

**Town of Onancock**  
**Town Council Work Session Meeting**  
**January 14, 2019**  
**6:30 p.m.**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Items for Discussion
  - a. Presentation of the Code Red System – C. Ray Pruitt, Accomack County Director of Public Safety
  - b. Review of the Proposed Condemnation Ordinance – Town Manager William Kerbin
  - c. Discussion of the Proposed Procurement Policy – Town Manager William Kerbin
  - d. Discussion of the Bids received for Landscaping Services in Town – Town Manager William Kerbin
  - e. Review of the Proposed Rental of Town Parks/Facilities Application – Town Manager William Kerbin
4. Adjourn

## Sec 15-10 ARTICLE III. UNSAFE BUILDINGS

### Removal, repair or securing of buildings and other structures.

#### Definitions:

*Unsafe Building* – A residential or nonresidential building or structure, whether or not construction has been completed, that might endanger the public's health, safety or welfare and for a continuous period of excess of six (6) months it has been (1) vacant and (2) not lawfully connected to electric service or not lawfully connected to any required water or sewer service from a utility service provider.

(a) The owners of property in the town shall, at such time as the town manager may prescribe, remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other town residents.

(b) The town, through its own agents or employees, may remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other town residents if the owner and lien holder of such property, after reasonable notice and a reasonable time to do so, have failed to remove, repair or secure the building, wall or other structure. For purposes of this section, repair may include maintenance work to the exterior of a building to prevent deterioration of the building or adjacent buildings. For purposes of this section, reasonable notice includes a written notice (i) mailed by certified or registered mail, return receipt requested, sent to the last known address of the property owner and (ii) published once a week for two successive weeks in a newspaper having general circulation in the locality. No action shall be taken by the town to remove, repair or secure any building, wall or other structure for at least 30 days following the later of the return of the receipt or newspaper publication.

(c) If the town, through its own agents or employees, removes, repairs or secures any building, wall or any other structure after complying with the notice given under this section, the cost or expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the town in the manner taxes are collected.

(d) Every charge authorized by this section with which the owner of any such property has been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq. The town may waive such lien in order to facilitate the sale of the property. Such lien may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

# **TOWN OF ONANCOCK, VA**

## **PROCUREMENT POLICY**

### **January, 2019**

#### **Section 1 - Organization**

The Town Manager supervises all procurement on behalf of the Town. The Town Manager shall adhere to and comply with the rules and regulations consistent with this policy and the laws of the Commonwealth of Virginia, if applicable, governing the function of Town Procurement. The Town Manager shall propose amendments to this Procurement Policy from time to time as needed.

The Town Manager shall coordinate procurement procedures among departments and shall ensure procurement actions are properly documented and maintain all related records. Records shall be kept for each procurement that document adherence to this policy. The Town will make every effort to obtain the highest quality goods and services at the best possible price. All procurement procedures will be conducted in a fair and impartial manner with the avoidance of any impropriety.

#### **Section 2 – Conflict of Interest**

When conducting business, the Town expects its employees, Advisory Boards and Council members to treat every supplier on a fair and equitable basis. Town officers, employees and Council members should have no financial relationship with any entity with which the Town does business or with any potential supplier unless such relationship is disclosed in writing to the Town Council prior to such procurement being made.

To reduce the potential for conflicts of interest, abuse of position, or even the appearance of impropriety, the Town discourages employees or officials from accepting any gift from organizations, business concerns or individuals with which they have, or may have in the future, business relationships with the Town. Employees and officials may receive an occasional meal, promotional items routinely distributed by vendors and de-minimis holiday gifts.

Under no circumstances shall any employee purchase materials, goods or services from a supplier for personal use by giving the impression that the procurement is for the Town. If a supplier makes a general practice of providing discounts to Town employees or officials, then the Town employee or official may accept these discounts on their personal purchases, however the vendor must not name the Town as the customer or purchaser.

### **Section 3 – Disclaimer of Responsibility**

The Town will not be responsible for or liable for any expenditure or agreement for expenditure made by a Town employee or official who fails to follow this policy. It is considered a “breach of duty” on the part of any employee or official who procures goods or services not consistent with this policy. Any breach will be reported to the Town Council in writing.

The Town Council may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a procurement for goods and services made in its name or in the name of any governmental department under its fiscal authority, by an unauthorized person acting outside this policy. The cost of any such disclaimed transaction will become the personal liability of the individual who acted improperly. Employees should understand that violation of the policy might subject the employee to disciplinary action including, without limitation, termination of employment.

