



TOWN COUNCIL – WORK SESSION MEETING

Monday, March 30, 2026 at 6:00 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. FY27 BUDGET WORK SESSION

IV. TOWN MANAGER REPORT

1. Monthly Report

V. CHIEF OF POLICE REPORT

1. Monthly Report

VI. AGENDA ITEMS

1. Monthly Financial Report
2. Discussion on Draft AI Policy
3. Discussion on Draft Council and Employee Training and Travel Policies
4. Draft Procurement Policy - Discussion on First Draft
5. Full Time Position Discussion
6. Discussion on Park Hours Draft Ordinance
7. E-Bike/E-Scooter Draft Ordinance

VII. CLOSED SESSION

1. Motion for Closed Session
2. Certification
3. Directive/Motion from Closed Session

VIII. 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			
Town Park Sidewalk	Emily K	Goal 1: Improve Transportation and Infrastructure ... Strategy 1.2 Complete, expand and maintain the town streetscape	Completed the Town Park Sidewalk Project! The final payment was made and the project is closed out.
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		UPDATE: Uploading site plan files into the Dropbox for the consultant, determining which hard files are missing to coordinate a handoff meeting. Held the kick off meeting for the Stormwater Analysis project with PWC and JMT on July 2nd. the main focus areas are 1. An existing channel between Fayette and Jefferson Street just South of Washington Street, 2. A historic water collection point between the Crossroads Village Center Development and the older single family homes on the north side of Fayette Street, and 3. A channel behind Haymarket Baptist Church that leads to I-66. I will connect with the Town Engineer to determine if this focus area is still an ongoing issue, the last report we had on the issue was in 2019. If this area is not a top priority I will work with JMT to allocate the funding to a widespread analysis of the stormwater systems. JMT is preparing a new timeline for the project with an end date in Spring/Summer 2026. I will share the updated timeline when I receive it. PWC, JMT and the Town will meet on a monthly basis for the project. UPDATE: The Town has sent notices to all properties for the stormwater survey. We have received a high percentage of the confirmations back allowing access to the properties. Lydia and Katie will be holding the next update meeting 3-26.
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. We are preparing a second NOV to be 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 in May
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		Met with Consultant and Vice Mayor regarding the next steps. Vice Mayor is handling the meeting on March 27th while I am away at the VWMLI.
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 - Due to coordination with the website domain host and the vendor we will be pushing the redesign launch by one week.

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 March 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. Awaiting the draft from Verizon. No update at this time from Verizon
Town Policy Updates	Emily/Roberto/Chief		Investment Policy, Travel/Training Policy and Procurement Policy -- Policies will be discussed at the March 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)	Emily/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 is set for 03/25/26.
Chick Fil A As Built Review (from 2017, Bond Release from original construction)	Emily/Katie/Lydia		Comments for as built 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)	Emily/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, additional grading work needs to be fixed, the Town will re-inspect following completion of the work.
Van Metre -- Robinson Village (Bond Release)	Emily/Katie/Lydia		Van Meter requested a walk through of the site following requested landscaping correction by the Town, meeting set 03/25/26.
Ramsai Hotel & Retail	Emily/Katie/Lydia		Town Planner and Town Engineer meet with development group (02/19/2026) to confirm project timeline. A preliminary retail plan was submitted 03/18/2026, comets are due April 9th. Comments for the Ramsai Hotel were shared 12/22/25, there have not been any further submission, the development group indicated the Hotel company has an internal review system.
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 will provide a lettering stating no further actions necessary till August 2026 when final landscape escrow bond is released.
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)	Emily/Katie/Lydia		Kiddie Academy submitted as-builts (01/21/2026), comments provided 2/20/2026. Followed-up with engineer group (03/2026), it was indicated as-builts are to be re-submitted by end of the month.

Karter School (Plan Review)	Emily/Katie/Lydia		Still awaiting resubmission by applicant following 2nd submission Town Engineer comments submitted 10/23/2025
Self Storage (preliminary plan)	Emily/Katie/Lydia		Applicant provided 3rd submission for review 02/13/2026. Staff has not reviewed plans, as re-submission fee has yet to be paid.
Haymarket Lifetime Smiles (As-Built, Bond Release)	Emily/Katie/Lydia		8/18/2025--Town Planner has notified the Owner of the as-built submission requirements.
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		Received re-submission 3/10/2026, comments due back April 9th.
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 well as touch-up/replacement of concrete apron.
QBE/Schoolhouse Rezoning	Emily/Katie/Lydia		Held meeting with applicant 03/19/2026 to discuss final re-submission for Planning Commission (Decision required by PC April 20th).
Violation Notices	Lydia		Town Planner rode with Haymarket Officer to check-up/identify zoning violations in town (03/17/2026).
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 17th.
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 20th

Town Clerk

Board/Committee Updates	Kim	2.3 Research rules of engagement, roles and responsibilities of liaisons and council members	Planning Commission met on March 10th. They discussed the rezoning application for 14600 Washington Street and will be making a recommendation to the Council at their April meeting. We still have an ARB vacancy. This seat has been opened since September and needs to be filled. Emily and I had a teams meeting with a company that will train us all in Roberts Rule. This will be a webinar training. We will also have an extensive training for the Chairs. We are trying to schedule this for May.
Agendas/Minutes	Kim	2.3 Research rules of engagement, roles and responsibilities of liaisons and council members	All approved minutes are current on the website. I have started time stamping the meetings.
Directives	Kim	6.1. Complete and implement the communications plan for the Town	Working with Julia to have a section on the new website to give a short recap on meetings. I am trying to work Business or Community spotlights back into the regular meeting agenda. I welcome any ideas.
Outside Meetings/Conferences	Kim	2.4 Investigate opportunities to network with other small-town jurisdictions	Because of scheduling conflicts with other localities and events, the TANV meeting has been pushed to April with Haymarket hosting the meeting. They are working on a charter RFP and legislative representation. I have registered for the VMCA conference on April 15-17 in Blacksburg, Virginia. I have a preliminary agenda if anyone is interested in reviewing it.

Maintenance

Town Park/Playground	Monday's storm only blew over one port o' potty and a few small branches. Potter's potty corrected the issue and serviced both units. Playground canopy has been installed.		
Town Hall	Power loss to HVAC units only for Haymarket Church tenants, service call made to H&H Mechanical (in progress). Replaced light fixtures in first floor bathrooms as well as men's room faucet.		
Copper Cricket	No damage at all from storm, Branches from neighbor's property starting to rest on back stairs of building.		
Cupcake Heaven	No issues found. Cellar sump pump working well, no concerns from tenant at this time.		

Old Post Office Building	No updates at this time.
Museum	Bathroom completed, tenant is up and running. Bell inspection TBA, hopefully in the next few weeks. Outlining summer projects/repairs/cleaning to entire property next month.
Events	Holiday/Events organization still in progress.
Streetscape	All light poles on Washington street are working. Hotel light pole bulbs will be replaced next week with banner change. Light pole inventory update will take place when banners are changed next week. Currently working with garden club regarding brick planters on Washington St.

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. I will hold a farmers market orientation on April 2nd. Working with Skipper Films to create a video highlighting some of the farmers at our market.
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.
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 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. Hosted a ribbon cutting for Kiddie Academy and Arts VanGo. Working on logistics for the Bob Weir Day. 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.
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 to be mailed out week of March 30
Real Estate Tax	Alexandra		continue to respond address 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 ARB met on March 18 and approved two solar panel applications. The April ARB meeting has been rescheduled to April 22, as both the Clerk and Deputy Clerk will be attending a clerk conference.
Office Misc.:	Alexandra		Registered for the VMCA Clerk conference for April 15-17; support provided to other departments/staff as needed;

New/Old Business Updates	
New Businesses	Goodfellas Pizza becoming Punto Pizza VIVA Women's Health Collective & Midwifery Care opening at 15030 Washington St. (Thrive Building) Arts VanGo officially open

Police Department Report to Council

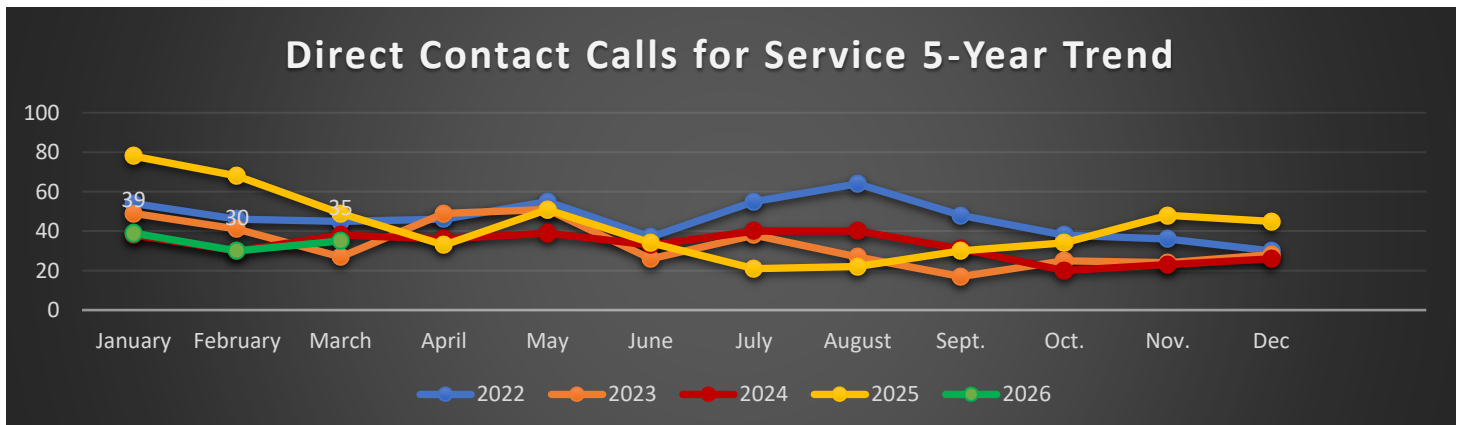
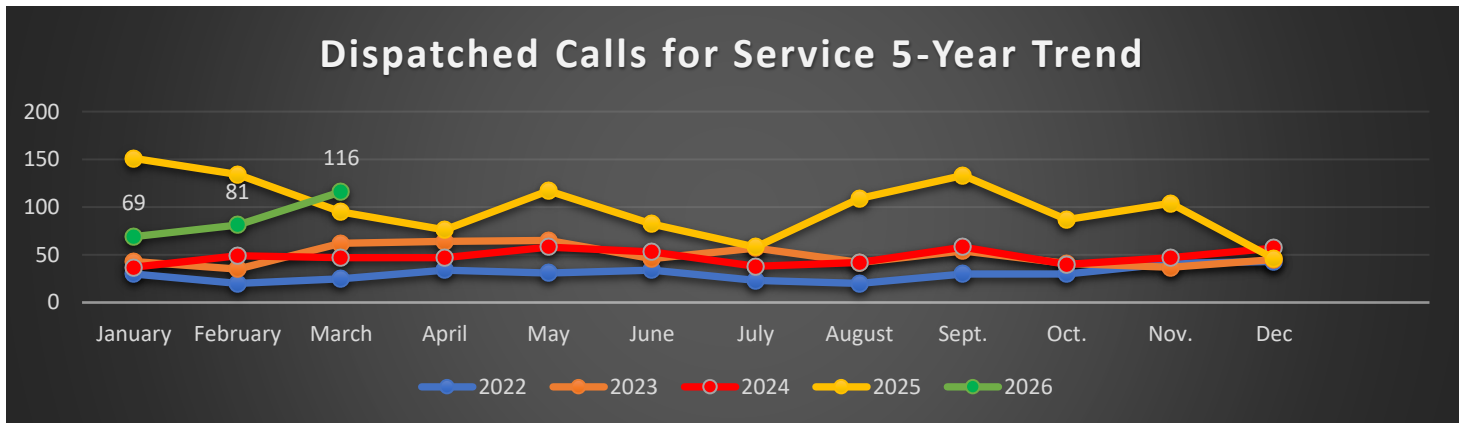
Activity Period February 15, 2025 to March 14, 2026

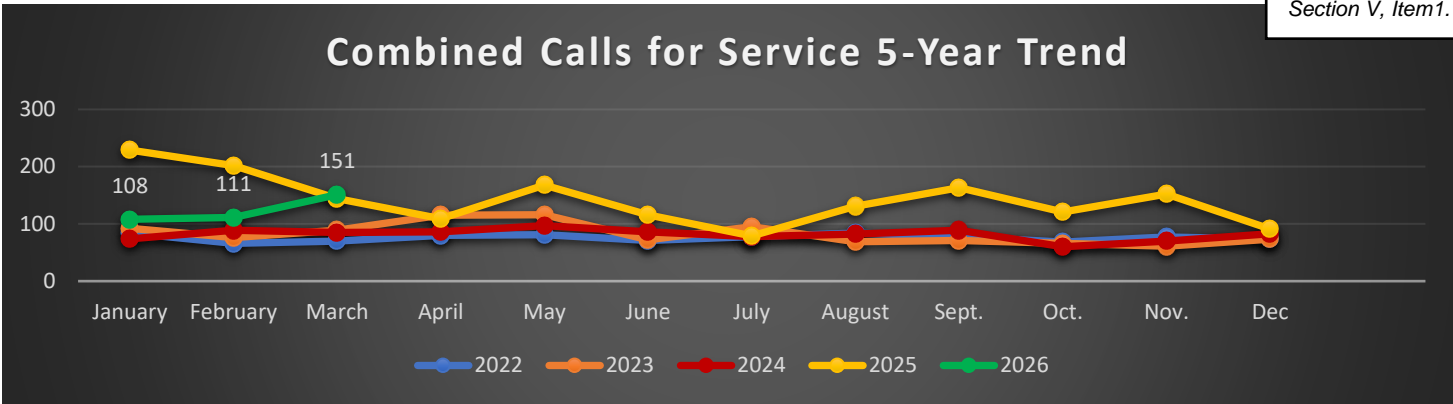
Calls for Service: Reportable, non-reportable, and deferment calls for service received from Prince William County Dispatch, through direct contact with citizens, or initiated by the police officers through their observations.

