



**TOWN OF BOWLING GREEN
TOWN COUNCIL WORK SESSION**

A G E N D A

**Thursday, December 07, 2023
6:00 PM**

CALL TO ORDER AND QUORUM ESTABLISHED:

BUSINESS:

- [1.](#) Caroline County Memorandum of Understanding - Discussion only (Further review needed by Town Manager)
- [2.](#) DownTown Parking - Discussion only (Further review needed by Town Manager)
3. Updates From The Town Attorney - Jeff Gore

INFORMATIONAL ITEMS:

ADJOURNMENT



The Historic Town of **BOWLING GREEN** V I R G I N I A

MEMORANDUM

To: The Honorable Mark Gaines, Mayor and Members of the Bowling Green Town Council

From: John A. Anzivino, Interim Town Manager

Subject: Caroline County Memorandum of Understanding

Date: November 29, 2023

Introduction

Previously the Council has been provided with copies of the Draft Memorandum of Understanding and the supporting estimated evaluation of costs for operations and maintenance developed by the County's Direction of Utilities and Public Works Joey Schiebel. Both of the documents have been approved by the Board of Supervisors and the draft memorandum of understanding has been provided to Town Attorney Jeff Gore for review. As I understand it, both documents are similar to an agreement the County has executed to manage operations of the water system in the Town of Port Royal.

The estimated costs for operations and maintenance provide the framework for what the Town might expect from an annual budgetary standpoint (which would/could be adjusted annually by a 'true up' of costs at years end and inflation), and lays out what the Town may pay the County for the remaining costs for services not covered under the memorandum of understanding (what the Town will need to budget for in the future). It should be noted that the agreement, when executed, takes the Town out of the daily operations business of water production and wastewater treatment and the Town would be dealing with the County as a 'contractor for services', exercising oversight similar to any other services agreement.

Key Features of the Memorandum of Understanding and Evaluation of Cost of Operations and Maintenance are described as included in the 'evaluation' or memorandum of understanding'. I have touched on a few of the items below, but a more extensive review should be carried out by your new Manager after conversations with the Council and County staff. Some of the core features of the agreement include:

Item	What the Documents say	Some Thoughts for Discussion Purposes
Period Covered	References FY 25 (begins July 1, 2024). Emergency agreement in effect until that time. Initial term is through 12/31/2028 with	This is reasonable.

	potential for five (5) year renewal (Page 5 of agreement)	
Operations of the Water and Sewer System	Town retains ownership of systems referenced on Page 35 of the evaluation and better described on Pages 3-5 (water) and Pages 7-11. (wastewater) of the evaluation.	This is purely an operations agreement. It takes care of what you have in the condition it is now. The agreement will not allow the system to deteriorate because routine system maintenance is included, but major repairs to all of the Town's infrastructure (plants and lines) must be budgeted for and managed by the Town. Operations include providing certified staff at permit required numbers and operations at a level which meets federal and state standards.
Improvements /Major Repairs to the water and sewage infrastructure (wells, distribution/collection lines, wastewater treatment plant, pump stations, storage tanks)	Routine maintenance responsibility of County Water (daily operations and oversight, flushing of lines, leak identification, Miss Utility marking, sampling, liaison with state and federal agencies, permits, etc.) as outlined on Pages 13-21 of the evaluation. Sewer (daily operations and oversight of wwtp, Miss Utility marking, sampling and laboratory expenses, liaison with state and federal agencies, permits, etc.) as outlined on Pages 13-21 of the evaluation.	See above.
Agreement does not cover, and Town remains obligated for:	'a. Replacement, repair or rehabilitation of the Bowling Green system, whether emergency or planned, excepting routine maintenance; b. expansion or enlargement of the Town's system; and c. any related incidental services including, but not limited to	Town must adequately estimate and budget for these items beginning in the FY 2025 budget. Will require adequate resources to plan for improvements, schedule emergency repairs through County or

