



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING**

A G E N D A

**Thursday, May 04, 2023
7:00 PM**

CALL TO ORDER AND QUORUM ESTABLISHED:

PUBLIC HEARINGS:

DELEGATIONS:

PUBLIC COMMENTS:

MEMBER COMMENTS:

STAFF REPORTS & PRESENTATIONS:

- [1.](#) Final Analysis of Ground Water Supply by Stantec
- [2.](#) Public Works/Utilities Monthly Report for April 2023
- [3.](#) Police Departments Monthly Report for April 2023
- [4.](#) Town Treasurer/Finance Department Monthly Report for April 2023
- [5.](#) Town Administration (Town Manager, Town Clerk) Monthly Report for April 2023

CONSENT AGENDA:

- [6.](#) Minutes – April 6, 2023 Town Council Worksession
- [7.](#) Minutes – April 6, 2023 Town Council Meeting
- [8.](#) Minutes – April 20, 2023 Town Council Special Called Meeting
- [9.](#) Bills – April 2023

UNFINISHED BUSINESS:

- [10.](#) Transaction Document for the Town of Bowling Green / Fort A.P. Hill IGSA
- [11.](#) Amendment to Existing Policy to Allow Selling Water to the Existing Platted Lots in Maury Heights Sections I, II and III.

NEW BUSINESS:

- [12.](#) Approval to Apply for Groundwater Withdrawal Permit
- [13.](#) Authorization to Appropriate ARPA Funds and Acceptance of Bids for Emergency Repairs for Sewer and Water System

- [14.](#) Establish Schedule of Future Town Council Worksessions
- [15.](#) Request Planning Commission provide Update of Comprehensive Plan to Identify Town Public Utility Water and Sewer Service Area

INFORMATIONAL ITEMS:

COMMITTEE REPORTS:

CLOSED SESSION:

RECONVENE IN OPEN SESSION:

ADJOURNMENT:



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Final Analysis of Ground Water Supply by Stantec

ITEM TYPE: Presentation

PURPOSE OF ITEM: Discussion Only

PRESENTER: Allyson Finchum, Town Manager

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Stantec was hired by the Town to evaluate water and sewer supply. The modeling and final report will be presented at the May 4th meeting.

ATTACHMENTS:

REQUESTED ACTION:

Approve/Deny Request



April 27, 2023
Project: 238001866

Attention: Allyson Finchum, Town Manager
Town of Bowling Green
117 Butler Street
Bowling Green, VA 22427

Dear Allyson,

Reference: Groundwater Modeling Technical Memorandum – Town of Bowling Green Groundwater Withdrawal Permit Expansion Feasibility

BACKGROUND

Stantec Consulting Services, Inc. (Stantec) is pleased to provide The Town of Bowling Green (the Town) this technical memorandum summarizing the results of groundwater modeling of an increased withdrawal from the Town’s wellfield using the VAHydro-GW Coastal Plain Model (VCPM). The VCPM is used by the Virginia Department of Environmental Quality (DEQ) as part of the Technical Evaluation process for Groundwater Withdrawal Permit (GWP) applications. The Technical Evaluation uses the VCPM to determine if the proposed withdrawal would 1) create any new Critical Cells and 2) if the withdrawal’s “Area of Impact” (AOI) would intersect any new or existing Critical Cells 50 years in the future. Critical Cells are defined by DEQ to be VCPM cells where simulated aquifer heads are lower than 80% of the distance from land surface to the aquifer top. The AOI is defined by DEQ to be the area where a simulated withdrawal creates one (1) foot or more of drawdown in the aquifer(s) in which the withdrawal occurs or in other aquifers. Creating an AOI that intersects new or existing Critical Cells will likely result in the rejection of a requested GWP withdrawal limit.

In recent years, the Town has utilized more than 80% of its annual withdrawal limit under its current GWP (GW00138EU). **Table 1** and **Figure 1** present historic water production from 2017 through 2022. It is our understanding that due to projected growth and new development in the Town’s water service area, water demand is anticipated to exceed the Town’s current GWP withdrawal limits of 69,520,000 gallons per year and 7,830,000 gallons per month. The purpose of this modeling effort was to determine the maximum annual withdrawal amount expected to pass the modeling component of DEQ’s Technical Evaluation.

Stantec conducted the following simulations:

- 1) VCPM Baseline Simulation: This simulation is required to determine the number and location of Critical Cells present without the Town’s withdrawal and to set the baseline aquifer heads used to calculate drawdown and the Town’s AOI.
- 2) VCPM Projected Water Demand – Simulation 1: This simulation was performed to determine whether or not a withdrawal amount of 69.52 million gallons per year (MGY) from the Potomac aquifer would pass DEQ’s Technical Evaluation. This is the current permitted withdrawal rate.

Reference: Groundwater Modeling Technical Memorandum – Town of Bowling Green Groundwater Withdrawal Permit Expansion Feasibility

- 3) VCPM Projected Water Demand – Simulation 2: This simulation was performed to determine whether or not a withdrawal amount of 100 MGY from the Potomac aquifer would pass DEQ's Technical Evaluation.
- 4) VCPM Projected Water Demand – Simulation 3: This simulation was performed to determine whether or not a withdrawal amount of 150 MGY from the Potomac aquifer would pass DEQ's Technical Evaluation.

SIMULATIONS

BASELINE SIMULATION

The baseline simulation was conducted based on the Total-Permitted 2022 well file (.mnw) provided by DEQ, dated September 16, 2022. The Total-Permitted file simulates all permitted withdrawals as of the end of 2022, including the Town's. This file was modified by setting the Town's wells' withdrawal rates to zero (0), simulating aquifer heads as if the Town's water system were not in operation.

VCPM SIMULATION 1 – 69.52 MGY

Simulation 1 was conducted with the unmodified 2022 Total-Permitted well file, which simulates the Town's current-permitted withdrawal through its existing wellfield. The simulated withdrawal is apportioned equally between the Town's wells.

See **Figure 2** for the resulting simulated AOI and nearby Critical Cells in the Potomac aquifer. The AOI has a maximum radius of approximately 8.5 miles and does not intersect any existing or newly created Critical Cells. The nearest Critical Cell is approximately 0.6 miles to the southwest of the AOI. There was less than one (1) foot of simulated drawdown in the other aquifers present at the Town (overlying the Potomac aquifer), so no other AOIs were generated.

VCPM SIMULATION 2 – 100 MGY

Simulation 2 was conducted using a modified 2022 Total-Permitted well file, which simulates a withdrawal from the Town's existing wellfield of 100 MGY. The simulated withdrawal is apportioned equally between the Town's wells.

See **Figure 2** for the resulting simulated AOI and nearby Critical Cells in the Potomac aquifer. The AOI has a maximum radius of approximately 10 miles and does not intersect any existing or newly created Critical Cells. The nearest Critical Cell is approximately 0.2 miles to the southwest of the AOI. There was less than one (1) foot of simulated drawdown in the other aquifers present at the Town (overlying the Potomac aquifer), so no other AOIs were generated.

VCPM SIMULATION 3 – 150 MGY

Simulation 3 was conducted using a modified 2022 Total-Permitted well file, which simulates a withdrawal from the Town's existing wellfield of 150 MGY. The simulated withdrawal is apportioned equally between the Town's wells.

Reference: Groundwater Modeling Technical Memorandum – Town of Bowling Green Groundwater Withdrawal Permit Expansion Feasibility

See **Figure 2** for the resulting simulated AOI and nearby Critical Cells in the Potomac aquifer. The AOI has a maximum radius of approximately 12 miles. Two (2) new Critical Cells were created in the model cells in which the Town’s wellfield is located. One (1) existing Critical Cell was intersected by the AOI approximately 7.5 miles southwest of the Town. There was less than one (1) foot of simulated drawdown in the other aquifers present at the Town (overlying the Potomac aquifer), so no other AOIs were generated.

DISCUSSION

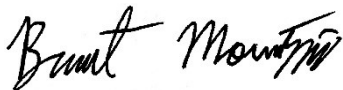
Although the exact rate at which new Critical Cells are created within the AOI is not known, a withdrawal between 100 MGY and 150 MGY would be expected to pass the modeling component of DEQ’s Technical Evaluation for GWPs. Simulation 3 (150 MGY) would not pass DEQ’s Technical Evaluation criteria due to the creation and intersection of Critical Cells within the simulated AOI. It is suspected that the maximum rate that would pass the Technical Evaluation is near 100 MGY due to the proximity of the Simulation 2 (100 MGY) AOI to the existing Critical Cell to the southwest of the Town, and the fact that the model cells in which the Town’s wellfield is located have simulated heads of less than four (4) feet above the Critical Surface in this simulation.

Based on this modeling evaluation, it may be feasible for the Town to obtain a GWP for up to approximately 100 MGY, an increase of approximately 44% from the Town’s existing GWP annual limit of 69.52 MGY. This does not guarantee that DEQ will issue a GWP for the Town at this withdrawal rate. The Technical Evaluation is only one component of DEQ’s review process. Along with other requirements, the Town must provide a comprehensive and detailed justification of any requested withdrawal limit based on historic water demand, population growth projections, and development plans in the GWP application. Additionally, a GWP expansion application must include among other items a detailed Alternate Water Source Evaluation.

Thank you for the opportunity to assist the Town of Bowling Green. If approved by the Town, Stantec is prepared to proceed with preparation of a GWP application per the proposal dated February 2, 2022. Please let us know if you have any comments or questions.

Sincerely,

Stantec



Bryant Mountjoy PG
Project Hydrogeologist
Phone: 804 412 6546
bryant.mountjoy@stantec.com



Jason Early PG
Senior Hydrogeologist,
Principal – Water Supply
Phone: 804 412 6547
jason.early@stantec.com

Attachments: Table 1 – Historic Water Production Data
Figure 1 - Historic Water Production Data
Figure 2 – VCPM Simulation Results

**TABLE 1 - HISTORIC WATER PRODUCTION DATA
TOWN OF BOWLING GREEN, VIRGINIA**

Month	Well 1A Monthly Production (gal)	Well 4 Monthly Production (gal)	Well 5 Monthly Production (gal)	Total Monthly Groundwater Production (gal)	Monthly Permit Limit (gal)	% of Monthly Permit Limit	Average Monthly Production (gpd)	Annual Total Groundwater Production (gal)	Annual Permit Limit (gal)	% of Annual Permit Limit
Jan-17	1,741,600	359,000	1,680,550	3,781,150	7,830,000	48%	121,973	47,382,270	69,520,000	68%
Feb-17	1,187,500	418,000	1,835,880	3,441,380	7,830,000	44%	122,906			
Mar-17	1,394,300	668,400	1,874,870	3,937,570	7,830,000	50%	127,018			
Apr-17	1,072,100	425,900	1,853,960	3,351,960	7,830,000	43%	111,732			
May-17	1,701,200	532,900	2,338,510	4,572,610	7,830,000	58%	147,504			
Jun-17	1,691,400	503,000	2,228,030	4,422,430	7,830,000	56%	147,414			
Jul-17	1,744,400	495,900	2,189,640	4,429,940	7,830,000	57%	142,901			
Aug-17	1,829,500	52,900	2,302,350	4,184,750	7,830,000	53%	134,992			
Sep-17	1,529,000	431,200	1,892,740	3,852,940	7,830,000	49%	128,431			
Oct-17	1,539,700	363,600	1,868,100	3,771,400	7,830,000	48%	121,658			
Nov-17	338,200	635,600	2,735,020	3,708,820	7,830,000	47%	123,627			
Dec-17	30,000	749,700	3,147,620	3,927,320	7,830,000	50%	126,688			
Jan-18	30,000	704,600	3,370,610	4,105,210	7,830,000	52%	132,426	49,208,090	69,520,000	71%
Feb-18	30,000	692,400	2,875,980	3,598,380	7,830,000	46%	128,514			
Mar-18	1,269,300	478,000	2,097,310	3,844,610	7,830,000	49%	124,020			
Apr-18	1,201,900	454,700	1,961,980	3,618,580	7,830,000	46%	120,619			
May-18	1,441,900	643,400	2,512,400	4,597,700	7,830,000	59%	148,313			
Jun-18	1,175,800	469,800	2,000,840	3,646,440	7,830,000	47%	121,548			
Jul-18	1,324,400	563,800	2,362,320	4,250,520	7,830,000	54%	137,114			
Aug-18	1,492,700	550,800	2,694,490	4,737,990	7,830,000	61%	152,838			
Sep-18	1,343,300	596,600	2,210,730	4,150,630	7,830,000	53%	138,354			
Oct-18	1,472,400	514,200	2,288,830	4,275,430	7,830,000	55%	137,917			
Nov-18	1,383,600	483,600	2,109,990	3,977,190	7,830,000	51%	132,573			
Dec-18	1,214,000	610,700	2,580,710	4,405,410	7,830,000	56%	142,110			