- Reportable Calls: 10
- Non-Reportable Calls: 141
- Deferments: 0



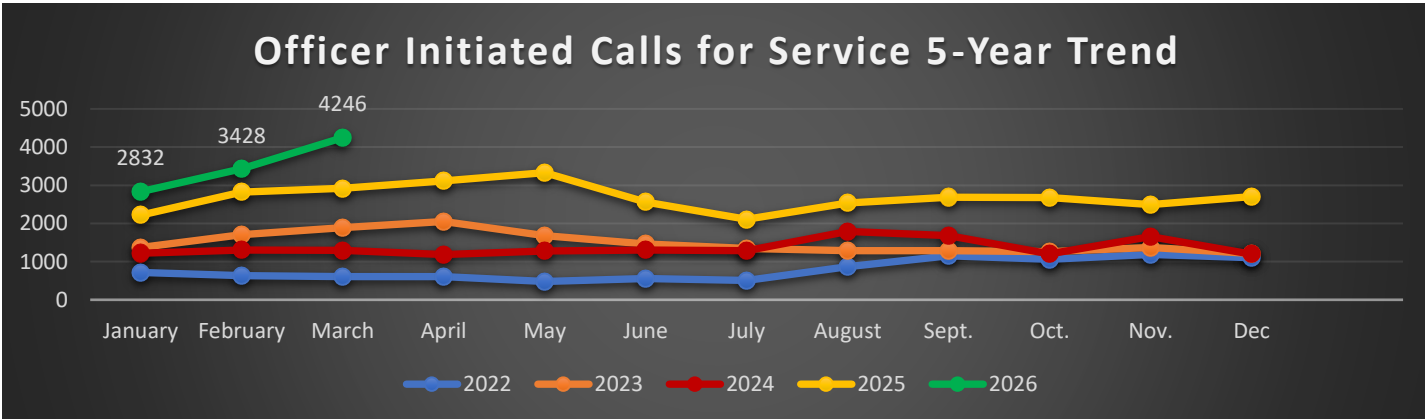
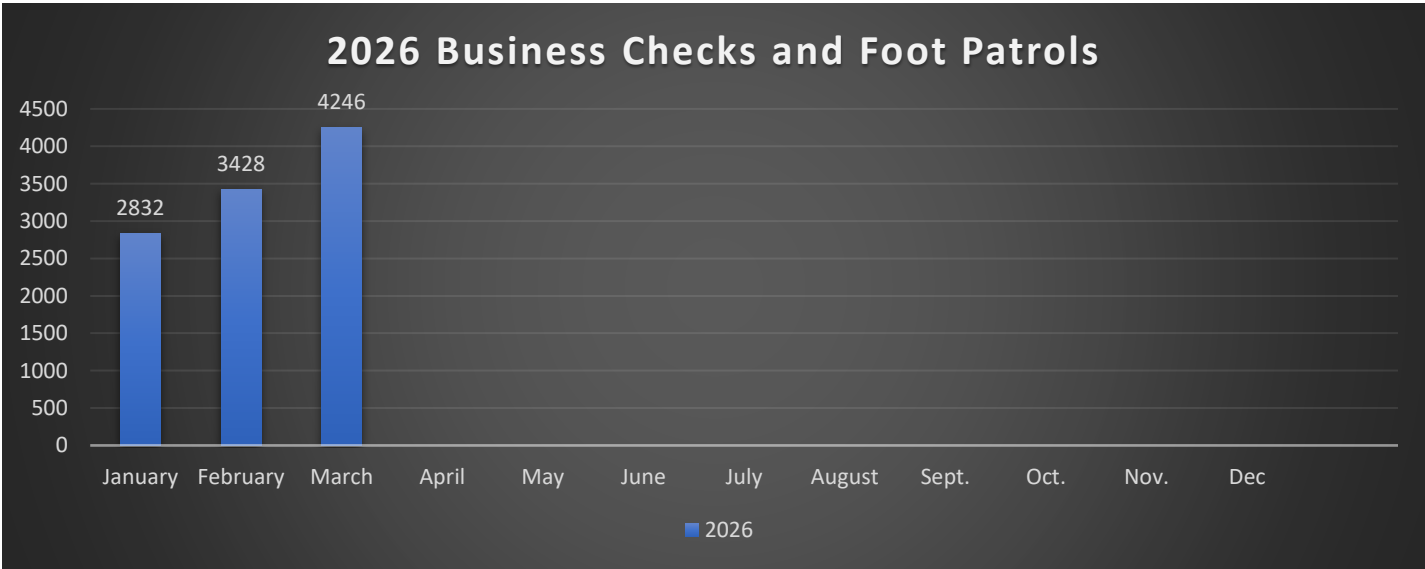
Trending Data on Calls for Service





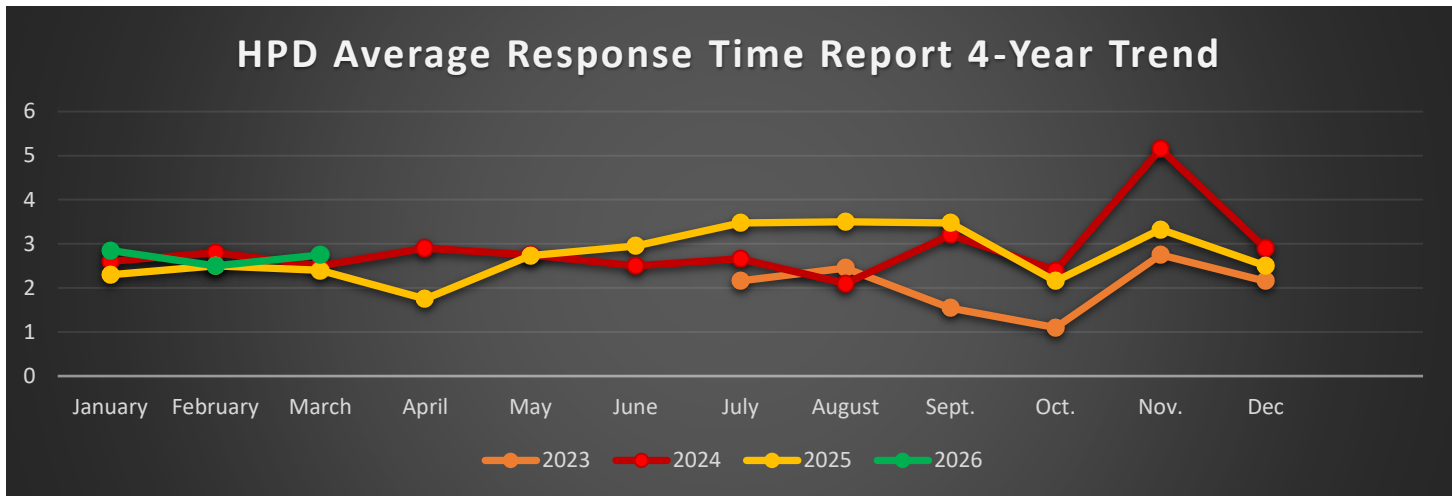
Business Checks and Foot Patrols: These checks are a proactive approach to assure safety, security, and crime prevention at all local businesses. Officers will speak directly to the business owner(s) or staff, providing the opportunity to discuss issues or concerns they may have. Officers will conduct 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: 87
- Physical Check: 3,819
- Foot Patrols: 10
- Enhanced Patrols: 330



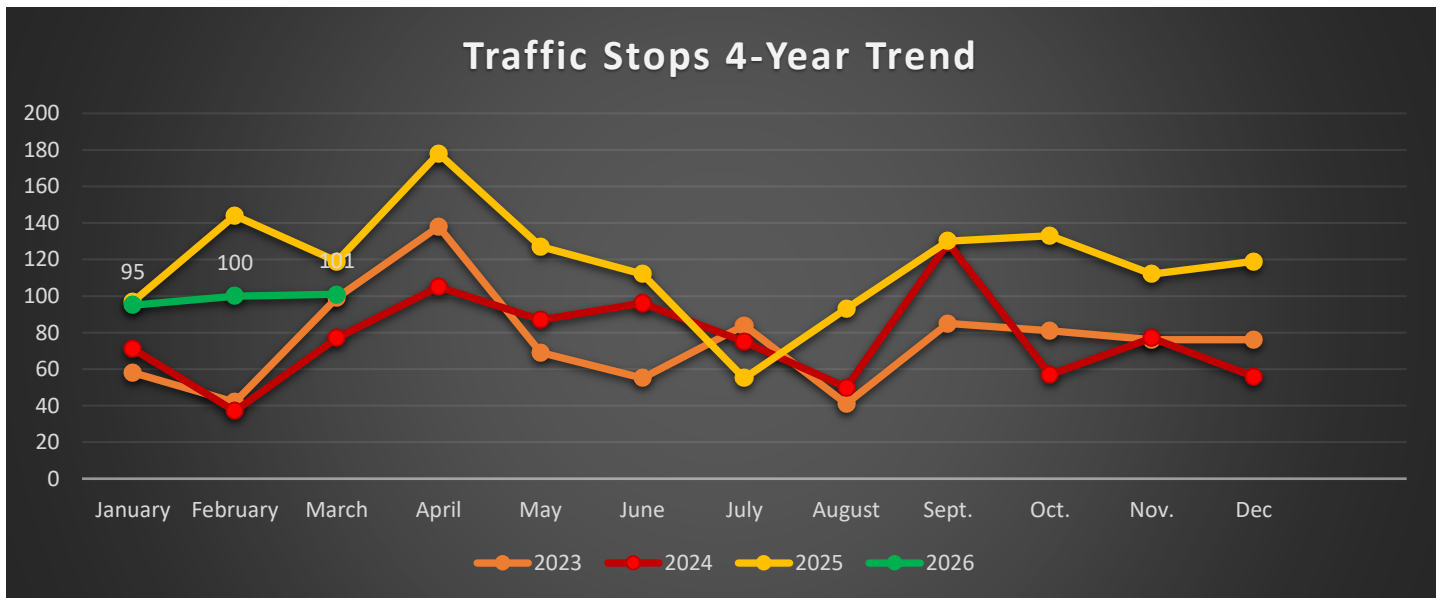
Average Response Time: This is the average of all response times to calls for service answered by Haymarket Officers.

- 2 minutes 45 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.

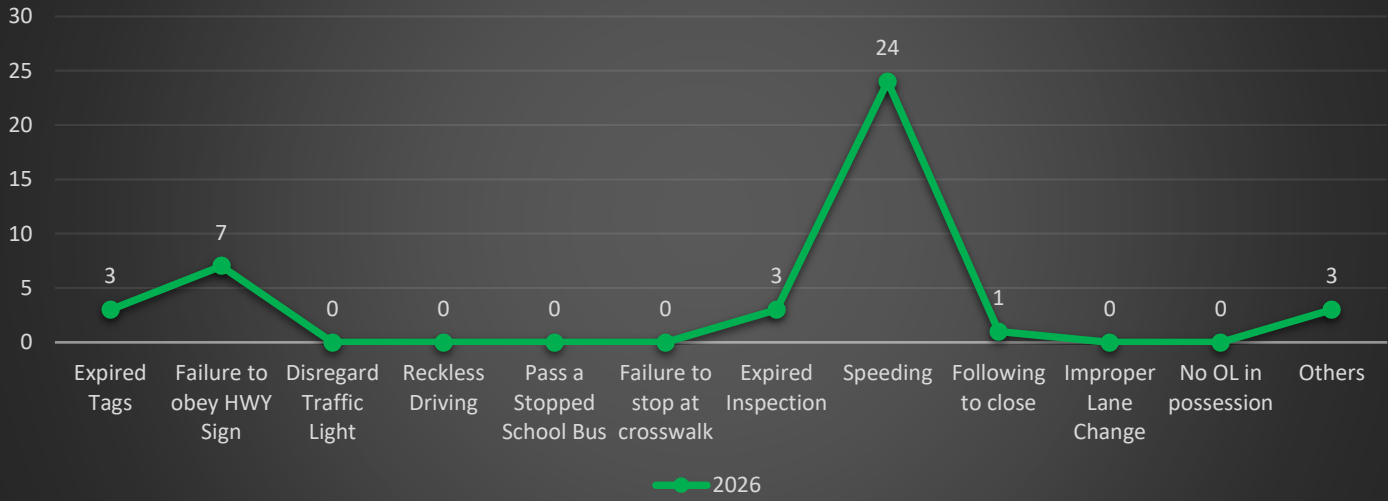
- Traffic Stops: 101
- Summons: 41
- Warnings: 62



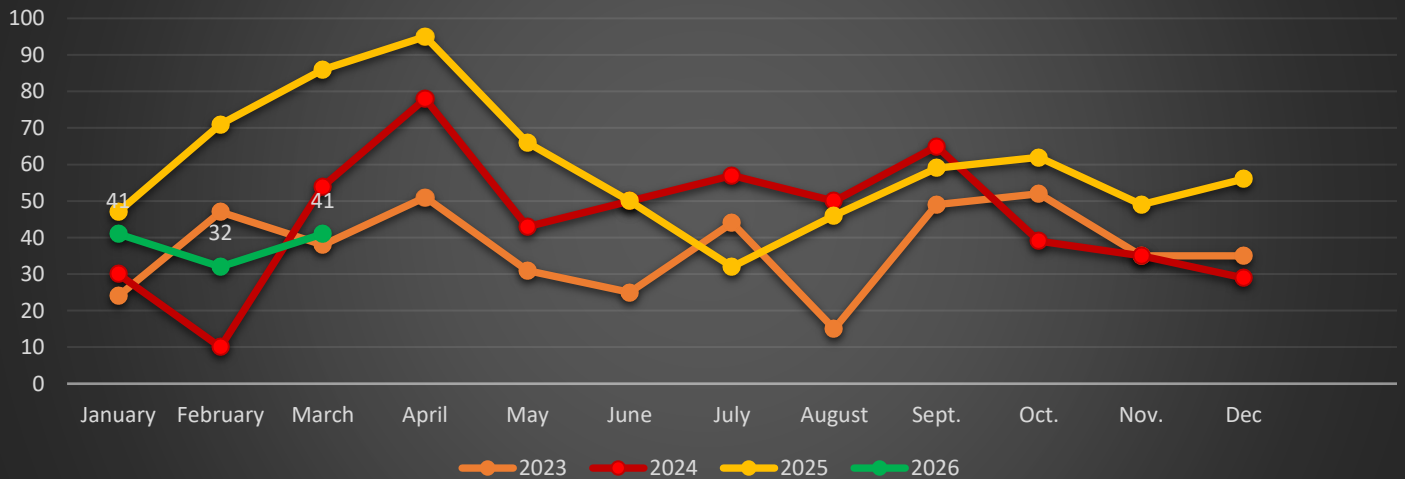
Traffic Summons Issued: Summons issued for traffic violations. **41**

- | | |
|--|---|
| 46.2-646 – Expired Registration – 3 | 46.2-830 – Failure to obey a highway sign – 7 |
| 46.2-833.1 – Disregard a traffic light – 0 | 46.2-852 – Reckless Driving – 0 |
| 46.2-859 – Pass a stopped school bus – 0 | 46.2-924 – Failure to stop at crosswalk – 0 |
| 46.2-1158 – Expired inspection – 3 | 46.2-874 – Speeding – 24 |
| 46.2-816 – Follow to close – 1 | 46.2-804 – Improper Lane change – 0 |
| 46.2-300 – No operator’s license – 0 | Others – 3 |