	<p>grant writing services, project management or inspection services, economic and development services and water and sewer billing, meter reading and collections services.</p>	<p>independent contractors. County will be an aid in these processes, but not solely responsible. Emergency should be given to emergency leak repairs to waterlines. As noted previously, the Town has experienced 20 waterline breaks in 2023. Recently the Town has utilized both County crews (when available) and private contractors to repair leaks. This issue needs to be discussed in detail due to cost of repair and availability of crews and who makes the call to use either needs to be determined via conversations between the Town and County since this remains a Town funded expense.</p>
<p>Staffing</p>	<p>The County Operations Analysis (Page 32) indicates that 'some Town staff will be hired' under the agreement, if executed, and that those employees would receive salary increases due to the County's higher rates of pay.</p>	<p>This area requires direct discussion with the County as to which employees may be hired and with Town staff to determine which employees wish to transfer to the County. Of importance for the Council is a recognition that in the current Town budget many employees' salaries are split between the General Fund, Water and Sewer Fund budgets. Those employees retained for Public Works purposes (grass cutting, leaf collection, Town facility maintenance, event set up and participation, etc.) may need to be paid entirely from the General Fund, or at a reduced rate</p>

		<p>of support from the Utility funds due to diminished responsibilities under utility operations. In addition, the Town needs to assess, prior to discussions with the County how many employees are required to perform all public works responsibilities and the residual w/s work not covered by the agreement. When that is determined a meeting should be held with PW/Utilities employees to brief them on their options and offer positions at a more competitive salary.</p> <p>A separate benefit of entering the agreement is that the County will be required to recruit (when vacancies occur) hire, train and manage covered staff. As previously noted to Council licensed water and water operators are in short supply and the hiring environment is highly competitive. Because of the way the agreement is structured the County can provide a competitive salary and can and must hire qualified staff taking this responsibility off of Town staff. As a small town with a salary structure which hasn't been updated this is a significant advantage for the Town.</p>
Administrative Fee	On Page 32 of the agreement the County has proposed a 15% administrative charge on the	The County has noted that they do not have staff to track the items covered

	services outlined. These fees cover those items outlined and include a wide range of support measures from miscellaneous equipment repair items to computers to recruitment notices for hiring new employees.	under this function and given the unknowns in the agreement this does not appear to be an unreasonable cost. I would suggest that the Town

Financial Impacts

A significant issue to be addressed and a primary reason for entering such an agreement beyond operations improvements is cost savings. The County, using recent Town (FY 2023) and County budget data, has outlined a net savings to the Town of \$47,198 for combined water and wastewater operations if the agreement is executed. (See Page 34 of the Operation and Maintenance Evaluation provided by the County). In examining the Town’s FY 2024 budget and comparing it to the numbers used by the County to generate cost comparisons a similar savings appears to hold constant. So, on the surface, it appears that there is a net cost savings to the Town. However, to avoid any surprises and to ensure that the Town and the County have a clear understanding of expectations and deliverables I urge the Council, along with your new Manager, to review the County’s financial analysis in detail to ensure the savings indicated match up with my initial analysis

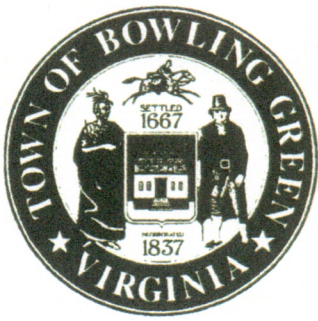
Summary

In closing, I believe that this is a positive step by the Town to ensure better management of its water and wastewater treatment and distribution/collection facilities. If carried out as anticipated it should result in an improved level of expertise to be obtained which will result in a higher quality and more efficient level of service being delivered to Town residents. As part of the Town’s due diligence, I also believe there are several items that will require discussion with the County to ensure the transition is smooth and there are limited misunderstandings as to what is expected from each party. Some of these include:

- Establishing a mutually agreeable target date to conclude discussions and determine when the agreement will take effect
- Discuss and define what constitutes a ‘minor repair’, ‘routine maintenance’ and ‘major repair’ as terms under the agreement. When defined, expand upon how the need for repairs and actions taken will be communicated to the Town and what part the Town plays in the decision-making process.
- Clarify the process for making emergency repairs during outages of water service. Essentially, who is making the call and who will do the repair?
- How will discussions concerning the transfer of staff take place and how will they be handled?
- Ensure flushing of waterlines as outlined in Item 14 of the Memorandum of Understanding also encompasses exercising of fire hydrants as part of routine maintenance to the system.
- If a permit violation occurs in either system, who is responsible for communicating the violation to the appropriate agency (ies)? If the County is handling this how does the Town find out?

