



TOWN COUNCIL – WORK SESSION MEETING

Monday, April 27, 2026 at 7:00 PM

Council Chambers – 15000 Washington St., STE 100 Haymarket, VA 20169

<http://www.townofhaymarket.org/>

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. SUPERVISOR GEORGE STEWART - GAINESVILLE DISTRICT QUARTERLY UPDATES

IV. TOWN MANAGER REPORT

1. Monthly Report

V. CHIEF OF POLICE REPORT

1. Monthly Report

VI. AGENDA ITEMS

1. Monthly Financial Report
2. FY27 Budget Work Session
3. Rezoning Application for 14600 Washington Street - Set Public Notice Date
4. Discussion Procurement Policy
5. Old Post Office RFP for HVAC and Structural Repairs
6. Ordinance 2026-002: Town Park Closing Hours Discussion
7. Ordinance 2026-003: Ordinance on Use of E-Bikes
8. Draft Code of Ethics
9. Council Training and Travel Policy: Discussion
10. Full Time Town Planner Position

VII. ADJOURNMENT

Town of Haymarket Town Manager Report and Tracking Log			
Task	Assigned to	Strategic Plan Goals and Strategies	Comments:
Office of the Town Manager and Zoning Administrator			
Communications Plan	EK, Tracylynn, Matt Gallagher	Goal 6: Enhance Community Engagement .. Strategy 6.1 Complete and implement the communications plan for the Town	Working with Julia to gather data on the current efforts. Will continue to gather data through the end of the calendar year and then discuss with Vice Mayor if there are areas of concern that need addressing
GOGov App	Emily and Julia		No issues with the app, running smoothly at this time. Working to continue advertising the Contact Us/Submit a Request feature to the community. The GoGov Request feature has been added to our website. UPDATE: We are actively receiving alerts and messages through the Contact Us feature on the app. We have been able to successfully correspond with residents and share feedback. We will continue to advertise this feature.
County Contact RE: Stormwater Assessment Program	Emily		JMT is on site this week for the stormwater survey work
Comprehensive Zoning Inspection	Emily K		Town Planner has issued a Notice of Violation for a residential property - the original notice has been completed. However, upon the removal of some materials, additional violations were founded. A second NOV has been sent out
Business Roundtable, Town Business Visits and Check-Ins	Emily K and Roberto	Goal 4: Foster Economic Development, Tourism, and Support Town Businesses Strategy 4.4 Investigate ways to use economic development funds and increase participation at the Business Roundtable	Next Meeting is May 12th
Staff Meetings	Staff		Staff Meetings held weekly on Wednesdays
Strategic Plan Implementation	Emily		The Town Council has adopted the amended Strategic Plan as of March 2026. The newly adopted document will be uploaded to the website and a unique website page created to track updates, public alerts regarding the plan and house the previous versions of the document
Museum: ArtsVanGo	Emily/ Tracylynn		Arts VanGo is officially opened in the Town Museum! Grand Opening was held on March 14th. We will continue to partner with Dawn for community activities and opportunities.
Town Park/Playground	Emily K.		Shade structure was installed for the season
Meeting with CXO/County Correspondence	Emily K		Attended the CXO meeting on February 10th - the meeting was a brief 15 minute overview of the CXO's proposed budget, mainly focused on the tax rates being proposed. The draft budget was presented to the BoS 2-17 -- Next Meeting is in May
Haymarket Compensation Study	Emily		Evergreen Consultants completed the in person surveys and interviews in early April. We are meeting weekly for updates.
Website Redesign	Emily/Julia		Signed the updated agreement and contract with CivicPlus. Completed website training on February 24th and 26th and learned how to update the new site. I have started to update information on the new site and will continue to do this over the next few weeks. Our new website launch date is March 26th. UPDATE - We are working on finalizing the launch of the website, Julia is coordinating with the website host.
Town Complex Building Maintenance/Repairs	Emily		Maintenance is occurring on an as needed basis for the Town Hall and other tenant structures. To date no major issues have occurred aside from the busted pipe at the Museum. Matt checks each structure several times a week for any damages. Our tenants are also very thorough in their reporting.
Old Post Office Building	Emily		After discussion with a second GC, we have determined an RFP is needed for the construction estimates. An RFP is prepared and will be discussed at the April WS.
Mayor's Message Series	Emily, Julia, Mayor	Goal 4.5 Investigate ways to engage face to face with existing businesses. Goal 4.4 Investigate ways to use economic development funds and increase participation at the Business round table Goal 4.6 Develop a plan to highlight the business community: .. etc.	Currently discussing the continuation of the Mayors Message Series for 2026. Received really positive feedback from business owners and residents/viewers.

Franchise Agreement for Comcast	Emily/Olaun		The Town has received a draft Franchise Agreement from Comcast. I am also reaching out to Verizon regarding a franchise agreement. The citizens have requested the Town explore options for Verizon. Verizon has sent a draft and has scheduled a meeting with the Town Attorney
Town Policy Updates	Emily/Roberto/Chief		Investment Policy, Travel/Training Policy and Procurement Policy -- Policies will be discussed at the April WS
Personnel Manual Meeting	Emily/Roberto/Chief		Revised draft in review by Town Manager and Chief of Police
Land Use Planning Department			
Town Center Site Plan (Bonding)	Emily/Katie/Lydia	Goal 1: Improve Transportation and Infrastructure ... Strategy 1.6 Fund and Implement the Town Hall site plan	Town Center Site Plan was approved and signed August 10, 2023. Recently, Town Manager Kyriazi discussed the site plan with the Town Council at the May 27th Work Session. A directive was given to hire a consultant to provide updated pricing for the Town Center Site Plan (EXTERIOR SITE WORK ONLY). Received two quotes for the pricing, will schedule for discussion with the finance liaisons on 7-16. A second directive was given to engage with the Architectural Firm that completed the previous Town Hall building plans. The engagement with the architect will determine the next steps, timeline, proposed costs and coordination of the building improvements with the site work. Received the quotes for the building plans as well as the estimated construction costs, will be discussing the plans with the Finance Liaisons October 29th. UPDATE: Town Manager is working on the RFP for Construction of the Town Center Site Plan. Will discuss further at the March WS
Chick Fil A (SUP, Site Plan Review)	Katie/ Lydia		Chick-fil-A is moving forward with construction beginning July 2026, the Town has provided the Grading Permit and a Noise Variance, additionally, the landscape bond has been processed. A pre-construction meeting was held 03/25/26 with a follow-up meeting to be scheduled closer to construction date.
Chick Fil A As Built Review (from 2017, Bond Release from original construction)	Emily/Katie/Lydia		Comments for as builts were finalized by the Town Engineer in May 2025. Chick Fil A has large quantities of dead plant material that needs to be replaced prior bond release. The Town will address all landscaping requirements following completion of the drive-thru expansion as any new plantings will be disturbed during this construction period.
Robinson's Paradise (As-Built, Bond Release)	Katie/ Lydia		Town awaiting resubmission of as-builts (comments re-sent), additionally the Town is in conversation with DR Horton regarding the SMW agreement for termination paperwork for DEQ. Following a meeting on-site with DR Horton and the Geotechnical Team (04/14/2026), additional grading work will be fixed, the Town will re-inspect following completion of the work.
Van Metre -- Robinson Village (Bond Release)	Katie/ Lydia		Town Staff re-inspected the landscaping on 04/08/2026, the engineer provided a recommendation for approval for bond release. Once the bond is released there will nothing further required by Van Meter until May 2028.
Ramsai Hotel & Retail	Katie/ Lydia		Town Staff received Ramsai Retail preliminary plans 03/18/2026 for comment. Town Staff recommended approval of the plans and is awaiting formal site plan submission. The Ramsai Hotel plans were re-submitted to the Town on 04/08/2026, comments are due back 05/09/2026. Despite the active SUP for 6 stories, the developer has submitted a plan for only 5 stories.
Crossroads Village Center (As-Built, Bond Release)	Emily/Katie/Lydia		Received recorded copy of SWM Maintenance Agreement as well as scanned signed as-built (03/19/2026). Town Planner has provided a lettering stating no further actions necessary till August 2026 when final landscape escrow bond is released. The Town has been informed in a change of property management groups.
Taco Bell (As-Built, Bond Release)	Emily/Katie/Lydia		Landscaping bond was released following inspection and approval by Town Engineer.
Crossroads Village, Kiddie Academy (Construction)	Katie/ Lydia		Kiddie Academy re-submitted as-builts on 04/02/2026. Comments by Town Staff are due back 05/04/2026.
Karter School (Plan Review)	Katie/ Lydia		Plans resubmitted 04/14/2026, resubmission incurred a fee, owner has paid in full. Town Staff will return comment by 05/14/2026.
Self Storage (preliminary plan)	Katie/ Lydia		After a waiting period to confirm payment, Town Staff has moved forward to review plan. Comments are due back May 1st.
Haymarket Lifetime Smiles (As-Built, Bond Release)	Emily/Katie/Lydia		Town Staff received As-Built submission from developer 04/13/2026, comments are due back 05/13/2026
Bleight Drive Townhomes [Magnolia Crossing] (Plan Approved, Bond	Emily/Katie/Lydia		Demolition Permit Expired, applicant has not reached out to Town Staff regarding renewal.

South Fayette Street - 6792 & 6794 Fayette (Chestnut Tree LLC Lots)	Emily/Katie/Lydia		Town Staff provided comment to developer and engineer (April 9th), staff is awaiting next resubmission.
Jordan Lane	Emily/Katie/Lydia		Town Staff meet with developers on 04/14/2026 to discuss a by-right Jordan Lane subdivision development (8 single family homes averaging 1 acre lots). The development is happening in coordination with a potential townhomes development on the PWC line on Old Carolina Road.
Jefferson/Fayette St Site Plan (Bond Release, As-Built)	Emily/Katie/Lydia		Developer has followed-up that they intend to have landscaping amendments finalized in near future. Town Planner provided additional concerns regarding E&S inspection findings (sump pump discharge and re-seeding) as will as touch-up/replacement of concrete apron.
B&M Steel	Katie/Lydia		Town Staff meet on-site (04/02/2026) and followed-up on 04/08/2026 to discuss on-going flooding issues on site. Staff determined B&M Steel required a site plan for all site improvements.
QBE/Schoolhouse Rezoning	Emily/Katie/Lydia		Planning Commission made a resolution to recommend approval to the Town Council on the April 14th meeting. Graystone Developer is setting a meeting with Town Staff the week of April 27th to discuss waiver submission to the ARB.
Violation Notices	Lydia		Town Planner rode with Haymarket Officer/Maintenance to check-up/identify zoning violations in town (04/20/2026).
Comprehensive Plan	Emily/ Lydia	Goal 2: Promote Fiscal Responsibility and Organizational Excellence (Action 2.3)	Town Planner to begin preparing for Comprehensive Plan, taking steps to review surrounding localities, and consider newly adopted strategic plan for inclusion in Comp Plan. Progress meeting set with Emily for April 24th & 27th.
Zoning Ordinance Review	Emily/ Lydia		Town Planner will begin work reviewing Ordinance Use Chart, Definitions, and Signage. Changes to be tracked in separate document, will review progress with Emily April 24th & 27th

Town Clerk			
Board/Committee Updates	Kim	2.3 Research rules of engagement, roles and responsibilities of liaisons and council members	Planning Commission met on April 14th. They considered the rezoning application for 14600 Washington Street and made a recommendation of approval to the Town Council. Council will now need to set a public hearing date on the matter. We still have an ARB vacancy. This seat has been open since September and needs to be appointed. I started handing out candidacy papers for Town Council. These must be submitted by June 16th to the Board of Elections in Manassas.
Agendas/Minutes	Kim	2.3 Research rules of engagement, roles and responsibilities of liaisons and council members	At the VMCA conference, I met with CivicPlus who is the host for our Agendas and Minutes software. They will be migrating to a new system. Deadline is June 30, 2027. I have set up a webinar to gather more information. I need to have minutes signed before I can post on the website. I have put the Code of Ethics back on the agenda as it will relate to the Council Training and Travel policy.
Directives	Kim	6.1. Complete and implement the communications plan for the Town	Supervisor George Stewart will be attending the April 27th Work Session to give the quarterly County updates. I have tentatively scheduled a business for the Business Spotlight at the May regular meeting. I am waiting on a confirmation
Outside Meetings/Conferences	Kim	2.4 Investigate opportunities to network with other small-town jurisdictions	This is a busy time for all localities as most are in the middle of their FY27 budget work sessions. With that, TANV is taking a short break and will start their meetings back up on June 3 with Haymarket hosting.

Maintenance	
Town Park/Playground	Trees on west side of park are dropping more dead branches. So far none by the playground. Small tree down and debris on back left corner of park need to be cleared (back corner of Baptist Church fence).
Town Hall	Outdoor unit compressor for town hall will be replaced in the next week. Identical unit above second floor conference room failed, waiting on estimate for that unit.
Copper Cricket	Changed air filters, nothing else to report at this time.
Cupcake Heaven	Cellar flooded, found sump pump intake clogged with ceiling insulation. Cleared pump and working normally. Recommend replacing insulation.
Old Post Office Building	A/C turned on. No other issues at this time.

Museum	No issues at this time. Currently Planning summer deck cleaning and flowers.		
Events	Farmers market completed. Summer pergola design in progress.		
Streetscape	Two broken bulbs on Washington street , hotel lights, and globes at villages of Haymarket to be completed this week (waiting on light bulb shipment)		
Event/Business Marketing			
Farmers Market	Julia		Applications for the 2026 season opened on February and we have received over 100 applications. Reviewed all applications and notified vendors of their acceptance status. I am working through the map of the market and will have that finalized within the week. I am continuing to reach out to musicians. I have also started to brainstorm ideas for special market days. The farmers market orientation was held on April 2nd. Working with Skipper Films to create a video highlighting some of the farmers at our market. Opening weekend of the farmers market was a great success with a large crowd. I received positive feedback from all who attended. Our mother's day market will take place on May 10.
Summer Concert 8/15	Julia		Starting to discuss potential themes and decoration ideas for the 2026 concert. I have begun reaching out to potential bands for this event. Potters potties, picnic tables, and the stage have been ordered and confirmed for the concert.
Haymarket Day	Julia		I have started discussing the layout for Haymarket Day this year based on feedback from last years event. All rentals have been booked and confirmed. I reached out to PWCS transportation department to discuss shuttle bus options for the event. I have started to discuss potential themes for this years parade. I have also started to reach out to potential bands to perform. Applications have been updated and will be available on June 1st. Potters potties, picnic tables, and the stage have been ordered and confirmed for the concert. Continuing to respond to inquires regarding participation in Haymarket Day.
Holiday Event 12/12	Julia		Holiday Bazaar application has been updated. All rentals have been confirmed for this event.
Event Misc.:	Julia	Goal 4.5 Investigate ways to engage face to face with existing businesses. Goal 4.4 Investigate ways to use economic development funds and increase participation at the Business round table Goal 4.6 Develop a plan to highlight the business community Goal 5.2. Develop a plan of recognition of historical of historical sites through a walking program ad signage program.	Coordinating film days with Skipper Films for the business roundtable winners. (Goal 4.4). To date, we have secured \$29,000 in sponsorships. I have started to reach out to potential sponsors for the upcoming fiscal year and already have a confirmed sponsor. Continuing to have meetings regarding the Senior Resource Summit which will take place on April 23rd. Working on logistics for the Bob Weir Day which will take place on April 27th. Starting to discuss plans for the Government Open House as well. I am started to discuss this years walking tour with PWC Office of Historic Preservation and request their help on an oral history option for the walking tour. Reaching out to PWC Economic Development to present at our May Business Roundtable.
Social Media/Website/GOGov	Emily/Alexandra/Julia	Goal 4. Foster Economic Development, Tourism, and Support Town Businesses Goal 2.4 Create and distribute a Town Services "one-pager"	Respond to messages and comments on Facebook. Post/Re-share business updates and happenings on social. Town notifications continue to go out on Facebook & GOGov for events, meetings, and public notices. GOGov app was promoted during Haymarket Day, Farmers Market, Summer Concert, and the Holiday Bazaar. The request feature on the My Haymarket app is available and I have continued to advertise that. As of March 9th, we have a total of 792 app downloads. Updated the Community Connection one pager to include all forms of communications and the services provided in the Town. The new website is coming along and will launch on March 26th.
Deputy Clerk/Administration			
Newsletter	Alexandra	6.1. Complete and implement the communications plan for the Town	2nd Quarter newsletter is out and posted in town display boards; also delivering copies to businesses with their business license
Real Estate Tax	Alexandra		continue to respond to tax inquiries; record payments and maintain up-to-date accounts; update and apply finance fees
Administrative	Alexandra		manage daily mail and respond to resident and business inquiries; process purchase orders and enter monthly invoices into QuickBooks; prepare invoices and payments for finance meetings; maintain filing system; manage and record meals tax, tenant payments and engineering fees; follow up on outstanding invoices; manage late 2025 BPOL filings; process incoming BPOL applications and begin delivering to businesses; process farmers market applications and event invoicing;
ARB	Alexandra	2.3 Research rules of engagement, roles and responsibilities of liaisons and council members	The April ARB meeting is scheduled for April 22, with one sign application on the agenda.

Office Misc.:	Alexandra		Attended the VMCA Clerk conference April 15-17; learned Code of VA sections clerks should be familiar with; received some good refreshers on FOIA, time management, and, as always, clerk connections; assisted with PC Meeting and farmers market; provided support to other departments/staff as needed. Starting to advertise for open spots for the Military Banners which will be hung in May.
New/Old Business Updates			
New Businesses			

Police Department Report to Council

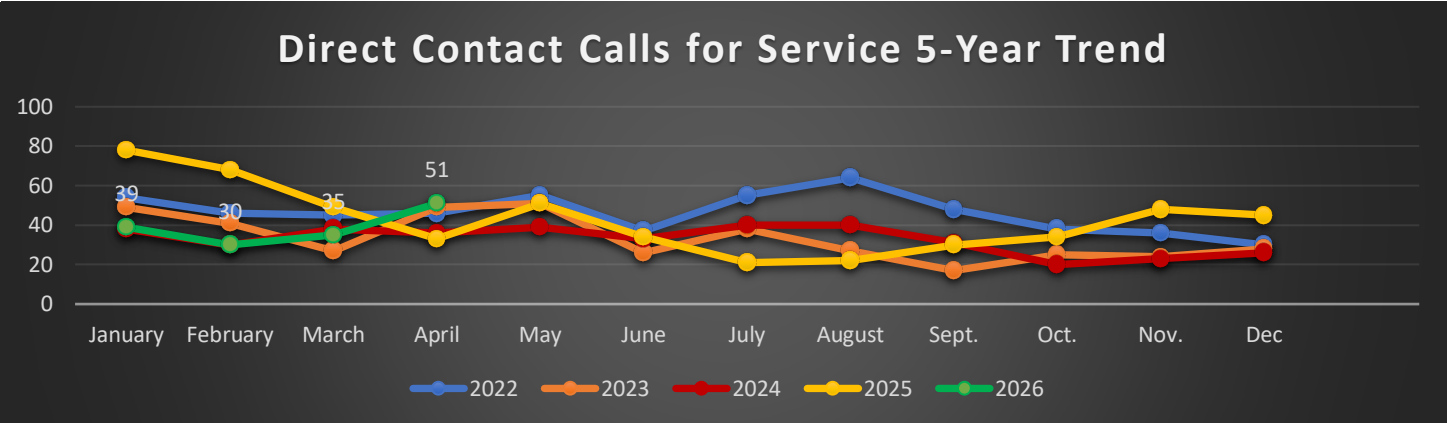
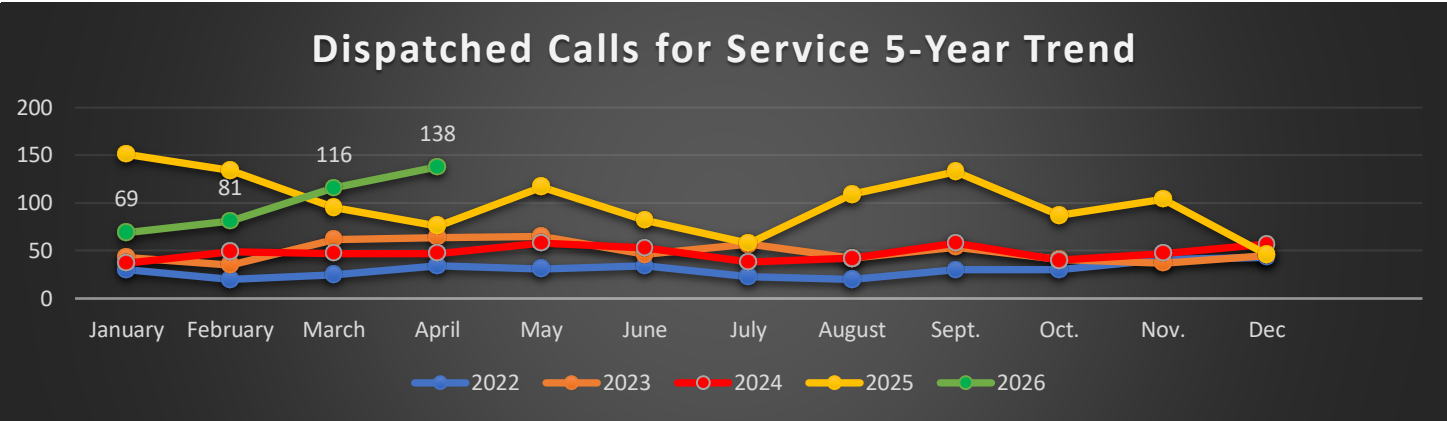
Activity Period March 15, 2025 to April 14, 2026

Calls for Service: Reportable, non-reportable, and deferment calls for service received from Prince William County Dispatch, through direct contact with citizens, or initiated by the police officers through their observations.

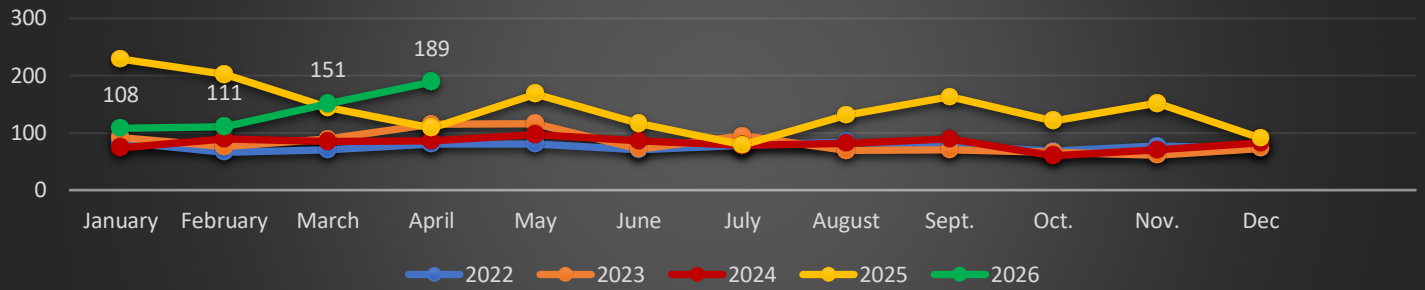
- Reportable Calls: 12
- Non-Reportable Calls: 177
- Deferments: 0



Trending Data on Calls for Service



Combined Calls for Service 5-Year Trend



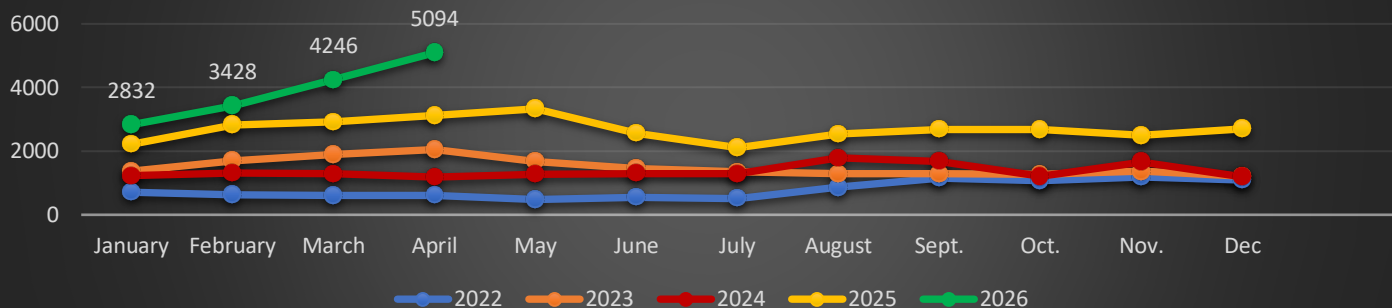
Business Checks and Foot Patrols: These checks are a proactive approach to assure safety, security, and crime prevention at all local businesses. Officers will speak directly to the business owner(s) or staff, providing the opportunity to discuss issues or concerns they may have. Officers will conduct physical checks when the business is closed to ensure that all doors and windows are locked. Officers will also conduct foot patrols in residential and commercial areas allowing community members to engage in discussion while simultaneously preventing crime. Lastly, enhanced patrols are conducted by officers in specific areas to deter criminal activity or traffic violations.

- Personal Contact: 57
- Physical Check: 4,683
- Foot Patrols: 24
- Enhanced Patrols: 330

2026 Business Checks and Foot Patrols

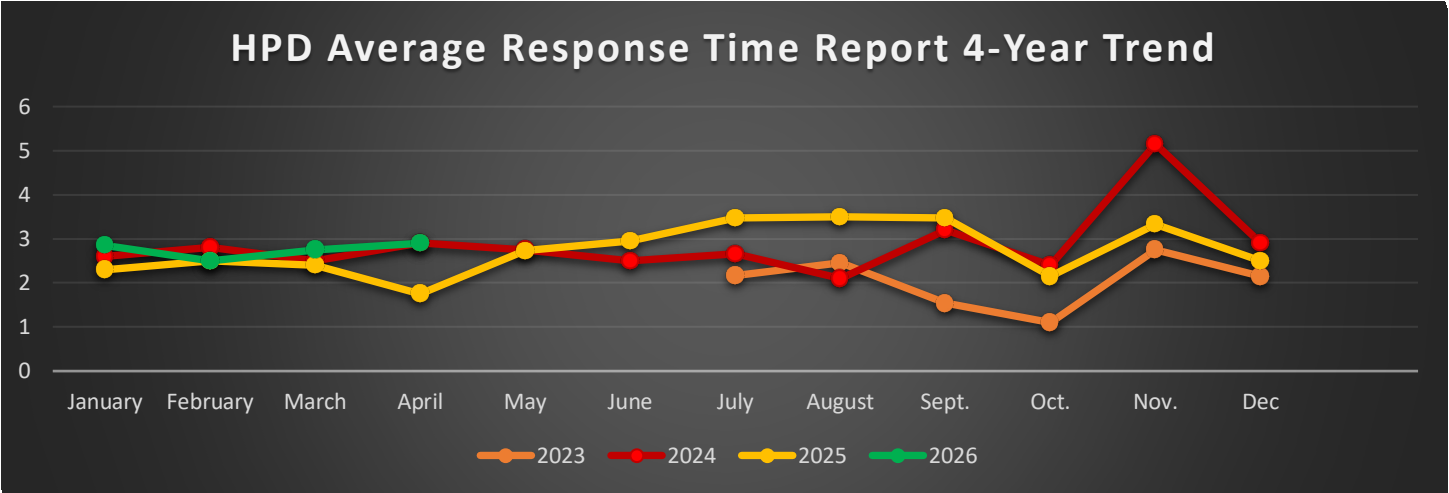


Officer Initiated Calls for Service 5-Year Trend



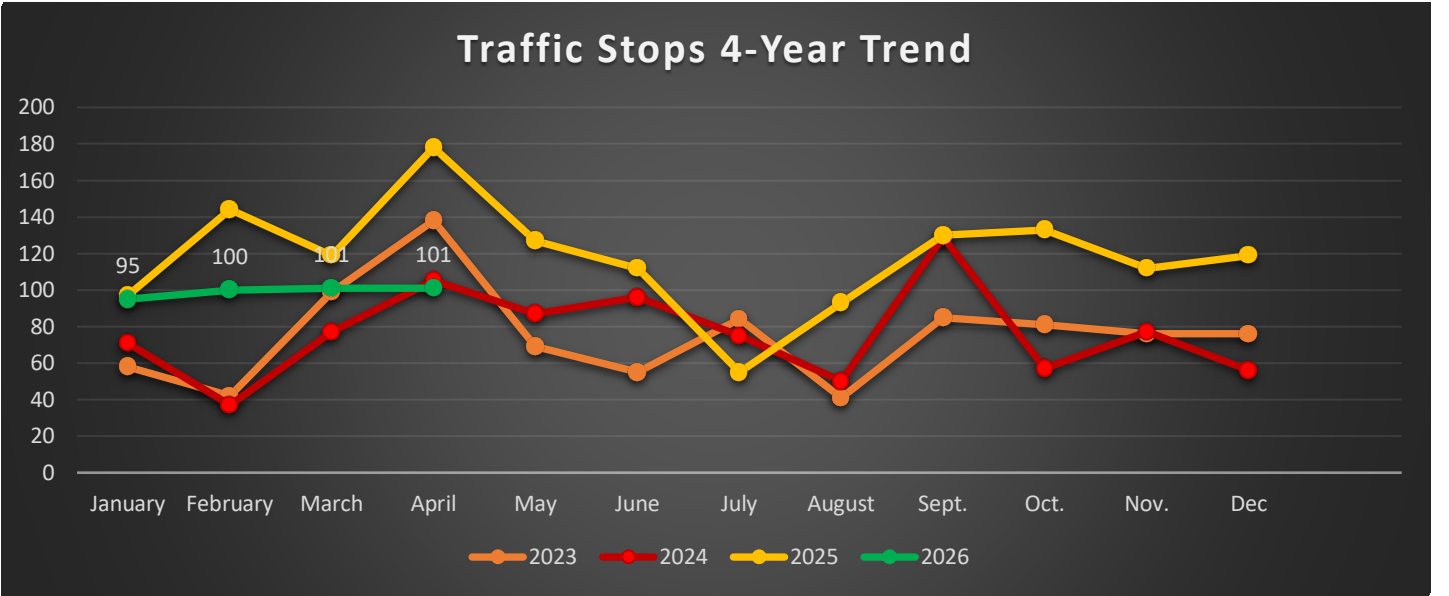
Average Response Time: This is the average of all response times to calls for service answered by Haymarket Officers.

- 2 minutes 55 seconds



Traffic Stops: Haymarket Police Officers are tasked with keeping the Town of Haymarket a Pedestrian Friendly Town. Officers achieve this goal by keeping a high-profile visibility during routine patrols and conducting RADAR operations throughout the town. Although a vehicle is stopped, the officer may issue a summons or use the interaction as an educational moment thus providing a written or verbal warning.