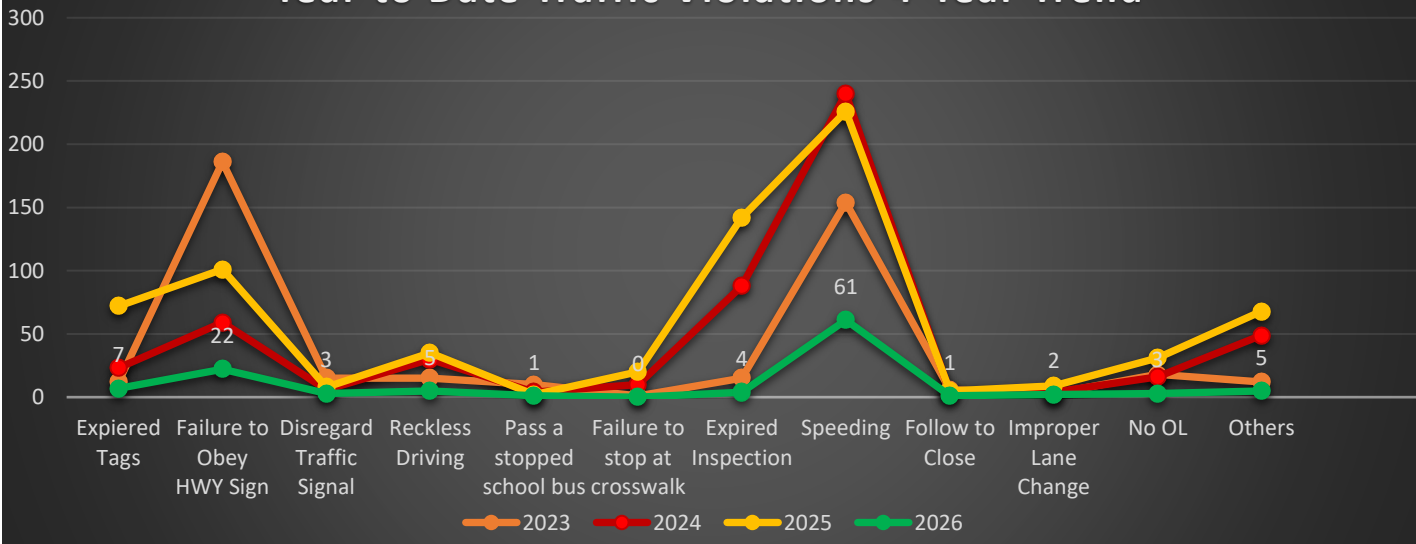
February 2026 - March 2026 Traffic Violations



Traffic Summons Report by Month 4-Year Trend



Year to Date Traffic Violations 4-Year Trend

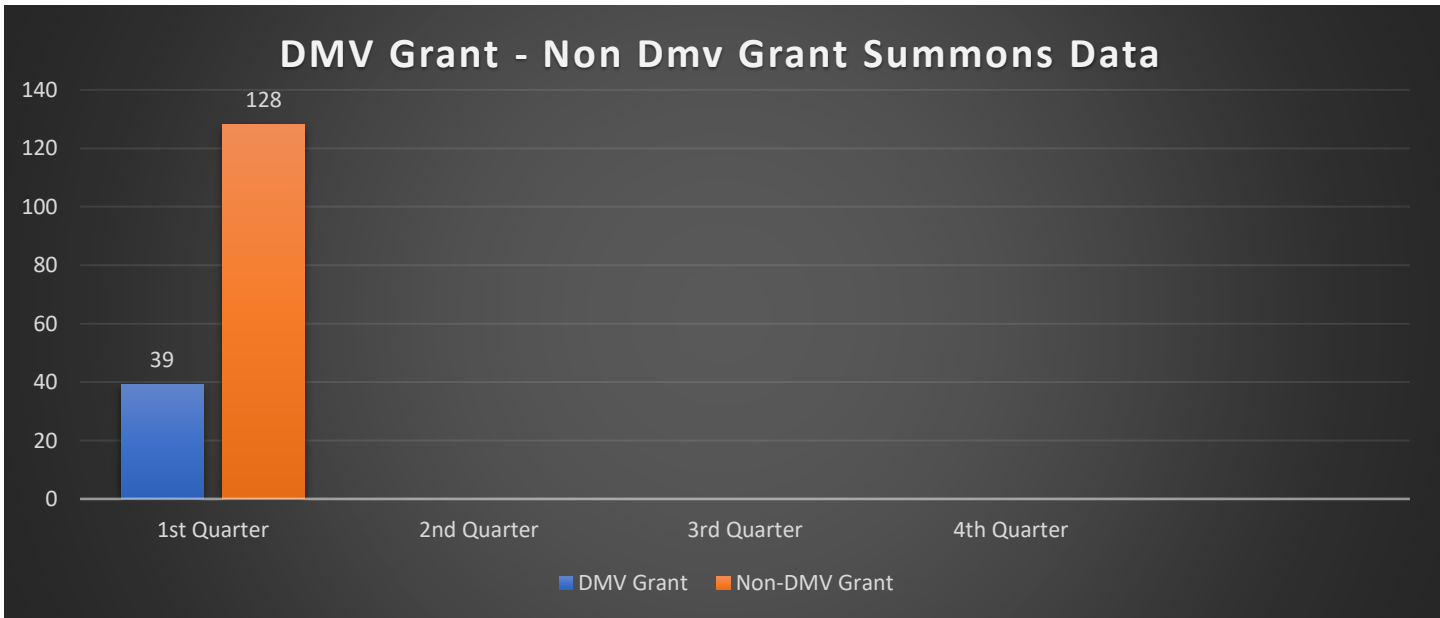
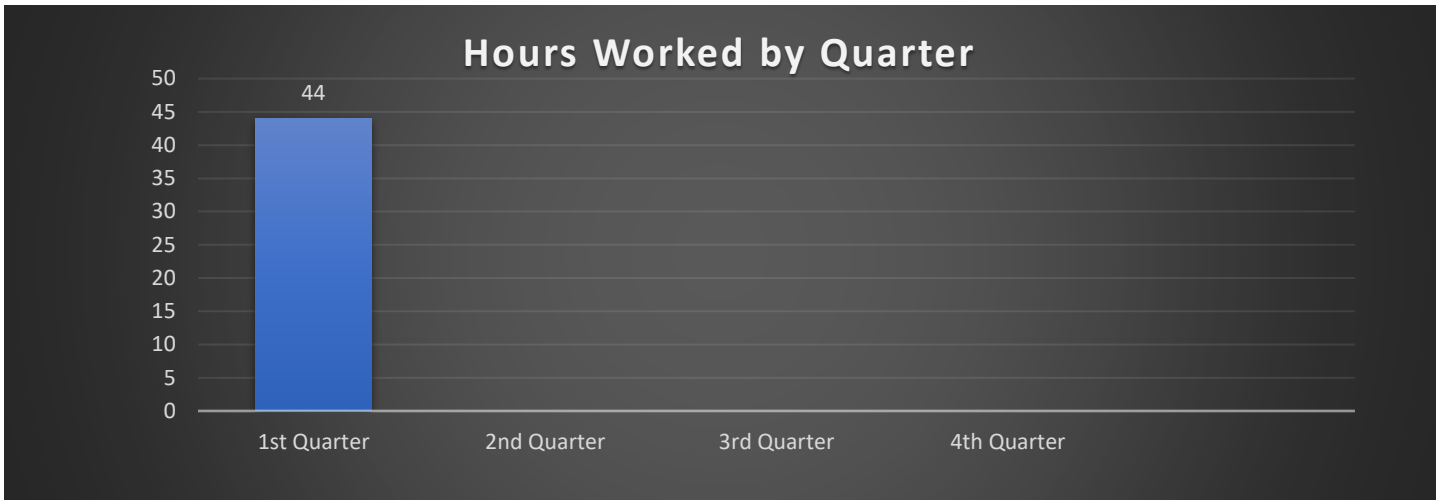
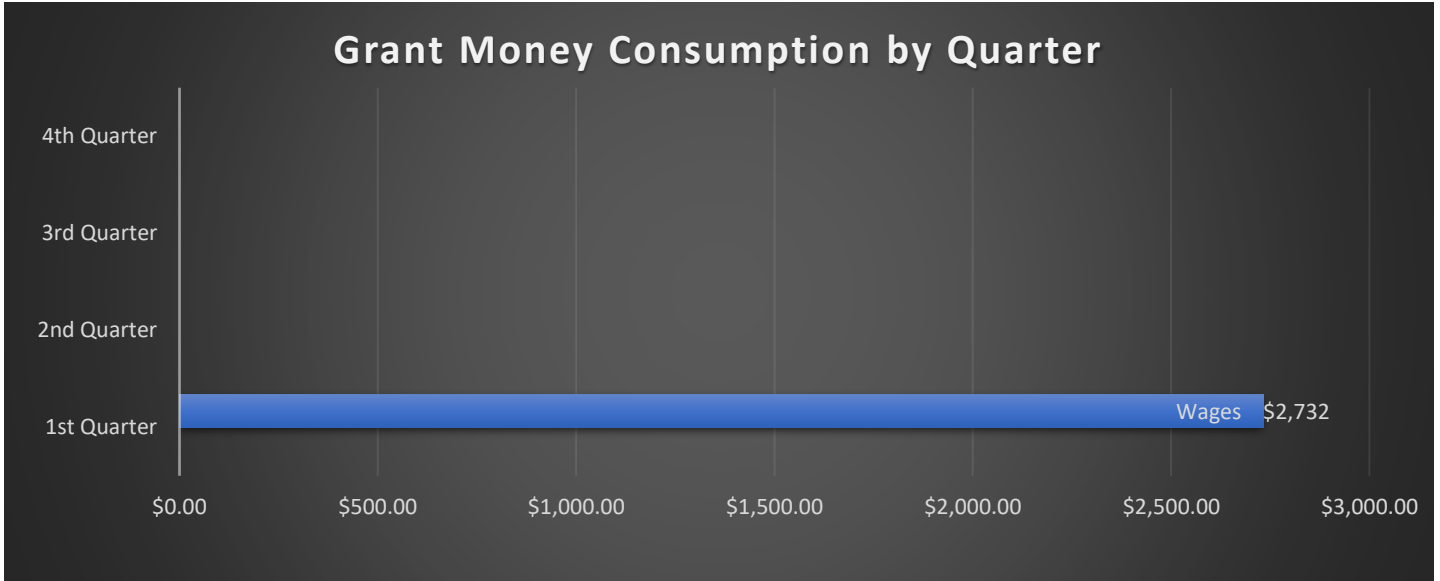


Total Summons Issued 2026: 114

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

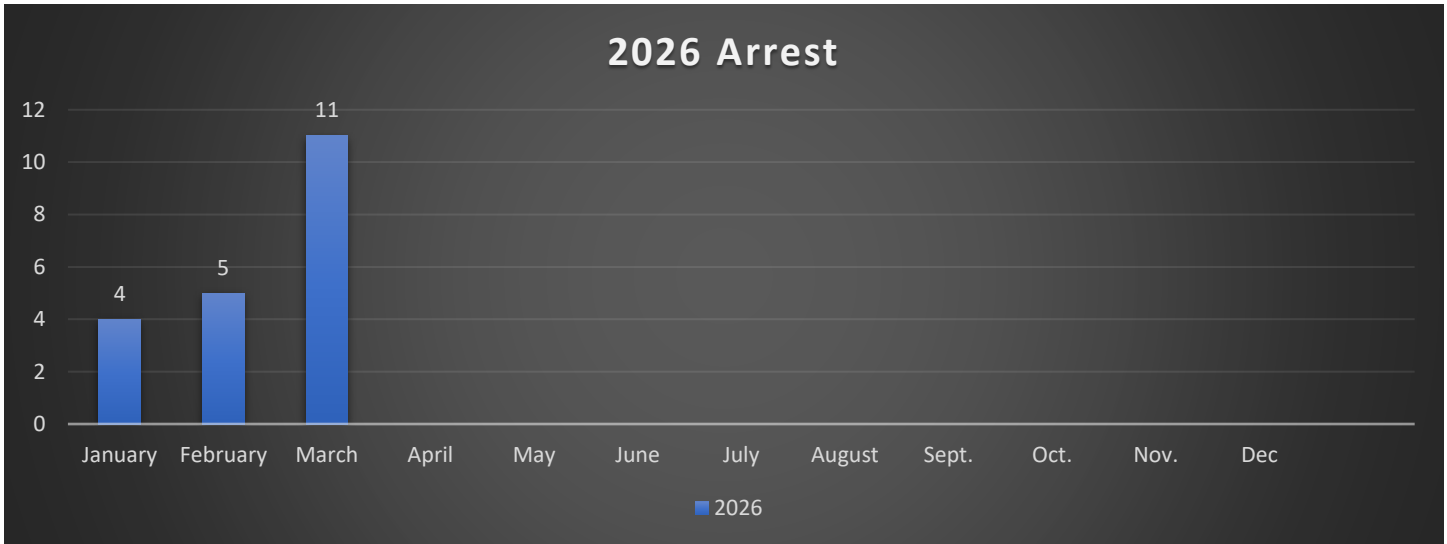
Section V, Item 1.