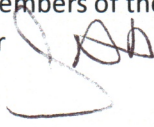
- While the County has no obligation to assist in major capital projects what level of advice and counsel might they provide concerning plan review, etc. since they will be responsible for operations?

That sums up my thoughts in regard to the agreements and the advantages of working with the County. I wish you well as you enter deliberations and urge you to spend as much time as you need to best understand the agreement and how it works.



The Historic Town of **BOWLING GREEN** V I R G I N I A

MEMORANDUM

To: The Honorable Mark Gaines, Mayor and Members of the Bowling Green Town Council
From: John A. Anzivino, Interim Town Manager 
Subject: Downtown Parking

Date: November 26, 2023

During my tenure as your Interim Town Manager parking in the downtown area has been a continuing topic of Council and citizens with issues ranging from parking for the disabled, to space 'turnover' (time limits), to employees parking in on street spaces for long periods, to the number of spaces available. The issue of parking is one which is a common topic for municipal governing bodies and issues which have been brought forward indicate, believe it or not, a healthy downtown because parking is in demand and the downtown is in decline, or empty like many other communities.

In dealing with parking issues many communities commission studies of downtown parking patterns, types of parking space allocations needed and turnover of spaces, all relative to the type of business mix which exists in the community. While such an analysis would be useful now, and in the future, I don't believe the Town is quite ready for that level of discussion. Because I have faced other challenges in assisting the Council during my time with the Town, I have not effected changes as I had intended for relocation of disabled spaces and this communication will summarize what I have accomplished in research, to date, and offer recommendations for future action in this area and parking in general. Each action below will be conveyed to your new Manager on their 'to do' list.

1. Town Manager's Authority to Regulate Parking – As the Mayor correctly noted in prior meetings the Town Manager was delegated the authority to regulate public parking by the Town Council through amendment to the Town Code in 2020. In speaking with Town Attorney Jeff Gore about parking regulations under the Code he has expressed some concerns concerning the broad authority delegated to the Manager. Consequently, this may need further discussion by the Council. At a minimum, and to increase transparency, even though Section 46.2 -1220 of the State Code provides that, 'The ordinance may delegate to that department, official, or employee the authority to make and enforce any additional regulations concerning parking that may be

required, including, but not limited to, penalties for violations, deadlines for the payment of fines, and late payment penalties for fines not paid when due', any parking regulation proposed by the Town Manager I believe should be presented to Council in a public setting with Council input into the proposed regulation. Parking fees/fines should be advertised as part of the Town's annual budget process or by separate public hearing and adopted by Council, primarily because I don't believe Town Managers or appointed chief executives have the authority to establish fines, fees, etc. without the governing body's approval. As it stands now, we will continue on under the previously delegated powers granted by Council in planning the system, but will and would in the future encourage Council involvement/engagement at appropriate levels to better inform the public and as required by the State Code.

2. Establishing On Street Parking Time Limits and Designating Disabled Spaces – Two (2) issues have recently been discussed by Council concerning downtown parking during my short tenure as Interim Town Manager – parking turnover and requests for disabled space changes in location. A portion of the Council's discussion of Pedicab regulation at your November 9 meeting centered on where vehicles parked and how long they parked there with some recollection of two (2) hour time limits having been established on Main Street in the past. During my first meeting, on September 7, a citizen requested better access to disabled spaces in the downtown area. To make any changes, because the Town does not control its streets there are several considerations the Council may wish to consider. These include:

- A. VDOT Engagement

In speaking with Kyle Bates, VDOT's Resident Engineer when and if the Town moves forward with parking changes a plan and request to make the changes must be submitted to VDOT for review and approval. When approved, the expense of erecting and maintaining VDOT acceptable signage and space designations will be the Town's. In researching establishment/reestablishment of two our parking limits I have found no documentation concerning how, why or when those limits were established and when they were abandoned.

