



TOWN OF HAYMARKET TOWN COUNCIL

WORK SESSION
~ AGENDA ~

Kimberly Henry, Clerk of the Council
<http://www.townofhaymarket.org/>

15000 Washington St
Haymarket, VA 20169

Monday, August 30, 2021

7:00 PM

Council Chambers

I. Call To Order

II. Pledge of Allegiance

III. Agenda Items

- A. Introduction of Planning Commission Chairman, New PC Liaison to ARB, New Planning Commission Member**
- B. Monthly Finance Report**
 - 1. Monthly Financial Report
- C. Meals Tax Free Weekend Discussion**
 - 1. Ordinance 2021-001
- D. Financing Discussion on Town Projects**
 - 1. VML VACO Financial Analysis Contract
- E. Part Time Job Descriptions**
 - 1. Part Time Job Description Memo
 - 2. Maintenance Worker
 - 3. Community Relations Co-Ordinator
- F. Economic Development Contract**
 - 1. Draft Contract
- G. VDOT Sidewalk Grant**
 - 1. VDOT Park Sidewalk Grant

IV. Closed Session - As Needed

V. Adjournment

Town of Haymarket Actual vs Budget
08.24.2021

	Actuals	Budget	% of Budget	Comments
Income				
3110 · GENERAL PROPERTY TAXES				
3110-01 · Real Estate - Current	1,814.10	371,903.00	0.5%	
3110-02 · Public Service Corp RE Tax	0.00	13,114.00	0.0%	
3110-03 · Interest - All Property Taxes	149.73	0.00	100.0%	
3110-04 · Penalties - All Property Taxes	0.00	1,000.00	0.0%	
Total 3110 · GENERAL PROPERTY TAXES	1,963.83	386,017.00	0.5%	
3120 · OTHER LOCAL TAXES				
3120-00 · Transient Occupancy Tax	0.00	1,000.00	0.0%	
3120-01 · Bank Stock Tax	0.00	25,000.00	0.0%	
3120-02 · Business License Tax	2,351.17	200,000.00	1.2%	
3120-03 · Cigarette Tax	12,215.13	125,000.00	9.8%	collection up to July 31st 2021
3120-04 · Consumer Utility Tax	0.00	158,000.00	0.0%	
3120-05 · Meals Tax - Current	83,171.90	800,000.00	10.4%	collection up to July 31st 2021
3120-06 · Sales Tax Receipts	0.00	145,000.00	0.0%	
3120-07 · Penalties (Non-Property)	642.14	0.00	100.0%	
3120-08 · Interest (Non-Property)	27.85	0.00	100.0%	
Total 3120 · OTHER LOCAL TAXES	98,408.19	1,454,000.00	6.8%	
3130 · PERMITS, FEES & LICENSES				
3130-01 · Application Fees	225.00	2,500.00	9.0%	
3130-03 · Motor Vehicle Licenses	105.00	1,000.00	10.5%	
3130-05 · Other Planning & Permits	1,500.00	25,000.00	6.0%	
Total 3130 · PERMITS, FEES & LICENSES	1,830.00	28,500.00	6.4%	
3140 · FINES & FORFEITURES				
3140-01 · Fines	1,194.81	60,000.00	2.0%	collections up to July 31st 2021
Total 3140 · FINES & FORFEITURES	1,194.81	60,000.00	2.0%	
3150 · REVENUE - USE OF MONEY				
3150-01 · Earnings on VACO/VML Investment	525.56	1,500.00	35.0%	
3150-03 · Interest on Bank Deposits	381.33	1,500.00	25.4%	
Total 3150 · REVENUE - USE OF MONEY	906.89	3,000.00	30.2%	
3151 · RENTAL (USE OF PROPERTY)				
3151-02 · 15026 Suite 210 Body Mind	1,768.77	7,132.00	24.8%	
3151-04 · Suite 210 LF Security	901.60	9,660.00	9.3%	
3151-06 · Suite 204 MAC-ISA	1,120.00	6,720.00	16.7%	
3151-07 · Haymarket Church Suite 206	5,762.80	34,577.00	16.7%	
3151-08 · 15020 Washington Realty	6,719.26	40,316.00	16.7%	
3151-09 · 15026 Copper Cricket	3,685.76	22,114.00	16.7%	
3151-11 · Cupcake Heaven and Cafe LLC	8,279.67	34,765.00	23.8%	
3151-12 · Haymarket Coffee Company LLC	3,000.00	5,460.00	54.9%	
Total 3151 · RENTAL (USE OF PROPERTY)	31,237.86	160,744.00	19.4%	
3165 · REVENUE - TOWN EVENTS				
3165-01 · Town Event	41,283.00	20,000.00	206.4%	
3165-03 · Town Ornaments	60.00	0.00	100.0%	
Total 3165 · REVENUE - TOWN EVENTS	41,343.00	20,000.00	206.7%	
3180 · MISCELLANEOUS				
3180-00 · Convenience Fee	-54.82			
Total 3180 · MISCELLANEOUS	-54.82			
3200 · REVENUE FROM COMMONWEALTH				
3200-02 · 599 Law Enforcement Grant	0.00	31,548.00	0.0%	
3200-05 · Communications Tax	6,883.66	103,165.00	6.7%	
3200-11 · Personal Property Tax Reimburse	18,626.97	18,627.00	100.0%	
3200-12 · Railroad Rolling Stock	1,275.38	1,500.00	85.0%	
3200-16 · DMV Select Commission	6,885.94	60,500.00	11.4%	collections up to July 31st 2021
Total 3200 · REVENUE FROM COMMONWEALTH	33,671.95	215,340.00	15.6%	
	210,501.71	2,327,601.00	9.0%	
Total Income				

Expense
01 · ADMINISTRATION
 11100 · TOWN COUNCIL

Attachment: FY2022 Current Actuals vs Budget 08.23.2021 (5184 : Monthly Financial Report)

Town of Haymarket Actual vs Budget
08.24.2021

111001 · Convention & Education	0.00	2,500.00	0.0%
111002 · FICA/Medicare	229.50	2,000.00	11.5%
111003 · Meals and Lodging	0.00	1,000.00	0.0%
111004 · Mileage Allowance	0.00	250.00	0.0%
111005 · Salaries & Wages - Regular	3,000.00	26,000.00	11.5%
Total 11100 · TOWN COUNCIL	3,229.50	31,750.00	10.2%
12110 · TOWN ADMINISTRATION			
1211001 · Salaries/Wages-Regular	51,993.53	337,464.00	15.4%
1211102 · Salaries & Wages - DMV Clerk	3,482.99	29,666.00	11.7%
1211003 · Salaries/Wages - Part Time	6,253.75	30,000.00	20.8%
1211004 · FICA/Medicare	4,645.22	30,381.00	15.3%
1211005 · VRS	6,969.04	48,545.00	14.4%
1211006 · Health Insurance	7,315.00	64,134.00	11.4%
1211007 · Life Insurance	829.39	4,685.00	17.7%
1211008 · Disability Insurance	383.18	2,631.00	14.6%
1211009 · Unemployment Insurance	2,531.45	4,240.00	59.7%
1211010 · Worker's Compensation	263.00	300.00	87.7%
1211011 · Gen Property/Liability Ins.	16,237.00	17,131.00	94.8%
1211012 · Accounting Services	195.34	8,000.00	2.4%
1211014 · Printing & Binding	383.18	8,298.00	4.6%
1211015 · Advertising	228.00	9,000.00	2.5%
1211016 · Computer, Internet &Website Svc	538.39	23,650.00	2.3%
1211017 · Postage	242.10	4,000.00	6.1%
1211018 · Telecommunications	870.03	7,500.00	11.6%
1211019 · Mileage Allowance	126.00	1,000.00	12.6%
1211020 · Meals & Lodging	128.70	2,000.00	6.4%
1211021 · Convention & Education	0.00	6,000.00	0.0%
1211022 · Miscellaneous	1,440.00	1,000.00	144.0%
1211024 · Books, Dues & Subscriptions	4,160.95	16,000.00	26.0%
1211025 · Office Supplies	1,161.39	6,500.00	17.9%
1211026 · Equipment Rental	373.53	4,075.00	9.2%
1211030 · Capital Outlay-Machinery/Equip	0.00	5,000.00	0.0%
Total 12110 · TOWN ADMINISTRATION	110,751.16	671,200.00	16.5%
12210 · LEGAL SERVICES			
1221001 · Legal Services	4,041.37	70,000.00	5.8%
Total 12210 · LEGAL SERVICES	4,041.37	70,000.00	5.8%
12240 · INDEPENDENT AUDITOR			
1224001 · Auditing Services	0.00	16,000.00	0.0%
Total 12240 · INDEPENDENT AUDITOR	0.00	16,000.00	0.0%
Total 01 · ADMINISTRATION	118,022.03	788,950.00	15.0%
03 · PUBLIC SAFETY			
31100 · POLICE DEPARTMENT			
3110001 · Salaries & Wages - Regular	54,229.48	425,000.00	12.8%
3110003 · Salaries & Wages - OT Premium	4,126.93	20,000.00	20.6%
3110013 · Salaries & Wages - OT Select En	0.00	10,000.00	0.0%
3110004 · Salaries & Wages - Holiday Pay	1,025.04	14,000.00	7.3%
3110005 · Salaries & Wages - Part Time	9,810.00	18,720.00	52.4%
3110011 · Salaries & Wages - Recruit. Bonus	1,000.00	0.00	100.0%
3110020 · FICA/MEDICARE	5,242.52	36,724.00	14.3%
3110021 · VRS	5,655.75	46,102.00	12.3%
3110022 · Health Insurance	9,314.91	80,752.00	11.5%
3110023 · Life Insurance	632.12	5,717.00	11.1%
3110024 · Disability Insurance	127.96	2,200.00	5.8%
3110025 · Unemployment Insurance	0.00	3,000.00	0.0%
3110026 · Workers' Compensation Insurance	19,806.00	22,942.00	86.3%
3110027 · Line of Duty Act Insurance	4,705.00	4,800.00	98.0%
3110028 · Legal Services	2,100.00	26,000.00	8.1%
3110032 · Computer, Internet & Website	80.00	11,000.00	0.7%
3110033 · Postage	0.00	100.00	0.0%
3110034 · Telecommunications	929.08	10,000.00	9.3%
3110035 · General Prop Ins (Vehicles)	3,420.00	3,800.00	90.0%
3110038 · Convention & Edu. (Training)	1,945.16	10,000.00	19.5%

services up to July 31, 2021

Attachment: FY2022 Current Actuals vs Budget 08.23.2021 (5184 : Monthly Financial Report)

Town of Haymarket Actual vs Budget

08.24.2021

3110040 · Annual Dues & Subscriptions	3,737.85	13,000.00	28.8%
3110041 · Office Supplies	6.30	5,000.00	0.1%
3110042 · Vehicle Fuels	1,458.76	16,000.00	9.1%
3110043 · Vehicle Maintenance/Supplies	840.59	11,000.00	7.6%
3110045 · Uniforms & Police Supplies	1,416.94	20,000.00	7.1%
3110056 · Capital Outlay-Machinery/Equip	0.00	31,592.00	0.0%
Total 31100 · POLICE DEPARTMENT	131,610.39	847,449.00	15.5%
Total 03 · PUBLIC SAFETY	131,610.39	847,449.00	15.5%
04 · PUBLIC WORKS			
4110002 · Street Beautification - HF	0.00	2,213.00	0.0%
4110003 · E & S Inspections	0.00	5,000.00	0.0%
43200 · REFUSE COLLECTION			
4320001 · Trash Removal Contract	14,609.88	90,090.00	16.2%
Total 43200 · REFUSE COLLECTION	14,609.88	90,090.00	16.2%
43100 · MAINT OF 15000 Wash St./Grounds			
4310001 · Repairs/Maintenance Services	18,130.76	102,248.00	17.7%
4310002 · Maint Svc Contract-Pest Control	155.00	3,000.00	5.2%
4310003 · Maint Svc Contract-Landscaping	9,675.00	35,000.00	27.6%
4310004 · Maint Svc Contract Snow Removal	0.00	7,000.00	0.0%
4310005 · Maint Svc Cont- Street Cleaning	0.00	6,500.00	0.0%
4310007 · Electric/Gas Services	2,617.80	16,500.00	15.9%
4310008 · Electrical Services-Streetlight	576.07	5,500.00	10.5%
4310009 · Water & Sewer Services	458.30	3,000.00	15.3%
4310010 · Janitorial Supplies	0.00	2,000.00	0.0%
4310011 · Real Estate Taxes	0.00	2,500.00	0.0%
Total 43100 · MAINT OF 15000 Wash St./Grounds	31,612.93	183,248.00	17.3%
Total 04 · PUBLIC WORKS	46,222.81	280,551.00	16.5%
06 · ECONOMIC DEVELOPMENT			
60000 · Tourism/Traveling Marketing	0.00	430.00	0.0%
60003 · Advertising	0.00	22,000.00	0.0%
Total 06 · ECONOMIC DEVELOPMENT	0.00	22,430.00	0.0%
07 · PARKS, REC & CULTURAL			
70000 · HAYMARKET COMMUNITY PARK	1,669.40	20,000.00	8.3%
7000001 · Grounds Maintenance/Repairs			
Total 71110 · EVENTS			
71110 · EVENTS			
7111001 · Advertising - Events	0.00	5,000.00	0.0%
7111003 · Contractual Services	4,776.20	10,000.00	47.8%
7111004 · Events - Other	0.00	5,000.00	0.0%
Total 71110 · EVENTS	4,776.20	20,000.00	23.9%
72200 · MUSEUM			
7220009 · Advertising	0.00	750.00	0.0%
7220012 · Telecommunications	139.55	2,200.00	6.3%
7200015 · Books, Dues & Subscriptions	0.00	250.00	0.0%
7200016 · Office Supplies	0.00	250.00	0.0%
7220018 · Exhibits & Programs	400.00	1,700.00	23.5%
Total 72200 · MUSEUM	539.55	5,150.00	10.5%
Total 07 · PARKS, REC & CULTURAL	6,985.15	45,150.00	15.5%
08 · COMMUNITY DEVELOPMENT			
81100 · PLANNING COMMISSION			
8110001 · Salaries & Wages - Regular	570.00	5,670.00	10.1%
8110002 · FICA/Medicare	43.61	500.00	8.7%
8110003 · Consultants - Engineer	0.00	15,000.00	0.0%
8110004 · Consultants - Comp Plan	0.00	15,000.00	0.0%
8110005 · Mileage Allowance	0.00	250.00	0.0%
8110006 · Meals & Lodging	0.00	700.00	0.0%
8110007 · Convention/Education	0.00	2,000.00	0.0%
Total 81100 · PLANNING COMMISSION	613.61	39,120.00	1.6%
81110 · ARCHITECTURAL REVIEW BOARD			
8111001 · Salaries & Wages - Regular	255.00	5,830.00	4.4%
8111002 · FICA/Medicare	19.50	446.00	4.4%
8111005 · Convention & Education	0.00	500.00	0.0%

services up to August 31, 2021

Town of Haymarket Actual vs Budget
08.24.2021

Total 81110 · ARCHITECTURAL REVIEW BOARD	274.50	6,776.00	4.1%	
81111 · Board Of Zoning Appeals				
8111101 · Convention & Education	0.00	1,500.00	0.0%	
8111102 · FICA / Medicare	0.00	102.00	0.0%	
8111103 · Salaries & Wages - Regular	0.00	1,325.00	0.0%	
Total 81111 · Board Of Zoning Appeals	0.00	2,927.00	0.0%	
Total 08 · COMMUNITY DEVELOPMENT	888.11	48,823.00	1.8%	
09 · NON-DEPARTMENTAL				
95100 · DEBT SERVICE				
9510002 · General Obligation Bond - Prin	158,000.00	159,500.00	99.1%	Front loaded cost to Town
9510003 · General Obligation Bond - Int	7,178.36	12,425.00	57.8%	Front loaded cost to Town
Total 95100 · DEBT SERVICE	165,178.36	171,925.00	96.1%	
Total 09 · NON-DEPARTMENTAL	165,178.36	171,925.00	96.1%	
EMPLOYEE BENEFITS				
6560 · Payroll Processing Fees	0.03			
Total EMPLOYEE BENEFITS	0.03			
Total 94105 · PERSONNEL	0.03			
94107 · BLIGHT MITIGATION				
9410701 · Building Official/Engr.	0.00	40,000.00	0.0%	
Total 94107 · BLIGHT MITIGATION	0.00	40,000.00	0.0%	
94108 · Capital Improvment Funds Expens	0.00	82,323.00	0.0%	
Total Expense	468,906.88	2,327,601.00	20.1%	
Net Ordinary Income	-258,405.17	0.00	100.0%	
Other Income/Expense				
Other Income				
50000 · CARES Act Funds	68,458.12	68,814.00	99.5%	
50001 · Amerian Rescue Plan Funds	869,439.00			Funds will be tracks seperately from operational budget, will be appropriated in 1st Qt amendment
Total Other Income	937,897.12	68,814.00	1,362.9%	
Other Expense				
97000 · CARES Act Expenses	0.00	68,814.00	0.0%	
	0.00		0.0%	
Total Other Expense	0.00	68,814.00	0.0%	
Net Other Income	937,897.12	0.00	100.0%	
Net Income	679,491.95	0.00	100.0%	

Attachment: FY2022 Current Actuals vs Budget 08.23.2021 (5184 : Monthly Financial Report)



**AN ORDINANCE TO WAIVE MEALS TAX
ON October 16th through October 17th, 2021, SET BY
SECTION 42-186 OF THE CODE OF ORDINANCES,
TOWN OF HAYMARKET, VIRGINIA (2014), AS AMENDED,
RELATING TO FOOD AND BEVERAGES.**

ORDINANCE #2021-001

WHEREAS, The Town of Haymarket wishes to encourage a successful weekend for our local restaurants and vendors associated with Haymarket Day on October 16th, 2021 and throughout the weekend; and

WHEREAS, the Council believes that as we celebrate our history and heritage on one day, we believe our local restaurants and businesses will benefit from a second day of celebration and our hopeful that foot traffic generated on Haymarket Day will return to patronize our restaurants and businesses, thus contributing to the well-being of citizens and the prosperity of Town merchants;

NOW, THEREFORE, the Town Council of Haymarket declares a Meals Tax Free weekend on October 16th and 17th, 2021.

BE IT ORDAINED by the Council for the Town of Haymarket, Virginia, meeting in regular session this 7th day of September, 2021, that the Meals Tax is waived solely for the 16th and 17th day of October, 2021.

By Order of Council:

Ken Luersen, Mayor

ATTEST:

Kimberly Henry, Clerk of Council

Attachment: Meals Tax Free Weekend - October 2021 (5183 : Ordinance 2021-001)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

ROBERTO GONZALEZ
Town Treasurer

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Roberto Gonzalez, Town Treasurer
DATE: August 24, 2021
SUBJECT: VML-VACO MA Engagement Letter

BACKGROUND:

During the Council Work Session on August 2, 2021, staff presented VML-VACO's engagement letter for the purpose of analyzing the Town's current finances. This benchmark report was last done for the Town in 2016. It has been 5 years since the last report and with the Council looking at ways to fund projects getting a financial analysis done would greatly assist the Town Council's decision on how to proceed with funding the multiple projects in discussion. Attached in this agenda you will find the benchmark report done in 2016 and the new engagement letter for review. The old report is included to give a visual on the information that will be given to Council, as well as the Debt Capacity report. The Debt Capacity report was not included in the 2016 report but can be useful. The cost of the report would be \$8,500, if the Town agreed to the agreement, it would be eligible to receive a grant from the Virginia Local Government Finance Corporation of \$2,500 which can be used to reduce the cost of the report to a net fee of \$6,000.