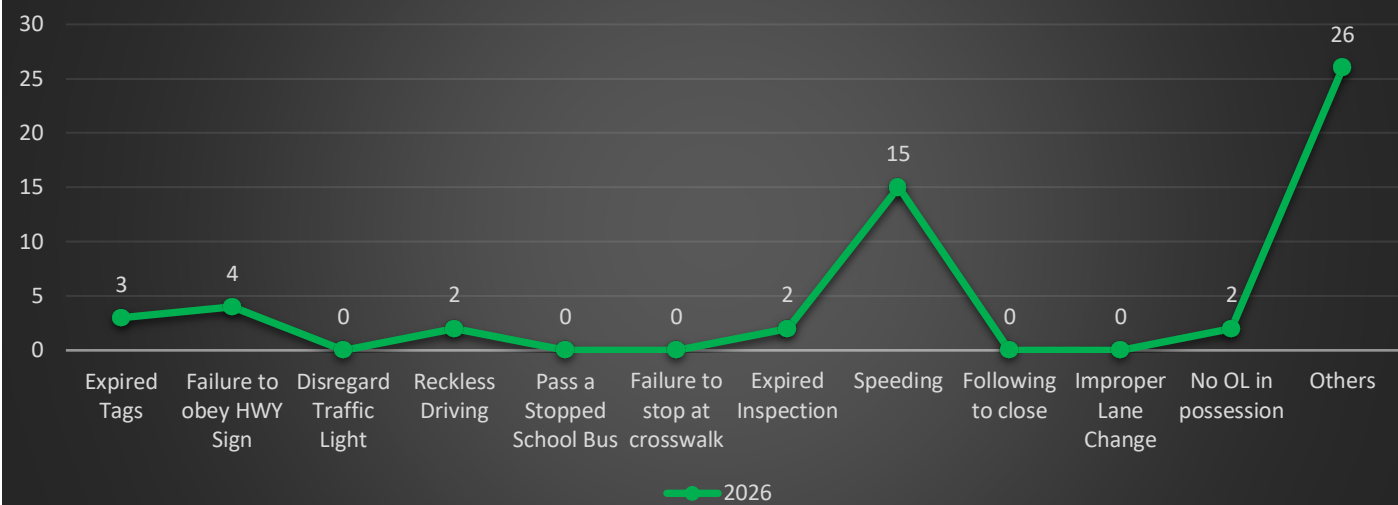
- Traffic Stops: 101
- Summons: 54
- Warnings: 73



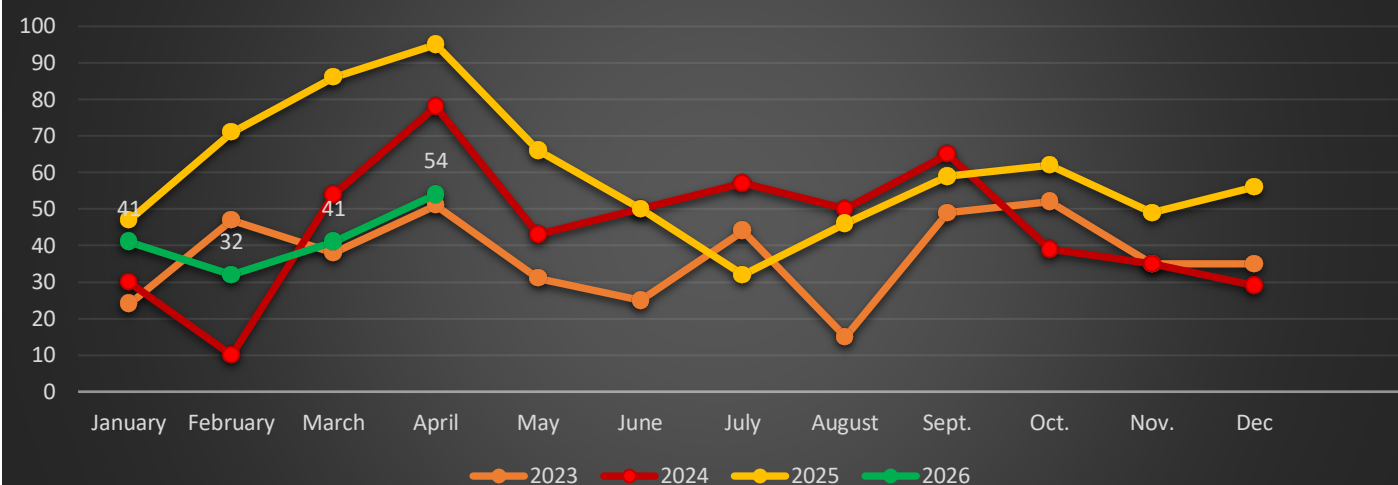
Traffic Summons Issued: Summons issued for traffic violations. 54

- | | |
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| 46.2-646 – Expired Registration – 3 | 46.2-830 – Failure to obey a highway sign – 4 |
| 46.2-833.1 – Disregard a traffic light – 0 | 46.2-852 – Reckless Driving – 2 |
| 46.2-859 – Pass a stopped school bus – 0 | 46.2-924 – Failure to stop at crosswalk – 0 |
| 46.2-1158 – Expired inspection – 2 | 46.2-874 – Speeding – 15 |
| 46.2-816 – Follow to close – 0 | 46.2-804 – Improper Lane change – 0 |
| 46.2-300 – No operator’s license – 2 | Others – 26, (25 Hand-free Violation and 1 Seatbelt Violation) |

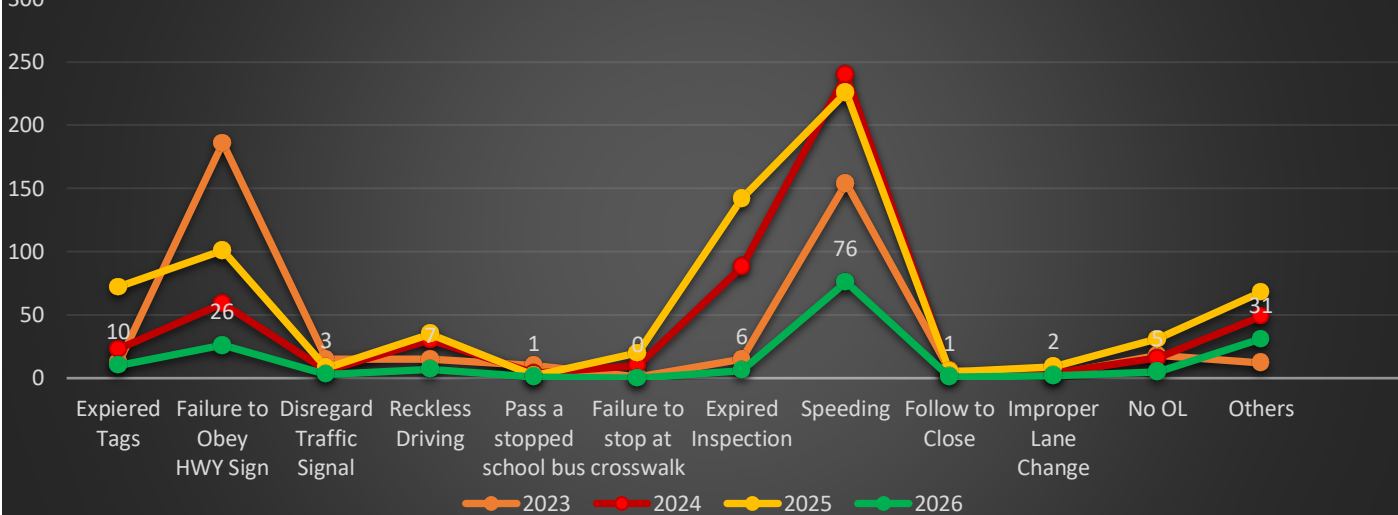
March 2026 - April 2026 Traffic Violations



Traffic Summons Report by Month 4-Year Trend



Year to Date Traffic Violations 4-Year Trend

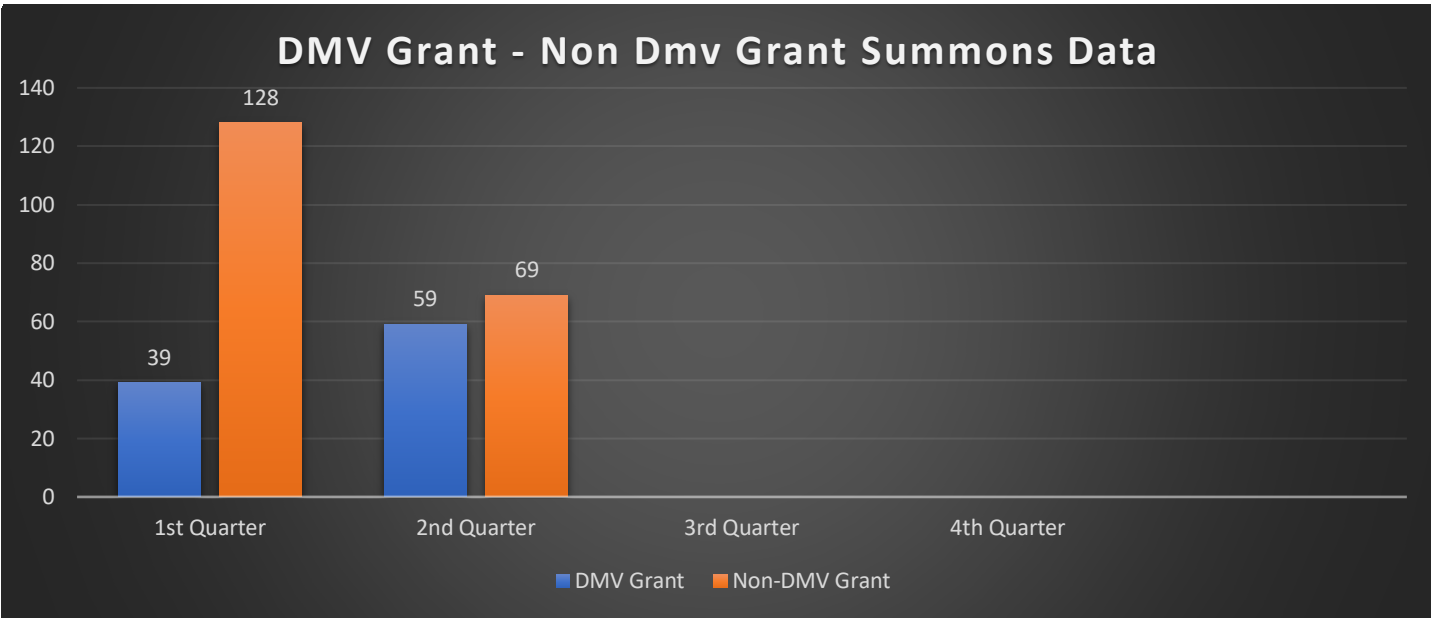
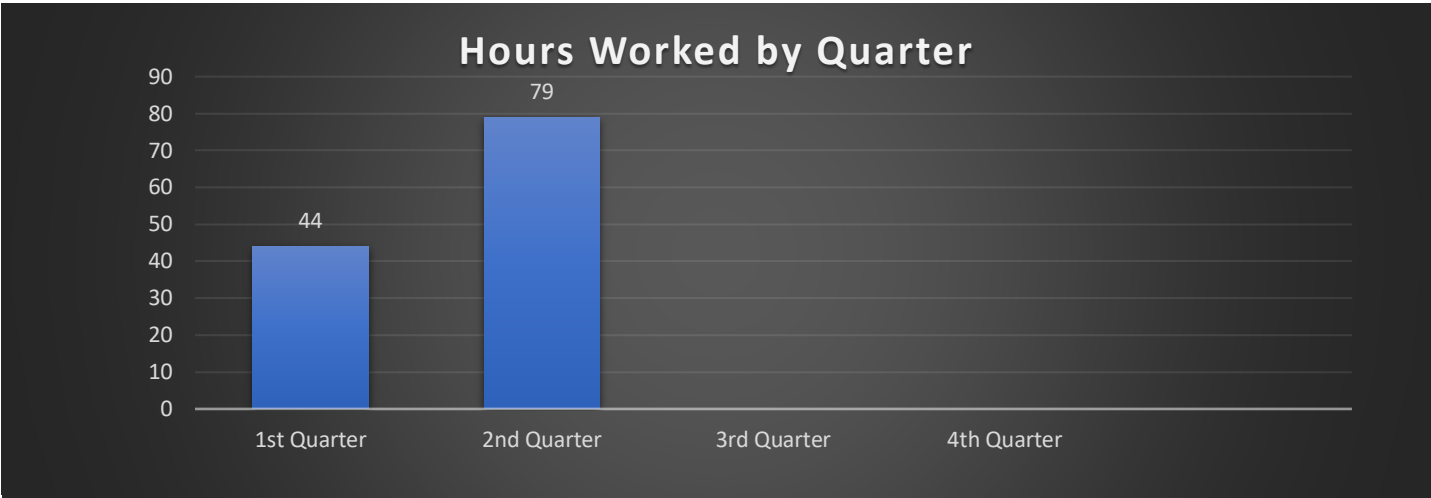
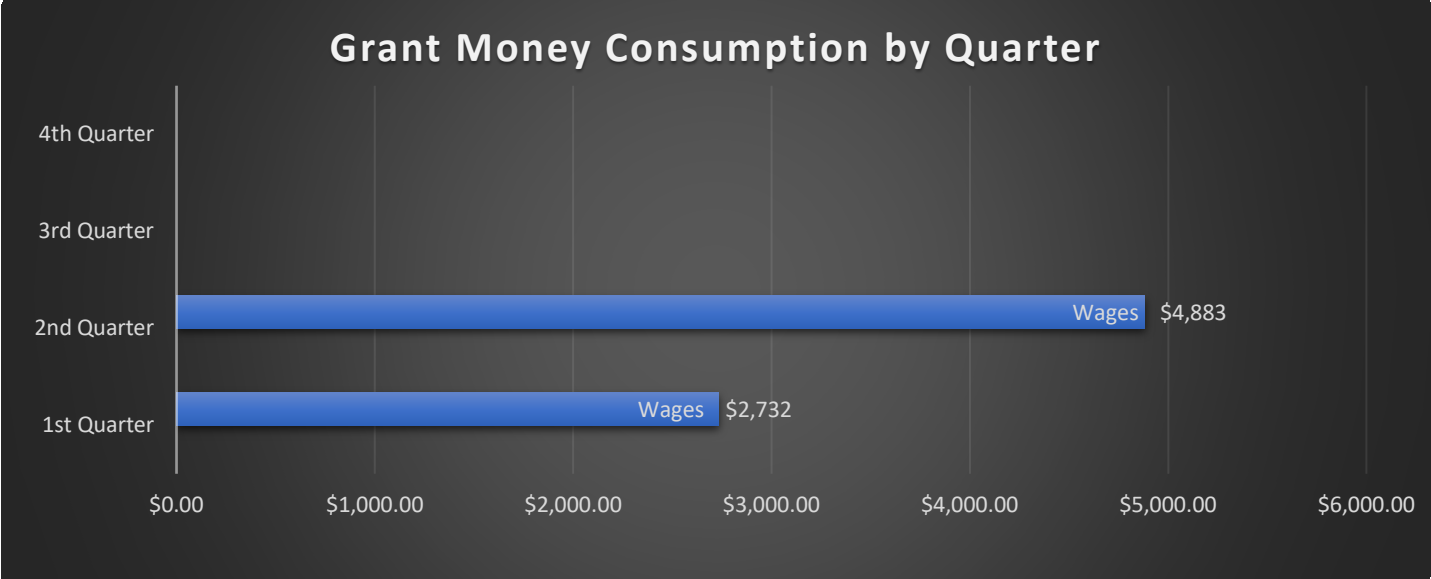


Total Summons Issued 2026: 168

DMV Grant: Quarterly reporting October 1, 2025 through September 30, 2026

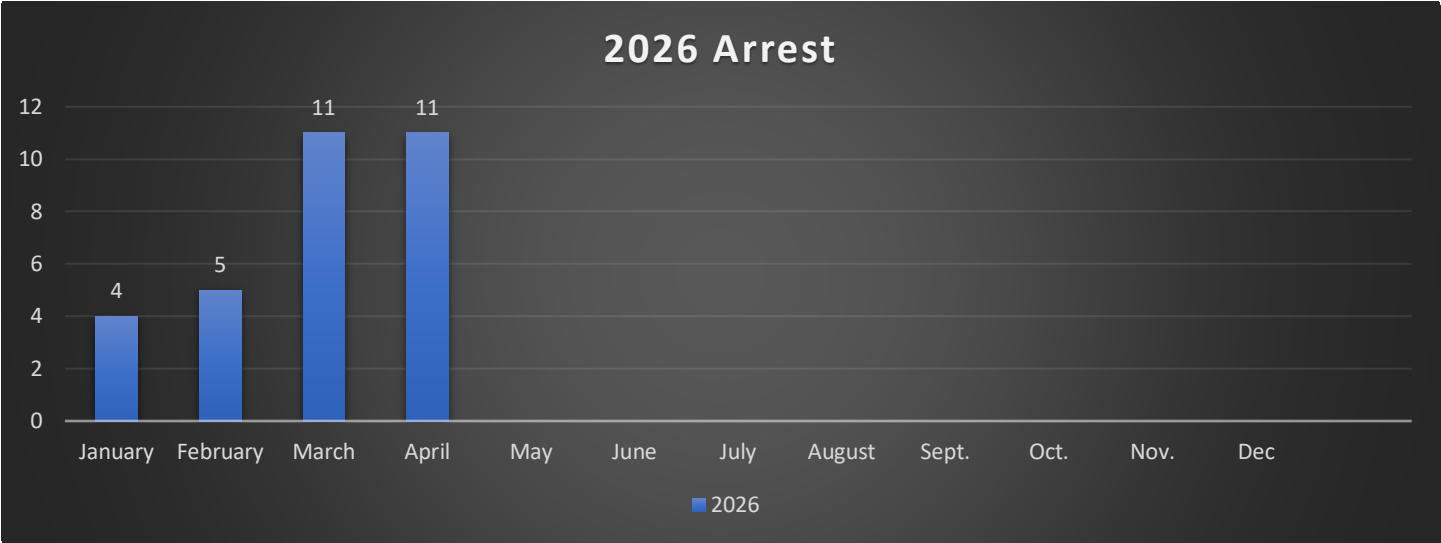
Section V, Item1.

Grant Award Amount Total: \$20,240 - 1st & 2nd Quarter Consumed: \$7,615 - Remaining Amount: \$12,625



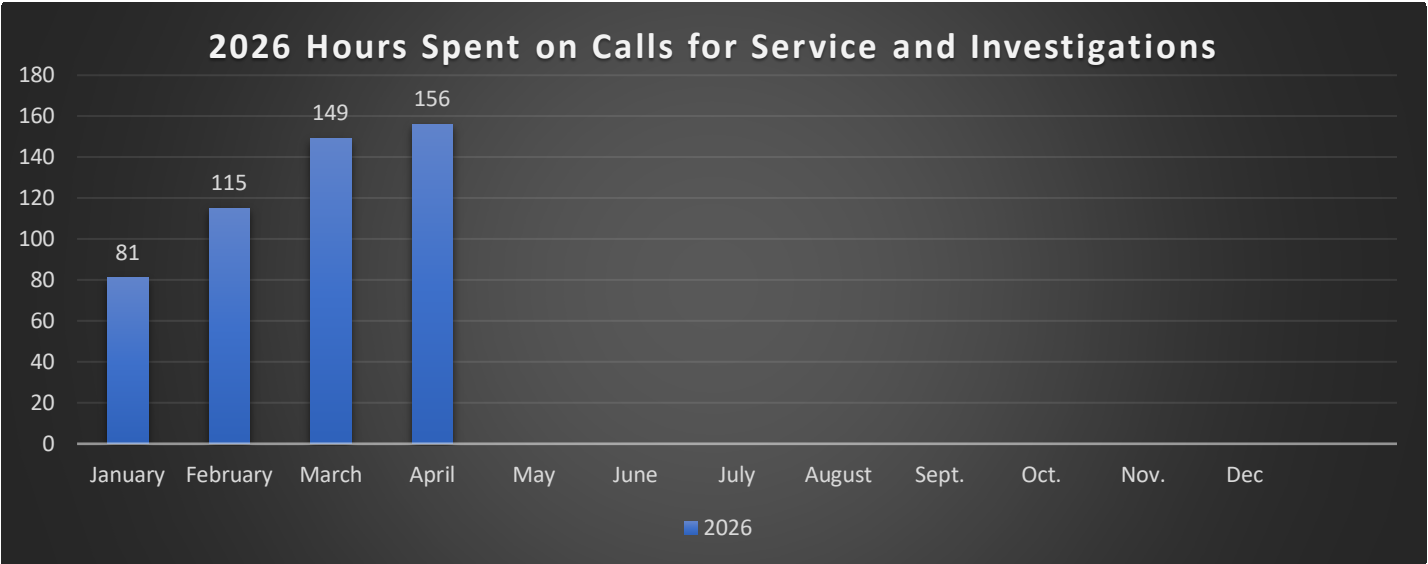
Arrest: These numbers reflect all arrests made by Haymarket Officers to include warrant, without warrant jurisdiction papers.

- Misdemeanor: 6
- Felony: 5



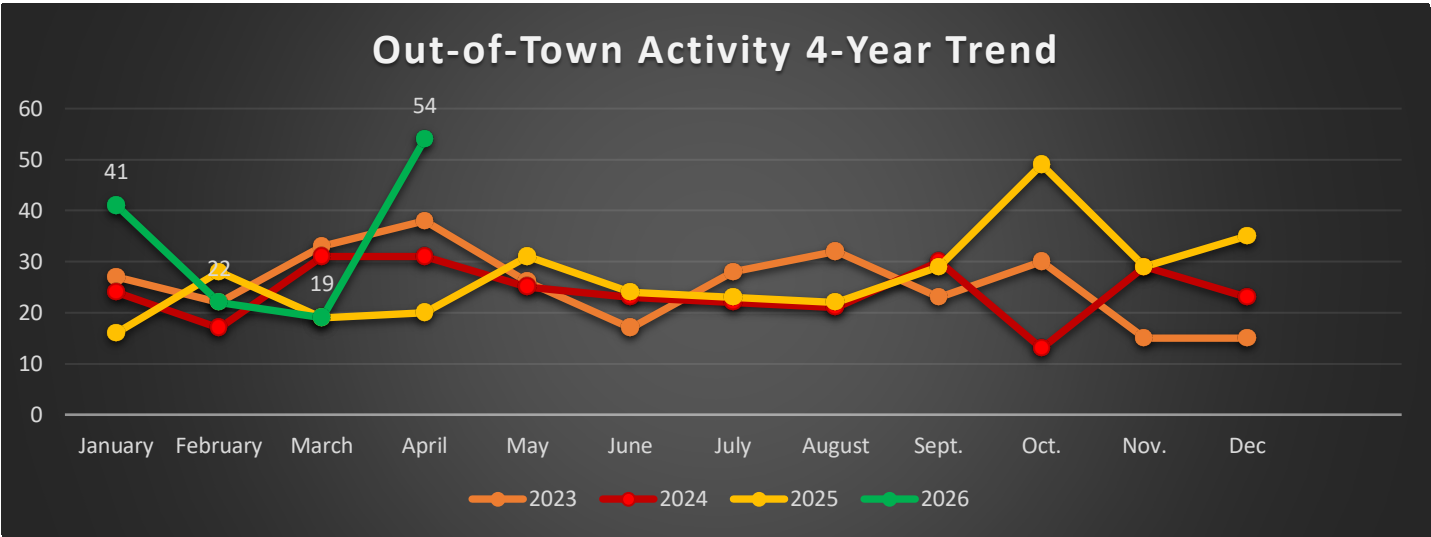
Hours spent on Calls for Service and Investigations: These numbers reflect the amount of time officers spend answering calls for service and conducting follow-up investigations, interviews, and reports.

- Calls for service: 127
- Follow-up Investigations: 29

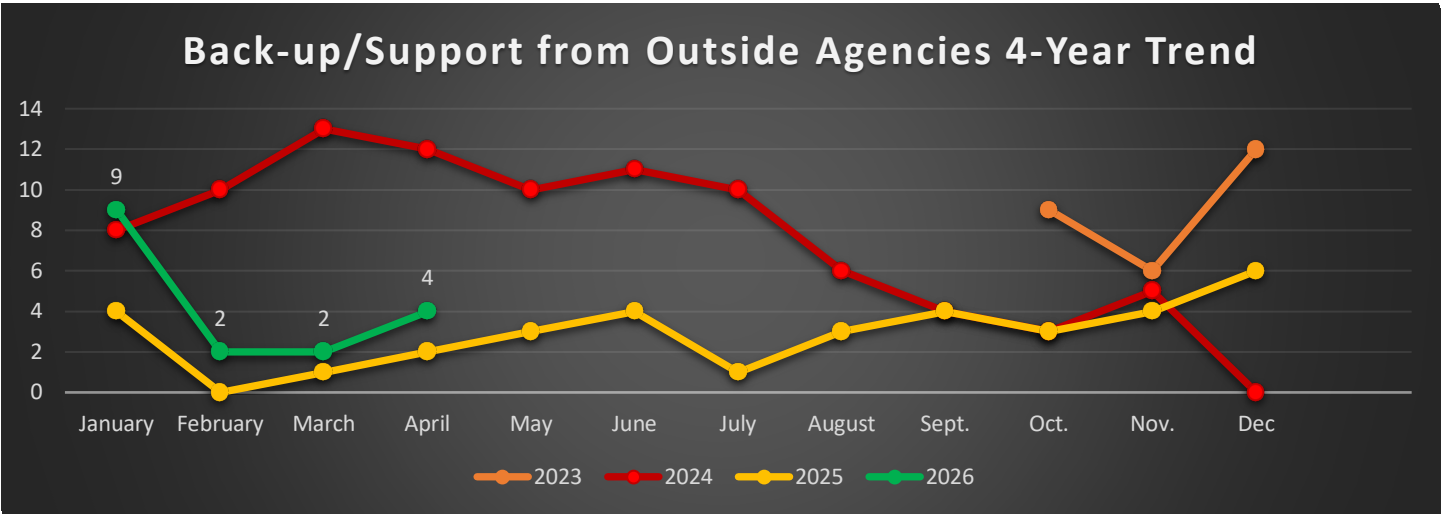


Out of Town Activity: On occasion, Officers will assist Prince William County Police Department, Prince William Fire Department and Virginia State Police with calls for service outside of town.

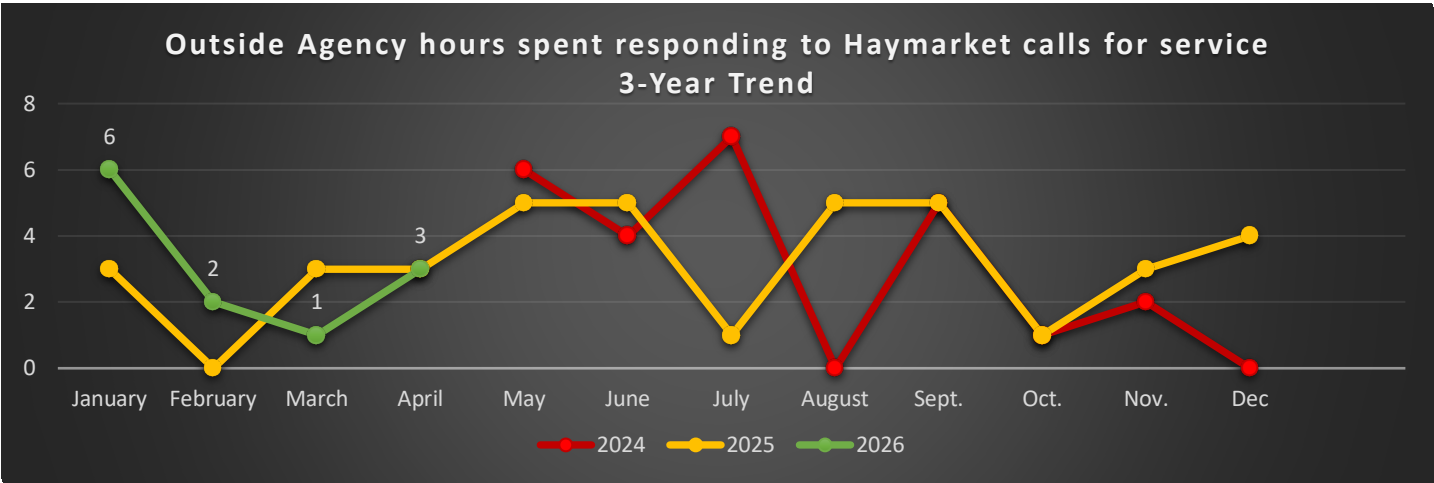
- Back Up: 54



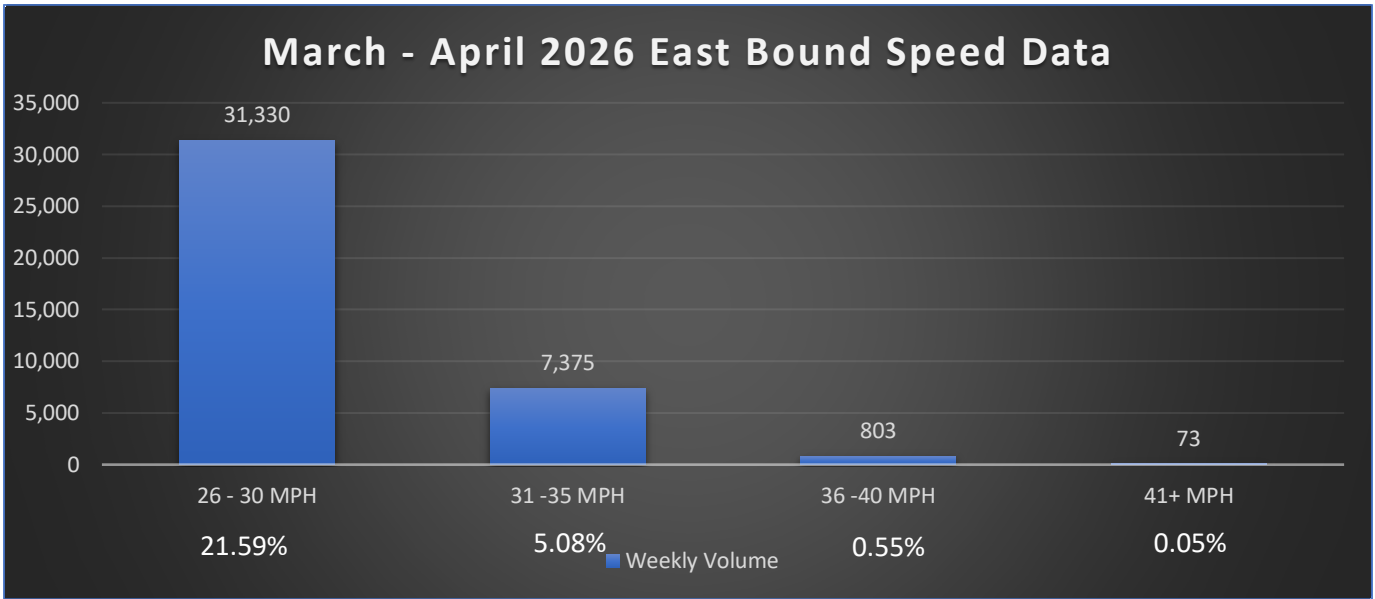
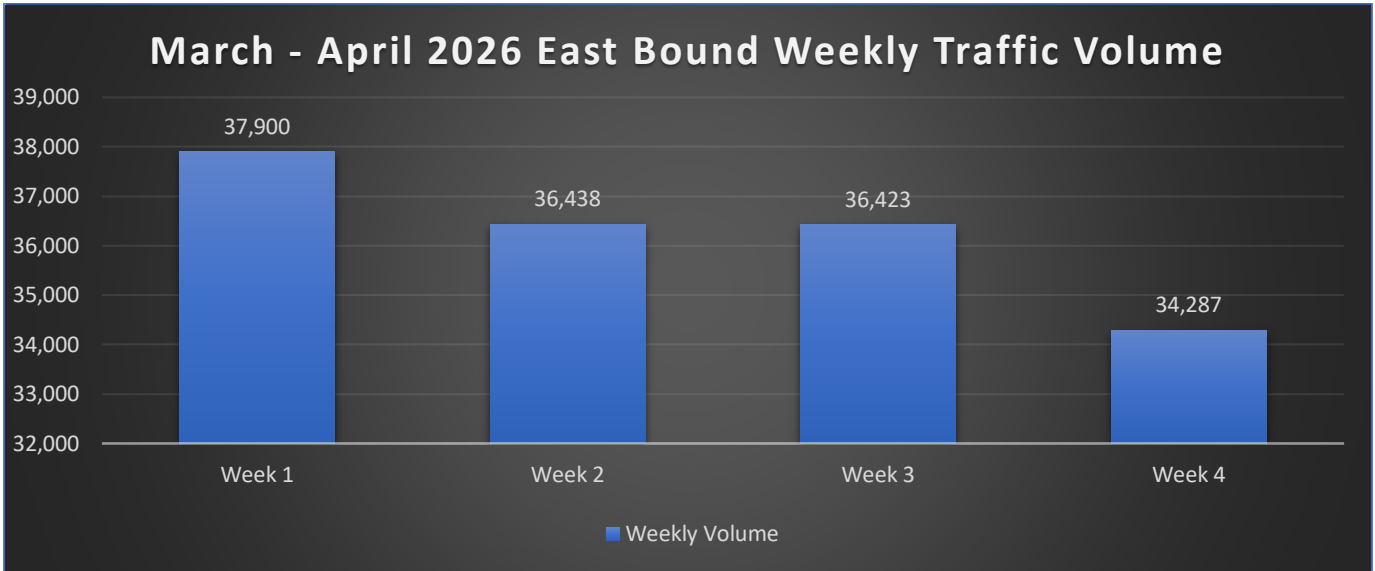
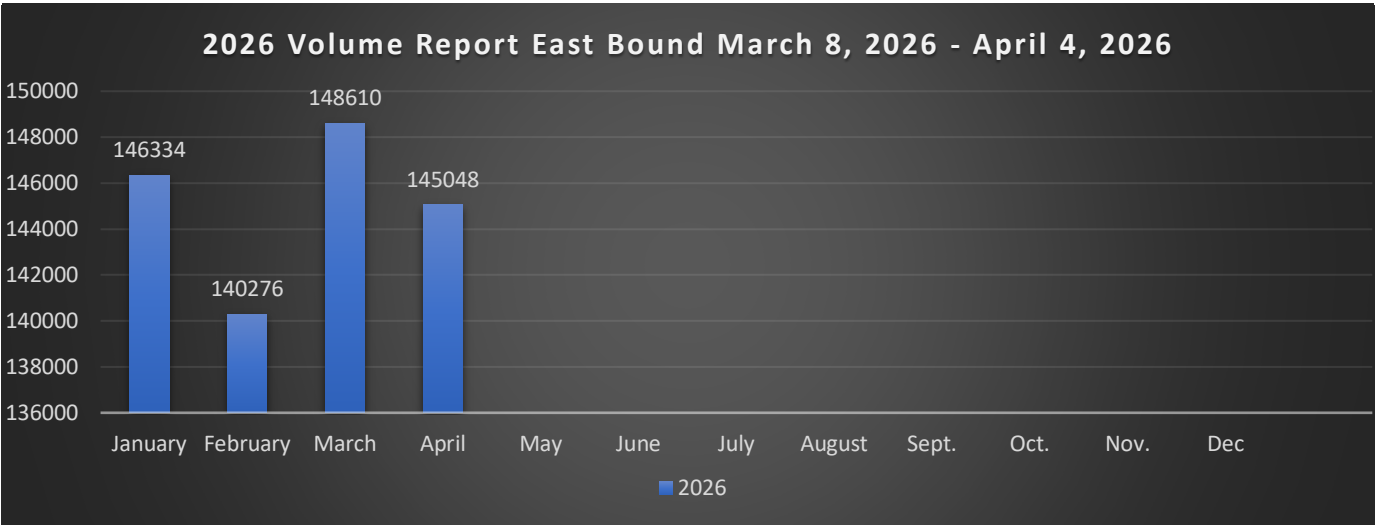
Request for Outside Agencies to Assist the Haymarket Police Department in corporate limits: 4



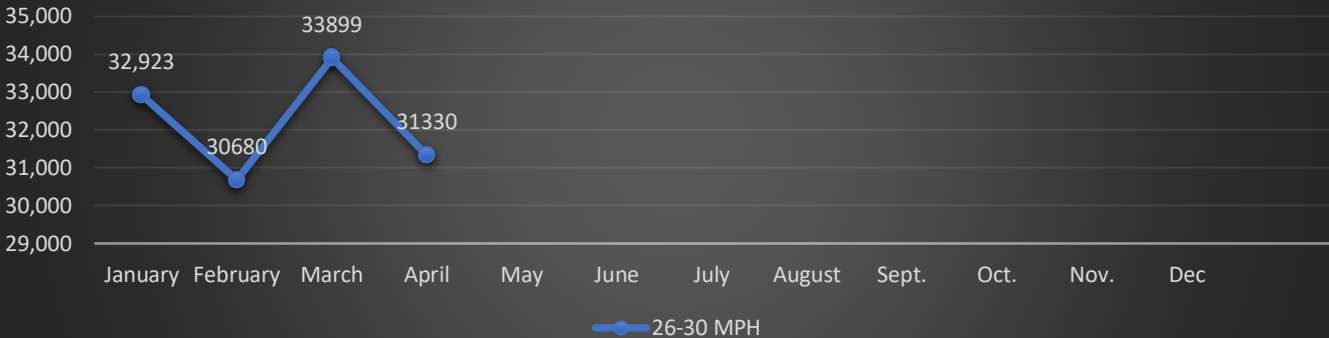
Time spent by outside agencies on calls for service as primary responders: Approximately 3 hours



Monthly Traffic Volume



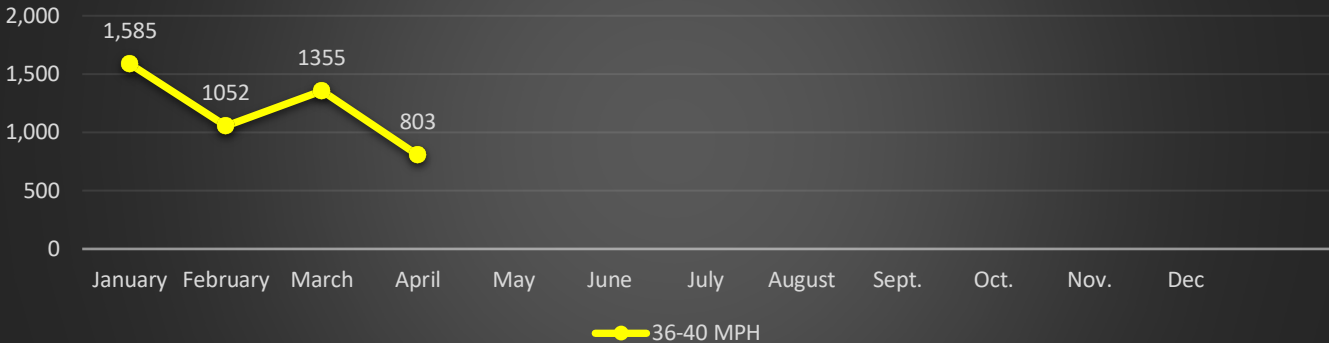
Speed 26-30 MPH Annual Trending East Bound



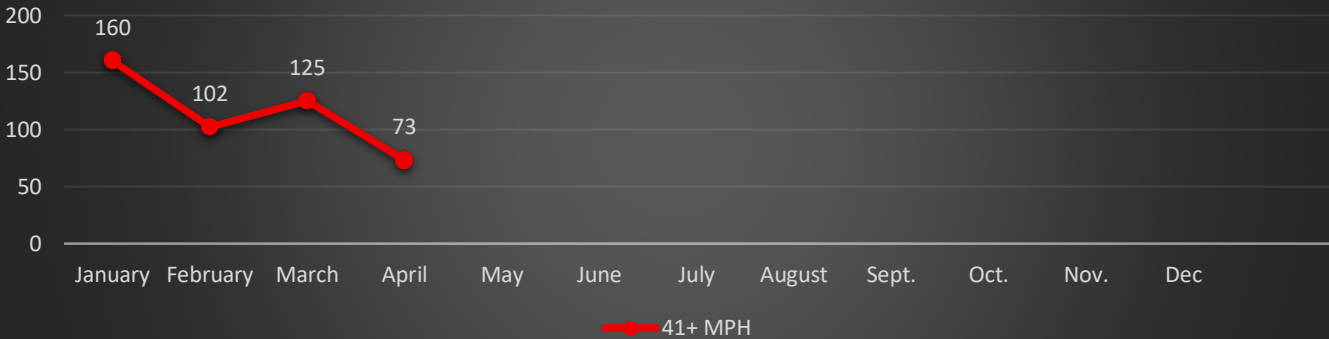
Speed 31-35 MPH Annual Trending East Bound