- B. Parking Space Allocation/ Designation. Knowing that Council appears to see a need to reestablish time limits along Main Street in the downtown area I have generated some thoughts and cost estimates concerning establishment of a parking program. These thoughts include:

1. Location of Two-Hour Parking Zones – There are twenty – one (21) on street parking spaces along Main Street from the Courthouse Lane to Milford/Chase Street intersection with two (2) spaces designated for disabled parking. The purpose of establishing time limits on parking spaces is to create turnover for the businesses effected by the parking limitations during normal business hours. Without the benefit of a parking study, and as an informed observer, if two-hour time limits are reinstated along Main Street the area, I would propose that the two-hour designated zone should encompass initially would be to designate those spaces on both sides of Main Street from the Milford/Chase Street intersection with Main Street,

north to the intersection with Davis Court as two-hour spaces, with limitations established from 9 AM to 5 PM, Monday, through Saturday. If extending the zone to Davis Court is too far in Council's opinion Courthouse Lane could serve as a natural break point as well.

2. Cost Estimates for Purchase of Needed Signage- To designate parking limitations and better direct users to off street parking and identify the Town's existing parking lot at a minimum would require the following signage:

Type of Sign and Number Required	Estimated Cost
Two Hour Parking Monday – Saturday 9 AM - 5 PM (6 signs – three (3) each side of Main Street located at designated spots)	\$202.00
No Parking Here to Corner (three (3) Signs - located at the intersection of Courthouse and Main (1) and Chase/Milford and Main (2))	\$102.15
Parking Directional (to provide simple direction to Chase Street lot (three (3) signs- two (2) on Main - one (1) on Chase)	\$217.00
Sign Posts/Hardware for new signs (9 sets) Includes 8' green channel post; breakaway kits and tamperproof hardware mounting kits- \$87.00 per sign	\$ 783.00
New Signage for Chase Street Parking Lot – Professionally Designed and landscaped	Unknown
Total Estimated Cost for Signs/Hardware	\$1,304.15
*Does not include shipping or potential discounts/Assumes relocation/reuse of one handicapped sign on Main Street. All installation by Town staff. Signs proposed are .080" gauge aluminum and meet VDOT/ MUTCD (Manual on Uniform Traffic Control Devices standards)	

3. Regulation of Two-Hour Parking Limits - Like any ordinance or law enacted by a governing body parking limitations do not work well if they are not enforced and in my experience parking enforcement is neither an easy or popular program to manage and enforce. Bowling Green is fortunate in that it has a small Police Department. To establish an enforcement program the Police Department will need to determine how the existing staff will enforce the program, staff will need to be trained in enforcement, they will need to be equipped and the Town Council will need to develop and approve a schedule of parking fines. This type of information is readily available from other cities and towns, but will take some time to gather, sort through and develop into usable, realistic procedures and a reasonable fine structure.

4. Available Parking Off Street – I have attached a map from Google Maps that shows the available public and private parking lots in the downtown area. Many of the spaces indicated are held by the County and an unpaved, poorly marked lot owned by the Town and identified for improvements under the proposed Smart Scale project as a commuter lot is located along Chase Street. There is no signage along Main Street directing potential users to the Town’s lot nor is there adequate signage identifying the lot as a public parking area. If signs are erected by the Town directing users to the lot and more visible signage provided at the lot designating it as public parking these changes would serve as simple and relatively inexpensive fixes, initially, and until the Town has an opportunity to plan and design longer term improvements (or the project is built as part of the Smart Scale project).
5. Disabled Parking - As indicated in the September 7 Town Council meeting minutes Deborah Lately, Director of Advocacy for the disAbility Resource Center had requested reconsideration of a request to designate additional disabled parking spaces in the downtown area. Council agreed to do so at your September 7 meeting. I believe this section of the report follows through with Council’s directive to study the issue.

In reviewing the issue two (2) of the twenty-one (21) on street public parking spaces located between the Chase/Milford and Courthouse Lane intersections are designated for disabled parking with both being in close proximity to Courthouse Lane. In examining VDOT standards it appears that the Town currently meets those standards with the two spaces now in existence. However, their location seems to be an issue and relocating one closer to the intersection with Chase/ Milford Streets would provide more equal access in distance to business establishments. To effect this change conversations should take place with the downtown business community and while I have spoken to one property owner limitations on time have precluded me doing so.

Summary

Without the benefit of a parking study the above the discussion and analysis outlines the basic framework for implementing initial parking changes in the downtown area. I believe the recommendations, based upon my prior experience in municipal government, provides an impartial and reasoned analysis of the issues and some reasonable and inexpensive ‘fixes’ to begin to address the issues outlined. As always, should you have any questions please feel free to contact me.