### **Section 4 – Procurement Policies**

#### **4(A) – Purchases over \$50,000**

Whenever the Town seeks to procure goods or services estimated to cost more than \$50,000, a formal Invitation to Bid or a Request for Proposal shall be issued and the process will be subject to approval of the Town Council. Best value concepts may not be considered when procuring construction or professional services. Purchases shall not be split to avoid the \$50,000 limit.

Any written Invitation to Bid or Request for Proposal shall describe adequately the goods or services requested, quantity and required delivery specifications. The Town Manager shall compile a list of all vendors or contractors from whom quotes or bids have been requested and the quotes or bids offered. Information gathered in complying with this procedure shall be filed with the documentation supporting the subsequent purchase or contract.

An Invitation to Bid or Request for Proposal shall either be advertised in a newspaper of general circulation or posted in a designated public area at least ten days prior to the date bids are due. Responses to Invitations to Bid and Requests for Proposal will be treated as “competitive sealed bids” and will be secured unopened until the date and time specified in the advertisement.

The Town Manager shall have the authority to waive minor informalities in bids/proposals, reject all bids/proposals, or parts of all bids/proposals when, in the Town Manager’s judgment, the public interest is not served. The Town Manager shall determine the responsibility of a bid or proposal and responsiveness of a bid.

The Town Council must approve the award of all contracts with total value in excess of \$50,000. Award shall be made to the lowest responsive and responsible vendor that

supplied a bid/proposal or to the vendor deemed most likely to be able to deliver the product or service in a workmanlike and timely manner.

#### **4(B) – Capital Improvement Purchases of \$5,000 to \$50,000**

Purchases of less than \$50,000 but more than \$5,000 will require written Request for Proposal and quotes received in writing, via facsimile, or email from three vendors. In the event that three quotes cannot be obtained, the Town Manager shall document the names of the vendors approached for quotes and any reasons given for the failure or refusal to bid. If only one quote is received for purchases within this dollar range, approval of award will vest with Town Council.

Any written Invitation to Bid or Request for Proposal shall describe adequately the requested good or service, quantity and required delivery specifications. The Town Manager shall compile a list of all vendors or contractors from whom quotes or bids have been requested and the quotes or bids offered. Information gathered in complying with this procedure shall be filed with the documentation supporting the subsequent purchase or contract.

#### **4(E) – Sole Source**

Sole source procurement may be authorized if and when there is only one source practicably available for the required goods or services. Competition is not available in a sole source situation. Sole source justification based solely upon a single vendor's capability to deliver in the least amount of time is not an appropriate justification since availability alone is not a valid basis for determining sole source procurement. Any sole source procurement requires documentation from the Town Manager as to the justification of the procurement.

#### **4(F) – Emergency Procurements**

In case of an emergency, where a delay in order to seek multiple proposals may threaten public buildings, public property or the life, health, safety or welfare of the residents, a contract may be awarded without competitive sealed bidding or competitive negotiation. Any such procurement shall be made with such competition as is practical under the circumstances. Any such procurement shall be reported by the Town Manager to Town Council at the meeting immediately following the purchase in his/her report to Council, with justification for the purchase.

### **Section 5- Preferences and Tie Bids**

In accordance with the Code of Virginia, Town of Onancock does not grant preferences or "set- asides" except in the case of tie bids. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest

will not permit the delay of re-advertisement for bids, the Town Manager shall be authorized to award the contract to the resident of the Town of Onancock, a tie bidder whose firm has its principal place of business in the Town, or if there be none, to the resident Virginia tie bidder, or if there be none, to the most qualified bidder based on past work experience.

## **Section 6- Non-Discrimination**

The Town of Onancock conforms, as applicable, to the provisions of the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended; the Virginians with Disabilities Act; the Americans With Disabilities Act, and Sections 2.2-4310. All bidders/offerors who submit bids/proposals to the Town are required to certify they conform to these same anti-discrimination requirements.

## **Section 7- Debarment or Suspension**

Debarment is the Town's exclusion of certain individuals or firms from contracting with the Town for a specified period of time. The Town Manager may debar a person or company from consideration for awards or contracts upon a finding of cause that the vendor has engaged in any of the following activities.

