

**AGENDA**  
**Luray Town Council Work Session**  
**Tuesday, April 28, 2020**  
**5:30pm**

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- |  |                  |
|--|------------------|
| <b>I. CALL TO ORDER</b>                          | Mayor Presgraves |
| <b>II. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG</b> | Mayor Presgraves |
| <b>III. ROLL CALL</b>                            | Danielle Babb    |
| <b>IV. UPDATES &amp; DISCUSSION ITEMS</b>        |                  |
| A) COVID-19 Budget Impact                        | Steve Burke      |
| B) FY 2020-2021 Budget Discussion                | Steve Burke      |
| C) Code Amendment – Chapter 2 – Procurement      | Steve Burke      |
| D) Imagination Station Proposals                 | Steve Burke      |
| <b>VII. ADJOURN</b>                              |                  |

*Due to the threat of transmission of COVID-19 and in recognition of the Governor’s Executive Order, this Work Session is closed to the public as provided by the Town’s Emergency Ordinance Providing for Continuity of Government of Luray adopted by Town Council on April 13, 2020.*

*Please submit any public comments concerning the agenda items through any of the following means: Email – [sburke@townofluray.com](mailto:sburke@townofluray.com); Mail – Luray Town Council, Attention Steve Burke, Post Office Box 629, Luray VA, 22835; Hand Delivery – Place in exterior DROP BOX in the alcove located at the front of the Town’s Town Hall facing Main Street; or Phone – (540) 743-5511. All comments must be submitted by 5:00 pm the day of the meeting, and will be read aloud at the meeting. The meeting will be live-streamed on the Town’s Facebook Live page.*

*Version Date: April 15, 2020 10:00 am*

Town of Luray  
PO Box 629  
45 East Main Street  
Luray, VA 22835  
[www.townofluray.com](http://www.townofluray.com)  
540.743.5511



**Mayor**

***Barry Presgraves***  
bpresgraves@townofluray.com  
Term: 2017-2020

**Council Members**

***Leroy Lancaster***  
llancaster@townofluray.com  
Term: 2017-2020

***Jerry Schiro***  
jschiro@townofluray.com  
Term: 2014-2022

***Joey Sours***  
jsours@townofluray.com  
Term: 2017-2020

***Jerry Dofflemyer***  
jdofflemyer@townofluray.com  
Term: 2015-2022

***Leah Pence***  
lpence@townofluray.com  
Term: 2017-2020

***Ronald Vickers***  
Rvickers@townofluray.com  
Term: 2014-2022

**Town Officials:**

Town Manager – Steven Burke  
Assistant Town Manager- Bryan Chrisman  
Town Clerk/ Treasurer- Mary Broyles  
Deputy Town Clerk/ Treasurer- Danielle Babb  
Chief of Police- Bow Cook  
Superintendent of Public Works- Lynn Mathews  
Superintendent Parks & Recreation-Dakota Baker

**Commissions & Committees:**

Luray Planning Commission  
Luray-Page County Airport Commission  
Luray Tree and Beautification Committee  
Luray Board of Zoning Appeals  
Luray Downtown Initiative  
Luray-Page County Chamber of Commerce



**Town of Luray, Virginia**  
Planning Commission Agenda Statement

Item No: IV-A

Meeting Date: April 28, 2020

Agenda Item: TOWN COUNCIL DISCUSSION  
Item IV-A – COVID-19 Budget Impact

Summary: Town Council is requested to discuss potential impact of the business closures on the current FY 2020 and upcoming FY 2021 Budgets.

The Virginia Municipal League has worked with Analytics, Inc. to develop a generalized statewide impact assessment. Staff have also developed their assessment of impact to our revenues, as well as FY 2021 project and acquisition delays to address potential revenue shortfalls.

Council is requested to provide any concerns and suggestions.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A

## TOWN OF LURAY COVID BUDGET IMPACT

FY 2020		James Reginbal, Fiscal Analytics, Inc.		Staff Projection	
Real Property Tax	1,265,303	1%	12,653	1.0%	12,653
Personal Property	244,074	1%	2,441	1.0%	2,441
Local Sales Tax	202,000	5%	10,100	2.5%	5,050
BPOL	312,000	2%	6,240	1.0%	3,120
Transient Occupancy Tax	238,000	25%	59,500	20.0%	47,600
Meals Tax	712,000	25%	178,000	5.0%	35,600
Street Maintenance	1,180,500	0%	-	0.0%	-
All Other	2,524,333	2%	50,487	1.0%	25,243
TOTAL			\$ 319,420		\$ 131,707

FY 2021		James Reginbal, Fiscal Analytics, Inc.		Staff Projection	
Real Property Tax	1,220,000	5%	61,000	2.5%	30,500
Personal Property	244,074	5%	12,204	2.5%	6,102
Local Sales Tax	200,000	10%	20,000	2.5%	5,000
BPOL	320,000	25%	80,000	15.0%	48,000
Transient Occupancy Tax	230,000	25%	57,500	15.0%	34,500
Meals Tax	702,000	25%	175,500	5.0%	35,100
Street Maintenance	1,180,500	0%	-	0.0%	-
All Other	1,778,716	5%	88,936	1.0%	17,787
TOTAL			\$ 495,140		\$ 176,989

### FY 2021 Delayed Expenses

Memorial Drive Upgrades	50,000
Police Vehicle	40,000
PW Dump Truck	45,000
Gateway Improvements	15,000
P&R Vehicle	32,500
Planning Assistant	26,000
Airport Terminal Design	20,000
Imagination Station	<u>50,000</u>
TOTAL	278,500



**Town of Luray, Virginia**  
Town Council Agenda Statement

Item No: IV-B

Meeting Date: April 28, 2020

Agenda Item: TOWN COUNCIL DISCUSSION  
Item IV-B –FY 2021 Town Budget

Summary: The Town Council is requested to receive and discuss the FY 2021 Town Budget.  
The FY 2021 budget is summarized as follows:

General Fund	\$ 5,875,290
Community Development Block Grant	\$ 700,000
Water Fund	\$ 1,482,616
Sewer Fund	\$ 3,646,402
<b>TOTAL FY 2021 BUDGET</b>	<b><u>\$11,704,308</u></b>

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A (Public Hearing scheduled for May 11, 2020)

**NOTICE OF PUBLIC HEARING**

**TOWN OF LURAY  
SYNOPSIS OF THE BUDGET  
FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021**

Pursuant to the Code of Virginia, Sections 15.2-2503 and 15.2-2506, notice is hereby given that a PUBLIC HEARING will be held by the Luray Town Council in the Luray Town Council Chambers, located at 45 East Main Street, Luray, Virginia, at 7:00 P.M., May 11, 2020.

Due to the threat of transmission of COVID-19 and in recognition of the Governor's Executive Order, this Public Hearing will be held electronically pursuant to the Emergency Ordinance Providing for Continuity of Government of Luray adopted by Town Council on April 13, 2020. Do not appear in person for the Public Hearing on May 11, 2020, as the hearing will be closed to in-person attendance by the public.

Please submit public comment concerning the proposed budget through any of the following means: Email: [sburke@townofluray.com](mailto:sburke@townofluray.com); Mail: Luray Town Council, Attention: Steve Burke, Post Office Box 629, Luray, Virginia, 22835; Hand delivery: Place in the exterior DROP BOX in the alcove located at the front of the Town's offices facing Main Street; or Phone: (540)743-5511. All comments must be submitted by 5:00 p.m. on May 11, 2020, and will be read aloud at the hearing. This hearing will be live-streamed on the Town's Facebook Live page. All normal Rules of Procedure will be followed.

The following represents a brief synopsis of the proposed budget:

	CURRENT	PROPOSED
	FY 2019-2020	FY 2020-2021
<b>REVENUES:</b>		
REAL ESTATE TAXES	\$ 1,287,003.00	\$ 1,241,700.00
PERSONAL PROPERTY TAXES	176,500.00	174,500.00
MEALS TAX	707,000.00	697,000.00
TRANSIENT OCCUPANCY TAX	231,000.00	223,000.00
OTHER TAXES/LICENSES/FEES	1,050,650.00	1,149,800.00
INCOME FROM STATE SOURCES	2,488,312.00	1,534,920.00
SERVICE FEES	3,709,327.00	5,411,018.00
COMMUNITY DEVELOPMENT BLOCK GRANT(CDBG)	700,000.00	700,000.00
INCOME FROM OTHER SOURCES/GRANTS	<u>1,755,745.00</u>	<u>572,370.00</u>
<b>TOTAL REVENUES:</b>	<b>\$12,105,537.00</b>	<b>\$11,704,308.00</b>
<b>EXPENDITURES:</b>		
GENERAL ADMINISTRATIVE EXPENSES	\$ 1,457,868.00	\$ 1,421,661.00
DEBT SERVICE	1,120,885.00	1,002,962.00
ECONOMIC DEVELOPMENT	171,133.00	176,033.00
STREET DEPARTMENT	1,110,492.00	1,125,372.00
POLICE DEPARTMENT	1,276,278.00	1,392,985.00
PARKS & RECREATION DEPARTMENT	927,494.00	938,455.00
WATER DEPARTMENT	1,016,491.00	1,023,706.00

SEWER DEPARTMENT	1,311,896.00	1,315,406.00
CAPITAL IMPROVEMENTS	3,013,000.00	2,607,728.00
COMMUNITY DEVELOPMENT BLOCK GRANT(CDBG)	700,000.00	700,000.00
<b>TOTAL EXPENDITURES:</b>	<b>\$12,105,537.00</b>	<b>\$11,704,308.00</b>

The Proposed Budget reflects the following changes to the Utility Rates:

	CURRENT	PROPOSED
	FY 2019-2020	FY 2020-2021
<b>Water Rates:</b>		
Minimum Fee - Base Rate	\$ 25.52	\$ 27.05
(Includes first 1,000 gallons)		
<b>Usage Rates:</b>		
1,001 to 10,000 gallons	\$ 5.25	\$ 5.57
10,001 to 25,000 gallons	\$ 5.35	\$ 5.67
25,001 to 50,000 gallons	\$ 5.45	\$ 5.78
50,001 to 100,000 gallons	\$ 5.56	\$ 5.89
100,001 gallons and above	\$ 5.69	\$ 6.03
<b>Sewer Rates:</b>		
Minimum Fee - Base Rate	\$ 33.63	\$ 33.83
(Includes first 1,000 gallons)		
<b>Usage Rates:</b>		
1,001 to 10,000 gallons	\$ 7.04	\$ 7.25
10,001 to 25,000 gallons	\$ 7.18	\$ 7.40
25,001 to 50,000 gallons	\$ 7.31	\$ 7.53
50,001 to 100,000 gallons	\$ 7.45	\$ 7.68
100,001 gallons and above	\$ 7.61	\$ 7.84
<b>Water &amp; Sewer Rates Outside Corporate Boundaries - Above Rates plus 50%</b>		
<b>Septage Disposal Fee:</b>		
	\$ 0.15 per gal	\$12.50 + \$ 0.40 per gal

The Proposed Budget contains NO CHANGES to all other taxes, rates, or fees that are not specifically listed herein. The entire proposed budget can be reviewed on the Town's website at [www.townofluray.com](http://www.townofluray.com).

TOWN OF LURAY  
45 East Main St.  
Luray, Virginia 22835



## Town of Luray

45 East Main Street  
P.O. Box 629  
Luray, Virginia 22835

Steven Burke, PE  
Town Manager  
sburke@townofluray.com

March 24, 2020

Mayor Barry Presgraves  
Councilman Jerry Schiro  
Councilman Ron Vickers  
Councilwoman Leah Pence

Councilman Leroy Lancaster  
Councilman Jerry Dofflemyer  
Councilman Joey Sours

RE: Recommended FY 2020-2021 Budget

Mayor Presgraves and Members of Town Council:

Town staff are pleased to present to you and the citizens of Luray the recommended budget for Fiscal Year 2020-2021. Staff have worked to present a budget that maintains our tax rates at their current levels and adjusts our water and sewer utility rates by six (6%) percent.

The total proposed budget for FY 2020-2021 is \$11,704,308 comprised of \$5,875,290 for General Fund, \$700,000 for the Community Development Block Grant for Luray Meadows Apartments, \$1,482,616 for Water Fund and 3,646,402 for Sewer Fund.

The overall proposed budget for FY 2020-2021 reflects a \$509,229 (4%) reduction from the current FY 2019-2020 Budget of \$12,213,537 which is attributable to the completion of the West Main Street Bridge Project, but includes funding for the replacement of the Ralph H Dean Park Imagination Station playground and improvements to our Wastewater Treatment Plant.

The proposed budget does not include a Cost of Living Adjustment for salaries as presented, but a possible funding source for a 1% COLA could be realized should funding for the design of the terminal at the airport be postponed.

My thanks to our Department Heads with their assistance to present this balanced budget, and specifically thanks to Bryan Chrisman, Mary Broyles, and Danielle Babb for all the work that they dedicated to its development.

Your staff and I look forward to working with you to address any questions that you might have as you advance the adoption of the Town's FY 2020-2021 Budget.

Sincerely,

Steve Burke, PE  
Town Manager

**FY 2021 BUDGET SCHEDULE**  
*Review & Approval Dates*

March 24	Work Session	Proposed FY20-21 Budget Presentation
April 1		<b>Balanced Draft Required</b>
April 13	Regular Meeting	Budget Discussion & Draft Ad Review
April 28	Work Session	Budget Discussion
May 11	Regular Meeting	Early Public Hearing Date
May 26	Work Session/Special Meeting	Early Budget Adoption
June 8	Regular Meeting	Late Budget Public Hearing Date
June 23	Work Session/Special Meeting	Late Budget Adoption
June 30		<b>Budget Adoption Required</b>

## FY 20-21 REVENUES

### GENERAL FUND

3-100-11010-0001	Current Real Property Taxes	1,220,000
3-100-24030-0001	Street and Highway Maintenance	1,180,500
3-100-12080-0001	Meals Tax	702,000
3-100-41040-0002	Proceeds from Indebtedness	350,000
3-100-12030-0001	Business License Tax	320,000
3-100-16080-0001	Waste Collections & Disposal	282,000
3-100-12060-0001	Bank Franchise Tax	230,000
3-100-12070-0001	Transient Occupancy Tax	230,000
3-100-12010-0001	Local Sales and Use Taxes	200,000
3-100-11030-0001	Current Personal Prop. Taxes	169,500
3-100-12090-0001	Cigarette Tax	132,000
3-100-24010-0001	State Aid - Localities Police	131,696
3-100-22010-0009	Pers. Property Tax Reimbursement	74,574
3-100-12020-0001	Consumer Utility Taxes	71,000
3-100-12020-0002	State Communications Tax	66,000
3-100-11020-0001	Public Service Corp. Taxes	60,000
3-100-12050-0001	Motor Vehicle Fee	58,000
	Other General Fund Revenue Sources	398,020
	<b>TOTAL GENERAL FUND</b>	<b>\$ 5,875,290</b>

### COMMUNITY DEVELOPMENT BLOCK GRANT

3-320-32010-0001	CDBG - People Inc./NSVRC	700,000
	<b>TOTAL CDBG FUND</b>	<b>\$ 700,000</b>

### WATER FUND

3-501-13030-0033	Water Tap Fees	10,000
3-501-13030-0035	Reconnection Fees	6,500
3-501-13030-0036	Water Facility Fees	82,734
3-501-16190-0001	Customer Sales - Water	1,380,482
3-501-18010-0001	Miscellaneous Income	300
3-501-19120-0003	Recoveries & Rebates	100
3-501-24303-0001	VDH Grant	2,500
0-501-00102-0002	Transfer to/from other funds	-
	<b>TOTAL WATER FUND</b>	<b>\$ 1,482,616</b>

## REVENUES

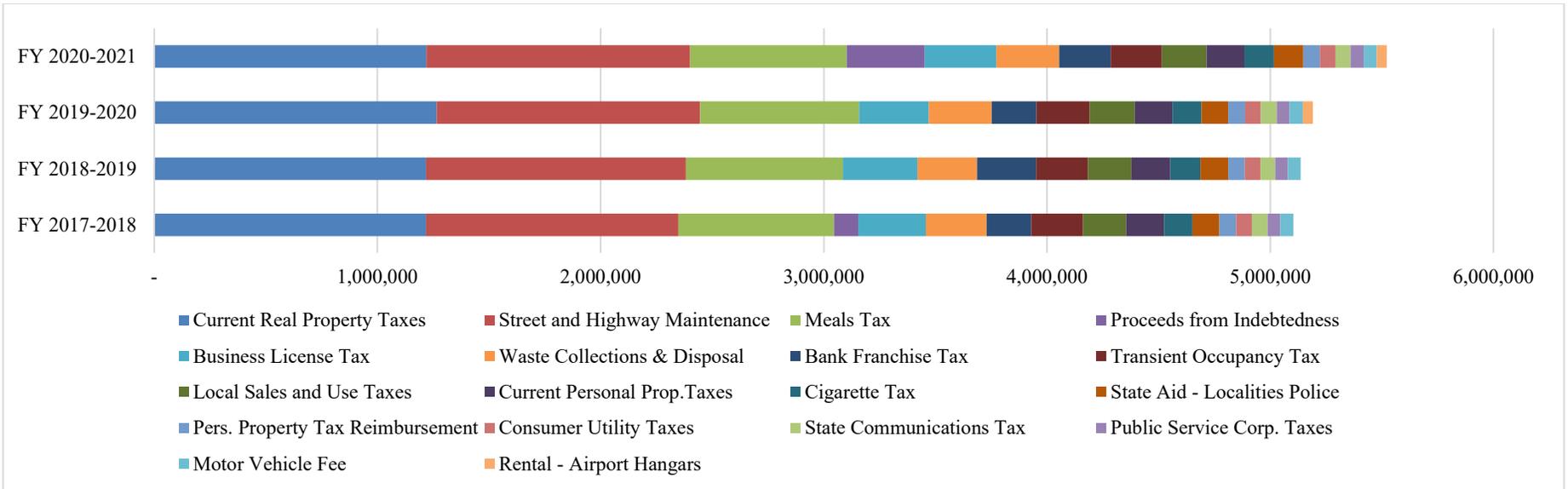
### SEWER FUND

3-502-13030-0033	Sewer Tap Fees	10,000
3-502-13030-0035	Sewer Facility Fees	141,557
3-502-16190-0001	Customer Sales - Sewer	1,566,245
3-502-16190-0002	Sewer Surcharges	175,000
3-502-16190-0005	Nutrient Credit Program	3,000
3-502-18010-0001	Miscellaneous Income	500
3-502-19020-0003	Recoveries & Rebates	100
0	BRB WWTP Loan	1,750,000
0-502-00102-0002	Transfer to/from other funds	-
<b>TOTAL SEWER FUND</b>		<b>\$ 3,646,402</b>

### TOTAL FY 20-21 BUDGET

**TOTAL** **\$ 11,704,308**

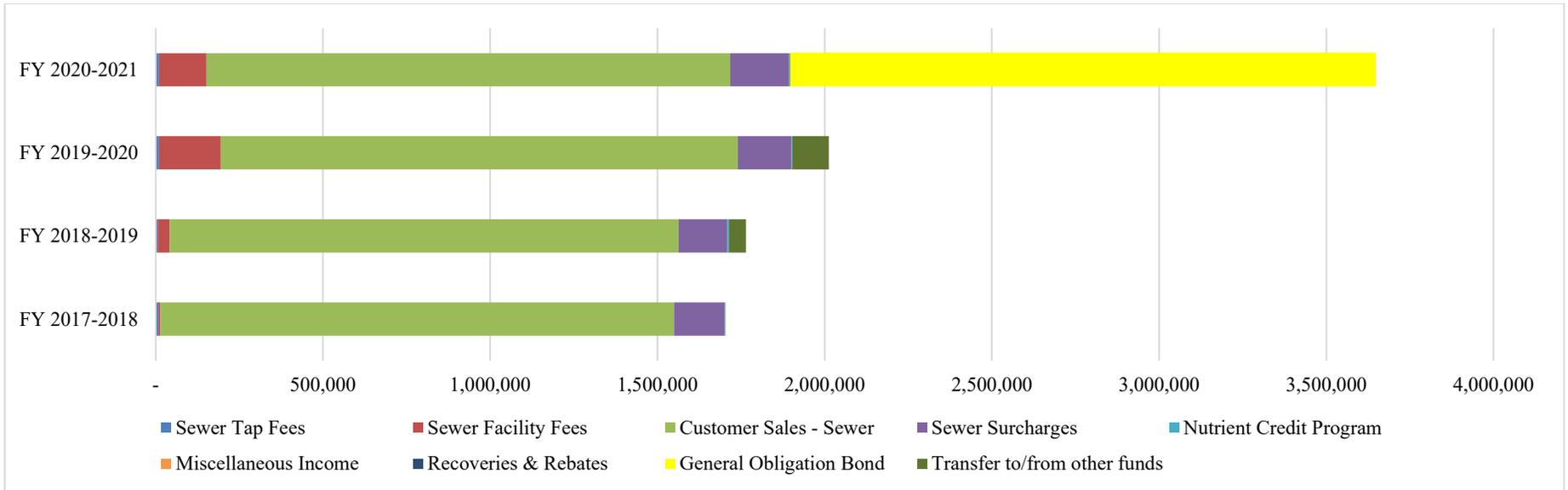
## GENERAL FUND REVENUE HISTORY



## WATER FUND REVENUE HISTORY



# SEWER FUND REVENUE HISTORY



**FY 20-21 EXPENDITURES**

**GENERAL FUND**

**Mayor & Council**

Personnel	128,788
Operating	60,000
Capital	-
<b>TOTAL \$</b>	<b>188,788</b>

**Board of Elections**

Personnel	-
Operating	-
Capital	-
<b>TOTAL \$</b>	<b>-</b>

**Planning & Zoning**

Personnel	29,600
Operating	14,150
Capital	-
<b>TOTAL \$</b>	<b>43,750</b>

**Town Manager**

Personnel	100,066
Operating	20,300
Capital	-
<b>TOTAL \$</b>	<b>120,366</b>

**Police Department**

Personnel	1,195,835
Operating	197,150
Capital	49,000
<b>TOTAL \$</b>	<b>1,441,985</b>

**Economic Development**

Personnel	-
Operating	176,033
Capital	-
<b>TOTAL \$</b>	<b>176,033</b>

**Legal Services**

Personnel	-
Operating	40,000
Capital	-
<b>TOTAL \$</b>	<b>40,000</b>

**Public Works - Streets**

Personnel	280,422
Operating	294,950
Capital	615,800
<b>TOTAL \$</b>	<b>1,191,172</b>

**Capital Projects**

Personnel	-
Operating	-
Capital	75,000
<b>TOTAL \$</b>	<b>75,000</b>

**Annual Audit**

Personnel	-
Operating	6,920
Capital	-
<b>TOTAL \$</b>	<b>6,920</b>

**Refuse Collections**

Personnel	-
Operating	279,000
Capital	-
<b>TOTAL \$</b>	<b>279,000</b>

**General Fund Debt Service**

Personnel	-
Operating	200,484
Capital	-
<b>TOTAL \$</b>	<b>200,484</b>

**Treasurer**

Personnel	272,527
Operating	52,650
Capital	-
<b>TOTAL \$</b>	<b>325,177</b>

**Tax Relief**

Personnel	-
Operating	18,000
Capital	-
<b>TOTAL \$</b>	<b>18,000</b>

**IT Support**

Personnel	-
Operating	20,000
Capital	-
<b>TOTAL \$</b>	<b>20,000</b>

**General Properties**

Personnel	18,230
Operating	339,700
Capital	36,000
<b>TOTAL \$</b>	<b>393,930</b>

**Safety Programs**

Personnel	3,230
Operating	18,500
Capital	-
<b>TOTAL \$</b>	<b>21,730</b>

**Parks & Recreation**

Personnel	566,955
Operating	371,500
Capital	394,500
<b>TOTAL \$</b>	<b>1,332,955</b>

**TOTAL GENERAL FUND**

<b>Personnel</b>	<b>2,595,653</b>
<b>Operating</b>	<b>2,109,337</b>
<b>Capital</b>	<b>1,170,300</b>
<b>TOTAL \$</b>	<b>5,875,290</b>

## EXPENDITURES

### COMMUNITY DEVELOPMENT BLOCK GRANT

#### *CDBG Fund Project Fund*

Personnel	-
Operating	700,000
Capital	-
TOTAL \$	700,000

### WATER FUND

#### *Water Administration*

Personnel	136,392
Operating	29,070
Capital	-
TOTAL \$	165,462

#### *Data Processing*

Personnel	71,621
Operating	23,750
Capital	-
TOTAL \$	95,371

#### *Water Operations*

Personnel	242,836
Operating	103,600
Capital	28,628
TOTAL \$	375,064

#### *Water Plant Operations*

Personnel	180,487
Operating	235,950
Capital	37,000
TOTAL \$	453,437

#### *Water Fund Debt Service*

Personnel	-
Operating	393,282
Capital	-
TOTAL \$	393,282

#### *TOTAL WATER FUND*

Personnel	631,336
Operating	785,652
Capital	65,628
TOTAL \$	1,482,616

### SEWER FUND

#### *Sewer Administration*

Personnel	136,452
Operating	44,170
Capital	-
TOTAL \$	180,622

#### *Data Processing*

Personnel	71,616
Operating	25,050
Capital	-
TOTAL \$	96,666

#### *Sewer Operations*

Personnel	190,550
Operating	76,250
Capital	111,800
TOTAL \$	378,600

#### *Sewer Plant Operations*

Personnel	330,318
Operating	441,000
Capital	1,810,000
TOTAL \$	2,581,318

#### *Sewer Fund Debt Service*

Personnel	-
Operating	409,196
Capital	-
TOTAL \$	409,196

#### *TOTAL WATER FUND*

Personnel	728,936
Operating	995,666
Capital	1,921,800
TOTAL \$	3,646,402

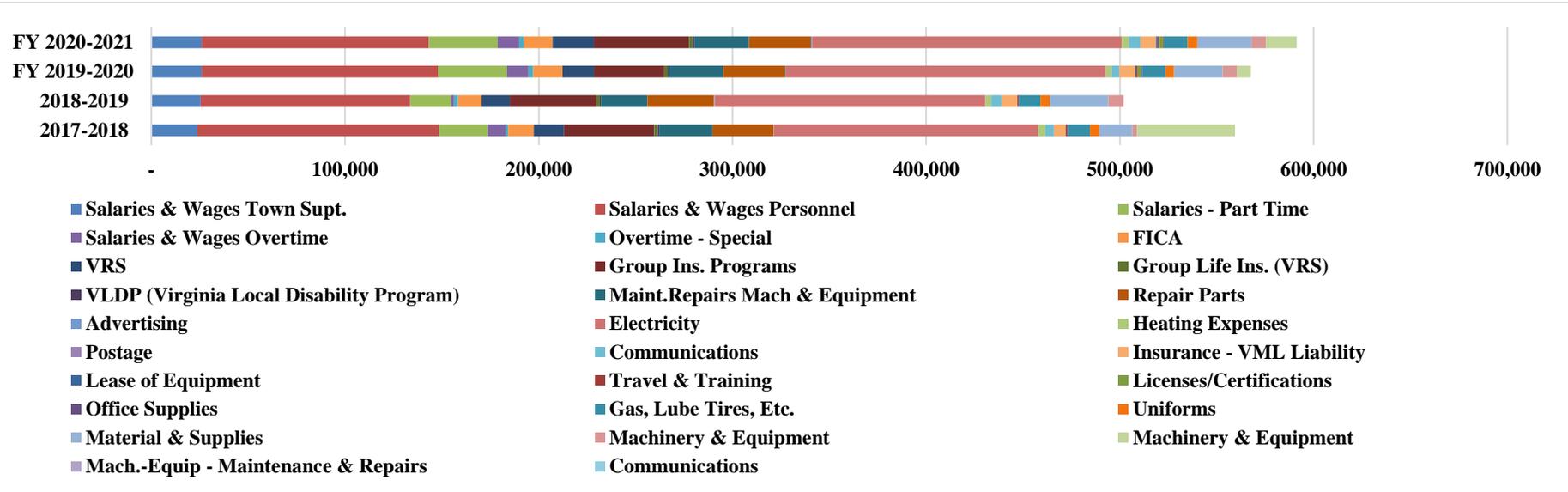
### TOTAL FY 20-21 BUDGET

Personnel	3,955,925
Operating	4,590,655
Capital	3,157,728
TOTAL \$	11,704,308

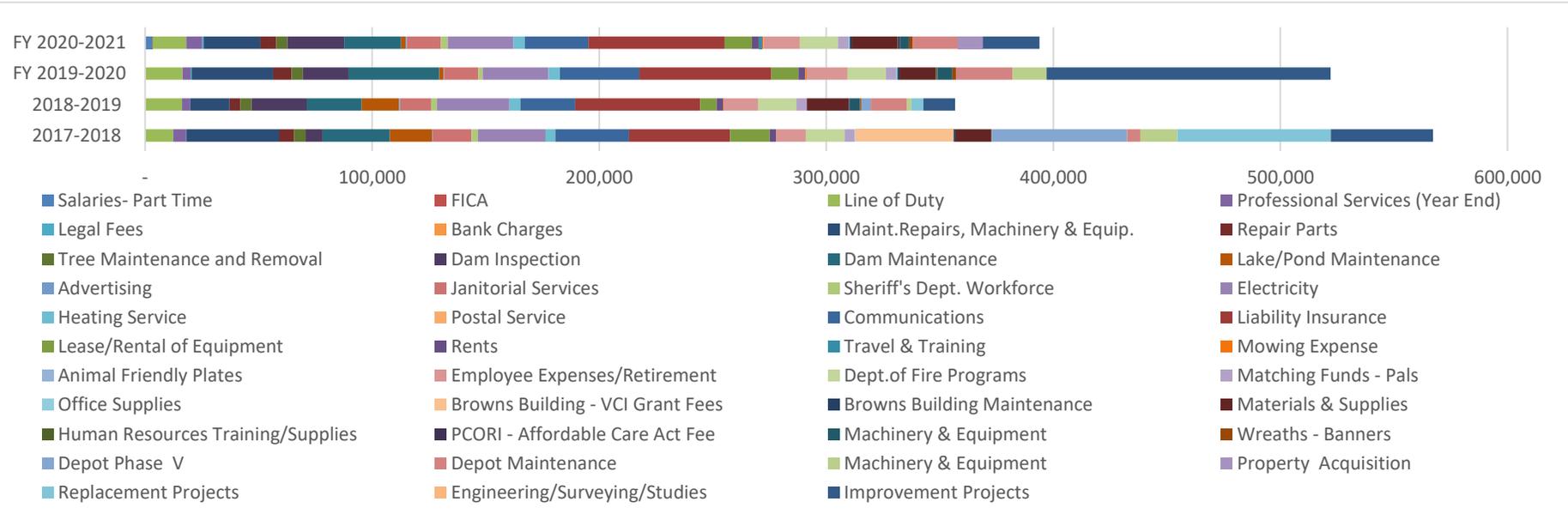




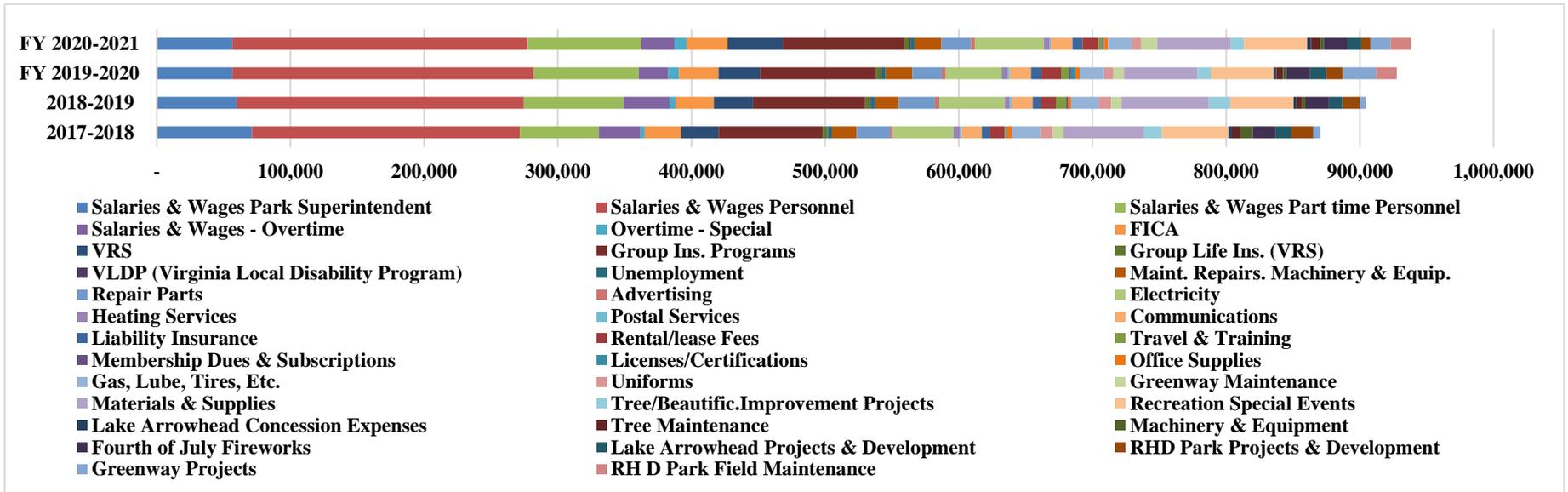
## PUBLIC WORKS – STREETS EXPENDITURE HISTORY



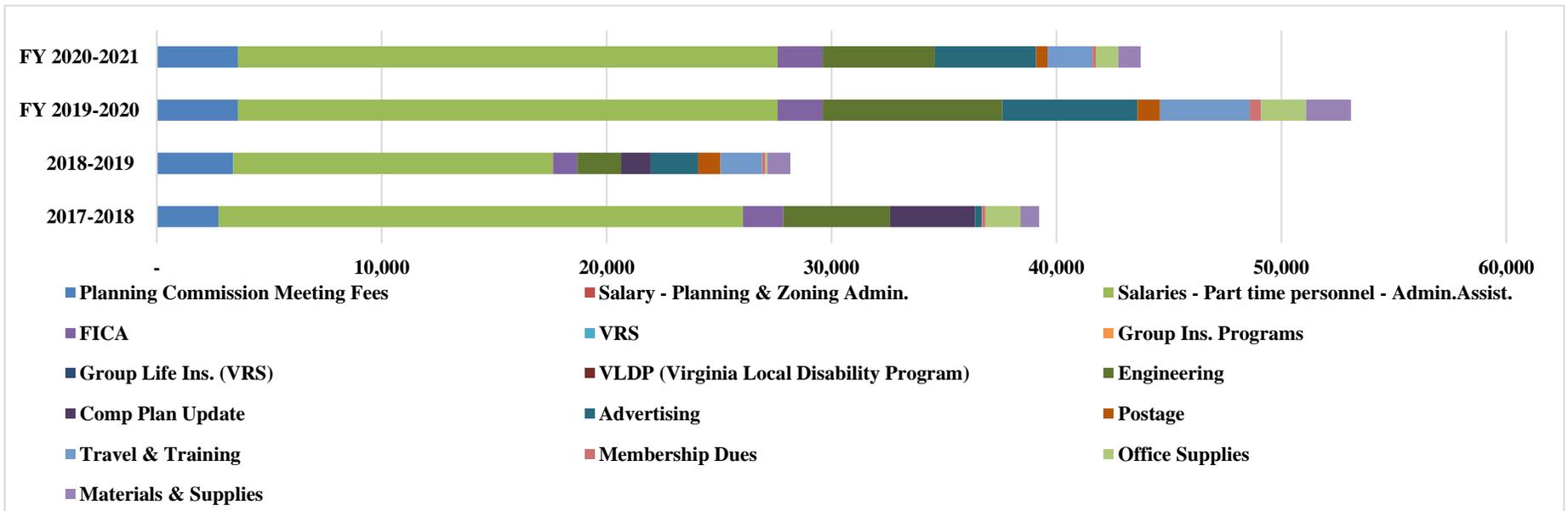
## GENERAL PROPERTIES EXPENDITURE HISTORY



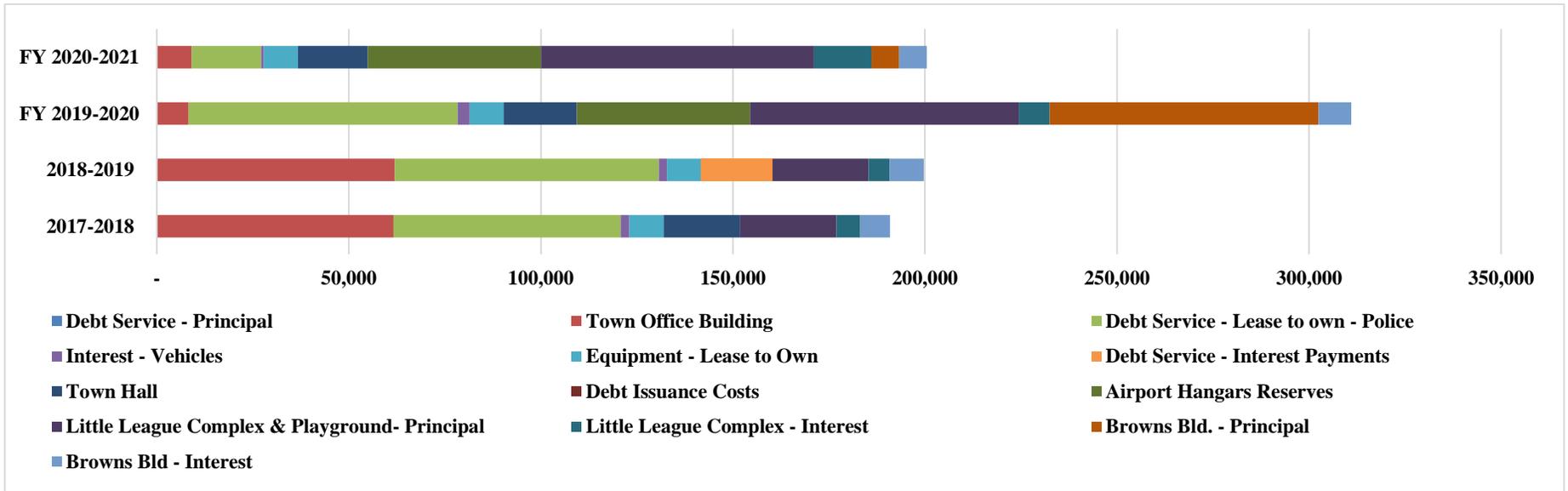
## PARKS & RECREATION EXPENDITURE HISTORY



## PLANNING & ZONING EXPENDITURE HISTORY



## GENERAL FUND DEBT SERVICE EXPENDITURE HISTORY









**TOWN OF LURAY  
FY 2020-2021 BUDGET  
UNFUNDED BUDGET REQUESTS**



**GENERAL FUND**

**Safety Program**

Travel & Training – Increase Request	\$2,500
Materials & Supplies – Increase to Gen Services Herbicide Program	\$3,000
Equipment – Transfer to Gen Services Herbicide Program	\$4,000

