

**BOWLING GREEN TOWN COUNCIL MEETING
A G E N D A**

**April 5, 2018
7:00 P.M.**

I. CALL TO ORDER AND QUORUM ESTABLISHED:

II. DELEGATIONS:

III. PUBLIC HEARINGS:

- (1) A. Proposed FY19 Water and Sewer Rates
- (2) B. O-2018-003 - To amend Chapter 1 – General Provision of the Town Code to add a section to collect an electronic summons system fee.

IV. PUBLIC COMMENTS:

V. STAFF REPORTS & PRESENTATIONS:

- (3) A. Public Works and Utilities Report – March 2018
- (4) B. Police Chief's Report – March 2018
- (5) C. Events Coordinator's Report – March 2018
- (6) D. Clerk/ Treasurer's Report – March 2018
- (7) E. Town Manager's Report – March 2018
- (8) F. Town Manager's FY 2018-FY 2019 Budget Presentation

VI. CONSENT AGENDA:

- (9) A. Bills – March 2018
- (10) B. Minutes – March 1, 2018 Town Council Meeting
- (11) C. Personnel Policy Update
- (12) D. Job Descriptions
- (13) E. VML Insurance Renewal Proposal
- (14) F. TSYS Merchant Card Processing

VII. NEW BUSINESS:

- (15) A. Designate Newspaper of Record
- (16) B. Schedule Hearing for FY 2018-FY 2019 Budget & Utility Rates
- (17) C. Schedule Public Hearing for O-2018-004 – An ordinance allowing annual public utility and tax rates to be set annually as part of the Town's budget process and to increase the water reconnection fee.
- (18) D. Schedule Public Hearing for O-2018-005 – An ordinance to repeal and replace the Town's sign ordinance.
- (19) E. R-2018-001 – USDA Resolution of Governing Body

VIII. REPORT OF COUNCIL COMMITTEES/MEMBER COMMENTS:

IX. INFORMATIONAL ITEMS:

- (20) A. Invitation to Local Heroes Awards

X. ADJOURNMENT

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: III A- Public Hearing
Proposed FY19 Water and Sewer Rates

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction
 - Ordinance
 - By Motion
 - Certificate
 - Resolution
 - Grant/MOU
 - Bylaws

PRESENTER: Reese Peck

PRESENTER TITLE: Town Manager

AGENDA ITEM: III A- Public Hearing Proposed FY19 Water and Sewer Rates

BACKGROUND / SUMMARY:

Residential			Commercial		
In-Town			In-Town		
	Water	Sewer		Water	Sewer
Base	\$5	\$17	Base	\$10	\$37
Capital Charge	\$9	\$9	Capital Charge	\$9	\$9
Administrative	\$1	\$1	Administrative	\$1	\$1
0-4,000	\$1.52	\$9.55	0-4,000	\$1.52	\$9.55
4,000-8,000	\$1.83	\$9.85	4,000-8,000	\$1.83	\$9.85
8,000-10,000	\$4.25	\$10.13	8,000-10,000	\$4.25	\$10.13
Over 10,000	\$4.86	\$11.00	Over 10,000	\$4.86	\$11.00
Out-of-Town			Out-of-Town		
	Water	Sewer		Water	Sewer
Base	\$20	\$35	Base	\$20	\$35
Capital Charge	\$9	\$9	Capital Charge	\$9	\$9
Administrative	\$1	\$1	Administrative	\$1	\$1
0-4,000	\$1.52	\$9.55	0-4,000	\$1.52	\$9.55
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8,000-10,000	\$4.25	\$10.13	8,000-10,000	\$4.25	\$10.13
Over 10,000	\$4.86	\$11.00	Over 10,000	\$4.86	\$11.00

ATTACHMENTS:

Public Hearing Advertisement run in Caroline Progress 3/22 & 3/29/18

REQUESTED ACTION:

Approve rates for use in FY 2019 Proposed Budget

FOR MORE INFORMATION, CONTACT:

Phone#: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

- | | | | | |
|--------------------------|--------------------------|---------|--------------------------|--------------------------|
| Y | N | | Y | N |
| <input type="checkbox"/> | <input type="checkbox"/> | Coleman | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Davis | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Gaines | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Hauser | <input type="checkbox"/> | <input type="checkbox"/> |

VOTE: PASS NOT PASSED

- McDearmon
- Wright
- Gibson
- Satterwhite

Town of Bowling Green, Virginia
 Notice of Public Hearing
 Proposed Fiscal Year 2019 Water and Sewer Rates

A public hearing will be held by Town Council on Thursday, April 5, 2018, beginning at 7:00 PM in the Bowling Green Town Hall, 117 Butler Street, Bowling Green, Virginia, to receive comments on the proposed Water and Sewer Rates for Fiscal Year 2019. All interested persons are encouraged to attend the meeting and provide comments. If special accommodations are needed in order to participate, please contact the Town Manager in advance of the meeting.

Proposed Monthly Rates

Residential			Commercial		
In-Town			In-Town		
	Water	Sewer		Water	Sewer
Base	\$5	\$17	Base	\$10	\$37
Capital Charge	\$9	\$9	Capital Charge	\$9	\$9
Administrative	\$1	\$1	Administrative	\$1	\$1
0-4,000	\$1.52	\$9.55	0-4,000	\$1.52	\$9.55
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8,000-10,000	\$4.25	\$10.13	8,000-10,000	\$4.25	\$10.13
Over 10,000	\$4.86	\$11.00	Over 10,000	\$4.86	\$11.00

The proposed FY 2019 rates are available for public inspection weekdays from 9:00 AM until 5:00 PM at the Bowling Green Town Hall, 117 Butler Street, Bowling Green, Virginia, 22427. Questions about the rates may be directed to A. Reese Peck, Town Manager. 804-633-6212

A. Reese Peck
 Town Manager

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: III B - O-2018-003 - To amend Chapter 1 – General Provision of the Town Code to add a section to collect an electronic summons system fee.

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
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PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck

PRESENTER TITLE: Town Manager

AGENDA ITEM: III B - O-2018-003 - To amend Chapter 1 – General Provision of the Town Code to add a section to collect an electronic summons system fee.

BACKGROUND / SUMMARY: Ordinance to allow the Town to collect a \$5 fee for each summons issued by the Bowling Green Police Department as allowed by State code.

ATTACHMENTS:

Public Hearing Advertisement run in Caroline Progress 3/22 & 3/29/18.
Draft Ordinance.

REQUESTED ACTION:

Approve ordinance as proposed

FOR MORE INFORMATION, CONTACT:

Phone #: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

Y	N		Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>

VOTE:

PASS

NOT PASSED

McDearmon
Wright
Gibson
Satterwhite

BOWLING GREEN TOWN COUNCIL PUBLIC HEARING

The Bowling Green Town Council will conduct a public hearing on Thursday, April 5, 2018, at 7:00 PM in Town Hall, 117 Butler Street. The purpose of the hearing will be for the Council to receive public comment on and consider the following matter:

Amend Chapter 1 – General Provision of the Town Code to add a section to collect an electronic summons system fee.

All interested persons may attend the hearings and be heard. Copies of the proposals are available for review in Town Hall during business hours. Any person requiring assistance in order to participate in the hearings is asked to contact the Town Manager in advance so appropriate arrangements can be made.

A. Reese Peck
Town Manager

ORDINANCE NO. O-2018-003
ELECTRONIC SUMMONS SYSTEM FEE

BE IT ORDAINED pursuant to Va. Code § 17.1-279.1 on this 5th day of April, 2018, that the Bowling Green Town Code shall be amended by adding Section 1-113, to read in its entirety as follows:

“Section 1-113. ELECTRONIC SUMMONS SYSTEM

The respective Clerks of the General District Court and the Clerk of the Circuit Court of the Caroline County shall initially assess and collect an additional sum of \$5.00 as part of the costs in each criminal or traffic case in the district or circuit courts located within its boundaries in which the defendant is charged with a violation of any statute or ordinance.

The Bowling Green Town Council shall, on an annual basis, review the fee, and if sufficient funds are available to maintain the system, the fee shall be adjusted to an amount that provides an amount to cover maintenance and replacement cost. The assessment shall be collected by the Clerk of each of the respective courts, which shall be remitted to the Town Treasurer. The Treasurer shall maintain a separate internal record, and funds shall be held by such Treasurer subject to disbursements by the governing body to purchase and maintain an electronic summons system.

All funds received by the Town as a result of this section may be appropriated by the governing body for disbursements for an electronic summons system located within the Town of Bowling Green solely to fund software, hardware, associated equipment costs for the development, maintenance, and installation of an electronics summons system. The funds shall be held by the Treasurer until such funds are adequate as determined by the Town Manager to fully implement the electronic summons system.”

Adopted this ___ day of _____, 2018 by a recorded vote as follows:

§ 17.1-279.1. Additional assessment for electronic summons system.

Any county, city, or town, through its governing body, may assess an additional sum not in excess of \$5 as part of the costs in each criminal or traffic case in the district or circuit courts located where such cases are brought in which the defendant is charged with a violation of any statute or ordinance, which violation in the case of towns arose within the town. The imposition of such assessment shall be by ordinance of the governing body, which may provide for different sums in circuit courts and district courts. The assessment shall be collected by the clerk of the court in which the action is filed, remitted to the treasurer of the appropriate county, city, or town, and held by such treasurer subject to disbursements by the governing body to a local law-enforcement agency solely to fund software, hardware, and associated equipment costs for the implementation and maintenance of an electronic summons system. The imposition of a town assessment shall replace any county fee that would otherwise apply.

DRAFT



**Town of Bowling Green – Public Works
and Utilities Council Monthly
Report/Project Update
For March 2018**

Prepared By: Billy Deavers

Date: March 29, 2018

Additional and/or Support Materials Attached: Yes

No

Ongoing:

Wastewater Operations:

- White Oak Electric working on Control Panel and communication errors on UV Lights
Some parts still on order.
- Continuing to work on sludge drying beds to keep solids inventory
Low

Water Operations:

- Working on Lead and Copper Materials Survey for VDH
- Chlorine Pumps being Repaired at Well #1

Public Works:

- Shawn and Frank have attended classes, and will soon test to obtain Pesticide
Applicator License

Completed:

Wastewater Operations:

- Pumps at Heritage Pines Lift Station have been pulled and de-ragged, Wetwell
Was pumped prior, to remove large amounts of rags and build up
- New Alternator switch was installed on Bowling Green Meadows Lift Station
- Had Sand Filter #3 Reject line jetted and filter back online
- Billy and Alicia attended DEQ's Permit Reporting Class

Water Operations:

- All Hydrants have been flushed
- Meters were read March 5th and 6th

Heads up:

- Propane Service has been switched from Amerigas to E.M.Gray and Son.
Tanks switched out at Town Hall and The WWTP

Public Works 2nd Quarter Priorities

- **Fire Hydrant Replacements – Harding Drive (2) \$3,000 Getting bids on the remaining (6).**
- **Meter Replacements – (5) Commercial Meter first.**
- **Lee Street Meter Box – Getting Estimate.**
- **Well House Door Replacements – (6) Getting Estimates.**
- **Main Street Sidewalks – Two tree were removed in the fall; matching concrete need to be poured to finish the job.\$500**
- **Lift Stations – Electrical work at Lacey Lane and Oak Ridge. \$15,000***



**Town of Bowling Green – Police Department
Council Monthly Report/Project Update
For March 2018**

Prepared By: Chief David Lipscomb

Date: March 30, 2018

Additional and/or Support Materials Attached: Yes

No

Activity Report:

Total Calls for service: 24

BGPD 18 total calls for service. One of which required an incident-based report. One mental subject turned

Officer Honeycutt:

6 none reportable calls for service

1 reportable call for service. (Vandalism)

1 attempted suicide transport

7 summonses issued

Chief Lipscomb:

17 calls for service (none reportable)

70 Summonses issued (Speeding, Expired Inspections, Defective Equipment, Seat Belt)

12 Verbal warnings given, 7 Fire Lane Warnings

2 Driving Suspended

2 Alarm call

2 FMCSA commercial vehicle inspection was conducted with the vehicle being placed out of service for critical safety violations. One of which had to be towed due to lack of brake application.

Assisted Virginia State Police with a motor vehicle crash at the intersection of Rt. 301 and Broadus Ave. Crash involved two vehicles with injuries requiring medical transport.

Attended weekly staff meetings.

Attended two-day in-service for commercial motor vehicle inspectors. Training was located in Chesterfield and was conducted by the Virginia State Police. All inspectors are required to attend this in-service once a year to remain certified

Conducted traffic enforcement throughout the Town.

Conducted extra patrols of Town resident's homes who advised they were on vacation.

Attended four-day training in Henrico. This training was specific to new chiefs / deputy chiefs. This training was conducted by the VACP. Focus areas included political environments, budget development & management, freedom of information, law and order, fair labor act, Americans with disabilities act, Family medical leave act, things to do first for new police chiefs, ethics & personnel actions, building organizational safety, media relations, and legislative updates.

Purchased new summons booklets for traffic enforcement. The last time these documents were ordered was in 2014. These booklets were purchased through a new vendor as a cost saving measure.

Met with CCSO personnel in reference to their armored personnel carrier and the toxic exhaust that has be emitted into the Town Police building when they start it up.

Started a log and sign-up sheet used for logging Town Hall events that include alcohol.

Continued process of refurbishing the Town's parking violation documents.

Advised a citizen in reference to his trailer being parked on Main St. The trailer was removed and the citizen was educated on the Town's ordnance requiring vehicles left more than 24 hours to be removed. No enforcement action was required.

Met with several candidates wishing to become auxiliary officers. Started the background process for one candidate.

Obtained several quotes for purchase of records management system. (See attached)

Washed and vacuumed patrol SUV three times per week.

Met with personnel in preparation of National Night Out in August.

Conducted more research in relation to 599 funding and specific requirements related to securing this funding.

Researched available grants available for federal, state, and corporate sources.

Began planning process for National Night Out.

Checked Virginia State Police sex offender registry for new entries. None located.

Surplus of Items no longer being utilized:

Nothing to report.

Pending Actions:

Secure funding for the purchase of police equipment to be utilized by auxiliary officers as we incorporate this program into existence.

Secure funding to revamp our parking summons. (Currently none exist)

Police building renovations still in progress.

Decisions Needed:

Ordinance for the acceptance of \$5 fee associated with summons fee for electronic software used for electronic summons equipment. State code allows this fee which is currently being charged on all summons issued by BGPD. This is money set aside by the state and not a cost issue to the Town. Currently these monies are going to the county. Forwarded county ordinance to Town Manager for review.

Decision needed on full time police chief position. See attached Virginia Code 9.1-165 (Definition of police department) This definition pertains to 599 funding which the town presently receives in the amount of \$26,000 a year.

Heads Up Items:

Working with Town Manager towards solution to a records management system. (RMS)

The employees of Bowling Green, Virginia are committed to providing the highest quality service to the community as directed by the Town Council within the constraints of the town's resources and will do so without regard to personal gain or privilege.

§ 9.1-165. Definitions.

"Police department" means that organization established by ordinance by a local governing body that is responsible for the prevention and detection of crime, the apprehension of criminals, the safeguard of life and property, the preservation of peace and the enforcement of state and local laws, regulations, and ordinances. Such department shall have a chief of police, which in the case of counties may be the sheriff, and such officers, privates, and other personnel as may be provided for in the ordinance, **one sworn member of which shall be a full-time employee**. All law-enforcement officers serving as members of such police department, whether full-time or part-time, and whether permanently or temporarily employed, shall meet the minimum training standards established pursuant to §§ 9.1-102 and 9.1-114, unless such personnel are exempt from the minimum training standards as provided in §§ 9.1-113 and 9.1-116. Any police department established subsequent to July 1, 1981, shall also have, at a minimum, one officer on duty at all times for the purposes set forth above.



Town of Bowling Green – Events Coordinator (Contractor)
Monthly Report/Project Update
For March 2018

Prepared By: Jo-Elsa Jordan

Date: 3/30/18

Additional and/or Support Materials Attached: Yes X No

Monthly Activities:

Facebook posts/promotion

Attend EDA meeting on 3/20/18

Provide minutes for EDA review/approval

Complete written narrative as required to apply for Opportunity Zones.

Coordinate with The Bavarian Chef for participation at the Bowling on the Green Virginia Wine Festival.

Collect vector images of winery logos to be included on the Bowling on the Green Virginia Wine Festival graphic.

Coordinate with Director of Sales for Three Notch'd Brewing Company to provide beer for the Wine Festival.

Secure ABC License for Bowling on the Green Virginia Wine Festival.

Finalize marketing graphic for 2018 Bowling on the Green Virginia Wine Festival. *Attached
Research real estate brokers, agents and investors with a presence in Caroline County for a target marketing campaign for the Wine Festival; Develop spreadsheet.

Site visit to Paisley & Jade to finalize rental contract for the Wine Festival.

Remit payment to Paisley & Jade.

Correspondence with Memorable Moments for rental items needed at the Wine Festival.

Coordinate with the Williamsburg Lawn Bowling Club for participation at the Wine Festival.

Create winery contract and distribute to participating wineries. *Attached

Develop marketing graphic for Clean Sweep (June 2, 2018)

Update Town website (Event Calendar) with information on an exhibit at the Sidney E. King Arts Center.

Coordinate with Local Services for port-o-john rented for Farmers Market vendors.

Farmers' Market Facebook posts

Weekly staff meetings on Monday's (1:00 p.m.)

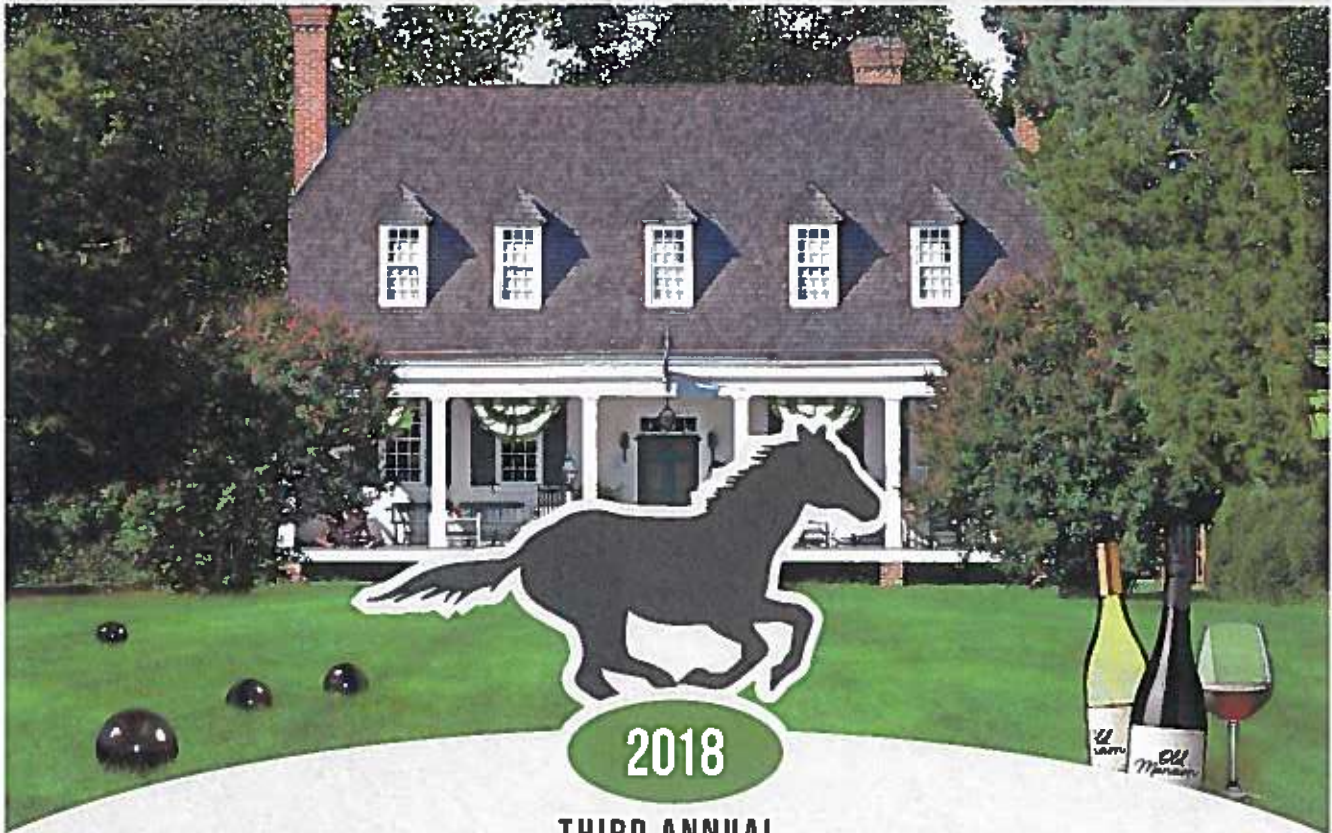
Town Council meeting on 3/1/18

Staff report

Heads Up Items:

To prepare a press release announcing licensing of the Town's Public Works & Utilities Department.

★ ★ ★ CELEBRATE BOWLING GREEN'S THOROUGHBRED HERITAGE ★ ★ ★



2018

THIRD ANNUAL

BOWLING *on the* GREEN

VIRGINIA WINE FESTIVAL

LIVE MUSIC • WINE • FOOD • CHILDREN'S ACTIVITIES • CRAFT BEER

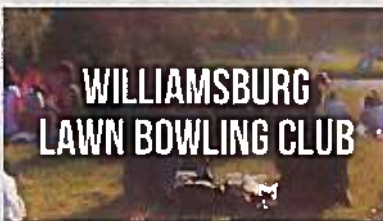
06.09.18

1:00 PM – 6:00 PM

ADVANCE TICKETS: \$20, \$25 AT THE GATE

IN SUPPORT OF CAROLINE COUNTY PUBLIC SCHOOLS EDUCATION FOUNDATION.
MUST BE 21 TO DRINK - I.D. REQUIRED.

200 S. MAIN STREET, BOWLING GREEN, VA 22427 • WWW.BOWLINGONTHEGREEN.COM



WILLIAMSBURG
LAWN BOWLING CLUB



THE
BAVARIAN CHEF



FREDERICKSBURG
BIG BAND

FEATURED
WINERIES:



CARET
CELLARS



MATTOPONI
WINERY



FEATURED
BREWERY:



Green, VA

Friends

with an Ongoing

Book will automatically
add your business to the
directory for the best
results. Reach up to 638
people a day in your local
community for \$2.

Started

nearby

location and reach
customers in your area

people Nearby

website

people you care about to
website



2018
THIRD ANNUAL
BOWLING on the GREEN
VIRGINIA WINE FESTIVAL

LIVE MUSIC • WINE • FOOD • CHILDREN'S ACTIVITIES • CRAFT BEER

06.09.18

1:00 PM – 6:00 PM
ADVANCE TICKETS: \$20, \$25 AT THE GATE
IN SUPPORT OF CAROLINE COUNTY PUBLIC SCHOOLS EDUCATION FOUNDATION
MUST BE 21 TO DRINK - I.D. REQUIRED

200 S. MAIN STREET, BOWLING GREEN, VA 22427 • WWW.BOWLINGONTHEGREEN.COM



3,726 people reached

Boost Post

Like

Comment

Share

Danique Masingill, Brittany Tignor and 50 others

Chronological



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

The *Bowling on the Green Virginia Wine Festival* hosted by the Town of Bowling Green invites

_____ (referred to in the contract as "Your winery") to participate in our event
Saturday, June 9, 2018, at The Old Mansion, located at 200 South Main Street, Bowling Green, VA 22427.

The purpose of this agreement is to secure our common understanding regarding the mutual responsibility between us and to be in compliance with all VA-ABC regulations.

The Town of Bowling Green agrees to hold the event and provide a space for your winery. The Town of Bowling Green holds a VA-ABC Banquet License for this event. Your Winery is responsible for obtaining a remote license from VA-ABC and to comply with all regulations enforced by VA-ABC.

Your Winery agrees to attend and provide an educational experience to the public with tastings, provide sales by the glass, bottle, or case. Under our personal VA-ABC license and your remote license, we mutually have the privilege to open wine bottles for on-site consumption.

The Town of Bowling Green must take a deposit of \$100.00 as a registration fee with the understanding that Your Winery will be reimbursed the \$100.00 fee based on the reasonable amount of wine poured at this event. If, however Your Winery fails to appear, it shall be non-refundable.

Please sign and mail this agreement with a check in the amount of \$100.00, payable to the Town of Bowling Green to:

The Town of Bowling Green
ATTN: Town Clerk
P.O. Box 468
Bowling Green, VA 22427

Winery Name: _____

Contact Person: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____

Email: _____

Town of Bowling Green
Jo-Elsa Jordan, Events Coordinator





**Town of Bowling Green – Clerk/Treasurer’s
Council Monthly Report/Project Update
For March 2018**

Prepared By: Melissa Lewis

Date: 4/3/2018

Additional and/or Support Materials Attached: Yes No

Utility Billing:

- Prepared utility bills from handheld meter readings, reviewed for accuracy, sent file to printing company for mailing.
- Set up accounts for 12 new customers.
- Researched customer accounts based on customer-initiated inquiries to determine possible leaks, billing errors, etc.
- Issued work orders for replacement of meters for customers with chronic usage issues.
- Made adjusting entries when necessary based on research of customer accounts.
- Entered 64 work orders into Mobile 311 for Public Works and Utilities.
- Worked with customers to understand the proposed new rate structure.

Payroll/Human Resources:

- Received and reviewed employee’s time cards for accuracy.
- Prepared 3 bi-weekly payrolls to include: initiating of bank file for Direct Deposit payments, independent tracking of leave, preparation and distribution of direct deposit and leave statements to staff.
- Reported and paid State and Federal Withholding, Social Security, and Medicare following each payroll.
- Prepared, reconciled, and submitted payment to ICMA-RC for VRS Hybrid Retirement Employees following each payroll.
- Prepared, reconciled, and submitted a monthly report and payment to Virginia Retirement System.
- Researched and provide information to Town Manager on VRS Hybrid Disability Insurance program.
- Attended training on VACORP Disability Insurance.
- Held meeting with employees affected by new Disability Insurance and conversion of Sick and Annual leave to Paid Time Off Leave.
- Met with Public Works and Utilities Superintendent and staff member regarding a personnel issue.
- Reviewed Personnel Manual for discrepancies and reported findings to Town Manager.

Treasurer/Financial:

- Processed Real Estate and Personal Property Tax abatements issued by Caroline County and issued refund checks as necessary.
- Worked extensively with CPA to provide documentation for monthly bank reconciliations for July 1, 2017 to December 31, 2017.
- Responded to USDA’s request for financial statements to proceed with grant for Public Works and Utilities trucks.
- Prepared and provided numerous FY17 general ledger, accounts payable, cash receipts, payroll, asset, and tax reports to CPA that is preparing Financial Statements for audit.
- Researched and answered questions for CPA in his preparation of the Financial report.

- Scheduled Annual Audit
- Reviewed and posted Accounts Payable transactions prepared by the Accounts Clerk.
- Reviewed and posted Accounts Receivable transactions prepared by the Accounts Clerk.
- Reviewed and reconciled bank deposits prepared by the Accounts Clerk.
- Entered and reconciled tax and utility payment made online.
- Research and provided information to Town Manager for FY19 Budget Preparation.

Town Clerk:

- Responded to more than 800 public in-person, telephone, and email inquiries regarding taxes, utilities, zoning, and other miscellaneous inquiries and complaints.
- Assisted Town Manager, Police Chief, and Public Works and Utilities staff in researching information pertaining to Town Code, policy, accounts payable transactions, and customer usage.
- Maintained a list of Agenda items for Town Council, Planning Commission, and EDA
- Prepared Packets for monthly Town Council, Planning Commission, and EDA
- Prepared Meeting Minutes for Town Council Meeting.
- Responded to VML questionnaire and provided additional information needed to obtain an accurate quote for insurance coverage.
- Updated the Town's website with current news items, meeting agendas and items, business license applications, Commission members.
- Prepared and distributed letters to newly appointed and re-appointed EDA members informing of their need to be sworn in by the Clerk of the Circuit Court.
- Prepared and delivered correspondence to the Clerk of the Circuit Court on EDA appointments.
- Filed an insurance claim with VML in regards to damage to a resident's vehicle due to a fallen street sign.
- Corresponded with VML about a previously denied claim in efforts to have the claim reopened.
- Organized kitchen store room to prepare it for use as our immediate storage area. Zoning records will be kept in the area for ease of access, allowing the stage storage area to remain for long term storage.

Meeting attended:

- March Town Council Meeting
- 4 weekly staff meetings
- VACORP Disability Insurance Training
- Met with Caroline Commissioner of Revenue and Staff to discuss Supplement billing of taxes

Attachments:

- Town Hall Rental Report

Heads Up Items:

The night of the meeting an Expense Summary report will be placed on the table. The report is to inform Council of our current Budget status and will be produced monthly the day of the Council Meeting to give the most up to date figures.

TOWN HALL RENTALS

March, 2018

<u>#USES</u>	<u>NAME OF USER</u>	<u>ACTIVITY</u>	<u>FEES</u>
19	Activities Program	Yoga/Pitaiyo	250.00
1	Jackson, Michelle	Baby Shower	175.00
1	Escobar, Tammy	Baby Shower	175.00
1	US DEPT Census	Testing	N/C
1	Town Council Meeting	Meeting	N/C
3	Budget & Personnel Committee	Meeting	N/C
1	Ordinances & Policies	Meeting	N/C
1	Planning Commission	Meeting	N/C
1	EDA	Meeting	N/C

29

Total

\$600.00



**Town of Bowling Green – Town Manager Town
Council Monthly Report/Project Update
For March 2018**

Prepared By: A. Reese Peck

Date: 3/30/18

Additional and/or Support Materials Attached: Yes x

No

Meetings Attended:

Town Council: February 1st regular meeting.

Town Council Committees: Ordinance and Policy Committee, Facilities, and Budget & Personnel (twice).

Commission and Authority Meetings: Planning Commission and EDA meetings.

Other Meetings: Briefed Jean Davis and Mary Coleman on April's Council packet issues. Weekly staff meetings.

Main Street & Commercial Corridor Revitalization:

Submitted DHCD survey to qualify for Opportunity Zone designation.

Planning/Zoning/Siting Issues:

Sign Ordinance public hearing.
Handled two trash complaints.

Other:

Pending Actions:

Sign and Homestay ordinance.

Decisions Needed:

Designation of official newspaper, set dates of budget work session(s) and public hearing, authorization to advertise Public Hearings on Budget and Rates for FY 2019 & amendment to the underlining ordinances.

Heads Up Items:

An SUP application for a Minor Event venue at Magnolia Morning Suites.
Nominations for VLM Committee Assignments are due April 18th (see attached materials).

The employees of Bowling Green, Virginia are committed to providing the highest quality service to the community as directed by the Town Council within the constraints of the town's resources and will do so without regard to personal gain or privilege.



OFFICERS

PRESIDENT

PATRICIA P. WOODBURY

NEWPORT NEWS COUNCIL MEMBER

PRESIDENT-ELECT

ANITA JAMES PRICE

ROANOKE VICE MAYOR

VICE PRESIDENT

THOMAS R. SMIGIEL, JR.

NORFOLK COUNCIL MEMBER

PAST PRESIDENT

ROBERT K. COINER

GORDONSVILLE MAYOR

EXECUTIVE DIRECTOR

MICHELLE GOWDY

MAGAZINE

VIRGINIA TOWN & CITY

March 14, 2018

To: VML Full-Member Key Officials; Council and Board Clerks

From: Michelle Gowdy, Executive Director

Subject: 2018 VML Policy Committee Nominations

The Virginia Municipal League welcomes your nominations for the 2018 policy committees. Accompanying this memo is a description of the committee process and a nominations form.

Please return your locality's nominations form by April 18. If your community has a May election, you may submit a revised form after your elections.

Please observe the following guidelines with your nominations:

- Only governing body members and appointed officials (i.e., employees of the local government) are eligible to serve.
- You may nominate two people to a committee; if two are nominated, at least one should be a governing body member.
- Individuals may serve on only one committee a year.

Please return your nominations form by April 18.

Policy committees traditionally meet in late July in the Richmond area; committee meeting dates and times will be forwarded to you once they are confirmed.

Please call or email Janet Areson at VML (804-523-8522; jareson@vml.org) if you have any questions about the appointment process.

Attachments

P.O. Box 12164

RICHMOND, VIRGINIA 23241

13 EAST FRANKLIN STREET

RICHMOND, VIRGINIA 23219

804/649-8471

www.vml.org

VML's Legislative and Policy Committee Process

Each year the Virginia Municipal League develops two separate documents -- a legislative program and a compilation of policy statements -- through a process that involves the Legislative Committee and six separate policy committees. The Legislative Committee is responsible for developing the legislative program, but it may also rely on input from the policy committees to do so. The policy committees develop broad policy statements, in addition to submitting specific legislative recommendations for consideration by the Legislative Committee.