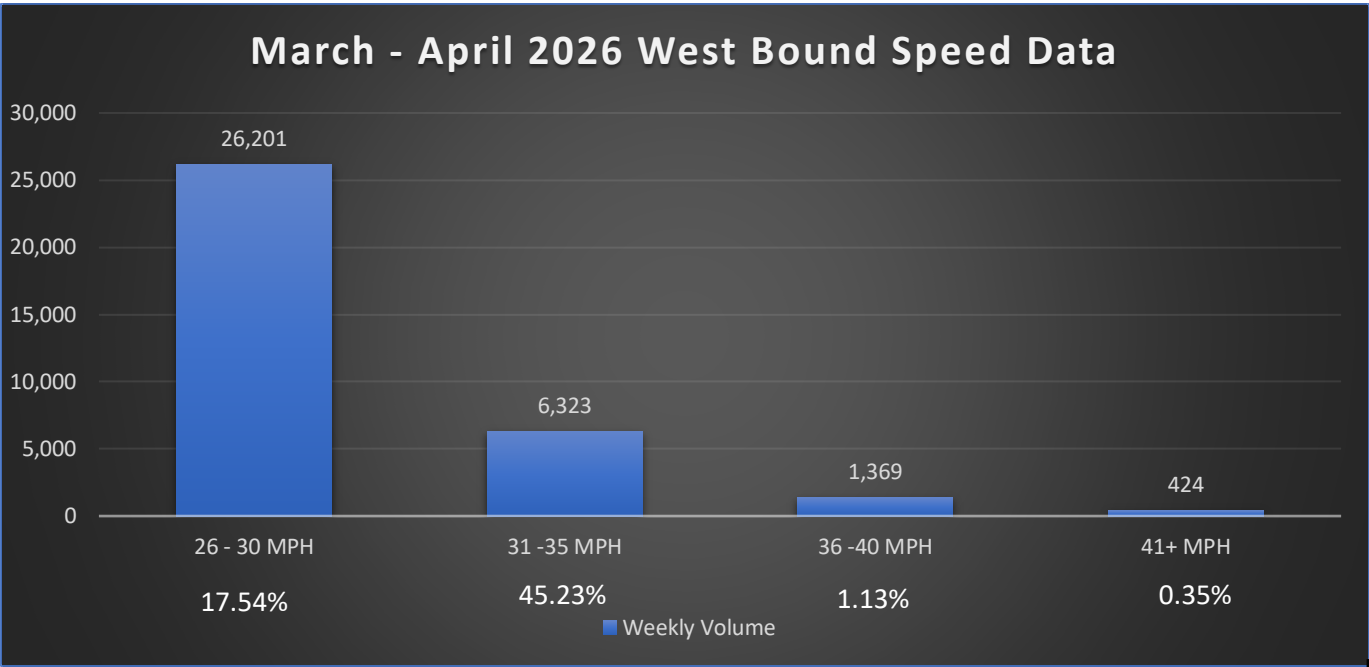
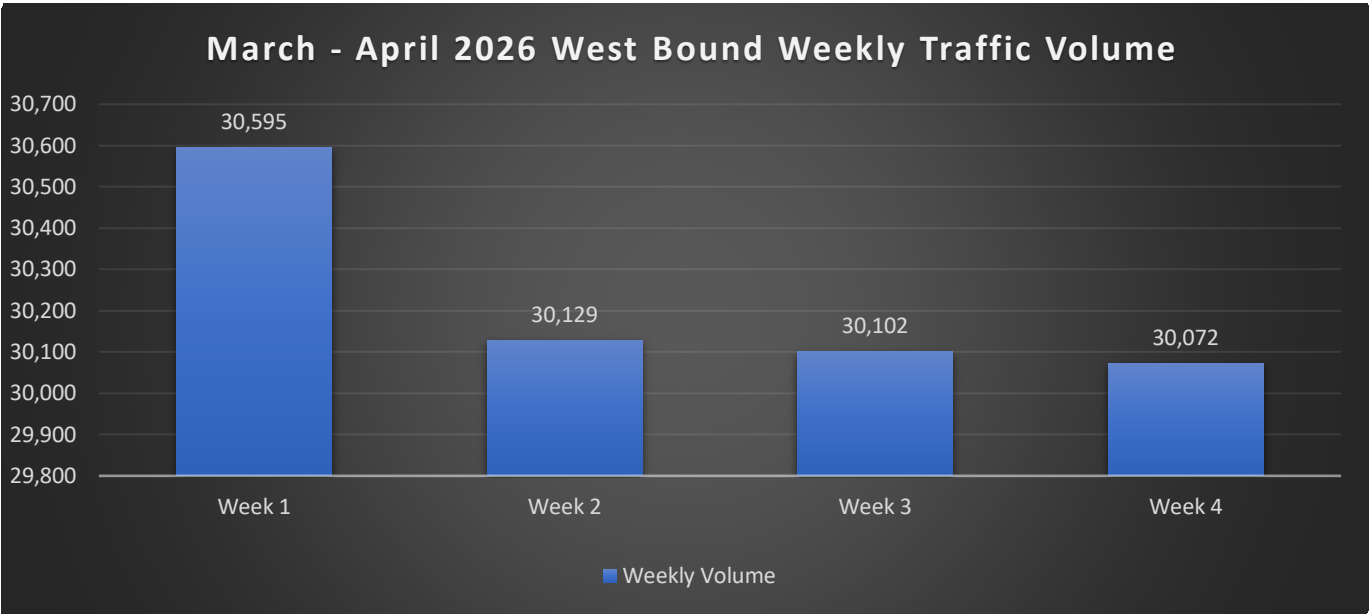
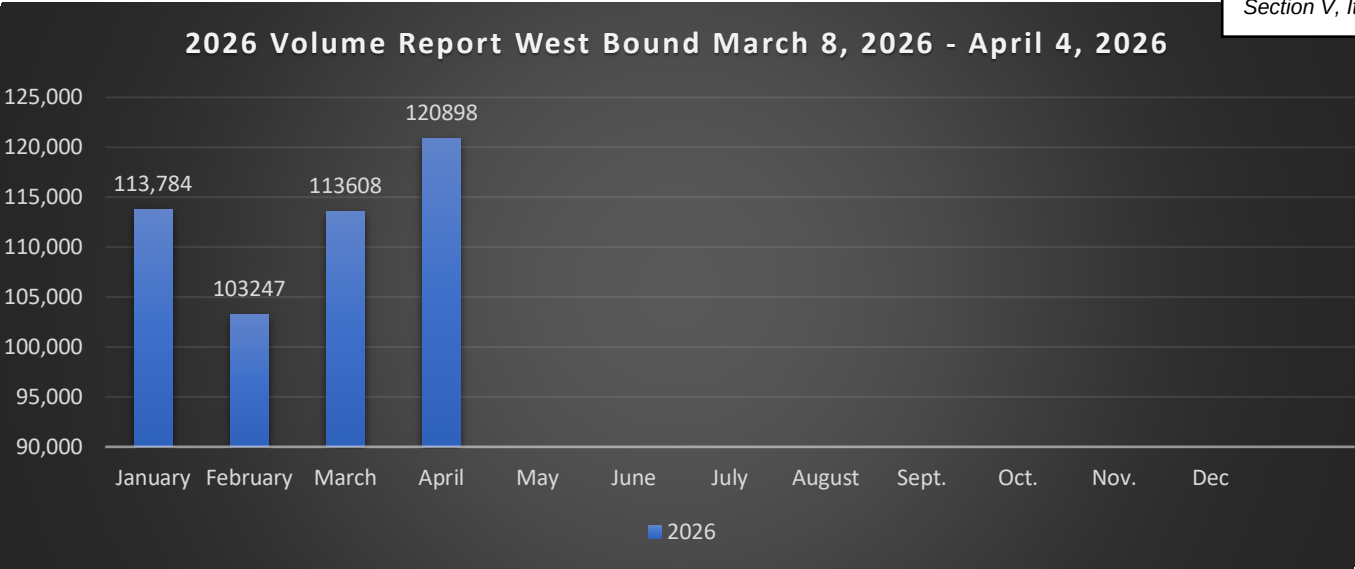


Speed 36-40 MPH Annual Trending East Bound

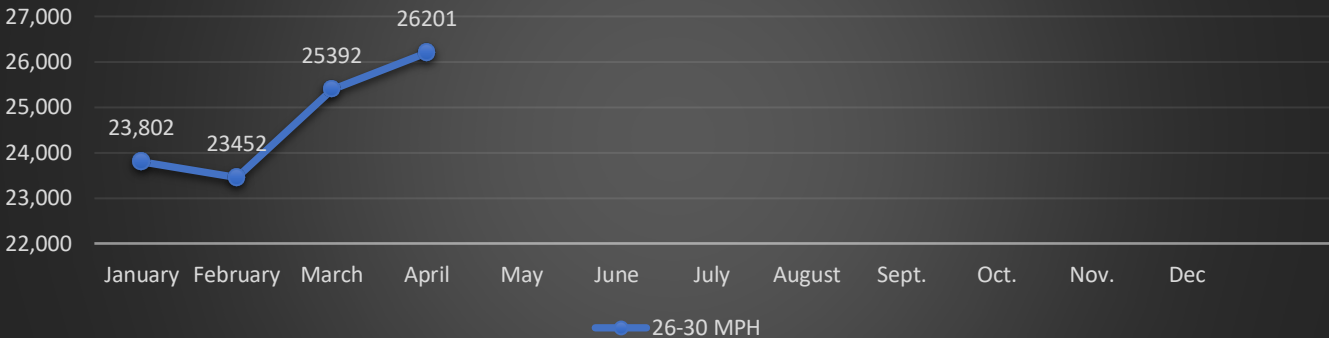


Speed 41+ MPH Annual Trending East Bound

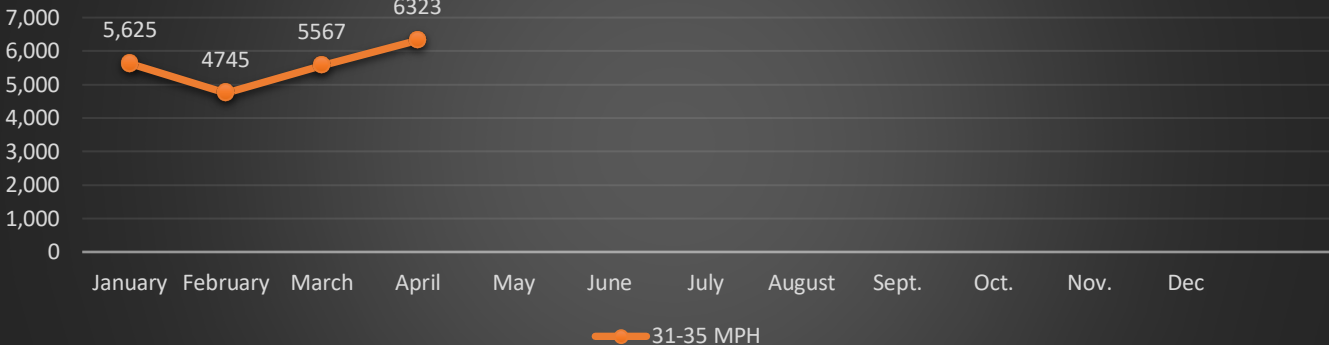




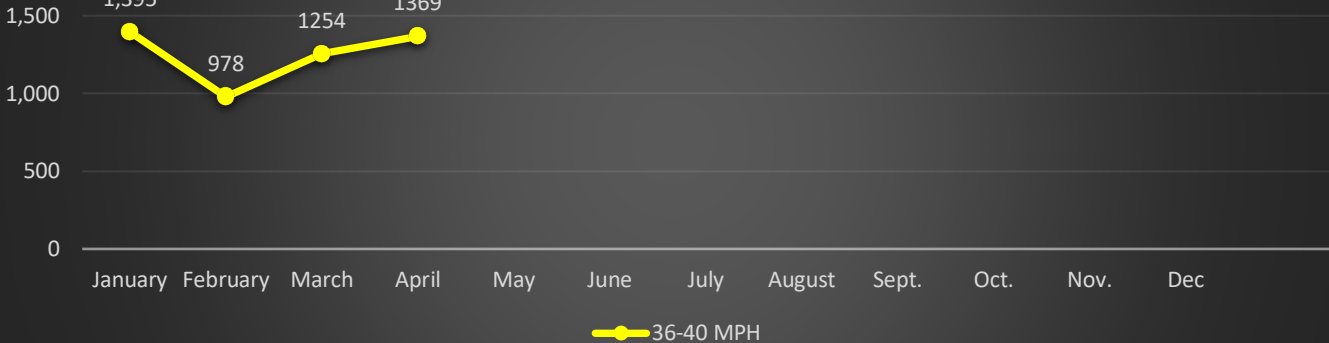
Speed 26-30 MPH Annual Trending West Bound



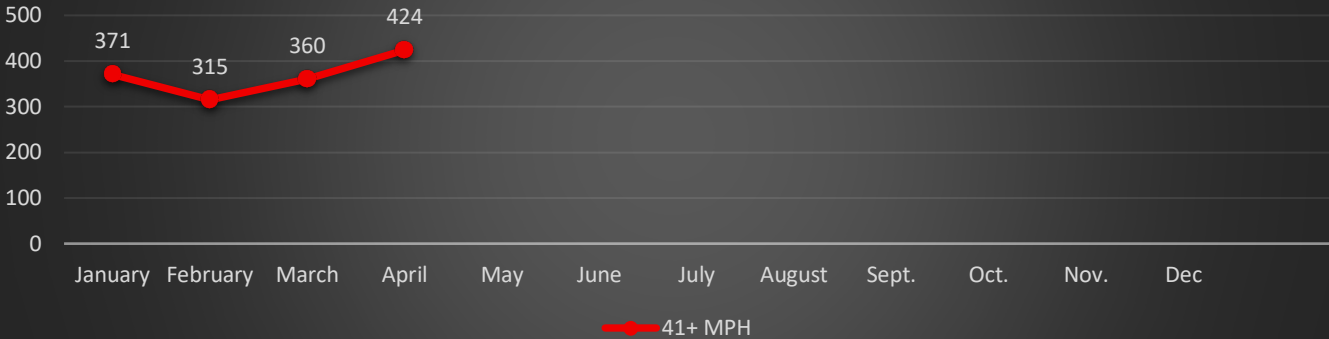
Speed 31-35 MPH Annual Trending West Bound



Speed 36-40 MPH Annual Trending West Bound



Speed 41+ MPH Annual Trending West Bound



Status of Current Projects/Events:

- Please subscribe to the Town of Haymarket's Emergency Management notification system. Text the word "Haymarket" to 888777 to subscribe.
- Planning continues for our 3rd Annual Senior Summit event to be held at Park Valley Church on April 23, 2026 from 10am to 2pm. Registration is open. We currently have over 150 attendees registered. Chief Allen Sibert has been named the keynote speaker.
- We are currently in the procurement status of our \$20,231 Drone Replacement Grant. Expected shipment date is June 5, 2026.
- We are continuing to interview E-Summons vendors.
- The Haymarket Police Department took part in NHTSA's "Put the phone away or Pay" Campaign during the week of April 6, 2026. We continue to support NHTSA's distracted driving initiative for the month of April.
- The Haymarket Police Department will be taking part in NHTSA's "Put the phone away or Pay" Campaign from April 6 – April 13, 2026.
- Sgt. Burgoon was assaulted during an arrest this month. He required no medical intervention. The suspect was charged with Assault on a Law Enforcement Officer, Drunk in Public, and Disorderly Conduct. This was the suspect second arrest in as many days.
- The community is reminded that National Drug Take Back Day is April 25, 2026.
- We held a "Coffee with a Cop" event on April 8, 2026 at 1971 Coffee. The event was well received and attended.
- April 20, 2026 is NHTSA's National "Drug Impaired Driving Campaign". We will be supporting this campaign and reminding drivers to drive sober or use a ride share program.
- May 1, 2026 is National "Heatstroke Prevention Day".
- May 11, 2026 through May 31, 2026 is NHTSA's Spring "Click it or Ticket" Initiative. Please remember to wear your seatbelts.
- Lt. Davis held our 1st Woman's Self Defense class for 2026 on April 20th. Thank you Haymarket Jazzercise for hosting a wonderful event.
- We provided a Police Department Tour and Educational Talk to two home-school families this month. They enjoyed the time at the department with Lt. Davis and Sgt. Finley.
- Sgt. Burgoon and MPO Galbreath did an excellent job locating a 5-year-old boy that was missing.
- A protest was held just outside of Town Limits this month. There were no issues.
- Sgt. Finley and Officer Madigan spoke to a local Boy Scout Troop at Tyler Elementary School. They talked with the attendees about the dangers of drug and alcohol use and answered questions they had regarding law enforcement.
- Storms and High winds came through the area in Mid-March knocking over three trees. There were no major issues.
- A Transformer and Pole fire caused electrical issues with the divergent diamond traffic lights. Officers assisted with traffic flow and the lights were powered by generators until the transformer was repaired.
- On April 8, 2026, the HPD Deaths in Custody Report was filed with the State Police. This is a mandated quarterly report.

Haymarket Police Department 2026 Event Listing

Section V, Item1.

#	Name of Event	Date of Event	Status
1	Drive Sober or get pulled over Campaign	January 1, 2026	Completed
2	Fans don't let fans drive drunk Campaign	February 8, 2026	Completed
3	Polar Plunge	February 14, 2026	Completed
4	Vehicle Safety Recall Week	March 2, – 8, 2026	Completed
5	Buzzed Driving is Drunk Driving Campaign	March 17, 2026	Completed
6	St. Baldricks Event	March 21, 2026	Completed
7	Firehouse Subs AED Event	March 24, 2026	Completed
8	Put the phone away or Pay Campaign	April 6, – 13, 2026	Completed
9	Coffee with a Cop	April 8, 2026	Completed
10	Farmer's Market	April 12, - Nov. 15, 2026	Ongoing
11	Drug Impaired Driving Campaign	April 20, 2026	Completed
12	Woman's Self Defense Class 1	April 20, 2026	Completed
13	HPD Senior Summit	April 23, 2026	Completed
14	Drug Take Back	April 25, 2026	Completed
15	Heat Stroke Prevention Day	May 1, 2026	Upcoming
16	Click it or Ticket Initiative	May 10, – May 31, 2026	Upcoming
17	Torch Run for Special Olympics	June 3, 2026	Upcoming
18	Ice Cream Social	June 12, 2026	Upcoming
19	Water Balloon Fight	June 12, 2026	Upcoming
20	Government Open House	June 18, 2026	Upcoming
21	Buzzed Driving is Drunk Driving	July 4, 2026	Upcoming
22	Speed Campaign	July 6, - July 31, 2026	Upcoming
23	Family Bike Patrol	TBA	Upcoming
24	Woman's Self Defense Class 4	August 3, 2026	Upcoming
25	National Night Out	August 4, 2026	Upcoming
26	Labor Day Impaired Driving DSOGPO	August 12, – Sept. 7, 2026	Upcoming
27	Summer Concert	August 15, 2026	Upcoming
28	Child Passenger Safety Week	September 20 - 26, 2026	Upcoming
29	See Tracks, think Train Week	September 21 – 27, 2026	Upcoming
30	Flags for Hero's	September 26, 2026	Upcoming
31	Prince William County Public Safety Expo	October 3, 2026	Upcoming
32	Coffee with a Cop	October 7, 2026	Upcoming
33	Sweet Julia Grace Trunk or Treat	TBA	Upcoming
34	Haymarket Day	October 17, 2026	Upcoming
35	Brooks Heating and Air Truck or Treat	TBA	Upcoming
36	Drug Take Back	October 24, 2026	Upcoming
37	Prince William County Truck or Treat	TBA	Upcoming
38	Teen Driver Safety Week	October 19, 2026	Upcoming
39	Halloween Candy Handout	October 31, 2026	Upcoming
40	Buzzed Driving is Drunk Driving Campaign	October 31, 2026	Upcoming
41	Fair at the Square, (Courthouse Event)	TBA	Upcoming
42	Buzzed Driving is Drunk Driving Campaign	Nov. 25, – Nov. 26, 2026	Upcoming
43	Operation Santa Claus	December 5, 2026	Upcoming
44	Christmas in Haymarket	December 12, 2026	Upcoming
45	Santa Cops (West)	TBA	Upcoming
46	Impaired Driving Initiative	Dec. 1, 2026 – Dec. 15, 2026	Upcoming
47	Drive Sober or get pulled over Initiative	Dec. 16, 2026 – Jan. 1, 2027	Upcoming

Respectfully Submitted,
Allen Sibert, Chief of Police

REVENUE	Actuals	Budget	Percentage of Budget Collected	Comments
3110 · GENERAL PROPERTY TAXES				
				Real Estate invoices have been entered; includes
3110-01 · Real Estate - Current	483,978.47	501,770.00	96.5%	exemptions approved by the County.
3110-02 · Public Service Corp RE Tax	26,860.57	23,724.00	113.22%	Higher than expected assessments from SCC
3110-03 · Interest - All Property Taxes	877.83	0.00	100.0%	
3110-04 · Penalties - All Property Taxes	2,412.63	1,000.00	241.26%	
Total 3110 · GENERAL PROPERTY TAXES	514,129.50	526,494.00	97.65%	
3120 · OTHER LOCAL TAXES				
3120-00 · Transient Occupancy Tax	297,408.24	300,000.00	99.1%	Collections cover up to March 2026
3120-01 · Bank Stock Tax	0.00	70,000.00	0.0%	
3120-02 · Business License Tax	222,669.66	350,000.00	63.6%	
3120-03 · Cigarette Tax	99,964.29	132,466.00	75.5%	Collections cover up to March 2026
3120-04 · Consumer Utility Tax	100,148.08	158,000.00	63.4%	
3120-05 · Meals Tax - Current	1,247,155.54	1,600,000.00	77.9%	Collections cover up to March 2026
3120-06 · Sales Tax Receipts	105,621.36	170,000.00	62.1%	Collections cover up to January 2026
3120-07 · Penalties (Non-Property)	6,267.93	5,000.00	125.4%	
3120-08 · Interest (Non-Property)	1,057.24	0.00	100.0%	
Total 3120 · OTHER LOCAL TAXES	2,080,292.34	2,785,466.00	74.7%	
3130 · PERMITS,FEES & LICENESES				
3130-01 · Application Fees	1,975.00	4,500.00	43.9%	
3130-02 · Inspections Fee	500.00	0.00	100.0%	
3130-03 · Motor Vehicle Licenses	243.00	0.00	100.0%	
3130-05 · Other Planning & Permits	31,360.00	1,000.00	3,136.0%	Due to Zoning Amendment Application
3130-06 · Pass Through Fees	22,200.00	15,000.00	148.0%	
Total 3130 · PERMITS,FEES & LICENESES	56,278.00	20,500.00	274.5%	
3140 · FINES & FORFEITURES				
3140-01 · Fines	22,367.47	25,000.00	89.5%	Collections cover up to March 2026
Total 3140 · FINES & FORFEITURES	22,367.47	25,000.00	89.5%	
3150 · REVENUE - USE OF MONEY				
3150-01 · Earnings on VACO/VML Investment	12,873.24	13,500.00	95.4%	reconciled up to March 2026
3150-03 · Interest on Bank Deposits	219,934.71	89,500.00	245.7%	reconciled up to March 2026
Total 3150 · REVENUE - USE OF MONEY	232,807.95	103,000.00	226.0%	
3151 · RENTAL (USE OF PROPERTY)				
3151-07 · Haymarket Church Suite 206	38,754.70	50,683.00	76.5%	
				Lease has been terminated as of September 4th
3151-08 · 15020 Washington Realty	13,470.14	34,294.00	39.3%	2025
3151-09 · 15026 Copper Cricket	26,133.30	29,009.00	90.1%	
3151-11 · Cupcake Heaven and Cafe LLC	31,218.12	38,021.00	82.1%	
3151-15 · Revolution Mortgage	6,846.30	8,215.00	83.3%	
3151-17 · Yew Tree Wellness LLC	9,483.28	13,156.00	72.1%	New Tenant; Prorated for November 2025
				New Tenant; amendment coming for new Revenue
3151-18 · WSR Solutions LLC	5,067.09	6,222.00	81.4%	\$6,222.00
				New Tenant; amendment coming for new Revenue
3151-19 · Red Rock Title & Settlement LLC	3,994.71	6,426.00	62.2%	\$6,426.00
				Prorated amount of new Tenant for February 2026;
3151-20 · Art VanGo LLC	1,532.14	0.00	100.0%	Monthly rent is \$650
Total 3151 · RENTAL (USE OF PROPERTY)	136,499.78	186,026.00	73.4%	
3165 · REVENUE - TOWN EVENTS				
3165-00 · Sponsorships	31,017.50	29,525.00	105.1%	Need to amend budget for the additional funds
3165-01 · Town Event	81,182.00	80,000.00	101.5%	
				moved 15K into the FY2027 Budget as majority of
3165-02 · Farmer's Market	9,628.81	14,000.00	68.8%	Market days will be in FY2027 budget
3165-03 · Town Ornaments	8,257.10	10,000.00	82.6%	
3165-04 · Town Shirts	2,502.75	0.00	100.0%	
3165-05 · Museum Revenue - Art	348.27	0.00	100.0%	
3165-06 · Town Hats	457.00	0.00	100.0%	
3165-07 · Town Sweatshirts - Adult	5,021.90	0.00	100.0%	
3165-08 · Town Sweatshirts - Youth	69.00	0.00	100.0%	
3165-09 · Town Tote / Bag	120.00	0.00	100.0%	

3165-10 · Town Mug	462.00	0.00	100.0%	
3165-11 · Town Blanket	220.00	0.00	100.0%	
3165-12 · Holiday Market	3,060.00	0.00	100.0%	
Total 3165 · REVENUE - TOWN EVENTS	142,346.33	133,525.00	106.6%	
3180 · MISCELLANEOUS				
3180-00 · Convenience Fee	78.93	300.00	26.3%	
3180-01 · Citations & Accident Reports	90.00	0.00	100.0%	
3180-02 · Vetern Banners	3,200.00	0.00	100.0%	
3180-03 · Miscellaneous	35.00	0.00	100.0%	
3180-04 · Reimbursement from Insurance	412.62	0.00	100.0%	
				Unclaimed funds that have met the State Code
3180-07 · Unclaimed Property Funds	4,510.00	4,510.00	100.0%	requirement to be submitted to VA Treasury
3180-05 · Recovered Costs - Private Events	300.00	0.00	100.0%	
3190 · SALE OF SALVAGE & SURPLUS				
				Sold 3 PD SUV (older ones that were replaced this
3190-01 · Public Safety - Surplus Sales	16,900.00	16,900.00	100.0%	fiscal year)
3190-02 · Administration - Surplus Sales	17.00	0.00	100.0%	
Total 3190 · SALE OF SALVAGE & SURPLUS	16,917.00	16,900.00	100.1%	
3180 · Miscellaneous	239.37	0.00	100.0%	
Total 3180 · MISCELLANEOUS	25,782.92	21,710.00	118.8%	
3200 · REVENUE FROM COMMONWEALTH				
3200-02 · 599 Law Enforcement Grant	28,344.00	37,790.00	75.0%	3 of 4 FY2026 disbursement received
3200-05 · Communications Tax	59,391.33	72,000.00	82.5%	Collections to cover up to March 2026
3200-06 · Department of Fire Programs	15,000.00	15,000.00	100.0%	FY2026 Annual disbursement received
3200-11 · Personal Property Tax Reimburse	18,626.97	18,627.00	100.0%	FY2026 Annual State disbursement received
3200-12 · Railroad Rolling Stock	1,546.16	1,300.00	118.9%	Annual Tax collection for FY2026
3200-16 · DMV Select Grant	9,190.50	26,240.00	35.0%	
3200-17 · LOLE Grant	0.00	3,200.00	0.0%	
3200-19 · HEAT Grant	10,000.00	10,000.00	100.0%	Grant for the Flock system the Town PD purchased
Total 3200 · REVENUE FROM COMMONWEALTH	142,098.96	184,157.00	77.2%	
3500 · Reserve Funds	0.00	89,160.00	0.0%	Fire Funds, Comp Study funding
Total Revenue	3,352,603.25	4,075,038.00	82.3%	
Gross Revenue	3,352,603.25	4,075,038.00	82.3%	

EXPENDITURES**01 · ADMINISTRATION****11100 · TOWN COUNCIL**

111001 · Convention & Education	4,824.60	10,050.00	48.0%
111002 · FICA/Medicare	1,274.10	2,000.00	63.7%
111003 · Meals and Lodging	4,850.81	6,300.00	77.0%
111004 · Mileage Allowance	571.20	1,800.00	31.7%
111005 · Salaries & Wages - Regular	16,650.00	22,000.00	75.7%

Total 11100 · TOWN COUNCIL 28,170.71 42,150.00 66.8%

12110 · TOWN ADMINISTRATION

1211001 · Salaries/Wages-Regular	427,958.94	528,794.00	80.9%
1211002 · Salaries/Wages - Overtime	1,843.49	4,500.00	41.0%
1211003 · Salaries/Wages - Part Time	11,291.50	41,588.00	27.2%
1211004 · FICA/Medicare	32,925.28	43,633.00	75.5%
1211005 · VRS	64,812.54	85,854.00	75.5%
1211006 · Health Insurance	53,280.00	63,936.00	83.3%
1211007 · Life Insurance	4,967.28	6,377.00	77.9%
1211008 · Disability Insurance	1,217.80	3,360.00	36.2%
1211009 · Unemployment Insurance	1,347.37	5,995.00	22.5%
1211010 · Worker's Compensation	283.00	481.00	58.8%
1211011 · Gen Property/Liability Ins.	20,380.00	21,261.00	95.9%
1211012 · Accounting Services	3,599.58	14,000.00	25.7%
1211014 · Printing & Binding	7,376.50	8,298.00	88.9%
1211015 · Advertising	2,182.97	9,000.00	24.3%
1211016 · Computer, Internet &Website Svc	15,032.84	28,550.00	52.7%
1211017 · Postage	2,236.36	5,000.00	44.7%
1211018 · Telecommunications	7,608.90	7,500.00	101.5%
1211019 · Mileage Allowance	2,028.85	3,250.00	62.4%
1211020 · Meals & Lodging	5,119.72	7,000.00	73.1%

1211021 · Convention & Education	4,905.00	10,000.00	49.1%	
1211022 · Miscellaneous	270.00	2,000.00	13.5%	
1211024 · Books, Dues & Subscriptions	6,352.82	12,075.00	52.6%	
1211025 · Office Supplies	5,524.92	8,500.00	65.0%	
1211030 · Capital Outlay-Machinery/Equip	4,700.59	5,000.00	94.0%	
1211032 · Professional Services	0.00	20,000.00	0.0%	
Total 12110 · TOWN ADMINISTRATION	687,246.25	945,952.00	72.7%	
12210 · LEGAL SERVICES				
1221001 · Legal Services	66,290.89	100,000.00	66.3%	legal services covering up to March 2026
Total 12210 · LEGAL SERVICES	66,290.89	100,000.00	66.3%	
12240 · INDEPENDENT AUDITOR				
1224001 · Auditing Services	0.00	28,050.00	0.0%	
Total 12240 · INDEPENDENT AUDITOR	0.00	28,050.00	0.0%	
Total 01 · ADMINISTRATION	781,707.85	1,116,152.00	70.0%	

03 · PUBLIC SAFETY**31100 · POLICE DEPARTMENT**

3110001 · Salaries & Wages - Regular	548,539.17	726,867.00	75.5%	
3110003 · Salaries & Wages - OT Premium	33,041.14	24,000.00	137.7%	
3110004 · Salaries & Wages - Holiday Pay	36,373.11	39,182.00	92.8%	
3110005 · Salaries & Wages - Part Time	35,700.00	27,000.00	132.2%	
3110007 · Salary & Wages - DMV Grant	15,911.08	26,240.00	60.6%	
3110012 · Salaries & Wages - PT Admin.	12,505.00	39,000.00	32.1%	
3110020 · FICA/MEDICARE	49,897.73	67,018.00	74.5%	
3110021 · VRS	74,434.30	95,438.00	78.0%	
3110022 · Health Insurance	104,896.00	135,206.00	77.6%	
3110023 · Life Insurance	6,689.48	8,521.00	78.5%	
3110024 · Disability Insurance	1,671.29	3,070.00	54.4%	
3110025 · Unemployment Insurance	0.00	4,800.00	0.0%	
3110026 · Workers' Compensation Insurance	27,496.00	32,868.00	83.7%	
3110027 · Line of Duty Act Insurance	5,117.00	5,120.00	99.9%	
3110028 · Legal Services	21,886.46	30,379.00	72.0%	legal services covering up to March 2026
3110032 · Computer, Internet & Website	4,270.00	10,000.00	42.7%	
3110033 · Postage	55.92	100.00	55.9%	
3110034 · Telecommunications	9,154.65	18,700.00	49.0%	
3110035 · General Prop Ins (Vehicles)	7,465.00	7,630.00	97.8%	
3110037 · Meals and Lodging	5,614.78	5,000.00	112.3%	
3110038 · Convention & Edu. (Training)	364.00	10,800.00	3.4%	
3110040 · Annual Dues & Subscriptions	11,670.15	21,000.00	55.6%	
3110041 · Office Supplies	3,877.81	10,000.00	38.8%	
3110042 · Vehicle Fuels	23,525.68	36,700.00	64.1%	
3110043 · Vehicle Maintenance/Supplies	12,508.65	22,000.00	56.9%	
3110045 · Uniforms & Police Supplies	48,554.41	55,901.00	86.9%	Flock system being paid by this line item
3110056 · Capital Outlay-Machinery/Equip	125,639.45	159,900.00	78.6%	
Total 31100 · POLICE DEPARTMENT	1,226,858.26	1,622,440.00	75.6%	

32100 · FIRE & RESCUE

3210001 · Contributions to other Govt Ent	69,159.87	84,160.00	82.2%	will hold a Public Hearing for budget amendment for FY2026 to move Fire Funds over to budget the Town has received towards this contribution
Total 32100 · FIRE & RESCUE	69,159.87	84,160.00	82.2%	
Total 03 · PUBLIC SAFETY	1,296,018.13	1,706,600.00	75.9%	

04 · PUBLIC WORKS**43200 · REFUSE COLLECTION**

4320001 · Trash Removal Contract	159,880.12	216,995.00	73.7%	Covering up to March 2026 services
Total 43200 · REFUSE COLLECTION	159,880.12	216,995.00	73.7%	

43100 · MAINT OF 15000 Wash St./Grounds

4310001 · Repairs/Maintenance Services	89,020.54	100,000.00	89.0%	
4310002 · Maint Svc Contract-Pest Control	1,026.00	2,500.00	41.0%	
4310003 · Maint Svc Contract-Landscaping	20,950.00	45,000.00	46.6%	

4310004 · Maint Svc Contract Snow Removal	15,957.00	20,000.00	79.8%	amount for additional removal of snow in town hall parking lot
4310007 · Electric/Gas Services	14,150.11	18,593.00	76.1%	
4310008 · Electrical Services-Streetlight	2,943.20	5,500.00	53.5%	