**Police Department**

Travel & Training – Historic Funding	\$5,000
Membership Dues – Delay Joining Narcotics Task Force	\$15,000
Machinery & Equipment – Upfitting only 1 new vehicle	\$8,000
Equipment – Funding for FY2022 Radio System Delayed	\$20,000
Vehicles – Fund only 1 of 2 vehicles	\$32,000
Buildings & Structures – Delay office flooring	\$5,000

**Public Works**

Machinery & Equipment – Delay new mower	\$15,000
Compliance – Unavailable funds for Pedestrian Signal Equip	\$18,000

**Parks & Recreation**

Machinery – Not funded Bobcat Hydraulic Breaker attachment	\$6,500
Machinery – Delay truck upfit	\$14,500
Projects – Delay Tennis Court resurfacing	\$12,500

**TOTAL**

**WATER FUND**

**Operations**

Projects – New Valve Meters	\$24,000
Projects – Planning Mill Road Waterline Replacement	\$26,000

**Water Plant**

Maint Repairs – Reduced Increase	\$5,000
Repair Parts – Reduced Request	\$13,000
Equipment – Delay Replace Pall Modules	\$70,000
Vehicles – Not Funded Truck	\$35,000

Buildings – Not Funded Storage Building	\$15,000
Projects – LED Lighting	\$7,000
Projects – Delay Full Funding Floor refinishing	\$12,500

**TOTAL**

**SEWER FUND**

**Operations**

Projects – Reduced Sewer Manhole Lining	\$8,000
Buildings – East End Lift Station by People, Inc.	\$40,000
Projects – Delay West-Lu Lift Station	\$60,000

**TOTAL**

**UNFUNDED CAPITAL PROJECTS**

Boomfield Pedestrian Access – Phase 1	\$50,000
Parking Lot Paving (Browns & Town Hall)	\$175,000

## FY 2020-2021 CAPITAL IMPROVEMENT PROGRAM PROJECTS

<b>West Main Street &amp; Northcott Drive Roundabout Intersection Improvement</b>						
Summary:	Construct Roundabout intersection VDOT Smart Scale Project – VDOT Administered Project Included in Comp Plan					
Cost Estimate	YTD Funds	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
\$2,872,000	\$1,533,000	\$5,000	\$500,000	-	-	\$600,000
Planning Commission Comments:						

<b>Luray Meadows Apartments – People Inc.</b>						
Summary:	Construct 52 unit, income based apartment complex People Inc project with Town applying for Community Development Block Grant for site improvements Project Included in Comp Plan					
Cost Estimate	YTD Funds	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
\$9,628,984	-	-	-	\$700,000	-	-
Planning Commission Comments:						

<b>Memorial Drive Upgrades – Phase 2</b>						
Summary:	Construct Road and Drainage Improvement VDOT Revenue Sharing – Locally Administered Project Included in Comp Plan					
Cost Estimate	YTD Funds	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
\$1,652,000	-	-	\$100,000	\$50,000	-	\$826,000
Planning Commission Comments:						

## FY 2020-2021 CAPITAL IMPROVEMENT PROGRAM PROJECTS

<b>Ralph H Dean Park Imagination Station Playground Replacement</b>						
Summary:	Construct New Imagination Station Playground General Fund Revenue – Seven Year Loan					
Cost Estimate	YTD Funds	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
\$350,000	-	-	-	\$350,000	-	-
Planning Commission Comments:						

<b>Wastewater Treatment Plant Upgrades</b>						
Summary:	Construct New Influent Screening Facilities, Oxidation Ditch Pumps, Enhanced Septage Receiving Sewer Fund Revenue – General Obligation Bond Project Included in Comp Plan					
Cost Estimate	YTD Funds	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
\$2,000,000	-	-		\$1,000,000	\$1,000,000	-
Planning Commission Comments:						



**TOWN OF LURAY**  
**RATE & FEE SCHEDULE**  
 July 2020 to June 2021



**ZONING PERMIT & LAND USE FEES (per application)**

PERMIT DESCRIPTION	RATE
Residential Dwelling Unit Zoning Permit (New Construction/Change of Use)	\$50.00 per unit
Residential Dwelling Unit Zoning Permit (Additions/Accessory Structure)	\$35.00 per structure
Sign Permit	\$35.00 per sign
Zoning Clearance	No fee
Commercial/Non-Residential/Multi-Family Structures Zoning Permit <sup>1</sup>	\$100.00 per structure
Sketch Plat Submission	\$50.00
Preliminary Subdivision Plan Submission – Minor (Less than 4 lots) <sup>2</sup>	\$350.00 + \$50.00 per lot
Preliminary Subdivision Plan Submission – Major (4 lots or more) <sup>2</sup>	\$500.00 + \$75.00 per lot
Final Subdivision Plan Submission w/ Survey Record Plats – Minor <sup>2</sup>	\$300.00 + 25.00 per lot
Final Subdivision Plan Submission w/ Survey Record Plats – Major <sup>2</sup>	\$300.00 + \$50.00 per lot
Boundary Line Adjustment – Survey Review & Signature <sup>2</sup>	\$250.00 per survey plat
Developmental Site Plan Review – Residential Dwelling Unit <sup>2</sup>	\$300.00 + \$100.00 per dwelling unit
Developmental Site Plan Review – Commercial/Non-Residential/Multi-Family Structures <sup>2</sup> (Based on total square footage of all structures)	\$600.00 (first 1,000 sq. ft.) plus \$600.00 for each addl 2,400 sq. ft. (pro rated)
Zoning Variance <sup>3</sup>	\$250.00 + 2 ads
Special Use Permit <sup>1&amp;3</sup>	\$250.00 + 4 ads
Special Use Permit – Home Occupation <sup>3</sup>	\$50.00 + 4 ads
Rezoning <sup>1&amp;3</sup>	\$250.00 + \$100.00 per acre + 4 ads
Petition for Annexation <sup>2&amp;3</sup>	\$1,000.00 + 1 ad
<sup>1</sup> May also require Site Plan Review with separate fee	
<sup>2</sup> Applicant is responsible for reimbursing the Town for the cost of all required engineering reviews	<b>Invoiced separately during the process</b>
<sup>3</sup> Applicant is responsible for the cost of all advertisements	<b>Paid in full at time of application</b>

**BUSINESS LICENSE**

LICENSE DESCRIPTION	RATE
New Business Application Fee	\$40.00 per Business Category
Retail Merchant	\$0.12/\$100.00 of Gross Receipts
Wholesale Merchant	\$0.05/\$100.00 of Gross Receipts
Professional	\$0.25/\$100.00 of Gross Receipts
Business/Personal/Repair Service	\$0.25/\$100.00 of Gross Receipts
Contractor in Town Corporation Limits	\$0.10/\$100.00 of Gross Receipts
Contractor outside Town Corporation Limits	\$0.10/\$100.00 of Gross Receipts
Financial Services	\$0.25/\$100.00 of Gross Receipts
Gasoline & Fuel Oil Dealer	\$0.10/\$100.00 of Gross Receipts
Itinerant Merchant or Peddler	\$500.00 / Year
Real Estate Broker, Appraiser or Salesman	\$0.25/\$100.00 of Gross Receipts
Direct Seller w/ Sales greater than \$4,000.00	\$0.20/\$100.00 of Gross Receipts
Telephone/Telegraph	0.005% of Gross Receipts less Long Distance Calls
Water/Gas/Electric Companies	0.005% of Gross Receipts
Vending Machines over 9 Machines	\$0.12/\$100.00 of Gross Receipts
Beer & Wine Off Premises	\$50.00 / Year
Beer & Wine On Premises	\$50.00 / Year
Alcoholic Beverages	\$200.00 / Year
Tobacco	\$20.00 / Year



# TOWN OF LURAY RATE & FEE SCHEDULE July 2020 to June 2021



## WATER

DESCRIPTION	RATE
Minimum Fee – Includes up to 1,000 gallons	\$27.05 ( <del>\$25.52</del> )
1,001 to 10,000 gallons	\$5.57 per thousand ( <del>\$5.25</del> )
10,001 to 25,000 gallons	\$5.67 per thousand ( <del>\$5.35</del> )
25,001 to 50,000 gallons	\$5.78 per thousand ( <del>\$5.45</del> )
50,001 to 100,000 gallons	\$5.89 per thousand ( <del>\$5.56</del> )
100,001 gallons and up	\$6.03 per thousand ( <del>\$5.69</del> )
Water Rates Outside of Town Corporate Limits	Above Rates + 50%
Water Deposit	\$150.00
Utility Bill Late Payment Penalty (Water, Sewer, Garbage)	10% of Current Balance (Payment must be received on or before the 10 <sup>th</sup> of the month)
Reconnection Fee due to Non-Payment Normal Hours (Monday to Friday 8:00am to 5:00 pm)	\$30.00
Reconnection Fee due to Non-Payment After Hours, Weekends, & Holidays	\$60.00
Reconnections due to Non-Payment will be made ONLY Monday through Friday 8:00 am to 8:00 pm and Saturdays, Sundays, and Holidays 7:00 am to 12:00 pm (noon)	

## SEWER

DESCRIPTION	RATE
Minimum Fee – Includes up to 1,000 gallons	\$33.83 ( <del>\$33.63</del> )
1,001 to 10,000 gallons	\$7.25 per thousand ( <del>\$7.04</del> )
10,001 to 25,000 gallons	\$7.40 per thousand ( <del>\$7.18</del> )
25,001 to 50,000 gallons	\$7.53 per thousand ( <del>\$7.31</del> )
50,001 to 100,000 gallons	\$7.68 per thousand ( <del>\$7.45</del> )
100,001 gallons and up	\$7.84 per thousand ( <del>\$7.61</del> )
Water Rates Outside of Town Corporate Limits	Above Rates + 50%
Septage Disposal Fee	\$12.50 plus \$0.40/Gallon ( <del>\$0.15/g</del> )

## REFUSE RATES

DESCRIPTION	RATE	
<i>Monthly – 1 Pick-up per Week</i>		
	IN TOWN	OUT OF TOWN
Residential – Base Price per House/Unit (Includes 1 Rollout Cart)	\$8.75	\$13.15
Residential – Each Extra Rollout Cart	\$5.50	\$8.25
Business – Base Price (Includes 1 Rollout Cart)	\$11.75	\$17.60
Business – Each Extra Rollout Cart	\$11.75	\$17.60



**TOWN OF LURAY**  
**RATE & FEE SCHEDULE**  
 July 2020 to June 2021



**TAX RATES**

DESCRIPTION	RATE
Personal Property Tax	\$0.62 per \$100.00 of assessed valuation
Real Estate Tax	\$0.29 per \$100.00 of assessed valuation
Mobile Home Tax	\$0.29 per \$100.00 of assessed valuation
Sales Tax	5% (1% Town & 4% State)
Meals & Beverage Tax	4%
Transient Occupancy Tax	5%
Cigarette Tax	\$0.15 per pack
<i>**Personal Property Assessed Value based on N.A.D.A Book**</i>	

**PERMITS**

DESCRIPTION	RATE
Yard Sale Permit – 1 <sup>st</sup> and 2 <sup>nd</sup> Sale (Per Address) <i>(No more than 2 sales per address per year)</i>	FREE
Right-of-Way Construction Permit	\$150.00 + 0.5% of Underground Construction Cost in Right-of-Way

**MISCELLANEOUS**

DESCRIPTION	RATE
Copy Charges (Letter, Legal, or Ledger)	\$0.15 per page (B&W); \$0.20 per page (Color) plus Staff Time at 15 minute increments
Electronic Card Payments (Real Estate Tax, Personal Property Tax, Utility Bills, Fee Payments, All Other Tax)	\$1.95 per transaction



**TOWN OF LURAY**  
**RATE & FEE SCHEDULE**  
 July 2020 to June 2021



**PARKS AND RECREATION**

<b>SHELTER RENTALS</b>	<b>RATE</b>
Shelter Rentals are for all day of reservation date Shelter capacity in parentheses	
Modern Woodman Shelter (100)	\$45.00 / day
Ruritan Shelter (100)	\$45.00 / day
Lions Shelter (100)	\$45.00 / day
FFA/VICA Shelter (50)	\$40.00 / day
Town of Luray Shelter (50)	\$40.00 / day
Sorority Shelter (30)	\$35.00 / day
Rotary Shelter at Imagination Station (75)	\$45.00 / day
Class of '71 Shelter at Recreation Park (100)	\$45.00 / day
<i>Shelter Reservations for parties greater than 25 will require a \$100.00 refundable deposit Deposit refunded if shelter left clean and undamaged</i>	

<b>FACILITY USAGE</b> (Out-of-Town Organizations)	<b>RATE</b>
Athletic Field Usage (without lights)	\$75.00 per field per day
Athletic Field Usage (with lights)	\$100.00 per field per day
Scout Camping Area	\$50.00 per activity/event
<i>Facility Reservations will require a \$100.00 refundable deposit Deposit refunded if facility left clean and undamaged</i>	

<b>LAKE ARROWHEAD</b>	<b>RATE</b>
Swimming	Free – Ages 2 & Under \$3.00 per day – Ages 3-12 \$5.00 per day – Ages 13 & Older
Annual Lake Arrowhead Swimming Pass	\$25.00 – Single \$50.00 – Couple \$75.00 – Family
Annual Lake Arrowhead Boating Permit	\$5.00 – Resident in Town of Luray Limits \$7.00 – Non-Resident (Outside of Town Limits)
Annual Lake Arrowhead Fishing Permit	\$5.00 – Resident in Town of Luray Limits \$7.00 – Non-Resident (Outside of Town Limits)
<i>Disabled persons and persons over age 65 may obtain Town of Luray boating and fishing permits at no charge with proper identification</i>	



**TOWN OF LURAY**  
**RATE & FEE SCHEDULE**  
 July 2020 to June 2021



**UTILITY FACILITY FEE**

The Facility Fee represents the cost for new utility customers to buy into the present value of the Town’s water and sewer system. The Facility Fee also cover the Town’s anticipated capital improvements to maintain the water and sewer services. In addition to the Facility Fee, the Town will charge for time and materials to provide the water and/or sewer connection (Connection Fee). If these connections are made by a licensed contractor, the Town may waive the appropriate Connection Fee amount proposed that:

- 1) The contractor consults with appropriate Town staff prior to the connections being started, and obtains proper permits.
- 2) The contractor uses Town-approved materials and standard installation methods, and coordinates construction with Town personnel.
- 3) The inspects the entire connection, utility run, and all materials prior to backfilling by the contractor.

<b>FACILITY FEE</b>				
	<b>IN-TOWN</b>		<b>OUT-OF-TOWN</b>	
<b>Meter Size</b>	<b>Water</b>	<b>Sewer</b>	<b>Water</b>	<b>Sewer</b>
5/8”	\$3,320.00	\$5,940.00	\$6,640.00	\$11,880.00
3/4"	\$5,130.00	\$9,370.00	\$7,695.00	\$14,054.00
1”	\$6,939.00	\$12,799.00	\$10,409.00	\$19,198.00
1.5”	\$13,428.00	\$24,477.00	\$20,141.00	\$36,716.00
2”	\$20,529.00	\$36,988.00	\$30,794.00	\$55,482.00
3”	\$39,724.00	\$70,740.00	\$59,586.00	\$106,110.00
4”	\$60,734.00	\$106,896.00	\$91,101.00	\$160,343.00
5”	\$81,611.00	\$141,971.00	\$122,417.00	\$212,956.00
6”	\$101,067.00	\$173,772.00	\$151,601.00	\$260,658.00
7”	\$118,305.00	\$201,045.00	\$177,457.00	\$301,567.00
8”	\$132,888.00	\$223,201.00	\$199,332.00	\$334,801.00
9”	\$144,640.00	\$240,115.00	\$216,960.00	\$360,172.00
10”	\$153,568.00	\$251,972.00	\$230,352.00	\$377,959.00
<b>CONNECTION FEE</b>				
	<b>IN-TOWN</b>		<b>OUT-OF-TOWN</b>	
No Road Cut	\$1,200.00	\$1,200.00	Contractor Installation Required	
With Road Cut	\$1,800.00	\$1,800.00		



**TOWN OF LURAY  
RATE & FEE SCHEDULE  
July 2020 to June 2021**



**DROUGHT/LOW WATER SUPPLY RESPONSE  
ORDINANCE PENALTIES & FEE SCHEDULE**

<b>WATCH DECLARATION</b>		
	Any Offense	Verbal Reminder for any Noted Issues
<b>WARNING DECLARATION</b>		
	<b>First Offense</b>	Verbal Warning
	<b>Second Offense</b>	Written Warning Notice
	<b>Third &amp; Subsequent Offenses</b>	Written Penalty Notice Disconnection of Water Service Reconnection Fee of <b>\$250.00</b>
<b>EMERGENCY DECLARATION</b>		
	<b>First Offense</b>	Written Warning Notice
	<b>Second Offense</b>	Written Warning Notice Disconnection of Water Service Reconnection Fee of <b>\$375.00</b>
	<b>Third &amp; Subsequent Offenses</b>	Written Summons Class 1 Misdemeanor Disconnection of Water Service Reconnection Fee of <b>\$500.00</b>

**Each day of violation constitutes a separate offense.**

**The Luray Police Department is charged with enforcement of this Ordinance.**



**Town of Luray**  
**Salary Plan**  
2020-2021



**Administration**

Position	Type	Min	Max
Administrative Assistant	Part-time	15.00 / hr	15.00 / hr
Assistant Town Manager	Full-time Exempt	65,000	125,000
Assistant Town Clerk/Treasurer	Full-time Non-Exempt	40,000	75,000
Customer Service Clerk	Full-time Non-Exempt	30,000	50,000
Planning & Zoning Assistant	Part-time	15.00 / hr	15.00 / hr
Town Clerk/Treasurer	Full-time Exempt	65,000	125,000
Town Manager	Full-time Exempt	Contract	
Utility Account Specialist	Full-time Non-Exempt	34,000	55,000

**Parks & Recreation**

Assitant Superintendent	Full-time Non-Exempt	37,500	75,000
Crew Leader	Full-time Non-Exempt	36,000	67,000
Equipment Operator	Full-time Non-Exempt	34,000	64,000
Maintenance Worker	Full-time Non-Exempt	28,000	58,000
Superintendent	Full-time Exempt	55,000	95,000
Park Attendent	Part-time	7.25 / hr	12.00 / hr

**Public Works**

Assistant Superintendent	Full-time Non-Exempt	37,500	75,000
Crew Leader	Full-time Non-Exempt	36,000	67,000
Equipment Operator	Full-time Non-Exempt	34,000	64,000
Maintenance Worker	Full-time Non-Exempt	28,000	58,000
Meter Reader	Full-time Non-Exempt	30,000	60,000
Superintendent	Full-time Exempt	55,000	95,000

**Utilities**

Assistant Superintendent	Full-time Non-Exempt	37,500	75,000
Maintenance Worker	Full-time Non-Exempt	28,000	58,000
Operator	Full-time Non-Exempt	30,000	60,000
Superintendent	Full-time Exempt	55,000	95,000

**Police**

Chief of Police	Full-time Exempt	65,000	120,000
Captain	Full-time Non-Exempt	60,000	100,000
Lieutenant	Full-time Non-Exempt	42,500	75,000
Sergeant	Full-time Non-Exempt	37,500	72,500
Detective	Full-time Non-Exempt	37,500	70,000
Patrol Officer	Full-time Non-Exempt	35,000	65,000

Synopsis							
FY 2020-2021	Year End FY 2017-2018	Year End FY 2018-2019	Budget FY 2019-2020	Proposed Budget FY 2020-2021	Increase (Decrease)	%	Notes
<b>Revenues</b>							
General Fund Revenues	6,864,251	11,824,103	7,978,210	5,875,290	(2,102,920)	-26%	
Project Funds (CDBG-People Inc)	0	-	700,000	700,000	-	0%	
Water Fund	1,325,237	1,399,317	1,522,982	1,482,616	(40,366)	-3%	
Sewer Fund	1,704,061	1,764,851	2,012,345	3,646,402	1,634,057	81%	
<b>Total Revenues</b>	<b>9,893,549</b>	<b>14,988,271</b>	<b>12,213,537</b>	<b>11,704,308</b>	<b>(509,229)</b>	<b>-4%</b>	
<b>Expenditures</b>							
General Fund	6,348,256	11,929,150	7,978,210	5,875,290	(2,102,920)	-26%	
Project Fund (CDBG)	-	-	700,000	700,000	-	0%	
Water Fund	1,316,113	1,421,174	1,522,982	1,482,616	(40,366)	-3%	
Sewer Fund	1,584,785	1,602,163	2,012,345	3,646,402	1,634,057	81%	
<b>Total Expenditures</b>	<b>9,249,154</b>	<b>14,952,487</b>	<b>12,213,537</b>	<b>11,704,308</b>	<b>(509,229)</b>	<b>-4%</b>	
General Fund Variance	515,995	(105,047)	-	-	-	0%	
Project Fund Variance (CDBG)	-	-	-	-	-	0%	
Water Fund Variance	9,124	(21,857)	-	-	-	0%	
Sewer Fund Variance	119,276	162,688	-	-	-		
<b>Variance</b>	<b>644,395</b>	<b>35,784</b>	<b>-</b>	<b>-</b>			

Synopsis	Year End	Year End	Budget	Proposed Budget	Increase		
	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	(Decrease)	%	Notes
<b>Expenditures by Department</b>							
Mayor & Council	170,765	175,086	188,104	188,788	684	0%	
Town Manager	81,697	111,499	118,581	120,366	1,785	2%	
Town Attorney	42,177	42,169	35,000	40,000	5,000	14%	
Annual Audit	5,900	6,000	6,700	6,920	220	3%	
Treasurer	284,600	291,303	319,833	325,177	5,344	2%	
IT Support	22,102	17,396	24,000	20,000	(4,000)	-17%	
Safety Program	23,069	31,700	31,500	21,730	(9,770)	-31%	
Board of Elections	0	-	-	-	-	0%	
Police Dept.	1,273,772	1,249,702	1,287,278	1,441,985	154,707	12%	
Street Dept.	1,374,380	1,369,852	1,142,492	1,191,172	48,680	4%	
Refuse Collection	272,933	271,067	279,000	279,000	-	0%	
General Properties	567,148	356,769	522,050	393,930	(128,120)	-25%	
Tax Relief	17,951	17,725	20,000	18,000	(2,000)	-10%	
Parks & Recreation	888,829	958,210	988,494	1,332,955	344,461	35%	
Planning & Zoning	39,233	28,175	53,100	43,750	(9,350)	-18%	
Economic Development	95,455	170,475	171,133	176,033	4,900	3%	
Main St. Capital Projects	997,382	6,632,319	2,480,000	75,000	(2,405,000)	-97%	
Debt Service	190,863	199,703	310,945	200,484	(110,461)	-36%	
	6,348,256	11,929,150	7,978,210	5,875,290	(2,102,920)	-26%	
<b>Total Gen.Fund Exp.</b>	<b>6,348,256</b>	<b>11,929,150</b>	<b>7,978,210</b>	<b>5,875,290</b>	<b>(2,102,920)</b>	<b>-26%</b>	
		-					
<b>CDBG Project Fund</b>		-	700,000	700,000	700,000	100%	
<b>Water Fund</b>							
Administration	118,054	150,712	160,192	165,462	5,270	3%	
Data Processing	81,136	87,723	94,431	95,371	940	1%	
Operations	375,682	369,765	400,685	375,064	(25,621)	-6%	
Water Plant	343,964	415,223	451,183	453,437	2,254	0%	
Debt Service	397,277	397,751	416,491	393,282	(23,209)	-6%	
	1,316,113	1,421,174	1,522,982	1,482,616	(40,366)		
<b>Total Water Fund</b>	<b>1,316,113</b>	<b>1,421,174</b>	<b>1,522,982</b>	<b>1,482,616</b>	<b>(40,366)</b>	<b>-3%</b>	

<b>Synopsis</b>							
<b>FY 2017-2018</b>	<b>Year End</b>	<b>Year End</b>	<b>Budget</b>	<b>Proposed Budget</b>	<b>Increase</b>		
	<b>FY 2017-2018</b>	<b>FY 2018-2019</b>	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>(Decrease)</b>	<b>%</b>	<b>Notes</b>
<b>Sewer Fund</b>							
Administration	155,985	167,544	185,452	180,622	(4,830)	-3%	
Data Processing	80,879	87,876	96,231	96,666	435	0%	
Operations	272,038	351,433	443,681	378,600	(65,081)	-15%	
Wastewater Treat.Plant	678,268	598,576	893,622	2,581,318	1,687,696	189%	
Debt Service	397,615	396,734	393,449	409,196	15,747	4%	
	1,584,785	1,602,163	2,012,435	3,646,402	1,633,967		
<b>Total Sewer Fund</b>	<b>1,584,785</b>	<b>1,602,163</b>	<b>2,012,435</b>	<b>3,646,402</b>	<b>1,633,967</b>	<b>81%</b>	
<b>Total Expenditures</b>	<b>9,249,154</b>	<b>14,952,487</b>	<b>12,213,627</b>	<b>11,704,308</b>	<b>(509,319)</b>	<b>-4%</b>	

REVENUES									
Account #	General Fund Description	Year End FY 2017-2018	Year End FY 2018-2019	FY 2019-2020	Year to Date Dec. 31,2019	Balance FY 2019-2020	Proposed FY 2020-2021	Increase (Decrease)	Notes
3-100-11010-0001	Current Real Property Taxes	1,218,561	1,218,572	1,265,303	572,264	693,039	1,220,000	(45,303)	96%
3-100-11010-0002	Delinquent Real Property Taxes	22,034	22,878	23,000	11,630	11,370	23,000	-	100%
3-100-11010-0004	Enterprise Zone - Real Estate Rebate	(1,342)	(1,341)	(1,300)	(671)	(629)	(1,300)	-	-100%
3-100-11020-0001	Public Service Corp. Taxes	56,339	57,449	57,500	60,271	(2,771)	60,000	2,500	104%
3-100-11030-0001	Current Personal Prop.Taxes	169,476	174,279	169,500	81,376	88,124	169,500	-	100%
3-100-11030-0002	Delinquent Personal Prop. Taxes	6,857	4,288	7,000	3,224	3,776	5,000	(2,000)	71%
3-100-11031-0001	Current Mobile Homes Tax	647	602	650	234	416	600	(50)	92%
3-100-11060-0001	Penalties - all taxes	10,273	9,674	10,500	4,634	5,866	10,000	(500)	95%
3-100-11060-0002	Interest - all taxes	13,917	12,555	16,000	4,467	11,533	13,000	(3,000)	81%
3-100-12010-0001	Local Sales and Use Taxes	192,407	195,600	202,000	111,746	90,254	200,000	(2,000)	99%
3-100-12020-0001	Consumer Utility Taxes	71,111	70,113	71,000	33,464	37,536	71,000	-	100%
3-100-12020-0002	State Communications Tax	70,639	65,532	71,000	33,023	37,977	66,000	(5,000)	93%
3-100-12020-0005	Right of Way Fees	18,185	18,591	19,000	11,273	7,727	18,600	(400)	98%
3-100-12030-0001	Business License Tax	304,024	333,814	312,000	3,200	308,800	320,000	8,000	103%
3-100-12030-0002	Enterprise Zone - Bus. Lic. Rebate	(4,557)	(3,716)	(4,000)	(2,473)	(1,527)	(3,400)	600	-85%
3-100-12030-0003	Tourism Zone - Bus. Lic. Rebate	-	-	(2,000)	-	(2,000)	-	2,000	0%
3-100-12040-0001	Franchise License Tax	32,620	35,112	35,000	17,982	17,018	35,000	-	100%
3-100-12050-0001	Motor Vehicle Fee	58,580	57,654	59,000	7,085	51,915	58,000	(1,000)	98%
3-100-12060-0001	Bank Franchise Tax	200,873	263,527	201,000	-	201,000	230,000	29,000	114%
3-100-12070-0001	Transient Occupancy Tax	232,345	231,939	238,000	130,506	107,494	230,000	(8,000)	97%
3-100-12070-0002	Enterprise Zone -TO Rebate	(14,995)	(12,901)	(6,000)	(3,352)	(2,648)	(7,000)	(1,000)	-117%
3-100-12070-0003	Tourism Zone - TO Rebate	-	-	(1,000)	-	(1,000)	-	1,000	0%
3-100-12080-0001	Meals Tax	696,855	702,624	712,000	315,874	396,126	702,000	(10,000)	99%
3-100-12080-0002	Enterprise Zone - Meals Tax Rebate	(11,109)	(8,123)	(4,000)	(2,510)	(1,490)	(5,000)	(1,000)	-125%
3-100-12080-0003	Tourism Zone - Meals Tax Rebate	-	-	(1,000)	-	(1,000)	-	1,000	0%
3-100-12090-0001	Cigarette Tax	128,487	134,664	130,000	72,298	57,702	132,000	2,000	102%
3-100-13030-0001	Zoning-Special Use Permit	10,220	8,548	14,000	2,060	11,940	5,000	(9,000)	36%
3-100-14010-0001	Court Fines & Foreitures	13,629	11,730	14,000	4,069	9,931	11,000	(3,000)	79%
3-100-14010-0003	Parking Fines	1,035	230	1,000	95	905	200	(800)	20%
3-100-15010-0001	Interest on Investments	134	6,963	500	6,896	(6,396)	7,000	6,500	1400%
3-100-15020-0001	Rental - General Property	850	850	1,000	-	1,000	850	(150)	85%
3-100-15020-0002	Rental - Rec. Prop. & Facilities	5,410	7,080	6,500	4,825	1,675	7,000	500	108%
3-100-15020-0005	Rental - Depot	6,000	6,000	6,000	4,000	2,000	6,000	-	100%
3-100-15020-0006	Rental - Airport Hangars	-	-	45,120	-	45,120	45,120	-	100%
3-100-16030-0001	Police - Vehicle Impoundment	199	110	500	-	500	100	(400)	20%
3-100-16080-0001	Waste Collections & Disposal	271,013	267,844	282,000	142,304	139,696	282,000	-	100%
3-100-16120-0001	Swimming Fees	18,446	23,898	19,000	23,974	(4,974)	23,800	4,800	125%
3-100-16120-0002	Fishing & Boating Fees	8,567	5,652	9,000	3,124	5,876	6,000	(3,000)	67%
3-100-16120-0003	Shelter Rentals	9,785	9,049	10,000	2,945	7,055	9,000	(1,000)	90%
3-100-16120-0004	Cola Commissions	318	172	500	51	449	200	(300)	40%
3-100-16120-0005	Recreation Program Donations	1,190	2,740	1,500	941	559	1,500	-	100%
3-100-16120-0006	Greenway Donations	1,250	1,100	1,200	4,000	(2,800)	1,200	-	100%
3-100-16120-0007	Hawksbill Greenway Foundation	23,015	-	24,000	-	24,000	-	(24,000)	0%
3-100-16120-0010	Depot Donations	-	-	100	-	100	-	(100)	0%
3-100-16120-0011	Lake Arrowhead Concessions	3,089	3,224	3,500	2,550	950	3,200	(300)	91%
3-100-16120-0013	Recreation - Special Events	29,876	21,614	31,875	15,568	16,307	25,000	(6,875)	78%
3-100-16120-0015	Page County Donation-TOT	-	26,712	20,000	7,500	12,500	22,000	2,000	100%
3-100-16120-023	Recreation - Event Deposits	-	600	-	-500	-	500	500	100%