Legislative Committee

What is the role of the Legislative Committee?

The Legislative Committee is responsible for considering and developing positions on existing or proposed state and federal legislation or regulations, and urging the enactment or amendment of, or opposition to, such legislation or regulations.

How is the Legislative Committee appointed?

VML's Constitution spells out the composition of the Legislative Committee. The committee consists of 24 individuals holding local elective or appointed positions, all appointed by VML's President. Of the 24 members, 12 must be representatives of cities and urban counties with populations in excess of 35,000, six must be representatives of cities and urban counties with populations of 35,000 or less, and six must represent towns.

What is included in VML's Legislative Program?

The legislative program adopted by the Legislative Committee reflects specific legislative objectives that VML hopes to achieve during the upcoming legislative session. It is subject to the approval of VML's membership at the annual conference.

What is the relationship between the legislative committee and VML's policy committees?

The Legislative Committee meets prior to the policy committees to identify issues that it would like the committees to consider for potential inclusion in the league's legislative program. It meets again after the policy committees have met to consider their recommendations.

Policy Committees

What is the role of the policy committees?

Policy committees receive briefings on select statewide issues, consider possible changes to the policy statement, and develop legislative recommendations for the Legislative Committee to consider.

How are policy committees appointed?

Policy committee membership consists of elected and appointed officials of full-member local governments. Nomination information is sent in the spring to each locality, and each local government determines which of its officials will be nominated for each of the six policy committees. Each local government may nominate up to two people per policy committee, at least one of whom must be an elected official.

What are the benefits of serving on a policy committee?

VML policy committees offer members an opportunity to learn about current and emerging statewide issues that affect local governments, to develop through policy statements the broad philosophical framework that guides the league, and to network with local officials with similar policy interests.

How many policy committees are there?

There are six policy committees: community and economic development, environmental quality, finance, general laws, human development and education, and transportation.

What issues does each policy committee cover?

- **Community & Economic Development:** Authority, administration, and funding of local governments to manage a full range of community and economic development issues, including business development and retention, international competitiveness, infrastructure development and investment, planning, land use and zoning, blight, enterprise zones, housing, workforce development and historic preservation.
- **Environmental Quality:** Natural resources and the authority of local governments to manage the environment, including water resources and quality, solid and hazardous waste management, air quality and the Chesapeake Bay.
- **Finance:** Powers, organization and administration of local government financing, including taxing authority, debt financing, state aid to local governments and federal policies affecting local finance issues.
- **General Laws:** Powers, duties, responsibilities, organization and administration of local governments, including state-local and inter-local relations, conflicts-of-interest, freedom-of-information, information management and personnel, telecommunications, utilities and law enforcement, jails and courts issues.
- **Human Development and Education:** Management and funding of social services, prek-12 education, health, behavioral health, juvenile justice, recreation, rehabilitation and aging.
- **Transportation:** Development, maintenance, and funding of a comprehensive land, sea and air transportation system for the Commonwealth, and federal, state and local roles in the provision and regulation of transportation.

What is a policy statement?

Each policy committee develops a policy statement that covers issues in its respective area. The policy statement expresses the agreement of VML's membership on matters of interest to local governments. The statement generally addresses broad, long-term, philosophical positions. The VML membership approves the policy statements at its annual meeting.

How do policy statements differ from VML's legislative program?

Policy statements are general in nature. They reflect local governments' positions on a range of issues. The Legislative Program is more specific and immediate. It is limited to legislative positions that VML expects to lobby on during the upcoming legislative session.

VML 2018 Policy Committee Nominations

Please return this form by **April 18** to Joni Terry at VML, P.O. Box 12164, Richmond, VA 23241; Fax 804/343-3758; email: jterry@vml.org

Community & Economic Development

Name & Title: _____

Name & Title: _____

Environmental Quality

Name & Title: _____

Name & Title: _____

Finance

Name & Title: _____

Name & Title: _____

General Laws

Name & Title: _____

Name & Title: _____

Human Development & Education

Name & Title: _____

Name & Title: _____

Transportation

Name & Title: _____

Name & Title: _____

Signed: _____ Locality: _____
(Mayor/Chair, or Manager/Administrator)

A. Reese Peck

From: Town BG <markgaines@townofbowlinggreen.com>
Sent: Thursday, March 15, 2018 1:57 PM
To: A. Reese Peck
Subject: Re: VML Policy Committee Nominations Now Open!

- Community & Economic Development

Mark Gaines

On Mar 15, 2018, at 10:12 AM, A. Reese Peck <townmanager@townofbowlinggreen.com> wrote:

Community & Economic Development

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: V-F Town Manager's
FY 2018- FY 2019 Budget
Presentation

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/ MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck

PRESENTER TITLE: Town Manager

AGENDA ITEM: V-F Town Manager's FY 2018- FY 2019 Budget Presentation

BACKGROUND / SUMMARY: The proposed Budget and Tax and Utility Rates have been developed in conjunction with the Budget and Personnel Committee. PowerPoint presentation will be handed out at the April 5th Council Meeting.

ATTACHMENTS: Balance Sheet and Budget Summary

REQUESTED ACTION: Set Council Work Session for April 19th at 7:00pm at Town Hall.

FOR MORE INFORMATION, CONTACT:

Phone#: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

Y	N		Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>

VOTE: PASS NOT PASSED

McDearmon
Wright
Gibson
Satterwhite

Town of Bowling Green, Virginia
BALANCE SHEET - GOVERNMENTAL FUNDS
As of June 30, 2017

Exhibit III

Assets	
Pooled cash and investments	\$ 923,340
Receivables, net	<u>290,776</u>
Total Assets	<u><u>\$ 1,214,116</u></u>
 Total Liabilities and Fund Balance	
Liabilities	
Accounts payable and accrued expenses	\$ 61,340
Deferred revenue	<u>231,386</u>
Total Liabilities	<u>292,726</u>
 Fund Balance	
Restricted	131,627
Unassigned	<u>789,763</u>
Total Fund Balance	<u>921,390</u>
Total Liabilities and fund balance	<u><u>\$ 1,214,116</u></u>
 <i>Adjustments for Statement of Net Position:</i>	
Total fund balance above	\$ 921,390
Capital Assets used in governmental activities are not financial resources, and, therefore, are not reported in the funds.	336,949
Long-term liabilities, including leases payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(227,149)
Deferred Inflows and Outflows of Resources related to the pension plan are not reported in the governmental funds	(16,809)
Deferred revenue in governmental funds is susceptible to full accrual on the entity-wide statements.	<u>231,386</u>
Net position of governmental activities	<u><u>\$ 1,245,767</u></u>

The accompanying notes are an integral part of these financial statements.

FY 2019 BUDGET SUMMARY

	CURRENT FISCAL YEAR 2018	PROPOSED FISCAL YEAR 2019	INC./DEC.
REVENUE ESTIMATES			
FUND #100 General Funds			
Real Estate	\$139,000	\$141,500	\$2,500
Route 301 Special Tax	\$20,300	\$0	(\$20,300)
Public Service	\$4,500	\$4,500	\$0
Personal Property	\$39,000	\$36,500	(\$2,500)
Penalty & Interest	\$2,550	\$4,000	\$1,450
Revenue From Use Of Money	\$1,000	\$1,000	\$0
Refuse Collection	\$85,000	\$85,000	\$0
Farmers Market	\$500	\$0	(\$500)
Sales Tax	\$27,000	\$30,000	\$3,000
Consumer Utility Tax	\$30,000	\$30,000	\$0
Business License	\$75,000	\$75,000	\$0
Vehicle License & Registration Fees	\$17,000	\$20,650	\$3,650
Bank Stock Tax	\$144,000	\$150,000	\$6,000
Transient Occupancy Tax	\$4,500	\$4,500	\$0
Meals Tax	\$210,000	\$210,000	\$0
Permits, Fees And Licenses	\$2,200	\$1,700	(\$500)
Fines and Forfeitures	\$4,400	\$30,400	\$26,000
Rentals	\$36,050	\$31,100	(\$4,950)
Other Miscellaneous Revenue	\$0	\$500	\$500
VA Police Funding	\$23,000	\$23,000	\$0
PPTRA State Reimbursement	\$22,000	\$22,000	\$0
Communications Tax	\$43,000	\$43,000	\$0
Special Activities Fees	\$10,000	\$0	(\$10,000)
Grants	\$25,000	\$1,000	(\$24,000)
VA Fire Program	\$11,000	\$11,000	\$0
Use of Fund Balance	\$60,185	\$59,927	(\$258)
Total General Funds	\$1,036,185	\$1,016,277	(\$19,650)
Other Funds (Net of Transfers)			
FUND #300 CIP	\$6,316,000	\$0	(\$6,316,000)
FUND #320 Economic Development Authority (Fund Balance)	\$0	\$25,000	\$25,000
FUND #400 Events and Activities	\$23,500	\$39,000	\$15,500
FUND #420 Debt Service	\$0	\$34,350	\$34,350
FUND #500 Water	\$300,226	\$293,390	(\$6,836)
FUND #510 Water Capital Reserve	\$0	\$104,556	\$104,556
FUND #520 Sewer	\$398,586	\$382,250	(\$16,336)
FUND #530 Sewer Capital Reserve	\$0	\$69,840	\$69,840
Total Other Funds	\$7,038,312	\$948,386	(\$6,089,926)
TOTAL REVENUE ESTIMATES	\$8,074,497	\$1,964,663	(\$6,109,834)

FY 2019 BUDGET SUMMARY

	CURRENT FISCAL YEAR 2018	PROPOSED FISCAL YEAR 2019	INC./DEC.
EXPENDITURE ESTIMATES			
FUND #100 General Funds			
Council And Manager	\$199,804	\$199,413	(\$391)
Clerk/Treasurer	\$174,588	\$206,790	\$32,202
Outside Agency/ Community Donations	\$3,367	\$0	(\$3,367)
Police Department	\$78,700	\$101,440	\$22,740
Donations	\$0	\$13,000	\$13,000
Donations - State Funds	\$11,000	\$0	(\$11,000)
Bowling Green/VFD Donation	\$1,000	\$0	(\$1,000)
Bowling Green/VRS Donation	\$1,000	\$0	(\$1,000)
Streets/Sidewalks	\$31,500	\$0	(\$31,500)
Refuse Collection	\$89,500	\$0	(\$89,500)
Public Works	\$130,820	\$314,275	\$183,455
Town Hall Expenses	\$33,000	\$0	(\$33,000)
Activity Program	\$7,500	\$0	(\$7,500)
Economic Development & Tourism	\$20,000	\$0	(\$20,000)
Economic Development	\$5,000	\$0	(\$5,000)
Total Direct Expenditures	\$786,779	\$834,918	\$48,139
GENERAL FUND TRANSFERS			
FUND #300 Capital Reserve Fund	\$262,000	\$10,000	(\$252,000)
FUND #400 Events and Activities	\$0	\$52,450	\$52,450
FUND #420 Debt Service	\$78,075	\$75,700	(\$2,375)
FUND #500 Water	\$45,000	\$0	(\$45,000)
FUND #520 Sewer	\$98,614	\$0	(\$98,614)
Total Transfers	\$483,689	\$138,150	(\$345,539)
OTHER FUND EXPENDITURES			
FUND #300 Capital Reserve Fund	\$6,490,000	\$10,000	(\$6,480,000)
FUND #320 Economic Development Authority	\$0	\$25,000	\$25,000
FUND #400 Events and Activities	\$23,500	\$91,450	\$67,950
FUND #420 Debt Service	\$78,075	\$216,000	\$137,925
FUND #500 Water Operations	\$250,443	\$293,390	\$42,947
FUND #510 Water Capital Reserve Fund	\$0	\$104,556	\$104,556
FUND #520 Sewer Operations	\$445,700	\$382,250	(\$63,450)
FUND#530 Wastewater Treatment Capital Reserve Fund	\$0	\$51,840	\$51,840
Total Other Funds	\$7,287,718	\$1,174,486	(\$6,113,232)
TOTAL EXPENDITURE ESTIMATES (Net of Transfers)	\$8,074,497	\$2,009,404	-\$6,065,093
SUMMARY			
TOTAL TOWN BUDGET REVENUES (Net of Transfers)	\$8,074,497	\$1,964,663	
TOTAL TOWN BUDGET NET EXPENDITURES	\$8,074,497	\$2,009,404	
Beginning General Fund Unassigned Fund Balance - July 1, 2017	\$789,763		
Ending General Fund Unassigned Fund Balance - June 30, 2018	\$509,763		
Beginning General Fund Unassigned Fund Balance - July 1, 2018		\$569,763	
Use of Fund Balance		\$59,927	
Ending General Fund Unassigned Fund Balance - June 30, 2019		\$509,836	

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VI. Consent Agenda
A. Bills

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Melissa Lewis

PRESENTER TITLE: Clerk/Treasurer

AGENDA ITEM: Bills from March 2018

BACKGROUND / SUMMARY: Invoices for work done/items purchased in February 2018. Requesting approval of invoices so check may be disbursed.

ATTACHMENTS:

Check Reports:

- 3/8/18
- 3/16/18
- 3/23/18
- 3/28/18
- 4/5/18 (will be ready day of meeting)

REQUESTED ACTION:

Approve the Invoices

FOR MORE INFORMATION, CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE: PASSED NOT PASSED

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23301	999999	ALL VIDEO LLC	000	3/06/2018	100.00	.00
23302	999999	CALENDER JAN L &	000	3/06/2018	295.23	.00
23303	999999	COURTHOUSE LANE II	000	3/06/2018	5.40	.00
23304	999999	HOMETOWN REALTY	000	3/06/2018	116.85	.00
23305	999999	IRVING JERRY	000	3/06/2018	17.81	.00
23306	999999	MACDOC PROPERTY MANAGEMEN	000	3/06/2018	200.00	.00
23307	999999	MCI COMMUNICATIONS SERVIC	000	3/06/2018	19.03	.00
23308	999999	MCI METRO ACCESS TRANS SE	000	3/06/2018	11.97	.00
23309	999999	MCMAHON JR MICHAEL EDWARD	000	3/06/2018	197.88	.00
23310	999999	MOORE ANGELA L	000	3/06/2018	.80	.00
23311	999999	MORRIS JIM	000	3/06/2018	100.00	.00
23312	999999	ORRITZ TINA	000	3/06/2018	3.61	.00
23313	999999	REDBOX AUTOMATED RETAIL L	000	3/06/2018	33.59	.00
23314	999999	SANDERS DOUGLAS R & ANGEL	000	3/06/2018	1,512.00	.00
23315	999999	SANDERS DOUGLAS RAY	000	3/06/2018	642.20	.00
23316	999999	SHORE EXPLORATION	000	3/06/2018	89.72	.00
23317	999999	TELEPORT COMMUNICATIONS A	000	3/06/2018	6.26	.00
23318	999999	VERIZON SOUTH INC	000	3/06/2018	6,631.31	.00
23319	999999	WRIGHT RUTH C LIFE ESTATE	000	3/06/2018	90.57	.00
23319	999999	WRIGHT RUTH C LIFE ESTATE	CLASS TOTAL		10,074.23	.00
			ACH TOTAL		.00	
			CHECK TOTAL		10,074.23	
			FINAL TOTAL		10,074.23	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 10,074.23- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____

TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH AMT	REFUNDS G/L	ACCOUNT DESC.	BATCH INV. DESCRIPTION
00000	9999999	ALL VIDEO LLC	UT0020029590001	3/06/2018	N	100-000200-3500-	100.00	23301	TOTAL	REFUNDS PAYABLE	100.00	00008 UTILITY REFUND
			DISC. TOTAL				.00					
00000	9999999	CALENDER JAN L &	REL1700000720001	3/06/2018	N	100-000200-3500-	295.23	23302	TOTAL	REFUNDS PAYABLE	295.23	00008 TAX REFUND
			DISC. TOTAL				.00					
00000	9999999	COURTHOUSE LANE II	PP17000009490001	3/06/2018	N	100-000200-3500-	5.40	23303	TOTAL	REFUNDS PAYABLE	5.40	00008 TAX REFUND
			DISC. TOTAL				.00					
00000	9999999	HOMETOWN REALTY	UT0020029380001	3/06/2018	N	100-000200-3500-	116.85	23304	TOTAL	REFUNDS PAYABLE	116.85	00008 UTILITY REFUND
			DISC. TOTAL				.00					
00000	9999999	IRVING JERRY	UT0020029050001	3/06/2018	N	100-000200-3500-	17.81	23305	TOTAL	REFUNDS PAYABLE	17.81	00008 UTILITY REFUND
			DISC. TOTAL				.00					
00000	9999999	MACDIOC PROPERTY MANAGEMENT	UT0020029610001	3/06/2018	N	100-000200-3500-	100.00	23306	TOTAL	REFUNDS PAYABLE	100.00	00008 UTILITY REFUND
			DISC. TOTAL				.00					
00000	9999999	MCI METRO ACCESS TRANS SE	PS1700000020001	3/06/2018	N	100-000200-3500-	11.97	23308	TOTAL	REFUNDS PAYABLE	11.97	00008 TAX REFUND
			DISC. TOTAL				.00					
00000	9999999	MCMANON JR MICHAEL EDWARD	PE17000012640001	3/06/2018	N	100-000200-3500-	197.88	23309	TOTAL	REFUNDS PAYABLE	197.88	00008 TAX REFUND
			DISC. TOTAL				.00					
00000	9999999	MOORE ANGELA L	UT0020027810001	3/06/2018	N	100-000200-3500-	.80	23310	TOTAL	REFUNDS PAYABLE	.80	00008 UTILITY REFUND
			DISC. TOTAL				.00					
00000	9999999	MORRIS JIM	UT0020019290001	3/06/2018	N	100-000200-3500-	100.00	23311	TOTAL	REFUNDS PAYABLE	100.00	00008 UTILITY REFUND
			DISC. TOTAL				.00					
00000	9999999	ORTIZ TINA	UT0020021270001	3/06/2018	N	100-000200-3500-	3.61	23312	TOTAL	REFUNDS PAYABLE	3.61	00008 UTILITY REFUND
			DISC. TOTAL				.00					
00000	9999999	REDBOX AUTOMATED RETAIL I	PP1400005240001	3/06/2018	N	100-000200-3500-	11.01	23313	TOTAL	REFUNDS PAYABLE	11.01	00008 TAX REFUND
			DISC. TOTAL				.00					
00000	9999999		PP1400005240001	3/06/2018	N	100-000200-3500-	2.51	23313	TOTAL	REFUNDS PAYABLE	2.51	00008 PERN. REFUND
			DISC. TOTAL				.11	23313	TOTAL	REFUNDS PAYABLE	.11	00008 TAX REFUND
			DISC. TOTAL				9.38	23313	TOTAL	REFUNDS PAYABLE	9.38	00008 TAX REFUND
			DISC. TOTAL				10.58	23313	TOTAL	REFUNDS PAYABLE	10.58	00008 TAX REFUND
			DISC. TOTAL				.00					
00000	9999999	SANDERS DOUGLAS R & ANGEL	RE1100004170001	3/06/2018	N	100-000200-3500-	302.40	23314	TOTAL	REFUNDS PAYABLE	302.40	00008 TAX REFUND
			DISC. TOTAL				.00					
			DISC. TOTAL				302.40	23314	TOTAL	REFUNDS PAYABLE	302.40	00008 TAX REFUND
			DISC. TOTAL				302.40	23314	TOTAL	REFUNDS PAYABLE	302.40	00008 TAX REFUND
			DISC. TOTAL				302.40	23314	TOTAL	REFUNDS PAYABLE	302.40	00008 TAX REFUND
			DISC. TOTAL				1,512.00		TOTAL	REFUNDS PAYABLE	1,512.00	

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCEL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	ACH G/L	ACCOUNT DISC.	BATCH INV. DESCRIPTION
00000	9999999	SANDERS DOUGLAS RAY	RE1600009840001	3/06/2018	N	100-000200-3500-	321.10	23315		REFUNDS PAYABLE		00008 TAX REFUND
00000	9999999		RE1700004300001	3/06/2018	N	100-000200-3500-	321.10	23315		REFUNDS PAYABLE		00008 TAX REFUND
		DISC. TOTAL					.00			642.20		
00000	9999999	SHORE EXPLORATION	UT0020018620001	3/06/2018	N	100-000200-3500-	89.72	23316		REFUNDS PAYABLE		00008 UTILITY REFUND
		DISC. TOTAL					.00			89.72		
00000	9999999	TELEPORT COMMUNICATIONS A	PS17000000040001	3/06/2018	N	100-000200-3500-	6.26	23317		REFUNDS PAYABLE		00008 TAX REFUND
		DISC. TOTAL					.00			6.26		
00000	9999999	VERIZON SOUTH INC	PS17000000050001	3/06/2018	N	100-000200-3500-	6,631.31	23318		REFUNDS PAYABLE		00008 TAX REFUND
		DISC. TOTAL					.00			6,631.31		
00000	9999999	WRIGHT RUTH C LIFE ESTATE	RE1500016860001	3/06/2018	N	100-000200-3500-	90.57	23319		REFUNDS PAYABLE		00008 TAX REFUND
		DISC. TOTAL					.00			90.57		
		CHECK TOTAL					10,074.23			10,074.23		
		CHECK TOTAL					.00			.00		
		CPA PMT TOTAL					.00			.00		

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 10,074.23- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
233322	980	DEWBERRY ENGINEERS, INC	000	3/16/2018	2,664.00	.00
233323	10	DOMINION VIRGINIA POWER	000	3/16/2018	6,677.31	.00
233324	9999999	JACKSON MICHELLE	000	3/16/2018	50.00	.00
233325	546	JOHNSON'S EXTERMINATING	000	3/16/2018	100.00	.00
233326	944	METROCAST COMMUNICATIONS	000	3/16/2018	167.90	.00
233327	491	SOUTHERN CORROSION, INC	000	3/16/2018	18,084.82	.00
233328	707	THE CAROLINE PROGRESS	000	3/16/2018	271.40	.00
233329	19	VERTIZON	000	3/16/2018	7.94	.00
233330	12	WASTE MANAGEMENT	000	3/16/2018	7,842.65	.00
		CLASS TOTAL			35,866.02	.00
		ACH TOTAL			.00	
		CHECK TOTAL			35,866.02	
		FINAL TOTAL			35,866.02	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 35,866.02- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCEL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH AMT	ACH PMT	G/L ACCOUNT	BATCH INV. DESCRIPTION
00000	000980	DEMBERRY ENGINEERS, INC	1516033	3/16/2018		4300-300100-8700-	2,664.00	23322			REFINANCING AND USDA PROJECTS00653 ENVIRONMENTAL REPORT	00653 ENVIRONMENTAL REPORT
		DISC. TOTAL					.00	TOTAL			2,664.00	
00000	000010	DOMINION VIRGINIA POWER	2018-02 1	3/16/2018		4100-041000-5110-	1,064.85	23323			ELECTRICITY-STREETLIGHTS	00653 TH
00000	000010		2018-02 1	3/16/2018		4100-041000-5110-	1,634.66	23323			ELECTRICITY-STREETLIGHTS	00653 BUT/CHASE ST LIGHTS
00000	000010		2018-02 1	3/16/2018		4100-041000-5110-	58.98	23323			ELECTRICITY-STREETLIGHTS	00653 MAIN ST LIGHTS
00000	000010		2018-02 1	3/16/2018		4100-031100-5110-	197.71	23323			ELECTRICITY	00653 PC
00000	000010		2018-02 1	3/16/2018		4500-500100-5110-	856.47	23323			ELECTRICITY	00653 WELL #5 BROADBUDS AVE
00000	000010		2018-02 1	3/16/2018		4500-500100-5110-	174.01	23323			ELECTRICITY	00653 BUTLER GROUND TANK
00000	000010		2018-02 1	3/16/2018		4500-500100-5110-	202.39	23323			ELECTRICITY	00653 BUT/CHASE WATER TOWER
00000	000010		2018-02 1	3/16/2018		4520-500100-5110-	96.38	23323			ELECTRICITY	00653 SCHOOD RD PUMP STAY
00000	000010		2018-02 1	3/16/2018		4520-500100-5110-	2,292.99	23323			ELECTRICITY	00653 WMP
00000	000010		2018-02 1	3/16/2018		4520-500100-5110-	78.42	23323			ELECTRICITY	00653 CHASE ST PUMP STAY
00000	000010		2018-02 1	3/16/2018		4520-500100-5110-	20.45	23323			ELECTRICITY	00653 LACY LN PUMP STAY
		DISC. TOTAL					.00	TOTAL			6,677.31	
00000	999999	JACKSON MICHELLE	THDR 2018-03-03	3/16/2018		100-000200-3500-	50.00	23324			REFUNDS PAYABLE	00653 THDR 2018-03-03
		DISC. TOTAL					.00	TOTAL			50.00	
00000	000546	JOHNSON'S EXTERMINATING	2018-03-04	3/16/2018		4100-071310-3320-	100.00	23325			CONTRACTED SERVICES	00653 SET UP/BRDOWN
		DISC. TOTAL					.00	TOTAL			100.00	
00000	000944	METROCAST COMMUNICATIONS	2018-03	3/16/2018		4100-012110-5250-	99.95	23326			TELECOMMUNICATIONS	00653 TH
00000	000944		2018-03	3/16/2018		4520-500100-5230-	67.95	23326			TELECOMMUNICATIONS	00653 WMP
		DISC. TOTAL					.00	TOTAL			167.90	
00000	000491	SOUTHERN CORROSION, INC	10566	3/16/2018		4500-500100-6007-	18,084.82	23327			REPAIR/MAINTENANCE	00653 ANNUAL FRESH WTR TANK
		DISC. TOTAL					.00	TOTAL			18,084.82	
00000	000707	THE CAROLINE PROGRESS	2018-02	3/16/2018		4100-012110-3600-	141.60	23328			ADVERTISING	00653 AMEND 17-18 BUDGET
00000	000707		2018-02	3/16/2018		4100-012110-3600-	129.80	23328			ADVERTISING	00653 AMEND ZONING ORDINAN
		DISC. TOTAL					.00	TOTAL			271.40	
00000	000019	VERIZON	2018-02-22	3/16/2018		4500-500100-5230-	7.94	23329			TELECOMMUNICATIONS	00653 PHONE
		DISC. TOTAL					.00	TOTAL			7.94	
00000	000012	WASTE MANAGEMENT	2658852-0281-1	3/16/2018		4520-500100-3320-	83.99	23330			PROFESSIONAL SERVICES	00653 WMP DUMPSTER
00000	000012		2659271-0281-3	3/16/2018		4100-042300-3320-	1,110.03	23330			TRASH/RECYCLING	00653 2018-02
00000	000012		2660039-0281-1	3/16/2018		4520-500100-3180-	1,026.12	23330			SLUDGE REMOVAL	00653 2018-02
00000	000012		3257285-2424-1	3/16/2018		4100-042300-3320-	5,622.51	23330			TRASH/RECYCLING	00653 2018-02
		DISC. TOTAL					.00	TOTAL			7,842.65	
		DISC. TOTAL					.00	TOTAL			35,866.02	
		DISC. TOTAL					.00	TOTAL			35,866.02	

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 35,866.02 EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE

TOWN MANAGER

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23331	11	RAPPAHANNOCK ELEC COOP	000	3/23/2018	623.21	.00
23332	13	SHELL FLEET PLUS	000	3/23/2018	815.08	.00
23333	54	SOUTHERN POLICE EQUIP CO	000	3/23/2018	31.49	.00
23334	15	TREASURER OF VIRGINIA	000	3/23/2018	1,521.05	.00
23335	1002	VACORP	000	3/23/2018	129.66	.00
		CLASS TOTAL			3,120.49	.00
		ACH TOTAL			.00	
		CHECK TOTAL			3,120.49	
		FINAL TOTAL			3,120.49	.00

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 THE TOTAL 3,120.49- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCHL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH AMT	BATCH INV DESCRIPTION
00000 000011	PAPAHANNOCK ELEC COOP	2018-02.	3/23/2018		4100-043100-5110-	94.59	23331		00654 CEDAR LANE WHSE
00000 000011		2018-02.	3/23/2018		4500-500100-5110-	344.16	23331		00654 WELLS 4
00000 000011		2018-02.	3/23/2018		4500-500100-5110-	51.03	23331		00654 CEDAR LANE TRANS
00000 000011		2018-02.	3/23/2018		4500-500100-5110-	21.48	23331		00654 WATER TOWER RT2
00000 000011		2018-02.	3/23/2018		4520-500100-5110-	26.71	23331		00654 OAK RIDGE PUMP STAT
00000 000011		2018-02.	3/23/2018		4520-500100-5110-	85.24	23331		00654 LAKEWOOD PUMP STAT
	DISC. TOTAL					.00			
						623.21			
00000 000013	SHELL FLEET PLUS	9806803	3/23/2018		4100-031100-6008-	237.64	23332		00654 PW
00000 000013		9806803	3/23/2018		4100-043100-6008-	192.48	23332		00654 PW
00000 000013		9806803	3/23/2018		4500-500100-6008-	192.48	23332		00654 WALTER
00000 000013		9806803	3/23/2018		4520-500100-6008-	192.48	23332		00654 PW
	DISC. TOTAL					.00			
						815.08			
00000 000054	SOUTHERN POLICE EQUIP CO	194461	3/23/2018		4100-031100-6011-	31.49	23333		00654 HAT STRAPS
	DISC. TOTAL					.00			
						31.49			
00000 000015	TREASURER OF VIRGINIA	2018-01	3/23/2018		4100-031100-5230-	173.92	23334		00654 PC
00000 000015		2018-01	3/23/2018		4100-043100-5230-	75.58	23334		00654 PW
00000 000015		2018-01	3/23/2018		4100-012410-5230-	359.14	23334		00654 TH
00000 000015		2018-01	3/23/2018		4500-500100-5230-	75.58	23334		00654 WALTER
00000 000015		2018-01	3/23/2018		4520-500100-5230-	75.57	23334		00654 SEMER
00000 000015		2018-02	3/23/2018		4100-031100-5230-	173.80	23334		00654 PC
00000 000015		2018-02	3/23/2018		4100-043100-5230-	75.58	23334		00654 PW
00000 000015		2018-02	3/23/2018		4100-012410-5230-	360.73	23334		00654 TH
00000 000015		2018-02	3/23/2018		4500-500100-5230-	75.58	23334		00654 WALTER
00000 000015		2018-02	3/23/2018		4520-500100-5230-	75.57	23334		00654 SEMER
	DISC. TOTAL					.00			
						1,521.05			
00000 001002	VACORP	2018-02	3/23/2018		4100-012410-2500-	39.91	23335		00654 HYBRID STD
00000 001002		2018-02	3/23/2018		4100-043100-2500-	21.91	23335		00654 HYBRID STD
00000 001002		2018-02	3/23/2018		4500-500100-2500-	14.41	23335		00654 HYBRID STD
00000 001002		2018-02	3/23/2018		4520-500100-2500-	53.43	23335		00654 HYBRID STD
	DISC. TOTAL					.00			
						129.66			
						3,120.49			
						.00			
						3,120.49			

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 3,120.49- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

API00B 3/28/2018 TOWN OF BOWLING GREEN
TIME-14:23:25

A/P CHECK REGISTER
Check Date - 3/26/2018

ActPd - 2018/03

PAGE 1

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23336	256	VERIZON WIRELESS	000	3/26/2018	40.01	.00
					40.01	.00
					.00	
					40.01	
					40.01	
					.00	

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 40.01- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCTL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT TOTAL	ACH G/L	TELECOMMUNICATIONS	BATCH INV. DESCRIPTION
00000	000256	VERIZON WIRELESS	2018-03	3/26/2018		4100-031100-5230-	40.01	23336	TOTAL		40.01	00655 PC
		DISC. TOTAL	.00				.00		TOTAL			
		CHECK TOTAL	.00				.00		TOTAL		40.01	
		CHECK TOTAL	.00				.00		TOTAL		40.01	

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THIS TOTAL 40.01 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VI. Consent Agenda,
B. 3/1/18 Minutes

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Melissa Lewis

PRESENTER TITLE: Clerk/Treasurer

AGENDA ITEM: Minutes –Town Council Meeting – March 1, 2018

BACKGROUND / SUMMARY: Transcribed Minutes from the March 1, 2018 Town Council Meeting

ATTACHMENTS:

Town Council Meeting – March 1, 2018

REQUESTED ACTION:

Approval of the Minutes

FOR MORE INFORMATION, CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE: PASSED NOT PASSED

TOWN OF BOWLING GREEN
TOWN COUNCIL MEETING
MINUTES

March 1, 2018

MEMBERS PRESENT: Mayor Jason Satterwhite, Vice-Mayor Glenn McDearmon, Otis Wright, Mark Gaines, Martin Hauser, Mary Frances Coleman, and Tyler Gibson.