Virginia Local Government Finance Corporation
 8 E. Canal Street, Suite 100
 Richmond, Virginia 23219
 (804) 648-0635

Steve Mulroy
 Managing Director

July 30, 2021

Chris Coon, Town Manager
 Roberto Gonzalez, Treasurer
 Town of Haymarket, Virginia
 Email: ccoon@townofhaymarket.org
 rgonzalez@townofhaymarket.org

RE: Municipal Advisory Services Agreement

Dear Chris and Roberto:

On behalf of the Virginia Local Government Finance Corporation (“VLGFC,” d/b/a VML/VACo Finance), I am pleased to present this proposed agreement for Municipal Advisory Services for the Town of Haymarket, Virginia (the “Town”). This letter contains information about VML/VACo Finance’s qualifications and describes the specific deliverables that we will develop pursuant to the agreement.

Scope of the Engagement

The Town has expressed interest in retaining VML/VACo Finance as its municipal advisor to develop a credit profile of the Town and assess its debt capacity to determine its ability to finance various capital projects under consideration. This analysis will include a review of appropriate levels of cash to retain and cash that can be used for the new projects without negatively impacting the Town’s credit profile. Additionally, VML/VACo Finance will review the Town’s outstanding debt for consolidation and refunding opportunities in order to generate debt service savings.

Qualifications of VML/VACo Finance

VML/VACo Finance is registered as a municipal advisor with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC) and is well-qualified to assist the Town with the proposed services.

VML/VACo Finance was founded by the Virginia Municipal League (VML) and Virginia Association of Counties (VACo) in 2003 as a provider of financial services for Virginia local governments and governmental entities. The program is administered by the Virginia Local Government Finance Corporation, a non-profit 501(c)(4) organization. Members of the VLGFC’s Board of Directors are selected by VML and VACo.

Since inception, VML/VACo Finance has assisted Virginia local governments and local government entities in financing capital projects and equipment through various means, including competitive and negotiated municipal bond issues, bank placements, equipment leases, government loan programs, and commercial paper. Our experience also includes developing financial policies and forecasting for local government clients. To date, we have closed on approximately 275 financings totaling more than \$1.1 billion. Our financing engagements commonly entail:

- Assisting localities in structuring their loans, scheduling debt service payments that meet their specific requirements;
- Performing credit analysis and making recommendations in order to meet the lending/investment criteria of banks, bond insurers, investors, and rating agencies;
- Leading the bond issuance team for major bond issues and coordinating the deliverables of underwriters, bond counsel, rating agencies, credit enhancement providers, and trustee banks;
- Issuing Requests for Proposals for bank placements and equipment leases, making vendor selection recommendations, reviewing loan documents, and assisting in closing activities;
- Identifying and executing refunding opportunities to generate debt service savings and/or reduce the number of years remaining on outstanding debt.

As a registered municipal advisor, VML/VACo Finance is subject to MSRB rules. These rules establish a code of conduct and standards of professional qualification designed to protect the interests of municipal entities that rely on the services of municipal advisors. Municipal advisory activities we conduct on behalf of municipal clients are subject to a fiduciary duty, which means putting the client's interest first and providing thoughtful advice that considers all reasonably feasible alternatives that may be in the client's interest.

Staffing for this Engagement

Steve Mulroy will be the principal assigned to this engagement. Steve currently serves as Managing Director of VML/VACo Finance and has been with the program since 2006. In this capacity, he has oversight responsibility for the Program's financing and equipment leasing programs. Prior to joining VML/VACo Finance, Steve had thirteen years of public finance and financial advisory experience, including stints at Ferris, Baker Watts and Legg Mason Wood Walker. As an investment banker, he successfully closed on bond issues totaling more than \$800 million for a variety of tax-exempt borrowers, including municipalities, colleges, and health care providers. Steve earned an M.B.A. from New York University and graduated with a B.S. in Finance from Villanova University. He also successfully passed the Level 1 Chartered Financial

Analyst exam. Steve is registered as a Municipal Advisor Principal, having passed the Series 54 and 50 exams, respectively.

Taylor Bryant will handle the day-to-day responsibilities of this engagement. Taylor joined VML/VACo Finance in 2019 and has primary responsibility for VML/VACo's financing and municipal advisory programs. Previously, Taylor worked in the banking sector with several firms in Maryland and Virginia. He worked with Bay Bancorp in various credit roles through its successful sale and merger with Old Line Bankshares. Most recently, Taylor worked in portfolio management at Freedom Bank of Virginia where he was responsible for new debt origination across all asset classes and existing portfolio analysis. Taylor holds a B.A. from the University of Virginia and is registered as a Municipal Advisor Representative, having passed the Series 50 Municipal Advisor exam.

We may substitute other, similarly qualified personnel during the course of the engagement after providing advance notice to the Town.

Deliverables and Fees -

- **Credit Benchmarks and Debt Capacity Report:** VML/VACo Finance will conduct a credit review of the Town including general and proprietary funds, revenue and expense trends, current debt and fund balance levels and key financial ratios before and after the issuance of new debt. The report will present a credit profile of the Town as compared to similar localities. In creating the report, we will assess the Town's debt capacity and make recommendations with regards to using fund balances and additional debt to fund new capital projects.
- **Fees:**
 - \$8,500. The Town is eligible to receive a grant from the Virginia Local Government Finance Corporation of \$2,500 which can be used to reduce the cost of the report to a net fee of \$6,000.
- **Financing Implementation (As Needed):** Should the Town opt to debt finance any portion of the projects under consideration, and include refunding opportunities, VML/VACo Finance will assist the Town in determining the most cost-effective financing approach, whether through a state bond pool or through a competitive bank loan process. Once a method is chosen, we will assist the Town in implementing the financing to ensure a successful closing.
- **Fees:**
 - Implementation fees are determined by the amount and type of financing selected. Fees for the approach chosen will be provided prior to implementation.

Additional Terms and Disclosures

Upon request, VML/VACo Finance will serve as the Town's municipal advisor without additional charge through June 30, 2022. During this period, we will be available to cover routine questions and support. A separate fee schedule will apply for non-routine assistance with financings, and for the delivery of additional reports such as for a Plan of Finance or Financial Policies. The agreement may be terminated sooner by written notice provided by either party.

As your Municipal Advisor, VML/VACo Finance agrees to make our best efforts to be available to the Town upon request, within requested timeframes, to assist with relevant financial matters. In its role as municipal advisor, VML/VACo Finance will be available to review unsolicited proposals from investment banking firms, pursuant to MSRB rules that otherwise prohibit investment banks from presenting unsolicited proposals to governments not represented by a municipal advisor.

Occasionally, non-routine services outside of our fee schedule, may be provided with advance approval of both parties and will be billed at a rate of \$115.00 per hour for work completed by a municipal analyst and \$165.00 per hour of work completed by a managing director unless other compensation arrangements are agreed to in advance.

Should the Town wish to continue the Municipal Advisory agreement after the first year, a retainer fee (currently \$2,500) will be payable on July 1, 2022, and on July 1 of each subsequent year in which the agreement remains in effect. The retainer fee will cover routine questions and support. A separate fee schedule will apply to assistance with financings, and for development of specialized reports. VML/VACo Finance will apply the retainer fee to any such billing incurred within the same fiscal year ending June 30.

Pursuant to MSRB rules, VML/VACo Finance submits the following additional disclosure information:

- MSRB has available on its website an informational brochure for municipal advisory clients (Municipal Advisory Client Brochure). The MSRB website address is *msrb.org*.
- The MSRB collects information from each municipal advisor registrant regarding legal and disciplinary events, including information about criminal actions, regulatory actions, investigations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. None of these events apply to VML/VACo Finance, and there has been no material change or additions to the event disclosures since our initial filing. The most recent copies of our reports (Forms MA and MA-I) are available at the U.S. Securities and Exchange Commission website: sec.gov/edgar/searchedgar/companysearch.html.
- VML/VACo Finance receives compensation from participants for each successful closing in its Fixed Rate Loan Program (a bank loan program), Commercial Paper program, and Equipment Leasing Program. Enrollment in these programs is at the client's option. To

Town of Haymarket, Virginia
July 30, 2021
Page 5

help ensure neutral financing recommendations, whether an in-house or external financing source is selected, fees generated by these programs may replace in whole or in part fixed fees for associated Municipal Advisory services.

To indicate your acceptance of this proposal, please sign below and return a copy of the letter by U.S. Mail or electronic mail (smulroy@valocalfinance.org).

We look forward to having the opportunity to work with the Town in this capacity.

Sincerely,



Steve Mulroy
Managing Director

The Town of Haymarket, Virginia, hereby engages VML/VACo Finance for Municipal Advisory Services as outlined herein:

Name:	
Title:	
Signature:	
Date:	

Attachment: Memo to Council - VACO_VML Benchmark Agreement and 2016 Report (5185 : VML VACO Financial Analysis Contract)



Credit Benchmarks Report

**Presentation for
Haymarket Town Council**

**Prepared by VML/VACo Finance
MSRB-registered Municipal Advisor**

June 14, 2016

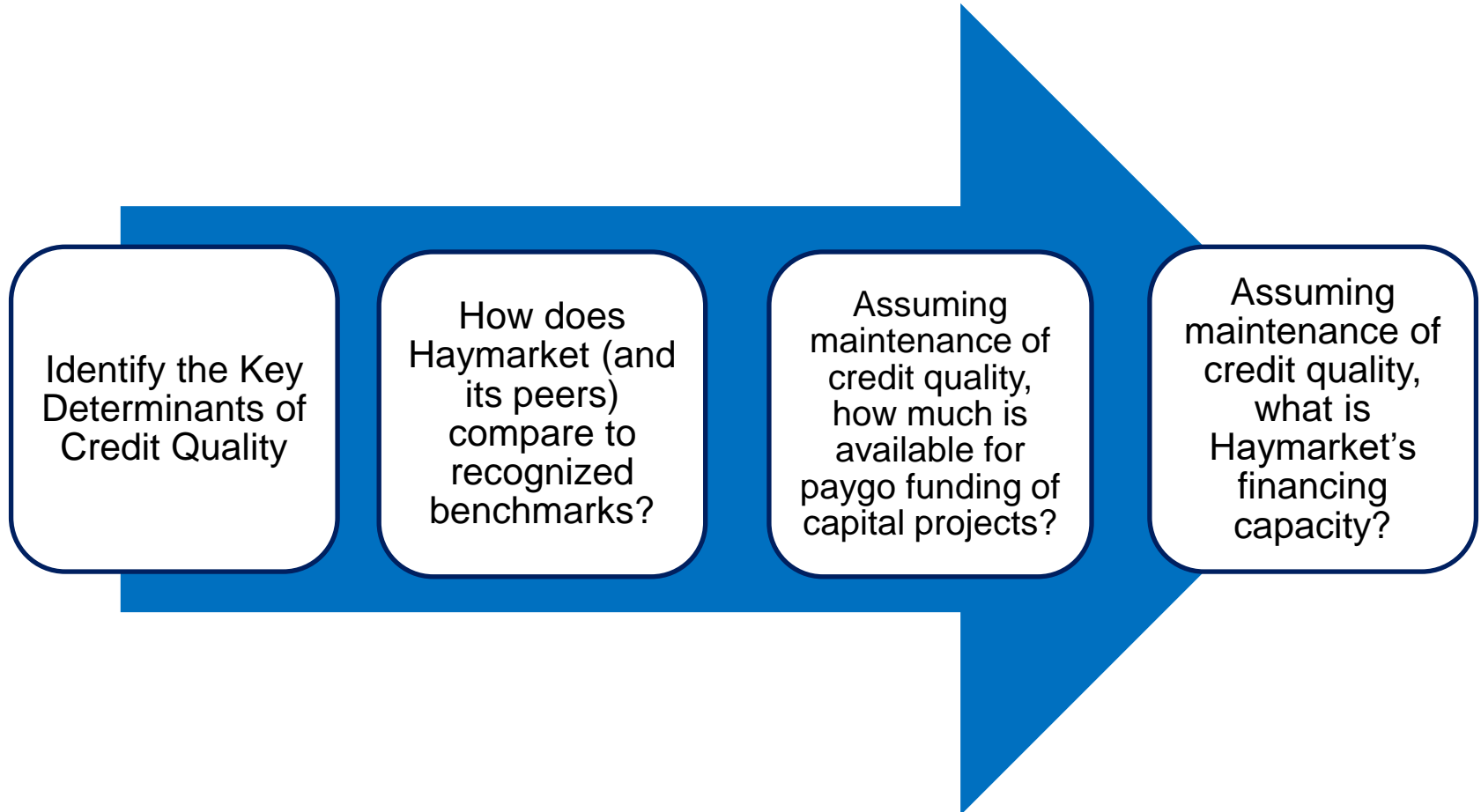
About VML/VACo Finance

- Established by the Virginia Municipal League and Virginia Association of Counties in 2003.
- Organized as a 501(c)(4) corporation. (*Virginia Local Government Finance Corporation*). Board of Directors appointed by VML and VACo.
- *Administrator*, Virginia Government Finance Officers' Association
- Registered Municipal Advisor, Municipal Securities Rulemaking Board. Municipal Advisor Representatives assigned to this analysis are Series 50 qualified.

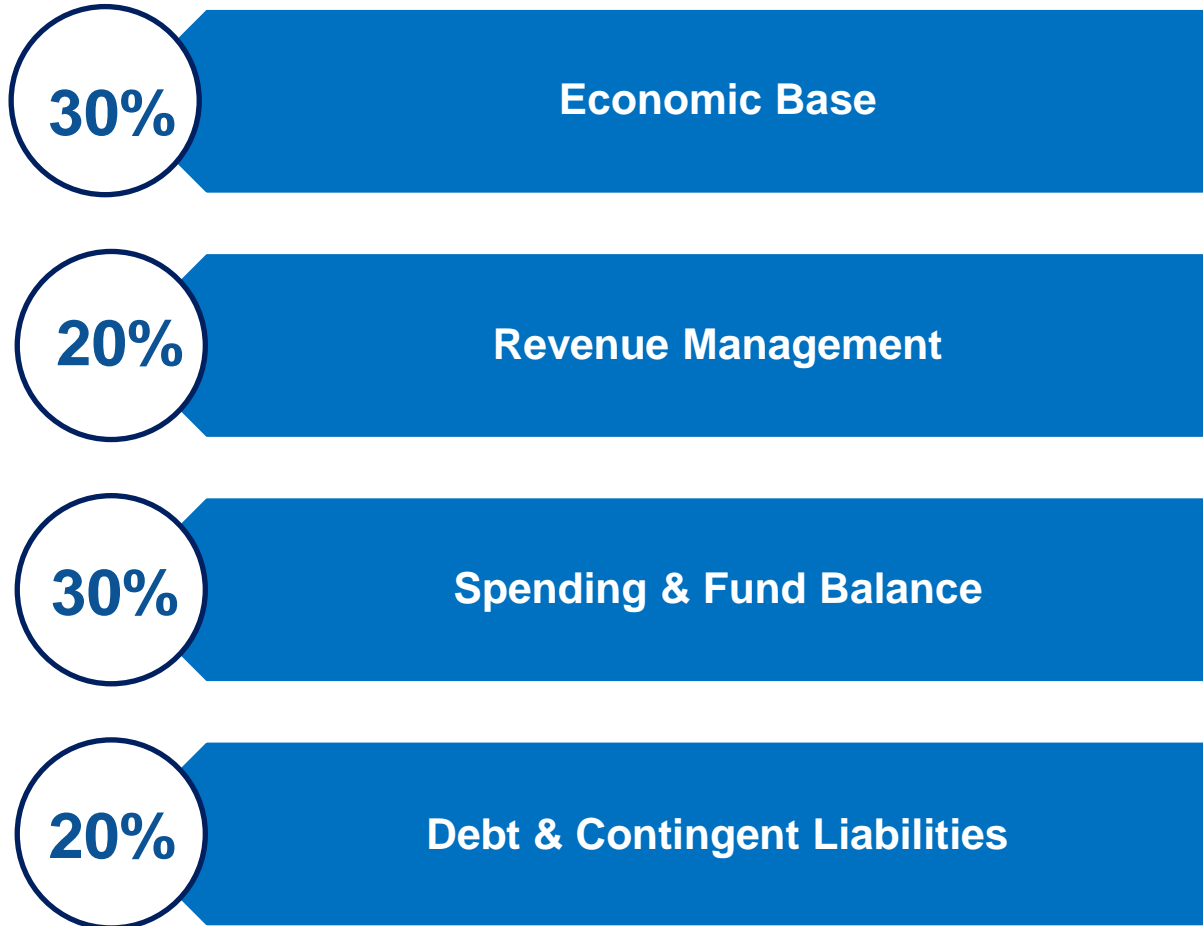
VML/VACo Finance is Virginia's Most Widely Used Financial Services Program

Abingdon	Craig County	Henry County	Nelson County Service Authority	Smithfield
Accomack County	Crater Criminal Justice Academy	Henry County Public Service Authority	New River Valley Community Services	South Boston
Albemarle County	Crewe	Henry County Schools	New River Valley Jail Authority	Southampton County
Alexandria	Culpeper	Henry County/Martinsville Social Services	Newport News Public Schools	Southeastern Cooperative Educ Progs
Alexandria City Public Schools	Cumberland County	Herndon	Newport News Redevelopment & Housing	Southeastern Public Service Authority
Alexandria Renew Enterprises	Danville-Pittsylvania Community Services	Highlands Community Services Board	Northumberland County	Southwest Virginia Regional Jail
Alleghany County Public Schools	Dickenson County Public Schools	Hillsville	Northumberland County Schools	Spotsylvania County
Amelia County	Dickenson County Social Services	Hopewell City & Public Schools	Northwestern Community Services Board	Spotsylvania County Public Schools
Amelia County Public Schools	Dinwiddie County	Horizons Behavioral Health	Norton	Stafford County
Amherst	Dinwiddie County Public Schools	Isle of Wight County	Occoquan	Stafford County Public Schools
Amherst County	Dumfries	Isle of Wight Public Schools	Orange	Staunton
Appalachia	Elkton	Kenbridge	Orange County	Suffolk
Arlington County	Emporia	King & Queen County & Schools	Patrick County	Suffolk County Public Schools
Ashland	Fairfax County	King George County Public Schools	Pearisburg	Surry County
Bath County	Fairfax County Public Schools	King William County	Pennington Gap	Tappahannock
Bedford	Falls Church	King William County Public Schools	Petersburg	Tazewell
Big Stone Gap RHA	Fauquier County	Lawrenceville	Pittsylvania County	Tazewell County
Blacksburg	Floyd County	Lee County	Poquoson	University of Mary Washington
Blackstone	Fluvanna County	Lee County Public Schools	Portsmouth	Urbanna
Bland County Public Schools	Franklin	Lee County Social Services	Powhatan County	Victoria
Bluefield	Franklin City Schools	Leesburg	Prince George County	Vienna
Bowling Green	Franklin County	Lexington	Prince William Co. Service Authority	Vinton
Bridgewater	Frederick County Sanitation Authority	Loudoun County	Pulaski County	Virginia Beach
Bristol	Fredericksburg	Loudoun Water	Purcellville	Virginia Beach City Schools
Brunswick County	Fredericksburg City Schools	Louisa	Radford City Public Schools	Virginia Tech
Brunswick County Public Schools	Front Royal	Louisa County	Rappahannock Area Community Services	Virginia's First Reg Indus Fac Auth
Campbell County	Galax	Lovettsville	Rappahannock Juvenile Detention Ctr	Warren County
Cape Charles	Giles County	Lunenburg County Public Schools	Rappahannock Rapidan CSB	Warrenton
Caroline County	Giles County Public Schools	Madison County	Rappahannock Regional Jail Authority	Warsaw
Caroline County Public Schools	Giles County Public Service Authority	Manassas	Region 2000	Washington County
Carroll County	Glasgow	Manassas Park	Remington	Waynesboro
Central Virginia Regional Jail	Goochland County	Mathews Co. IDA	Richmond Behavioral Health Authority	Western Tidewater Regional Jail
Central Virginia Waste Management Auth	Gordonsville	Mathews County	Richmond County	Westmoreland Co.
Charles City County	Greene County	Mathews County Public Schools	Richmond County Public Schools	Westmoreland County Public Schools
Charlotte County	Hampton Roads Criminal Justice Academy	Mecklenburg County	Richmond Metropolitan Transportation Auth	Winchester Parking Authority
Chatham	Hampton Roads PDC	Mecklenburg Public Schools	Roanoke	Wise
Chesapeake	Hampton Roads Regional Jail	Middleburg	Roanoke County	Wise County
Chesapeake Public Schools	Hampton Roads Sanitation District	Middlesex County Public Schools	Roanoke Regional Airport	Wythe County
Chesterfield County	Harrisonburg Electric Commission	Montgomery County	Rockbridge County	Wytheville
Chesterfield County Public Schools	Harrisonburg Rockingham Community Svcs	Montgomery County Public Schools	Rocky Mount	York County
Christiansburg	Harrisonburg Rockingham RSA	Montgomery Regional Solid Waste Auth	Salem	York County School Division
Colonial Beach	Haymarket	Mt. Rogers Community Services Board	Salem City Schools	
Colonial Community Services Board	Health Care Commiss of Chesterfield Co.	Nelson County	Scott County	
Covington	Henrico County	Nelson County Public Schools	Scottsville	