Grant Award Amount Total: \$20,240 - 1st Quarter Consumed: \$2,732 - Remaining Amount: \$17,508



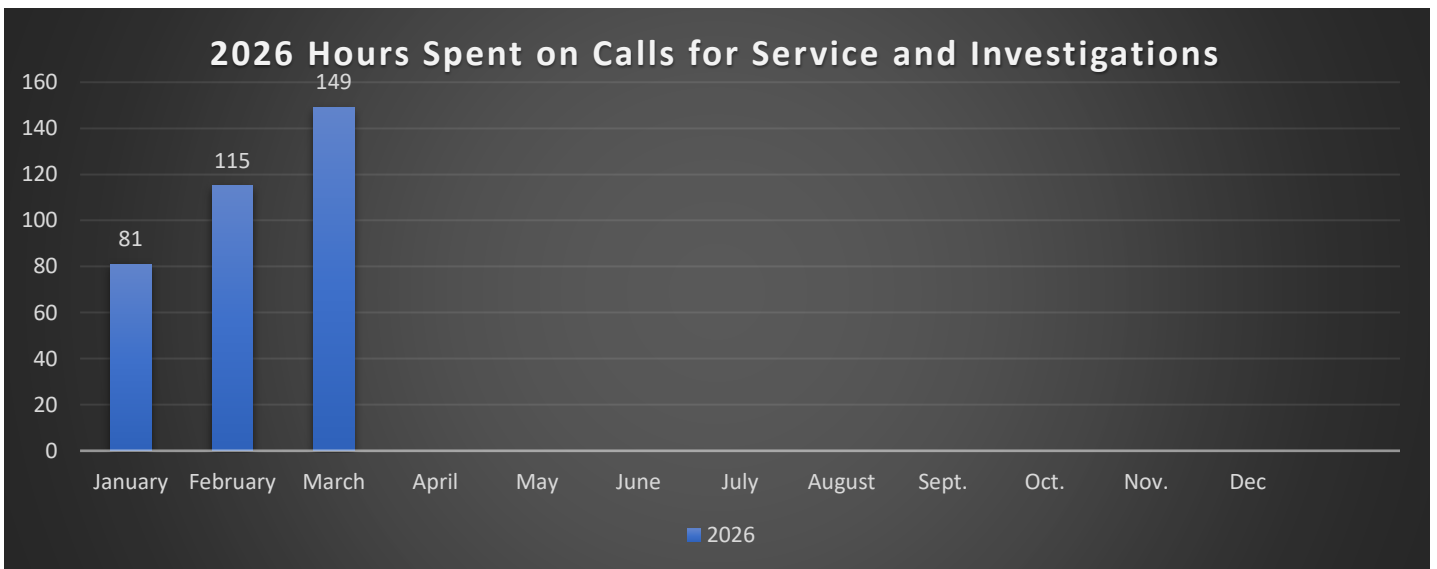
Arrest: These numbers reflect all arrests made by Haymarket Officers to include warrant, without warrant jurisdiction papers.

- Misdemeanor: 9
- Felony: 2



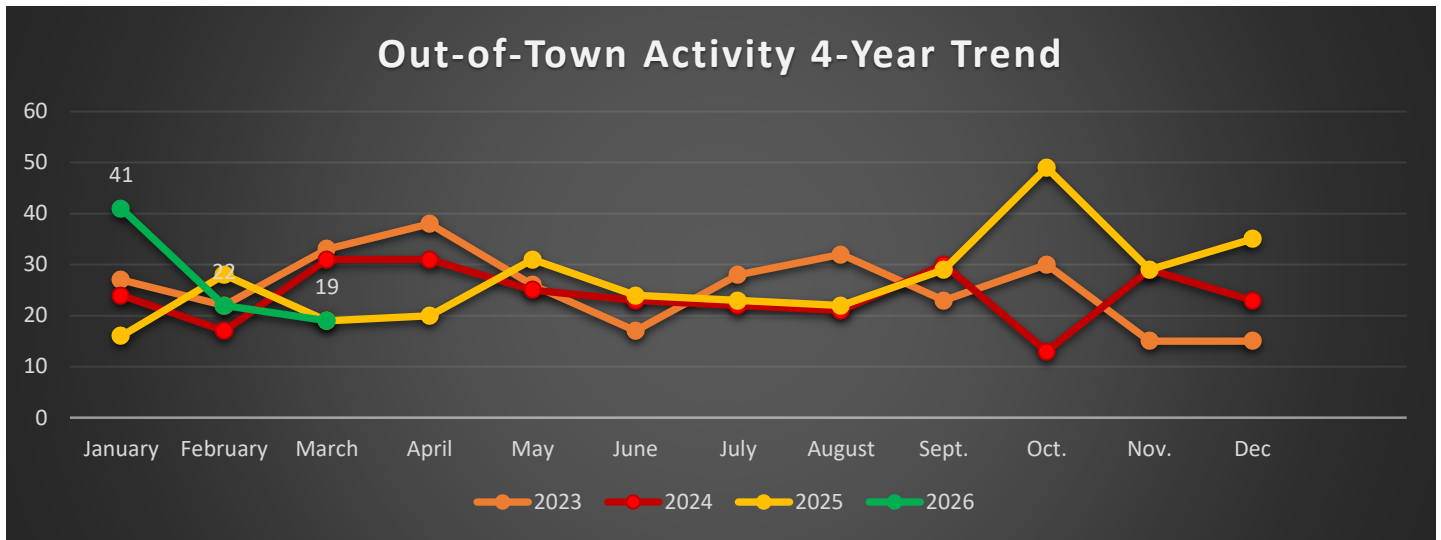
Hours spent on Calls for Service and Investigations: These numbers reflect the amount of time officers spend answering calls for service and conducting follow-up investigations, interviews, and reports.

- Calls for service: 116
- Follow-up Investigations: 33

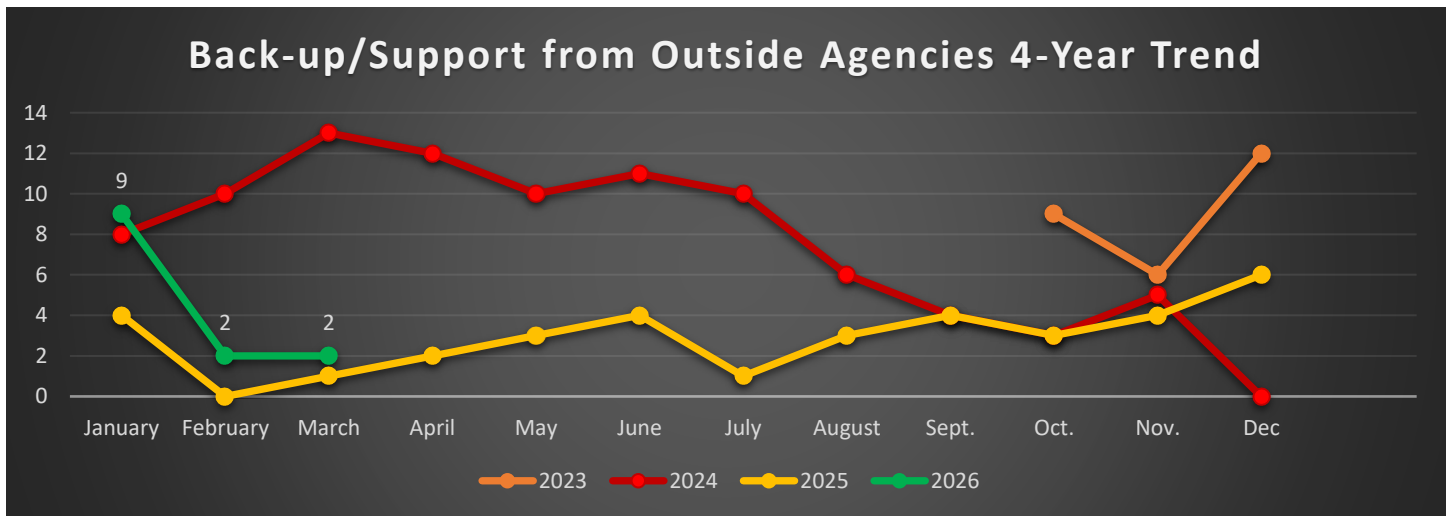


Out of Town Activity: On occasion, Officers will assist Prince William County Police Department, Prince William Fire Department and Virginia State Police with calls for service outside of town.

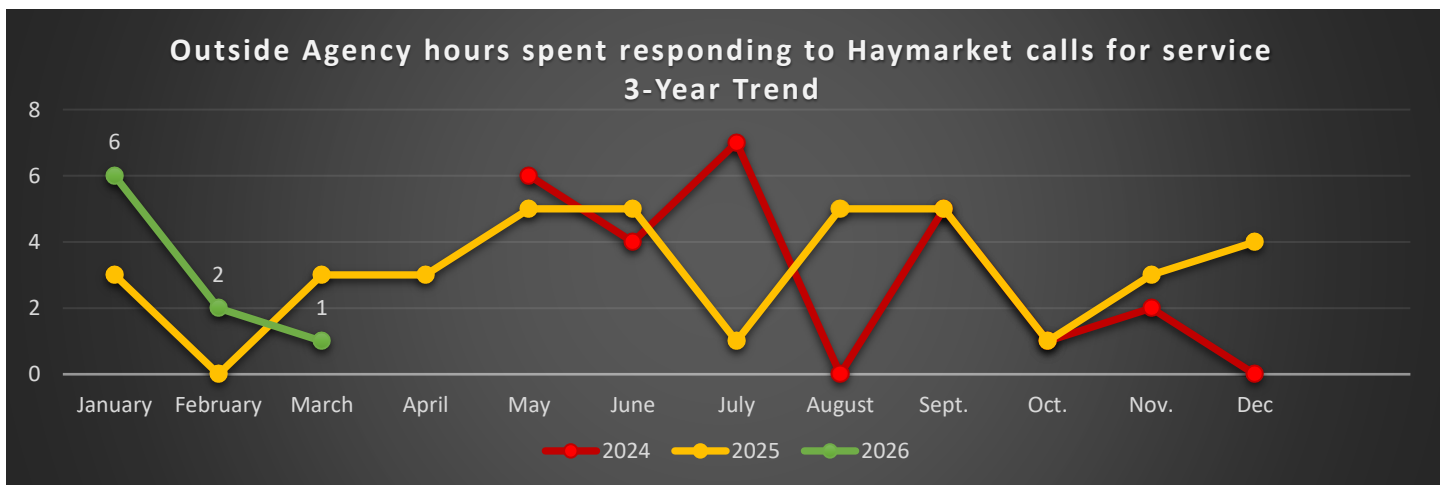
- Back Up: 19



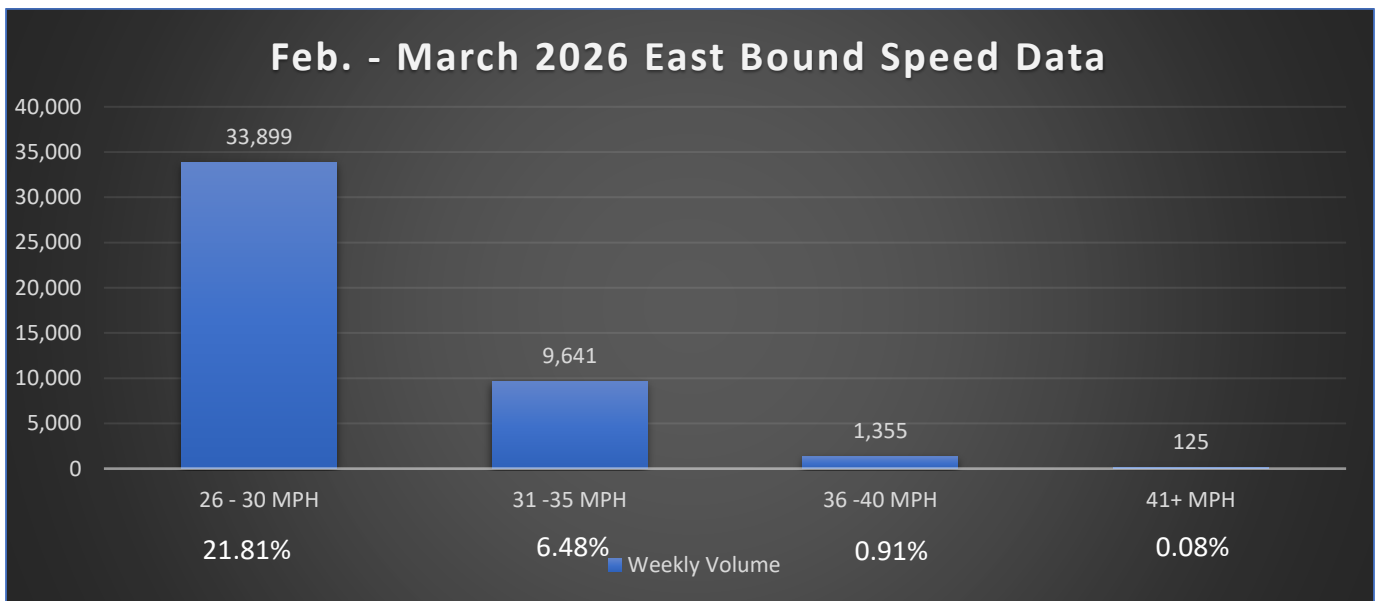
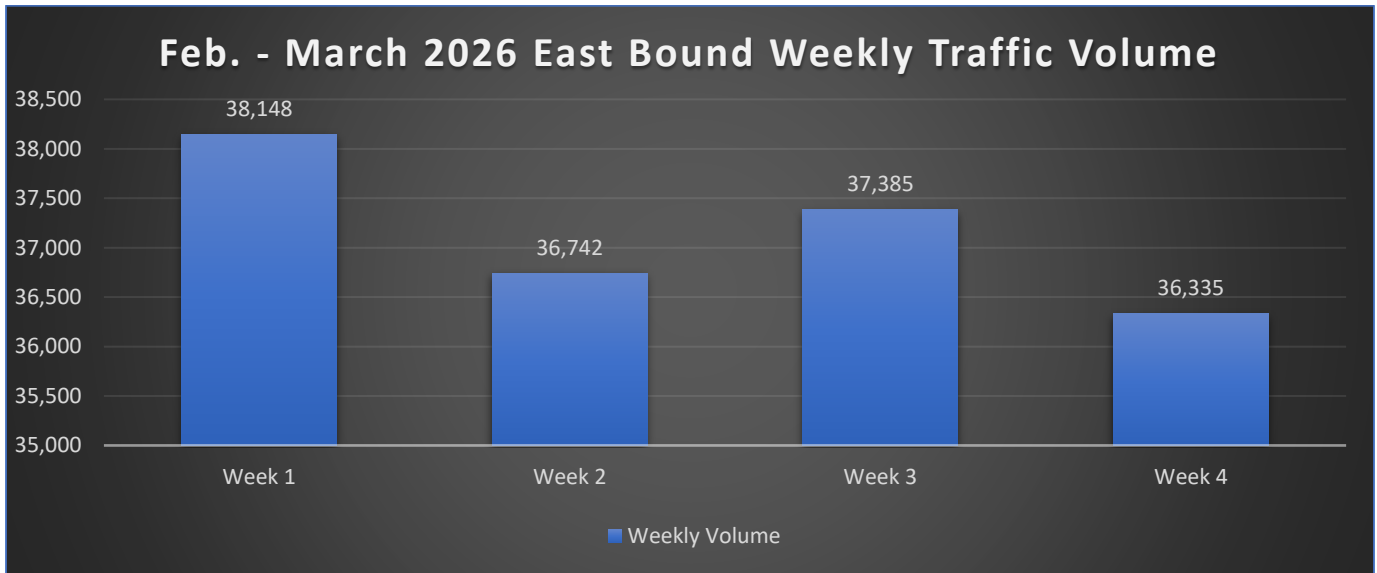
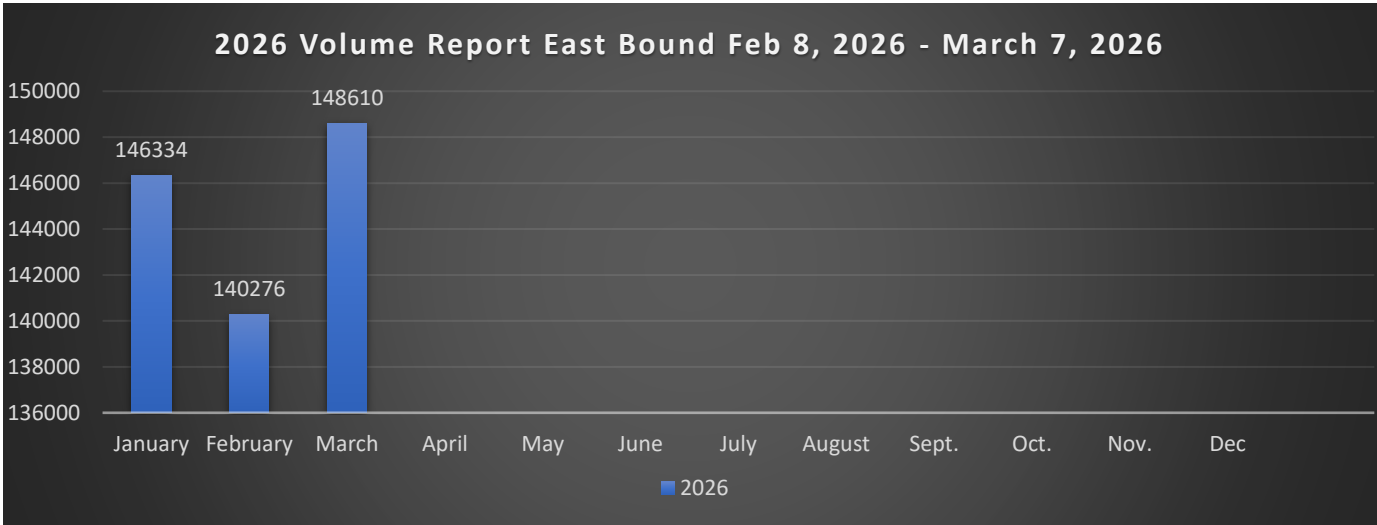
Request for Outside Agencies to Assist the Haymarket Police Department in corporate limits: 2