4310009 · Water & Sewer Services	3,878.26	6,350.00	61.1%
4310011 · Real Estate Taxes	577.48	1,500.00	38.5%
4310015 · Maintenance - Vehicle Fuel	1,169.25	3,000.00	39.0%
4310016 · Maint - Vehicle Maintenance	606.22	3,000.00	20.2%
4310017 · Military Banner	3,092.25	0.00	100.0%
Total 43100 · MAINT OF 15000 Wash St./Grounds	153,370.31	205,443.00	74.7%
Total 04 · PUBLIC WORKS	313,250.43	422,438.00	74.2%
06 · ECONOMIC DEVELOPMENT			
60000 · Tourism/Traveling Marketing	91,532.58	128,571.00	71.2%
60001 · Town Tourism	48,406.64	85,714.00	56.5%
60003 · Advertising	1,069.59	22,000.00	4.9%
Total 06 · ECONOMIC DEVELOPMENT	141,008.81	236,285.00	59.7%
07 · PARKS, REC & CULTURAL			
70000 · HAYMARKET COMMUNITY PARK			
7000001 · Grounds Maintenance/Repairs	10,635.00	15,000.00	70.9%
Total 70000 · HAYMARKET COMMUNITY PARK	10,635.00	15,000.00	70.9%
71110 · EVENTS			
7111001 · Advertising - Events	9,214.07	9,950.00	92.6%
7111003 · Contractural Services	69,169.14	68,675.00	100.7%
7111004 · Events - Other	33,653.90	40,900.00	82.3%
7111005 · Police Department Events	6,576.29	7,800.00	84.3%
7111006 · Farmer's Market	1,997.31	14,000.00	14.3%
Total 71110 · EVENTS	120,610.71	141,325.00	85.3%
72200 · MUSEUM			
7220009 · Advertising	0.00	1,000.00	0.0%
7220012 · Telecommunications	1,153.61	2,200.00	52.4%
7200015 · Books, Dues & Subscriptions	0.00	250.00	0.0%
7220018 · Exhibits & Programs	500.00	2,500.00	20.0%
Total 72200 · MUSEUM	1,653.61	5,950.00	27.8%
Total 07 · PARKS, REC & CULTURAL	132,899.32	162,275.00	81.9%
08 · COMMUNITY DEVELOPMENT			
81100 · PLANNING COMMISSION			
8110001 · Salaries & Wages - Regular	1,675.00	5,670.00	29.5%
8110002 · FICA/Medicare	105.20	500.00	21.0%
8110003 · Consultants - Engineer	14,604.72	10,000.00	146.0%
8110004 · Consultants - Comp Plan	0.00	5,000.00	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	1,000.00	0.0%
8110009 · Engineer - Pass Through	36,720.00	0.00	100.0%
Total 81100 · PLANNING COMMISSION	53,104.92	23,120.00	229.7%
81110 · ARCHITECTURAL REVIEW BOARD			
8111001 · Salaries & Wages - Regular	1,395.00	5,830.00	23.9%
8111002 · FICA/Medicare	102.52	446.00	23.0%
8111005 · Convention & Education	0.00	1,500.00	0.0%
Total 81110 · ARCHITECTURAL REVIEW BOARD	1,497.52	7,776.00	19.3%
81111 · Board Of Zoning Appeals			
8111101 · Convention & Education	0.00	1,500.00	0.0%
8111102 · FICA / Medicare	0.00	103.00	0.0%
8111103 · Salaries & Wages - Regular	0.00	1,325.00	0.0%
Total 81111 · Board Of Zoning Appeals	0.00	2,928.00	0.0%
Total 08 · COMMUNITY DEVELOPMENT	54,602.44	33,824.00	161.4%
09 · NON-DEPARTMENTAL			
90004 · VA Treasury - Unclaimed Property	4,510.00	4,510.00	100.0%
95100 · DEBT SERVICE			
9510002 · General Obligation Bond - Prin	69,400.00	69,400.00	100.0% Final Debt payment
9510003 · General Obligation Bond - Int	815.45	820.00	99.4% Final Debt payment
Total 95100 · DEBT SERVICE	70,215.45	70,220.00	100.0%
Total 09 · NON-DEPARTMENTAL	74,725.45	74,730.00	100.0%
94104 · Street Scape - Park Sidewalk			
9410402 · Construction	900.00	0.00	100.0% Completion of Park Sidewalk
Total 94104 · Street Scape - Park Sidewalk	900.00	0.00	100.0%
94105 · PERSONNEL			

EMPLOYEE BENEFITS			
6560 · Payroll Processing Fees	-0.04		
Total EMPLOYEE BENEFITS	-0.04		
Total 94105 · PERSONNEL	-0.04		
94107 · BLIGHT MITIGATION			
9410701 · Building Official/Engr.	0.00	5,000.00	0.0%
Total 94107 · BLIGHT MITIGATION	0.00	5,000.00	0.0%
94108 · Capital Improvement Funds Expens			
9410801 · Washington St - Streetscape	4,610.26	55,000.00	8.4%
9410802 · Sidewalk Repairs	0.00	50,000.00	0.0%
9410805 · Town Hall / Museum Security Sys	0.00	212,734.00	0.0%
Total 94108 · Capital Improvement Funds Expens	4,610.26	317,734.00	1.5%
Total Expense	2,799,722.65	4,075,038	68.7%
Net Ordinary Income	552,880.60	0.00	100.0%
OTHER REVENUE			
50001 · Amerian Rescue Plan Funds	16,687.50	108,000.00	15.45%
50002 · Development Funds	0.00	443,664.00	0.0%
Total Other Revenue	16,687.50	551,664.00	3.0%
OTHER EXPENDITURES			
98000 · Development Expenditures			
98000-1 · Parks & Recreation	0.00	443,664.00	0.0%
Total 98000 · Development Expenditures	0.00	443,664.00	0.0%
97001 · American Rescue Plan Expenses			
97001-1 · Park Sidewalk	5,627.50	8,000.00	70.34% additional cost for as builts / plat designation
97001-2 · Town Website	0.00	50,000.00	0.0%
97001-3 · Town Center	11,060.00	50,000.00	22.12% Downy Scott LLC Pricing report ; Financial Analysis Report
Total 97001 · American Rescue Plan Expenses	16,687.50	108,000.00	15.45%
Total Other Expenditures	16,687.50	551,664.00	3.0%
Net Other Revenue	0.00	0.00	0.0%
Total Net Revenue Operational / Other Budget	552,880.60	0.00	100.0%
Total of Operational budget and Other Income Budget		4,626,702	

Proposed Budget for FY2026 - 2027		Adopted FY2026 Budget	Amended FY2026 Budget	Proposed Budget FY2027	% Changed	Amount Changed
General Fund Revenues:						
GENERAL PROPERTY TAXES	\$	526,494	\$ 526,494	\$ 550,806	4.6%	\$ 24,312
OTHER LOCAL TAXES	\$	2,785,466	\$ 2,785,466	\$ 2,960,466	6.3%	\$ 175,000
PERMITS,FEES & LICENESES	\$	20,500	\$ 20,500	\$ 20,500	0.0%	\$ -
FINES & FORFEITURES	\$	25,000	\$ 25,000	\$ 35,000	40.0%	\$ 10,000
REVENUE - USE OF MONEY	\$	103,000	\$ 103,000	\$ 103,000	0.0%	\$ -
RENTAL (USE OF PROPERTY)	\$	186,026	\$ 186,026	\$ 167,790	-9.8%	\$ (18,236)
REVENUE - TOWN EVENTS	\$	124,000	\$ 124,000	\$ 133,000	7.3%	\$ 9,000
MISCELLANEOUS	\$	300	\$ 21,710	\$ 300	-98.6%	\$ (21,410)
REVENUE FROM COMMONWEALTH	\$	174,157	\$ 184,157	\$ 178,357	-3.1%	\$ (5,800)
Reserve Funds	\$	-	\$ 89,160	\$ -	-100.0%	\$ (89,160)
USE OF FUND BALANCE - DEBT SERVICE	\$	-	\$ -	\$ 66,150	100.0%	\$ -
USE OF FUND BALANCE - CONTINGENCY	\$	-	\$ -	\$ -	100.0%	\$ -
USE OF FUND BALANCE - CONSULTANT - ONE TIME	\$	-	\$ -	\$ -	100.0%	\$ -
TOTAL GENERAL FUND	\$	3,944,943	\$ 4,065,513	\$ 4,215,369	3.7%	\$ (125,606)
Other Revenue:						
						\$ -
AMERICAN RESCUE PLAN FUNDS	\$	100,000	\$ 108,000	\$ 1,100,000	918.5%	\$ 992,000
DEVELOPMENT FUNDS (Proffers)	\$	443,664	\$ 443,664	\$ 743,664	67.6%	\$ 300,000
CAPITAL IMPROVEMENT FUNDS				\$ 371,800	100.0%	\$ 371,800
LOAN PROCEEDS	\$	-	\$ -	\$ 1,100,000	100.0%	\$ 1,100,000
TOTAL OTHER REVENUE	\$	543,664	\$ 551,664	\$ 3,315,464	501.0%	\$ -
TOTAL REVENUE		4,488,607	4,617,177	7,530,833	63.1%	\$ -
General Fund Expenditures:						
Proposed Budget for FY2026 - 2027		Adopted FY2026 Budget	Amended FY2026 Budget	Proposed Budget FY2027	% Changed	Amount Changed
ADMINISTRATION	\$	1,096,152	\$ 1,116,152	\$ 1,273,639	14.1%	\$ 157,487
PUBLIC SAFETY	\$	1,610,540	\$ 1,706,600	\$ 1,653,589	-3.1%	\$ (53,011)
PUBLIC WORKS	\$	422,438	\$ 422,438	\$ 431,118	2.1%	\$ 8,680
ECONOMIC DEVELOPMENT	\$	236,285	\$ 236,285	\$ 272,000	15.1%	\$ 35,715
PARKS,REC & CULTURAL	\$	137,750	\$ 137,750	\$ 161,750	17.4%	\$ 24,000
COMMUNITY DEVELOPMENT	\$	33,824	\$ 33,824	\$ 89,374	164.2%	\$ 55,550
NON-DEPARTMENTAL	\$	70,220	\$ 74,730	\$ 313,899	320.0%	\$ 239,169
HAYMARKET PARK	\$	15,000	\$ 15,000	\$ -	-100.0%	\$ (15,000)
TOWN CENTER MASTER PLAN	\$	-	\$ -	\$ -	0.0%	\$ -
PARK SIDEWALK	\$	-	\$ -	\$ -	0.0%	\$ -

	BLIGHT MITIGATION	\$	5,000	\$	5,000	\$	20,000	300.0%	\$	15,000	
									\$	-	
CAPITAL IMPROVEMENT EXPENDITURES:										\$	-
	STORM WATER GRANT MATCH	\$	-	\$	-	\$	-	0.0%	\$	-	
	WASHINGTON - STREET SCAPE	\$	55,000	\$	55,000	\$	-	-100.0%	\$	(55,000)	
	SIDEWALK REPAIRS	\$	50,000	\$	50,000	\$	-	-100.0%	\$	(50,000)	
	TOWN GATEWAY SIGNS	\$	-	\$	-	\$	-	0.0%	\$	-	
	VDOT HISTORIC DISTRICT SIGNAGE	\$	-	\$	-	\$	-	0.0%	\$	-	
	TOWN HALL / MUSEUM SECURITY SYSTEM	\$	212,734	\$	212,734	\$	-	-100.0%	\$	(212,734)	
	MESSAGE BOARD TRAILER	\$	-	\$	-			0.0%	\$	-	
TOTAL GENERAL FUND EXPENDITURE		\$	3,944,943	\$	4,065,513	\$	4,215,369	\$	-	\$	-

OTHER EXPENDITURES:

PARKS & RECREATION	\$	443,664	\$	443,664	\$	443,664	0.0%	\$	-	
TOWN WEBSITE	\$	50,000	\$	50,000	\$	-	-100.0%	\$	(50,000)	
TOWN CENTER MASTER PLAN	\$	50,000	\$	50,000	\$	2,500,000	4900.0%	\$	2,450,000	
TOTAL OTHER EXPENDITURES	\$	543,664	\$	543,664	\$	2,943,664	\$	-	\$	-

CAPITAL IMPROVEMENT EXPENDITURES:

POLICE DEPARTMENT - EQUIPMENT	\$	-	\$	-	\$	121,800	100.0%	\$	121,800	
WASHINGTON - STREET SCAPE	\$	-	\$	-	\$	50,000	100.0%	\$	50,000	
SIDEWALK REPAIRS	\$	-	\$	8,000	\$	50,000	100.0%	\$	42,000	
TOWN HALL / MUSEUM SECURITY SYSTEM	\$	-	\$	-	\$	100,000	100.0%	\$	100,000	
MAINTENANCE VEHICLE	\$	-	\$	-	\$	50,000	100.0%	\$	50,000	
	\$	-	\$	8,000	\$	371,800	\$	5	\$	363,800
EXPENDITURES, AND CAPITAL IMPROVEMENTS EXPENDITURES	\$	4,488,607	\$	4,617,177	\$	7,530,833	63.1%			

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Proposed FY2027 Budget	Actuals FY2023	Actuals FY2024	Actuals FY2025	Current Actuals 04.21.2026	FY2026 Budget	Proposed Changes	Proposed FY2027 Budget	Percentage of Change from FY2026
GENERAL FUND REVENUES								
3110 · GENERAL PROPERTY TAXES								
3110-01 · Real Estate - Current	371,142.74	447,701.64	461,774.42	483,978.47	501,770	19,174.00	520,944	3.7%
3110-02 · Public Service Corp RE Tax	10,940.97	13,659.92	25,428.49	26,860.57	23,724	5,138.00	28,862	17.8%
3110-03 · Interest - All Property Taxes	2,656.28	2,480.65	1,789.42	882.62			0	0.0%
3110-04 · Penalties - All Property Taxes	1,611.54	1,934.21	3,100.68	2,412.63	1,000		1,000	0.0%
Total 3110 · GENERAL PROPERTY TAXES	386,351.53	465,776.42	492,093.01	514,134.29	526,494		550,806	4.4%
3120 · OTHER LOCAL TAXES								
3120-00 · Transient Occupancy Tax	225,474.54	264,891.74	374,577.22	265,718.43	300,000	50,000.00	350,000	14.3%
3120-01 · Bank Stock Tax	31,323.76	69,294.00	80,164.00	0.00	70,000		70,000	0.0%
3120-02 · Business License Tax	364,791.15	378,890.51	494,142.72	205,575.88	350,000		350,000	0.0%
3120-03 · Cigarette Tax	156,776.46	150,684.50	136,944.77	99,964.29	132,466		132,466	0.0%
3120-04 · Consumer Utility Tax	148,706.83	126,956.86	135,902.55	100,148.08	158,000		158,000	0.0%
3120-05 · Meals Tax - Current	1,268,130.09	1,503,425.49	1,728,797.78	1,228,952.18	1,600,000	125,000.00	1,725,000	7.8%
3120-06 · Sales Tax Receipts	161,886.05	168,667.97	174,320.60	105,621.36	170,000		170,000	0.0%
3120-07 · Penalties (Non-Property)	10,649.02	8,004.27	10,351.29	6,267.93	5,000		5,000	0.0%
3120-08 · Interest (Non-Property)	1,252.48	1,431.31	869.28	1,057.24			0	
Development Revenue							0	
Proffers	13,191.00	0.00	0.00	0.00			0	
Total Development Revenue	13,191.00	0.00	0.00	0.00	0		0.00	
Total 3120 · OTHER LOCAL TAXES	2,382,181.38	2,672,246.65	3,136,070.21	2,013,305.39	2,785,466		2,960,466	6.3%
3130 · PERMITS,FEES & LICENSESES								
3130-01 · Application Fees	3,850.00	2,775.00	2,300.00	1,975.00	4,500		4,500	0.0%
3130-02 · Inspection Fees	0.00	0.00	0.00	500.00			0	
3130-03 · Motor Vehicle Licenses	377.00	603.00	334.00	243.00			0	
3130-05 · Other Planning & Permits	23,975.00	10,065.00	4,986.81	30,860.00	1,000		1,000	0.0%
3130-06 · Pass Through Fees	28,663.58	26,004.38	14,959.60	22,200.00	15,000		15,000	0.0%
Total 3130 · PERMITS,FEES & LICENSESES	56,865.58	39,447.38	22,580.41	55,778.00	20,500		20,500	0.0%
3140 · FINES & FORFEITURES								
3140-01 · Fines	16,429.68	25,667.83	29,826.80	22,367.47	25,000		25,000	0.0%
3140-02 · E-Summons	0.00	0.00	0.00	0.00		10,000.00	10,000	
Total 3140 · FINES & FORFEITURES	16,429.68	25,667.83	29,826.80	22,367.47	25,000		35,000	40.0%
3150 · REVENUE - USE OF MONEY								
3150-01 · Earnings on VACO/VML Investment	12,729.02	18,738.82	17,181.75	12,873.24	13,500		13,500	0.0%
3150-03 · Interest on Bank Deposits	53,310.67	195,619.84	247,152.12	219,934.71	89,500		89,500	0.0%
Total 3150 · REVENUE - USE OF MONEY	66,039.69	214,358.66	264,333.87	232,807.95	103,000		103,000	0.0%
3151 · RENTAL (USE OF PROPERTY)								
3151-07 · Haymarket Church Suite 206	35,614.20	44,445.37	45,151.08	34,879.23	50,683	1,520.49	52,203	3.0%
3151-08 · 15020 Washington Realty	55,241.64	56,771.88	58,347.96	13,470.14	34,294	(34,294.00)	0	-100.0%
3151-09 · 15026 Copper Cricket	23,629.80	24,338.64	29,008.18	26,133.30	29,009		29,009	0.0%
3151-11 · Cupcake Heaven and Cafe LLC	34,794.52	35,838.36	36,913.48	31,218.12	38,021	1,140.63	39,162	3.0%

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3151-15 · Revolution Mortgage	645.33	7,744.00	7,976.28	6,846.30	8,215	247.00	8,462	3.0%
3151-17 · Yew Tree Wellness LLC	0.00	0.00	0.00	9,483.28	13,156	6,972.00	20,128	53.0%
3151-18 · WSR Solutions LLC	0.00	0.00	0.00	5,067.09	6,222		7,138	14.7%
3151-19 · Red Rock Title & Settlement LLC				3,994.71	6,426	4,590.00	7,138	11.1%
3151-20 · Arts VanGo	0.00	0.00	0.00	1,532.14	0	4,550.00	4,550	100.0%
Total 3151 · RENTAL (USE OF PROPERTY)	158,035.72	178,663.25	177,396.98	132,624.31	186,026		167,790	-9.8%
3160 · CHARGES FOR SERVICES								
FOIA Receipts	0.00	0.00	5.00	0.00			0	0.0%
3160-01 · Public Safety								
3160-02 · Donation/Grants	10.00	0.00	0.00	0.00			0	0.0%
3160-03 · VDOT Detail	0.00	0.00	0.00	0.00			0	0.0%
3160-05 · Laney Detail	0.00	0.00	0.00	0.00			0	0.0%
3160-06 · DCJS Grant	0.00	12,000.00	0.00	0.00			0	0.0%
3160-01 · Public Safety - Other	0.00	5,305.00	0.00	0.00			0	0.0%
Total 3160-01 · Public Safety	10.00	17,305.00	0.00	0.00	0.00		0.00	0.0%
Total 3160 · CHARGES FOR SERVICES	10.00	17,305.00	5.00	0.00	0.00		0.00	0.0%
3165 · REVENUE - TOWN EVENTS								
3165-00 · Sponsorships	9,300.00	27,350.00	19,435.00	31,017.50	20,000	5,000.00	25,000	25.0%
3165-01 · Town Event	58,955.00	59,976.49	65,931.38	81,182.00	80,000	(5,000.00)	75,000	-6.3%
3165-02 · Farmer's Market	4,859.20	14,904.55	17,514.50	24,689.25	14,000	1,000.00	15,000	7.1%
3165-03 · Town Merchandise (Ornaments)	7,563.96	11,813.28	7,421.25	8,257.10	10,000	5,000.00	15,000	50.0%
3165-04 · Town Shirts	1,625.00	911.00	0.00	2,502.75	0		0	0.0%
3165-05 · Museum Revenue - Art	0.00	1,014.65	1,420.43	348.27	0		0	0.0%
3165-06 · Town Hats	0.00	574.00	841.00	457.00	0		0	0.0%
3165-07 · Town Sweatshirts - Adult	0.00	0.00	3,422.00	5,021.90	0		0	0.0%
3165-08 · Town Sweatshirts - Youth	0.00	0.00	77.50	69.00	0		0	0.0%
3165-09 · Town Tote / Bag	0.00	0.00	0.00	120.00	0		0	0.0%
3165-10 · Town Mug	0.00	0.00	0.00	462.00	0		0	0.0%
3165-11 · Town Blanket	0.00	0.00	0.00	220.00	0		0	0.0%
3165-12 · Holiday Market	0.00	0.00	0.00	3,060.00	0	3,000.00	3,000	100.0%
3165 · REVENUE - TOWN EVENTS - Other	358.00	0.00	0.00	0.00			0	0.0%
Total 3165 · REVENUE - TOWN EVENTS	82,661.16	116,543.97	116,063.06	157,406.77	124,000		133,000	7.3%
3180 · MISCELLANEOUS								
3180-00 · Convenience Fee	-233.31	119.42	-108.93	78.93	300		300	0.0%
3180-01 · Citations & Accident Reports	40.00	90.00	415.00	90.00			0	0.0%
3180-02 · Veteran Banners	0.00	0.00	0.00	3,200.00			0	0.0%
3180-03 · Miscellaneous	-1,528.72	10.00	60.00	35.00			0	0.0%
3180-04 · Reimbursement from Insurance	0.00	46,018.56	15,120.29	412.62	0		0	0.0%
3180-07 · Unclaimed Property Funds	0.00	0.00	0.00	4,510.00	4,510	(4,510.00)	0	-100.0%
3180-05 · Recovered Costs- Private Events	0.00	600.00	0.00	300.00			0	0.0%
3190 · Sale of Salvage & Surplus								0.0%
3190-01 · Public Safety - Surplus Sales	0.00	0.00	9,400.00	16,900.00	16,900	(16,900.00)	0	0.0%
3190-02 · Administration - Surplus Sales	0.00	0.00	0.00	17.00			0	0.0%

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Total 3190 · Sale of Salvage & Surplus	0.00	0.00	9,400.00	16,917.00	16,900.00		0.00	0.0%
3180 · MISCELLANEOUS · Other	770.27	45,562.13	12.98	239.37	0.00		0.00	0.0%
Total 3180 · MISCELLANEOUS	-951.76	92,400.11	24,899.34	25,782.92	21,710.00		300.00	-98.6%
3200 · REVENUE FROM COMMONWEALTH								
3200-02 · 599 Law Enforcement Grant	34,687.00	36,484.00	37,790.00	28,344.00	37,790		37,790	0.0%
3200-04 · Car Rental Reimbursement	201.74	948.98	0.00	0.00			0	0.0%
3200-05 · Communications Tax	87,275.21	75,959.88	81,430.98	59,391.33	72,000		72,000	0.0%
3200-06 · Department of Fire Programs	15,000.00	15,000.00	15,000.00	15,000.00	15,000		15,000	0.0%
3200-11 · Personal Property Tax Reimburse	18,626.97	18,626.97	18,626.97	18,626.97	18,627		18,627	0.0%
3200-12 · Railroad Rolling Stock	1,285.76	1,405.15	1,535.23	1,546.16	1,300	200.00	1,500	15.4%
3200-14 · Pedestrian Improvement Grant	0.00	0.00	0.00	0.00			0	0.0%
3200-15 · 599 Recruitment/Retention Funds	0.00	0.00	0.00	0.00			0	0.0%
3200-16 · DMV Select Grant	180.33	8,780.24	23,845.68	9,190.50	26,240	(6,000.00)	20,240	-22.9%
3200-17 · LOLE Grant	0.00	1,201.00	3,200.00	0.00	3,200		3,200	0.0%
3200-18 · Educational Reimbursement			796.02	0.00				0.0%
3200-19 · HEAT Grant	0.00	0.00		10,000.00	10,000		10,000	0.0%
Total 3200 · REVENUE FROM COMMONWEALTH	157,257.01	158,406.22	182,224.88	142,098.96	184,157		178,357	-3.1%
3300 · REVENUE FROM FEDERAL GOVERNMENT								0.0%
3300-01 · DMV Transp Safety Grant	0.00	0.00	0.00	0.00			0	0.0%
3300-07 · Edward Byrne Mem JAG Grant	4,366.00	0.00	0.00	0.00			0	0.0%
Total 3300 · REVENUE FROM FEDERAL GOVERNMENT	4,366.00	0.00	0.00	0.00	0.00		0.00	0.0%
3500 · Reserve Funds	0.00	0.00	0.00	0.00	89,160	(89,160.00)	0	-100.0%
4000 · Carry-Over Surplus	0.00	0.00	0.00	0.00			0	0.0%
4002 · Transfer from ARPA Funds	0.00	0.00	592,801.72	0.00	0		0	0.0%
4003 · Use of Fund Balance - Debt Service	0.00	0.00	0.00	0.00	0	66,150.00	66,150	100.0%
4004 · Use of Fund Balance - Contingency	0.00	0.00	0.00	0.00	0		0	100.0%
4005 · Use of Fund Balance - Consultant							0	100.0%
Total Income	3,309,245.99	3,980,815.49	5,038,295.28	3,296,306.06	4,065,513		4,215,369	3.7%
Gross Profit	3,309,245.99	3,980,815.49	5,038,295.28	3,296,306.06	4,065,513		4,215,369	

GENERAL FUND EXPENDITURES

01 · ADMINISTRATION

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11100 · TOWN COUNCIL								
111001 · Convention & Education	250.00	1,945.75	10,082.97	4,824.60	10,050	1,950.00	12,000	19.4%
111002 · FICA/Medicare	1,317.36	1,292.47	1,410.55	1,274.10	2,000		2,000	0.0%
111003 · Meals and Lodging	77.22	360.95	5,599.70	4,850.81	6,300		6,300	0.0%
111004 · Mileage Allowance	0.00	0.00	1,270.95	571.20	1,800		1,800	0.0%
111005 · Salaries & Wages - Regular	17,955.36	18,200.00	19,300.00	16,650.00	22,000	3,000.00	25,000	13.6%
Total 11100 · TOWN COUNCIL	19,599.94	21,799.17	37,664.17	28,170.71	42,150		47,100	11.7%
12110 · TOWN ADMINISTRATION								
1211001 · Salaries/Wages-Regular	313,358.75	411,837.08	481,731.75	427,958.94	528,794	85,446.00	614,240	16.2%
1211002 · Salaries/Wages - Overtime	0.00	2,268.45	2,552.42	1,843.49	4,500	1,500.00	6,000	33.3%
1211102 · Salaries & Wages - DMV Clerk	0.00	0.00	0.00	0.00			0	0.0%
1211003 · Salaries/Wages - Part Time	56,331.22	49,384.00	39,060.25	11,291.50	41,588	(33,588.00)	8,000	-80.8%
1211101 · Salaries & Wages - Bonus	0.00	0.00	0.00	0.00			0	0.0%
1211004 · FICA/Medicare	27,606.06	34,281.73	38,767.76	32,925.28	43,633	4,495.00	48,128	10.3%
1211005 · VRS	19,978.27	28,701.56	72,933.95	64,812.54	85,854	27,109.00	112,963	31.6%
1211006 · Health Insurance	37,272.65	52,950.80	59,704.80	53,280.00	63,936	71,761.00	135,697	112.2%
1211007 · Life Insurance	4,049.50	5,447.62	5,682.11	4,967.28	6,377	1,185.00	7,562	18.6%
1211008 · Disability Insurance	2,026.75	2,808.24	2,539.09	1,217.80	3,360	336.00	3,696	10.0%
1211009 · Unemployment Insurance	-2,034.33	580.41	1,515.12	1,347.37	5,995	(995.00)	5,000	-16.6%
1211010 · Worker's Compensation	322.00	279.75	260.00	283.00	481	(101.00)	380	-21.0%
1211011 · Gen Property/Liability Ins.	17,802.00	19,130.00	17,616.00	20,380.00	21,261	1,589.00	22,850	7.5%
1211012 · Accounting Services	8,610.73	17,819.70	35,522.82	3,599.58	14,000	2,500.00	16,500	17.9%
1211014 · Printing & Binding	6,797.49	7,534.00	10,172.26	7,376.50	8,298		8,298	0.0%
1211015 · Advertising	7,773.40	5,971.91	5,374.24	2,182.97	9,000		9,000	0.0%
1211016 · Computer, Internet & Website Svc	21,924.79	29,244.03	23,644.79	15,032.84	28,550		28,550	0.0%
1211017 · Postage	2,266.28	2,492.47	2,459.66	2,236.36	5,000		5,000	0.0%
1211018 · Telecommunications	6,626.56	7,651.29	8,814.62	7,229.90	7,500		7,500	0.0%
1211019 · Mileage Allowance	531.94	1,188.74	1,240.64	2,028.85	3,250		3,250	0.0%
1211020 · Meals & Lodging	1,622.63	3,881.96	4,233.84	5,119.72	7,000		7,000	0.0%
1211021 · Convention & Education	768.90	5,250.00	2,610.00	4,905.00	10,000		10,000	0.0%
1211022 · Miscellaneous	280.00	387.00	897.72	270.00	2,000		2,000	0.0%
1211024 · Books, Dues & Subscriptions	14,540.91	17,366.48	10,837.90	6,352.82	12,075	7,000.00	19,075	58.0%
1211025 · Office Supplies	5,637.56	5,528.88	8,647.02	5,524.92	8,500		8,500	0.0%
1211026 · Equipment Rental	2,588.38	0.00	0.00	0.00			0	0.0%
1211030 · Capital Outlay-Machinery/Equip	7,550.65	14,063.60	2,917.39	4,700.59	5,000		5,000	0.0%
1211032 · Professional Services				0.00	20,000	(20,000.00)	0	-100.0%
Total 12110 · TOWN ADMINISTRATION	564,233.09	760,264.30	839,736.15	686,867.25	945,952		1,094,189	15.7%
12210 · LEGAL SERVICES								
1221001 · Legal Services	37,337.19	83,646.27	72,518.00	60,383.40	100,000	4,300.00	104,300	4.3%
1221002 · Legal - Pass Through Fees	0.00	0.00	0.00	0.00			0	0.0%

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12210 · LEGAL SERVICES - Other	0.00	0.00	0.00	0.00			0	0.0%
Total 12210 · LEGAL SERVICES	37,337.19	83,646.27	72,518.00	60,383.40	100,000		104,300	4.3%
12240 · INDEPENDENT AUDITOR								
1224001 · Auditing Services	0.00	18,400.00	21,200.00	0.00	28,050		28,050	0.0%
Total 12240 · INDEPENDENT AUDITOR	0.00	18,400.00	21,200.00	0.00	28,050		28,050	0.0%
Total 01 · ADMINISTRATION	621,170.22	884,109.74	971,118.32	775,421.36	1,116,152		1,273,639	14.1%
03 · PUBLIC SAFETY								
31100 · POLICE DEPARTMENT								
3110001 · Salaries & Wages - Regular	463,483.04	490,418.46	616,516.99	548,539.17	726,867	42,767.00	769,634	5.9%
3110003 · Salaries & Wages - OT Premium	25,062.93	24,249.35	29,765.48	33,041.14	24,000	6,000.00	30,000	25.0%
3110013 · Salaries & Wages - OT Select En	11,257.22	4,281.05	0.00	0.00			0	0.0%
3110004 · Salaries & Wages - Holiday Pay	26,255.98	28,306.77	34,512.60	36,373.11	39,182	2,272	41,454	5.8%
3110005 · Salaries & Wages - Part Time	45,930.00	75,860.00	43,260.00	35,700.00	27,000		27,000	0.0%
3110006 · Salaries & Wages - VDOT	0.00	0.00	0.00	0.00			0	0.0%
3110007 · Salary & Wages - DMV Grant	0.00	8,780.24	12,646.62	15,911.08	26,240	(6,000.00)	20,240	-22.9%
3110008 · Salaries & Wages - Laney Detail	0.00	0.00	0.00	0.00			0	0.0%
3110010 · Salaries & Wages - Bonus	0.00	0.00	0.00	0.00			0	0.0%
3110011 · Salaries & Wages - Recruit. Bon	0.00	0.00	0.00	0.00			0	0.0%
3110012 · Salaries & Wages - PT Admin.	8,450.00	12,332.50	13,087.50	12,505.00	39,000	28,600.00	67,600	73.3%
3110020 · FICA/MEDICARE	43,269.40	48,089.06	55,673.99	49,897.73	67,018	5,460.00	72,478	8.1%
3110021 · VRS	27,914.54	30,277.41	79,884.11	74,434.30	95,438	23,317.00	118,755	24.4%
3110022 · Health Insurance	74,844.84	81,424.60	103,165.60	104,896.00	135,206	30,730.00	165,936	22.7%
3110023 · Life Insurance	6,215.98	6,620.46	7,143.15	6,689.48	8,521		8,521	0.0%
3110024 · Disability Insurance	2,597.14	2,352.56	1,848.78	1,671.29	3,070		3,070	0.0%
3110025 · Unemployment Insurance	3,235.03	770.24	120.98	0.00	4,800	960.00	5,760	20.0%
3110026 · Workers' Compensation Insurance	20,067.00	21,692.25	23,627.00	27,496.00	32,868	(2,518.00)	30,350	-7.7%
3110027 · Line of Duty Act Insurance	4,705.00	4,705.00	5,118.00	5,117.00	5,120		5,120	0.0%
3110028 · Legal Services	26,678.11	53,267.90	29,865.51	18,737.46	30,379	2,121.00	32,500	7.0%
3110032 · Computer, Internet & Website	4,354.99	3,625.00	5,969.23	4,270.00	10,000	10,000.00	20,000	100.0%
3110033 · Postage	109.44	41.20	0.00	55.92	100		100	0.0%
3110034 · Telecommunications	12,608.69	12,866.68	14,418.18	9,154.65	18,700		18,700	0.0%
3110035 · General Prop Ins (Vehicles)	3,891.00	4,871.00	6,180.00	7,465.00	7,630		7,630	0.0%
3110037 · Meals and Lodging	2,515.01	2,957.09	2,226.56	5,614.78	5,000	5,000.00	10,000	100.0%
3110038 · Convention & Edu. (Training)	3,926.41	4,189.95	1,539.26	364.00	10,800	5,000.00	15,800	46.3%
3110040 · Annual Dues & Subscriptions	12,085.09	7,487.17	16,399.58	11,670.15	21,000	(660.00)	20,340	-3.1%
3110041 · Office Supplies	4,624.36	3,880.33	7,052.26	3,877.81	10,000		10,000	0.0%
3110042 · Vehicle Fuels	29,201.80	33,942.50	31,136.11	23,525.68	36,700	15,000.00	51,700	40.9%
3110043 · Vehicle Maintenance/Supplies	18,933.70	13,553.26	27,392.22	12,508.65	22,000	3,000.00	25,000	13.6%
3110044 · Repairs/Maintenance Supplies	0.00	0.00	9,134.56	0.00	0		0	0.0%
3110045 · Uniforms & Police Supplies	28,069.06	48,251.27	44,771.86	48,554.41	55,901	5,000.00	60,901	8.9%
3110049 · Grant Expenditures	0.00	0.00	14,520.93	0.00			0	0.0%
3110052 · Office Equipment Rental	5,459.28	0.00	0.00	0.00			0	0.0%

