



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING**

A G E N D A

**Thursday, August 06, 2020
7:00 PM**

CALL TO ORDER AND QUORUM ESTABLISHED:

PUBLIC HEARINGS:

- [1.](#) O-2020- Proposed Text Amendment to B-1 Special Uses

DELEGATIONS:

- [2.](#) Community Heart and Soul - Sam Frye, representative

PUBLIC COMMENTS:

STAFF REPORTS & PRESENTATIONS:

- [3.](#) Bowling Green Police Department Monthly Report to Council July 2020
- [4.](#) Public Works and Utilities Monthly Report to Council July 2020
- [5.](#) Economic Dev. & Events Coordinator Monthly Report to Council July 2020
- [6.](#) Town Clerk/Treasurer's Monthly Report to Council July 2020
- [7.](#) Town Manager's Monthly Report to Council July 2020

CONSENT AGENDA:

- [8.](#) July 2020 Bills
- [9.](#) Minutes – June 4, 2020 Town Council Meeting
- [10.](#) Minutes – June 25, 2020 Town Council Meeting
- [11.](#) ZP-2020-020 – Application for Special Use in B-1 Zoning District

UNFINISHED BUSINESS:

- [12.](#) Bond Resolution
- [13.](#) CARES Act Funding Update

NEW BUSINESS:

- [14.](#) Town Manager Recruitment

REPORT OF COUNCIL COMMITTEES/MEMBER COMMENTS:

ADJOURNMENT



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: O-2020- Proposed Text Amendment to B-1 Special Uses
ITEM TYPE: Public Hearing - Duly Advertised
PURPOSE OF ITEM: Decision - By Motion
PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

A proposed text amendment was submitted to amend the B-1 Special Uses by adding verbiage to expand possible special uses to include business type activities similar in nature to automotive repair, which is already a listed Special Use.

The Planning Commission held its Public Hearing on the matter on July 20th. They recommend approval of the proposed text amendment.

The Town Council Public Hearing was advertised in the Free Lance Star on 7/21 and 7/28

ATTACHMENTS:

Public Hearing Ad

O-2020-003 – Proposed Text Amendment to B-1 Special Uses

Zoning Application ZP-2020-019

REQUESTED ACTION:

Adopt Ordinance O-2020-003

The Bowling Green Town Council will conduct a public hearing on Thursday August 6, 2020 at 7:00 PM in the Bowling Green Town Hall, 117 Butler Street. The purpose of the hearing is for the Town Council to receive public comment on and take action on **Ordinance Number O-2020-003 – to amend Section 3-136 Special Uses in the B-1 Business Zoning District**. The purpose of this ordinance is to amend the Bowling Green Town Code Zoning Ordinance by adding verbiage to allow for business similar to that of an auto repair shop to Section 3-136 - Special uses in B-1 zoning district.

Run in the Free-Lance Star on 7/21 and 7/28

Proposed Text Amendment to B-1

Section 3-136. Special uses.

(a) The following uses are permitted when authorized by the Town Council of Bowling Green after a recommendation from the Planning Commission:

~~(1) Gasoline filling stations for the servicing of and making minor repairs to motor vehicles (when in a completely enclosed structure); public garages for storage and repair of motor vehicles (when in completely enclosed structure).~~

(1) Commercial service and light industrial uses that are primarily of a non-retail character, some of which require outdoor storage or activity areas. Typical uses include gasoline filling stations, small scale light assembly operations, motor vehicle repair, equipment rental and storage yards, small scale warehousing and distribution, and “workshop” type commercial land uses (e.g., welding and cabinet shops). Activity and storage are to be conducted in a completely enclosed structure or properly screened outdoor area.

(2) Pet shops.

(3) Public billiard parlors and pool rooms, bowling alleys, dance halls, amusement centers and similar forms of public amusement, only after a public hearing shall have been held by the Town Council on an application submitted to the body for such use. In approving any such application, the Town Council may establish such special requirements and regulations for the protection of adjacent property and the general public, set limits on the hours of operation and make requirements as the Town Council may deem necessary in the public interest. For purposes of this subsection, "billiard parlor and pool room" shall include any place of business with more than one billiard or pool table in which money, tokens or other consideration is exchanged for the right to use such tables for playing billiards, pool or similar games. For purposes of Section 3-136, "amusement center" shall mean any place of business with more than three amusement devices for which money, tokens or other consideration is exchanged for the right to use such devices. Amusement devices shall include video games, pool or billiards tables, foosball and all similar game devices, tables and equipment.

(4) Business and residential mixed-use development wherein dwelling units shall be a secondary use to the primary business use.

(5) Day-care center.

Adopted this 6th day of August, 2020 by the Town Council of Bowling Green, Virginia

Hon. Jason E. Satterwhite, Mayor

Melissa Lewis, Clerk of Council

ZP 2020-0019

****This permit shall be posted in a conspicuous place****

PREVIOUS EDITIONS OF THE
FORM ARE OBSOLETE

FORM REVISED:
28 April 2008



Town of Bowling Green Zoning Permit Application

Application is hereby made for a Zoning Permit, and Certificate of Zoning Compliance, in accordance with the description and for the purpose hereinafter set forth. This application is made subject to all local and state laws and ordinances, which are hereby agreed to by the undersigned, and which shall be deemed a condition entering into the exercise of this permit.

Owner

T&M Lewis Inc
Name 804-445-3951
Daytime Telephone Number

P.O. Box 791 Bowling Green Va 22427
Mailing Address

Applicant/Builder

Timothy Lewis
Name 804-445-3951
Daytime Telephone Number

Same as owner

Mailing Address

Property Information

43A2 8 2B
43A2 8 3
43A2 9 C
Tax Map/Parcel Number B-1
Existing Use/Zoning

133 Courthouse Lane
Address/Location (use street names)

Commercial Building
Existing Structures (number and type)

Type of Permit

Please check appropriate box(s)

Residential

Commercial

Single Family

Alteration

Multi-Family No. of units _____

Reroof

Addition Specify _____

Remodeling

Accessory Building Less Than 100 Feet Specify _____

Accessory Building More Than 100 Feet Specify _____

Commercial/Industrial Structure

Verification of Non-Conforming Use

Sign Permit 30 FT or Less Specify _____

Sign Permit More Than 30 FT Specify _____

Zoning Certification Letter

Modification/Variance Specify _____

Special Use Permit (*Property Owner Notification Required*) Specify _____

Administrative Appeal Specify _____

Other Specify Zoning Ordinance Text Amendment

Water and Sewer

What is your water supply source?

What is your sewage disposal source?

Municipal

Private Well

Municipal

Septic Tank

Certification by Owner/Applicant

I certify that I have the authority to make the foregoing application, that the information given is correct, including any attached plans or drawings, and that all construction will conform with all applicable state, county, and town laws, ordinances, and regulations with regard to zoning, health and building. Failure to do so will automatically render this permit invalid. I understand that two copies of a plot plan (or a plan for signs) must be submitted with this application, that construction requires a building permit Issued by the Caroline County Building Official, that a separate application must be made for water & sewer connections, and that all contractors must register with the Town prior to commencing work. I agree to repair any damages to sidewalks, streets, and utilities caused during this construction. I agree to pay an inspection deposit and notify the Zoning Administrator within ten (10) days of completion of the work for an inspection and issuance of Certificate of Zoning Compliance. Failure to do so may result in the forfeiture of the inspection deposit which in no way relieves me of any obligation to comply with all Town requirements. Land may be used or occupied, and buildings structurally altered or erected may be used or changed in use, only after the Certificate of Zoning Compliance is issued.

6/12/2020

Date

Timothy H. Lewis

Owner/Applicant Signature

**** FOR TOWN USE ONLY ****

Refer to Planning Commission

Yes

No

Recommend Approval

Recommend Disapproval Date _____

Refer to Town Council

Yes

No

Approved

Disapproved

Date _____

Refer to Director of Public Works

Yes

No

Recommend Approval

Recommend Disapproval Date _____

Zoning Administrator

Approved

Disapproved

Approved with Conditions (See Attached)

Fee Paid \$ 500.00

Zoning Administrator Signature

Date

CERTIFICATE OF ZONING COMPLIANCE

The building, its proposed use, or the use of the land, as described in the above application and permit complies with the provisions of Chapter 126 (Zoning) of the Code of the Town of Bowling Green and any applicable conditions.

Zoning Administrator Signature

Date

REMINDER!!

Issuance of this permit does not mean work can begin. Permits must be obtained from the Caroline County Building Official and possibly (depending on the scope of the work) Virginia Department of Transportation (VDOT) and the Health Department or Department of Environmental Quality (DEQ). It is the responsibility of the owner/applicant to check with these agencies to ensure all permits are obtained before beginning work.

Proposed text amendment to B-1 Zoning

Section 3-135. Permitted accessory uses. (Reserved)

Section 3-136. Special uses.

(a) The following uses are permitted when authorized by the Town Council of Bowling Green after a recommendation from the Planning Commission:

~~(1) Gasoline filling stations for the servicing of and making minor repairs to motor vehicles (when in a completely enclosed structure); public garages for storage and repair of motor vehicles (when in completely enclosed structure).~~

(1) Commercial service and light industrial uses that are primarily of a non-retail character, some of which require outdoor storage or activity areas. Typical uses include gasoline filling stations, small-scale light assembly operations, motor vehicle repair, equipment rental and storage yards, small-scale warehousing and distribution, and “workshop” type commercial land uses (e.g., welding and cabinet shops). Activity and storage are to be conducted in a completely enclosed structure or properly screened outdoor area.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Community Heart and Soul - Sam Frye, representative
ITEM TYPE: Presentation
PURPOSE OF ITEM: Information Only
PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Sam Frye, a representative of Community Heart and Soul would like to update Council.

ATTACHMENTS:

None.

REQUESTED ACTION:

None.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
MONTHLY REPORT / PROJECT UPDATE**

AGENDA ITEM: Bowling Green Police Department Council Monthly Report for July 2020

DATE: 07/30/20

PREPARED BY: Justin Cecil

MONTHLY REPORT / PROJECT UPDATE:

- Sworn into office on July 20, 2020
- Inventory of BGPD office building
- Review of past/current existing documents
- Scheduled and attended meetings with Caroline County Sheriff's Office and Virginia State Police
- Attend weekly Monday staff meeting
- Municode training

ATTACHMENTS:

- N/A

HEADS UP ITEMS:

- Working to prepare department policy.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
MONTHLY REPORT / PROJECT UPDATE**

AGENDA ITEM: Council Monthly Report for July 2020

DATE: 7/31/2020

PREPARED BY: Billy Deavers

MONTHLY REPORT / PROJECT UPDATE:

Water

- July 18th there was a Watermain break on Milford, causing the road to cave in. Repaired by David Brooks
- July 13th a Contractor for Dominion Power bored into waterline on Coghill St, causing a massive leak. Was repaired by David Brooks
- Still following hydrant flushing schedule

Wastewater

- Plant is still running well with no exceptions to report at this time
- Doing interviews to fill Wastewater Operator I position
- Had one of the two Waste Management 20 yard open top sludge containers that were on site taken back to reduce cost and make more room in the Drying bed area

Public Works

- Replacing the porch railing and scraping and painting the building at 109 Courthouse Lane
- Normal grass cutting/trimming going on, including trees at Town Hall
- Working on repainting the yellow curbing throughout Town that needs it

ATTACHMENTS:

June 2020 DMR Summary

July 2020 Iworq Report

HEADS UP ITEMS:

Rodney McClain from VRWA was here to interview staff for upcoming article in their magazine, Streamline.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

DEPT. OF ENVIRONMENTAL QUALITY
(REGIONAL OFFICE)

PERMITTEE NAME/ADDRESS (INCLUDE
FACILITY NAME/LOCATION IF DIFFERENT)

Northern Regional Office
13901 Crown Court
Woodbridge, VA 22193

NAME: Bowling Green Wastewater Treatment Plant
ADDRESS: co Town of Bowling Green
Bowling Green, VA 22427

VA0020737	001
PERMIT NUMBER	DISCHARGE NUMBER

MONITORING PERIOD

YEAR	MO	DAY	YEAR	MO	DAY	
2020	06	01	TO	2020	06	30

FACILITY LOCATION: 219 Anderson Ave
Bowling Green, VA 22427

FROM

TO

NOTE: READ PERMIT AND GENERAL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

Parameter		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX.	FREQUENCY OF ANALYSIS	SAMPLE TYPE	LAB CODE
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS				
FLOW	REPORTD	0.09	0.14	MGD	*****	*****	*****		0	CONT	TIRE	
PARAM CODE: 001	REQRMNT	0.25	NL		*****	*****	*****					
pH	REPORTD	*****	*****		7.0	*****	7.6	SU	0	1/DAY	GRAB	
PARAM CODE: 002	REQRMNT	*****	*****		6.0	*****	9.0					
TSS	REPORTD	0.96	1.5	KG/D	*****	2.9	3.9	MG/L	0	3D/W	8HC	
PARAM CODE: 004	REQRMNT	9.5	14		*****	10	15					
DO	REPORTD	*****	*****		6.3	*****	*****	MG/L	0	1/DAY	GRAB	
PARAM CODE: 007	REQRMNT	*****	*****		5.0	*****	*****					
TKN (N-KJEL)	REPORTD	0.31	0.37	KG/D	*****	0.93	1.2	MG/L	0	3D/W	8HC	
PARAM CODE: 068	REQRMNT	2.8	4.2		*****	3.0	4.5					
E.COLI	REPORTD	*****	*****		*****	1.1	*****	N/CML	0	3D/W	GRAB	
PARAM CODE: 120	REQRMNT	*****	*****		*****	126	*****					
CBOD5	REPORTD	<QL	<QL	KG/D	*****	<QL	<QL	MG/L	0	3D/W	8HC	
PARAM CODE: 159	REQRMNT	9.5	14		*****	10	15					

GENERAL PERMIT REQUIREMENTS OR COMMENTS:
OUTFALL-SPECIFIC COMMENTS:
PARAMETER-SPECIFIC COMMENTS:

BYPASSES AND OVERFLOWS	TOTAL OCCURENCES	TOTAL FLOW(M.G.)	TOTAL BOD5(K.G.)	OPERATOR IN RESPONSIBLE CHARGE		
				William Deavers		1965000877
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				TYPED OR PRINTED NAME		CERTIFICATE NUMBER
				PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		TELEPHONE
				TYPED OR PRINTED NAME	SIGNATURE	Date

Work Order Detail Report

7/1/2020 - 7/30/2020

Work Order #	Work Date	Main Status	Requester Name	Request Type	Work Type	Work Description	Work Address/Location	Date Closed
391	7/30/2020	Closed	Tracy Wright	Internal	Water - Meter Read	Meter read - High usage detected	127 Trewalla Ln	
390	7/30/2020	Closed	Tracy Wright	Internal	Water - Meter Read	Meter Read	127 Trewalla Ln	
389	7/30/2020	Open	Shawn Fortune	Internal	Public Works - Other	Mark utilities	259 Dickinson Dr.	
388	7/30/2020	Open	Shawn Fortune		Public Works - Other	Mark utilities	16358 Heritage Pines Circle	
387	7/30/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Maury Heights liftstation	Coolidge Lane	7/30/2020
386	7/30/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Park and Ride	104 Chase St.	7/30/2020
385	7/30/2020	Open	Shawn Fortune	Internal	Public Works - Other	Put hanging flower basket back up at Town Hall	117 Butler St.	
384	7/30/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Bowling Green Meadows liftstation	Roper Dr.	7/30/2020
383	7/30/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Bowling Green Meadows Park	Dickinson Drive	7/30/2020
382	7/30/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Police Department, playground and well 1	105 Butler St.	7/30/2020

381	7/29/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #3	219 Anderson Ave	7/29/2020
380	7/29/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Town Hall	117 Butler St.	7/30/2020
379	7/29/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow wastewater treatment plant	219 Anderson Ave	7/29/2020
378	7/28/2020	Closed	Shawn Fortune	Internal	Public Works - Water Plants	Water plants on Main St.	104 North Main	7/29/2020
377	7/28/2020	Closed	Judy Beazley	Citizen	Water - Meter Re-Read	reread meter high usage	135 S Main St	
376	7/27/2020	Closed	Judy Beazley	Citizen	Water - Meter Read	read meter new customer Courthouse Lane Apts in moving in	173 Lee St	
373	7/24/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Fix injector line in well 5 it is leaking	West Broaddus Ave	7/24/2020
372	7/23/2020	Closed	Tracy Wright	Citizen	Water - Customer Complaint	check meter for leak be there at 1:00p.m	15478 Rogers Clark Blvd	
371	7/23/2020	Closed	Judy Beazley	Citizen	Water - Meter Read	get meter read new customer	143 Alsop Ln	7/23/2020
370	7/23/2020	Closed	Judy Beazley	Citizen	Water - Meter Read	high usage check for leak please	161 Lee St	7/23/2020
369	7/23/2020	Open	Billy Deavers	Internal	Water - Hydrant Inspection	Hydrant		

368	7/22/2020	Closed	Tracy Wright	Internal	Water - Service Disconnect	Disconnect service, Please take a final read	15478 CM Apt 1E	7/22/2020
367	7/22/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Cut grass out cracks of median at Broaddus and 301 intersection and sprav	Broaddus and 301 intersection	7/22/2020
366	7/22/2020	Closed	Shawn Fortune	Internal	Public Works - Sidewalks	Spray sidewalks and mulch beds around Town Hall	117 Butler St.	7/22/2020
365	7/22/2020	Closed	Shawn Fortune	Internal	Public Works - Sidewalks	Cut grass out of cracks and spray sidewalk	Chase St.	7/22/2020
364	7/22/2020	Closed	Tracy Wright	Internal	Water - Meter Re-Read	Meter Read	15478 Rogers Clark Blvd	7/22/2020
363	7/22/2020	Closed	Shawn Fortune	Internal	Public Works - Sidewalks	Remove tree branch from sidewalk	248 North Main St	7/22/2020
362	7/22/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Maintenance	Put sand in #4 bed and level it out	219 Anderson Ave	7/22/2020
361	7/21/2020	Closed	Shawn Fortune	Internal	Public Works - Lighting	Replace light bulbs at Town Hall	117 Butler St.	7/21/2020
360	7/21/2020	Closed	Shawn Fortune	Internal	Sewer - Decant	Decant #1 digester	219 Anderson Ave	7/21/2020

359	7/21/2020	Closed	Shawn Fortune	Internal	Sewer - Waste	Waste to digestor #2	219 Anderson Ave	7/21/2020
358	7/21/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #2	219 Anderson Ave	7/21/2020
357	7/21/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #1	219 Anderson Ave	7/21/2020
356	7/20/2020	Closed	Tracy Wright	Citizen	Water - Service Disconnect	Water - Service Disconnect	18123 Coolidge Lane	7/21/2020
355	7/20/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Cut grass around hydrants	Broaddus and Fredericksburg Turnpike ,Farmer drive	7/22/2020
354	7/20/2020	Closed	Tracy Wright	Internal	Water - Meter Read	Read Meter Mon-Wed-Fri	15435 CM Apt 5C	7/24/2020
353	7/20/2020	Closed	Tracy Wright	Citizen	Water - Service Connect	re-connect service	275 Roper Drive	7/20/2020
352	7/18/2020	Closed	Shawn Fortune	Internal	Water - Water Main Repair	Water main repair	207 Milford St.	7/18/2020
351	7/17/2020	Closed	Judy Beazley	Citizen	Water - Service Connect	turn water on	148 E Broaddus Ave	7/17/2020
350	7/17/2020	Closed	Judy Beazley	Citizen	Water - Service Connect	turn water on new customer	16358 Heritage Pines Cir	7/17/2020
349	7/17/2020	Closed	Shawn Fortune	Internal	Public Works - Water Plants	Water plants on Main St.	104 North Main	7/17/2020
348	7/16/2020	Closed	Tracy Wright	Citizen	Water - Customer Complaint	Complaint low water pressure	122 Dorsey Lane	7/16/2020

347	7/16/2020	Closed	Judy Beazley	Citizen	Public Works - Garbage	new recycle and trash can pick up broken ones	255 Milford st	7/16/2020
346	7/16/2020	Open	Judy Beazley	Citizen	Water - Service Connect	turn water on in customer Preferred Real Estate	15370 Hilldale Ave	
345	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
344	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
343	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
342	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
341	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
340	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
339	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
338	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
337	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		

336	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
335	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
334	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
333	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant		
332	7/16/2020	Open	Billy Deavers	Internal	Water - Hydrant Repair	Hydrant stem is broken	chase street	
331	7/16/2020	Closed	Shawn Fortune	Internal	Public Works - Building Maintenance	Scrap paint off the front of building	109 Courthouse Lane	7/20/2020
330	7/16/2020	Closed	Shawn Fortune	Internal	Public Works - Trimming	Trim under growth from trees in parking lot	117 Butler St.	7/16/2020
329	7/16/2020	Closed	Shawn Fortune	Internal	Water - Service Connect	Reconnect water service	144 Chase St.	7/15/2020
328	7/15/2020	Closed	Shawn Fortune	Internal	Water - Service Connect	Cut water on after hours	15421 CM Apt 1A	7/15/2020
327	7/16/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Town Hall	117 Butler St.	7/16/2020
326	7/15/2020	Open	Tracy Wright	Internal	Public Works - Building Maintenance	Replace light bulb in ladies bathroom	117 Butler Street	
325	7/15/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #5	219 Anderson Ave	7/15/2020

324	7/14/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow grass at plant	219 Anderson Ave	7/14/2020
323	7/13/2020	Closed	Judy Beazley	Citizen	Public Works - Building Maintenance	fix Judy's chair	117 Butler St	
322	7/10/2020	Open	Billy Deavers	Internal	Water - Replace Hydrant	Hydrant	117 Butler Road	
321	7/10/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Repaint curbs on Main St that need touching up.	North Main St.	7/14/2020
320	7/9/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Pressure wash all lawn equipment	219 Anderson Ave	7/9/2020
319	7/10/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Mark utilities	148 Maury Ave	7/10/2020
318	7/10/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Mark utilities	14384 Crystal Ct	7/10/2020
317	7/10/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #3	219 Anderson Ave	7/10/2020
316	7/9/2020	Open	Tracy Wright	Citizen	Public Works - Garbage	PU extra recycle can	284 Meadow Lane	
315	7/9/2020	Open	Billy Deavers	Internal	Water - Water Main Repair	Hydrant	MAIN STREET	
314	7/9/2020	Closed	Judy Beazley	Citizen	Water - Service Connect	turn water on	122 Dorsey Ln	7/9/2020
313	7/9/2020	Closed	Tracy Wright	Internal	Water - Service Disconnect	Water - Service Disconnect	15463 CM Apt 1F	7/9/2020
312	7/9/2020	Closed	Tracy Wright	Internal	Water - Service Disconnect	Water - Service Disconnect	15421 CM Apt 1A	7/9/2020

311	7/9/2020	Closed	Tracy Wright	Internal	Water - Service Disconnect	Water - Service Disconnect	115 N Main Street	7/9/2020
310	7/9/2020	Closed	Tracy Wright	Internal	Water - Service Disconnect	Water - Service Disconnect	148 E Broaddus Ave	7/9/2020
309	7/9/2020	Closed	Tracy Wright	Internal	Water - Service Disconnect	Water - Service Disconnect	162 Broaddus Ave	7/9/2020
308	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Water Plants	Water plants on Main St.	North Main St.	7/9/2020
307	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Mark utilities	145 Martin St to Milford St	7/8/2020
306	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow well 5	West Broaddus Ave	7/8/2020
305	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Milford St. business	104 Milford St.	7/8/2020
304	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Park and Ride	104 Chase St.	7/8/2020
303	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Bowling Green Meadows liftstation	Roper Dr.	7/8/2020
302	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Police Department, playground and well 1	105 Butler St.	7/9/2020
301	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Town Hall	117 Butler St.	7/9/2020
300	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow welcome sign	Fredericksburg Turnpike	7/7/2020
299	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow VDOT water tower	13329 Fredericksburg Tnpk	7/8/2020

298	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow traffic light at North Main	North Main St.	7/8/2020
297	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Bowling Green Meadows Park	Dickinson Drive	7/8/2020
296	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow South Main medians	211 South Main	7/8/2020
295	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow 301 and Broaddus intersection	A P Hill Blvd & Broaddus	7/8/2020
294	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow 301 Billboard	A P Hill Blvd	7/8/2020
293	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow 301 liftstation	A P Hill Blvd	7/8/2020
292	7/8/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow 301 welcome sign	A P Hill Blvd	7/8/2020
291	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Cedar Lane warehouse	109 Cedar Lane	7/7/2020
290	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow old Maury well	209 Maury Ave	7/7/2020
289	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Maury Heights liftstation	Coolidge Lane	7/7/2020
288	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow 207 Billboard	Rogers Clark Blvd	7/8/2020
287	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Heritage Pines liftstation	Heritage Pines Circle	7/7/2020
286	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow welcome sign	Rogers Clark Blvd	7/8/2020

285	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Lacy Lane liftstation	102 Lacy Lane	7/7/2020
284	7/7/2020	Closed	Shawn Fortune	Citizen	Sewer - Other	Seeing if a connection can be made to sewer	115 Sunset	7/7/2020
283	7/7/2020	Closed	Shawn Fortune	Citizen	Public Works - Other	Mark utilities	134 Maury Ave	7/7/2020
282	7/7/2020	Closed	Shawn Fortune	Citizen	Public Works - Other	Mark utilities	328 N. Main St.	7/7/2020
281	7/7/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Maintenance	Seal and fill #3 bed	219 Anderson Ave	7/7/2020
280	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Repairs	Sharpen blades on mower	219 Anderson Ave	7/7/2020
279	7/7/2020	Closed	Shawn Fortune	Internal	Sewer - Waste	Waste to digester #2	219 Anderson Ave	7/7/2020
278	7/7/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow grass at plant	219 Anderson Ave	7/7/2020
277	7/6/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Fill #3 bed	219 Anderson Ave	7/6/2020
276	7/6/2020	Closed	Shawn Fortune	Citizen	Water - Service Connect	Cut service on	16362 Heritage Pine Circle	7/6/2020
275	7/6/2020	Open	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #4	219 Anderson Ave	
274	7/6/2020	Open	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #4	219 Anderson Ave	

273	7/6/2020	Open	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #4	219 Anderson Ave	
272	7/6/2020	Open	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #4	219 Anderson Ave	
271	7/6/2020	Open	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #4	219 Anderson Ave	
270	7/6/2020	Open	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #4	219 Anderson Ave	
269	7/6/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #4	219 Anderson Ave	7/6/2020
268	7/2/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Move branches out the road on Maury Ave	209 Maury Ave	7/2/2020
267	7/2/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Maintenance	Seal drying bed #5	219 Anderson Ave	7/2/2020
266	7/2/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Mark utilities	102 Lakewood Dr	7/2/2020
265	7/2/2020	Open	Shawn Fortune	Citizen	Public Works - Other	Customer wants to fill pool	128 Lafayette	
264	7/2/2020	Closed	Shawn Fortune	Internal	Water - Detect Water Leak	Check meter for water leak	17393 Harding Dr.	7/2/2020
263	7/2/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #2	219 Anderson Ave	7/2/2020
262	7/2/2020	Closed	Shawn Fortune	Internal	Sewer - Drying Bed-Fill/Remove	Remove drying bed #1	219 Anderson Ave	7/2/2020

261	7/2/2020	Closed	Shawn Fortune	Internal	Public Works - Water Plants	Water planters	North Main St.	7/2/2020
260	7/2/2020	Closed	Shawn Fortune	Citizen	Water - Water Line Repair	Customer wants to replace water line from house to meter	141 South Main St.	7/2/2020
259	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Other	Mark utilities	16468 Schools Rd	7/1/2020
258	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Water Plants	Water plants on Main St.	104 North Main	7/1/2020
257	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Cedar Lane warehouse	109 Cedar Lane	7/1/2020
256	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Lacy Lane liftstation	102 Lacy Lane	7/1/2020
255	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Milford St. business	104 Milford St.	7/1/2020
254	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Town Hall	117 Butler St.	7/1/2020
253	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Park and Ride	104 Chase St.	7/1/2020
252	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Bowling Green Meadows liftstation	Roper Dr.	7/1/2020
251	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Bowling Green Meadows Park	Dickinson Drive	7/1/2020
250	7/1/2020	Closed	Shawn Fortune	Internal	Public Works - Mowing	Mow Police Department, playground and well 1	105 Butler St.	7/1/2020



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING MONTHLY REPORT / PROJECT UPDATE

AGENDA ITEM: Economic Dev. & Events Coordinator Council Monthly Report for JULY 2020

DATE: 07/31/20

PREPARED BY: Jo-Elsa Jordan

MONTHLY REPORT / PROJECT UPDATE:

Economic Development:

- Attend Planning Commission meeting on 7/20/20, representing the EDA on discussions of the Future Use Map.
- Record and publish meeting minutes for the Planning Commission meeting on 7/20/20.
- Prepare meeting packet for EDA meeting on 7/27/20.
- Attend 7/27/20 EDA meeting, record minutes and publish.
- Inform EDA of CARES Act funding through Covid Relief Funding (CRF) and discuss allocation of \$104,695 from Caroline County.
- Coordinate schedules with EDA and interested prospects for development of the Rt. 301 corridor.
- Conference call with EDA Board Members and prospect developers/investors for Rt. 301 corridor on 7/9/20.
- Attend CARES Act Work Session with Town Council on 7/28/20.
- Attend virtual meeting with Fredericksburg Economic Development and GOVA to discuss GOVA funding for small business assistance with online presence and improvement.
- Meeting with Economic Development and Tourism Director, Gary Wilson, to discuss CARES Act funding on 7/29/20.
- Meeting with PC Chair, Town Manager and developers to discuss potential for high-density residential project in Bowling Green.
- Begin discussions with King William County about plans for CARES Act funding and implementation of a voucher system program.
- Create letter on behalf of Town Manager outlining how CARES Act funding will be expended.