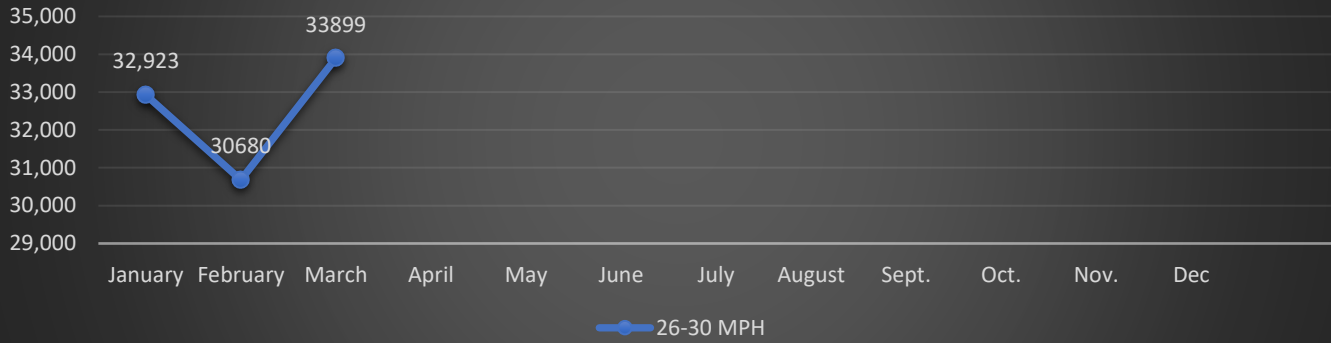
Time spent by outside agencies on calls for service as primary responders: Approximately 1 hours



Monthly Traffic Volume



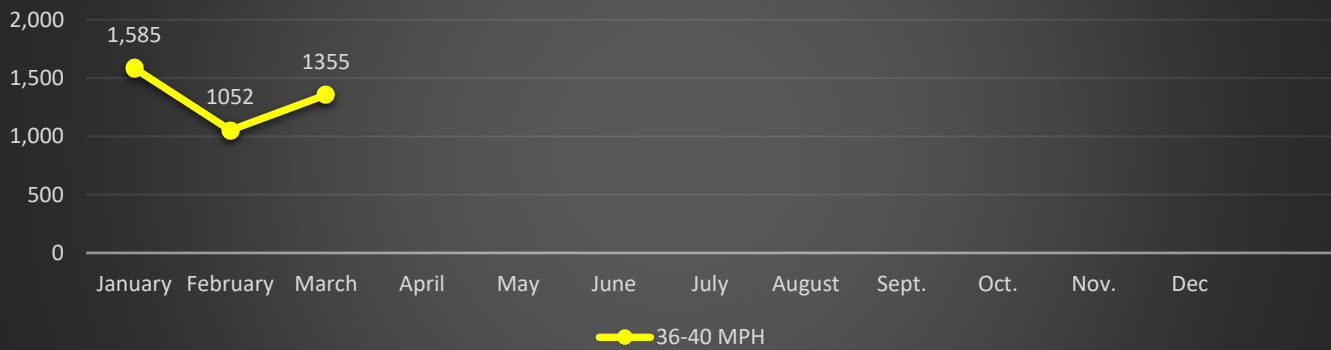
Speed 26-30 MPH Annual Trending East Bound



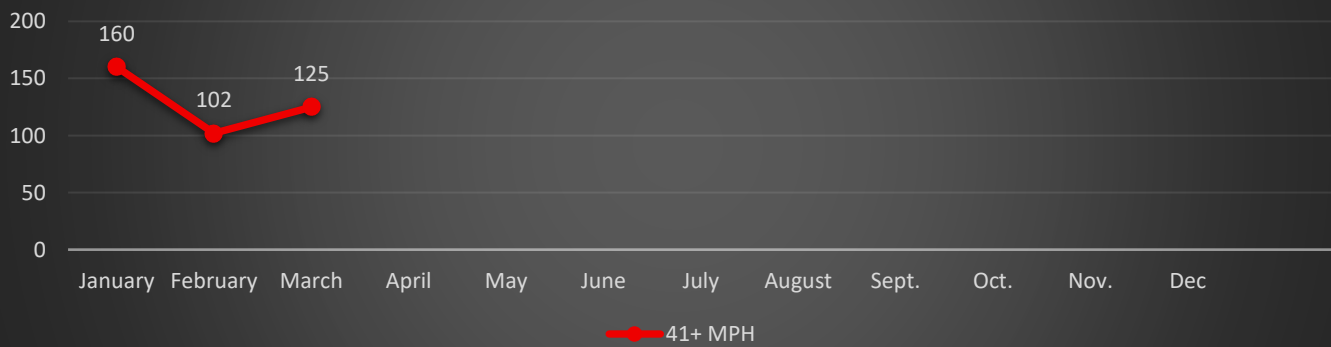
Speed 31-35 MPH Annual Trending East Bound



Speed 36-40 MPH Annual Trending East Bound



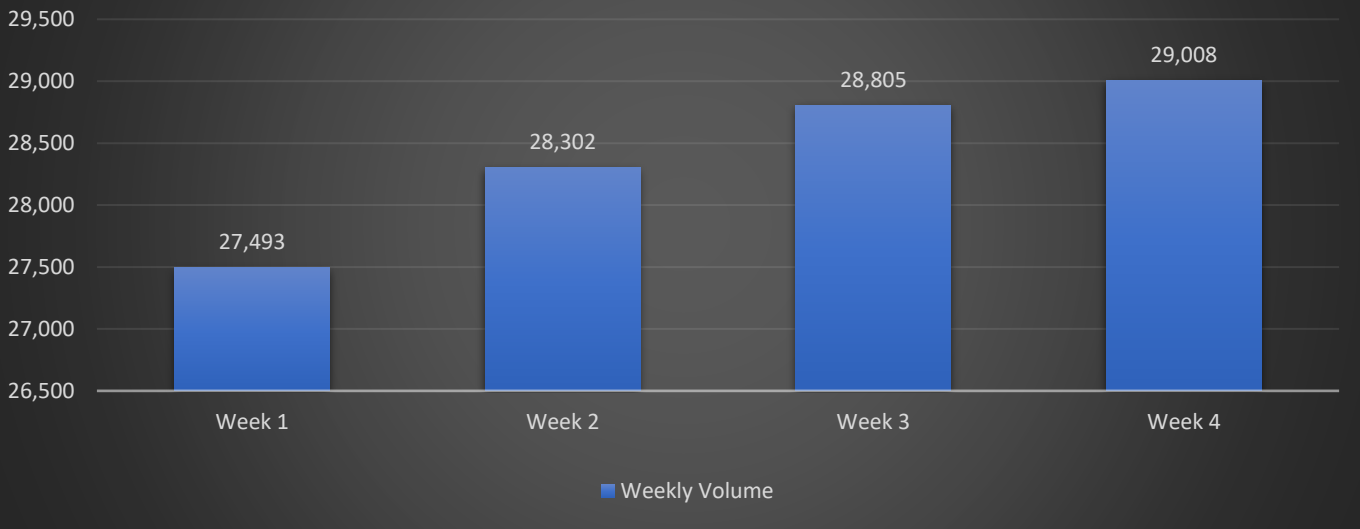
Speed 41+ MPH Annual Trending East Bound



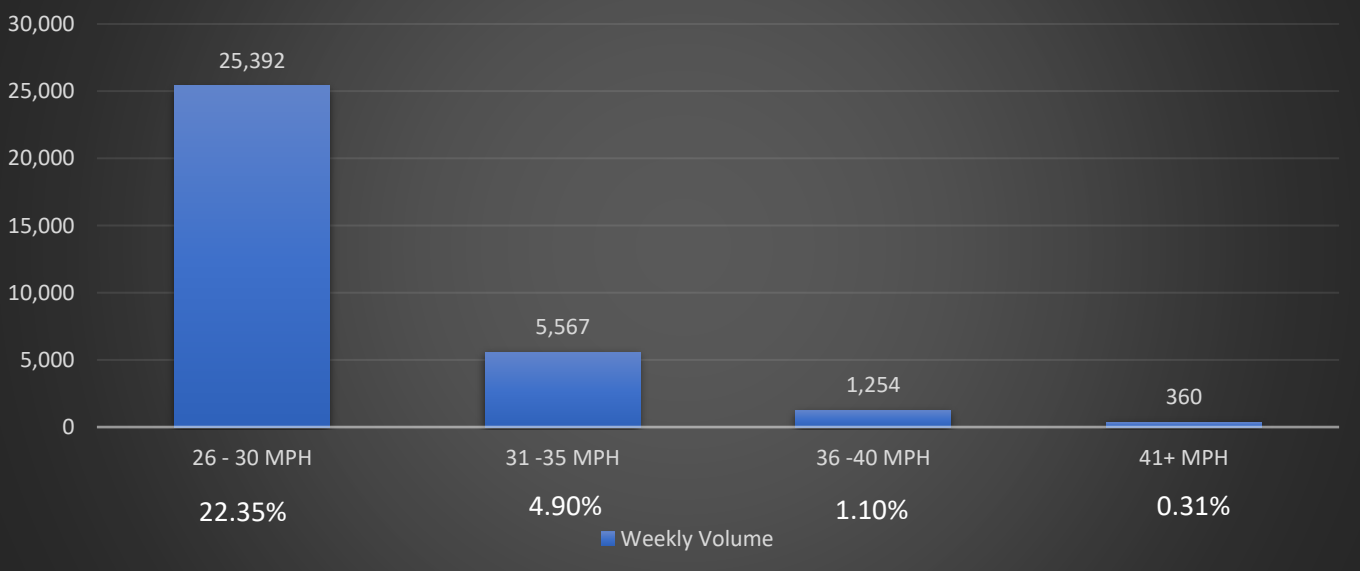
2026 Volume Report West Bound Feb. 8, 2026 - March 7, 2026



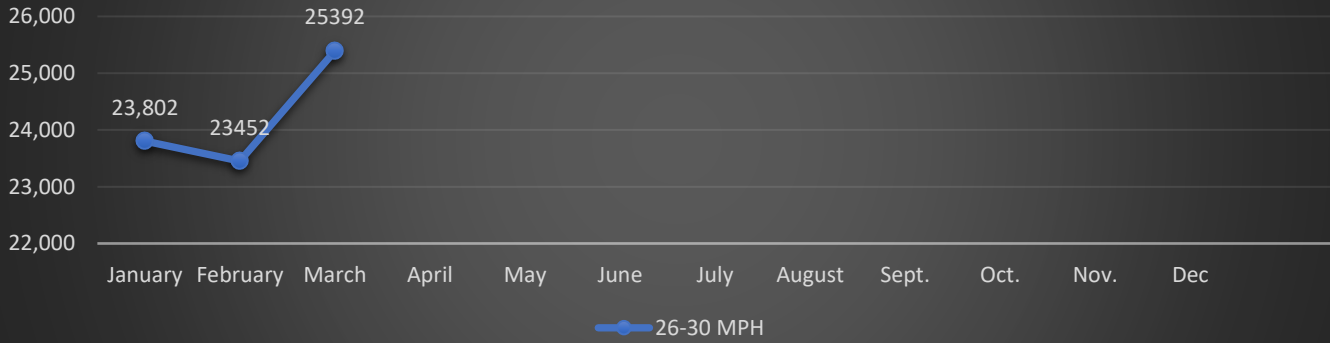
Feb.- March 2026 West Bound Weekly Traffic Volume