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3110056 · Capital Outlay-Machinery/Equip	45,518.56	90,481.20	147,551.87	125,639.45	159,900	(159,900.00)	0	-100.0%
3110057 · Capital Outlay-Furniture/Fixture	0.00	7,482.00	0.00	0.00			0	0.0%
3110058 · DMV Grant - Payback of Reimburse	4,974.47	0.00	0.00	0.00			0	0.0%
3110060 · Capital Outlay - Improvements	0.00	11,856.60	0.00	0.00			0	0.0%
Total 31100 · POLICE DEPARTMENT	966,238.07	1,138,913.10	1,384,528.93	1,223,709.26	1,622,440		1,638,589	1.0%
32100 · FIRE & RESCUE								
3210001 · Contributions to other Govt Ent	0.00	0.00	0.00	69,159.87	84,160	(69,160.00)	15,000	-82.2%
Total 32100 · FIRE & RESCUE	0.00	0.00	0.00	69,159.87	84,160		15,000	-82.2%
34100 · BUILDING OFFICIAL								
3410001 · Erosion & Sedimentation Ins.	0.00	0.00	0.00	0.00			0	0.0%
Total 34100 · BUILDING OFFICIAL	0.00	0.00	0.00	0.00	0.00		0.00	0.0%
Total 03 · PUBLIC SAFETY	966,238.07	1,138,913.10	1,384,528.93	1,292,869.13	1,706,600		1,653,589	-3.1%
04 · PUBLIC WORKS								
4110002 · Street Beautification - HF	0.00	1,994.94	2,213.00	0.00			0	0.0%
4110003 · E & S Inspections	0.00	0.00	0.00	0.00			0	0.0%
43200 · REFUSE COLLECTION							0	
4320001 · Trash Removal Contract	94,296.33	105,465.15	202,405.22	159,880.12	216,995	8,680.00	225,675	4.0%
Total 43200 · REFUSE COLLECTION	94,296.33	105,465.15	202,405.22	159,880.12	216,995		225,675	4.0%
43100 · MAINT OF 15000 Wash St./Grounds								
4310001 · Repairs/Maintenance Services	98,742.20	99,209.83	82,027.48	88,980.74	100,000		100,000	0.0%
4310002 · Maint Svc Contract-Pest Control	854.80	3,504.00	1,929.00	1,026.00	2,500		2,500	0.0%
4310003 · Maint Svc Contract-Landscaping	26,110.00	27,064.85	25,775.00	20,950.00	45,000		45,000	0.0%
4310004 · Maint Svc Contract Snow Removal	0.00	5,252.00	24,197.00	15,957.00	20,000		20,000	0.0%
4310005 · Maint Svc Cont- Street Cleaning	0.00	0.00	0.00	0.00			0	0.0%
4310007 · Electric/Gas Services	16,904.55	17,148.12	17,520.33	14,150.11	18,593		18,593	0.0%
4310008 · Electrical Services-Streetlight	4,604.73	4,250.01	4,043.11	2,943.20	5,500		5,500	0.0%
4310009 · Water & Sewer Services	4,186.80	4,542.19	4,680.75	3,827.42	6,350		6,350	0.0%
4310010 · Janitorial Supplies	257.85	169.15	0.00	0.00			0	0.0%
4310011 · Real Estate Taxes	1,429.71	1,135.16	1,122.18	577.48	1,500		1,500	0.0%
4310015 · Maintenance - Vehicle Fuel	755.00	1,451.81	1,580.63	1,169.25	3,000		3,000	0.0%
4310016 · Maint - Vehicle Maintenance	965.63	1,013.30	1,275.36	606.22	3,000		3,000	0.0%
4310017 · Military Banner	0.00	0.00	0.00	3,092.25				0.0%
Total 43100 · MAINT OF 15000 Wash St./Grounds	154,811.27	164,740.42	164,150.84	153,279.67	205,443		205,443	0.0%
Total 04 · PUBLIC WORKS	249,107.60	272,200.51	368,769.06	313,159.79	422,438		431,118	2.1%
06 · ECONOMIC DEVELOPMENT								
60000 · Tourism/Traveling Marketing	122,505.02	117,094.89	160,533.10	91,532.58	128,571	21,429.00	150,000	16.7%
60001 · Town Tourism	31,903.56	38,192.19	52,886.96	48,406.64	85,714	14,286.00	100,000	16.7%
60003 · Advertising	0.00	1,125.72	1,069.59	1,069.59	22,000		22,000	0.0%
Total 06 · ECONOMIC DEVELOPMENT	154,408.58	156,412.80	214,489.65	141,008.81	236,285		272,000	15.1%
07 · PARKS, REC & CULTURAL								

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70000 · HAYMARKET COMMUNITY PARK								
7000001 · Grounds Maintenance/Repairs	13,214.30	11,324.22	15,271.99	10,635.00	15,000		15,000	0.0%
7000003 · Demolition	0.00	0.00	161,749.00	0.00	0		0	0.0%
Total 70000 · HAYMARKET COMMUNITY PARK	13,214.30	11,324.22	177,020.99	10,635.00	15,000		15,000	0.0%
71110 · EVENTS								
7111001 · Advertising - Events	2,094.14	1,944.00	5,015.00	9,214.07	9,950		9,950	0.0%
7111003 · Contractual Services	58,002.80	55,810.22	52,557.37	69,169.14	64,150	6,000.00	70,150	9.4%
7111004 · Events - Other	12,986.80	34,089.97	37,484.29	33,653.90	35,900	3,000.00	38,900	8.4%
7111005 · Police Department Events	0.00	2,315.28	7,361.84	6,576.29	7,800		7,800	0.0%
7111006 · Farmer's Market	722.14	1,828.43	9,113.04	1,997.31	14,000		14,000	0.0%
71110 · EVENTS - Other	0.00	0.00	0.00	0.00			0	0.0%
Total 71110 · EVENTS	73,805.88	95,987.90	111,531.54	120,610.71	131,800		140,800	6.8%
72200 · MUSEUM								
7220009 · Advertising	0.00	0.00	0.00	0.00	1,000		1,000	0.0%
7220012 · Telecommunications	1,650.11	1,430.43	1,501.15	1,153.61	2,200		2,200	0.0%
7200015 · Books, Dues & Subscriptions	30.00	0.00	30.00	0.00	250		250	0.0%
7200016 · Office Supplies	0.00	0.00	0.00	0.00			0	0.0%
7220018 · Exhibits & Programs	400.00	400.00	400.00	500.00	2,500		2,500	0.0%
Total 72200 · MUSEUM	2,080.11	1,830.43	1,931.15	1,653.61	5,950		5,950	0.0%
Total 07 · PARKS, REC & CULTURAL	89,100.29	109,142.55	290,483.68	132,899.32	152,750		161,750	5.9%
08 · COMMUNITY DEVELOPMENT								
81100 · PLANNING COMMISSION								
8110001 · Salaries & Wages - Regular	2,325.00	2,005.00	1,615.00	1,675.00	5,670		5,670	0.0%
8110002 · FICA/Medicare	213.06	183.60	112.40	105.20	500		500	0.0%
8110003 · Consultants - Engineer	7,549.64	9,101.85	6,648.52	14,604.72	10,000	20,000.00	30,000	200.0%
8110004 · Consultants - Comp Plan	0.00	0.00	0.00	0.00	5,000	30,000.00	35,000	600.0%
8110005 · Mileage Allowance	0.00	0.00	0.00	0.00	250	250.00	500	100.0%
8110006 · Meals & Lodging	0.00	0.00	0.00	0.00	700	300.00	1,000	42.9%
8110007 · Convention/Education	820.45	0.00	0.00	0.00	1,000	500.00	1,500	50.0%
8110009 · Engineer - Pass Through	32,252.50	35,724.64	26,001.99	36,720.00			0	0.0%
Total 81100 · PLANNING COMMISSION	43,160.65	47,015.09	34,377.91	53,104.92	23,120		74,170	220.8%
81110 · ARCHITECTURAL REVIEW BOARD								
8111001 · Salaries & Wages - Regular	2,340.00	2,430.00	2,340.00	1,395.00	5,830		5,830	0.0%
8111002 · FICA/Medicare	154.73	148.39	194.11	102.52	446		446	0.0%
8111003 · Mileage Allowance				0.00	0	500.00	500	100.0%
8111004 · Meals & Lodging				0.00	0	1,000.00	1,000	100.0%
8111005 · Convention & Education	820.45	0.00	0.00	0.00	1,500		1,500	0.0%
Total 81110 · ARCHITECTURAL REVIEW BOARD	3,315.18	2,578.39	2,534.11	1,497.52	7,776		9,276	19.3%

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81111 · Board Of Zoning Appeals								
8111101 · Convention & Education	833.90	0.00	0.00	0.00	1,500		1,500	0.0%
8111102 · FICA / Medicare	0.00	0.00	0.00	0.00	103		103	0.0%
8111103 · Salaries & Wages - Regular	0.00	0.00	0.00	0.00	1,325		1,325	0.0%
8111104 · Mileage Allowance	0.00	0.00	0.00	0.00	0	500.00	500	100.0%
8111105 · Meals & Lodging	0.00	0.00	0.00	0.00	0	1,000.00	1,000	100.0%
8111106 · BZA Legal	0.00	0.00	0.00	0.00	0	1,500.00	1,500	100.0%
Total 81111 · Board Of Zoning Appeals	833.90	0.00	0.00	0.00	2,928		5,928	102.5%
Total 08 · COMMUNITY DEVELOPMENT	47,309.73	49,593.48	36,912.02	54,602.44	33,824	-	89,374	164.2%
09 · NON-DEPARTMENTAL								
90001 · Return of Surplus RE Tax Rev	249,323.53	0.00	0.00	0.00			0	0.0%
90002 · Payment for Stolen Check	0.00	45,518.56	0.00	0.00			0	0.0%
90003 · VRSA Refund	0.00	45,518.56	0.00	0.00			0	0.0%
90004 · VA Treasury - Unclaimed Property	0.00	0.00	0.00	4,510.00	4,510	(4,510.00)	0	-100.0%
91000 · Contingency Funds	0.00	0.00	0.00	0.00	0	247,749.00	247,749	100.0%
95100 · DEBT SERVICE								
9510002 · General Obligation Bond - Prin	160,100.00	137,800.00	70,700.00	69,400.00	69,400	(3,250.00)	66,150	-4.7%
9510003 · General Obligation Bond - Int	8,556.89	4,944.91	2,461.63	815.45	820	(820.00)	0	-100.0%
9510005 · Capital Lease Pmt - Principal	0.00	7,048.99	0.00	0.00			0	0.0%
9510006 · Capital Lease - Interest Payment	0.00	721.01	0.00	0.00			0	0.0%
Total 95100 · DEBT SERVICE	168,656.89	150,514.91	73,161.63	70,215.45	70,220		66,150.00	-5.8%
Total 09 · NON-DEPARTMENTAL	417,980.42	241,552.03	73,161.63	74,725.45	74,730		313,899	320.0%
94102 · HAYMARKET COMMUNITY PARK								
Architecture/Engineering Fees	6,252.50	0.00	0.00	0.00			0	
Total 94102 · HAYMARKET COMMUNITY PARK	6,252.50	0.00	0.00	0.00	0.00	-	0	
94103 · PEDESTRIAN IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00			0	
94104 · Street Scape - Park Sidewalk							0	
9410401 · Architectural/Engineering Fees	63,836.00	16,713.49	0.00	0.00			0	
9410402 · Construction	0.00	0.00	687,165.12	900.00			0	
Total 94104 · Street Scape - Park Sidewalk	63,836.00	16,713.49	687,165.12	900.00	0.00	-	0.00	
94105 · PERSONNEL								
EMPLOYEE BENEFITS								
6560 · Payroll Processing Fees	-0.04	0.02	-0.05	-0.04			0	
Total EMPLOYEE BENEFITS	-0.04	0.02	-0.05	-0.04	0.00		0.00	
Total 94105 · PERSONNEL	-0.04	0.02	-0.05	-0.04	0.00		0.00	
94106 · TOWN CENTER MASTER PLAN								
9410601 · Architectural/Engineering Fees	22,795.11	2,046.78	0.00	0.00			0	

Proposed FY2027 Budget Town of Haymarket

DRAFT
Section VI, Item2.

Proposed FY2027 Budget	Actuals FY2023	Actuals FY2024	Actuals FY2025	Current Actuals 04.21.2026	FY2026 Budget	Proposed Changes	Proposed FY2027 Budget	Percentage of Change from FY2026
Total 94106 · TOWN CENTER MASTER PLAN	22,795.11	2,046.78	0.00	0.00	0.00	-	0.00	
94107 · BLIGHT MITIGATION								
9410701 · Building Official/Engr.	0.00	0.00	0.00	0.00	5,000	15,000.00	20,000	300.0%
94107 · BLIGHT MITIGATION - Other	0.00	0.00	0.00	0.00			0	
Total 94107 · BLIGHT MITIGATION	0.00	0.00	0.00	0.00	5,000	15,000.00	20,000	300.0%
94108 · Capital Improvement Funds Expense								
9410801 · Washington St - Streetscape	0.00	0.00	6,846.58	1,362.37	55,000	(55,000.00)	0	-100.0%
9410802 · Sidewalk Repairs	0.00	0.00	0.00	0.00	50,000	(50,000.00)	0	-100.0%
9410803 · Town Gateway Signs	0.00	0.00	0.00	0.00			0	
9410804 · VDOT Historic District Signage	0.00	0.00	0.00	0.00			0	
9410805 · Town Hall / Museum Security Sys	0.00	0.00	3,020.00	0.00	212,734	(212,734.00)	0	-100.0%
9410806 · Message Board Trailer	0.00	0.00	19,507.02	0.00			0	
94108 · Capital Improvement Funds Expense - Other	0.00	19,611.61	0.00	0.00			0	
Total 94108 · Capital Improvement Funds Expense	0.00	19,611.61	29,373.60	1,362.37	317,734		0	-100.0%
94109 · Storm Water Grant Match	0.00	0.00	40,000.00	0.00			0	
Total Expense	2,638,198.48	2,890,296.11	4,096,001.96	2,786,948.63	4,065,513		4,215,369	3.7%
Net Revenue	671,047.51	1,090,519.38	942,293.32	509,357.43	0		0	
OTHER - REVENUES								
50000 · CARES Act Funds	0.00	0.00	0.00	0.00	0		0	0.0%
50001 · American Rescue Plan Funds	86,631.11	0.00	0.00	16,687.50	108,000	992,000	1,100,000	918.5%
50002 · Development Funds	0.00	0.00	0.00	0.00	443,664	300,000	743,664	67.6%
50002 · Capital Improvement Funds	0.00	0.00	0.00	0.00		371,800	371,800	
51000 · Loan Proceeds	0.00	0.00	0.00	0.00	0	1,100,000	1,100,000	100.0%
Total Other Revenues	86,631.11	0.00	0.00	16,687.50	551,664		3,315,464	501.0%
OTHER - EXPENDITURES								
98000 · Development Expenditures								
98000-1 · Parks & Recreation	0.00	0.00	0.00	0.00	443,664		443,664	0.0%
Total 98000 · Development Expenditures	0.00	0.00	0.00	0.00	443,664		443,664	0.0%
97000 · CARES Act Expenses	0.00	0.00	0.00	0.00			0	
97001 · American Rescue Plan Expenses							0	
97001-1 · Park Sidewalk	0.00	0.00	0.00	5,627.50	8,000	(8,000)	0	
97001-2 · Town Website	0.00	0.00	0.00	0.00	50,000	(50,000)	0	-100.0%
97001-3 · Town Center	0.00	0.00	0.00	11,060.00	50,000	2,450,000	2,500,000	4900.0%
Total 97001 · American Rescue Plan Expenses	0.00	0.00	0.00	16,687.50	108,000		2,500,000	2214.8%
97002 · Capital Improvement Projects								
97002-0 · Police Department Equipment					0	121,800	121,800	100.0%
97002-1 · Washington St - Streetscape					0	50,000	50,000	100.0%

Proposed FY2027 Budget
Town of Haymarket

DRAFT
Section VI, Item2.

Proposed FY2027 Budget	Actuals FY2023	Actuals FY2024	Actuals FY2025	Current Actuals 04.21.2026	FY2026 Budget	Proposed Changes	Proposed FY2027 Budget	Percentage of Change from FY2026
97002-2 · Sidewalk Repairs					0	50,000	50,000	100.0%
97002-3 · Town Hall / Museum Security Sys						100,000	100,000	
97002-4 · Maintenance Vehicle					0	50,000	50,000	100.0%
Total 97002 · Capital Improvement Projects	0.00	0.00	0.00	0.00	0		371,800	100.0%
Total Other Expenditures	0.00	0.00	0.00	16,687.50	551,664		3,315,464	0.0%
Net Other Revenue	86,631.11	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Net Income	757,678.62	1,090,519.38	942,293.32	509,357.43	0.00	0.00	0	0.0%
Total Operational Budget & Other Budget	2,638,198	2,890,296	4,096,002		4,617,177	0	7,530,833	



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

Memorandum

To: Town Council

From: Lydia Schauss, Town Planner

Emily L. Kyriazi, Town Manager & Zoning Administrator

Date: April 22, 2026

Re: QBE Schoolhouse Rezoning, 14600 Washington St Haymarket Va 20169

Town staff received and reviewed an application to rezone 7.25 acres of an 8.84-acre property at 14600 Washington Street on October 2nd, 2025, from Graystone Developers. The application proposes the development of 58 townhomes on the rezoned portion and retention of the schoolhouse building for commercial use. The application and development are subject to ARB approval of a demo permit for the 1960s portion of the Gainesville District School building. On December 9th, 2025, the Planning Commission set a Public Hearing date for January 20th, 2026. Following the public hearing on January 20th, the regularly scheduled PC Meeting was held to discuss the application.

Graystone Developers resubmitted their application on February 26th, 2026, for reconsideration at the March 10th, 2026, Planning Commission Meeting. The applicant discussed changes to the Zoning Map Amendment and Narrative, including the decision to reuse the historic Lewis Home as it currently stands and inclusion of the crosswalk from Greenhill Crossing to the QBE property on Washington St. subject to VDOT approval. Commissioners held discussion with the developers regarding traffic, density, and site aesthetic concerns.

At the regularly scheduled April 14th Planning Commission meeting, Graystone Developers discussed March 27th, 2026, resubmission. The Commission heard from Town Staff a formal recommendation for approval based on five key points. Following discussion, Chairman Jerome Gonzalez made a motion for a resolution of recommendation to Town Council.

Staff Directive: Town Council must set a Public Hearing on the Schoolhouse Commons Rezoning Application, Town Staff is recommending June 1st, 2026.

Additionally, Town Council must set a Public Hearing date for the VDOT Maintenance Road Abandonment, see attachment C for further information, Town Staff is recommending June 1st, 2026.

Attachments

A – April 14th, 2026, Staff Report & Formal Recommendation to PC

B – Resolution Recommending Approval of Schoolhouse Commons Rezoning

C – VDOT Maintenance Road Abandonment Memo

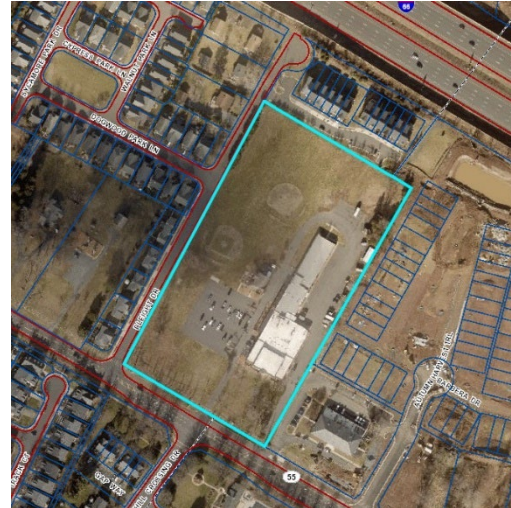


Town of Haymarket
15000 Washington Street, #100
Haymarket, VA 20169
703-753-2600

STAFF REPORT

PC Meeting Date: April 14, 2026
Agenda Title: Schoolhouse Commons Rezoning
Zoning District: B-1 Town Center
Requested Action: Formal Review for Planning Commission
Staff Lead: Lydia Schauss, Town Planner
Emily Kyriazi, Town Manager and Zoning Administrator

EXECUTIVE SUMMARY



The applicant has submitted a rezoning application for the Schoolhouse Commons property, requesting a change from the existing B-1 Town Center zoning designation to a split zoned configuration consisting of B-1 Town Center and R-2 Residential.

The purpose of the rezoning is to rezone 7.25 acres of the property to R-2, residential, and construct 58 townhouses, while maintaining 1.59 acres as commercial B-1. The proposed improvements and rezoning on site would create a mixed-use parcel, with a combination of active commercial businesses and residential homes. The surrounding area comprises of mainly residential uses, varying in density and less intense commercial uses. It shall be noted the commercial uses are located within Prince William County. The subject property is on the Town's outer-most eastern border at the Prince William County line.

Upon receiving and reviewing the resubmitted rezoning application, the Town is providing a formal review and recommendation based on Graystone Developers application in accordance with the Town Zoning Ordinance, Comprehensive Plan, and surrounding land use context.

BACKGROUND

Request: The applicant, Graystone Companies, LLC., has submitted a rezoning application for Schoolhouse Commons Neighborhood on the QBE property for an 8.84-acre Mixed-Use Community.

Site Location: 14600 Washington Street, near the northeast corner of the intersection of Washington St and Greenhill Crossing Dr (Intersection #2) and Washington St and Bleight Dr (Intersection #1).

This property is locally known as Quality Business Engineering (QBE) and may be referred to as such in the following report and discussion.

Zoning: The entirety of the site is currently zoned B-1, Town Center. The total acreage of the current site is 8.84 acres.

Surrounding Land Uses: The parcel currently is home to commercial businesses varying in types of business to include office use, restaurants, brewery, dance studio, and fitness facilities. The open space fields are for the private use of the property owner and tenants; these fields are not for public use at this time.

Immediately on site near the main building is a Lewis Home single family home that has been repurposed as a restaurant, carry-out use. The proposal specifies the reuse of the Lewis Home, by integrating it into the development as an adaptive reuse project, a planned community center. The historic Gainesville District School building (brick structure) will remain in place with the proposed removal of several tenant spaces on the rear end of the structure. The site is surrounded by R-2 zoned properties to the north, west, and east of the property, with R-1 zoned single family neighborhoods and the Town Park just outside of the adjacent R-2 zoned properties. To the east of the site in Prince William County there are several multitenant commercial buildings and residential subdivisions.

Historical Background and Context: Located on the eastern side of the property, Gainesville District 19 School 35 is a historically significant building with deep ties to the Town’s educational heritage. Constructed in 1935, the school was built in response to severe overcrowding at the 1884 Old Town School building, as well as at Haymarket High School, which opened in 1910. Recognizing the growing need for additional educational space, the School Board resolved in 1934

to construct a new facility. Construction began in May 1935, and the school officially opened in December of the same year.

Gainesville District 19 School 35 originally served elementary-grade students. As the Town's population increased, enrollment rose steadily, necessitating a series of expansions over the following decades. The first addition, completed in 1946, included four new classrooms, a clinic/office, a library, and a kitchen and cafeteria. A second expansion in 1954 added four additional classrooms and a vestibule to the west wing. The final major addition occurred in 1963, when five more classrooms were constructed and the cafeteria was expanded once again. The school remained in the hands of Prince William County until 2013 when it was sold to QBE LLC.

In 2013, the Lewis home was moved from 14710 Washington St to 14600 Washington St for commercial use. The building was located on the Town's property and formerly used as a Police Department. The building is a confirmed Lewis Manufacturing Company Kit Home circa 1926. With historical and architectural markers such as bracket type eaves, window and door trim taper treatments, pillar design, and handwritten numbers (in grease pencil in attic), the home was identified as the La Vitello model from Lewis Manufacturing.

Graystone Companies, LLC., intends the Schoolhouse Commons as a development that complements the existing character of the Town while providing opportunities for commercial and residential growth. The requested rezoning is intended to implement this vision by downzoning 7.25 of 8.84 acres (GPIN 7397-19-1734) from B-1 Town Center to R-2 Residential District and constructing 58 townhomes. The R-2 district is limited to 8 residential units per acre, with a projected increase in population associated with the development, estimated at approximately 186 residents based on an average of 3.2 persons per household. Graystone developer intends to remove the 1960s edition of the school, resulting in a loss of roughly three tenant spaces, for parking and rezoning of land to R-2.

STAFF REVIEW

Application Review according to Zoning Ordinance Section 58-3.7, Section 58-4.12, and Section 58-4.14 (General Development Plan)

The Schoolhouse Commons Rezoning submission addresses the intent and core requirements for a GDP by providing a written and graphic description of the proposed uses, justification for the zoning map amendment, and a conceptual layout of land use, circulation, and amenities. The document includes statements addressing development intensity, building height, dwelling units, buffering of adjacent properties, and on-site improvements, consistent with the level of detail typically expected at the rezoning stage.

Matters to be Considered in Application Review (per Section 58-4.12 of the Zoning Ordinance)

(\$58-4.12(7) and \$58-3.7(10))

The narrative and analysis estimates that the 58 townhomes and 22,218 square feet of retained commercial space will generate approximately 24 AM peak-hour trips* and 26 PM peak hour trips. The study evaluates six intersections within the defined study area and concludes that with the proposed access reconfigurations (below), all intersections are projected to operate at VDOT acceptable levels of service**.

The system peak hours for the six (6) study intersections were determined to be: Weekday Morning (AM) Peak Hour: 8:00 AM to 9:00 AM, Weekday Afternoon (PM) Peak Hour: 4:30 PM to 5:30 PM, Saturday (SAT) Peak Hour: 5:45 PM to 6:45 PM.

- 1. Conversion of the primary Washington Street driveway to full access,
- 2. Closure of the existing exit-only driveway,
- 3. Construction of an entry-exit at Bleight Drive, and
- 4. Implementation of a westbound right-turn taper at Washington street,

The application also identifies proposed pedestrian and bicycle accommodations along the site frontage, including a crosswalk across Washington St (subject to VDOT approval) and a westbound bike lane.

**VDOT defines “Peak Hour Factor” as “Hourly traffic volume during maximum volume hour of the day divided by the peak 15-minute flow rate within the peak hour. PHF is a measure of traffic demand fluctuation within the analysis hour.”*

***VDOT identifies Level of Service D as acceptable and is generally described as “Approaching unstable flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)”*

(\$58-4.12(8)(2))

The narrative acknowledges the presence of a historic and cultural resource (the Lewis Home) and the Gainesville District 19 School Building on the property and indicates that their locations have been incorporated in the overall site design.

The included Environmental Constraints Map reflects existing site conditions and areas of prior disturbance. Based on the documentation provided, the extent of prior site disturbance, and the applicant’s stated commitment to Lewis Home preservation in place, the Town does not intend to require additional archaeological or historical surveys as part of the rezoning review. Detailed protection measures, if necessary, will be addressed during subsequent stages of site plan review and construction.

(§58-4.12(8)(5))

The submission provides clear numeric limits for development intensity. Under the proposed R-2 zoning, 7.25 acres (approximately 82% of the site) would be limited to 40% maximum lot coverage, representing a down zoning in allowable development intensity. Under the B-1 zoning, the entire 8.84-acre site could be developed with up to 85% maximum coverage. The revised submission adheres to all Town zoning area regulations.

(§58-4.12(8)(6))

The submission identifies special amenities intended to serve future residents and the surrounding community, including common green spaces, pedestrian connections, and shared open space areas integrated into the site layout. The document references enhanced landscaping along Washington Street and interior open spaces to support buffering, and streetscape improvements.

The submission clearly depicts all landscaping requirements. Exact detailing of plant selections will be finalized in the site plan phase and in accordance with the approved Plant List in the Town's Zoning Ordinance.

The submission indicates the installation of two brick hardscape features located at the Washington Street entrance to enhance the site's streetscape and entry design. The submission additionally indicates the installation of a community gazebo at the front entry, to provide additional screening. Architectural concepts to be considered during site plan phase.

(§58-4.18(11))

The applicant has submitted a waiver request related to fencing requirements as part of the rezoning application. This request is considered a modification pursuant to Section 58-4.8(11) and is incorporated into the General Development Plan materials for consideration by the Town Council.

The Town is in discussion with applicant regarding the inclusion of additional fencing or hardened barrier adherent to ARB guidelines along the B-1 and shared parking boundary in lieu of a landscaping buffer. The preexisting privacy fence line is noted on the Conceptual Landscape Plan Sheet No. 9 of the Zoning Map Amendment and is additionally noted in the submitted narrative on page 2 (rezoning package page number 14 of 263).

Matters to be Considered in Application Review (per Section 58-4.14 of the Zoning Ordinance)

(§58-4.14) (b) The town planner shall require the development analysis to address the following as applicable:

- (1) Land Use Proposal addressing proposed mix of uses; methods of integrating and unifying architectural and site design within land buys; proposed landscaping features; proposed public amenities; proposed recreational facilities and other common open spaces; and relationships of proposed uses and site design.

The applicant proposes rezoning a portion of the subject property to the R-2 district, which would permit development of up to 58 dwelling units. The development analysis describes residential use consistent with the R-2 district in accordance with code section 58-10.2. The R-2 district is limited to 8 residential units per acre, with a projected increase in population associated with the development, estimated at approximately 186 residents based on an average of 3.2 persons per household.

The applicant has described the front and rear as having enhanced front elevations and cantilever decks over the rear loading driveways. The Town acknowledges the applicants' conceptual description for townhomes in the meet's early expectations for historic town aesthetics.

- (2) Historic site and landmark analysis, addressing the potential effects on significant cultural resources (architectural, historical, archaeological), and cemeteries or grave sites.

The applicant has revised the submission to reflect that the Lewis Home will remain in its current location on the property and is intended to function as a community gathering space with associated green area.

Should the rezoning be approved, appropriate documentation and site-specific protection measures will need to be established prior to the commencement of construction to ensure preservation of the structure during development activities.

With respect to the Gainesville District No. 19 School building, the Town acknowledges the applicants stated intent to request a waiver for parking to be located in front of the historic structure, as well as the future submission of a demolition permit application for removal of the rear addition to the building. All such requests will be subject to separate review and approval in accordance with applicable Town regulations.

(3) Whether the proposed plan adequately provides water and sanitary services to the proposed development.

The applicant indicates that water and sanitary sewer service would be provided to support the proposed development. The Town acknowledges the applicants' conceptual visual for stormwater management meets requirements.

Detailed utility capacity and infrastructure improvements, if any, will be evaluated during site plan review. Stormwater management is proposed to be addressed through the use of Best Management Practices (BMPs) in accordance with Town and state requirements and will be reviewed in detail at the site plan stage.

(4) The plan shall identify proposed tree save area, and buffer areas between potentially incompatible uses and along the boundaries of the proposed planned development.

The development analysis identifies a proposed tree buffer along the southern boundary (geographically) of the property adjacent to Washington Street. Staff notes that the narrative does not provide detail regarding the width, composition, or long-term maintenance of the buffer.

It shall be noted that the majority of the trees currently located along the Washington St frontage are in poor condition or dead. This shall be taken into consideration for the proposed tree buffer.

The Town acknowledges that all setbacks, buffers, and landscaping requirements in accordance with Zoning Ordinance Section 58-10.3 and 58-10.4 have been provided.

(§58-10.3)

"For lots containing a townhouse structure, the minimum lot frontage on a public street, private accessway, or common area shall be 20 feet, and on end units a minimum total lot width of 35 feet is required."

(§58-10.4)

"(a) Front. Each lot in the R-2 district shall have a front yard with a minimum depth of 15 feet from building face to the front property line. Such yard area may be encumbered by required driveway areas to garages, but not by accessory structures.

(b) Side. Each lot shall provide a minimum side yard of 15 feet from building wall to side property line, except in the case of:

(1) Interior townhouse units where the party wall creates a zero-lot line;

- (2) End loading units which may have an open porch not more than five feet or more in which an open deck may encroach an additional ten feet towards the property line; and*
- (3) Small lot detached single-family dwellings where the minimum setback from building wall to property line shall not be less than three feet to any property and shall be not less than 20 feet in the aggregate between adjoining structures.*
- (c) Rear. Each lot intended for a permitted use, except a townhouse and a small lot detached single-family dwelling, shall provide a minimum rear yard not less than 25 feet in depth measured from the rear building line to the rear property line. Each townhouse and a small lot detached single-family dwelling shall have a rear yard of 20 feet. Accessory buildings may be located within five feet of the rear property line and shall be 80 square feet or less”*

The Town request a detailed conceptual rendering of the front buffering fencing proposed on the ZMAP, along Washington St. Additionally Townhomes 4,5,26, & 27 have been updated to reflect the change in unit size from 24ft to 22ft.

The Town finds that all required setbacks and landscaping buffers on the GDP are in conformance with the Town’s Zoning Ordinance. The Town acknowledges the eastern, B-1 and PWC County line, buffering as an exemption, subject to approved modification/waiver.

(c) The town planner may require the development analysis to address any or all the following:

(1) Transportation system and analysis.

Prepared in accordance with VDOT and Town guidelines, the study analyzes traffic volumes, safety history, level of service, and queuing. The report concludes that, under all scenarios analyzed, the study intersections generally operate at acceptable levels of service with queues remaining within available storage. With development limited operational impacts at Site Access #1 during peak PM hours, and the study outlines specific access modifications and a right turn lane taper as mitigation measure.

The application proposes the addition of a westbound right-turn taper on Washington Street (Route 55) at the intersection with Greenhill Crossing Drive, Site Access #1 (Intersection #2), as a mitigation measure for future traffic conditions with development. Analysis using VDOT Road Design Manual (RDM) determined that a right-turn lane is not warranted, but that a right-turn taper is required during the PM and Weekend peak hours based on projected traffic volumes and turning movements. The roadway design speed is identified as 30mph, which results in a required taper length of 100 feet.

(2) Development Phasing Plan

Development phasing is to be discussed at a later date, with contingent approval by the Planning Commission, Town Council, and ARB. The applicant has acknowledged the R-2 developments are dependent on ARB acceptance of the future Demo Permit Application.

(3) Architectural Plan

The Town notes the application describes and depicts the forementioned pedestrian breezeway through the Schoolhouse Building. At this time there are no modifications proposed for the Schoolhouse building that intend to remain following demolition of the rear.

(4) Special or Unique Landscape Treatment

The following are the current inclusions meeting Town Ordinance; Bench and Lighting Streetscape & Required sidewalk paving. Additional detailed architectural concepts discussed meeting expectations in the application.

- Brick entry way hardscapes,
- Interior signage (“No Outlet” Signs & Marquess),
- Exterior signage (“No Parking” sign on Bleight subject to VDOT approval)
- Front façade fencing
- B-1 & PWC line fencing

(d) Additional conditions: The applicant shall also address other topics that may be deemed appropriate by the applicant or town planner. These may include...park facilities and other improvements:

The revised narrative addresses nearby public assets’; the Town Park, Silver Lake Park, and James S. Long Park. A detailed impact analysis was carried out by the applicant for PWC Parks Silver Lake and James S. Long, the chart is depicted below.

TABLE III-C.4

Developed Parks – Town Review

Park	Classification ^(a)	Distance from Development ^(b)	Drive Time Estimate ^(b)	Quality Score ^(a)	LOS Letter Grade ^(a)
James S. Long Park	Regional	3.8 miles	10 minutes	0.62	B-
Silver Lake Park	Regional	4.2 miles	12 minutes	0.65	B-
(a)Source: Prince William County Comprehensive Plan - Parks Recreation & Tourism.					
(b)Estimates determined using Google Maps.					

The County uses Level of Service Standards, which are standards by which each agency measures the quality of the service it provides. Based on the County's LOS stated goal for quality, the projected impact on these parks represents a requirement beyond existing capacity.

Due to the nature of James S. Long and Silver Lake as County Parks, and therefore not within the Town's responsibility, mitigations in response to the decrease in LOS Letter Grade, have not been considered. In addition, the narrative provides a detailed description of the Town Park, which currently does not have established LOS Standards.

As a result, the narrative does not evaluate potential adverse effects to the Town Park. While the described conditions could suggest impacts associated with the subject project, the absence of adopted LOS standards or applicable evaluation grading criteria prevents the analysis from formally attributing responsibility. As a result, no definitive conclusion regarding project related adverse effects have been made, although the possibility of negative outcomes cannot be entirely ruled out.

Review of Conformance with the Town’s Comprehensive Plan

Town Comprehensive Plan. 1.2.9 Community Design Policy

Commercial/Residential Blend East of Town’s Center

“Traveling east from the central portion of town, Haymarket unfolds in a pleasant mix of older, residential homes and low intensity commercial uses such as a veterinary clinic and a Baptist Church. This blend of use’s continues to the eastern town limit, where a neo-colonial residential development is across the street from public uses in two Sears houses fronted by a planned village green. The two Sears structures fit this area architecturally and historically and should be preserved, if at all possible. Almost all the land north and south of Washington Street is developed. Much of the available land on the north side of Washington Street seems well suited to low intensity commercial uses, with adequate buffering to separate it from residential neighborhoods. Whenever possible, existing residential buildings should be converted to commercial use, rather than have new buildings constructed, to continue the open, small-town atmosphere and sense of place.”