REVENUES										
Account #	General Fund Description	Year End FY 2017-2018	Budget FY 2018-2019	Proposed FY 2019-2020	Year to Date Dec. 31,2019	Balance FY 2019-2020	Proposed FY 2020-2021	Increase (Decrease)		Notes
3-100-18030-0001	Rebates & Refunds	158	-	300	939	(639)	200	(100)	67%	
3-100-18990-0001	Miscellaneous Income	1,892	1,971	2,000	3,463	(1,463)	2,000	-	100%	
3-100-18990-0002	Sale of Equipment	-	8,104	5,000	4,602	398	5,000	-	100%	
3-100-18990-0003	Police/Community Grants (ICAC)	650	1,800	4,000	50	3,950	4,000	-	100%	
3-100-18990-0004	Police Grants	3,759	4,834	3,000	3,433	(433)	-	(3,000)	0%	
3-100-18990-0005	K-9 Donations	13,880	1,400	1,500	-	1,500	-	(1,500)	0%	
3-100-18990-0013	Bad Checks	1,050	1,225	1,000	595	405	1,000	-	100%	
3-100-19010-0001	Recoveries & Rebates	764	1,359	1,400	-	1,400	-	(1,400)	0%	
3-100-19020-0001	Depot Electricity	3,488	4,231	2,500	1,157	1,343	2,500	-	100%	
3-100-19020-0003	Credit Card Fees	4,546	7,155	4,500	4,503	(3)	7,000	2,500	156%	
3-100-19020-0004	FOIA Recovered Costs	-	160	50	-	50	-	(50)	0%	
3-100-19020-0005	Valley Health Proffer	-	-	-	-	-	-	-	0%	
3-100-22010-0003	Rolling Stock Tax-Vehicle Carrier	30	4,108	4,100	4,094	6	4,100	-	100%	
3-100-22010-0009	Pers. Property Tax Reimbursement	74,575	74,574	74,574	74,574	0	74,574	-	100%	
3-100-22011-0001	4% DMV Rental Tax	712	824	800	484	316	700	(100)	88%	
3-100-22011-0002	DMV - Animal Friendly Plates	16	31	50	-	50	50	-	100%	
3-100-24010-0001	State Aid - Localities Police	119,888	124,324	119,888	64,588	55,300	131,696	11,808	110%	
3-100-24020-0001	Fire Program Funds	17,065	16,943	17,000	-	17,000	17,000	-	100%	
3-100-24020-0002	EMS-Disaster Recover Funds	-	-	100	-	100	-	(100)	0%	
3-100-24030-0001	Street and Highway Maintenance	1,130,418	1,164,168	1,180,500	587,566	592,934	1,180,500	-	100%	
3-100-24030-0002	Litter Control	2,706	2,790	2,800	2,214	586	2,300	(500)	82%	
3-100-24030-0004	Parks & Recreation Grants	-	-	2,000	-	2,000	6,000	4,000	300%	4000 PACA 2000 VA
3-100-24030-0005	VDOT Rev. Sharing-Mem Dr-Phase 2	-	239,310	50,000	87,310	(37,310)	25,000	(25,000)	50%	
3-100-24030-0006	VDOT Revenue Sharing-Roundabout	-	109,806	250,000	-	250,000	-	(250,000)	0%	
3-100-24030-0007	VDOT-Revenue Sharing - Bridge	-	2,191,024	375,000	-	375,000	-	(375,000)	0%	
3-100-24030-0008	VDOT-State of Good Repair Funds	-	-	250,000	-	250,000	12,500	(237,500)	5%	
3-100-24070-0003	Virginia Commission for the Arts	4,500	4,500	4,500	4,500	-	4,500	-	100%	
3-100-24070-0005	Asset Forfeiture Proceeds	-	1,780	15,000	1,063	13,937	10,000	(5,000)	67%	
3-100-24090-0003	LDI Broad St	-	103,793	-	-	-	25,000	25,000	0%	LDI N Broad Grant
3-100-31010-0008	Law Enforcement Block Grant	-	-	-	-	-	-	-	0%	
3-100-31010-0010	Bullet Proof Vest Grant	9,379	355	5,000	355	4,646	5,000	-	100%	
3-100-31010-0011	Ground Transportation Safety Grant	-	5,072	-	-	-	-	-	0%	
3-100-31010-0013	Federal Hwy Admin.Bridge Grant Funds	704,561	621,416	-	634,117	(634,117)	-	-	0%	
3-100-41010-0001	Insurance Recoveries	3,026	-	3,000	-	3,000	500	(2,500)	17%	
3-100-41020-0001	Restitution (Court Ordered)	2,022	-	2,200	75	2,125	500	(1,700)	23%	
3-100-41040-0001	(Bridge Proceeds) Proceeds from Indebted	781,233	3,139,544	750,000	386,001	363,999	-	(750,000)	0%	
3-100-41040-0002	Proceeds from Indebtedness	107,680	-	-	-	-	350,000	350,000	0%	Park Loan
3-100-41999-0009	Transfer from Reserves	-	-	775,000	-	775,000	-	(775,000)	0%	
<b>Total General Fund Revenues</b>		<b>6,864,251</b>	<b>11,824,103</b>	<b>7,978,210</b>	<b>3,555,630</b>	<b>4,422,580</b>	<b>5,875,290</b>	<b>(2,102,920)</b>	<b>74%</b>	

Account #	CDBG Description	Year End FY 2017-2018	Year End FY 2018-2019	Proposed FY 2019-2020	Year to Date Dec. 31,2019	Balance FY 2019-2020	Proposed FY 2020-2021	Increase (Decrease)		Notes
	<b>Project Fund</b>									
3-320-15010-0005	CDBG Revolving Loan - Interest	0			-	-		-		
3-320-32010-0001	CDBG - People Inc./NSVRC		0	700000		700,000	700000	-	100%	Luray Meadows Apts
	(CDBG Loan Proceeds)	0			-	-		-		
	<b>Water Fund</b>									
3-501-13030-0033	Water Tap Fees	1,800	7,200	10,000	1,200	8,800	10,000	-	100%	Luray Meadows Apt.
3-501-13030-0035	Reconnection Fees	6,395	7,000	6,500	2,105	4,395	6,500	-	100%	
3-501-13030-0036	Water Facility Fees	6,640	33,650	108,000	3,320	104,680	82,734	(25,266)	77%	Luray Meadows Apt.
3-501-16190-0001	Customer Sales - Water	1,310,402	1,280,266	1,320,482	629,031	691,451	1,380,482	60,000	105%	6% Increase
3-501-18010-0001	Miscellaneous Income	-	300	300	-	300	300	-	100%	
3-501-19120-0003	Recoveries & Rebates	-	100	100	176	(76)	100	-	100%	
3-501-24303-0001	VDH Grant	-	1,800	2,600	2,432	168	2,500	(100)	96%	
0-501-00102-0002	Transfer to/from other funds	0	69,000	75,000			0	-	0%	
	<b>Total Water Funds Revenues</b>	<b>1,325,237</b>	<b>1,399,317</b>	<b>1,522,982</b>	<b>638,264</b>	<b>884,718</b>	<b>1,482,616</b>	<b>(40,366)</b>	<b>0%</b>	
	<b>Sewer Fund Revenue</b>									
3-502-13030-0033	Sewer Tap Fees	8,340	6,000	10,000	1,800	8,200	10,000	-	100%	Luray Meadows Apt.
3-502-13030-0035	Sewer Facility Fees	5,940	35,640	185,000	13,830	171,170	141,557	(43,443)	77%	Luray Meadows Apt.
3-502-16190-0001	Customer Sales - Sewer	1,535,196	1,521,411	1,545,745	773,219	772,526	1,566,245	20,500	101%	1/2 of Proposed Rate Increase
3-502-16190-0002	Sewer Surcharges	151,090	145,000	160,000	106,185	53,815	175,000	15,000	109%	\$12 + 0.40/gal
3-502-16190-0005	Nutrient Credit Program	2,995	6,200	3,000	626	2,374	3,000	-	100%	
3-502-18010-0001	Miscellaneous Income	500	500	500	-	500	500	-	100%	
3-502-19020-0003	Recoveries & Rebates	-	100	100	-	100	100	-	100%	
	BRB WWTP Loan						1,750,000			WWTP Improvements
0-502-00102-0002	Transfer to/from other funds	0	50,000	108,000	-	108,000			0%	
	<b>Total Sewer Fund Revenues</b>	<b>1,704,061</b>	<b>1,764,851</b>	<b>2,012,345</b>	<b>895,660</b>	<b>1,116,685</b>	<b>3,646,402</b>	<b>-</b>	<b>0%</b>	
	<b>Total Revenues</b>	<b>9,893,549</b>	<b>14,988,271</b>	<b>12,213,537</b>	<b>5,089,554</b>	<b>7,123,983</b>	<b>11,704,308</b>	<b>(509,229)</b>	<b>96%</b>	

		EXPENDITURES	FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested
		Description	2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21
<i>Mayor &amp; Council</i>												
100-11100	1111	Salaries & Wages	34,012	34,863	35,800	17,879	17,921	50%	35,800	-	0%	35,800
100-11100	2100	FICA	2,602	2,667	2,740	1,387	1,353	49%	2,740	-	0%	2,740
100-11100	2300	Group Ins. Programs	77,148	86,064	86,064	43,032	43,032	50%	90,248	4,184	5%	90,248
100-11100	5307	Public Official Liability	6,700	6,010	7,000	6,958	42	1%	6,500	(500)	-7%	6,500
100-11100	5540	Travel & Training	5,965	4,979	8,000	1,130	6,870	86%	6,000	(2,000)	-25%	6,000
100-11100	5810	Membership Dues/Subscriptions	6,454	7,148	7,000	7,234	(234)	-3%	8,000	1,000	14%	8,000
100-11100	5811	Contributions	24,500	24,500	27,000	25,000	2,000	7%	27,000	-	0%	27,000
<i>PAL - \$4500 Library - \$6000 Earth Day \$500</i>												
<i>Previous Donations</i>												
<i>Fire Dept. - \$ 7000 After Prom \$ 1000 Greenhill \$1500</i>												
<i>Luray Page Chamber of Commerce - \$ 3000</i>												
<i>Luray Page Co. Tourism - \$ 3000</i>												
100-11100	5840	Misc. Expenses	10,271	6,924	11,000	2,411	8,589	78%	11,000	-	0%	11,000
100-11100	6001	Office Supplies	3,113	1,931	3,500	491	3,009	86%	1,500	(2,000)	-57%	1,500
<b>Total</b>			<b>170,765</b>	<b>175,086</b>	<b>188,104</b>	<b>105,522</b>	<b>82,582</b>	<b>44%</b>	<b>188,788</b>	<b>684</b>	<b>0%</b>	<b>188,788</b>
<i>Town Manager</i>												
100-12100	1102	Salaries & Wages-Town Manager	15,638	40,397	41,325	20,704	20,621	50%	41,325	-	0%	41,325
100-12100	1104	Salaries & Wages-Asst. Town Manager	29,560	28,168	28,815	15,438	13,377	46%	30,815	2,000	7%	30,815
100-12100	2100	FICA	3,884	5,324	5,370	2,816	2,554	48%	5,550	180	3%	5,550
100-12100	2210	VRS	5,029	7,958	7,771	4,025	3,746	48%	10,835	3,064	39%	10,835
100-12100	2300	Group Ins. Programs	4,707	9,890	10,080	5,271	4,809	48%	10,561	481	5%	10,561
100-12100	2400	Group Life Ins. (VRS)	631	940	920	483	437	48%	980	60	7%	980
100-12100	3130	FOIA Expenses		160								
100-12100	3310	Maint.Repairs. Mach. & Equip.	125	112	750	40	710	95%	300	(450)	-60%	300
100-12100	3311	Repair Parts	111	-	750	-	750	100%	300	(450)	-60%	300
100-12100	3600	Advertising	3,796	3,592	2,000	917	1,083	54%	2,000	-	0%	2,000
100-12100	5210	Postal Services	837	125	1,000	-	1,000	100%	500	(500)	-50%	500
100-12100	5410	Vehicle Allowance	4,800	4,800	4,800	2,400	2,400	50%	4,800	-	0%	4,800
100-12100	5540	Travel & Training	3,872	3,862	6,000	1,878	4,122	69%	4,000	(2,000)	-33%	4,000
100-12100	5810	Membership Dues - Subscriptions	532	1,351	1,000	936	64	6%	1,400	400	40%	1,400
100-12100	5841	Website/Email Maintenance	4,097	4,213	4,500	1,810	2,690	60%	4,500	-	0%	4,500
100-12100	6001	Office Supplies	2,042	468	1,500	193	1,307	87%	1,000	(500)	-33%	1,000
100-12100	6008	Gasoline, Lube, Tire	84	24	250	27	223	89%	250	-	0%	250
100-12100	6014	Materials & Supplies	-	115	500	225	275	55%	500	-	0%	500
100-12100	8201	Machinery & Equipment	1,704	-	1,000	-	1,000	100%	500	(500)	-50%	1,000
100-12100	8202	Furniture & Fixtures	248	-	250	-	250	100%	250	-	100%	250
<b>Totals</b>			<b>81,697</b>	<b>111,499</b>	<b>118,581</b>	<b>57,163</b>	<b>61,418</b>	<b>52%</b>	<b>120,366</b>	<b>1,785</b>	<b>2%</b>	<b>120,866</b>
<i>Legal Services</i>												
100-12210	3150	Town Attorney	42,177	42,169	35000	20,402	14,598	42%	40000	5,000	14%	35000
<i>Annual Audit</i>												
100-12240	3120	Independent Auditors	5,900	6,000	6,700	-	6,700	100%	6,920	220	3%	6,920

EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested		
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21		
<i>Treasurer</i>													
100-12410	1101	Salaries & Wages - Clerk-Treasurer	80,098	82,064	84,115	42,057	42,058	50%	84,115	-	0%	84,115	
100-12410	1102	Salaries & Wages- Personnel	76,035	78,934	81,401	40,727	40,674	50%	81,401	-	0%	81,401	
100-12410	1103	Salaries & Wages- PT Personnel	22,084	12,901	24,000	11,209	12,791	53%	24,000	-	0%	24,000	
100-12410	2100	FICA	13,386	13,020	14,498	7,085	7,413	51%	14,498	-	0%	14,498	
100-12410	2210	VRS	16,114	17,918	18,339	9,192	9,147	50%	24,730	6,391	35%	24,730	
100-12410	2300	Group Ins. Programs	35,632	39,620	39,660	19,901	19,759	50%	41,563	1,903	5%	41,563	
100-12410	2400	Group Life (VRS)	2,022	2,118	2,170	1,087	1,083	50%	2,220	50	2%	2,220	
100-12410	3310	Maint.Repairs Mach. & Equip.	7,098	7,727	12,000	8,089	3,911	33%	12,000	-	0%	12,000	
100-12410	3600	Advertising	-	150	100	-	100	100%	100	-	0%	100	
100-12410	5210	Postal Service	2,138	1,537	3,000	507	2,493	83%	3,000	-	0%	3,000	
100-12410	5306	Surety Bond Premiums	645	656	700	654	46	7%	700	-	0%	700	
100-12410	5410	Lease/Rent of Equip.	8,414	7,677	9,500	3,294	6,206	65%	9,500	-	0%	9,500	
100-12410	5450	Credit Card Expense	8,439	11,648	10,000	4,445	5,555	56%	10,000	-	0%	10,000	
100-12410	5540	Travel & Training	665	586	1,000	-	1,000	100%	1,000	-	0%	1,000	
100-12410	5810	Membership Dues/Subscriptions	1,125	1,575	1,600	1,125	475	30%	1,600	-	0%	1,600	
100-12410	6001	Office Supplies	10,092	11,967	14,000	1,625	12,375	88%	13,000	(1,000)	-7%	13,000	
100-12410	6014	Materials & Supplies	263	286	250	133	117	47%	250	-	0%	250	
100-12410	8201	Machinery & Equipment	-	757	3,000	2,969	31	1%	1,000	(2,000)	-67%	1,000	
100-12410	8202	Furniture & Fixtures	350	162	500	-	500	0%	500	-	-100%	500	
<b>Totals</b>			<b>284,600</b>	<b>291,303</b>	<b>319,833</b>	<b>154,099</b>	<b>165,734</b>	<b>52%</b>	<b>325,177</b>	<b>5,344</b>	<b>2%</b>	<b>325,177</b>	
<i>IT Support</i>													
100-12610	3130	IT Technician	9,227	12,858	11,000	4,522	6,478	59%	10,000	(1,000)	-9%	11,000	Historic Expenditures
100-12610	3310	IT Repairs & Maintenance	12,235	3,610	6,000	4,153	1,847	31%	5,000	(1,000)	-17%	6,000	
100-12610	3311	IT Repair Parts & Supplies	640	928	7,000	272	6,728	96%	5,000	(2,000)	-29%	7,000	
<b>Totals</b>			<b>22,102</b>	<b>17,396</b>	<b>24,000</b>	<b>8,947</b>	<b>15,053</b>	<b>63%</b>	<b>20,000</b>	<b>(4,000)</b>	<b>-17%</b>	<b>24,000</b>	
<i>Safety Programs</i>													
100-12710	1101	Salaries & Wages - Safety Officer	2,000	2,000	3,000	3,000	-	0%	3,000	-	0%	3,000	
100-12710	2100	FICA	-	-	-	212	(212)	-	230	-	-	230	
100-12710	5140	Contract Services	3,900	1,950	-	-	-	0%	-	-	0%	-	
100-12710	5540	Travel & Training	-	1,439	5,000	1,063	3,937	79%	2,500	(2,500)	-50%	5,000	Weed Control Costs in General Properties
100-12710	6014	Materials & Supplies	6,432	10,673	6,000	3,374	2,626	44%	6,000	-	0%	9,000	
100-12710	8201	Equipment	10,737	15,638	17,500	10,829	6,671	38%	10,000	(7,500)	-43%	14,000	
<b>Totals</b>			<b>23,069</b>	<b>31,700</b>	<b>31,500</b>	<b>18,478</b>	<b>13,022</b>	<b>41%</b>	<b>21,730</b>	<b>(9,770)</b>	<b>-31%</b>	<b>31,230</b>	

		EXPENDITURES	FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested	
		Description	2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21	
		<b>Board of Elections</b>											
100-13100	3000	Personal Services	-	-	0	-	-	100%	0	-	0%	0	
100-13100	3310	Maint.,Repairs Mach.&Equip	-	-	0	-	-	100%	0	-	0%	0	
100-13100	3600	Advertising	-	-	0	-	-	100%	0	-	0%	0	
100-13100	6001	Materials & Supplies	-	-	0	-	-	100%	0	-	0%	0	
		<b>Total</b>	-	-	-	-	-	100%	-	-	0%	-	
		<b>Police Department</b>											
100-31100	1101	Salaries & Wages - Chief	84,732	86,813	88,893	44,492	44,401	50%	88,893	-	0%	88,893	
100-31100	1102	Salaries & Wages Personnel Patrol	468,674	488,663	500,813	252,306	248,507	50%	554,700	53,887	11%	554,700	Narcotic Position \$45,000 - Sergeant \$2,000 - Captain \$2,000
100-31100	1122	Salaries & Wages Dispatchers	41,361	42,395	43,455	21,728	21,727	50%	43,455	-	0%	43,455	
100-31100	1141	Salaries & Wages - Overtime	27,465	28,851	35,000	16,623	18,377	53%	35,000	-	0%	35,000	
100-31100	1142	Overtime - Special Event	2,696	5,218	6,000	2,666	3,334	56%	6,000	-	0%	6,000	
100-31100	1311	Part time - Dispatchers	2,680	2,050	3,500	1,614	1,886	54%	3,500	-	0%	3,500	
100-31100	1312	Part time - temporary	81,366	78,970	93,000	46,732	46,268	50%	93,000	-	0%	93,000	
100-31100	2100	FICA	49,507	53,058	58,692	28,301	30,391	52%	62,814	4,122	7%	62,814	
100-31100	2210	VRS	61,975	68,259	90,156	35,321	54,835	61%	102,653	12,497	14%	102,653	
100-31100	2300	Group Ins. Program	171,519	167,400	165,240	83,972	81,268	49%	196,600	31,360	19%	196,600	
100-31100	2400	Group Life Ins. (VRS)	7,777	8,071	8,379	4,176	4,203	50%	9,220	841	10%	9,220	
100-31100	3110	Physicals	-	-	500	-	500	100%	500	-	0%	500	
100-31100	3310	Maint. Repairs Mach. & Equipment	10,717	9,716	15,000	3,771	11,229	75%	15,000	-	0%	15,000	
100-31100	3311	Repair Parts	4,774	8,243	10,000	2,540	7,460	75%	10,000	-	0%	10,000	
100-31100	3600	Advertising	187	30	100	-	100	100%	100	-	0%	100	
100-31100	5210	Postal Service	600	509	750	-	750	100%	750	-	0%	750	
100-31100	5230	Communications	18,402	19,217	18,000	7,124	10,876	60%	18,000	-	0%	18,000	
100-31100	5310	Liability Insurance	12,000	12,000	14,000	12,000	2,000	14%	13,000	(1,000)	-7%	13,000	
100-31100	5410	Lease/Rental of Equipment	3,708	2,669	7,000	1,398	5,602	80%	7,000	-	0%	7,000	
100-31100	5540	Travel & Training	2,863	18,269	15,000	5,435	9,565	64%	15,000	-	0%	20,000	Increase for Planned College Tuition (Fadeley)
100-31100	5810	Membership Dues - Subscriptions	14,641	5,958	19,500	14,703	4,797	25%	19,500	-	0%	34,500	Narcotics Task Force Buy In
100-31100	5843	Asset Forfeiture Expenses							10,000			10,000	have to appropriate the existing \$1779.68
100-31100	5844	Grant Expenditures	9,254	3,964	9,000	1,727	7,273	81%	9,000	-	0%	9,000	
100-31100	5845	Court Costs	4,087	2,459	4,500	1,077	3,423	76%	4,500	-	0%	4,500	
100-31100	5850	Emergency Operations	59	-	1,000	-	1,000	100%	1,000	-	0%	1,000	
100-31100	5855	Senior/Physically Challenged	225	-	300	-	300	100%	300	-	0%	300	
100-31100	6001	Office Supplies	3,963	1,330	4,500	2,165	2,335	52%	4,500	-	0%	4,500	
100-31100	6008	Gas, Lube, Tires, Etc.	23,513	24,806	20,000	13,095	6,905	35%	25,000	5,000	25%	25,000	Increase for added travel for Task Force Position
100-31100	6010	Police Supplies & Range	13,005	14,938	14,000	6,390	7,610	54%	14,000	-	0%	14,000	
100-31100	6011	Uniforms	10,631	5,644	10,000	3,405	6,595	66%	10,000	-	0%	10,000	
100-31100	6014	Materials & Supplies	1,593	2,295	4,000	609	3,391	85%	4,000	-	0%	4,000	
100-31100	8201	Machinery & Equipment	2,419	16,451	11,000	8,999	2,001	18%	11,000	-	0%	11,000	
100-31100	8202	Furniture & Fixtures	199	1,436	2,500	-	2,500	100%	2,500	-	0%	2,500	
100-31100	8203	Communication Equipment	-	-	2,500	-	2,500	100%	2,500	-	0%	2,500	new police portable and mobile radios
		<b>Total</b>	<b>1,136,592</b>	<b>1,179,682</b>	<b>1,276,278</b>	<b>622,369</b>	<b>653,909</b>	<b>51%</b>	<b>1,392,985</b>	<b>116,707</b>	<b>9%</b>	<b>1,412,985</b>	

EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested		
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21		
<b>Police - Capital Outlay</b>													
100-31150	8201	Machinery & Equipment	66,534	22,636	11,000	-	11,000	100%	17,000	6,000	55%	25,000	Increase \$14,000 for vehicle upfitting & Cameras
100-31150	8202	Mach.-Equip - Maintenance & Repairs	-	-	-	-	-	-	-	20,000	100%	20,000	Required new radio system
100-31150	8203	Communications	-	-	-	-	-	-	-	2,400	100%	2,400	new police portable and mobile radios
100-31150	8205	Vehicles	57,996	26,510	-	-	-	0%	32,000	32,000	100%	64,000	2 new police cruisers
100-31150	8206	Buildings & Structures	-	-	-	-	-	-	-	5,000	100%	5,000	Replace PD Floors
100-31150	8214	Structures & Property Maint. & Repairs	-	-	-	-	-	-	-	-	-	-	
100-31150	8215	Property Acquisition	-	-	-	-	-	-	-	-	-	-	
100-31150	8217	Replacement Projects	-	-	-	-	-	-	-	-	-	-	
100-31150	8218	Engineering/Surveying/Studies	-	-	-	-	-	-	-	-	-	-	
100-31150	8219	Improvement Projects	12,650	20,874	-	-	-	0%	-	-	0%	-	
100-31150	8220	Compliance	-	-	-	-	-	-	-	-	-	-	
100-31150	8226	Other Projects	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>137,180</b>	<b>70,020</b>	<b>11,000</b>	<b>-</b>	<b>11,000</b>	<b>100%</b>	<b>49,000</b>	<b>38,000</b>	<b>345%</b>	<b>116,400</b>		
<b>Total Police Dept.</b>		<b>1,273,772</b>	<b>1,249,702</b>	<b>1,287,278</b>	<b>622,369</b>	<b>664,909</b>	<b>52%</b>	<b>1,441,985</b>	<b>154,707</b>	<b>12%</b>	<b>1,529,385</b>		
<b>Streets</b>													
		<b>FY Ending</b>	<b>FY Ending</b>	<b>Budget</b>	<b>Year-to-Date</b>	<b>Balance</b>	<b>%</b>						
100-41200	1100	Salaries & Wages Town Supt.	23,783	25,379	25,962	13,007	12,955	50%	25,962	-	0%	25,962	
100-41200	1101	Salaries & Wages Personnel	124,888	108,250	122,100	61,027	61,073	50%	117,318	(4,782)	-4%	117,318	
100-41200	1102	Salaries - Part Time	25,176	21,045	35,500	15,813	19,687	55%	35,500	-	0%	35,500	
100-41200	1141	Salaries & Wages Overtime	9,002	1,499	11,000	1,171	9,829	89%	11,000	-	0%	11,000	
100-41200	1142	Overtime - Special	1,347	2,192	2,500	637	1,863	75%	2,500	-	0%	2,500	
100-41200	2100	FICA	13,259	12,090	15,100	7,061	8,039	53%	14,800	(300)	-2%	14,800	
100-41200	2210	VRS	15,533	14,537	16,400	8,211	8,189	50%	21,406	5,006	31%	21,406	
100-41200	2300	Group Ins. Programs	46,495	44,869	36,000	23,417	12,583	35%	49,036	13,036	36%	49,036	
100-41200	2400	Group Life Ins. (VRS)	1,953	1,735	1,940	986	954	49%	1,920	(20)	-1%	1,920	
100-41200	2450	VLDP (Virginia Local Disability Program)	599	549	640	319	321	50%	980	340	53%	980	
100-41200	3310	Maint.Repairs Mach & Equipment	27,638	23,817	28,000	3,746	24,254	87%	28,000	-	0%	28,000	
100-41200	3311	Repair Parts	31,498	34,412	32,000	6,323	25,677	80%	32,000	-	0%	32,000	
100-41200	3600	Advertising	152	513	500	535	(35)	600	100	20%	600		
100-41200	5110	Electricity	136,519	139,582	165,000	60,267	104,733	63%	160,000	(5,000)	-3%	160,000	Historic Expenditure
100-41200	5120	Heating Expenses	3,705	3,041	3,000	635	2,365	79%	3,500	500	17%	3,500	
100-41200	5210	Postage	-	-	100	-	100	100%	100	-	0%	100	
100-41200	5230	Communications	4,419	5,467	4,000	4,244	(244)	6,000	2,000	50%	6,000		
100-41200	5310	Insurance - VML Liability	6,000	8,000	8,000	8,000	-	8,000	-	0%	8,000		
100-41200	5410	Lease of Equipment	-	-	500	500	-	1,000	500	100%	1,000		
100-41200	5540	Travel & Training	715	559	750	-	750	100%	750	-	0%	750	
100-41200	5860	Licenses/Certifications	-	-	2,000	-	-	2,000	-	100%	2,000		
100-41200	6001	Office Supplies	486	299	500	173	327	65%	500	-	0%	500	
100-41200	6008	Gas, Lube Tires, Etc.	11,282	11,195	12,000	4,301	7,699	64%	12,000	-	0%	12,000	
100-41200	6011	Uniforms	4,852	4,897	4,500	2,474	2,026	45%	5,000	500	11%	5,000	
100-41200	6014	Material & Supplies	17,012	30,051	25,000	14,971	10,029	40%	28,000	3,000	12%	28,000	
100-41200	8201	Machinery & Equipment	2,610	7,912	7,500	-	7,500	100%	7,500	-	0%	7,500	
<b>Totals</b>		<b>508,923</b>	<b>501,890</b>	<b>560,492</b>	<b>237,818</b>	<b>322,674</b>	<b>58%</b>	<b>575,372</b>	<b>14,880</b>	<b>3%</b>	<b>575,372</b>		

EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested		
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21		
<b>Streets - Capital Outlay</b>													
100-41250	8201	Machinery & Equipment	50,486	-	7,000		7,000	0%	15,800	8,800	126%	46,500	(4) \$3000 Breaker for Backhoe (6) 15,000 mower (7) \$ 2,000 salt spreader \$6000 upfit (2/3) 350 truck \$800 upfit (1/3) 150 truck
100-41250	8202	Mach.-Equip - Maintenance & Repairs	-				-	0%		-	0%		
100-41250	8203	Communications					-	0%		-	0%		
100-41250	8205	Vehicles	2,500	-	25,000	11,203	13,798	0%	34,000	9,000	36%	22,000	(1) 350 Truck (2/3) \$12,000 (2) 150 Truck (1/3) \$10,000
100-41250	8206	Buildings & Structures	20,016				-	0%		-	0%		
100-41250	8214	Structures & Property Maint. & Repairs	-				-	0%		-	0%		
100-41250	8215	Property Acquisition					-	0%		-	0%		
100-41250	8217	Replacement Projects	-				-	0%		-	0%		
100-41250	8218	Engineering/Surveying/Studies	-				-	0%		-	0%		
100-41250	8219	Improvement Projects					-	0%	16,000	16,000	100%	16,000	(5) \$16000 Ped. Lights - School Zone
100-41250	8220	Compliance					-	0%	-	-	100%	18,000	(3) \$18000 FHWA Ped. Signals
100-41250	8226	Other Projects	-				-	0%		-	0%		
<b>Totals</b>			<b>73,002</b>	<b>-</b>	<b>32,000</b>	<b>11,203</b>	<b>20,798</b>	<b>0%</b>	<b>65,800</b>	<b>33,800</b>	<b>100%</b>	<b>102,500</b>	
<b>VDOT Reimbursements</b>													
100-41300	3140	St. Engineering/Bridge Repairs	23,738	39,925	50,000	22,560	27,440	69%	50,000	-	0%	50,000	
100-41300	5847	Snow & Ice Removal	9,763	15,057	20,000	5,748	14,252	95%	20,000	-	0%	20,000	
100-41300	5848	Storm Drainage	15,480	30,526	30,000	9,500	20,500	67%	30,000	-	0%	30,000	
100-41300	5849	Street-Sidewalk Materials	148,276	388,051	150,000	299,671	(149,671)	-39%	150,000	-	0%	150,000	
100-41300	5850	Paving	400,488	140,075	175,000	51,874	123,126	88%	175,000	-	0%	175,000	
100-41300	5851	Street Repairs	122,760	203,532	75,000	144,473	(69,473)	-34%	75,000	-	0%	75,000	
100-41300	6014	Materials & Supplies	71,950	50,796	50,000	15,798	34,202	67%	50,000	-	0%	50,000	
<b>Totals</b>			<b>792,455</b>	<b>867,962</b>	<b>550,000</b>	<b>549,624</b>	<b>376</b>	<b>0%</b>	<b>550,000</b>	<b>-</b>	<b>0%</b>	<b>550,000</b>	
<b>Total Streets</b>			<b>1,374,380</b>	<b>1,369,852</b>	<b>1,142,492</b>	<b>798,644</b>	<b>343,848</b>	<b>30%</b>	<b>1,191,172</b>	<b>48,680</b>	<b>4%</b>	<b>1,227,872</b>	
<b>Refuse Collections</b>													
100-42300	5140	Contract Services- Trash Collection	263,977	263,556	265,000	109,868	155,132	59%	265,000	-	0%	265,000	
100-42300	5150	Landfill Tipping Fees	3,979	4,854	7,000	1,982	5,018	72%	7,000	-	0%	7,000	
100-42300	5160	Recycling Expense	4,977	2,657	7,000	990	6,010	86%	7,000	-	0%	7,000	
<b>Totals</b>			<b>272,933</b>	<b>271,067</b>	<b>279,000</b>	<b>112,840</b>	<b>166,160</b>	<b>60%</b>	<b>279,000</b>	<b>-</b>	<b>0%</b>	<b>279,000</b>	
100-53300	5700	Tax Relief for the Elderly & Disabled	17,951	17,725	20,000	-	20,000	100%	18,000	(2,000)	-10%	18,000	
										22950%			

EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21
		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%				
<i>General Properties</i>											
100-43200	1102				-	-		3000	3,000	100%	3000
100-43200	2100							230	230	100%	230
100-43200	2220							15,000	(1,500)	-9%	15,000
100-43200	3130							7,000	3,500	100%	7,000
100-43200	3150							500		0%	500
100-43200	3160									0%	
100-43200	3310							25,000	(11,000)	-31%	25,000
100-43200	3311							7,000	(1,000)	-13%	7,000
100-43200	3312							5,000		0%	5,000
100-43200	3320							25,000	5,000	25%	25,000
100-43200	3330							25,000	(15,000)	-38%	25,000
100-43200	3550							2,000		0%	2,000
100-43200	3600							500	300	150%	200
100-43200	3820							15,000		0%	15,000
100-43200	3840							3,000	1,000	50%	3,000
100-43200	5110							29,000		0%	25,000
100-43200	5120							5,000		0%	5,000
100-43200	5210								(50)	-100%	
100-43200	5230							28,000	(7,000)	-20%	28,000
100-43200	5310							60,000	2,000	3%	60,000
100-43200	5410							12,000		0%	12,000
100-43200	5420							3,000		0%	3,000
	5540							1,500			
100-43200	5840							500		0%	500
100-43200	5852							50		0%	50
100-43200	5853							16,000	(2,000)	-11%	16,000
100-43200	5854							17,000		0%	17,000
100-43200	5855							4,500		0%	4,500
100-43200	6001							500		0%	500
100-43200	6012									0%	
100-43200	6013							1,000		0%	1,000
100-43200	6014							20,000	4,000	25%	16,000
100-43200	6015							250	(250)	-50%	250
100-43200	6016							900	650	260%	900
100-43200	8201							4,000	(2,500)	-38%	4,000
100-43200	8227							1,500		0%	1,500
100-43200	8236									0%	
100-43200	8238							20,000	(5,000)	-20%	20,000
								357,930	(24,120)	-6%	344,900
<b>Totals</b>											
		438,279	335,521	382,050	188,528	193,522	51%				
<i>General Properties - Capital Outlay</i>											
100-43250	8201								(15,000)	100%	
100-43250	8215							11,000			
100-43250	8217									100%	
100-43250	8218										

		EXPENDITURES	FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested	
		Description	2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21	
100-43250	8219	Improvement Projects	44,928	14,000	125,000	53,925	71,075	57%	25,000	(100,000)	-80%		Gateway Improvements (LDI)
		Totals	128,869	21,248	140,000	54,925	85,075	61%	36,000	(104,000)	-74%	-	
		Total General Properties	567,148	356,769	522,050	243,453	278,597	53%	393,930	(128,120)	-25%	344,900	
		<b>Parks &amp; Recreation</b>											
100-71200	1100	Salaries & Wages Park Superintendent	71,206	59,699	56,375	28,188	28,187	50%	56,375	-	0%	56,375	
100-71200	1101	Salaries & Wages Personnel	200,151	214,842	225,679	109,916	115,763	51%	221,000	(4,679)	-2%	221,000	
100-71200	1102	Salaries & Wages Part time Personnel	59,136	74,446	78,500	47,513	30,987	39%	85,000	6,500	8%	85,000	Additional part time for June - July - Aug.
100-71200	1141	Salaries & Wages - Overtime	31,182	34,405	22,000	21,288	712	3%	25,000	3,000	14%	30,000	\$17,000 of allocated overtime is for gate closures 365 days a year Dept to adjust work schedules to minimize OT
100-71200	1142	Overtime - Special	3,370	4,686	8,000	6,185	1,815	23%	9,000	1,000	13%	9,000	
100-71200	2100	FICA	26,866	28,605	29,800	15,704	14,096	47%	30,500	700	2%	30,500	
100-71200	2210	VRS	28,297	29,344	30,920	15,365	15,555	50%	41,500	10,580	34%	41,500	
100-71200	2300	Group Ins. Programs	77,784	84,060	86,760	43,380	43,380	50%	90,900	4,140	5%	90,900	
100-71200	2400	Group Life Ins. (VRS)	3,551	3,469	3,660	1,847	1,813	50%	3,720	60	2%	3,720	
100-71200	2450	VLDP (Virginia Local Disability Program)	404	581	500	416	(202)	-40%	960	460	92%	960	
100-71200	2600	Unemployment	3,030	3,056	3,000	-	3,000	100%	3,000	-	0%	3,000	
100-71200	3310	Maint. Repairs. Machinery & Equip.	18,660	18,021	20,000	7,127	12,873	64%	20,000	-	0%	20,000	
100-71200	3311	Repair Parts	24,946	26,787	22,000	6,907	15,093	69%	22,000	-	0%	22,000	
100-71200	3600	Advertising	2,039	3,297	3,000	525	2,475	83%	3,000	-	0%	3,000	
100-71200	5110	Electricity	45,163	49,069	42,000	17,571	24,429	58%	51,500	9,500	23%	51,500	Rate increase (per Bryan)
100-71200	5120	Heating Services	5,207	3,665	4,500	724	3,776	84%	4,500	-	0%	4,500	
100-71200	5210	Postal Services	1,049	1,550	1,300	520	780	60%	1,000	(300)	-23%	1,000	
100-71200	5230	Communications	15,121	15,636	16,000	6,857	9,143	57%	16,000	-	0%	16,000	
100-71200	5310	Liability Insurance	6,000	6,000	7,500	6,000	1,500	20%	7,500	-	0%	7,500	
100-71200	5410	Rental/lease Fees	11,188	11,433	15,000	10,805	4,195	28%	12,000	(3,000)	-20%	12,000	
100-71200	5540	Travel & Training	1,207	7,584	6,000	2,003	3,997	67%	2,500	(3,500)	-58%	2,500	
100-71200	5810	Membership Dues & Subscriptions	875	1,325	1,500	15	1,485	-100%	1,500	-	0%	1,500	
100-71200	5860	Licenses/Certifications			3,000	-	3,000		500	3,000	100%	3,000	
100-71200	6001	Office Supplies	3,433	2,337	3,500	655	2,845	81%	2,500	(1,000)	-29%	2,500	
100-71200	6008	Gas, Lube, Tires, Etc.	20,983	20,883	18,000	7,180	10,820	60%	18,000	-	0%	18,000	
100-71200	6011	Uniforms	9,585	9,131	7,000	3,883	3,117	45%	7,000	-	0%	7,000	
100-71200	6013	Greenway Maintenance	7,820	7,663	8,000	135	7,865	98%	12,000	4,000	50%	12,000	Repairs to pavement, guard rails, rotten boards, picnic tables, benches, post
100-71200	6014	Materials & Supplies	60,105	65,380	55,000	22,216	32,784	60%	55,000	-	0%	55,000	8 TBC replacement trashcans (downtown) Required \$2/capita for tree city designation
100-71200	6015	Tree/Beautifc.Improvement Projects	13,671	16,068	10,000	9,430	570	6%	10,000	-	0%	10,000	
100-71200	6016	Recreation Special Events	49,575	47,469	47,000	30,125	16,875	36%	47,000	-	0%	47,000	
100-71200	6017	Lake Arrowhead Concession Expenses	2,550	2,080	2,000	994	1,006	50%	3,000	1,000	50%	3,000	
100-71200	6020	Tree Maintenance	6,314	4,167	5,000	3,900	1,100	22%	7,000	2,000	40%	7,000	Right Tree/Right Place stump grinding
100-71200	8201	Machinery & Equipment	9,282	2,671	2,500	-	2,500	100%	2,500	-	0%	2,500	
100-71200	8330	Fourth of July Fireworks	17,300	17,550	18,000	8,900	9,100	51%	18,000	-	0%	18,000	
100-71200	8405	Lake Arrowhead Projects & Development	11,616	9,839	12,000	10,440	1,560	13%	10,000	(2,000)	-17%	10,000	Scout shelter repairs + TOL shelter roof replacement phase 1/6 + beach shack repairs
100-71200	8406	RHD Park Projects & Development	16,307	13,174	12,000	2,644	9,356	78%	7,000	(5,000)	-42%	7,000	
100-71200	8407	Greenway Projects	5,581	4,298	25,000	14,220	10,780	43%	15,000	(10,000)	-40%	15,000	Pase 3/3 Greenway trashcan replacement, ruffner picnic tables/pergola repairs/replacement
100-71200	8408	RH D Park Field Maintenance	-	-	15,500	12,300	-	0%	15,500	-	100%	15,500	Annual pest control/fertilization contract for all 5 fields
		<b>Totals</b>	<b>870,554</b>	<b>904,270</b>	<b>927,494</b>	<b>475,878</b>	<b>451,616</b>	<b>49%</b>	<b>938,455</b>	<b>10,961</b>	<b>1%</b>	<b>945,955</b>	



EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21
<b>Capital Projects</b>											
100-94000	8500	West Main Street Bridge Replacement	803,894	3,379,247	750,000	147,977	602,023	80%		(750,000)	-100%
100-94000	8501	Construction Reserves	150	-	250,000	-	250,000	100%	25,000	(225,000)	-90%
100-94000	8502	Revenue Sharing- Northcott/West Main	300	1,170	500,000	-	500,000	100%	-	(500,000)	-100%
100-94000	8600	Rev Sharing - Memorial Drive Upgrades- Phase 2	10,249	462,837	100,000	16,348	83,652	84%	50,000	(50,000)	-50%
100-94000	9110	Principal on Loan - Bridge	181,565	2,769,322	850,000	1,080,498	(10,429)	-100%		(850,000)	-100%
100-94000	9120	Interest on Loan	1,224	19,743	30,000	6,819	23,181	77%		(30,000)	-100%
<b>Totals</b>			<b>997,382</b>	<b>6,632,319</b>	<b>2,480,000</b>	<b>1,251,642</b>	<b>1,228,358</b>	<b>50%</b>	<b>75,000</b>	<b>(2,405,000)</b>	<b>-97%</b>
<b>General Fund Debt Service</b>											
100-95100	9110	Debt Service - Principal					-				
		Town Office Building	61,589	61,985	8,300	3,817	4,483	54%	9,070	770	9%
100-95100	9112	Debt Service - Lease to own - Police	59,198	68,693	70,000	18,225	51,775	74%	18,100	(51,900)	-74%
100-95100	9113	Interest - Vehicles	2,226	2,153	3,100	619	2,481	-100%	675	(2,425)	-78%
100-95100	9115	Equipment - Lease to Own	8,925	8,925	8,925	-	8,925	0%	8,925	-	
100-95100	9120	Debt Service - Interest Payments		18,522							
		Town Hall	19,980	-	19,000	7,533	11,467	60%	18,170	(830)	-4%
100-95100	9135	Debt Issuance Costs	-	-			-				
100-95100	9140	Airport Hangars Reserves	-	-	45,120	-	45,120	100%	45,120	-	0%
100-95100	9150	Little League Complex & Playground - Principal	25,000	25,000	70,000	35,000	35,000	50%	71,000	1,000	1%
100-95100	9160	Little League Complex & Playground - Interest	6,199	5,494	8,000	1,968	6,032	75%	15,000	9,506	88%
100-95100	9170	Browns Bld. - Principal		-	70,000	35,000	35,000	50%	7,224	7,224	0%
100-95100	9180	Browns Bld - Interest	7,746	8,931	8,500	3,869	4,631	54%	7,200	(1,300)	-15%
<b>Totals</b>			<b>190,863</b>	<b>199,703</b>	<b>310,945</b>	<b>106,031</b>	<b>204,914</b>	<b>66%</b>	<b>200,484</b>	<b>(110,461)</b>	<b>-36%</b>
<b>General Fund Total Expenditures</b>			<b>6,348,256</b>	<b>11,929,150</b>	<b>7,978,210</b>	<b>4,167,177</b>	<b>3,811,033</b>	<b>48%</b>	<b>5,875,290</b>	<b>(2,102,920)</b>	<b>-26%</b>
<b>CDBG Fund Project Fund</b>											
320-7000	8234	CDBG Expenditures- People Inc.	-	-	700,000		700,000	100%	700,000	-	0%



		EXPENDITURES	FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested	
		Description	2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21	
Water Operations													
501-42000	1101	Salaries & Wages Personnel	137,800	137,753	147,770	68,383	79,387	54%	132,800	(14,970)	-10%	132,800	
501-42000	1141	Salaries & Wages Overtime	20,844	21,920	19,000	13,595	5,405	28%	19,000	-	0%	19,000	
501-42000	1142	Overtime - Special	1,192	1,953	2,500	360	2,140	86%	2,500	-	0%	2,500	
501-42000	2100	FICA	11,588	11,654	12,750	5,915	6,835	54%	11,800	(950)	-7%	11,800	
501-42000	2210	VRS	14,386	15,296	16,050	7,540	8,510	53%	19,840	3,790	24%	19,840	
501-42000	2300	Group Ins. Programs	46,476	50,818	51,840	25,020	26,820	52%	54,316	2,476	5%	54,316	
501-42000	2400	Group Life Ins. (VRS)	1,805	1,808	1,900	907	993	52%	1,780	(120)	-6%	1,780	
501-42000	2450	VLDP (Virginia Local Disability Program)	221	399	275	237	38	14%	800	525	191%	800	
501-42000	3310	Maint. Repairs Machinery & Equip.	25,677	14,627	10,000	6,559	3,441	34%	15,000	5,000	50%	15,000	
501-42000	3311	Repair Parts	23,306	11,824	9,000	2,812	6,188	69%	12,000	3,000	33%	12,000	
501-42000	3600	Advertising	89	-	100	-	(89)	-100%	100	-	0%	100	
501-42000	5110	Electricity	12,163	10,591	12,000	3,971	8,029	67%	12,000	-	0%	12,000	
501-42000	5210	Postal Service	-	-	100	-	100	100%	100	-	0%	100	
501-42000	5230	Communications	5,069	4,594	5,000	1,299	3,701	74%	6,000	1,000	20%	6,000	
501-42000	5410	Rents & Leases - Equip	-	-	500	-	500	100%	500	-	0%	500	
501-42000	5540	Travel & Training	180	1,026	1,000	-	1,000	100%	1,000	-	0%	1,000	
501-42000	5810	Membership Dues & Subscriptions	483	533	500	450	50	10%	500	-	0%	500	
501-42000	5858	Water Lab Fees	-	146	200	-	200	100%	200	-	0%	200	
501-42000	5860	Water Certification expense	-	-	1,000	-	1,000	100%	1,000	-	0%	1,000	
501-42000	6001	Office Supplies	-	1	200	-	200	100%	200	-	0%	200	
501-42000	6008	Gas, Lube, Tires	10,136	9,610	9,000	3,761	5,239	58%	9,000	-	0%	9,000	
501-42000	6011	Uniforms	4,681	5,982	5,000	3,179	1,821	36%	6,000	1,000	20%	6,000	
501-42000	6014	Materials & Supplies	32,221	48,909	40,000	28,228	11,772	29%	40,000	-	0%	40,000	
Totals			348,317	349,444	345,685	172,216	173,469	50%	346,436	751	0%	346,436	
Water Operations - Capital Outlay													
501-42250	8201	Machinery & Equipment	16,282	-	0	-	-	0%		-	100%	11500	(0/3) 350 upfit \$6000 (0/3) 150 upfit \$800 - (3) \$3000 Breaker for backhoe
501-42250	8202	Mach.-Equip - Maintenance & Repairs						0%		-	0%		
501-42250	8203	Communication Equipment						0%		-	0%		
501-42250	8205	Vehicles	-	-	25,000	25,000	-	0%		(25,000)	100%	22,000	(1) \$12000 (0/3) 350 truck (2) \$10000 (1/3) 150 truck
501-42250	8206	Buildings & Structures	-					0%		-	0%		
501-42250	8214	Structures & Property Maint. & Repairs						0%		-	0%		
501-42250	8215	Property Acquisition						0%		-	0%		
501-42250	8217	Replacement Projects	11,083	5,851	0			0%	28628	28,628	0%	54000	(4) \$24000 new Valves Meters - (5) \$30000 211 W waterline replacement
501-42250	8218	Engineering/Surveying/Studies			20000	20,000		0%		(20,000)	100%		
501-42250	8219	Improvement Projects	-	14,470	10,000	-	10,000	100%	0	(10,000)	-100%	26,000	(6) Planning Mill Road waterline
501-42250	8220	Compliance						0%		-	0%		
501-42250	8226	Other Projects						0%		-	0%		
Totals			27,365	20,321	55,000	45,000	10,000	18%	28,628	(26,372)	-48%	113,500	
Water Operations Totals			375,682	369,765	400,685	217,216	183,469	46%	375,064	(25,621)	-6%	459,936	

EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested		
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21		
Water Plant Operations													
501-43000	1102	Salaries - WTP Superintendent	76,824	48,614	58,537	33,976	24,561	42%	56,375	(2,162)	-4%	56,375	
501-43000	1103	WTP Operator		45,909	51,166	19,296	31,870	62%	51,166	-	0%	51,166	
501-43000	1141	Salaries - Overtime	4,845	4,541	6,000	2,496	3,504	58%	6,000	-	0%	6,000	
501-43000	2100	FICA	6,142	6,625	8,550	3,556	4,994	58%	8,700	150	2%	8,700	
501-43000	2210	VRS	8,020	10,530	11,700	6,163	5,537	47%	16,070	4,370	37%	16,070	
501-43000	2300	Group Insurance Program	27,108	37,897	38,880	19,440	19,440	50%	40,736	1,856	5%	40,736	
501-43000	2400	Group Life (VRS)	1,007	1,245	1,400	728	672	48%	1,440	40	3%	1,440	
501-43000	3309	Tank Inspections	6,600	8,466	8,500	7,986	514	6%	8,500	-	0%	8,500	
501-43000	3310	Maint. Repairs. Mach & Equip.	21,207	10,440	22,000	10,059	11,941	54%	25,000	3,000	14%	30,000	Compressor-Generator Service Plans - Hach Servie Plans (new)
501-43000	3311	Repair Parts	26,148	17,143	54,000	40,668	13,332	25%	35,000	(19,000)	-35%	58,000	Replacing obsolete equipment
501-43000	3312	PALL Inspections	7,938	7,485	8,000	7,260	740	9%	8,000	-	0%	8,000	
501-43000	3600	Advertising	179	338	200	-	200	100%	200	-	0%	200	
501-43000	5110	Electricity	76,762	85,754	75,000	33,746	41,254	55%	78,000	3,000	4%	78,000	Distribution charges
501-43000	5120	Heating	4,497	6,985	5,000	1,553	3,447	69%	6,000	1,000	20%	6,000	
501-43000	5210	Postage/ shipping costs	100	170	500	-	500	100%	500	-	0%	500	
501-43000	5230	Communications	12,321	8,639	8,000	4,003	3,997	50%	10,000	2,000	25%	10,000	cell phone service and data line (reservoir)
501-43000	5410	Rents & Leases- Equipment	-	-	250	-	250	100%	250	-	0%	250	
501-43000	5540	Travel & Training	1,826	2,317	5,000	1,241	3,759	75%	5,000	-	0%	5,000	
501-43000	5858	Water System Sample Fees	6,117	4,006	6,000	486	5,514	92%	6,000	-	0%	7,000	Sample fee increases
501-43000	5859	VDH Permit Fees	6,927	7,145	7,000	6,927	73	1%	7,000	-	0%	8,000	VDH permit fee increase
501-43000	5860	License - Certification Expense	200	350	2,500	400	2,100	84%	2,500	-	0%	2,500	
501-43000	5864	Lab Supplies	3,455	5,500	6,000	4,109	1,891	32%	7,000	1,000	17%	7,000	price increases
501-43000	6001	Office Supplies	703	2,107	1,000	645	355	36%	1,000	-	0%	1,000	
501-43000	6008	Gas, Lube, Tires, Etc.	1,781	2,990	3,000	774	2,226	74%	3,000	-	0%	4,000	
501-43000	6011	Uniforms	308	2,473	3,000	947	(289)	-100%	3,000	-	0%	4,000	
501-43000	6014	Materials & Supplies	22,337	22,583	25,000	11,288	13,712	55%	28,000	3,000	12%	33,000	supplies and chemical pricing increases
501-43000	8201	Machinery & Equipment	-	-	-	-	-	0%	2,000	2,000	100%	2,000	printers
Total			323,352	350,252	416,183	217,747	198,436	48%	416,437	254	0%	453,437	
Water Plant - Capital Outlay													
501-43250	8201	Machinery & Equipment	1,049	10,157	0	720	(720)	-100%	0	-	100%	70000	26 Pall UNA -620A Modules
501-43250	8202	Mach.-Equip - Maintenance & Repairs					-	0%	-	-	0%		
501-43250	8203	Communication Equipment					-	0%	22000	22,000	100%	22000	Windows 10 SCADA Upgrade
501-43250	8205	Vehicles		-	25000	23,130	1,870	7%	0	(25,000)	-100%	35000	truck
501-43250	8206	Buildings & Structures					-	0%	0	-	100%	15000	Building to store mowers and gator
501-43250	8214	Structures & Property Maint. & Repairs			0		-	0%	0	-	100%	0	
501-43250	8215	Property Acquisition					-	0%	-	-	0%		
501-43250	8217	Replacement Projects					-	0%	0	-	100%	7000	LED Lighting at Water Plant
501-43250	8218	Engineering/Surveying/Studies					-	0%	-	-	0%		
501-43250	8219	Improvement Projects	19,563	54,814	10,000	11,514	(1,514)	-15%	15,000	5,000	50%	27,500	Refinish water plant floor to non slip epoxy
501-43250	8220	Compliance					-	0%	-	-	0%		
501-43250	8226	Other Projects					-	0%	-	-	0%		
Totals			20,612	64,971	35,000	35,364	(364)	-1%	37,000	2,000	6%	176,500	
Water Plant Totals			343,964	415,223	451,183	253,111	198,072	44%	453,437	2,254	0%	629,937	

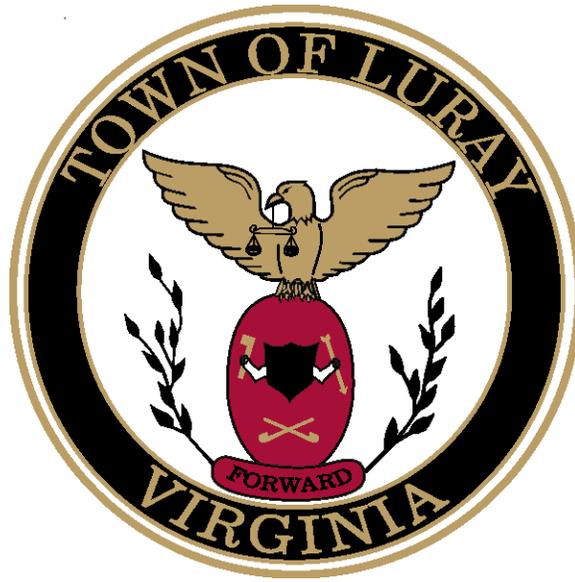
EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested	
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21	
<b>Water Fund Debt Service</b>												
501-95100	9110	Debt Service - Principal	167,702	171,912	179,723	104,692	75,031	42%	159,532	(20,191)	-11%	159,532
501-95100	9120	Debt Service - Interest on Loan	229,575	225,839	216,318	94,104	122,214	56%	213,300	(3,018)	-1%	213,300
501-95100	9130	Handling Charges	-	-	450	-	450	100%	450	-	0%	450
501-95100	9140	USDA - Rural Development Loan Reserves	-	-	20,000	-	20,000	100%	20,000	-	0%	20,000
<b>Total</b>		<b>397,277</b>	<b>397,751</b>	<b>416,491</b>	<b>198,796</b>	<b>217,695</b>	<b>52%</b>	<b>393,282</b>	<b>(23,209)</b>	<b>-6%</b>	<b>393,282</b>	
<b>Total Water Fund Expenditures</b>		<b>1,316,113</b>	<b>1,421,174</b>	<b>1,522,982</b>	<b>798,204</b>	<b>724,778</b>	<b>51%</b>	<b>1,482,616</b>	<b>(40,366)</b>	<b>-3%</b>	<b>1,743,988</b>	
<b>SEWER FUND</b>												
<u>Sewer Administration</u>												
502-41000	1101	Salaries & Wages Town Supt.	23,712	25,303	25962	12,968	12,994	50%	25962	-	0%	25962
502-41000	1102	Salaries & Wages Town Manager	15,196	40,276	41325	20,641	20,684	50%	41325	-	0%	41325
502-41000	1103	Salaries & Wages - Asst Town Manager	29,675	28,084	28815	15,392	13,423	47%	31185	2,370	8%	31185
502-41000	2100	FICA	5,045	6,884	7360	3,609	3,751	51%	7540	180	2%	7540
502-41000	2210	VRS	6,594	10,192	10700	5,415	5,285	49%	14720	4,020	38%	14720
502-41000	2300	Group Insurance Programs	8,382	13,842	13,680	6,716	6,964	51%	14,400	720	5%	14,400
502-41000	2400	Group Life Ins. (VRS)	827	1,205	1260	637	623	49%	1320	60	5%	1320
502-41000	3120	Annual Audit	5,900	6,050	6600	-	6,600	100%	6920	320	5%	6920
502-41000	3130	Professional Services (Year End)	5,574	3,643	4000	3,092	908	23%	4000	-	0%	4000
502-41000	3141	Engineering	32,595	17,917	20000	-	20,000	100%	8000	(12,000)	-60%	8000
502-41000	3150	Legal Costs	485	999	500	514	(14)	-3%	2000	1,500	300%	500
502-41000	5210	Postal Service	-	-	250	-	250	100%	250	-	0%	250
502-41000	5310	Liability Insurance	22,000	13,149	22000	13,149	8,851	40%	22000	-	0%	22000
502-41000	5860	Licenses/Certifications	-	-	3000	-	-	0%	1000	(2,000)	100%	1000
<b>Totals</b>		<b>155,985</b>	<b>167,544</b>	<b>185,452</b>	<b>82,133</b>	<b>103,319</b>	<b>56%</b>	<b>180,622</b>	<b>(4,830)</b>	<b>-3%</b>	<b>171,122</b>	
<u>Data Processing</u>												
502-41220	1100	Salaries & Wages Personnel	41,947	44,027	45701	22,837	22,864	50%	45701	-	0%	45701
502-41220	2100	FICA	2,881	3,007	3500	1,568	1,932	55%	3500	-	0%	3500
502-41220	2210	VRS	4,471	4,919	5100	2,513	2,587	51%	6830	1,730	34%	6830
502-41220	2300	Group Insurance Programs	12,747	14,279	14,280	7,083	7,197	50%	14,965	685	5%	14,965
502-41220	2400	Group Life Ins. (VRS)	561	581	600	297	303	51%	620	20	3%	620
502-41220	3310	Maint. Repairs Machinery & Equip.	8,422	8,743	13000	11,473	1,527	12%	12000	(1,000)	-8%	12000
502-41220	5210	Postal Service	7,150	9,000	9000	2,500	6,500	72%	9000	-	0%	9000
502-41220	5410	Rental/lease Fees	-	-	-	-	-	0%	-	-	0%	-
502-41220	5540	Travel & Training	-	-	300	-	300	100%	300	-	0%	300
502-41220	6001	Office Supplies	2,700	2,265	2500	1,289	1,211	48%	2500	-	0%	2500
502-41220	6014	Materials & Supplies	-	-	250	-	250	100%	250	-	0%	250
502-41220	8201	Machinery & Equipment	-	1,055	2000	-	2,000	100%	1000	(1,000)	-50%	1000
<b>Totals</b>		<b>80,879</b>	<b>87,876</b>	<b>96,231</b>	<b>49,560</b>	<b>46,671</b>	<b>48%</b>	<b>96,666</b>	<b>435</b>	<b>0%</b>	<b>96,666</b>	

		EXPENDITURES	FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested		
		Description	2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21		
<i>Sewer Operations</i>														
502-42000	1104	Salaries - Personnel	119,957	116,840	126,411	51,901	74,510	59%	109,000	(17,411)	-14%	109,000		
502-42000	1141	Salaries - Wages Overtime	12,364	16,266	14,000	5,629	8,371	60%	14,000	-	0%	14,000		
502-42000	1142	Overtime - Special	10,397	2,336	3,000	195	2,805	94%	3,000	-	0%	3,000		
502-42000	2100	FICA	10,417	9,879	10,600	4,146	6,454	61%	9,620	(980)	-9%	9,620		
502-42000	2210	VRS	12,491	12,931	13,500	5,286	8,214	61%	16,240	2,740	20%	16,240		
502-42000	2300	Group Insurance Programs	31,308	31,163	34,920	14,760	20,160	58%	36,600	1,680	5%	36,600		
502-42000	2400	Goup Life Ins. (VRS)	1,567	1,529	1,600	641	959	60%	1,460	(140)	-9%	1,460		
502-42000	2450	VLDP	-	308	400	204	196	-100%	630	230	100%	630		
502-42000	2600	Unemployment	-	-	-	-	-	-	1,200	1,200	100%	1,200		
502-42000	3310	Maint. Repairs, Machinery & Equip.	6,745	15,147	15,000	8,472	6,528	44%	15,000	-	0%	15,000	West Lu Lift Station	
502-42000	3311	Repair Parts	588	599	4,000	2,198	1,802	45%	5,000	1,000	25%	4,000	West Lu Lift Station	
502-42000	3600	Advertising	-	-	100	-	100	100%	100	-	0%	100		
502-42000	5110	Electricity	10,629	13,376	11,000	4,275	6,725	61%	12,000	1,000	9%	12,000		
502-42000	5210	Postal Service	18	-	100	-	100	100%	100	-	0%	100		
502-42000	5230	Communications	2,403	1,593	3,000	452	2,548	85%	3,000	-	0%	3,000		
502-42000	5410	Rental/Lease of Equipment	-	-	500	-	500	100%	500	-	0%	500		
502-42000	5540	Travel & Training	-	-	750	-	750	100%	750	-	0%	750		
502-42000	5810	Membership Dues & Subscriptions	-	-	100	-	100	100%	100	-	0%	100		
502-42000	5860	Certification Expense	-	-	1,000	-	1,000	100%	1,000	-	0%	1,000		
502-42000	6008	Gas, Lube and Tires	10,144	10,130	10,000	3,761	6,239	62%	10,000	-	0%	10,000		
502-42000	6011	Uniforms	3,870	4,848	4,200	2,382	1,818	43%	5,000	800	19%	5,000		
502-42000	6014	Materials & Supplies	15,592	8,802	20,000	11,066	8,934	45%	20,000	-	0%	20,000		
502-42000	8201	Machinery & Equipment	2,471	1,225	2,500	-	2,500	100%	2,500	-	0%	2,500		
<b>Totals</b>			<b>250,961</b>	<b>246,972</b>	<b>276,681</b>	<b>115,368</b>	<b>161,313</b>	<b>58%</b>	<b>266,800</b>	<b>(9,881)</b>	<b>-4%</b>	<b>265,800</b>		
<i>Sewer Operation - Capital Outlay</i>														
502-42250	8201	Machinery & Equipment	16,282	20,000	14,000	-	14,000	100%	9,800	(4,200)	-30%	11,500	\$6000 (1/3) 350 upfit - \$800 (1/3) 150 upfit \$3000 Breaker for backhoe	
502-42250	8202	Mach.-Equip - Maintenance & Repairs	-	-	-	-	-	0%	-	-	0%	-		
502-42250	8203	Communication Equipment	-	3,061	0	-	-	0%	-	-	0%	-		
502-42250	8205	Vehicles	-	52,000	25000	11,203	13,797	55%	22000	-	0%	22000	(1) \$12000 1/3 350 Truck - (2) \$10000 1/3 150 150 truck	
502-42250	8206	Buildings & Structures	-	-	-	-	-	0%	-	-	0%	-		
502-42250	8214	Structures & Property Maint. & Repairs	-	-	-	-	-	0%	-	-	0%	-		
502-42250	8215	Property Acquisition	-	-	-	-	-	0%	-	-	0%	-		
502-42250	8217	Replacement Projects	4,795	5,250	108000	110,491	(2,491)	-2%	45000	(63,000)	-58%	50000	(4) Nelson St. SS Pipe lining	
502-42250	8218	Engineering/Surveying/Studies	-	-	-	-	-	0%	15000	15,000	0%	-	West Lu Sewer Main Investigation	
502-42250	8219	Improvement Projects	-	24,150	20000	4,869	15,131	76%	20000	-	0%	28000	(5) Sewer Manhole Relining	
502-42250	8220	Compliance	-	-	-	-	-	0%	-	-	0%	-		
502-42250	8226	Other Projects	-	-	0	-	-	0%	0	-	0%	0		
<b>Totals</b>			<b>21,077</b>	<b>104,461</b>	<b>167,000</b>	<b>126,563</b>	<b>40,437</b>	<b>24%</b>	<b>111,800</b>	<b>(55,200)</b>	<b>-33%</b>	<b>111,500</b>		
<b>Sewer Operations Totals</b>			<b>272,038</b>	<b>351,433</b>	<b>443,681</b>	<b>241,931</b>	<b>201,750</b>	<b>45%</b>	<b>378,600</b>	<b>(65,081)</b>	<b>-15%</b>	<b>377,300</b>		

EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested		
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21		
<i>Sewer Plant Operations</i>													
502-43000	1101	Salaries - WWTP Supt.	66,122	67,775	69470	34,735	34,735	50%	69470	-	0%	69470	
502-43000	1102	Salaries - WWTP Operators	94,328	114,378	122492	57,534	64,958	53%	126410	3,918	3%	126410	
502-43000	1103	Salaries - Part Time	6,360	16,617	18,500	5,031	13,469	73%	18,500	-	0%	18,500	
502-43000	1141	Salaries - Wages Overtime	14,301	17,787	18000	9,431	8,569	48%	18000	-	0%	18000	
502-43000	2100	FICA	13,505	15,908	17100	7,958	9,142	53%	17830	730	4%	17830	
502-43000	2210	VRS	16,751	20,083	20640	10,224	10,416	50%	29270	8,630	42%	29270	
502-43000	2300	Group Insurance	36,792	45,315	45720	21,960	23,760	52%	47908	2,188	5%	47908	
502-43000	2400	Group Life (VRS)	2,102	2,374	2440	1,208	1,232	50%	2630	190	8%	2630	
502-43000	2450	VLDP (Virginia Local Disability Program)		220	260	130	130	50%	300	40	15%	300	
502-43000	2600	Unemployment	4,392	-	0	-	-		-	-	0%		
502-43000	3310	Maint. Repairs, Machinery & Equip.	5,356	4,204	10000	8,094	1,906	19%	20000	10,000	100%	20000	
502-43000	3311	Repair Parts	43,240	17,424	60000	59,780	220	0%	70000	10,000	17%	70000	
502-43000	3312	Pump Stations Costs	16,926	24,177	25000	9,189	15,811	63%	26000	1,000	4%	26000	
502-43000	3600	Advertising	137	122	200	-	200	100%	200	-	0%	200	
502-43000	5110	Electricity	165,149	159,204	214500	73,952	140,548	66%	200000	(14,500)	-7%	220000	Historic Expenditure
502-43000	5210	Postal Service	749	1,000	1500	-	1,500	100%	500	(1,000)	-67%	500	
502-43000	5230	Communications	7,038	7,532	7000	2,671	4,329	62%	8000	1,000	14%	7000	
502-43000	5410	Rents & Leases - Equipment	1,196	1,137	2600	724	1,876	72%	1000	(1,600)	-62%	1000	
502-43000	5540	Travel & Training	1,584	1,697	10500	298	10,202	97%	10500	-	0%	10500	
502-43000	5810	Membership Dues/Subscriptions	176	165	200	165	35	18%	200	-	0%	200	
502-43000	5858	Sample Fees	7,395	10,506	12200	4,879	7,321	60%	12600	400	3%	12600	
502-43000	5859	DEQ Plant Permit	7,984	8,104	8600	8,251	349	4%	8600	-	0%	8600	
502-43000	5863	Sewer-Certification Expense	205	500	1600	-	1,600	100%	600	(1,000)	-63%	600	
502-43000	5864	Lab Supplies	7,644	5,895	10000	1,648	8,352	84%	10000	-	0%	10000	
502-43000	5865	Sludge Disposal	907	74	6000	547	5,453	91%	3000	(3,000)	-50%	3000	
502-43000	5866	Nutrient Credit Program	1,875	1,875	2000	-	2,000	100%	2000	-	0%	2000	
502-43000	5867	Land Application Permit Fees	2,562	177	2600	-	2,600	100%	2800	200	8%	2800	
502-43000	5868	Lab Permit Fees	600	600	1000	-	1,000	100%	1000	-	0%	1000	
502-43000	6001	Office Supplies	150	299	1000	43	957	96%	1000	-	0%	1000	
502-43000	6008	Gas, Lube, Tires etc.	3,938	4,866	4000	872	3,128	78%	4000	-	0%	4000	
502-43000	6011	Uniforms	5,792	5,346	5500	3,088	2,412	44%	6000	500	9%	6000	
502-43000	6014	Materials & Supplies	40,188	41,041	50000	20,708	29,292	59%	50000	-	0%	60000	
502-43000	8201	Machinery & Equipment	-	275	3000	2,967	33	1%	3000	-	100%	10000	
<b>Totals</b>		<b>575,444</b>	<b>596,677</b>	<b>753,622</b>	<b>346,087</b>	<b>407,535</b>	<b>54%</b>	<b>771,318</b>	<b>17,696</b>	<b>2%</b>	<b>807,318</b>		
<b>Sewer Plant - Capital Outlay</b>													
502-43250	8201	Machinery & Equipment	-	1,899			-	0%	20,000	-	100%		Flyght Pump & Mower
502-43250	8202	Mach.-Equip - Maintenance & Repairs	99,573			-	-	0%		-	0%		
502-43250	8203	Communication Equipment					-	0%		-	0%		
502-43250	8205	Vehicles	-				-	0%		-	100%		
502-43250	8206	Buildings & Structures			40,000		40,000	0%	-	(40,000)	100%	40,000	new pump station East End of Luray Landing
502-43250	8214	Structures & Property Maint. & Repairs					-	0%		-	0%		
502-43250	8215	Property Acquisition					-	0%		-	0%		
502-43250	8217	Replacement Projects	3,251	-			-	0%		-	0%		

EXPENDITURES		FY Ending	FY Ending	Budget	Year-to-Date	Balance	%	Proposed	Increase		Requested	
Description		2017-2018	2018-2019	FY 2019-2020	12/31/2019	FY 2019-2020	Remaining	FY 2020-2021	(Decrease)	%	FY 20-21	
502-43250	8218					-	0%		-	0%		
502-43250	8219			100,000		100,000	0%	40,000	(60,000)	0%	100,000	Replacement of West-lu pump station
502-43250	8220					-	0%		-	0%		
502-43250	8226					-	0%	1,750,000	1,750,000	0%	1,750,000	WWTP Improvements - 30 yr Fin
	Totals	102,824	1,899	140,000	-	140,000	100%	1,810,000	1,670,000	1193%	1,890,000	
	Total Sewer Plant	678,268	598,576	893,622	346,087	547,535	61%	2,581,318	1,687,696	189%	2,697,318	
	Sewer Fund Debt Service								-			
502-95100	9110	290,762	299,202	303910	236,088	67,822	22%	300000	(3,910)	-1%	314237	
502-95100	9120	106,853	97,532	89539	33,292	56,247	63%	109196	19,657	22%	80216	Construction Loan Interest Interest
502-95100	9130	-			-	-	0%		-	0%		
	Totals	397,615	396,734	393,449	269,380	124,069	32%	409,196	15,747	4%	394,453	
	Total Sewer Fund Expenditures	1,584,785	1,602,163	2,012,435	989,091	1,023,344	51%	3,646,402	1,633,967	81%	3,736,859	
	Total Expenditures	9,249,154	14,952,487	12,213,627	5,954,472	6,259,155	51%	11,704,308	(509,319)	-4%	12,149,941	

# TOWN OF LURAY, VIRGINIA



## FISCAL POLICIES

The Town of Luray has a responsibility to its citizens to account for public funds, to manage its finances wisely, and to allocate its resources efficiently and effectively in order to provide the services desired by our citizens. These fiscal policies will provide these guidelines and goals to guide the financial practices of the Town.

### Policy Goals

Financial policies which are adopted, adhered to, and regularly reviewed are recognized as the cornerstone of sound financial management. An effective policy should:

- Provide a link between long-range financial planning and current operations.
- Promote long term financial stability by establishing clear and consistent guidelines.
- Provide for the total financial picture of the Town rather than concentrating on single issue areas.
- Enhance the Town's short-term and long-term financial credit ability by helping to achieve the highest credit rating and bond rating as possible.
- Provide a framework for measuring the fiscal impact of government service against established fiscal parameters and guidelines.

### Operating Budget Policies

1. The annual budget will be prepared consistent with guidelines established by the Code of Virginia and the Charter and Code of the Town of Luray.
2. The budget will be structured so that the Council and the public can understand the relationship between revenues and expenditures.

3. The goal of the Town is to fund all recurring expenditures with recurring revenues and to use non-recurring revenues only for non-recurring expenses.
4. When revenue shortfalls are anticipated in a fiscal year, spending during the fiscal year must be reduced sufficiently to offset current year shortfalls.
5. The Town will prepare the capital improvement budget in conjunction with estimates of available revenues in order to assure that the estimated costs and future impact of a capital project on the operating budget will be considered prior to its inclusion in the budget.
6. The Town will develop and annually update a financial trend monitoring system which will examine fiscal trends from the preceding 3 years. Where possible, trend indicators will be developed and tracked for specific elements of the Town's fiscal policy.
7. The operating budget preparation process will be conducted in such a manner as to allow decisions to be made regarding anticipated resource levels and expenditure requirements for the levels and types of services to be provided in the upcoming fiscal year. The following budget procedures will insure the orderly and equitable appropriation of those resources:
  - Operating budget requests are initiated at the Department level within target guidelines set by the Town Manager. Priorities of resource allocation to divisions within a Department are managed at the Department level.
  - In formulating budget requests priority will be given to maintaining the current level of services. New services will be funded through identification of new resources or reallocation of existing resources.
8. The operating budget is approved and appropriated by the Town Council at the Department level. Total expenditures cannot exceed total appropriations of any Department or Fund.
9. The Town Manager will submit a balanced budget to the Town Council by April 1<sup>st</sup> each year.
10. The Town Council will adopt the budget no later than June.
11. Transfers between departments within the same fund can be approved by the Town Manager.
12. Encumbered funds for active purchase orders can be carried forward into the next fiscal year with the approval of the Town Council.
13. Any amendments to the budget "which exceed one percent of total expenditures shown in the current adopted budget must be accomplished by publishing a notice of the meeting and a public hearing once in a newspaper having general circulation" at least seven days prior to the meeting date (State Code Section 15.2-2507).
14. The Town will approve an annual capital budget as an integral part of its operating budget.
15. The Town Council will accept recommendations from the Planning Commission for the capital budget that are consistent with identified needs in the adopted comprehensive plan.
16. The Town will coordinate the development of the capital budget with the development of the operating budget so that future operating costs, including annual debt service, associated with the new capital projects will be projected and included in operating budget forecasts.
17. Emphasis will continue to be placed upon a viable level of "pay-as-you-go" capital construction to fulfill needs in the Council's goals.
18. Financing plans for the capital program will be developed based upon a forecast of revenues and expenditures.
19. Upon completion of a capital project, any remaining appropriated funds in that project will be returned to the original appropriating fund. Any transfer of remaining funds from one project to another must be approved by the Town.

## **Revenue Policies**

The Town will strive to maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any one fiscal year.

The Town will monitor all taxes to ensure that they are equitably administered and collections are timely and accurate. The Town will follow an aggressive policy of collecting tax revenues.

The Town will where possible institute user fees and charges for specialized programs and services in the Town based on benefits and/or privileges granted by the Town or based on the cost of a particular service. Rates will be established to recover operational as well as capital or debt service costs.

The Town will identify all intergovernmental aid funding possibilities. However, before applying for or accepting either State or Federal fund, the Town will assess the merits of the program as if it were to be funded with local dollars. No grant will be accepted that will incur management and reporting costs greater than the grant.

The Town will attempt to recover all allowable costs, both direct and indirect, associated with the administration and implementation of programs funded through intergovernmental aid. In the case of State and Federally mandated programs, the Town will attempt to obtain full funding for the service from the governmental entity requiring that the service be provided.

In recognition of its fiduciary role in the management of all public funds entrusted to its care, it shall be the policy of the Town that all investable balances be invested with the same care, skill, prudence and diligence that a prudent and knowledgeable person would exercise when undertaking an enterprise of like character and aims. Further, it shall be the policy of the Town that all investments and investment practices meet or exceed all statutes and guidelines governing the investment of public funds in Virginia.

The investment portfolio shall be managed with the objective of obtaining no worse than a market rate of return over the course of budgetary and economic cycles, taking into account the constraints contained herein and the cash flow characteristics of the Town.

The Town will only invest in items which are approved by the Code of Virginia under the Investment of Public Funds Act, Sections 2.2-4500 through 2.2-4518 and the Local Government Investment Pool Act, Sections 2.2-4600 through 2.2-4606. The Town will not invest in derivatives or speculative investments, even if they comply with State Statutes concerning investment requirements.

Investments shall be diversified by (1) limiting overconcentration in securities from a specific issuer or business sector, (2) limiting investment in securities that have higher credit risks, (3) investing in securities with varying maturities and (4) continuously investing a portion in readily available funds to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

In no event shall the Town invest in any instrument that is prohibited by State law. In no event shall the maturities, percent portfolio diversification of instruments or the diversification of funds to be invested in any one issuer be in excess of any limitation imposed by State law.

### **Accounting, Auditing and Financial Reporting Policies**

The Town will establish and maintain a high standard of accounting practices in conformance with the Uniform Financial Reporting Manual of Virginia and Generally Accepted Accounting Principles (GAAP) for governmental entities as promulgated by the Governmental Accounting Standards Council (GASB).

Regular financial statements and annual financial reports will present a summary of financial activity by governmental funds.

An independent firm of certified public accountants will perform an annual financial and compliance audit according to generally accepted auditing standards; Government Auditing Standards issued by the Comptroller

General of the United States; and Specifications for Audit of Counties, Cities and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia.

The Town will annually seek the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

## **Debt Policies**

The Town will not fund current operations from the proceeds of borrowed funds. The Town will manage its financial resources in a way that prevents borrowing to meet working capital needs.

The Town will confine long-term borrowing to the funding of capital improvements or projects that cannot be financed by current revenues.

To the extent feasible, any year that the debt service payment falls below its current level, those savings will be used to finance one-time capital needs.

When the Town finances capital improvements or other projects through bonds or capital leases, it will repay the debt within a period not to exceed the expected useful life of the projects.

The Town's debt offering documents will provide full and complete public disclosure of financial condition and operating results and other pertinent credit information in compliance with municipal finance industry standards for similar issues.

## **Grant Administration**

The Town of Luray does not have a centralized Grants Department, therefore it is the responsibility of each Department obtaining a grant to care for and be familiar with all grant documents and requirements. If a grant is Federal, the department should immediately notify the Town Treasurer for inclusion in the Town of Luray's Single Audit. For the purpose of this policy "Town Manager or designated representative" applies to the individual within a given Department who will be responsible for the grant.

### **Grant Development, Application, and Approval**

1. Legislative Approval – The point at which legislative approval is required is determined by the requirements of the grant program. If the grant must be submitted by "an individual authorized by the legislative body", then Council approval is required prior to submitting the application. If such legislative approval is not specifically required by the written terms of the grant, then the department head may, at his or her discretion, approve grant applications. In this case, a copy of the application shall be sent to the Town Manager's office. If an award is given, a copy of the agreement shall also be furnished to the Town Manager's office. Electronic copies are preferable.
2. Matching Funds – Grants that require cash local matches must be coordinated through the Town Manager's office. At a minimum, funds must be identified within the existing budget to provide the match, or a budget adjustment will be required. Depending on the nature of the grant, there may also be some policy implications that will bear discussion. (For example, will the grant establish a level of service that cannot be sustained once the grant funds are depleted)
3. Grant Budgets – Most grants require the submission of an expenditure budget. The Department head should review this portion of the grant request prior to submission. The Town Treasurer will need to be contacted regarding personnel projections.

### **Grant Program Implementation**

1. Notification and Acceptance of an Award – Official notification of a grant award is typically sent by a funding agency to the Town Manager or designated representative and/or other official designated in the original grant proposal. However, the authorization to actually spend grant funds is derived from the Council through the approval of a grant budget. This is done with the adoption of the Government-wide operating budget, as the grant budget is a component of such.
2. Establishment of Accounts – The Department that obtained the grant will provide the Town Manager’s/Town Treasurer’s office with information needed to establish revenue and expense accounts for the project. Ordinarily, this information will include a copy of a summary of the project and a copy of the full project budget.
3. Purchasing Guidelines – All other Town purchasing and procurement guidelines apply to the expenditure of grant funds. The use of grant funds does not exempt any purchase from normal purchasing requirements. All typical paperwork, staff approvals, and bidding requirements apply. When in doubt, the Department should contact the Town Manager’s office for further assistance.

#### Financial and Budgetary Compliance

1. Monitoring Grant Funds – Departments may use some internal mechanism (such as a spreadsheet) to monitor grant revenues, expenditures and budgetary compliance, however all such financial information will also be maintained in the Town of Luray’s finance software at some level. The finance software is considered to be Town of Luray’s “official” accounting system. Ultimately, the information in this system is what will be audited and used to report to governing Council, not information obtained from offline spreadsheets. Departments are strongly encouraged to use inquiries and reports generated directly from the finance software to aide in grant tracking. If any “off-system” accounting records are maintained, it is the responsibility of the Department to ensure that the program’s internal records agree to the Town of Luray’s accounting system.
2. Fiscal Years – Occasionally, the fiscal year for the granting agency will not coincide with the Town of Luray’s fiscal year. This may require adjustments to the internal budget accounts and interim financial reports as well as special handling during fiscal year-end close. It is the responsibility of the department head to oversee grant budgets within his/her department and to bring such discrepancies to the attention of the Town Manager’s office at the time the grant accounts are established.
3. Grant Budgets – When the accounting structure for a grant is designed, it will include the budget that was prepared when the grant application was submitted. The terms of each specific grant will dictate whether any budget transfers between budgeted line items will be permitted. In no case will the Town Manager or designated representative be authorized to exceed the total budget authority provided by the grant.

If grant funds have not been totally expended by fiscal year-end, it is the responsibility of the Town Manager or designated representative to notify the Town Treasurer that budget funds need to be carried forward to the new fiscal year, and to confirm the amounts of such carry-forwards. This can be done during the Town of Luray’s normal annual budgeting process. Carry-forwards of grant funds will be subjected to maximum allowable amounts/percentages based on the grant award agreement and/or the Uniform Guidance compliance supplement.

4. Capital Assets – Town of Luray is responsible for maintaining an inventory of assets purchased with grant monies. The Town of Luray is accountable for them and must make them physically available for inspection during any audit. The Town Treasurer must be notified immediately of any sale of these assets.

Customarily, the proceeds of the sale can only be used on the grant program that purchased them. In most cases, specific governing regulations can be found in the original grant.

The individual Department overseeing the grant will coordinate this requirement. All transactions that involve the acquisition or disposal of grant funded fixed assets must be immediately brought to the attention of the Town Treasurer.

## Record Keeping

1. Audit Workpapers – The Town of Luray’s external auditors audit all grants at the end of each fiscal year. The Department who obtained the grant will prepare the required audit workpapers. These will then need to be sent to the Town Treasurer within a reasonable time following year end.
2. Record Keeping Requirements – Grant record keeping requirements may vary substantially from one granting agency to another. Consequently, a clear understanding of these grant requirements at the beginning of the grant process is vital. The Town Manager or designated representative within a department applying for a grant will maintain copies of all grant draw requests, and approved grant agreements (including budgets). Records shall be retained for a minimum of 5 years from the date on which the final Financial Status Report is submitted, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit or cognizant agency for indirect costs.

## Uniform Guidance Compliance Supplement - General Information

### Council Policies

The Town Council has adopted various financial policies independent of those now required for federal awards under the Uniform Guidance. These policies may be incorporated into this document by reference. All of the established Council policies also apply to federal grants where appropriate.

## Uniform Guidance Compliance Supplement - Activities Allowed/Unallowed and Allowable Costs/Cost Principles

The requirements for allowable costs/cost principles are contained in the Uniform Guidance, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

1. All grant expenditures will be in compliance with the Uniform Guidance, State law, Town of Luray policy, and the provisions of the grant award agreement will also be considered in determining allowability. Grant funds will only be used for expenditures that are considered reasonable and necessary for the administration of the program and treatment will be consistent with the policies and procedures the Town of Luray would apply to non-federally financed work.
2. Grant expenditures will be approved by the department head when the bill or invoice is received. The terms and conditions of the Federal Award will be considered when approving. The approval will be evidenced by the department head’s initials on the original bill or invoice. Accounts payable disbursements will not be processed for payment until necessary approval has been obtained.
3. Payroll costs will be documented in accordance with the Uniform Guidance. Specifically, compensation for personal services will be handled as set out in §200.430 and compensation for fringe benefits will follow §200.431 of the Uniform Guidance.
4. An indirect cost rate will only be charged to the grant to the extent that it was specifically approved through the grant budget/agreement.

Part 200 examines the allowability of 55 specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR 200.420-200.475. These cost items are listed in the chart below along with the citation where it is discussed whether the item is allowable. Town of Luray personnel responsible for spending federal grant funds and for determining allowability must be familiar with the Part 200 selected items of cost section. The Town of Luray must follow these rules when charging these specific expenditures to a federal grant. When applicable, staff must check costs against the selected items of cost requirements to ensure the cost is allowable.

The selected item of cost addressed in Part 200 includes the following (in alphabetical order):

<u>Item of Cost</u>	<u>Citation of Allowability Rule</u>
Advertising and public relations costs	2 CFR § 200.421
Advisory councils	2 CFR § 200.422
Alcoholic beverages	2 CFR § 200.423
Alumni/ae activities	2 CFR § 200.424
Audit services	2 CFR § 200.425
Bad debts	2 CFR § 200.426
Bonding costs	2 CFR § 200.427
Collection of improper payments	2 CFR § 200.428
Commencement and convocation costs	2 CFR § 200.429
Compensation – personal services	2 CFR § 200.430
Compensation – fringe benefits	2 CFR § 200.431
Conferences	2 CFR § 200.432
Contingency provisions	2 CFR § 200.433
Contributions and donations	2 CFR § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee health and welfare costs	2 CFR § 200.437
Entertainment costs	2 CFR § 200.438
Equipment and other capital expenditures	2 CFR § 200.439
Exchange rates	2 CFR § 200.440
Fines, penalties, damages and other settlements	2 CFR § 200.441
Fund raising and investment management costs	2 CFR § 200.442
Gains and losses on disposition of depreciable assets	2 CFR § 200.443
General costs of government	2 CFR § 200.444
Goods and services for personal use	2 CFR § 200.445
Idle facilities and idle capacity	2 CFR § 200.446
Insurance and indemnification	2 CFR § 200.447
Intellectual property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on other awards or contracts	2 CFR § 200.451
Maintenance and repair costs	2 CFR § 200.452
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454
Organization costs	2 CFR § 200.455
Participant support costs	2 CFR § 200.456
Plant and security costs	2 CFR § 200.457
Pre-award costs	2 CFR § 200.458

Professional services costs	2 CFR § 200.459
Proposal costs	2 CFR § 200.460
Publication and printing costs	2 CFR § 200.461
Rearrangement and reconversion costs	2 CFR § 200.462
Recruiting costs	2 CFR § 200.463
Relocation costs of employees	2 CFR § 200.464
Rental costs of real property and equipment	2 CFR § 200.465
Scholarships and student aid costs	2 CFR § 200.466
Selling and marketing costs	2 CFR § 200.467
Specialized service facilities	2 CFR § 200.468
Student activity costs	2 CFR § 200.469
Taxes (including Value Added Tax)	2 CFR § 200.470
Termination costs	2 CFR § 200.471
Training and education costs	2 CFR § 200.472
Transportation costs	2 CFR § 200.473
Travel costs	2 CFR § 200.474
Trustees	2 CFR § 200.475

### **Uniform Guidance Compliance Supplement - Cash Management**

Source of Governing Requirements – The requirements for cash management are contained in the Uniform Guidance, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

1. Most of the Town of Luray’s grants are awarded on a reimbursement basis. As such, program costs will be expended and disbursed prior to requesting reimbursement from the grantor agency. If Federal grant funds are received first, care will be taken in order to minimize the time elapsing between receipt of Federal funds and disbursement to contractors/employees/subrecipients according to §200.302 (6) of the Uniform Guidance. Expenditures will be compared with budgeted amounts for each Federal award.
2. Cash draws will be initiated by the Town Treasurer who will determine the appropriate draw amount. Documentation of how this amount was determined will be retained. Payments and travel costs will be handled in a manner consistent with the Town of Luray’s existing Accounts Payable policies and in accordance with §200.305 (payments) and §200.474 (travel costs) of the Uniform Guidance.
3. The physical draw of cash will be processed in the Town of Luray’s finance software, or through the means prescribed by the grant agreement for other awards.
4. Supporting documentation or a copy of the cash draw paperwork will be filed along with the approved paperwork described above and retained for audit purposes.

### **Uniform Guidance Compliance Supplement - Eligibility**

Source of Governing Requirements – The requirements for eligibility are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

Additional Policies and Procedures. The following policies and procedures will also be applied:

1. Federal grants will only benefit those individuals and/or groups of participants that are deemed to be eligible.
2. Initial eligibility determinations will be made by the Department based on the grant award/contract. Sufficient documentation to support these determinations will be retained and made available to

administration, auditors, and pass-through or grantor agencies, upon request. It is the department's responsibility to maintain complete, accurate, and organized records to support eligibility determinations.

### **Uniform Guidance Compliance Supplement - Equipment and Real Property Management**

Source of Governing Requirements – The requirements for equipment are contained in the Uniform Guidance, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

Additional Policies and Procedures. The following policies and procedures will also be applied:

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

1. All equipment will be used in the program for which it was acquired or, when appropriate, in other Federal programs.
2. When required, purchases of equipment will be pre-approved by the grantor or pass-through agency. The Town Manager or designated representative will be responsible for ensuring that equipment purchases have been previously approved, if required, and will retain evidence of this approval.
3. Property/Equipment records will be maintained, a physical inventory shall be taken every two years, and an appropriate system shall be used to safeguard assets.
4. When assets with a current per unit fair market value of \$5,000 or more are no longer needed for a Federal program, a request for written guidance shall be made from the grantor agency as to what to do with the property/equipment prior to sale or relocation. The Town of Luray shall abide with the requirements set out in §200.311 and §200.313 of the Uniform Guidance in this regard. If a sale will take place, proper procedures shall be used to provide for competition to the extent practical and result in the highest possible return.

### **Uniform Guidance Compliance Supplement - Matching, Level of Effort and Earmarking**

Source of Governing Requirements – The requirements for matching are contained in the Uniform Guidance, program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The requirements for level of effort and earmarking are contained in program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

Town of Luray defines “matching”, “level of effort”, and “earmarking” consistent with the definitions of the Uniform Guidance Compliance Supplement:

Matching or cost sharing includes requirements to provide contributions (usually non-Federal) or a specified amount or percentage of match Federal awards. Matching may be in the form of allowable costs incurred or in-kind contributions (including third-party in-kind contributions).

Level of effort includes requirements for (a) a specified level of service to be provided from period to period, (b) a specified level of expenditures from non-Federal or Federal sources for specified activities to be maintained from period to period, and (c) Federal funds to supplement and not supplant non-Federal funding of services.

Earmarking includes requirements that specify the minimum and/or maximum amount of percentage of the program's funding that must/may be used for specified activities, including funds provided to subrecipients. Earmarking may also be specified in relation to the types of participants covered.

In order to ensure compliance with these requirements, the Town of Luray has implemented the following policies and procedures:

1. Compliance with matching, level of effort, and earmarking requirements will be the responsibility of Town Treasurer.
2. Adequate documentation will be maintained to support compliance with matching, level of effort, and earmarking requirements. Such information will be made available to administration, auditors, and pass-through or grantor agencies, as requested.

### **Uniform Guidance Compliance Supplement - Period of Performance**

Source of Governing Requirements – The requirements for period of performance of Federal funds are contained in the Uniform Guidance, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

1. Costs will be charged to an award only if the obligation was incurred during the funding period (unless pre-approved by the Federal awarding agency or pass-through grantor agency).
2. All obligations will be liquidated no later than 90 days after the end of the funding period (or as specified by program legislation).
3. Compliance with period of performance requirements will initially be assigned to the Town Manager or designated representative. All AP disbursements are subject to the review and approval of accounts payable staff and the Town Council/Town Manager/Town Treasurer as part of the payment process.

### **Uniform Guidance Compliance Supplement - Procurement, Suspension and Debarment**

Source of Governing Requirements – The requirements for procurement are contained in the Uniform Guidance, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

The requirements for suspension and debarment are contained in OMB guidance in 2 CFR part 180, which implements Executive Orders 12549 and 12689, Debarment and Suspension; Federal agency regulations in 2 CFR implementing the OMB guidance; the Uniform Guidance; program legislation; Federal awarding agency regulations; and the terms and conditions of the award.

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

1. Purchasing and procurement related to Federal grants will be subject to the general policies and procedures of the Town of Luray, and to the provisions of the uniform guidance as detailed below. (See Town of Luray procurement policy.)
2. Contract files will document the significant history of the procurement, including the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis of contract price.
3. Procurement will provide for full and open competition.
4. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents can neither solicit nor accept gratuities, favors, or anything of monetary value from

contractors or parties to subcontracts. If the financial interest is not substantial or the gift is an unsolicited item of nominal value, no further action will be taken. However, disciplinary actions will be applied for violations of such standards otherwise.

5. The Town of Luray will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The Town of Luray will also analyze other means, as described in §200.318 of the Uniform Guidance, in order to ensure appropriate and economic acquisitions.
6. The Town of Luray is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include those procurement contracts for goods and services awarded under a nonprocurement transaction (i.e., grant or cooperative agreement) that are expected to equal or exceed \$20,000 or meet certain other specified criteria. All nonprocurement transactions (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions.
7. Town of Luray will include a suspension/debarment clause in all written contracts in which the vendor/contractor will certify that it is not suspended or debarred. The contract will also contain language requiring the vendor/contractor to notify the Government immediately upon becoming suspended or debarred. This will serve as adequate documentation as long as the contract remains in effect.

The Town Manager or designated representative or designee will be responsible for running a year-to-date transaction report from the Town of Luray’s accounting system. Any vendor with accumulated transactions equaling or exceeding \$20,000 that is not subject to a written contract including a suspension/debarment clause or for which a signed statement or suspension or debarment is not on file will be subject to additional procedures. The Town Manager or designated representative or designee will check the Excluded Parties List System (EPLS), <https://www.sam.gov/portal/public/SAM/> maintained by the General Services Administration (GSA) for the vendor name. A potential match will be followed-up on immediately. Each vendor searched on EPLS will be initialed on the vendor transaction report and the report will be signed and dated on the first or last page. The vendor transaction report will be retained as evidence of the control.

8. If a vendor is found to be suspended or debarred, the Town of Luray will immediately cease to do business with this vendor.
9. Executed contracts and signed quarterly vendor transaction history reports will be retained and filed by the Town Manager or designated representative.
10. When a request for purchase of equipment, supplies, or services for a federal program has been submitted the procurement method to be used will be determined based on the total cost of the purchase as further outlined below. This procedure outlines how the cost thresholds for determining when the quote or formal bidding procedures that are required by state law must be modified when making purchases for federally funded purposes to which the Uniform Grant Guidance regulations apply.
  1. Micro-purchases not requiring quotes or bidding (up to \$5,000)  
For purposes of this procedure, micro-purchase means a purchase of equipment, supplies, or services for use in federally funded programs using simplified acquisition procedures, the aggregate amount of which does not exceed a base amount of \$10,000. The micro-purchase dollar threshold is adjusted periodically by the federal government, and the threshold most recently published and published in the Federal Register shall apply if other than \$10,000.

The micro-purchase method is used in order to expedite the completion of its lowest dollar small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of equipment, supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

To the extent practicable, the Town of Luray distributes micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified and such suppliers offer effectively equivalent rates, prices and other terms.

Micro-purchases may be awarded without soliciting competitive quotations if the Town of Luray considers the price to be reasonable. Evidence will be maintained of this reasonableness in the records of all micro-purchases. Reasonable means that sound business practices were followed and the purchase is comparable to market prices for the geographic area. Such determinations of reasonableness may include comparison of the price to previous purchases of the same item or comparison of the price of items similar to the item being purchased.

Even if the cost of a purchase qualifies it as a micro-purchase, bidding or small purchase procedures may be used optionally when those procedures may result in cost savings.

2. Small Purchase Procedures (Between \$5,000 and \$500,000)

For purposes of this procedure, small purchase procedures are those relatively simple and informal procurement methods for securing equipment, services, or supplies that cost more than the amount qualifying as micro-purchase and do not exceed \$50,000. Small purchase procedures cannot be used for purchases of equipment or supplies for construction, repair or maintenance services costing \$100,000 because the Town of Luray purchasing policy requires formal competitive bidding at that level of cost.

If small purchase procedures are used, written or telephonic price or rate quotations are obtained from at least three (3) qualified sources and records of quotes are maintained.

3. Publicly Solicited Sealed Competitive Bids (Purchase exceeds \$100,000)

For purchases of equipment or supplies, or of services for construction, maintenance or repairs of facilities, sealed competitive bids are publicly solicited and awarded to the lowest responsive and responsible bidder as provided in the Town's procurement policy.

4. Competitive Proposals (Purchase exceeds \$500,000)

For purchases of qualifications-based procurement of architectural/engineering professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- 2) Proposals must be solicited from an adequate number of qualified sources; and
- 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

5. Noncompetitive Proposals (Sole Source)

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

- 1) The item is available only from a single source; or
- 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; or

- 3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
11. The Town of Luray must use the micro-purchase and small purchase methods only for procurements that meet the applicable criteria under 2 CFR sections 200.320(a) and (b). Under the micro-purchase method, the aggregate dollar amount does not exceed \$10,000. Small purchase procedures must be used for purchases that exceed the micro-purchase amount but do not exceed the simplified acquisition threshold of \$150,000. Micro-purchases may be awarded without soliciting competitive quotations if the Town of Luray considers the price to be reasonable (2 CFR section 200.320(a)). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources (2 CFR section 200.320(b)).

### **Uniform Guidance Compliance Supplement - Program Income**

Source of Governing Requirements – The requirements for program income are found in the Uniform Guidance, program legislation, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

1. Program income will include (but will not be limited to): income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under a grant agreement, and payments of principal and interest on loans made with grant funds. It will not include interest on grant funds, rebates, credits, discounts, refunds, etc., or interest earned on any of these items unless otherwise provided in the Federal awarding agency regulations or terms and conditions of the award. It will also not include proceeds from the sale of equipment or real property.
2. The Town of Luray will allow program income to be used in one of three methods:
  - A. Deducted from outlays
  - B. Added to the project budget
  - C. Used to meet matching requirements

Absent specific guidance in the Federal awarding agency regulations or the terms and conditions of the award, program income shall be deducted from program outlays.

3. Program income, when applicable, will be accounted for as a revenue source in the same program code as the Federal grant.

### **Uniform Guidance Compliance Supplement - Reporting**

Source of Governing Requirements – Reporting requirements are contained in the following documents:

Uniform Guidance, Performance reporting, 2 CFR section 215, Performance reporting, 2 CFR section 215.51, program legislation, ARRA (and the previously listed OMB documents and future additional OMB guidance documents that may be issued), the Transparency Act, implementing requirements in 2 CFR part 170 and the FAR, and previously listed OMB guidance documents, Federal awarding agency regulations, and the terms and conditions of the award.

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

1. Reports will be submitted in the required frequency and within the required deadlines.
2. Reports will be completed using the standard forms (as applicable) and method of delivery (i.e., e-mail, grantor website, postal service, etc.).