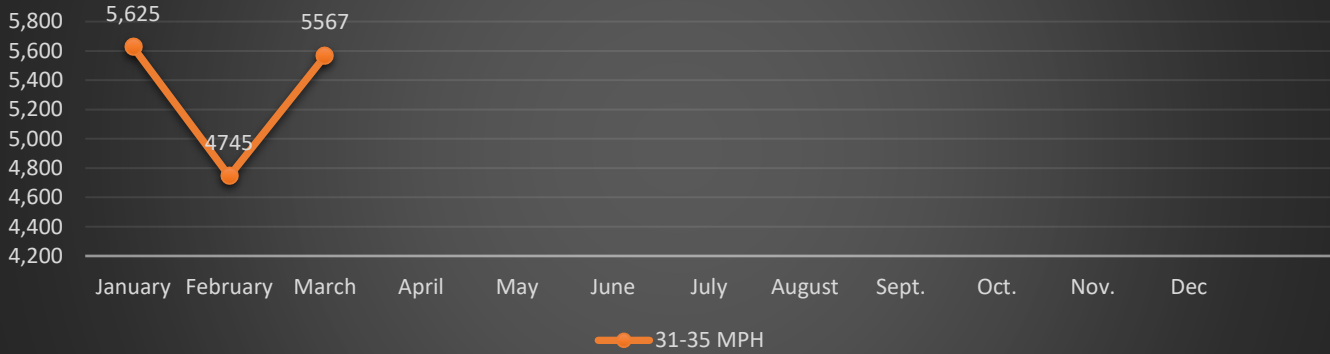
Feb. - March 2026 West Bound Speed Data



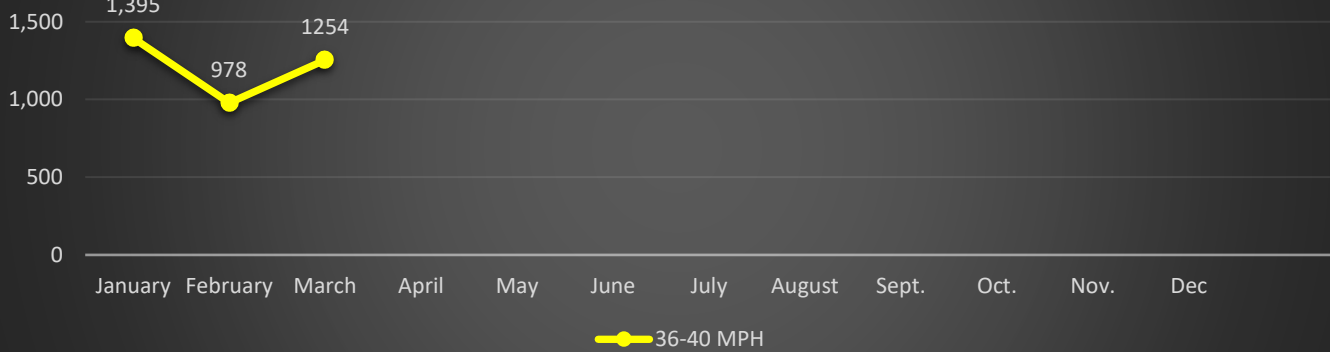
Speed 26-30 MPH Annual Trending West Bound



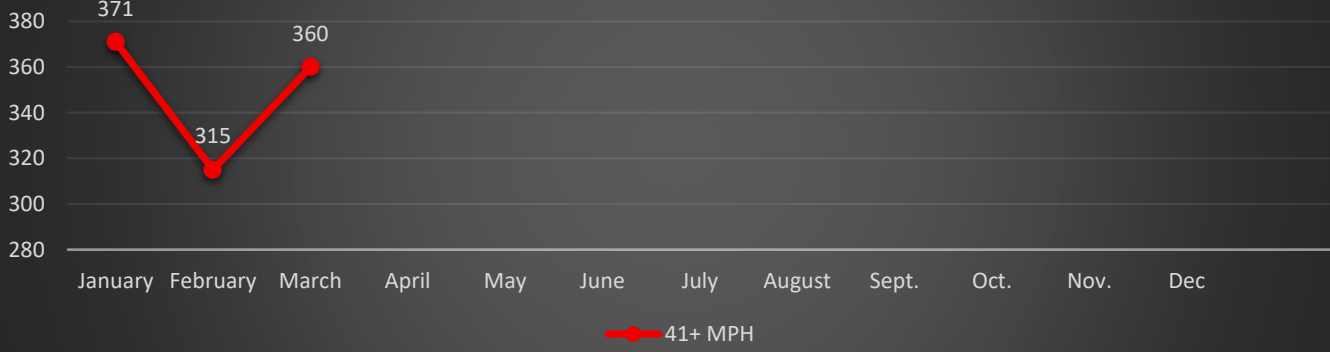
Speed 31-35 MPH Annual Trending West Bound



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. Marketing the event has begun and you can visit the Facebook Page by searching "Senior Summit". Chief Allen Sibert has been named the keynote speaker.
- We are currently in the procurement status of our \$20,231 Drone Replacement Grant. We are waiting for a shipment date.
- On March 19, 2026, the Haymarket Police Department implemented the Motorola Solutions In-Cruiser Camera Systems and Body Worn Camera Systems. Mayor Tracy Lynn along with Town Manager Emily Kyriazi attended the training session on March 18, 2026 and was given an overview of the equipment, its benefits, and the entire program.
- The AED's obtained through the Firehouse Subs Foundation Grant have been placed in each officer's cruiser. A deployment event was held on March 24, 2026 at the Haymarket Firehouse Subs.
- We are continuing to interview E-Summons vendors.
- Lt. Davis, Sgt. Finley and Officer Madigan spoke to Boy Scout Troop 1882 about Alcohol and Drug abuse.
- We continue to work on the 2025 Annual report and are planning on distributing the report in early April 2026.
- The Haymarket Police Department took part in NHTSA's Vehicle Safety Recall Week and "Buzzed Driving is Drunk Driving" Campaign during the month of March.
- The Haymarket Police Department will be taking part in NHTSA's "Put the phone away or Pay" Campaign from April 6 – April 13, 2026.
- Officer Anderson recovered a stolen vehicle from Fairfax County this month. The suspect in the case has been charged and is awaiting trial. Coincidentally, this is the same subject that Officer Anderson recovered a stolen vehicle from in 2025.
- MPO Galbreath obtained felony warrants for an individual that assaulted a local restaurant worker. The suspect remains a fugitive at the time of this report.
- Sgt. Burgoon obtained and served several warrants for an individual that has been stalking his ex-girlfriend along with making death threats.
- MPO Galbreath has done an incredible job heading up the In-Car Camera project. MPO Galbreath also wrote the Firehouse Subs Foundation Grant that enabled us to obtain lifesaving equipment, (AED's). We appreciated his dedication and commitment to the department, our mission, and the community.
- Sgt. Burgoon responded to a medial call for service. He had to force entry into the residence to assist an individual that was suffering from a medical emergency. Town Maintenance Staff Matt Burrows assisted with repairing the door and getting care for the individual's pets until he could return from an extended hospital stay.
- We have received several Community Safety Camera Alerts during the last month. We recovered a stolen vehicle along with assisting individuals that had been reported missing or being in a mental crisis.
- Sgt. Burgoon arrested an individual for brandishing a replica firearm at a couple.

Haymarket Police Department 2026 Event Listing

Section V, Item 1.

#	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	Upcoming
9	Farmer's Market	April 12, - Nov. 15, 2026	Upcoming
10	Drug Impaired Driving Campaign	April 20, 2026	Upcoming
11	HPD Senior Summit	April 23, 2026	Upcoming
12	Woman's Self Defense Class 3 (NL)	TBA	Upcoming
13	Drug Take Back	April 25, 2026	Upcoming
14	Heat Stroke Prevention Day	May 1, 2026	Upcoming
15	Click it or Ticket Initiative	May 10, – May 31, 2026	Upcoming
16	Woman's Self Defense Class 4	TBA	Upcoming
17	Torch Run for Special Olympics	TBA	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	National Night Out	August 3, 2026	Upcoming
25	Labor Day Impaired Driving DSOGPO	August 12, – Sept. 7, 2026	Upcoming
26	Summer Concert	August 15, 2026	Upcoming
27	Child Passenger Safety Week	September 20 - 26, 2026	Upcoming
28	See Tracks, think Train Week	September 21 – 27, 2026	Upcoming
29	Flags for Hero's	September 26, 2026	Upcoming
30	Prince William County Public Safety Expo	October 3, 2026	Upcoming
31	Coffee with a Cop	October 7, 2026	Upcoming
32	Sweet Julia Grace Trunk or Treat	TBA	Upcoming
33	Haymarket Day	October 17, 2026	Upcoming
34	Brooks Heating and Air Truck or Treat	TBA	Upcoming
35	Drug Take Back	October 24, 2026	Upcoming
36	Prince William County Truck or Treat	TBA	Upcoming
37	Teen Driver Safety Week	October 19, 2026	Upcoming
38	Halloween Candy Handout	October 31, 2026	Upcoming
39	Buzzed Driving is Drunk Driving Campaign	October 31, 2026	Upcoming
40	Fair at the Square, (Courthouse Event)	TBA	Upcoming
41	Buzzed Driving is Drunk Driving Campaign	Nov. 25, – Nov. 26, 2026	Upcoming
42	Operation Santa Claus	December 5, 2026	Upcoming
43	Christmas in Haymarket	December 12, 2026	Upcoming
44	Santa Cops (West)	TBA	Upcoming
45	Impaired Driving Initiative	Dec. 1, 2026 – Dec. 15, 2026	Upcoming
46	Drive Sober or get pulled over Initiative	Dec. 16, 2026 – Jan. 1, 2027	Upcoming

Respectfully Submitted,
Allen Sibert, Chief of Police

Section V, Item 1.

REVENUE	Actuals	Budget	Percentage of Budget Collected	Comments
3110 · GENERAL PROPERTY TAXES				
3110-01 · Real Estate - Current	483,978.47	501,770.00	96.5%	Real Estate invoices have been entered; includes 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	807.98	0.00	100.0%	
3110-04 · Penalties - All Property Taxes	2,412.63	1,000.00	241.26%	
Total 3110 · GENERAL PROPERTY TAXES	514,059.65	526,494.00	97.64%	
3120 · OTHER LOCAL TAXES				
3120-00 · Transient Occupancy Tax	265,718.43	300,000.00	88.6%	Collections cover up to February 2026
3120-01 · Bank Stock Tax	0.00	70,000.00	0.0%	
3120-02 · Business License Tax	81,820.51	350,000.00	23.4%	
3120-03 · Cigarette Tax	91,791.82	132,466.00	69.3%	Collections cover up to January 2026
3120-04 · Consumer Utility Tax	94,857.19	158,000.00	60.0%	
3120-05 · Meals Tax - Current	1,093,535.61	1,600,000.00	68.3%	Collections cover up to January 2026
3120-06 · Sales Tax Receipts	105,621.36	170,000.00	62.1%	Collections cover up to December 2025
3120-07 · Penalties (Non-Property)	5,591.24	5,000.00	111.8%	
3120-08 · Interest (Non-Property)	1,057.24	0.00	100.0%	
Total 3120 · OTHER LOCAL TAXES	1,739,993.40	2,785,466.00	62.5%	
3130 · PERMITS, FEES & LICENSES				
3130-01 · Application Fees	1,775.00	4,500.00	39.4%	
3130-02 · Inspections Fee	500.00	0.00	100.0%	
3130-03 · Motor Vehicle Licenses	213.00	0.00	100.0%	
3130-05 · Other Planning & Permits	30,060.00	1,000.00	3,006.0%	Due to Zoning Amendment Application
3130-06 · Pass Through Fees	19,661.25	15,000.00	131.1%	
Total 3130 · PERMITS, FEES & LICENSES	52,209.25	20,500.00	254.7%	
3140 · FINES & FORFEITURES				
3140-01 · Fines	20,242.97	25,000.00	81.0%	Collections cover up to January 2026
Total 3140 · FINES & FORFEITURES	20,242.97	25,000.00	81.0%	
3150 · REVENUE - USE OF MONEY				
3150-01 · Earnings on VACO/MML Investment	11,653.50	13,500.00	86.3%	reconciled up to January 2026
3150-03 · Interest on Bank Deposits	204,901.69	89,500.00	228.9%	reconciled up to January 2026
Total 3150 · REVENUE - USE OF MONEY	216,555.19	103,000.00	210.2%	
3151 · RENTAL (USE OF PROPERTY)				
3151-07 · Haymarket Church Suite 206	34,879.23	50,683.00	68.8%	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	23,519.97	29,009.00	81.1%	
3151-11 · Cupcake Heaven and Cafe LLC	25,005.56	38,021.00	65.8%	
3151-15 · Revolution Mortgage	6,161.67	8,215.00	75.0%	
3151-17 · Yew Tree Wellness LLC	7,838.78	13,156.00	59.6%	New Tenant; Prorated for November 2025
3151-18 · WSR Solutions LLC	4,489.59	6,222.00	72.2%	New Tenant; amendment coming for new Revenue \$6,222.00
3151-19 · Red Rock Title & Settlement LLC	3,994.71	6,426.00	62.2%	New Tenant; amendment coming for new Revenue \$6,426.00
3151-20 · Art VanGo LLC	882.14	0.00	100.0%	Prorated amount of new Tenant for February 2026; Monthly rent is \$650
Total 3151 · RENTAL (USE OF PROPERTY)	120,241.79	186,026.00	64.6%	
3165 · REVENUE - TOWN EVENTS				
3165-00 · Sponsorships	30,017.50	29,525.00	101.7%	Need to amend budget for the additional funds
3165-01 · Town Event	81,182.00	80,000.00	101.5%	
3165-02 · Farmer's Market	20,529.25	14,000.00	146.6%	
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	152,246.77	133,525.00	114.0%
3180 · MISCELLANEOUS			
3180-00 · Convenience Fee	60.06	300.00	20.0%
3180-01 · Citations & Accident Reports	90.00	0.00	100.0%
3180-02 · Vetern Banners	3,100.00	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			
3190-01 · Public Safety - Surplus Sales	16,900.00	16,900.00	100.0% this 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	25,664.05	21,710.00	118.2%
3200 · REVENUE FROM COMMONWEALTH			
3200-02 · 599 Law Enforcement Grant	28,344.00	37,790.00	75.0% 2 of 4 FY2026 disbursement received
3200-05 · Communications Tax	46,421.62	72,000.00	64.5% Collections to cover up to September 2025
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%
Grant for the Flock system the Town PD			
3200-19 · HEAT Grant	10,000.00	10,000.00	100.0% purchased
Total 3200 · REVENUE FROM COMMONWEALTH	129,129.25	184,157.00	70.1%
3500 · Reserve Funds	0.00	89,160.00	0.0% Fire Funds, Comp Study funding
Total Revenue	2,970,342.32	4,075,038.00	72.9%
Gross Revenue	2,970,342.32	4,075,038.00	72.9%

EXPENDITURES

01 · ADMINISTRATION

11100 · TOWN COUNCIL

111001 · Convention & Education	4,824.60	10,050.00	48.0%
111002 · FICA/Medicare	1,155.52	2,000.00	57.8%
111003 · Meals and Lodging	4,549.03	6,300.00	72.2%
111004 · Mileage Allowance	285.60	1,800.00	15.9%
111005 · Salaries & Wages - Regular	15,100.00	22,000.00	68.6%
Total 11100 · TOWN COUNCIL	25,914.75	42,150.00	61.5%