The Credit Benchmarks Analysis

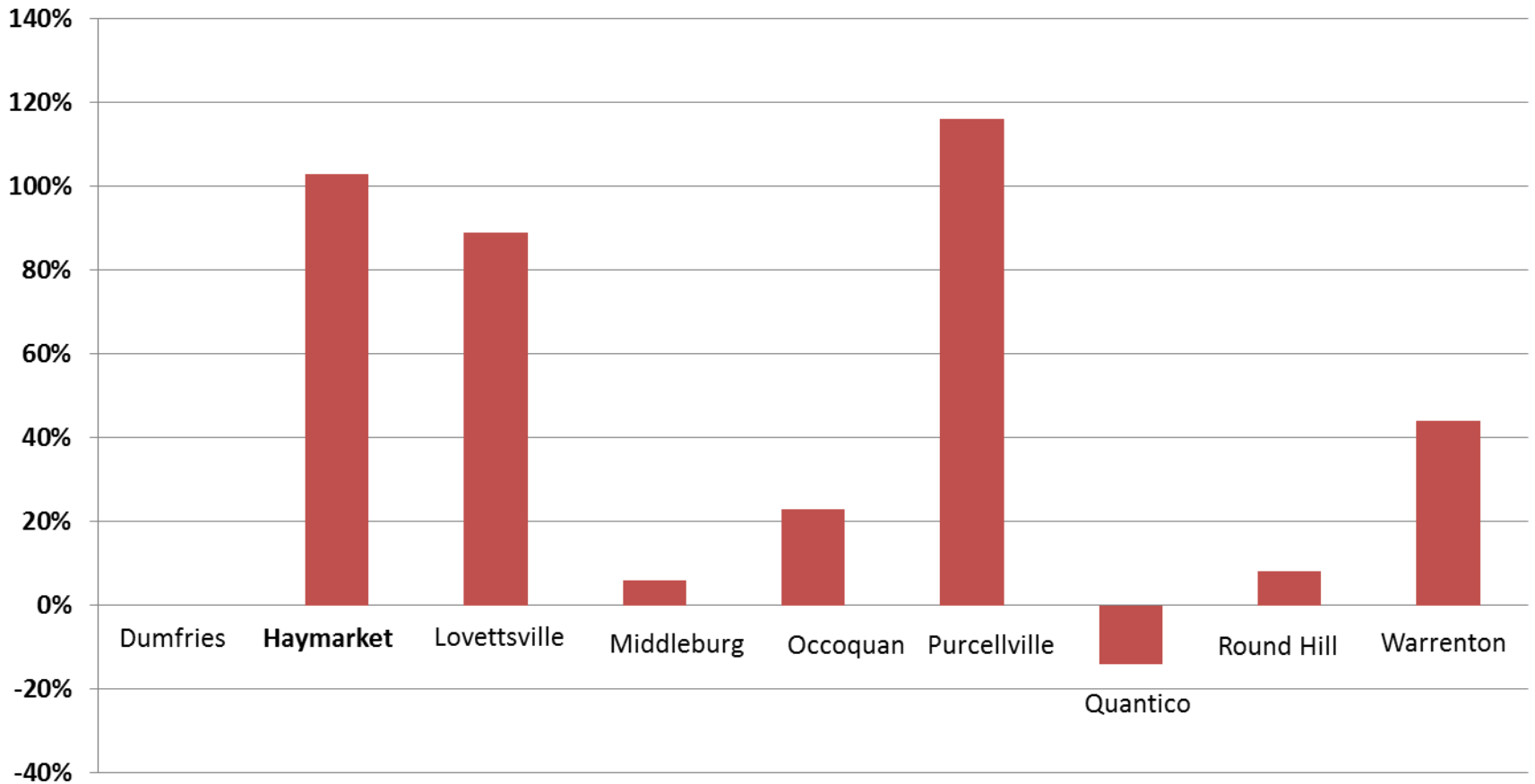


Key Determinants of Credit Quality



ECONOMIC BASE

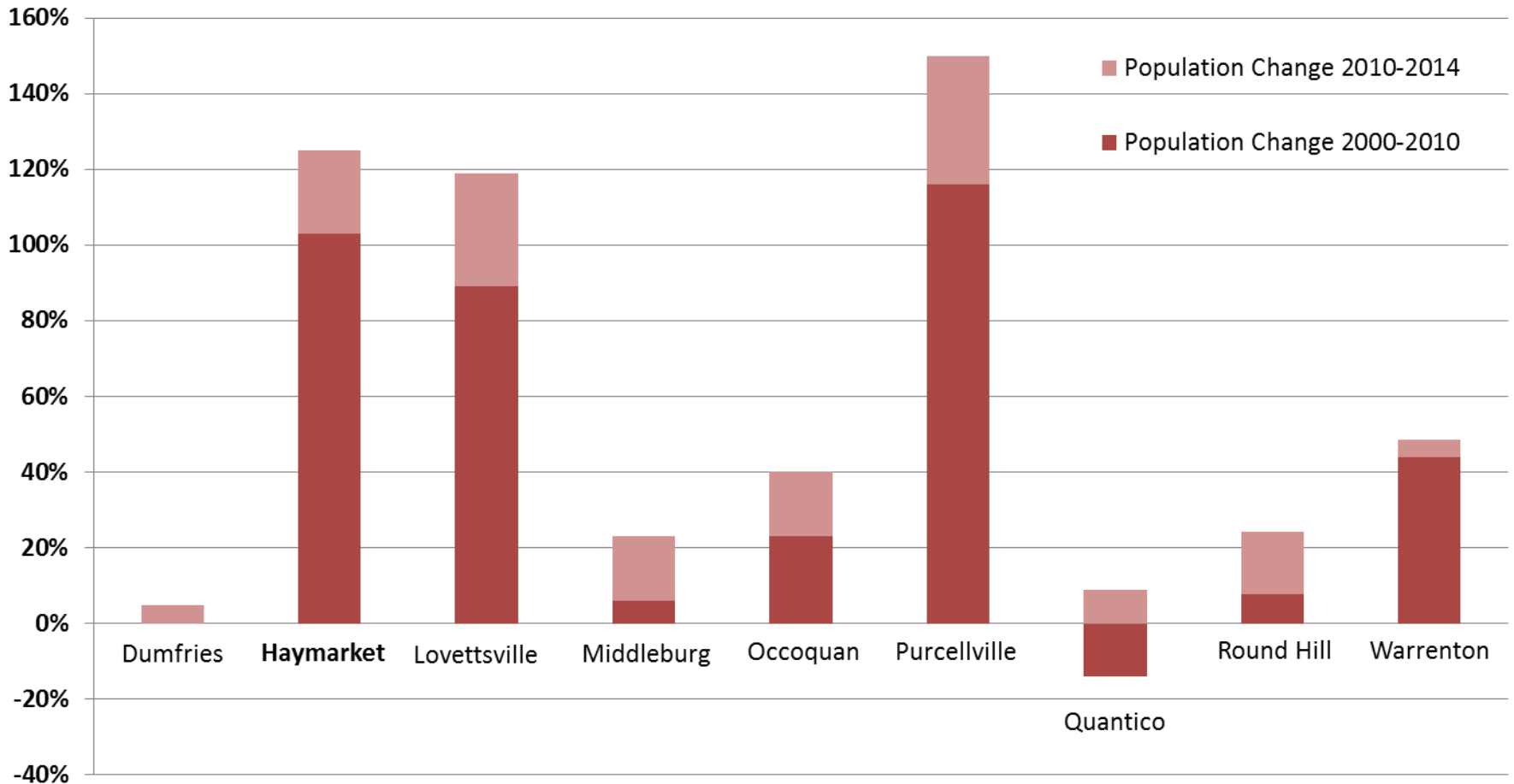
Population Growth (2000 - 2010)



Attachment: Memo to Council - VACO_VML Benchmark Agreement and 2016 Report (5185

ECONOMIC BASE

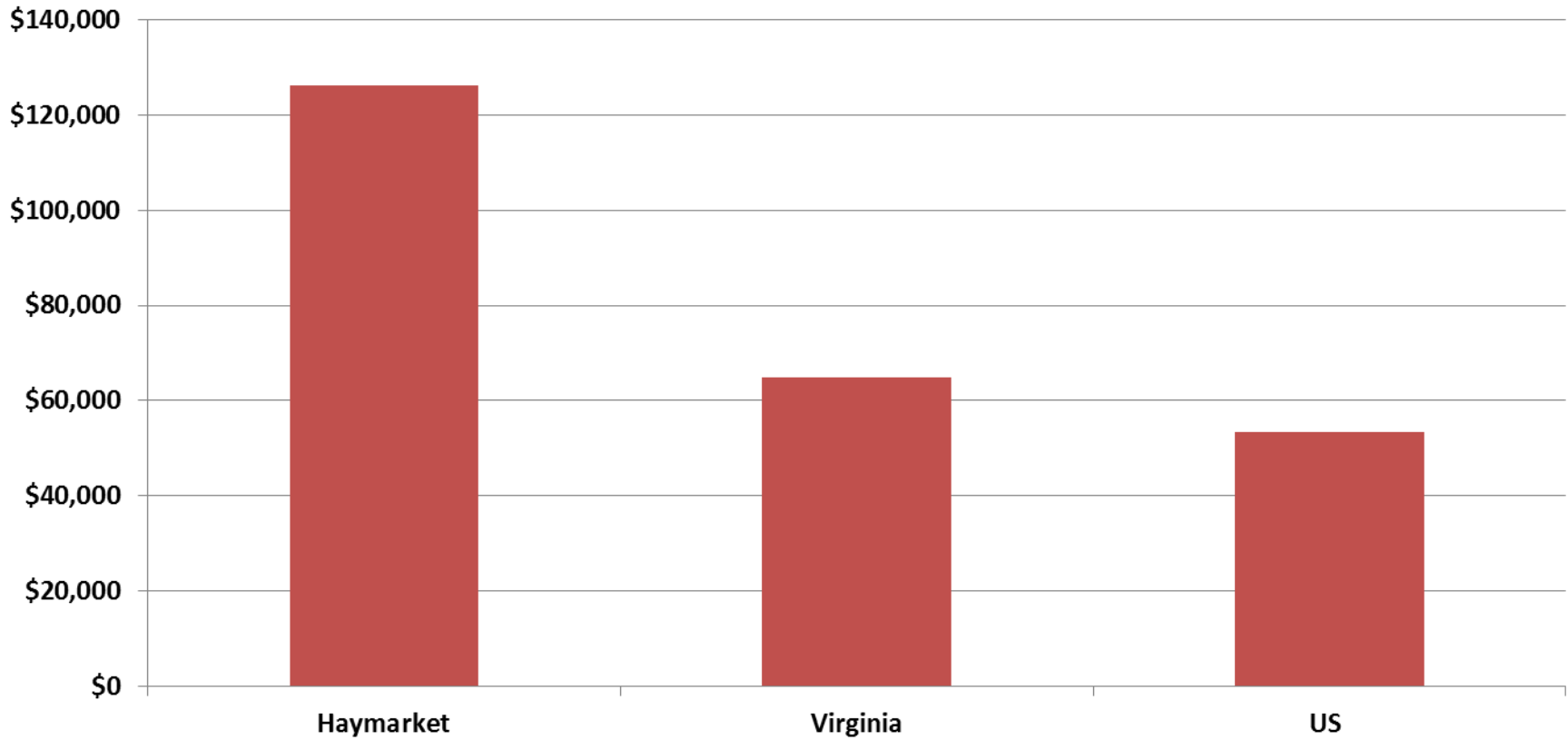
Population Growth (2000 - 2014)



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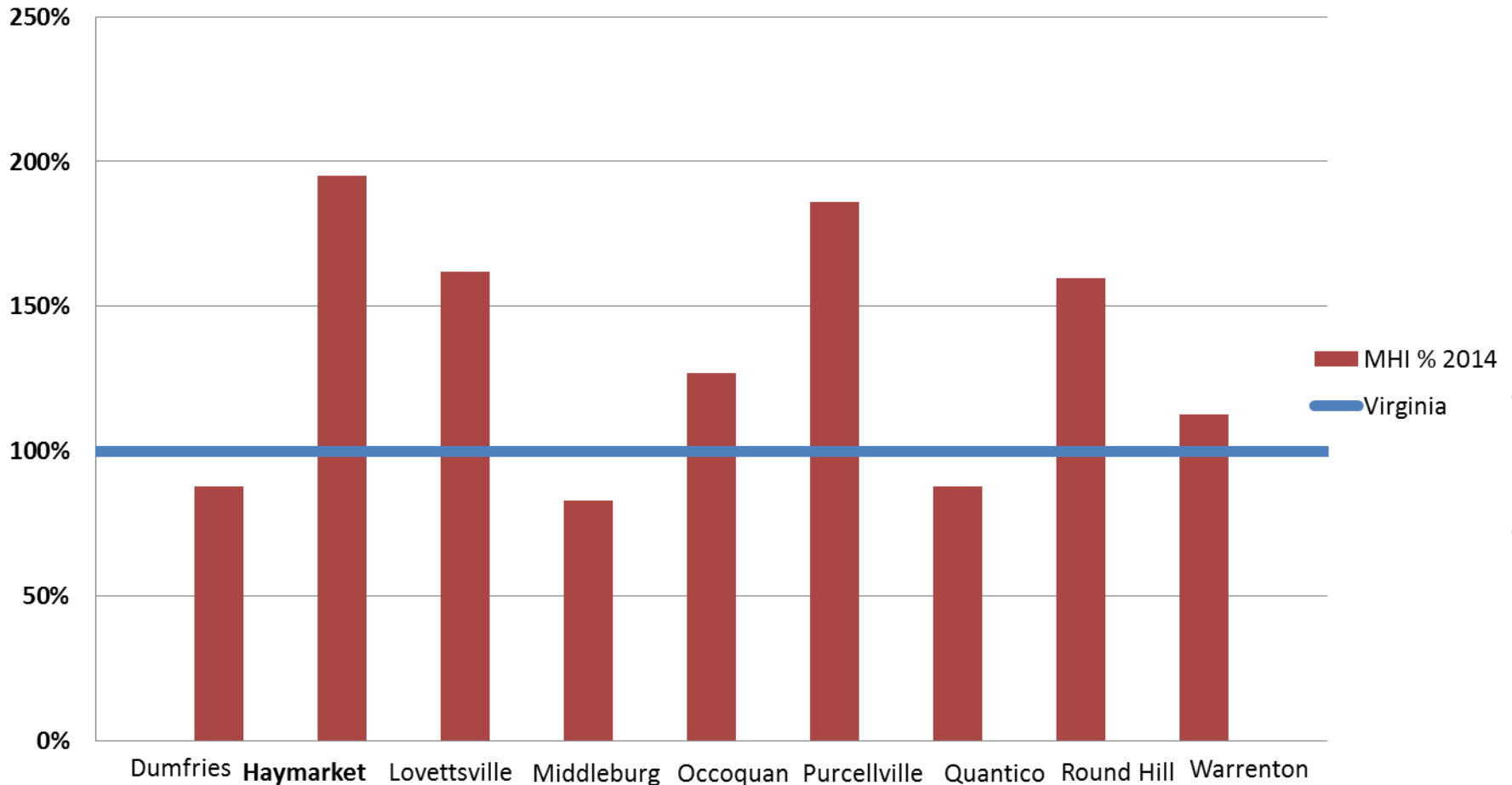
ECONOMIC BASE

Median Household Income (2014)



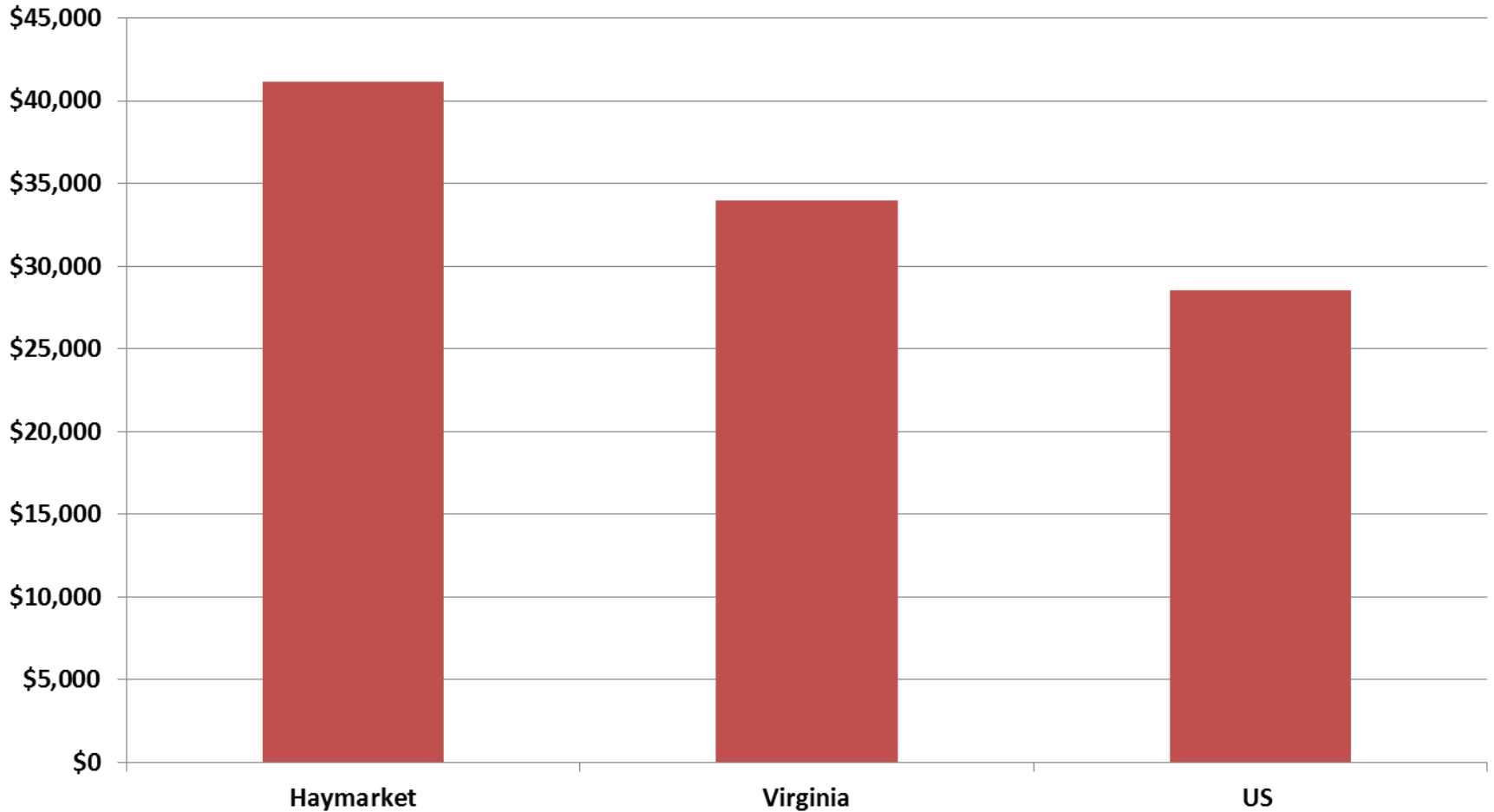
ECONOMIC BASE

Median Household Income (2014)