3. Regardless of the method of report delivery, a copy of the submitted report will be retained along with any documentation necessary to support the data in the report. The report will evidence the date of submission in order to document compliance with timeliness requirements. This may be done either physically or electronically.
4. Financial reports will always be prepared based on the general ledger using the required basis of accounting (i.e., cash or accrual). In cases where financial data is tracked outside of the accounting system (such as in spreadsheets or paper ledgers), this information will be reconciled to the general ledger prior to report submission.
5. Any report with financial-related data will either be prepared or reviewed by the Town Manager or designated representative and will have the appropriate review based on specific grant guidelines.
6. Preparation of reports will be the responsibility of Town Manager or designated representative. All reports (whether financial, performance, or special) must be reviewed and approved (as applicable) prior to submission. This will be evidenced by either physical signatures or electronic timestamps of approval.
7. Copies of submitted reports with preparer and reviewer signatures and data will be filed with supporting documentation and any follow-up correspondence from the grantor or pass-through agency. Copies of all such reports will be made available to administration, auditors, and pass-through or grantor agencies, as requested.

### **Uniform Guidance Compliance Supplement – Subrecipient Monitoring**

Source of Governing Requirements – The requirements for subrecipient monitoring are contained in 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)), Uniform Guidance, program legislation, 2 CFR parts 25 and 170, and 48 CFR parts 4, 42, and 52 Federal awarding agency regulations, and the terms and conditions of the award.

The Town of Luray will review and oversee subrecipient activity and obtain a copy of their single audit. Additionally the Town of Luray will evaluate the subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate monitoring procedures as required by the Uniform Guidance Title 2 CFR 200.331. Other oversight processes and procedures will be established on a case by case basis, dependent on grant requirements and the level of activity of the subrecipient.

### **Uniform Guidance Compliance Supplement - Special Tests and Provisions**

Source of Governing Requirements – The laws, regulations, and the provisions of contract or grant agreements pertaining to the program.

Additional Policies and Procedures. The following policies and procedures will also be applied:

In order to ensure compliance with these requirements, Town of Luray has implemented the following policies and procedures:

The Town Manager or designated representative will be assigned the responsibility for identifying compliance requirements for special tests and provisions, determining approved methods for compliance, and retaining any necessary documentation.

### **Uniform Guidance– Federal Program Travel Costs**

The Town of Luray shall reimburse administrative, professional, and support employees, and officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.

For the purposes of this policy, travel costs shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business as a federal grant recipient.

Employees shall comply with the applicable Town of Luray policies and administrative regulations established for reimbursement of travel and other expenses.

The validity of payments for travel costs for all employees shall be determined by the Town Treasurer.

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the Town's nonfederally funded activities, and in accordance with the Town's travel reimbursement policies and administrative regulations.

Mileage reimbursements shall be at the rate approved by Town Manager for other Town of Luray travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by Town Manager.

If travel reimbursement costs are charged directly to a federal award, documentation must be maintained that justifies that (1) participation of the individual is necessary to the federal award, and (2) the costs are reasonable and consistent with the Town's established policy.

## **Conflicts of Interest Policy**

### **Conflicts of Interest**

This policy shall affirm standards of conduct established to ensure that Council members and employees avoid potential and actual conflicts of interest, as well as the perception of a conflict of interest.

*Confidential information* shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.

*Conflict or Conflict of interest* shall mean use by a Council member or employee of the authority of his/her office or employment, or any confidential information received through his/her holding public office or employment, for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Council member or employee, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.

*Apparent Conflict of Interest* shall mean a situation in which a reasonable person would perceive that a decision-maker's (Council member or employee) judgment is likely to be compromised.

*De minimis economic impact* shall mean an economic consequence which has an insignificant effect.

*Financial interest* shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness.

*Honorarium* shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic

occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.

*Immediate family* shall mean a parent, parent-in-law, spouse, child, spouse of a child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister.

*Business partner* shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the company.

Each employee and Council member shall be responsible to maintain standards of conduct that avoid conflicts of interest. The Council prohibits members of the Council and employees from engaging in conduct that constitutes a conflict of interest as outlined in this policy.

All Council members and employees shall be provided with a copy of this policy and acknowledge in writing that they have been made aware of it. Additional training shall be provided to designated individuals.

### **Disclosure of Financial Interests**

No Council member shall be allowed to take the oath of office or enter or continue upon his/her duties, nor shall s/he receive compensation from public funds, unless s/he has filed a statement of financial interests as required by law.

### **Standards of Conduct** (This section specifically addresses requirements of 2 CFR § 200.318)

The Town of Luray maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Council members engaged in the selection, award and administration of contracts.

No employee or Council member may participate in the selection, award or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Council member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The Town of Luray shall not enter into any contract with a Council member or employee, or his/her spouse or child, or any business in which the person or his/her spouse or child is associated valued at \$500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Council has determined it is in the best interests of the Town of Luray to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Council member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.

When advertised formal bidding is not required or used, an open and public process shall include at a minimum:

1. Public notice of the intent to contract for goods or services;
2. A reasonable amount of time for potential contractors to consider whether to offer quotes; and
3. Post-award public disclosure of who made bids or quotes and who was chosen.

Any Council member or employee who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest as a public record.

No public official or public employee shall accept an honorarium.

Council members and employees may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Gifts of a nominal value may be accepted in accordance with Council policy.

### **Improper Influence**

No person shall offer or give to a Council member, employee or nominee or candidate for the Council, or a member of his/her immediate family or a business with which s/he is associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the Council member, employee or nominee or candidate for the Council would be influenced thereby.

No Council member, employee or nominee or candidate for the Council shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of that Council member, employee or nominee or candidate that the vote, official action or judgment of the Council member, employee or nominee or candidate for the Council would be influenced thereby.

### **Organizational Conflicts** (This section specifically addresses requirements of 2 CFR §200.318)

Organizational conflicts of interest may exist when due to the Town of Luray's relationship with a subsidiary, affiliated or parent organization that is a candidate for award of a contract in connection with federally funded activities, the Town of Luray may be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the Town Manager or designee to determine whether it is likely that the Town of Luray would be unable or appear to be unable to be impartial in making the award. If such likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. The organizational relationship shall be disclosed as part of any notices to potential contractors;
2. Any Town of Luray employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;
3. A competitive bid, quote or other basis of valuation is considered; and
4. The Council has determined that contracting with the related organization is in the best interests of the program involved.

### **Reporting**

Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the Town Manager/Town Treasurer/Superintendent. If the Town Manager/Town Treasurer/Superintendent is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Mayor.

Any perceived conflict of interest of a Council member that is detected or suspected by any employee or third party shall be reported to the Mayor. If the Mayor is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Town Manager/Town Treasurer/Superintendent, who shall report the incident to the solicitor.

No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest.

### **Investigation**

Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results.

In the event an investigation determines that a violation of this policy has occurred, the violation shall be reported to the federal awarding agency in accordance with that agency's policies.

**Disciplinary Actions**

If an investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the Town of Luray shall take prompt, corrective action to ensure that such conduct ceases and will not recur. Town of Luray staff shall document the corrective action taken and, when not prohibited by law, inform the complainant.

Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Council policies, procedures, applicable collective bargaining agreements and state and federal laws.



**Town of Luray, Virginia**  
**Planning Commission Agenda Statement**

Item No: IV-C

Meeting Date: April 28, 2020

Agenda Item: TOWN COUNCIL DISCUSSION  
Item IV-C – Code Amendment Chapter 2 - Procurement

Summary: Town Council is requested to discuss a draft Code Amendment to Chapter 2 of our Town Code related to Procurement. The Town Attorney has developed the draft Amendment based upon changes to State law that take effect July 1, 2020. In instances where the State has increased the maximum dollar amounts, the current Town policy limit is shown with the State Maximum in brackets.

The Town Attorney recommends that the Town consider adding procedures at various purchase amounts.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A (Public Hearing at June Council Meeting)

## DIVISION 2. - PROCUREMENT ; ~~SURPLUS PROPERTY~~<sup>[6]</sup>

### Footnotes:

~~---(6)---~~

~~Charter reference—General limitation on authority to contract indebtedness or issue bonds, § 77.~~

~~State Law reference—Public policies pertaining to governmental procurement from nongovernmental sources, Code of Virginia, § 2.2-4300 et seq.~~

### Subdivision I. - In General

#### Sec. 2-351. - Introduction~~Purpose.~~

These provisions constitute the procurement policy of the Town of Luray, Virginia. The purpose of this division is to provide for the fair and equitable treatment of all persons involved in public purchasing by this town, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

~~(Code 1981, § 15.5-2; Ord. of 11-8-1982, § 1-102)~~

#### Sec. 2-352. - ~~Application of division.~~

- (a) These provisions govern the town's procurement of goods, services, insurance, and construction from nongovernmental sources and are intended to supersede the provisions of the Virginia Public Procurement Act to the maximum degree allowed by state law. Subject to Subsection (b), this policy shall become effective on MONTH XX, 2020, and will replace all procurement policies previously adopted. Any contract entered into prior to MONTH XX, 2020, shall be governed by the town's procurement policy in effect at the time the contract was executed.
- (b) Sections 2-367(a)(1) and 2-403 shall become effective on July 1, 2020.
- (c) When a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned on compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of the Virginia Public Procurement Act and this policy, the town may comply with such federal requirements, notwithstanding contrary provisions of state law or this policy, only upon the written determination by the purchasing agent that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provisions of state law and this policy that conflict with the conditions of the grant or contract.(a) ~~This division applies to contracts for procurement of goods, services, insurance and construction entered into by this town involving every expenditure for public purchasing irrespective of its source.~~

**Sec. 2-353. – Definitions.**

All terms used in this division have the meaning prescribed by the Virginia Public Procurement Act.

~~(b) —When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory federal law and regulation which are not reflected in this division. Nothing in this division shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.~~

~~(Code 1981, § 15.5-3; Ord. of 11-8-1982, § 1-103)~~

**Secs. 2-35~~43~~—2-3~~670~~. - Reserved.**

**Subdivision II. - Office of ~~Purchasing Agent~~purchasing agent**

**Sec. 2-3~~671~~. - ~~Establishment, appointment and bond.~~**

**~~(a) —Creation of purchasing system.~~**

~~There is hereby created a purchasing system to operate under the direction and supervision of the town manager, who Nothing contained in this division shall prevent the manager from designating a responsible person to perform the duties of purchasing agent, subject to his direction.~~

~~(b) —*Appointment of purchasing agent.* The shall be the town'sre is hereby created the position of purchasing agent, who shall be the town manager.~~

~~(c) —*Bond.* The purchasing agent shall give an official bond, the form and amount shall be approved by the town attorney.~~

~~(Code 1981, § 15.5-15; Ord. of 11-8-1982, § 2-101)~~

**Sec. 2-3~~672~~. - Authority and duties of purchasing agent.**

~~(a) —*Principal public purchasing official.* The purchasing agent shall serve as the town's principal public purchasing official for this town and shall be responsible for the procurement of goods, services, insurance and construction in accordance with this division, as well as the management and disposal of supplies.~~

~~(b) —*Duties.* In accordance with this division, the purchasing agent shall:~~

~~(a) —Purchase or supervise the purchasing of all goods, services, insurance and construction needed by the town;~~

~~(b) —Exercise direct supervision over the town's central stores and general supervision over all other inventories of goods belonging to the town;~~

~~(c) —Sell, trade or otherwise dispose of surplus goods belonging to the town; and~~

(d4) ~~\_\_\_~~—Establish and maintain programs for specifications development, contract administration and inspection and acceptance, ~~which are, in cooperation with the public agencies using the goods, services, and construction.~~

(e) ~~Operational procedures.~~ ~~c~~Consistent with this division, ~~and with the approval of the town council, the purchasing agent may adopt operational procedures relating to the execution of his duties.~~

~~(Code 1981, § 15.5-16; Ord. of 11-8-1982, § 2-102)~~

### **Sec. 2-3673. - Delegation of authority.**

~~T~~~~With the approval of the town council,~~ the purchasing agent may delegate authority ~~to purchase certain supplies, services, or construction items~~ to other town officials, ~~if such delegation is deemed necessary for the effective procurement of those items~~ while maintaining reasonable supervision and accountability. .

~~(Code 1981, § 15.5-17; Ord. of 11-8-1982, § 2-103)~~

### **Sec. 2-3674. - Unauthorized purchases.**

~~Except as herein provided, n~~~~No~~ official, elected or appointed, or ~~any~~ employee shall purchase or contract for any goods, services, insurance, or construction within the purview of this division other than by and through the ~~purchasing agent~~ town manager, and any purchase or contract made contrary to these provisions ~~hereof is not approved and the town~~ shall not be ~~binding upon~~ ~~the town~~ reby.

### **Subdivision III. – Exceptions to Procurement Requirements.**

#### **Sec. 2-365. - Purchases From Governmental Sources.**

Purchases from governmental agencies are not covered by the Virginia Public Procurement Act or the provisions of this division. There are no procedural requirements for such purchases.

#### **Sec. 2-366. - Cooperative Procurement.**

The town may purchase from another public body's contract if the Request for Proposal or Invitation to Bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies. This provision does not apply to contracts for architectural services, engineering services, or construction.

#### **Sec. 2-367. - Small Purchases.**

(a) The purchasing agent may award single or term contracts without requiring sealed bids or competitive negotiation for:

- (1) Goods and services other than professional services and non-transportation-related construction, if the aggregate or sum of all phases is not expected to exceed ~~[\$30,000]~~ \$200,000;
  - (2) Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$25,000; and
  - (3) Professional services, if the aggregate or sum of all phases is not expected to exceed ~~[\$30,000]~~ \$80,000.
- (b) Purchases made by the purchasing agent pursuant to Subsection (a) may be based upon any of the following criteria:
- (1) Identify at least three potential suppliers for the items being purchased.
  - (2) Obtain pricing. Verbal proposals are acceptable, as are advertisements and world-wide-web pages, so long as they are current.
  - (3) Award the contract to the supplier offering the lowest price, in the absence of a n articulated reason to award it to someone else.

#### **Sec. 2-368. - Legal services.**

The town may contract for legal services, expert witnesses, and services as associated with litigation or regulatory proceedings without competitive procurement.

#### **Sec. 2-369. - Sole Source Procurement.**

Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The purchasing agent shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice may be posted on the Department of General Services' central electronic procurement website or other appropriate websites. In addition, the purchasing agent may publish it in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first.

#### **Sec. 2-370. - Emergency Purchases.**

(a) In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. The purchasing agent shall prepare a written determination of the basis for the emergency and for the selection of the particular contractor.

(b) The purchasing agent may deem an emergency to exist in the following circumstances:

- (1) A breakdown in machinery or equipment;
- (2) A threatened termination of essential services;
- (3) The development of a dangerous condition;
- (4) Any circumstance causing curtailment or diminution of an essential service; or
- (5) Any circumstance in which materials or services are needed to prevent loss of life or property.

**Sec. 2-371. - Purchases at Auction.**

(a) Goods, products, and commodities may be purchased at auction, including an online public auction, upon an advance written determination by the purchasing agent that such purchase is in the best interests of the public. The writings shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

(b) The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

**Secs. 2-372—2-380. - Reserved**

**Subdivision IV. - (~~Code 1981, § 15-5-18; Ord. of 11-8-1982, § 2-104~~)**

**Secs. 2-375—2-390. - Reserved.**

**Subdivision III. - ~~Contract Formation; Methods of Source Selection~~ General Requirements.**

**Sec. 2-3891. - Competitive sealed bidding.**  
**Methods of Procurement.**

(a) Contracts for the purchase or lease of goods, services other than professional services, and insurance shall be procured with competitive sealed bidding.

(b) Professional services shall be procured by competitive negotiation.

(c) Construction must be procured by competitive sealed bidding except that competitive negotiation may be used in the following instances:

- (1) For a fixed price design-build contract or a construction management contract.
- (2) For the construction of highways and any draining, dredging, excavation, grading or similar work upon real property upon a determination, made in advance by the purchasing agent and set forth in writing, that competitive sealed bidding is either not

practicable or not fiscally advantageous to the public. The writing shall document the basis for this determination.

**Sec. 2-382. - Prequalification Generally; Prequalification for Construction.**

- (a) The purchasing agent may prequalify prospective contractors for particular types of supplies, services, insurance, or construction, and limit consideration of bids or proposals to prequalified contractors. The opportunity to prequalify shall be given to any prospective contractor who has not been suspended or debarred under this policy.
- (b) The application form to prequalify contractors for construction shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective construction contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of Sec. 2-392(f). Advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.
- (c) Any contractor that applies for prequalification shall be notified in writing whether they have been prequalified at least 30 days prior to the deadline for submitting bids or proposals under the procurement of the contract for which the prequalification applies. If prospective contractor is denied prequalification, the written notification shall include the reasons for denial and the factual basis of such reasons. Notices of refusal of prequalification shall be kept and made a part of the contract file.
- (d) In considering any request for prequalification, the purchasing agent shall determine whether the contractor possesses management, financial soundness, and a history of performance that demonstrates the apparent ability to successfully complete all requirements of the contract being procured. The purchasing agent may require prospective contractors to submit information that the purchasing agent deems pertinent, including samples, financial reports, and references. The purchasing agent may employ standard forms designed to elicit necessary information, or may design other forms for that purpose.
- (e) Prequalification of a contractor shall not constitute a conclusive determination that the contractor is responsible, and such bidder may be rejected as nonresponsible on the basis of subsequently discovered information.
- (f) Failure of a contractor to prequalify with respect to one procurement transaction shall not bar the contractor from seeking prequalification as to other procurement transactions or bidding on procurement transactions that do not require prequalification.

(g) Prequalification may be denied to any contractor only if the purchasing agent finds one of the following:

- (1) The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury's list of acceptable surety corporations in the amount and type required by the town shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;
- (2) The contractor does not have appropriate experience to perform the construction project in question;
- (3) The contractor or any officer, director or owner thereof has had judgments entered against him or her within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;
- (4) The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If the town has not contracted with a contractor in any prior construction contracts, the purchasing agent may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. This provision shall not be used to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto was given to the contractor at that time, with the opportunity to respond;
- (5) The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (Virginia Code, § 2.2 -4367 *et seq.*) of the Procurement Act, (ii) the Virginia Governmental Frauds Act (Virginia Code, § 18.2 -498.1 *et seq.*), (iii) Chapter 4.2 of Title 59.1 of the Code of Virginia, or (iv) any substantially similar law of the United States or another state;
- (6) The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and
- (7) The contractor fails to provide information in a timely manner that is requested by the purchasing agent and is relevant to subdivisions 1 through 6 of this subsection.

**Sec. 2-383. - Discrimination Prohibited.**

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

**Sec. 2-384. - Participation of Small, Women, Minority, and Service Disabled Veteran Owned Businesses.**

- (a) Whenever solicitations are made, the purchasing agent shall include businesses selected from a list made available by the Virginia Department of Small Business and Supplier Diversity.
- (b) The purchasing agent shall place qualified small businesses, women-owned businesses, minority-owned businesses, and service disabled veteran owned businesses, as defined in Virginia Code § 2.2-4310, on solicitation lists used by the town. The purchasing agent shall use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, the Virginia Department of Minority Enterprise and other public and private agencies in obtaining the names of qualifying businesses so that their bids may be solicited whenever they are potential sources of goods and services for the town.
- (c) The purchasing agent shall also, when he or she deems it practicable and economically feasible, divide the total bid requirements into smaller tasks or quantities so as to permit maximum participation by qualifying businesses.

**Sec. 2-385. - Comments Concerning Specifications.**

Comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposals shall be received and considered at conferences with potential contractors prior to the time set for receipt of bids, proposals, or the award of the contract. The purchasing agent shall be responsible for scheduling such conferences and providing notice to potential contractors.

**Sec. 2-386. - Rejection of Bids or Proposals.**

- (a) An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. The reasons for cancellation or rejection shall be made part of the contract file. The purchasing agent shall not cancel or reject an Invitation to Bid, a Request for Proposal, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
- (b) The purchasing agent may waive informalities in bids.

### **Sec. 2-387. - Contract Pricing Arrangements.**

Except as prohibited herein, public contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis that is not prohibited. Except in cases of emergency affecting the public health, safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost (“cost-plus”). If a cost-plus contract is to be used in an emergency situation, a written determination of the basis of the emergency and the selection of the particular contractor shall be included in the contract file. A policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier’s administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section.

### **Sec. 2-388. - Multi-Term Contracts.**

Unless otherwise provided by law, a contract for goods, services, or insurance may be entered into for any period of time deemed to be in the best interests of the town provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation or request and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. The contracts shall be canceled when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

### **Sec. 2-389. - Contract Modification.**

- (a) Any contract award, change order, or contract modification that requires the submission and certification of cost or pricing data shall contain a provision stating that the price, including any profit or fee, excludes any significant increase that the purchasing agent finds to be the result of cost or pricing data furnished by the contractor that was inaccurate, incomplete or not current at the time provided.
- (b) Provisions for modification of the contract during performance may be included in the contract, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or **[\$10,000]** \$50,000, whichever is greater, without the advance written approval of the town council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- (c) The purchasing agent may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- (d) Modifications that fail to comply with this section are voidable at the discretion of the town council and the unauthorized approval of a modification may not be the basis of a contractual claim brought pursuant to Sec. 2-371.

### **Sec. 3-390. - Retainage on Construction Contracts.**

- (a) Retainage Limit. In any construction contract which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least 95 percent of the earned sum when payment is due, with no more than five percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment.
- (b) Escrow Option for Retainage. When procuring construction of \$200,000 or more of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, the Invitation to Bid shall include an option for the contractor to use an escrow account procedure for utilization of retainage funds. In the event the contractor elects to use the escrow account procedure, the escrow agreement form included in the Invitation to Bid and contracts shall be executed and submitted to the purchasing agent within fifteen calendar days after notification. Otherwise, the contractor shall forfeit his rights to the use of the escrow account procedure. The contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. The escrow agreement shall be substantially the same as that used by the Virginia Department of Transportation.
- (c) Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.

### **Sec. 2-391. - Required Contract Provisions.**

- (a) Every contract shall contain the following provisions:
- (1) Compliance with Immigration Law. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- (2) Authorized to Transact Business.
- (i) Any contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law.
- (ii) Any contractor described in subsection (i) shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.
- (iii) The town may void any contract with a contractor that fails to remain in compliance with subsections (i) or (ii).

(b) Every contract of \$10,000 or more shall include the following provisions:

(1) Employment Discrimination Prohibited. During the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state 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. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

The contractor will include 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.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Drug-free workplace. During the performance of this contract, the contractor shall (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 in accordance with this policy, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

(c) Additional provisions, including those set forth in Subdivision XII, may be required in contracts procured either in part or in whole with federal funds. Consultation with the town attorney is recommended prior to issuing a solicitation for any such procurement.

**Sec. 2-392. – Public Access to Procurement Information.**

- (a) Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code, § 2.2-3700, et seq.).
- (b) Cost estimates relating to a proposed transaction prepared by or for the town shall not be open to public inspection.
- (c) Any competitive sealed bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the town rejects all bids and reopens the contract. Otherwise, bid and proposal records shall be open to public inspection only after award of the contract.
- (d) Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the town decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- (e) Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- (f) Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, identify the data or other materials to be protected, and state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate a trade secret or proprietary information ( 1) a n e n t i r e b i d , p r o p o s a l , o r p r e q u a l i f i c a t i o n a p p l i c a t i o n ; ( 2) a n y p o r t i o n o f a b i d , p r o p o s a l , o r p r e q u a l i f i c a t i o n a p p l i c a t i o n t h a t d o e s n o t c o n t a i n t r a d e s e c r e t s o r p r o p r i e t a r y i n f o r m a t i o n ; o r ( 3) l i n e i t e m p r i c e s o r t o t a l b i d , p r o p o s a l , o r p r e q u a l i f i c a t i o n a p p l i c a t i o n p r i c e s .

**Secs. 2-393—2-400. – Reserved.**

**Subdivision V. – Bond Requirements**

**Sec. 2-401. - Bid Bonds.**

- (a) Except in cases of emergency, all bids or proposals for non-transportation-related construction contracts in excess of **\$25,000** \$500,000 or transportation-related projects authorized under Code §§ 33.1 -1233.1-1233.1-12 that are in excess of \$250,000 and partially or wholly funded by the Commonwealth shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, he or she will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.

- (b) For nont ransportation-related c onstruction c ontracts i n e xcess of \$100, 000 but l ess t han \$500,000, w here t he bi d bond r equirements a re waived, pr ospective c ontractors s hall be prequalified for each individual project in accordance with Sec. 2-382 and Virginia Code § 2.2-4317. However, the purchasing agent may waive the requirement for prequalification of a bidder with a current Class A contractor license for contracts in excess of \$100,000 but less than \$300,000 upon an advance written determination by the town council that waiving the requirement is in the best interests of the town. The town may not enter into more than 10 of such contracts per year.
- (c) No forfeiture under a bid bond shall exceed the lesser of (1) the difference between the bid for which the bond was written and the next low bid, or (2) the face amount of the bid bond.
- (d) Nothing i n t his s ection s hall pr eclude t he purchasing a gent from r equiring bi d bonds t o accompany bids or proposals for construction contracts anticipated to be less than \$500,000 for nont ransportation-related p rojects or \$250 ,000 f or t ransportation-related p rojects authorized under Virginia Code §§ 33.1-1233.1-1233.1-12 and partially or wholly funded by the Commonwealth.

**Sec. 2-402. - Performance and Payment Bonds.**

- (a) Upon t he a ward of a ny (1) construction c ontract e xceeding \$500,000 t o a ny pr ime contractor; (2) construction c ontract e xceeding \$500,000 a warded to a ny prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other i mprovements t o r eal pr operty ow ned or l eased by a publ ic bod y; (3) c onstruction contract e xceeding \$50 0,000 i n w hich t he pe rformance of l abor o r t he f urnishing of materials will be paid with public funds, or (4) any transportation-related projects exceeding \$350,000 that are partially or wholly funded by the Commonwealth, such contractor shall furnish the following bonds:
- (i) A performance bond i n the sum of the contract amount conditioned upon t he faithful performance o f t he c ontract i n s trict c onformity with t he p lans, s pecifications a nd conditions of the contract. For transportation-related projects authorized under Virginia Code, § 33.1-12, such bond shall be in a form and amount satisfactory to the purchasing agent.
- (ii) A payment bond in the sum of the contract amount. The payment bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, i n the prosecution of the work provided for in the contract, and shall be conditioned upon the prompt pa yment f or a ll m aterial f urnished or l abor s upplied or pe rformed i n t he prosecution of the work. F or transportation-related projects authorized under Virginia Code, § 33.1-12 and partially or wholly funded by the Commonwealth, such bond shall be in a form and amount satisfactory to the purchasing agent. “Labor or materials” includes publ ic ut ility s ervices a nd r easonable rentals of e quipment, but onl y f or periods when the equipment rented is actually used at the site.

- (b) Each bond shall be (1) executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia; (2) made payable to the town; and (3) filed with the town or a designated office or official thereof.
- (c) Nothing in this section shall preclude the purchasing agent from requiring payment or performance bonds for construction contracts below \$500,000 for nontransportation-related projects or \$350,000 for transportation-related projects authorized under Virginia Code, § 33.1-12 and partially or wholly funded by the Commonwealth.
- (d) Nothing in this section shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.
- (e) The performance and payment bond requirements of Subsection (a) for transportation-related projects that are valued in excess of \$250,000 but less than \$350,000 may only be waived by the purchasing agent if the bidder provides evidence, satisfactory to the purchasing agent, that a surety company has declined an application from the contractor for a performance or payment bond.
- (f) For nontransportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the performance and payment bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with Sec. 2-382 and Virginia Code § 2.2-4317. However, the purchasing agent may waive the requirement for prequalification of a bidder with a current Class A contractor license for contracts in excess of \$100,000 but less than \$300,000 upon an advance written determination by the town council that waiving the requirement is in the best interests of the town. The town may not enter into more than 10 of such contracts per year.

#### **Sec. 2-403. - Action on Performance Bond.**

No action against the surety on a performance bond shall be brought unless within five years after the final payment to the contractor pursuant to the terms of the contract. However, if a final certificate of occupancy, or written final acceptance of the project is issued prior to final payment, the five-year period to bring an action shall commence no later than 12 months from the date of the certificate of occupancy or written final acceptance of the project.

#### **Sec. 2-404. - Action on Payment Bonds.**

- (a) Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in furtherance of the work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of 90 days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due for

the labor and material. The obligee named in the bond need not be named a party to the action.

- (b) Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he or she has given written notice to the contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he or she claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the contractor at any place where his or her office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performance or materials furnished shall not be subject to the time limitations stated in this subsection.
- (c) Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.
- (d) Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

#### **Sec. 2-405. - Bonds on Other Than Construction Contracts.**

The purchasing agent may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

#### **Sec. 2-406. - Alternative Forms of Security.**

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

#### **Secs. 2-407—2-410. – Reserved.**

**Subdivision VI. – Competitive Sealed Bidding.**~~(a) — *Conditions for use.* All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction shall be awarded after competitive sealed bidding, or competitive negotiation as provided in this section, unless otherwise authorized by law.~~

- ~~(b) *Competitive bidding on state aid projects.* No person or firm shall be eligible to bid on any state aid contract under Code of Virginia, § 2.2-4305, nor to have the same awarded to him or it who has been engaged as architect or engineer for the same project.~~
- ~~(c) *Public access to procurement information.* Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with The Virginia Freedom of Information Act (Code of Virginia, § 2.2-3700 et seq.). Cost estimates relating to a proposed transaction prepared by or for the town shall not be open to public inspection. Any bidder or offeror, upon request, shall be afforded the opportunity to inspect bid and proposal records within a reasonable time after the opening of all bids but prior to award, except in the event that the town decides not to accept any of the bids and to reopen the contract. Otherwise, bid and proposal records shall be open to public inspection only after award of the contract. Any inspection of procurement transaction records under this subsection shall be subject to reasonable restrictions to ensure the security and integrity of the records. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under The Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary.~~

#### Sec. 2-411. - Description.

Competitive sealed bidding is a method of contractor selection, other than for professional services, which includes (a) issuance of a written Invitation to Bid, (b) public notice of the Invitation to Bid, (c) public opening and announcement of all bids received, (d) evaluation of bids based upon the requirements set forth in the Invitation, and (e) award to the lowest responsive and responsible bidder.

#### Sec. 2-412. - Invitation to Bid.

- (a) An Invitation to Bid shall contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement, state where bid documents and specifications may be obtained and identify the time and place for opening bids. Unless the purchasing agent has provided for prequalification of bidders pursuant to Sec. 2-382, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. No confidential or proprietary data shall be solicited in any Invitation to Bid.
- (b) An Invitation to Bid shall include a provision that requires a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign

business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized.

- (c) Any bidder described in Subsection (b) that fails to provide the required information shall not receive an award unless a waiver is granted by the purchasing agent.

**Sec. 2-413. - Multistep Sealed Bidding.**

When it is impractical to initially prepare a purchase description to support an award based on prices, an Invitation to Bid may be issued requesting the submission of unpriced offers followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

**Sec. 2-414. - Notice of Invitation to Bid.**

- (a) Notice of the Invitation to bid may be posted on the Department of General Services' central electronic procurement website and other appropriate websites at least 10 days prior to the date set for receipt of bids. In addition, notice may also be published in a newspaper of general circulation. Bids may be solicited directly from potential contractors.
- (b) The notice of Invitation to Bid shall include a general description of the goods or services to be purchased, the location where bid documents and specifications may be obtained, and the time and place for opening bids.

**Sec. 2-415. - Use of Brand Names.**

Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the purchasing agent, in his or her sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

**Sec. 2-416. - Bid Openings.**

Sealed bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The name of each bidder and the amount of each bid shall be recorded along with any other relevant information deemed appropriate by the purchasing agent. The contract record and each bid shall be open to public inspection as provided in Sec. 2-392.

**Sec. 2-417. - Evaluation of Bids.**

- (a) Evaluation of bids shall be based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, lifecycle costing, value analysis,

and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

(b) If the purchasing agent determines that the apparent low bidder is not responsible, he or she shall proceed as follows:

(1) Prior to the issuance of a written determination of non responsibility, the purchasing agent shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

(2) Within 10 business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The purchasing agent shall issue a written determination of responsibility based on all information in its possession, including any rebuttal information, within five business days of the date the purchasing agent received the rebuttal information. At the same time, the purchasing agent shall notify, with return receipt requested, the bidder in writing of the determination.

(3) Such notice shall state the basis for the determination which shall be final unless the bidder appeals the decision within 10 days after receipt of the notice by filing a letter of appeal pursuant to the administrative appeals procedure described in Sec. 2-472.

(4) If, upon appeal, it is determined that the decision of the purchasing agent was (i) not an honest exercise of discretion, but rather was arbitrary or capricious, or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question. If it is determined that the decision of the purchasing agent was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid and the contract has been awarded, the relief shall be as follows. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the purchasing agent may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

(5) A bidder contesting a determination that he or she is not a responsible bidder for a particular contract may not protest the award or proposed award.

(6) Nothing herein shall require the town to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous when procuring by competitive negotiation.

**Sec. 2-418. - Award of Contract.**

- (a) A contract shall be awarded to the lowest responsive and responsible bidder. Awards may be made to more than one bidder when so provided in the Invitation to Bid.
- (b) Unless cancelled or rejected, a responsible bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds budgeted funds, the purchasing agent may negotiate with the apparent low bidder to obtain a contract price within budgeted funds. The negotiations should be conducted in accordance with the following procedures:
- (1) The purchasing agent shall advise the lowest responsible bidder, in writing, that the low bid exceeds the town's funds budgeted for the procurement. He or she may suggest a reduction in scope for the proposed purchase, and invite the lowest responsible bidder to amend its bid proposal.
  - (2) Repetitive informal discussions may be conducted with the lowest responsible bidder for purposes of obtaining a contract within the town's budgeted funds.
  - (3) The lowest responsible bidder may submit an addendum to its bid that includes the change in scope for the proposed purchase, the reduction in price, and the new contract value.
  - (4) If the proposed addendum is acceptable to the town, the purchasing agent should award a contract within its budgeted funds to the lowest responsible bidder based upon the amended bid.
  - (5) If the purchasing agent and the lowest responsible bidder cannot negotiate a contract within the town's budgeted funds, all bids should be rejected.
- (c) When the award is not given to the lowest bidder, a statement of the reasons shall be prepared by the purchasing agent and made a part of the contract record.