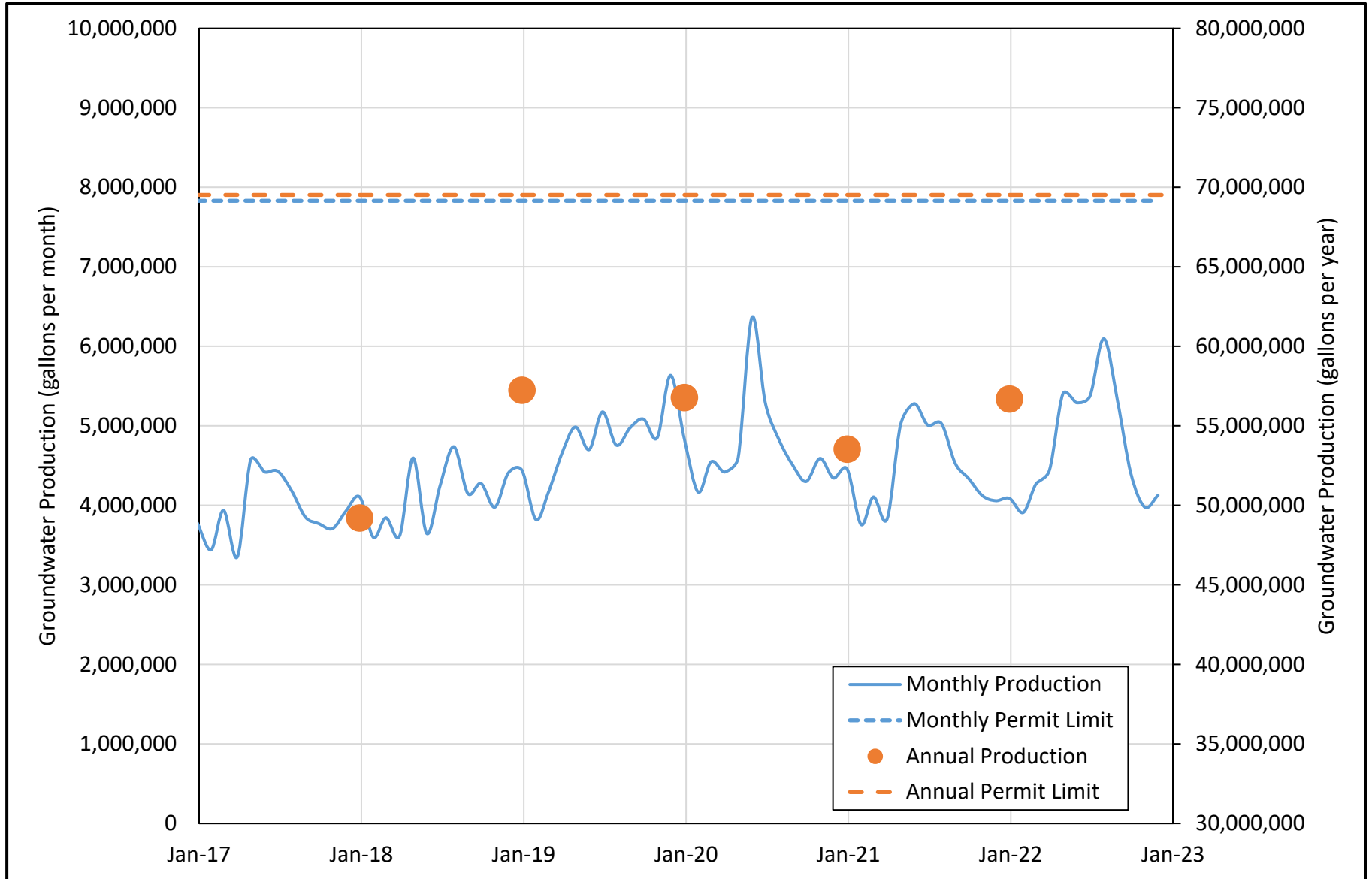
**TABLE 1 - HISTORIC WATER PRODUCTION DATA
TOWN OF BOWLING GREEN, VIRGINIA**

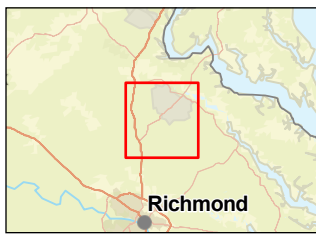
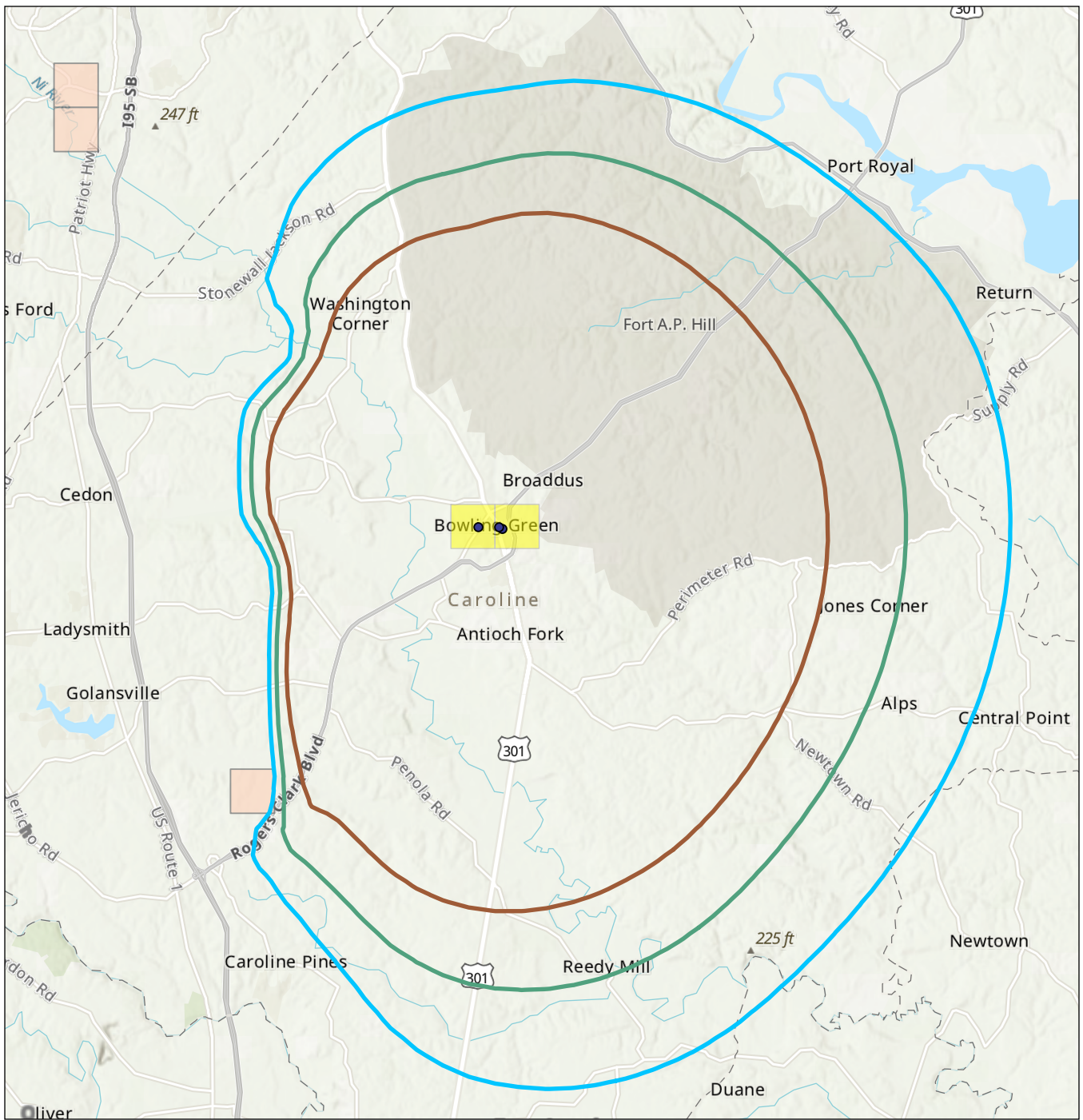
Month	Well 1A Monthly Production (gal)	Well 4 Monthly Production (gal)	Well 5 Monthly Production (gal)	Total Monthly Groundwater Production (gal)	Monthly Permit Limit (gal)	% of Monthly Permit Limit	Average Monthly Production (gpd)	Annual Total Groundwater Production (gal)	Annual Permit Limit (gal)	% of Annual Permit Limit
Jan-19	1,481,700	560,900	2,398,050	4,440,650	7,830,000	57%	143,247	57,242,600	69,520,000	82%
Feb-19	1,320,100	470,700	2,031,760	3,822,560	7,830,000	49%	136,520			
Mar-19	1,400,100	601,300	2,156,240	4,157,640	7,830,000	53%	134,117			
Apr-19	1,585,700	562,300	2,508,800	4,656,800	7,830,000	59%	155,227			
May-19	1,636,690	595,000	2,754,010	4,985,700	7,830,000	64%	160,829			
Jun-19	1,514,100	493,300	2,694,030	4,701,430	7,830,000	60%	156,714			
Jul-19	1,790,400	727,800	2,657,500	5,175,700	7,830,000	66%	166,958			
Aug-19	1,554,000	517,800	2,684,920	4,756,720	7,830,000	61%	153,443			
Sep-19	1,713,100	483,000	2,778,620	4,974,720	7,830,000	64%	165,824			
Oct-19	1,612,100	474,300	2,998,280	5,084,680	7,830,000	65%	164,022			
Nov-19	1,577,100	406,200	2,867,750	4,851,050	7,830,000	62%	161,702			
Dec-19	2,029,200	671,500	2,934,250	5,634,950	7,830,000	72%	181,773			
Jan-20	1,603,400	607,000	2,621,860	4,832,260	7,830,000	62%	155,879	56,781,020	69,520,000	82%
Feb-20	1,399,600	522,100	2,246,050	4,167,750	7,830,000	53%	143,716			
Mar-20	1,546,400	565,400	2,436,540	4,548,340	7,830,000	58%	146,721			
Apr-20	1,489,100	547,900	2,382,860	4,419,860	7,830,000	56%	147,329			
May-20	1,544,300	573,000	2,480,090	4,597,390	7,830,000	59%	148,303			
Jun-20	1,996,700	808,400	3,558,450	6,363,550	7,830,000	81%	212,118			
Jul-20	1,774,500	730,000	2,785,170	5,289,670	7,830,000	68%	170,635			
Aug-20	1,724,500	738,300	2,358,930	4,821,730	7,830,000	62%	155,540			
Sep-20	1,611,400	688,800	2,204,140	4,504,340	7,830,000	58%	150,145			
Oct-20	1,478,100	532,600	2,290,120	4,300,820	7,830,000	55%	138,736			
Nov-20	1,493,100	583,100	2,514,880	4,591,080	7,830,000	59%	153,036			
Dec-20	1,581,000	568,300	2,194,930	4,344,230	7,830,000	55%	140,136			