Harvest Festival:

- Coordinate with office staff to put cancellation procedures in place for vendors that have already registered for 2020 (i.e. reimbursement or roll over to 2021).
- Email contract vendors (i.e. Main Stage, Chapman Magic, Caroline County Ag Fair, etc.).

Community Relations:

- Regular social media posts.
- Community Heart & Soul; Conference call with Fredericksburg Area Association of Realtors to discuss grant funding.
- Community Heart & Soul; Prepare "ask" letter for funding.
- Community Heart & Soul; Attend practice session for Phase II training on 7/30/20.
- Community Heart & Soul; Facilitate ordering "Reveal Items" (i.e. banner and rack cards).
- BGVA Community Alliance; Attend Zoom meeting on June 15, 2020 at 6:00 p.m.; Receive and distribute "closeout" letter for DHCD grant.

- The Painted Horse; Attend collaborative meeting on 7/16/20 with business owners to discuss upcoming event showcasing paintings of five (5) historic homes in Caroline County and online bidding event.
- The Painted Horse; send blanket email to local/regional contacts to promote the event.
- The Painted Horse; create Facebook event.
- The Painted Horse; secure advertising in A.P. Hill monthly newsletter.
- Attend meeting with MWR Community Relations Director on 7/30/20

Music on the Green:

- Finalize marketing graphic.
- Secure W9 forms from all performers as needed for Accounts Payable procedure.
- Review T-shirt proposal from BGVA Community Alliance and offer volunteer opportunities for the group to associate itself with the Town event.
- Create Facebook event.

Farmers Market

- General Facebook posts.
- Update website with Mayberry Days cancellation.

COVID-19

- Continue monitoring local, regional, state and national events as a guideline for Bowling Green events.
- Researching various state and federal relief funding for small businesses.

Misc:

- iWorQs training
- Municode training with newly appointed Police Chief
- Monday staff meetings.
- Complete staff report for August meeting packet.



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

July 17, 2020

Ms. Melissa Lewis
Town Treasurer
Town of Bowling Green
P.O. Box 468
Bowling Green, Virginia 22427

Dear Ms. Lewis:

This letter is to inform you that the Department of Housing and Community Development will close your organization's 2020 DHCD Commercial District Affiliate Grant, Bowling Green Affiliate Main Street Project. The Town of Bowling Green satisfactorily completed the requirements of this grant.

Please continue to update Virginia Main Street if you receive further press or community comments on the value of the project. Congratulations on your continued leadership in support of a vibrant downtown.

Please contact your Community Revitalization Specialist, Kyle Meyer, at 804-371-7078 if you have any questions.

Sincerely,

Joy Rumley
Program Manager

C: Kyle Meyer, DHCD

Partners for Better Communities



www.dhcd.virginia.gov

Community Heart & Soul®

— Guided by what matters most —



Jo-Elsa Jordan, Economic Development Coordinator
Town of Bowling Green
117 Butler Street
Bowling Green, VA 22427

Kim McClellan, RCE/Public Policy Director
Fredericksburg Area Association of Realtors
2050 Gordon W. Shelton Blvd
Fredericksburg, VA 22401

July 21, 2020

Dear Ms. McClellan,

Thank you for taking the time last week to speak with myself and Sam Frye, Project Coordinator for Community Heart & Soul in Bowling Green. We are delighted to know that FAAR is actively engaging in helping local communities through funding for beautification projects and volunteerism.

As discussed, Community Heart & Soul is currently in the process of designing a community garden for families and residents to enjoy. The community garden offers an opportunity for Bowling Green residents to get involved and feel a sense of investment in their town. Additionally, the site can be seen as an added amenity for folks that have just moved to Bowling Green or to those that are actively looking for real estate opportunities in town. For this reason, we believe that this project is directly in line with FAAR's objective to enrich communities through beautification and thereby, making Bowling Green a more appealing place to invest and live.

On behalf of Community Heart & Soul, I would like to humbly request the allocation of \$500.00 to be used for the project described above. Thank you and all of those at FAAR for your consideration and for your commitment to enhance Bowling Green's position as a vibrant and charming place to live and invest.

Yours very truly,

Jo-Elsa Jordan

CC: Sam Frye, Community Heart & Soul

Caroline Historic Homes Art Exhibit & Silent Auction

The Gallery Hall at The Painted Horse

114 N. Main Street, Bowling Green, Virginia

Exhibit opens on August 7, 2020

Meet the Artists on August 21, from 6-8 PM

Bid for Paintings from August 7 - September 11

online at Thepaintedhorse.org



5 Artists ~ 5 Historic Homes ~ Benefiting 5 Local Charities!

Hampton Manor ~ Helen Butler

Green Falls ~ Jan Duffy

The Old Mansion ~ Lee Gotschalk

Spring Grove ~ Trish Hill

Mulberry Place ~ Rebecca Sullivan

***Also featuring local photographer Alan Hite
Experience Caroline County through his lens!***





Mr. Charles Culley
County Administrator
212 North Main Street
P.O. Box 447
Bowling Green, VA 22427

Dear Mr. Culley,

The Bowling Green Town Council looks forward to receiving allocated funds through the CARES Act and Coronavirus Relief Funds (CRF) to offset hardships resulting from COVID-19. As per your request, below is a list of eligible items for expending the allocated amount of \$104,695.

- \$20,000 for audio/visual equipment required for virtual meetings and needed to sustain continuity in government operations with Town Council, Boards, Commissions and the public.
- \$10,000 for Personal Protective Equipment (PPE).
- \$84,685.00 for small business relief programs and grants.

Our sincere thanks to the Caroline County Board of Supervisors for its support. Please do not hesitate to contact me directly with questions or concerns.

Sincerely,

A. Reese Peck
Town Manager

Town of Bowling Green
117 Butler Street ♦ P.O. Box 468 ♦ Bowling Green, VA 22427
(804) 633-6212 – Business Offices
www.townofbowlinggreen.com



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
MONTHLY REPORT / PROJECT UPDATE**

AGENDA ITEM: Town Clerk/Treasurer's Monthly Report to Council July 2020

DATE: July 30, 2020

PREPARED BY: Melissa Lewis

MONTHLY REPORT / PROJECT UPDATE:

- Updated Town Website. (contacts, news, meeting schedules, forms, documents)
- Prepared GL adjustments in preparation for FY20 year end.
- Prepared reconciliations for FY20 Audit.
- Continued cash reconciliations.
- Finalized FY21 budget entry and appropriation.
- Performed multiple HR functions to include recruitment of new Utilities Dept. staff and set up of new employee.

Meetings/Training attended:

- June 25th Town Council Meeting
- 2 Special Town Council Meetings
- Town Council Work session
- Planning Commission Meeting
- 2 meetings w /EDA Coordinator to discuss CARES Act Funding
- Weekly Staff meetings
- Meeting w/ Engineer to discuss meter selection for Water System Project
- iWorQ training sessions to include Work Order Management, Utility Management, Code and Permit Enforcement.

Attachments:

None.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
MONTHLY REPORT / PROJECT UPDATE**

AGENDA ITEM: Town Manager's Monthly Report for July 2020

DATE: July 31, 2020

PREPARED BY: Reese Peck

MONTHLY REPORT / PROJECT UPDATE:

Town Council: July's regular meeting held on June 25, 2020. Town Council CARES Act work session on July 28, 2020.

Town Council Committees: Sidewalks & Streets

ATTACHMENTS:

None

HEADS UP ITEMS:

The Town of Bowling Green's Water System Rehabilitation Phase One bid documents and specifications are currently be reviewed by USDA and will going to bid presently.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: July 2020 Bills
ITEM TYPE: Consent Agenda
PURPOSE OF ITEM: Decision - By Motion
PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Invoices for items purchased and services rendered in July 2020

ATTACHMENTS:

Check Reports:

- 7/21/2020
- 7/24/2020
- 7/28/2020
- 7/31/2020

REQUESTED ACTION:

Approve invoices.

API00B 7/21/2020 TOWN OF BOWLING GREEN
 TIME-12:10:02

A/P CHECK REGISTER
 Check Date - 7/21/2020

AcPRd - 2020/07

PAGE

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25400	18	A & M HOME CENTER	000	7/21/2020	139.51	.00
25401	18	A & M HOME CENTER	000	7/21/2020	4.49	.00
25402	865	CASH	000	7/21/2020	80.72	.00
25403	14	CINTAS OF RICHMOND	000	7/21/2020	659.92	.00
25404	1058	DIAMOND SPRINGS	000	7/21/2020	20.95	.00
25405	341	DOMINION CHEMICAL CO	000	7/21/2020	384.75	.00
25406	10	DOMINION VIRGINIA POWER	000	7/21/2020	6,087.55	.00
25407	234	ENVIROCOMPLIANCE LAB INC	000	7/21/2020	1,175.00	.00
25408	28	G & G MILFORD FARM SERV.	000	7/21/2020	583.18	.00
25409	683	LADYSMITH HEATING AND	000	7/21/2020	509.00	.00
25410	1046	SKYLINE WINDOWS	000	7/21/2020	4,532.45	.00
25411	918	STAPLES ADVANTAGE	000	7/21/2020	351.74	.00
25412	148	THE FREE LANCE STAR	000	7/21/2020	481.00	.00
25413	1002	VACORP	000	7/21/2020	187.92	.00
25414	256	VERIZON WIRELESS	000	7/21/2020	432.55	.00
25415	44	VUPS	000	7/21/2020	42.00	.00
25416	12	WASTE MANAGEMENT	000	7/21/2020	8,199.54	.00
25417	1049	WEX BANK	000	7/21/2020	798.75	.00
25418	878	WHITE OAK ELECTRIC	000	7/21/2020	5,705.60	.00
25419	451	XEROX CORPORATION	000	7/21/2020	300.96	.00
		CLASS TOTAL			30,677.58	.00
		ACH TOTAL			.00	
		CHECK TOTAL			30,677.58	
		EPY TOTAL			.00	
		FINAL TOTAL			30,677.58	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 30,677.58- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____

TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCT#	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INVENTORY DESCRIPTION
0000000	000018	A & M HOME CENTER	STATEMENT ADJUS	6/30/2020		4500-500100-6001-	24.83-	25400		OFFICE SUPPLIES/EQUIPMENT	00821 STATEMENT ADJUSTME
0000000	000018		C38388	6/30/2020		4100-043100-6007-	69.89	25400		REPAIR/ MAINT TOWN BUILDINGS	00821 MENS ROOM TH
0000000	000018		B39673 CR	6/30/2020		4520-500100-6007-	23.99-	25400		REPAIR/ MAINTENANCE	00821 PAID CC & CR#25208
0000000	000018		B42235	6/30/2020		4100-043100-6007-	36.54	25400		REPAIR/ MAINT TOWN BUILDINGS	00821 PAINT SUPPLIES MEN
0000000	000018		C38916	6/30/2020		4100-043100-6005-	26.98	25400		JANITORIAL SUPPLIES	00821 THE CLEANING SUPPLI
0000000	000018		B42167	6/30/2020		4500-500100-6009-	19.97	25400		EQUIPMENT/SUPPLIES	00821 PUSH BROOM
0000000	000018		C37258	6/30/2020		4100-043100-7200-	12.48	25400		TOWN HALL EXPENSES	00821 TH CLEANING SUPPLI
0000000	000018		B42252	6/30/2020		4100-012110-6001-	9.99	25400		OFFICE/MEETING SUPPLIES & PHOTOCOPIERS	00821 BATTERIES FOR MICS
0000000	000018		B42854	6/30/2020		4520-500100-6007-	7.49	25400		REPAIR/ MAINTENANCE	00821 SOCKET SET
0000000	000018		B42382	6/30/2020		4100-043100-6007-	4.99	25400		REPAIR/ MAINT TOWN BUILDINGS	00821 109 COURTHOUSE IN
			DISC. TOTAL				.00			TOTAL	139.51
			CHECK TOTAL				139.51				
			ACH PMT TOTAL				.00				
0000000	000018	A & M HOME CENTER	B41944	6/30/2020		4520-500100-6007-	4.49	25401		REPAIR/ MAINTENANCE	00821 NYLON TWINE
			DISC. TOTAL				.00			TOTAL	4.49
			CHECK TOTAL				4.49				
			ACH PMT TOTAL				.00				
0000000	000865	CASH	A&M HOME	6/30/2020		4100-012110-5840-	5.99	25402		MISCELLANEOUS	00821 ADHESIVE HOOKS
0000000	000865		BG POST OFFICER2	6/30/2020		4100-012110-5210-	6.85	25402		POSTAGE	00821 POSTAGE
0000000	000865		BG POST OFFICER3	6/30/2020		4100-012110-5210-	4.80	25402		POSTAGE	00821 POSTAGE
0000000	000865		DOLLAR GENERAL12	6/30/2020		4100-012110-5840-	3.69	25402		MISCELLANEOUS	00821 CANDY FOR JAR
0000000	000865		DOLLAR GENERAL12	6/30/2020		4100-043100-6005-	7.80	25402		JANITORIAL SUPPLIES	00821 CLOROX TABLETS
0000000	000865		DOLLAR GENERAL13	6/30/2020		4100-012110-5840-	4.21	25402		MISCELLANEOUS	00821 FORKS & SPOONS
0000000	000865		DOLLAR GENERAL14	6/30/2020		4100-012110-5830-	12.64	25402		COVID-19 EXPENSES	00821 COVID-19 SUPPLIES
0000000	000865		DOLLAR GENERAL15	6/30/2020		4100-043100-6005-	10.53	25402		JANITORIAL SUPPLIES	00821 TH CLEANING SUPPLI
0000000	000865		FED EX	6/30/2020		4100-012110-5210-	4.78	25402		POSTAGE	00821 POSTAGE
0000000	000865		WALMART 1	6/30/2020		4100-012110-5840-	19.43	25402		MISCELLANEOUS	00821 CANDY JAR GOODIES
			DISC. TOTAL				.00			TOTAL	80.72
			CHECK TOTAL				80.72				
			ACH PMT TOTAL				.00				
0000000	000014	CINTAS OF RICHMOND	4052308893	6/30/2020		4100-043100-6011-	44.47	25403		UNIFORMS/ SAFETY EQUIP	00821 UNIFORMS
0000000	000014		4052308893	6/30/2020		4500-500100-6011-	30.69	25403		UNIFORMS/SAFETY EQUIP	00821 UNIFORMS
0000000	000014		4052308893	6/30/2020		4520-500100-6011-	89.82	25403		UNIFORMS/ SAFETY EQUIPMENT	00821 UNIFORMS
0000000	000014		4053048893	6/30/2020		4100-043100-6011-	44.47	25403		UNIFORMS/SAFETY EQUIP	00821 UNIFORMS
0000000	000014		4053694321	6/30/2020		4100-043100-6011-	44.47	25403		UNIFORMS/SAFETY EQUIP	00821 UNIFORMS
0000000	000014		4053694321	6/30/2020		4500-500100-6011-	30.69	25403		UNIFORMS/SAFETY EQUIP	00821 UNIFORMS
0000000	000014		4053694321	6/30/2020		4520-500100-6011-	89.82	25403		UNIFORMS/ SAFETY EQUIPMENT	00821 UNIFORMS
0000000	000014		4054271952	6/30/2020		4100-043100-6011-	44.47	25403		UNIFORMS/SAFETY EQUIP	00821 UNIFORMS
0000000	000014		4054271952	6/30/2020		4500-500100-6011-	30.69	25403		UNIFORMS/SAFETY EQUIP	00821 UNIFORMS
0000000	000014		4054271952	6/30/2020		4520-500100-6011-	89.82	25403		UNIFORMS/ SAFETY EQUIPMENT	00821 UNIFORMS
			DISC. TOTAL				.00			TOTAL	659.92
			CHECK TOTAL				659.92				
			ACH PMT TOTAL				.00				
0000000	001058	DIAMOND SPRINGS	0000115437	6/30/2020		4100-043100-7200-	20.95	25404		TOWN HALL EXPENSES	00821 JO'S WATER COOLER
			DISC. TOTAL				.00			TOTAL	20.95
			CHECK TOTAL				20.95				
			ACH PMT TOTAL				.00				
0000000	000341	DOMINION CHEMICAL CO	56000273	6/30/2020		4520-500100-6004-	384.75	25405		LAB SUPPLIES/CHEMICALS	00821 SODIUM HYPOCHLORIT
			DISC. TOTAL				.00			TOTAL	384.75
			CHECK TOTAL				384.75				
			ACH PMT TOTAL				.00				
0000000	000010	DOMINION VIRGINIA POWER	2020-06	6/30/2020		4100-043100-7200-	359.52	25406		TOWN HALL EXPENSES	00821 TH
0000000	000010		2020-06	6/30/2020		4100-043100-7200-	45.05	25406		TOWN HALL EXPENSES	00821 109 COURTHOUSE IN
0000000	000010		2020-06	6/30/2020		4100-043100-5110-	44.87	25406		ELECTRICITY-STREETLIGHTS	00821 MAIN ST LIGHTS
0000000	000010		2020-06	6/30/2020		4100-043100-5110-	1,669.28	25406		ELECTRICITY-STREETLIGHTS	00821 BUT/CHAIR ST LIGHT

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCEL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	A/C HCH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000010		2020-06	6/30/2020		4100-031100-5110-	55.42	25406		ELECTRICITY	00821 PC
0000000	000010		2020-06	6/30/2020		4500-500100-5110-	120.55	25406		ELECTRICITY	00821 BUT GROUND TANK
0000000	000010		2020-06	6/30/2020		4500-500100-5110-	442.34	25406		ELECTRICITY	00821 BUT/CHAIR WTR TWR
0000000	000010		2020-06	6/30/2020		4500-500100-5110-	859.64	25406		ELECTRICITY	00821 WEL# 5
0000000	000010		2020-06	6/30/2020		4520-500100-5110-	2,312.83	25406		ELECTRICITY	00821 WWP
0000000	000010		2020-06	6/30/2020		4520-500100-5110-	17.58	25406		ELECTRICITY	00821 ROGERS CLARK PMP ST
0000000	000010		2020-06	6/30/2020		4520-500100-5110-	81.38	25406		ELECTRICITY	00821 SCHOOL RD PMP STAT
0000000	000010		2020-06	6/30/2020		4520-500100-5110-	59.32	25406		ELECTRICITY	00821 CHASE ST PMP STAT
0000000	000010		2020-06	6/30/2020		4520-500100-5110-	19.77	25406		ELECTRICITY	00821 LACY LN PMP STAT
		DISC. TOTAL					.00				6,087.55
		CHECK TOTAL									
0000000	000234	ENVIROCOMPLIANCE LAB INC	R0647297	6/30/2020		4520-500100-3160-	115.00	25407		TESTING	00821 TESTING
0000000	000234		R0647315	6/30/2020		4520-500100-3160-	115.00	25407		TESTING	00821 TESTING
0000000	000234		R0647351	6/30/2020		4520-500100-3160-	155.00	25407		TESTING	00821 TESTING
0000000	000234		R0647465	6/30/2020		4520-500100-3160-	135.00	25407		TESTING	00821 TESTING
0000000	000234		R0647486	6/30/2020		4520-500100-3160-	115.00	25407		TESTING	00821 TESTING
0000000	000234		R0647528	6/30/2020		4520-500100-3160-	155.00	25407		TESTING	00821 TESTING
0000000	000234		R0647642	6/30/2020		4520-500100-3160-	115.00	25407		TESTING	00821 TESTING
0000000	000234		R0647672	6/30/2020		4520-500100-3160-	115.00	25407		TESTING	00821 TESTING
0000000	000234		R0648829	6/30/2020		4520-500100-3160-	155.00	25407		TESTING	00821 TESTING
		DISC. TOTAL					.00				1,175.00
		CHECK TOTAL									
0000000	00028 G & G MILFORD FARM SERV.	R85759	6/30/2020	6/30/2020		4500-500100-6007-	29.99	25408		REPAIR/MAINTENANCE	00821 US FLAG
0000000	00028	R85612	6/30/2020	6/30/2020		4500-500100-6007-	17.99	25408		REPAIR/MAINTENANCE	00821 MARINE HOSE
0000000	00028	R85645	6/30/2020	6/30/2020		4100-043100-7110-	535.20	25408		PARKING LOT/STREET/SIDEMALK	00821 FLOWERS MAIN ST
		DISC. TOTAL					.00				583.18
		CHECK TOTAL									
0000000	000683 LADYSMITH HEATING AND	283	6/30/2020	6/30/2020		4100-043100-7200-	509.00	25409		TOWN HALL EXPENSES	00821 TH OUT DOOR UNIT
		DISC. TOTAL					.00				509.00
		CHECK TOTAL									
0000000	001046 SKYLINE WINDOWS	20200630	6/30/2020	6/30/2020		4100-043100-6007-	4,532.45	25410		REPAIR/ MAINT TOWN BUILDINGS	00821 WINDOWS/DOOR 109 C
		DISC. TOTAL					.00				4,532.45
		CHECK TOTAL									
0000000	000918 STAPLES ADVANTAGE	18432480102	6/30/2020	6/30/2020		4100-012410-6001-	42.17	25411		OFFICE SUPPLIES & PRINTING	00821 COPIER PAPER 3 HOL
0000000	000918	730699279903	6/30/2020	6/30/2020		4100-012410-6001-	29.59	25411		OFFICE SUPPLIES & PRINTING	00821 PAPER TOWELS
0000000	000918	730814399001	6/30/2020	6/30/2020		4100-012410-6001-	89.99	25411		OFFICE SUPPLIES & PRINTING	00821 OFFICE CHAIR
0000000	000918	730814399002	6/30/2020	6/30/2020		4100-012410-6001-	189.99	25411		OFFICE SUPPLIES & PRINTING	00821 OFFICE CHAIR
		DISC. TOTAL					.00				351.74
		CHECK TOTAL									
0000000	000148 THE FREE LANCE STAR	2020-06	6/30/2020	6/30/2020		4100-012110-3600-	184.40	25412		ADVERTISING	00821 PH
0000000	000148	2020-06	6/30/2020	6/30/2020		4100-012110-3600-	296.60	25412		ADVERTISING	00821 PH
		DISC. TOTAL					.00				481.00
		CHECK TOTAL									
0000000	001002 VACORP	2020-06	6/30/2020	6/30/2020		4100-012110-2500-	22.16	25413		DISABILITY INSURANCE - VML	00821 HYBRID
0000000	001002	2020-06	6/30/2020	6/30/2020		4100-012410-2500-	41.72	25413		HYBRID DISABILITY INSURANCE	00821 HYBRID
0000000	001002	2020-06	6/30/2020	6/30/2020		4100-043100-2500-	26.04	25413		HYBRID DISABILITY INSURANCE	00821 HYBRID
0000000	001002	2020-06	6/30/2020	6/30/2020		4500-500100-2500-	13.91	25413		HYBRID DISABILITY INS	00821 HYBRID
0000000	001002	2020-06	6/30/2020	6/30/2020		4520-500100-2500-	84.09	25413		HYBRID DISABILITY INS	00821 HYBRID
		DISC. TOTAL					.00				187.92
		CHECK TOTAL									
0000000	000256 VERIZON WIRELESS	9857022868	6/30/2020	6/30/2020		4100-031100-5230-	62.52	25414		TELECOMMUNICATIONS	00821 PC

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCTRI	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000256		9857022868	6/30/2020		4100-043100-5230-	100.81	25414		TELECOMMUNICATIONS	00821 PW
0000000	000256		9857022868	6/30/2020		4100-012110-5250-	47.52	25414		TELECOMMUNICATIONS	00821 TM
0000000	000256		9857022868	6/30/2020		4100-012410-5230-	20.08	25414		TELECOMMUNICATIONS	00821 TC
0000000	000256		9857022868	6/30/2020		4500-500100-5230-	100.81	25414		TELECOMMUNICATIONS	00821 WATER
0000000	000256		9857022868	6/30/2020		4520-500100-5230-	100.81	25414		TELECOMMUNICATIONS	00821 SEWER
	DISC. TOTAL		CHECK TOTAL				.00				432.55
0000000	000044	VUPS	06200447	6/30/2020		4500-500100-5899-	42.00	25415		MISS UTILITY COSTS	00821 TRANSMISSIONS
	DISC. TOTAL		CHECK TOTAL				.00				42.00
0000000	000012	WASTE MANAGEMENT	271388902816	6/30/2020		4100-043100-7130-	1,318.71	25416		REFUSE COLLECTION	00821 DUMPS
0000000	000012		271451502816	6/30/2020		4520-500100-3180-	917.73	25416		SLUDGE REMOVAL	00821 SLUDGE
0000000	000012		344316224247	6/30/2020		4100-043100-7130-	5,963.10	25416		REFUSE COLLECTION	00821 RESIDENTS
	DISC. TOTAL		CHECK TOTAL				.00				8,199.54
0000000	001049	WEX BANK	66379704	6/30/2020		4100-031100-6008-	205.02	25417		VEHICLE FUEL/OIL	00821 PC
0000000	001049		66379704	6/30/2020		4100-043100-6008-	197.91	25417		VEHICLE FUEL/OIL	00821 PW
0000000	001049		66379704	6/30/2020		4500-500100-6008-	197.91	25417		VEHICLE FUEL/OIL	00821 WATER
	DISC. TOTAL		CHECK TOTAL				.00				798.75
0000000	000878	WHITE OAK ELECTRIC	3069	6/30/2020		4520-500100-6007-	1,958.00	25418		REPAIR/ MAINTENANCE	00821 WWTTP FLOW METER
0000000	000878		3069	6/30/2020		4520-500100-6007-	690.00	25418		REPAIR/ MAINTENANCE	00821 YARD HY BG MEADOWS
0000000	000878		3069	6/30/2020		4520-500100-6007-	1,057.60	25418		REPAIR/ MAINTENANCE	00821 YARD HY OXY DITCH
0000000	000878		3070	6/30/2020		4520-500100-6007-	2,000.00	25418		REPAIR/ MAINTENANCE	00821 WWTTP ROTOR ASSY
	DISC. TOTAL		CHECK TOTAL				.00				5,705.60
0000000	000451	XEROX CORPORATION	010655375	6/30/2020		4100-012410-3310-	300.96	25419		OFFICE EQUIPMENT	00821 2020-06
	DISC. TOTAL		CHECK TOTAL				.00				300.96
			CHECK TOTAL				.00				30,677.58
			CHECK TOTAL				.00				30,677.58