MEMBERS ABSENT: Jean Davis

OTHERS PRESENT: Town Attorney Andrea Erard, Town Manager Reese Peck, Clerk/Treasurer Melissa Lewis, Accounts Clerk Judy Beazley, Police Chief David Lipscomb, Public Works and Utilities Director Billy Deavers, and Events Coordinator Jo-Elsa Jordan.

AUDIENCE: None

I. CALL TO ORDER AND QUORUM ESTABLISHED:

The Mayor called the meeting to order at 7:00 P.M. and noted a quorum was present.

II. DELEGATIONS:

There were no Delegations.

III. PUBLIC HEARINGS

- A. Proposed Amendment and Appropriation to FY18 Budget – The amount of the proposed amendment is \$50,000. Such funds would come from Town’s unassigned fund balance. The reason for the amendment is to provide funds for water system repairs.

At 7:01 P.M. the Mayor called for public comment on Proposed Amendment and Appropriation to FY18 Budget, he called a second and third time. Hearing none, he closed the Public Hearing.

On Motion by Mr. Gaines, seconded by Mr. Hauser, Council voted to Amend and appropriate the FY18 Budget to assign \$50,000 of unassigned funds to the Water fund for the purpose repairs and maintenance.

Voting Aye: McDearmon, Wright, Gaines, Hauser, Coleman and Gibson.

Voting Nay: none.

- B. O-2018-002 – To amend the Zoning Ordinance to add “Minor Event Facilities with conditions” as uses permitted by Special Use Permit in residential zoning districts.

At 7:03 P.M. the Mayor called for public comment on O-2018-002 – an ordinance to

amend the Zoning Ordinance to add “Minor Event Facilities with conditions” as uses permitted by Special Use Permit in residential zoning districts.

1. Tammie Gaines, 115 E. Braodddus Ave – Ms. Gaines spoke in favor of the proposed amendment and asked that Council adopt the Ordinance.

Mr. Hauser voiced his concerns over the Town’s ability to enforce the conditions that may be placed on a property during the application process if the ordinance were to be adopted.

Mr. Gaines was in favor of the Ordinance because it gave Council the ability to review each request and approve Minor Event Facilities on a case by case basis.

Mr. Gibson agreed that by adding the Ordinance to Town Code Council would have the ability to regulate the Minor Event Facilities.

Mr. McDearmon questioned whether Councilman Gaines could vote on the matter as he has a property for which he intends to apply for a Special Use Permit should the Zoning Ordinance be amended to add “Minor Event Facilities with conditions” in residential districts. The Town Attorney said that it was not a conflict of interest because the Ordinance was not specific to his property.

On Motion by Mr. McDearmon, seconded by Mr. Wright, Council voted to postpone a decision on the Public Hearing to adopt O-2018-002 - an ordinance to amend the Zoning Ordinance to add “Minor Event Facilities with conditions” as uses permitted by Special Use Permit in residential zoning districts.

Voting Aye: McDearmon and Wright

Voting Nay: Gaines, Hauser, Coleman and Gibson.

The motion did not carry.

On Motion by Mr. Gaines, seconded by Mr. Gibson, Council voted to adopt O-2018-002 - an ordinance to amend the Zoning Ordinance to add “Minor Event Facilities with conditions” as uses permitted by Special Use Permit in residential zoning districts.

Voting Aye: Gaines, Coleman, Gibson, and Satterwhite

Voting Nay: McDearmon, Wright, and Hauser.

IV. PUBLIC COMMENTS:

There were no Public Comments.

V. STAFF REPORTS:

The following staff reports were noted:

- A. Public Works and Utilities Report – February 2018
- B. Police Chief’s Report – February 2018

- C. Events Coordinator’s Report – February 2018
- D. Clerk/ Treasurer’s Report – February 2018
- E. Town Manager’s Report – February 2018

VI. CONSENT AGENDA:

- A. Bills – February 2018 attached to these minutes.
- B. Minutes – February 1, 2018 Town Council Meeting
- C. Minutes – February 6, 2018 Joint Facilities and Ordinances & Policies Committee Meeting

Voting Aye: McDearmon, Wright, Hauser, Gaines, Coleman, and Gibson.

Voting Nay: none.

VII. NEW BUSINESS:

- A. Set Public Hearing on Proposed Water and Sewer rates - The Town Manager asked that Council schedule a Public Hearing for the proposed Water and Sewer Rates and authorize him to advertise.

On Motion by Mr. Hauser, seconded by Mr. Gibson, Council voted to set a Public Hearing for the proposed Water and Sewer Rates on April 5, 2018 at 7:00 P.M. and authorized the Town Manager to publish notices to so advertise.

Voting Aye: McDearmon, Wright, Hauser, Gaines, Coleman, and Gibson.

Voting Nay: none

- B. EDA Appointments

On Motion by Mr. McDearmon, seconded by Mr. Wright, Council voted re-appoint John Lane to the EDA with his new term expiring November 3, 2021 and appoint David Storke to the unexpired term left vacant by the resignation of Gary Moore to end November 2, 2020.

Voting Aye: McDearmon, Wright, Hauser, Gaines, Coleman, and Gibson.

Voting Nay: none

- C. Authorize Town Manager to sign VACORP Disability Insurance for VRS Hybrid Employees Participation Agreement

On Motion by Mr. Hauser, seconded by Mr. Gaines, Council voted to Authorize the Town Manager to sign VACORP Disability Insurance for VRS Hybrid Employees Participation Agreement.

Voting Aye: McDearmon, Wright, Hauser, Gaines, Coleman, and Gibson.

Voting Nay: none

VIII. REPORT OF COUNCIL COMMITTEES/MEMBER COMMENTS:

A. Glenn McDearmon – Mr. McDearmon noted that the Facilities Committee met to set a list of priorities.

B. Otis Wright – Stated that the Ordinances and Policies Committees had met and would like Council to consider an Ordinance that would allow the Town to collect an e-summons fee for tickets written by Town police.

C. Mark Gaines – had no comments.

D. Martin Hauser – Mr. Hauser noted that the Budget and Personnel Committee had met and would be discussing personnel matters during closed session.

E. Mary Frances Coleman – had no comments.

F. Tyler Gibson – had no comments.

On Motion by Mr. McDearmon, seconded by Mr. Wright, Council voted to set a Public Hearing for the proposed collection of e-summons fees on April 5, 2018 at 7:00 P.M. and authorized the Town Manager to publish notices to so advertise.

Voting Aye: McDearmon, Wright, Hauser, Gaines, Coleman, and Gibson.

Voting Nay: none

IX. INFORMATIONAL ITEMS:

A. Free or Discounted Town Hall Rental Request form CCPS - After reviewing the letter received from Superintendent of Caroline County Public Schools, Council agreed to waive the rental fee of \$575 for the use of a recognition dinner to be held by CCPS.

X. CLOSED MEETING:

At 8:59 P.M. On motion by Mr. McDearmon, seconded by Mr. Gibson, Council unanimously voted to go into Closed Session in accordance with Section 2.2-3711 A1 of the Code of Virginia for the purpose of discussion and consideration of schedules, duties, and assignments of the Police Chief and Clerk/Treasurer.

XI. RECONVENE IN OPEN SESSION:

At 9:35 P.M., on Motion by Mr. McDearmon, seconded by Mr. Gibson, Council unanimously voted to come out of closed session.

CERTIFICATION:

Council certified that only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act, as stated above, 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:

Wright.....	Aye	Coleman.....	Aye
Gaines.....	Aye	Gibson.....	Aye
McDearmon.....	Aye	Hauser.....	Aye

XI. ADJOURNMENT:

On motion by Mr. Gaines. Coleman, seconded by Mr. Wright, Council unanimously voted to adjourn at 9:36 P.M.

DRAFT

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23223	990	FLORANCE GEORGE	000	2/13/2018	200.00	.00
23224	28	G & G MILLFORD FARM SERV.	000	2/13/2018	75.14	.00
23225	996	ICMA MEMBERSHIP RENEWAL.	000	2/13/2018	646.00	.00
23226	497	INDUSTRIAL CHEM LABS	000	2/13/2018	218.23	.00
23227	999999	MCWHIRTER EURAINIA	000	2/13/2018	150.00	.00
23228	944	METROCAST COMMUNICATIONS	000	2/13/2018	173.15	.00
23229	83	RAPPANNOCK REGIONAL	000	2/13/2018	44.00	.00
23230	918	STAPLES ADVANTAGE	000	2/13/2018	837.28	.00
23231	19	VERIZON	000	2/13/2018	271.36	.00
		CLASS TOTAL			2,615.16	.00
		ACH TOTAL			.00	
		CHECK TOTAL			2,615.16	
		FINAL TOTAL			2,615.16	.00

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DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23233	33	AMERIGAS FREDERICKSBURG	000	2/16/2018	2,289.87	.00
23234	500	CARTER MACHINERY CO INC	000	2/16/2018	4,091.43	.00
23235	998	COPY CAT	000	2/16/2018	377.25	.00
23236	200	DEPARTMENT OF MOTOR	000	2/16/2018	66.85	.00
23237	980	DEWBERRY ENGINEERS, INC	000	2/16/2018	11,502.00	.00
23238	10	DOMINION VIRGINIA POWER	000	2/16/2018	7,615.80	.00
23239	546	JOHNSON'S EXTERMINATING	000	2/16/2018	7,550.00	.00
23240	995	LAWRENCE EQUIPMENT, INC	000	2/16/2018	7,723.08	.00
23241	994	PB ELECTRONICS INC	000	2/16/2018	213.00	.00
23242	970	SIRCHIE	000	2/16/2018	58.58	.00
23243	653	STEMMIE PLUMBING REPAIR	000	2/16/2018	1,600.00	.00
23244	707	THE CAROLINE PROGRESS	000	2/16/2018	160.30	.00
23245	12	WASTE MANAGEMENT	000	2/16/2018	6,816.53	.00
23246	878	WHITE OAK ELECTRIC	000	2/16/2018	5,936.00	.00
		CLASS TOTAL			49,000.69	.00
		ACH TOTAL			.00	
		CHECK TOTAL			49,000.69	
		FINAL TOTAL			49,000.69	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 49,000.69- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

AP100B 2/21/2018 TOWN OF BOWLING GREEN
TIME-15:36:25

A/P CHECK REGISTER
Check Date - 2/21/2018

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23247	999	VCE SPOTSYLVANIA	000	2/21/2018	100.00	.00
			CLASS TOTAL		100.00	.00
			ACH TOTAL		.00	
			CHECK TOTAL		100.00	
			FINAL TOTAL		100.00	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 100.00- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23248	979	CAROLINE COUNTY HEALTH DE	000	2/22/2018	169.02	.00
23249	10	DOMINION VIRGINIA POWER	000	2/22/2018	66.85	.00
23250	7	NATIONWIDE RETIREMENT SOL	000	2/22/2018	2,895.59	.00
23251	322	TOWN POLICE SUPPLY OF	000	2/22/2018	665.29	.00
23252	984	TROY & BANKS	000	2/22/2018	115.80	.00
23253	256	VERIZON WIRELESS	000	2/22/2018	40.01	.00
23254	12	WASTE MANAGEMENT	000	2/22/2018	88.33	.00
		CLASS TOTAL			4,040.89	.00
		ACH TOTAL			.00	
		CHECK TOTAL			4,040.89	
		FINAL TOTAL			4,040.89	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 4,040.89- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

DATE _____ TOWN MANAGER _____

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
23256	18	A & M HOME CENTER	000	3/02/2018	378.17	.00
23257	18	A & M HOME CENTER	000	3/02/2018	81.93	.00
23258	790	ADVANCE AUTO PARTS	000	3/02/2018	26.54	.00
23259	117	BAT MUNICIPAL SOFTWARE	000	3/02/2018	4,400.00	.00
23260	32	BOWLING GREEN AUTO PARTS	000	3/02/2018	265.39	.00
23261	999999	CAROLINE CHAPTER NO 174	000	3/02/2018	150.00	.00
23262	979	CAROLINE COUNTY HEALTH DE	000	3/02/2018	70.85	.00
23263	47	CAROLINE GARAGE	000	3/02/2018	510.92	.00
23264	950	CAROLINE HEATING & AIR	000	3/02/2018	229.00	.00
23265	999999	CAROLYN FINCH	000	3/02/2018	150.00	.00
23266	897	CINTAS CORPORATION	000	3/02/2018	67.77	.00
23267	14	CINTAS OF RICHMOND	000	3/02/2018	664.64	.00
23268	972	COLLIER JR CLYDE WAYNE	000	3/02/2018	200.00	.00
23269	778	COMMONWEALTH ENGINEERING	000	3/02/2018	270.00	.00
23270	998	COPY CAT	000	3/02/2018	270.00	.00
23271	939	DRAINFIELD SOLUTIONS, LLC	000	3/02/2018	1,540.00	.00
23272	234	ENVIROCOMPLIANCE LAB, INC	000	3/02/2018	1,290.00	.00
23273	648	ERRAD ANDREA G	000	3/02/2018	1,667.00	.00
23274	28	G & G MILFORD FARM SERV.	000	3/02/2018	47.27	.00
23275	70	GREENLINE SERVICE CORP	000	3/02/2018	282.34	.00
23276	932	IBM CORPORATION	000	3/02/2018	854.59	.00
23277	898	JAMES MARY	000	3/02/2018	140.00	.00
23278	836	JOHN ALLISON	000	3/02/2018	245.00	.00
23279	546	JOHNSON'S EXTERMINATING	000	3/02/2018	890.00	.00
23280	999999	JORDAN JUSTIN	000	3/02/2018	50.00	.00
23281	725	MCGINLEY MICHELLE B	000	3/02/2018	105.00	.00
23282	48	MID-ATLANTIC LAB	000	3/02/2018	120.00	.00
23283	844	MINOR & ASSOCIATES	000	3/02/2018	6,837.50	.00
23284	1000	MPH INDUSTRIES INC	000	3/02/2018	2,515.00	.00
23285	257	ON SITE PC	000	3/02/2018	470.60	.00
23286	919	PRO SHRED SECURITY	000	3/02/2018	45.00	.00
23287	321	PROFESSIONAL LOCK	000	3/02/2018	157.00	.00
23288	11	RAPPAHANNOCK ELEC COOP	000	3/02/2018	755.63	.00
23289	999999	RAPPAHANNOCK ELECTRIC	000	3/02/2018	150.00	.00
23290	991	RGS&S COMMERCIAL CLEANING	000	3/02/2018	289.00	.00
23291	659	SOSMETAL PRODUCTS INC	000	3/02/2018	732.39	.00
23292	54	SOUTHERN POLICE EQUIP CO	000	3/02/2018	35.00	.00
23293	1001	TREASURER OF VIRGINIA	000	3/02/2018	71.64	.00
23294	291	USA BLUE BOOK	000	3/02/2018	720.30	.00
23295	19	VERIZON	000	3/02/2018	278.53	.00
23296	256	VERIZON WIRELESS	000	3/02/2018	484.32	.00
23297	44	VUPS	000	3/02/2018	18.90	.00
23298	930	WEBB EMILY	000	3/02/2018	210.00	.00
23299	878	WHITE OAK ELECTRIC	000	3/02/2018	3,147.80	.00
23300	451	XEROX CORPORATION	000	3/02/2018	1,173.84	.00
		CLASS TOTAL	000		31,961.32	.00
		ACH TOTAL			.00	
		CHECK TOTAL			31,961.32	
		FINAL TOTAL			31,961.32	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 31,961.32- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VI-C Personnel Policy Update

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/ MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck **PRESENTER TITLE:** Town Manager

AGENDA ITEM: VI-C Personnel Policy Update

BACKGROUND / SUMMARY: Revisions were developed by the Town Manager and approved by the Budget and Personnel Committee, and the Policy and Ordinance Committee.

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Page 12	Pay Period & Compensation – amended to conform to current practices.
Page 31	Holidays – amended to conform to current practices.
Page 43	VRS – amended to conform to current practices.
Page 46	Employee Assistance Program – program no longer exist.
Page 47	Optional Benefits – Places limits on certain optional benefits.
Page 49	Annual Leave – amended to conform to current practices.
Page 51	Sick Leave – amended to conform to current practices.
Page 52	VRS Hybrid – amended to conform to state code.
Page 61	Safety Committee – amended to conform to current practices.
Page 92	Paid Time Off Leave – implements VRS Hybrid Short-term Disability requirements.

ATTACHMENTS: Proposed revised Personnel Manual.

REQUESTED ACTION: Motion to adopted revised Personnel Manual and to authorize the roll over of Annual and Sick leave balances into the Paid Time Off balance not to exceed 192 hours.

FOR MORE INFORMATION, CONTACT:

Phone#: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	

VOTE:

PASS

NOT PASSED

McDearmon
Wright
Gibson
Satterwhite

TOWN OF BOWLING GREEN

PERSONNEL POLICY

Effective: February 4, 2010
Revised: April 5, 2018



A. Reese Peck, Town Manager

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Section 1. Authority and Application

1.1. Authority for and Adoption of Personnel Policies

A. Title 15.2, Chapter 15, Article 1, of the Code of Virginia and the Charter of the Town of Bowling Green, enables the Town Council to adopt personnel policies, establish departments, employ personnel, and fix compensation for its employees.

B. This Personnel Policies and Procedures Manual (the “Manual”) supersedes all previous personnel policies adopted by the Town Council.

C. This Manual includes those policy statements and procedures that establish the framework for the administration of a personnel system. As such, it is deemed to require legislative review by the Town Council. As a framework, it contains the generally applicable rules and regulations for the employment of personnel. It does not include all departmental operational policies related to personnel. The authority to adopt departmental operating policies is delegated to the Town Manager. Moreover, any actions not reserved to the Council and not inconsistent with what is contained herein are reserved to the Town Manager.

1.2. Purpose of Personnel Policies

These Personnel Policies are intended to:

- Foster effective and efficient service to the public;
- Provide and maintain equitable conditions of employment;
- Establish and maintain uniform standards of employment and compensation; and
- Aid employees and supervisors with personnel matters.

1.3. At-Will

Employees serve at the will and pleasure of the Town Council. This means that the employment relationship may be terminated by either the employee or the Council and at anytime with or without notice or cause. Nothing contained in this Manual shall alter that status.

1.4. Federal, State and Local Laws

The personnel policies or procedures contained in this Manual are to be read consistent with federal, state, and local law and any provisions that are in conflict with such laws shall be superseded by the pertinent law. If any part, section, subsection, sentence, clause or phrase is for any reason held to be unconstitutional or invalid, that part only shall be deemed severable and shall not affect the constitutionality or validity of the remainder.

1.5. Changes in Personnel Policies

These personnel policies may be amended or changed at any time by the Town Council. Notification of changes or amendments shall be provided to all employees of the Town of Bowling Green.

1.6. Applicability

The personnel policies contained in this Manual apply to all departments, positions, and employees of the Town of Bowling Green. Department Directors may implement standard operating procedures (SOPs) provided they are consistent with these personnel policies and approved by the Town Manager.

1.7. Compliance

Within their respective departments, Department Directors shall take necessary and prompt action to ensure compliance with these personnel policies. Employees who fail to adhere to the requirements set forth in these policies may be subject to disciplinary action including termination of employment.

1.8. Availability of Personnel Policies and Procedures Manual

In order to make the Manual readily accessible to all employees, a copy shall be provided to each employee.

1.9. Duties May Be Delegated

Whenever an activity is to be exercised by the Town Manager or a Department Director, such activity may be delegated to a subordinate employee. All activities so delegated remain the responsibility of the delegating authority.

1.10. Situations Not Specifically Covered

This Manual is intended to address most personnel matters. Situations not specifically covered by this Manual shall be handled in a manner consistent with the purposes of these policies as determined by the Town Manager and in compliance with all applicable laws.

1.11. Official Copy of Personnel Manual

The official copy of the Manual shall be maintained in the Office of the Town Manager.

Section 2. Administration of Personnel System

2.1. Town Council

Except for what it expressly reserves to itself, the Town Council delegates to the Town Manager the responsibility and authority for all personnel matters.

2.2. Town Manager's Responsibilities

A. The Town Manager shall serve as personnel officer for the Town, and is responsible for the administration of the Town's personnel system. The Town Manager shall administer these personnel policies and may delegate such duties in connection with the administration of these policies as deemed appropriate.

B. The Town Manager shall:

1. Fairly and equitably interpret and apply these personnel policies for all employees and applicants;
2. Advise the Town Council in matters concerning personnel administration;
3. Recommend sound merit standards of personnel administration;
4. Institute operating procedures for the implementation of these policies;
5. Regularly review and recommend changes to these personnel policies and the Town's position classification and pay plan;
6. Maintain all centralized personnel records and personnel files according to state and federal regulations;
7. Perform the duties and functions of Equal Employment Opportunity Officer;
8. Administer and interpret the Town's personnel policies and procedures and its classification and compensation plan;
9. Confer with employees and Town Council for the betterment of working relationships as appropriate;
10. Coordinate and be held accountable for employee training and development; and
11. Perform other related activities that provide and support an efficient and effective workforce.

C. The Town Manager's authority specifically includes, but is not limited to:

1. The authority, within budgetary limits, to employ, promote, transfer, reclassify, discipline, demote, discharge or in any manner deal with personnel matters concerning employees of all departments and agencies under the Town's control;

2. The authority to administer the classification and pay plan and to issue policies and procedures for the administration of the plan;

3. The authority, within budgetary limits, to reclassify existing classifications, delete or abolish positions or transfer positions to other departments; make changes in employee classifications to provide for proper administration of the compensation and pay plan; and establish from funds allocated for this purpose, the compensation of each employee within the designated pay range; and

4. The authority to interpret and be the final administrative authority with regard to the implementation of such policies, and any other policies and procedures, written or unwritten.

Section 3. Classification

3.1. Classification Plan Established by Town Council

The Town Council establishes the classification plan for its employees. The Council may amend or temporarily suspend the plan as it deems necessary. The most recently adopted or amended plan remains in effect unless and until it is amended or suspended by the Council.

3.2. Purpose of Classification Plan

A. The Classification Plan is the official system of grouping positions based on established classification factors.

B. Classification is the entire process of assigning and reassigning employees to positions. For classification purposes, a position contains a group of assigned duties and responsibilities as outlined in the position description requiring full or part time employment of one or more persons. A position may be occupied or vacant. Classification factors include essential duties and responsibilities, knowledge, skills and abilities needed to perform the job, role within the organization and internal and external evaluation criteria.

C. The position description includes, at a minimum: position title and a general statement about the position, specific duties and responsibilities of the position, the knowledge, skills, and abilities needed to meet the requirements of such a position, and the exempt or non-exempt status of the position. For those positions which require a bond to be established, the position description shall state the absolute requirement to obtain and maintain a bond in the designated amount for employment in those positions. The Town Manager has the responsibility of assuring that position descriptions are accurate, up to date, and reflect essential functions as agreed upon after discussion with Department Directors.

D. A copy of the Classification Plan is on file in the Town Manager's Office and available for review by employees and the public during normal business hours.

3.3. Creation and Maintenance of Classification Specifications

A. Prior to the establishment of a new position or reclassification of an existing position, a position description covering the duties, responsibilities, and minimum qualifications for the position is developed and submitted to the Town Manager for review. The Town Manager examines the proposed position and determines the proper classification.

B. No person shall be appointed, promoted, demoted, transferred, or paid in any new position until the position has been first established with the position description.

C. The classification of each position shall be reviewed periodically as directed by the Town Manager or Town Council. Minimum review requirement shall be annually in conjunction with the development of the next fiscal year's budget.

D. Abolished positions shall be removed from the Classification Plan.

E. The Town Manager is responsible for maintaining an official copy of the Classification Plan, as approved or amended by the Town Council. The official copy includes a schematic list of positions and any amendments.

3.4. Definitions

Date of Employment (DOE) - The month, day, and year in which an employee began working for the Town.

Position Entry Date (PED) - The month, day, and year that an employee enters their current position or grade. This date may be the same as the date of employment or another date as a result of promotion, demotion or other action set forth in this policy.

Performance Review Date (PRD) - The performance of each employee shall be reviewed annually. Such review shall commence no later than March 1st of each year for the rating period which ends with the conclusion of the fiscal year.

3.5. Full-Time Employment

The salary for a regular full-time position is based on a minimum of 40 hours of actual work per week or 2,080 hours per year. Positions that are exempt under the Fair Labor Standards Act are expected to work as many hours as may be required for execution of the responsibilities assigned to the position without additional compensation. A full time position includes full benefits. Employees in these positions who have successfully completed their probationary period have grievance rights. (See Section 7.3 dealing with Probationary period.)

3.6. Part-Time Employment

A. A part-time position is funded for fewer than 40 hours per week, or fewer than 2,080 hours per year. Part time employees receive no benefits. The incumbent is designated as part-time in Town employment records. Part-time employment with the Town is at will and may be terminated by the Town at any time and with or without notice or cause. There are generally two categories of part-time positions: Regular part-time and seasonal or temporary part-time.

1. A regular part-time position is funded for an established number of hours each day or week throughout the year and may receive compensation on a salary or hourly wage basis. Employees in this category who have successfully completed their probationary period have grievance rights.

2. A seasonal or temporary part-time position is funded for a specified period of time, generally relating to the completion of a special project, seasonal activity, or contingency. Employment ends upon completion of the project, seasonal activity, or contingency. Employees in these positions are not subject to a probationary period and do not have grievance rights.

B. Pay rates for part-time and temporary positions with a full-time equivalent should be within the same minimum to maximum hourly range as the full-time position. The Town Manager shall set part-time pay rates for those positions with no full-time equivalent.

C. If a part time employee changes status to a regular full-time position, the employee shall be considered as a new hire at the time that employee's status is changed unless otherwise designated by the Town Manager.

3.7. Entry Rate of Pay

The starting pay for any new employee in a full-time or regular part-time position shall be determined on a case-by-case basis. Factors contributing to a higher entry rate of pay include the individual's applicable education, training, and experience or competitive recruitment conditions. The Town Manager has the authority to set the entry rate of pay for each employee hired provided that such pay is within the pay grade scale. Salaries above such pay grade scale shall require the approval of the Town Council.

3.8. In-Grade Pay Increases

The Town Manager, with the approval of the Town Council, may establish a career enhancement program wherein employees who receive professional licensing or certification credentials that are desired or required within a specified timeframe for the position will receive additional compensation. Such supplemental compensation may be in the form of a bonus or pay increase.

3.9. Pay for Performance Increases

A. Should the Town Council approve funding for a merit pay increase, employees are eligible for such pay on their performance review date. A merit pay increase is based on the rating that an employee receives on the employee's annual performance review.

B. Employees at the top of the pay grade for their position remain eligible for merit pay increases.

3.10. Personnel Actions Affecting Compensation

A. Demotion

1. A demotion occurs when an employee is placed, either voluntarily or involuntarily, in a position within a lower pay grade. An employee may request a voluntary demotion for personal reasons or to retain employment status with the Town when the employee's position has been eliminated. An employee may be demoted involuntarily for poor performance or disciplinary reasons. No demotion shall be effective until approved by the Town Manager.

2. A demotion generally results in a reduction of pay. However, a reduction in pay may not occur in certain circumstances such as when the employee's current pay is within the pay grade scale established for the position to which the employee was demoted. An employee who is demoted shall be subject to a new merit anniversary date which shall be the date the demotion was effective.

B. Promotion

1. A promotion occurs when an employee is placed in a position within a higher pay grade scale. If a promotion occurs, the employee may receive a pay increase depending on the circumstances.

2. The following factors shall determine the amount of pay increase, if any, that the employee will receive:

- a. current pay;
- b. pay grade scale for the new position, and
- c. the years of employment with the Town.

3.11. Pay Increase

All general pay increases are determined and authorized by the Town Council.

3.12. Overtime and Compensatory Time

A. The provisions of the federal Fair Labor Standards Act (FLSA), as amended, are the fundamental wage and hour policy of the Town. Any questions relating to minimum wage and overtime will be interpreted and applied consistent with the FLSA and state law.

1. Hours of Work Rules

a. Employees must adhere to scheduled hours and work overtime only with authorization. An employee must not begin work before the scheduled starting time, not work through the meal period, and not work past the scheduled ending time without prior authorization from the Department Director. If such unauthorized work occurs, the employee may be subject to discipline and/or have the work schedule adjusted later in the pay period. Such matters do not apply to exempt employees.

b. Employees are expected to work overtime and weekend hours when required by their Department Director. Overtime work assignments shall be managed in the most effective and economical manner possible.

c. Overtime must be approved in advance by the Department Director or Town Manager. When overtime hours are required due to an emergency and advance approval cannot be obtained prior to the work commencing, the Department Director or Town Manager is required to complete the overtime/compensatory time form within two (2) working days after overtime was worked and provide an explanation of the emergency that necessitated the overtime work.

d. Overtime work shall be authorized only to cover emergencies, necessary seasonal activity, inclement weather conditions, and unusual or unanticipated working conditions. Its use on a continued basis is prohibited.

e. It is the responsibility of each Department Director with the Town Manager to determine that overtime work is administered in the best interest of the Town. Department Directors shall ensure that, whenever possible, overtime assignments are distributed as equitably as practical to all employees qualified to perform the work. In addition, it is equally important for the Department Director to eliminate unnecessary overtime and minimize unanticipated overtime.

2. Overtime Compensation

a. Employees designated as non-exempt from the overtime provisions of the FLSA shall receive cash payment at time and one-half (1.5) the employee's regular rate of pay for all hours actually worked in excess of 40 hours in the workweek. Paid time off does not count as hours worked for calculating overtime hours. The workweek for purposes of overtime eligibility and compliance with FLSA shall be seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at midnight Saturday.

b. Compensatory time may be given in lieu of cash overtime payments on a time and one-half basis with the consent of the employee. The maximum compensatory time allowed to accrue shall be 40 hours; once this maximum accrual amount is reached cash compensation must be paid. Non-exempt employees with a compensatory leave balance at the time of termination will receive cash compensation for the compensatory leave balance at their current rate of pay or the average rate of pay for the past three years, whichever is greater.

3. Exempt and Non-exempt Positions. For the purposes of overtime compensation, certain positions are exempt from the overtime requirements of the FLSA. These positions have responsibilities and duties that fall within the Executive, Administrative, Professional, or Computer Professional categories under the FLSA. Certain seasonal or temporary part-time employees may be exempt. All other positions are non-exempt under the FLSA.

4. Definition of Hours Worked. Employees must actually work 40 hours during the workweek to be eligible for overtime pay or compensatory time for that workweek. For purposes of computation, hours in a paid leave status are not considered to be hours worked. Paid leave status includes, but is not limited to, annual leave, sick leave, compensatory leave, military leave, personal leave, holiday leave, and civil leave. The hours of work used in computing eligibility for overtime at time and a half (1.5) rate, are hours actually worked on the job during a workweek. Hours not worked that are associated with holidays and Town closing due to adverse weather, are not considered as hours worked for overtime computation.

5. Time of Payment

a. Overtime pay earned in a particular pay period must be paid on the payday for that pay period. If the correct amount of overtime pay cannot be determined until some time after the payday for that pay period, the overtime compensation will be paid on the next payday.

b. Payment shall not be delayed for a period longer than is reasonably necessary to compute and arrange for payment and in no event shall payment be delayed beyond the next payday after such computations can be made.

6. Special Events Compensation

a. Whenever there are occasions in which the Town of Bowling Green will sponsor or partner in sponsoring a community event that is not generally within the normal work requirements for the exempt employee's position, an employee may be eligible to receive supplemental compensation. Supplemental compensation will be permitted under the following circumstances:

1) There is a community event sponsored or co-sponsored by the Town of Bowling Green which is designated by the Town Manager as a "Designated Special Event". Such designation can only be made after consultation with Town Council;

2) The Town Manager after consultation with the Town Council has determined that the efforts of the exempt employee are critical to the success of the Designated Special Event;

3) The work performed at the Designated Special Event, although it may involve similar tasks to those performed by the exempt employee as part of his/her regular work duties, is not an activity reasonably anticipated to be part of the normal work expectations for the position (e.g. unlike working on nights and weekends when an emergency situation arises or when called upon to attend Town Council meetings);

4) The Designated Special Event occurs on either or both days of a weekend or on a designated holiday; and

5) The funds have been identified to provide for the total compensation for the exempt employee to work at the Designated Special Event.

b. If all of these conditions are met, an exempt employee of the Town of Bowling Green may receive compensation for work performed at a Designated Special Event. Such compensation may or may not be based on an hourly rate and may or may not be paid for each hour worked. The compensation will be received by the exempt employee as a lump sum payment for each Designated Special Event in an amount to be determined by the Town Manager in consultation with the Town Council and shall be paid at such time and in such manner as the Town Manager determines but in no case shall payment be made later than the payday after the next Town Council meeting following the Designated Special Event.