**TABLE 1 - HISTORIC WATER PRODUCTION DATA
TOWN OF BOWLING GREEN, VIRGINIA**

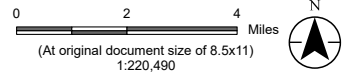
Month	Well 1A Monthly Production (gal)	Well 4 Monthly Production (gal)	Well 5 Monthly Production (gal)	Total Monthly Groundwater Production (gal)	Monthly Permit Limit (gal)	% of Monthly Permit Limit	Average Monthly Production (gpd)	Annual Total Groundwater Production (gal)	Annual Permit Limit (gal)	% of Annual Permit Limit
Jan-21	1,804,000	755,700	1,896,810	4,456,510	7,830,000	57%	143,758	53,534,630	69,520,000	77%
Feb-21	1,277,100	462,200	2,020,700	3,760,000	7,830,000	48%	134,286			
Mar-21	1,422,800	496,600	2,186,050	4,105,450	7,830,000	52%	132,434			
Apr-21	871,100	556,500	2,404,270	3,831,870	7,830,000	49%	127,729			
May-21	0	985,300	4,027,690	5,012,990	7,830,000	64%	161,709			
Jun-21	1,210,000	902,000	3,166,810	5,278,810	7,830,000	67%	175,960			
Jul-21	1,595,100	625,900	2,788,100	5,009,100	7,830,000	64%	161,584			
Aug-21	1,605,100	623,600	2,801,330	5,030,030	7,830,000	64%	162,259			
Sep-21	1,456,100	556,100	2,517,370	4,529,570	7,830,000	58%	150,986			
Oct-21	1,549,900	502,000	2,286,900	4,338,800	7,830,000	55%	139,961			
Nov-21	1,365,400	496,200	2,260,700	4,122,300	7,830,000	53%	137,410			
Dec-21	1,343,100	475,000	2,241,100	4,059,200	7,830,000	52%	130,942			
Jan-22	1,319,400	497,100	2,271,500	4,088,000	7,830,000	52%	131,871	56,691,400	69,520,000	82%
Feb-22	1,295,700	466,500	2,148,600	3,910,800	7,830,000	50%	139,671			
Mar-22	1,399,300	516,000	2,350,400	4,265,700	7,830,000	54%	137,603			
Apr-22	1,460,300	534,400	2,450,700	4,445,400	7,830,000	57%	148,180			
May-22	1,718,900	658,100	3,023,800	5,400,800	7,830,000	69%	174,219			
Jun-22	1,650,000	646,100	2,994,600	5,290,700	7,830,000	68%	176,357			
Jul-22	1,150,400	1,082,700	3,142,300	5,375,400	7,830,000	69%	173,400			
Aug-22	1,961,100	748,800	3,387,500	6,097,400	7,830,000	78%	196,690			
Sep-22	1,664,200	663,500	2,983,800	5,311,500	7,830,000	68%	177,050			
Oct-22	1,704,700	479,100	2,214,900	4,398,700	7,830,000	56%	141,894			
Nov-22	1,557,500	428,500	1,992,400	3,978,400	7,830,000	51%	132,613			
Dec-22	1,532,200	461,000	2,135,400	4,128,600	7,830,000	53%	133,181			

**FIGURE 1 - HISTORIC WATER PRODUCTION DATA
TOWN OF BOWLING GREEN, VIRGINIA**





- Town Wells
- Potomac Aquifer Critical Cells (Simulation 3)
- Potomac Aquifer Critical Cells (Total-Permitted (2022))
- Area of Impact (Simulation 3)
- Area of Impact (Simulation 2)
- Area of Impact (Simulation 1)
- New Potomac Aquifer Critical Cells (Simulation 3)
- Potomac Aquifer Critical Cells (Total-Permitted (2022))



Project Location: Bowling Green, Caroline County, Virginia
 Prepared by BDM on 2023-04-25
 IR by JSE on 2023-04-26

Client/Project: Town of Bowling Green
 GWP Feasibility Evaluation
 Groundwater Modeling Tech. Memo.
 Figure No. 2

Title: **VCPM Simulation Results**

Notes
 1. Coordinate System: NAD 1983 Lambert Conformal Conic
 2. Data Sources: VAHydroGW VCPM files provided by DEQ on 3/2/2023

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

AGENDA ITEM: Public Works/Utilities Monthly Report for April 2023

DATE: April 27, 2023

PREPARED BY: Josh Irby

MONTHLY REPORT / PROJECT UPDATE:

Water

- EST is back online
- Several water leaks

Wastewater

- Construction meeting for sewer repairs
- Made repairs to Maury Heights lift station

Public Works

- Set up for meetings at Town Hall
- Light on main street repaired

ATTACHMENTS:

HEADS UP ITEMS:



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

AGENDA ITEM: Police Departments Monthly Report April 2023

DATE: 04/30/2023

PREPARED BY: Chief Justin Cecil Sr.

MONTHLY REPORT / PROJECT UPDATE:

Police Activity for April 2023

33-Total calls for service

10-Assist other agencies

34-Summons / Parking tickets

2-Motor Vehicle Accidents

1- Larceny

61-Park walk and talks

49-Property checks/ Vacation checks/ Business Checks

1-Animal Control

Assisted Public Works with several water leaks

ATTACHMENTS:

None

HEADS UP ITEMS:



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

AGENDA ITEM: Town Treasurer/Finance Department Monthly Report for April 2023

DATE: April 28, 2023

PREPARED BY: Trish Chenault, Interim Treasurer

MONTHLY REPORT / PROJECT UPDATE:

- Completed SLFRF (ARPA) Annual Compliance Report
- Applied Interest to past-due accounts
- Ran reports for Budget
- Researching/correcting tax bills
- Researching/correcting utility bills
- Working with Keystone to correct system errors
- Consolidating credit card payments
- Created water cut-off list for Public Works
- Keystone training
- Utility Billing on Keystone
- Completed monthly payroll/taxes.
- Completed monthly accounts payable.

ATTACHMENTS:

- Monthly Town Hall Rental Report – April 2023

- YTD FY23 Revenue/Expenditure Report

HEADS UP ITEMS:

TOWN HALL RENTALS - April-23

USES ACTIVITY	FEES
4 Yoga	\$140.00
1 Non-Profit Rental	\$775.00
Standard Rental	
Rappahannock Room Only	
Town Resident/Town Employee	
5 Totals	\$915.00

TOWN OF BOWLING GREEN
 Revenue & Expenditure Detail Report
 Report dates 07/01/2022 - thru - 06/30/2023

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
100-011010-0001-0000-000	CURRENT YEAR TAXES	140,000.00	140,000.00	2,253.92	137,746.08	98.39	R
100-011010-0002-0000-000	DELINQUENT TAXES	500.00	500.00	0.00	500.00	100.00	R
100-011011-0001-0000-000	CURRENT YEAR TAXES	25,810.00	25,810.00	0.00	25,810.00	100.00	R
100-011020-0001-0000-000	CURRENT YEAR	3,238.00	3,238.00	0.00	3,238.00	100.00	R
100-011030-0001-0000-000	CURRENT YEAR TAXES	30,000.00	30,000.00	1,764.28	28,235.72	94.12	R
100-011030-0002-0000-000	DELINQUENT TAXES	133.00	133.00	771.06	-638.06	-479.74	R
100-011060-0001-0000-000	PENALTY	1,500.00	1,500.00	0.00	1,500.00	100.00	R
100-011060-0002-0000-000	INTEREST	1,222.00	1,222.00	0.00	1,222.00	100.00	R
100-015010-0001-0000-000	INTEREST EARNED	5,000.00	5,000.00	0.00	5,000.00	100.00	R
100-016099-0003-0000-000	TRASH REVENUE	85,000.00	85,000.00	14,108.80	70,891.20	83.40	R
100-120101-0001-0000-000	SALES TAX	30,000.00	30,000.00	13,776.54	16,223.46	54.08	R
100-120201-0001-0000-000	CONSUMER UTILITY TAX	30,000.00	30,000.00	8,187.62	21,812.38	72.71	R
100-120301-0001-0000-000	BUSINESS LICENSE	90,000.00	90,000.00	88,909.76	1,090.24	1.21	R
100-120501-0001-0000-000	VEHICLE LICENSE FEES	0.00	0.00	36.00	-36.00	0.00	R
100-120501-0005-0000-000	VEHICLE REGISTRATION FEES (PP BILL	15,000.00	15,000.00	0.00	15,000.00	100.00	R
100-120601-0001-0000-000	BANK STOCK TAX	339,840.00	339,840.00	0.00	339,840.00	100.00	R
100-121001-0001-0000-000	TRANSIENT OCCUPANCY TAX	3,000.00	3,000.00	681.41	2,318.59	77.29	R
100-121101-0001-0000-000	MEALS TAX	250,000.00	250,000.00	122,830.82	127,169.18	50.87	R
100-130306-0001-0000-000	ZONING PERMITS/FEES	3,000.00	3,000.00	125.00	2,875.00	95.83	R
100-130306-0002-0000-000	HOME OCCUPATION PERMITS	250.00	250.00	170.00	80.00	32.00	R
100-140101-0001-0000-000	POLICE/COURT FINES	25,000.00	25,000.00	3,756.73	21,243.27	84.97	R
100-140101-0002-0000-000	RETURNED CHECK FEE	0.00	0.00	125.00	-125.00	0.00	R
100-140101-0003-0000-000	E SUMMONS FEES **RESTRICTED USE**	1,300.00	1,300.00	0.00	1,300.00	100.00	R
100-150201-0001-0000-000	CABLE PROPERTY RENTAL	7,000.00	7,000.00	0.00	7,000.00	100.00	R
100-150201-0002-0000-000	TOWN HALL RENTALS	12,000.00	12,000.00	8,288.00	3,712.00	30.93	R
100-150201-0005-0000-000	TOWN HALL ACTIVITY FEES	0.00	0.00	1,010.00	-1,010.00	0.00	R
100-189000-0900-0000-000	MISCELLANEOUS	0.00	0.00	1,076.00	-1,076.00	0.00	R
100-220109-0001-0000-000	VA 599 POLICE FUNDING	24,500.00	24,500.00	7,002.00	17,498.00	71.42	R
100-220110-0001-0000-000	PPTRA REIMBURSEMENT-STATE	21,900.00	21,900.00	0.00	21,900.00	100.00	R
100-220111-0001-0000-000	COMMUNICATIONS TAX	31,500.00	31,500.00	4,728.82	26,771.18	84.99	R
100-240407-0001-0000-000	LITTER GRANT	1,329.00	1,329.00	1,595.00	-266.00	-20.02	R
100-240412-0001-0000-000	VIRGINIA FIRE PROGRAMS	15,000.00	15,000.00	0.00	15,000.00	100.00	R
400-019050-0100-0000-000	HARVEST FESTIVAL	15,000.00	15,000.00	0.00	15,000.00	100.00	R
400-019050-0350-0000-000	TOWN HALL ACTIVITIES	5,500.00	5,500.00	0.00	5,500.00	100.00	R
500-016099-0001-0000-000	WATER SALES	407,000.00	407,000.00	70,442.01	336,557.99	82.69	R
500-016099-0003-0000-000	ACCOUNT SETUP FEES	2,000.00	2,000.00	450.00	1,550.00	77.50	R
500-016099-0004-0000-000	WATER RECONNECT FEES	2,000.00	2,000.00	0.00	2,000.00	100.00	R
500-016099-0005-0000-000	CONNECTIONS FEES-WATER	2,250.00	2,250.00	0.00	2,250.00	100.00	R
500-016099-0006-0000-000	PENALTY FEES	5,000.00	5,000.00	0.00	5,000.00	100.00	R
500-016099-0010-0000-000	WATER AVAILABILITY FEES	24,000.00	24,000.00	0.00	24,000.00	100.00	R
500-016099-0011-0000-000	WELL HEAD PROTECTION GRANT	50,000.00	50,000.00	0.00	50,000.00	100.00	R
500-016099-0012-0000-000	UTILITY INSPECTION FEES	140.00	140.00	25.00	115.00	82.14	R
500-016099-0015-0000-000	IRRIGATION SYSTEM APPLICATION FEE	0.00	0.00	175.00	-175.00	0.00	R

TOWN OF BOWLING GREEN
Revenue & Expenditure Detail Report
Report dates 07/01/2022 - thru - 06/30/2023

Table with columns: Account Number, Account Description, Original, Revised, Actuals, Remaining, % Remaining, and a final column with letters T, Y, P, E. Rows list various financial items like TRANSFERS IN, SEWER SALES, and SALARIES/WAGES.

TOWN OF BOWLING GREEN
Revenue & Expenditure Detail Report
Report dates 07/01/2022 - thru - 06/30/2023

Table with 7 columns: Account Number, Account Description, Original, Revised, Actuals, Remaining, % Remaining. Includes rows for various categories like OFFICE EQUIPMENT, COMPUTER LICENSES/SUPPORT, LATE FEES & PENALTIES, etc.