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 30,677.58 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

AP100B 7/23/2020 TOWN OF BOWLING GREEN
 TIME-15:21:56

A/P CHECK REGISTER
 Check Date - 7/24/2020

ACCPD - 2020/07

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25420	944	ATLANTIC BROADBAND /	000	7/24/2020	244.40	.00
25421	201	BAI TREASURERS' USER	000	7/24/2020	350.00	.00
25422	1033	BOBCAT OF RICHMOND	000	7/24/2020	7,200.00	.00
25423	897	CINTAS CORPORATION	000	7/24/2020	63.22	.00
25424	1081	IWORO	000	7/24/2020	11,000.00	.00
25425	743	LOCAL SERVICES	000	7/24/2020	90.00	.00
25426	919	PRO SHRED SECURITY	000	7/24/2020	45.00	.00
25427	321	PROFESSIONAL LOCK	000	7/24/2020	761.00	.00
25428	77	VAMWA	000	7/24/2020	220.74	.00
25429	19	VERIZON	000	7/24/2020	737.00	.00
25430	61	VML	000	7/24/2020	26,694.00	.00
25431	728	VRSA INSURANCE	000	7/24/2020	47,630.36	.00
ACH TOTAL					.00	
CHECK TOTAL					47,630.36	
EPY TOTAL					.00	
FINAL TOTAL					47,630.36	.00

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 THE TOTAL 47,630.36- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCR.	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH ACH	BATCH INV. DESCRIPTION
0000000	000944	ATLANTIC BROADBAND /	2020-07	7/24/2020		4100-012410-5230-	120.20	25420		00823 TH
0000000	000944	DISC. TOTAL	2020-07	7/24/2020		4520-500100-5230-	124.20	25420		00823 WWTP
		CHECK TOTAL				.00 CPA PMT TOTAL	.00			244.40
0000000	000201	BAI TREASURERS' USER GROUP	20200724	7/24/2020		4100-012410-5810-	350.00	25421		00823 FY 21 MEMBERSHIP
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			350.00
0000000	001033	BOBCAT OF RICHMOND	CO3179	7/24/2020		4100-043100-7110-	2,400.00	25422		00823 2020 TILT TRAILER
0000000	001033	DISC. TOTAL	CO3179	7/24/2020		4500-500100-6007-	2,400.00	25422		00823 2020 TILT TRAILER
		DISC. TOTAL				4520-500100-6007-	.00			7,200.00
0000000	000897	CINTAS CORPORATION	8404725606	7/24/2020		4520-500100-6011-	63.22	25423		00823 PIST ALDE
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			63.22
0000000	001081	IMORO	2113	7/24/2020		4100-012410-3320-	11,000.00	25424		00823 W/O SOFTWARE
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			11,000.00
0000000	000743	LOCAL SERVICES	60775	7/24/2020		4100-012110-6021-	90.00	25425		00823 2020-07
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			90.00
0000000	000919	PRO SHRED SECURITY	32632	7/24/2020		4100-012110-3140-	45.00	25426		00823 2020-07
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			45.00
0000000	000321	PROFESSIONAL LOCK	464637	7/24/2020		4100-043100-6007-	225.00	25427		00823 REKEY PC OFFICE
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			225.00
0000000	000077	VANWA	20200724	7/24/2020		4520-500100-5613-	761.00	25428		00823 FY21 DUES
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			761.00
0000000	000019	VERIZON	2020-07	7/24/2020		4500-500100-5230-	15.40	25429		00823 18114 COOLIDGE IN
		DISC. TOTAL				4500-500100-5230-	205.34	25429		00823 WELL #5
		CHECK TOTAL				.00 CPA PMT TOTAL	.00			220.74
0000000	000061	VMI	1069	7/24/2020		4100-012110-5810-	737.00	25430		00823 FY21 MEMBERSHIP
		DISC. TOTAL				.00 CPA PMT TOTAL	.00			737.00
0000000	000728	VERSA INSURANCE	20200724	7/24/2020		4100-012110-5300-	14,554.00	25431		00823 INSURANCE
0000000	000728	DISC. TOTAL				4100-043100-5300-	4,200.00	25431		00823 INSURANCE
		DISC. TOTAL				4500-500100-5300-	4,200.00	25431		00823 TOWN INSURANCE-WATER
		DISC. TOTAL				4520-500100-5300-	3,740.00	25431		00823 INSURANCE
		CHECK TOTAL				.00 CPA PMT TOTAL	.00			26,694.00
		CHECK TOTAL				.00 CPA PMT TOTAL	.00			47,630.36
		CHECK TOTAL				.00 CPA PMT TOTAL	.00			47,630.36

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 THE TOTAL 47,630.36 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

TIME-14:20:32
 CHECK# 25432
 25433

VEND# 679
 11
 CLASS 000
 000
 DATE 7/28/2020
 7/28/2020
 AMOUNT 9,324.00
 657.58
 9,981.58
 DISCOUNT .00
 .00
 .00

VENDOR DAVI D L BROOKS HAULING &
 RAPPAHANNOCK ELEC COOP
 CLASS TOTAL
 ACH TOTAL
 CHECK TOTAL
 EPY TOTAL
 FINAL TOTAL

9,981.58
 9,981.58
 .00
 9,981.58
 .00

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 THE TOTAL 9,981.58- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000679	DAVID L BROOKS HAULING &	23152	6/30/2020		4500-500100-6007-	5,436.00	25432			REPAIR/MAINTENANCE	00825 ELM ST
0000000	000679		23153	6/30/2020		4500-500100-6007-	1,420.00	25432			REPAIR/MAINTENANCE	00825 HILLDALE AVE
0000000	000679		23154	6/30/2020		4500-500100-6007-	2,468.00	25432			REPAIR/MAINTENANCE	00825 TINDER DR
		DISC. TOTAL					.00					9,324.00
0000000	000011	RAPPANNOCK ELBC COOP	2020-06	6/30/2020		4100-043100-5110-	73.20	25433			ELECTRICITY-STREETLIGHTS	00825 CEDAR LN WAREHOUSE
0000000	000011		2020-06	6/30/2020		4500-500100-5110-	584.90	25433			ELECTRICITY	00825 WELLS #4
0000000	000011		2020-06	6/30/2020		4500-500100-5110-	151.98	25433			ELECTRICITY	00825 TRANS CEDAR LN
0000000	000011		2020-06	6/30/2020		4500-500100-5110-	21.00	25433			ELECTRICITY	00825 RT 2 TOWER LIGHT
0000000	000011		2020-06	6/30/2020		4520-500100-5110-	27.35	25433			ELECTRICITY	00825 OAK RIDGE PMP STAT
0000000	000011		2020-06	6/30/2020		4520-500100-5110-	103.11	25433			ELECTRICITY	00825 LAKEWOOD PMP STAT
		DISC. TOTAL					.00					657.58
		CHECK TOTAL					9,981.58					9,981.58
		CHECK TOTAL					.00					9,981.58

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 THE TOTAL 9,981.58- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25434	600	BENNETT DEBORAH T	000	7/31/2020	350.00	.00
25435	1080	DAVIS ADRIENNE HUDSON	000	7/31/2020	600.00	.00
25436	1052	ENCO UTILITY SERVICES FLO	000	7/31/2020	534.04	.00
25437	237	GRAINGER	000	7/31/2020	73.92	.00
25438	179	LUCK STONE CORPORATION	000	7/31/2020	496.62	.00
25439	48	MID-ATLANTIC LAB	000	7/31/2020	5,061.00	.00
25440	1015	RED BUD SUPPLY INC	000	7/31/2020	115.69	.00
25441	659	SOMETAL PRODUCTS INC	000	7/31/2020	618.83	.00
25442	918	STAPLES ADVANTAGE	000	7/31/2020	601.60	.00
25443	291	USA BLUE BOOK	000	7/31/2020	446.75	.00
25444	16	VA DEPT OF HEALTH	000	7/31/2020	2,480.95	.00
25445	12	WASTE MANAGEMENT	000	7/31/2020	87.10	.00
		CLASS TOTAL			11,466.50	.00
		ACH TOTAL			.00	
		CHECK TOTAL			11,466.50	
		EPY TOTAL			.00	
		FINAL TOTAL			11,466.50	.00

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 THE TOTAL 11,466.50- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCT	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH ACH	G/L	ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000600	BENNETT DEBORAH T	06-2020-07-2020	7/31/2020	ACH PMT TOTAL	4400-071200-1310-	350.00	25434				TOWN HALL ACTIVITIES	00824 YOGA CLASSES
DISC. TOTAL			0.00		350.00	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	350.00
0000000	001080	DAVIS ADRIENNE HUDSON	20200731	7/31/2020	ACH PMT TOTAL	4400-071200-1230-	600.00	25435				MUSIC ON THE GREEN	00824 2020-08-07 MOG
DISC. TOTAL			0.00		600.00	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	600.00
0000000	001052	ENCO UTILITY SERVICES FLO 11581	11581	7/31/2020	ACH PMT TOTAL	4500-500100-5210-	267.02	25436				MAILING COSTS	00824 AUGUST STATEMENTS
DISC. TOTAL			0.00		534.04	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	534.04
0000000	000237	GRAINGER	9599838688	7/31/2020	ACH PMT TOTAL	4520-500100-6006-	73.92	25437				SMALL TOOLS	00824 LANDSCAPE RAKE
DISC. TOTAL			0.00		73.92	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	73.92
0000000	000179	LUCK STONE CORPORATION	101265036	7/31/2020	ACH PMT TOTAL	4520-500100-6007-	496.62	25438				REPAIR/ MAINTENANCE	00824 SAND FOR WWTP
DISC. TOTAL			0.00		496.62	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	496.62
0000000	000048	MID-ATLANTIC LAB	15638	7/31/2020	ACH PMT TOTAL	4500-500100-6022-	5,061.00	25439				WATER TESTING	00824 TESTING
DISC. TOTAL			0.00		5,061.00	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	5,061.00
0000000	001015	RBD BUD SUPPLY INC	168050	7/31/2020	ACH PMT TOTAL	4100-043100-6011-	38.56	25440				UNIFORMS/ SAFETY EQUIP	00824 COOLING TOWELS
DISC. TOTAL			0.00		168050	ACH PMT TOTAL	38.57	25440				UNIFORMS/ SAFETY EQUIPMENT	00824 COOLING TOWELS
DISC. TOTAL			0.00		115.69	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	115.69
0000000	000659	SOSMETAL PRODUCTS INC	1411954	7/31/2020	ACH PMT TOTAL	4500-500100-6050-	260.04	25441				METER/FIRE HYDRANTS	00824 HANDICAP DARK BLUE
DISC. TOTAL			0.00		1411954	ACH PMT TOTAL	358.79	25441				PLANT & LAB SUPPLIES/CHEMICAL	00824 HYZYMES
DISC. TOTAL			0.00		618.83	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	618.83
0000000	000918	STAPLES ADVANTAGE	730637948601	7/31/2020	ACH PMT TOTAL	4100-043100-6005-	22.00	25442				JANITORIAL SUPPLIES	00824 TOILET PAPER
DISC. TOTAL			0.00		730637948601	ACH PMT TOTAL	22.00	25442				JANITORIAL SUPPLIES	00824 TOILET PAPER
DISC. TOTAL			0.00		730637948601	ACH PMT TOTAL	21.99	25442				JANITORIAL SUPPLIES	00824 TOILET PAPER
DISC. TOTAL			0.00		730949956201	ACH PMT TOTAL	56.68	25442				JANITORIAL SUPPLIES	00824 TP, PT & WIPES
DISC. TOTAL			0.00		730949956201	ACH PMT TOTAL	7.62	25442				OFFICE SUPPLIES & PRINTING	00824 PENS
DISC. TOTAL			0.00		730949956201	ACH PMT TOTAL	56.68	25442				JANITORIAL SUPPLIES	00824 TP, PT & WIPES
DISC. TOTAL			0.00		730949956201	ACH PMT TOTAL	7.62	25442				OFFICE SUPPLIES/EQUIPMENT	00824 PENS
DISC. TOTAL			0.00		730949956201	ACH PMT TOTAL	56.67	25442				JANITORIAL SUPPLIES	00824 TP, PT & WIPES
DISC. TOTAL			0.00		730965673301	ACH PMT TOTAL	7.61	25442				OFFICE SUPPLIES	00824 PENS
DISC. TOTAL			0.00		730965673301	ACH PMT TOTAL	24.60	25442				OFFICE SUPPLIES & PRINTING	00824 PRINTER INK
DISC. TOTAL			0.00		730965673301	ACH PMT TOTAL	24.60	25442				OFFICE SUPPLIES/EQUIPMENT	00824 PRINTER INK
DISC. TOTAL			0.00		730965673302	ACH PMT TOTAL	24.59	25442				OFFICE SUPPLIES	00824 PRINTER INK
DISC. TOTAL			0.00		730965673302	ACH PMT TOTAL	23.13	25442				OFFICE SUPPLIES & PRINTING	00824 PRINTER INK
DISC. TOTAL			0.00		730965673302	ACH PMT TOTAL	23.13	25442				OFFICE SUPPLIES/EQUIPMENT	00824 PRINTER INK
DISC. TOTAL			0.00		730965673302	ACH PMT TOTAL	23.13	25442				OFFICE SUPPLIES	00824 PRINTER INK
DISC. TOTAL			0.00		730994291901	ACH PMT TOTAL	93.18	25442				OFFICE SUPPLIES & PRINTING	00824 PAPER
DISC. TOTAL			0.00		731028840001	ACH PMT TOTAL	106.37	25442				OFFICE SUPPLIES & PRINTING	00824 PAPER & SCISSORS
DISC. TOTAL			0.00		601.60	ACH PMT TOTAL	.00	EPY PMT TOTAL				TOTAL	601.60
0000000	000291	USA BLUE BOOK	285178	7/31/2020	ACH PMT TOTAL	4500-500100-6021-	20.99	25443				TESTING SUPPLIES/CHEMICALS	00824 3/8" ROTYRONIC TUB
DISC. TOTAL			0.00		285178	ACH PMT TOTAL	18.99	25443				TESTING SUPPLIES/CHEMICALS	00824 1/2" ROTYRONIC TUB
DISC. TOTAL			0.00		285178	ACH PMT TOTAL	26.58	25443				TESTING SUPPLIES/CHEMICALS	00824 DP1A 60 ML
DISC. TOTAL			0.00		285178	ACH PMT TOTAL	26.58	25443				TESTING SUPPLIES/CHEMICALS	00824 DP1B 60 ML

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	000291		285178	7/31/2020		4520-500100-6004-	97.00	25443		LAB SUPPLIES/CHEMICALS	00824 934-AH GLASS 47MM
0000000	000291		285178	7/31/2020		4520-500100-6004-	25.50	25443		LAB SUPPLIES/CHEMICALS	00824 ANHYDROUS CASO4 8
0000000	000291		285178	7/31/2020		4520-500100-6004-	28.30	25443		LAB SUPPLIES/CHEMICALS	00824 ELECTRODE 500 ML
0000000	000291		285178	7/31/2020		4520-500100-6004-	202.81	25443		LAB SUPPLIES/CHEMICALS	00824 STITLING AGENT
	DISC. TOTAL						.00				446.75
0000000	000016	VA DEPT OF HEALTH	FY21	7/31/2020		4500-500100-5810-	2,480.95	25444		FEEES AND DUES	00824 WATERWORKS OP FEE
	DISC. TOTAL						.00				2,480.95
0000000	000012	WASTE MANAGEMENT	271365402814	7/31/2020		4520-500100-3320-	87.10	25445		PROFESSIONAL SERVICES	00824 MWTP
	DISC. TOTAL						.00				87.10
	CHECK TOTAL						11,466.50				11,466.50
	CHECK TOTAL						.00				.00
	CHECK TOTAL						11,466.50				11,466.50

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 11,466.50- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Minutes – June 4, 2020 Town Council Meeting

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Minutes transcribed from the June 4, 2020 Town Council Meeting

ATTACHMENTS:

Minutes and approved bills from the 6/4/2020 Town Council Meeting

REQUESTED ACTION:

Approve Minutes.

**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING**

MINUTES

**Thursday, June 04, 2020
7:00 PM**

CALL TO ORDER AND QUORUM ESTABLISHED:

PRESENT

Mayor Jason Satterwhite (telephonically)
Vice-Mayor Mark Gaines
Council Member Valarie Coyle
Council Member Jean Davis
Council Member Tammie Gaines
Council Member Deborah Howard
Council Member Glenn McDearmon (telephonically, exited meeting early)
Council Member Otis Wright

Vice-Mayor Gaines called the meeting to order and established a quorum.

Mayor Satterwhite and Council member McDearmon were unable to attend the meeting in person due to medical reasons.

Motion made by Vice-Mayor Gaines, Seconded by Council Member Howard to approve telephonic participation in meeting.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

PUBLIC HEARINGS:

Interim Financing and Bond Issuance Public Hearing - The Mayor read the public notice published in the Free-Lance Star newspaper on May 18th and 25th. He opened the Public Hearing and invited the public to speak on the matter. He called a second and third time, hearing no comment he closed the public hearing.

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member Howard to authorize the Town Manager to sign all necessary documents to close the interim loan and amend the FY2020-2021 budget to receive and spend \$2,500,000.00 of the interim loan proceeds during the upcoming fiscal year and to transfer \$200,000.00 from the General Fund to the Water Fund to provide working capital which will be returned to the General Fund when no longer needed for working capital.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

Motion made by Council Member M. Gaines, Seconded by Council Member Howard to adopt R-2020-003, a resolution authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending the

Town's water distribution system.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

Upon a consensus of Council, adoption of the Bond Resolution will be moved to a future meeting following interim loan credit approval.

FY 2021 Proposed Budget, Tax Rates and Utility Rates Hearing - The Mayor read the public notice published in the Free-Lance Star newspaper on May 25th. He opened the Public Hearing and invited the public to speak on the matter.

Bonnie Cannon, 123 S. Main Street - Ms. Cannon stated her objection to raising water rates.

Randy Robillard, 134 Maury Avenue - Mr. Robillard said that he was not in favor of raising water or trash rates.

The Town Manager explained that the increase in water rates were necessary to maintain the water system and that the trash rates were a negotiated extension on the Town's current contract with Waste Management. He stated that the rates he received on an invitation to bid were significantly higher than the proposed rate.

Council discussed the need for increased rates to maintain and improve the Town's water distribution system. Ideas for cutting expenses were also discussed.

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member Wright to authorize Town Manager to prepare budget resolution for consideration and adoption at the June 25th meeting.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

DELEGATIONS:

FY18 and FY19 Financial Audit Presentation - Andrew Grossnickle, CPA for Robinson, Farmer, Cox and Associates presented Council with his audit findings for Fiscal years 2017-2018 and 2018-2019.

PUBLIC COMMENTS:

There were no comments from the public.

STAFF REPORTS & PRESENTATIONS:

The following staff reports were presented:

Police Chief's Monthly Report to Council May 2020

Public Works and Utility Department's Monthly Report to Council May 2020

Economic Development and Events Coordinator's Monthly Report to Council May 2020

Town Clerk/Treasurer's Monthly Report to Council May 2020

Town Manager's Monthly Report to Council May 2020

During Staff report presentations, Council Member McDearmon exited the meeting.

CONSENT AGENDA:

The following items were presented for approval:

Bills - May 2020 (attached to these minutes)

Minutes - May 7, 2020

R-2020-001 - resolution to accept donation

Depository designation

R-2020-001 - resolution to accept donation was pulled for further discussion.

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member T. Gaines to approve consent agenda as amended.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member Wright

The Mayor directed staff to draft a policy to distribute donated funds and present to Council. Following the adoption of the policy, the resolution could then be brought back to Council for adoption.

UNFINISHED BUSINESS:

134 Maury Ave – Request for reimbursement - Mr. Robillard, owner of 134 Maury Avenue, asked Council for reimbursement for expenses he incurred due to the failure of the sewer project contractor to connect a sewer lateral while replacing the sewer main on Maury Avenue. Total reimbursement sought is \$5615.75. Upon discussion with Council, Mr. Robillard agreed to reduce the labor cost to \$30 per hour - reducing the reimbursement sought to \$4492.25. Council directed staff to contact Kelvic Construction about reimbursement and asked the Town Attorney to draft a release of liability for the home owner. The matter is to be acted upon at the June 25th meeting.

Update of Police Policy - Council agreed to the Mayor's request to allow him to sit with the Police Chief to review the policy section by section to be brought to Council for action at a future meeting.

NEW BUSINESS:

Request for budget amendment and additional appropriation

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member T. Gaines to authorize Town Manager to advertise for budget amendment to appropriate \$15,000 from unassigned water funds and \$30,000 from unassigned Sewer funds.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member Wright.

Motion passed.

Tax and Utility Rate Ad for FY2020-2021

Motion made by Council Member Gaines, Seconded by Council Member Howard to authorize the Town Manager to publish the FY2020-2021 Tax and Utility Rate ad.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member Wright.

Motion passed.

CLOSED SESSION:

Police Chief Contract

Motion made by Council Member T. Gaines, Seconded by Council Member Wright to enter into Closed Meeting pursuant to Code of Virginia Section 2.2-3711(A)(1) for the purpose of discussing the performance and contract of the Police Chief.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member Wright.

Motion passed.

RECONVENE IN OPEN SESSION

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member T. Gaines to reconvene into Open Meeting.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member Wright.

CERTIFICATION:

Council certified that only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were discussed or considered in the meeting by the Council.

Mayor Satterwhite.....	Yes	Council Member Davis.....	Yes
Vice-Mayor M. Gaines.....	Yes	Council Member Coyle.....	Yes
Council Member Howard.....	Yes	Council Member T. Gaines.....	Yes
Council Member Wright.....	Yes		

ADJOURNMENT

Motion made by Vice-Mayor Gaines, Seconded by Council Member Howard to adjourn the meeting and reconvene on June 25, 2020 at 7:00 pm.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member Wright

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25282	999999	BOWLING GREEN BARBER SHOP	000	5/06/2020	15.30	.00
25283	999999	CARTER 3RD WILLIAM M	000	5/06/2020	30.00	.00
25284	999999	FARMER JR JAMES WILSON	000	5/06/2020	30.00	.00
25285	999999	HARTLE JENNT-MEADE C	000	5/06/2020	30.00	.00
25286	999999	HARTLE JR KARL H	000	5/06/2020	30.00	.00
25287	999999	LEWIS JR STROTHER W	000	5/06/2020	30.00	.00
25288	999999	PARKE THOMAS DANIEL	000	5/06/2020	30.00	.00
25289	999999	ROUNDY RACHAEL ELIZABETH	000	5/06/2020	60.00	.00
25290	999999	SATTERWHITE BROOKE HANSEN	000	5/06/2020	30.00	.00
25291	999999	SWAIN THOMAS FRANKLIN	000	5/06/2020	60.00	.00
25292	999999	WATTS JARED HUGH	000	5/06/2020	30.00	.00
25293	999999	WHOLEY ARTHUR BARRETT MAR	000	5/06/2020	30.00	.00
25294	999999	WOOLRIDGE ADAM S	000	5/06/2020	30.00	.00
25295	999999	WOOLRIDGE LINNEA ROSE	000	5/06/2020	30.00	.00
		CLASS TOTAL			465.30	.00
		ACH TOTAL			.00	
		CHECK TOTAL			465.30	
		EPY TOTAL			.00	
		FINAL TOTAL			465.30	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 465.30 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25296	944	ATLANTIC BROADBAND /	000	5/08/2020	194.40	.00
25297	1020	CONSOLIDATED PIPE & SUP	000	5/08/2020	2,238.96	.00
25298	679	DAVID L BROOKS HAULING &	000	5/08/2020	19,425.21	.00
25299	999999	DAVIS JEAN	000	5/08/2020	18.94	.00
25300	850	HAUN DAWN	000	5/08/2020	125.00	.00
25301	743	LOCAL SERVICES	000	5/08/2020	90.00	.00
25302	257	ON SITE PC	000	5/08/2020	65.00	.00
25303	25	RUTHERFORD JANITOR SUPPLY	000	5/08/2020	184.27	.00
25304	659	SOSMETAL PRODUCTS INC	000	5/08/2020	387.53	.00
25305	44	VUPS	000	5/08/2020	55.65	.00
		CLASS TOTAL			22,784.96	.00
		ACH TOTAL			.00	
		CHECK TOTAL			22,784.96	
		EPY TOTAL			.00	
		FINAL TOTAL			22,784.96	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 22,784.96- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

AP100B 5/14/2020 TOWN OF BOWLING GREEN
 TIME-14:23:21

A/P CHECK REGISTER
 Check Date - 5/15/2020

AcPd - 2020/05

PAGE

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25306	1063	ALAGRITTI PAYMENTS, LLC	000	5/15/2020	12.55	.00
25307	10	DOMINION VIRGINIA POWER	000	5/15/2020	5,903.38	.00
25308	28	G & G MILLFORD FARM SERV.	000	5/15/2020	9.47	.00
25309	12	WASTE MANAGEMENT	000	5/15/2020	8,194.72	.00
25310	1049	WEX BANK	000	5/15/2020	583.31	.00
25311	451	XEROX CORPORATION	000	5/15/2020	274.13	.00
		CLASS TOTAL			14,977.56	.00
		ACH TOTAL			.00	
		CHECK TOTAL			14,977.56	
		EPY TOTAL			.00	
		FINAL TOTAL			14,977.56	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 14,977.56- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25315	27	ARC3 GASES	000	5/22/2020	150.00	.00
25316	117	BAI MUNICIPAL SOFTWARE	000	5/22/2020	5,384.00	.00
25317	897	CINTAS CORPORATION	000	5/22/2020	80.59	.00
25318	48	MTD-ATLANTIC LAB	000	5/22/2020	60.00	.00
25319	11	RAPPAHANNOCK ELEC COOP	000	5/22/2020	494.54	.00
25320	1015	RED BUD SUPPLY INC	000	5/22/2020	215.11	.00
25321	1002	VACORP	000	5/22/2020	167.81	.00
25322	256	VERIZON WIRELESS	000	5/22/2020	305.42	.00
		CLASS TOTAL			6,857.47	.00
		ACH TOTAL			.00	
		CHECK TOTAL			6,857.47	
		EPY TOTAL			.00	
		FINAL TOTAL			6,857.47	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 6,857.47- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25323	1058	DIAMOND SPRINGS	000	5/29/2020	51.30	.00
25324	341	DOMINION CHEMICAL CO	000	5/29/2020	374.00	.00
25325	546	JOHNSON'S EXTERMINATING	000	5/29/2020	914.00	.00
25326	919	PRO SHRED SECURITY	000	5/29/2020	75.00	.00
25327	12	WASTE MANAGEMENT	000	5/29/2020	784.68	.00
		CLASS TOTAL			2,198.98	.00
		ACH TOTAL			.00	
		CHECK TOTAL			2,198.98	
		EPY TOTAL			.00	
		FINAL TOTAL			2,198.98	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 2,198.98- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Minutes – June 25, 2020 Town Council Meeting

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Minutes transcribed from the June 25, 2020 Town Council Meeting

ATTACHMENTS:

Minutes and approved bills from the 6/25/2020 Town Council Meeting

REQUESTED ACTION:

Approve Minutes.