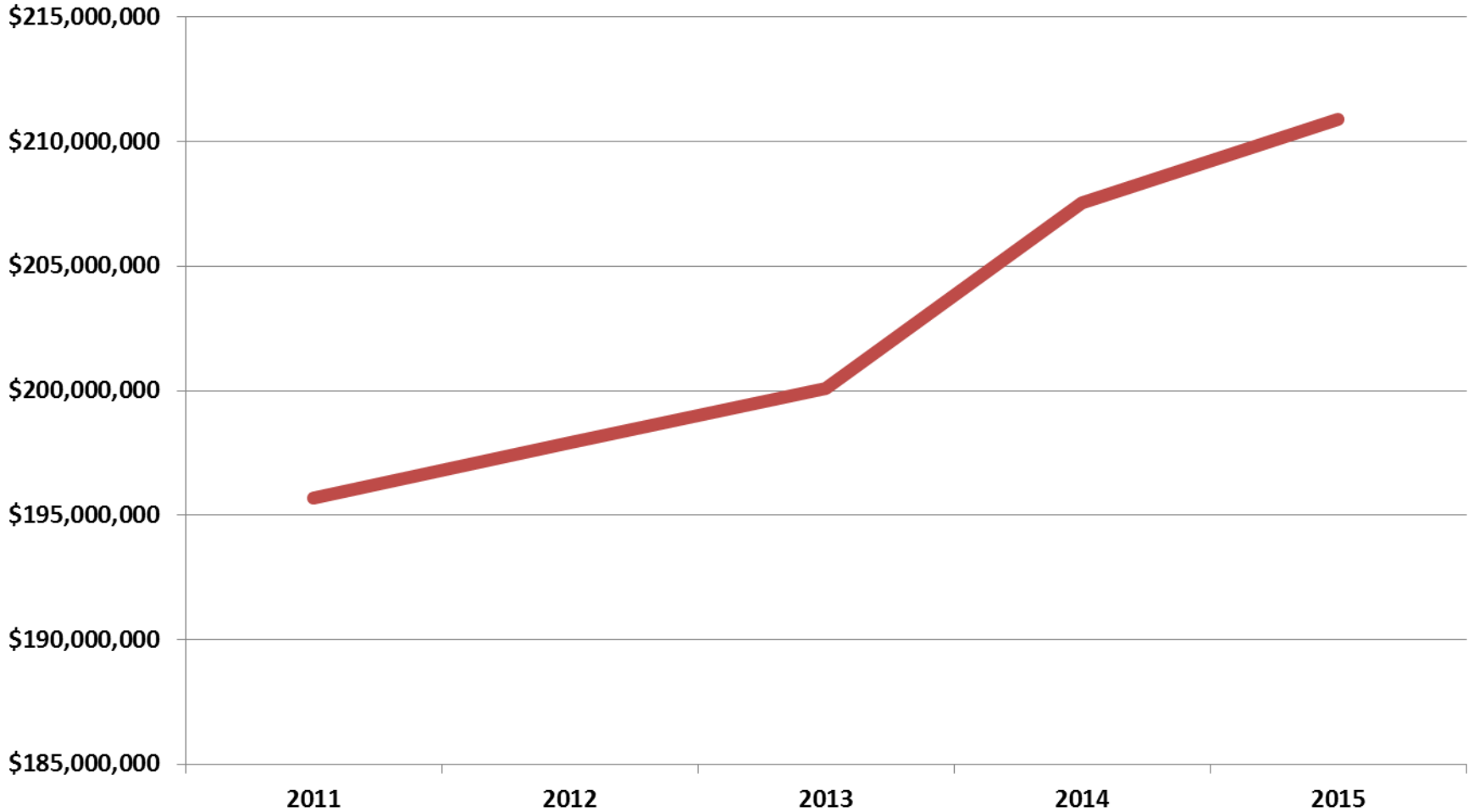
ECONOMIC BASE

Per Capita Personal Income (2014)



ECONOMIC BASE

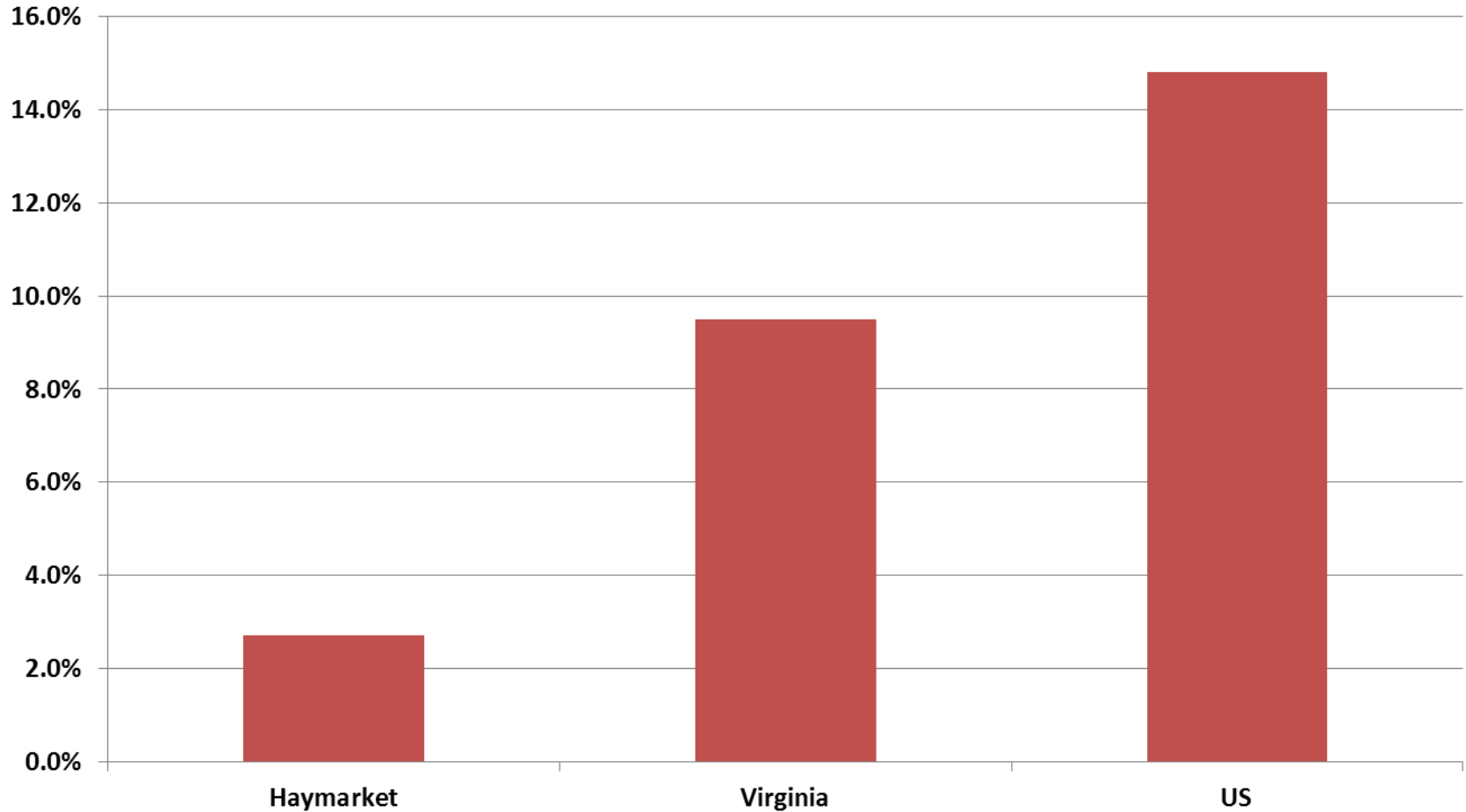
Taxable Assessed Value



Attachment: Memo to Council - VACO_VML Benchmark Agreement and 2016 Report (5185

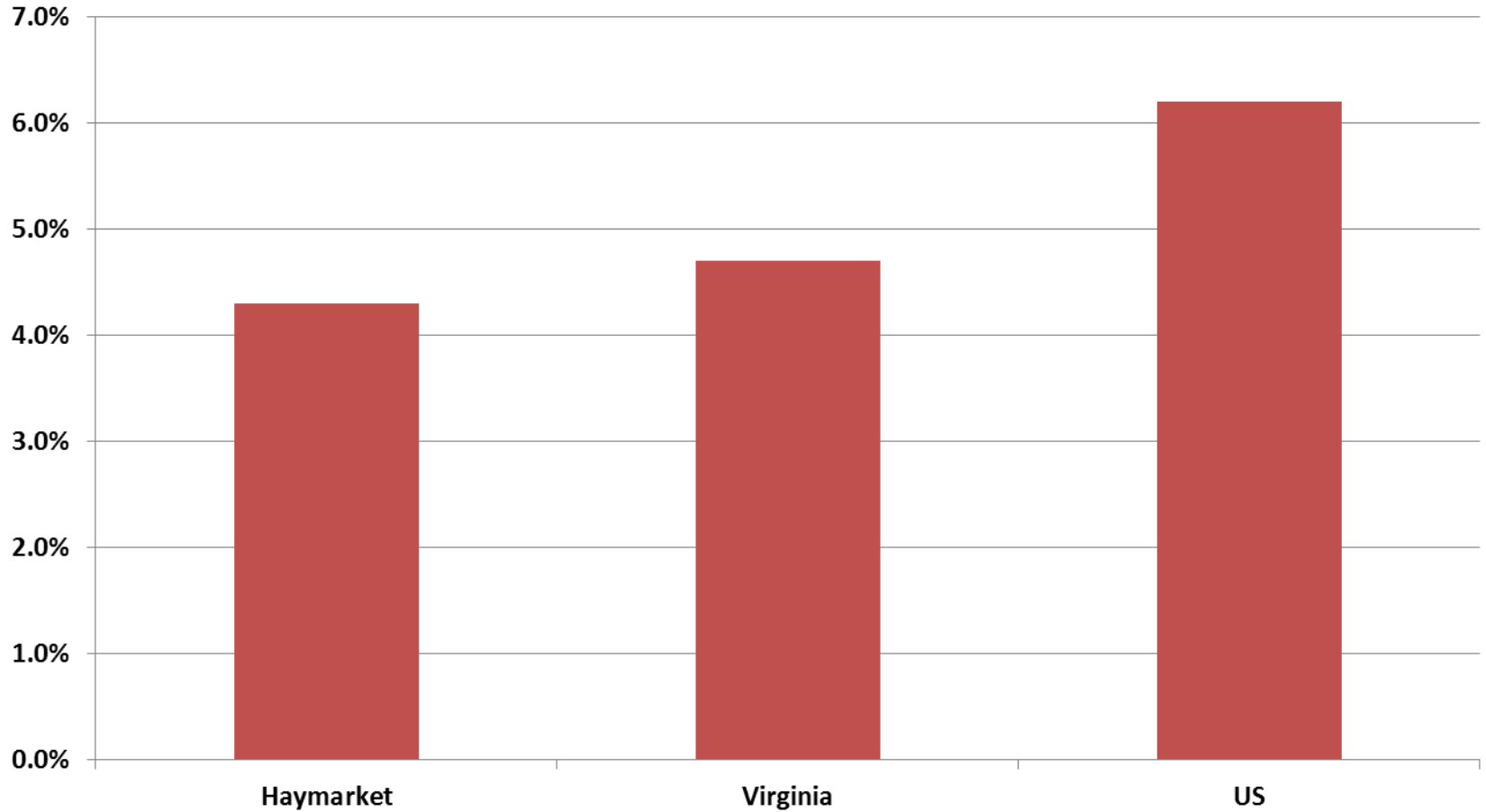
ECONOMIC BASE

Poverty Rate (2014)



ECONOMIC BASE

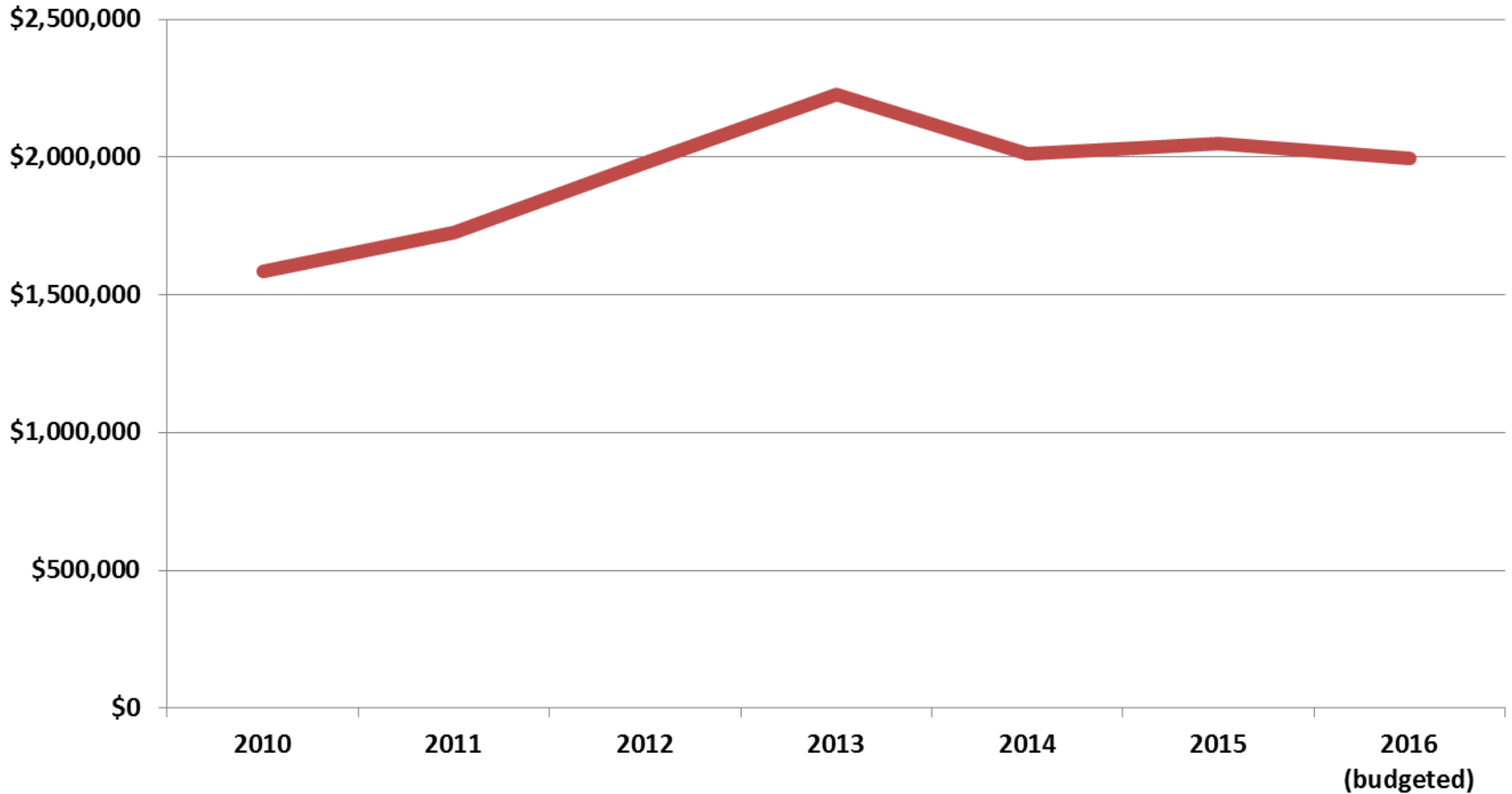
Unemployment (2014)



REVENUE MANAGEMENT

General Fund Revenues

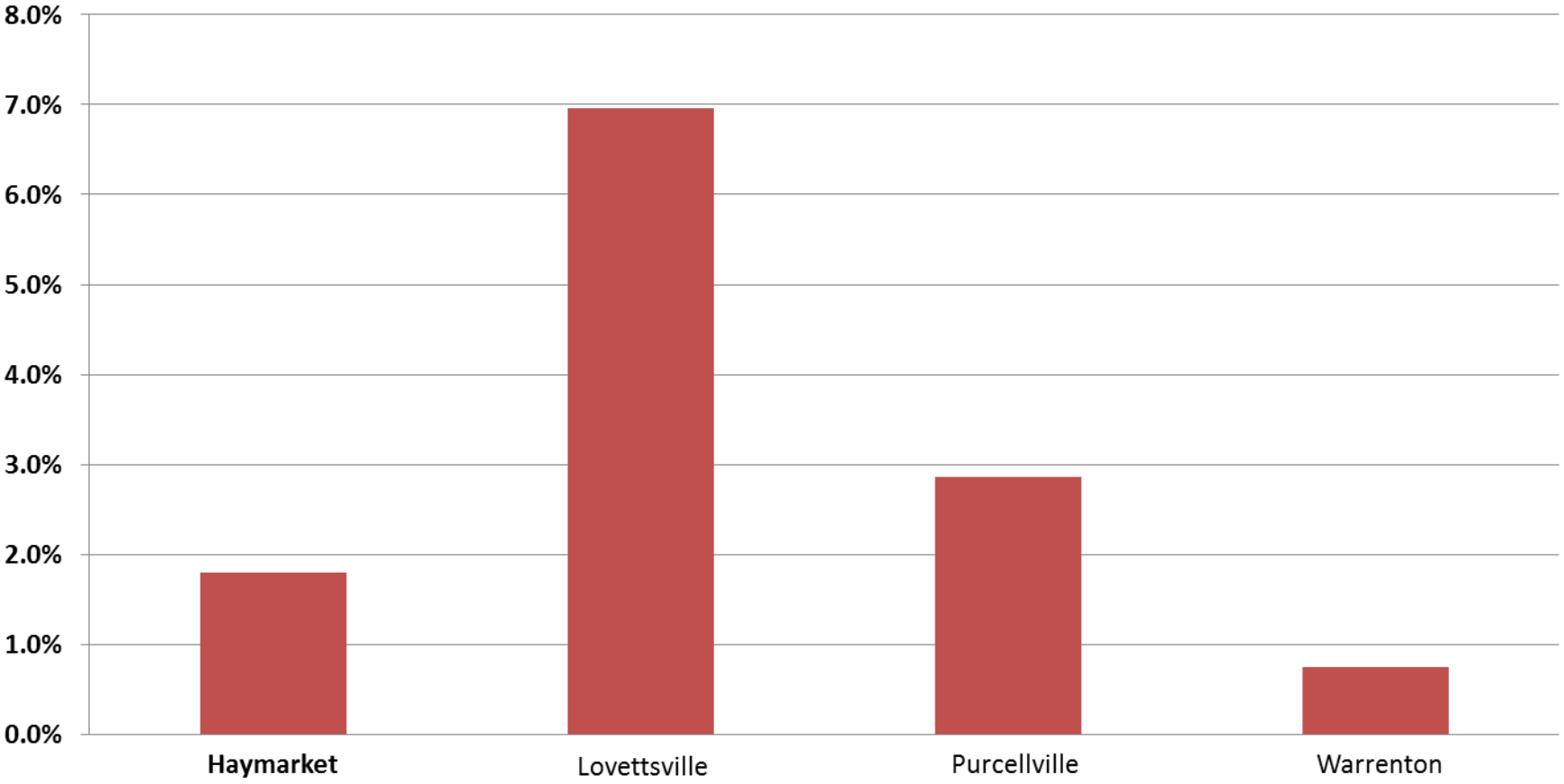
GF Revenues (Net of Federal Gov't.)