T
Y
P
E

TOWN OF BOWLING GREEN
 Revenue & Expenditure Detail Report
 Report dates 07/01/2022 - thru - 06/30/2023

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
100-043100-5230-0000-000	TELECOMMUNICATIONS	1,500.00	1,500.00	387.05	1,112.95	74.20	X
100-043100-5300-0000-000	INSURANCE	6,000.00	6,000.00	3,893.85	2,106.15	35.10	X
100-043100-5540-0000-000	EDUCATION/ TRAINING	500.00	500.00	250.00	250.00	50.00	X
100-043100-5840-0000-000	MISCELLANEOUS	500.00	500.00	85.57	414.43	82.89	X
100-043100-6001-0000-000	OFFICE SUPPLIES & PRINTING	675.00	675.00	194.70	480.30	71.16	X
100-043100-6005-0000-000	JANITORIAL SUPPLIES	300.00	300.00	321.51	-21.51	-7.17	X
100-043100-6006-0000-000	HAND TOOLS	750.00	750.00	344.18	405.82	54.11	X
100-043100-6007-0000-000	REPAIR/ MAINT TOWN BUILDINGS	14,000.00	14,000.00	4,932.69	9,067.31	64.77	X
100-043100-6008-0000-000	VEHICLE FUEL/ OIL	3,000.00	3,000.00	2,910.24	89.76	2.99	X
100-043100-6009-0000-000	EQUIPMENT/ SUPPLIES	4,000.00	4,000.00	3,273.31	726.69	18.17	X
100-043100-6011-0000-000	UNIFORMS/ SAFETY EQUIP	1,500.00	1,500.00	1,829.48	-329.48	-21.97	X
100-043100-7110-0000-000	PARKING LOT/STREET/SIDEWALK MAINT	7,000.00	7,000.00	3,875.00	3,125.00	44.64	X
100-043100-7120-0000-000	PARK MAINTENANCE	1,500.00	1,500.00	1,336.40	163.60	10.91	X
100-043100-7130-0000-000	REFUSE COLLECTION	98,500.00	98,500.00	62,756.20	35,743.80	36.29	X
100-043100-7140-0000-000	LITTER GRANT	1,200.00	1,200.00	1,200.00	0.00	0.00	X
100-043100-7200-0000-000	TOWN HALL EXPENSES	35,000.00	35,000.00	29,697.59	5,302.41	15.15	X
300-300100-8800-0000-000	Public Works Large Equipment	45,000.00	45,000.00	0.00	45,000.00	100.00	X
400-071200-1110-0000-000	EVENTS COORDINATOR	10,000.00	10,000.00	0.00	10,000.00	100.00	X
400-071200-1210-0000-000	HARVEST FESTIVAL	23,500.00	23,500.00	22,827.22	672.78	2.86	X
400-071200-1230-0000-000	MUSIC ON THE GREEN	5,000.00	5,000.00	4,153.00	847.00	16.94	X
400-071200-1240-0000-000	CLEAN SWEEP	250.00	250.00	0.00	250.00	100.00	X
400-071200-1250-0000-000	PARADE/HOLIDAY EVENTS	3,000.00	3,000.00	1,506.87	1,493.13	49.77	X
400-071200-1310-0000-000	TOWN HALL ACTIVITIES	2,200.00	2,200.00	1,330.00	870.00	39.55	X
500-500100-1101-0000-000	SALARIES	122,209.00	122,209.00	128,113.93	-5,904.93	-4.83	X
500-500100-1201-0000-000	SALARIES/WAGES-OVERTIME	3,000.00	3,000.00	0.00	3,000.00	100.00	X
500-500100-2100-0000-000	FICA	9,349.00	9,349.00	0.00	9,349.00	100.00	X
500-500100-2210-0000-000	VRS	16,537.00	16,537.00	0.00	16,537.00	100.00	X
500-500100-2300-0000-000	HEALTH PLAN	25,934.00	25,934.00	0.00	25,934.00	100.00	X
500-500100-2400-0000-000	GROUP LIFE	1,530.00	1,530.00	0.00	1,530.00	100.00	X
500-500100-2500-0000-000	HYBRID DISABILITY	203.00	203.00	60.19	142.81	70.35	X
500-500100-3311-0000-000	VEHICLE MAINT	2,000.00	2,000.00	478.51	1,521.49	76.07	X
500-500100-3320-0000-000	COMPUTER LICENSES/SUPPORT	2,000.00	2,000.00	7,449.28	-5,449.28	-272.46	X
500-500100-5110-0000-000	ELECTRICITY	20,000.00	20,000.00	14,671.47	5,328.53	26.64	X
500-500100-5210-0000-000	MAILING COSTS	1,000.00	1,000.00	654.12	345.88	34.59	X
500-500100-5230-0000-000	TELECOMMUNICATIONS	4,200.00	4,200.00	3,241.24	958.76	22.83	X
500-500100-5300-0000-000	TOWN INSURANCE-WATER	4,700.00	4,700.00	3,473.85	1,226.15	26.09	X
500-500100-5540-0000-000	Education/Training/License/Permit	3,500.00	3,500.00	2,990.50	509.50	14.56	X
500-500100-5810-0000-000	FEES AND DUES	5,000.00	5,000.00	3,083.00	1,917.00	38.34	X
500-500100-5840-0000-000	MISCELLANEOUS	500.00	500.00	226.04	273.96	54.79	X
500-500100-5899-0000-000	Miss Utility Costs	500.00	500.00	0.00	500.00	100.00	X
500-500100-6001-0000-000	OFFICE SUPPLIES/EQUIPMENT	2,500.00	2,500.00	441.99	2,058.01	82.32	X
500-500100-6005-0000-000	Janitorial Supplies	1,500.00	1,500.00	1,148.73	351.27	23.42	X

TOWN OF BOWLING GREEN
 Revenue & Expenditure Detail Report
 Report dates 07/01/2022 - thru - 06/30/2023

Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
500-500100-6006-0000-000	HAND TOOLS	2,000.00	2,000.00	684.12	1,315.88	65.79	X
500-500100-6007-0000-000	REPAIR / MAINTENANCE	125,000.00	125,000.00	117,564.14	7,435.86	5.95	X
500-500100-6008-0000-000	VEHICLE FUEL/OIL	2,333.00	2,333.00	2,772.39	-439.39	-18.83	X
500-500100-6009-0000-000	EQUIPMENT/SUPPLIES	3,500.00	3,500.00	435.98	3,064.02	87.54	X
500-500100-6011-0000-000	UNIFORMS/SAFETY EQUIP	3,333.00	3,333.00	1,871.55	1,461.45	43.85	X
500-500100-6021-0000-000	TESTING SUPPLIES/CHEMICALS	3,000.00	3,000.00	3,839.03	-839.03	-27.97	X
500-500100-6022-0000-000	WATER TESTING	15,000.00	15,000.00	1,727.83	13,272.17	88.48	X
500-500100-6050-0000-000	METER/FIRE HYDRANTS	5,000.00	5,000.00	0.00	5,000.00	100.00	X
500-500100-6060-0000-000	WELL HEAD PROTECTION GRANT	10,000.00	10,000.00	0.00	10,000.00	100.00	X
500-500100-8500-0000-000	2018 Loan Interest Expense	53,986.00	53,986.00	18,429.75	35,556.25	65.86	X
500-500100-9100-0000-000	REPAYMENT OF GF TRANSFER	253,986.00	253,986.00	0.00	253,986.00	100.00	X
500-500500-3500-0000-000	USDA System Upgrade	0.00	0.00	193,129.84	-193,129.84	0.00	X
500-500500-8220-0000-000	ENGINEERING - WATER LINES	0.00	0.00	153,943.11	-153,943.11	0.00	X
520-500100-1101-0000-000	SALARIES	158,469.00	158,469.00	170,431.45	-11,962.45	-7.55	X
520-500100-1201-0000-000	OVERTIME	3,423.00	3,423.00	0.00	3,423.00	100.00	X
520-500100-2100-0000-000	FICA	12,123.00	12,123.00	0.00	12,123.00	100.00	X
520-500100-2210-0000-000	VRS	21,788.00	21,788.00	0.00	21,788.00	100.00	X
520-500100-2300-0000-000	HEALTH INSURANCE	25,588.00	25,588.00	0.00	25,588.00	100.00	X
520-500100-2400-0000-000	GROUP LIFE	2,016.00	2,016.00	0.00	2,016.00	100.00	X
520-500100-2500-0000-000	HYBRID DISABILITY	532.00	532.00	186.69	345.31	64.91	X
520-500100-3160-0000-000	TESTING	20,000.00	20,000.00	18,526.00	1,474.00	7.37	X
520-500100-3180-0000-000	SLUDGE REMOVAL	15,000.00	15,000.00	13,781.62	1,218.38	8.12	X
520-500100-3311-0000-000	VEHICLE MAINT	2,000.00	2,000.00	467.06	1,532.94	76.65	X
520-500100-3320-0000-000	PROFESSIONAL SERVICES	4,000.00	4,000.00	7,851.93	-3,851.93	-96.30	X
520-500100-5110-0000-000	ELECTRICITY	30,000.00	30,000.00	21,220.25	8,779.75	29.27	X
520-500100-5120-0000-000	PROPANE	2,000.00	2,000.00	2,521.73	-521.73	-26.09	X
520-500100-5210-0000-000	MAILING COSTS	1,000.00	1,000.00	622.76	377.24	37.72	X
520-500100-5230-0000-000	TELECOMMUNICATIONS	3,103.00	3,103.00	914.75	2,188.25	70.52	X
520-500100-5300-0000-000	INSURANCE	4,200.00	4,200.00	3,472.80	727.20	17.31	X
520-500100-5540-0000-000	Education/Training/License	4,000.00	4,000.00	3,091.86	908.14	22.70	X
520-500100-5613-0000-000	VPDES FEES/DEQ	3,768.00	3,768.00	3,848.96	-80.96	-2.15	X
520-500100-5840-0000-000	SEWER OPS MISCELLANEOUS	500.00	500.00	125.14	374.86	74.97	X
520-500100-5899-0000-000	MISS UTILITY COST	300.00	300.00	399.00	-99.00	-33.00	X
520-500100-6001-0000-000	OFFICE SUPPLIES	0.00	0.00	410.27	-410.27	0.00	X
520-500100-6004-0000-000	LAB SUPPLIES/CHEMICALS	12,000.00	12,000.00	1,289.62	10,710.38	89.25	X
520-500100-6005-0000-000	Janitorial Supplies	1,000.00	1,000.00	677.96	322.04	32.20	X
520-500100-6006-0000-000	SMALL TOOLS	2,000.00	2,000.00	404.10	1,595.90	79.80	X
520-500100-6007-0000-000	REPAIR / MAINTENANCE	69,000.00	69,000.00	92,842.27	-23,842.27	-34.55	X
520-500100-6008-0000-000	VEHICLE FUEL/OIL	2,334.00	2,334.00	2,668.85	-334.85	-14.35	X
520-500100-6009-0000-000	VEHICLE EQUIPMENT/ SUPPLIES	0.00	0.00	309.65	-309.65	0.00	X
520-500100-6011-0000-000	UNIFORMS/SAFETY EQUIPMENT	2,834.00	2,834.00	2,069.53	764.47	26.97	X
520-500100-6030-0000-000	PLANT & LAB SUPPLIES/CHEMICALS	0.00	0.00	1,657.63	-1,657.63	0.00	X

TOWN OF BOWLING GREEN
 Revenue & Expenditure Detail Report
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Account Number	Account Description	Original	Revised	Actuals	Remaining	% Remaining	T Y P E
520-500100-8101-0000-000	OFFICE EQUIPMENT/SUPPLIES	900.00	900.00	0.00	900.00	100.00	X
520-500100-8300-0000-000	INFRASTRUCTURE/AVAILABILITY FEES	0.00	0.00	40,686.58	-40,686.58	0.00	X
520-500100-8500-0000-000	Loan Interest Expense	161,270.00	161,270.00	55,064.25	106,205.75	65.86	X
520-500100-9100-0000-000	REPAYMENT OF GF TRANSFER	161,270.00	161,270.00	0.00	161,270.00	100.00	X



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

AGENDA ITEM: Town Administration (Town Manager, Town Clerk)
Monthly Report for April 2023

DATE: April 27, 2023

PREPARED BY: Allyson Finchum

MONTHLY REPORT / PROJECT UPDATE:

- Planning and Zoning Inquiries
- Review of Zoning Permits
- Recovery Act Funds Project
Keystone Software
- Preparation and Staff for the May 4, 2023 Town Council Meeting
- Preparation and Staff for the May 4, 2023 Town Council Worksession
- Staff Training
- Development of Future Water Project with consultant Stantec
- Updates to Town Website/Social Media
- Preparation for 2023 Music on the Green
- Preparation for 2023 Harvest Festival
- Promotion of Town Events and Businesses
- Posting of all Payments (Utilities, Real Estate, Personal Property, etc)
- Creating Business Licenses
- Keystone Training on various topics
- Answering all incoming calls for all departments
- Closing out register at end of day and running reports
- Consolidating and posting all credit card payments with bank statement & Orbipay
- Completing set-up of new credit card system with Keystone (Value Payment Systems)
- Entering Town Hall Rental Information & Payments
- Entering Work Orders for Public Works Department
- Taking deposits to bank
- Creating and printing of all Planning Commission & Town Council Agendas/Packets
- Minutes for Planning Commission Meetings, Town Council Worksessions & Meetings

Meetings/Training:

- April 6, 2023 Town Council Worksession
- April 6, 2023 Town Council Meeting
- April 20, 2023 Town Council Special Called Meeting

- Meetings on various topics
- Developers/Citizens, State Governmental Agencies, Planning Commissioners, Town Council Members



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Minutes – April 6, 2023 Town Council Worksession

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Trish Chenault, adminclerk@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Minutes transcribed from the April 6, 2023 Town Council Worksession

ATTACHMENTS:

Minutes from April 6, 2023 Town Council Worksession

REQUESTED ACTION:

Approve Minutes.