**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING**

MINUTES

**Thursday, June 25, 2020
7:00 PM**

CALL TO ORDER AND QUORUM ESTABLISHED:

The Mayor called the meeting to order and noted a quorum was present.

PRESENT

Mayor Jason Satterwhite
Vice-Mayor Mark Gaines
Council Member Valarie Coyle
Council Member Jean Davis
Council Member Tammie Gaines
Council Member Deborah Howard
Council Member Glenn McDearmon
Council Member Otis Wright

PUBLIC HEARINGS:

FY 2020 Budget Amendment and Supplemental Appropriation - The Mayor read the public notice published in the Free Lance Star newspaper on June 15th and opened the public hearing. He called for comment from the public. Hearing none, he closed the public hearing.

Motion made by Council Member T. Gaines, Seconded by Vice-Mayor M. Gaines. to approve amend the FY 2019-2020 budget by \$55,000.00 and appropriate \$10,000.00 to the General Fund, \$15,000.00 to the Water Fund, and \$30,000 to the Sewer Fund.

Discussion:

In direct response to a questions from Council, staff explain that the additional funds were needed due to audit costs being greater than budgeted, and unexpected repairs on the water and sewer systems.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member Wright
Voting Nay: Council Member McDearmon

Motion passed.

Tax and Utility Rate for FY2020-2021 - The Mayor read the public notice published in the Free Lance Star newspaper on June 9th and 16th and opened the public hearing. He called for comment from the public. Hearing none, he read a comment submitted by the public.

Bonnie Cannon, 123 S. Main Street - Ms. Cannon stated that she was not in favor of raising the water and trash rates.

The Mayor called for additional comments, hearing none he closed the public hearing.

Motion made by Council Member T. Gaines, Seconded by Council Member Howard.

Council discussed:

- the effectiveness of the Rt. 301 tax district versus the burden on taxpayers in that corridor.
- need to repair utility infrastructure.
- the Town's utility rates in comparison to Caroline County's
- future rate increases
- how the Town can offer relief to tax payers
- the effect of sewer debt on the General Fund.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member Wright

Voting Nay: Council Member McDearmon

Motion passed.

DELEGATIONS:

Community Heart and Soul - Sam Frye, Representative - On behalf of the Community Heart and Soul group, Mr. Frye asked Council to consider donating \$500.00 for the purpose of buying supplies for the group's reveal that was scheduled to take place in August during the Mayberry Days event.

Council discussed the activity of the group and what they were doing for the community.

A majority of Council came to a consensus to donate \$500.00 to Community Heart and Soul for the purpose of buying supplies for the groups reveal.

PUBLIC COMMENTS:

Alice Farmer, 124 Dorsey Lane - spoke in support of Police Chief Lipscomb.

David Swink, Snip and Trim Hair Studio - spoke in support of Police Chief Lipscomb.

Ashley Lipscomb, Ashley Lipscomb Photography - spoke in support of Police Chief Lipscomb.

Officer Sean Jett, BCPD - spoke in support of Police Chief Lipscomb.

The Mayor read a joint comment that he received from several members of the public that were not in favor Police Chief's proposed contract due to the financial burden it would place on the Town.

STAFF REPORTS & PRESENTATIONS:

The following staff reports were presented:

Police Chief's Monthly Report to Council June 2020

Public Work and Utility Department's Monthly Report to Council June 2020

Economic Development and Events Coordinator's Monthly Report to Council June 2020

Town Clerk/Treasurer's Monthly Report to Council June 2020

Town Manager's Monthly Report to Council June 2020

CONSENT AGENDA:

The following items were presented for approval:

Bills - June 2020 (attached to these minutes)

Motion made by Council Member T. Gaines, Seconded by Council Member Wright to approve the consent agenda.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright

Motion passed.

UNFINISHED BUSINESS:

Donation for Utility Bill Assistance - Motion made by Council Member McDearmon, Seconded by Council Member Davis to adopt the Resolution accepting monetary donation and the policy on disbursing funds.

A discussion was held on how requests for donation will be screened.

Voting Yea: Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright

Voting Nay: Vice-Mayor Gaines

Motion passed.

Stimulus Vouchers Program

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member T. Gaines to postpone the program until the 2021-2022 Fiscal Year.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright

Motion passed.

Request for reimbursement - 134 Maury Ave

Motion made by Council Member McDearmon, Seconded by Council Member Wright to approve Mr. Robillard's request for reimbursement in the amount of \$4492.25 with liability release and transfer the funds from the unassigned fund balance to make payment to Mr. Robillard.

Voting Yea: Council Member Coyle, Council Member Davis, Council Member Howard, Council Member McDearmon, Council Member Wright

Voting Nay: Vice-Mayor Gaines, Council Member Gaines

Motion passed.

NEW BUSINESS:

Request to pay for repair – Kenny Moore

Motion made by Council Member McDearmon, Seconded by Council Member Wright to pay the David Brooks Hauling invoice for work done at Caroline Square shopping center.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright. Voting Nay: Council Member Davis

Motion passed.

Request to waive sewer connection fee at 148 Maury Ave

Motion made by Council Member Davis, Seconded by Council Member Howard to deny Mr. Hylton's request for the Town waive sewer connection and availability fees at 148 Maury Ave.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

Adoption FY 2020-2021 Fiscal Plan

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member T. Gaines Gaines to adopt R-2020-003 approving the FY 2020-2021 Fiscal Plan with \$10,000 for EDA funds contingent upon a spending plan approved by Council.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

Appropriation Resolution R-2020-004

Motion made by Vice-Mayor M. Gaines, Seconded by Council Member T. Gaines Gaines to adopt R-2020-004 appropriating the FY 2020-2021 Budget with \$10,000 appropriated to EDA contingent upon a spending plan approved by Council.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member Wright

Voting Nay: Council Member McDearmon

Motion passed.

USDA Grant Application for Public Works Vehicle

Motion made by Council Member T. Gaines, Seconded by Council Member Howard to adopt USDA Resolution of Governing Body as a condition of applying for a matching funds grant for the purpose of purchasing a new vehicle for Public Works.

Voting Yea: Vice-Mayor Gaines, Council Member Coyle, Council Member Davis, Council Member Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright

Motion passed.

Proposed Text Amendment to B-1 Special Use

Motion made by Council Member T. Gaines, Seconded by Council Member Coyle to authorize the Town Manager to advertise for a Public Hearing for a proposed text amendment in the B-1 zoning district.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

CLOSED SESSION:

Motion made by Vice-Mayor Gaines, Seconded by Council Member Wright to enter into Closed Meeting pursuant to Code of Virginia Section 2.2-3711(A)(1) for the purpose of discussing the performance and contract of the Police Chief.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

RECONVENE IN OPEN SESSION:

Motion made by Council Member McDearmon, Seconded by Vice-Mayor M. Gaines to reconvene in Open Meeting.

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

Motion passed.

CERTIFICATION:

Council certified that only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and only such public business matters as were identified in the motion by which the closed meeting was convened were discussed or considered in the meeting by the Council.

Mayor Satterwhite.....	Yes	Council Member Davis.....	Yes
Vice-Mayor M. Gaines.....	Yes	Council Member Coyle.....	Yes
Council Member Howard.....	Yes	Council Member T. Gaines.....	Yes
Council Member Wright.....	Yes	Council Member McDearmon.....	Yes

ADJOURNMENT

Motion made by Council Member Davis, Seconded by Vice-Mayor M. Gaines to adjourn

Voting Yea: Vice-Mayor M. Gaines, Council Member Coyle, Council Member Davis, Council Member T. Gaines, Council Member Howard, Council Member McDearmon, Council Member Wright.

The meeting was adjourned.

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
253331	1063	ALACRITI PAYMENTS, LLC	000	6/05/2020	5.16	.00
253332	907	COYLE VALARIE	000	6/05/2020	900.00	.00
253333	679	DAVID I BROOKS HAULING &	000	6/05/2020	8,569.00	.00
253334	664	DAVIS JEAN	000	6/05/2020	900.00	.00
253335	1052	ENCO UTILITY SERVICES FLO	000	6/05/2020	536.20	.00
253336	648	ERRARD ANDREA G	000	6/05/2020	1,667.00	.00
253337	946	GAINES MARK	000	6/05/2020	900.00	.00
253338	1051	GAINES TAMMIE	000	6/05/2020	900.00	.00
253339	850	HAUN DAWN	000	6/05/2020	900.00	.00
25340	780	HOWARD DEBORAH	000	6/05/2020	2,000.00	.00
25341	378	MCDERMON GLENN	000	6/05/2020	900.00	.00
25342	257	ON SITE PC	000	6/05/2020	900.00	.00
25343	598	SATTERWHITE JASON	000	6/05/2020	162.50	.00
25344	918	STAPLES ADVANTAGE	000	6/05/2020	900.00	.00
25345	653	STEMMLE PLUMBING REPAIR	000	6/05/2020	626.93	.00
25346	19	VERIZON	000	6/05/2020	545.00	.00
25347	44	VUPS	000	6/05/2020	220.74	.00
25348	438	WRIGHT OTIS	000	6/05/2020	47.25	.00
		CLASS TOTAL			23,579.78	.00
		ACH TOTAL			.00	
		CHECK TOTAL			23,579.78	
		EPY TOTAL			.00	
		FINAL TOTAL			23,579.78	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 23,579.78 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE

TOWN MANAGER

AP051 6/12/2020 TOWN OF BOWLING GREEN

MANUAL AP CHECK REGISTER FOR-001/4100
ACCOUNTING PERIOD - 2020/06

BATCH#- 816 PAGE 1

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	CLS NO.	INVOICE DATE	ACCT NO.	NET AMOUNT	CHECK NO.	CHECK DATE
00000000	0000411	VISA	TC 1 AMAZON 5	000	6/12/2020	4100-012110-6001-	51.26-	202	6/12/2020
00000000	0000411	VISA	TC 2 FLOWERS BY	000	6/12/2020	4100-012110-6021-	58.18-	202	6/12/2020
00000000	0000411	VISA	TC 3 OFFICE DE	000	6/12/2020	4100-012110-6001-	25.26	202	6/12/2020
00000000	0000411	VISA	TC 4 FLOWERS BY	000	6/12/2020	4100-012110-6021-	68.60	202	6/12/2020
00000000	0000411	VISA	TC 5 VISTAPRINT	000	6/12/2020	4100-012110-5830-	100.03	202	6/12/2020
00000000	0000411	VISA	TC 6 ZOOM US	000	6/12/2020	4100-012110-3152-	15.74	202	6/12/2020
00000000	0000411	VISA	TC 7 ADOBE 1	000	6/12/2020	4100-012410-6001-	50.97	202	6/12/2020
00000000	0000411	VISA	TC 8 USPS 6	000	6/12/2020	4100-012410-3600-	7.75	202	6/12/2020
00000000	0000411	VISA	TC 9 ETSY	000	6/12/2020	4100-012110-3830-	205.32	202	6/12/2020
00000000	0000411	VISA	TC 11 MEDICUS	000	6/12/2020	4100-012110-5830-	104.60	202	6/12/2020
00000000	0000411	VISA	TC 12 FLOWERS B	000	6/12/2020	4100-012110-6021-	58.18	202	6/12/2020
00000000	0000411	VISA	TC 13 FLOWERS B	000	6/12/2020	4100-012110-6021-	45.49	202	6/12/2020
00000000	0000411	VISA	TM 1 OOWA 13	000	6/12/2020	4100-012410-5250-	67.75	202	6/12/2020
00000000	0000411	VISA	TM 1 OOWA 13	000	6/12/2020	4100-031100-5230-	44.97	202	6/12/2020
00000000	0000411	VISA	TM 1 OOWA 13	000	6/12/2020	4100-031100-5230-	22.26	202	6/12/2020
00000000	0000411	VISA	TM 1 OOWA 13	000	6/12/2020	4100-031100-5840-	3.27	202	6/12/2020
00000000	0000411	VISA	PC 1 FOOD LION	000	6/12/2020	4100-043100-3311-	20.00	202	6/12/2020
00000000	0000411	VISA	PW 3 RIO CAR 1	000	6/12/2020	4100-043100-6009-	20.63	202	6/12/2020
00000000	0000411	VISA	PW 6 MORTON'S 1	000	6/12/2020	4400-071200-1220-	12.08	202	6/12/2020
00000000	0000411	VISA	ED 1 FACEBOOK 1	000	6/12/2020	4500-500100-6001-	49.99	202	6/12/2020
00000000	0000411	VISA	TC 10 MICROSOFT	000	6/12/2020	4500-500100-6001-	20.00	202	6/12/2020
00000000	0000411	VISA	PW 2 RIO CAR 2	000	6/12/2020	4500-500100-3311-		202	6/12/2020

891.63-

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	CLS NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE
00000000	000041	VISA	TC 10 MICROSOFT	000	6/12/2020	4520-500100-6001-	50.00	202	6/12/2020
00000000	000041	VISA	TM 1 OOMA 13	000	6/12/2020	4520-500100-5230-	22.26	202	6/12/2020
00000000	000041	VISA	PW 1 ABC-	000	6/12/2020	4520-500100-5540-	121.00	202	6/12/2020
00000000	000041	VISA	PW 4 FAMILY DO	000	6/12/2020	4520-500100-6005-	4.74	202	6/12/2020
00000000	000041	VISA	PW 5 FOOD LION2	000	6/12/2020	4520-500100-6005-	9.99	202	6/12/2020
00000000	000041	VISA	PW 5 FOOD LION2	000	6/12/2020	4520-500100-5840-	18.07	202	6/12/2020
							226.06-		

BATCH#- 816 CREATED BY JUDY ON 6/09/2020 RUN BY TRACY ON 6/12/2020

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25349	944	ATLANTIC BROADBAND /	000	6/12/2020	194.40	.00
25350	14	CINTAS OF RICHMOND	000	6/12/2020	974.90	.00
25351	10	DOMINION VIRGINIA POWER	000	6/12/2020	5,533.20	.00
25352	234	ENVIROCOMPLIANCE LAB INC	000	6/12/2020	1,290.00	.00
25353	234	ENVIROCOMPLIANCE LAB INC	000	6/12/2020	1,040.00	.00
25354	648	ERARD ANDREA G	000	6/12/2020	3,334.00	.00
25355	28	G & G MILFORD FARM SERV.	000	6/12/2020	69.74	.00
25356	743	LOCAL SERVICES	000	6/12/2020	21.00	.00
25357	1079	ROBINSON, FARMER, COX ASS	000	6/12/2020	32,500.00	.00
25358	659	SOSMETAL, PRODUCTS INC	000	6/12/2020	58.20	.00
25359	148	THE FREE LANCE STAR	000	6/12/2020	1,886.40	.00
25360	256	VERIZON WIRELESS	000	6/12/2020	432.55	.00
25361	12	WASTE MANAGEMENT	000	6/12/2020	8,180.29	.00
25362	1049	WEX BANK	000	6/12/2020	728.45	.00
25362	451	XEROX CORPORATION	000	6/12/2020	204.96	.00
		CLASS TOTAL			56,448.09	.00
		ACH TOTAL			.00	
		CHECK TOTAL			56,448.09	
		EPY TOTAL			.00	
		FINAL TOTAL			56,448.09	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 56,448.09- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE

TOWN MANAGER

AP100B 6/15/2020 TOWN OF BOWLING GREEN
TIME-11:40:44

A/P CHECK REGISTER
Check Date - 6/15/2020

ActPd - 2020/06

PAGE

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
25364	4	CAROLINE COUNTY	000	6/15/2020	481.82	.00
					481.82	.00

ACH TOTAL .00
CHECK TOTAL 481.82
EPY TOTAL .00
FINAL TOTAL 481.82

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 481.82 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____

_____ TOWN MANAGER



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: ZP-2020-020 – Application for Special Use in B-1 Zoning District

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Application has been made by WH Holdings, LLC for a Special Use Permit, in anticipation of adoption O-2020-003, to operate a construction business at 133 Courthouse Lane.

The Planning Commission Public Hearing is scheduled for 8/17.

ATTACHMENTS:

Public Hearing ad to run 8/20 an 8/27

ZP-2020-020

REQUESTED ACTION:

Schedule Public Hearing

The Bowling Green Town Council will conduct a public hearing on Thursday September 3, 2020 at 6:00 PM in the Bowling Green Town Hall, 117 Butler Street. The purpose of the hearing is for the Planning Commission to receive public comment on and consider **ZP- 2020-020 – WH Holdings LLC - Application for Special Use Permit to allow for operation of a business conducting commercial service and light industrial activities in the B-1 Business Zoning District.** The purpose of this Special Use Permit is to allow WH Holdings, LLC to conduct commercial HVAC project management and associated daily activities with occasional welding and fabrication at 133 Courthouse Lane. The Planning Commission will refer these matters to Town Council with its recommendation after the hearing. All those wishing to comment on these matters can come to the hearings and be heard.

A. Reese Peck
Zoning Administrator

ZP - 2020-0020

****This permit shall be posted in a conspicuous place****

PREVIOUS EDITIONS OF THE
FORM ARE OBSOLETE

FORM REVISED:
28 April 2008



Town of Bowling Green Zoning Permit Application

Application is hereby made for a Zoning Permit, and Certificate of Zoning Compliance, in accordance with the description and for the purpose hereinafter set forth. This application is made subject to all local and state laws and ordinances, which are hereby agreed to by the undersigned, and which shall be deemed a condition entering into the exercise of this permit.

Owner	<u>WH Holdings, LLC</u>	<u>540-940-4077</u>
	Name	Daytime Telephone Number
	<u>329 A Wallace Lane, Fredericksburg, Va 22408</u>	
	Mailing Address	

Applicant/Builder	<u>Arco Construction, Inc.</u>	<u>540-710-6944</u>
	Name	Daytime Telephone Number
<input type="checkbox"/> Same as owner	<u>329 A Wallace Lane, Fredericksburg, Va 22408</u>	
	Mailing Address	

Property Information	<u>43A2-8-3, 43A2-9-C + 43A2-8-2B</u>	<u>B1</u>
	Tax Map/Parcel Number	Existing Use/Zoning
	<u>133 Courthouse Lane, Bowling Green, Virginia</u>	
	Address/Location (use street names)	
	<u>1, Main Office and shop, 2 wooden storage buildings, 1 cinder block structure</u>	
	Existing Structures (number and type)	

ADJACENT PROPERTY OWNERS

The following are all of the individuals, firms, or corporations owning property adjacent to both sides and rear, and the property in front of (across the street from) the property for which a Special Use Permit is requested. **All adjacent property owner information is required to be accurate and complete before the application can be accepted.**

	NAME	STREET ADDRESS
1)	Edith C Taylor	O Courthouse lane
	Mailing Address: P.O. Box 169 Bowling Green Va 22427	
2)	James Morris Jr	125 Travis St
	Mailing Address: 125 Travis St Bowling Green, VA 22427	
3)	Susie Hicks	127 Travis St Lot 13
	Mailing Address: P.O. Box 225 Bowling Green, VA 22427	
4)	Susie Hicks	127 Travis St Lot 10
	Mailing Address: P.O. Box 225 Bowling Green, Va 22427	
5)	BG VFD	130 Courthouse lane
	Mailing Address: 130 Courthouse lane Bowling Green, VA 22427	
6)	Bowling Green Town Hall	117 Butler St
	Mailing Address: Bowling Green, VA 22427	
7)		
	Mailing Address:	
8)		
	Mailing Address:	
9)		
	Mailing Address:	
10)		
	Mailing Address:	
11)		
	Mailing Address:	
12)		
	Mailing Address:	
13)		
	Mailing Address:	
14)		
	Mailing Address:	
15)		
	Mailing Address:	

Type of Permit

Please check appropriate box(s)

Residential

XXX

Commercial

Single Family

Alteration

Multi-Family No. of units _____

Reroof

Addition Specify _____

Remodeling

Accessory Building Less Than 100 Feet Specify _____

Accessory Building More Than 100 Feet Specify _____

Commercial/Industrial Structure

Verification of Non-Conforming Use

Sign Permit 30 FT or Less Specify _____

Sign Permit More Than 30 FT Specify _____

Zoning Certification Letter

Modification/Variance Specify _____

Special Use Permit (*Property Owner Notification Required*) Specify Welding Operation in B-1 Zoning

Administrative Appeal Specify _____

Other Specify _____

Water and Sewer

What is your water supply source?

What is your sewage disposal source?

Municipal

Private Well

Municipal

Septic Tank

Certification by Owner/Applicant

I certify that I have the authority to make the foregoing application, that the information given is correct, including any attached plans or drawings, and that all construction will conform with all applicable state, county, and town laws, ordinances, and regulations with regard to zoning, health and building. Failure to do so will automatically render this permit invalid. I understand that two copies of a plot plan (or a plan for signs) must be submitted with this application, that construction requires a building permit Issued by the Caroline County Building Official, that a separate application must be made for water & sewer connections, and that all contractors must register with the Town prior to commencing work. I agree to repair any damages to sidewalks, streets, and utilities caused during this construction. I agree to pay an inspection deposit and notify the Zoning Administrator within ten (10) days of completion of the work for an inspection and issuance of Certificate of Zoning Compliance. Failure to do so may result in the forfeiture of the inspection deposit which in no way relieves me of any obligation to comply with all Town requirements. Land may be used or occupied, and buildings structurally altered or erected may be used or changed in use, only after the Certificate of Zoning Compliance is issued.

7-15-2020

Date

Audrey J Hawkins Anthony R Wages

Owner/Applicant Signature

**** FOR TOWN USE ONLY ****

Refer to Planning Commission

Yes

No

Recommend Approval

Recommend Disapproval Date _____

Refer to Town Council

Yes

No

Approved

Disapproved

Date _____

Refer to Director of Public Works

Yes

No

Recommend Approval

Recommend Disapproval Date _____

Zoning Administrator

Approved

Disapproved

Approved with Conditions (See Attached)

Fee Paid \$ _____

Zoning Administrator Signature

Date

CERTIFICATE OF ZONING COMPLIANCE

The building, its proposed use, or the use of the land, as described in the above application and permit complies with the provisions of Chapter 126 (Zoning) of the Code of the Town of Bowling Green and any applicable conditions.

Zoning Administrator Signature

Date

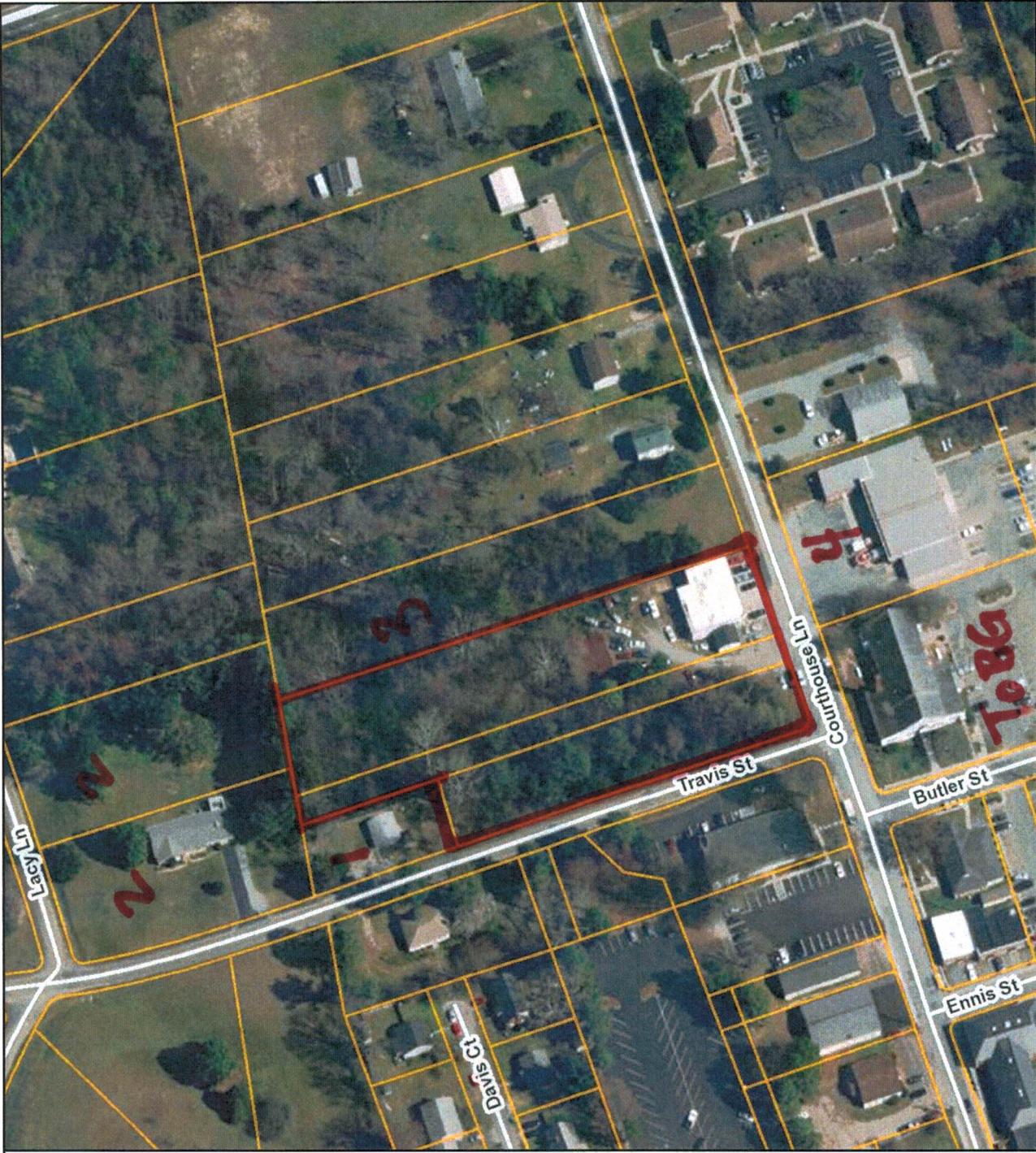
REMINDER!!

Issuance of this permit does not mean work can begin. Permits must be obtained from the Caroline County Building Official and possibly (depending on the scope of the work) Virginia Department of Transportation (VDOT) and the Health Department or Department of Environmental Quality (DEQ). It is the responsibility of the owner/applicant to check with these agencies to ensure all permits are obtained before beginning work.