The proposed rezoning would revise the future land use designation of the 7.25 acres from Public Use to Moderate Density Residential. The Town’s Comprehensive Plan encourages a thoughtful mix of residential and commercial uses, particularly in areas that can support walkability, compatibility, and appropriate transitions between uses.

In consideration with the Town’s Comprehensive Plan lapse in update, the Town will take into consideration, the recently adopted Strategic Plan.

2025 Strategic Plan: Goals and Strategies:

- 1. Develop Transportation and Infrastructure to Improve Quality of Life and Maintain Small Town Feel.*
 - 1.2 Complete, expand, and maintain the town streetscape*
- 5. Preserve Haymarket History*
 - 5.3 Document and archive historical assets*

In consideration of the Town’s 2008-2013 Comprehensive Plan, the Town recognizes the willingness of Graystone Development group to incorporate the Towns’ historical features and consider the Towns’ community, small-business owners and small-town cultural approach.

Formal Recommendation

Based on staff review, the applicant has made substantial revisions to the application in response to Town requests and feedback from the Planning Commission. As a result, the Town finds the application to be consistent with the long-term goals and strategies outlined in the Comprehensive Plan and the adopted 2026 Strategic Plan.

It is the Town Staff's recommendation that the Haymarket Planning Commission recommend approval of the Schoolhouse Rezoning at 14600 Washington Steet to the Town Council. This recommendation is based on the following key findings:

- (a) The incorporation of residential housing, in compliance with the 8 units-per-acre density requirement, provides an appropriate and effective transition between existing residential neighborhoods and adjacent commercial uses.
- (b) The preservation and integration of historic structures on the property.
- (c) Continued support for small, locally owned businesses.
- (d) Advancement of Comprehensive Plan and Strategic Plan goals through a pedestrian-friendly, mixed-use development pattern.
- (e) Careful consideration of the Town's historic character and aesthetic.

The proposal's incorporation of residential housing (a) is thoughtfully designed to create a transition between commercial and residential uses. The placement of townhomes on the western portion of the property provides an effective buffer between the proposed commercial areas and existing residential neighborhoods. This component meets the Town's density requirements while enhancing compatibility with surrounding land uses. The residential area will also include green space, a community gathering area, and picnic seating.

The preservation of historic structures (b), including the Gainesville District 19 School Building and Lewis Home, reflects a strong commitment to maintaining the Town's cultural and architectural heritage. These structures are not only retained but integrated into the overall development plan in a meaningful way.

Support for small, locally owned businesses (c) is demonstrated through the applicant's ongoing coordination with existing business owners on the QBE property. These efforts highlight the value placed on sustaining local businesses that contribute to the Town's economic vitality and small-town character.

The proposal advances Comprehensive Plan and Strategic Plan goals (d) by promoting a pedestrian-friendly, mixed-use development. The inclusion of amenities such as open green space, a children’s play area, outdoor seating, and a gazebo fosters community interaction. Additionally, planned streetscape improvements, including landscaping, sidewalks, bike lanes, bench seating, fencing, and hardscape features, enhance walkability and connectivity.

Finally, the proposal reflects careful consideration of the Town’s historic character and aesthetic (e). The architectural design and site layout incorporate elements that are consistent with the Town’s established visual identity, ensuring that new development complements existing character.

The applicant has also addressed prior Town and Planning Commission feedback, expanding the project narrative and updating the Traffic Impact Analysis (TIA) to reflect earlier discussions and ensure consistency with Town expectations

STAFF RECOMMENDATION: Town Staff formally recommends that the Haymarket Planning Commission recommend approval for the Schoolhouse Commons Zoning Map Amendment Application #REZ2025-001.

Public Notice and Input

The Town posted notice of public hearing for the rezoning application for all residents of the Town in the Prince William Times on December 23rd, 2025 and January 8th, 2026. Additionally, public hearing signs were posted January 2nd and notice was shared on social media and Haymarket GoGov App. The Planning Commission is holding a public hearing for this application on January 20th, 2026.

Timing

The Planning Commission has until April 20th, 2026, which is 90 days from the first public hearing date, to act on the proposed rezoning proposal.

STAFF CONTACT INFORMATION

Emily Kyriazi, (703) 753-2600 ext. 204
ekyriazi@townofhaymarket.org

Lydia Schauss, (703) 753-2600 ext. 208
lschauss@townofhaymarket.org

ATTACHMENTS

A- Schoolhouse Commons Rezoning Package



Resolution PC # _____

Resolution Recommendation Approval of Schoolhouse Commons Rezoning

WHEREAS the Code of Virginia empowers the Haymarket Planning Commission to review land use applications to ensure the health safety and general welfare of the public, and

WHEREAS the Town has adopted a zoning ordinance codified as Article I through XIX of Chapter 58 of the Town Code of Ordinances for the purpose of promoting the health, safety and general welfare of the public and of further accomplishing the objectives of the code of Virginia, 15.2-2200 and 15.2-2283, and

WHEREAS the Code of Virginia provides that a zoning ordinance may include provisions for the granting of rezoning and the governing body of any city, county, or town may reserve unto itself the right to issue such special exemptions, and

WHEREAS the Supreme Court of Virginia has consistently held the exercise of that power to be a legislative, rather than an administrative act, and

WHEREAS the Haymarket Planning Commission has reviewed #REZ2025-001 for rezoning of 7.25 acres of an 8.84-acre property, to include 58 Residential Townhomes at 14600 Washington St., and

WHEREAS the #REZ2025-001 application allows for the remaining 1.59 acres to remain as B-1 for approximately 31,000 sq ft of commercial space at 14600 Washington St., and

WHEREAS the Applicant has provided the Amendment to Zoning Map application dated September 25, 2025, and a Generalized Development Plan dated October 2, 2025, and

WHEREAS the site is currently zoned B-1 and remains in the Historic Overlay District, and

WHEREAS the Town of Haymarket duly ordered, advertised, and held public hearing January 20th, 2026, at which time public testimony was received and the merits of the above-referenced case were considered, and

WHEREAS Town staff recommends that the Haymarket Planning Commission recommend approval of this Amendment to Zoning Map application for the reasons stated in the staff report, and

NOW THEREFORE, BE IT RESOLVED by the Haymarket Planning Commission, that in order to promote good zoning practices, Town of Haymarket Comprehensive Plan and Strategic Plan, it is recommended that the application #REZ2025-001 for the rezoning of 7.25 acres of commercial property and inclusion of 58 townhomes at 14600 Washington Street be approved.

Motion:

Second:

DRAFT



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

Section VI, Item3.

Memorandum

To: Town Council

From: Lydia Schauss, Town Planner

Emily L. Kyriazi, Town Manager & Zoning Administrator

Date: April 22, 2026

Re: VDOT Maintenance Road Abandonment, 14600 Washington Street SE Road

In accordance with Town Zoning Ordinance, the applicant Graystone Developers submitted the Zoning Map Amendment and Application Package to VDOT for comment on November 11th, 2025, and then for resubmission on January 7th, 2026, and March 16th, 2026.

Currently on the southeastern side of the property VDOT maintains the road on the side of the old school building. To proceed with development of the property Maintenance of this section of the roadway will need to be abandoned prior to approval of the plan.

The applicant requires a public hearing to proceed with abandoning the VDOT Route number and maintenance responsibility for the existing travel way. This travel way will be closed, and the current entry only is intended to operate as an entry & exit point. To assist in traffic flow, an additional entry & exit point is proposed at the rear of the site, on to Bleight Drive.



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

Memorandum

To: Mayor and Town Council
From: Kim Henry, Clerk of Council
Re: Procurement Policy
Date: April 27, 2026

Background: At the March Work Session, Town Manager Emily Kyriazi presented a draft procurement policy. She asked for Council to review the document and come back with edits or other recommendations to discuss at the April Work Session. Currently, she has not received any comments.

PURCHASING

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ARTICLE I – GENERAL PROVISIONS

Purpose

The purpose of this Policy / Ordinance is to establish the rules and regulations pertaining to the procurement from non-governmental sources of goods, contracts, insurance, construction and services for the Town of Haymarket, Virginia. Town employees are to follow the prescribed procedures outlined in this Policy / Ordinance. All purchases must comply with the Virginia Public Procurement Act of the Code of Virginia, as may be amended from time to time, as applicable to the Town.

The goal of this Chapter is to (1) obtain high quality goods and services at a reasonable cost; (2) ensure that all procurement procedures are conducted in a fair and impartial manner with the avoidance of any impropriety or appearance of impropriety; (3) ensure that all qualified vendors have access to public business; and (4) ensure that no offeror will be arbitrarily or capriciously excluded. The Town of Haymarket may, however, consider best value concepts when procuring goods and non-professional services.

Applicability

Except as otherwise provided, this Chapter shall apply to all procurements by the Town from non-governmental sources. This Chapter does not apply to the granting of franchises, the acquisition of real property or to any grants or contracts between the Town and the Commonwealth of Virginia or other governments.

Where a procurement transaction involves the expenditure of federal funds, the receipt of which is conditioned upon compliance with mandatory federal regulations not in conformance with the provisions of this Chapter, the Town shall comply with the mandatory regulations, notwithstanding the provisions of this Chapter and any otherwise applicable provisions of the Act.

Conflicts

If this ordinance conflicts with the mandatory of the Virginia Public Procurement Act (VPPA) or other applicable state or as federal law, the mandatory provision shall control. As a Town with a population of less than 3,500, the Town is exempt from VPPA except as stipulated Virginia Code § 2.2-4343(A)(9 And other applicable law. Where the Twon is exempt this ordinance shall control.

Definitions

As used in this Policy, terms not defined herein shall have the meanings set forth in the Virginia Public Procurement Act (VPPA). The following terms shall have the meanings indicated:

BEST VALUE CONCEPTS – The overall combination of quality, price and various elements of required services that in total are optimal to the Town’s needs.

BRAND NAME - A specification limited to one (1) or more items by manufacturers' name or catalogue numbers.

BUSINESS - Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity. **CONSTRUCTION** - Building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavating, grading or similar work upon real property.

CONSTRUCTION MANAGEMENT CONTRACT - A contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

CONTRACT - All types of Town agreements, regardless of what they may be called, for the procurement of goods, services, insurance or construction.

CONTRACTOR - Any person having a contract with the Town or a using agency thereof.

COUNCIL – The Town Council of the Town of Haymarket, Virginia

EMERGENCY - When a breakdown in machinery or equipment and/or a threatened termination of essential services or a dangerous condition develops, or when unforeseen circumstances arise causing curtailment or diminution of an essential service or where materials or services are needed to prevent loss of life or property.

FAITH-BASED ORGANIZATION – A religious organization that is or applies to be a contractor to provide goods or services for programs funded by a block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

GOODS - All materials, equipment, supplies, printing and automated data processing hardware and software.

GOVERNING BODY - The Town Council of the Town of Haymarket, Virginia.

IMMEDIATE FAMILY – A spouse, children, parents, brothers, sisters and any other person living in the same household as the employee.

INFORMALITY - A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INSURANCE - A contract whereby, for a stipulated consideration, one party undertakes to compensate the other for loss on a specified subject by specified perils.

INVITATION FOR BIDS - All documents, whether attached or incorporated by reference,

utilized for soliciting sealed bids. No confidential or proprietary data shall be solicited in any invitation for bids.

NON-PROFESSIONAL SERVICES - Any services not specifically identified as professional services as defined in this section.

OFFICIAL RESPONSIBILITY – Administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

PECUNIARY INTEREST ARISING FROM THE PROCUREMENT – A personal interest in a contract as defined in the Virginia State and Local Government Conflicts of Interests Act.

PERSONAL INTEREST - A financial benefit or liability as defined in the Virginia State and Local Government Conflict of Interests Act.

PROCUREMENT TRANSACTION – All functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

PROFESSIONAL SERVICES - Work performed by an independent contractor within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, medicine, optometry or professional engineering.

PUBLIC BODY - Any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this Chapter.

PUBLIC EMPLOYEE – Any person employed by the Town of Haymarket, including elected officials or appointed members of the governing body.

REQUEST FOR PROPOSALS - All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

RESPONSIBLE BIDDER OR OFFEROR - A person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

RESPONSIVE BIDDER - A person who has submitted a bid which conforms in all material respects to the invitation to bid.

SERVICES - Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of the equipment or materials, or the rental of equipment, materials and supplies.

SMALL BUSINESS - A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

TOWN – The Town of Haymarket, Virginia and/or its authorized representatives.

TOWN EMPLOYEE – For the purposes of this Chapter, any person employed by the Town of Haymarket, including elected officials or appointed members of the governing body.

Effective date; effect on prior contracts

- A. This Chapter shall become effective August 13, 2020.
- B. The provisions of this Chapter shall not apply to those contracts entered into prior to August 13, 2020, which shall continue to be governed by the procurement policies and regulations of the Town in effect at the time those contracts were executed.

Exemptions

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

- A. In accordance with applicable Virginia law, the Town may use informal small purchase procedures for goods and services, including professional services when the aggregate or sum of all phases is not expected to exceed \$25,000 excluding any construction for which competitive requirements apply.
- B. Purchases through the Virginia State Contract or other cooperative purchases as identified in §20.1-11 of this Chapter.
- C. Legal services, expert witnesses or other services associated with actual or potential litigation or regulatory proceedings.
- D. Purchases for special police work when the Chief of Police certifies to the Town Manager that the items are needed for police operations.
- E. Transportation related construction when the aggregate or sum of all phases is not expected to exceed \$25,000.
- F. Insurance or electric utility services if purchased through an association of which the Town is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles and provided the Town has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiations are not fiscally advantageous to the public.
- G. Purchases for real estate as directed by the Town Council.

Individual Exceptions by Action of Council

To the extent permitted by Virginia law, the Town Council may, by affirmative vote, authorize procurement on competitive principles other than as set forth in this Chapter. Such authorization shall set out the goods, services, insurance or construction that is the subject of the procurement and further set out the competitive principles that will govern the solicitation of bids, offers, or proposals. Upon Council approval, that authorization shall

supersede any contrary provision of this Chapter.

Principal Purchasing Official; Power and Duties

- A. The Town Manager, or designee, shall serve as the principal purchasing official for the Town and shall be responsible for the procurement of goods, services, insurance and construction in accordance with this Chapter, as well as the management and disposal of supplies.
- B. In accordance with this Chapter and subject to the supervision of the Town Council, the Town Manager shall have the following duties:
 - (1) Purchase or supervise the purchasing of all goods, services, insurance and construction needed by the Town.
 - (2) Exercise supervision over the Town's central stores and the inventories of goods belonging to the Town.
 - (3) Sell, trade or otherwise dispose of surplus goods belonging to the Town in accordance with the provisions in Town Code Chapter 5.
 - (4) Establish and maintain programs for specifications development, contract administration and inspection and acceptance, in cooperation with the public agencies using the goods, services and construction.
- C. In carrying out these duties, the Town Manager shall have the power to:
 - (1) Purchase or contract for all goods, services, insurance and construction required except as provided herein.
 - (2) Ensure preparation and enforcement of standard specifications.
 - (3) Ensure the inspection of the deliveries of goods, services or construction purchased by the Town to determine their conformance with the order or contract.
 - (4) Procure the highest quality in goods, services, insurance and construction at the least expense to the Town.
 - (5) Endeavor to obtain as full and open competition as may be practicable on all purchases and sales.
 - (6) Perform such other functions and duties in keeping with good purchasing practices and such other duties as the Council may assign.

Unauthorized purchases

Except as herein provided, no elected official, appointed official or Town employee shall purchase or contract for any goods, services, insurance or construction on behalf of the Town other than through the Town Manager. Any purchase order or contract made contrary to these provisions is not approved and the Town shall not be bound thereby.

ARTICLE II – METHODS OF PROCUREMENT; PROCEDURES

Competitive Negotiation

Unless an exemption otherwise applies, when procuring professional services as defined in this Chapter, the following procedures will apply:

- A. Request for Proposals. Request for Proposals shall be issued in writing and indicate in general terms that which is sought to be procured, the evaluation factors, and all applicable contractual terms and conditions.
- B. Public notice. At least ten (10) days prior to the date set for receipt of proposals, public notice shall be given by posting the Request for Proposals on the Town's website and /or the State Procurement website, in a public area normally used for posting of public notices, by publication in a newspaper of general circulation in which the contract is to be performed or any combination thereof. In addition, proposals may be solicited directly from potential contractors. Any changes or additions to the Request for Proposals shall be issued in writing in the same manner as the initial posting and furnished to all known prospective offerors.
- C. Acceptance of Proposals. A public opening shall not be required for the acceptance of proposals. If the Request for Proposals states that there will be a public opening, the names of the offerors will be the only information that will be required to be read aloud.
- D. Discussion and award. The Town Manager shall engage in individual discussions with all offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs, including, where appropriate, design, construction and life-cycle costs. Methods to be utilized in arriving at price for services may also be discussed. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process, the Town Manager shall select in the order of preference two (2) or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Town can

be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price. Should the Town Manager determine in writing and when approved by the Town Council that only one (1) offeror is fully qualified or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Contracts in amounts greater than \$25,000 must be awarded by the Town Council. Contracts in lessor amounts may be awarded by the Town Manager, provided funding is available.

Competitive Sealed Bidding

Unless an exemption otherwise applies, all purchases for supplies, goods or non-professional services, shall be based on competitive sealed bidding when the amount of a single order or contract exceeds \$25,000. No contract or purchase may be subdivided for the purposes of avoiding the competitive sealed bid requirement. When soliciting competitive sealed bids, the following procedures shall apply:

- A. **Invitations for Bids.** An Invitation for Bids shall be issued in writing and shall identify the supplies, goods or non-professional services for which bids are being sought.
- B. **Public Notice.** At least ten (10) days prior to the date set for receipt of bids, public notice shall be given by posting the Invitation for Bids on the Town's website and/or the State Procurement website, in a public area normally used for posting of public notices, by publication in a newspaper of general circulation in which the contract is to be performed or a combination thereof. In addition, bids may be solicited directly from potential contractors. Any changes or additions to the Invitation for bids shall be issued in writing in the same manner as the initial posting and furnished to all known prospective contractors.
- C. **Bid Forms.** Bids shall be submitted sealed, on the Town form, in accordance with the instructions in the Invitation for Bids.
- D. **Acceptance of Bids.** Bids shall be opened in public at the date, time and place stated in the notice or bid forms. A tabulation of all bids received shall be made available to anyone interested.
- E. **Award of Bid.** Award shall be made to the lowest responsive and responsible bidder. Awards may be made to more than one offeror or bidder. Prompt payment discounts or other favorable terms may be considered in determining the low bid. If bids received are for the same total amount or unit price, quality and service being equal, first consideration shall be given to the local bidder. Purchases in amounts greater than \$25,000 must be awarded by the Town Council. Purchases in lessor amounts may be awarded by the Town Manager, provided funding is available.

- E. **Responsive and Responsible Bidder.** In determining the “lowest responsive and responsible bidder”, in addition to price, the following may be considered:
 1. The ability, capacity and skill of the bidder to perform the contract;
 2. Whether the bidder can perform the contract promptly or within the time specified;
 3. The character, integrity, reputation, judgement, experience and efficiency of the bidder;
 4. The quality of performance of previous contracts;
 5. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract;
 6. The sufficiency of the financial resources and ability of the bidder to perform the contract;
 7. The ability of the bidder to provide future maintenance for the use of the subject of the contract;
 8. The number and scope of conditions attached to the bid.

- F. **Uniform Bidding.** Uniform bidding as the result of an agreement or understanding with other bidders, which evidences fraud or deceit, will be the basis for removal of such bidder(s) responsible from consideration for all current and future bid solicitations.

- G. **Rejection of Bids.** The Town Manager shall have the authority to reject any and all bids or parts of all bids for any one or more supplies or contractual services included in the Invitation for Bids. However, bidders shall have the right to qualify their bid on an “all or none” basis.

- H. **Waiver of Technical Requirements.** The Town Manager may waive any technical requirements imposed by this Chapter when it is deemed to be in the best interest of the Town.

Cooperative Procurement

The Town Manager has the duty to develop, to the maximum extent possible, a program for the joint or cooperative purchasing of common-use supplies with surrounding governing bodies, the Commonwealth of Virginia and other public agencies in the surrounding area and to endeavor to arrange for a program of standardization of common-use supplies. Items so procured under a cooperative agreement with other jurisdictions shall be exempted from the provisions of this Policy / Ordinance, provided that such procurements are the result of competitive bidding wherever practicable.

Emergency Purchases

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

Sole Source Procurement

Upon a determination in writing by the Town Manager that there is only one (1) source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive bidding or competitive negotiation. The writing shall document the basis for this determination. In the event the contract amount exceeds \$25,000, approval of the Town Council of the sole source designation shall be required.

Small Purchases

All purchases of goods, contractual services, professional services, insurance and capital improvements estimated to be less than \$25,000 in value shall not be subject to the requirements of competitive sealed bidding or negotiation; provided, however, that the Town Manager shall, whenever the amount thereof exceeds \$15,000, but is less than \$25,000, secure two (2) or more documented quotes or proposals (which may be obtained by email, telephone, or other written means) in the commodity area of the transaction and document the basis for award.

ARTICLE III

Requirements Related to Procurement

Brand Names

In accordance with Virginia Code § 2.2-4315, as may amended from time to time, unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Competitive Procurement on State-Aid Project

In accordance with Virginia Code § 2.2-4305, as may be amended from time to time, no contract for the construction of any building or for an addition to or improvement of an existing building by the Town for which State funds of not more than \$50,000 in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under Subsection D of §2.2-4303 or Chapter 43.1 (§2.2-4378 et seq.) of the Code of Virginia. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to Chapter 43.1 of the Code of Virginia, as may be amended from time to time.

Employment Discrimination by Contractor Prohibited; Required Contract Provisions

In accordance with Virginia Code § 2.2-4311, as may be amended from time to time, the Town shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Withdrawal of Bid Due to Error

- A. All advertisements for bids for a public construction contract, other than a contract for the construction or maintenance of public highways, shall include the following statement of procedure for the withdrawal of a bid:

“Withdrawal of Bids – If a bidder wishes to withdraw his bid, he shall submit to the Town Manager his original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. The bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid.”

- B. In accordance with Virginia Code § 2.2-4330, as may be amended from time to time, a bidder for a public construction contract, other than a contract for the construction or maintenance of public highways, may be allowed to withdraw his bid from consideration based upon the following:

- (1) If the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn; or
- (2) If the bid contains both clerical and judgment mistakes and the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn

from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

- C. The contract shall not be awarded by the Town until the two-hour period has elapsed.
- D. No bid shall be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- E. If a bid is withdrawn in accordance with this Section, the lowest remaining bid shall be deemed to be the low bid.
- F. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- G. The Town Manager shall notify the bidder in writing within five (5) business days of his decision regarding the bidder's request to withdraw its bid. If the Town Manager denies the withdrawal of a bid under the provisions of this Section, he shall state in such notice the reasons for his decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Town Manager shall return all work papers and copies thereof that have been submitted by the bidder.

Retainage on Construction Contracts

- A. In any public contract for construction that provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment.
- B. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.

Deposit of Retained Funds on Certain Contracts; Penalty for Failure to Timely Complete

- A. The Bid Proposal shall include an option for the contractor to use an escrow account procedure for the utilization of the Town's retainage funds when contracting directly with contractors for public contracts of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained. In the event the contractor elects to use the escrow account procedure, an escrow agreement form shall be included in the Bid Proposal and the Contract shall be executed and submitted to the Town within fifteen calendar days after notification. If the escrow agreement form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.
- B. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. The escrow agreement and all regulations adopted by the Town shall be substantially the same as that used by the Virginia Department of Transportation.
- C. Any such public contract for construction with the Town which includes payment of interest on retained funds may require a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.
- D. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this Section.

Public Construction Contract Provisions Barring Damages for Unreasonable Delays Declared Void

- A. Any provision contained in any Town construction contract that purports to waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay in performing such contract, either on his behalf or on behalf of his subcontractor if and to the extent the delay is caused by acts or omissions of the public body, its agents or employees and due to causes within their control shall be void and unenforceable as against public policy.

- B. Subsection A above shall not be construed to render void any provision of a public construction contract that:
 - 1. Allows the Town to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractors, agents or employees;
 - 2. Requires notice of any delay by the party claiming the delay;
 - 3. Provides for liquidated damages for delay; or
 - 4. Provides for arbitration or any other procedure designed to settle contract disputes.
- C. A contractor making a claim against the Town for costs or damages due to the alleged delaying of the contractor in the performance of its work under any public construction contract shall be liable to the Town and shall pay it for a percentage of all costs incurred by the Town in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim that is determined through litigation or arbitration to be false or to have no basis in law or in fact.
- D. If the Town denies a contractor's claim for costs or damages due to the alleged delaying of the contractor in the performance of work under any public construction contract and it is determined through litigation or arbitration to have been made in bad faith, the Town shall be liable to and shall pay such contractor a percentage of all costs incurred by the contractor to investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the Town shall be equal to the percentage of the contractor's total delay claim for which the Town's denial is determined through litigation or arbitration to have been made in bad faith.

Bid Bonds

- A. Except in cases of emergency, all bids or proposals for non-transportation related construction contracts in excess of \$500,000 or transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia, as may be amended from time to time, that are in excess of \$250,000 and partially or wholly funded by the Commonwealth shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, he will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.
- B. (Effective until July 1, 2021) For non-transportation related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual

project in accordance with Virginia Code § 2.2-4317. However, the Town may waive the requirement for prequalification of a bidder with a current Class A contractor license for contracts in excess of \$100,000 but less than \$300,000 upon a written determination made in advance by the Town that waiving the requirement is in the best interests of the Town.

(Effective July 1, 2021) For non-transportation related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with Virginia Code § 2.2-4317.

- C. No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.
- D. Nothing in this section shall preclude the Town from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$500,000 for non-transportation related projects or \$250,000 for transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia and partially or wholly funded by the Commonwealth.

Performance and Payment Bonds

- A. Except as provided in Subsection H below, upon the award of any (i) public construction contract exceeding \$500,000 awarded to any prime contractor; (ii) construction contract exceeding \$500,000 awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned or leased by the Town; (iii) construction contract exceeding \$500,000 in which the performance of labor or the furnishing of materials will be paid with public funds; or (iv) transportation-related projects exceeding \$350,000 that are partially or wholly funded by the Commonwealth, the contractor shall furnish to the Town the following bonds:
 - 1. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. For transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia, such bond shall be in a form and amount satisfactory to the Town.
 - 2. A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract,

and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. For transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia and partially or wholly funded by the Commonwealth, such bond shall be in a form and amount satisfactory to the Town.

- B. For non-transportation related construction contracts in excess of \$100,000 but less than \$500,000, where the performance and payment bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with Virginia Code § 2.2-4317. However, the Town may waive the requirement for prequalification of a contractor with a current Class A contractor license for contracts in excess of \$100,000 but less than \$300,000 upon a written determination made in advance by the Town that waiving the requirement is in the best interests of the Town.
- C. Each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia.
- D. Each of the bonds shall be filed with the Town Manager.
- E. Nothing in this section shall preclude the Town from requiring payment or performance bonds for construction contracts below \$500,000 for non-transportation related projects or \$350,000 for transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia and partially or wholly funded by the Commonwealth.
- F. Nothing in this section shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.
 - 1. The performance and payment bond requirements of Subsection A above for transportation-related projects that are valued in excess of \$250,000 A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. For transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia and partially or wholly funded by the Commonwealth, such bond shall be in a form and amount satisfactory to the Town.
- B. For non-transportation related construction contracts in excess of \$100,000 but less than \$500,000, where the bid bond requirements are waived, prospective

contractors shall be prequalified for each individual project in accordance with § 2.2-4317 of the Code of Virginia.

- C. Each of the bonds shall be filed with the Town Manager.

Alternative Forms of Security

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

Permitted Contract With Certain Religious Organizations; Purpose; Limitations

- A. The Town, in procuring goods or services, or in making disbursements pursuant to this Section, shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in Subsection D, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.
- B. The Town shall ensure that all invitations to bid, requests for proposals, contracts, and purchase orders prominently display a nondiscrimination statement indicating that the Town does not discriminate against faith-based organizations.
- C. A faith-based organization contracting with the Town (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this Section on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the Town. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law.
- D. Consistent with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193, funds provided for expenditure pursuant to contracts with the Town shall not be spent for religious worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains.
- E. Nothing in this Section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the

grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 et seq.), to employ persons of a particular religion.

- F. If an individual, who applies for or receives goods, services, or disbursements provided pursuant to a contract between the Town and a faith-based organization, objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the Town shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- G. The Town shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to a contract between the Town and a faith-based organization a notice in bold face type that states: "Neither the Town's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated in this form."

ARTICLE IV
ETHICS IN PUBLIC CONTRACTING

Purpose

The provisions of this Article supplement, but shall not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia. The provisions of this Article shall apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

Proscribed Participation by Public Employees in Procurement Transactions

Except as may be specifically allowed by Subdivisions B(1), (2), and (3) of § 2.2-3112 of the Code of Virginia, as may be amended from time to time, no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the Town when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Disclosure of Subsequent Employment

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the Town unless the employee or former employee provides written notification to the Town Manager prior to commencement of employment by that bidder, offeror or contractor.

Prohibition on Solicitation or Acceptance of Gifts; Gifts by Bidders, Offerors, Contractor or Subcontractors Prohibited

- A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The Town may recover the value of anything conveyed in violation of this Subsection.
- B. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Kickbacks

- A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
- B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this Section.
- C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this Section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Participation in bid preparation; limitation on submitting bid for same procurement

No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of the Town shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, such person may submit a bid or proposal for that procurement or any portion thereof if the Town Council determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the Town.

Purchase of building materials, supplies or equipment from architect or engineer prohibited

- A. No building materials, supplies or equipment for any building or structure constructed by or for the Town shall be sold by or purchased from any person employed as an independent contractor by the Town to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in Virginia Code § 2.2-3101, as may be amended from time to time.
- B. No building materials, supplies or equipment for any building or structure constructed by or for the Town shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the Town to furnish architectural or engineering services in which such person has a personal interest as defined in Virginia Code § 2.2-3101, as may be amended from time to time.
- C. The provisions of subsections A and B above shall not apply in cases of emergency.

Certification of compliance required; penalty for false statements

- A. The Town Council may require Town employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this Article.
- B. Any Town employee required to submit a certification as provided in subsection A above who knowingly makes a false statement in the certification shall be punished as provided in § 20.1-35 below.

Misrepresentations prohibited

No Town employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

Penalty for violation

Any person convicted of a willful violation of any provision of this Article shall be guilty of a Class 1 misdemeanor. Upon conviction, any Town employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

ARTICLE V

DEBARMENT FOR UNSATISFACTORY PERFORMANCE

Debarment

In the event a contractor's performance has been unsatisfactory, as identified in § 20.1-37, the Town Manager may take action to exclude the contractor from contracting with the Town for particular types of goods or non-professional services for a period of not more than five (5) years. Debarment does not relieve the contractor of responsibility for existing obligations.

Causes for Debarment

The following shall be causes for debarment under this Article:

1. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of the contract.
2. Deliberate failure to perform in accordance with the contractual specifications or within the time limit provided in the contract.
3. Conviction under State or Federal statutes of a criminal offense where there was an attempt to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
4. Conviction under State or Federal statutes of embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; or any other offense indicating a lack of business integrity or business honesty, which would affect the contractor's responsibility as a contractor with the Town.

Procedures for Debarment; Appeal

- A. A contractor being considered for debarment from contracting with the Town shall be notified of such by the Town Manager in writing stating the reasons for the proposed action.
- B. Following receipt of written notice as identified in Subsection A above, the contractor shall have five (5) business days to file a request for hearing by notifying the Town Manager in writing of his desire to be heard, otherwise, the debarment shall become effective at the conclusion of the five business day period with no further notice required.
- C. If the contractor files a request for a hearing, the hearing shall be scheduled between the Town Manager and the contractor within five (5) business days of the Town's receipt of the hearing request at a date and time mutually agreeable to both parties.
- D. Within three (3) business days of the hearing, the Town Manager shall issue a decision and submit it in writing to the contractor.
- E. Within five (5) business days of receipt of the Town Manager's decision, the

contractor may file an appeal to the Town Council of said decision. This appeal shall be submitted in writing to the Town Clerk.

- F. Upon receipt of the appeal notice, the Town Clerk shall place an item on the next regular Council agenda and the Council shall hear the contractor's appeal at that time.
- G. The Town Council shall render a decision on the appeal at the next regular Town Council meeting following the meeting in which the appeal was heard. The Town Clerk shall notify the contractor in writing of the Council's decision. The Town Council's decision shall be final.

Approval Matrix (At a Glance)

Action	Town Manager	Town Council
Approve purchases up to \$50,000	✓	
Approve sole-source above \$50,000		✓
Approve contracts above \$50,000		✓
Approve emergency procurements	✓	For notification only
Approve policy exceptions		✓



Town of Haymarket, Virginia
15000 Washington Street, Suite 100
Haymarket, VA 20169
Telephone: (703) 753-2600
Facsimile: (703) 753-2800

REQUEST FOR PROPOSAL

Issue Date: _____

RFP No. _____

FOR:
**STRUCTURAL REPAIRS, HVAC ADDITIONS AND FINISHING WORK AT ‘OLD
POST OFFICE’ BUILDING**

BOND REQUIRED (yes/no)	
100% Payment Bond	
100% Performance Bond	

PRE-PROPOSAL MEETING	
Due Date:	TBD
Location:	Town Hall Town of Haymarket 15000 Washington Street, Suite 100 Haymarket, Virginia 20169
Time:	2:00 pm

PROPOSAL DUE:	
DUE DATE:	TBD
TIME PRIOR TO:	3:00 pm

SUBMIT PROPOSAL TO:
TOWN OF HAYMARKET
15000 Washington Street, Suite 100
Haymarket, VA 20169

Purchasing Agent: Emily L. Kyriazi
Town Manager
15000 Washington Street, Suite 100
Haymarket, Virginia 20169
703.753.2600 ext. 204
ekyriazi@townofhaymarket.org

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

I. PURPOSE AND INTENT**A. SCOPE OF CONTRACT**

The Town seeks a qualified contractor to perform building repairs and improvements that enhance long-term structural integrity, functionality, and usability while preserving the historic character of the facility. The project consists of three primary components:

1. **Second Floor Structural Repair and Remedial Structural Support**
2. **Installation of New HVAC Systems and Accompanying Ductwork**
3. **Installation of Luxury Vinyl Plank (LVP) Flooring and Interior Finishing**

B. PERIOD OF CONTRACT

The period of the Contract shall be for ninety (90) days after issuance of the Notice to Proceed with the structural and repair work.

C. DEFINITIONS

Capitalized terms that are defined in the Virginia Public Procurement Act (VPPA) have the same meanings in this RFP as are given in that law or policy. Capitalized terms not defined in the VPPA but used in this RFP have the following meanings unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. **Acceptable Surety:** For any bond required under this RFP, an acceptable surety may be any of the following:
 - a. Corporate surety bond in form acceptable to the Town Attorney; or
 - b. Irrevocable letter of credit in form acceptable to the Town Attorney; or
 - c. Certified check or cash escrow.
2. **Town/Owner:** The Town of Haymarket, Virginia or its actually authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Town Manager, Purchasing Manager, or other designee of the Town Council may always act on behalf of the Town. Under Virginia law, no employee or agent may bind the Town unless he or she has actual authority to do so; the doctrine of apparent authority has no application to municipalities.