3.13. Other Forms of Compensation

A. On-Call

1. "On Call" Pay is compensation for those employees who are required to be available when needed to handle emergency situations, so declared by the Caroline County Director of Emergency Services, and occurring outside the standard working hours.

2. Such compensation is available only to those employees determined to be eligible by the Department Director or Town Manager. Such emergency situations that require "On-Call" availability shall be distinguished from those locally designated emergency situations that are declared by the Town Manager;

3. "On Call" time is a period when an employee is not required to remain at the work station and is free to engage in personal activities, subject only to the understanding that the personal activity will conform to the department's requirements for availability and prompt response when necessary;

4. Any department requiring "On Call" staffing shall submit to the Town Manager at the time such emergency is declared, a proposed Plan including designation of positions requiring "On Call" status, response requirements, and procedures for scheduling of "On Call" staff, and methods of compensation with a recommended action. The Town Manager shall then approve or disapprove the Plan;

5. In general, "On Call" pay shall conform to the following guidelines:

a. Specific individuals scheduled to be "On Call" should be on a rotating basis;

b. Required response periods and any other conditions applicable to "On Call" service shall be included in the Plan and shall be communicated to affected applicants and employees in writing;

c. "On Call" service requirements shall be included in the job descriptions for affected positions; and

d. In the event State or Federal laws or regulations differ from this policy, the procedures and compensation required under those laws or regulations shall be included in the Plan submitted to the Town Manager and those requirements shall govern "On Call" Pay.

B. Call Back Pay. On certain exceptional occasions or as required by law, overtime may be computed and paid at a time and one-half rate to an eligible employee even though the employee has not already worked a standard workweek as specified above. These exceptional occasions would necessitate the rendering of direct citizen services (e.g. snow removal, utility repairs, etc.) whereby services cannot wait to be administered through normal scheduling of personnel during the designated workweek. The Director of Public Works is authorized by the Town Manager to declare such an exceptional occasion and is also responsible for documenting and maintaining a record of the situation and the personnel required to meet the requirements of the situation.

C. Holiday Pay. When a non-exempt employee or an exempt employee other than the Town Manager is required by the Town Manager to work on a designated holiday, the employee shall receive up to 12 hours of compensatory leave or pay, computed at a rate of time and one-half for the hours actually worked. The type of compensation will be based on agreement between the employee and the Department Director. If compensatory time is granted, such time shall be taken off at a later date and such leave must be taken within sixty (60) days of the holiday.

3.14. Special Provisions for Certain Employees

Department Directors, the Town Manager and other administrative employees are not entitled to overtime pay, or Compensatory Leave, because the measure of their performance is the result

achieved, not the number of hours worked. Although such employees should give due recognition to the public's expectation of their availability for public service when scheduling their work period, specific hours worked are within the discretion of that employee, consistent with the satisfactory achievement of the goals of their department and the expectations of the Town Manager. Such expectation shall be specified in the position description and/or these policies.

3.15. Pay Period and Compensation

A. The Town of Bowling Green pay period occurs every two weeks, twice in a calendar month. The first pay period ends on the 15th day of the month and the second pay period ends on the last day of the month.

B. ~~Pay checks will be issued on the 1st day of each month and the 16th day of each month. Distribution of pay checks is subject to adjustment when these dates fall on weekends and holidays. In such circumstances, pay checks will be distributed the day before the weekend or holiday.~~ The date of calculation of payroll may be adjusted when work schedules require that payroll be calculated earlier than normally scheduled.

C. All other matters are administrative in nature and will be the responsibility of the Town Manager. The Town Manager will review and sign all time sheets and will be ultimately responsible for insuring that all employees of the Town are paid promptly.

D. Should the Mayor or Vice-Mayor not be available to sign checks on or before the day that pay checks are to be distributed, the Treasurer is hereby authorized to stamp the signature of the Mayor and the signature of the Treasurer, only on payroll checks.

E. The Town of Bowling Green will still offer to its employees the option of "Direct Deposit" of pay checks, but employees are hereby notified that such deposit could take up to two days after payroll is calculated to reach the employee's bank account.

Section 4. Equal Opportunity Employer

4.1. Equal Opportunity Statement

The Town of Bowling Green does not discriminate in employment or in the provision of services on the basis of race, color, national origin, religion, gender, age, marital status, pregnancy, or disability.

4.2. Equal Employment Opportunity (EEO) Policy

A. The Town of Bowling Green is an Equal Opportunity Employer and strives to provide equal employment opportunities to employees and applicants without regard to race, color, national origin, religion, gender, age, marital status, pregnancy, or disability.

B. This policy applies to all employment related activities, including but not limited to, recruiting, hiring, promotion, compensation, benefits, transfer, layoff, demotion, termination, training, and/or leave.

4.3. EEO Officer's Responsibility

A. The Town Manager shall be designated the Equal Employment Opportunity Officer responsible for performing the following duties and functions:

B. Be responsible for the overall administration of the Equal Employment Opportunity policy;

C. Ensure that all job vacancies are advertised to as diverse an audience as practical and that good faith efforts are made to recruit and consider qualified applicants and employ them without regard to race, color, national origin, religion, gender, age, marital status, pregnancy, or disability;

D. Monitor to ensure that the benefits and conditions of employment are available to all employees in a uniform and nondiscriminatory manner;

E. Provide guidance on being EEO compliant; and

F. Foster a work environment where each person is treated with dignity, fairness, and respect.

G. Town Council may appoint an alternate EEO Officer who may be consulted by employees in the event the Town Manager is not available or is not perceived to be sensitive to the needs of the employee.

4.4. Department Director's Responsibilities

A. Department Directors have an increased responsibility for their own conduct as well as for all employees who work under their supervision. Department Directors or others who are in the chain of command shall act in an exemplary manner at all times.

B. These employees shall not date or otherwise engage in intimate relationships with subordinate employees.

4.5. Equal Employment Opportunity

A. It is the policy of the Town of Bowling Green to provide equal opportunity in employment and to administer employment policies without regard to race, color, religion, gender, age, national origin, marital status, pregnancy, or disability. This policy applies to every aspect of employment practices including, but not limited to the following:

1. Recruiting, hiring, and promoting in all job classifications without regard to race, color, religion, sex, age, national origin, marital status, pregnancy, or disability, except where such a factor can be demonstrated as a bona fide occupational qualification;

2. All decisions for hiring or promotion shall be based solely upon each individual's qualifications for the position to be filled; or

3. Other personnel actions such as compensation, benefits, transfers, layoffs, training, and assignments will be administered without regard to race, color, religion, national origin, sex, age, marital status, pregnancy, or disability.

B. Harassment. Harassment or hostile work environments based on race, gender, color, national origin, religion, age, marital status, sexual orientation, pregnancy, or disability will not be tolerated. Harassment arises from the dynamics of the workplace and can be based on nuances, subtle perceptions, and implicit communications. Conduct that may rise to the level of harassment includes verbal remarks (epithets, derogatory statements, slurs, jokes), physical contact (assaults, physical interference with movement or work, touching), visual displays (displaying of printed or photographic materials, objects), and other actions that are demeaning or hostile.

C. Sexual Harassment

1. Sexual harassment is unwelcome advances, requests for favors, or other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is either explicitly or implicitly made a term of condition of employment;

b. Submission or rejection of such conduct is used as a basis for employment decisions; or

c. The conduct is severe or pervasive enough to create an intimidating, hostile, or offensive work environment.

2. Examples of sexual harassment are:

a. Physical assaults;

b. Subtle or overt pressures or direct requests for sexual favors;

c. Inappropriate displays of sexually suggestive objects or pictures; or

d. A pattern of unwelcome conduct of a sexual nature that would be offensive to a reasonable person such as unnecessary touching, abusive or demeaning language or gestures (including remarks about another's clothing, body or body movements, or sexual activities), or teasing or joking.

3. No supervisor or coworker shall explicitly or implicitly communicate that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other conditions of employment.

4. A non-employee who subjects an employee to harassment or discrimination in the workplace will be informed of the Town's policy and appropriate actions will be taken to protect the Town employee from future harassing conduct.

D. Accommodating Individuals with Disabilities. The Town of Bowling Green provides equal employment opportunities to qualified individuals with disabilities. Reasonable accommodations will be provided to a qualified employee or applicant with a disability when that employee or applicant requests such an accommodation. A qualified employee or applicant is one who is able to perform the essential functions of the job with or without accommodation. A request for an accommodation will be denied if the accommodation is not shown to be effective, places an undue burden on the Town, or if the employee poses a direct threat to health and safety. See Section 5 of these Policies for a more complete discussion of the procedures for accommodating person with disabilities.

E. Retaliation

1. Retaliation is illegal and contrary to the policy of the Town of Bowling Green. Employees who bring complaints of discrimination or who identify potential violations, witnesses interviewed during the investigation, and others who may have opposed discriminatory conduct, are protected from retaliatory acts.

2. If an employee believes that retaliation has occurred, the employee should make a report, preferably in writing, to the EEO Officer (Town Manager).

F. Complaints

1. An employee who believes that the Equal Employment Opportunity policy is being violated should report the conduct immediately to the EEO Officer (Town Manager). The report should be made in writing; however, a report will also be accepted by phone or in person.

2. Charges shall be promptly and thoroughly investigated and corrective actions taken if the charge is founded. If it is determined that a violation has occurred, appropriate relief for the employee(s) bringing the complaint and appropriate disciplinary action, up to and including discharge, against the person(s) who violated the policy will follow.

3. Employees who are eligible may also utilize the Town Grievance Procedure in order to resolve complaints regarding discriminatory practices.

Section 5. Accommodating Persons with Disabilities

5.1. Americans with Disabilities Act (ADA) 1990

The Town of Bowling Green prohibits employment discrimination against qualified individuals with disabilities and will provide reasonable accommodations for the known disabilities of applicants and employees. No department, agency or individual employee shall discriminate on the basis of disability against a qualified individual, whether an employee or an applicant for employment, with regard to any employment practice, condition and privilege of employment, including application, testing, hiring, assignment, performance evaluation, discipline, training, promotion, medical examination, reduction in force and recall, termination, compensation, leave or benefits.

5.2. Definitions

A. A person with a disability is an individual who:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
2. Or has a record of such impairment; or
3. Is regarded as having such impairment.

B. A qualified person with a disability is an individual with a disability who:

1. Meets the skills, experience, education, or other job-related requirements of the position; and
2. With or without reasonable accommodation can perform the essential functions of the job.

C. A reasonable accommodation includes but is not limited to:

1. Making existing facilities used by employees readily accessible to and usable by persons with disabilities;
2. Job restructuring, modifying work schedules, reassignments to a vacant position; and/or
3. Acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.

D. An undue hardship is an action or accommodation that requires significant difficulty or expense when considered in light of factors such as the size of the Town workforce or the employing work unit, the cost of the requested accommodations, and the impact of the accommodation on the work unit's operations.

E. A direct threat is an action or accommodation that will result in a significant risk of harm to self or others and for which there is no accommodation that is reasonable that would reduce the risk of harm.

5.3. Providing Reasonable Accommodation

The Town of Bowling Green will provide reasonable accommodation, determined on a case-by-case basis, for the known physical or mental limitations of a qualified applicant or employee with a disability unless the accommodation would cause an undue hardship or may cause a direct threat.

5.4. Requests for Accommodations

A. The person with a disability shall make a request and identify all of the accommodations that are needed. Although it is preferable for the request to be made in writing, a request could be made orally. The request should be made to the Town Manager. Once a request for an accommodation is made, the employee shall be required to provide medical information regarding the disability and its limitations.

B. The Town Manager will discuss the request with the Department Director and discuss the range of accommodations that may be reasonable for the employee's disability. If it is determined that an accommodation is reasonable, the Town Manager shall be responsible for implementing the accommodations required. Upon acceptance of the accommodation, the applicant will be requested to acknowledge that the accommodation is acceptable. If it is determined that the accommodation imposes undue burden or a direct threat to safety, the employee will be informed.

5.5. Applicants for Employment

A. Job interview questions shall follow EEO guidelines and all applicable laws and focus on the candidate's abilities, not disabilities.

B. If there is a need for an accommodation in order to complete the application process, the applicant should inform the Department Director as soon as the need is known. Once a provisional offer of employment is made, the applicant may request accommodations in order to perform the essential functions of the position. The Town Manager will review the candidate's request and make the accommodation, if reasonable and there is no safety risk that will result. Upon acceptance of the accommodation, the applicant will be requested to acknowledge that the accommodation is acceptable.

5.6. Performance Expectations

Employees with disabilities are generally held to the same performance and productivity standards as non-disabled workers. However, it is recognized that in certain circumstances a modification of performance and productivity standards may be a reasonable accommodation.

5.7. Confidentiality of Information

All medical information and information regarding a person's disability will be kept confidential and no information referencing such will be kept in the employee's personnel file. To the extent that certain information regarding the disability may need to be disclosed, it will be disclosed on a need-to-know basis to assure that the accommodations are effective and continue to be reasonable.

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Section 6. Recruitment and Selection

6.1. Basic Requirements for Employment with the Town of Bowling Green

A. Those who are employed, or wish to be considered for employment, with the Town shall:

1. Possess and meet at least the minimum qualifications for the position they hold or for which they are applying;
2. Provide evidence of eligibility for lawful employment;
3. Be able to perform, physically and mentally, with or without reasonable accommodation, the essential duties of the position;
4. Not have made a false statement of any material fact on their application or during the selection process;
5. Have not been dismissed previously for disciplinary reasons from a position with the Town or allowed to resign in lieu of termination within the past three years; and
6. Not have used or attempted to have used political pressure or bribery to secure an advantage in any stage of the selection process.

6.2. Town Council Employees

The Town Council shall employ the Town Attorney who shall serve at the will and pleasure of the Council. The Town Council shall employ the Town Manager who shall serve at the will and pleasure of Town Council and do so in accordance with a contract for employment that is adopted by Town Council.

6.3. Town Manager Responsibilities

A. The Town Manager shall:

1. Hire all Town employees;
2. Approve the methods by which recruitment is conducted;
3. Review all selection methods; and
4. Review compensation of all new employees to determine that it conforms to the Town's current compensation plan.

6.4. Recruitment

A. All regular positions, full-time and part-time, shall be filled via open, competitive recruitment in accordance with guidelines established by the Town Manager. Advertisements of vacancies shall be placed in the media and posted at Town's facilities to attract a pool of applicants who meet or exceed the minimum requirements of the current vacancies. Seasonal and temporary part-time positions shall be filled through as competitive a process as the situation allows.

B. Recruitment shall be open to the general public except in instances when the Town Manager determines that internal recruitment best serves the interest of the Town.

C. At times it may become necessary for a position to be reclassified which for purposes of this policy, is not to be deemed to be considered recruitment. Reclassifications occur when the employee's job duties have changed through evolution and interdepartmental task restructuring. The reclassification may result in a new position title for the incumbent.

6.5. Internal Recruitment

The Town Manager may limit recruitment to existing employees upon determination that there are sufficient qualified applicants. "Employees Only" job announcements shall be posted throughout Town facilities. If no internal applicants with suitable qualifications apply, advertisement shall be made to the general public.

6.6. Position Description

A. Position descriptions shall state the duties, level of responsibility and required qualifications for a particular position. A pay grade shall be assigned to every position.

B. Prior to recruiting, the Town Manager in coordination with the Department Director shall review and, if necessary, update the position description. All position descriptions and updates shall be approved by the Town Manager.

6.7. Sources of Recruitment

A. The Department Director shall notify the Town Manager as soon as they have knowledge that a position will become vacant. When a vacancy occurs, the Town Manager shall make a determination as to whether the position needs to be filled and if an internal recruitment or an open recruitment process will be used.

B. All job announcements shall be coordinated between the Town Manager and the affected department to ensure the content of the advertisement conforms to Town policy and the position description.

C. Job announcements must, at a minimum, contain the position title, the department in which the vacancy exists, the nature of the work or examples of the work, minimum qualifications, the application closing date, where applications may be obtained, whether the position is exempt from overtime, and the statement "The Town of Bowling Green is an Equal Opportunity Employer".

When circumstances necessitate, the Town Manager may extend the application closing date or authorize a continuous recruitment process.

D. Every reasonable effort should be made to publicize such job vacancies so that all interested parties are informed and qualified individuals are encouraged to compete for Town employment.

E. At a minimum, recruitment announcements should be publicized by posting announcements or advertisements in the following sources:

1. In a public location convenient to employees;
2. Local newspapers;
3. The Town website; and
4. The Virginia Employment Commission.

F. Depending on the requirements of the position, the Town Manager may permit a more extensive recruitment effort e.g. advertisement in newspapers with larger circulations, trade journals, and mailings to specific outreach locations for posting.

G. The Town Manager's approval is required prior to an advertisement of vacancy being released for publication.

6.8. Applications

A. All candidates for employment shall submit a completed Town Job Application form prior to the application deadline. Resumes shall not be accepted in lieu of a completed Town Job Application form.

B. To be considered, applications shall indicate the specific position of interest and be signed and dated by the applicant.

6.9. Screening

A. All applications shall be carefully screened and evaluated by the Department Director according to the established qualifications that are required to perform the duties of the position. Those applicants whose knowledge, skills, and abilities most closely align with those required by the position shall be invited for an interview.

B. All tests and selection methods shall be approved by the Town Manager prior to being used.

C. In determining qualified applicants, the Town may use, but shall not be limited to, any one or a combination of the following selection methods:

1. Evaluation of experience;

2. Written and skills tests;
3. Performance tests;
4. Driving records;
5. Interviews;
6. Reference and background checks;
7. Post offer medical and physical agility examinations; and/or
8. Criminal Background Checks and general police information background checks.

D. An applicant who refuses to participate in any phase of the selection process shall be considered to have withdrawn from the applicant pool and shall receive no further consideration.

6.10. Interviews

A. All questions to be asked in the interview must be approved by the Town Manager to determine and verify that there are no inherent violations of Equal Employment Opportunity (EEO) and Americans with Disabilities Act (ADA) laws. The applicant most qualified and best suited for the position(s) will be offered the job.

B. If the Town Manager finds no applicant qualified and suitable for the position as a result of the prescribed process, the vacancy may be re-advertised. The Town Council's Personnel Committee may choose to interview a candidate and provide input into the decision of the Town Manager.

C. Candidates for the position of Town Manager will be interviewed by the entire Town Council. The Town Council's Personnel Committee will prepare an information packet on each candidate for review by the Town Council.

6.11. Testing

Where appropriate, the department may test specific and essential job skills that are required to fulfill the duties of the vacant position. Such tests shall be designed and the parameters for satisfactory completion shall be determined by the affected Department Director with the approval of the Town Manager. All testing shall be consistent with state and federal regulations concerning employee selection, including Title IV and the Americans with Disabilities Act (ADA).

6.12. References and Credentials

The Department Director will have all credentials and references verified before recommending an applicant to the Town Manager.

6.13. Selection and Notification of Employment Offer

A. After selecting a finalist for a vacant position, the Department Director shall provide a written recommendation to the Town Manager including justification for the recommendation and the recommended starting pay rate.

B. If approved by the Town Manager, the Department Director shall contact the applicant to make a provisional offer of employment orally. If any physical or medical (including drug and alcohol testing), testing requirements have to be met, they shall be done at that time.

C. The formal job offer shall be made in writing by the Town Manager after all testing is completed.

6.14. Criminal Records Check

A. In the interest of the public welfare and safety, applicants for employment with the Town may be subject to a pre-employment national criminal records check.

B. Upon receipt of information which indicates a prior criminal conviction, the Town Manager will consult with the Department Director to determine if there is a connection between the crime for which the applicant was convicted and the employment position being sought.

C. In cases where the conviction record is determined to be incompatible with the nature of employment, the applicant shall be removed from further consideration. The decision of the Town Manager shall be final. Criminal history records shall be kept confidential.

6.15. Medical Examinations

A. Applicants for employment with the Town may be subject to a pre-employment physical examination as determined by the Town Manager.

B. Following a provisional offer of employment, the Town Manager shall arrange a medical examination for the applicant at the Town's expense. If the medical examination results indicate that the applicant may be incapable of performing the essential duties of the position, the Department Director shall meet with the applicant to determine if any reasonable accommodations can be made that will allow the applicant to perform the essential duties of the position. In the event that no reasonable accommodation can be made, or the necessary accommodation imposes an undue hardship or a safety risk/direct threat, the provisional employment offer will be withdrawn.

6.16. Residency

Employment shall not be limited to Town residents. All employees must be available and accessible to perform the duties and responsibilities required of their jobs.

6.17. Employment of Close Relatives

A. No person shall be hired into a position in the same department where another close relative is employed. A “close relative” is defined as a spouse, child, parent, grandparent, brother, sister, half-brother or sister, or the spouse of any of these. All relationships shall include those arising from adoption. A close relative of the Town Manager or of a member of the Town Council shall not be hired by the Town. This restriction does not preclude the retention, promotion, or transfer of an employee who was employed prior to his or her close relative taking office as a member of the Town Council.

B. Relatives will not be placed in positions where they work with or have access to sensitive or confidential information regarding other close relatives, or there is an actual or apparent conflict of interest.

C. If employees become related after employment and a conflict of interest or problems with supervision, safety, security, or morale result or if reorganization creates such an employment conflict, reasonable time may be given so that alternative employment may be found. If resolution is not possible, the Town Manager may require one or both of the employees to transfer or resign.

D. Policies stated in this Section shall not adversely affect persons employed by the Town of Bowling Green on the date of adoption of these policies.

6.18. First Day of Work

Department Directors shall inform all new employees of the need to schedule an appointment to meet with the Town Manager on the first day of work to complete various employment forms and to become oriented to the benefits associated with the position.

6.19. Seasonal or Temporary Part Time Employees

A seasonal or temporary part time employee may be recruited to assist in the handling of workloads of unknown duration, seasonal employment, emergency work, or for completion of a specific task or project. These positions require less than 40 hours per week and the duration of their employment is short-term and finite. Seasonal or temporary part time employees shall not be employed without the approval of the Town Manager. If a seasonal or temporary part time employee changes status to a regular full-time position, the employee shall be considered as a new hire at the time that employee’s status is changed unless otherwise designated by the Town Manager.

6.20. Emergency Hiring

Should circumstances and conditions necessitate the hiring of personnel in an abbreviated manner, the Department Director shall make a written request for authority to hire on an emergency basis from the Town Manager. No employment commitment shall be made prior to the Town Manager’s approval.

6.21. Staffing through Temporary Agencies

From time to time, a department may have an immediate workload demand that can be met only by additional staff for a short duration. If the Department Director determines the department's need is best met by using a temporary employment agency which has available personnel that meet all requirements of the position(s) and department funds are available, all arrangements for such contract workers shall be made by that department in conjunction with the Town Manager. The duration of the contract with the temporary employment agency shall be no longer than 90 calendar days, unless a longer period is approved by the Town Manager. Contract workers are not "employees" of the Town.

6.22. Acting Assignment

A. An employee may be temporarily assigned to a vacant position, or a prescribed set of duties, other than those found in the position description under certain circumstances. These circumstances include, but are not limited to: during temporary vacancies created by the resignation of an employee, to meet emergencies occasioned by abnormal workload or organizational changes, to cover absences pending official assignment of personnel, to perform duties pending the development and classification of a new position, or for other purposes necessary to provide quality public service.

B. Acting assignments and the reasons thereof shall be made a part of the employee's personnel file. The employee's pay while on acting assignment may change if the employee is required to work in the full capacity of a higher classified position for a period equivalent to thirty (30) workdays or longer. Requests for "Acting Pay" shall be made in writing by the Department Director and forwarded to the Town Manager in advance of the employee assuming an acting assignment.

C. "Acting pay" for positions below that of the Department Director level shall be commensurate with duties assigned. Acting pay for Department Director level positions shall be determined by the Town Manager.

6.23. Transfer

A transfer is the lateral move of an employee from one position to another position with a similar level of responsibility. Transfers shall be authorized by the Town Manager upon the recommendation of the Department Director. An employee who makes a transfer will be subject to a new 6 month probationary period, which shall begin on the date the transfer becomes effective.

6.24. Promotion

A promotion is the selection of any employee for a position with a higher level of responsibility in a higher pay grade. An employee may compete with external and/or internal applicants for a promotional opportunity. Employee initiated promotions require approval of the Town Manager and the satisfactory completion of a 6-month probationary period in the position to which the employee is promoted.

6.25. Employment of Minors

A. All persons employed by the Town should be a minimum of eighteen (18) years of age. In special circumstances such as the Summer Jobs Program where it is not possible or preferable to recruit a qualified applicant who has reached their eighteenth birthday, employment of a child must be conducted in accordance with the state and federal law.

B. Prior to employing a child, under sixteen (16) years of age, the Department Director must have on file a completed Employment Certificate which shall be obtained by the child from the Superintendent of Caroline County Schools or the Superintendent of the school district in which the minor resides. The child must also provide proof of age prior to commencing work.

6.26. Political Activities

A. No employee shall be deprived of the right to vote, to express political opinions, or to join in any political organization provided, that:

1. Such participation does not interfere with job performance and is not conducted within the workplace; and

2. No employee shall be required to make a contribution of money, time or any other thing of value to any political party, candidate or other political organization.

B. Prior to accepting a public appointment to or becoming a candidate for election to a federal, state, or local public office, the employee shall:

1. Obtain an advisory opinion from the Commonwealth's Attorney stating that candidacy or acceptance of the public appointment and continued status as an employee would not constitute a violation of the State and Local Government Conflict of Interests Act, of the Code of Virginia, Section 2.2-3100 et seq. of the Code of Virginia; and

2. Obtain an advisory opinion from the employee's Department Director stating that the employee is not covered by the federal Hatch Act (e.g. the employee does not work on activities or programs receiving federal funds). If an employee is covered under the Hatch Act, the employee must obtain an advisory opinion from the U.S. Office of Special Counsel (HatchAct@osc.gov) or call 1.800. 854.2824).

C. Any employee who is elected or appointed to a public office and is unable to obtain the opinions described above shall resign their current position before assuming office. At all times during the candidacy as well as after commencing service as an elected official, the employee must adhere to all work rules including, but not limited to, hours of work and work performance standards.

Section 7. The New Employee

7.1. Orientation

A. The Town of Bowling Green recognizes the importance of a sound orientation program to ensure that new employees have a clear understanding of their duties, how to perform them and the relationship of these duties to the department and the overall operation of the Town government.

B. On the first day of work, the Department Director should make arrangements for new employees to meet the Town Manager and the staff. The new employee will be required to provide pertinent information necessary to be placed on the Town's payroll. Employees may receive a packet beforehand to process the required information in a more leisurely manner.

7.2. On-the-Job-Training

The Department Director will explain job responsibilities, duties, work schedule, working conditions and general information regarding the department's facilities, organization, and standard operating procedures and provide guidance on how the employee may meet expected performance.

7.3. Probationary Period

A. All regular full-time and regular part-time employees shall be subject to a probationary period for the 6 months immediately following their date of hire or upon a substantial voluntary change in job position. The probationary period is regarded as an integral part of the evaluation process. It is used to closely observe the employee's performance to ensure the effective adjustment of the new employee into the position.

B. Probationary employees may be terminated from employment at any time during the probationary period at the discretion of the Department Director after consultation with the Town Manager. The provisions of the Town's grievance procedures are not available to probationary employees.

7.4. Probationary Period Performance Review

The Department Director shall conduct the five month probationary review and submit the rating to the Town Manager before the end of the six month probationary period.

7.5. Satisfactory Completion of Probationary Period

If the rating on the performance review is satisfactory, the employee will move from probationary to regular status and is eligible for a 5% pay increase. An assessment reflecting less than satisfactory progress shall be sufficient grounds for immediate termination of employment.

7.6. Extension of Probationary Period

A. If an employee has not achieved satisfactory performance on the probationary performance reviews, but has demonstrated the potential to succeed, the employee's probationary employment period may be extended at the discretion of the Department Director and with the approval of the Town Manager. Such extension shall not be for a period longer than six months.

B. An employee who during the probationary period is absent for five or more consecutive workdays, will have the probationary period extended for the length of time of each such consecutive absence. For example, a seven day consecutive absence will extend the probationary period by seven days; two seven day consecutive absences will extend the probationary period by 14 days.

7.7. Substantial Change in Job Responsibility

Upon a voluntary change in position classification (including, but not limited to promotion, demotion, lateral transfer and reclassification), an employee will serve a new six month probationary period. If an employee is removed from the position for not successfully completing the probationary period, the employee may be re-employed in his or her former position if there is a vacancy in that position classification. This provision does not apply to an employee who is involuntarily placed in a different position classification.

Section 8. General Rules

8.1. Purpose

The following policies set forth general operating procedures.

8.2. Official Hours

A. The official hours for the transaction of Town business are from ~~7:00~~9:00 a.m. until 5:00 p.m., Monday through Friday. The Town Manager may establish different official hours for the departments, depending on the functions and operations involved.

B. Because of the variety of services that departments provide, an employee's work schedule may be different from the official hours. However, a full-time employee is expected to work forty (40) hours per workweek.

8.3. Holidays

A. Town offices shall be closed on officially designated state holidays. Employees who provide public safety or other essential services may be required to work on holidays.

B. The Town shall observe the following holidays:

<u>Holiday</u>	<u>Date County Offices Closed</u>
New Year's Day	January 1
Lee-Jackson Day	Friday preceding the 3rd Monday in January
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

C. The Bowling Green Town Council also honors special holidays approved by the Governor of Virginia and/or the President of the United States. In addition to these and the holidays listed above, the Town Council may designate any other day or part of a day as an official holiday. If one of the above holidays falls on a Saturday, the preceding Friday will be observed as the designated holiday; if the holiday falls on a Sunday, the following Monday will be observed as the designated holiday. Salaried employees shall receive paid time off for a holiday. Each full day holiday shall be valued at eight hours, and a one-half day holiday shall be valued at four hours.

D. For employees who would normally work other than an eight (8) hour day on a holiday, the difference in time shall be made up by the employee after discussion with the appropriate Department Director. For Department Directors, discussion of this matter shall be held with the Town Manager. Options may include working additional hours, taking Compensatory Leave, or taking Annual Leave. The needs of the Town will be considered by the Town Manager and Department Directors in making such decisions.

E. If any holiday mentioned above falls on an employee's regularly scheduled day off, the employee shall be granted another paid day off during the month in which the holiday was celebrated, whenever possible. If this is not possible, the employee shall receive one work day of straight time pay in lieu of the paid day off.

F. If any full-time employee is required to work during any holiday mentioned above, the employee shall be granted another paid day off during the month in which the holiday was celebrated, whenever possible. If this is not possible, the employee shall be granted "holiday pay" or double the straight time rate of pay for each hour worked during the holiday rather than equivalent paid time off. Holiday pay and time worked during a holiday shall not change the requirement to actually work 40 hours during the workweek before becoming eligible for overtime pay.

G. When a holiday falls within a period of paid leave, the holiday shall not be counted as a leave day in computing the amount of leave debited. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday and the day absent without leave.

8.4. Service Recognition

Employees shall be recognized upon satisfactory completion of intervals of five (5) years of service as follows: five years, ten years, fifteen years, twenty years, twenty-five years, thirty years, and each subsequent five year period of service.

8.5. Retirement Recognition

Individuals who elect to retire after five (5) consecutive years of full-time Town employment shall be recognized by the Town Council. Retire means to apply for and receive retirement annuity benefits from VRS.

8.6. Closing of Town Offices Due to Severe Weather

A. Town offices may be declared closed by the Town Manager during periods of severe weather and/or when the health and safety of employees may be at risk. When weather conditions are serious enough to raise questions about driving safety or whether Town offices will be open, employees should listen to local radio stations for relevant announcements. Aside from the Town Manager's declaration of the closing of Town offices, all Town offices shall be closed when Caroline County officers declare County offices are closed for such reasons as herein explained.

B. A declaration of closure may affect the manner in which an employee is paid for that day or partial day that the offices are closed. If a re-opening date and time is not announced, it is

presumed to be 12:01 a.m. of the next calendar day following the closing and employees are expected to report to work on their regular schedule.

C. Liberal Leave. When Town offices are open during inclement weather, the Town Manager may declare a liberal leave policy to be in effect. Under the liberal leave policy, employees who are in non-essential positions (as determined by Department Directors and reported to the Town Manager) may elect not to report to work and may have their absence or late arrival charged to annual leave, compensatory leave and/or leave without pay, without having received approval in advance. The employee, upon returning to work, must submit a leave form for any time the employee was absent from work while Town offices were open.

D. Previously Approved Leave Restored. Employees who were previously approved for annual, sick, and/or compensatory leave prior to Town offices closing shall not have such time charged against their leave balances to the extent that such time coincided with the period that Town offices were closed.