Caroline County, Virginia

Legend

-  County Boundary
-  Parcels
- Roads (12,000)**
- Interstate
- US Highway Primary
- State Highway Primary
- Secondary
- Secondary - 0
- Null
- Roads - Back (12,000)**
- Interstate
- US Highway Primary
- State Highway Primary
- Secondary
- Secondary - 0
- Null
- Road Labels



Map printed from Caroline
<http://caroline.mapsdirect.net/>



Title:

Date: 7/15/2020

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Caroline County is not responsible for its accuracy or how current it may be.



329A Wallace Ln.
Fredericksburg, Va. 22408
Virginia Class A General Contractors License, Master HVAC and Master Gas License

540-710-6944

To: Town of Bowling Green
Date: 7-15-2020
RE: Use of Premises at 133 court house road Bowling Green, Va

To Whom It May Concern:

Arco Construction, Inc. if approved, will occupy the above addressed building. We will be performing Commercial HVAC project management, Estimation, daily company management as required. There operations will mainly take place in the office areas and main lobby.

We are a Commercial construction firm installing HVAC, and various piping systems on locations in central, Northern Virginia as well as Metro Washington DC area. These services are provided at the Job Site location.

On very limited occasions (in 2019 we were fabricating for only 2 ½" weeks) we will pre-fabricate piping to size then transport to the jobsite for installation.

It is our intention to use the shop and rear shed to store and maintain our equipment as well as material storage sand occasionally pre-fabricate pipe spools. Our Vehicles will be coming into the gated area to pick up the material and construction equipment to take to the job sites.

Sincerely,

Joe Hawkins

VP

Arco Construction, Inc.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Bond Resolution
ITEM TYPE: Action Item
PURPOSE OF ITEM: Decision - By Motion
PRESENTER: Reese Peck, townmanager@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

The Town has secured a Letter of Conditions for permanent funding for improvements to the Town's water system from the United States Department of Agriculture, Rural Development ("RD") in the form of a loan not to exceed \$5,693,000 and grants not to exceed \$1,602,000, for a total long-term financing package of \$7,295,000. The loan from RD will be evidenced by the Town's revenue bond which will be payable solely from revenues of the Town's water system. RD requires the Town to obtain interim financing for project costs if it can obtain the financing on reasonable rates and terms. The interim loan would be paid off by the RD permanent long-term financing on or about June 15, 2020, when the project has been completed.

The Bond Hearing on this issuance was held during Council's June 4th meeting. Action was not taken on the Resolution at that time because the Town had not yet received final credit approval from the bank. We received final credit approval on July 17th.

ATTACHMENTS:

Bond Resolution

REQUESTED ACTION:

Adopt Resolution

RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$5,693,000 OF THE TOWN OF BOWLING GREEN AND A NOTE IN ANTICIPATION OF THE BONDS, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT OF THE NOTE, AND AUTHORIZING CERTAIN RELATED DOCUMENTS AND ACTIONS

The Council of the Town of Bowling Green, Virginia (the “Council”) has determined it necessary and expedient to finance the cost of new improvements to the water system of the Town of Bowling Green (the “Town”), and to issue at one time or from time to time bonds of the Town to provide funds, together with other available funds, for such purposes.

The Council expects to pay all or a portion of such costs before the bonds are issued and desires to finance that portion by the issuance of a note, in anticipation of the bond issue and the receipt of the proceeds from the sale of the bonds, in accordance with Section 15.2-2628 of the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”).

On June 4, 2020, the Council held a public hearing on the proposed bonds in accordance with Section 15.2-2606 of the Act.

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF BOWLING GREEN, VIRGINIA:

Section 1. Authorization of Bonds. Pursuant to the Constitution of Virginia and the Public Finance Act of 1991, there are authorized to be issued bonds (the “Bonds”) of the Town of Bowling Green (the “Town”) in an aggregate principal amount not to exceed \$5,693,000 to provide funds to finance the cost of improvements to the water system of the Town. To the extent allowed under Section 15.2-2601 of the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”), the Council of the Town (the “Council”) elects to issue the Bonds under the provisions of the Act without regard to the requirements, restrictions or other provisions contained in any charter or local or special act applicable to the Town. The United States of America, acting through Rural Development, United States Department of Agriculture (the “Government”), has offered to purchase the Bonds upon certain terms and conditions described in its Letter of Conditions to the Town dated August 8, 2019 (the “Letter of Conditions”), and the Council, after mature consideration of the condition of the municipal bond market and other methods of selling bonds, has determined to satisfy such terms and conditions and award the Bonds to the Government. The form and details of the Bonds shall be in accordance with a resolution or resolutions yet to be adopted by the Council.

Section 2. Authorization of Note. The Council determines that it is advisable, necessary and expedient for the Town to borrow an amount not to exceed \$5,693,000 (the “Maximum Note Amount”) in anticipation of the issuance of the Bonds and the receipt of proceeds from the sale of the Bonds. Pursuant to the Constitution of Virginia and the Act, the Council authorizes to be issued and sold a bond anticipation note of the Town in a principal amount not to exceed the Maximum Note Amount (the “Note”). To the extent permitted by Section 15.2-2601 of

the Act, the Council elects to issue the Note under the provisions of the Act without regard to the requirements, restrictions or other provisions contained in any charter or local or special act.

The Note shall be payable from the proceeds from the sale of the Bonds. The proceeds of the Bonds shall be used for no other purpose until the Note has been retired or provision for its retirement has been made. For the benefit of the holder of the Note, the Council agrees that the Town will take all steps necessary or desirable to meet the terms and conditions set out in the Letter of Conditions and otherwise necessary to have the Bonds issued and the proceeds from their sale available by the maturity date of the Note. Pursuant to Section 15.2-2628 of the Act, the Town may, in its discretion, retire the Note by means of current revenues, special assessments, or other funds, in lieu of retiring it by the issuance of the Bonds, provided that the maximum amount of the Bonds that have been authorized will be reduced by the amount of the Note retired in such manner. Nothing in this resolution, the Note or the Credit Agreement (described below) shall be deemed to create or constitute a general obligation of or a pledge of the faith and credit of the Commonwealth of Virginia or any county, city, town or other political subdivision of the Commonwealth, including the Town.

Section 3. Details of the Note.

(a) The Note will be issued as a fully registered note without coupons. Each of the Mayor, Vice Mayor and Town Manager of the Town (the “Authorized Officers”) is authorized to establish the principal amount of the Note; however, the amount shall not exceed the Maximum Note Amount.

(b) The outstanding principal of the Note shall bear interest at the per annum rate and the principal of and the interest on the Note shall be due and payable on dates determined in accordance with (c) below.

(c) Each of the Authorized Officers is authorized to determine and approve all of the other final details of the Note, including, but not limited to, its dated date, original principal amount, the interest rate on the Note (which may be determined from time to time by reference to indices or formulas as stated in the Note) and payment dates of principal and interest. However the original principal amount of the Note shall not exceed the Maximum Note Amount and the maturity date shall not be later than five years after the Note's dated date. Such officer's determination and approval of the final details of the Note shall be evidenced conclusively by such officer's execution and delivery of the Note in accordance with this resolution.

Section 4. Execution of Note. The Note shall bear the manual signature of an Authorized Officer and the manual signature of the Clerk or Deputy Clerk of the Town. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until such delivery. The Note may be signed by such persons as at the actual time of the execution thereof shall be the proper officers to sign the Note although at the date of the Note such persons may not have been such officers.

Section 5. Form of Note. The Note shall be in substantially the form of the attached Exhibit A, with such variations, insertions and omissions as shall be consistent with this resolution, the execution and delivery of the Note constituting conclusive evidence that any variations, insertions, or omissions are consistent with this resolution.

Section 6. Sale and Award of Note; Authorization of Financing Documents.

(a) The proposal of CoBank, ACB (the “Bank”) to make the loan evidenced by the Note is determined, after mature consideration of the methods of sale of the Note and current conditions of the municipal bond market, to be in the best interest of the Town, and the Authorized Officers are authorized to award the Note to the Bank on such terms and conditions as such officer may determine to be in the Town’s best interest. Such officer's determination of the terms and conditions of the award of the Note shall be evidenced conclusively by such officer's execution and delivery of the Note and the Financing Documents, defined below, in accordance with this resolution. The Authorized Officers and the Clerk or Deputy Clerk of the Town are authorized and directed to take all proper steps to have the Note prepared and executed in accordance with the terms of this resolution and to be delivered to the Bank upon payment of the initial disbursement of principal of the Note.

(b) The Council approves the documents described below, between the Bank and the Town (the “Financing Documents”), the forms of which have been made available to the Council:

- (i) Credit Agreement (the “Credit Agreement”); and
- (ii) Master Agreement for Cash Management and Transaction Services.

Each Authorized Officer is authorized to execute on behalf of the Town the Financing Documents in substantially such forms, with such changes, insertions or omissions as may be approved by the Authorized Officer executing them, whose approval shall be evidenced conclusively by the execution and delivery of the Financing Documents. The Authorized Officers and any other officer of the Town are authorized to execute and deliver on behalf of the Town such other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this resolution or contemplated by the Note or the Financing Documents, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

Section 7. Payment of Note. The Town shall pay promptly the principal of and interest on the Note as the same become due in accordance with the Note from the proceeds of the sale of the Bonds or other available funds. To the extent allowed by law, the proceeds from the sale of the Bonds are pledged to the payment of the Note.

Section 8. Tax Status of Interest. The following provisions of this Section 8 will apply only if interest on the Note is intended to be exempt from Federal Income taxation, as determined by any of the Authorized Officers before the issuance of the Note.

(a) No Adverse Action: The Town shall not take any action that would adversely affect the exemption of interest on the Note from Federal income taxation. The Town shall, to the extent permitted by Virginia law, take all actions necessary to maintain the tax-exempt status of interest on the Note under Federal or Virginia law, including all actions necessary to comply with Section 103 or Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”) or the regulations promulgated by the Treasury Department with respect thereto. Without limiting the generality of the foregoing, the Town shall comply with any provision of law which may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Note, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Note from being includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law.

(b) Arbitrage/Investment: The Town shall not take or approve any action, investment or use of the proceeds of the Note which would cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and the regulations thereunder. The Town, barring unforeseen circumstances, shall not request or approve the use of the proceeds of the Note other than in accordance with the Town’s “non-arbitrage” certificate delivered at the time of the issuance of the Note.

(c) Tax Compliance Agreement: Each of the Authorized Officers is authorized and directed to execute and deliver a tax compliance agreement regarding any matters described in Section (a) and (b) above, which agreement shall be in such form and content as may be required by bond counsel to the Town.

(d) Non-Arbitrage and Other Certificates: Each of the Authorized Officers is authorized to sign appropriate certificates setting forth, among other things, the expected use and investment, if any, of the proceeds of the Note in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and regulations issued pursuant thereto, applicable to “arbitrage bonds.” Such certificates may also contain certain elections with regard to Section 148 of the Code and such officers are authorized to make such elections on behalf of the Town and the Council.

Section 9. Authority of Officers and Agents. The officers and agents of the Town shall do all acts and things required by them of this resolution and the Note for the complete and punctual performance of all the terms, covenants and agreements contained therein. The appropriate officers of the Town are further authorized and empowered to take such other action as they may consider necessary or desirable to carry out the intent and purpose of this resolution, and the issuance of the Note.

Section 10. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee or agent of the Town in his or her individual capacity, and no officer of the Town executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall

incur any personal liability with respect to any other action taken by him or her pursuant to this resolution, provided he or she acts in good faith.

Section 11. Conditions Precedent. Upon the issuance of the Note, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to have happened, exist and to have been performed precedent to or in the issuance of the Note shall have happened, exist and have been performed.

Section 12. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 13. Severability. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

Section 14. Effective Date. This resolution shall take effect immediately.

Section 15. Filing of Resolution. The Clerk is authorized and directed to see to the prompt filing of a certified copy of this resolution with the Circuit Court of Caroline County, Virginia.

EXHIBIT A

FORM OF NOTE

INTEREST ON THIS NOTE IS INTENDED TO BE EXCLUDED FROM GROSS INCOME OF THE HOLDER FOR FEDERAL INCOME TAX PURPOSES.

TAX-EXEMPT MULTIPLE ADVANCE TERM PROMISSORY NOTE (RD/RUS Interim Loan – Anticipation Note)

THIS MULTIPLE ADVANCE TERM PROMISSORY NOTE (this “**Promissory Note**”) is issued pursuant to the RD/RUS Interim Loan Agreement dated [date] (such agreement, as may be amended, hereinafter referred to as the “**Credit Agreement**”), and is entered into as of [date] between **COBANK, ACB**, a federally-chartered instrumentality of the United States (“**CoBank**” or “**Lender**”) and **TOWN OF BOWLING GREEN**, Bowling Green, Virginia, a municipality (together with its permitted successors and assigns, the “**Borrower**”).

Capitalized terms not otherwise defined in this Promissory Note will have the meanings set forth in the Credit Agreement.

MULTIPLE ADVANCE TERM COMMITMENT. On the terms and conditions set forth in the Credit Agreement and this Promissory Note, Lender agrees to make loans to the Borrower from time to time during the period set forth below in an aggregate principal amount not to exceed \$5,693,000.00 (the “**Commitment**”). Under the Commitment, amounts borrowed and later repaid may not be re-borrowed.

PURPOSE. The purpose of the Commitment is to provide interim financing for the cost of capital expenditures for water system improvements (the “**Project**”) as approved by the United States Department of Agriculture, acting through Rural Development or the Rural Utilities Service (“**RD/RUS**”).

TERM. The term of the Commitment will be from the date hereof, up to 12:00 p.m. Denver, Colorado time on [date], 2023, or on such later date not later than five years from the date of this Promissory Note, as Lender may, in its sole discretion, authorize in writing (the “**Term Expiration Date**”).

LIMITS ON ADVANCES, AVAILABILITY, ETC. Funds will become available to be drawn after receipt of the RD/RUS Commitment to Lend in form acceptable to Lender. On the date of this Promissory Note, the Lender is, subject to Lender’s receipt of RD/RUS’s commitment to lend in an amount not less than the amount of this Promissory Note and prior written approval of such advance by RD/RUS, advancing a loan to Borrower in the amount of \$[amount]. Thereafter, loans will be made available as provided in Article 2 of the Credit Agreement; provided, that, Lender will be obligated to fund each draw requested hereunder upon receipt of (a) evidence reasonably satisfactory to Lender that RD/RUS has approved the expenditures and amount requested to be drawn; and (b) unless waived by Lender, receipt of quarterly progress reports on construction of the Project, in form and substance reasonably satisfactory to Lender.

INTEREST. The unpaid balance of the loan(s) will bear interest computed in accordance with the following:

One-Month LIBOR Index Rate. At a rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times

to 1.250% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Borrower, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available upon telephonic request. For purposes hereof: (a) “**U.S. Banking Day**” means a day on which Lender is open for business and banks are open for business in New York, New York; (b) “**Eurocurrency Liabilities**” will have the meaning as set forth in “FRB Regulation D”; and (c) “**FRB Regulation D**” means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days.

The Borrower shall pay the amount of interest that has accrued as of the end of each month in arrears by the 20th day of the following month (“**Interest Payment Date**”). Accordingly, [date], is the first Interest Payment Date.

If at any time the generally recognized administrator of interest rates offered for U.S. dollars on the London interbank market (a “**LIBOR Rate**”) ceases to provide quotations for LIBOR Rates, or if such administrator or any person having authority over such administrator or with respect to LIBOR Rates generally announces that LIBOR Rates will cease to be provided within a period not exceeding 90 days, or if Lender otherwise determines that LIBOR Rates have been, or are likely within a period not exceeding 90 days to be, discontinued, or that LIBOR Rates do not, or are likely within a period not exceeding 90 days not to, adequately and fairly reflect the cost to the Lender of making or maintaining loans hereunder, then the Lender may, after consultation with but without the consent of the Borrower, amend this Promissory Note and any other Loan Document to (1) replace any interest rate in this Promissory Note based upon the LIBOR Rate with a replacement benchmark rate deemed appropriate by the Lender in good faith and in its sole discretion, (2) adjust the margins applicable to the determination of interest rates under this Promissory Note (whether up or down) as deemed appropriate by Lender in good faith and in its sole discretion to compensate for differences between the LIBOR Rate and such replacement benchmark rate, and (3) after consultation with but without the consent of the Borrower, effect such other technical, administrative and operational changes to the Loan Documents as Lender in good faith and in its sole discretion deems appropriate to reflect the adoption and implementation of such replacement rate. Lender shall give the Borrower not less than five days’ notice of any such amendment prior to the effective date thereof.

Notwithstanding the foregoing, if prior to the commencement of any interest period proposed to be subject to a LIBOR Rate, Lender determines (which determination shall be conclusive and binding absent manifest error) that: (i) either dollar deposits are not being offered to banks in the London interbank market or that adequate and reasonable means do not exist for ascertaining a LIBOR Rate for such interest period; or (ii) a LIBOR Rate for such interest period will not adequately and fairly reflect the cost to Lender of making or maintaining the loans for such interest period; then Lender shall give notice thereof to the Borrower as promptly as practicable thereafter and, until Lender notifies the Borrower that the circumstances giving rise to such notice no longer exist, (a) any request to convert any loan to, or continue any LIBOR Rate loan at, a LIBOR Rate shall be ineffective, and (b) the Lender shall, after consultation but without the consent of the Borrower, select an alternate rate of interest to apply to any and all balances upon the expiration of the interest period applicable thereto, which rate of interest shall be commercially reasonable and generally

consistent with the then-prevailing market convention, if any, for replacement of a LIBOR Rate in bilateral loan transactions.

The Borrower covenants for the benefit of the Lender that it will not take any action or omit to take any action with respect to this Promissory Note, the proceeds thereof, any other funds of the Borrower or any facilities financed or refinanced with the proceeds of this Promissory Note if such action or omission (i) would cause the interest on this Promissory Note to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “**Code**”), (ii) would cause interest on this Promissory Note to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of this Promissory Note until the date on which all obligations of the Borrower in fulfilling the above covenant under the Code have been met.

PROMISSORY NOTE. The Borrower promises to repay the unpaid principal balance of the loans, together with any accrued but unpaid interest on the loans, on the Term Expiration Date. In addition to the above, the Borrower promises to pay interest on the unpaid principal balance of the loans at the times and in accordance with the provisions set forth herein.

PREPAYMENT. Subject to the broken funding surcharge provision of the Credit Agreement (if any), the Borrower:

(A) **Voluntary Prepayment.** May prepay all or any portion of the loan(s).

(B) **Mandatory Prepayment.** Will prepay the loan(s) hereunder promptly upon the receipt of loan proceeds from RD/RUS for the purpose of providing long term financing for the Project for which the funds from this Commitment were used. Full repayment under this provision will evidence the Borrower’s request for cancellation of the Commitment.

Unless otherwise agreed, all prepayment whether voluntary or mandatory will be applied to principal installments in the inverse order of their maturity.

SECURITY. Except as otherwise provided in this Promissory Note, the Borrower’s obligations hereunder and, to the extent related thereto, under the Credit Agreement, will be unsecured. BORROWER’S OBLIGATIONS UNDER THIS PROMISSORY NOTE ARE TO BE PAID FROM PROCEEDS FROM THE LONG-TERM FINANCING FOR THE PROJECT OBTAINED FROM RD/RUS (THE “**PLEDGED FUNDS**”). NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, OTHER THAN THE BORROWER, IS DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS PROMISSORY NOTE OR OTHER COSTS INCIDENT THERETO OR TO LEVY ANY TAXES THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FROM THE PLEDGED FUNDS OF THE BORROWER PLEDGED FOR SUCH PURPOSE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE BORROWER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS PROMISSORY NOTE OR OTHER COSTS INCIDENT HERETO.

FEES. The Borrower will pay Lender a commitment fee of \$2,500 on the date of this Note.

GENERAL.

This Promissory Note is fully registered as to both principal and interest in the name of CoBank, ACB. Transfer of this Promissory Note may be registered upon the registration books of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

This Promissory Note is issued pursuant to the Constitution and applicable statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “**Act**”), a resolution duly adopted under the Act by the Council of the Borrower on August 6, 2020, and the Credit Agreement. This note is issued in anticipation of the issuance of general obligation bonds in an aggregate principal amount not to exceed \$5,693,000.00 (the “**Bonds**”) and the receipt of proceeds from the sale of the Bonds. The Bonds have been duly authorized by a resolution adopted under the Act by the Council of the Borrower on August 6, 2020.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Promissory Note have happened, exist and have been performed.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be executed by its duly authorized officers.

TOWN OF BOWLING GREEN

By: [FORM OF NOTE-NO SIGNATURE NEEDED]

Name: _____

Title: Town Manager

By: [FORM OF NOTE-NO SIGNATURE NEEDED]

Name: _____

Title: Clerk

The undersigned Clerk of the Town of Bowling Green, Virginia, certifies that:

- (a) the foregoing is a true, complete and correct copy of a resolution adopted by the Council of the Town at a meeting of the Council held on August 6, 2020;
- (b) the meeting was a duly called, noticed and held regular meeting;
- (c) during the consideration of the foregoing resolution, a quorum was present; and
- (d) the name of each member of Council voting on the adoption of the foregoing resolution and his or her vote were recorded at the meeting as follows:

<u>Member</u>	<u>Attendance</u>	<u>Vote</u>
Jason E. Satterwhite, Mayor		
Valerie Coyle		
Jean Davis		
Mark Gaines		
Tammie Gaines		
Deborah Howard		
Glenn McDearmon		
Otis Wright		

Clerk, Town of Bowling Green, Virginia

(SEAL)

EXHIBIT A

FORM OF NOTE

INTEREST ON THIS NOTE IS INTENDED TO BE EXCLUDED FROM GROSS INCOME OF THE HOLDER FOR FEDERAL INCOME TAX PURPOSES.

TAX-EXEMPT MULTIPLE ADVANCE TERM PROMISSORY NOTE (RD/RUS Interim Loan – Anticipation Note)

THIS MULTIPLE ADVANCE TERM PROMISSORY NOTE (this “**Promissory Note**”) is issued pursuant to the RD/RUS Interim Loan Agreement dated [date] (such agreement, as may be amended, hereinafter referred to as the “**Credit Agreement**”), and is entered into as of [date] between **COBANK, ACB**, a federally-chartered instrumentality of the United States (“**CoBank**” or “**Lender**”) and **TOWN OF BOWLING GREEN**, Bowling Green, Virginia, a municipality (together with its permitted successors and assigns, the “**Borrower**”).

Capitalized terms not otherwise defined in this Promissory Note will have the meanings set forth in the Credit Agreement.

MULTIPLE ADVANCE TERM COMMITMENT. On the terms and conditions set forth in the Credit Agreement and this Promissory Note, Lender agrees to make loans to the Borrower from time to time during the period set forth below in an aggregate principal amount not to exceed \$5,693,000.00 (the “**Commitment**”). Under the Commitment, amounts borrowed and later repaid may not be re-borrowed.

PURPOSE. The purpose of the Commitment is to provide interim financing for the cost of capital expenditures for water system improvements (the “**Project**”) as approved by the United States Department of Agriculture, acting through Rural Development or the Rural Utilities Service (“**RD/RUS**”).

TERM. The term of the Commitment will be from the date hereof, up to 12:00 p.m. Denver, Colorado time on [date], 2023, or on such later date not later than five years from the date of this Promissory Note, as Lender may, in its sole discretion, authorize in writing (the “**Term Expiration Date**”).

LIMITS ON ADVANCES, AVAILABILITY, ETC. Funds will become available to be drawn after receipt of the RD/RUS Commitment to Lend in form acceptable to Lender. On the date of this Promissory Note, the Lender is, subject to Lender’s receipt of RD/RUS’s commitment to lend in an amount not less than the amount of this Promissory Note and prior written approval of such advance by RD/RUS, advancing a loan to Borrower in the amount of \$[amount]. Thereafter, loans will be made available as provided in Article 2 of the Credit Agreement; provided, that, Lender will be obligated to fund each draw requested hereunder upon receipt of (a) evidence reasonably satisfactory to Lender that RD/RUS has approved the expenditures and amount requested to be drawn; and (b) unless waived by Lender, receipt of quarterly progress reports on construction of the Project, in form and substance reasonably satisfactory to Lender.

INTEREST. The unpaid balance of the loan(s) will bear interest computed in accordance with the following:

One-Month LIBOR Index Rate. At a rate (rounded upward to the nearest 1/100th and adjusted for reserves required on Eurocurrency Liabilities (as hereinafter defined) for banks subject to FRB Regulation D (as hereinafter defined) or required by any other federal law or regulation) per annum equal at all times

to 1.250% above the higher of: (1) zero percent (0.000%); or (2) the rate reported at 11:00 a.m. London time for the offering of one (1)-month U.S. dollars deposits, by Bloomberg Information Services (or any successor or substitute service providing rate quotations comparable to those currently provided by such service, as determined by Lender from time to time, for the purpose of providing quotations of interest rates applicable to dollar deposits in the London interbank market) on the first U.S. Banking Day (as hereinafter defined) in each week, with such rate to change weekly on such day. The rate will be reset automatically, without the necessity of notice being provided to Lender, the Borrower, or any other party, on the first U.S. Banking Day of each succeeding week, and each change in the rate will be applicable to all balances subject to this option. Information about the then-current rate will be made available upon telephonic request. For purposes hereof: (a) “**U.S. Banking Day**” means a day on which Lender is open for business and banks are open for business in New York, New York; (b) “**Eurocurrency Liabilities**” will have the meaning as set forth in “FRB Regulation D”; and (c) “**FRB Regulation D**” means Regulation D as promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 204, as amended.

Interest will be calculated on the actual number of days each loan is outstanding on the basis of a year consisting of 360 days.

The Borrower shall pay the amount of interest that has accrued as of the end of each month in arrears by the 20th day of the following month (“**Interest Payment Date**”). Accordingly, [date], is the first Interest Payment Date.

If at any time the generally recognized administrator of interest rates offered for U.S. dollars on the London interbank market (a “**LIBOR Rate**”) ceases to provide quotations for LIBOR Rates, or if such administrator or any person having authority over such administrator or with respect to LIBOR Rates generally announces that LIBOR Rates will cease to be provided within a period not exceeding 90 days, or if Lender otherwise determines that LIBOR Rates have been, or are likely within a period not exceeding 90 days to be, discontinued, or that LIBOR Rates do not, or are likely within a period not exceeding 90 days not to, adequately and fairly reflect the cost to the Lender of making or maintaining loans hereunder, then the Lender may, after consultation with but without the consent of the Borrower, amend this Promissory Note and any other Loan Document to (1) replace any interest rate in this Promissory Note based upon the LIBOR Rate with a replacement benchmark rate deemed appropriate by the Lender in good faith and in its sole discretion, (2) adjust the margins applicable to the determination of interest rates under this Promissory Note (whether up or down) as deemed appropriate by Lender in good faith and in its sole discretion to compensate for differences between the LIBOR Rate and such replacement benchmark rate, and (3) after consultation with but without the consent of the Borrower, effect such other technical, administrative and operational changes to the Loan Documents as Lender in good faith and in its sole discretion deems appropriate to reflect the adoption and implementation of such replacement rate. Lender shall give the Borrower not less than five days’ notice of any such amendment prior to the effective date thereof.