REVENUE MANAGEMENT

General Fund Revenue Growth (2012 - 2015)

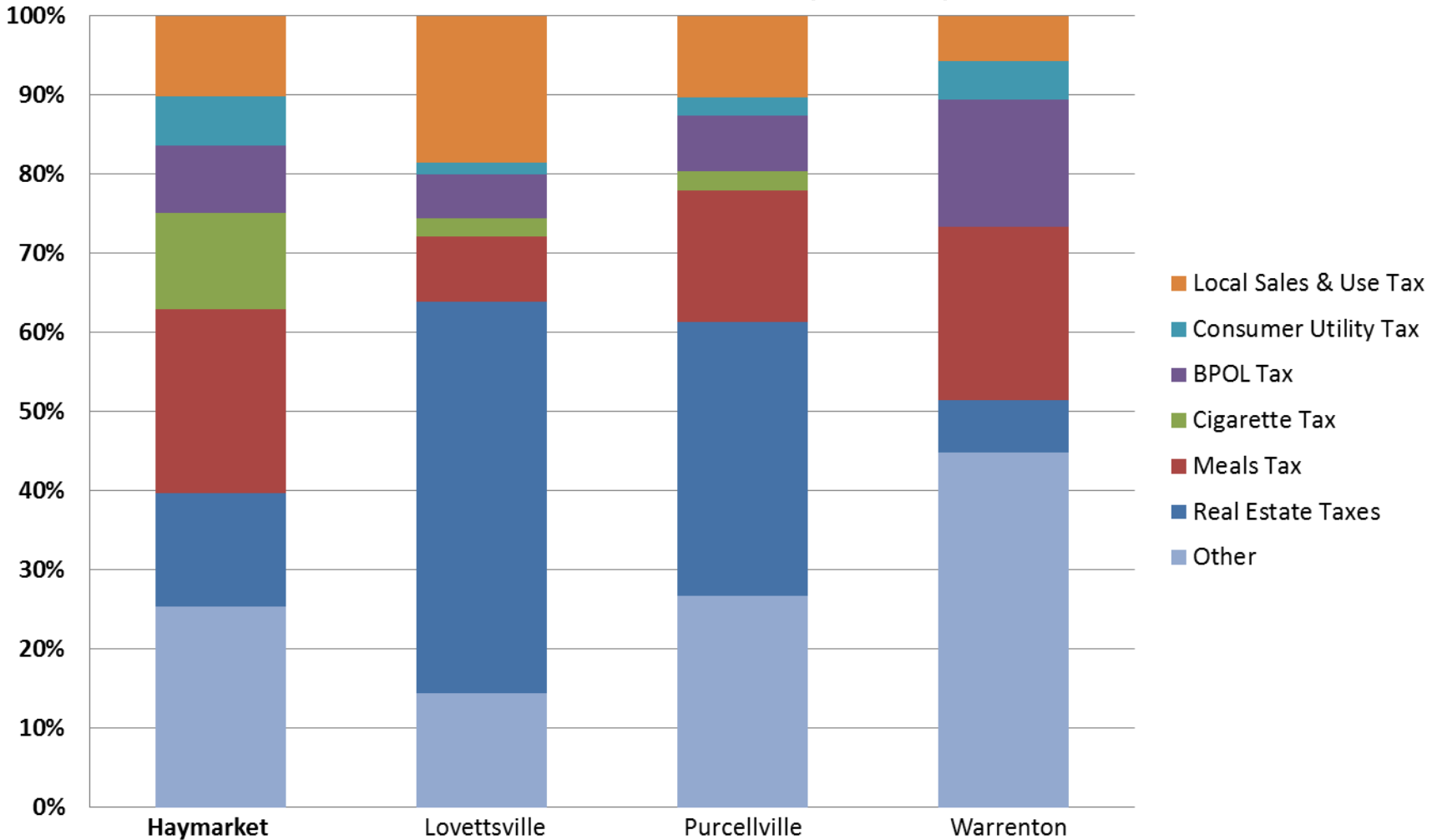
3-year Compound Annual Growth Rates



Attachment: Memo to Council - VACO - VML Benchmark Agreement and 2016 Report (5185

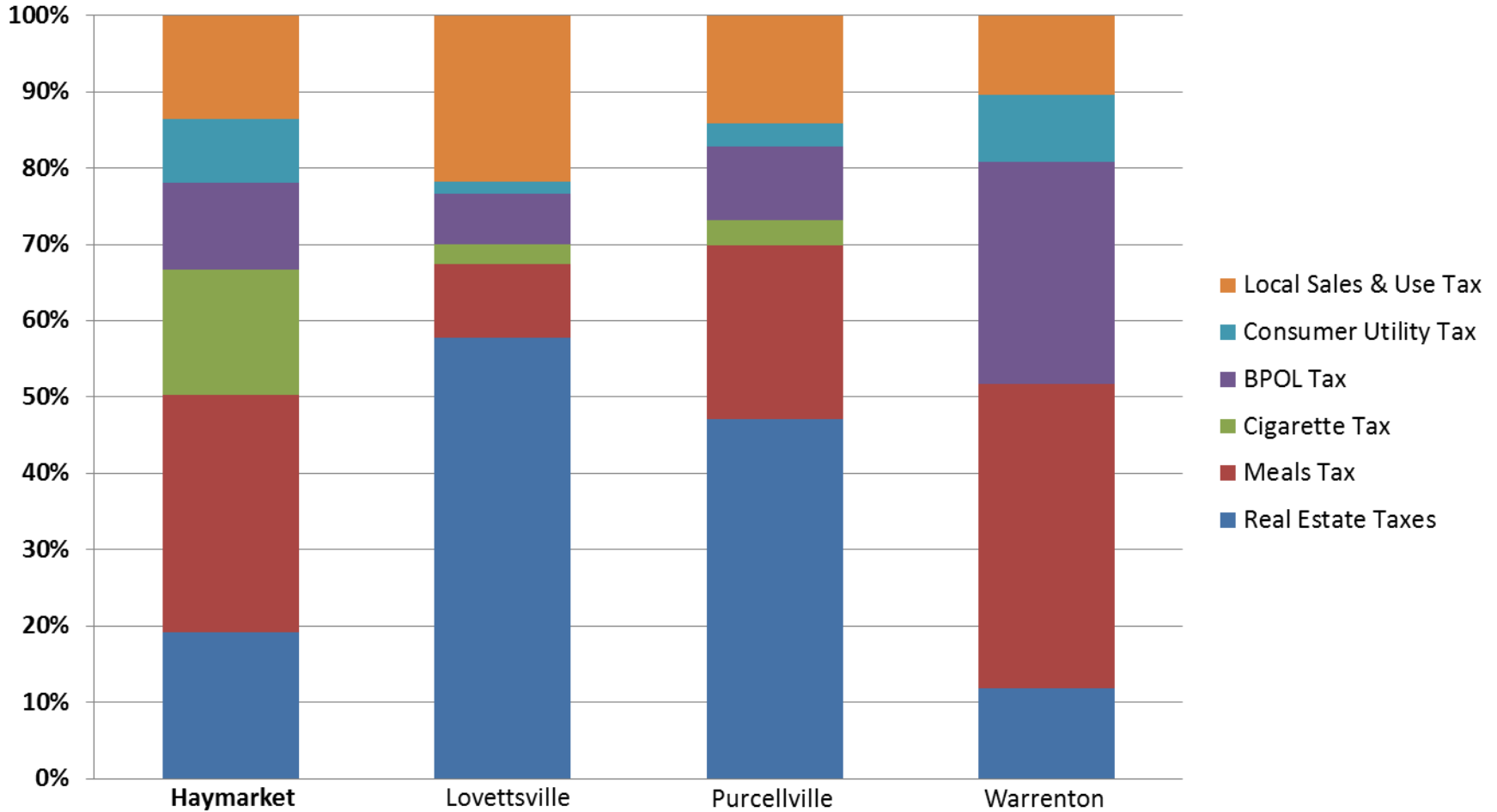
REVENUE MANAGEMENT

General Fund Revenue Sources (2015)



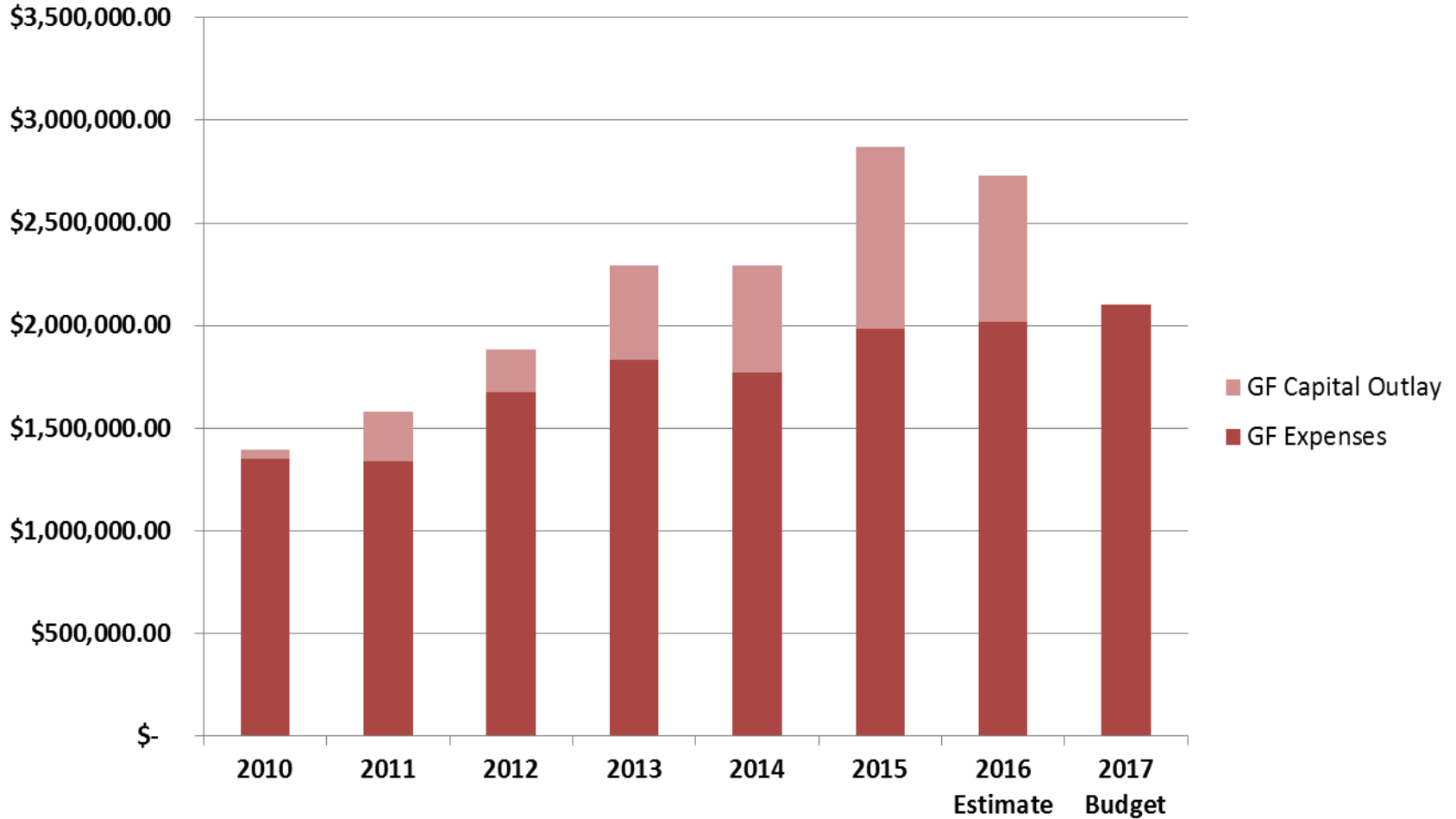
REVENUE MANAGEMENT

Major General Fund Tax Revenue Sources (2015)