8.7. Punctuality

Employees are expected to report to work on time and adhere to their scheduled work hours. The efficient and effective service to Town residents and businesses requires regular attendance and punctuality of all employees. Therefore, absenteeism, tardiness, and leaving work early will not be tolerated because such behavior is disruptive. All time away from work must be approved in advance; otherwise, it will be counted as an unexcused absence. Exempt employees are expected to work all regularly scheduled hours and additional hours if such are necessary to accomplish assigned tasks.

8.8. Flexible Work Schedules

Department Directors, for good reason, may recommend to the Town Manager flexible work schedules for all or some of the position classifications where appropriate. No flexible or alternative work schedules shall be implemented without the prior approval of the Town Manager.

8.9. Required Certifications and Licenses

The minimum qualifications for certain positions may include specific professional or technical certifications or licensing requirements. Those employed in such positions shall maintain the required certification or licensure in order to continue employment with the Town. Town Council encourages all employees to achieve certifications and higher grade licensure. Given the availability of funds, the Town will contribute to the attainment of appropriate licenses. The Town will not participate financially upon the second failure of a certification or licensure examination. Employees may be directed to take additional training that is applicable to their position as directed by the Town Manager to fulfill their required tasks. This training shall be paid for by the Town of Bowling Green. After obtaining such training or licensure, the employee will be required to provide the Town with a commitment to work for the Town a minimum of 90 days after obtaining each license.

8.10. Appearance

A. Uniformed Personnel

1. It is the responsibility of the employee to keep uniforms in a neat, clean, and orderly manner. Employees are expected to begin their work period with a uniform in proper order. The complete uniform must be worn at all times while on duty and no uniform may be altered or changed in appearance. Any employee not wearing the assigned uniform may be sent home on leave without pay to change and the time counted as an unexcused absence.

2. An employee who loses a uniform more than once will be responsible for the cost of replacing the uniform. The employee will be required to pay cash for the replacement or with the employee's consent the replacement cost will be deducted from the employee's next regular paycheck.

3. It is the employee's responsibility to make the Department Director aware of the need to replace uniforms. Uniformed employees need to wear uniforms with their names clearly noted at all times while on duty.

B. Non-Uniformed Personnel. During work hours, employees are considered to be representatives of the Town and are required to dress and groom themselves in a manner that portrays a professional image.

8.11. Use of Tobacco Products

In the interest of the health and well being of employees and the public, the use of tobacco products is not permitted in Town buildings or vehicles. The Town of Bowling Green, depending on the availability of funds in the budget, will contribute to programs to help employees quit smoking or to cease the use of other tobacco products.

8.12. Use of Town Equipment

The Town of Bowling Green provides employees with tools and office equipment intended for use while performing Town business. This equipment (including, but not limited to, copiers, facsimile machines, carpentry, lawn care tools, plumbing, earth-moving equipment, and vehicles, etc.) is not intended for an employee's personal use. Removal or unauthorized use of Town property without authorization is prohibited. Personal use of equipment by Town personnel may be permitted by the Town Manager with full compensation for the use of such equipment coming from the employee to the Town.

8.13. Computers and Other Wire, Digital, and Electronic Communication Devices

A. Each employee who is authorized to use a computer terminal, personal computer, the Internet, or other wire, digital, or electronic communication device ("communication equipment") is responsible for maintaining, preserving and securing the information received, sent and stored.

Communication equipment includes, but is not limited to, electronic mail (e-mail), facsimiles, Internet, pager, copier, radio, cell phone, computer server, and telephone.

B. All messages received, transmitted, or stored on the Town's communication equipment is subject to the monitoring of, use, and the reading of the messages.

C. Employees who engage in excessive or abusive personal use of any communication equipment will be subject to disciplinary action.

D. Telephones. Town telephones are intended for official use only while conducting Town business. Personal calls (made or received) to local phone exchanges should be as brief and infrequent as possible. No long distance telephone calls shall be made for personal business. If such a call is made under emergency circumstances, the employee will reimburse the Town for the cost of such a call and, if situations warrant, may be subject to disciplinary action.

E. Prohibited Uses. The following actions illustrate some of the prohibited uses of the communications equipment:

1. Employees are prohibited from sending messages which are harassing or discriminatory;
2. Use of abusive or obscene language in either public or private messages;
3. Using the Internet in any manner violating federal, state, or local laws or statutes including copyright laws;
4. Knowingly changing any computer file that was not generated by the user ("user" shall include any person in the chain of supervision);
5. Use of Internet for sending, viewing or retrieving pornographic materials, inappropriate text files or files dangerous to the integrity of the network;
6. Circumventing security measures;
7. Attempting to gain access to another person's resources, programs, or data, without consent;
8. Vandalizing, which is defined as any malicious attempt to harm or destroy, Town equipment or data on the network or the Internet. This includes the uploading or creating of computer viruses; or
9. While using the Internet, falsifying one's identity to others, user name, and/or allowing another person to use the employee's password.

8.14. Vehicle Use

A. Certain designated employees are authorized to utilize Town vehicles for commuting purposes ("take-home vehicles"). Take-home vehicles are intended specifically to enable employees

to respond directly from home to calls for service. Transporting passengers other than Town employees or other authorized persons in a take-home vehicle is prohibited. Take-home vehicles are not to be used for personal business with the following limited exceptions:

1. Travel to and from lunch or medical appointments (that could not be otherwise scheduled) during the work day, provided the distance traveled is reasonable; and

2. Personal errands on the way to and from work, or during the lunch break, if the errand requires only a minor deviation from the normal route traveled.

B. An employee will be taxed according to prescribed IRS rules and regulations for any compensatory benefit received from the personal use of the take-home vehicle. It is the responsibility of the employee to notify the Department Director if there has been a change in vehicle use.

8.15. Reimbursement for Expenses Incurred

A. From time to time, Town employees and officials (members of the Town Council, the Planning Commission, the Board of Zoning Appeals, etc.) incur certain expenses in connection with the performance of official Town business. Town employees and officials will be reimbursed for reasonable and appropriate expenses in the following manner.

1. Vehicle Expense

a. When a Town owned vehicle is not available and a personal vehicle must be used for official Town business, the employee/official will be reimbursed for mileage at the current rate established by the Internal Revenue Service. There will be no reimbursement for any other expenses related to the operation or maintenance of the personal vehicle, with the exception of tolls or parking fees documented by a receipt, unless otherwise approved by Town Council as part of an employment contract.

b. Mileage driven while on Town business shall be recorded on a mileage reimbursement form indicating the date, destination, purpose, and total mileage of individual trips. Mileage reports shall be approved by the appropriate Department Director or the Town Manager and processed for reimbursement.

2. Travel Expenses

a. Out of area trips, involving an overnight stay on official business must be approved in advance by the Town Manager. The preferred method of payment for lodging and travel by common carrier is to have costs paid in advance using either direct billing or credit card billing to the Town.

b. Reasonable and necessary expenses for overnight travel will be reimbursed upon the presentation of a receipt or other appropriate documentation and approval by the Town Manager. This includes the use of a personal vehicle (if necessary), airline, train, bus or other common carrier transportation, taxi or cab service, rental vehicle (pre-approved), tolls, parking fees, business telecommunications, lodging and meals (including gratuities not to exceed 15%).

Alcoholic beverages may not be charged to the Town and must be excluded from any receipt submitted.

3. Miscellaneous Business Expenses. Other reasonable and appropriate expenses (such as operating supplies, material, or equipment), necessary for the conduct of Town business may be procured if such procurement comports to the Town procurement policies. When direct billing or the use of a Town credit card is not possible and purchases must be made, a Town employee/official will be reimbursed if such purchases are evidenced by a written receipt or other appropriate documentation and approved by the Town Manager.

B. The Town Manager may develop travel guidelines for travel expenses and employees/officials are expected to adhere to these guidelines.

8.16. Solicitations

Solicitations for private businesses or individuals, civic and other non-profit organizations (outside organizations) and their fund raising events are prohibited unless approved in advance by the Town Manager. No literature or announcements of outside organizations shall be distributed or posted without the prior approval of the Town Manager.

8.17. Outside Jobs

A. An employee may have an outside job or engage in business activities provided that such supplemental employment or business activities do not impair job performance with the Town, is not done during work, and does not create a conflict of interest.

B. Prior to the acceptance of outside employment, the employee must seek approval from the Town Manager.

C. Outside employment or business activities cannot be engaged in while on sick leave. An employee may be asked to terminate outside employment or business activities if such activities interfere with Town duties or represent a conflict of interest.

8.18. Personnel Files

A. There will be only one official personnel file for each employee and such file will be maintained in the office of the Town Manager. The official personnel file may comprise several sets of documents, some of which are marked confidential (e.g. medical or immigration information); those marked confidential may only be viewed by the employee and certain designated individuals. The official personnel file may be reviewed by the employee during regular office hours; it is recommended that an appointment be made. The official personnel file may be reproduced in Town Hall at the request of the employee.

B. Persons other than the employee who will have access to the official personnel file will be designated by the Town Manager. If an employee is physically or mentally unable to review the file, the authorized representative of the employee may access the file. The Town Manager and

Treasurer have access to all payroll and timekeeping records and may access the personnel file to submit these records into that file.

C. An employee may request, in writing, that inaccurate or no longer timely information in the employee's personnel file be corrected or purged; if such request is denied, the employee may provide supplemental information or a statement no longer than 200 words.

D. Information in the personnel file will be released when subpoenaed or by Court Order.

8.19. Personal Information

Employees must notify the Town Manager of any changes in personal information, (e.g. phone and cell numbers, names of dependents, and spouse, home, and P.O. addresses, etc.). It is critical that all information be kept up to date. It is important to remember to update marital status, name of spouse, and all minor children, addresses and phone numbers. Any problems incurred by the Town's use of out-of-date information are not the responsibility of the Town.

8.20. Verification of Employment and Employment References

All requests for employment references and verification of employment or pay for current and former employees shall be referred to the Town Manager. Employees shall not supply information regarding the employment history of any former or current employee to any inquiring party.

8.21. Public Inspection of Personnel Information

The name, title, and pay of current and former employees shall be available for public inspection during business hours and in accordance with such procedures as the Town Manager may prescribe. The Government Data Collection and Discrimination and Freedom of Information Acts govern the public availability of employee records.

8.22. Destruction of Records

A. The retention and destruction of official records including the official personnel files shall be governed by the Virginia State Library in accordance with the Virginia Public Records Act and applicable federal laws.

B. Personnel files and any other records may be kept longer than the minimum required under the VPRa at the discretion of the Town Manager.

8.23. Garnishments

Should the Town be served with a writ of garnishment or attachment, a notice of levy by the Internal Revenue Service (IRS) or other taxing authority, or any other judicial order requiring payment of an employee's wages to a third party or the court, the Town will deduct the required amount from the employee's wages in an amount not to exceed that permitted by law. The Town may impose an administrative fee based on the amount of the garnishment.

8.24. Conflict of Interests

A. All employees are subject to the Virginia Conflict of Interests Act, 2.2-3100 et. seq. of the Code of Virginia. Whenever an employee or family member of the employee may directly or indirectly financially benefit from a transaction or a contract to which the employee has a personal interest, a potential conflict of interest may arise.

B. A violation of the Conflict of Interests Act is criminal. Whenever a potential conflict arises, the employee is advised to request a written opinion immediately from the Commonwealth's Attorney who is required by statute to give such an opinion. A copy of the Conflict of Interests Act is available from the Town Manager or it may be found on the Internet.

8.25. General Ethical Conduct

A. The following are general rules of ethical conduct to which employees are expected to adhere:

1. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and respectful attitude toward the public;

2. Be dedicated to the highest ideals of honor and integrity in all relationships in order to merit the respect and confidence of other employees and of the public;

3. Maintain public confidence and trust in Town government through your actions;

4. Conduct official and personal affairs in such a manner as to give the clear impression that you cannot be improperly influenced in the performance of your official duties;

5. Handle all personnel matters on the basis of merit so that fairness and impartiality govern decisions pertaining to appointments, pay adjustments, promotions, and discipline;

6. Do not solicit directly or indirectly any gift or accept or receive any gift-whether it is money, services, loans, travel, entertainment, hospitality, promise, or any other form if it has a retail value of \$35.00 or greater or if:

a. it could be reasonably inferred or expected that the gift was intended to influence you in the performance of your official duties; or

b. the gift was intended to serve as a reward for any official action on your part.

7. Do not disclose to others, or use to further your personal interest, confidential information acquired in the course of your official duties.

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Section 9. Performance

9.1. Purpose

A. Performance conferences and annual reviews inform employees how well they are performing their work and how they can improve their work performance. The review and evaluation process is intended primarily to enhance communication on performance expectations between employees and their Department Directors and the Town Manager. The performance review is for:

1. Determining the level of the employee's performance and informing the employee about this determination;
2. Identifying areas which meet or exceed expectations and those which need improvement; and
3. Identifying how the employee and his co-workers can best work together to achieve the department's work goals for the coming year.

B. Performance evaluations may be used as a factor in determining pay, promotion, demotion, transfer, termination, layoff, or training.

9.2. Performance Plans

The Performance Plan sets forth the expectations for the duties and responsibilities of the position. It describes a proficient level of performance for the duties found in the position job description as well as what new skills and abilities must be attained during the next performance year.

9.3. Evaluations

All employees, except temporary and seasonal part-time workers, shall be evaluated. Evaluation shall occur after five months of the probationary period and then annually prior to the Performance Review Date.

9.4. Supervisor's Responsibility

Performance evaluations shall be prepared by Department Directors. The Director is expected to regularly review the performance with each employee. The Town Manager will evaluate each of the Department Directors. Each employee shall be provided with a copy of the completed annual performance evaluation form signed by the Department Director; the employee is also expected to sign the evaluation. The employee's signature does not indicate agreement with the evaluation ratings, but merely acknowledges that the review has been discussed.

9.5. Employee's Responsibility

Every employee is encouraged to discuss openly with the Director the responsibilities and expectations for future performance. If an employee wishes to supplement or clarify the annual performance evaluation, the employee may submit a written statement within 10 calendar days following the annual performance conference with the Director.

9.6. Confidential Nature of the Evaluation

Copies of annual performance evaluations shall be maintained in personnel files. A performance evaluation shall be made available only to the employee, the Department Director, the Town Manager, the Town Council, and legal authorities on a need-to-know basis.

Section 10. Benefits

NOTE: Employment benefits are presented in detail to new employees during the orientation with the Town Manager. As benefits change, employees will be notified. The information contained below is only an introduction to the benefits and the requirements for obtaining such benefits. Please contact the Town Manager for complete information about current benefits. The Town Council may at any time change the eligibility and participation requirements as well as eliminate any of the following benefits.

10.1. Retirement/Disability Benefits - Virginia Retirement System

A. Retirement benefits are administered through the Virginia Retirement System (VRS).

1. Eligibility. Membership in the VRS defined benefit plan is mandatory for all full-time employees in regular positions.

2. Cost. Participation in the VRS retirement plan requires a contribution from the employer as well as the employee. ~~Presently, the Town pays both the employer's and the employee's contributions.~~ Contributions to VRS begin with the first paycheck and continue throughout employment. No contributions will be made in any ~~pay period~~ month in which an employee has been on leave without pay for 51% or more of the work days during that ~~pay period~~ month; this includes employees who are on leave without pay for a Workers' Compensation injury.

3. Benefits for Disability or Retirement

a. An employee who is disabled and unable to work may be eligible for disability benefits from VRS (as well as Social Security disability benefits). To apply for disability benefits, an employee must be unable to perform his or her job because of a physical or mental disability and the disability is likely to be permanent. The terms and conditions of this coverage can be found at the VRS website, www.varetire.org.

b. The monthly amount of the annuity retirement benefit is ~~based on three factors: years of credited service, age at the time retirement benefits are received, and final or highest three years of pay.~~ calculated by VRS.

c. Employees may contact ~~the Town Manager~~ VRS for information regarding their estimated benefits. Employees planning retirement should contact the Town Manager four (4) months before their retirement date to ensure the coordination of benefits and their timely receipt.

10.2. Group Life Insurance

A. Eligibility

1. Employees in regular positions who work full-time are covered under the "Basic Group Life Insurance" program offered through VRS. A medical examination is not required.

2. In addition to the Basic Group Life Insurance, an employee may purchase additional life insurance coverage. This program is optional and may require a medical examination. Proof of good health is required.

B. Cost

1. Basic Group Life Insurance: The Town presently pays both the employer and employee's contributions for the Basic Group Life Insurance program.

2. Optional Life Insurance and other supplemental programs: The cost of optional life insurance and other supplemental benefit programs may be paid by the Town in accordance with an allocation determined annually by Town Council and a sub-allocation determined by the employee in accordance with the Town's "Cafeteria Plan".

C. Leave Without Pay Status. The Town's contribution will discontinue if the employee is on approved Leave Without Pay for 51% or more of his/her working month, unless absence is protected or granted under the Family Medical Leave Act (FMLA), and/or Worker's Compensation Act. An employee in this situation is advised to make payment to the Town for this period of absence to ensure life insurance coverage is not discontinued. Optional life insurance premiums are the responsibility of the employee. Information about such plan may be obtained from the Town Manager

D. Retirement. Coverage ends at termination of employment unless an employee elects to convert coverage to an individual whole life policy at non-group rates. Conversion coverage must be elected within 31 days of the last day in the month in which retirement occurred. Retirees may continue in the life insurance program if they meet the eligibility requirements under their plan. Such life insurance coverage is reduced over a period of time as provided by VRS. Additional life insurance through the VRS Optional Life Insurance Program may be continued at the retiree's expense.

10.3. Group Health Insurance

A. The Town currently provides health plan coverage for full-time employees in regular positions. Coverage does not begin until the first month following the initial 30 days of full time employment. Such coverage is obtained through cooperative arrangements with Caroline County. Information concerning Group Health Insurance can be obtained from the Town Manager

B. Cost

1. The Town pays the cost of coverage for the employee

2. Changes in election can be made on the occurrence of a qualifying event (within 30 days of such an event) or during the Open Enrollment period.

3. If an employee is on leave without pay status for 51% or more work days during the pay period, the full costs of the health plan coverage will be the responsibility of the employee under the provisions described in greater detail under COBRA.

C. Eligibility. All full time employees in regular positions are eligible for participation in the health plan. Employees can elect to include their spouses and dependent children under the health plan, but the Town of Bowling Green will only pay the premium for the employee. The effective date of health insurance coverage shall be the first day of the month following the initial 30 days of full-time employment. If a part-time employee converts to a regular full-time position the same 30-day waiting period applies.

D. Open Enrollment. Open enrollment is the time period designated by Caroline County for enrolling in the health plan and/or making changes in coverage and participants. Open enrollment usually occurs in the month of February each year.

E. Qualifying Event

1. After initial eligibility, changes in the health plan can only be made during Open Enrollment or when a “qualifying event” occurs. Internal Revenue Code Section 125 defines it as: 1) experienced by an employee or an employee’s eligible family members; and that 2) gives rise to the employee’s ability to change coverage levels under the plan at a time not corresponding to the Open Enrollment period. Qualifying events include but are not limited to marriage, divorce, birth or adoption of a child, death of a covered person, spouse’s or dependent’s loss of coverage or a major change to current health plan coverage.

2. Health insurance changes due to a qualifying event must be made within 31 days of the event. Supporting documentation must be provided to show proof that a qualifying event has occurred.

F. Separation from Employment. If an employee separates from employment, health insurance coverage will continue until the end of the month in which the employee terminated employment. Thereafter, continuation coverage will be under the provisions of COBRA described in Section 10.3.G below.

G. COBRA. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows an employee and/or spouse or dependents covered by the Town’s group health insurance plan the opportunity to maintain group coverage for the following time periods (and qualifying events): 18 months (termination of employment or reduction in work hours); 29 months (qualified beneficiary is disabled at time of termination of employment or reduction in hours); and 36 months (death of covered employee, loss of dependent child status, covered employee becomes eligible for Medicare, covered employee divorces spouse). An election of continuation coverage must be made within 60 days of the qualifying event or the date notice of election was received, whichever is sooner. The Town reserves the right to charge up to a 2% administrative fee.

10.4. Retiree Health Insurance

A. Employees applying for retirement through the Virginia Retirement System (VRS) before reaching age 65 will be considered “early retirees”. Employees (and family members of employees) with a minimum of fifteen (15) years in the VRS system will remain eligible for coverage under the Town’s group health insurance policy after the federally mandated “COBRA” period expires 18 months after separation from employment. Such employees must pay for 100% of the cost of health insurance.

B. Once the employee reaches age 65, he or she becomes eligible for Medicare coverage. If the employee wants supplemental coverage to Medicare, he or she must convert to a Medicare supplement or other plan separate from the Town's policy.

C. Early retirees who do not meet this requirement must choose an individual plan through the Town's carrier or another carrier of their choice (after the 18 month "COBRA" period). Early retirees and employees continuing coverage during the "COBRA" period are responsible for 100% of the cost. Payment of monthly premiums is due to the Town Manager on the first of every month. Non-payment of premiums will result in termination of benefits.

D. A retiree, who does not make this election within 60 days of the effective retirement date, does not have the right to re-enter the plan at a later date. If a retiree interrupts the continuous participation in the health plan, the retiree's right to coverage is forfeited.

E. A retiree may change coverage level only during Open Enrollment or if a qualifying event occurs. Upon the death of a retiree, a covered spouse and/or dependent children may continue on the Town's plan at their own expense under COBRA.

~~10.5. Employee Assistance Program~~

~~A. Counseling.— Full-time and regular part-time employees and their family members residing in the employee's household may participate in counseling and referral services designed to help them manage personal or job-related problems.~~

~~B. Confidentiality.— Counseling through the Employee Assistance Program (EAP) is confidential. Neither the employee's name nor department will be released to the Town when the employee or family member seeks counseling through the EAP voluntarily.~~

~~C. Cost.— Employees should inquire upon the commencement of counseling, the number of sessions that are provided and what the cost of these sessions might be. The Town Manager should be advised of the cost of the program. Certain policies may allow the Town to permit participation in a portion of the cost of the program for employees.~~

~~10.6.~~ 10.5. Social Security and Medicare

The Town pays the employer's share of Social Security and Medicare contributions. The employee's share is paid through mandatory payroll deductions.

~~10.7.~~ 10.6. Unemployment Insurance

Former employees may file for unemployment compensation through any Virginia Employment Commission (VEC) office. The VEC determines eligibility for benefits.

10.8.10.7. Optional Benefits

~~A. Annually, or as often as is necessary to cover actual costs, the Town will set a fixed level of benefit contributions to be given to each regular full-time employee. This level will be the actual cost of health insurance under the existing M.D.IPA plan. If the cost of the health insurance premium changes, then Council may change the per employee benefit contribution to reflect the increase or decrease in the premium. Employees who do not participate in the Town's group health insurance coverage will receive \$530 to purchase optional insurance benefits or to make contribution to the Town's sponsored deferred compensation plan.~~

B. With this fixed dollar amount ~~of benefits~~, each regular full-time employee may choose to use this benefit for ~~health insurance~~, deferred compensation (457 plan administered by PEBSCO), or other insurance such as cancer, intensive care, or disability insurance (administered by AFLAC). In the future, ~~other health insurance plans and~~ other types of insurance may be added as additional options.

C. Employees who choose to use the Town's fixed benefit contribution for other than health insurance must show proof of health insurance coverage from another source. If the employee loses this coverage from another source, he must then use the

D. Town's fixed benefit contribution to pay for health insurance and use other money from each paycheck to pay for additional benefits.

E. In addition to full-time employees using the Town's fixed contribution for health insurance, deferred compensation, or for other insurance products, all regular employees, including part-time, (seasonal employees are not eligible) may use their own money, through payroll deduction, to pay for additional benefits. The advantage to this is that the benefits are purchased without having to pay income taxes on the income used to pay for the benefits. This is known as "pre tax" benefits. While the tax liability for insurance is different from deferred compensation (some tax, such as FICA, must be paid on deferred compensation), all pre tax benefits offer some savings.

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Section 11. Leave

11.1. Annual Leave

A. Purpose. Annual leave provides paid time-off for vacation or other personal reasons. Only those employees on full-time status accrue annual leave.

B. Accrual. Annual leave is accrued on a semi-monthly basis. The amount of annual leave that an employee accrues and the total that may be accumulated is based upon the employee's length of service as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
Less than 5 years days)	4-3.69 hours semi-monthly <u>bi-weekly</u>	192 hours (24
5 to 9 years days)	5-4.62 hours semi-monthly <u>bi-weekly</u>	240 hours (30
10 to 19 years days)	6-5.54 hours semi-monthly <u>bi-weekly</u>	288 hours (36
20 or more years days)	7-6.46 hours semi-monthly <u>bi-weekly</u>	336 hours (42

C. Accrual Based on Days of Paid Leave Status. The amount of annual leave that is accrued each month will be prorated based on the hours that the employee actually worked during that month (e.g. deductions will be taken for leave without pay or days not worked because the employee was hired or terminated from employment during the month).

D. Maximum Accrual Limited. On July 1 of each year, all leave accrued in excess of the maximum accrual amount will be lost. Employees are expected to schedule their annual leave throughout the year so that no leave time is lost on July 1. If the excess amount of leave is scheduled to be taken prior to June 30 and circumstances beyond the employee's control prevent the taking of scheduled leave, the Town Manager may make an exception based on extenuating circumstances beyond the employee's control and that amount of leave will be carried into the next leave year. Maximum accrual limits still apply in each leave year.

E. Notification of Leave Balance. Employees shall be notified of their annual leave balances on a form that will be distributed monthly. Employees are responsible for checking to determine whether the information reported is accurate.

F. Minimum Increment of Leave. Annual leave must be taken in increments of no less than 30 minutes.

G. Request for Annual Leave. The use of annual leave is contingent on obtaining advance approval for the time away from work. Employees are expected to request approval to use annual leave in advance of the anticipated dates to ensure staffing requirements and critical functions for the Town are covered. Every consideration will be given to an employee's desire to use annual leave. In

approving leave the Department Director is responsible for managing work schedules so that department services are not compromised.

H. Restrictions on Use

1. Annual leave may not be used in advanced of its accrual. Annual leave is accrued but may not be used until the employee has completed the initial six month probationary period. The Town Manager may, at his discretion, approve the use of accrued annual leave during the probationary period for extenuating circumstances.

2. The use of annual leave is not a right. Depending on the needs of the department a leave request may be denied for business necessity or for failure to request the leave in a timely manner. Unless the leave has been approved in advance, the absence may not be charged as Annual leave.

I. Payout for Annual Leave. Upon the termination of employment, an employee shall receive payment for the annual leave accrued as of the date of separation in an amount not to exceed the maximum accrual limit. In the event of an employee's death, the estate will receive payment for the accumulated leave balances to which the employee is entitled.

11.2. Sick Leave

A. Purpose of Leave. Sick leave provides paid time off when an illness or injury of the employee or the employee's immediate family member necessitates the employee being absent from work. Sick leave is only available to full-time employees.

B. Use of Sick Leave. Sick leave may be taken for one of the following reasons:

1. Personal Sick Leave. Personal sick leave is defined as absence for reasons of illness or injury incapacitating the employee to perform assigned duties or exposure to contagious disease such that the employee's presence on duty would jeopardize the health of fellow workers on the job.

2. Medical Appointments. Medical, dental, and other health care provider appointments, whether for the employee or the employee's immediate family member, should be scheduled outside of work hours whenever possible. When such appointments cannot be scheduled outside of or around work hours, the employee may use sick leave provided it is approved in advance by the Department Director or Town Manager. Emergency medical appointments are an exception.

3. Family Illness. An employee may use sick leave to care for an immediate family member who has a serious health condition or to transport such a family member to health care provider appointments. For purposes of sick leave, immediate family member is defined as child (son, daughter, adopted child, foster child, stepchild, legal ward, child of the employee standing in loco parentis), mother, father, sister, brother, grandfather, grandmother, husband, wife, mother-in-law, father-in-law, or any family member related by blood or marriage living in the employee's home.

5. Workers' Compensation Injuries. An employee may use sick leave for the first seven (7) calendar days that the employee is absent due to a Workers' Compensation injury or illness. If such leave is used and the employee becomes eligible to receive lost wage payments from the Workers' Compensation Commission for the first seven (7) days, the Town will request from the Commission that the amount of money paid to the employee in sick leave benefits be returned to the Town.

6. Pregnancy. Unless a medical reason prevents a pregnant employee from performing the duties of the position, sick leave cannot be used for pregnancy conditions. A medical doctor must certify that the employee cannot work because of medical reasons relating to the pregnancy, and the anticipated return to work date must be given. Sick leave shall be authorized only within the limitations set forth in the doctor's certification. Should an employee desire to be away longer than the doctor certifies, the employee may request to use annual leave.

7. Family and Medical Leave Purposes. Sick leave (or annual leave) must be used for all absences taken for Family and Medical Leave purposes including absences following the birth or placement of a child.

C. Accrual of Sick Leave. Sick leave is accrued at the end of each pay period. The amount of sick leave that an employee accrues is based upon the employee's length of service as shown below:

<u>Years of Service</u>	<u>Semi-Monthly Bi-Weekly Accrual</u>
Less than 5 years	4 <u>3.69</u> hours
5 but less than 10 years	5 <u>4.62</u> hours
10 and over	6 <u>5.54</u> hours

D. Accrual Unlimited

1. Although there is no maximum accrual amount for sick leave, the use of sick leave for a period exceeding that allowed under the Family and Medical Leave policy (12 weeks in a rolling 12 month period) may result in the loss of the employee's job.

2. The continuing employment status of such an employee will be reviewed on a case-by-case basis to determine whether the operational needs of the department require that the employee's position not remain vacant. If the Town Manager determines that the position needs to be filled, the employee will be given a notice to return to work within a reasonable time or be terminated.

E. Accrual Based on Days of Paid Status. The amount of sick leave that an employee accrues each pay period shall be prorated for the hours that the employee worked during that pay period (e.g. deductions will be taken for leave without pay or days not worked because the employee was hired or terminated from employment during the pay period).

F. Notification of Leave Balance. Sick Leave balances shall be noted on a form that is distributed monthly. Employees should check the form to determine the accuracy of the information reported.

G. Minimum Increment. Sick Leave may be taken in increments of no less than 30 minutes.

H. Sick Leave Cannot be Advanced.

1. Advance sick leave is not authorized.
2. An employee must accrue sick leave before it is used.

I. Sick Leave Request. To request the use of sick leave, an employee must complete the appropriate leave form and submit it to the Department Director for approval. Employees must notify their Department Director as soon as the need for the leave is known; unless there is an emergency situation, such notice must be given no later than one hour before scheduled work hours. Until approval is given, the absence will be counted as leave without pay.

J. Doctor's Statement

1. The Department Director may require an employee requesting sick leave to present a physician or health care provider's statement as a condition of approving the use of sick leave. Sick leave of three days or longer requires a Doctor's statement to justify the use of sick leave or the absence. When an employee is on sick leave for more than one week or has missed work due to a chronic medical condition, the leave shall be designated provisionally as Family and Medical Act as well as sick leave. The Department Director shall notify the Town Manager to determine whether the absence is for a qualifying Family and Medical Leave Act condition.

2. Before the employee returns to work from an extended absence or from treatment for a medical condition that may limit the employee's ability to perform normal job duties, the Department Director or Town Manager may require a statement from the treating health care provider confirming the employee's ability to return to normal work duties. If there are limitations placed on an employee's ability to perform the duties of the position, the Town may consider alternative assignments as a reasonable accommodation for the employee's disability.

K. Payout for Sick Leave at Separation Termination. When an employee voluntarily separates from employment, there shall be no payment for unused sick leave.

For all employees hired on or after January 1, 2014, that are members of the VRS Hybrid Retirement Plan, the Paid Time Off Plan in Addendum 1 will serve as the combined annual and sick leave plan for those employees.

11.3. Family Medical Leave Act

A. Purpose. The purpose of Family and Medical Leave (FMLA) is to provide unpaid, job protected leave to eligible employees for certain medical reasons as mandated in the Family and Medical Leave Act of 1993. All provisions of the Act must be complied with in terms of benefits and eligibility. An eligible employee is entitled to up to 12 weeks of unpaid leave during the rolling 12-month period (looking backward from the date that the leave commences).

B. Eligible Employees. An eligible employee is one who has worked for the Town for twelve (12) months and within the twelve (12) months preceding the commencement of the leave has worked at least 1,250 hours. Part-time and temporary employees who meet these requirements are eligible for FMLA leave. The Family and Medical Leave Act should be consulted to determine whether employees of the Town of Bowling Green are eligible for such leave and whether they are entitled to job restoration. Questions should be referred to the Town Manager.