TOWN OF BOWLING GREEN TOWN COUNCIL MONTHLY WORKSESSION MINUTES

A G E N D A

Thursday, April 6, 2023
5:00 PM

CALL TO ORDER AND QUORUM ESTABLISHED:

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

COUNCIL PRESENT:

Mayor Mark Gaines
Vice-Mayor Valarie Coyle
Council Member Jean Davis
Council Member Randy Hageman
Council Member David Storke
Council Member Jeff Voit
Council Member Dan Webb
Council Member Arthur Wholey

BUSINESS:

Town Council discussed the following matters:

- Smart Scale Transportation Project – Council member Wholey presented slides on the Smart Scale Project and discussed the different project improvements. The project would reconstruct the intersection of US 301 and Rt. 619 to a continuous Green T and close the crossover at 301 and Courthouse Lane per VDOT 301/207 Arterial Preservation Plan. It would construct a 25-space commuter parking lot on the south side of Chase Street. Construct/improve pedestrian crossing/sidewalk/tie-in improvements at Main/Courthouse, Main/Chase, Chase/Ennis, and Courthouse/Butler. Install a pedestrian signal at Main Street and Chase Street, and construct sidewalk along the north side of Chase Street from Butler Street to Courthouse Lane Apartments. Council discussed safety concerns with traffic, and Fire & Rescue would be using Main Street more if Courthouse Lane is closed down. Vice-Mayor Coyle questioned if the Town would get red flagged if they turned down the project. No answer was given to this question. Council would like a meeting with a VDOT representative to go over some questions/concerns with the Town, Fire & Rescue and Police Dept.
- Department Budgets for FY24 – Town Manager Finchum advised that the budget is not ready yet, due to balances being in 2 separate software systems, and the FY21 budget not being closed out yet. Concerning the Police Department budget, Council discussed a policy that was effective last year pertaining to a police officer being able to drive one of the Town vehicles home if they live within a ten mile radius from the Town. Chief Cecil would like for his current Officer to be able to drive a Town vehicle home who lives 45 minutes away. Vice-Mayor Coyle suggested creating a contract that the Officer would sign upon hire. Council advised that the contract could state that the Officer would drive an older vehicle home, and agree to stay a

minimum of 3 years. If the officer leaves prior to the 3 years, they would have to reimburse the Town for expenses for the vehicle.

A motion was made by Council Member Davis to not allow Officers to drive vehicles home if they live further than 10 miles from town. Motion was then withdrawn by Council Member Davis for further discussion.

- Other Matters – Council addressed the policy of selling water to the existing 5 platted lots in the older section of Maury Heights which is section II. Council questioned if policy can be amended. Council would like further discussion concerning the selling of water outside of Town.

INFORMATIONAL ITEMS:

None

ADJOURNMENT

The Town Council closed the Worksession.



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

AGENDA ITEM: Minutes – April 6, 2023 Town Council Meeting

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Trish Chenault, adminclerk@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:
Minutes transcribed from the April 6, 2023 Town Council Meeting

ATTACHMENTS:
Minutes from April 6, 2023 Town Council Meeting

REQUESTED ACTION:
Approve Minutes.



**TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
DRAFT MINUTES**

April 6, 2023
7:00 p.m.
Town Hall

ROLL CALL AND QUORUM ESTABLISHED:

Mayor Gaines called the meeting to order and noted a quorum was present.
The Pledge of Allegiance was recited.

MEMBERS PRESENT:

Mayor Mark Gaines
Vice-Mayor Valarie Coyle
Council Member Jean Davis
Council Member Randy Hageman
Council Member David Storke
Council Member Jeff Voit
Council Member Dan Webb
Council Member Arthur Wholey

PUBLIC HEARINGS:

None

DELEGATIONS:

None

PUBLIC COMMENTS:

None

MEMBER COMMENTS:

Council Member Hageman discussed the problem of employees parking in front of businesses on Main Street, and that there is a two- hour parking policy. He stated something needs to be done there is more parking for customers.

Vice-Mayor Coyle asked that Town Council meetings automatically be rescheduled for the following Thursday, if they have been canceled. All were in favor of this. Vice-Mayor Coyle also spoke about the unveiling of the LOVE sign and asked the Town Attorney if the logo can be Trademarked.

Mayor Gaines and Council Member Storke spoke about former Council Member Otis Wright passing away. He will be truly missed.

STAFF REPORTS & PRESENTATIONS:

The following staff reports were presented to Council:

IGSA Partnership between the Town of Bowling Green and Fort A.P. Hill

- John Broughton gave a presentation concerning the partnership between United States Army Garrison & Fort A.P. Hill with the Town of Bowling Green for Installation Support Services. The objective is to seek a partnership with the Town of Bowling Green which will reduce costs of installation support services, improve the quality and timeliness of services being performed at FAPH, and provide an additional revenue stream to the Town. It is estimated that this IGSA concept could save \$230,000 per year, and the term of the agreement shall be up to 10 years. The Town of Bowling Green would be a liaison between Garrison and the contractors. Council Member Webb & Vice Mayor Coyle both feel we do not have the time or staff to do this right now. Council would like input from other localities that are currently in the IGSA program. Mayor Gaines is obtaining information to bring back to Council.

Public Works/Utilities Monthly Report for March 2024

- Council Member Webb asked about the water leaks that have happened around Town the last couple of days and how long it will take for the maintenance on the water tank to be completed. Mr. Irby replied that hopefully it will only take 4 weeks for the maintenance to be completed and that it is contracted to happen every so many years. Council Member Wholey asked if leaks were related to tank being drained/maintenance and if there had been a better time to schedule said maintenance. Mr. Irby replied that now was the best time for the maintenance and that the leaks could possibly be contributed to the draining of the tank.

Police Department Monthly Report for March 2023

- No questions/comments

Town Clerk/Treasurer Council Monthly Report for March 2023

- No questions/comments

Town Administration Monthly Report for March 2023

- No questions/comments

CONSENT AGENDA:

Minutes – January 5, 2023 Town Council Worksession & Meeting, February 2, 2023 Town Council Worksession & Meeting and March 15, 2023 Town Council Worksession

Bills – February 2023 & March 2023

On the motion of Council Member Hageman, seconded by Council Member Voit, which carried a vote of 7-0, the Town Council motioned to approve the Consent Agenda as presented.

UNFINISHED BUSINESS:

Town Council discussed the following matters:

- Application for sewer connection for Hill Mobile Home Park at 14226 Elwood Drive - The Town Attorney went over the Memorandum of Agreement between the Town and Hill Mobile Home Park with Council. Hill Mobile Home Park is supposed to pay a one-time connection fee and be billed one invoice for up to 20 connections (homes) at the minimum fee. Out of 22 units (homes) only approximately 10 units are being occupied right now. The Town Attorney is working with Hill Mobile Home Parks Attorney Mr. Blaine to fix several concerns.

On the motion of Council Member Hageman, seconded by Council Member Wholey, which carried a vote of 7-0, the Town Council motioned to deny selling sewer to Hill Mobile Home Park at this time.

- Approval of use of Coronavirus Funds for Town Hall renovation – The Town Manager spoke of renovations needed to Town Hall which included to fix or remove ceiling tiles, new lighting and the floor in the administration office is sagging. The Town Manager would like to restore the building back to its original condition with beams in the ceiling. It is estimated that there is about \$800,000 left in ARPA funds.

On the motion of Council Member Voit, seconded by Council Member Webb, which carried a vote of 7-0, the Town Council motioned to approve getting estimates from contractors to start the process of renovating Town Hall.

NEW BUSINESS:

Town Council discussed the following matters:

- UV lights WWTP – Mr. Irby discussed the need for a new UV light system and presented information concerning two different systems (Trojan & Wedeco). The quote for the Trojan System is \$77,935 and for the Wedeco System is \$101,000. The current UV light system at WWTP is obsolete and not functioning per manufacturer's specifications.

On the motion of Council Member Webb, seconded by Council Member Voit, with a vote of 6-1, the Town Council voted to approve funding using ARPA funds for the Trojan System.

- Appointment of Interim Town Treasurer – The Town Manager requested this matter be moved into closed session at the end of the meeting.
- Approval to set-up joint Planning Commission/Town Council Work Session for Future Land Use – The Town Manager is going to let Town Council know of potential dates for a meeting, hopefully in May to talk about the future growth of the Town.

INFORMATIONAL ITEMS:

The Town Manager discussed the provision of funds by the Town Council for a port-a-john in lieu of farmers paying fees for participation in the Farmers Market. The Town Manager had discussed with Ms. English concerning the port-a-john for the Farmers Market, and was told that the Farmers Market was going to continue to charge the farmers the participation fee to cover for insurance and other expenses. Council asked the Town Manager to find out what other expenses the Farmers Market has and to bring back to Council.

On the motion of Council Member Storke, seconded by Council Member Wholey, which carried a vote of 5-2, the Town Council voted to allow the Farmers Market to charge fees to farmers and supply a port-a-john for 6 months for everyone to use.

COMMITTEE REPORTS:

Mayor Gaines discussed having a Water Conservation Committee in place to help with the water situation the Town is facing.

CLOSED SESSION:

On the motion of Council Member Hageman, seconded by Council Member Storke, which carried a vote of 7-0, the Town Council voted to proceed into Closed Session at 9:41 pm pursuant to Va. Code § 2.2-3611(A)(1) to discuss the appointment of Interim Town Treasurer.

RECONVENE IN OPEN SESSION:

Reconvened at 10:05 pm in Open Session per Mayor Gaines

CERTIFICATION:

On the motion of Council Member Voit, seconded by Council Member Hageman, which carried a vote of 7-0, The Town 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.

Roll Call Vote:

Valarie Coyle = Aye

Jean Davis = Aye

Randy Hageman = Aye

David Storke = Aye

Jeff Voit = Aye

Dan Webb = Aye

Arthur Wholey = Aye

ACTION FOLLOWING CLOSED MEETING:

On the motion of Council Member Hageman, seconded by Council Member Voit, which carried a vote of 7-0, the Town Council voted to appoint Patricia Chenault as Interim Town Treasurer effective April 6, 2023 for 90 days, which will end on July 5, 2023 with an increase in salary of \$13,000.

Roll Call Vote:

Valarie Coyle = Aye

Jean Davis = Aye

Randy Hageman = Aye

David Storke = Aye

Jeff Voit = Aye

Dan Webb = Aye

Arthur Wholey = Aye

ADJOURNMENT:

On the motion of Council Member Hageman, seconded by Council Member Coyle, which carried a vote of 7-0, the Town Council voted to adjourn the April 6, 2023, meeting at 10:10 p.m.



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

AGENDA ITEM: Minutes – April 20, 2023 Town Council Special Called Meeting

ITEM TYPE: Consent Agenda

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Trish Chenault, adminclerk@townofbowlinggreen.com

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Minutes transcribed from the April 20, 2023 Town Council Special Called Meeting

ATTACHMENTS:

Minutes from April 20, 2023 Town Council Special Called Meeting

REQUESTED ACTION:

Approve Minutes.



**TOWN OF BOWLING GREEN
TOWN COUNCIL SPECIAL MEETING
DRAFT MINUTES**

April 20, 2023
6:00 p.m.
Town Hall

ROLL CALL AND QUORUM ESTABLISHED:

Vice-Mayor Coyle called the meeting to order and noted a quorum was present. The Pledge of Allegiance was recited.