SPENDING & FUND BALANCE

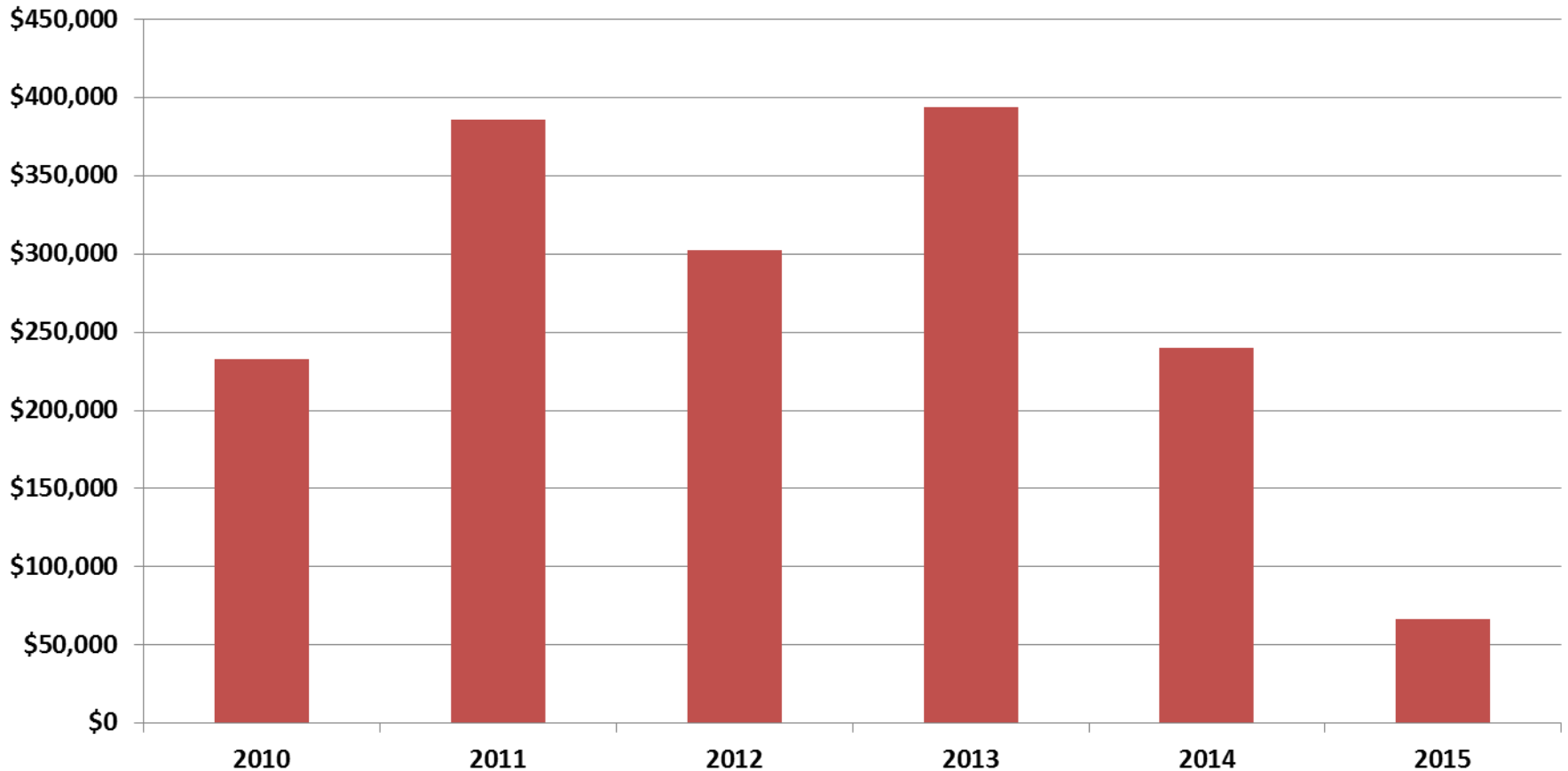
General Fund Expenditures



SPENDING & FUND BALANCE

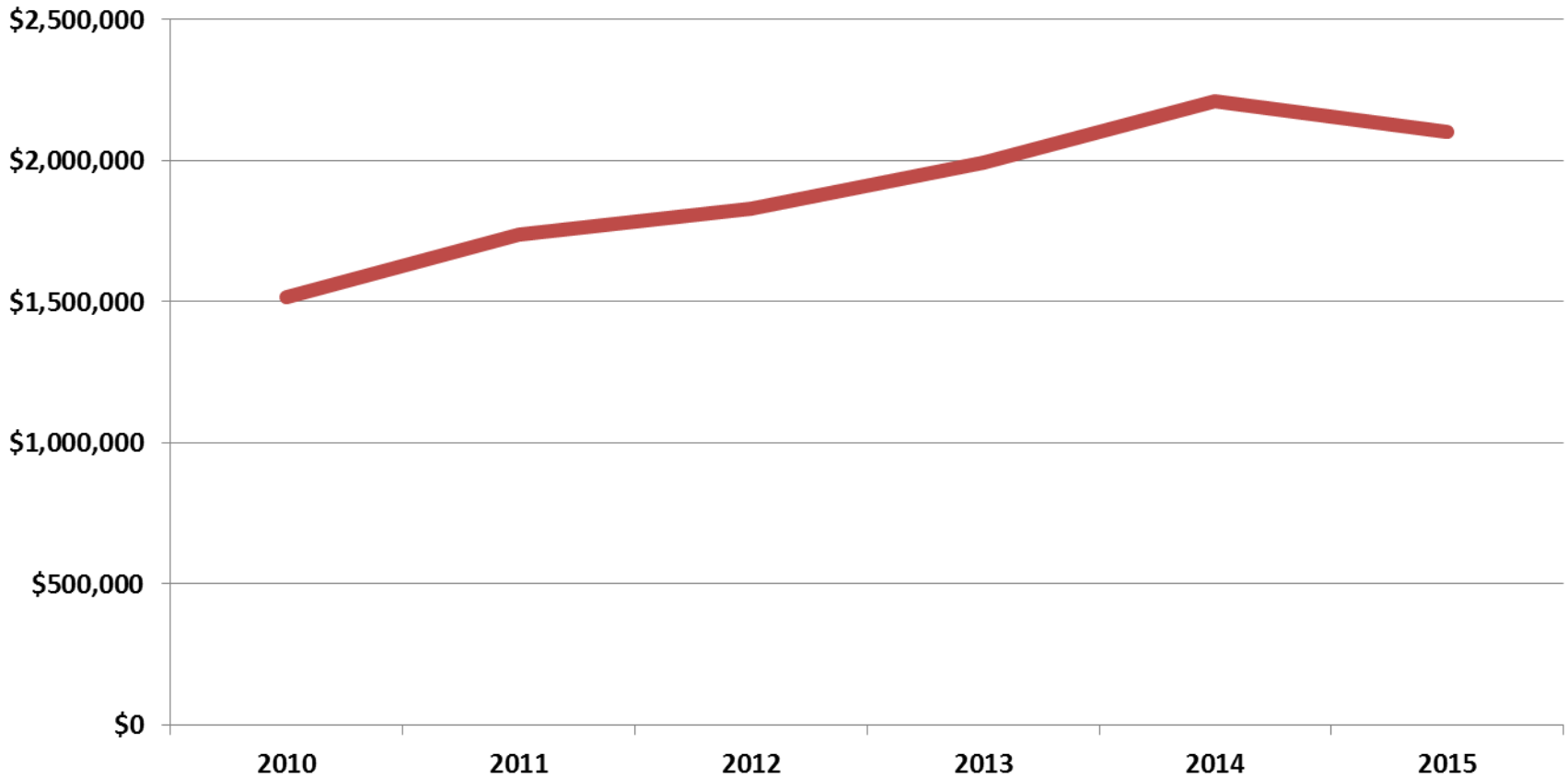
Operating Surplus

Excludes One-Time Capital Projects



SPENDING & FUND BALANCE

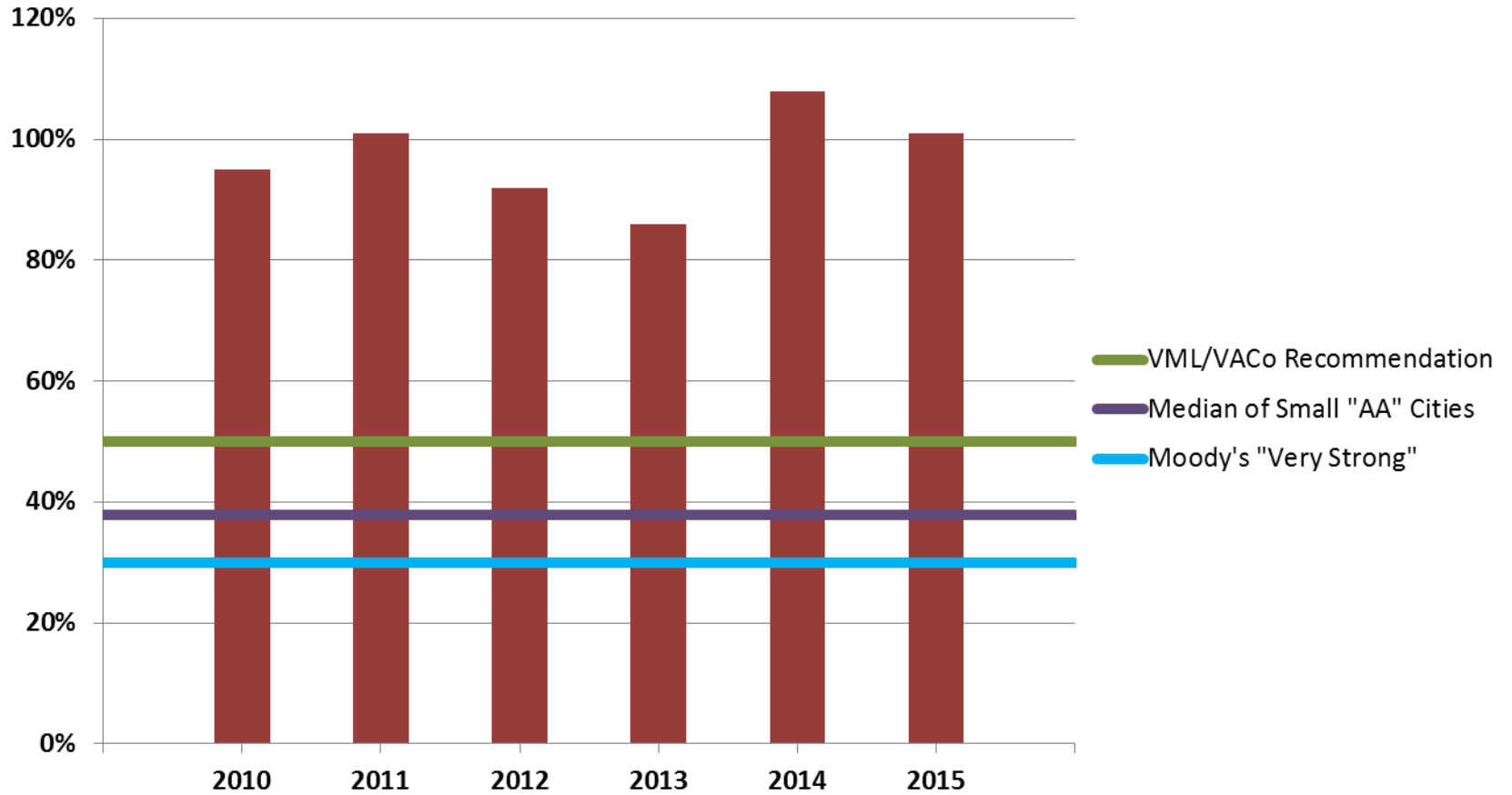
Non-restricted General Fund Balance



Attachment: Memo to Council - VACO_VML Benchmark Agreement and 2016 Report (5185

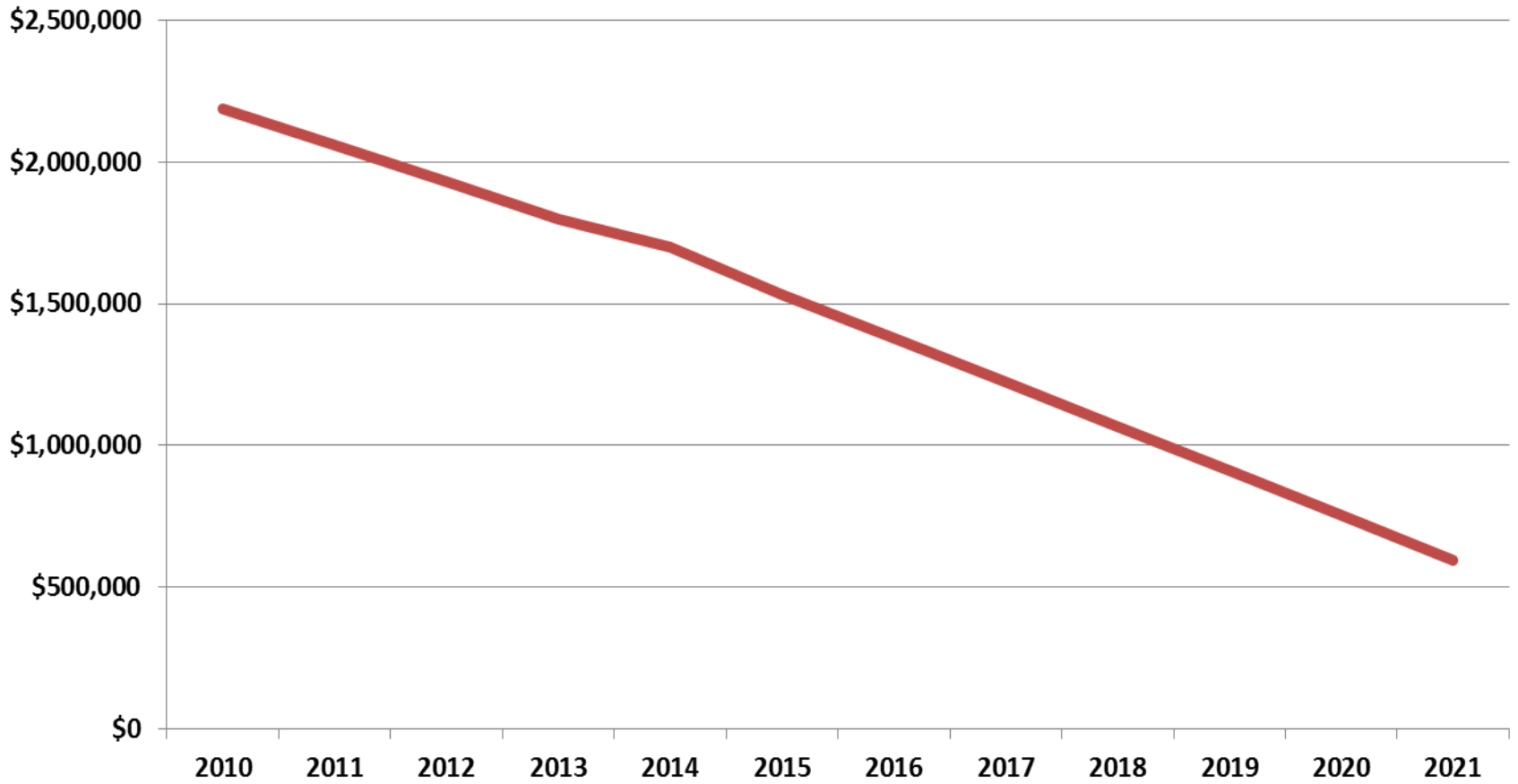
SPENDING & FUND BALANCE

Non-restricted GF Balance as % of GF Revenues



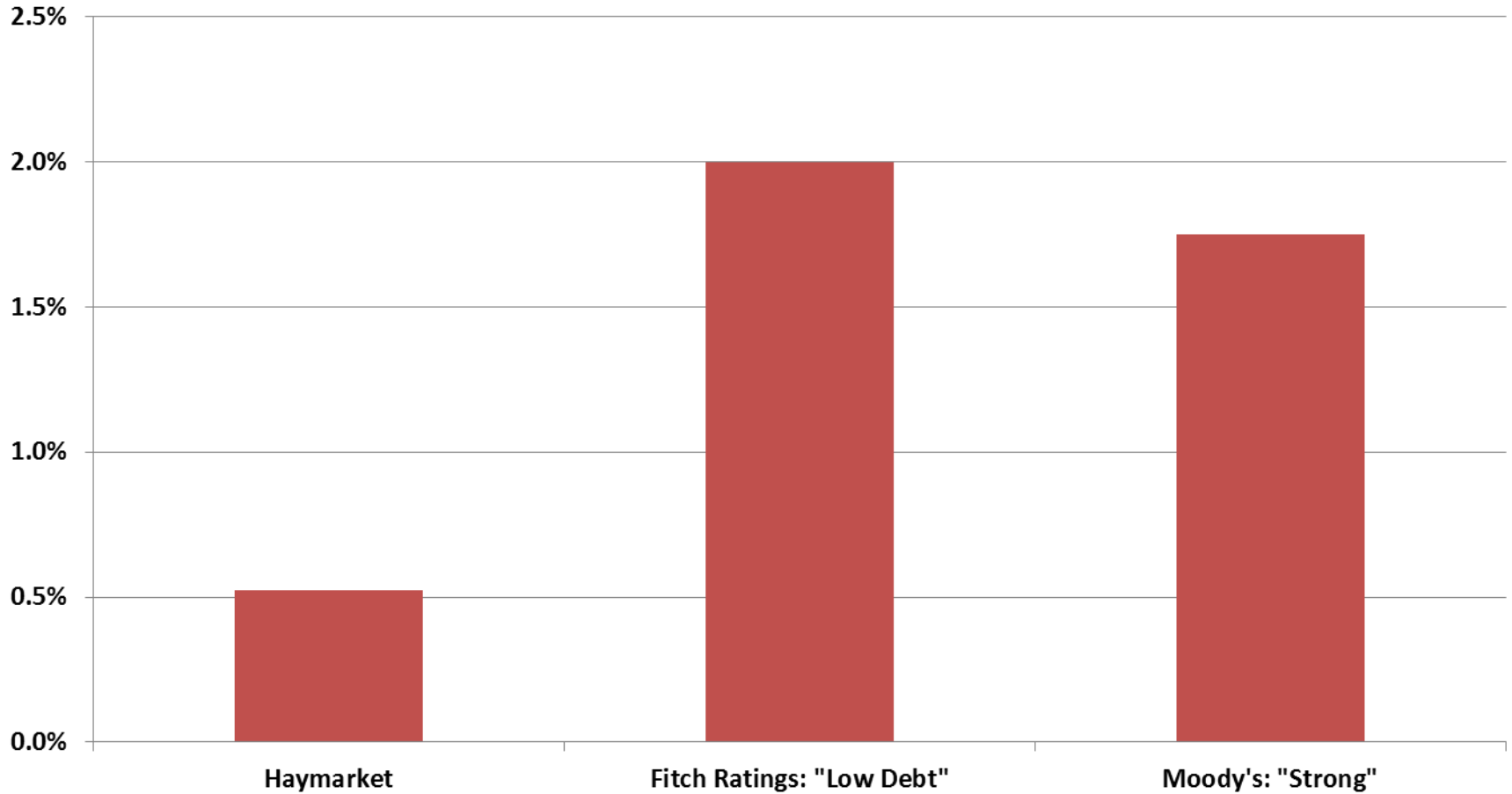
DEBT MEASURES

Net Bonded Debt Outstanding



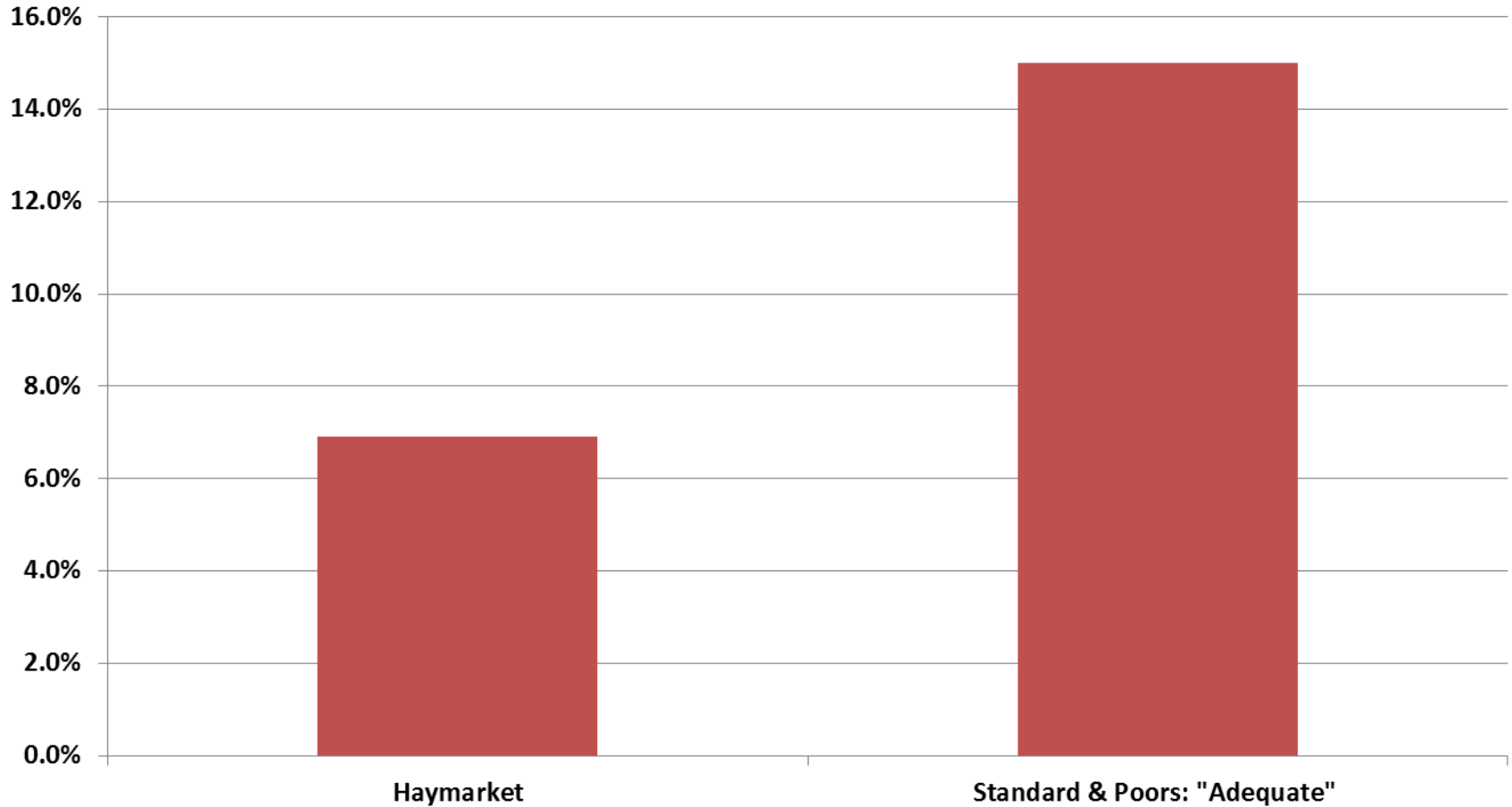
DEBT MEASURES

Net Bonded Debt as % of TAV (2017)



DEBT MEASURES

Debt Service as % of Total Expenses (2016)



Haymarket – Current Assessment

Key Strengths

- Population growth
- Household incomes
- General Fund balance
- Declining outstanding debt
- Manageable debt service

Possible concern

- Declining operating surplus

Recommendation to Fund CIP – Fund Balance

Current status: Fund Balance = 100% of Revenue

Exceeds recommended Fund Balance to Revenues of 50-60%

Recommendation: \$1M of Fund Balance could be used for capital projects

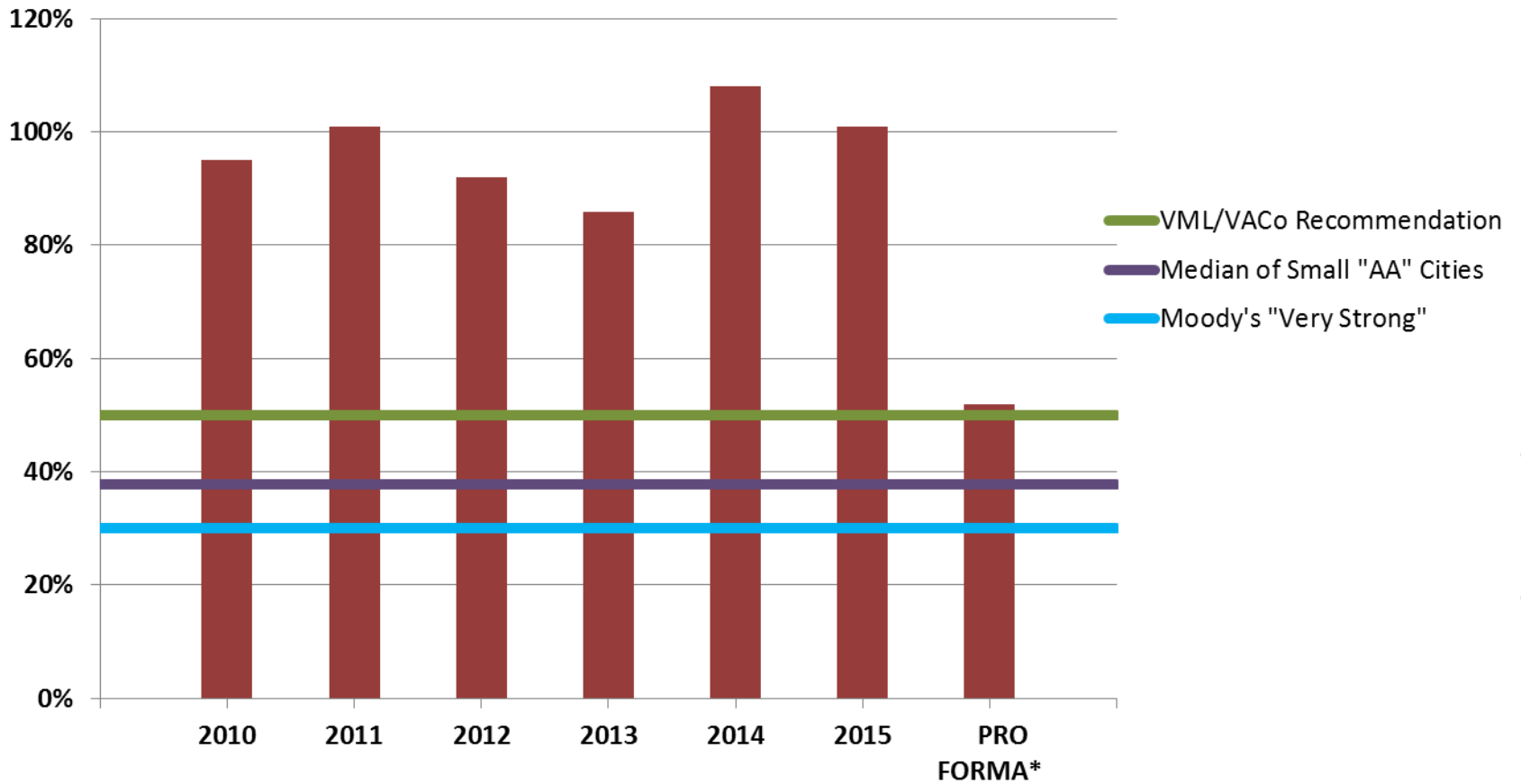
Leaves approximately \$1M of non-restricted Fund Balance

Analysis: Localities with more diverse revenue stream and larger economic base could prudently drop below 50% threshold

Haymarket's size gives it less flexibility and makes it prudent to maintain a larger fund balance

SPENDING & FUND BALANCE

Non-restricted GF Balance as % of GF Revenues



*Pro Forma: Assumes \$1M of GF Balance spent on capital projects.