**Sec. 2-419. - Tie Bids; Preference Matching.**

- (a) In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations; otherwise the tie shall be decided by lot.
- (b) Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The purchasing agent may rely upon information posted on the website for the Department of General Services for the purposes of compliance with this subsection.

- (c) Notwithstanding the provisions of Subsections (a) and (b), in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- (d) For the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

**Sec. 2-420. - Withdrawal of Bid Due to Error.**

- (a) A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his or her bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

- (b) The bidder shall give notice in writing of any claim of right to withdraw his or her bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidders request, be considered trade secrets or proprietary information subject to the conditions of Sec. 2-392(f) and Virginia Code § 2.2-4342(F).
- (c) No bid may be withdrawn under this section when the result would be the awarding of the contract on a nother bid of the same bidder or to another bidder in which the ownership of the withdrawing bidder is more than five percent.
- (d) If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- (e) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to

whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

- (f) The purchasing agent shall notify the bidder in writing within five business days of the decision regarding the bidder's request to withdraw its bid. If the purchasing agent denies the withdrawal of a bid under the provisions of this section, it shall state in the notice the reason for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the purchasing agent shall return all work papers and copies thereof that have been submitted by the bidder.
- (g) A decision denying withdrawal of bid shall be final and conclusive unless the bidder appeals the decision within 10 days after receipt of the decision by invoking the administrative appeals procedure provided in Sec. 2-472.
- (h) If no bid bond was posted, a bidder shall, prior to appealing, deliver to the purchasing agent a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next lowest bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- (i) If, upon appeal, it is determined that the decision refusing withdrawal of the bid was (i) not an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

**Secs. 2-421—2-430. – Reserved.** ~~(d)—*Bid bonds on construction contracts.* Except in cases of emergency, all bids or proposals for construction contracts in excess of \$25,000.00 shall be accompanied by a bid bond from a surety company, selected by the bidder which is legally authorized to do business in Virginia as a guarantee that if the contract is awarded to such bidder that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid. No forfeiture under a bid bond shall exceed the lesser of the difference between the bid for which the bond was written and the next low bid, or the face amount of the bid bond.~~

~~(e)—*Rejection of bids.* An invitation to bid, a request for proposal, any other solicitation, or any and all bids or proposals, may be cancelled or rejected. The reasons for cancellation or rejection shall be made part of the contract file. A governing body may waive informalities in bids.~~

~~(f)—*Bid opening.* Bids shall be submitted sealed to the agent and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices.~~

~~(g)—*Bid evaluation.* Evaluation of bids shall be based upon the requirements set forth in the invitation.~~

(h) — *Bid award.* Bids shall be awarded to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the invitation to bid, awards may be made to more than one bidder.

(i) — *Acceptance of lowest responsible bid; negotiation when lowest bid exceeds available funds.* Unless cancelled or rejected, a responsible bid from the lowest responsible bidder shall be accepted as submitted except that if the bid from the lowest responsible bidder exceeds available funds, the town may negotiate with the apparent low bidder to obtain a contract price within available funds.

(j) — *Tie bids.* In the case of a tie bid, preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available; otherwise the tie shall be decided by lot. Whenever any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsible bidder who is a resident of Virginia.

**Subdivision VII. - (k) — Contract modification.** A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than 25 percent of the amount of the contract or \$10,000.00, whichever is greater, without the advance written approval of the town council.

(l) — *Action on performance bond.* No action against the surety on a performance bond shall be brought unless within one year after completion of the contract, including the expiration of all warranties and guarantees, or discovery of the defect or breach of warranty, if the action be for such.

(m) — *Actions on payment bonds.* The following shall apply to actions on payment bonds:

(1) — Subject to the provisions of this section, any claimant who has performed labor or furnished materials in accordance with the contract for which a payment bond has been given, and who has not been paid in full therefor before the expiration of 90 days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

(2) — Any claimant who has a direct contractual relationship with any subcontractor from whom the contractor has not required a subcontractor payment bond under Code of Virginia, § 2.2-4337(F), but who has no contractual relationship, express or implied, with such contractor, may bring an action on the contractor's payment bond only if he has given written notice to such contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Any claimant who has a direct contractual relationship with a

~~subcontractor from whom the contractor has required a subcontractor payment bond under Code of Virginia, § 2.2-4337(F), but who has no contractual relationship, express or implied, with such contractor, may bring an action on the subcontractor's payment bond. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performance or materials furnished, shall not be subject to the time limitations stated in this subsection.~~

~~(3) Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.~~

~~(Code 1981, § 15.5-30; Ord. of 11-8-1982, § 3-101)  
Sec. 2-392. -- Competitive Negotiation.~~

### Sec. 2-431. - Description.

Competitive negotiation is a method of procurement which includes (a) issuance of a written Request for Proposal, (b) public notice of the Request for Proposal, and (c) negotiations between the town and individual offerors.

### Sec. 2-432. - Request for Proposals.

(a) A Request for Proposal shall be in writing and indicate in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals.

(b) A Request for Proposal shall include a provision that requires an offeror or organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its proposal the identification number issued to it by the State Corporation Commission. A ny offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

(c) Any offeror described in Subsection (b) that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the purchasing agent.

### **Sec. 2-433. - Public Notice.**

Notice of the Request for Proposal may be posted on the Department of General Services' central electronic procurement website and other appropriate websites at least 10 days prior to the date set for receipt of proposals. In addition, the notice may be published in one or more newspapers of general circulation in the area in which the contract is to be performed. Proposals may be solicited directly from potential contractors.

### **Sec. 2-434. - Negotiations for Professional Services.**

(a) The purchasing agent shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the purchasing agent in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. As the discussion stage, the purchasing agent may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, offerors shall not be required to list exceptions to proposed contractual terms and conditions, unless required by applicable law, until after the qualified offerors are ranked for negotiations.

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At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the purchasing agent shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the town can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. If the terms and conditions for multiple awards are included in the Request for Proposal, the purchasing agent may award contracts to more than one offeror. Should the purchasing agent determine in writing and in his or her sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

(b) A contract for architectural or professional engineering services relating to construction projects may be negotiated for multiple projects provided (1) the projects require similar experience and expertise, (2) the nature of the projects is clearly identified in the Request for

Proposal, and (3) the contract term is limited to one year or when the cumulative total project fees reach the maximum cost authorized in this subsection, whichever occurs first.

Such contracts may be renewable for four additional one-year terms at the option of the town. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed. The sum of all projects performed in one contract term shall not exceed \$750,000.

The project fee for any single project for architectural or professional engineering services relating to construction projects shall not exceed \$150,000. Any unused amounts from a contract term may not be carried forward to subsequent terms.

Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the Request for Proposal so states and (2) the town has established procedures for distributing multiple projects among the selected contractors during the contract term. Such procedures shall prohibit requiring the selected contractors to compete for individual projects based on price.

- (c) Multiphase professional services contracts satisfactory and advantageous to the town for completion of large, phased, or long-term projects may be negotiated and awarded based upon qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the purchasing agent shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the town require awarding the contract.

#### **Sec. 2-435. - Negotiations For Other than Professional Services.**

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the purchasing agent shall select the offeror which, in his or her opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the purchasing agent determine in writing and in his or her 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.

#### **Secs. 2-436—2-440. – Reserved.**

- (a) — *Conditions for use.* Upon a determination in writing that competitive sealed bidding is either not practicable or not advantageous to the public, goods, services, insurance or

~~construction may be procured by competitive negotiation. The writing shall document the basis for this determination.~~

~~(b) — *Request for proposals.* Request for proposals shall be in writing and indicate in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor.~~

~~(c) — *Public notice.* At least ten days prior to the date set for receipt of proposals, public notice shall be given by posting in a public area normally used for posting of public notices or by publication in a newspaper of general circulation in the area in which the contract is to be performed, or both. In addition, proposals may be solicited directly from potential contractors.~~

~~(d) — *Evaluation factors and award.* Selection shall be made of two or more offers deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors involved in the request for proposals including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the purchasing agent shall select the offeror which, in its opinion, has made the best proposal and shall award the contract to that offeror. Should the purchasing agent determine in writing and in his 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.~~

~~(e) — *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the town taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.~~

~~(Code 1981, § 15.5-31; Ord. of 11-8-1982, § 3-102)~~

~~Sec. 2-393. — Contracting for professional services by competitive negotiation.~~

~~(a) — *Authority.* Professional services may be procured by competitive negotiation by the process included in subsections (c), (e), (f) and (h) of section 2-391 and section 2-392(b) and (c) and Code of Virginia, §§ 2.2-4310, 2.2-4315 and 2.2-4338. Where the cost of professional services is expected to exceed \$30,000.00, Code of Virginia, § 2.2-4301(3)(a) shall apply.~~

~~(b) — *Discussion and award.* The purchasing agent shall engage in individual discussions with all offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their~~

~~qualification and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs, including, where appropriate, design, construction and life cycle costs. Methods to be utilized in arriving at price for services may also be discussed. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the purchasing director shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the town can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the purchasing director determine in writing and in his sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.~~

~~(Code 1981, § 15.5-32; Ord. of 11-8-1982, § 3-103)~~

~~Sec. 2-394.— Sole source procurement.~~

~~Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination.~~

~~(Code 1981, § 15.5-33; Ord. of 11-8-1982, § 3-104)~~

~~Sec. 2-395.— Emergency purchases.~~

~~(a) — In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.~~

~~(b) — An emergency shall be deemed to exist when a breakdown in machinery or equipment and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment or diminution of an essential service or where materials or services are needed to prevent loss of life or property.~~

~~(Code 1981, § 15.5-34; Ord. of 11-8-1982, § 3-105)~~

~~Sec. 2-396.— Miscellaneous sources.~~

~~The following transactions are hereby exempt from the provisions of this division:~~

- ~~(1) Purchases of \$30,000.00 and under if the purchasing agent provides for competition whenever practicable.~~
- ~~(2) Purchases from the state penitentiary or state contracts from the state purchasing department warehouse.~~
- ~~(3) Legal services associated with actual or potential litigation.~~
- ~~(4) Purchases for special police work when the chief of police certifies to the purchasing agent that items are needed for undercover police operations.~~

~~(Code 1981, § 15.5-35; Ord. of 11-8-1982, § 3-106; Ord. of 10-13-1992, § 1; Mo. of 12-8-1997)~~

~~Secs. 2-397—2-420. -- Reserved.~~

~~Subdivision IV. -- Disposal of Surplus Property~~

~~Sec. 2-421. -- Authority to sell, exchange or trade surplus supplies.~~

~~The town manager shall have the authority to sell all supplies which have been unsuitable for public use, or to exchange the same for, or trade in the same on, new supplies.~~

~~(Code 1981, § 15.5-46; Ord. of 11-8-1982, § 4-101)~~

~~Secs. 2-422—2-440. -- Reserved.~~

~~Subdivision VIII. -- Job Order Contracting.~~

~~Sec. 2-441. - Approval of Use.~~

~~The purchasing agent may award a job order contract for multiple jobs, provided (a) the jobs require similar experience and expertise; (b) the nature of the jobs is clearly identified in the solicitation; and (c) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized by Sec. 2-442, whichever occurs first. Contractors may be selected through either competitive sealed bidding or competitive negotiation.~~

~~Sec. 2-442. - General Requirements.~~

~~Job order contracts may be renewed by the purchasing agent for up to two additional one-year terms. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed \$6 million. Individual job orders shall not exceed \$500,000. Any unused amounts from one contract term shall not be carried forward to any additional term.~~

~~Sec. 2-443. - Restrictions.~~

- ~~(a) Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in Sec. 2-442 is prohibited.~~
- ~~(b) Job order contracting may not be used solely for the purpose of purchasing professional architectural or engineering services that constitute the practice of architecture or the~~

practice of engineering as those terms are defined in Code of Virginia § 54.1-400. However, professional architectural or engineering services may be included on a job order where such professional services are (i) incidental and directly related to the job; (ii) do not exceed \$25,000 per job order; and (iii) do not exceed \$75,000 per contract term.

- (c) Job order contracting may not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel, or overpass. However, job order contracting may be used for safety improvements or traffic calming measures for individual job orders up to \$250,000, subject to the maximum annual threshold established above.

**Secs. 2-444—2-450. – Reserved.**

**Subdivision IX. – Design-Build and Construction Management Contracts.**

**Sec. 2-451. - Approval of Use.**

The town may procure contracts for construction on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the provisions of this subdivision.

**Sec. 2-452. - General Requirements.**

- (a) Professional Advisor. Prior to electing to use a design-build or construction management contract for a specific construction project, the purchasing agent shall hire a licensed architect or professional engineer (the “Professional Advisor”) with professional competence appropriate to the project who shall advise the purchasing agent regarding the use of design-build or construction management for the project and who shall assist the purchasing agent with the preparation of the Request for Qualifications, Request for Proposal, and the evaluation thereof.
- (b) Eligibility Requirements. Prior to procuring a design-build or construction management contract, the purchasing agent shall issue a written determination that competitive sealed bidding is not practical or fiscally advantageous and document the basis for the determination to utilize design-build or construction management.
- (c) Evaluation Committee. An Evaluation Committee of not less than three members shall be appointed by the purchasing agent to review and evaluate submittals. To the extent possible, the Evaluation Committee shall include one licensed professional architect or professional engineer. The Professional Advisor may be a member of the Evaluation Committee. Members of the Evaluation Committee may be employees of the town or City of Harrisonburg, but may not be officers, directors, owners or employees of or otherwise affiliated with any offeror or potential offeror.
- (d) Reporting Requirements. The purchasing agent shall report no later than November 1 of each year to the Director of the Department of General Services on all completed design-build or construction management projects in excess of \$2 million, including (1) the

procurement method utilized, (2) the project budget, (3) the actual project cost, (4) the expected timeline, (5) the actual completion time, and (6) any post-project issues.

### **Sec. 2-453. - Design-Build Procurement Procedure.**

Design-build contracts shall be procured using the following two-step competitive negotiation process:

#### (a) Selection of Qualified Offerors.

(1) Request for Qualifications. The purchasing agent shall issue a Request for Qualifications inviting potential offerors to submit their qualifications as both “designer” and “builder” of the construction. The Professional Advisor shall assist the purchasing agent in preparing the Request for Qualifications. The Request for Qualifications shall describe in general terms the particular construction and specify all factors that will be used in evaluating potential offerors’ qualifications. The Request for Qualifications shall also contain or incorporate by reference other applicable contractual terms and conditions, including any unique capabilities or qualifications required for the project. The Request for Qualifications shall request only such information as is a appropriate for an objective evaluation of all potential offerors pursuant to the criteria in the Request for Qualifications.

Notice of the Request for Qualifications shall be published at least 10 days prior to the deadline for qualification submittals by posting in a public area normally used for posting of public notices and by posting on the On-Line Bids page eVa, Virginia’s electronic procurement website, at <http://eva.virginia.gov>. In addition, the notice shall be published in a newspaper of general circulation in the area in which the contract is to be performed. The intent of publication is to provide reasonable notice to the maximum number of potential offerors that can be reasonably anticipated to submit qualifications in response to the Request for Qualifications.

(2) Review. The Evaluation Committee shall evaluate the qualification submittals based on the criteria set forth in the Request for Qualifications. Additional information submitted by potential offerors can be considered by the Evaluation Committee. The Evaluation Committee shall select and prequalify two to five offerors that it deems most qualified and suitable for the project.

Within a reasonable time after review of all qualification submittals, but no less than 30 days prior to the deadline for submission of proposals, all potential offerors shall be notified in writing whether they been prequalified. If an offeror is denied prequalification, the notice shall include the reasons for denial and the factual basis of those reasons. Potential offerors may be denied prequalification only upon those grounds specified in Sec. 2-382(g).

#### (b) Selection of Contractor.

(1) Request for Proposals. The purchasing agent shall issue a Request for Proposals to the offerors prequalified by the Evaluation Committee. The Professional Advisors shall assist the purchasing agent in preparing the Request for Proposals. The Request for Proposals shall request that offerors submit separate sealed Technical Proposals and Cost Proposals. Cost Proposals shall be secured and kept sealed until evaluation of all Technical Proposals is completed.

The Request for Proposals shall define the criteria to be used by the Evaluation Committee to evaluate each proposal. In addition, the Request for Proposals shall include and define the criteria of the specific construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications. The Request for Proposals may also define such other requirements as the purchasing agent deems appropriate for that particular construction project.

Qualified offerors may comment on the specifications or other provisions of the Request for Proposals prior to the deadline for submission. Any comments made prior to the deadline for proposal submission will be considered by the Evaluation Committee when reviewing the Technical Proposals.

(2) Review of Technical Proposals. The Evaluation Committee shall evaluate each of the Technical Proposals based on the criteria set forth in the Request for Proposals. As a part of the evaluation process, the Evaluation Committee shall grant each of the offerors an equal opportunity for direct and private communication with the Evaluation Committee. Each offeror shall be allotted the same fixed amount of time. The Evaluation Committee shall exercise care to discuss the same information with all offerors. The Evaluation Committee shall inform each offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the Request for Proposals. The Evaluation Committee shall not disclose any trade secret or proprietary information for which the offeror has invoked protection pursuant to Sec. 2-392(f) of this policy and § 2.2-4342(F) of the Procurement Act.

Based upon its review of the Technical Proposals, the Evaluation Committee shall determine whether any changes to the Request for Proposals should be made to clarify errors, omissions or ambiguities or to incorporate project improvements or additional details, or both, identified by the Evaluation Committee during its review. If such changes are required, an addendum shall be provided to each offeror.

Based on any revisions to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its sealed Cost Proposal which are not based upon revisions to the Technical Proposals.

(3) Review of Cost Proposal. At the conclusion of this process, the Evaluation Committee shall publicly open, read aloud, and tabulate the Cost Proposals. The Evaluation

Committee shall add to or deduct from the appropriate Cost Proposal any cost adjustments contained in amendments submitted by an offeror.

- (4) Selection of Contractor. The Evaluation Committee shall make its recommendation on the selection of the design-builder to the purchasing agent based on its evaluation and negotiations. Unless otherwise specified in the Request for Proposals, the design-build contracts shall be awarded to the fully qualified offeror who submits a n acceptable proposal determined to be the best value in response to the Request for Proposal. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one offeror.

The purchasing agent shall notify all offerors who submitted proposals which offeror was selected for the project. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful offerors.

#### **Sec. 2-454. - Construction Management Procurement.**

- (a) Prerequisites for Use. Construction management contracts may be procured (1) for a ny project whose cost is expected to exceed \$10 million; and (2) any complex project whose cost is less than \$10 million and construction management has been approved by the town council. A “complex project” is a construction project that includes difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding impractical. The written approval of the town council shall be maintained in the procurement file.

- (b) Procurement Procedure. Construction management contracts shall be procured using the following two-step competitive negotiation process:

(1) Selection of Qualified Offerors.

- (i) Request for Qualifications. The purchasing agent shall issue a Request for Qualifications in viting potential offerors to submit their qualifications for coordinating and administering contracts for construction services. The Professional Advisor shall assist the purchasing agent in preparing the Request for Qualifications. The Request for Qualifications shall describe in general terms the particular construction projects and specify all factors that will be used in evaluating potential offerors’ qualifications. The Request for Qualifications shall also contain or incorporate by reference other applicable contractual terms and conditions, including a ny unique capabilities or qualifications required for the project. The Request for Qualifications shall request only such information as is appropriate for a n objective evaluation of a ll potential offerors pursuant to the criteria in the Request for Qualifications.

Notice of the Request for Qualifications shall be posted on the Department of General Services’ central electronic procurement website at least 30 days prior to the deadline for qualification submittals. In addition, the notice may also be

published in a newspaper of general circulation in the area in which the contract is to be performed.

- (ii) Review. The Evaluation Committee shall evaluate the qualification submittals based on the criteria set forth in the Request for Qualifications. Additional information submitted by potential offerors can be considered by the Evaluation Committee. The Evaluation Committee shall select and prequalify two to five offerors that it deems most qualified and suitable for the project.

Within a reasonable time after review of all qualification submittals, but no less than 30 days prior to the deadline for submission of proposals, all potential offerors shall be notified in writing whether they been prequalified. If an offeror is denied prequalification, the notice shall include the reasons for denial and the factual basis of those reasons. Potential offerors may be denied prequalification only upon those grounds specified in Sec. 2-382(g).

## (2) Selection of Contractor.

- (i) Request for Proposals. The purchasing agent shall issue a Request for Proposals to the offerors prequalified by the Evaluation Committee. The Professional Advisor shall assist the purchasing agent in preparing the Request for Proposals.

The Request for Proposals shall define the criteria to be used by the Evaluation Committee to evaluate each proposal. In addition, the Request for Proposals shall include and define the criteria of the specific construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications. The Request for Proposals may also define such other requirements as the purchasing agent deems appropriate for that particular construction project.

Qualified offerors may comment on the specifications or other provisions of the Request for Proposals prior to the deadline for submission. Any comments made prior to the deadline for proposal submission will be considered by the Evaluation Committee when reviewing the proposals.

- (ii) Evaluation of Proposals. The Evaluation Committee shall evaluate each of the proposals based on the criteria set forth in the Request for Proposals. After evaluating the proposals, the Evaluation Committee shall conduct negotiations with two or more offerors submitting the highest ranked proposals, or, if the purchasing agent determines, in writing and at his or her 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.

(iii) Award of Contract. The Evaluation Committee shall make its recommendation on the selection of the construction manager to the purchasing agent based on its evaluation and negotiations. The construction management contract shall be awarded to the fully qualified offeror who submits an acceptable proposal determined to be the best value in response to the Request for Proposal. Price shall be a critical basis for awarding the contract. Prior construction management experience may be considered but is not required as a prerequisite for award of a contract. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one offeror. The contract must be entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions.

The purchasing agent shall notify all offerors who submitted proposals which offeror was selected for the project. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful offerors.

(c) Required Terms for Construction Management Contracts.

Any construction management contract entered into by the town shall contain provisions requiring that (1) not more than 10 percent of the construction work (measured by cost of the work) will be performed by the construction manager with its own forces; and (2) that the remaining 90 percent of the construction work will be performed by subcontractors of the construction manager which the construction manager must procure by publicly advertised, competitive sealed bidding, to the maximum extent practicable.

Secs. 2-455—2-460. – Reserved.

Subdivision X. – Debarment.

Sec. 2-461. - Authority to Debar.

The purchasing agent may, in the public interest, debar a prospective contractor from participating in the town's competitive procurement. The seriousness of the grounds and any mitigating factors should be considered in making any debarment decision.

Sec. 2-462. - Grounds for Debarment.

The purchasing agent may debar a prospective contractor for any of the following grounds:

(a) Conviction of or entry of a civil judgment for:

- (1) Fraud or any criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract.
- (2) Violating federal or state antitrust statutes relating to the submission of offers.
- (3) Embezzlement, theft, forgery, bribery, falsification, destruction of records, making false statements, or receiving stolen property.
- (4) Any other offense that reflects a lack of business integrity or business honesty and

directly affects the responsibility of a contractor or subcontractor.

- (b) Breach of the terms of a government contract or subcontract so serious as to justify debarment, including:
- (1) Willfully failing to perform in accordance with the terms of a contract.
  - (2) A history of failing to perform or of performing unsatisfactorily under a contract.
  - (3) Any other cause of so serious or compelling that it affects the present responsibility of a contractor or subcontractor.

### **Sec. 2-463. - Debarment Procedure.**

- (a) Notice of consideration. The prospective contractor shall be advised that debarment is being considered. The notice should be by certified mail, return receipt requested. The notice shall include the reasons for the proposed debarment.
- (b) Challenge. Within 10 days of the date of the notice, the prospective contractor may submit information challenging the proposed debarment.
- (c) Decision. The purchasing agent shall render a written decision within 5 days of receiving the prospective contractor's rebuttal information. Any debarment should be for a time period that reflects the seriousness of the cause.
- (d) Appeal. The purchasing agent's decision is final unless the prospective contractor appeals the decision within 10 days after receipt by invoking the administrative appeals procedure provided in Sec. 2-472.

### **Secs. 2-464—2-470. – Reserved.**

### **Subdivision XI. - Appeals and Remedies; ~~for Bid Protests~~**

#### **Sec. 2-471. - Contractual Claims.**

All contractual claims for money or other relief shall be adjudicated using the following procedure, which shall be included or incorporated by reference in every contract:

- (a) Notice. The contractor shall give written notice of his or her intention to file a contractual claim to the town manager at the time of the event or the beginning of the work upon which the claim is based.
- (b) Claim. Contractual claims must be submitted in writing to the town manager no later than 60 days after final payment.
- (c) Decision. The town manager or an authorized designee shall make a written decision addressing the claim within 90 days of submission.
- (d) Appeal. The decision of the town manager shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by

invoking the administrative procedure provided in Sec. 2-472. A contractor may not invoke administrative procedures prior to receipt of the town's decision on the claim, unless the town fails to render such decision within the time period specified in Subsection (c).

**Sec. 2-472. - Administrative Appeals Procedure.**

(a) Appealable Decisions. Any contractor may appeal a decision on a contract claim. In addition, any bidder or offeror, or person debarred or denied prequalification, may appeal:

- (1) An award or a decision to award a contract.
- (2) A decision refusing to allow the withdrawal of the appellant's bid.
- (3) A denial of the appellant's prequalification.
- (4) The appellant's debarment.
- (5) A determination of the appellant's nonresponsibility.

(b) Appeals Process. Any appeal pursuant to this section shall be in accordance with the following administrative procedures:

- (1) The appellant shall submit a written letter of appeal to the town manager within 10 days of the date of the decision being appealed. The letter of appeal must include the basis for the appeal and the relief sought, and whether the contractor wishes to have a hearing.
- (2) If no hearing is requested, the town manager or a designee, shall render a written decision within 10 days of receiving the letter of appeal.
- (3) If a hearing is requested, it shall be held within 10 days of receipt of the letter of appeal, and a final decision shall be rendered within 10 days of the hearing. During the hearing, the appellant shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and it will be conducted by a disinterested person appointed by the town manager and who is not an employee of the town.

(c) Judicial Review. Any party to the administrative procedure may institute judicial review within 30 days of receipt of the written decision. Findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination of an issue of law shall be final if legal action is instituted in a timely manner.

(d) Effect of Appeal Upon Contract. Sec. 2-441. — Ineligibility of bidder, offeror or contractor.

(a) — Any bidder, offeror, or contractor refused permission to participate in, or disqualified from participating in, public contracts shall be notified in writing. Such notices shall state the reasons for the action taken. This decision shall be final unless the bidder, offeror, or contractor appeals within 30 days of receipt.

~~(b) If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief shall be restoration of eligibility.~~

~~(Code 1981, § 15.5-51; Ord. of 11-8-1982, § 5-101)  
Sec. 2-442. Appeal of denial of withdrawal of bid.~~

~~(a) A decision denying withdrawal of bid under the provisions of Code of Virginia, § 2.2-4330, shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision.~~

~~(b) If no bid bond was posted, a bidder refused withdrawal of a bid under the provisions of Code of Virginia, § 2.2-4330, prior to appealing, shall deliver to the purchasing agent a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next lowest bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.~~

~~(c) If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.~~

~~(Code 1981, § 15.5-52; Ord. of 11-8-1982, § 5-102)  
Sec. 2-443. Determination of nonresponsibility.~~

~~(a) Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract shall be notified in writing. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten days.~~

~~(b) If, upon appeal, it is determined that the decision of the purchasing agent was arbitrary or capricious, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question. If it is determined that the decision of the purchasing agent was arbitrary or capricious, the relief shall be as set forth in section 2-444(b).~~

~~(c) A bidder contesting a determination that he is not a responsible bidder for a particular contract shall proceed under this section and may not protest the award or proposed award under section 2-444.~~

~~(d) Nothing contained in this section shall be construed to require the town, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.~~

~~(Code 1981, § 15.5-53; Ord. of 11-8-1982, § 5-103)  
Sec. 2-444. Protest of award or decision to award.~~

~~(a) Any bidder or offeror may protest the award or decision to award a contract by submitting such protest in writing to the town manager no later than ten days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The town manager shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten days of the written decision by instituting legal action as provided in section 2-448.~~

~~(b) If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The purchasing agent shall cancel the award if it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been~~

~~made and performance has begun, the town manager may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.~~

- ~~(e) Where the town council determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption the town council may enjoin the award of the contract to a particular bidder.~~

~~(Code 1981, § 15.5-54; Ord. of 11-8-1982, § 5-104)  
Sec. 2-445. Effect of appeal upon contract.~~

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

### Secs. 2-473—2-480. – Reserved.

~~(Code 1981, § 15.5-55; Ord. of 11-8-1982, § 5-105)~~

### Subdivision XII. – Additional Provisions Applicable to Procurements Involving Federal Funds.~~Sec. 2-446. – Stay of award during protest.~~

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

~~(Code 1981, § 15.5-56; Ord. of 11-8-1982, § 5-106)~~

### Sec. 2-481. - Applicability.

The town is required to comply with federal regulations when a procurement is conducted in whole or in part with federal funds. The United States Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards apply to all federal grants.

### Sec. 2-481. - Full and Open Competition.

All procurement transactions must be conducted in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The following are considered to be restrictions upon full and open competition:

- (a) Imposing unreasonable business requirements for bidders or offerors to qualify to do business.
- (b) Requiring unnecessary experience or bonding.
- (c) Specifying only a brand name product without listing salient characteristics and allowing an equivalent product to be offered. Brand names are among the most restrictive types of

specification.

- (d) Non-competitive practices between firms or affiliated companies.
- (e) Noncompetitive contracts with consultants that are on retainer contracts.
- (f) Organizational conflicts of interest.
- (g) Any arbitrary action in the procurement process.

#### **Sec. 2-482. - Geographic Preferences Prohibited.**

The use of statutorily or administratively imposed state, local, or tribal geographical preferences is prohibited in the evaluation of bids or proposals, except in those cases where a applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts any Virginia law requiring that a contractor within a particular profession be licensed within the Commonwealth. When contracting for a architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

#### **Sec. 2-483. - Affirmative Steps Pertaining to Minority and Other Businesses.**

The town is required to take certain steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

#### **Sec. 2-484. - Recovered Materials.**

The town must comply with certain laws that require a preference for items that protect the environment, including Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Sec. 2-485. - Equal Opportunity.**

All contracts greater than \$3,500 must contain a clause in which the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the contractor agrees to comply with all applicable Federal laws and regulations pertaining to nondiscrimination.

**Sec. 2-486. - Federal Awarding Agency Review.**

The town must make procurement documents and technical specifications available to the federal awarding agency upon request. The town may affirmatively seek review by the federal awarding agency when the town believes that such review is needed to comply with federal regulations.

**Sec. 2-487. - Debarment and Suspension.**

A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). The SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

**Sec. 2-488. - Davis-Bacon Act.**

All procurements for federally-assisted construction contracts in excess of \$2,000 must require the contractor to comply with the Davis-Bacon Act, as supplemented by United States Department of Labor regulations, which require that the contractor and its subcontractors pay prevailing wages to certain categories of employees.

**Sec. 2-489. - Byrd Anti-Lobbying Amendment.**

All federally-funded procurements in excess of \$100,000 must require that bidders and offerors provide a certification that the funds will not be used to pay any person or organization to lobby

agencies, members of Congress, or other federal officials. In addition, any lobbying in connection with obtaining any federally-funded project must be disclosed.

### **Sec. 2-490. - Other Required Federal Contract Clauses.**

Certain contract clauses are required in federally-funded contracts, such clauses being dependent on the nature of the goods or services being procured and the dollar amount of the contract. Please consult Appendix 1 for a list of many required state and federal contract clauses. On larger contracts or with atypical funding sources, the town should consult with counsel prior to the issuance of a procurement solicitation.

Sec. 2-447.—Contractual disputes.

- ~~(a) — Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.~~
- ~~(b) — A procedure for consideration of contractual claims shall be included in each contract. Such procedure, which may be incorporated into the contract by reference, shall establish a time limit for a final decision in writing by the town council.~~
- ~~(c) — A contractor may not invoke administrative procedures meeting the standards of or institute legal action as provided in section 2-448, prior to receipt of the decision on the claim, unless the town council fails to render such decision within the time specified in the contract.~~
- ~~(d) — The decision of the town council shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by the town council or by instituting legal action as provided in section 2-448.~~

~~(Code 1981, § 15.5-57; Ord. of 11-8-1982, § 5-107)~~

Sec. 2-448.—Legal actions.

- ~~(a) — A bidder or offeror, actual or prospective, who is refused permission or disqualified from participating in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the appropriate circuit court challenging that decision, which shall be reversed only if the petitioner establishes that the decision was arbitrary or capricious.~~
- ~~(b) — A bidder denied withdrawal of a bid under section 2-442 may bring an action in the appropriate circuit court challenging that decision, which shall be reversed only if the bidder establishes that the decision of the town was clearly erroneous.~~

~~(c) — A bidder, offeror or contractor may bring an action in the appropriate circuit court challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is not an honest exercise of discretion, but rather is arbitrary or capricious or not in accordance with the Constitution of Virginia, statutes, regulations or the terms and conditions of the invitation to bid or request for proposal.~~

~~(d) — If injunctive relief is granted, the court, upon request of the town, shall require the posting of reasonable security to protect the town.~~

~~(e) — A contractor may bring an action involving a contract dispute with the town in the appropriate circuit court.~~

~~(f) — A bidder, offeror or contractor need not utilize administrative procedures meeting the standards of this division, but if those procedures are invoked by the bidder, offeror or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the town agrees otherwise.~~

~~(g) — Nothing herein shall be construed to prevent the town from instituting legal action against a contractor.~~

~~(Code 1981, § 15.5-58; Ord. of 11-8-1982, § 5-108)~~

~~Secs. 2-449 — 2-520. — Reserved.~~

#### ~~Subdivision VI. — Assistance to Small and Disadvantaged Businesses~~

~~Sec. 2-521. — Establishment of programs to expand participation.~~

~~The purchasing agent may establish programs consistent with all provisions of this division to facilitate the participation of small businesses and businesses owned by women and minorities in procurement transactions. Such programs shall be in writing, and may include cooperation with the Virginia State Office of Minority Business Enterprise, the United States Small Business Administration and other public or private agencies.~~

~~(Code 1981, § 15.5-69; Ord. of 11-8-1982, § 6-101)~~

~~Sec. 2-522. — Discrimination prohibited.~~

~~In the solicitation or awarding of contracts, the town shall not discriminate because of race, religion, color, sex, or national origin of the bidder or offeror.~~

~~(Code 1981, § 15.5-70; Ord. of 11-8-1982, § 6-102)~~



**Town of Luray, Virginia**  
**Planning Commission Agenda Statement**

**Item No: IV-D**

**Meeting Date: April 28, 2020**

**Agenda Item:** TOWN COUNCIL DISCUSSION  
Item IV-D – Imagination Station

**Summary:** Town Council is requested to review the evaluation of proposals for the replacement of the Imagination Station playground provided by our review committee. A summary of the evaluation criteria, as well as the summary of their review is provided. Information about the top three proposals is also included.