MEMBERS PRESENT:

Vice-Mayor Valarie Coyle
Council Member Jean Davis
Council Member Randy Hageman
Council Member Jeff Voit
Council Member Dan Webb
Council Member Arthur Wholey

MEMBERS NOT PRESENT:

Mayor Mark Gaines
Council Member David Storke

PUBLIC COMMENTS:

None

MEMBER COMMENTS:

Council Member Webb excused himself from topic #1 under New Business - (Amendment to Existing Policy to Allow Selling Water to the Existing Platted Lots in Maury Heights Sections I, II and III) due to personal involvement.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Town Council discussed the following matters:

- Amendment to existing policy to allow selling water to the existing platted lots in Maury Heights - The Town Manager discussed the amendment to the policy for the existing 5 platted lots in Maury Heights. Only 1 out of the 5 platted lots is in question right now. Council Member Wholey would like to speak with a representative from the County before making a decision.

A motion was made by Council Member Hageman, seconded by Council Member Voit, which carried a vote of 3-2, the Town Council voted to deny Amendment to existing Policy to allow selling water to existing five platted lots in Maury Heights.

Roll Call Vote:

Valarie Coyle = Nay

Jean Davis = Nay

Randy Hageman – Aye

David Storke = Not present

Jeff Voit = Aye

Dan Webb = Excused from vote

Arthur Wholey = Nay

- Discussion of water and sewer issues and emergency repairs and funding – Council Member Wholey asked Mr. Irby how many water breaks there have been in the last 3 weeks to which Mr. Irby replied 6 or 7. Council Member Wholey would also like to know where to find specifications on the system. Council Member Webb discussed the sewer blockages at Broaddus & Main. The entire sewer line needs to be replaced along with two manholes. Vice-Mayor Coyle asked Mr. Irby to find other grants other than just USDA. Vice-Mayor Coyle also asked Mr. Irby if the water leaks that have happened around Town are due to the water tank being drained/maintenance done? Mr. Irby responded yes and no. Per Mr. Irby, sometimes when you repair one section of pipe, another section will break. There are also more leaks after Winter when things begin to thaw.
- Approval of funding for emergency water and sewer repairs - Mr. Lankford who is a contractor advised that it would take over a week to complete repairs and that a contractor needs to know exactly what work has to be done prior to bidding on the job. The Town Manager suggested a pre-construction meeting on Monday, April 24, 2023 with VDOT to discuss the repairs, and advised two Council Members can attend.

INFORMATIONAL ITEMS:

None

ADJOURNMENT:

On the motion of Council Member Wholey, seconded by Council Member Voit, which carried a vote of 6-0, the Town Council voted to adjourn the April 20, 2023, Special Called Meeting at 8:10 p.m.



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

AGENDA ITEM: Bills – April 2023
ITEM TYPE: Consent Agenda
PURPOSE OF ITEM: Decision - By Motion
PRESENTER: Trish Chenault, Interim Treasurer
PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Items purchased and services rendered in April 2023

ATTACHMENTS:

April 2023 AP Disbursements Summary
April 2023 ACH Disbursements Summary

REQUESTED ACTION:

Approve/Deny

VENDOR#	NAME	INVOICE#	GROSS	DISC	NET	CHECK AMT	CHECK NBR	VOID	DATE
18	A & M HOME CENTER	C86439	21.97	0.00	21.97	167.78	AP*30483		04/13/23
		C86936	1.89	0.00	1.89				
		C86953	6.39	0.00	6.39				
		C87326	53.27	0.00	53.27				
		C87667	52.99	0.00	52.99				
		C88024	31.27	0.00	31.27				
		TOTAL	167.78	0.00	167.78				
14	CINTAS OF RICHMOND	1903795090	474.25	0.00	474.25	474.25	AP*30484		04/13/23
		TOTAL	474.25	0.00	474.25				
664	JEAN DAVIS	2023-04-07	21.04	0.00	21.04	21.04	AP*30485		04/13/23
		TOTAL	21.04	0.00	21.04				
1058	DIAMOND SPRINGS	0003589498	9.95	0.00	9.95	9.95	AP*30486		04/13/23
		TOTAL	9.95	0.00	9.95				
125	E M GRAY & SON	180338	196.90	0.00	196.90	914.10	AP*30487		04/13/23
		180339	533.55	0.00	533.55				
		180340	125.55	0.00	125.55				
		180341	58.10	0.00	58.10				
		TOTAL	914.10	0.00	914.10				
237	GRAINGER	9669214703	24.90	0.00	24.90	24.90	AP*30488		04/13/23
		TOTAL	24.90	0.00	24.90				
1115	JUSTTECH	102296	176.63	0.00	176.63	176.63	AP*30489		04/13/23
		TOTAL	176.63	0.00	176.63				
743	LOCAL SERVICES	183920	149.19	0.00	149.19	149.19	AP*30490		04/13/23
		TOTAL	149.19	0.00	149.19				
1089	SNAP-ON TOOLS	032923148952	291.50	0.00	291.50	291.50	AP*30491		04/13/23
		TOTAL	291.50	0.00	291.50				
1236	TOMEKA C. MORGAN	6	543.75	0.00	543.75	543.75	AP*30492		04/13/23
		TOTAL	543.75	0.00	543.75				
114	BOWLING GREEN ELECTRONICS	19341	300.00	0.00	300.00	300.00	AP*30493		04/25/23
		TOTAL	300.00	0.00	300.00				
897	CINTAS CORPORATION	8406209289	84.12	0.00	84.12	84.12	AP*30494		04/25/23
		TOTAL	84.12	0.00	84.12				
1020	CONSOLIDATED PIPE & SUPPLY	6230383-000-	1,599.00	0.00	1,599.00	1,633.24	AP*30495		04/25/23
		6230535-000-	34.24	0.00	34.24				
		TOTAL	1,633.24	0.00	1,633.24				
679	DAVID L BROOKS HAULING & EX	27095	450.00	0.00	450.00	450.00	AP*30496		04/25/23
		TOTAL	450.00	0.00	450.00				
1058	DIAMOND SPRINGS	0003529058	11.54	0.00	11.54	105.91	AP*30497		04/25/23
		0003588718	9.95	0.00	9.95				

VENDOR#	NAME	INVOICE#	GROSS	DISC	NET	CHECK AMT	CHECK NBR	VOID	DATE	
		0003588811	11.95	0.00	11.95					
		0003613573	11.54	0.00	11.54					
		0003658186	17.54	0.00	17.54					
		0003674319	9.95	0.00	9.95					
		0003674413	11.95	0.00	11.95					
		0003675088	9.95	0.00	9.95					
		0003707399	11.54	0.00	11.54					
		TOTAL	105.91	0.00	105.91					
341	DOMINION CHEMICAL CO	90000157	533.00	0.00	533.00	533.00	AP*30498		04/25/23	
		TOTAL	533.00	0.00	533.00					
939	DRAINFIELD SOLUTIONS, LLC	14376989	6,508.00	0.00	6,508.00	8,988.00	AP*30499		04/25/23	
		14436265	2,480.00	0.00	2,480.00					
		TOTAL	8,988.00	0.00	8,988.00					
28	G & G MILFORD FARM SERV.	198658	8.56	0.00	8.56	236.39	AP*30500		04/25/23	
		198669	104.93	0.00	104.93					
		198845	34.93	0.00	34.93					
		198865	27.98	0.00	27.98					
		198932	59.99	0.00	59.99					
		TOTAL	236.39	0.00	236.39					
237	GRAINGER	9673440526	106.08	0.00	106.08	106.08	AP*30501		04/25/23	
		TOTAL	106.08	0.00	106.08					
1208	JOHNS BROTHERS SECURITY, IN	1186333	39.95	0.00	39.95	79.90	AP*30502		04/25/23	
		1186334	39.95	0.00	39.95					
		TOTAL	79.90	0.00	79.90					
546	JOHNSON'S EXTERMINATING	2023-04	625.00	0.00	625.00	625.00	AP*30503		04/25/23	
		TOTAL	625.00	0.00	625.00					
1139	KEYSTONE INFORMATION SYSTEM	208851	840.00	0.00	840.00	1,501.50	AP*30504		04/25/23	
		208852	661.50	0.00	661.50					
		TOTAL	1,501.50	0.00	1,501.50					
512	MID-ATLANTIC COMMUNICATIONS	17146	60.00	0.00	60.00	60.00	AP*30505		04/25/23	
		TOTAL	60.00	0.00	60.00					
1089	SNAP-ON TOOLS	041223149473	68.25	0.00	68.25	68.25	AP*30506		04/25/23	
		TOTAL	68.25	0.00	68.25					
1236	TOMEKA C. MORGAN	7	1,912.50	0.00	1,912.50	1,912.50	AP*30507		04/25/23	
		TOTAL	1,912.50	0.00	1,912.50					
48	MID-ATLANTIC LAB	17146	60.00	0.00	60.00	60.00	AP*30508		04/27/23	
		TOTAL	60.00	0.00	60.00					
TOTALS						19,516.98				

VENDOR#	NAME	INVOICE#	GROSS	DISC	NET	CHECK AMT	CHECK NBR	VOID	DATE
1063	ALACRITI PAYMENTS, LLC	NMXGR413FKFF	2.70	0.00	2.70	2.70	ACH*99357		04/14/23
		TOTAL	2.70	0.00	2.70				
1094	BMW CLEANING SERVICES	0000028	775.00	0.00	775.00	775.00	ACH*99358		04/14/23
		TOTAL	775.00	0.00	775.00				
1238	EUROFINS ANALYTICS, LLC	77251	115.00	0.00	115.00	611.00	ACH*99359		04/14/23
		77263	155.00	0.00	155.00				
		77452	155.00	0.00	155.00				
		77453	115.00	0.00	115.00				
		77454	71.00	0.00	71.00				
		TOTAL	611.00	0.00	611.00				
1211	P-FLEET	A811062	207.26	0.00	207.26	207.26	ACH*99361		04/03/23
		TOTAL	207.26	0.00	207.26				
1211	P-FLEET	A813701	378.61	0.00	378.61	378.61	ACH*99362		04/11/23
		TOTAL	378.61	0.00	378.61				
44	VUPS	03230461	31.50	0.00	31.50	31.50	ACH*99363		04/14/23
		TOTAL	31.50	0.00	31.50				
1049	WEX BANK	88428554	300.36	0.00	300.36	300.36	ACH*99364		04/10/23
		TOTAL	300.36	0.00	300.36				
2	ATLANTIC UNION BANK	2023-03	314.30	0.00	314.30	314.30	ACH*99365		04/25/23
		TOTAL	314.30	0.00	314.30				
1238	EUROFINS ANALYTICS, LLC	77558	155.00	0.00	155.00	890.00	ACH*99366		04/25/23
		77575	105.00	0.00	105.00				
		77585	105.00	0.00	105.00				
		77637	115.00	0.00	115.00				
		77638	115.00	0.00	115.00				
		77697	155.00	0.00	155.00				
		77792	140.00	0.00	140.00				
		TOTAL	890.00	0.00	890.00				
514	K L LANGFORD EXCAVATING	23232	9,300.00	0.00	9,300.00	76,839.76	ACH*99367		04/25/23
		23233	6,242.50	0.00	6,242.50				
		23234	2,955.20	0.00	2,955.20				
		23235	11,814.06	0.00	11,814.06				
		23236	2,253.00	0.00	2,253.00				
		23237	9,593.00	0.00	9,593.00				
		23238	3,770.00	0.00	3,770.00				
		23245	30,912.00	0.00	30,912.00				
		TOTAL	76,839.76	0.00	76,839.76				
1032	USDA RURAL DEVELOPMENT	2023-04	17,938.00	0.00	17,938.00	17,938.00	ACH*99368		04/25/23
		TOTAL	17,938.00	0.00	17,938.00				
1211	P-FLEET	A817169	379.37	0.00	379.37	379.37	ACH*99369		04/26/23
		TOTAL	379.37	0.00	379.37				

VENDOR#	NAME	INVOICE#	GROSS	DISC	NET	CHECK AMT	CHECK NBR	VOID	DATE
1211	P-FLEET	A819858	400.95	0.00	400.95	400.95	ACH*99370		04/26/23
		TOTAL	400.95	0.00	400.95				
919	PRO SHRED SECURITY	1151078	50.49	0.00	50.49	50.49	ACH*99371		04/26/23
		TOTAL	50.49	0.00	50.49				
1114	XEROX FINANCIAL SERVICES	4186249	123.22	0.00	123.22	123.22	ACH*99372		04/26/23
		TOTAL	123.22	0.00	123.22				
728	VRSA INSURANCE	0726-0306202	8,668.00	0.00	8,668.00	8,668.00	ACH*99373		04/27/23
		TOTAL	8,668.00	0.00	8,668.00				

TOTALS

107,910.52



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

AGENDA ITEM: Transaction Document for the Town of Bowling Green / Fort A.P. Hill IGSA

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Allyson Finchum, Town Manager

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Fort AP Hill has requested an intergovernmental support agreement (IGSA) which is a collaborative partnership agreement for services, material procurement, and mutual support.