Recommendation to Fund CIP - Debt

Recommendation: Town could borrow up to \$2M for capital projects

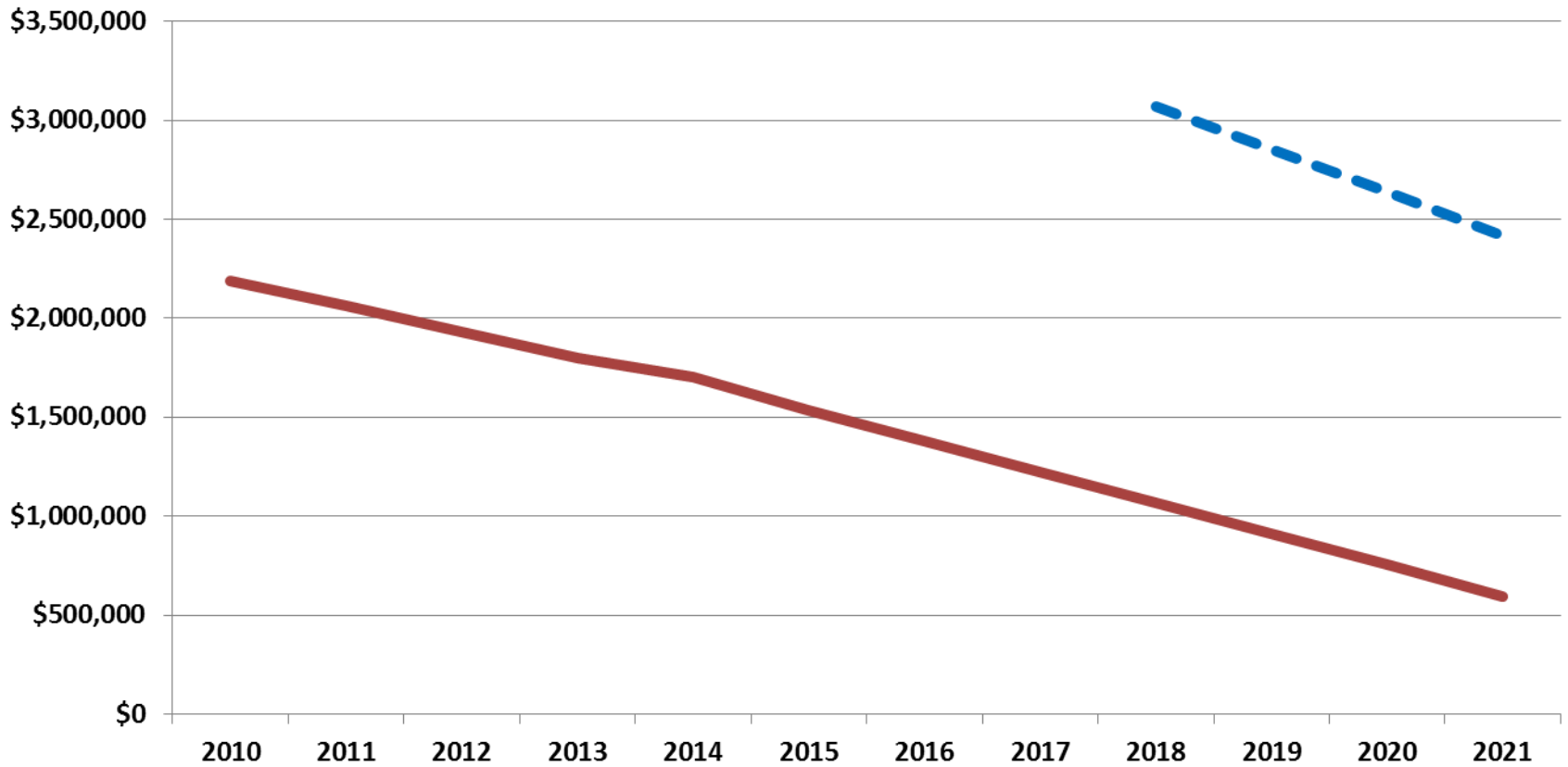
Analysis: This will allow Town to maintain financially sound position:

Net Bonded Debt as % of TAV: < 2.0%

Debt Service as % of Total Expenses: < 15%

DEBT MEASURES

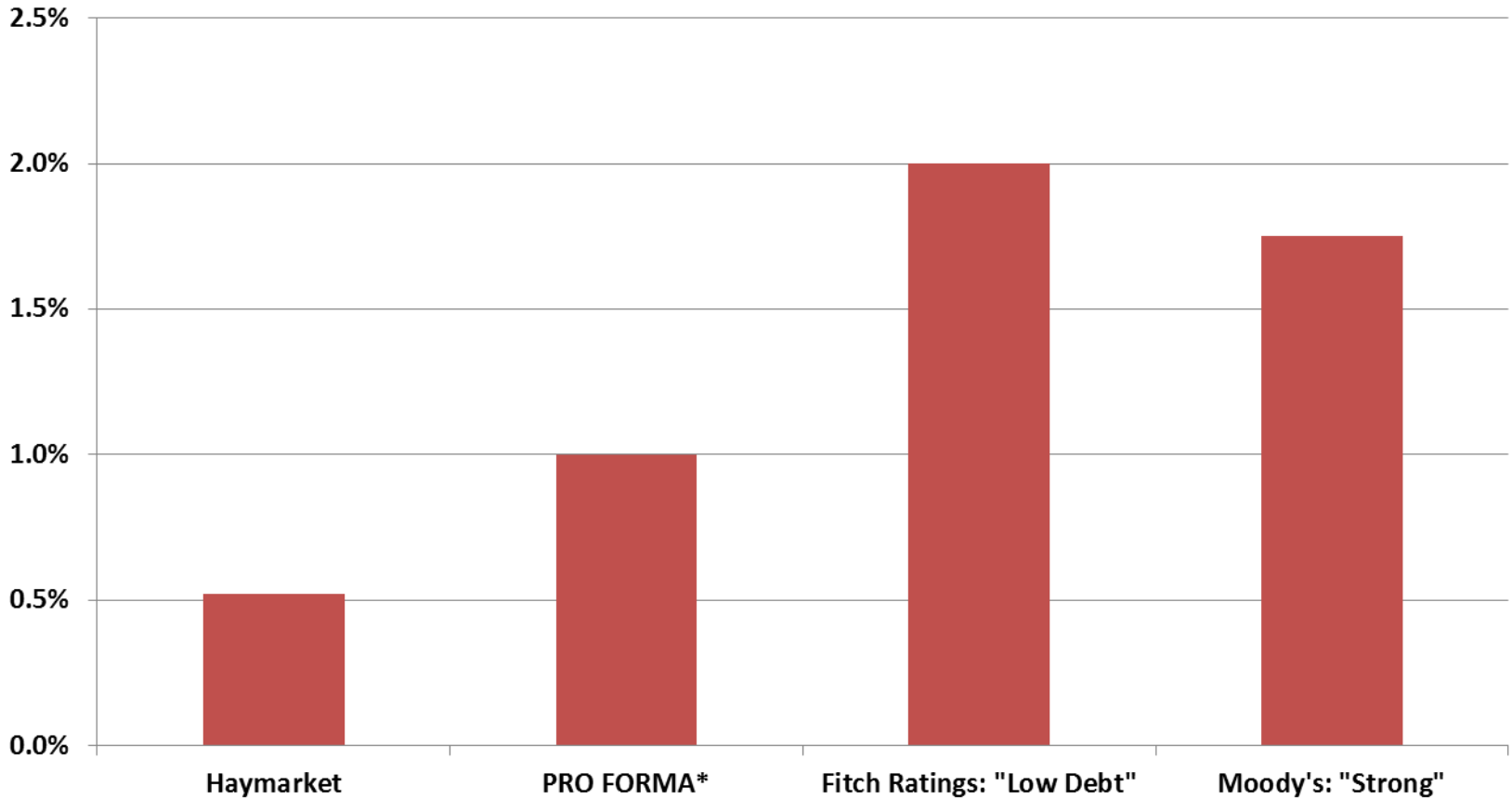
Net Bonded Debt Outstanding



*Assumes \$2M of capital projects financed in FY 2018 with 20 year GO loan.

DEBT MEASURES

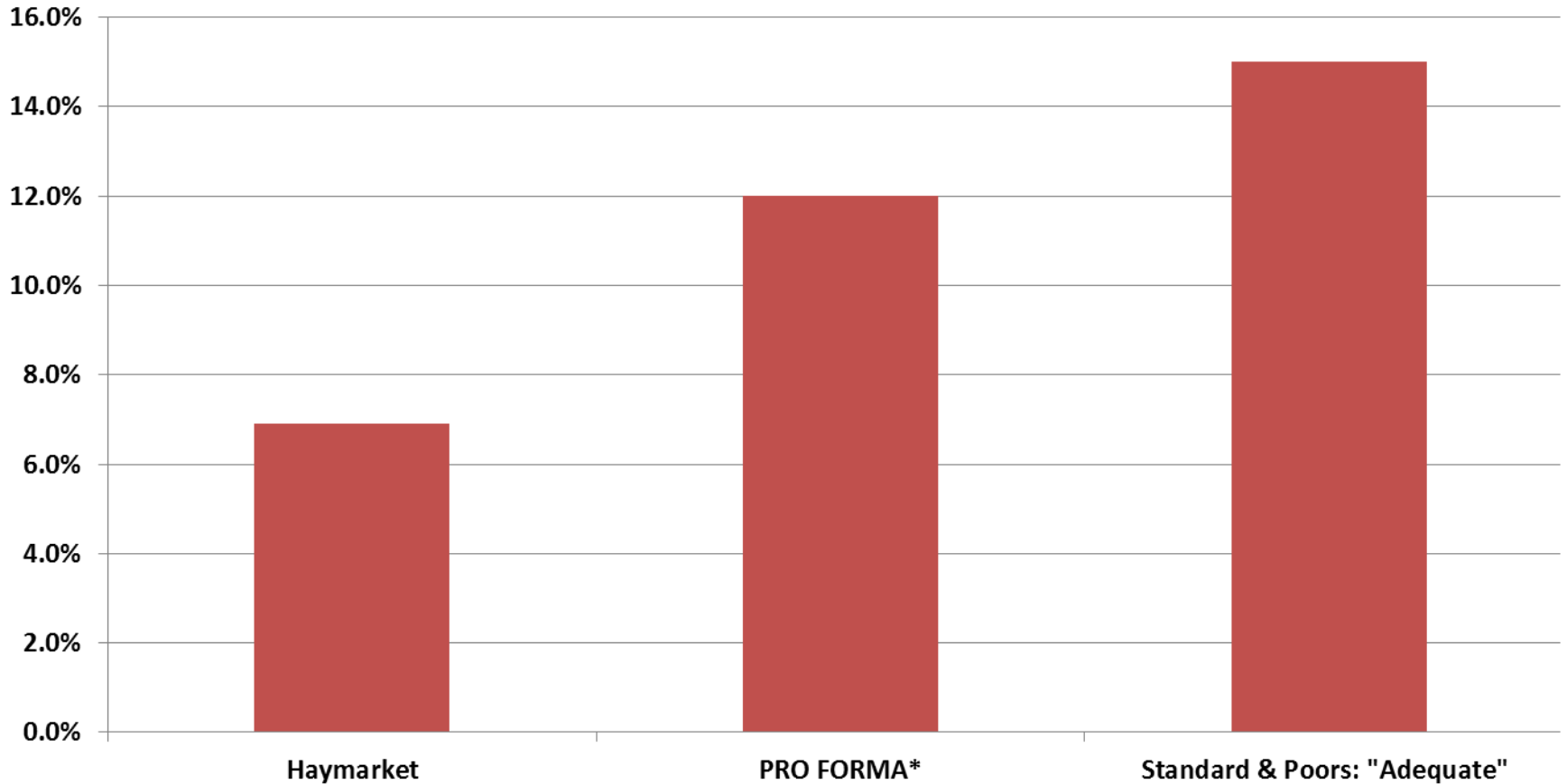
Net Bonded Debt as % of TAV (2017)



*Assumes \$2M of capital projects financed in FY 2018 with 20 year GO loan.

DEBT MEASURES

Debt Service as % of Total Expenses (2016)



*Assumes \$2M loan amortized over 20 years at an indicative rate of 3.5%.

Summary of Recommendations

1. Apply up to \$1M of Fund Balance for Capital Projects.

\$425,000 in FY 2018

2. Finance up to \$2M in GO Debt for FY 2018 CIP Projects.

Level annual debt service of approximately \$140,000 assuming
20 year term

VML/VACo Finance
valocalfinance.org
804-648-0635

Robert Lauterberg, Managing Director
rlauterberg@valocalfinance.org

Steve Mulroy, Deputy Director
smulroy@valocalfinance.org



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Christopher S. Coon
Town Manager

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Chris Coon, Town Manager
DATE: August 24, 2021
SUBJECT: Part-time Job Descriptions

Background:

Town Council has discussed additional services they would like to see provided by the Town. Many of those services could be accomplished by the addition of 2 part-time positions. One position, maintenance worker, would focus on the minor day-to-day- maintenance of the town and town owned properties and the other, community relations coordinator, would focus on the social media, events, and general community and business engagement for the town.

Fiscal Impact

The Town has budgeted \$30,000 in Salaries/Wages – Part Time in the FY 2022 budget and these positions would be covered by that line item. There could be additional costs in the future if the Town Council feels that additional hours are necessary to better serve the community.

Staff Recommendation:

Recommend approving the job descriptions and move forward with the hiring process for the community relation coordinator.

Draft Motion:

"I move to approve the job descriptions as presented and authorize town staff to move forward with the hiring process for the community relation coordinator."

OR

Other action deemed appropriate by Council.

Attachment: PT job descriptions (5188 : Part Time Job Description Memo)



Town of Haymarket
 15000 Washington Street, #100
 Haymarket, VA 20169
 703-753-2600

Position: Maintenance Worker	Work Schedule: 15-20 hours per week
Department: Administration	Monday-Friday
Position Type: Part-time, PT	Some Evenings and Weekends

Performs highly responsible public works and maintenance works in the coordination of the day-to-day maintenance of facilities and infrastructure throughout the Town of Haymarket. The Maintenance Worker is responsible for repairing and maintaining town facilities, equipment and infrastructure including town-owned buildings and grounds, stormwater facilities, streets and sidewalks, streetlights, public refuse containers, parking lots, parks, recreational facilities, and public works equipment. This position also supports the Town’s response to inclement weather and special events.

Responsibilities:

The duties described below are indicative of what the duties the Maintenance Worker may be asked to perform; others may be assigned

- Minor repairs and maintains town-owned brick sidewalks, asphalt roadways, concrete curbs, gutters, signage and streetlights and other public works facilities.
- Clears and maintains the town’s storm drain structures.
- Assists with monitoring performance of town contractors in the performance of public works activities including landscaping, beautification efforts, infrastructure maintenance and installation, trash collection and other contracted public works activities.
- Provides logistical and maintenance support for special events
- Maintains cleanliness and attractiveness of the town performing regular street sweeping activities, routine trash and litter removal, painting, power washing, window cleaning, repairs and other building and park beautification and maintenance activities. Mows, sweeps, rakes, shovels, etc. throughout the town, as needed.
- Maintains town tools and equipment in accordance with manufacturer recommendations.
- Operates and maintains the town maintenance and storage facilities in an organized fashion and secures and safeguards town equipment and tools located on site.
- Completes daily work orders as required
- Maintains orderly receipt tracking
- Oversees maintenance help and assigns tasks as required
- Supports seasonal clean-up events
- Participates on town’s inclement weather response team and is responsible for coordinating the clearing of ice and snow from sidewalks adjacent to town property and oversight of the town’s snow removal contractor; and reports any issues to the Town Manager
- Performs general building maintenance activities on a routine basis including light bulb replacement, painting, power washing, and minor repairs.
- Ensures cleanliness and maintenance of the Town’s Park. Reports issues to the Town Manager and schedules repairs as needed.

Skills and Qualifications:

To perform this job successfully, an individual must be able to perform the essential functions satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

Attachment: Maintenance Worker Job Description (5181 : Maintenance Worker)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Required:

- Knowledge of the tools, materials and equipment used in general construction and maintenance work
- Some knowledge of safety precautions applicable to the duties of the class
- Ability to understand and follow oral and written instructions
- Ability to use common hand tools
- Ability to operate machinery and equipment
- Ability to perform manual labor for extended periods often under unfavorable weather conditions
- Ability to establish and maintain an effective working relationship with the public and associates

Physical Requirements:

- This is very heavy work requiring exertion more than 100 pounds occasionally, more than 50 pounds frequently, and more than 20 pounds regularly to move objects
- Work requires climbing, stooping, kneeling, crouching, reaching, walking, pushing, pulling, lifting, and repetitive motions
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels
- Visual acuity is required for depth perception, night vision, peripheral vision, visual inspection involving small defects and/or small parts, use of measuring devices, assembly, or fabrication of parts at or within arm's length, operation of machines, operation of motor vehicles or equipment, and observing general surroundings and activities
- The worker is subject to outside environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, and atmospheric conditions
- The worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

Employer Overview:

The Town of Haymarket is a proactive small town of about 1,800 that prides itself on citizen service and maintaining a small town feel amongst a rapidly growing suburban area. We have a small staff, but this does not hinder us from accomplishing big goals and projects. Located at the Crossroads of Routes 15 and 55, the Town has a deep history that is part of the national Journey through the Hallowed Ground regional tourist attraction. The value and beauty of this area is no longer a secret, and so new businesses and residents move to this area each day, enriching the community with economic opportunities and diversity of character. We offer you and your family a range of choices in recreation, education, and business and community development opportunities.

Supervision:

This position reports directly to the Town Manager.



Town of Haymarket
 15000 Washington Street, #100
 Haymarket, VA 20169
 703-753-2600

Position: Community Relations Coordinator	Work Schedule: 15-20 hours per week
Department: Administration	Monday-Friday
Position Type: Part-time, PT	Some Evenings and Weekends

Establishes and promotes the relationships necessary to the growth and success of the Town of Haymarket. The Community Relations Coordinator organizes community events, writes, edits, and disseminates informational releases via the print and electronic media, establishes a presence for the Town on social media and manages friendly contacts with businesses and citizens. Provides customer assistance for the various Town services at the office service window. Promotes the historic significance of the Town via the Haymarket Museum and manages the functions of that facility.

Responsibilities:

The duties described below are indicative of what the duties the Business/Community Relations Specialist may be asked to perform; others may be assigned

- Promote and educate the public about the Town via the Town Website, Town Newsletter, Facebook, Twitter and other Social Media
- Maintain the Town Website insuring it contains accurate and current information
- Prepare the Town Newsletter
- Frequently distribute messages concerning Town activities and news via the Town’s social and print media
- Serve as a point of contact and Town Liaison for existing businesses
- Provide customer service at the Town’s business window
- Coordinate a variety of events promoting the Town and its businesses
- Manage the museum displays to include quarterly updates
- Recruit, retain, educate, and supervise volunteers for the museum
- Investigate potential grants for the museum and historical displays
- Working with the Town Treasurer and Town Manager, prepare and manage a budget for the job function
- Provide weekly report to the Town Manager with regard to activities, accomplishments and data from social media outreach program

Skills and Qualifications:

To perform this job successfully, an individual must be able to perform the essential functions satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

Required:

- Extensive background working with the public and business community
- Demonstration of administrative skills background.
- Bachelor’s degree or equivalent experience in Public Relations, Communications, Journalism, or similar field

Attachment: Community Relations Coordinator Job Description (5182 : Community Relations Co-Ordinator)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

- Experience with Website and Social Media management.
- Some personnel management experience.
- Some Event Planning Experience

Employer Overview:

The Town of Haymarket is a proactive small town of about 1,800 that prides itself on citizen service and maintaining a small town feel amongst a rapidly growing suburban area. We have a small staff, but this does not hinder us from accomplishing big goals and projects. Located at the Crossroads of Routes 15 and 55, the Town has a deep history that is part of the national Journey through the Hallowed Ground regional tourist attraction. The value and beauty of this area is no longer a secret, and so new businesses and residents move to this area each day, enriching the community with economic opportunities and diversity of character. We offer you and your family a range of choices in recreation, education, and business and community development opportunities.