Notwithstanding the foregoing, if prior to the commencement of any interest period proposed to be subject to a LIBOR Rate, Lender determines (which determination shall be conclusive and binding absent manifest error) that: (i) either dollar deposits are not being offered to banks in the London interbank market or that adequate and reasonable means do not exist for ascertaining a LIBOR Rate for such interest period; or (ii) a LIBOR Rate for such interest period will not adequately and fairly reflect the cost to Lender of making or maintaining the loans for such interest period; then Lender shall give notice thereof to the Borrower as promptly as practicable thereafter and, until Lender notifies the Borrower that the circumstances giving rise to such notice no longer exist, (a) any request to convert any loan to, or continue any LIBOR Rate loan at, a LIBOR Rate shall be ineffective, and (b) the Lender shall, after consultation but without the consent of the Borrower, select an alternate rate of interest to apply to any and all balances upon the expiration of the interest period applicable thereto, which rate of interest shall be commercially reasonable and generally

consistent with the then-prevailing market convention, if any, for replacement of a LIBOR Rate in bilateral loan transactions.

The Borrower covenants for the benefit of the Lender that it will not take any action or omit to take any action with respect to this Promissory Note, the proceeds thereof, any other funds of the Borrower or any facilities financed or refinanced with the proceeds of this Promissory Note if such action or omission (i) would cause the interest on this Promissory Note to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “**Code**”), (ii) would cause interest on this Promissory Note to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of Code. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of this Promissory Note until the date on which all obligations of the Borrower in fulfilling the above covenant under the Code have been met.

PROMISSORY NOTE. The Borrower promises to repay the unpaid principal balance of the loans, together with any accrued but unpaid interest on the loans, on the Term Expiration Date. In addition to the above, the Borrower promises to pay interest on the unpaid principal balance of the loans at the times and in accordance with the provisions set forth herein.

PREPAYMENT. Subject to the broken funding surcharge provision of the Credit Agreement (if any), the Borrower:

(A) **Voluntary Prepayment.** May prepay all or any portion of the loan(s).

(B) **Mandatory Prepayment.** Will prepay the loan(s) hereunder promptly upon the receipt of loan proceeds from RD/RUS for the purpose of providing long term financing for the Project for which the funds from this Commitment were used. Full repayment under this provision will evidence the Borrower’s request for cancellation of the Commitment.

Unless otherwise agreed, all prepayment whether voluntary or mandatory will be applied to principal installments in the inverse order of their maturity.

SECURITY. Except as otherwise provided in this Promissory Note, the Borrower’s obligations hereunder and, to the extent related thereto, under the Credit Agreement, will be unsecured. BORROWER’S OBLIGATIONS UNDER THIS PROMISSORY NOTE ARE TO BE PAID FROM PROCEEDS FROM THE LONG-TERM FINANCING FOR THE PROJECT OBTAINED FROM RD/RUS (THE “**PLEDGED FUNDS**”). NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, OTHER THAN THE BORROWER, IS DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS PROMISSORY NOTE OR OTHER COSTS INCIDENT THERETO OR TO LEVY ANY TAXES THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FROM THE PLEDGED FUNDS OF THE BORROWER PLEDGED FOR SUCH PURPOSE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE BORROWER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS PROMISSORY NOTE OR OTHER COSTS INCIDENT HERETO.

FEES. The Borrower will pay Lender a commitment fee of \$2,500 on the date of this Note.

GENERAL.

This Promissory Note is fully registered as to both principal and interest in the name of CoBank, ACB. Transfer of this Promissory Note may be registered upon the registration books of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

This Promissory Note is issued pursuant to the Constitution and applicable statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “**Act**”), a resolution duly adopted under the Act by the Council of the Borrower on August 6, 2020, and the Credit Agreement. This note is issued in anticipation of the issuance of general obligation bonds in an aggregate principal amount not to exceed \$5,693,000.00 (the “**Bonds**”) and the receipt of proceeds from the sale of the Bonds. The Bonds have been duly authorized by a resolution adopted under the Act by the Council of the Borrower on August 6, 2020.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Promissory Note have happened, exist and have been performed.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be executed by its duly authorized officers.

TOWN OF BOWLING GREEN

By: _____
Name: _____
Title: Town Manager

By: _____
Name: _____
Title: Clerk



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: CARES Act Funding Update
ITEM TYPE: Action Item
PURPOSE OF ITEM: Information Only
PRESENTER: Melissa Lewis, towntreasurer@townofbowlinggreen.com
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Below is the spending plan submit to Caroline County for our allocated amount of \$104,695.

- \$20,000 for audio/visual equipment required for virtual meetings and needed to sustain continuity in government operations with Town Council, Boards, Commissions, and the public.
- \$10,000 for Personal Protective Equipment (PPE).
- \$84,685.00 for small business relief programs and grants.

ATTACHMENTS:

July 30, 2020 letter to Caroline County Administrator Charlie Culley.

REQUESTED ACTION:

None



Mr. Charles Culley
County Administrator
212 North Main Street
P.O. Box 447
Bowling Green, VA 22427

Dear Mr. Culley,

The Bowling Green Town Council looks forward to receiving allocated funds through the CARES Act and Coronavirus Relief Funds (CRF) to offset hardships resulting from COVID-19. As per your request, below is a list of eligible items for expending the allocated amount of \$104,695.

- \$20,000 for audio/visual equipment required for virtual meetings and needed to sustain continuity in government operations with Town Council, Boards, Commissions and the public.
- \$10,000 for Personal Protective Equipment (PPE).
- \$84,685.00 for small business relief programs and grants.

Our sincere thanks to the Caroline County Board of Supervisors for its support. Please do not hesitate to contact me directly with questions or concerns.

Sincerely,

A. Reese Peck
Town Manager

Town of Bowling Green
117 Butler Street ♦ P.O. Box 468 ♦ Bowling Green, VA 22427
(804) 633-6212 – Business Offices
www.townofbowlinggreen.com



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
AGENDA ITEM REPORT**

AGENDA ITEM: Town Manager Recruitment

ITEM TYPE: Action Item

PURPOSE OF ITEM: Information Only

PRESENTER: Reese Peck, townmanager@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

I will be retiring on December 1, 2020. Attached for your reference is the ICMA's Recruitment Guidelines for Selecting a Local Government Administrator. I have also taken the liberty to reach out to two search firms that have a knowledge of Virginia local government and specialize in assisting local governments in their recruitment of their new Chief Executive officers. One firm will also provide an interim Administrator if requested. I will forward their information to the Mayor and Town Council when received.

ATTACHMENTS:

Recruitment Guidelines for Selecting a Local Government Administrator

REQUESTED ACTION:

None

Recruitment Guidelines for Selecting a Local Government Administrator



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ICMA

Leaders at the Core of Better Communities

Recruitment Guidelines for Selecting a Local Government Administrator

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About ICMA

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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Preface

This *Recruitment Guidelines for Selecting a Local Government Administrator* was first published just over ten years ago. While a lot has changed in ten years, the basic process for selecting a chief administrator¹ has remained substantially the same. It still requires careful planning, astute evaluation of candidates, and a clear understanding of the relationship between the governing body² and the chief administrator. In this edition, however, new focus has been given to the ICMA Code of Ethics—the foundation of the local government management profession—and the emergence of the Voluntary Credentialed Manager program.

The Task Force on Recruitment Guidelines was formed in Fall 2010 and consisted of a very diverse group of ICMA members (many of whom have served on the ICMA Executive Board), Range Riders (former local government practitioners), younger members of the local government management profession, and representatives from executive search firms. From its only face-to-face meeting at the 2010 ICMA Conference in San José, this Task Force embraced the challenge of updating the guidelines. Over the next several months, we formed work groups to focus on three key elements of the process: recruitment, selection, and negotiation. After countless conference calls and emails, the new and improved *Recruitment Guidelines for Selecting a Local Government Administrator* emerged.

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¹ Chief administrator refers to a manager, administrator, or executive of a local government.

² Governing body refers to the elected officers of a town, village, borough, township, city, county, or a legally constituted council of governments.

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Special appreciation is extended to Tom Fountaine for serving as the negotiation section chair; Peter Herlofsky, selection section chair; and Debra Kurita, recruitment section chair. Debra Kurita deserves special recognition as she labored many hours converting writing styles and formats into one consistent, easy-to-read document. On behalf of ICMA, I am grateful for the active engagement of each Task Force member. Special thanks to Jared Dailey of the ICMA staff, who assisted in the overall coordination of the Task Force.

It is the hope of the Task Force that this guidebook is promoted and distributed to those who are in the environment to hire a chief administrator for a community. To the governing body representatives who use this guidebook, we thank you for your service to your communities and wish you every success in finding the professional local government manager to help you guide your community to be the best it can be.

In closing, it has been my privilege to have served as the chair of this Task Force.

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1. Introduction

“Thousands of decisions are made every day in cities, towns, and counties that determine our quality of life... Professional managers craft the plans and make the decisions that transform good communities into great ones.

–International City/County Management Association (ICMA)

Selecting a chief administrator is perhaps the most important decision that elected local officials will make for their community.

This guidebook was created by experienced, seasoned local government managers. It is designed to help elected officials, human resource professionals, local government staff, and professional executive search firms navigate the recruitment, selection, and negotiation processes to find the individual who is best suited to serve as the chief administrator. The chief administrator is like an orchestra conductor, directing and managing a team of professional, administrative, and field staff while interpreting and working toward the goals and objectives of the community’s elected officials.

This guidebook offers best practices that will be most meaningful to you and your community in selecting a chief administrator. Because all communities, governing bodies, and chief administrators are not the same, this is not a “one size fits all” guidebook. Nevertheless, the local government managers who created this document are firmly committed to the ICMA Code of Ethics, which is a non-negotiable foundation for professional local government management, and strongly recommends that the hiring governing body use the Code of Ethics as a tool in its search for a professional local government manager. Herein, we explain recruitment choices and the selection processes to fit the unique size, culture, and dynamics of an individual community. Topics include provisions for interim management; the spectrum of resources available to assist in the recruiting process; applications, communications with applicants, and interviews; compensation; and transition. The appendices provide the ICMA Code of Ethics, ICMA Compensation Guidelines, a directory of professional organizations that are likely places advertise for a chief administrator, potential interview questions, the do’s and don’ts of applicant relations, and the ICMA Model Employment Agreement. Using this guidebook can make recruiting and selecting a new chief administrator a positive, enjoyable, and unifying experience for you and your colleagues as elected officials.

As you use this resource, you will see highlighted in the margins important points for selecting the best individual for the position.

When faced with an upcoming or immediate vacancy in the chief administrator position, the governing body must quickly address the following questions:

- What should we do to ensure that the affairs of the local government are properly administered until a new chief administrator is selected and on board?
- How do we conduct a recruitment to fill the vacancy?

The following material provides tips and guidelines on the processes that the governing body needs to employ to successfully answer these questions. It identifies and discusses the key elements of managing the organization between the time that one chief administrator departs and another arrives, as well as the major decision points in conducting the recruitment, selection, and negotiation processes for appointing the new chief administrator.

Professional local government managers are committed to

- Serving as stewards of representative democracy
- Practicing the highest standards of honesty and integrity in local governance, as expressed through ICMA’s Code of Ethics
- Building sustainable communities as a core responsibility
- Networking and exchanging knowledge and skills across international boundaries
- Lifelong learning and professional development
- Financial integrity and responsibility for management of the community
- Implementing best management practices.

2. Managing the Organization during Recruitment

The governing body must act thoughtfully and deliberately in determining how to ensure that the operations of the local government are properly managed during the period before a permanent chief administrator is selected and on the job. When faced with a vacancy in the chief administrator position, the governing body needs time to carefully consider the qualities, expertise, and experience it hopes to find in a new administrator and to use the agreed-upon criteria to develop the administrator profile. It then needs sufficient time to recruit and select the best possible successor who meets these criteria. While that is happening, however, it is important that the governing body identify a professional who will act as the chief administrator and properly manage local government operations while the recruitment process is underway.

Major Decision Point: Appointing an Interim Administrator

If the vacancy is the result of a planned retirement, the governing body may consider asking the current administrator to continue leading the organization for a short period of time on a contract basis. Alternatively, the governing body may elect to consult with the outgoing administrator regarding possible staff members who could fill this role.

In some cases, the members of the governing body may agree that they have confidence in a specific staff person. If there is an assistant administrator, for example, the governing body may appoint that person as interim administrator. If this assistant will be considered for the permanent position, the appointment as interim administrator will provide the elected officials with an opportunity to observe firsthand how the assistant handles the job. Another option is to appoint an assistant or department director (who will not be a candidate for the position); someone who is mature, seasoned, competent and respected by fellow employees.

Should the governing body determine that there is no one on staff who it can or wants to appoint as the interim administrator, it may decide to retain the services of a retired administrator or an administrator who is between jobs. State associations, municipi-

pal leagues, or ICMA Range Riders are resources for identifying potential interim administrators.

The governing body should publicly announce the appointment of the interim chief administrator. Regardless of who is appointed, it should be made clear to all local government officials and staff that the interim chief administrator is responsible for implementing governing body policy and overseeing operations. It should also be made clear that if the interim administrator is ultimately selected to fill the position permanently, it will be because that person has proven to be the best among all the applicants.

Interim Management: The Governing Body's Role

Obviously, the local government must continue to operate during the interim between the departure of the current chief administrator and the appointment of the new one. The governing body and interim management team should do whatever is necessary to make sure that important projects and service delivery continue to move forward. It is important to reiterate that the governing body has the responsibility to make it clear to the staff and community that the interim administrator is in charge of the organization's operations.

The governing body should consider deferring new initiatives, when possible, until the new administrator is appointed and on the job. After all, to ensure effective administrative leadership in the future, it is desirable that the new administrator be involved in as many policy decisions as possible. Just filling a vacant department director position, for example, is an opportunity for the new administrator to begin building an administrative team. In fact, such an opportunity can be used to pique the interest of potential applicants during the recruitment process.

Although it is not desirable for the governing body to immerse itself in the administrative affairs of the local government, its members should be briefed about current organizational problems and the status of important projects before the current administrator leaves, if possible. In this way, the governing body may monitor progress on important matters, provide direction, and set priorities for the person selected as interim administrator.

3. Initiating the Recruitment

The governing body should initiate the recruitment process immediately after the official decision has been made regarding resignation, retirement, or termination. Failure to do so can potentially generate rumors within the community by various interested parties who may attempt to exert pressure on members to quickly fill the vacancy. The members of the governing body must bear in mind that an impulsive response to this pressure can be divisive for them and can damage their credibility. They must take charge of the recruitment: they must determine the process that will be used to recruit and select the best administrator, and make that decision clear to all concerned.

There may be a number of special circumstances that influence the approach and timing used to recruit a new chief administrator. The following examples provide some tips for addressing those circumstances:

- **Vacancy due to the chief administrator's termination or resignation under pressure.** If the position is vacant because the former administrator was terminated or forced to resign, neither the local government nor the former administrator will benefit from a public quarrel. It is far better for all concerned to mutually decide on a timetable for the administrator's departure. If this departure is handled professionally and in a mutually respectful manner, there is less likelihood for controversy and ill will to arise around the issues of the separation. Further, and from a recruiting standpoint, handling a difficult situation well will enhance the local government's image and thus its ability to attract quality applicants.
- **Vacancy occurring prior to an election.** Occasionally, a governing body will delay initiating the recruitment process because an election is pending. But even in the face of an election, it should prepare for the process by developing the administrator profile (described in full later in this document) and determining how the recruitment will be conducted so as to reduce the time lapse between the departure of one administrator and arrival of another.
- **Vacancies due to newly adopted council-manager form of government.** If the position is vacant because voters either just approved the formation of or adopted a change to the council-manager form of government, the beginning of the search for a new chief administrator will depend on when the change becomes effective. Depending on the circumstances, it may be possible to have applications on file by the time the new members of the governing body are sworn in. In any case, the recruitment process should be initiated as soon as possible.

4. Conducting the Recruitment

There are several major elements and decision points in the recruitment process. This section of the handbook provides tips and guidelines for the governing body in determining the approach to use in this part of the process.

The governing body has three major choices for conducting the recruitment. It can:

- Conduct the recruitment in-house
- Retain an outside party to conduct the recruitment
- Use a hybrid approach and conduct the recruitment in conjunction with an outside party.

In-House Expertise Method: Recruitments Conducted by the Local Government

If the governing body chooses to conduct the recruitment in-house, it should be with the understanding that the task will be time-consuming and complex. The governing body may also have to decide whether to conduct the process as a body, delegate the responsibility to the chairperson, or assign the task to a committee of its members. If it elects to delegate the responsibility to one or more of its members, it must be sure to select people who are well respected and have the time to provide the necessary leadership and follow-through.

To provide support in the process, the governing body should seek the assistance of the local government's human resources officer and municipal attorney. In conducting the recruitment in-house, staff can work with the governing body to develop the administrator profile and design an effective and legal recruitment and selection process. Staff can also be responsible for the administrative tasks of placing advertisements, collecting résumés, and scheduling interviews. However, the governing body or its delegated members will approve the selection of the final candidates and conduct the interviews, and, of course, the body as a whole will make the final selection. In this scenario, staff serve as a resource throughout the entire recruitment process.

Outside Expertise Method: Recruitments Conducted with an Outside Party

The governing body can retain an outside party to conduct the recruitment. In some cases the interim or a retired administrator may be asked to coordinate the recruitment process. More often, however, the governing body will contract with a firm that specializes in providing executive search assistance.

When using an executive search firm, the governing body plays an active role in the process. It develops the administrator profile, approves the selection of the applicants, interviews the candidates, and, of course, makes the final selection. The benefit of using an executive search firm is the expertise that the firm brings to the process and its ability to coordinate the recruitment.

Typically the executive search firm begins by meeting with the elected officials either individually or as a group to help them develop the administrator profile. It is the firm's responsibility to facilitate these discussions and help the governing body reach a consensus. After this matter has been settled, the firm coordinates the overall process and assumes responsibility for all tasks until it is time for the elected body to select and interview candidates. During this process, the firm updates the governing body, keeping the members informed of its progress. As the firm will be responsible for all the administrative details, the role of the staff is usually limited to providing information about the local government and coordinating with the firm.

Governing bodies that use an outside service should ensure that a reputable firm, one familiar with the special requirements of local government management, is selected. The experience of the firm should be checked through contact with references—in particular, representatives of local governments that have used its services. Further, the governing body should be fully aware of the costs and benefits when deciding whether to use outside expertise.

Hybrid Method: In-House in Conjunction with Outside Party

In the third alternative, the governing body can conduct the recruitment in-house and supplement the process, where necessary, with assistance from an executive search firm or another outside source, such as an the ICMA Range Rider.

In some cases, the governing body may seek assistance at the beginning of the process to facilitate the discussion, develop the administrator profile, and

determine the structure of the recruitment process. In other cases, local government officials may initiate the process in-house by developing the profile and advertising for the vacancy, and they may then use an outside source to help review résumés, conduct reference checks, and structure the interview process. This alternative may be most appropriate if cost is a concern; however, because it also presents opportunities for lapses in communication, the exact responsibilities of each party must be clarified in a written agreement.

5. Key Elements of the Recruitment Framework

Regardless of the method chosen for conducting the recruitment, the governing body must develop a framework for the recruitment process. It must agree at the outset on a number of key issues critical to the success of the recruitment, including criteria for the administrator profile, compensation range and components, and timing and geographic scope of the search.

Major Decision Point: Development of an Administrator Profile

The most significant decision point for the governing body in the recruitment of a new administrator is to define what the members are looking for—that is, to create the administrator profile. The profile will encompass those qualities, characteristics, experience, and areas of expertise that would be found in an ideal candidate. Only by considering how applicants compare and measure against one another and, of course, against the established criteria, can the governing body be sure that the candidate it appoints has the appropriate combination of work experience, management experience, and leadership style to be successful in the position.

The governing body should begin with a survey of its needs and those of the organization. To determine the needs of the organization, the governing body should invite input from the department directors. Items to be considered include size of the local government, composition of the community, services provided, and overall objectives and priorities of the governing body. The work experience, skills, and expertise of the candidates must relate to these factors. The governing body should also consider both the “nuts-and-bolts” skills and abilities, such as budgeting, human resources, and technological know-how, and the “soft” skills, such as the ability to work with people and to lead an organization. These criteria will form the basis for reviewing résumés, selecting finalists, and making a hiring decision.

Unless the governing body can come to consensus on these criteria, it may be difficult to find the right candidate. By reaching consensus, however, the governing body will be better able to inform the applicants on what it is looking for in a chief administrator.

The ICMA Voluntary Credentialing Program recognizes professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development. For more information, visit www.icma.org/en/icma/members/credentialing.

Developing the administrator profile helps the governing body define its needs and establishes the groundwork for generating a rich pool of applicants with the skills and abilities to address the needs of the governing body, the community, and the organization.

Decision Point: Community Engagement in Administrator Profile

The governing body must decide whether to engage community members or committees in the recruitment process. In most cases, the local government assumes responsibility for the recruitment and conducts the process without involving members of the community.

In some cases, however, a governing body may seek input from community members or committees when developing the administrator profile. This not only allows the community to be part of the process but also may provide the governing body with a better understanding of the role of the administrator. Depending on the method that the governing body uses to conduct the recruitment, gathering input from the community would be facilitated by staff, the outside recruiter, or the elected officials.

Although community input will be valuable, the governing body will ultimately determine the qualities and experiences to be incorporated into the administrator profile, and this should be clearly communicated to the community. It is, after all, to the governing body that the new administrator will be directly reporting.

Governing bodies need to be very alert to the dangers of either hiring a clone of the outgoing administrator, assuming that person is leaving on good terms, or a polar opposite, assuming that person is leaving on less than good terms. The importance of evaluating the current needs of the governing body and locality cannot be overstated.

Major Decision Point: Administrator Compensation

Another critical element to be considered at the outset of the recruitment process is administrator compensation. It is important for the local government to have some general understanding of the acceptable salary range, but it is also important to have some flexibility. Some local governments identify a range; others provide the salary of the current administrator as an indicator; and still others may leave the salary open, to be commensurate with the new hire's background and experience. The governing body will also determine other components of the administrator's compensation, such as deferred compensation, vacation accrual, and professional development allowances.

It is important for the governing body to make clear that it wants the best administrator it can find. In general, potential applicants for the position will want to have some indication of the salary range and compensation package. But that will be only one of many factors that they will use in deciding whether to apply.

ICMA has developed compensation guidelines for negotiating salary and benefits for local government positions. These guidelines are provided in Appendix B and are also available online at www.icma.org/compensationguidelines. The actual compensation package will be negotiated with the final candidate at the conclusion of the recruitment process.

Schedule

Since top candidates often view applying for a new job as a major career decision, it is important that they have adequate time to consider the opportunity, discuss it with their families, and prepare an appropriate résumé. Similarly, the governing body, staff, or executive recruitment firm needs sufficient time to review résumés and conduct reference checks to ensure that good candidates are not overlooked and that finalists meet the desired qualifications. It cannot be overemphasized that the recruitment should move forward expeditiously while also allowing adequate time for a thorough and comprehensive search.

The timing of the recruitment can sometimes be affected by publication deadlines, which are important in terms of properly advertising the vacant position. An ideal timetable would provide **at least sixty days** from the start of the recruitment to the deadline for submitting résumés; **thirty days** to review résumés, conduct background checks, interview candidates, and make a final selection; and **at least thirty days** for the new administrator to relocate. To maximize flexibility in the process, the governing body may advertise the position with an "open until filled" statement.

Profile: Impact of Special Circumstances:

As the governing body decides on the criteria for the administrator profile, three types of situations should receive special consideration:

1. A local government that has just changed its form of government will ordinarily need an administrator who can inspire local government officials with the enthusiasm needed to implement the new structure. A first administrator in a new structure should be adept at public relations and at establishing relationships with incumbent officials and employees.
2. When an administrator has been dismissed or has resigned under pressure, the governing body tends to look for strengths in areas in which the outgoing administrator showed weaknesses. There are dangers, however, in overcompensating for qualities that have led to dissatisfaction. If the outgoing administrator gave too much freedom to subordinates, for example, suddenly changing to a strong disciplinarian might result in antagonisms that would only lead to further problems. Sometimes a new administrator will be confronted with major problems that must be addressed immediately. If such a situation is anticipated, the governing body should make these circumstances known to any applicant who is being seriously considered.
3. When a popular administrator retires or moves to another local government, the governing body may ask for this person's assistance in the search for a successor. However, the governing body should not overlook the possible need for new strengths or different qualities.

Geographic Scope

Another factor to consider in determining the recruitment framework is the geographic scope: should the search be nationwide, statewide, or regional? A broad geographic search may attract more applicants who have demonstrated an ability to manage in a complex urban environment. On the other hand, a focus on the local government's state or region may provide applicants who have a better understanding of and orientation to local problems, legal issues, financing alternatives, and similar matters. In any event, the new administrator will provide a fresh perspective on the issues and challenges facing the community and the organization.

From the applicant's perspective, it is assumed that the local government is looking for the best candidate and that all résumés, regardless of where the applicant currently works, will be reviewed carefully. The determination of the scope of the recruitment will influence the advertising and outreach strategies used.

Advertising and Outreach Strategies

In order to generate a sufficient and diverse pool of qualified applicants, the governing body should develop advertising and outreach strategies.

Advertising Campaign It is to the advantage of the local government to ensure that every professional who might have an interest in the vacant position is aware of the opportunity to apply for it. Therefore, it is important that the advertising campaign be comprehensive and include a carefully worded advertisement. This does not mean, however, that the campaign has to be extensive or expensive. Most local governments, for example, avoid advertising for an administrator in general circulation newspapers unless there is a local requirement to the contrary; this is an expensive form of advertising that does not reach the targeted audience.

More effective vehicles for advertising for chief administrators can be found with organizations that are directly related to local government. In addition to ICMA, the following sources should be considered:

- National League of Cities
- National Association of Counties
- National Association of County Administrators
- National Forum for Black Public Administrators
- International Hispanic Network
- American Society for Public Administration.

Resources at the state level include state municipal leagues, county associations, and municipal assistants organizations. Many of these organizations publish newsletters or magazines and have an online presence; the subscribers to these resources are the men and women in the public administration and local government management professions. Addresses and websites for these resources are listed in Appendix C.

Local governments have some flexibility when preparing and placing advertisements, but at a minimum, the advertisement should include the following:

- Title of the vacant position
- Name of the local government
- Population of the local government
- Amounts of the operating and capital budgets
- Number of full-time employees
- Services provided
- Statement regarding the compensation package
- Filing deadline, including any special items of information desired such as current salary and work-related references
- A brief description of key areas of interest and desirable experience and qualifications (or a reference or email link to the administrator profile)
- Indication of whether residency is required
- A timetable indicating the principal steps and timeframe for the overall recruitment
- Where and to whom to send résumés with a notation as to whether email submittals are acceptable or required
- Website of the local government.

It should be noted that some publications permit the use of display ads that incorporate the local government logo and/or graphics within an innovative format.

In addition to the advertisement, the governing body, through the staff or the executive recruiter, will usually develop a printed brochure that describes the community, the organization, and the position, as well as providing the administrator profile and the governing body's key goals and objectives.

Outreach Strategy While advertising can generate outstanding applicants and the local government should look closely at all received résumés, the governing body should supplement the advertising campaign by identifying an outreach strategy to ensure that the search extends to the widest possible pool of

qualified applicants. The outreach strategy may have a number of approaches for attracting external candidates, encouraging superior internal candidates to apply, and promoting diversity in the applicant pool.