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3. **Contractor:** The individual, company, firm, corporation, partnership or other entity to whom an award is made by the Town.
4. **Due Date:** The date stated on the cover page of this Request for Proposal (RFP) for receipt of Proposals.
5. **Informality:** A minor defect or variation of a Proposal from the exact requirements of the RFP which does not affect the price, quality, quantity or delivery schedule for the Good, Services, Insurance or Construction being procured.
6. **Insurance** has the meaning given in Virginia Code § 38.2-100.
7. **Nominal Value:** Having a fair market value or potential fair market value of no more than five dollars (\$5.00). Something has potential value if it may produce value in the future. Examples of items with potential value include lottery tickets, stock in privately held companies, and business opportunities.
8. **Non-Professional Services:** All Services other than Professional Services, as identified in the VPPA.
9. **Offeror:** Any individual, company, firm, corporation, partnership or other entity submitting a Proposal on solicitations issued by the Purchasing Agent and offering to enter into contracts with the Town.
10. **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
11. **Proof of Insurance:** A copy of the relevant portions of the insurance declaration page, or its equivalent, showing continuing coverage at the required amounts.
12. **Proposal:** The submission by an Offeror indicating its understanding of the structural repair work to be performed, how it plans to do the work, its pricing structure for doing the work (if permitted by VPPA), and any other information required by this RFP.
13. **Purchasing Agent:** The Town Manager listed on the cover sheet of this RFP, or her designee.
14. **Purchasing Manager:** The Town Manager listed on the cover sheet of this RFP, or her designee.

REQUEST FOR PROPOSAL

15. **Request for Proposal (RFP):** A request which is made to prospective suppliers (offerors) for their quotation on Goods, Services, Construction or Insurance desired by the Town. The issuance of an RFP will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
16. **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300, et seq.

D. COMPETITION INTENDED

It is the Town's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Manager in writing if any language, requirements, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be received by the Purchasing Manager or appointed designee not later than seven (7) days prior to the Proposal Due Date.

E. TYPE OF CONTRACT

The Town reserves the right to award the work **as a single contract** covering all components or to award **separate contracts** for each scope area—Structural, HVAC, and Flooring/Finishes—based on the best interest of the Town.

F. ORDER OF PRECEDENCE

Procurement by the Town is governed by the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. If an inconsistency exists between the Specifications of this RFP, the General Provisions, Contract, or other included document, or the Purchasing Policies and State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. Virginia Public Procurement Act,
2. The Specifications of this Request for Proposal (Section II), except to the extent modified through negotiation permitted by VPPA,
3. The Contract,
4. The General Provisions of this Request for Proposal.

REQUEST FOR PROPOSAL

II. SPECIFICATIONS OF RFP**A. PURPOSE**

The Town seeks a qualified contractor to perform building repairs and improvements that enhance long-term structural integrity, functionality, and usability while preserving the historic character of the facility. The project consists of three primary components: structural repairs to the upstairs floor, installation of two HVAC units (servicing each floor), accompanying ductwork for the HVAC units, installation of commercial vinyl planking and finishes.

B. BACKGROUND

The Town of Haymarket owns and maintains the structure at 15020 Washington Street, locally referred to as the Old Post Office Building. The structure is recognized locally as historic to the Town and the Community. The building was originally built in 1884 and served the Town as a pharmacy/general store, the Town's original post office, and later a retail and office space. While the structure is generally in good condition, the building has started to show some age and settling. The Town is looking to make the necessary structural repairs and modern additions of HVAC units while keeping the character of the structure.

C. SCOPE OF SERVICES

The building is considered a historic structure. Contractors must:

- Avoid alterations that significantly change the visual character of the building
- Conceal modern mechanical systems when feasible
- Protect original architectural features
- Use materials and installation methods appropriate for historic structures

1. Structural Repairs – Second Floor

The contractor shall assess and correct structural deficiencies on the second floor. Work includes inspection of framing, reinforcement and bracing of joists, lifting and leveling as needed, stabilization of structural members, and replacement of damaged components. All work must comply with Virginia building codes and should preserve historic elements whenever feasible.

2. HVAC System Installation

The contractor shall design and install two new HVAC systems—one for each floor—along with accompanying ductwork, returns, and supply vents. Systems must minimize

REQUEST FOR PROPOSAL

visual impact, maintain historic aesthetics, and meet current code requirements. Installation includes controls, thermostats, startup, testing, and balancing. Existing 200-amp electrical service is expected to be sufficient.

3. Flooring Installation and Interior Finishing

After structural and HVAC work, the contractor shall install LVP flooring on both floors, prepare and level subfloors as needed, replace or repair any walls opened during prior work, install drywall, and complete interior painting and finish work. Materials must be durable for municipal use and compatible with the building's historic appearance.

D. SPECIAL TERMS AND CONDITIONS**1. PRE-PROPOSAL CONFERENCE:**

- a. **A pre-proposal conference will be held on April 20, 2026 at 10:00 am or April 21, 2026 at 2:00 pm at the Town of Haymarket, Town Hall, 15000 Washington Street, Suite 100 Haymarket, VA 20169.** The pre-proposal conference will be held in person. The purpose of this conference is to allow potential offerors an opportunity to complete a site visit of the structure, to present questions and obtain clarification relative to any facet of this RFP.
- b. **Attendance at this conference is a prerequisite to submitting a Proposal, and Offerors who intend to submit a Proposal are encouraged to attend.** Bring a copy of the RFP with you. Any changes resulting from this conference will be issued in a written addendum to this RFP.

2. ADDITIONS/DELETIONS:

- a. The Town reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the contract. Prices for items/services to be added to the contract will be mutually agreed to in writing by the Town and the Contractor. A contract amendment will be issued for each addition or deletion.

3. CONTRACTOR REGISTRATION:

- a. If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by Offeror within any 12-month period is seven

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hundred and fifty thousand dollars (\$750,000) or more, the Offeror is required under Title 54.1-1100, *Code of Virginia (1950)*, as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by Offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the Offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the Offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The Offeror shall place on the outside of the envelope containing the Proposal and shall place in the Proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number and specialty, as follows:

Licensed Class A Virginia Contractor No.

_____ Specialty _____

Licensed Class B Virginia Contractor No.

_____ Specialty _____

Licensed Class C Virginia Contractor No.

_____ Specialty _____

- b. If the Offeror shall fail to provide this information on his Proposal or on the envelope containing the Proposal and shall fail to promptly provide said contractor license number to the Town in writing when requested to do so before or after the opening of Proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia (1950)*, as amended, and his Proposal will not be considered.
- c. If Offeror fails to obtain the required license prior to submission of his Proposal, the Proposal shall not be considered.

4. LIQUIDATED DAMAGES:

- a. Contractor and the Town recognize that this Contract must be fulfilled in a timely manner, and that the Town will suffer financial loss if the structural repair work is not completed within the times specified, plus any extensions thereof allowed herein. The parties

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also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the Town if the structural repair work is not completed on time. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires beyond the specified task order completion date or at any time the Contractor demobilizes before the task order is completed without the consent of the Town's Purchasing Manager.

5. AWARD TO MULTIPLE OFFERORS:

- a. The Town reserves the right to make multiple awards as a result of this RFP.

6. PRIME CONTRACTOR RESPONSIBILITIES:

- a. The Contractor shall be responsible for completely supervising and directing the structural repair work under the Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform structural repair work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

7. WORK SITE DAMAGES:

- a. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the Contract shall be repaired to the Town's satisfaction at the Contractor's expense.

8. SUPERINTENDENCE BY CONTRACTOR:

- a. The Contractor shall have a competent foreman or superintendent, satisfactory to the Town, on the job site at all times during the progress of the structural repair work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the structural repair work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Town, in writing, of any proposed change in the foreman or superintendent including the reason therefore prior to making such change.

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- b. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the structural repair work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractors, the Town or the Town's separate contractors and their subcontractors.
 - c. The Town may, in writing, require the Contractor to remove from the structural repair work any employee or subcontractor the Town deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.
- 9. THE TOWN'S RIGHT TO STOP WORK:
 - a. If the Contractor fails to correct defective work as required herein or persistently fails to carry out the structural repair work in accordance with the Contract Documents, the Town, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other person or entity.
- 10. THE TOWN'S RIGHT TO CARRY OUT THE WORK:
 - a. If the Contractor defaults or neglects to carry out the structural repair work in accordance with the Contract Documents and fails within seven (7) days after receipt of written Notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to any other remedy it may have, rectify such deficiencies. The Town reserves the right to perform the structural repair work with its own forces, or award separate contracts to complete the structural repair work. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Town's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such an amount, the Contractor shall pay the difference to the Town.
 - b. Neither the Town nor its officers, agents, assigns or employees are in any way liable or accountable to the Contractor or his surety for the method by which work is performed by the Town as a result of the

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~~Contractor's default or negligence. Notwithstanding the Town's~~
 right to carry out a portion of the structural repair work, maintenance
 and protection of the structural repair work remains the Contractor's
 and Acceptable Surety's responsibility.

E. INSURANCE CHECKLIST

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. The coverages must be written with an insurer(s) licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. With all types of required insurance except Worker's Compensation, the Contractor must add the Town as an additional insured.

The insurer must list the "Town of Haymarket, its officers, officials, employees and volunteers" as an Additional Insured. The endorsement must be issued by the insurance company. A blanket endorsement or notation on the certificate of insurance referencing the additional insured status is not sufficient. Proof of insurance and endorsements showing the Town as an additional insured are not required at the Proposal stage but are a condition precedent to the award of a Contract.

The Contractor shall provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the Purchasing Manager before a Contract is awarded.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. 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 Proof of Insurance will result in suspension of all payments until the new certificate is furnished.

1. Worker's Compensation X REQUIRED NOT
 REQUIRED
 - a. Coverage to be in compliance with the Workers
 Compensation Law of the Commonwealth of Virginia.
 - b. State

 Statutory
 - c. Applicable Federal.....Statutory
 - d. Employer's Liability\$100,000
 - e. Benefits Required by Union Labor Contractors...

 As Applicable

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2. Comprehensive General Liability (including Contractor's Protective: Products and Completed Operations; Broad Form Property Damage): X REQUIRED NOT REQUIRED

a. Bodily Injury:

\$ 3,000,000.....Each

Occurrence

\$ 6,000,000.....Aggregate,

Products & Complete Operations

b. Property Damage:

\$ 1,000,000.....Each

Occurrence

\$ 2,000,000.....Aggregate

c. Property Damage: Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the Town on an annual basis.

d. Contractual Liability (Hold Harmless Coverage):

i) Bodily Injury:

\$ 3,000,000.....Each

Occurrence

\$ 6,000,000.....Aggregate,

Products & Complete Operations

ii) Property Damage:

\$ 1,000,000.....Each

Occurrence

\$ 2,000,000.....Aggregate

e. Personal Injury, with Employment Exclusion deleted:

\$ 2,000,000.....Aggregate

3. Automobile Liability (Owned, Non-Owned, Hired)

 X REQUIRED NOT REQUIRED

a) Bodily Injury:

\$ 3,000,000.....Each Occurrence

\$ 6,000,000.....Aggregate,

Products & Complete Operations

REQUEST FOR PROPOSALb) ~~Property Damage:~~

\$ 1,000,000.....Each Occurrence

\$ 2,000,000.....Aggregate

4. Professional Liability/Errors and Omissions: _____

REQUIRED _____ X

NOT REQUIRED

Minimum Limits:

\$3,000,000... Each Claim

F. COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF OFFEROR

1. An Offeror may submit questions and comments regarding this RFP only to the Purchasing Agent. To receive an answer, the Offeror must submit all questions and comments no later than seven (7) days before the Due Date. The Town Manager, Purchasing Manager, or Purchasing Manager's designee may also issue clarifications or modifications of the terms of the RFP even if no Offeror requests it.
2. Only the Town Manager, Purchasing Manager, or Purchasing Manager's designee may revise the terms of the RFP. If the Town revises the terms of the RFP, it will do so in the form of an addendum to the Request for Proposal posted at the Town of Haymarket Town Hall, 15000 Washington Street, Suite 100, Haymarket, Virginia 20169, on the State's Procurement site at <https://eva.virginia.gov/index.html>, and on the Town's website at <https://www.townofhaymarket.org/rfps>. Each Offeror has the responsibility to insure it has any addenda that have been issued in connection with this RFP. The Offeror will not rely on any information provided orally, or from anyone other than the Town Manager, Purchasing Manager, or Purchasing Manager's designee.
3. Each Offeror bears responsibility for thoroughly examining this RFP in its entirety. If an Offeror has any questions or comments regarding the proper meaning or intent of any aspect of the RFP or finds discrepancies in the plans and/or specifications, then it shall submit all such questions and comments in writing to the Purchasing Agent.
4. By submitting an offer in response to this RFP, the Offeror represents that it has thoroughly examined this RFP and all its attachments and incorporated documents, and that it has submitted any and all questions and comments it may have regarding the meaning or interpretation of this

REQUEST FOR PROPOSAL~~RFP to the Town in the manner prescribed herein.~~**G. METHOD FOR MAKING SUBMISSION**

1. The Offeror shall submit one (1) original and four (4) copies of their Proposal along with one (1) electronic copy in the form of a thumb drive or CD to the Purchasing Manager. The Offeror shall make no other distribution of the Proposal. Proposal shall be submitted to:

Town of Haymarket
 Town Hall
 15000 Washington
 Street, Suite 100
 Haymarket, Virginia
 20169

No later than_____ PM local time on _____, 2024.

The Proposal submissions with all the forms must be returned in a sealed envelope or packaged and identified with the following information on the envelope or package.

From:

_____ Name of Offeror	_____ Due Date	_____ Due Time
_____ Street/Box Number	_____ RFP Title	_____ RFP Number
_____ Town	_____ State/Zip Code	_____ Purchasing Agent

Proposals sent via express delivery service should be sealed in an envelope inside the express container. The Offerors assume the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the Town for the premature opening of a Proposal not properly addressed and identified as specified herein. The Town will not make any adjustments to the Proposal based on additions or deletions on the outside of the envelope. Faxed or emailed Proposals are not allowed.

2. Determination of deadline:

The official time used in the receipt of Proposals is local time. Each Offeror must deliver its Proposal before the minute stated on the cover

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~~page of this Request for Proposal. For example, a due time of 2:30 means that a Proposal delivered at 2:29 is timely and one delivered at 2:30 is late.~~

3. Place for submission:

Proposals must be received at the place stated on the cover page of the RFP. Offerors who use a delivery company, U.S. Mail, or courier bear the risk that the Proposal may not be received at the correct location by the deadline.

4. Extension of deadline:

Before the deadline passes or if the Town receives no Proposals by the Due Date, the Town may extend the date and time for receipt of Proposals or change the location of the receipt of Proposals if it believes it is necessary and in the best interest of the Town. If that happens, Offerors will be notified of the new date and time or new location and Proposals already received will not be opened until the new date and time. If the Town of Haymarket Town Hall is closed unexpectedly on a Proposal Due date, the Proposals will be opened at the same time and place the next business day that the Town of Haymarket Town Hall is open, or else notice will be provided by addendum of a new Due Date, time, and place.

H. GENERAL PROPOSAL PREPARATION INSTRUCTIONS

1. All information requested must be submitted. Failure to submit all the information requested may result in the Town requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Town. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Each copy of the Proposal should be bound or contained in a single volume where practical. All documentation submitted with the Proposal should be contained in that single volume.
4. Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subjected to public inspection in accordance with the Virginia Freedom of Information Act.

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5. ~~Trade secrets or proprietary information submitted by a bidder,~~ offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices. **Non-compliance may result in the Proposal being rejected and retained within the procurement file. The Town of Haymarket requires any Offeror enacting this clause to provide a redacted Proposal prior to Award regardless of whether the Offeror did not “win” the Award. The Offeror’s redacted copy shall be the public record upon Award.**
6. The Town is not responsible for any expenses incurred by an Offeror in preparing and submitting a Proposal.
7. The Offeror shall comply with all procedural instructions that may be issued by the Town.

I. SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS

1. Proposals should be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of the Offeror to provide the structural repair work. Offerors should submit the following items for a complete Proposal:
 - a. A detailed construction plan, including a statement of the Offeror’s understanding of the work to be performed and detailed cost proposal.
 - b. An organizational chart of the project team that will be executing the work, to include all certifications, qualifications, past performance history, and resumes of the leading field supervisor and project staff whom will be performing the structural repair services.
 - c. Qualifications Statement
 - i. The Proposal should contain evidence of Offeror’s qualification

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~~to do business in the Commonwealth of Virginia. The Contractor~~
shall show evidence of registration and suitable license as required under Title 54.1-1100, Code of Virginia (1950), as amended to be licensed by the State Board of Contractors.

ii. The Proposal should contain a qualification statement, prepared by the Offeror, that provides suitable evidence indicating that he has the capabilities to perform the type(s) of work contemplated, that he has satisfactorily performed and completed similar structural repair work elsewhere, and that he has the necessary equipment and sufficient capital to execute the work properly. At a minimum, the qualification statement should contain the following:

- The number of years the Offeror has been in business as a Contractor under its current, legal business name.
- The number of years the Offeror has performed and completed the type of work similar to the structural repair work contemplated in this RFP.
- A list of applicable projects that the Offeror has completed within the last five (5) years for the type of structural repair work contemplated by this RFP. This list shall include descriptions, quantities, scope of work, Owner, address, contact person, telephone number and email address. If Subcontractors were used for any of the listed, the Offeror shall identify the Subcontractors and shall list the percentage of work for which the Offeror and the Subcontractors were responsible.

iii. The Proposal shall contain a list of all proposed Subcontractors, identified by name and address, that the Offeror proposes to employ for this repair and construction work.

J. OFFEROR CERTIFICATIONS

1. The Offeror shall certify, through its submission and signature on the Proposals, that the following statements are true and not misleading:
 - a. That its Proposal is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the structural repair work that is the subject of this RFP, and is in all respects fair and without collusion or fraud.

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- b. That it is not currently debarred by the Federal Government, Commonwealth of Virginia or any Town from submitting Proposals on contracts for the Goods, Services, Construction or Insurance that is the subject of this RFP, nor is the Offeror an agent of any person or entity that is currently so debarred.
- c. That it has not offered or conferred on any public employee having official responsibility for this RFP any payment, loan, subscription, advance, deposit of money, services or anything of more than Nominal Value or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- d. That to the best of its knowledge no Town official or employee having official responsibility for this RFP or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Proposal or as soon thereafter as it appears that such a benefit will be received.
- e. That it has submitted a single Proposal in response to this RFP. For purposes of this provision, the term “Offeror” includes all departments and divisions of a business and all its affiliates.
- f. That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the Town awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information about the structural repair work that is the subject of this RFP.

2. Duty to supplement:

If the Offeror becomes aware of any information which makes any part of the Offeror Certifications no longer accurate or complete or reveals that any part of the previously submitted information is misleading, the Offeror will immediately bring that information to the attention of the Purchasing Manager.

3. Penalty for false certification:

The Town may declare an Offeror to be non-Responsible if the Town discovers that the Offeror’s certification contains any materially false statement. The Town may also void any resulting Contract or reduce the

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payment under the terms of the Contract by the value of the benefit or potential benefit conferred on a Town official or employee contrary to these terms.

III. EVALUATION OF RFP**A. NET PRICES AND DELIVERY TERMS; TAX EXEMPTION AND RESPONSIBILITY****1. Net prices:**

Offerors must submit the price such Offeror proposes to charge the Town for providing the repair work and related services, including all fees and costs and how they are calculated. The pricing structure should be clearly identified and easily interpreted. Prices, unless otherwise specified, must be delivered to the Town of Haymarket, Town Hall, 15000 Washington Street, Suite 100, Haymarket, VA 20169, and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the Town of Haymarket, Virginia, unless otherwise specified in this RFP. Extra charges not made a part of the negotiated price will not be allowed.

2. Default delivery schedule:

Unless otherwise specified in the RFP, deliveries are to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except on Town holidays or on days when inclement weather closes the Town government. It shall be the Contractor's responsibility to ensure compliance with these instructions, regardless of the method of shipping.

3. Prices to remain firm:

If a Contract is awarded, the negotiated prices shall remain firm for the period of the Contract, unless otherwise stated in the Contract.

4. Tax exemption:

The Town is exempt from state and federal taxes. The Town will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Offeror. The Town will not indemnify the Offeror against any tax charges. Any tax assessed against the Offeror as a result of the Contract resulting from this Proposal is the responsibility of the Contractor. However, when under established trade practice any federal excise tax is included in the list price, the Offeror may quote the

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~~list price and show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the Town.~~

B. REQUIRED ELEMENTS OF PROPOSAL PACKAGE

1. To be considered, a Proposal must contain all documents, samples, or information required by the terms of the RFP. Any Offeror which submits a Proposal agrees that such Proposal becomes the property of the Town and all costs incurred for its preparation are the responsibility of the Offeror.

- a. Completeness and Responsiveness:

The Offeror must provide all information required by the RFP in order for the Proposal to be considered complete and Responsive. If the Proposal is incomplete at opening, the Town will reject it as unresponsive unless the omission constitutes an Informality. Proposals cannot be modified after they are opened, but an Offeror may supply omitted information that constitutes an Informality within a reasonable time set by the Purchasing Manager. If the Offeror modifies or qualifies the Proposal in a way that the RFP does not expressly allow, then the Town will reject the Proposal unless the modification or qualification constitutes an Informality.

- b. Required permits, bonds and licenses:

- i. By submitting a Proposal, Offeror represents that it will have all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property. The date that Offeror shall have the necessary licenses and permits is the date of performance unless otherwise required by law.
- ii. If the “Bonds Required” box for performance and/or payment bonds are marked “Yes” on the cover sheet of this RFP, the Offeror represents that it is able to obtain Acceptable Surety for the required bond(s) within fourteen (14) days after notification of intent to award. If an Offeror fails to obtain an Acceptable Surety for the required performance or payment bonds within the allotted time, the Town may reject the Offeror’s Proposal.
- iii. All firms or individuals doing business in the Town shall obtain a business license if required by the Code of the Town of Haymarket, Business, Professional and Occupational

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~~Licensing (BPOL) Tax, as amended. Questions concerning~~
the BPOL Tax should be directed to the Town Manager.

2. Acknowledgment of receipt of all addenda:

The Offeror must acknowledge receipt of addenda unless such failure to acknowledge constitutes an Informality.

a. Descriptive literature and specifications:

Except where the Offeror intends to provide the Brand Names identified in the RFP or follow blueprints or similarly detailed specifications, the Offeror shall clearly and specifically identify the Goods, Services, Insurance or Construction being offered and shall enclose complete and detailed descriptive literature and specifications with the Proposal to enable the Town to determine if the Proposal meets the requirements of the RFP. Only the information furnished with the Proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Proposal non-responsive.

b. The Town Manager or her designee for this RFP shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

C. EVALUATION CRITERIA

1. Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:
 - a. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied;
 - b. Reasonableness/competitiveness of proposed fee and/or benefits to the Town, although the Town is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The Town reserves the right to negotiate fees and/or benefits to the Town with the selected

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Offeror(s).

- c. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- d. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the Town's contract.
- e. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- f. The quality of Offeror's performance in comparable and/or similar projects.
- g. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- h. Offeror's willingness to accept the Town's standard form contract.
- i. The statements of past performance provided by a minimum of three (3) references familiar with Offeror's work on projects that are similar to the Scope of Services specified in this RFP.

D. DETERMINING IF OFFEROR IS RESPONSIBLE

- i. Award only to a "Responsible Offeror":

The Town will only award a Contract to an Offeror that, through evidence submitted or information available to the Town, has shown that it has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Prequalification by an entity other than the Town is not relevant to this determination.

- ii. Additional information:

If the Town requests it, the Offeror must present, within two business days, evidence satisfactory to the Town of the Offeror's ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of this RFP and any resulting Contract. The Town reserves the right to inspect the Offeror's physical facilities and conduct additional investigation prior to award to satisfy questions regarding the Offeror's capabilities.

- iii. Offeror in default:

No Proposal will be accepted from or Contract awarded to any Offeror that is in arrears, or is in default to the Town upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the Town, until all such debts

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are paid.

E. PROPOSAL ACCEPTANCE PERIOD

Unless the Offeror withdraws its Proposal as allowed under the terms of this RFP or agrees to one or more extensions, the Proposal is binding upon the Offeror for ninety (90) calendar days following the RFP Due Date. Offeror further agrees and understands that (except to the extent of the requirement to indemnify the Town for costs incurred in protection of the Offeror's confidential information) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is executed and exchanged by and between the Offeror and the Town. The following Town agents have general authority to sign and execute a Contract on behalf of the Town, to the extent authorized by Town Council: the Town Manager. Unless authorized by a recorded affirmative vote of Town Council, no other Town officer or employee is authorized to execute Contracts, and no Contract executed by an unauthorized officer is binding on the Town.

IV. AWARD OF CONTRACT

The Town Manager or her designee will evaluate each Proposal on the basis of the evaluation criteria provided in the RFP. The process of selecting Offerors for negotiation, and the negotiation of the contract, shall follow the process outlined VPPA.

Upon the award or the announcement of the decision to award a contract as a result of this RFP, the Town Manager will post Notice of the Intent to Award or Notice of Award at the Town of Haymarket, Town Hall, 15000 Washington Street, Suite 100, Haymarket, VA 20169.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the Town Manager within the required time period.

V. FORM OF CONTRACT AND RELATED DOCUMENTS**A. USE OF TOWN STANDARD FORM CONTRACT**

Unless otherwise specified in this Request for Proposal, use of the Town Standard Form Contract attached hereto is mandatory.

REQUEST FOR PROPOSAL**~~B. DIFFERING TERMS IN OFFEROR-SUPPLIED FORMS OR LETTERS~~**

No term in an Offeror-supplied form or letter may alter, contradict, or supersede the terms in this RFP and the resulting Contract.

C. METHOD OF ORDERING

- i. The Town may use any lawful method of placing orders.
- ii. Orders may be placed orally by authorized employees of the Town identifying themselves with the Purchase Order Number, and their name.
- iii. A Purchase Order (PO) may be issued to the Contractor on behalf of the Town agency ordering the Goods, Services, Construction or Insurance covered under the contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated as required by the Code of Virginia.

D. COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Contract may be conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Virginia Code Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The Town of Haymarket shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

VI. MISCELLANEOUS**A. AUTHORITY OF AGENTS**

1. Offeror's agent: Each Proposal, and any Contract, must be signed by a person authorized to bind the Offeror to a valid Contract with the Town. For a sole proprietorship, the principal may sign. The Town may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been

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~~demanded or not, if later appears that the signatory was not authorized~~
to act, the Town may declare the Contract void if it is in its best interest to do so.

2. Town's agent: The Purchasing Manager has the final responsibility and full authority for issuance of Requests for Proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the Town of Haymarket. The Town Manager is authorized to execute Contracts in the name of the Town. No other Town officer or employee is authorized to add to, vary, or waive terms of the RFP, place purchase orders, enter into purchase negotiations or contracts, or in any way obligate the Town for indebtedness. Any purchase order or contract made without authority is void *ab initio* the Town will not honor or ratify any void action of its employees or agents.
3. Non-appropriation of Funds:
 - a. The authority of agents for the Town is limited by appropriations. In subsequent fiscal years, the Town may reduce or eliminate appropriations related to the Procurement which is the subject of this RFP without liability to the Contractor or any third party.

B. EXAMINATION OF DOCUMENTS

Except as provided herein, all proceedings, records, Contracts and other public records relating to Procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

1. Estimates:

Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

2. Prior to award:

Any Offeror upon request shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award, unless the Town decides not to accept any of the Proposals and to reissue the RFP. Otherwise, Proposal records shall be open to public inspection only after award of the Contract. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

REQUEST FOR PROPOSAL**3. Trade secrets:**

The Town will only protect from public disclosure a Offeror's trade secrets or proprietary information submitted in connection with this Procurement transaction if the Offeror invokes the protection of Virginia Code § 2.2-4342 in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected by some distinct method, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Offeror agrees to indemnify the Town for any costs, including attorney's fees, incurred defending that Offeror's information in any action under the Virginia Freedom of Information Act.

4. No requirement to state reasons for rejection:

Nothing contained in this RFP shall be construed to require the Town to furnish a statement of the reasons why a particular Proposal was not deemed to be the most advantageous to the Town.

C. NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY- OWNED BUSINESSES AND SERVICE-DISABLED VETERAN-OWNED BUSINESS AND EMPLOYMENT SERVICES ORGANIZATIONS**1. In general:**

The Town does not discriminate against Offerors on the basis of race, religion, color, sex, sexual orientation or gender identity, national origin, age, disability, status as a service disabled veteran, political affiliation, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Offeror believing that it or another Offeror has been discriminated against on that basis should immediately make the Town Manager aware of the basis for that belief.

2. Opt-out rights with faith-based organizations:

If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that contract objects to the religious character of the faith-based organization from which the individual receives or would receive the Goods, Services, or disbursements, the Town shall offer the individual, within a reasonable period of time after the date of his

REQUEST FOR PROPOSAL

~~objection, access to equivalent Goods or Services, or disbursement from an alternative provider.~~

3. Facilitating disadvantaged businesses:

It is the policy of the Town to facilitate the participation of small businesses, businesses owned by women, minorities and service-disabled veterans, and employment services organizations in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Offeror will use its best efforts to carry out this policy and insure that small businesses, businesses owned by women, minorities and service disabled veterans, and employment services organizations have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for the project.

D. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code §2.2-4311.2, an Offeror organized or authorized to the transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Town Manager. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov>. Offerors should consult the Code of Virginia for more information.

REQUEST FOR PROPOSAL

VII. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

I certify that I received and reviewed the following Addenda to this Proposal and have included their provisions in this Proposal:

<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>
_____	_____	_____	_____	_____	_____

Please complete the following by checking the appropriate line that applies and providing the requested information.

- a. _____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.
- b. _____ Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Offeror's Identification Number issued to it by the SCC is _____.
- c. _____ Offeror does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____
- _____
- _____

VIII. CERTIFICATIONS

This RFP is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

By my signature on this form, I certify on behalf of the Offeror that I am not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377.

I further certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a Proposal, understanding of the conditions, and data on convictions contained in provision "Offeror Certifications" of the RFP are true and not misleading as to the Offeror.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Purchasing Manager. I agree to abide by all conditions of this RFP and certify that I am authorized to sign for the Offeror.

COMPANY NAME (Please Print)_____
TELEPHONE NUMBER_____
ADDRESS_____
FACSIMILE NUMBER_____
E-MAIL ADDRESS_____
SIGNATURE:_____
DATE_____
NAME: (Please Print)_____
TITLE

EXHIBIT A

Photographs

(will need to add photographs maybe structural report)



Haymarket Police Dept.

15000 Washington St. • Haymarket, Virginia 20169

Phone (703) 753-2700 • Fax 703-753-1954

Allen Sibert, Chief



Section V, Item9.

Sec. 30-5.5. – Town Park; violations; exceptions, penalties.

a. Definitions.

- 1) *Park* shall mean any town-owned parks that are open to the public for active or passive recreational activities.
 - 2) *Dawn* shall mean thirty minutes before sunrise as determined by the National Weather Service.
 - 3) *Dusk* shall mean thirty minutes after sunset as determined by the National Weather Service.
- b. It shall be unlawful for any person or vehicle to enter into, or remain upon the lands or premises of any park owned by the town after dusk and before dawn, including any town-owned rights of way, sidewalks and parking areas situated within the park.
 - c. This section shall not apply to elected officials, appointed officials, officers or employees of the Town who are acting in accordance with their duties; nor shall it apply to persons participating in or witnessing events where the town has given written permission to exceed the above-stated time limits.
 - d. The town manager or their designee may issue permits for nighttime use of a town-owned park upon written application accompanied by reasonable demonstration that such use or activity is consistent with the preservation of the public health, safety and welfare, with particular regard to lighting, noise control and sanitation, and that such use or activity shall comply with all applicable state and town laws, rules and regulations and shall be accompanied by such other documentation as the town may reasonably require.
 - e. Any person convicted for violating this section shall be subject to a fine of not more than \$2,500 or by confinement in jail for a term not exceeding 12 months, or both such fine and confinement.

-DRAFT-

AN ORDINANCE AMENDING CHAPTER 46 OF THE HAYMARKET CODE OF ORDINANCES TO PROVIDE REGULATIONS FOR USE AND RENTAL OF MOTORIZED SKATEBOARDS OR SCOOTERS, BICYCLES, OR ELECTRIC POWER-ASSISTED BICYCLES FOR HIRE.

WHEREAS, the Town of Haymarket (the “Town”) is proactive in welcoming new models of transportation within the marketplace, while creating policies to limit their potentially negative impacts, in order to continue the Town’s responsible stewardship of the public right-of-way, as well as provide thoughtful response and adaptation to the transportation needs of the community; and

WHEREAS, the emergence of e-bikes, e-scooters, and shared mobility devices (SMDs) has created a new challenge for local governments; and

WHEREAS, the purpose of this ordinance is to establish rules and regulations governing the operation of motorized skateboards or scooters, bicycles, or electric power-assisted bicycles for hire within the Town and to ensure that such mobility sharing devices and systems are consistent with the safety and well-being of citizens, and other users of the public rights-of-way in the Town; and

WHEREAS, Virginia law prohibits the use of town streets in a manner not permitted to the general public, without first obtaining permission from the Town’s governing body. See Virginia Code § 15.2-2015; and

WHEREAS, pursuant to Virginia Code §§ 15.2-2015 and 46.2-1315 this ordinance applies to any proposed deployment of motorized skateboards or scooters, bicycles, or electric power-assisted bicycles for hire within the Town’s jurisdictional boundaries,

NOW, THEREFORE, BE IT ORDAINED, on this ____ day of _____, 2026, by the Council of the Town of Haymarket, Virginia that Article IV is hereby added to Chapter 46 of the Town of Haymarket Code of Ordinances, to read as follows:

ARTICLE IV. REGULATION OF MOTORIZED SKATEBOARDS OR SCOOTERS, BICYCLES, OR ELECTRIC POWER-ASSISTED BICYCLES FOR HIRE.

Section 46-200. - Policy Statement and Purpose

The purposes of this Article are (1) to establish rules and regulations governing the operation of Shared Mobility Systems within the Town to protect the health, safety, and welfare of the citizens of the Town and the general public, and (2) to gather data relating to the risks associated with Shared Mobility Systems, as defined herein. These provisions apply to any deployment of Shared Mobility Systems, including direct rental or similar programs, within the Town's jurisdictional boundaries or on Town-owned property outside its boundaries.

Section 46-201. - Definitions

Device means motorized skateboards, motorized scooters, electric scooters, motorized bicycles, electric power-assisted bicycles, shared mobility devices, and other devices specified in Virginia Code Section 46.2-1315.

Electric power-assisted bicycle means a vehicle that travels on not more than three wheels in contact with the ground and is equipped with (i) pedals that allow propulsion by human power and (ii) an electric motor with an input of no more than 1,000 watts that reduces the pedal effort required of the rider and ceases to provide assistance when the bicycle reaches a speed of no more than 20 miles per hour, and includes docked and dockless electric power-assisted bicycles.

Geo-fencing means a virtual perimeter that operates with a Device's onboard GPS to authorize parking of the Device, to prevent or limit operation of the Device, and/or to provide an alert notice to the Licensee or Customer, whenever the Device crosses the perimeter.

Shared mobility device means motorized skateboards, motorized scooters, electric scooters, motorized bicycles, electric power-assisted bicycles, and other devices specified in Virginia Code Section 46.2-1315 that users can access on an as-needed basis for a fee.

Shared Mobility System means a transportation system that allows users to gain access to shared mobility devices on an as-needed basis for a fee, rather than through ownership.

Motorized skateboard or scooter means every vehicle, regardless of the number of its wheels in contact with the ground, that (i) is designed to allow an operator to sit or stand, (ii) has no manufacturer-issued vehicle identification number, (iii) is powered in whole or in part by an electric motor, (iv) weighs less than 100 pounds, and (iv) has a speed of no more than 20 miles per hour on a paved level surface when powered solely by the electric motor. "Motorized skateboard or scooter" includes docked and dockless electric stand-up scooters (e-scooters) and gas-powered scooters, but does not include "electric personal assistive mobility devices."

License means authorization issued by the Town to operate a Shared Mobility System under this Article.

Licensee means a person or entity who receives a License issued by the Town to operate a Shared Mobility System under this Article in order to offer the use and/or rental of Devices for a fee.

Town Manager means the Town Manager and their designee.