11.4. Bereavement Leave

Upon the death of a member of the employee's immediate family which is defined as child (son, daughter, adopted child, foster child, stepchild, legal ward, child of the employee standing in loco parentis), mother, father, sister, brother, grandfather, grandmother, husband, wife, mother-in-law, father-in-law, or any person related by blood or marriage living in the employee's home, an employee may take up to three days of bereavement leave. Additional paid leave time may be taken. Such additional leave time may be annual, sick, or compensatory leave time as accrued amounts of such leave will permit and the needs of the employee dictate. The Town Manager must be consulted in estimating the return to work of the employee. All such leave must be taken within 30 days of the death or the funeral and shall be unpaid leave unless the employee has sufficient annual, sick, or compensatory leave available for such purpose.

11.5. Civil Leave/Jury Duty

Leave with full pay will be granted an employee for any absence necessary for serving on a jury or for attending court as a witness under subpoena in an action in which the employee is not a party. The employee may retain any compensation received for such service if the employee uses annual leave, compensatory leave, or leave without pay for the period of absence. The Town Manager shall be notified of all such occurrences.

11.6. Military Leave

A. An employee in a regular position who is called for active duty, or as a member of the reserve components, of the United States Army, Navy, Air Force, Marines Corps, and Coast Guard will have job restoration rights if:

1. Notice of the call for duty is provided to the Town Manager,
2. The employee has not previously used five years of military leave during his course of employment with the Town,
3. The employee is honorably discharged, and
4. The employee upon the conclusion of military service reports back to work within the statutorily established time periods.

B. Advance Notice Required. An employee must give the Town Manager advanced notice, either orally or in writing, of the call to military service. An employee must provide a copy of the military orders prior to departure. If an employee without justification fails to provide this notice, the employee will not be entitled to be restored to his job at the conclusion of the leave. If military orders were not provided prior to departure, in order to assure job restoration rights, an employee must provide such orders or evidence of military service.

C. Fifteen Days Paid Leave. An employee on military leave who is in a regular position will receive fifteen (15) days of paid leave per federal fiscal year; the remainder of the leave will be without pay. The period of military service will count as "years of service" for the purposes of

annual and sick leave accrual and seniority as if the employee had remained employed during the tour of duty.

D. Continuation of Health Care. When an employee is called to military service, the employee has the right under COBRA to elect to continue health plan coverage for up to 24 months or for the duration of the military leave whichever is shorter.

E. Reporting Back to Work.

1. An employee desiring to return to his position after military service must report back to work within these periods of time (travel time not included):

a. Less than 30 days of service - within 8 hours of the first regularly scheduled work day after returning home;

b. 31-180 days of service - within 14 days of completing military service; and

c. Over 181 days of service - no later than 90 days of completing military service.

2. If the employee is incapacitated, injured, or ill from an illness or injury incurred during military service, the days allotted to report to work commences at the date that the employee recovers from such incapacity or illness provided that two years have not lapsed since discharge.

F. Restoration. Upon return from military service the employee will be placed in the position he or she would have held if he or she had been continually employed. If the employee is no longer qualified to perform the duties of the former position, the employee may be placed in a position of like seniority status and pay. The Town, at its election, may fill on a temporary basis, the position vacated by the employee on military leave.

11.7. Leave Without Pay (LWOP)

A. Department Directors may approve up to 3 days per month of leave without pay for an employee when circumstances justify such an absence. For any additional absences the employee must complete the Leave Without Pay (LWOP) Request Form and submit it to the Department Director who may deny the request or recommend to the Town Manager that such leave is warranted and if given will not impede the operations of the department. All LWOP in excess of three days per month must be approved by the Town Manager. Employees who are on Family and Medical Leave are an exception and are subject to the terms of the provisions in that section.

B. An employee must have exhausted all other forms of leave (as they may be applicable) prior to making a request for LWOP.

11.8. Administrative Leave

Administrative leave is paid leave that an employee may receive the use of at the initiation of the Town Manager. Circumstances that may give rise to administrative leave include but are not limited

to: severe weather conditions, unsanitary or unsafe working conditions, death of a Town employee, and for other good cause.

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Section 12. Training and Development

12.1. Purpose

Training and development opportunities are offered to employees for the purpose of acquiring new skills and abilities and to improve their knowledge base to improve job performance. Training is offered through a variety of methods including: assessing employee training needs and developing organized training plans; developing and using internal instructors wherever possible; and encouraging employees to share training experiences.

12.2. Department Director's Responsibility

The Department Director is responsible for providing employees within their department an opportunity for meaningful training and development with the following constraints: budgeted monies available; job requirements; expected changes in services that will require additional skills and abilities; employee performance; and the recommendations of the Town Manager.

12.3. Required Certifications and Licenses

A. When a specific certification or license is required for the position and budgeted funds are available, the Town may pay or reimburse the employee for the cost of the certification or licensure fee upon successful completion of the qualifying test or exam.

B. Upon such payment or reimbursement by the Town, the employee will be required to remain an employee of the Town for a period of at least one year beyond the date the license or certification was obtained. Failure to work for this year period will bring about the forfeiture of all leave time that the employee has accrued.

C. When seeking reimbursement, the employee must present the Department Director with the awarded certificate or license and proof that the employee paid for the test or exam. A copy of the license or certificate shall be maintained in the employee's personal file.

D. The Town will reimburse the employee for the costs of not more than two (2) attempts at obtaining a license or certificate. The third attempt will be at the employee's expense.

12.4. Workshops, Seminars, and Conferences

Department Directors may authorize employees to attend workshops, seminars, conferences, or other training programs that would directly benefit the Town. The costs of attendance shall be paid by or reimbursed from the department's available funds.

12.5. Higher Education

A. The Department Director may, from time to time and subject to budgeted funds, permit the reimbursement of certain expenses incurred by employees participating in courses offered by

public institutions of higher education provided such courses are directly related to the employee's job with the Town.

B. Cost. With prior approval of the Town Manager and upon recommendation of the Department Director, an employee may be reimbursed for the basic cost of tuition for any course completed, provided such course is directly job-related and the employee works for the Town for at least one year following completion of the course.

C. Tuition Reimbursement. It is the policy of the Town to reimburse an employee for the cost of job related courses up to a maximum of three (3) courses in any fiscal year, approved by the Town Manager, under the following terms and conditions:

1. Priority will be given to employees who have not been reimbursed during the current fiscal year.

2. Courses are related to the employee's present position. The department director must be able to demonstrate that taking the course will maintain or improve the skills required for the employee's current job or meet express requirements of the department that are a condition of continued employment.

3. Funds are available in the appropriate budget line item.

4. Reimbursement is not available or is not being paid by another source.

5. Reimbursement is limited to tuition and books or to those tests for certification which are required before the employee can receive a grade in the course.

6. Reimbursement is on a course-by-course basis and is not available to employees in Leave Without Pay status. Auditing of courses does not qualify for reimbursement.

7. Reimbursement is contingent upon receiving at minimum a "C" or its equivalent, as defined by the educational institution and credit for the course.

8. Proof of grade and payment must be received by the Town Manager before reimbursement can be processed.

9. Requests must be made in writing to the Town Manager at least 30 days prior to the day class starts.

10. The employee must remain in the employment of the Town of Bowling Green for a least one (1) year after the last class that has been completed or will be required to reimburse the Town for the full amount paid. If the employee has not worked the required year after course completion, and if the Town has not been reimbursed for the costs paid by the Town, then the employee will forfeit all accrued leave hours.

11 The maximum tuition reimbursement shall not exceed three (3) courses in any one fiscal year per employee.

Section 13. Safety Policies

13.1. Purpose

A. The purpose of these Safety Policies stated herein is to provide a framework for the Town to develop a program of actions that will foster a safe place for employees to work and for the public to conduct Town business and enjoy Town-sponsored activities.

B. Every employee should work under the safest conditions possible. Accidents which injure people or damage property cause needless personal suffering, inconvenience, and expense. Every reasonable and practical effort will be made to promote accident prevention.

13.2. Responsibilities

A. All Employees. All employees shall be responsible for following the provisions set forth in this policy and other safety guidelines that will be established by the Town. All employees and the Town will follow generally accepted safety procedures that are applicable to their position, duties, and location. Acceptable State and Federal safety standards and requirements and regulations related to their jobs will also be followed. The responsibilities listed below are a minimum. Employees are encouraged to take additional actions over those listed below to reduce losses due to personal injury or vehicle accident. Safety and loss control is a responsibility that must be shared by all.

B. Department Directors.

1. Department Directors are responsible for maintaining safe working conditions within their departments.

2. All Directors shall:

a. Ensure that all employees in their department comply with appropriate policies and procedures;

b. Inform employees of any initiatives to reduce unsafe conditions;

c. Establish safety rules for their departments and provide and distribute these and other safety procedures that may be created and provide them as SOPs;

d. Provide personal protective equipment to employees, as appropriate;

e. Provide training in safety, loss prevention, and accident response.

f. Correct any unsafe conditions which may exist in the work area;

g. Review all accidents that occur within the department, provide accurate information on the appropriate forms, and make recommendations on ways to prevent a reoccurrence of a similar accident; and

h. Report all accidents and injuries on the proper Virginia Occupational Safety and Health (VOSH) or Virginia Workers' Compensation (VWC) form.

C. Employees

1. Employees are required to exercise due care in the course of their work to prevent injuries to themselves, their co-workers, and the general public. All employees shall:

2. Report all unsafe conditions to their supervisor;
3. Report all accidents immediately to their supervisor;
4. Obey all published safety rules;

5. Operate only machines and equipment on which they have been trained and are authorized by their supervisor to operate; and

~~D. Town Safety Committee.~~

~~1. There shall be created a Town Safety Committee which shall consist of Town Council's Buildings and Grounds Committee, the Town Manager and the Director of Public Works. The Town Safety Committee shall ensure that the Safety Policies incorporates those practices proved to be most effective in preventing injuries, occupational disease, vehicle accidents, and injuries to the public, and damage to equipment and materials.~~

~~2. The Town Safety Committee shall:~~

~~a. Conduct a quarterly review of Town accidents, document any trends and recommend ways to prevent similar accidents from occurring;~~

~~b. Conduct regular inspections of all Town buildings and grounds, and do so at least twice each year;~~

~~c. Set goals, objectives and strategies for the development of a Safety Program; and~~

~~d. Implement safety strategies adopted by the Committee.~~

13.3. Minimum Safety Rules

A. The importance of the safety rules cannot be emphasized enough.

B. The list below are the minimum guidelines that employees are expected to follow.

1. Report all accidents to your supervisor immediately and complete the required written reports;

2. Keep all work areas clean and orderly at all times;
3. Wear seat belts at all times when driving or as a passenger in a vehicle;
4. Wear protective headgear when working in areas where the potential of flying objects, head bumping, or electrical conduction exists;
5. Wear eye protection when working in areas where the potential of airborne debris, dust, flying particles, chips, chemicals, and injurious rays exists;
6. Wear hearing protection when working in areas where prolonged exposure to noise exceeding sound tolerance levels defined by laws exists in accordance with VOSH rules implementing the Occupational Noise Exposure Act Title 29 CFR 1910.95;
7. Wear safety shoes when working in areas where possible injury from articles that can be dropped from vehicle wheels, machines, and nail puncture exists;
8. Wear protective clothing such as gloves, long sleeves, aprons, and long pants when working in areas where wounds and abrasions could occur; and
9. Refrain from engaging in horseplay.

13.4. Violation of Safety Rules

Violation of the Town safety policies may be grounds for discipline, up to and including dismissal, depending on the severity of the violation.

13.5. Reporting Injury on the Job

All employees shall report any accident involving property or vehicle damage, injury to the public, or injury to the employee to their Department Director immediately. When injury to an employee occurs, the employee must report it on the appropriate forms provided by the Department Director no later than 48 hours after the incident.

13.6. Reporting of Other Accidents

Traffic accidents and any other accident or loss shall also be reported to the Department Director immediately. The proper forms must be completed and submitted to the Town Manager no later than 48 hours following the accident or injury.

13.7. Accident Review

The Town Manager shall review the report of investigation accomplished by the Department Director for each accident within two working days of receipt of the accident report with written recommendations on ways to prevent reoccurrence of similar incidents in the future.

13.8. Safety Meetings

Safety training meetings should be held periodically throughout the year within each Department.

13.9. Record Keeping

Each department shall maintain records of accidents and employee participation in safety training for five (5) years in compliance with federal and state requirements.

13.10. Inspections

A. The Department Directors and the Town Safety Committee shall conduct regular, periodic inspections of Town offices, facilities, and work sites. Recommendations to correct any deficiencies found during inspection shall be given to the Town Manager for action.

B. These inspections shall include but not be limited to the following areas, which shall be checked for safety program compliance and sound safety practices at least annually to ensure that:

1. Exits are well marked and accessible;
2. Presence of fire extinguishers and their last inspection date;
3. Proper storage of flammable liquids;
4. Posted, published safety rules;
5. Good housekeeping practices;
6. Equipment and vehicle maintenance records; and
7. Provide Fire Extinguisher Training for employees.

Section 14. Workers' Compensation

14.1. Workers' Compensation Coverage

The Town provides Workers' Compensation insurance coverage for all employees at no cost to the employee. Eligibility for benefits is determined in compliance with the Virginia Workers' Compensation Act (Act). The Act is administered by the Virginia Workers' Compensation Commission (VWC).

14.2. Workers' Compensation Benefit

A. Employees are entitled to receive compensation for an "injury by accident" or an "occupational disease."

B. In order to be covered, an "accident" must:

1. Occur at work or during a work-related function;
2. Be caused by a specific work activity; and
3. Happen suddenly at a specific time (injuries incurred gradually or from repetitive trauma are not covered, although certain diseases caused by repetitive trauma are covered). In order to be covered, a disease must be caused by the work and not be a disease of the back, neck, or spinal column.

14.3. Employees' Responsibility

A. An employee shall report every accident, injury, or occupational illness, regardless of severity, to the Department Director immediately, but in no case later than 48 hours. It is the employee's responsibility to also report it to the VWC. After the report is made, the employee will be asked to complete a written statement or to assist the Department Director in completing a statement on the nature and cause of the accident (including how the injury or illness occurred and the nature and extent of the injury).

B. The employee shall advise the healthcare provider that all medical expenses, including prescriptions, are to be submitted under Workers' Compensation and are not to be billed to the Town's health plan or to the employee personally. The injured or ill employee shall contact the Town Manager should any medical expenses resulting from a compensable occupational injury or illness be improperly billed or processed.

C. It is expected that the employee will keep all medical appointments, medical evaluations, physical therapy, or other related treatments resulting from occupational injury or illness and accept treatment from the attending physician.

14.4. Directors' Responsibility

A. For safety purposes and to prevent future occurrences, the Department Director shall determine the causes of all occupational injuries and illnesses and take the necessary corrective actions.

B. The Department Director is responsible for completing the "Employer's First Report of Accident" form and obtaining the employee's statement. It is recommended that the employee provide a written statement on how the illness or injury occurred and the nature and extent of the injury. If the employee is unable to do so, the Department Director should write the oral statement given by the employee and have the employee sign it or affirm the accuracy of the statement.

C. The Department Director is encouraged to maintain contact with the employee during the period of incapacity in order to obtain a report of the progress being made. Should the employee make a request for light duty, the Department Director shall consult with the Town Manager prior to implementing modified or light duty.

D. The Department Director should ensure that the payroll timekeeper properly records the leave used for Workers' Compensation absences, medical appointments, medical evaluations, physical therapy, or other related treatments associated with an occupational injury or illness appropriately on timesheets as WC/FMLA leave.

14.5. Program Administration

A. The Town Manager has the responsibility to monitor and administer the Workers' Compensation Program.

B. The Town Manager's responsibilities include:

1. Provide appropriate forms, policies and procedures to facilitate timely and accurate reporting of all occupational injury or illness;

2. Review all medical expenses and reports and submit them to the Workers' Compensation Administrator for payment. Whether or not medical expenses are compensable under the Act is determined by the Town Manager;

3. Monitoring the progress and investigation of all Workers' Compensation claims, and where necessary, provide status reports to the Department Director;

4. Train Department Directors and employees, initiate safety orientation and distribution and posting program literature and legal notices;

5. Coordinate claims specifically pertaining to lost time or intermittent leave for payroll purposes; and

6. Maintain files and reports for the occupational injuries or illnesses separate from the personal Town files.

7. Ensure all options to return the employee to work when medically released, take retirement for medical reasons, or use other options to properly address the employee's situation are discussed with the employee to prevent long term absence.

14.6. Workers' Compensation Claim Denied

If a Workers' Compensation claim is denied, an employee may forward the denial letter along with the proper forms to the Town's health plan provider. In most situations, the health plan will pay medical expenses denied.

14.7. Appeal of Claim Denial

An employee has the right to appeal the denial of the claim to the VWC. Appeal forms may be obtained from the Virginia Workers' Compensation Commission office in Richmond. For detailed information, please contact the Finance Department or the Virginia Workers' Compensation Commission, 1000 DMV Drive, Richmond, VA 23220, (877) 664-2566 (Toll Free), or at www.vwc.state.va.us.

14.8. False Claims

Any employee who falsifies an occupational injury or illness or collaborates in making a false claim of an occupational injury or illness is committing a crime. The employee will be subject to the full penalties provided by the law, as well as disciplinary action. If convicted, the employee may also be subject to civil penalties including recovery by the Town of any amount paid in compensation, medical expenses, and/or benefits.

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Section 15. Drugs and Alcohol

15.1. Purpose

A. It is the goal of the Town to establish and maintain a safe and healthy workplace for its employees, free from drug and alcohol abuse, the effects of drugs and alcohol on work performance, and to protect the safety of the public by providing the highest quality of service.

B. The use of alcohol, illegal drugs, or misuse of prescription drugs is not tolerated in the Town's workplace. Such behavior seriously affects job performance and can create a danger to others. In addition, the use of illegal drugs is not acceptable at any time or place. The policy and regulations pertaining to a drug-free workplace must be followed by all employees in the Town.

15.2. Drug-Free Workplace

A. All Town work sites shall be maintained as drug-free workplaces.

B. No employee shall unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined in Schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by federal regulation in 21 CFR §§ 1300.11 through 1300.15.

C. "Workplace" is defined to mean any site for the performance of work by an employee, including but not limited to any Town building or premise; any Town-owned vehicle; any building or premise used by the Town for Town business; and any non-Town property during any Town-sponsored or Town-approved activity, event or function. "Workplace" also includes all Town-owned property such as, but not limited to, offices, desks, lockers, safes, file cabinets, and toolboxes.

D. As a condition of employment, each employee shall:

1. Notify the Department Director of a conviction of any criminal drug charge no later than 5 days after such conviction; and

2. Abide by the terms of this Town policy and regulations respecting a drug-free workplace.

15.3. Drug and Alcohol Testing

A. Drug and/or alcohol tests will be required in the following situations:

1. Pre-employment test after a conditional offer of employment has been given to applicants for positions that are deemed to be safety sensitive, require a CDL license, require the operation heavy equipment or carrying of firearms, or other positions that the Town Manager may identify or has identified;

2. When there is reasonable suspicion that an employee, while at work, is under the influence of, or impaired by, use of illegal drugs or alcohol;

3. On a random basis for employees in positions that are safety sensitive, require a CDL license, or who have consented to random testing; and

4. On a random basis upon the return to work and for 12 months following the return to work for employees who have tested positive on a drug or alcohol test administered under this policy and who have successfully undergone substance abuse treatment.

B. Refusal to Submit to Test. In all cases, a refusal to submit immediately to a drug or alcohol test when requested, including failure to appear for testing or a verified positive test finding of alcohol or illegal drug use will subject the employee to the full range of disciplinary action up to and including dismissal; or in the case of an applicant, the withdrawal of a conditional offer of employment.

C. General Test Procedures. The Town's drug and alcohol testing program will be administered as follows:

1. An evidential breath-testing device operated by a trained breath alcohol technician will be used to test for the presence of alcohol;

2. Urinalysis will be used for the detection of controlled substances. Each sample will be screened, and if positive, then confirmed using gas chromatography/mass spectrometry (GCIMS). The panel includes screening for amphetamines, marijuana, cocaine, opium, and phencyclidine (PCP);

3. An employee who is to be tested will be required to sign an authorization and consent form releasing the information to the Town; and

4. The cost for all drug or alcohol tests ordered will be paid by the Town.

D. Urine Testing Protocols

1. An employee subject to urine testing under this policy will be permitted to provide the urine specimen in a manner so that the employee is not observed while actually providing the specimen.

2. Should the person who administers the test have reason to believe that the employee has altered or substituted the urine specimen provided a second sample will be obtained under direct observation of a same gender collection site person.

3. When a drug test is positive, the Medical Review Officer employed by the laboratory will allow the employee to provide medical evidence that the positive test result was due to causes other than the use of illegal drugs.

4. If the Medical Review Officer determines there is no legitimate reason for the positive result, the result will then be considered a verified positive test result. The Medical Review

Officer will timely and confidentially notify the Town Manager in writing of the verified positive test result.

E. Guidelines for Reasonable Suspicion Testing

1. When there is reasonable suspicion to believe an employee has used, is impaired by, or is under the influence of drugs or alcohol, a drug and/or alcohol test will be required. The reasonable suspicion decision must be based on “specific, contemporaneous, particular observations concerning the appearance, behavior, speech, and/or body odors of the employee.” When a Department Director has reason to believe that an employee has used, is impaired by, and/or is under the influence of drugs or alcohol, the Director should ask the Town Manager to corroborate the Director’s observations.

2. The following examples, alone or in combination, may comprise reasonable suspicion. The list is intended to be illustrative, not all-inclusive:

- a. Unexplained inability to perform normal job functions;
 - b. Slurred speech;
 - c. Smell of alcohol or drugs on breath;
 - d. Any unusual lack of physical coordination or loss of equilibrium;
 - e. Unexplained hyperactivity or depression and withdrawal;
 - f. Unexplained inability to think or reason at the employee’s normal level;
- and/or
- g. Unusual or bizarre behavior.

3. When reasonable suspicion is determined, the supervisor shall contact the Town Manager to discuss the observations and to determine whether a drug or alcohol test should be administered. Should the Town Manager not be available, the test can be ordered by the Department Director. Once a test is ordered, arrangements must be made with the Town’s designated testing center. The employee will be transported to the testing site.

4. A written report of the observations leading to the reasonable suspicion test, signed by the Department Director, who made the observation, is to be done within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier. All records should immediately be sent to the Town Manager.

F. Confidentiality of Test Results. All records and information involving an employee with a positive test result shall be maintained in confidential and secured file by the Town Manager and disseminated only to authorized individuals on a confirmed “Need to Know” basis.

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Section 16. Standards of Conduct

16.1. Purpose

A. The Standards of Conduct are intended to promote the orderly, efficient, and effective operation of the Town's responsibilities.

B. All Town employees shall conform to these standards and conduct themselves in a responsible and productive manner. An employee shall not violate the public trust, discredit the Town or its employees, or hinder the effective performance of the Town's governmental or proprietary functions.

16.2. At-Will Employment

A. The standards are guides for acceptable conduct and do not negate the employment at-will relationship. An individual's employment with the Town is entered into voluntarily and the employee may resign at any time and for any or no stated reason.

B. Similarly, the Town may end the employment relationship at any time and for any or no stated reason. Such termination of employment must comply with Section 18 of these Policies.

16.3. Director's Responsibility

Department Directors shall be responsible for administering disciplinary measures consistent with the procedures set forth in this section. If the appropriateness of specific conduct or discipline is in question, the Department Director should consult with the Town Manager to determine the proper disciplinary action. Written notification of the disciplinary measure shall be delivered to the employee as prescribed herein and a copy forwarded to the Town Manager for placement in the employee's personal Town file.

16.4. Disciplinary Measures

A. Department Directors are to apply disciplinary measures fairly and consistently. Disciplinary measures of less severity than discharge shall generally be taken to correct inappropriate conduct; however, under certain circumstances, discharge may be appropriate for first incidents of misconduct.

B. Communication. The most effective means of discipline is effective and regular communication between the Director and the employee about the expected performance and behaviors. On-going feedback tends to foster greater teamwork and productivity; it also results in performance issues being identified and corrected early.

C. Corrective Measures

1. Any corrective measure shall take into consideration the mitigating or aggravating circumstances surrounding the misconduct, the employee's history, and the impact of the misconduct

on the effective operation of the Town. Progressive discipline is encouraged but not required. A verbal reprimand or warning is usually the first step. Should the conduct repeat itself, a written reprimand should follow. Depending upon the conduct and the circumstances in which it occurred, termination may be an appropriate consequence for the first incident. In lieu of termination, less severe action such as a suspension without pay or a demotion may be an alternative.

2. Before an employee is suspended or dismissed, the Department Director should meet with the employee to discuss the misconduct and to find out if there are any mitigating circumstances. The employee shall be provided an opportunity to respond.

D. Types of Disciplinary Actions

1. Verbal Warning. An informal verbal communication from a Director or the Town Manager to an employee explaining exactly what conduct is unacceptable and how similar conduct shall be avoided in the future.

2. Written Reprimand. The formal written communication to an employee for the purpose of addressing the unacceptable conduct.

3. Suspension. A separation from employment without pay for the purpose of reprimanding an employee for unacceptable conduct. An employee who is suspended without pay shall not accumulate sick or annual leave during the pay periods in which the suspension occurred.

4. Disciplinary Demotion. A disciplinary demotion is the assignment of an employee to a lower-classified position for inappropriate conduct. Demotion may not be used as a disciplinary measure if the employee does not qualify for the position in the lower pay grade, or if the demotion would displace another employee. A disciplinary demotion shall be accompanied by a reduction in pay grade and pay.

5. Dismissal. A termination of employment for unacceptable conduct. An employee who is dismissed forfeits all payment for any accumulated annual and sick leave.

E. Notification of Suspension, Demotion, or Dismissal. The written notification concerning an employee's suspension, demotion, or dismissal, shall be delivered in person to the employee while the employee is at work or sent by certified mail to the employee's last known address.

F. Authority to Issue Disciplinary Action

1. The types of disciplinary actions and the level of authority to administer the actions are listed below.

<u>Type of Action</u>	<u>Authority to Approve</u>
Verbal Warning	Department Director
Written Warning	Department Director
Suspension	Town Manager
Demotion	Town Manager
Dismissal	Town Manager

2. Whenever the Department Director is absent or not available disciplinary measures may be taken by the Town Manager during the period of absence.

G. Criminal Charges

1. If charged with a felony or other criminal offense, an employee shall report such criminal charge to the Department Director within one (1) workday of receipt of notice of the charge. The Department Director shall contact the Town Manager who shall have the matter investigated.

2. If the criminal offense is of such nature that the employee's continued performance of Town duties poses an immediate threat to co-workers or impairs the effective performance of the employee's duties, the Town Manager may indefinitely suspend or terminate the employee.

3. The conviction of a felony offense is immediate grounds for termination. The conviction of lesser crimes may be grounds for termination.

16.5. Types of Misconduct

A. Types of misconduct are provided to assist Department Directors in administering discipline in a fair and consistent manner and to inform employees of the more frequently encountered misconduct.

B. The following examples of misconduct are neither all-inclusive nor in order of severity.

1. Rudeness, offensive, hostile, obscene language used while at work or while engaged in Town business;

2. Careless or negligent maintenance, handling, or use of Town property;

3. Excessive absences, tardiness, or abuse of time while at work, including excessive personal telephone calls or personal visits;

4. Unjustified absence from the workstation or department without notice and/or appropriate permission;

5. Stopping work before the specified end of a working day or starting work after the specified beginning of the work day without prior approval;

6. Horseplay, pranks, or non-work related activity in the workplace;

7. Posting or removal of notices, signs, or other writing in any form on any Town bulletin boards without permission;

8. Unauthorized solicitation of employees or others in the workplace or on Town property;

9. Unauthorized distribution of literature or any other material in the workplace or on Town property;
10. Conviction of a moving violation while operating a Town vehicle or item of equipment which is operated on a public road;
11. Refusal to follow a supervisor's instructions or perform assigned work;
12. Violation of safety rules;
13. Sleeping on the job;
14. Reporting to work under the influence of alcohol or unlawful controlled substances;
15. Failure to report to work without proper notice to and approval from your supervisor;
16. Unauthorized use of Town vehicles or equipment or unauthorized removal of such from Town property;
17. Use of sick leave for any purposes other than as outlined in this Manual;
18. Threatening or otherwise interfering with the work of fellow employees or supervisors;
19. Acceptance of gifts or gratuities from any person, company, corporation, or any other act that constitutes a conflict of interest under the State and Local Government Conflict of Interest Act;
20. Failure to report known work-related illegal activity of any employee;
21. Unauthorized non-Town employment or activity, which interferes with the performance of an employee's assigned duties and responsibilities;
22. Unlawful use of alcohol, use of illegal drugs, or unlawful possession of controlled substances on Town property;
23. Discrimination or harassment of a protected class, whether an employee or a member of the general public;
24. Falsification of Town records, including, but not limited to vouchers, time records, leave records, insurance claims, or the application for employment;
25. Two or more garnishments involving more than one creditor during any 12-month period;
26. Theft or unauthorized removal or use of Town property or employee property;

27. Unauthorized possession of firearms or other weapons in the workplace or on Town property or vehicles;
28. Participation in any kind of work slowdown, sit down, or similar concerted interference with Town operations;
29. Unauthorized use of Town documents, records, or confidential information;
30. Dishonesty, lying, stealing, or cheating, including lying on one's Town employment application;
31. Failure to report being charged with a felony or other criminal offense within one workday of notification of the offense;
32. Unauthorized access or use of Town documents, records, or confidential information that does not fall into the category of public information and for which specified steps are not followed;
33. Any criminal conviction for an act occurring in the workplace or outside of the workplace which is related to job performance, or is of such a nature that to continue the employee in the assigned position could constitute negligence on the part of the Town in regard to the Town's duties to the public or other employees, or which adversely affects the reputation of the Town, or is conduct unbecoming of an employee;
34. Any other conduct having adverse effect on the employee's work responsibility in the conduct of Town business;
35. Boisterous or disruptive activity, fighting, or threatening violence in the workplace;
36. Unauthorized use of telephones, mail system, credit cards, computer systems including peripheral equipment, or other Town-owned property;
37. Violation of Town rules, policies, ordinances, procedures, or applicable federal/state regulations; and
38. Improper use of authority or position.

16.6. Other Reasons for Dismissal

Dismissals may be warranted in other circumstances where the employee does not meet the conditions of employment for the position, such as unsatisfactory job performance, failure to maintain valid licenses or other qualifications necessary to perform the job, or inability to perform the work required.

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Section 17. Grievance Procedure

17.1. Purpose

The purpose of the grievance procedure is to afford an immediate and impartial method for the resolution of disputes which may arise in the workplace.

17.2. Coverage of Personnel

A. Eligible Personnel. Employees who have completed the probationary period and are in regular full-time and regular part-time positions may utilize the grievance procedure.

B. Ineligible Personnel. The following classes of employees are not eligible to utilize the grievance procedure:

1. Seasonal, Temporary, or Limited term positions
2. Contract employees
3. Appointees of elected officials or elected groups.

4. Law enforcement officers who have elected to proceed pursuant to the procedural rights afforded in 9.1-500 et seq. of the Code of Virginia.

17.3. Definition of Grievance

A. A grievance is a complaint or dispute by an employee relating to his or her employment, including, but not limited to:

1. Disciplinary actions, including dismissals, demotions and suspensions, provided that such dismissals result from formal discipline or unsatisfactory job performance;

2. The application of personnel policies, procedure, rules and regulations including the application of policies set forth in ordinances and statutes;

3. Retaliation as a result of using this Procedure or participating in the formal grievance of another Town employee under this Procedure, or complying with the laws of the United States or the Commonwealth of Virginia as well as reporting any violation of such laws to a governmental authority, or seeking any change in law before the United States Congress or the Virginia General Assembly; and

4. Discrimination on the basis of race, color, religion, age, disability, national origin, gender, marital status, and/or political affiliation.

17.4. Complaints That Shall Not Be Grieved

A. The Town Council reserves the exclusive right to manage the affairs and operations of the Town government. Therefore, the following complaints cannot be grieved:

1. Establishment and revision of wages and salaries, including position classification and performance evaluations and/or concomitant pay increases, or general benefits;
2. Work activity accepted by the employee as a condition of employment or which may reasonably be expected to be a part of the job content;
3. The contents of adopted ordinances, adopted statutes, adopted personnel policies, or established procedures, rules and regulations;
4. Failure to promote, except where the employee can show that adopted personnel policies or established procedures were not followed or fairly applied;
5. The methods, means and personnel by which work activities are to be carried out, some examples are:
 - a. The provision of equipment, tools, and facilities necessary to accomplish tasks except where condition or unavailability creates an unsafe or hazardous situation;
 - b. The scheduling and distribution of manpower/personnel resources; and
 - c. Training and career development
6. Termination, layoff, demotion or suspension from duties because of lack of work, reduction in workforce, or job elimination except where such action affects an employee who has been reinstated within the previous six months as a result of the final determination of a grievance. (In any grievance brought under the exception, the action shall be upheld upon a showing by the Town that there was a valid business reason for the action and the employee was notified of such reason in writing prior to the effective date of action.)
7. The hiring, promotion, transfer, assignment, and retention of employees within the Town service; and the relief of employees from duties, or action necessary to carry out such duties, during declared emergencies by the Town, County, State or Federal Government.