For External Applicants Useful sources of information about potential external candidates include the current administrator, former and retired administrators, members of the local government, local government officials in adjacent communities, executive directors of state leagues, directors of university public administration programs, leaders of regional municipal assistants, and ICMA Range Riders.

When determining an outreach strategy, the governing body, in conjunction with staff or the recruiter, could consider sending letters to identified individuals advising them of the opening and inviting them to send a résumé if they are interested in the position. The correspondence should include a basic package of information describing the local government and the vacant position. For the purposes of confidentiality, all correspondence should either be sent to the applicant's private residence or marked "Personal and Confidential" if sent to the workplace.

Shortly after the letter has been mailed, a follow-up telephone call should be made to confirm that the correspondence was received, assure the recipient that it was not a form letter, indicate why the position may be a good career opportunity, and answer questions. The same deadline for submitting résumés should be used in both the advertisements and the supplemental letters of invitation.

For Internal Applicants The local government should be sure to inform its employees of the vacancy and of how and when to apply. The governing body itself may directly invite one or more employees, such as the assistant city administrator or a department

director, to submit a résumé, or it may do so indirectly through staff or the executive recruiter. Whether in-house applicants are solicited or apply on their own, it is important that they be treated in the same manner as other applicants.

It should be made clear that if an in-house applicant is ultimately selected, it is because the governing body has determined that the candidate was the best choice of all those who applied. While most applicants will receive written notification of their status, the governing body may decide to talk personally with any in-house applicant who was not selected in order to provide good communication with staff, maintain morale, and help ensure an orderly and positive transition.

For Diversity of Applicants Development of a strategy to generate a diverse applicant pool helps to ensure a broad cross-section of candidates. A rich pool with applicants of both sexes and from different races and ethnic backgrounds is beneficial because the chosen candidate will likely bring a different perspective to the organization. Having diversity within a local government can enhance the organization's overall responsiveness to an increasingly more diverse spectrum of residents, improve its relations with surrounding communities, increase its ability to manage change, and expand its creativity.

In addition, the governing body may develop an outreach strategy to encourage the participation of applicants from diverse professional backgrounds. Organizations large and small use executive members of their staff on various levels, and there is often a significant wealth of knowledge to be found among candidates who have had successful careers as assistant city administrators, as department heads, and in other management positions.

6. Key Elements of the Application Process

The application process is the point where effective screening of candidates begins. For this part of the recruitment to be successful, the governing body must proceed carefully and with considerable thought. This section addresses issues such as whether to use a standardized application form; how to provide potential applicants with key information about the position and the local government; and the importance of establishing and maintaining good relations with applicants. High-quality applicants are more likely to pursue the vacancy if the local government can portray itself as a well-run, organized, and efficient organization.

The Application Form

Most local governments prefer to ask applicants to submit a résumé in whatever format the applicant determines will be most effective, rather than a standardized application form. For the applicant, this approach provides flexibility to present past work experience in a way that relates directly to the position in question. At the same time, it permits the local government to see how the applicant organizes and presents material in a written format. The manner in which materials are prepared can be an indication of real interest in the position.

A standardized application form is not recommended in recruitments for the governing body's top administrative professional. If one is used, however, it should be easy to complete, and the information requested should be relevant to the vacant position. Regardless of the form of application, the applicant should be required to submit a cover letter and résumé.

The Local Government Information Packet

Serious applicants will not submit a résumé for consideration until they have done their homework and have satisfied themselves that the position represents a good career opportunity. Often they will seek information from local government officials about the community, the organization, and the position.

This is one of the first contacts that will form an impression of the local government on the potential applicant. If the impression created is that the

Two critical elements of applicant relations are important to stress: keeping the candidates informed of the status of the process and maintaining confidentiality.

recruitment is well organized, that the local government officials know what they are looking for and are consistent in the message, and that sufficient information about the locality is easily obtained, potential applicants are more likely to form a positive image of the position and the governing body in deciding whether to apply.

To help disseminate the same information to all applicants, the governing body could put together a packet of information that includes:

1. A copy of the outreach brochure or other documents that provide the criteria for the position, indicating key objectives and priorities and the administrator profile
2. Ordinance or charter requirements if they contain significant or unusual provisions regarding the position
3. Summary information about the local government, including organizational structure, personnel practices, number of employees, services provided, and budget data
4. Information about the community in the form of a chamber of commerce brochure or similar publication, if such is attractively prepared and available
5. Websites that contain information on the local government and community
6. The name, phone number, and e-mail address of a contact person.

Applicant Relations

Appendix E in this handbook provides some basic do's and don'ts regarding applicant relations and the recruitment process. The two key areas that are important to stress are candidate status notification and confidentiality.

There is no faster way to damage the image of the local government and to lose good applicants than to violate the trust or assurance that was given regarding confidentiality.

Candidate Status Notification As a rule, it is important to engage in the simple and courteous steps of acknowledging résumés as they are received and of notifying applicants of their status as the recruitment proceeds. Prompt acknowledgment of résumés is one indication that the process is being handled in a businesslike manner, and it can add to the applicant's positive impression of the organization. This acknowledgment also should inform the applicant of the recruitment timetable. Unless there are unusual or unanticipated delays, this response should be sufficient until applicants are actually notified as to their final status. To maintain confidentiality, all correspondence should be directed to the applicant's home, not business address.

Additionally, if special circumstances arise (such as a recall election) that might cause a delay in either the recruitment or the selection process, it is important to communicate any changes in the established schedule to all applicants.

Similarly, notifying all applicants as to their status, even if they are not selected as finalists, is a basic courtesy that will affect how the candidate views the local government.

Maintaining Confidentiality Confidentiality is an important consideration in any recruitment. Present job security and long-term career opportunities could

be jeopardized if an applicant's interest in another position is made public prematurely. While applicants realize that the local government will want to contact their current employers to conduct background checks and assess their job performance, they typically prefer to wait until it is clear that they are going to be considered as finalists who will be invited to the second interviews for the position.

The governing body should determine, at the outset, the extent to which the recruitment process will be confidential. The governing body, in consultation with the local government's attorney, should decide the level of confidentiality due to the varying open record and disclosure statutes between the states. If applicants' names are likely to be disclosed at any point, potential applicants should be advised so that they may take it into account in deciding whether to pursue the vacancy.

From a recruiting standpoint, assurance of confidentiality will result in more applications being submitted, particularly from those who are currently employed elsewhere. As confidentiality is important to both parties, such assurances should be honored, and applicants should be given adequate time to notify their current employers before those employers are contacted by the recruiting local government.

7. The Role of the Media in the Recruitment Process

Members of the media will obviously have an interest in the recruitment process and their involvement will be dictated in part by state law and in part by tradition. At the outset, local government officials should brief the media on the timing and steps involved in the overall process. After the deadline has passed for submitting résumés, the governing body may decide to brief the media and the community on the overall response.

As the confidentiality of résumés is a major concern in any recruitment and can significantly affect the number and quality of résumés received, applicants should be apprised of any applicable state laws in this area, and the governing body, with advice from the local government's attorney, should determine what information will and will not be made available to the media.

8. The Selection Process

Once the deadline for submitting résumés has passed and all applications have been received, the selection process begins. Principal steps are as follows:

- Reviewing the applications
- Determining which candidates will be interviewed
- Interviewing the candidates
- Making the final selection.

Reviewing the Applications

The selection process begins with a review of the applications and résumés that have been submitted. Depending on how the governing body has chosen to conduct the recruitment, the participants involved in this initial review may be the body as a whole, the chief elected officer, a subcommittee of the governing body, the staff, or the executive recruitment firm. Alternatively, some local governments have used a panel of chief administrators from other local governments to serve as a screening panel. Regardless of who performs the screening, the objective of the initial review is to identify those candidates who best reflect the qualities, characteristics, experience, and areas of expertise that were defined in the administrator profile.

Major Decision Point: Determining the Candidates to Be Interviewed

The determination of the candidates to be interviewed is a significant decision point in the selection process. The objective here is to narrow the total group of applicants to a smaller group that will continue to the next step.

Initial Background Check After the group of applicants has been narrowed down to those who meet the qualifications described in the administrator profile, the list may be further refined by confirming educational credentials and conducting online checks. Such reviews should not violate the confidentiality of the applicant pool. For online checks, it is important to consider the source and avoid drawing hasty conclusions from these sources.

Selection of Candidates After the review of the résumés and the initial background check, the participants in this process should meet with the governing body as a whole to recommend which applicants should be invited to an interview. The chosen group of candidates should be large enough to expose the governing body to an array of personalities. In most cases, **five to ten candidates** should be selected. The governing body may also establish a secondary list of candidates who could be invited to the interview if one or more of the first group of candidates decline or are unable to continue with the process.

Informing the Candidates Once candidates have been selected, the governing body representative, the staff, or the executive recruiter should contact the each candidate by phone and do the following:

1. Inform the candidate that he or she has been selected to be interviewed and offer congratulations (the candidate should be made to feel that the governing body is pleased to have reviewed his or her résumé). At the same time, confirm the candidate's continuing interest in the position.
2. Advise the candidate of: the nature of the interview process, including date and time, number of other candidates, whether there are any in-house candidates, and when a decision is expected to be made. Indicate that all the details and information will be confirmed in a written correspondence. If email is to be used for this correspondence, confirm the candidate's email address.
3. As described in the section on applicant relations, the governing body should have already determined the extent to which the recruitment process will be confidential. At this point, the candidate should be advised if the names of candidates are to be made public and be given the opportunity to withdraw.
4. Confirm that the candidate has received the information package provided during the application process. Indicate that a supplemental package with more detailed information will be provided directly to the candidate's home in advance of the interview. The supplemental package may include:

- A list of governing body members and their occupations
- Copies of meeting minutes from the past several months
- The general or comprehensive plan and land use maps
- The most recent budget
- A recent bond prospectus
- Any other material that would be of particular relevance, given the goals and objectives of the local government and the criteria for the position.

As an alternative to a paper package of information, the candidates can be directed to the locality's website for such information.

5. Confirm local government policy on reimbursement of expenses incurred in conjunction with the interview. Many local governments reimburse candidates for all out-of-pocket expenses, including reasonable transportation, room, and board. ("Reasonable" is intended to eliminate first-class airline tickets, four-star hotels, and gourmet restaurants.)

Such reimbursement of expenses is another way that the local government can demonstrate its interest in the candidate. It reinforces the positive nature of the recruitment process and is sometimes a factor in whether the candidate is able to attend. Should there be strong reluctance on the part of the governing body to reimburse all expenses, the local government can share expenses with the candidate or can agree to reimburse all expenses incurred after the first trip.

The local government staff can offer to handle all reservations, transportation, and related matters, but this can be cumbersome and time-consuming. In most cases, the local government confirms the time and place and lets the candidate make his or her own arrangements. The candidates usually prefer this approach as well.

Interviewing the Candidates

Most local governments use the interview approach for selecting the chief administrator. In this approach, the governing body will meet as a whole with each individual candidate. As the initial interview is usually limited to an hour, a second interview with one or more of the finalists is generally incorporated into the process.

Initial Interview The following provides important guidelines for conducting the initial interview.

Structure of the Interview The interview process should be well organized in a comfortable setting for both parties that invites open and relaxed discussions. This element of the process is generally not considered a public meeting, although the governing body, staff, or executive recruiter should consult with the city's legal advisor to ensure that all requisite notices are sent and other legal requirements are met.

All members of the governing body should participate in the interview with one member, usually the chair, designated as the discussion leader. This interview should last at least an hour as it is difficult to pursue a range of questions in less time. Further, all candidates anticipate and deserve an opportunity to present their qualifications to the governing body and describe their interest in the position. It is important to realize that the interview process not only provides the governing body with an opportunity to improve its knowledge of the candidate but also influences the candidate's interest in the position.

As part of the initial interview, the governing body may want to include a comprehensive tour of the community. A trusted senior staff person would be a likely tour guide.

Content of the Interview Questions During the first interview, the governing body will question the candidate about a variety of matters, such as overall work experience, specific accomplishments, career objectives, alternative approaches to practical problems faced by the local government, and similar matters. A list of potential questions is provided in Appendix D.

The interview also gives the candidate an opportunity to evaluate the governing body as a group and to ask questions. An important issue to discuss during the interview is the governing body's working relationship with the administrator, clarifying all roles and responsibilities.

During the formal and any informal meetings between the governing body and the candidates, discussions and questions should focus on the criteria for the position that were established at the outset of the recruiting process. Obviously, discussions should stay within acceptable legal parameters and should not include references to politics, religion, age, racial origin, and sexual preferences.

When the initial interview process is over, the governing body should avoid impulsive action but rather take whatever time is necessary to arrive at a comfortable and well-reasoned decision. At this point, either one person has emerged as the clear choice of the

governing body; or, more likely, the pool of candidates has been narrowed down to two or three individuals that the governing body would like to further pursue. In most cases, the process will involve a second interview of this smaller group of finalists. However, if there is one clear choice, please refer to the section entitled “Making the Final Selection.”

Second Interview If, after the initial interview, there are two or three candidates that the governing body would like to further consider, a couple of options exist for setting up a second interview:

1. The governing body may invite the finalists back for a second, more in-depth interview, coupled perhaps with some sort of community function. This arrangement often provides the governing body with the insight needed to make a final decision.
2. The governing body may invite the finalists back for a second, more in-depth interview, coupled with an opportunity for community leaders and/or staff to provide input into the selection of the chief administrator.

In either case, finalists should be notified of their status, congratulated for being among the select few who will be further considered, informed of the process, and asked for permission for the governing body to conduct reference checks.

Reference Checks As the governing body is now deciding between two or three qualified candidates, it is important at this point to conduct reference checks that provide additional information on which to base the decision. References should be checked to learn about each finalist’s ability to work effectively with people, to develop a more complete understanding of the finalist’s work experience and specific accomplishments, and to see if the finalist’s qualifications match the profile for the position. The following suggestions are important for ensuring consistency and thoroughness when conducting reference checks:

- The reference checks may be performed by members of the governing body, staff, or executive recruitment firm. In general, however, it is advisable to limit the number of people performing the checks to one or two. It may be difficult, depending on the number of candidates, to have one person perform all the reference checks, especially if there are three references for each candidate. Further, it can be helpful if two people compare notes on the same candidates.

- Be consistent in discussing issues with and asking questions of each candidate in order to provide a good basis for comparison.
- Contact enough people to ensure a consistent reading as to the candidate’s strengths and weaknesses. If a reference can say only good things about the candidate, he or she should be asked directly what weaknesses the candidate has.

Decision Point: Inviting the Candidate’s Spouse/ Partner While the focus of the recruitment is on the chief administrator, the governing body may formally invite the candidate’s spouse/partner to the community during the interview process. Generally, this type of invitation occurs only after the first interview process has narrowed the group of candidates down to the top two or three. The spouse/partner should never be included in the formal interview process, nor made to feel as if he or she is being interrogated in any way.

If the governing body formally invites the spouse/partner to accompany the candidate, it is important that this part of the process be as well organized as all the other parts that concern the candidate directly. Here, too, an important impression about the community is being made. The interests of the spouse/partner should be carefully determined and accommodated.

On the other hand, the governing body may use an informal, non-structured approach to the involvement of the spouse/partner. Understanding that a candidate may bring his or her spouse/partner along to explore the community as a possible future home, the governing body may consider having a packet of relevant community information available.

Decision Point: Community Involvement The governing body must decide whether to involve community members or committees in the interview process. In most cases, the local government assumes responsibility for the interviews and conducts the process of selecting the new chief administrator without the involvement of members of the community.

In some cases, however, governing bodies have chosen to supplement the usual discussion between members and finalists by inviting community leaders to participate. For example, finalists may meet with selected community leaders to answer questions and receive their input on matters they consider important to the local government. If this option is taken, the purpose of the meeting should be made clear to all involved. Both the finalist and the community members should know whether these meetings are intended simply to provide the

finalist with additional information on the local government or whether the community group will also be involved in the actual selection process. In the latter case, although the input from the community will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Decision Point: Staff Involvement The governing body must also decide whether to involve staff members in the interview process. It may choose to supplement the usual discussion between members and finalists by inviting staff members to participate. For example, finalists may meet with selected department directors to answer questions and review departmental operations in more detail.

If this option is taken, its purpose should be made clear to all involved. Both the finalist and the staff members should know whether these meetings are intended simply to provide the finalist with additional information on the local government or whether the group will also be involved in the selection process. In the latter case, although the input from the staff will be valuable, it should be made clear that the governing body will make the final selection based upon a variety of factors.

Major Decision Point: Making the Final Selection

After the second interviews, there should be one person who is the clear first choice of the majority, if not all, of the governing body. It is important to both the governing body and the potential new hire that the decision be unanimous, if possible. A unanimous vote from the governing body demonstrates a commitment of support to the new chief administrator and sends a positive message to both the organization and the community. If the governing body is divided on the appointment and the decision is not unanimous, however, the chosen finalist should be advised of this prior to accepting the position.

Once the selection has been made, the governing body, staff, or executive recruiter should contact the

It is important that the vote for the new chief administrator be unanimous, if possible. This sends a positive message to the organization and the community.

finalist, confirm his or her willingness to accept the position, and obtain permission to conduct a very thorough background check, which will be performed by an outside party. This process includes interviews with individuals in the candidate's current community, an investigation into possible criminal history, and a credit check, which requires the candidate's consent.

Another element of this final selection process may include some or all of the members of the governing body making an on-site visit to the finalist's current community. Often finalists insist that an agreement regarding terms and conditions of employment be agreed upon before being open to a site visit.

Once the governing body is satisfied with the results of that process, it may inform the finalist and move ahead to put together a total compensation package and discuss other related arrangements. However, if the governing body is unable to satisfactorily conclude negotiations with its first choice, it may need to engage in discussions with one of the other finalists. Thus, it should refrain from notifying the other finalists until all arrangements have been finalized with the first-choice candidate.

From a public image standpoint, it is imperative that all candidates learn about the final selection from the governing body or its representative, as opposed to hearing about it from a third party or reading about it online or in a newsletter or professional publication. A representative from the governing body, staff, or executive recruitment firm should personally contact the runners-up prior to or at the same time that a news release about the appointment is issued.

9. The Negotiation Process

Once the local government has made its decision and the finalist has indicated a willingness to serve as the chief administrator, a number of final arrangements must be completed. These include negotiating a compensation package and completing transition activities. Only after these arrangements are concluded can the new chief administrator relocate and begin work for the community.

Preparation for Negotiation

The governing body needs to ensure that relations with the new administrator get off to a good start. At this point, nothing should happen that causes the new administrator to reconsider.

It is important that the governing body identify a single individual to act as the negotiator for the local government. Depending on the approach that the governing body has selected, the negotiator may be a member of the governing body; a member of the staff, such as the interim chief administrator or the municipal attorney; or the executive recruiter. The following are important guidelines regarding the structure of the negotiations:

1. The atmosphere should be friendly and relaxed.
2. The negotiator should be flexible. Negotiating implies a willingness to consider options and alternatives in pursuit of an acceptable package. There may well be more than one way to meet the financial objectives of the new administrator.
3. The governing body should be realistic. No matter how beautiful and desirable the community or position may be, the finalist is unlikely to accept the new position without an increase in pay over his or her present salary.

Major Decision Point: Negotiating Compensation

In compensation negotiations, base salary is a good place to start. The ICMA Compensation Guidelines, which are provided in Appendix B, are a good source of information to help with this part of the process. The person conducting the negotiation on behalf of the local government should keep the following questions in mind:

The governing body should rely on a single individual to handle its part of the negotiation process.

The process should be friendly and relaxed; the negotiator should be flexible; and the governing body should be realistic in its guidelines to the negotiator.

1. Ultimately, what salary will be acceptable to the governing body?
2. What is the bargaining range?
3. What is the current salary of the applicant?
4. What type of salary and total compensation package did the candidate discuss during the interview?

ICMA, the National Association of Counties, and state leagues of cities and counties are sources of information on the salaries of local government administrators around the country. Prior to initiating negotiations, the governing body should compare its salary range with that of other governing bodies in same region of the country.

Elements of Total Compensation Elements of a total compensation package typically include:

- Base salary
- Deferred compensation
- Severance pay
- Use of government car or car allowance
- Use of technology or technology allowance
- Retirement plan
- Medical and other insurance (dental, optical, life, disability)
- Vacation accrual
- Holidays
- Sick leave accrual
- Membership dues, conference, and professional development attendance fees.

Before the negotiation begins, the governing body should ask the candidate to provide a written itemization of his or her current total compensation. After receiving this information, the person negotiating on behalf of the governing body should outline a proposed package and provide it to the candidate. Usually there will be no negotiation on those benefits that are similar among local governments, such as medical insurance and holidays. The variables most often relate to base salary and particular financial objectives, such as deferred compensation, health insurance, and requirements to join a state retirement system.

The proposed compensation package should

- (1) leave the individual whole on basic benefits,
- (2) provide an appropriate step forward in cash-related benefits,
- (3) ensure an increase in take-home pay, and
- (4) deal with any particular financial objectives that the new administrator may have.

Noncompensation Elements During the negotiations, some issues will arise that do not relate to the total compensation package but may well have significant financial implications for both the local government and the new administrator. Both parties need to be flexible and realistic in dealing with these issues:

- **Relocation expenses:** It is common for local governments to pay the one-time cost of relocating the administrator and his or her family and household furnishings to the new local government. Sometimes both parties agree on a “not-to-exceed” figure based on estimates from moving companies.
- **Temporary housing:** An allowance for temporary housing is usually provided until the new administrator is able to sell his or her former home and/or relocate his or her family. Typically, this amount is sufficient to cover the cost of a modern furnished apartment or condominium. Again, both parties may agree to a fixed time period or amount.
- **Commuting expenses:** As with temporary housing, the local government often will agree to reimburse the administrator for periodic family visits or for the spouse/partner to visit for house-hunting purposes.
- **Housing assistance:** Regional variations in the cost of housing or housing financing can complicate the negotiations. There is considerable precedent

for local governments—using appropriate safeguards and limits—to assist in the purchase and/or financing of housing for the new administrator. A variety of options exist, including a loan or a salary supplement.

Employment Agreements It is in the interests of both the community and the chief administrator to have a written summary of the terms and conditions of employment to which both parties have agreed. The stable working situation created by such an agreement helps to attract and keep top-flight administrators in a generally mobile profession. ICMA recommends the use of employment agreements because the detailing of salary, benefits, and other conditions of the administrator’s job puts those items where they belong—in a contract where both parties can know what is expected—and removes them from the daily agenda of the chief administrator and members of the governing body.

While such an agreement usually does not refer to a specific term of employment and permits either the governing body or the chief administrator to terminate for cause or at will, it should include a section providing the administrator with severance pay for a fixed period of time if he or she is terminated. This provides important personal and professional security for local government chief administrators, as they have the rather unique situation of working at the pleasure of the governing body with the possibility of dismissal for any reason at any time.

While not a lengthy legal document, the employment agreement is usually drafted by the local government’s attorney. The new administrator is often given an opportunity to prepare a first draft for consideration. If an employment agreement is not used, a formal letter of understanding, at a minimum, should be prepared.

As a final note on this process, the governing body should be prepared for the possibility that it will be unable to reach agreement on compensation or other matters with the first-choice candidate. In these instances, the governing body typically enters into negotiations with its second-choice candidate. As indicated previously, once an agreement has been finalized, all other candidates should be promptly notified that they were not selected.

10. The Transition Process

After the governing body and new chief administrator have reached agreement on the issues of compensation, starting date, and method and timing of announcing the selection to both the community and the administrator's former local government, the transition process begins.

Announcing the Selection

The announcement of the selection should be well planned and coordinated between the governing body and new chief administrator. Two factors should precede any formal announcement of the appointment:

- The successful candidate has formally accepted the position and the negotiations have been concluded; and
- The successful candidate has been given the opportunity to notify his or her current governing body about the appointment.

This public announcement should be coordinated carefully to recognize the instantaneous nature of electronic communication.

Additional Elements

Additional elements that the governing body may employ to ensure a smooth transition for the new chief administrator are as follows:

- **General assistance:** For a smooth transition, the local government should offer whatever general assistance the new administrator might need in moving, such as introductions to realtors and

bankers and support to the spouse/partner in finding suitable employment.

- **Orientation meetings:** The governing body should arrange to introduce the new chief administrator to department heads and local government staff. While the new administrator may have met some of these individuals during the interview process, a special meeting or reception can be a pleasant way to turn over responsibility. Similar meetings, briefing sessions, and/or receptions can be arranged to introduce the new administrator and his or her family to community groups, civic leaders, and residents in general.
- **Local government work session, orientation, and review of objectives:** It is desirable to have an initial work session with the new administrator to discuss and clarify initial expectations on both sides and to review goals and objectives. Even though some of these issues may have been raised during the interview process, communication from the outset can help ensure a smooth working relationship.
- **Performance evaluation:** Using the position's goals and objectives as a starting point, the governing body and new chief administrator should agree to an annual or semiannual review of the administrator's performance. This established and formal process helps to ensure that communication between the parties is maintained, that progress is monitored, and that goals and objectives are reviewed and refined on a regular basis.

11. Conclusion

Choosing a chief administrator can be the most significant action of the governing body. The chief administrator is a leader, coach, and chief of strategy for the staff team whose job it is to implement a vision, policy, and procedures; accomplish goals; and achieve the desired output of the organization. Similar to a chief executive officer of a Fortune 500 company, the chief administrator is also responsible for serving an elected governing body, managing the financial aspects of the organization, directing the employees, ensuring quality customer service, and implementing legal and ethical standards. Furthermore, unique to public agencies, the chief administrator oversees an organization that is focused on providing a variety of services to the community rather than on making a profit.

In addition to a very diversified portfolio of services that must be provided and interests that must be served fairly, the chief administrator is responsible for an organization that must balance its budget; provide for and encourage public input into decision making; and understand, respect, and appreciate the political environment. In summary, the position of chief administrator requires a variety of skill sets—not every person is capable of performing the role. Therefore,

selecting the right person for the job is critical for the governing body and for the community.

This guidebook addresses a number of factors to consider in recruiting, selecting, negotiating, and hiring a professional local government manager. In doing so, it elaborates on the “best practices” for identifying the appropriate skills and background of a chief administrator, noting that the governing body must identify the qualities, characteristics, experience, and areas of expertise that would be found in the ideal candidate. Throughout the entire process, clear communication to staff, the community, and the media is essential for achieving the governing body’s goals. In the end, the process of recruiting and selecting a chief administrator should be a positive and unifying experience, resulting in the appointment of an individual who represents and embodies the governing body’s vision for the future.

ICMA and its members are resources available for providing guidance and recommendations in the recruitment of a chief administrator. With this document, we hope we have provided a basic understanding of the process involved in selecting a professional local government manager who meets the needs of the community.

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in July 2004.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Guideline

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Guidelines

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of

a member considering several offers or seeking several positions at the same time, but once a *bona fide* offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

Guideline

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Guideline

Conflicting Roles. Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Guidelines

Elections of the Governing body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not engage in active participation in the election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members should not engage in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote and to voice their opinion on public issues. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections in the Council-Manager Plan. Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

Presentation of Issues. Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Guidelines

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Guideline

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Guideline

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

Guidelines

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift--whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form--under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In *de minimus* situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Member should not invest or hold any investment, directly or

indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the

following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by non-profit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

ICMA Guidelines for Compensation

Maintaining public trust and integrity in local government requires both effective governance and management of the organization. The following guidelines are intended to establish a best practice for establishing and negotiating compensation for local government executives and staff and to clarify the roles and responsibilities of the governing body, local government manager, and employee.