12110 · TOWN ADMINISTRATION

1211001 · Salaries/Wages-Regular	384,722.53	528,794.00	72.8%
1211002 · Salaries/Wages - Overtime	1,843.49	4,500.00	41.0%
1211003 · Salaries/Wages - Part Time	11,025.25	41,588.00	26.5%
1211004 · FICA/Medicare	29,719.38	43,633.00	68.1%
1211005 · VRS	58,184.56	85,854.00	67.8%
1211006 · Health Insurance	47,952.00	63,936.00	75.0%
1211007 · Life Insurance	4,464.60	6,377.00	70.0%
1211008 · Disability Insurance	1,096.02	3,360.00	32.6%
1211009 · Unemployment Insurance	1,256.75	5,995.00	21.0%
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	6,694.69	8,298.00	80.7%
1211015 · Advertising	2,182.97	9,000.00	24.3%
1211016 · Computer, Internet &Website Svc	13,542.84	28,550.00	47.4%
1211017 · Postage	1,986.05	5,000.00	39.7%
1211018 · Telecommunications	7,066.50	7,500.00	94.2%
1211019 · Mileage Allowance	1,051.54	3,250.00	32.4%
1211020 · Meals & Lodging	4,591.64	7,000.00	65.6%
1211021 · Convention & Education	2,420.00	10,000.00	24.2%

1211022 · Miscellaneous	270.00	2,000.00	13.5%	
1211024 · Books, Dues & Subscriptions	5,556.38	12,075.00	46.0%	
1211025 · Office Supplies	5,022.22	8,500.00	59.1%	
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	619,612.58	945,952.00	65.5%	
12210 · LEGAL SERVICES				
1221001 · Legal Services	60,383.40	100,000.00	60.4%	legal services covering up to February 2026
Total 12210 · LEGAL SERVICES	60,383.40	100,000.00	60.4%	
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	705,910.73	1,116,152.00	63.2%	
03 · PUBLIC SAFETY				
31100 · POLICE DEPARTMENT				
3110001 · Salaries & Wages - Regular	498,636.74	726,867.00	68.6%	
3110003 · Salaries & Wages - OT Premium	29,619.65	24,000.00	123.4%	
3110004 · Salaries & Wages - Holiday Pay	36,373.11	39,182.00	92.8%	
3110005 · Salaries & Wages - Part Time	29,610.00	27,000.00	109.7%	
3110007 · Salary & Wages - DMV Grant	14,301.34	26,240.00	54.5%	
3110012 · Salaries & Wages - PT Admin.	10,537.50	39,000.00	27.0%	
3110020 · FICA/MEDICARE	45,245.36	67,018.00	67.5%	
3110021 · VRS	67,406.92	95,438.00	70.6%	
3110022 · Health Insurance	95,572.80	135,206.00	70.7%	
3110023 · Life Insurance	6,057.92	8,521.00	71.1%	
3110024 · Disability Insurance	1,516.53	3,070.00	49.4%	
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	18,737.46	30,379.00	61.7%	legal services covering up to February 2026
3110032 · Computer, Internet & Website	3,192.50	10,000.00	31.9%	
3110033 · Postage	55.92	100.00	55.9%	
3110034 · Telecommunications	8,398.35	18,700.00	44.9%	
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	3,516.40	10,000.00	35.2%	
3110042 · Vehicle Fuels	20,194.92	36,700.00	55.0%	
3110043 · Vehicle Maintenance/Supplies	12,244.05	22,000.00	55.7%	
3110045 · Uniforms & Police Supplies	47,950.68	55,901.00	85.8%	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	1,132,534.53	1,622,440.00	69.8%	
32100 · FIRE & RESCUE				
				will hold a Public Hearing for budget amendment for FY2026 to move Fire Funds over to budget the Town has received towards this contribution
3210001 · Contributions to other Govt Ent	69,159.87	84,160.00	82.2%	
Total 32100 · FIRE & RESCUE	69,159.87	84,160.00	82.2%	
Total 03 · PUBLIC SAFETY	1,201,694.40	1,706,600.00	70.4%	
04 · PUBLIC WORKS				
43200 · REFUSE COLLECTION				
4320001 · Trash Removal Contract	124,911.12	216,995.00	57.6%	Covering up to February service 2026
Total 43200 · REFUSE COLLECTION	124,911.12	216,995.00	57.6%	
43100 · MAINT OF 15000 Wash St./Grounds				
4310001 · Repairs/Maintenance Services	80,231.39	100,000.00	80.2%	
4310002 · Maint Svc Contract-Pest Control	1,026.00	2,500.00	41.0%	
4310003 · Maint Svc Contract-Landscaping	18,875.00	45,000.00	41.9%	
				amount for additional removal of snow in town
4310004 · Maint Svc Contract Snow Removal	15,957.00	20,000.00	79.8%	hall parking lot
4310007 · Electric/Gas Services	12,615.37	18,593.00	67.9%	
4310008 · Electrical Services-Streetlight	2,627.39	5,500.00	47.8%	
4310009 · Water & Sewer Services	3,704.59	6,350.00	58.3%	

4310011 · Real Estate Taxes	577.48	1,500.00	38.5%	
4310015 · Maintenance - Vehicle Fuel	1,080.29	3,000.00	36.0%	
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	140,392.98	205,443.00	68.3%	
Total 04 · PUBLIC WORKS	265,304.10	422,438.00	62.8%	
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	10,295.00	15,000.00	68.6%	
Total 70000 · HAYMARKET COMMUNITY PARK	10,295.00	15,000.00	68.6%	
71110 · EVENTS				
7111001 · Advertising - Events	9,214.07	9,950.00	92.6%	
7111003 · Contractual Services	69,127.42	68,675.00	100.7%	
7111004 · Events - Other	33,038.54	40,900.00	80.8%	
7111005 · Police Department Events	6,576.29	7,800.00	84.3%	
7111006 · Farmer's Market	1,858.09	14,000.00	13.3%	
Total 71110 · EVENTS	119,814.41	141,325.00	84.8%	
72200 · MUSEUM				
7220009 · Advertising	0.00	1,000.00	0.0%	
7220012 · Telecommunications	982.42	2,200.00	44.7%	
7200015 · Books, Dues & Subscriptions	0.00	250.00	0.0%	
7220018 · Exhibits & Programs	500.00	2,500.00	20.0%	
Total 72200 · MUSEUM	1,482.42	5,950.00	24.9%	
Total 07 · PARKS, REC & CULTURAL	131,591.83	162,275.00	81.1%	
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	13,239.72	10,000.00	132.4%	
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	31,653.75	0.00	100.0%	
Total 81100 · PLANNING COMMISSION	46,673.67	23,120.00	201.9%	
81110 · ARCHITECTURAL REVIEW BOARD				
8111001 · Salaries & Wages - Regular	1,200.00	5,830.00	20.6%	
8111002 · FICA/Medicare	87.60	446.00	19.6%	
8111005 · Convention & Education	0.00	1,500.00	0.0%	
Total 81110 · ARCHITECTURAL REVIEW BOARD	1,287.60	7,776.00	16.6%	
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	47,961.27	33,824.00	141.8%	
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	-0.01			

Total EMPLOYEE BENEFITS	-0.01		
Total 94105 · PERSONNEL	-0.01		
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	1,362.37	55,000.00	2.5%
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	1,362.37	317,734.00	0.4%
Total Expense	2,570,458.95	4,075,038	63.1%
Net Ordinary Income	399,883.37	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%
97001-2 · Town Website	0.00	50,000.00	0.0%
97001-3 · Town Center	11,060.00	50,000.00	22.12%
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	399,883.37	0.00	100.0%

additional cost for as builts / plat designation
Downy Scott LLC Pricing report ; Financial Analysis Report

Total of Operational budget and Other Income Budget	4,626,702
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DRAFT

TOWN OF HAYMARKET, VIRGINIA

ARTIFICIAL INTELLIGENCE POLICY

1. PURPOSE

This policy establishes expectations and guidelines for the appropriate use of artificial intelligence (“AI”) technologies by the Town of Haymarket (the “Town”), its employees, officials, and contractors. This policy aims to ensure that AI technology is deployed responsibly, used in a lawful and ethical manner, enhances productivity and efficiency in decision-making, while complying with applicable Virginia law, respecting privacy, confidentiality, and data security.

2. SCOPE

~~This policy applies to all Town employees, elected officials, appointed officials, contractors, and volunteers who use AI technologies in connection with Town business or operations.~~

This policy applies to all Town employees, elected officials, appointed officials, contractors, volunteers, and other authorized users of Town accounts, technology software and hardware, and AI use on personal or third party devices when conducting official Town business.

3. DEFINITION

Artificial Intelligence (AI): Technology that enables computer systems to perform tasks that typically require human intelligence, including learning, reasoning, [analysis](#), problem-solving, perception, and language understanding. This includes generative artificial intelligence, which is a system of algorithms or computer processes that can create novel output in text, images, or other media based on user prompts. Generative AI systems are distinguished from other AI systems by their ability to create novel outputs.

4. AUTHORIZED USE

Town personnel may use [Town](#)-approved AI technologies for legitimate Town business purposes that:

- Enhance efficiency of administrative functions.
- Improve delivery of public services.
- Support data analysis for informed decision-making.
- ~~Assist in~~ [the initial drafting](#) ~~drafting of~~ routine communications or documents.

5. PROHIBITED USE

Town personnel shall not use AI technologies to:

- Process confidential ~~citizen~~-information ~~without proper authorization~~.
- Make final decisions on matters requiring human judgment or discretion.
- Generate content that violates copyright, privacy laws, or ethical standards.
- Circumvent established Town policies, procedures, or legal requirements.
- No employee or contract employee of any agency of the Commonwealth of Virginia shall download or use the DeepSeek AI application, [public or freely available AI applications, or any AI technology prohibited by the Town Manager or Town Council](#).

Notwithstanding the prohibited uses outlined above, Town personnel shall not use AI technologies in any capacity without first receiving proper authorization [fromby the Town Manager or Town Council](#). [Under no circumstances should any protected or confidential data be entered into any Generative AI technologies. Fully anonymized or nonconfidential data may be entered into Generative AI tools.](#)

6. DATA GOVERNANCE AND PRIVACY

The Town [officers, appointees and personnel](#) shall:

- Adhere to stringent data governance practices that comply with Virginia law.
- Safeguard all data processed through AI systems.
- Prevent unauthorized access, disclosure, or destruction of data.
- Respect privacy laws and adhere to applicable data protection regulations.
- Ensure personal and sensitive information used with AI technologies is handled with utmost care.
- [Implement appropriate security measures to protect against cybersecurity threats.](#)

7. ACCURACY AND OVERSIGHT

Town [officers, appointees and](#) personnel shall:

- Verify the accuracy and confidentiality of AI-generated content before official use.
- Maintain human oversight of all AI-assisted processes.
- Document when AI tools have been used in creating official documents.
- Implement appropriate fact-checking [efforts and](#) procedures for AI-generated content.

8. COMPLIANCE AND ACCOUNTABILITY

[Town officers, appointees and personnel shall](#) ~~All users of AI technologies must:~~

- Comply with this policy and all applicable Town policies concerning confidentiality, non-disclosure, intellectual property, and computer use.
- Report any suspected misuse of AI technologies to their supervisor.
- Complete required training on appropriate AI use.
- ~~Acknowledge that violations of this policy may result in disciplinary action.~~

9. POLICY REVIEW

This policy shall be reviewed annually [or at any time deemed appropriate](#) by the Town Manager and Town Attorney, [whichever is earlier](#), to ensure compliance with evolving laws, regulations, and best practices regarding AI technologies.

10. EFFECTIVE DATE

This policy is effective immediately upon adoption by the Town Council of Haymarket.



DRAFT

TOWN OF HAYMARKET, VIRGINIA

ARTIFICIAL INTELLIGENCE POLICY

1. PURPOSE

This policy establishes expectations and guidelines for the appropriate use of artificial intelligence (“AI”) technologies by the Town of Haymarket (the “Town”), its employees, officials, and contractors. This policy aims to ensure that AI technology is deployed responsibly, used in a lawful and ethical manner, enhances productivity and efficiency in decision-making, while complying with applicable Virginia law, respecting privacy, confidentiality, and data security.

2. SCOPE

This policy applies to all Town employees, elected officials, appointed officials, contractors, volunteers, and other authorized users of Town accounts, technology software and hardware, and AI use on personal or third party devices when conducting official Town business.

3. DEFINITION

Artificial Intelligence (AI): Technology that enables computer systems to perform tasks that typically require human intelligence, including learning, reasoning, analysis, problem-solving, perception, and language understanding. This includes generative artificial intelligence, which is a system of algorithms or computer processes that can create novel output in text, images, or other media based on user prompts. Generative AI systems are distinguished from other AI systems by their ability to create novel outputs.

4. AUTHORIZED USE

Town officers, appointees and personnel may use Town-approved AI technologies for legitimate Town business purposes that:

- Enhance efficiency of administrative functions.
- Improve delivery of public services.
- Support data analysis for informed decision-making.
- Assist in the initial drafting of routine communications or documents.

5. PROHIBITED USE

Town officers, appointees and personnel shall not use AI technologies to:

- Process confidential information.
- Make final decisions on matters requiring human judgment or discretion.
- Generate content that violates copyright, privacy laws, or ethical standards.
- Circumvent established Town policies, procedures, or legal requirements.
- No employee or contract employee of any agency of the Commonwealth of Virginia shall download or use the DeepSeek AI application, public or freely available AI applications, or any AI technology prohibited by the Town Manager or Town Council.

Notwithstanding the prohibited uses outlined above, Town personnel shall not use AI technologies in any capacity without first receiving proper authorization from the Town Manager or Town Council. Under no circumstances should any protected or confidential data be entered into any Generative AI technologies. Fully anonymized or nonconfidential data may be entered into Generative AI tools.

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The Town officers, appointees and personnel shall:

- Adhere to stringent data governance practices that comply with Virginia law.
- Safeguard all data processed through AI systems.
- Prevent unauthorized access, disclosure, or destruction of data.
- Respect privacy laws and adhere to applicable data protection regulations.
- Ensure personal and sensitive information used with AI technologies is handled with utmost care.
- Implement appropriate security measures to protect against cybersecurity threats.

7. ACCURACY AND OVERSIGHT

Town officers, appointees and personnel shall:

- Verify the accuracy and confidentiality of AI-generated content before official use.
- Maintain human oversight of all AI-assisted processes.
- Document when AI tools have been used in creating official documents.
- Implement appropriate fact-checking efforts and procedures for AI-generated content.

8. COMPLIANCE AND ACCOUNTABILITY

Town officers, appointees and personnel shall :

- Comply with this policy and all applicable Town policies concerning confidentiality, non-disclosure, intellectual property, and computer use.
- Report any suspected misuse of AI technologies to their supervisor.
- Complete required training on appropriate AI use.
- Acknowledge that violations of this policy may result in disciplinary action.

9. POLICY REVIEW

This policy shall be reviewed annually or at any time deemed appropriate by the Town Manager and Town Attorney, whichever is earlier, to ensure compliance with evolving laws, regulations, and best practices regarding AI technologies.