Sec. 46-202. - License Requirements for Licensees of Motorized Skateboards or Scooters, Bicycles, or Electric Power-Assisted Bicycles for Hire.

- (a) Any person or entity seeking to operate a Shared Mobility System within the Town shall first obtain a License from the Town, conditioned on compliance with this

ordinance. The Licensee will be required to obtain a business license and will be responsible for all applicable local fees and taxes.

- (b) The person or entity shall provide a copy of their Virginia Business License and Virginia Certificate of Good Standing.
- (c) Each person or entity shall pay a single up-front flat fee of \$5,000 upon submittal of their License Application for each fleet of Devices.
- (d) No person or entity shall operate a Shared Mobility System within the Town without a License. Any person or entity who operates a Shared Mobility System without a License shall be subject to a civil penalty of one thousand dollars (\$1000.00) for each violation. Each day of violation shall constitute a separate offense.
- (e) The Town Manager may revoke any License without prior notice for failure to comply with this ordinance.
- (f) Any person or entity whose License application has been denied, or whose License has been revoked or terminated, may file an appeal by submitting a written statement to the Town Clerk within ten business days of the denial or revocation. The written statement shall describe the basis of the appeal. The Town Council shall issue a final decision on the appeal within thirty business days. Any Licensee whose License has been revoked may not apply for another License within six months and the Licensee must remove all shared mobility devices from any public place in the Town within 48 hours of receiving the notice of revocation.
- (g) The Licensee shall maintain a \$5,000 surety bond which the Town may use to pay costs related to removing and storing devices that do not comply with these License requirements, if such costs are not borne by Licensee.

Sec. 46-203. - Transfer of Licenses.

No Licensee may transfer any License without the advance written consent of the Town Manager. The Town Manager may deny a transfer of a License if the transferee has violated a License or violated a similar ordinance in another locality, or if the transferee does not have proof of proper insurance coverage. A transferee shall accept responsibility for all outstanding violations, removal and storage fees for removed Devices, bonds, and Operating Conditions applicable to the transferring Licensee.

Sec. 46-204.- Device Equipment Requirements.

- (a) All Devices must meet the standards established in the Code of Virginia, including lighting during operation in darkness.
- (b) All Devices shall meet the safety standards established in the Code of Virginia requiring both headlight and taillight.

- (c) An operator identifier must be permanently affixed to each Device.
- (d) All Devices must be equipped with hardware that allow the Licensee to render by remote means a device inoperable if it has been reported to Licensee as being damaged or defective.
- (e) Licensee shall establish service area boundaries to designate areas of Device deployment.
- (f) All Devices shall be equipped with an on-board GPS capable of providing real-time location and limiting operation of the Device through Geo-fencing.

Sec. 46-205. - Device Operations for Licensees.

- (a) Each License shall designate the specific number of Devices that the Licensee may deploy in the Town.
- (b) The Town Manager reserves the right to order the removal of all abandoned or discarded devices in the Town. If not removed in a timely fashion, the Town may use a towing company to remove the Devices. The Licensee will then be responsible for paying the towing service a reasonable fee for each Device removed as well as any storage fees.
- (c) Licensees must be aware of and plan for Town, providing additional staffing, rider education/awareness, and temporary no-ride and no-park zones as necessary.
- (d) Licensees shall provide administrative access for Town officials to relocate Devices that are blocking the public right-of-way or creating obstacles for vehicles or pedestrians.

Sec. 46-206. – Safe Riding Requirements for Persons Using a Device.

The following provisions apply to any and all users and operators of Devices within the Town.

- (a) No person shall use a Device on any town sidewalk.
- (b) No person shall park a Device in a manner that impedes the normal movement of pedestrian or other traffic or where such parking is prohibited by official traffic control devices.
- (c) No person shall operate a Device at a speed faster than 20 miles per hour.

- (d) Every person fourteen (14) years or younger shall be required to wear a protective helmet which meets the standards promulgated by the Consumer Product Safety Commission Standards whenever riding or being carried on a Device within the Town.
- (e) It shall be unlawful for any person to operate a Device on the highways in the Town while using earphones on or in both ears. For the purposes of this Section, "earphones" shall mean any device worn on or in both ears that converts electrical energy to sound waves or which impairs or hinders the person's ability to hear, but shall not include any prosthetic device that aids the hard of hearing.
- (f) Operating Devices while texting or while under the influence of alcohol or other intoxicants is prohibited.
- (g) Any person or operators of Devices that are found to be in violation of this section shall be subject to a fine in the amount of \$150.00.

Sec. 46-207. Parking Requirements for Use of a Device.

The following provisions apply to Licensees, users and operators of Devices, as specifically stated herein.

- (a) Devices must be parked upright on hard surfaces in a manner that does not obstruct or impede the public right of way.
- (b) Licensees must direct Device users to designated parking areas. Device users are not allowed to sign out of their Devices unless parked in a designated area.
- (c) Devices are to be parked in such a manner as to provide a 4-foot pedestrian clear zone area in the sidewalk.
- (d) Devices cannot be parked in such a manner as to impede or interfere with any fire hydrant, call box, or other emergency facility; bus bench; utility pole or box; or the reasonable use of any commercial window display, or access to or from any building.
- (e) Devices cannot be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- (f) The Town Council reserves the right to determine certain areas where parking is permitted or prohibited. The Town will apply visible markings to identify the areas where Devices may be parked.
- (g) Devices cannot be parked adjacent to or within:
 - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;

- iii. Disabled parking zones;
 - iv. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps; or
 - vi. Driveways.
- (h) To the extent a Licensee desires to park Devices on Town property other than the public right-of-way (e.g., parks, plazas, parking lots, transit stations, or private property), the Licensee must first obtain the right to do so from Town Council.
- (i) Licensees shall stop placing Devices, or allowing contractors to place Devices in front of any address provided by the Town, and shall remove the devices within 48 hours of notice.
- (j) Licensees shall comply with the Town's restrictions regarding riding/parking/locking Devices in specified areas of the Town where the Devices cannot be safely operated.
- (k) Any Device found to be in violation of this section is subject to removal by the Town; the Licensee must pay thirty-five dollars (\$35.00) for each Device removed and five dollars (\$5.00) per day of storage, including the day of removal and the day of release from storage. The Town shall provide notice of removal within twenty-four (24) hours of removal.
- (l) As part of renting a Device, Licensees must require Device users to acknowledge and accept the Town's operational and parking rules.

Sec. 46-208. Customer Service

- (a) Licensees must provide easily visible contact information, including a toll-free phone number and e-mail address, on each Device for Town employees and members of the public to make relocation requests or to report other issues with devices.
- (b) Licensees must maintain a local Licensee representative and provide a direct point of contact to the Town and its residents.
- (c) Licensees shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. This phone number and its website shall be provided on every Device that is in service in the Town.
- (d) Upon notification that Devices are improperly parked or left unattended on any sidewalk, street, or public right-of-way under the jurisdiction of the Town, the Licensee must remove the Devices within two hours.
- (e) Licensees shall provide all riders of Devices with a mechanism to report safety or maintenance issues.

- (f) In the event that a safety or maintenance issue is reported for a Device, the Device shall immediately be de-activated and shall be removed immediately. Any inoperable or unsafe Device shall be repaired before it is put back into service.

Sec. 46-209. - Data Sharing.

Without prejudice to a Licensee's rights to, and interest in, its commercially privileged and sensitive information, Licensees agree to provide the Town the following types of data in a monthly report: total active customers, number of trips in the Town each month, average trip duration times, number of devices in service, GPS tracking data for every trip route, crashes (giving time, date, and location), injuries, and complaints. The specific data to be provided by the Licensee will be stated in the License.

Sec. 46-210. - Insurance.

The Licensee will be required to purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits:

- (a) Workers' Compensation - Statutory requirements. This policy shall specifically list Virginia as a covered state.
- (b) Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- (c) Commercial General Liability - \$1,000,000 per occurrence. The Town and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
- (d) Automobile Liability-\$1,000,000 per occurrence.
- (e) All insurance coverage:
 - i. shall be issued by a licensed insurance carrier authorized to do business within the Commonwealth of Virginia and otherwise acceptable to the Town;
 - ii. shall be kept in full force and effect during the life of the License; and
 - iii. prior to operating a Shared Mobility System, the Licensee shall (i) have all required insurance coverage in effect; (ii) the Licensee shall deliver to the Town the certificates of insurance for required insurance coverage, or other evidence satisfactory to the Town in its sole discretion.
- (f) Nothing contained within this ordinance shall waive the Town's sovereign immunity under law.
- (g) The Town reserves the right, but not the obligation, to revise any insurance requirement as may be necessary for the best interests of the Town, including, but not limited to, limits, coverages and endorsements, or reject any insurance policies

which fail to meet the criteria stated herein. Additionally, the Town reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

- (h) Compliance with insurance requirements shall not relieve the Licensee of any responsibility to indemnify the Town for any liability to the Town, as specified in any other provision of this ordinance, and the Town shall be entitled to pursue any remedy in law or equity if the Licensee fails to comply with this ordinance. Indemnity obligations specified elsewhere in this ordinance shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured. Licensee explicitly acknowledges and understands that it assumes the risk of placing its Devices on Town property and that the Town will not be responsible for any damages to such Devices arising from their presence on Town property.

Sec. 46-211. - Civil penalties.

- (a) Any Licensee, user or operator violating this article shall be liable to the town for a civil penalty of up to five hundred dollars (\$500.00) for the first offense and up to one thousand dollars (\$1000.00) for the second and subsequent offenses, unless otherwise specified herein. Each day that the violation exists shall be a separate offense.
- (b) Any ticket for a violation of this article, shall inform the violator that he or she may avoid a trial by paying this penalty to the Town by mail or in person at the office of the director of finance within fourteen (14) calendar days following the date of the ticket. If a person charged with a violation does not elect to pay the civil penalty within fourteen (14) calendar days, the violation shall be tried in the general district court in the same manner and with the same right of appeal as provided for by law. A finding of liability shall not be deemed a criminal conviction for any purpose.

By Order of the Town Council of the
Town of Haymarket, Virginia

BY: _____
TracyLynn Pater, Mayor

ATTEST: _____
Kimberly Henry, Clerk



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

Memorandum

To: Mayor and Town Council
From: Kim Henry, Clerk of Council
Re: Code of Ethics
Date: April 27, 2026

Background: In the spring of 2025, Council discussed and made edits to the Policies and Procedures and the Code of Ethics. In July 2025, Council adopted the Policies and Procedures however asked that the Town Clerk and the Town Attorney work on the Code of Ethics to clearly identify and recommend steps of action if one Councilmember has a grievance over another. The Code of Ethics also discussed proper behavior when representing the Town of Haymarket. In March, the Council started discussing the Training and Travel policy for both the staff and for Councilmembers. The Council adopted the employee training and travel policy at their April regular meeting but delayed the adoption of the Council training and travel policy. We believe that the Code of Ethics would address the portion of the training and travel policy regarding proper conduct. The Town Attorney has made the appropriate edits and additions to the draft Code of Ethics presented in 2025. I have attached the original and the attorney edited version.

DRAFT CODE OF ETHICS

Preamble

WHEREAS, the proper operation of local government requires that public officials be independent, impartial and accountable to the citizens, that governmental decisions and policy be made through proper processes, that public office not be used for personal gain; and

WHEREAS, as public officials we are charged with upholding the trust of the citizens and with obeying the law and respecting established policies and procedures; and

WHEREAS, as public officials we have taken the oath of office and have pledged that we will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the Commonwealth of Virginia and further that we will faithfully and impartially discharge the duties of our office.

NOW THEREFORE, in recognition of our obligations as citizens of the Commonwealth of Virginia and as public officials and citizens of the Town of Haymarket and to assure public confidence in the integrity of local government and its effective and fair operation, we do hereby adopt the following Code of Ethics to guide the Town's council and council appointed boards and commission members.

Ethical Responsibilities

1. *Faithful and impartial performance of duties.* Members of the town council and council appointed boards and commission members shall faithfully and impartially perform their duties to the very best of their abilities and demonstrate integrity, independence, honesty and ethical behavior in the conduct of all town business.

2. *Demonstrate integrity and respect.* Members of the town council and council appointed board and commission members shall treat the public, town staff and each other in a respectful and courteous manner and shall at all times refrain from abusive conduct, threatening or intimidating language or gestures, personal charges, or verbal or written attacks concerning the character or motives of other members of the town council, town boards and commissions, town staff, or the public.

3. *Follow established town policies and procedures.*

- a. Members of the town council and council appointed boards and commission members shall bring any concerns about the performance of a town council member or council appointee to the entire council.

- b. Concerns about the performance of a town employee shall be discussed privately with the Town Manager.
- c. Members of the Town Council and council appointed boards and commission members should direct significant requests for information or discussions concerning town business to the Town Manager, who directs the day-to-day operations of the town and its employees.

4. *Follow the law.* Members of the Town Council and council appointed boards and commission members shall, as required by Code of Virginia, fully comply with the provisions of the Virginia Freedom of Information Act, Code of Virginia §§ 2.2-3700. et.seq. and the State and Local Government Conflict of Interests Act. Code of Virginia, §§ 2.2-3100-2.2-3131, as applicable.

DRAFT
CODE OF ETHICS
For
TOWN OF HAYMARKET
TOWN COUNCIL and TOWN-APPOINTED OFFICIALS

Declaration of Policy

PREAMBLE

WHEREAS, the citizens and businesses of Town of Haymarket, Virginia (the “Town”), are entitled to have fair, ethical and accountable local government, which operates to maintain the public’s full confidence for integrity. The effective functioning of a government requires that its public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the governmental operations.

WHEREAS, public officials must be impartial and fair in their judgment and actions. Public office must be used for the public good and not for the personal gain of the person holding that office. Public deliberations and processes must be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

WHEREAS, to these ends, the Town’s Town Council has adopted this policy to serve as its Code of Ethics for its members, as well as for its appointed public officials, collectively referred to herein as “Town Officials, or “Officials”.

WHEREAS, this Code of Ethics shall be supplemental to and not in lieu of any state law, including the Virginia Conflict of Interest Act, pertaining to the same subject matter or act.

NOW THEREFORE, to further advance the public’s confidence, and in recognition of the Town citizenry’s compelling interest in ensuring the integrity of their local government, including its effective and fair operation, the Town hereby adopts the following Code of Ethics to guide the Town Council and council-appointed boards and commission members.

I. Act in the Public Interest

Town officials owe a fiduciary duty to the Town while in the performance of their public duties, officials will work for the common good of the people of the Town and not for any private or personal interest, whether such private or personal interest is their own or that of another. Each official shall give fair and equitable treatment to all persons, claims, and transactions coming before the Town Council and its boards, commissions, and committees.

II. Comply with the Law

Each official is bound to uphold and comply with the laws of the United States, the Commonwealth of Virginia, and the Town whether in the performance of their public duties or in the conduct of their personal affairs. The laws of Haymarket shall include the Town’s uncodified ordinances, administrative regulations, and adopted policies.

III. Conduct of Members

Town officials shall treat the public, Town staff, and each other in a respectful and courteous manner and shall at all times refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of any member of the public, Town Council, or any board, commission, or committee appointed by the Town Council, and Town staff. The professional and personal conduct of members shall be above reproach and avoid even the appearance of impropriety.

IV. Respect for Process

Town officials shall perform their duties in accordance with applicable law, and the processes and rules of order established by the Town Council. Each official shall be prepared for the consideration of public business scheduled for a public meeting, including the discussion and deliberation of public policy issues.

V. Conduct of Public Meetings

Town officials shall listen attentively to all public discussions before the body and base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. Members shall refrain from:

- a. Interrupting or talking over each other or any speakers;
- b. Making personal comments not germane to the business of the body; or
- c. Otherwise interfering with the orderly conduct of meetings.

VI. Communication

Each official shall have a duty to share with the members of their respective public body, any substantive information that they receive from sources outside of the public decision-making process if such information is relevant to a matter under consideration by that public body.

No official shall be authorized to disclose information provided in a closed meeting without such disclosure being authorized by a majority vote in an open meeting. Any disclosure made without such votes shall be presumed unauthorized and a breach of confidentiality relative to the group. No unauthorized disclosure shall operate to waive the confidentiality of the group.

VII. Conflict of Interest/Misuse of Office

No official shall use his or her official position to influence government decisions in which the official has a material interest. In addition to any disclosure that may be required by law, each official shall disclose whether she or he has a personal or business relationship to a party in any matter coming before them.

Each official shall refrain from using their position to influence the deliberations and decisions of any public body of which the official is not a current member. No official shall appear before any Town public body on a matter related to the work performed by that body, including the Town Council, on behalf, or in support, of the interests of a third party.

Should an official elect to exercise his or her personal right to speak during a public hearing or comment period on a public issue or transaction before a public body of which the official is not a member, the official shall not appear before such body wearing, or otherwise displaying, a Town-issued identification, nor shall

such official refer to his Town appointed or elected office when speaking. Each official shall disclose that his or her comments are made solely in his or her personal capacity and are not the position of the Town nor the public body of which the official is a member.

VIII. Gifts and Favors

No official shall accept for himself or herself or for family members, personal or professional favors or benefits which might be construed by reasonable persons as influencing the official’s vote or performance of governmental duties. Each official shall comply with the gift-reporting and disclosure requirements imposed by law.

IX. Confidential Information

Each official shall respect the confidentiality of non-public information concerning the property, personnel, or affairs of the Town. No official shall disclose non-public, confidential information without proper legal authorization, nor shall an official use or divulge such information to advance his or her personal or financial interests or the interests of a third party.

X. Use of Public Resources/Positive Workplace

No official shall use public resources, such as Town staff time, equipment, supplies or facilities, for the official’s private purposes or personal gain. Town officials shall remain mindful of the unintended influence of their positions and authority when dealing with Town employees. To that end, no individual Town official shall give direction to staff, other than through the Town Manager or designee.

XI. Representation of Private Interests

No official shall appear on behalf of the private interests of third parties before any public body of the Town, unless such appearance is required by the official in the performance of his or her private employment duties. Should an official be required by his or her private employment to appear before the public body in which he or she is a member, on behalf of the private interests of a third party, the official shall disclose said private interest and not participate in the discussion, consideration, or vote of the issue or transaction for which the official appeared.

XII. Advocacy

Town officials shall represent the official policies or positions of the Town Council, commissions, or committees to the best of their ability when designated as delegates for this purpose. When representing their individual opinions and positions, officials shall explicitly state they do not represent their body or the Town, nor will they allow the inference that they do.

XIII. Policy Role of Members

The Town Council determines the policies of the Town with the advice, information, and analysis provided by the public, commissions, committees, and Town Staff. The Town Council delegates authority for the administration of the Town to the Town Manager. No Town official shall interfere with the administrative functions of the Town or the professional duties of the Town staff, nor impair the ability of staff to implement the policy decisions of the Town Council. Inquiries to staff shall be made through the Town Manager or designee.

XIV. Independence of Council and Commissions

Because of the value of the independent advice of its commissions and committees to the public decision-making process, members of the Town Council shall refrain from using their positions to unduly influence the deliberations or outcomes of board, commission or committee proceedings.

XV. Implementation

The Code of Ethics shall be made available to the public and included in the regular orientations of elected and appointed officials. Each public body of the Town shall biennially review the Code of Ethics and make such recommendation for amendments or updates to the Town Council, as deemed desirable or necessary.

XVI. Compliance and Enforcement

The Town's Code of Ethics expresses standards of ethical conduct expected of each Town official, whether elected or appointed. Each official shall have as his or her primary responsibility to ensure that ethical standards are understood and met, so that the public can continue to have full confidence in the integrity of government.

A member of the Town Council or of any board, commission or committee of the Town shall have the additional responsibility to initiate ethical investigations when actions of their respective members appear to be in violation of the Code of Ethics are brought to their attention. Matters involving the violation of this Code shall be discussed initially by Town Council in closed session in an effort to discuss and resolve the matter.

An official's failure to comply with the Code of Ethics shall constitute a violation therefore, and said official shall be subject to punishment, such as public or private reprimand, formal censure, loss of seniority or committee assignment, or budget restriction, or a fine, as provided by Virginia Code Section 15.2-1400(D). The determination as to whether an official has failed to comply with the Code of Ethics, and any punishment relating thereto, shall be determined by majority vote of the Town Council.



Elected and Appointed Officials' Travel Policy

The Town of Haymarket encourages the elected and appointed officials to participate in conferences, meetings, training programs, and municipal events that enhance their ability to serve the community. Training, continued learning and networking events aim to strengthen knowledge, improve effectiveness in performing official duties, deepen understanding of municipal operations and governance, support sound decision-making, and ensure professional representation of the Town at regional, state, and national levels. Participation in such activities is considered part of an official's responsibilities when the event is in support of the Town's goals and initiatives.

While the Town values ongoing professional development, all training and travel must be balanced with available resources. Approval is dependent on the appropriated budget, scheduling demands, and operational considerations. All requests will be evaluated based on funding availability, alignment with Town priorities, conflicts with scheduled meetings or obligations, relevance of the event to the official's responsibilities, and the overall fiscal impact on the Town. Approval is not guaranteed; the Town Manager and/or Town Council may also consider the direct benefit to the Town, the official's availability, applicability of the material to current or upcoming Town needs, prior participation in similar opportunities, and the official's adherence to Town policies.

Training and Travel will be approved by the Town Manager.

To ensure fair and equitable access to training and representation opportunities, the following principles apply:

First-Time Priority:

If there is large interest amongst the elected and appointed officials to attend the same training, convention or networking opportunity, the Town will give priority to those members who have not attend the training/event previously. Consideration shall be taken if the official is a board or committee member of the organization hosting the event. For example, a Councilmember is an

active committee member for a Virginia Municipal League (VML) committee and their attendance is preferred or required at the meeting.

Annual Conference Attendance:

In consideration of annual trainings and conferences, all elected officials who are eligible to attend will be encouraged to register and attend. If attendance is restricted due to funding availability, the Town will encourage members who have not attended in the past year to have priority. For example, if all seven councilmembers want to attend the Annual VML Conference but funding is limited to four members attending, the Town will prioritize the members who did not attend the year prior.

Annual conferences offer a wide range of educational opportunities, training and networking events. These conferences change annually to reflect the ever-changing government climate. It shall be noted that all elected officials would benefit from the attendance of the annual conference. If a member is excluded from attendance due to budgetary constraints, they may request the Council discuss an amendment to the budget to appropriate additional funds for training purposes. The Councilmember will be responsible for championing the discussion at the appropriate Council meeting.

1) TRAVEL AND TRAINING APPROVAL PROCESS

- a) The elected/appointed official shall complete a Travel and Training Request Form (attached) prior to attending the program. This form should be submitted to the **Town Manager** for approval as soon as the conference/training opportunity is announced. In no case should the form be submitted later than 10 days before the departure date. In the occurrence that the Town Manager is unable to provide the review and approval of requested training, the official may submit the request to the Mayor.
- b) All conferences, seminars, courses, meetings, etc. must be directly related to the performance of the official's assigned duties. When requesting approval of the training or conference, the official must provide a written statement on the applicability of the training, purpose of the conference and all relative details outlining the linkages to the official's job requirements and knowledge.
- c) The official shall submit an estimate travel and training cost with the approval request. The estimate shall include the conference or training fees, estimated mileage reimbursement or other travel arrangements, the hotel arrangements as applicable and any other foreseen costs. The requested funding for the expenditure must be approved in the adopted budget prior to attending the program. Failure to obtain prior approval when traveling could result in the employee not being reimbursed for travel expenses. The Town Manager may deny travel and training expenses even if they are applicable to the official's position based on the lack of available funding.

d) All hotel reservations, conference registrations and other items should be paid in advance by the Town following approval from the Town Manager. This payment will be made by check or credit card and will be completed prior to your arrival when possible. However, if needed, the official can check out a Town credit card to cover any expenses through the Town Treasurer. The official has the option of covering such expenses and obtaining reimbursement once they return from approved Town travel. For reimbursement, all receipts are required and subject to approval.

2) MEALS AND INCIDENTAL EXPENSES

a) The funds for meals and incidental expenses (meals tax, tips and other related items) while traveling are provided through a per diem (per day) allowance. **Receipts are required for per diem reimbursement.** The amount of per diem **shall follow the U.S. General Services Administration (GSA) max per day per diem rates for reference.**

b) Upon return from travel, the official shall submit receipts and the itemized reimbursement form for all meal expenses. The Town will reimburse the official for approved expenditures up to the maximum per diem rate. The approving body shall give consideration during the review of the following; location of travel, dietary restrictions and other extenuating circumstances.

c) In the event that meals are provided as part of the registration or conference program, the official are not eligible for a full per diem. Officials shall submit receipts and the itemized reimbursement form documenting all meal expenditures that were not covered by the event. Any dietary restrictions shall be noted to the Manager during the approval discussion so that management is informed of possible additional expenses. This applies to conferences such as the VML conferences, where meals are included in your registration. Official shall note in reimbursement form which conference days did not include all meals, such as Day 1 of the conference or the last day.

d) Prior to travel or training related business meetings, the employee may request permission to expense a business meal. Officials may further request expensing the meals of other guests or individuals. Management shall consider the nature of the meeting, the number of individuals attending the meeting and the requested location of the meeting.

e) At no time shall an official file a reimbursement for alcohol purchases. The Town of Haymarket does not reimburse employees or other Town members for the expenditure of alcohol.

3) TRANSPORTATION TO CONFERENCES

a) When travel is authorized and performed in a privately owned vehicle, round trip mileage is calculated to and from the Town Hall at a IRS **standard mileage rate**. Parking fees are also included as a reimbursable item. Receipts and an itemized reimbursement form shall be submitted for all mileage expenses, road tolls, and parking fees. A map print out with the documented mileage shall be attached to the reimbursement form.

b) If a rental car is needed for the conference travel. The Town will allow with Town Manager approval for a Standard/Mid-Size (Sedan) or if traveling with more than 2 Council members a Mid-Size SUV category vehicle. If vehicle rental is upgraded to higher class than Standard/Mid-Size (Sedan), the official would be responsible for the additional cost for upgrade.

4) AIR TRAVEL

a) When Town business requires officials to travel outside of the State for business, air transportation can be approved by the **Town Manager**. It is important to note that the Town encourages vehicle transportation to any location within 300 miles of the Town Office. In addition, the Town encourages officials to take advantage of the numerous training and conference opportunities that exist within the State rather than travelling outside of the State for opportunities. If air travel is required and approved, this travel is at the coach rate only. If first-class travel is arranged, the official will pay in advance the difference between the coach rate and first-class travel. If a spouse or guest is traveling with the official, airfare for the officials' spouse or guest must be paid by the official. When possible, air travel arrangements should be made at least 21 days in advance in order to take advantage of the lowest fares.

b) Expenses to and from airports, such as airport car service (Lyft / Uber), rental car, taxi cab or bus transportation are qualified expenses.

5) HOTEL ROOMS

a) The Town pays for the single room rate, unless a room block rate has been offered by Conference hosts. If the double room rate is cheaper than the single room rate, the double room rate may be booked. No room upgrades for traveling spouse, family or guests will be covered by the Town. The official shall pay in advance for any room upgrades.

c) Officials should stay at the designated Conference Hotel at the negotiated block rate. If multiple Conference Hotels are offered, officials may choose among them, considering cost and proximity. If no Conference Hotel is provided, select a hotel that meets U.S. General Services Administration (GSA) per diem rates, which may require using a government rate. If no hotel is available at the per diem rate, the Town Manager may grant exceptions.

If the Conference Hotel is full, choose a hotel that meets GSA per diem rates or is comparable to the block rate. Officials may select a different hotel than the Conference Hotel, provided it is not

more expensive. If the chosen hotel exceeds the Conference Hotel rate, the official is responsible for the difference in cost.

d) No overnight reimbursements will be paid if the meeting is for the duration of one day and at a location that does not exceed 100 miles one way from Haymarket. However, if there are circumstances of an early class/conference, the **Town Manager** can approve in advance the overnight reimbursement.

6) EXPENSES FOR SPOUSE, FAMILY OR GUEST

It shall be noted that the Town of Haymarket expects all training and town-related events to be considered working events. In the event that a spouse or guest accompanies an official, the following shall apply and be considered.

- a) All expenses incurred by a traveling spouse, family or guest will be paid for by the official in advance or during the trip with regard to meals and other such expenses. No expenses incurred by the spouse, family or guest shall be reimbursed by the Town of Haymarket.
- b) **In rare occurrences, a spouse or guest may attend celebration dinners or award ceremonies to support the Town official, these circumstances shall be discussed and approved by the Town Manager prior to travel. Examples of such would be a town official receiving a Certificate of Completion for an Institute, an award for a VML related honor or the Mayor's dinner at the VML conference.**

7) CONFERENCE ATTENDANCE and PARTICIPATION

Elected and appointed officials are expected to participate fully in conferences, meetings, and training events when attending on behalf of the Town. While officials do not receive compensation or paid work hours for attending educational programs, these events are considered part of their public service responsibilities. To ensure consistency and accountability, the following guidelines apply:

a) Attendance and Participation

Officials are expected to attend all scheduled conference or training sessions that relate to governance, municipal operations, leadership, or other topics that support effective service to the Town. This includes:

- Scheduled conference sessions
- Training workshops and seminars

- Official networking events that are part of the conference agenda
- Town-sponsored or required group functions (e.g., VML conference dinner)

Activities that are optional, recreational, or social in nature—such as fitness classes (e.g., yoga or Pilates), late-night entertainment, or unrelated social gatherings—are not required and are not considered part of official participation.

b) Travel Schedules

Officials should plan travel in a way that allows timely participation in required conference events. Travel delays outside the official's control should be noted if they impact scheduled sessions.

Since officials are not compensated, travel time is not counted as work time, but officials are expected to attend all essential conference activities for which the Town has paid registration or travel expenses.

c) Spouses, Family Members, and Guests

Spouses, family members, and guests may accompany officials at their own expense but:

- Must not interfere with the official's participation in required conference activities
- Any additional hotel nights, personal travel days, or added costs for companions must be paid entirely by the official
- Personal extensions of a trip must be clearly separated from Town-related travel

d) Questions About Required Attendance

If an official is uncertain whether a session, event, or networking activity is considered essential to their public responsibilities, they should consult the Town Manager or Mayor before or during the conference for guidance.

e) Review of Participation

The Town Manager or Mayor may request additional information, agendas, or documentation if there are questions about an official's attendance or participation in conference activities paid for by the Town.

8) Restriction of Conference and Training Opportunities

The Town funds conferences and training opportunities for the Town Officials to work towards certifications, continued education, and networking opportunities. The Town Manager, Mayor and Town Council reserve the right to restrict conference and training opportunities for officials that misuse Town Funds, conduct themselves in an unprofessional manner or take advantage of

offsite training opportunities. This list is not exhaustive and may include other performance actions. The Town Manager, Mayor and Town Council shall take all appropriate actions as stated in the  of Haymarket Employee Manual to document the actions and provide corrective action.



Position: Town Planner	Work Schedule: 40 hours per week Monday-Friday, Some Evenings or Weekends for Work Meetings and Events
Department: Administration	
Position Type: Full Time, FT	

This is a professional position responsible for the administration of the Town's zoning and land development regulations, performing a variety of tasks related to permitting, plan and application review, customer service, records management, research and analysis. The Town Planner is the primary staff support to the Planning Commission, and Architectural Review Board and provides support to the Town Council and other Town committees as needed.

Responsibilities:

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

- Assists the Zoning Administrator to review and approve zoning permits and development plans (ongoing)
- Coordinates review of zoning and land development applications among outside local, State and Federal agencies and works on the Town's behalf with outside agencies on planning-related studies and inquiries (ongoing)
 - Maintain working knowledge on transportation, environmental, and regional planning approaches
- Assists the Town Clerk with Agenda preparation for Planning Commission and Architectural Review Board review of development applications (ongoing)
 - Write and Review Staff Report
 - Design necessary Presentations for meetings
- Provides regular staff support to the Planning Commission, Architectural Review Board, Board of Zoning Appeals, as well as to the Town Council and other committees as needed or assigned, including preparation and dissemination of agendas and supporting materials (ongoing)
 - Conference with new commissioners and council on upcoming town projects (monthly)
 - Liaison between Board members and applicants (weekly to monthly basis)
- Assists with establishing operating policies, procedures, goals, and objectives (annual review for currency)
- Assists with maintaining currency of Town's Comprehensive Plan, Zoning Ordinance, and other planning and zoning regulations and policies
 - Comprehensive Plan build out: conduct public comment, placemaking, prioritize maintaining streetscape.
 - Roughly 6-8 months developing background and 1 yr of working with private contractor
 - Review and Amend Comprehensive Plan every 3-5yrs to promote the Town continuing to meet goals and objectives; maintain currency



- Analyze and create detailed and easy to read maps, tables, and figures regarding Town
 - Development should take 6-8 months,
- Assists with preparing the Planning Commission's Annual Report
 - Update Town Manager and Tracking Log (monthly)
- Assists with interpretation and administration of Town's planning and zoning regulations
 - Serve as a liaison for public inquiries and various outside agency contacts
 - Design and Implement zoning packets for citizens and business owners (ongoing)
 - Issue zoning violations and report regularly on progress with site visits and written documentation (ongoing)
- Assists with presentation material for Planning Commission and Town Council on planning and zoning issues (ongoing)
 - Present and Report on Public Hearings
- Responds to public inquiries related to Town planning and zoning regulations and policies
 - Establish and maintain relationships with community groups, businesses, and professional organizations (ongoing)
 - Business Roundtable (quarterly)
 - Assist with outreach (ongoing)
- Assists with maintaining currency of the Town's Planning and Zoning pages on the website (annual update)
 - Record and present zoning ordinance updates (quarterly review)
- Maintains planning and zoning records and files as required by and in conformance with State Code (ongoing)
 - Devise and Implement backlog system to preserve land files (6-12months)
 - Assist in the preservation of museum artifacts (8-10months)
 - Contract company to digitize files for record retention
- Ensures that all zoning applications are properly logged, tracked, filed, and updated;
 - Maintain general knowledge of all current projects and necessary PWC project to respond to information requests. (ongoing)
- Other duties may be assigned.
 - Utilize GIS for Town Benefit (update zoning map (2-3 months), detailed dashboards for record filing (4-8months), storymaps for town historic walking trail (8-10months))
 - Coding and build out determined following Comprehensive Plan adoption
 - Maintain working relationship with Town Manager, Mayor, PC, ARB, and Council members. (ongoing)
 - Earn and Maintain AICP Certification (or other applicable certifications) (1-5yrs)
 - Attendance at monthly-quarterly meetings



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

- Attend Annual Conferences & network with Local and Regional Government (annual)

Skills and Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. A qualified individual with a disability must be able to perform the essential functions of the position with or without reasonable accommodation.

Required:

- Bachelor's degree in planning or related field;
- Strong desire to continuing to further training or education to remain current with trade practices
- Knowledge of Town Charter, related ordinances, and the policies, procedures and regulations governing municipal government
- Demonstrated ability to work collaboratively with elected and appointed officials, citizens, and staff
- Ability to exercise a high degree of diplomacy in contentious or confrontational situations
- Ability to critically assess situations, problem solve and work effectively under stress, within deadlines and changes in work priorities

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of the principles, practices, techniques and law of contemporary zoning administration and urban planning, includes a working knowledge of applicable Federal and Virginia enabling legislation and laws.

Ability: Ability to plan, organize, and complete research, including statistical analysis. Demonstrate an ability to communicate effectively and accurately in oral, written, and graphic form. Strong organizational skills should also be demonstrated.

Skill: Good customer service skills and ability to establish and maintain good working relationships with the public, staff, and Town Officials. Demonstrate an ability to read, comprehend and review site plans, subdivision plats, construction plans, architectural plans and maps. Demonstrate working knowledge of computers, keyboarding, word processing and database management software.

Physical Demands and Work Environment: tasks typically require sedentary work with occasional lifting of up ten (10) pounds in an office environment.

Supervision: This position reports directly to the Town Manager or his/her designee

Employer Overview:



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

Section VI, Item 10.

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.