The Principles

Compensation and personnel matters should be guided by the core principles of the ICMA Code of Ethics. ICMA affirms that the standard practice for establishing the compensation of local government managers be fair, reasonable, transparent, and based on comparable public salaries nationally and regionally. ICMA members should act with integrity in all personal and professional matters in order to merit the trust of elected officials, the public and employees. Local government managers have an ethical responsibility to be clear about what is being requested and to avoid excessive compensation.

Elected officials perform a critical governance role providing oversight of the management of the organization. To that end, they must be engaged in establishing the process for determining the compensation for all executives appointed by the governing body.

Compensation should be based on the position requirements, the complexity of the job reflected in the composition of the organization and community, the leadership needed, labor market conditions, cost of living in the community, and the organization's ability to pay.

The Process for Negotiating Executive Compensation

To establish fair and reasonable compensation, the governing body operating as a committee of the whole or as a designated evaluation and compensation subcommittee, should design and implement the methodology for setting the compensation of the local government manager and any other appointees of the governing body.

Compensation benchmarks should be established based on comparable local government or public sector agencies.

The governing body should engage experts whether contracted or in house as necessary to provide the information required to establish fair and reasonable compensation levels.

All decisions on compensation and benefits must be made by the entire governing body in a public meeting.

Compensation Guidelines for Local Government Executives

A starting point for the elected officials and local government manager in any salary negotiation should be to

1. Determine the requirements of the job and the experience needed to successfully perform the job duties.
2. Examine market conditions to learn what comparable public sector executives earn. A best practice would be to gather information using pre-determined comparable benchmark local governments or public sector agencies.
3. Understand the services provided by the local government along with the nature of the current issues in the organization and in the community, and then compare these with the individual's expertise and proven ability to resolve those issues.
4. Identify the local government's current financial position, its ability to pay, and the existing policies toward compensation relative to market conditions.
5. Weigh factors such as the individual's credentials, experience and expertise when setting salary.
6. Consider additional compensation in areas where the cost of living is high and the governing body wants the manager to reside within the community. In addition, other unique and special circumstances may be taken into consideration, such as difficult recruitment markets and the particularly challenging needs of the public agency.
7. Seek legal advice as needed and appropriate during periods prior to the beginning of employment when terms and conditions are being negotiated and finalized.

Severance

Severance provisions established in the employment agreement must be both reasonable and affordable so that the cost of the severance is not an impediment to fulfilling the governing body's right to terminate a manager's service, if desired, but is consistent with the role and expectations of the position. The ICMA Model Employment Agreement (see Appendix F) recommends a one year severance but recognizes that the length of service with an organization may justify a higher severance.

Compensation Changes

1. Benefits and salary increases should be reasonably comparable to those that local government executives receive within the designated benchmark or regional market area and generally consistent with other employees.
2. Merit adjustments or bonuses should be contingent upon performance and the overall financial position of the local government to afford additional compensation payments. Provisions regarding consideration of periodic merit adjustments in salary should be pre-determined.
3. Local government managers must recognize and effectively manage conflicts of interest inherent in compensation changes. Managers should avoid taking steps regarding pension and other benefits where they will be the sole or primary beneficiary of the change. Examples include:
 - Dramatically increasing salary thereby leading to pension spiking.
 - Recommending or implementing single highest year to determine retirement benefits
4. An individual should receive a single salary that recognizes all duties and responsibilities assigned rather than different salaries for different assignments.
5. Local government managers should not put their personal compensation interests before the good of the overall organization and that of the citizens.

Transparency

1. Local government managers should provide their total compensation package to the governing body

when requesting compensation changes so that the governing body has a comprehensive view of the compensation package.

2. In the interest of fairness and transparency, there should be full disclosure to the governing body, prior to formal consideration and approval, of the potential cost of any benefit changes negotiated during employment.
3. When the terms and conditions of employment are being renegotiated with the employer and at the end when the employment is being terminated, ICMA members have a duty to advise the elected officials to seek legal advice.
4. In the interests of transparency, the salary plan and salary ranges for local government positions, including that of the manager, should be publicly accessible on the agency's website.

General Compensation Guidelines for All Employees

1. Each local government should establish benchmark agencies, which are determined using set criteria such as, but not limited to,
 - Geographic proximity
 - Similarity with regard to the nature of the services provided
 - Similarity in employer size/population size
 - Similarity in the socioeconomic makeup of the population
 - Other similar employers in the immediate area.
2. The local government should develop appropriate compensation levels that are in line with their labor market. Doing so will enable the organization to establish and maintain a reputation as a competitive, fair, and equitable employer as well as a good steward of public funds.
3. When considering any salary or benefit changes, the immediate and anticipated long-term financial resources of the organization always should be taken into account.
4. Appropriate financial practices should be followed to both disclose and properly fund any related future liability to the local government.

Appendix C:

Professional Organizations to Consider Posting Position Vacancy

International City/County Management Association (ICMA)

777 North Capitol Street NE, Suite 500
Washington, DC 20002
Phone: 202-289-4262

JobCenter

Rates/Information:
www.icma.org/en/icma/career_network/employers/difference

American Society for Public Administration (ASPA)

1301 Pennsylvania Avenue NW, Suite 700
Washington, DC 20004
Phone: 202-393-7878

PublicServiceCareers.org (online)

Rates/Information:
www.publicservicecareers.org/?pageid=617

National Association of Counties (NACo)

25 Massachusetts Avenue NW, Suite 500
Washington, DC 20001
Phone: 202-393-6226 or 1-888-407-6226

JobsOnline (website) and County News Job Market/Classified Ad (newspaper)

Rates/Submissions:
www.naco.org/programs/jobsonline/Pages/JobsOnlineSubmission.aspx

National Association of County Administrators (NACA)

777 North Capitol Street NE, Suite 500
Washington, DC 20002
Email: naca@icma.org

National Forum for Black Public Administrators (NFBPA)

777 North Capitol Street NE, Suite 807
Washington, DC 20002
Phone: 202-408-9300

NFBPA Career Center

Ad Rates/Information: careers.nfbpa.org/rates.cfm
Phone: 1-866-964-2765
E-mail (Job Posting Sales): postings@boxwoodtech.com

National League of Cities (NLC)

1301 Pennsylvania Avenue NW, Suite 550
Washington, DC 20004

Nation's Cities Weekly Classifieds

Rates/Submissions:
www.nlc.org/news-center/nations-cities-weekly/classifieds/ncw-submit-classified

International Hispanic Network (IHN)

2107 North First Street, Suite 470
San José, CA 95131
Phone: 408-392-0232

Job Posting

Rates/Submissions:
www.ihnonline.org/jobsaddform.asp

STATE MUNICIPAL LEAGUES

Alabama League of Municipalities (www.alalm.org)

535 Adams Avenue
Montgomery, AL 36104
Phone: 334-262-2566

Municipal Classified Ads

Posting Information: carrieb@alalm.org

Alaska Municipal League (www.akml.org)

217 Second Street, Suite 200
Juneau, AK 99801
Phone: 907-586-1325

AML Classifieds

Informational Brochure:
www.akml.org/uploads/MunicipalClassifiedAdGuidelines.pdf
Phone: 1-877-636-1325
Email: info@akml.org

League of Arizona Cities and Towns (www.azleague.org)

1820 West Washington Street
Phoenix, AZ 85007
Phone: 602-258-5786

Municipal Employment Opportunities

Rates/Information:

www.azleague.org/index.cfm?fuseaction=jobs.main

Email: jobs@azleague.org

Arkansas Municipal League (www.arml.org)

301 West 2nd Street
North Little Rock, AR 72115
Phone: 501-374-3484

City & Town Municipal Mart

Rates/Information:

www.arml.org/classifieds.html

Submissions: 501-374-3484

League of California Cities (www.cacities.org)

1400 K Street, Suite 400
Sacramento, CA 95814
Phone: 916-658-8200

Western Cities

Rates/Submissions:

www.westerncity.com/Western-City/Job-Opportunities/How-to-Post-a-Job

Colorado Municipal League (www.cml.org)

1144 Sherman Street
Denver, CO 80203
Phone: 303-831-6411 or 1-866-578-0936

CareerLink

Postings: www.cml.org/CareerLink.aspx

Connecticut Conference of Municipalities (www.ccm-ct.org)

900 Chapel Street, 9th Floor
New Haven, CT 06510
Phone: 203-498-3000

Municipal Job Bank

Information/Rates/Submissions:

www.ccm-ct.org/Plugs/job-bank.aspx

Delaware League of Local Governments (www.dllg.org)

P.O. Box 484
Dover, DE 19903
Phone: 302-678-0991

Provides no employment listings

Florida League of Cities (www.floridaleagueofcities.com)

301 South Bronough Street, Suite 300
Tallahassee, FL 32301
Phone: 850-222-9684 or 1-800-342-8112

FLC E-News

Information/Submissions:

www.floridaleagueofcities.com/Publications.aspx?CNID=179

Phone: 850-322-7221

Georgia Municipal Association (www.gmanet.com)

201 Pryor Street SW
Atlanta, GA 30303
Phone: 404-688-0472

Classifieds/Marketplace

Submissions:

www.glga.org/SubmitListing.aspx

Phone: 678-686-6209

Hawaii (none available)

Association of Idaho Cities (www.idahocities.org)

3100 South Vista Avenue, Suite 310
Boise, ID 83705
Phone 208-344-8594

Employment Opportunities

Information/Rates/Submissions:

www.idahocities.org/index.aspx?nid=213

Illinois Municipal League (www.iml.org)

500 East Capitol Avenue
Springfield, IL 62701
Phone: 217-525-1220

Classifieds

Information/Submissions:

www.iml.org/contact.cfm?user=rturner&subject=Submit%20Classified%20Ad

Rates: www.iml.org/page.cfm?category=640

Indiana Association of Cities and Towns

(www.citiesandtowns.org)

200 South Meridian Street, Suite 340
Indianapolis, IN 46225
Phone: 317-237-6200

Municipal Dispatch

*Contact Publications and Marketing Director
Staff Directory:*

www.citiesandtowns.org/topic/subtopic.php?fDD=2-15

Iowa League of Cities (www.iowaleague.org)

317 Sixth Avenue, Suite 800
Des Moines, IA 50309
Phone: 515-244-7282

Classifieds

Information/Rates/Submissions:

www.iowaleague.org/Pages/SubmitClassified.aspx

League of Kansas Municipalities (www.lkm.org)

300 SW Eighth Avenue
Topeka, KS 66603
Phone: 785-354-9565

Kansas Government Journal (and online)

Rates: www.lkm.org/classifieds/jobs

Submissions: classifieds@lkm.org

Kentucky League of Cities (www.klc.org)

100 East Vine Street, Suite 800
Lexington, KY 40507
Phone: 859-977-3700 or 1-800-876-4552

City Job Opportunities Online

Submissions: www.klc.org/employment_post.asp

Louisiana Municipal Association (www.lma.org)

700 North 10th Street
Baton Rouge, LA 70802
Phone: 225-344-5001 or 1-800-234-8274

Maine Municipal Association (www.memun.org)

60 Community Drive
Augusta, ME 04330
Phone: 207-623-8428

Job Bank and Classifieds

Information/Rates:

www2.memun.org/public/wantads/itemlist.cfm

Submissions: ResourceCenter@memun.org

Maryland Municipal League (www.md MUNICIPAL.org)

1212 West Street
Annapolis, MD 21401
Phone: 410-268-5514 or 1-800-492-7121

Classifieds

Submissions: stevel@md MUNICIPAL.org

Massachusetts Municipal Association (www.mma.org)

One Winthrop Square
Boston, Massachusetts 02110
Phone: 617-426-7272

The Beacon (and online)

Information/Rates:

www.mma.org/ad-rates-and-details

Submissions: www.mma.org/ad-submission-form

Michigan Municipal League (www.mml.org)

1675 Green Road
Ann Arbor, MI 48105
Phone: 734-662-3246 or 1-800-653-2483

Classifieds

Information/Rates:

www.mml.org/classifieds/guidelines.html

Submissions:

www.mml.org/classifieds/classifiedsform.php

League of Minnesota Cities (www.lmc.org)

145 University Avenue West
St. Paul, MN 55103
Phone: 651-281-1200 or 1-800-925-1122

City Job Opportunities

Information/Rates:

www.lmc.org/page/1/posting-city-jobs.jsp

Submissions: HR-CityAds@lmc.org

Mississippi Municipal League (www.mmlonline.com)

600 East Amite Street, Suite 104
Jackson, MS 39201
Phone: 601-353-5854

Classifieds

www.mmlonline.com/classifieds.aspx

Contact MML Staff – Staff Directory:

www.mmlonline.com/contact.aspx

Missouri Municipal League (www.mocities.com)

1727 Southridge Drive
Jefferson City, MO 65109
Phone: 573-635-9134

Career Center

Information/Rates:

www.mocities.com/networking

Submissions: tshaw@mocities.com

Montana League of Cities and Towns (www.mlct.org)

208 North Montana Avenue, Suite 106
Helena, MT 59601
Phone: 406-442-8768

Job Openings

Submissions: Contact Office Manager
Staff Directory: www.mlct.org/about-mlct/staff.html

League of Nebraska Municipalities (www.lonm.org)

1335 L Street, #A
Lincoln, NE 68508-2596
Phone: 402-476-2829

Job Postings

Information/Rates/Submissions:
www.lonm.org/careers.html

Nevada League of Cities and Municipalities

(www.nvleague.org/admin/about.htm)

310 South Curry Street
Carson City, NV 89703
Phone: 775-882-2121

New Hampshire Local Government Center (www.nhlgc.org)

25 Triangle Park Drive
Concord, NH 03301
Phone: 603-224-7447

Classifieds

Information/Rates/Submissions:
www.nhlgc.org/classifieds/submitad.asp

New Jersey State League of Municipalities

(www.njslom.org)

222 West State Street
Trenton, NJ 08608
Phone: 609-695-3481

Classifieds

Information/Rates/Submissions:
www.njslom.org/classifieds_jobs.html

New Mexico Municipal League (www.nmml.org)

1229 Paseo de Peralta
Santa Fe, NM 87501
Phone: 1-800-432-2036

Classifieds

Information/Submissions:
www.nmml.org/blog/category/classifieds/positions-available

New York State Conference of Mayors and Municipal

Officials (www.nycom.org)

119 Washington Avenue
Albany, NY 12210
Phone: 518-463-1185

Help Wanted Classifieds

Information/Submissions:
www.nycom.org/mn_class/helpwanted.asp#

North Carolina League of Municipalities (www.nclm.org)

215 North Dawson Street
Raleigh, NC 27603
Phone: 919-715-4000

Southern City, League Letter, and/or online:

Information:
www.nclm.org/resource-center/Pages/jobs.aspx
Rates/Submissions:
www.nclm.org/programs-services/publications/Pages/southern-city.aspx

North Dakota League of Cities (www.ndlc.org)

410 East Front Avenue
Bismarck, ND 58504
Phone: 701-223-3518

Municipal Ads – Job Opportunities

www.ndlc.org/index.asp?Type=B_BASIC&SEC={D835005A-831C-4BB1-BF46-7D93A07A0083}
Contact NDLC Staff – Staff Directory:
www.ndlc.org/index.asp?Type=B_BASIC&SEC={846F9FCA-A6EE-4082-B241-8DA3E991D99A}

Ohio Municipal League (www.omloho.org)

175 South Third Street, Suite 510
Columbus, OH 43215
Phone: 614-221-4349

Classified Advertisements

Information/Rates/Submissions:
www.omloho.org/Classifieds.htm

Oklahoma Municipal League (www.oml.org)

201 Northeast 23rd Street
Oklahoma City, OK 73105
Phone: 405-528-7515

Job Listings

Information/Rates/Submissions:
www.okml.webs.com/joblistings.htm

League of Oregon Cities (www.orcities.org)

1201 Court Street NE, Suite 200
Salem, OR 97301
Phone: 503-588-6550

Personnel Recruitment – Jobs

Information/Rates/Submissions:
www.orcities.org/JobInterims/Job/tabid/816/language/en-US/Default.aspx
Available Interim Candidates:
www.orcities.org/JobInterims/Interims/tabid/5849/language/en-US/Default.aspx

Pennsylvania League of Cities & Municipalities

(www.plcm.org)
414 North Second Street
Harrisburg, PA 17101
Phone: 717-236-9469

Municipal Job Junction

Information/Rates/Submissions:
www.plcm.org/index.asp?Type=B_BASIC&SEC={24C2F4FE-80F6-4E58-BA9F-53345F31E1D7}&DE

Rhode Island League of Cities and Towns

(www.rileague.org)
One State Street, Suite 502
Providence, RI 02908
Phone: 401-272-3434

Available Positions

Information/Submissions:
www.rileague.org/site/classifieds/available.html

Municipal Association of South Carolina (www.masc.sc)

1411 Gervais Street
Columbia, SC 29211
Phone: 803-799-9574

Job Openings:

Information/Submissions:
www.masc.sc/municipalities/Pages/Postinganadvertisement.aspx

South Dakota Municipal League (www.sdmunicipalleague.org)

208 Island Drive
Fort Pierre, SD 57532
Phone: 605-224-8654

Classifieds

Information/Rates/Submissions:
www.sdmunicipalleague.org/index.asp?Type=B_JOB&SEC=%7B9C4C9345-D0E6-470D-A708-181FD9B26F51%7D

Tennessee Municipal League (www.tml1.org)

226 Capitol Boulevard, Suite 710
Nashville, TN 37219
Phone: 615-255-6416

Classifieds

Contact Administrative Assistant – Staff Directory:
www.tml1.org/staff.php?ln_ses=1%7C4

Texas Municipal League (www.tml.org)

1821 Rutherford Lane, Suite 400
Austin, TX 78754
Phone: 512-231-7400

Career Center

Information/Submission: www.tml.org/careercenter.asp

Utah League of Cities and Towns (www.ulct.org)

50 South 600 East, Suite 150
Salt Lake City, UT 84102
Phone: 801-328-1601 or 1-800-852-8528

Job Bank

Submissions: www.ulct.org/jobbank/index.html

Vermont League of Cities & Towns (www.vlct.org)

89 Main Street, Suite 4
Montpelier, VT 05602
Phone: 802-229-9111

Classifieds

Information/Rates/Submissions:
www.vlct.org/marketplace/classifiedads

Virginia Municipal League (www.vml.org)

13 East Franklin Street
Richmond, VA 23219
Phone: 804-649-8471

Marketplace – Jobs in Local Government

Information/Rates/Submissions:
www.vml.org/JOBS/Job.html

Association of Washington Cities (www.awcnet.org)

1076 Franklin Street SE
Olympia, WA 98501
Phone: 360-753-4137

JobNet

Information/Submissions:
www.awcnet.org/Jobnet/ForEmployers.aspx

West Virginia Municipal League (www.wvml.org)

2020 Kanawha Boulevard
Charleston, WV 25311
Phone: 304-342-5564 or 1-800-344-7702

Classifieds

Information/Submissions: wvml@wvml.org

League of Wisconsin Municipalities (www.lwm-info.org)

122 West Washington Avenue, Suite 300
Madison, WI 53703
Phone: 608-267-2380

Classifieds

Information/Rates/Submissions:

www.lwm-info.org/index.asp?Type=B_JOB&SEC=%7B428BF440-C1B3-494D-8B98-837FE87BCFCA%7D

Wyoming Association of Municipalities (www.wyomuni.org)

315 West 27th Street
Cheyenne, WY 82001
Phone: 307-632-0398

Classifieds

Information:

www.wyomuni.org/index.asp?Type=B_JOB&SEC={AE206698-9002-49A0-983C-9CFCD28D226}
Submissions: wam@wyomuni.org

Appendix D:

Potential Interview Questions³

It is suggested that each member of the governing body ask the same question(s) of each candidate.

Candidate Traits/Experience/ Qualifications

1. Provide a brief summary of your education and work experience.
2. Please briefly describe your experience with
 - a. Land use planning
 - b. Economic development/redevelopment
 - c. Tax increment financing
 - d. Business attraction and retention programs
 - e. Beautification programs
 - f. Business assistance programs—e.g., façade improvement, code compliance
 - g. Annexation
 - h. Subdivision policies and regulations, particularly as they relate to storm-water management
 - i. Zoning
 - j. Building code administration
 - k. Municipal facilities expansion—in particular, water and wastewater utility expansions
3. How would you describe your leadership and management styles?

Interaction with Governing Body

1. What do you perceive to be the chief administrator's role in working with the governing body, local government attorney, and clerk?
2. What are your expectations of the governing body in relation to
 - a. Yourself
 - b. Other staff
3. How and when do you communicate with the governing body?

Candidate Thoughts on Role of Administrator

1. In your opinion, what role should the administrator have in the community?
2. Do you believe the administrator should be an active member of a service or fraternal organization? If yes, why?
3. How do you deal with the news media?
4. How do you deal with special-interest or single-interest groups?
5. What is the best way for an administrator to deal with an angry constituent?

Personnel Experience

1. How and when do you delegate responsibility and authority?
2. Have you ever been at the bargaining table and been actively engaged in negotiating an agreement?
3. Have you taken part in mediation, fact finding, or arbitration? Which ones? Please explain your experience in such process(es) including your role/level of involvement and your thoughts regarding the outcomes of these experiences.
4. Have you ever had to discipline, demote, or fire an employee? Please elaborate.
5. How do you educate, encourage, and motivate your staff?
6. Are you familiar with state and federal laws relating to nondiscrimination, sexual harassment, employees with disabilities, and equal opportunity?
7. Have charges of violation of state or federal employment laws or a grievance ever been filed against you or your city? Please explain.
8. What experience have you had in the preparation and implementation of personnel rules, regulations, procedures, and compensation plans? Please describe.

³ Adapted from the Illinois City/County Management Association's *A Guide to the Recruitment and Selection of a Chief Administrative Officer*.

9. What is your experience with employee benefits administration, group health insurance, and risk management?
10. What in your opinion is the most serious issue today in local government personnel management?
11. How and when should private sector resources (e.g., contractors) be used to provide village services?

Financial Management Experience

1. Is there a difference between a financial plan and a budget? If so, please explain how they differ.
2. Are/were you the designated budget officer for your local government? Did you prepare and present the budget to the council, and upon adoption, were you responsible for implementation? Please explain the outcomes of various budget processes and any challenges you encountered through budget development through council adoption.
3. What is your experience with debt financing? Please give an example.
4. Have you secured and administered any type of loans or grants? Please give an example.
5. Describe the most successful capital improvement project you were responsible for and what made it successful?
6. Have you reviewed our annual budget and/or annual report? If yes, what is your impression of our financial condition?
7. What is your opinion of “pay as you go” financing of maintenance and capital projects? Special assessments? Special taxing districts?

8. What type of financial reports do you provide the elected body and with what frequency?
9. Have you read our comprehensive or general plan? What are your impressions or thoughts?

Intergovernmental Relations Experience

1. What experience have you had in dealing with
 - a. Councils of government/intergovernmental agencies?
 - b. County government?
 - c. Other local governments (schools, parks, etc.)?
 - d. State agencies?
 - e. Federal agencies?
 - f. State legislature?
 - g. Congress?
2. Do you feel comfortable “lobbying”?

External Organizational and Professional Association Relations

1. Have you been an active participant in the activities of a statewide municipal league, statewide city or county management association, the International City/County Management Association (ICMA) or other professional organizations devoted to local government? Please give examples of your activities.
2. Are you an ICMA Credentialed Manager? If so, how do you fulfill your annual professional development requirement?

Relations with Applicants—Do's and Don'ts

Do:

- Keep all candidates informed of their status at all times.
- Identify one point of contact through which everything flows, including contacts with candidates, reference checks, etc., in order to ensure that the information, messages, and details are consistent and that the process is fair and equitable.
- Keep all information strictly confidential throughout the entire recruitment and selection process unless state law requires otherwise.
- Create an outreach strategy that will ensure a diverse candidate pool.
- After carefully reviewing all applicant submittals, select a short list of the most promising candidates.
- While maintaining the confidentiality, carefully check educational credentials and references on those candidates judged best qualified.
- Invite those candidates judged best qualified for initial interviews at the local government's expense.
- Send the candidates under consideration an information packet that may include the outreach brochure and copies of your government's budget, charter, annual report, and other pertinent documents; or provide the information on where to find this material on the agency's website.
- Pay expenses of the candidates invited to a second interview (and of their spouses/partners, if applicable).
- Perform detailed background checks on the final candidate(s).
- Visit, if possible, the local governments in which the most promising candidates work.
- Be prepared to enter into a formal written employment agreement with the successful candidate.
- Promptly notify all other candidates once the selection has been made and the position has been accepted. However, it is best to wait until the selected finalist has accepted the position and the agency and candidate have mutually agreed to the provisions of the employment contract.

Don't:

- Let the selection process last too long.
- Expect to get all the necessary information about the candidates from written material.
- Forget that you are seeking overall management ability, not technical competence in one specialized field.
- Forget to consider candidates who are assistant managers as well as current managers
- Overlook the need for candidates to possess municipal administrative experience and the advantages or value of college or university training, post degree training, and continued professional development.
- Release for publication any names or local governments of candidates unless state law requires it.

ICMA Model Employment Agreement

Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended

A. This agreement shall remain in full force in effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 2

The term of this agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months (12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Recommended

- A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation.

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or a bonus.

Option 2

The Employer agrees to increase the compensation by [%] each year.

Option 3

The Employer agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of the Employer.

Option 4

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index.

Section 4: Health, Disability and Life Insurance Benefits Recommended

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for

the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents.

- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 1

- A. The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents. Employer shall pay all premiums for the Employee and the Employee's dependents.
- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 2

- 1. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall

cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended

- A. Upon commencing employment, the Employee shall be credited with sick and vacation leave equal to the highest annual accrual provided to all other employees. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees.
- B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.
- C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.
- D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Additional Option

- 1. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

Option 1 - Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other

salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended fifty (50) mile) radius of [local government office].

Option 2 - Employer Provided Vehicle

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended

1. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.
2. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [\$], or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value

of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of salary or [%] of compensation annually.

2A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

3A. Option: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited

to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

3. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
4. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
5. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Option 1

Technology: The Employer shall provide Employee with a computer, software, fax/modem, cell phone and pager required for the Employee to perform the job and to maintain communication.

Section 9: Termination

Recommended

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy city vehicle at depreciated value
5. Out placement services should the employee desire them in an amount not to exceed [\$10,000 to \$15,000 recommended], and
6. Any other available benefits.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Recommended

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

- A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges.
- B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.
- C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.
- D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.
- E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent housing during the first year of this agreement.
- F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [\$] to the Employee to cover relocation costs.

Section 16: Home Sale and Purchase Expenses

Recommended

- A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing

costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].

- B. Employee shall be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed \$_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction. In the case where the value of the home decreases, the Employee shall not be required to repay the loan.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an

amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of following the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which

the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the [local government] Charter or any other law.

A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: [Title and address of relevant official (mayor, clerk, etc.)]
- (2) EMPLOYEE: [Name and address for tax purposes of Employee]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on _____, ____.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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Leaders at the Core of Better Communities