17.5. Town Manager's Responsibilities

A. The Town Manager shall:

1. Open a file and assign a number to each written grievance;
2. Ensure that all parties are aware of the process;
3. Monitor procedures and adherence to time frames;

4. Notify either party of noncompliance;
5. Maintain appropriate documentation, and
6. Perform all other responsibilities as specified in the Grievance Procedure.

17.6. Procedure for and Conduct of Grievance Meetings

A. Time Limits. For purposes of this Procedure, the term “days” shall be defined as calendar days and time periods shall commence on the day following the day on which triggering action was taken and run without regard to weekends or holidays. If a time period ends on a weekend or holiday, the last day of the time period shall be the end of the first business day following the weekend or holiday.

B. Mutually Agreed Extension. Time limits established under this Procedure are intended to be strictly followed and enforced. However, in the interest of fairness, a time limit may be extended if both parties agree to such extension in writing.

C. Forms. All stages of the Grievance Procedure beyond the First Step shall be put in writing on forms available from the Town Manager.

D. Employee Expectations. When an employee submits the grievance in writing on the appropriate form, he or she shall specify the specific relief expected by using the Grievance Procedure. The grievant shall be entitled only to the relief specifically requested if the grievant prevails.

E. Hearings During Business Hours. Insofar as practical, all grievance meetings shall be held during normal Town working hours.

F. Witnesses. The grievant and Town Manager may call witnesses at any step of the Grievance Procedure. All witnesses, including the grievant, if the grievant should testify, shall be subject to examination and cross-examination. Witnesses shall be present only while providing testimony.

1. Lost Wages. Town employees who are necessary participants at grievance hearings shall not lose pay for time lost from their jobs and will not be charged leave because of attendance at such hearings.

2. Representatives. At the Step Three meeting, the grievant, at his option, may have a representative of his choice present. If the grievant is represented by legal counsel, the Town has the option of being represented by legal counsel. A person shall not serve as both a representative and a witness.

G. Record. The use of recording devices or a court reporter is not permitted at the Step One, Two, and Three meetings.

H. Appeal. When a grievant has obtained partial relief at one level of the Grievance Procedure and decides to pursue to the next higher level, the appeal shall be on the original

grievance and the relief requested. An appeal constitutes a rejection of the partial relief that was offered at the previous level.

I. Rules of Evidence. Hearings are not intended to be conducted like court proceedings and the rules of evidence do not necessarily apply.

J. Presentation and Examination. Except in cases involving disciplinary action, the grievant shall present his evidence first. All witnesses, including the grievant, shall be subject to examination and cross-examination.

17.7. Grievability

A. To Determine Grievability

1. Decisions regarding grievability (whether the grievance falls within the definition of a grievance), including the question of access to the Grievance Procedure, shall be made by the Town Manager pursuant to procedures set forth below. Decisions shall be made at the written request of the grievant or the Department Director within 10 days of such request. A copy of the ruling shall be sent to the grievant and to the grievant's Department Director. The issue of grievability may be raised at any time prior to the Step Four grievance panel hearing. Once raised, the issue of grievability and/or access shall be resolved before further processing for the grievance.

2. A request that grievability be determined shall freeze the time limits under this Procedure. Time limits shall begin to run again the day after the decision on grievability made by the Town Manager or the Circuit Court is received by the grievant.

B. To Appeal Grievability Decision

1. Decisions by the Town Manager that an issue is not grievable may be appealed by the grievant to the Circuit Court of Caroline County. Proceedings for the review of the decision of the Town Manager shall be instituted by filing a notice of appeal with the Town Manager within 10 calendar days after the date of the decision by giving a copy of such notice to the Department Director.

2. Within 10 calendar days after receiving the notice of appeal, the Town Manager shall transmit to the Clerk of Circuit Court of Caroline County a copy of his decision, a copy of the notice of appeal, and any exhibits, which may have been provided in connection with the resolution of the issue of grievability. A list of the evidence furnished to the court shall also be furnished to the grievant. The failure of the Town Manager to transmit the record within the time allowed shall not prejudice the rights of the grievant. If the Town Manager fails to transmit the record within the time allowed, the Circuit Court, on motion of the grievant, may issue a Writ of Certiorari requiring the Town Manager to transmit the record on or before a certain date.

3. Within 30 calendar days of receipt of the record by the Clerk of Court, the Court, sitting without a jury, shall hear the appeal on the record transmitted to the Court and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The Court may receive such other evidence as the ends of justice may require. The Court may affirm, reverse, or modify the decision of the Town Manager. The decision of the Court is final and is not

appealable. All matters, from the institution of a request that the Town Manager determines grievability through notation of appeal of an adverse decision by the Town Manager, shall be recorded on forms provided by the Town Manager.

C. If Determined Non-Grievable. The determination that is a complaint is non-grievable or that the employee does have access to the grievance procedure, by either the Town Manager or the Circuit Court of Caroline County shall not be construed to restrict an employee's right to seek, or management's right to provide, customary administrative review of complaints outside the scope of the Grievance Procedure.

17.8. Consolidation of Grievances

If more than one grievance is filed arising from the same factual circumstances, the Town Manager may, at any time prior to the grievance panel hearing, consolidate those grievances for joint processing. If the grievances are consolidated, all time limits set forth in this Grievance Procedure shall thereafter be calculated from the date of the consolidation. Once consolidated, the grievances shall be processed as a single matter.

17.9. Step One: Employee Actions

A. Employee. An employee who believes he or she has a grievance and wishes to utilize this Grievance Procedure shall discuss the grievance informally with his or her immediate supervisor within 20 calendar days of the occurrence of the incident giving rise to the grievance or within 20 calendar days following the time when the employee reasonably should have gained knowledge of its occurrence. At this time, the grievance need not be submitted or resolved in writing. Within 5 days of such discussion, the immediate supervisor shall respond to the employee with respect to the particular grievance.

B. Mutual Agreement. The employee and the immediate supervisor may arrive at a mutually satisfactory resolution during their discussion. Either party may contact the Town Manager for consultation in doing so.

C. Complaints regarding Discrimination or Retaliation. If the grievance alleges discrimination or retaliation by the immediate supervisor the grievant is not required to present the grievance to or meet with the person who allegedly took the discriminatory or retaliatory actions.

17.10. Step Two: Department Director Level

A. Notify Department Director. If the grievant is not satisfied with and does not accept the Step One response, and the grievant wishes to advance to Step Two of the Grievance Procedure, the grievant must file a completed Grievance Form, (available from the Town Manager) identifying specifically and in detail the nature of the grievance and the relief desired. The grievant must present the Grievance Form to the Department Director within 10 calendar days of the immediate supervisor's reply to Step One.

B. Director Meets with Grievant. Within 10 calendar days of the receipt of the grievance, the Department Director shall hold a meeting with the grievant to review the grievance. The meeting

may be adjourned to another time and place by agreement of both parties. The grievant and Department Director may discover and agree on a mutually satisfactory resolution. A written reply to the grievance shall be provided by the Director to the grievant within 10 calendar days after meeting.

C. Director is the Immediate Supervisor. If the grievant's immediate supervisor is also the Department Director, the grievant shall pass by the second Step of this Procedure and proceed immediately to Step Three.

17.11. Step Three: Town Manager Level

A. Notify Personnel. If the grievant is not satisfied with the Step Two written response, or the grievant's immediate supervisor is his or her Department Director, the grievant may advance to Step Three of the Grievance Procedure. The grievant shall notify the Town Manager by indicating on the Grievance Form, a request for a meeting with the Town Manager. The request shall be submitted to the Town Manager within 10 calendar days of receipt of the Step One or Step Two response, whichever applies.

B. Town Manager. Within 10 calendar days of receipt of the Grievance Form, the Town Manager shall schedule and hold a meeting with the grievant to review the grievance. The meeting may be adjourned to another time or place by agreement of the parties. A written reply to the grievance shall be provided to the grievant by the Town Manager within 10 calendar days after the meeting.

17.12. Step Four Procedure: The Grievance Panel

A. Notify Town Manager. If the grievant is not satisfied with the Step Three written response and wishes to advance to Step Four of the Grievance Procedure, the grievant shall notify the Town Manager indicating on Grievance Form the request for a grievance panel hearing. The request shall be submitted to the Town Manager within 10 calendar days of receipt of the Third Step response.

B. Panel Arrangements. An impartial grievance panel shall be constituted for hearing the grievance.

C. Composition of the Grievance Panel.

1. The Grievance Panel shall be composed of 3 members who shall be chosen in the following manner:

a. One member shall be appointed by the Town Manager

b. One member shall One member shall be appointed by the grievant;

c. The third member shall be chosen by the members appointed by the Town and the grievant. If unable to agree on a third member, the chief judge of the Circuit Court of Caroline County shall select the third Panel member; and

2. In cases of termination of Town employees or grievances including a charge of retaliation, at the option of the Town Manager or designee, the Town may use an administrative hearing officer as the third panel member. In that event, the hearing officer shall be appointed by the Executive Secretary of the Supreme Court from the list of administrative hearing officers maintained by the Executive Secretary pursuant to Virginia Code 9-6.14:14.1. The appointment shall be made from the appropriate geographical area on a rotating basis. The Town shall pay the cost of the hearing officer's services.

3. Prohibited From Serving on Grievance Panel. The Grievance Panel shall not be composed of any persons having direct involvement with the grievance being heard by the Panel, or with the complaint or dispute giving rise to the grievance. Managers who are in a direct line of supervision of a grievant, persons residing in the same household as the grievant and the following relatives of a participant in the grievance process or a participant's spouse are prohibited from serving as Grievance Panel members; spouse, parent, child, descendants of a child, sibling, niece, nephew, and first cousin. No attorney having direct involvement with the subject matter of the grievance, nor a partner, associate, employee or co-employee of the attorney shall serve as a Grievance Panel member.

4. Grievance Panel Selection Timeframe. Both the grievant and Town Manager shall make their appointments to the Grievance Panel within 10 calendar days after the request for a panel hearing is received. The two members shall select the third member within 10 calendar days, and shall notify the Town Manager and the grievant of their decision.

5. Chairperson of Grievance Panel. The third Grievance Panel member shall chair the hearing. After consulting with the Town Manager and the grievant, the Chairperson shall set the time for the hearing. Notice shall be given to the grievant and the Town Manager. The hearing shall be held as soon as possible, allowing sufficient time for access to records as specified below.

D. Conduct of Grievance Panel Hearing. The Grievance Panel shall conduct the hearing as follows:

1. Attendance. At the request of either party the hearing shall be private and limited to the grievant, the Grievance Panel members, legal counsel or other representative of the grievant and the Town, witnesses as they are called to testify, and official recorders. However, the panel reserves the right to determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing.

2. Grievance Panel's Deliberations. The panel shall consider any grievance de novo without regard to any proposed disposition at an earlier stage in the Grievance Procedure.

3. The Grievance Panel may at any time ask parties or their representatives for statements clarifying the issues involved in the grievance.

4. Exhibits, when offered by the grievant or the Town, may be received as evidence by the Grievance Panel, and when so received shall be marked and made a part of the record. Prior to the hearing, the parties shall exchange exhibits and a list of potential witnesses.

5. The parties may offer evidence and cross examine witnesses and shall produce such additional evidence as the Grievance Panel may deem necessary to an understanding and determination of the dispute. The formal rules of evidence do not apply. The

6. Grievance Panel shall be the judge of relevancy and materiality of any evidence offered. All the evidence shall be taken in the presence of the Grievance Panel and the parties. The grievant shall proceed first in all matters other than discipline, and shall bear the ultimate burden of persuasion. At the conclusion of the grievant's evidence, the Town shall have the opportunity to present its evidence. All parties shall be afforded a full and equal opportunity for the presentation of their evidence.

7. At the conclusion of the presentation of the evidence, the Chairperson shall specifically inquire of all parties whether they have any further proof to offer or witnesses to be heard. Upon receiving a negative response, the Chairperson shall permit the parties to summarize their cases and shall then declare the hearing closed.

8. The hearing may be reopened by the Panel on its own motion or upon application of a party for good cause shown at any time before a final decision is made.

9. Upon the request of the Grievance Panel, by the Town Manager, or the grievant, the Town Manager shall ensure that a verbatim record of the hearing is made and retained in his custody for 12 months or until the grievance proceedings are completed, whichever is longer. The record may be a taped recording. The grievant shall be entitled to a copy of such record upon payment of a reasonable fee, including costs of providing verbatim record.

10. Costs of Panel.

a. The grievant shall bear the reasonable costs and expenses, if any, of his Grievance Panel member.

b. The Town shall bear the reasonable costs and expenses, if any, of its panel member and those of the third party member unless the grievant objects.

c. Compensation. No person shall receive any compensation, whether monetary or otherwise, for his or her time in serving as a member of a Grievance Panel. Notwithstanding this prohibition, a Town employee serving as a member of the Grievance Panel may receive his or her usual Town pay for the period he or she serves on such Grievance Panel.

11. Information about Grievance. The Town shall provide the panel with copies of the grievance record prior to the hearing and shall provide the grievant with a list of documents furnished to the Grievance Panel.

12. At least 10 calendar days prior to the scheduled Grievance Panel hearing, the grievant and the Town shall exchange all documents to be introduced at the Grievance Panel hearing. A potential witness list must also be produced and shared. The parties have the right to supplement the list of potential witnesses and documents until 3 days prior to the hearing or at a later date if the Chairperson so allows.

13. Representation. Both the grievant and the Town may be represented by legal counsel or other representative at the panel hearing. Such representatives may examine, cross-examine, question, and present evidence on behalf of the grievant or the Town before the Panel without being in violation of the provisions of the Virginia Code Section 54.1-3904. A person shall not serve as both a representative and a witness for the grievant.

14. Other Panel Procedures. In all matters not otherwise covered by this Section, the Grievance Panel shall determine the procedures to be followed.

17.13. Decision of the Grievance Panel

A. General. The decision of the Grievance Panel shall be in writing and mailed by the Chairperson to the Town Manager and the grievant not later than 15 days after the completion of the hearing. The decision shall summarize the grievance and the evidence, shall make specific findings of fact, and shall state in full reasons for the decision, and the remedy to be granted. Decisions shall be by majority vote of the entire Grievance Panel. The decision of the Grievance Panel shall be final and binding if it is consistent with law and written policy.

B. In Favor of Grievant

1. If the Grievance Panel finds, based on the greater weight of the evidence, that the grievant has been denied a benefit or wrongly disciplined, it shall have the authority to reverse, reduce, or otherwise modify such action and, where appropriate, to order the reinstatement of such employee to his former position with back pay. Provided, however:

2. Back pay shall not exceed pay for time actually lost due to such suspension or dismissal, in an amount the Grievance Panel determines to be equitable.

3. Any award of back pay shall be offset by interim earnings the grievant earned during the period of separation.

4. Restoration of annual and sick leave shall not exceed leave actually lost due to such suspension or dismissal, in an amount the Grievance Panel determines to be equitable.

C. The Grievance Panel's Authority. The Grievance Panel shall not have the authority to do any of the following:

1. Formulate policies or procedures;

2. Alter existing policies or procedures;

3. Circumscribe or modify the rights of the Town as outlined in this Procedure;

4. Exonerate an employee from all discipline when the employee admits guilt or when the employee's guilt is proven by the greater weight of the evidence presented to the panel; and/or

5. Grant relief greater than that which the grievant has requested on the Grievance Form.

17.14. Implementation of Remedy

A. Grievance Panel Decision. The Grievance Panel Decision must be consistent with the law and existing Policy, adopted or established. If the decision of the Grievance Panel is inconsistent with any law or applicable policy, either party may request the Grievance Panel to reconsider its decision.

B. Remedy. The Town Manager shall implement the relief granted by the Grievance Panel, provided that such decision is consistent with law and existing written policies. If the Town Manager finds the Grievance Panel's decision is not consistent, he shall not implement the decision of the Grievance Panel.

C. Implementation. The grievant or Town Manager may petition the Circuit Court of Caroline County for an order to implement the decision of the Grievance Panel.

17.15. Compliance

A. Notification. After the initial filing of a written grievance, failure of either part to comply with all substantial procedural requirements of the Grievance Procedure, including the Grievance Panel Hearing, without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within 5 calendar days of receipt of written notification by the other party of the compliance violation. Such written notification by the grievant shall be made to the Town Manager.

B. Extensions. The Town Manager may require a written explanation of the basis for just cause extensions or exceptions. The Town Manager shall determine compliance issues. Compliance determinations made by the Town Manager shall be subject to judicial review, which shall be initiated by the grievant by filing a petition with the Circuit Court within 30 calendar days of the compliance determination.

17.16. Assistance with Grievance Procedure

Assistance in the use of the Procedure and forms to be used are available from the Town Manager or his designee.

Section 18. Separation From Town Employment

18.1. Resignation, Layoff, Dismissal, or Retirement

A. An individual's employment with the Town is entered into voluntarily and the employee is free to resign at any time and for any or no stated reason. Similarly, the Town may end the at-will employment relationship at any time and for any reason. No notice is required.

B. Employment with the Town may be terminated through one of the following personnel actions:

1. Resignation. Voluntary termination of employment initiated by an employee.

2. Layoff. An involuntary separation of employment due to temporary or indefinite reduction in workforce caused by economic conditions, lack of work, reorganization, insufficient funds, change in operational and manpower needs, or other appropriate reasons.

3. Dismissal. An involuntary termination of employment initiated by the Town as a result of an employee's unsatisfactory work performance, misconduct, or inability to perform the job.

4. Retirement. The termination of employment for the purpose of receiving VRS annuity retirement benefits.

18.2. Resignation

A. In order to resign in good standing an employee must submit a signed written letter of resignation to the Department Director or Town Manager at least 14 days before the effective resignation date. Department Directors should give the written notice at least 30-days in advance. The resignation notice shall be signed by the employee and include the last date of employment, and the date the notice is submitted. The Department Director and the resigning employee, by mutual consent, may waive or modify the advance notice requirement. The Town Manager and Department Director, by mutual consent, may waive or modify the advance notice requirement. Failure to give appropriate notice may be grounds for refusal to re-employ the individual and/or a forfeiture of money owed for accrued leave.

B. A Department Director shall immediately forward the resignation to the Town Manager for processing so that an exit interview may be scheduled.

C. An employee may rescind the resignation provided the resignation has not been accepted. Once the resignation has been accepted, the resignation may only be rescinded with the approval of the Town Manager.

18.3. Retirement

A. Eligible employees who are planning to retire should submit written notice to their Department Director or Town Manager at least 4 months prior to the effective retirement date. The

written notice shall be forwarded to the Town Manager. The 4-month time frame is required to ensure sufficient time to process all retirement benefits with VRS and to assure that retirement benefits will commence at the desired retirement date.

B. Retirement benefits are offered through the Virginia Retirement System (VRS) and outlined in the VRS Handbook for Members.

C. Payment for any leave balance for which the employee is eligible shall be paid in a lump sum. It is not permissible to delay the effective date of retirement by using accrued paid leave or compensatory time.

D. There is no mandatory retirement age. An employee's ability to perform work is evaluated without regard to age.

18.4. Dismissal

An employee may be dismissed for any reason.

18.5. Separation Date

Whenever an employee separates from Town employment, the effective date of separation will be the last day that the employee is physically on the job unless the employee was on pre-approved leave.

18.6. Exit Interview

A. All employees who resign are requested to complete an exit interview. During the interview, the reasons for resignation and the timing for the return of Town property will be discussed as well as what benefits the employee may expect to receive. The employee's viewpoints on subjects such as pay, benefits, training, and working conditions can provide valuable information for the Town.

B. Some benefits may be continued at the employee's expense if the employee so chooses. The Town Manager will conduct the exit interview during the employee's last week on the job. Completed exit interviews are kept separate from an employee's official personnel file.

18.7. Return of Town Property

Employees are responsible for returning all Town property, materials and written information issued to them. Items to be returned include, but are not limited to, keys to buildings, offices, files, desks, equipment, and vehicles; uniforms; safety equipment; tools; credit cards; and manuals. If an employee fails to return Town property as stated in this policy, the Town will pursue all legal remedies in order to recover the property and seek compensation for its corresponding value if such property has been destroyed.

18.8. Final Paycheck

Payment for any compensatory time and/or accrued paid leave to which the employee is eligible shall be paid in a lump sum on the payday following the date of separation or the subsequent payday depending on the date payroll is processed. For purpose of unemployment compensation, the payment for the accrued leave shall be allocated to future pay periods.

18.9. Layoff Procedure

A. The Town Council and the Town Manager have the right and obligation to manage the workforce in a manner that best serves the interests of the Town. Because of reduced appropriations, lack of sufficient work or funds, or Town-wide or departmental reorganization, lay-offs may be necessary to reduce positions allocated to a department. A lay-off or a reduction in force (RIF) shall be approved by the Town Council.

B. Unless the Town Council instructs differently, the following is the general procedure and order for a layoff:

1. A layoff will be managed on an individual department basis. The Town Manager and the Department Director will identify those organizational sections, job classifications, positions, and individuals affected;

2. Upon identifying the specific classifications requiring reduction in personnel, the layoff will follow this order:

- a. Seasonal part-time employees;
- b. Regular part-time employees;
- c. Employees of less than 1 year's seniority; or
- d. Full-time employees

3. In order to provide for a uniform, fair, equitable, and effective determination of the individuals to be laid off within each of the classes listed above, other factors to be considered shall be:

- a. Performance; or
- b. Length of service.

4. Insofar as practical, all employees to be laid off shall be provided with a written notice at least 14 calendar days in advance.

5. Employees who are laid off under a reduction in force are eligible to immediately apply to the Virginia Employment Commission for unemployment compensation.

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Addendum 1
PAID TIME OFF LEAVE PLAN
For Employees hired on or after January 1, 2014

Policy Statement

The Paid Time Off leave plan (PTO) is a comprehensive program that serves the many diverse needs of employees for time off from work and also includes a short term disability plan for income protection to cover periods of extended illness or injury.

This policy covers all employees of Town government hired on or after January 1, 2014.

Procedures

A. Enrollment:

All persons hired or re-hired on or after January 1, 2014, enrolling in the VRS Hybrid Retirement Plan, shall receive leave benefits in accordance with this PTO plan.

One year after the date of employment, employees in the PTO plan are be eligible to participate in a Short Term Disability Plan coordinated and approved by an insurance company selected by the Town. The short term disability plan provides for a weekly benefit of less than 100% of normal weekly pay in accordance with the provisions of the plan document.

Employees in the PTO plan hired after January 1, 2014 are eligible for long-term disability through a plan provided by an insurance company determined by the Town; with the exception that those employees included eligible for the Hazardous Duty Supplement under the Virginia Retirement System (VRS), shall be covered for long-term disability under the VRS Disability Retirement program. Details of this plan are provided in the summary plan description provided by the insurance company selected by VRS or in the VRS Employee Manual.

B. Paid Time Off (PTO) Accruals:

Full Time employees covered under the PTO plan receive accruals based on their years of Town Service. PTO hours are accrued monthly. An employee is eligible for leave according to the table below:

<u>Years Of Service</u>	<u>Accrual Hours Per Month</u>	<u>Maximum Annual Carryover Hours</u>
<u>0 up to 5 years</u>	<u>5.5 hours per pay period</u>	<u>192 hours per Calendar Year</u>
<u>5 to 9 years</u>	<u>7.5 hours per pay period</u>	<u>240 hours per Calendar Year</u>
<u>10 to 19 years</u>	<u>9.0 hours per pay period</u>	<u>288 hours per Calendar Year</u>
<u>20 or more years</u>	<u>10.5 hours per pay period</u>	<u>336 hours per Calendar Year</u>

PTO hours will not accrue during any un-paid absence of 40 hours or more, per biweekly pay period, including absences for FMLA reasons.

Employees may carry forward to a new calendar year PTO leave balances of no more than the applicable Maximum Annual Hours per Year.

Any scheduled holiday that falls during the employee's PTO leave will not be charged as PTO but as Holiday Leave. Refer to Holiday Leave in the Employee Handbook.

Bereavement leave and Jury Duty leave is not deducted from PTO hours. Refer to Bereavement Leave and Jury Duty Leave in the Employee Handbook.

C. Scheduling/Use of PTO Hours

Paid leave may be requested by the employee only if accrued PTO hours are available for use. Employees are responsible for maintaining PTO leave balances at adequate levels to ensure that leave taken does not exceed existing balances.

Although PTO is a benefit provided for employees to self-manage time off, its use must be approved in advance by the employee's supervisor. Scheduled PTO leave may be used for any approved purpose, and a request to use such leave should be made by the employee to his or her supervisor no less than three working days in advance. Some departments may require that employees schedule PTO leave further in advance. The supervisor will inform a new employee if a longer advance notice applies. The three-day requirement may be waived by the supervisor in cases of illness, emergency situations or other unforeseen circumstances (unscheduled PTO).

Unscheduled PTO leave will be monitored. The supervisor has the right to request verification of any unscheduled absences by requiring a physician's statement. When an unforeseen need for PTO occurs, an employee shall notify the appropriate supervisor no later than the beginning of the shift. In some departments, earlier notice may be requested. Failure to provide the proper notification or excessive unscheduled leave may result in disciplinary action.

PTO is available for use by the employee only after leave has accrued, and may be taken in 30 minute increments.

If PTO hours are available for use, the employee is required to use PTO to cover the waiting period before Short Term Disability begins. Accrued PTO leave may be used by the employee to make up the difference between 100% of the employee's normal gross wages and the benefit provided under the Short Term Disability plan.

The employee does not accrue PTO hours for any period of leave-without-pay or any un-paid leave for disciplinary suspension.

D. Termination/Retirement Payment of PTO Hours

Employees that leave Town service shall be paid at the employee's current regular rate of pay for accumulated PTO hours up to the maximum carry over amount. Termination shall include retirement, voluntary resignations, death, or dismissal. The Town shall deduct all state and federal taxes, and any outstanding amounts due to the Town for benefits received, and for rental uniforms, keys or other Town property not returned by the employee at termination.

Use of PTO hours during a resignation notice period must be approved in advance by the appropriate supervisor, and must not interfere with the operations of the department.

E. Work Related Injuries/Illnesses

If an employee is absent due to a work-related injury, the employee must use PTO hours for the first seven calendar days of absence, if PTO is accrued. If the employee does not have PTO hours available, the employee will be placed in a leave-without-pay status (for the first seven days of absence only).

F. Short Term Disability (STD)

As of January 1, 2014, newly hired, re-hired employees will be covered under a short-term disability (STD) plan offered by the Town and administered by a third party administrator. The short term disability plan provides for a weekly benefit of less than 100% of normal weekly pay in accordance with the provisions of the plan document.

The STD program provides a weekly benefit administered by a third party plan administrator. Employees are required to file a claim for benefits with the insurance company and be approved before any benefit will be paid. The amount of benefit, length of coverage, and the process to file a claim are provided in STD plan documents.

PTO, if accrued, shall be used by the employee during periods of STD to cover the initial waiting period of 7 calendar days, and may be used to make up the difference between the amount received under the benefit schedule and the employee's normal pay. An employee may not receive more than 100% of the normal base pay amount when combining the STD benefit and PTO. STD is directly funded by the Town, and therefore taxes shall be deducted from the amount paid to the employee as required by IRS regulations.

The STD benefit period may last longer than the period established under the Family Medical and Leave Act. Nothing in the PTO or STD plan extends FMLA benefits beyond those provided by law.

G. Long Term Disability (LTD)

Upon exhausting all STD benefits an employee may file a claim for long term disability benefits under the appropriate LTD coverage. For persons employed by the Town that are not participants in Hybrid VRS plan, the employee is covered under a plan that is part of the traditional VRS disability retirement plan. Contact HR for more information on this plan. For those covered under the Hybrid VRS plan, the premiums for the Long Term Disability insurance are paid 100% paid by the Town. The claim process is outlined in the insurance company plan document. Contact HR for a copy of the plan document. Approval of LTD benefits rest solely with the insurance company.

Revised April 5, 2018 by the Town of Bowling Town Council

Attest: A. Reese Peck
Town Administrator

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VI-D Job Descriptions

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/ MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck

PRESENTER TITLE: Town Manager

AGENDA ITEM: Job Descriptions

BACKGROUND / SUMMARY: To implement a restructuring of the Clerk/Treasurer Office. Descriptions were developed by the Town Manager and approved by the Budget and Personnel Committee.

ATTACHMENTS: Position descriptions for Part-Time Clerk/Treasurer and Assistant Administrative Services Director.

REQUESTED ACTION: Motion to adopted proposed job descriptions.

FOR MORE INFORMATION, CONTACT:

Phone#: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

Y	N		Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>

VOTE: PASS NOT PASSED

McDearmon
Wright
Gibson
Satterwhite

Town of Bowling Green Job Description



POSITION: **Clerk/Treasurer – Part-Time
(Administrative Services Director)**
DEPARTMENT: **Town Administration**
PAY RANGE: **\$22.80/hr.-\$29.47/hr.-\$36.15**
FLSA: **Non-Exempt**

GENERAL STATEMENT OF JOB: This position oversees and performs the town's administrative functions including serving as the Town Clerk and Town Treasurer. The incumbent performs difficult tasks interpreting and implementing the application of statutory and other regulations governing accounting, procurement, and other major fiscal functions. This position reports directly to and is responsible to the Town Manager and supervises Utility Account Representative / Administrative Assistant.

ESSENTIAL JOB FUNCTIONS:

- Maintains and/or assists in continuous review of accounting practices to assure conformance with generally accepted accounting principles and to assure compliance with federal and State regulations and those restrictions imposed by the Auditor of Public Accounts and the Department of Accounts, as applicable.
- Responsible for all aspects of the general ledger for all Town financial accounts including entering budget information, journal entries and maintenance of the system; accepts other modules into the General Ledger; and maintains the chart of accounts.
- Recommends changes designed to insure compliance and/or increase the efficiency of the Town's accounting operations.
- Complete all necessary tasks related to tax administration for the Town, including obtaining tax records from the Commissioner of Revenue, preparing tax bills for printing, and processing supplements and abatements of tax bills.
- Prepares computer printouts pertaining to checks issued, expenditures, and other budgetary accounts.
- Maintains and/or assists in maintaining a register of the Town's indebtedness and other accounts.
- Prepares special reports and work papers for audits, financial statements, registers, surveys and various account analyses.
- Manages payroll and invoice processing and cash disbursement operations, establishes automated and manual systems to analyze and reconcile balance sheet accounts, prepares and documents adjustments to the accounting system, works with outside auditors, maintains accounts receivable, accounts collected, disbursements and prompt payment procedures, maintains expense ledgers and other types of financial records.
- Administers and reconciles the Town's payment for insurance and other employee deductions.
- Prepares monthly reports and maintains employees' accounts for the Virginia Retirement System.
- Prepares quarterly unemployment report.
- Prepares and mails delinquent account bills after preparing list of delinquent accounts.

- Prepares periodic and special financial, personnel, and statistical reports, possibly prepared on own initiative.
- Prepares the Agenda and materials for Town Council meetings.
- Responsible for minutes of Town Council meetings and other functions related to the keeping of the Public Record as assigned by the Town Manager.
- Maintains Town's web site.
- Coordinates water meter readings with meter readers; initiates work orders for new or terminated service, water flow checks, meter leaks, water quality and related work; communicates results as needed either verbally or in writing with customers; calculates and processes payments for water/sewer tap fees on new construction.
- Maintains general and subsidiary revenue and expenditure records, posting entries from supporting records, balancing against other records and preparing reports from such records.
- Serves as the Economic Development Authority's Secretary
- Supervises Administrative Assistant

EMPLOYEE UTILIZATION IN ADVERSE WEATHER AND EMERGENCY CONDITIONS

All Town employees are subject to being assigned to specific positions and tasks during a "Declared Emergency" as support personnel, by the Town Manager. Once assigned, this would be the same as a regular work assignment and all policies and procedures for duty assignments apply.

JOB LOCATION AND CONDITIONS:

Work is typically performed in an office setting. Occasional night meetings.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of the principles practices and methods of accounting and administrative procedures,
- Knowledge of generally accepted accounting practices,
- Knowledge of principles and practices governing financial operations,
- Ability to prepare detailed financial reports as required, good professional judgment, initiative,
- General knowledge of personal computers and commonly used Microsoft Office software products to include Outlook, Access, Power Point, Word, and Excel; specialized programs and the internet.
- Ability to prepare correspondence, reports, forms, budgets, studies, construction estimates, purchase orders, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.