Council is requested to confirm if interviews with any of the firms is needed.

**Council Review:** N/A

**Fiscal Impact:** N/A

**Suggested Motion:** N/A



## **Town of Luray**

45 East Main Street  
P.O. Box 629  
Luray, Virginia 22835

April 1, 2020

Mayor & Luray Town Council  
45 East Main Street  
P.O. Box 629  
Luray, Virginia 22835

RE: Recommendation for Imagination Station Replacement

Mayor & members of Luray Town Council,

Since February 14, 2020, when Imagination Station Requests for Proposals were due, our playground committee has been hard at work reviewing the 14 proposals that we received. There were 7 different playground companies who bid on the project, with more than half of the companies submitting multiple proposals. Our committee was comprised of 3 people with various backgrounds in parks and playground knowledge, as well as a member from Page County Public Schools who is familiar with sight, sound, sensory, and access components that children with special needs may prefer. The committee members were as follows:

Morgan Housden, Assistant Superintendent of Luray Parks & Recreation  
Megan Gordon, Program Director for Page Alliance for Community Action (PACA)  
Holly Housden, Special Educator for Luray High School

After numerous hours analyzing each playground proposal and their specifications books to locate warranties on specific playground components as well as overall quality of materials, inclusiveness, vendor experience, and compliance with all federal ASTM, IPEMA, and CPSC standards, we have come up with our short-list of playground companies to be interviewed. They are ranked in the order that they scored, as follows:

- 1) All Recreation
- 2) Site Concepts, Option D

The committee feels that All Recreation will be the best fit to replace Imagination Station, followed by Site Concept's Option D as our runner-up.

All Recreation's proposal came in at \$300,000.



PROPOSAL: 133-126673-1 R2

**RALPH H. DEAN PARK**

All Recreation is a Virginia-based company, located in Ashburn, VA. They have been in business since 1991, but their President has been in the industry since 1980. The representative that completed the proposal, Eric White, lives locally just outside of Harrisonburg, VA. Burke, their playground equipment manufacturer, is currently celebrating 100 years of business. We feel that All Recreation filled the entirety of the space available and best met the needs of our community. They combined all of the components we were looking for and more. Their playground design has sight/sound/sensory elements including a music making station with chimes and drums, wheelchair accessible sensory panels, a shaded structure for kids ages 2-5, an adventurous 3-story accessible structure for kids ages 5-12, multiple climbing features and an entire section allocated to just swings. Additionally, the design incorporates a zip line for all ages and abilities to enjoy.

Burke offers a 100-year warranty on aluminum/steel posts, hardware, and bolt-through fastening systems. They have a 25-year warranty on spring assemblies and aluminum cast animals, and a 15-year warranty on decks, platforms, metal roofs, railings, all plastic components including plastic borders, and any structural failure due to materials or workmanship. They have a 10-year warranty on all canopies, signage, and graphics. They have a 5-year warranty on all ropes, swing components and cables. In addition to the manufacturer's warranty, All Recreation has a supplemental warranty that covers all replacement installation costs during the warranty period.

Have you visited the new playground that was recently installed in Rockingham County? Some committee members visited the Rockingham Park at the Crossroads to get a first-hand look at the quality of playground equipment All Recreation provides. Their new playground features a lot of the same elements of play that were included in our proposal. Their new playground is a big hit in the community, and now we can bring something similar to our own backyards here in Luray. After diligently examining the submitted proposals, we believe the Luray Town Council should award the bid to All Recreation for \$300,000 for the replacement of Imagination Station, to be named Imagination Station 2.0.

Our second selection is Site Concept's Option D for \$341,959.



Site Concepts and Miracle Recreation have been in business for a combined total of 80 years. Miracle Recreation has been manufacturing playground equipment in the U.S. since 1927. George Novey, the area representative that submitted the proposal, has been with the company for 17 years. George Novey is who we coordinated with to install the playground at Lake Arrowhead 13 years ago and he's been a pleasure to work since.

Site concepts did not charge for freight in their proposal, they provided a \$96,000 discount, and the border walls are included in the price. Essentially, you get more playground components for an economical price point. Miracle Recreation has a limited warranty for as long as we own the product on all aluminum deck posts, steel deck posts, and fastening hardware. They have a 15-year warranty on rigid steel decks, steps, weldments, molded/sheet plastic components, plastic lumber, roof panels, and stainless-steel slides. They have a 10-year warranty on fabric shade frames, and sureshade fabrics. They have an 8-year warranty on fiberglass signage, accessible swing seats, and precast concrete products. They have a 5-year warranty on mesh climbing rocks, steel core cable nets and rope fittings, and site amenities including benches/trash receptacles, etc. They have a 3-year warranty on plastic borders and a 1-year warranty on most swing seats, moving parts, swivels, chains, springs and flexible components, trolleys, cables, and wheels.

Site Concept's proposal also has all of the components of play we were looking for and more. They included musical features and a wheelchair accessible panel maze containing sight/sound/sensory elements that allow children with Autism Spectrum Disorder to interact with, as well as hide to escape the rest of the noisy playground if needed. The design offers a modern shaded structure for kids ages 2-5, (2) exciting 3-story shaded structures for kids ages 5-12 with a rope bridge connecting them. They also incorporated a 5-station ninja course and interactive "mommy-and-me" swings, which allow adults to play more with their children. Committee members also had the chance to check out the Miracle playground equipment at Lake Arrowhead to inspect quality of materials that were installed over a decade

ago. For all of the reasons outlined above, the committee recommends Site Concept's Option D as our runner-up selection.

We, as a committee, hope that you will *highly* consider our first recommendation as your top selection as well. We have dedicated countless hours toward the selection process, narrowing it down from 14 proposals to just 2 for Council's deliberation. Selecting All Recreation at \$300,000 allows us to allocate \$50,000 for the demolition of Imagination Station, purchase and install fiber and borders in-house, and still meet our budget expectations of \$350,000. We feel that selecting All Recreation's proposal and awarding them the project would be the best choice, and in the best interest of our community as it will be a fixture in our Town and County for the next 25 or more years.

Thank you for your careful consideration of our recommendations. Please feel free to reach out to us if you have any further questions or need any more clarification.

Sincerely,

Morgan, Megan, & Holly

**Morgan Housden**

Morgan Housden  
Assistant Superintendent, Luray Parks & Recreation

**4-1-2020**

Date

**Megan Gordon**

Megan Gordon  
Program Director, Page Alliance for Community Action

**4-1-2020**

Date

**Holly Housden**

Holly Housden  
Special Educator, Luray High School

**4/1/2020**

Date

Cc: Steve Burke, Town Manager  
Bryan Chrisman, Assistant Town Manager  
Dakota Baker, Superintendent of Parks & Recreation

Signature:   
Megan Gordon (Apr 1, 2020)  
Email: pageallianceforcommunityaction@gmail.com

Signature:   
Morgan Housden (Apr 1, 2020)  
Email: mhousden@townofluray.com

Signature:   
Holly Housden (Apr 1, 2020)  
Email: housden.holly@gmail.com

Imagination Station  
 Proposal Review Summary

Proposer/Option	Cost	Total Points	Ages Served	Inclusiveness	Theme & Aesthetics	Conceptual Design	Overall Project Price	Warranty	Quality of Materials	Vendor Experience
All Recreation	300,000	90.5	15	15	15	10	2.5	10	10	13
Site Concepts - Option D	341,959	89.5	15	15	15	15	10	0	7.5	12
Cunningham Recreation #2	226,180	77.5	15	15	10	7.5	7.5	7.5	7.5	7.5
Site Concepts - Option C	295,359	74.5	15	7.5	10	10	2.5	7.5	10	12
Site Concepts - Option B	215,382	74.5	10	7.5	10	7.5	10	7.5	10	12
Site Concepts - Option A	211,964	72	10	7.5	10	5	10	7.5	10	12
Cunningham Recreation #1	227,457	70	15	7.5	10	7.5	7.5	7.5	7.5	7.5
Carolina Recreation #1A	372,850	60.5	15	15	10	5	0	5	7.5	3
Sparks @ Play	520,816	59.5	15	7.5	10	5	0	5	7.5	9.5
Carolina Recreation #2	260,727	58	15	7.5	15	0	5	7.5	5	3
Playground Specialists #1	372,850	58	10	7.5	5	5	7.5	10	7.5	5.5
Max Play Fit	264,245	57	10	7.5	10	2.5	5	5	5	12
Carolina Recreation #1	307,789	55.5	15	15	10	0	0	5	7.5	3
Playground Specialists #2	298,415	53	10	7.5	5	5	2.5	10	7.5	5.5



20609 Gordon Park Sq  
Suite 190  
Ashburn, Va 20147

Eric J. White, CPSI-Recreational Specialist  
703-994-9565  
[eric@allrec.com](mailto:eric@allrec.com)

Town of Luray  
Ralph H. Dean Park  
RFP  
Due Friday 14<sup>th</sup> 2019 @ 3pm



**All Recreation of Virginia, Inc.**  
 20609 Gordon Park Square  
 Suite 190  
 Ashburn, VA 20147  
**Office Ph: 888-419-0001**  
**Fax: 703-589-1493**  
**Cell: 703-994-9565**

## PROPOSAL

Quote # MLAPQ10922

Date 02/10/20

Sales Rep. Eric White

Customer's PO No:

Shipping Method: Common Carrier

Terms

50% Deposit and balance due upon completion

**Bill To:**

Ralph H. Dean Park  
 c/o Town of Luray Parks and Rec  
 PO Box 629

**Ship To:**

Ralph H. Dean Park  
 c/o All Recreation

Luray VA 22835

Attn: Dakota Bater

Phone: 540-843-0770

Fax:

Email: dbaker@townofluray.com

Attn:

Phone:

Fax:

Email:

Qty	Item No.	Description	Unit Price	Ext. Price
1	Burke 133-126673-1	Custom Nucleus/Evolution 5-12 Playground	\$168,115.00	\$168,115.00
1	Burke 133-126673-1	Custom Nucleus/Intensity 2-5 Playground	\$52,847.00	\$52,847.00
1	Burke 133-126673-1	Custom Music Station & Panels	\$28,322.00	\$28,322.00
1	Burke 550-0100	TOT SEAT, 7' & 8' PAIR, STD CHAIN	\$342.00	\$342.00
3	Burke 550-0112	BELT SEAT, 8' PAIR, STD CHAIN	\$187.00	\$561.00
1	Burke 550-0135	5" OD ARCH SWING	\$2,435.00	\$2,435.00
4	Burke 550-0136	5" OD ARCH SWING ADD-ON	\$1,636.00	\$6,544.00
1	Burke 550-0171	FREEDOM SWING SEAT, 8' BEAM, STD CHAIN	\$921.00	\$921.00
1	Burke 550-0190	ZIPVENTURE 75 FT	\$13,964.00	\$13,964.00
1	Burke 550-0191	KONNECTION SWING	\$1,288.00	\$1,288.00
1	Burke 560-0457	SWIFT TWIST SPINNER	\$1,168.00	\$1,168.00
1	Burke 560-0576	REV8	\$17,858.00	\$17,858.00
1	Burke 570-2676	ORB ROCKER	\$6,950.00	\$6,950.00
1	Burke 570-2681	TURTLE ROCKER	\$1,079.00	\$1,079.00
1	Burke 570-2696	DUCKLING ROCKER	\$1,079.00	\$1,079.00
2	Burke 570-2671	SPRING RIDER FOOTER	\$225.00	\$450.00
1	Burke	SPINETIC SPINNER w/ REV LIMITER	\$6,700.00	\$6,700.00
1	Installation	To install above listed items.	\$60,100.00	\$60,100.00
1	Bond	Performance and Payment Bond	\$8,250.00	\$8,250.00
1	Discount	Preferred Customer Discount	-\$89,000.00	-\$89,000.00



**All Recreation of Virginia, Inc.**  
 20609 Gordon Park Square  
 Suite 190  
 Ashburn, VA 20147  
**Office Ph: 888-419-0001**  
**Fax: 703-589-1493**  
**Cell: 703-994-9565**

## PROPOSAL

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 PO Box 629

Luray VA 22835

Attn: Dakota Bater

Phone: 540-843-0770

Fax:

Email: dbaker@townofluray.com

**Ship To:**

Ralph H. Dean Park  
 c/o All Recreation

Attn:

Phone:

Fax:

Email:

COLORS

**In signing this proposal AND the attached color sheet, you are acknowledging your color selection.**

SubTotal	\$289,973.00
Sales Tax	\$0.00
Freight	\$10,027.00
<b>Total</b>	<b>\$300,000.00</b>

WE PROPOSE hereby to furnish complete in accordance with the above specifications. Accounts over 10 days old are subject to 1-1/2% monthly charge. We accept Credit Card Payments from Visa & Mastercard. However, we will add a 2% convenience fee to any proposal two-thousand dollars or greater. NOTE: This proposal may be withdrawn by All Recreation of Virginia, Inc. if not accepted with ten (10) days. Customer is responsible to locate and mark all private utilities. All Recreation of Virginia, Inc. and it's installers will not be held responsible for any damage to any private utilities damaged in the installation process which were not located and marked by the customer.

\_\_\_\_\_  
 Authorized All Recreation of VA, Inc. Signature

\_\_\_\_\_  
 Printed Name of Authorized All Recreation of VA

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted:

\_\_\_\_\_  
 Authorized Customer Signature

\_\_\_\_\_  
 Printed Name of Authorized Customer

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Tax Exempt Number

**Make checks payable to All Recreation of Virginia, Inc. Please put proposal/ invoice number(s) on check.**



PROPOSAL: 133-126673-1 R2

**RALPH H. DEAN PARK**





PROPOSAL: 133-126673-1 R2

**RALPH H. DEAN PARK**





PROPOSAL: 133-126673-1

**RALPH H. DEAN PARK**





PROPOSAL: 133-126673-1

**RALPH H. DEAN PARK**



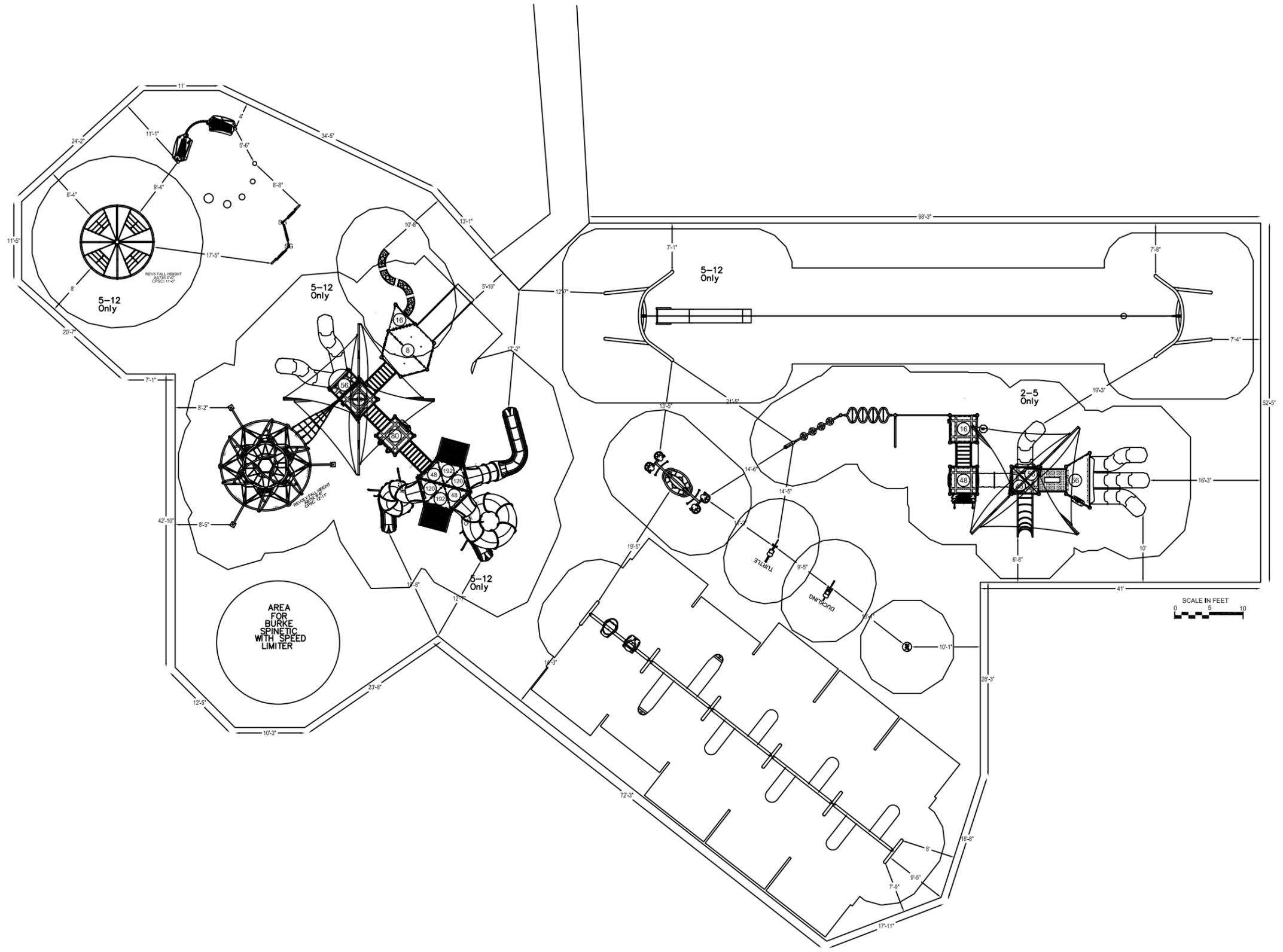


All Recreation of Virginia, Inc.  
 20609 Gordon Park Square, Ste 190  
 Ashburn, VA 20147  
 888-419-0001

Ralph H. Dean Park  
 Luray, VA  
 20RHDPk1

AREA SIZE: 12,812 sqft  
 Designer: Jordan Palmer

DATE: 2/10/2020  
 SCALE: 1/16" = 1'0"



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 20609 Gordon Park Square, Ste 190  
 Ashburn, VA 20147  
 888-419-0001

Ralph H. Dean Park  
 Luray, VA  
 20RHDPk1

AREA SIZE: 12,812 sqft  
 Designer: Jordan Palmer

DATE: 2/10/2020  
 SCALE: 1/16" = 1'0"

DATE: 02/14/2020

## **MIRACLE RECREATION PROPOSAL D**

**TOTAL ESTIMATE: \$341,959.00**

### BREAKDOWN OF COSTS:

• DISCOUNTED MIRACLE REC EQUIPMENT	\$219,453.00
• FREIGHT INCLUDED	\$0.00
• INSTALLATION OF PLAYGROUND	\$108,456.00
• PROVIDE/INSTALL PLASTIC BORDERS	\$7,200.00
• PREFORMANCE & PAYMENT BOND	\$6,850.00
• CPSI INSPECTION INCLUDED	\$0.00

### NOTABLE FEATURES:

- 2-5 PLAY STRUCTURE WITH LARGE FABRIC SHADE ROOFS
- 5-12 NEW XGEN STRUCTURE WITH A FULLY ENCLOSED SKYWAY THAT OFFERS CHALLENGING CLIMBERS AT NEW HEIGHTS. MULTIPLE RAMPED DECKS ALONG THE BASE OF THE SKYWAY OFFER VARIOUS ACCESSIBLE SLIDES, CLIMBERS AND PLAY EVENTS. LARGE FABRIC SHADES THROUGHOUT.
- SENSORY MAZE WITH MULTIPLE COLOR, TRANSLUCENT TEXTURED PANELS.
- FREESTANDING ROCKERS, SPINNERS, BALANCE, SEE-SAW, CONCERTO CHIMES, AND A ROCK CLIMBER/TUNNEL
- VARIOUS SWING OPTIONS WITH BELTS, BUCKETS, AND A MOMMY-AND-ME SEAT
- DISC SWING FOR MULTIPLE USERS
- 5 STATION NINJA COURSE WITH VARIOUS RUNNING, BALANCE, AND CLIMBING CHALLENGES.

### NOTES:

- MOST COLORS CAN BE CHANGED FROM THOSE SHOWN.
- EQUIPMENT CHOICES AND LAYOUT CAN BE MODIFIED AND REVISED FOR THE BEST POSSIBLE FINAL DESIGN.







GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

02/12/2020  
 Quote #99390-01-03

## Ralph H. Dean Recreation Park- Option #2

Luray Parks & Recreation  
 Attn: Dakota Baker  
 625 6th Street  
 Luray, VA 22835  
 Phone: 540-742-9421  
 dbaker@townofluray.com

Ship to Zip 22835

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape 5-12 Modular Unit [Accent: _____] [HDPE: _____] [Roto Plastic: _____] [Uni Plastic: _____] [Accent 2: _____] [Basic: _____] [Deck:Pvc: _____] [Fabric 1: _____] [2 Color HDPE: _____] [Tube: _____]	\$133,567.00	\$133,567.00
		(1) 91209 -- Climber Entryway - Barrier		
		(1) 90870 -- Splitter 8'		
		(1) 3948 -- Pachinko 20" 2S		
		(1) 91365 -- Sensory Wave Panel w/ stained glass		
		(2) 91208 -- Climber Entryway - Guardrail		
		(1) 90369 -- River Rock Climber		
		(4) 80687 -- Handhold/Kick Plate Pkg		
		(1) 90579 -- Double Swerve Slide		
		(3) 16465 -- Slide Transfer (Ada)		
		(1) 16803 -- Ada Wide Triangular Platform		
		(1) 90854 -- Equilateral Shade Canopy		
		(1) 90024 -- 4'-0" Transfer System W/ Barrier		
		(1) 90842 -- Single Spiral		
		(1) 16701 -- Ada 49"Tri Punch Steel Dk		
		(1) 16818 -- Trapezoid Deck		
		(1) 16464 -- Rock N Raft		
		(2) 80192 -- Sunblox Umbrella Canopy		
		(1) 90178 -- Ada Crow'S Nest W/Telescope		
		(1) 91146 -- Entryway - Guardrail		
		(1) 90150 -- 3'/4' Single Vine Climber		
		(1) 4668 -- Up & On Bronze Sensor Package		
		(1) 91457 -- Sensory Wave Entryway		
		(1) 91374 -- PS Sensory Wave Up & On (3' & 3'6")		
		(1) 90508 -- 4' Double Zip Slide, Std Dk		



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## Ralph H. Dean Recreation Park- Option #2

Quantity	Part #	Description	Unit Price	Amount
		(1) 80612 -- Deck Curb		
		(1) 90525 -- Half Panel W/Thundering		
		(1) 90530 -- 2'2'-6" Little Foot Slide W/Encl		
		(2) 80082 -- Slide Transfer		
		(1) 90503 -- 2'-6"/3' Single Wave Zip Slide		
		(1) 91458 -- Sensory Wave Entryway for 2' Deck		
		(1) 91427 -- PS Sensory Wave Transfer (2')		
		(1) 90677 -- Std Access Ramp Link Gr 3'-6" & 4'		
		(1) 90674 -- Std Access Ramp Link 3 Dk Gr		
		(1) 90676 -- Std Access Ramp Link Gr 2'-6" & 3'		
		(1) 90004 -- Two Piece Hex Deck		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 81688 -- Therapeutic Rings Attch		
		(1) 4847 -- Hypno Wheel Ass'Y		
		(1) 4842 -- Echo Chamber Ass'Y		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 3950 -- Roller Balls 12" 2S		
		(1) 91364 -- Sensory Wave Panel w/ chimes		
		(1) 90673 -- Ramp (Guardrail)		
		(3) 6141 -- Mini Pod Toad Stool		
		(1) G90265 -- 7' Upright, Galv		
		(2) 90265 -- 7' Upright, Alum		
		(2) 90264 -- 6' Upright, Alum		
		(3) 90266 -- 8' Upright, Alum		
		(4) G90267 -- 9' Upright, Galv		
		(2) 90267 -- 9' Upright, Alum		
		(10) G90262 -- 4' Upright, Galv		
		(4) G90266 -- 8' Upright, Galv		
		(3) G90268 -- 10' Upright, Galv		
		(4) G90269 -- 11' Upright, Galv		
		(1) 90269 -- 11' Upright, Alum		
		(3) G90273 -- 15' Upright, Galv		



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## Ralph H. Dean Recreation Park- Option #2

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PT17008- Adirondack Trail [Roto Plastic: _____] [Basic: _____] [Accent: _____] [Basic: _____] [Deck:Pvc: _____] [Roto Plastic: _____]	\$18,502.00	\$18,502.00
		(1) 19791 -- Dbl Rumble & Roll 2'-6"/3'		
		(1) 19656 -- Slant Roof (Timbers)		
		(1) 18679 -- Bongos		
		(1) 19632 -- Transfer Platform (Timbers) 3'		
		(1) 19104 -- Ridge Climber		
		(2) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 19407 -- Transfer System (Timbers) 1' Rise		
		(1) 19635 -- Rung Enclosure (Timbers)		
		(1) 19637 -- Plank Climber 4'		
		(1) 19362 -- 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 12726 -- Double Seat		
		(2) 19657 -- Slant Roof Ext (Timbers)		
		(4) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(2) 12068 -- 3 1/2"Uprt Ass'Y Alum 13'		
		(2) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
1	178749	GameTime - Owner's Kit	\$58.00	\$58.00
1	RDU	GameTime - Swings (4 Bays w/ belt seats) [Basic: _____]	\$7,662.00	\$7,662.00
		(3) 10848 -- Ada Two-Place Swing Add-A-Bay, 5" Od		
		(8) 8918 -- Belt Seat Pkg 5"Od(8918)		
		(1) 10847 -- Ada Two-Place Swing F/S, 5" Od		
1	RDU	GameTime - Swings (2 Bays) [Basic: _____] [Roto Plastic: _____]	\$10,386.00	\$10,386.00
		(1) 10847 -- Ada Two-Place Swing F/S, 5" Od		
		(1) 5159 -- Express Swing W/Todd Seat 5" X 8'		
		(1) 5145 -- Expression Swing 5" X 8'		
		(2) 17247 -- Adaptive Swing Safety Belt		
		(2) 5166 -- Expression Swing w Adaptive Seat 5"		
		(1) 10848 -- Ada Two-Place Swing Add-A-Bay, 5" Od		
1	FWR-T-IG	Freenotes - Turquoise Flower – (With Inground Mount Kit)	\$1,104.00	\$1,104.00



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## Ralph H. Dean Recreation Park- Option #2

Quantity	Part #	Description	Unit Price	Amount
1	FWR-O-IG	Freenotes - Orange Flower – (With Inground Mount Kit)	\$1,104.00	\$1,104.00
1	FWR-Y-IG	Freenotes - Yellow Flower – (With Inground Mount Kit)	\$1,204.00	\$1,204.00
1	TD-IG-N	Freenotes - Tuned Drums - (Normal Height - With In Ground Mount Kit)	\$3,327.00	\$3,327.00
1	38009	GameTime - Spinning Leaf Seat (Straight) [Accent:_____] [Roto Plastic:_____]	\$744.00	\$744.00
1	6249	GameTime - Sensory Cove Climber - Square [Basic:_____] [Roto Plastic:_____]	\$2,743.00	\$2,743.00
1	QRI110	GT-Shade - SU121208IG 8' IN-GE-SU Shade [Basic:_____] [Fabric 1:_____]	\$3,091.00	\$3,091.00
2	28009	GameTime - 6' P/S Bench W/Back Inground [Basic:_____] [Coated Site:_____]	\$685.00	\$1,370.00
2	38217	GameTime - Flower Talk Tube Ground Level 2-5 [Accent:_____] [Roto Plastic:_____]	\$617.00	\$1,234.00
1	6237	GameTime - Shadow Play Sky Runner [Accent:_____] [Basic:_____]	\$5,825.00	\$5,825.00
1	3205	GameTime - Spinning Sensory Wave Seat [Accent:_____] [Basic:_____] [Roto Plastic:_____]	\$1,132.00	\$1,132.00
1	91491	GameTime - 33' Skyrun Zip Track (Zero G Seat) [Accent:_____] [Basic:_____] [Roto Plastic:_____]	\$10,582.00	\$10,582.00
1	14928	GameTime - NDS Inclusive Play Sign Package		
1	14927	GameTime - NDS Play On Sign Package		
512	INSTALL	MISC - Supply and Installation of Double Stacked Timber Borders; per LF	\$18.52	\$9,482.24
1	INSTALL	MISC - Installation	\$61,155.00	\$61,155.00
1	INSP	Playground Guardian - Low Frequency Safety Inspection performed by a CPSI using Park Protector Software with report of findings		
1	BONDS	MISC - Performance & Payment Bonds	\$5,221.00	\$5,221.00
1	RFP	MISC - Request For Proposal		
Contract: OMNIA			Sub Total	\$279,493.24
			Discount	(\$59,142.47)
			Freight	\$5,829.68
			<b>Total</b>	<b>\$226,180.45</b>

### Comments

\*Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

\*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

\*Virginia Corporation Commission Jurisdiction ID- F1888686



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## Ralph H. Dean Recreation Park- Option #2

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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## Ralph H. Dean Recreation Park- Option #2

### ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: \$226,180.45

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature  
BILLING INFORMATION:

\_\_\_\_\_  
Customer Signature

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



# Ralph H. Dean Recreation Park Option 2

Design • Build • PLAY!



Colors:  
Basics: Bronze  
Accents: Beige  
Plastics: Spring Green  
2 Color HDPE: Spring Green/White  
HDPE: Spring Green  
Decks: Brown  
Fabric: Evergreen  
Swing Uprights: Green

# Request for Proposal to Design, Procure, and Install playground equipment at Ralph H. Dean Recreation Park in Luray, VA



REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_

## SCORING MATRIX

### EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by a selection committee based on the following criteria:

<u>Criteria</u>	<u>Points</u>
A. Ages served (2-12)	0-15
B. Inclusiveness (Sight/sound/sensory, ADA compliance)	0-15
C. Theme/Aesthetics	0-15
D. Conceptual Design	0-10
E. Overall Price	0-10
F. Warranty	0-10
G. Quality of Materials; Craftsmanship	0-10
H. Vendor Experience	0-15
I. ASTM, IPEMA & CPSC Compliance	Yes/No
Maximum Points: 100	

<u>Criteria</u>	<u>Points</u>
<b>A. Ages served (2-12)</b>	<b>0-15</b>
Category 1	Ages 2-12+ <b>15</b>
Category 2	Ages 2-12 <b>10</b>
Category 3	Ages 2-8 <b>5</b>
Category 4	Ages 2-5 <b>0</b>
<b>Total Points: _____</b>	

<u>Criteria</u>	<u>Points</u>
<b>B. Inclusiveness (Sight/sound/sensory, ADA compliance)</b>	<b>0-15</b>
Category 1	>50% Inclusive <b>15</b>
Category 2	25-50% Inclusive <b>7.5</b>
Category 3	<25% Inclusive <b>0</b>
<b>Total Points: _____</b>	

<u>Criteria</u>	<u>Points</u>
<b>C. Theme/Aesthetics</b>	<b>0-15</b>
Category 1	Excellent <b>15</b>
Category 2	Good <b>10</b>
Category 3	Fair <b>5</b>
Category 4	Poor <b>0</b>
<b>Total Points: _____</b>	

<b>D. Conceptual Design</b>		<u>Points</u> <b>0-10</b>
Category 1	Exceptional	<b>10</b>
Category 2	Excellent	<b>7.5</b>
Category 3	Good	<b>5</b>
Category 4	Fair	<b>2.5</b>
Category 5	Poor	<b>0</b>
<b>Total Points:</b>		<u>                    </u>

<b>E. Overall Project Price</b>		<u>Points</u> <b>0-10</b>
Category 1	< \$225,000	<b>10</b>
Category 2	\$225,000 - \$250,000	<b>7.5</b>
Category 3	\$250,000 - \$275,000	<b>5</b>
Category 4	\$275,000 - \$300,000	<b>2.5</b>
Category 5	>\$300,000	<b>0</b>
<b>Total Points:</b>		<u>                    </u>

<b>F. Warranty</b>		<u>Points</u> <b>0-10</b>
Category 1	21+ years	<b>10</b>
Category 2	15-20 years	<b>7.5</b>
Category 3	10-15 years	<b>5</b>
Category 4	5-10 years	<b>2.5</b>
Category 5	< 5 years	<b>0</b>
<b>Total Points:</b>		<u>                    </u>

<b>G. Quality of Materials; Craftsmanship</b>		<u>Points</u> <b>0-10</b>
Category 1	Exceptional	<b>10</b>
Category 2	Excellent	<b>7.5</b>
Category 3	Good	<b>5</b>
Category 4	Fair	<b>2.5</b>
Category 5	Poor	<b>0</b>
<b>Total Points:</b>		<u>                    </u>

<b>H. Vendor Experience</b>		<u>Points</u> <b>0-15</b>
<b>Part 1: Overall Experience</b>		
Category 1	>40 years	<b>5</b>
Category 2	30-40 Years	<b>4</b>
Category 3	20-30 Years	<b>3</b>
Category 4	10-20 Years	<b>2</b>
Category 5	<10 Years	<b>1</b>

**Part 2: VA Municipal Experience** (*Relevant and comparable projects, last 10 years*)

Category 1	>10 Projects	<b>10</b>
Category 2	7-10 Projects	<b>7.5</b>
Category 3	5-7 Projects	<b>5</b>
Category 4	3-5 Projects	<b>2.5</b>
Category 5	>3 Projects	<b>0</b>

**Total Points:** \_\_\_\_\_

**I. ASTM, IPEMA & CPSC Compliance**

**Yes/No**

ASTM Compliance  
IPEMA Compliance  
CPSC Compliance

Yes/No  
Yes/No  
Yes/No

Total Compliance: Yes No

**Company:** \_\_\_\_\_ **Total Cumulative Points:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

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**\*In the event of a tie:**

What project best meets the needs and goals of the Town of Luray? \_\_\_\_\_