1. Unsatisfactory performance on a contract with the Town of Onancock or another public body, including but not limited to, failure to comply with contract terms and conditions or to meet specification/scope of services requirements.
2. Offering any gift, gratuity, favor, or advantage to any Town employee or official who exercises official responsibility for procurement transactions.
3. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner of the vendor in a contract or purchase order awarded by the Town.
4. Conviction of any officer, director, owner, partner, or agent of the vendor of any criminal offense involving public contracting.
5. Court judgment finding a violation of Federal or State antitrust laws.
6. Conviction of any criminal offense, or a judgment in civil litigation, which indicates a lack of moral or business integrity.
7. Abandonment of performance or termination for default on any other Town of Onancock project.
8. Default on any surety bond or written guaranty on which the Town of Onancock is an obligee.

9. The filing of a bankruptcy petition, by, against, or regarding the contractor.
10. Any other cause that the Town Manager determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or prior reprimands.

The Town Manager may suspend a person or company from consideration for an award or contracts for a period up to three months upon a finding of probable cause that might lead to debarment.

In debarring or suspending any individual or firm from contracting with the Town, the Town Manager shall follow all applicable procedures outlined herein and will notify Town Council of the action taken.

### **Section 8- Excess and Surplus Property**

The Town Manager shall be responsible for:

1. Redistribution of serviceable excess personal property.
2. Disposal of surplus Town personal property through sealed bid, auction, trade-in, or fixed price sales. Some personal property may also be disposed of by junking, sale as scrap metal, or cannibalization.
3. Disposal of unclaimed property in the custody of the Police Department in accordance with the Code of Virginia Sections 15.2-1719, 15.2-1720 and 15.2-1721.

Surplus Town property may be donated to charitable organizations where appropriate. The Town Manager shall evaluate the request for donation and first determine whether the requested item is needed by any Town agency. Other factors to be considered in the evaluation are the disposal value of the item, availability of the requested item, serviceability, compatibility to the intended use and potential benefits to the Town, including public relations and goodwill.

Town of Onancock  
Landscaping Services Request for Proposals  
Bid Tabulation sheet  
December 2018

Name: **Browder Hite, Inc**

Address: **PO Box 265 Exmore, VA 23350-mailing / 11254 Broadwater Rd, Exmore-physical address**

Telephone Number: **757-442-5296**

Email Address: **BLewis@BrowderHite.com**

Yearly Lump Sum Bid Price: **\$15,705.00-mulch once per year OR \$18,531.00-mulch twice per year**

Yearly Lump Sum Bid Price in Words:

**Fifteen-thousand, seven-hundred and five dollars and no cents-mulch once per year**

**OR**

**Eighteen-thousand, five-hundred and thirty-one dollars and no cents-mulch twice per year**

I hereby certify that this bid is true and accurate based on the cost of labor and materials to perform the landscaping services listed in the Town of Onancock Landscaping Services Request for Proposals dated December 2018. I further agree that this submitted bid does not guarantee landscaping work for the Town of Onancock.

Signed: Benjamin Lewis, President for Browder Hite, Inc      January 4, 2019

NOTES:

1. Our bid includes the following: a full clean up of each listed area in the spring (leaf clean up, weed removal, stick and limb removal, pruning out of any winter kill and spade/machine edging of bed lines); 6 inch pansy pot installation in the Fall at the following locations: Custis Park, Town Square, the Wharf and TWO seasonal color change-outs at the "Welcome To Onancock" sign (pansies and tulip bulb installation in Fall and a summer display that will feature rotating summer annuals and will be installed in May).



2. Our bid includes the care of the long holly hedge at the “Welcome to Onancock” sign as well as the bed at the sign and all trees in the grassy area between the sign and hedge.
3. Our bid includes professional grade fertilization of all plants and trees in the listed areas in spring.
4. Our bid includes two options for mulch: once per year (applied in late winter or early spring) or twice per year (spring and fall-generally in October or early November). It has been our experience that two applications of mulch generally lead to a build up of excess mulch over the course of 2-3 years and requires a clean up and removal effort to bring the level back down to an acceptable height. This is an extra expense and can be negated by properly applying and maintaining mulch throughout the course of the growing season.
5. We noted during our estimation phase that most landscape areas within town have been improperly pruned over the years. This has led to many shrubs and trees showing signs of distress and lack of growing vigor. One exception would be the Landing; the shrubs and grasses here are strong and properly formed. Our bid includes properly pruning all shrubs and trees in Year 1. This costs a bit more but is worth the expense to bring the landscape up to grade and in a professionally maintainable state thereafter.