10. EFFECTIVE DATE

This policy is effective immediately upon adoption by the Town Council of Haymarket.



**Administrative Regulations
Office of the Mayor**

Title: Artificial Intelligence (AI) Policy

A.R. Number: 2.13 **Effective Date:** 06/2025 Page 1 of 5

Supersedes: N/A **A.R.:** N/A **DATED:** N/A

I. PURPOSE

This policy outlines the ethical use, deployment, and management of artificial intelligence (AI) technologies in the City of Richmond. AI technologies may be used to enhance the delivery of public services, and all city personnel and city contractors using AI technologies must ensure transparency, accountability, and protection of residents’ rights.

II. POLICY

This policy applies to all departments, agencies, and offices within the city that use, develop, purchase, or manage AI systems, including but not limited to service delivery, decision-making, and administrative functions.

A. Ethical Principles

AI technologies deployed by the city shall adhere to these core ethical guidelines:

1. **Fairness:** AI systems shall not perpetuate or exacerbate discrimination or bias. Efforts shall be made to ensure equitable access and treatment of all citizens.
2. **Transparency:** The purpose, scope, and function of AI systems that are in use shall be clearly communicated to the public. Citizens shall be advised when they are interacting with AI.
3. **Accountability:** AI systems shall be subject to human oversight, and city staff shall be accountable for the outcomes of AI-based decisions.
4. **Privacy:** AI systems, and use of AI systems by city staff, must adhere to federal, state, and local privacy laws, to include protecting the personal data of citizens from unauthorized access or misuse.
5. **Security:** AI systems shall be developed and maintained with strong security protocols to prevent cyber-attacks, misuse, or unauthorized access.

B. AI Use Cases

The city recognizes the following examples of acceptable use cases for AI technologies:

1. **Service Optimization:** AI may be used to enhance the efficiency of public services (e.g., traffic management, waste collection, energy use).



**Administrative Regulations
Office of the Mayor**

Title: Artificial Intelligence (AI) Policy

A.R. Number: 2.13 **Effective Date:** 06/2025 **Page 2 of 5**

Supersedes: N/A **A.R.:** N/A **DATED:** N/A

- 2. **Public Safety:** AI may support law enforcement and emergency services, provided it complies with applicable law and includes safeguards required by law to protect civil liberties, including legally mandated measures for oversight, accountability, and transparency in the use of technologies such as predictive policing systems or facial recognition tools.
 - 3. **Customer Engagement:** AI may improve communication with residents through automated systems such as chatbots, customer service platforms, or public feedback collection.
 - 4. **Basic productivity enhancement:** Proof-read, draft, and assist with daily administrative tasks.
- III. **Data Analysis:** AI may assist in analyzing datasets to support policy decisions and improve public administration.

- 1. **Basic productivity enhancement:** Proof-read, draft, and assist with daily administrative tasks.

AI technologies used or implemented by city staff are also subject to Section II (“Technology Regulations”) of the Administrative Regulations.

B. Governance and Oversight

The Department of Information Technology (DIT) shall oversee the use of AI technologies by the city. DIT shall establish and maintain guidelines and rules of use that include:

- IV. **Risk Assessment:** such as ethical concerns, privacy implications, bias, and use in consequential decision-making in collaboration with other agencies as necessary such as Human Resources, The City Attorney’s Office, etc. Seeking guidance from other agencies as needed.

- 1. **Review Process:** review and approval of AI usage and implementation.
- 2. **Monitoring:** ensure compliance with this policy and the DIT guidelines and rules of use; provide operational monitoring for performance, fairness, and security of AI systems.
- 3. **DIT will promulgate standard operating procedures (SOPs) for the acquisition, implementation, and public engagement of Artificial Technology Systems & Services.**

B. Data Privacy and Security

All AI systems must comply with applicable data privacy laws. Examples include:

- 1. **Virginia Consumer Data Protection Act (VCDPA)**



**Administrative Regulations
Office of the Mayor**

Title: Artificial Intelligence (AI) Policy

A.R. Number: 2.13 **Effective Date:** 06/2025 Page 3 of 5

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2. Federal Bureau Investigation Criminal Justice Information Services Security Policy
3. Department of Energy Security Policy
4. Department of Homeland Security/ Cybersecurity & Infrastructure Security Agency Cyber Incident Reporting for Critical Infrastructure Act (CIRCA)

AI systems shall:

1. Minimize data collection to only what is necessary for the functioning of the system.
2. Ensure anonymization of personal data to the maximum possible extent.
3. Require explicit consent from individuals whose personal data is being collected or analyzed, except in cases where data is used for anonymous administrative analysis, public safety, or public health purposes in compliance with applicable laws.

When purchasing AI technologies, the city shall:

1. Comply with any applicable procurement requirements.
2. Conduct a thorough evaluation of products and services to ensure AI systems meet ethical and legal standards.
3. Utilize suppliers that incorporate fairness, transparency, and explainability into their AI systems.
4. Require suppliers to provide documentation of their AI systems, including algorithms, training data, and any known biases.

C. Training and Awareness

The city shall implement training programs for city personnel to ensure AI users are equipped with the knowledge and skills necessary to manage and oversee AI technologies. Training shall include:

1. The ethical principles of AI.
2. The technical capabilities and limitations of AI systems.
3. Legal requirements surrounding data privacy, security, and the responsible use of AI.



**Administrative Regulations
Office of the Mayor**

Title: Artificial Intelligence (AI) Policy

A.R. Number: 2.13 **Effective Date:** 06/2025 **Page 4 of 5**

Supersedes: N/A **A.R.:** N/A **DATED:** N/A

4. Procedures for addressing citizen concerns and requests related to AI decisions.
5. Data management.
6. Practical applications of AI in the public sector.

D. Enforcement and Accountability

Failure to comply with this AI policy may result in disciplinary action, up to and including termination. Significant policy violations may lead to legal consequences, including penalties under applicable state or federal laws.

V. RESPONSIBILITY

Department of Human Resources (HR) – HR is responsible for maintaining the policy and making it accessible.

Department of Information Technology – DIT is responsible for the implementation, monitoring and evaluation of this policy.

City Departments – City Departments are responsible for employee compliance with this policy and for immediate reporting of violations of this policy to DIT.

Employee / Contractors – Employees and contractors of the city are required to adhere to this policy and protect city data.



Administrative Regulations
Office of the Mayor
Title: Artificial Intelligence (AI) Policy
A.R. Number: 2.13 **Effective Date:** 06/2025 **Page 5 of 5**
Supersedes: N/A **A.R.:** N/A **DATED:** N/A

VII. REGULATION UPDATE

Modifications to this policy shall be the responsibility of the Department of Human Resources under the advisement of the Chief Administrative Officer.

Approval

CHIEF ADMINISTRATIVE OFFICER

MAYOR



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 Town of Haymarket Employee Manual to document the actions and provide corrective action.

Town Employee Conference and Training Policy

Edited: ELK March 24, 2026

The Town of Haymarket is committed to providing our employees and citizens serving on appointed/elected committees the opportunity to seek further training which is beneficial to the Town. In addition, the elected officials, appointed citizens and staff have to represent the Town at functions, on an annual basis. It is the intention of the Town to adequately compensate and reimburse the employees during this travel period based on the following policies.

The Town of Haymarket is committed to investing in the continued education of the Town Staff. It shall be noted that while continued education is desired, Town funding and resources may not support all instances and opportunities for training. The Town Manager shall take into account the following factors when approving travel and training; available funding, Town Hall staffing requirements, scheduled Town Meetings, the employee’s current workload and deliverables. Other factors may apply to the consideration and will be discussed with the employee in the event that the training is not approved.

It shall also be noted that Conference and Training Opportunities are not guaranteed for employees. The employees’ job duties, workload, deliverables, accountability and professional conduct will be taken into consideration during the approval process.

1) TRAVEL AND TRAINING APPROVAL PROCESS

a) The employee shall complete a Travel and Training Request Form (attached) prior to attending the program. This form should be submitted to the **Town Manager or Chief of Police** 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 or Chief of Police are unable to provide the review and approval of requested training, the employee may submit the request to the Mayor.

Commented [EK1]: Need to create the form – form shall include a written section explaining the conference/training being attended and the value for the employee/Town – example, training to fulfill credit hours for certification vs. annual conferences

b) All conferences, seminars, courses, meetings, etc. must be directly related to the performance of the employee’s assigned duties. When requesting approval of the training or conference, the employee must provide a written statement on the applicability of the training, purpose of the conference and all relative details outlining the linkages to the employee’s job requirements and knowledge.

c) The employee 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 employee'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 or Chief of Police This payment will be made by check or credit card and will be completed prior to your arrival when possible. However, if needed, the employee can check out a Town credit card to cover any expenses through the Town Treasurer. The employee 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. *[Edited for clarity; referenced Purchasing Card Policy implicitly]*

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 employee shall submit receipts and the itemized reimbursement form for all meal expenses. The Town will reimburse the employee 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 employees are not eligible for a full per diem. Employees 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. Employee 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. Employees 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 employee 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**. Road tolls and 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 or Chief of Police approval for a Standard/Mid-Size (Sedan) or if traveling with more than 2 staff members a Mid-Size SUV category vehicle. If vehicle rental is upgraded to higher class than Standard/Mid-Size (Sedan), the employee would be responsible for the additional cost for upgrade.

4) AIR TRAVEL

a) When Town business requires employees to travel outside of the State for business, air transportation can be approved by the Town **Manager or Chief of Police**. 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 employees 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 employee will pay in advance the difference between the coach rate and first-class travel. Airfare for the employee's spouse or guest must be paid by the employee. 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, taxicab 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 Employee shall pay in advance for any room upgrades.

b) If the Town Employee is acting as the host of an event, conference or training, the Town will cover the expenditure of a hotel room for the employee to minimize travel time while performing hosting duties. Approval for the hotel expenditure shall be discussed in advance. An example of such expenditure, the Town of Haymarket is hosting the Small Towns Conference in Haymarket, the Town Manager would be eligible for a hotel room to ensure they are present for all conference activities in a timely manner.

c) Employees should stay at the designated Conference Hotel at the negotiated block rate. If multiple Conference Hotels are offered, employees 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. Employees 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 employee 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 doesn't exceed 100 miles one way from Haymarket. However, if there are circumstances of an early class/conference, the **Town Manager or Chief of Police** can approve in advance the overnight reimbursement.

6) EXPENSES FOR SPOUSE, FAMILY OR GUEST

a) All expenses incurred by a traveling spouse, family or guest will be paid for by the employee 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.

7) CONFERENCE WORK TIME

a) **The Town Manager or Chief of Police will review the Employees compensable work hours during travel and conference attendance with consideration to travel, conference planned events, unexpected travel delays and other training related occurrences. Examples for compensable work hours are listed below. The list is not exhaustive and other reasonable requests for compensable hours may be reviewed by the Town Manager or Chief of Police.**

During the travel approval process the employee shall discuss the planned conference, work and travel hours with the Town Manager or Chief of Police. When available, a detailed Conference Agenda shall be submitted with the approval request.

Examples of Approval Work Hours:

- Travel time to and from the conference to include weekend travel or early weekday travel for timely arrival. Significant uncontrollable delays such as traffic shall be noted. Consideration of work hours logged, and travel time will be reviewed during timesheet review
- Conference or training hours
- Working/Networking meals at the conferences or training, such as the VML Conference Banquet Dinner

- Networking events coordinated through training or conference function
- Short conference days and travel time shall be discussed with the Manager, in advance, in relation to the employee meeting the required 80 hours per pay period without penalty.

b) Employees shall attend all conference or training related activities focused on the continued education of the employee or networking opportunities. Activities that are not required for the employee to attend would be those offered as physical activity/workout opportunities for the attendees prior to the start of the conference day, (such as morning pilates) or late-night conference hosted entertainment (such as Karaoke). c) Traveling Spouses, Family and Guests shall not interrupt the employee's duty to attend all conference or training related activities. Additional travel days, extensions of travel time and other personal related activities shall NOT be included in compensable hours. Modifications to the travel time and days shall be explicitly noted in the timesheet and reflected in the employee's paid time off.

d) If an employee is uncertain about compensable conference hours, he or she shall discuss in detail the hours in question with the Town Manager or Chief of Police for clarity and direction.

e) The Town Manager or Chief of Police reserves the right to call into question compensable hours and request further information or documentation from the employee regarding those hours in question.

8) Restriction of Conference and Training Opportunities

The Town funds conferences and training opportunities for the Town Employees to work towards certifications, continued education, and networking opportunities. The Town Manager and Chief of Police reserve the right to restrict conference and training opportunities for employees that misstate or falsify compensable hours, 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 and Chief of Police shall take all appropriate actions as stated in the Town of Haymarket Employee Manual to document the actions and provide corrective action.

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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 lesser 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 lesser 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 be 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		✓



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

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 plans, 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 5.

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.

DRAFT



Haymarket Police Dept.

15000 Washington St. • Haymarket, Virginia 20169

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

Allen Sibert, Chief



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 before 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.

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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 or scooters, bicycles, or electric power-assisted bicycles which are offered by the owner thereof for rent to the public for a fee, or 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 or scooters, bicycles, or electric power-assisted bicycles which are offered by the owner thereof for rent to the public for a fee, or other devices specified in Virginia Code Section 46.2-1315.

Shared Mobility System means Devices that are available to, and shared by, users who can access the Devices on an as-needed basis for a fee.

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 (v) 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

- (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.
- (e) No person shall use a Device on any town sidewalk.
- (f) 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.
- (g) No person shall operate a Device at a speed faster than 20 miles per hour.
- (h) 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.
- (i) 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.

Sec. 46-206. - Safe Riding and Parking Requirements for Devices

- (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) Operating Devices while texting or while under the influence of alcohol or other intoxicants is prohibited.
- (m) As part of renting a Device, Licensees must require Device users to acknowledge and accept the Town's operational and parking rules.

Sec. 46-207. 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. 46-208. - 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. 46-209. - 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. 46-210. - Civil penalties.

- (a) Any person violating this article shall be liable to the town for a civil penalty of five hundred dollars (\$500.00) for the first offense and 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: Honorable Mayor and Town Council
From: Kim Henry, Clerk of the Council
Re: Closed Session Motion

Closed Session Motion

I move that the Haymarket Town Council go into Closed Session pursuant to Virginia Code § 2.2-3711 (A)(8), for consultation with legal counsel regarding a specific legal matter requiring the provision of legal advice by such counsel, relating to Town Park RFP.

Certification

I move that the Haymarket Town Council certify that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be discussed in a closed session under the provisions of the Virginia Freedom of Information Act as cited in that motion.

“Everyone’s Home Town”
www.townofhaymarket.org