Mayor Gaines submitted initial paperwork for review by AP Hill. A transaction document is necessary to finish the approval the process and was provided to the Town Attorney for review.

ATTACHMENTS:

REQUESTED ACTION:

Approve/Deny moving forward with an IGSA between AP Hill and the Town of Bowling Green for requested services.

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES AND

TOWN OF BOWLING GREEN, VIRGINIA

INSERT IGSA NUMBER (UIC > IGSA > Fund Center > FY > Series Number)

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and Town of Bowling Green (is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to Fort A.P. Hill Garrison Commander (hereafter GC) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by Town of Bowling Green staff and/or access to the Town's contracted services, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

Under this agreement, Town of Bowling Green, whether through personnel or utilization of the Town's contracts, shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in Town of Bowling Green personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall Town of Bowling Green employees or contractors be deemed federal employees. If Town of Bowling Green shall provide services through a contract, the contract must

be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between Town of Bowling Green and its employees.) Employees of the United States may not perform services for or on behalf of Town of Bowling Green without the approval of the IGSA Manager (IGSA-M).

TERM OF AGREEMENT: The term of this Agreement shall be for one year from the execution of the Agreement by the IGSA-M, and renewable for successive one year periods for 9 additional years. The United States shall only be obligated for one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreement Officer of an intent to award the option for an additional year of performance. The IGSA-M shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period. The IGSA-M may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-M without further liability to the United States.

PAYMENT: The United States shall pay Town of Bowling Green for services based upon satisfactory completion of services. Payment shall be based for services provided as set forth in this Agreement. Town of Bowling Green shall not include any State or Local taxes in the prices it charges the United States unless approved by the IGSA-M in advance. Town of Bowling Green shall electronically submit invoices or payment requests to the Government's IGSA-TR and the IGSA-M. The IGSA-M will not authorize payment unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The payment method for IGSA's will be made via Miscellaneous Payment transactions processed through the General Fund Enterprise Business System (GFEBS). All IGSA's will be manually entered into GFEBS to commit and obligate funds. Payments will be processed within GFEBS by the Garrison Resource Management office, who will submit payment documents to DFAS who will issue payment via electronic fund transfer (EFT) or check to the Service Provider.

It is understood by both parties that rates may change due to inflation of materials. If this occurs, change can only be adjusted upon 30 days written notice to the IGSA-TR and the IGSA-M. If the IGSA-TR or his representative disagree, the parties shall discuss the proposed rates, changes in the services, or other modifications to Agreement. Modifications to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the IGSA-M.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. After the execution of the IGSA, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of Town of Bowling Green and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of services.

INSPECTION OF SERVICES: Town of Bowling Green will only tender services and goods in conformance with the IGSA. The IGSA-TR will be responsible for inspecting all services performed. Town of Bowling Green will be notified of the identity of the IGSA-TR and his alternate, and of any changes. If services are performed outside the installation, the IGSA-TR shall be granted access to areas where services are performed.

The IGSA-TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work. If the IGSA-TR determines that services do not conform to the requirements in Agreement, the IGSA-TR can require Town of Bowling Green, or its contractor, to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-TR can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the IGSA-TR can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-TR may alternately, based on sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA-M.

If Town of Bowling Green, or its contractor, is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede performance, Town of Bowling Green shall promptly notify the IGSA-TR.

In those rare instances in which Town of Bowling Green, or its contractor, fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to Town of Bowling Green, or its contractor. Except in an emergency, the United States will not exercise this authority without providing prior notice to the POC designated by Town of Bowling Green, or its contractor, to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the IGSA-M may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with Town of Bowling Green point of contact identified in this agreement.

TERMINATION: The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 30 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-M of the termination, Town of Bowling Green, or its contractor, shall immediately stop all work. The government will pay Town of Bowling Green, a percentage of the agreed upon price reflecting the percentage of work performed to the notice. Town of Bowling Green shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically to discuss performance and any other issues they may have. The IGSA-TR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the IGSA-TR or Town of Bowling Green, may submit a claim arising out of the Agreement to the IGSA-M for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim, and may designate a Town of Bowling Green representative to discuss the claim and its resolution. The IGSA-M shall issue a final decision within 90 days of receipt of each claim.

If Town of Bowling Green is dissatisfied with the IGSA-M's decision, it may appeal the matter to the installation commander and must specify the basis of its disagreement. The installation commander or his designee shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this agreement. All final determinations that result in the payment of additional funds to Town of Bowling Green must be coordinated with the IGSA-M.

If Town of Bowling Green wants to use an ADR process for appeals, the Town may request alternate disputes resolution (ADR) to resolve disputes; the Government may agree to the use of an ADR in its sole discretion. If ADR procedures are employed, the installation commander shall consider the findings and recommendations of the third party mediator(s) in making his final determination.

The parties agree to the above procedures in lieu of litigation in any forum.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA: The POCs for issues pertaining to this IGSA are as follows:

For the United States, the IGSA-TR or designated representative:

Benjamin H. McBride
Director of Public Works
(540) 621-9282

benjamin.h.mcbride.civ@army.mil

David Smith
Operations & Maintenance
(804) 867-3619

david.h.smith6.civ@army.mil

For Town of Bowling Green:

Name

Title

Phone

Email

Unless otherwise specified, all notices under this Agree shall be provided to the POCs specified above.

The POCs and a management official at least one level above the POCs as well as the IGSA IGSA-M shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the IGSA-M in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The Town of Bowling Green, or its contractor, shall conduct a visit of the installation with the IGSA-TR prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. Town of Bowling Green shall prepare an accident-avoidance plan and plan to protect Government property on the installation.

Town of Bowling Green shall take measures to protect and not damage any property of the United States during performance of services. Should Town of Bowling Green, or its contractor, damage such property, Town of Bowling Green, or its contractor, may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If Town of Bowling Green, or its contractor, does not take measures to replace or restore, the United States reserves the right to deduct replacement or restoration costs from amounts billed by Town of Bowling Green, or its contractor, each month. The IGSA-TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES: Town of Bowling Green recognizes that the services under this Agreement are vital to the United States and must be continued without interruption, and performed even in event of a dispute between the parties. Should the United States terminate this Agreement for any reason, Town of Bowling Green agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to affect an orderly and efficient transition of services.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to Town of Bowling Green, and any contractor performing services under this IGSA on behalf of Town of Bowling Green. Town of Bowling Green, or its contractor, shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the Town, and complies with all applicable Town labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. Town of Bowling Green, or its contractor, shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If Town of Bowling Green, or its contractor, has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, Town of Bowling Green shall immediately notify the IGSA-TR and the IGSA-M. Town of Bowling Green shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to Town of Bowling Green and its contractors. Town of Bowling Green agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. Town of Bowling Green, or its contractor, shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. Town of Bowling Green, or its contractor, shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY: This Agreement is not transferable except with the written authorization of the IGSA-M.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the IGSA-M.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR TOWN OF BOWLING GREEN:

Fort A.P. Hill Garrison Commander

Town of Bowling Green Mayor

Date

Date

List all Attachments/Annexes:

SUGGESTED ATTACHMENTS/ANNEXES TO THE IGSA

INSTALLATION SECURITY AND ACCESS REQUIREMENTS: [if work will be performed on an Army installation or other property under the Army's control, consult with the installation G-2 to add specific security requirements that must be met for contractors to access Army property as well as background requirements for Town of Bowling Green employees. The following work sheet shall be completed by the proponent for the services, submitted to the installation G-2 for review and approval, and submitted to the IGSA-M. The installation G-2 shall submit any additional installation security procedures and requirements to the IGSA-M, to include any limitations on access to the installation, specific gates to be used, licensing and inspection of vehicle requirements, etc. In the unlikely event that the Agreement will require Town of Bowling Green or its employees to access classified information, the installation shall specify procedures for access, storage, and similar procedures for all classified information. The IGSA-M shall additionally tailor FAR 52.204-2 for inclusion in the Agreement.

Town of Bowling Green shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the IGSA-TR. Town of Bowling Green shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-TR as a potential threat the health, safety, security, general well-being, or operational mission of the United States. The IGSA-TR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security.

All TOWN OF BOWLING GREEN vehicles will be identifiable and include the TOWN OF BOWLING GREEN's name.

Fort A.P. Hill – Town of Bowling Green Transaction Document

Other General Provisions to be considered:

FEDERAL HOLIDAYS: [If applicable, specify when the contractor can perform services on the installation, and advise whether the contractor is obligated to perform during federal holidays. If not, specify whether the services be made up, for example, performed on the next duty day, or skipped. The federal holidays should be listed.]

INSURANCE [If services are provided on post]: Town of Bowling Green shall at its own expense provide and maintain during the entire period of this IGSA the following insurance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death and property damage arising out of actions or omissions by Town of Bowling Green or its employees or contractors.
- b. Comprehensive vehicular liability insurance in the combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. Copies shall be furnished to the IGSA-TR and IGSA-M before providing services under this agreement.

Town of Bowling Green may propose to self-insure for such damage. Its acceptability should be assessed by the installation. If acceptable, an appropriate provision should be included in the IGSA addressing self-insurance and stating that the self-insurance is authorized in lieu of the above insurance requirements.

LIABILITY FOR DAMAGE TO THIRD PARTIES: Town of Bowling Green shall be liable to the government for loss or damage to third parties in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of Town of Bowling Green, its employees, its contractors, or agents in performance of the contract. Town of Bowling Green shall hold the United States harmless from claims or litigation from third parties, and shall indemnify the Government for all judgments against it as well as costs incurred in connection with defense of such litigation. The United States shall not be responsible for injuries and deaths to Town of Bowling Green employees or employees of its contractors, unless caused by a Government employee and compensable pursuant to federal legislation authorizing recovery against the United States.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: Town of Bowling Green shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. Town of Bowling Green shall timely furnish to the IGSA-TR reports of investigations it completes regarding such incidents.

Fort A.P. Hill – Town of Bowling Green Transaction Document

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the Town of Bowling Green shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used or consumed on the installation. The IGSA-TR may direct the TOWN OF BOWLING GREEN to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

TOWN OF BOWLING GREEN EMPLOYEE REQUIREMENTS: Town of Bowling Green and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are Town of Bowling Green employees or contractors. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, Town of Bowling Green will provide the IGSA-TR all identification or other credentials furnished by the government.



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

AGENDA ITEM: Amendment to Existing Policy to Allow Selling Water to the Existing Platted Lots in Maury Heights Sections I, II and III.

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Allyson Finchum, Town Manager

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

A policy adopted on October 6, 2022 limited future connections to the Town's water system to existing platted lots within Town limits. All previously developed lots in Maury Heights section I, II and III, a subdivision located in Caroline County are served by Town public water.

ATTACHMENTS:

REQUESTED ACTION:
Approve/Deny Request

REVISED May 4, 2023

RESOLUTION 2022-010
TOWN OF BOWLING GREEN POLICY REGARDING
CAPACITY RESERVATIONS AND WATER SUPPLY CONNECTIONS

WHEREAS the Town of Bowling Green has been informed by The Virginia Department of Environmental Quality that water resources are limited; and

WHEREAS the Town of Bowling Green utilizes on the average 85% of their currently permitted water supply on a daily basis; and

WHEREAS at this time the ability to acquire additional water is unknown; and

WHEREAS the Town of Bowling Green has hired Stantec to perform groundwater modeling to determine potential future water supply; and

WHEREAS until Stantec has performed their contracted work, the ability to acquire additional water capacity remains unknown; and

WHEREAS the Town Council desires to prevent further water connections that will negatively impact the water supply for the Town of Bowling Green in the interest of public health safety and general welfare; and

WHEREAS the Town Council desires to provide water services to existing residents during this uncertain time; and

WHEREAS it is Town Council's desire to serve the existing lots of record within Town limits; and

WHEREAS it has come to the attention of the Bowling Green Town Council that there are five undeveloped parcels in the Maury Heights Subdivision identified as 43G-2-D-1, 43G-2-A-19, 43G-2-A-18, 43G-1-A-13, and 43G-1-G-7 which are within a subdivision and without access to private water and public water/sewer from Caroline County; and

WHEREAS the estimated residential usage for water is approximately 300-400 gallons per household; and

WHEREAS the Bowling Green Town Council believes that it would not negatively affect existing Town residents to allow five more connections to the Town's water system that were platted in a subdivision intended for public water service; and

NOW, THEREFORE, BE IT RESOLVED by the Bowling Green Town Council that until further notice no water connections or capacity reservations shall be approved or permitted for any property outside of the Town limits except for the following five parcels identified as 43G-2-D-1, 43G-2-A-19, 43G-2-A-18, 43G-1-A-13, and 43G-1-G-7 at the time that zoning and building permits have been issued; and

BE IT FURTHER RESOLVED by the Bowling Green Town Council that no capacity reservations shall be permitted or accepted and no water permits approved within the Town limits until zoning and building permits are being issued for construction; and

BE IT FURTHER RESOLVED by the Bowling Green Town Council that water connections shall only be accepted for existing lots of record within Town limits and lots 43G-2-D-1, 43G-2-A-19, 43G-2-A-18, 43G-1-A-13, and 43G-1-G-7 that are in existence as of the 6th of October, 2022:

BE IT FINALLY RESOLVED by the Bowling Green Town Council at a meeting on May 4, 2023 that this Revised Resolution is approved.