References:

Dave Fauber, Director, Public Works, Town of Cape Charles 757-695-1025

Comfort Suites, Chincoteague-Justin-Facilities Manager 410-726-0753

Steve Turlington, Director, Facilities, A&N Electric Co-Op, Tasley 757-710-2734

**TOWN OF ONANCOCK**  
**Rental of Town Parks/Facilities Application**

15 North Street Onancock, Virginia 23417

Ph: (757) 787-3363

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_  
(Photo ID Required)

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

Home Phone #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_ email: \_\_\_\_\_

Organization: \_\_\_\_\_

It is the intent of the Town of Onancock to provide its citizens, organizations and businesses the use of Town facilities. However certain costs to the citizens of the Town will be incurred and these costs must be extended to the user(s) of the facilities.

**Facility Fees\*:**

- Event Usage of Onancock Landing Park, Town Square Park or wharf parking lot ..... \$50.00 application fee
- Weekend/evening usage of 2<sup>nd</sup> Floor of Town Hall building ... \$25.00 application fee/\$10 monthly rental fee
- Use of town property ..... \$100.00 deposit for cones, tents, etc./\$50.00 fee for delivery/setup, if applicable
- Security/Police Officers ..... \$35.00 per hour per officer
- Additional trash containers ..... \$8.00 per container per day

\* Fees may be adjusted or waived at the discretion of the Town Manager

**Describe Event in Detail:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) and Times of the Event: \_\_\_\_\_  
Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_\*

\*Please note that our Park closes at dusk, later closings must be authorized by the Town Manager

Number of Attendees: \_\_\_\_\_ Events expecting more than 75 people may require additional security at the discretion of the Town Manager and/or the Chief of Police. These events will also be subject to approval of the Town Council.

Will there be live entertainment?  Yes /  No

Will there be cooking on site?  Yes /  No  (All organizations must follow all applicable Health Department regulations )

Will there be vendors?  Yes /  No

(Commercial vendors are required to have a valid business license with the Town)

Will food be sold?  Yes /  No  (Virginia Health Department permit required and copy provided to the Town)

Will a tent be erected?  Yes /  No  (Please submit a site plan of location)

Will any equipment be brought in?  Yes /  No  Describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, hereby agree to observe and enforce all rules and regulations of the Town of Onancock as specified in this application governing the use of the Town of Onancock's facilities. I agree to protect the Town of Onancock, its officers, and employees from any and all claims, liabilities, damages or rights of action directly or indirectly resulting from the use of this facility and its premises. I further agree to carry liability insurance in the amount of \$1,000,000.00 and evidence of such coverage shall accompany this application, and the Town of Onancock shall be named as an additional insured. I will take responsibility for any and all damages to the Town's property and facilities. Charges for special services will be paid upon receipt of invoice.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_



Permission is  granted /  denied for the use of the facility as stated above. The amount due is \_\_\_\_\_.

Signature/Title

Date: \_\_\_\_\_

Exceptions to policy:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Town of Onancock Rules and Regulations

1. No private events will be approved for holidays or holiday weekends.
2. Events cannot begin before 9 am and must conclude by dusk or by 9 pm with the Town's permission.
3. Illegal drugs, foul or abusive language, and fighting are not permitted on the park grounds or in the Town Hall building.
4. Access to the grounds and facilities is contingent upon the completion of the application and authorization of the Town Manager. **The Town also reserves the right to deny any application in its entirety or any portion thereof for good cause.**
5. Applicant whose signature appears on the application accepts responsibility for security of the grounds and any damages to the grounds, buildings, or equipment.
6. Applicant agrees to provide responsible (adult) supervision for each event. Events over 75 people must seek additional security through the Onancock Police Department at the rate listed on the application.
7. Events larger than 100 people will also be required to furnish additional restroom facilities at the rate of one facility per 50 guests.
8. No motorized vehicular traffic will be permitted on the grounds, pathways, or sidewalks.
9. Evidence of general liability insurance with \$1,000,000.00 combined single limit, with the Town of Onancock named as an additional insured shall accompany the application. Exceptions to this policy may be made by the Town Manager under certain circumstances.
10. The applicant must remove all trash and debris from the park or facility.
11. Any Town property to be used for the event must be signed out and returned the next business day.
12. All events including more than 75 people will require approval of the Town Council.

# Town of Onancock

## Rules and Regulations Checklist

### **60 Days Prior to Event**

- Use of facility form completed and submitted to the Town Office

### **Four Weeks Prior to Event**

- Proof of Liability Insurance submitted to the Town Office
- All payments and deposits submitted and made payable to The Town of Exmore

### **Two Weeks Prior to Event**

- Proof of paperwork submitted to the Health Department if food vendors present
- All permits obtained, if needed
- Portable toilets and hand washing stations ordered, if required