Supervision:

This position reports directly to the Town Manager.



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Christopher S. Coon
Town Manager

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Chris Coon, Town Manager
DATE: August 24, 2021
SUBJECT: Economic Development Contract

Background:

Town Council discussed the Economic Development Contract at the August 2, 2021 meeting. The contractor was instructed to provide an amendment to the previous contract established for CARES ACT assistance. The proposed contract with pricing and goals is attached.

Fiscal Impact

The Town has \$66,814 remaining in the CARES ACT fund and \$22,430 budgeted in the FY 2022 budget. The cost of the base contract will be \$12,000 with options for additional services defined in the contract. There could be additional costs in the future if the Town Council feels that additional services are necessary to better serve the community.

Staff Recommendation:

Recommend approval on the amended contract pending Town Attorney final approval.

Draft Motion:

"I move to approve the amended contract with Miles Friedman for Economic Development Services as presented pending final approval from the Town Attorney."

OR

Other action deemed appropriate by Council.

Attachment: Economic Development Memo (5187 : Draft Contract)

TOWN OF HAYMARKET
STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION OR INSURANCE

This Contract amends the original contract entered into by these same parties in September 2020 and is entered into on and as of its Effective Date by and between the TOWN OF HAYMARKET, a municipal corporation of the Commonwealth of Virginia (hereinafter, “Town”), and Miles Friedman (hereinafter “Contractor”), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions:

CONTENTS

- I) **FORMATION** 2
 - A) **Conditions Precedent to Formation:**..... 2
 - B) **Parties** 3
 - C) **Authority to Execute**..... 4
 - D) **Incorporation of Documents** 4
 - E) **Effective Date** 4
- II) **PERFORMANCE** 4
 - A) **Specifications of the Work** 4
 - B) **Notice to Proceed** 5
 - C) **Contacts** 6
 - D) **Acceptance of Work**..... 6
 - E) **Warranty** 6
 - F) **Invoices** 6
 - G) **Payment** 7
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I) FORMATION

A) Conditions Precedent to Formation:

Before any Contract between the Town and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the Town learns that a condition precedent was not met, the Town may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

- 1) Insurance: If the Solicitation requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Solicitation with an insurance company licensed to do business in the Commonwealth of Virginia.
 - a) Unless the Solicitation states otherwise, the Town shall be made an additional insured on all required policies of insurance.
 - b) No change, cancellation (other than noted below), or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the Town Manager. Notice for cancellation due to nonpayment of premium would be fifteen (15) days. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate of insurance is grounds for termination of the contract.
 - c) Insurance coverage required hereunder shall be in force throughout the Contract period. Should the contractor fail to provide acceptable evidence of current insurance within ten (10) days of written notice at any time during the contract term, the Town shall have the absolute right to terminate the contract.
 - d) Compliance by the Contractor and any subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any subcontractors of their liabilities and obligations under this Contract.
 - e) The Town may and will, if requested by Contractor, reasonably accept insurance certificates provided by subcontractors or partners of the Contractor covering risks and hazards relating to work to be performed by such subcontractor and partners, in lieu of insurance certificates provided by Contractor. However, the

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Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the Subcontractors.

- f) If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- 2) Bonds: If the Solicitation requires payment or performance bonds, then bonds with surety satisfactory to the Town attorney shall be submitted to the Contract Administrator for approval.
- 3) Permits and licenses: If the procurement of the Goods, Services, insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
- 4) Certification of the Contractor: The Contractor must submit the attached Criminal Conviction Certification Form regarding criminal convictions of its employees.
- 5) Payment of Debts: Contractor must pay all amounts shown as due to the Town on the Town's accounts, even if a dispute exists as to the debt's validity or enforceability.

B) Parties

- 1) The sole parties to this Contract are the Town of Haymarket and the Contractor.
- 2) Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the Town in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
- 3) There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
- 4) This Contract may be made available by rider for other governmental entities to use, however, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The Town shall not be a party to any of these Contracts.

C) Authority to Execute

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

D) Incorporation of Documents

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

- 1) This Contract,
- 2) Facilitating Resiliency Opportunities in Haymarket: Utilizing Cares Funds to Help Haymarket Businesses and Citizens, prepared by Contractor, dated August 7, 2020 and included in the Town Council's September 1, 2020 agenda.

E) Effective Date

The Effective Date of this Contract shall be the last to occur of (1) the date on which the Contractor's Representative signs the Contract, (2) the date on which the Town Manager signs the Contract, and (3) the date that all conditions precedent to formation are satisfied or expressly waived in writing by the Town.

II) PERFORMANCE**A) Specifications of the Work**

The total contract price is \$12,000, to be paid in relation to the completion of the tasks per the schedule provided below in this paragraph II).A). Contractor shall provide the Town with all documentation generated in connection with the Work upon request.

- 1) Initiate General Business Support Program by October 1, 2021. Business visitation to begin within two weeks of signing this contract. \$1,000 each month for satisfactory progress on the attached work program; not subject to proration. Contractor shall develop applications, regulations and schedules for businesses who participate in any programs created under this contract.

The work carried out by the contractor shall address the following:

- Assess local business environment including challenges, opportunities and current programs and services available to meet the needs of the business community
- Nurture an ongoing outreach to businesses through regular contact via email/Zoom/in person
- Improve communication with and between businesses in a variety of ways such as monthly roundtable discussions and/or a speaker series
- Encourage entrepreneurship through curating/communicating resources that support entrepreneurship as a possible career path
- Business location: Identify types of businesses Haymarket wants to attract, infrastructure needs/availability and possible incentive packages
- Tourism: Identify types of tourists/travelers Haymarket wants to attract and create a “starter” brand/marketing strategy that targets these groups
- Assist the Town in distributing any remaining CARES Act Funds

Goals:

- Connect with at 8-10 Town businesses per month via email, Zoom or in-person with the intent of assessing the challenges and opportunities faced by the business community, and disseminating information on available assistance from the town or other resources (ongoing)
- Assist the Town in distributing any remaining CARES Act Funds prior to December 31, 2021.
- Create and implement a plan to improve communication with and between businesses by January 31, 2022 with intent to launch in the first quarter of 2022.
- Create and implement a plan for curating/communicating resources that support entrepreneurship by March 1, 2022.
- Identify new business attraction opportunities and develop at least one technique to increase those opportunities by March 1, 2022.
- Create/refine a “starter” tourism/travel strategy based on the types of tourists Haymarket wishes to attract by April 1, 2022. Assessments/adjustments will be made quarterly.

Contractor will also be available, subject to negotiation of additional compensation, to help design and implement new American Rescue Plan funded programs. Subject to mutual agreement on additional compensation, contractor would also be available for implementing and managing these programs as appropriate.

B) Notice to Proceed

After execution of the Contract and receipt of any documents required by the Contract Administrator before the Effective Date of this Contract, the Contract Administrator shall send the Contractor notice to proceed with the Contract as of a date convenient to the Town.

C) Contacts

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

D) Acceptance of Work

Performance of the work and delivery of all Goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator.

E) Warranty

The Contractor warrants that all Services it performs and all Goods, insurance, and Construction it delivers to the Town will be of good quality and meet the specifications of this Contract and of all Literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree apply to this Contract.

F) Invoices

- 1) Unless otherwise provided in the Solicitation, Contractor will submit all its invoices for payment in the fiscal year in which the Goods, Services, insurance or Construction were provided or within thirty days thereafter. Late invoices are subject to rejection if no appropriated funds are available for their payment.
- 2) The invoice must be in the name of the Contractor unless an assignment has been received and approved by the Town.
- 3) Tasks shall be billed to the Town upon completion. The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The

Town shall have no obligation to reimburse, pay directly or otherwise satisfy any taxes or other expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein. If Contractor is deemed not to be an independent Contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.

G) The Town will be responsible to compensate the Contractor for any appropriate out of pocket expenses incurred in the implementation of this project, subject to prior approval by the Town Manager.

1) The Contractor may use Michelle Coe of BlueSkyPhoenix LLC as subcontractor for this Contract. The town will compensate the Contractor for expenses incurred in utilizing BlueSkyPhoenix on tasks related to this project.

H) Payment

1) In return for the goods, services, construction and/or insurance that are the subject of this Contract, and subject to paragraph III)D) of this Contract relating to “Non-appropriation of Funds,” the Town shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the goods or services, whichever is later, in accordance with the schedule provided above in Paragraph II).A).

III) TERM AND TERMINATION

A) Base Term and Extensions

- 1) The base term for this Contract shall be for the period September 14, 2020 until completion of any required audits for CARES Act funds.
- 2) This contract may be extended as provided in the Solicitation or by change order or amendment. If this is a fixed price contract, however, no extension may increase the price by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without a recorded affirmative vote of the Town Council. The Town may extend the term of this contract for services to allow completion of work undertaken but not completed under its original term.

B) Termination for Default

1) Either party may terminate this Contract, without further obligation, upon the default of the other party.

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- 2) With the exception of an emergency endangering life, safety, or the operation of the Town government, a default will only exist after the party claiming a default shall have provided notice and an opportunity to cure the default to the other party as follows:
 - a) A written 10 day business Notice of Default shall be given setting forth the grounds for default and the steps demanded to cure the default.
 - b) If the party receiving the Notice of Default fails to cure the default before the end of the 10 business day period then that party shall be in default under the terms of the Contract and the non-defaulting party shall have the right to terminate the Contract by sending a written Notice of Termination to the defaulting party.

C) Termination for Convenience

- 1) The Town may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Town Manager, determines that such termination is in the best interest of the Town.
- 2) Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
- 3) The effective date of the termination shall be three days after issuance of a Notice of Termination signed by the Contract Administrator and Town Manager and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.

D) Termination for Non-Appropriation

- 1) If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the Town may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
- 2) If the Town terminates for non-appropriation, the Town shall be liable only for payments due through the effective date of termination.
- 3) Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from performance related to any portion of the Contract.

E) Claims Upon Termination

- 1) Upon receipt of a Notice of Termination, the Contractor shall:
 - a) Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice of Termination;
 - b) Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice of Termination (i.e. in the case of partial termination);
 - c) Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice of termination (i.e., in the case of partial termination);
 - d) Settle on reasonable terms all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator; and
 - e) Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.

- 2) After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.
 - a) Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Town Manager, shall pay from the Using Department's budget the reasonable costs of termination, including a reasonable amount for profit on services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the goods or services not delivered, or those goods or services not provided. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.
 - b) If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator shall pay the Contractor from the Using Department's budget the amounts determined as follows, without duplicating any amount which may have already been paid under the preceding paragraph of this clause:
 - i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - Cost of the goods delivered or work performed; and

- The reasonable cost of settling and paying any claims as provided above; and
 - A sum as profit on work performed determined by the Town's Procurement Officer to be fair and reasonable.
- ii) The total sum to be paid shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of goods or services not terminated.
- c) If the Contractor is not satisfied with any payments which the Contract Administrator determines to be due under this provision, the Contractor may make a claim in accordance with paragraph V(C)1), Submission of Disputes.
- 3) The Contractor shall include similar provisions for termination in any subcontractors and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the Town whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

IV) STATUTORY REQUIREMENTS

A) Employment Discrimination

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each sub-contractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state 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 non-discrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 4) The Contractor will include the provisions of this Contract section in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor.

B) Ethics

The provisions contained in Chapter 43, Article 6, Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act, as set forth in the 1950 Code of Virginia, as amended, apply to this contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

C) Drug-Free Workplace

During the performance of this contract the contractor agrees to:

- 1) Provide a drug-free workplace for the Contractor's employees.
- 2) 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.
- 3) State in all solicitations or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 4) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor.

D) Faith-Based Organizations

The Town of Haymarket in procuring goods and services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursement.

E) Foreign And Domestic Businesses Authorized to Transact Business in the Commonwealth

- 1) A 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 or as otherwise required by law.
- 2) A 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 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 this contract. Notwithstanding any other provision of this Contract, the Town may void any contract with a business entity if the business entity fails to remain in compliance with this provision.

F) Immigration Reform and Control Act of 1986

The Contractor also affirmatively states that it does not currently and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined by the Federal Immigration Reform and Control Act of 1986.

V) DISPUTES

A) Governing Law

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended but only to the extent that any such law is mandatorily applied to towns with a population of less than 3,500. This Contract is also governed by the applicable Town Policies.

Contractor shall comply with all applicable laws, guidance, and FAQ's issued by the governments of the United States, Virginia, and Prince William County relating to the expenditure of CARES act funding.

B) Hold Harmless

- 1) To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied

- against the Owner and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the Town and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
- 2) To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the Town and its officers, agents, employees, community representatives, volunteers or others working on behalf of the Town against all costs, including reasonable attorney's fees, arising from liens encumbering the Town's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
 - 3) Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the Town hold others harmless is invalid and unenforceable as an impermissible waiver of the Town's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The Town cannot waive its sovereign immunity.

C) Conditions Precedent to Pursuit of Legal Remedies

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract unless it complies with the condition precedent or the Town knowingly and intentionally waives the condition precedent.

- 1) **Submission of Disputes:** A Contractor must submit any dispute arising out of this Contract to the Town for adjustment. In doing so, it shall provide all relevant evidence that bears on the Town's liability for the amount claimed or responsibility to grant any non-monetary relief requested. Claims are forever barred unless (a) written notice of the Contractor's intention to file a claim is given at the time of the occurrence or beginning of the work upon which the claim is based and (b) the claim and all relevant evidence that bears on the claim is submitted to the Town within 60 days of receipt of final payment.
- 2) Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Town Manager's designee, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the

Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the Town Manager a written appeal. The Town Manager shall consider the appeal and render his or her written decision within seventy (70) days. The decision of the Town Manager shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of the claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the Town Manager’s designee or the Town Manager, as the case may be.

3) The Town does not have administrative procedures under Virginia Code § 2.2-4365

D) Venue

Any action brought under this Contract must be brought in the state courts for the Town of Haymarket and may not be removed to the Federal Court system.

E) Limitations on Actions

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

F) Waiver of Jury Trial

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

VI) MISCELLANEOUS

A) Definitions

Capitalized terms that are defined in the VPPA, Town Policy, or the Town’s Solicitation have the same meanings in this Contract as are given in that law, policy, or Solicitation. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

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- 1) “Contract Administrator” means the person designated by the Town Manager to administer the Contract for the Town. The initial Contract Administrator is Chris Coon, but the Town Manager may designate a new Contract Administrator by notice to the Contractor.
- 2) “Contractor's Representative” means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor’s Representative is Miles Friedman, but the Contractor may designate a new Contractor’s Representative by notice to the Town.
- 3) “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 chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 4) “Notice of Default” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
- 5) “Notice of Termination” means a notice sent to the other party’s designee (Contract Administrator for the Town, Contractor’s Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
- 6) “Solicitation” means the Invitation to Bid, Request for Proposal, or small purchase procedure request for quotes or bids which led to the formation of this Contract.
- 7) “Town” means the Town of Haymarket, Virginia, the Town Manager, or the Town Manager’s designee assigned responsibility for this Contract.
- 8) “Work” means the entire set of tasks set out under paragraph II).A.), Specifications of the Work, of this Contract.

B) Time of the Essence

Because the CARES Act requires funding to be expended by December 31, 2021, time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

- 1) If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall immediately provide written notice to the Town setting forth all facts and circumstances related to the delay.
- 2) The Town shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)

sustained by Contractor on or in connection with any other project or anticipated project.

- 3) In the Town's sole discretion, if performance is delayed, the Town may terminate this Contract in whole or in part and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages accruing until the time the Town may reasonably obtain performance of similar services. The liquidated damages shall be in addition to any increased costs incurred by the Town in completing the work and shall be paid to the Town upon demand.

Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of the Contractor.

C) Integration Clause; Modifications to the Contract

- 1) This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
- 2) All modifications and changes to the Contract shall be in writing and signed by the party to be charged, or its authorized representative.
- 3) The Contract Administrator, with the concurrence of the Town Manager, shall have the authority to order changes in this Contract, which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order."
 - a) Such orders shall be limited to reasonable changes in the supplies, services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.
 - b) Contractor need not perform any work described in any Change Order unless it has received a written certification from the Town that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
 - c) The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or services.
 - d) No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

D) Examination of Records

- 1) The Contractor agrees that the Town or any duly authorized representative of the Town may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
- 2) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the Town or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

E) Assignment of Rights

- 1) Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town under said contract.
- 2) Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the Town all warranties related to Goods provided to the Town under this Contract.

IN TESTIMONY WHEREOF, the Town of Haymarket has caused its name to be hereunto subscribed by _____, its _____, pursuant to authority heretofore duly granted by the Town Council of the Town of Haymarket; and

Contractor has caused its name to be hereunto subscribed by Contractor’s Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

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TOWN OF HAYMARKET
By:

CONTRACTOR
By:

Authorized Official

Contractor's Representative

Print Name and Title

Print Name and Title

Attachment: Friedman and Coe Contract 2021 (5187 : Draft Contract)



Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

Christopher S. Coon
Town Manager

MEMORANDUM

TO: Honorable Mayor and Town Council
FROM: Chris Coon, Town Manager
DATE: August 24, 2021
SUBJECT: VDOT Resolution update

Background:

Town Council voted to approve Resolution 2021-012: Support for Sidewalk Grant on July 6, 2021. After meeting with a VDOT representative I was asked to change two items. Both items are included in the updated resolution.

Fiscal Impact

The Town is applying for this grant to hopefully receive up to \$650,000 in grant funding with a required 20% match up to \$162,500.

Staff Recommendation:

Recommend approving the amendment to the Resolution.

Draft Motion:

"I move to approve the amendments to Resolution 2021-012, as presented."

OR

Other action deemed appropriate by Council.

Attachment: VDOT memo resolution update (5189 : VDOT Park Sidewalk Grant)

RESOLUTION #2021-012

WHEREAS, the Haymarket Town Council desires to submit an application for participation in the VDOT Transportation Alternative program for funding by the Commonwealth in the amount of \$650,000 with a 20% match by the Town in the amount of \$162,500; and,

WHEREAS, these funds are requested to fund a sidewalk project in the front of the Town Park between Haymarket Baptist Church and the intersection of Washington Street and Bleight Drive; and,

WHEREAS: The Haymarket Town Council hereby supports this application through the Virginia Department of Transportation Fiscal Year 2023-24 Transportation Alternative Program; and,

WHEREAS: The Haymarket Town Council acknowledges it is responsibility for maintenance of the improvement upon completion.

NOW THEREFORE BE IT RESOLVED, that the Council of the Town of Haymarket hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).

BE IT FURTHER RESOLVED, that the Town Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

By Order of the Haymarket Town Council

Done this 6th day of July 2021

Motioned by: Weir

Seconded by: Pasanello

Ayes: Weir, Pater, Ramirez, Morris, Schneider, Pasanello

Nays:

Abstain:

Attest:

Kimberly Henry, Clerk of the Council

Kenneth Luersen, Mayor

Attachment: VDOT Grant resolution AMENDED (5189 : VDOT Park Sidewalk Grant)