Honorable Mark Gaines, Mayor

Trish Chenault, Clerk of Council



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Approval to Apply for Groundwater Withdrawal Permit

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Allyson Finchum, Town Manager

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Stantec has finished the ground water supply evaluation and the next step is decision on applying for additional groundwater.

ATTACHMENTS:

REQUESTED ACTION:

Approve/Deny hiring Stantec to produce necessary documents and submit application to Department of Environmental Quality for new groundwater withdrawal permit as shown on the Stantec proposal dated February 2, 2023.



February 2, 2022

Attention: Allyson Finchum
Town Manager
Town of Bowling Green
117 Butler Street
Bowling Green, VA 22427

Dear Allyson,

**Reference: Proposal for Groundwater Withdrawal Permit Application
Town of Bowling Green, Virginia**

Stantec Consulting Services, Inc. (Stantec) is pleased to provide The Town of Bowling Green (the Town) this proposal to assist with the preparation and submittal of a Virginia Department of Environmental Quality (DEQ) Groundwater Withdrawal Permit (GWP) expansion application for the Town's water system. Although the current GWP does not expire until November 30, 2028, the Town's water demand is expected to exceed the current GWP withdrawal limits near or before this time. Stantec has served as consultant on dozens of Virginia GWPs and has an excellent working relationship with DEQ water withdrawal permitting staff, which facilitates an efficient permitting process.

Background on Virginia Groundwater Withdrawal Permitting

To protect groundwater resources in the Virginia Coastal Plain and the Eastern Shore, a GWP is required for any withdrawal that exceeds 300,000 gallons in any given month. GWPs limit a user's groundwater withdrawals on an annual and monthly basis, require water conservation and management activities, and contain reporting requirements. In the evaluation of a GWP, DEQ considers the beneficial use of the water and the impact of the groundwater withdrawal on the aquifer system and other groundwater users. To do so, a detailed application is required that, among other things, explains the intended use of groundwater, analyzes historic water use and trends, provides projections of future water use, describes water conservation and management practices, and demonstrates that the aquifer which is being proposed for use is the most appropriate and sustainable source of water.

Proposed Scope of Work

Stantec will prepare a complete GWP application for the Town as follows:

1. DEQ Pre-Application Meeting

Stantec will coordinate and attend the mandatory pre-application meeting with DEQ in-person at DEQ's Richmond, Virginia office. During this meeting the Town and Stantec will introduce DEQ to the Town's water demands and rationale for requesting an expanded GWP. DEQ will provide initial feedback and any additional information that may be required prior to application submittal, such as for collection of a geophysical log or completion of an aquifer test.

2. Justification for Requested Withdrawal Amounts

Collaborating with the Town, Stantec will prepare a detailed water demand analysis and description of projected water uses as required for the permit application. Stantec will

Reference: Proposal for Groundwater Withdrawal Permit Application Town of Bowling Green, Virginia

review historic water use data and projected growth and new developments that could affect water use. A detailed written justification will be prepared along with graphics, tables, and calculations to effectively communicate the justification to DEQ.

3. Alternative Water Source Analysis

As required by DEQ, Stantec will prepare an alternative water source analysis. This analysis will discuss alternate potential sources of water for the Town, including other aquifers, surface water, and interconnection to other existing water systems (e.g., King George County surface water). This is a feasibility analysis and will consider cost, water quality, water quantity, and potential impacts for each alternate water source evaluated. The purpose of this section of the application is to demonstrate that the Town is using the lowest quality water possible to support the Town's beneficial uses. DEQ generally wants to limit permitting withdrawals from high water quality aquifer systems for purposes that do not require potable water and prioritizes human consumption.

4. Water Conservation and Management Plan (WCMP)

Collaborating with the Town, Stantec will develop a WCMP. The WCMP must include information on water-saving equipment and processes, a leak detection and repair program, a water use education program, an evaluation of water reuse options, and actions to be taken during water shortage emergencies. Following issuance of the GWP, a detailed log must be maintained by the Town for all WCMP actions documenting that the WCMP is being followed. The WCMP is an enforceable part of the GWP, so all requirements mentioned in this document must be feasible for the Town to implement.

5. Prepare and Submit Complete GWP Application to DEQ

Stantec will finalize and compile the above-mentioned sections with the other requirements of a GWP application for submittal to DEQ. Other requirements of a GWP application not explicitly outlined above include a description of wastewater treatment and disposal, existing and proposed well specifications, a mitigation plan for potential impacts to other existing groundwater users, a line drawing showing water system flow and treatment processes, and a signed local government ordinance form.

6. Responses to DEQ Comments/RAIs

After submittal of a GWP application, DEQ commonly develops comments and questions in the form of a Request for Additional Information (RAI). Stantec will prepare and submit to DEQ a response to one (1) round of comments/RAI.

7. Site Visits

A Stantec staff member will make up to one (1) visit to the Town if necessary to collect information needed for the GWP application. This allowance may be used for a pump station walkthrough to provide a more thorough understanding of water flow and treatment processes, collect GPS coordinates, or other purposes. This may not be necessary if a Town staff member with detailed knowledge of the water system is available for discussions. A Stantec staff member will also attend up to one (1) Town Council meeting at/near completion of the GWP application to provide an update.

Reference: Proposal for Groundwater Withdrawal Permit Application Town of Bowling Green, Virginia

Information Requests for The Town

The Town has already provided some documentation that will aid the preparation of this GWP application, and updated water production data will be obtained from DEQ. In our experience, the following additional data and information will be required and is requested from the Town if available:

1. Coordinates for well locations.
2. The number of water system connections by month over the past 15 years (or as long as is available), split by categories of residential, commercial, and industrial
3. Water sold (based on customer meters) by month over the past 15 years (or if available), split by categories of residential, commercial, and industrial
4. Are there plans for water system infrastructure changes over the next 15 years?
5. As many details as possible on projected growth and new developments, such as developer plans/agreements, available lots, zoning changes, economic development areas, etc.
6. Have there been any significant water leaks over the past 15 years? If so, when?

Additional information will likely be requested as we begin reviewing documentation and preparing the application.

Estimated Schedule

Stantec will begin the aforementioned scope of work immediately upon receipt of an executed contract and receipt of the required data and information listed above. Assuming prompt responses from the Town to Stantec information requests, Stantec will prepare the complete GWP application for submittal to DEQ within approximately four (4) months.

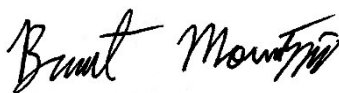
Closing

Estimated Stantec costs for completing the GWP application as well as our Terms and Conditions are attached. It should be noted that this proposal does not include payment of the \$9,000 permit fee to DEQ, which is due upon submittal of the GWP application.

We appreciate the opportunity to provide these hydrogeologic consulting services to the Town and look forward to working with you on this project.

Sincerely,

Stantec Consulting Services, Inc.



Bryant Mountjoy PG
Project Hydrogeologist
Phone: 804 412 6546
Mobile: 336 613 3938
bryant.mountjoy@stantec.com



Jason Early PG
Senior Hydrogeologist
Principal – Water Supply
Phone: 804 412 6547
Mobile: 540 809 5085
jason.early@stantec.com

Reference: Proposal for Groundwater Withdrawal Permit Application Town of Bowling Green, Virginia

By signing this proposal, the Town of Bowling Green authorizes Stantec to proceed with the services herein described and acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

Per: Town of Bowling Green

Print Name & Title

Signature

Date

Attachment: Terms & Conditions
Cost Estimate

STANTEC CONSULTING SERVICES, INC.

Cost Estimate for Groundwater Withdrawal Permit Expansion Application Preparation - Town of Bowling Green

Category	Rate	Unit	Task 1		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Subtotals
			DEQ Pre-Application Meeting		Water Demand Analysis & Justification for the Amount of Withdrawal Requested		Prepare Alternate Source Analysis		Prepare Water Conservation and Management Plan		Finalize Permit Application & Submit to DEQ		Respond to One (1) Round of DEQ Comments		Two (2) Town Visits (If-Needed)		
			Units	Costs	Units	Costs	Units	Costs	Units	Costs	Units	Costs	Units	Costs	Units	Costs	
Principal Consultant	\$225.00	HR	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$450.00	0	\$0.00	0	\$0.00	\$450.00
Sr. Hydrogeologist	\$183.00	HR	4	\$732.00	4	\$732.00	6	\$1,098.00	2	\$366.00	4	\$732.00	2	\$366.00	0	\$0.00	\$4,026.00
Project Hydrogeologist / Engineer	\$142.00	HR	8	\$1,136.00	20	\$2,840.00	12	\$1,704.00	8	\$1,136.00	8	\$1,136.00	6	\$852.00	6	\$852.00	\$9,656.00
Staff Hydrogeologist / Engineer	\$127.00	HR	0	\$0.00	30	\$3,810.00	12	\$1,524.00	16	\$2,032.00	16	\$2,032.00	8	\$1,016.00	6	\$762.00	\$11,176.00
Labor Subtotals			12	\$1,868.00	54	\$7,382.00	30	\$4,326.00	26	\$3,534.00	30	\$4,350.00	16	\$2,234.00	12	\$1,614.00	\$25,308.00
Mileage	\$0.63	Mi	60	\$37.50	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	120	\$75.00	\$112.50
ODC Subtotals:						\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$75.00	\$75.00
Task Subtotals:						\$7,382.00		\$4,326.00		\$3,534.00		\$4,350.00		\$2,234.00		\$1,689.00	
Project Total																\$25,383	

Submitted by: Bryant Mountjoy, PG
Allyson Finchum
2-Feb-23

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.



TOWN OF BOWLING GREEN TOWN COUNCIL MEETING AGENDA ITEM REPORT

AGENDA ITEM: Authorization to Appropriate ARPA Funds and Acceptance of Bids for Emergency Repairs for Sewer and Water System

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Allyson Finchum, Town Manager

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

Within the last month several emergency repairs to water lines have been necessary. Additionally, emergency repairs are needed to the sewer lines expected to cost between \$300,000.00 to \$500,000.00.

A possible alternative to the emergency repair is to continue pump and haul while requesting grant funds and a loan from USDA. Processing time for this request is estimated to be a few months. The cost of pump and haul is approximately \$650.00 per week.

ATTACHMENTS:

REQUESTED ACTION:

Approve request to use ARPA funding for emergency repairs of water and sewer lines up to \$500,000.00 or approve temporary pump and haul operations and request USDA to provide grant and loan proposal to Council for final review and approval.



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

AGENDA ITEM: Establish Schedule of Future Town Council Worksessions

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Allyson Finchum, Town Manager

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

To meet the needs of the Town by allowing sufficient time to review issues, Council members have previously discussed changing the date and time of their current worksession held the first Thursday of each month from 5-7 pm. Members have also suggested holding worksessions on alternative or additional dates each month.

To provide adequate preparation time, staff requests a schedule of dates and times of worksessions.

ATTACHMENTS:

REQUESTED ACTION:

Approve/Deny Request



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

AGENDA ITEM: Request Planning Commission provide Update of Comprehensive Plan to Identify Town Public Utility Water and Sewer Service Area

ITEM TYPE: Action Item

PURPOSE OF ITEM: Decision - By Motion

PRESENTER: Allyson Finchum, Town Manager

PHONE: (804) 633-6212

BACKGROUND / SUMMARY:

The Town's Utility Service Area requires review and update of the Comprehensive Plan due to future water needs and supply.

ATTACHMENTS:

REQUESTED ACTION:

Approve/Deny request that the Planning Commission provide, within one hundred (100) days, a Comprehensive Plan amendment to identify and document a public utility service area for review by Town Council.