EDUCATION AND EXPERIENCE:

Bachelor's Degree preferred (concentration in accounting, business preferred) with at least three years of progressively responsible experience in related field. Experience in payroll and accounts payable desired – or – any equivalent combination of education, experience and/or training sufficient to demonstrate the knowledge, skills and abilities required for this position.

NECESSARY SPECIAL QUALIFICATIONS:

Certifications:

- Certified Municipal Clerk (CMC)
- Treasurers' Association of Virginia Certification (Level I, Level II)
- or a combination of education and experience that provides the required knowledge, skills and abilities.

To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty connected with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PHYSICAL REQUIREMENTS:

C= Continuous – over 6 hours a day **O**= Occasional – less than 3 hours a day **P**= Periodic – several times a year
F= Frequent – between 3 and 6 hours a day **I**= Intermittent–several times a week/month **N/A**= Not applicable to position

LIFT/CARRY	C	F	O	I	P	N/A
1 to 10 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 to 20 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21 to 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51 to 75 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
76 to 100 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EQUIPMENT USAGE & OPERATION	C	F	O	I	P	N/A
Standard Office Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vehicle requiring CDL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PUSH/PULL	C	F	O	I	P	N/A
1 to 10 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 to 20 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21 to 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51 to 75 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
76 to 100 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

WORK WITH/NEAR	C	F	O	I	P	N/A
Machinery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Power Tools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fumes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

MOVEMENT	C	F	O	I	P	N/A
Carrying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bend/Stoop/Twist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneel/Crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reach Above Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach Below Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasp/Squeeze	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climb Stairs/Ladder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Uneven Walking Surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Even Walking Surface	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ENVIRONMENT	C	F	O	I	P	N/A
Indoors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extreme Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extreme Cold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dusty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Excessive Noise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ENDURANCE	C	F	O	I	P	N/A
Stationary Position (stand or sit)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Move, Traverse (walk)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operate, Activate, Use, Prepare, Inspect, Place, Detect, Position (use of hands/fingers)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VISION REQUIREMENTS (Check all that apply)	
Depth Perception	<input type="checkbox"/>
Color Vision	<input type="checkbox"/>
Peripheral Vision	<input type="checkbox"/>
Uncorrected/Corrected vision 20/40 or better in one or both eyes; 100 degrees, or better, horizontal vision in one or both eyes	<input type="checkbox"/>

Town of Bowling Green Job Description



POSITION: **Deputy Clerk/Treasurer
(Assistant Administrative Services Director)**

DEPARTMENT: **Town Administration**

PAY RANGE: **\$39,424-\$53,307-\$67,190**

FLSA: **Exempt**

GENERAL STATEMENT OF JOB: This position assists in overseeing and performing the town's administrative functions including serving as the Deputy Town Clerk and Town Treasurer. The incumbent performs difficult tasks interpreting and implementing the application of statutory and other regulations governing accounting, procurement, and other major fiscal functions. This position reports directly to and is responsible to the Town Manager.

ESSENTIAL JOB FUNCTIONS:

- Reviews Accounts Payable and Cash Register entries made by Administrative Assistant. Processes initial Supervisory update to post entries to General Ledger.
- Assists the Clerk/Treasurer in completing all necessary tasks related to tax administration for the Town, including preparing tax bills for printing, and processing supplements and abatements of tax bills.
- Prepares computer printouts pertaining to checks issued, expenditures, and other budgetary accounts.
- Assists in maintaining a register of the Town's indebtedness and other accounts.
- Prepares special reports and work papers for audits, financial statements, registers, surveys and various account analyses.
- Assists Clerk/Treasurer in Preparing and processing Payroll.
- Assists Clerk/Treasurer in preparing and processing utility bills.
- Prepares and mails delinquent account bills after preparing list of delinquent accounts.
- Prepares periodic and special financial, personnel, and statistical reports, possibly prepared on own initiative.
- Assists in Preparing the Agenda and materials for Town Council meetings.
- Coordinates water meter readings with meter readers; initiates work orders for new or terminated service, water flow checks, meter leaks, water quality and related work; communicates results as needed either verbally or in writing with customers; calculates and processes payments for water/sewer tap fees on new construction.
- Assists Clerk/Treasurer in maintaining general and subsidiary revenue and expenditure records, posting entries from supporting records, balancing against other records and preparing reports from such records.

EMPLOYEE UTILIZATION IN ADVERSE WEATHER AND EMERGENCY CONDITIONS

All Town employees are subject to being assigned to specific positions and tasks during a "Declared Emergency" as support personnel, by the Town Manager. Once assigned, this would be the same as a

regular work assignment and all policies and procedures for duty assignments apply.

JOB LOCATION AND CONDITIONS:

Work is typically performed in an office setting. Occasional night meetings.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable knowledge of the principles practices and methods of accounting and administrative procedures,
- Knowledge of generally accepted accounting practices,
- Knowledge of principles and practices governing financial operations,
- Ability to prepare detailed financial reports as required, good professional judgment, initiative,
- General knowledge of personal computers and commonly used Microsoft Office software products to include Outlook, Access, Power Point, Word, and Excel; specialized programs and the internet.
- Ability to prepare correspondence, reports, forms, budgets, studies, construction estimates, purchase orders, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style.

EDUCATION AND EXPERIENCE:

Bachelor's Degree preferred (concentration in accounting, business preferred) with at least three years of progressively responsible experience in related field. Experience in payroll and accounts payable desired – or – any equivalent combination of education, experience and/or training sufficient to demonstrate the knowledge, skills and abilities required for this position.

NECESSARY SPECIAL QUALIFICATIONS:

Certifications:

- Certified Municipal Clerk (CMC)
- or a combination of education and experience that provides the required knowledge, skills and abilities.

To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty connected with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

PHYSICAL REQUIREMENTS:

C= Continuous – over 6 hours a day **O**= Occasional – less than 3 hours a day **P**= Periodic – several times a year
F= Frequent – between 3 and 6 hours a day **I**= Intermittent–several times a week/month **N/A**= Not applicable to position

LIFT/CARRY	C	F	O	I	P	N/A
1 to 10 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 to 20 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21 to 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51 to 75 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
76 to 100 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EQUIPMENT USAGE & OPERATION	C	F	O	I	P	N/A
Standard Office Equip.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vehicle requiring CDL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PUSH/PULL	C	F	O	I	P	N/A
1 to 10 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 to 20 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21 to 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51 to 75 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
76 to 100 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

WORK WITH/NEAR	C	F	O	I	P	N/A
Machinery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Power Tools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fumes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Heights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

MOVEMENT	C	F	O	I	P	N/A
Carrying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bend/Stoop/Twist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kneel/Crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reach Above Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach Below Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grasp/Squeeze	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climb Stairs/Ladder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Uneven Walking Surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Even Walking Surface	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ENVIRONMENT	C	F	O	I	P	N/A
Indoors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extreme Heat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extreme Cold	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dusty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Excessive Noise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ENDURANCE	C	F	O	I	P	N/A
Stationary Position (stand or sit)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Move, Traverse (walk)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operate, Activate, Use, Prepare, Inspect, Place, Detect, Position (use of hands/fingers)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VISION REQUIREMENTS (Check all that apply)	
Depth Perception	<input type="checkbox"/>
Color Vision	<input type="checkbox"/>
Peripheral Vision	<input type="checkbox"/>
Uncorrected/Corrected vision 20/40 or better in one or both eyes; 100 degrees, or better, horizontal vision in one or both eyes	<input type="checkbox"/>

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VI. Consent Agenda
E. VML Proposal

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Melissa Lewis **PRESENTER TITLE:** Clerk/Treasurer

AGENDA ITEM: VML Insurance Proposal

BACKGROUND / SUMMARY: The attached is an annual renewal for the period of July 1, 2018 – June 30, 2019. Due to better than anticipated loss experience and investment returns, VMLIP’s overall combined rates will decrease on average 1 percent this year. Property and liability rates will rise slightly and workers’ compensation rates will drop approximately 5 percent. Based on the needs and concerns of its membership, VMLIP has made several coverage enhancements for the 2018 policy year, including:

- Limited property coverage for mold/fungus damage
- Grievance procedure sublimit increased to \$10,000
- Cyber Liability enhancements to include:
 - o Fraudulent Instruction Coverage - \$50,000
 - o Telecommunications Fraud - \$50,000
 - o First Party Computer Security
 - Forensic Expense -\$100,000 (from \$50,000)
 - Dependent Business Interruption - \$500,000 (from \$150,000)
 - Removal of Hourly Business Interruption Sublimit.

ATTACHMENTS:

VML’s Proposal

REQUESTED ACTION:

Authorize Town Manager to accept proposal

FOR MORE INFORMATION. CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE: PASSED NOT PASSED



**Proposal for Coverage Presented To:
Town of Bowling Green**

**For Period: July 1, 2018
 through
 June 30, 2019**

Proposal Table of Contents

- Executive Summary
- Reducing the Cost of Risk with VML Insurance Programs
- Complimentary Services Provided
- Ten Reasons VML Insurance Programs is the Best Value
- Financial Strength Equals Financial Stability
- VMLIP Member References
- Proposed Coverages and Costs
- Annual Member Agreement - Member Approval Signature Required
- Renewal/Binder Checklist

Coverages, terms, conditions and exclusions are briefly outlined in this proposal. For complete policy language, please refer to coverage contract.

Executive Summary

Thank you for your continued membership in VML Insurance Programs (VMLIP). VMLIP began in 1980 and is the most financially stable group self-insurance pool in the Commonwealth of Virginia. VMLIP provides comprehensive property and casualty coverages, extensive risk management program support and effective claims services to nearly 500 Virginia local political subdivisions.

VMLIP is governed by a Members' Supervisory Board comprised of eight elected or appointed officials from member jurisdictions and the executive director of the Virginia Municipal League.

VMLIP provides financial protection for losses arising from: alleged wrongful acts of public officials; auto losses; above-ground environmental damages; breaches of confidential and employee data; property damage including buildings and contents, generators, water towers, mobile equipment, and more; workers' compensation and Line of Duty Act coverage; law enforcement liability; and alleged employment practice violations.

Our staff is dedicated to providing all members with risk management program support through multiple means including grant funds; regional and local training; free webinars; continued learning through the VMLIP Online University; employment liability consultation; Nurse Triage/Day of Injury Services; communications consulting; and more - most of which are included in the cost of membership.

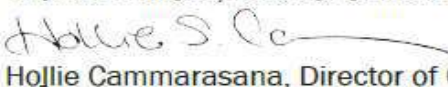
Additionally, VMLIP continues to offer coverage designed for the unique needs of Virginia's local governments, including optional drone coverage, student tablet coverage, and a platinum cyber liability option. As managing directors of VMLIP, we appreciate your commitment to a long-term relationship with us. We will continue to focus on lowering your total cost of risk, as we truly are Virginia's Local Government Specialists.

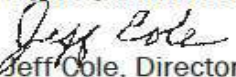
Directors



Steve Craig, Managing Director


Jeff Nickey, Assistant Managing Director



Thomas Bullock, Director of Risk Services

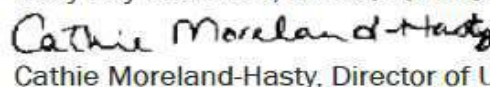

Hollie Cammarasana, Director of Communications



Jeff Cole, Director of Member Services


Robin Duvall, Director of Workers' Compensation


Chuck Jones, Director of Property & Liability Claims


Mary Kay Marchetti, Director of Information Services


Cathie Moreland-Hasty, Director of Underwriting


Tina Stevens, Director of Human Resources

Reducing the Cost of Risk with VML Insurance Programs

Risk management must be a focused approach toward reducing the cost of risk.

Government officials understand the importance of preventing unbudgeted risk related expenditures by purchasing insurance, however there are other costs associated with a risk related event or loss.

Consider these related costs:

- The cost of losing a key employee or several employees for an undetermined time period;
- The cost of injuring a member of the public from a preventable vehicle-related “at fault” accident;
- The cost of loss to an uninsured or underinsured asset like expensive equipment, older buildings, etc.;
- The cost of staff involvement in a preventable lawsuit by an employee;
- The cost of community standing for the inability to respond adequately to natural disaster;
- The cost of payment made under deductibles on preventable vehicle or property damage losses; and
- The cost of hiring outside expertise to provide risk management training and consultation.

VML Insurance Programs works to reduce members' cost of risk by providing effective and timely risk management services at no additional cost. Please take a moment to review the enclosed list of our proven services and ask yourself, is lowering the cost of insurance the only way to reduce cost of risk and stay within your budget?

The VML Insurance Programs Value Proposition

In addition to more than 35 years of experience and financial stability, VMLIP has developed a reputation for professional, responsive, and dedicated customer service.

From experienced claims staff to specialized service providers - including nurses, human resources, law enforcement, communications, and safety professionals, VMLIP offers a comprehensive mix of coverages, risk management services, effective educational programs and local government expertise designed to meet the needs of all Virginia local governments, from the smallest to the largest.

How does your insurer stack up?	VMLIP	Your Current Insurer
Account Executives: VMLIP will assign your entity with a local government insurance specialist to act as your consultant and advocate.	✓	
Contract Review: VMLIP offers free contract review to ensure that member contracts containing insurance requirements have the required insurance placement and that members do not unintentionally waive rights or accept liability on behalf of another.	✓	
Crisis Intervention/Violent Acts Coverage: VMLIP provides funding for on-site crisis and grief counseling for students and employees who have experienced a personal crisis. This coverage will also cover the expense of a media specialist to help handle the external communications following a crisis.	✓	
Canine Mortality and Injury Coverage: VMLIP provides replacement cost for canines when killed, stolen or injured while performing specific law enforcement functions. This coverage also provides for injury treatment expenses resulting from law enforcement operations.	✓	
Drone Coverage: Property and limited liability coverage for members operating unmanned aircraft systems, commonly referred to as drones.	✓	
First-Fill Prescription Program: Provides payment for the first prescription(s) needed by an injured employee, ensuring they face no out-of-pocket expenses - even if the claim is later found to be non-compensable.	✓	
Human Resources Services: Human resources (HR) consultative services are provided to members with public official's liability coverage to assist in mitigation of employment practices liability exposure.	✓	



Land Use Coverage: VMLIP offers up to \$100,000 coverage for claims or suits based upon land use issues, including zoning and sub-division claims, eminent domain, condemnation, and inverse condemnation claims.	✓	
Incidental Medical Services Coverage: VMLIP provides incidental medical services coverage for employed nurses and emergency medical technicians.	✓	
Law Enforcement Services: Law enforcement services for members with public official's liability coverage provides up-to-date and credible risk management guidance to police agencies.	✓	
Injunctive Relief Coverage: VMLIP offers up to \$100,000 coverage in defense coverage for claims that seek other than monetary damages.	✓	
Multimedia Library: VMLIP's Multimedia Library houses more than 500 safety/human resources videos, 30 modules, and numerous publications to assist members with conducting in-house training.	✓	
No Fault Property Damage Coverage: VMLIP offers optional \$10,000 in No Fault Property Damage coverage for situations where entity isn't legally liable, but wants to provide citizens with help. An example may be a sewer back-up or water main break.	✓	
Nurse Triage and Reporting Services: VMLIP provides access to a registered nurse 24/7/365 via a toll free number to provide immediate medical advice following a workplace incident.	✓	
Pollution Coverage: This free value-added coverage for members with property and liability coverage offers a broad range of liability protection for gradual - as well as sudden and accidental - first- and third-party environmental liabilities.	✓	
Property Appraisals: VMLIP contracts for professional appraisals of all member locations valued over \$1 million on a five-year basis at no charge to members with property coverage.	✓	
Risk Management Grant Program: VMLIP provides substantial grant funds each year to members for the purchase of equipment and training to strengthen risk management programs.	✓	
Risk Management Guidelines (RMG): VMLIP reviews members' risk management initiatives - members who excel in the assessment receive a five percent credit off of their premium.	✓	
Safety Services: VMLIP provides safety consultative services to help members develop, implement, and maintain effective claims prevention programs.	✓	
Suspension/Expulsion Coverage: VMLIP offers coverage to school systems for suits or injunctive relief which related to or arising out of the suspension or expulsion of a student by a public school system.	✓	

Tenant User Liability Insurance Program (TULIP): Provides temporary insurance for use of government facilities by outside organizations.	✓	
VMLIP Online University: Provides free online learning for employees and managers on subjects from bloodborne pathogens to sexual harassment prevention, stress management, and more.	✓	
VMLIP Law Enforcement Academy: VMLIP has partnered with LocalGovU, in association with PoliceOne.com, to offer this online training program providing courses such as Ethics in Law Enforcement, Constitutional Policing, Use of Force, Officer Liability, and more.	✓	
Volunteer Accident & Health Coverage: VMLIP offers income protection, death and impairment benefits for volunteers.	✓	
Webinars: VMLIP provides free webinars covering various safety, human resources, law enforcement, communication and other topics.	✓	

How does your insurer stack up?

Having all lines of coverage with VMLIP ensures that your organization is receiving comprehensive coverage and a wide variety of valued-added services tailored to Virginia's local governmental entities.

Ten Reasons VML Insurance Programs Is the Best Value

VML Insurance Programs (VMLIP) offers more than just coverage. In addition to more than 35 years of experience and financial stability, VMLIP has developed a reputation for professional, responsive, and timely customer service.

Here are ten reasons why VML Insurance Programs is the best value...

- 1) **Financial stability:** Virginia's insurance pools are assessable - therefore it's vital that you have coverage with an organization that is financially secure. With assets greater than \$300 million and members' equity of more than \$100 million, VMLIP is the most financially secure self insurance pool in Virginia. We have the funds to back our promises for years to come.
- 2) **Experienced staff:** As Virginia's first and largest group self insurance pool, VMLIP has knowledgeable and experienced staff who are trained to keep up with current trends in insurance, risk management, and local government practices. You are assigned a local government specialist to be your consultant and advocate.
- 3) **Comprehensive coverages:** VMLIP offers comprehensive coverages tailored to meet a wide variety of local government exposures to a loss, including automobile liability and physical damage, and replacement cost coverage on high value vehicles - such as fire trucks, ambulances, and garbage trucks. VMLIP offers suspension/expulsion liability coverage, cyber liability, pollution, property, earthquake, and flood coverage, as well as canine mortality and injury coverage for police dogs, and more.
- 4) **Effective claims management:** VMLIP does not just process claims - we manage them. VMLIP handles all aspects of the claim from the date of the accident to the close of the case, responding to each claim within 24 hours of receipt. Whether liability, property damage, or workers' compensation - VMLIP staff are committed to restoring the member to their pre-loss position and to ensuring that injured employees receive high quality medical care. Each VMLIP member is assigned a claims professional to investigate all claims, provide fair and prompt settlement, defend claims where appropriate, and keep members fully informed of claim activity. Each claim is handled with empathy, professional courtesy, and fairness.

- 5) Resources for risk management: VMLIP offers more than just coverage. In addition to insurance coverage VMLIP offers a variety of resources for risk management. VMLIP partners with members to prevent losses through customized safety consultations, human resources (HR), and law enforcement consulting services, regional and local training, webinars, videos, online training, and more.
- 6) Value-added services: VMLIP's safety, HR, and law enforcement specialists, as well as workers' compensation staff offer members up-to-date information on the latest trends, news, and best practices in their specialties. Safety specialists offer consultative services to help members develop, implement and maintain effective risk management programs.

HR services assist in the mitigation of employment practices liability exposure while law enforcement services provide up-to-date and credible risk management guidance to police agencies. Workers' compensation staff ensure that injured employees receive personalized service and timely treatment for their injuries through two full-time registered nurses and a panel of physicians.

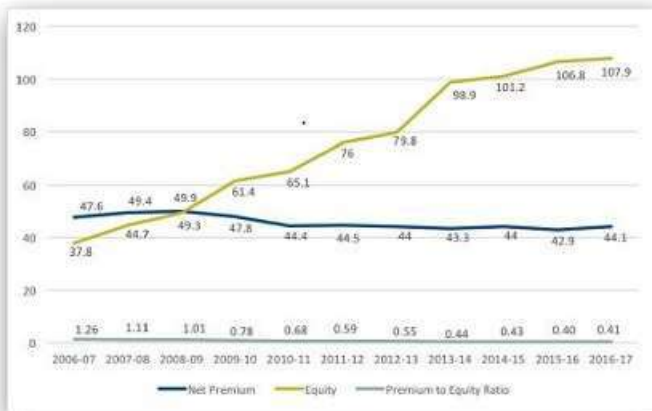
- 7) Value-added programs: As Virginia's local government specialists, VMLIP offers a variety of programs to aid members' risk management efforts, including 24/7/365 access to a nurse for injured workers, a First-Fill Prescription Program, property appraisals, an HR hotline, contract review, and much more.
- 8) Risk management partner: VMLIP offers three types of premium credits for members who participate in risk management programs. Member entities scoring 100 percent on VMLIP's "Risk Management Guidelines" assessment receive five percent off of their premium. Additionally, members with law enforcement liability coverage can receive a discount for having an accredited police department and members can receive credits on their automobile coverage for participating in VMLIP's Where the Rubber Meets the Road driver training Campaign.
- 9) Training opportunities: VMLIP offers a variety of training opportunities on-site and online. Through the VMLIP Online University, the multimedia library, seasonal workshops and monthly webinars, members have access to a variety of topics and resources through multiple channels.
- 10) Risk Management Grant: Each year VMLIP provides substantial grant funds to members for the purchase of vital equipment and training to strengthen risk management training. Members have utilized funding for equipment such as law enforcement body cameras, warning buoys, lightning strike detectors, and more.

From experienced claims staff to specialized service providers - including nurses, human resources, law enforcement, communications, and safety professionals, VMLIP offers a comprehensive mix of coverages, services, programs and expertise designed to meet the needs of all Virginia local governments, from the smallest to the largest.

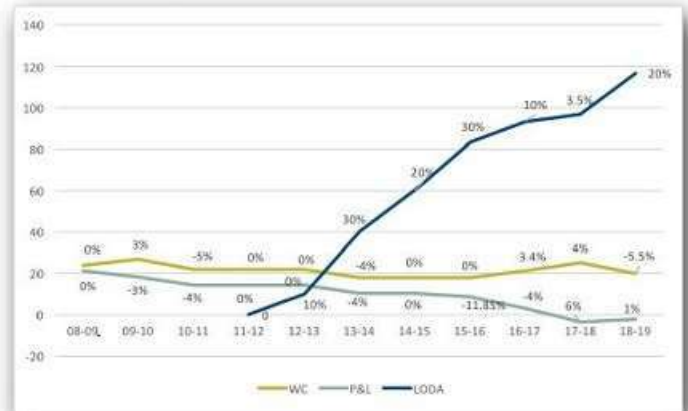
Financial Strength Equals Financial Stability

As the following graphs illustrate, VML Insurance Programs (VMLIP) has been fortunate to experience substantial growth in members' equity over the past 10 years. This has allowed the pool to provide members with remarkable rate stability - a VMLIP strategic goal. Our various underwriting, investment, claims and loss prevention strategies are all built around this fundamental concept, with our members' budgeting in mind.

Premium to Equity



Rate Change



While Workers' Compensation (WC) and Property & Liability (P&L) lines of coverage have been stable, Line of Duty Act (LODA) coverage costs continue to escalate. As LODA costs were beginning to level out, the General Assembly elected to place all LODA claimants into one health plan, dramatically increasing future expected costs on existing claims as well as future LODA claims. Fortunately, for the 90 percent of VMLIP members with all lines of coverage through VMLIP, LODA coverage represents only a small portion of overall premium - and your overall rate change will be nominal.

Members' equity provides protection against:

- Adverse claims development;
- Continued liberalization of the Virginia Workers' Compensation Commission and Courts;
- Continued expansion of Workers' Compensation presumptions and LODA benefits by the Virginia General Assembly;
- Reinsurance market instability;
- Investment losses; and
- Catastrophic claims such as hurricanes, tornados, or a reinsurer failure.

Members' Equity Also Provides

- Investment income to offset a substantial portion of operational costs;
- The ability to add and expand coverages at little additional costs to members; and
- The ability for the pool to take on additional risk.

Target Equity Study

The VMLIP Members' Supervisory Board recently engaged Price Waterhouse Coopers to conduct a target equity range study utilizing an enterprise risk management process, which enabled the board and staff to consider the appropriate level of risk tolerance and the corresponding range of members' equity to hold appropriate for that risk. There are two main parameters in determining adequate funding levels:

- 1. Board's risk appetite/tolerance** - The board's desired level of protection helps define its target funding strategy.
- 2. Risk profile of the program** - Utilization of an economic capital modeling approach that reflects the pool's own risk and includes:
 - *Underwriting Risk*, also known as pricing risk, which represents risk that the actual outcome for the next year will deviate from the budgeted amount. Typical sources of this are volatility in the frequency or severity of claims and unexpected levels of catastrophic claims. Since the overhead expense items are rather predictable, the majority of risk lies within the claims cost. The model incorporates future claims and claims expenses, and the volatility around them, to measure underwriting risk.
 - *Reserving Risk*, which measures the potential for actual claims settlement costs deviating unfavorably from the current booked reserves. Typical sources of potential unfavorable reserve development include excessive inflation, emergence of latent or new types of claims and a change in the judicial environment affecting claim settlements.
 - *Asset and Credit Default Risk*, which reflects the risk that the value of investment and credit assets may deteriorate due to changes in macroeconomic financial conditions or a decline in the financial strength of debtors.
 - *Operational Risk* captures potential for fund deterioration arising from off-balance sheet or unplanned items.

Result - As a result, the board adopted a members' equity policy that establishes a current target equity range of **1 x 1-in-200 year event** and **2 x 1-in-200-year event**. This translates to a current range of \$67M - \$133M with current members' equity at approximately \$107M.

Maintaining surplus adequacy to handle a 1-in-200 year event is fast becoming a global standard for insurance companies.

As a comparatively small, single state risk-sharing pool, the board feels strongly that a more conservative posture is advisable when compared to large insurance companies. The board briefly discussed a return of equity, but agreed that continued maintenance of stable rates for the foreseeable future was preferred. The board will continue to monitor members' equity and evaluate the appropriate level to hold on behalf of members.

VMLIP Member References

Town of Ashland

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Town of Windsor

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Town of Marion

Bill Rush
Town Manager
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Town of Kenbridge

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Town Manager
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City of Suffolk

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Risk, Benefits and Wellness Manager
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Hanover County

Marvin Fletcher
Director of General Services
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E-mail: mvfletcher@hanovercounty.gov

Town of Bowling Green

AUTOMOBILE COVERAGE

POLICY PERIOD:

07/01/2018 - 07/01/2019

Basis of Coverage: Total 6 vehicles

LIMITS AND COVERAGES:

\$1,000,000	CSL for bodily injury & property damage
\$10,000	Medical payments
\$0	Deductible liability
\$500	Deductible comprehensive
\$1,000	Deductible collision

Uninsured/Underinsured Motorist Limits: \$25,000 each person bodily injury/\$50,000 each accident bodily injury/\$20,000 each accident property damage

VML Insurance Programs provides uninsured motorist coverage at the minimum limits required by law. It is in the member's best interest as a member to limit this coverage to what is required by law. Unlike liability coverage, you do not owe any money beyond the limits that are insured.

Garage and Garagekeepers Liability, Hired, Non-Owned Automobile Physical Damage, and Rental Reimbursement coverages included.

POLICY FORM:

Occurrence - covers claims for personal injury or property damage which occur during the period 07/01/2018 through 07/01/2019.

TOTAL AUTOMOBILE CONTRIBUTION:

	Annual
Automobile Liability	\$1,846
Medical Payments	included
Uninsured Motorist	included
Comprehensive	\$425
Collision	included
TOTAL	\$2,271

VML Insurance Programs Member Advantage

VML Insurance Programs (VMLIP) does not charge additional premium during the policy year for newly acquired vehicles nor does it return premium for vehicles a member drops from the schedule. This generally works to a member's advantage as older vehicles are replaced by new vehicles with higher physical damage costs. VMLIP also provides auto physical damage replacement cost coverage for newer vehicles in excess of a certain initial purchase cost. These coverage enhancements serve to assist members in managing their budgets.

Town of Bowling Green

LOCAL GOVERNMENT LIABILITY

(includes General Liability, Public Officials/School Board Legal and Law Enforcement Liability)

POLICY PERIOD:

07/01/2018 - 07/01/2019

# of miles of streets/roads maintained	4
Sewer Payroll (exclude clerical)	\$97,637
Water Payroll (exclude clerical)	\$92,237

LIMITS AND COVERAGES:

Each occurrence limit	\$1,000,000	<i>No Aggregate</i>
Damages to Premises Rented to You	\$1,000,000	<i>Any one fire</i>
Defense of certain excluded occurrences	\$100,000	
Land Use Coverage	\$100,000	
Medical expense limit	\$10,000	<i>Any one person</i>

Deductible \$0

POLICY FORM:

Occurrence - covers claims for personal injury or property damage which occur during the period 07/01/2018 through 07/01/2019. Provides protection against allegations of wrongful acts, including premises liability and employment practices liability.

TOTAL CONTRIBUTION (NON-AUDITABLE):

General Liability	\$2,310	Annual premium
Public Officials Liability	\$1,618	Annual premium
Law Enforcement Liability	\$654	Annual premium

Constitutional officers are excluded from coverage.

VML Insurance Programs Member Advantage

VML Insurance Programs (VMLIP) provides *Land Use and Injunctive Relief Coverage* to protect members from claims or suits arising out of a variety of issues including, but not limited to land use, inverse condemnation and injunctive relief actions. See policy for details. Coverage for these type of claims or suits are typically excluded by commercial carriers. While Land Use and Injunctive Relief Coverage may be offered by other pools, you should be aware that VMLIP's coverage has no deductible and members are not required to pay a pro-rata portion of each claim.

VML Insurance Programs (VMLIP) provides *Crisis Intervention/Violent Acts coverage* including on-site crisis and grief counseling for students and employees who have experienced a personal crisis. This coverage will also cover the expense of a media specialist to help handle the external communications following a crisis.

Town of Bowling Green

ENVIRONMENTAL IMPAIRMENT LIABILITY

Coverage is only available to qualified members - see below

POLICY PERIOD:

07/01/2018 - 07/01/2019

LIMITS AND COVERAGES:

Per Pollution Condition	\$1,000,000
Per Named Insured aggregate limit	\$1,000,000
Aggregate Limit for all members combined	\$10,000,000

Deductible \$25,000

Self-insured retention

POLICY FORM:

Claims Made Form

Coverage Highlights

Provides both first (clean up) and third party (liability) coverage for covered locations (must be scheduled to have coverage) according to the terms and conditions of the policy.

Provides third party (liability) coverage for covered operations.

New Pollution conditions only.

Above ground storage tanks are included.

Underground storage tanks are excluded, however, coverage can be purchased by eligible members through simplified online application process at a reasonable cost.

Provides non-owned disposal site coverage (if trash is being hauled to a private landfill).

VML Insurance Programs Member Advantage

Coverage will be provided at no charge to members that purchase VMLIP's property and local government liability coverage.

This coverage is paid for by VMLIP and is insured outside the VMLIP program.

Town of Bowling Green

NO FAULT PROPERTY COVERAGE-OPTIONAL COVERAGE

POLICY PERIOD:

07/01/2018 - 07/01/2019

LIMITS AND COVERAGES:

Each occurrence limit \$10,000

Deductible: \$0

TOTAL CONTRIBUTION (NON-AUDITABLE):

No fault property damage coverage \$1,068 Annual premium

VML Insurance Programs Member Advantage

VML Insurance Programs offers optional no fault property damage coverage. This is provided on both the automobile and general liability policies on a non several basis. The coverage provides payments to third party claimants for property damage without regard to fault. The limit is \$10,000.00 per occurrence. The coverage is similar to medical payments coverage already available under the automobile and general liability policies which make no fault payments to third party claimants for bodily injury.

Town of Bowling Green

EXCESS LIABILITY COVERAGE

(over Local Government Liability and Automobile Liability)

POLICY PERIOD:

07/01/2018 - 07/01/2019

Following form over primary automobile liability, local government liability and employer's liability.

Occurrence - covers claims for personal injury or property damage which occur during the period 07/01/2018 through 07/01/2019.

Current Limit: \$3,000,000

Current Premium: \$1,000

<u>LIMIT</u>	<u>TOTAL CONTRIBUTION</u>
	Annual
\$3,000,000	\$1,000
\$4,000,000	\$1,152
\$5,000,000	\$1,272
\$6,000,000	\$1,370
\$8,000,000	\$1,472
\$10,000,000	\$1,578

Town of Bowling Green

PROPERTY COVERAGE

POLICY PERIOD:

07/01/2018 - 07/01/2019

<u>Limit</u>	<u>Coverage</u>	<u>Deductible</u>	<u>Wind Deductible</u>	<u>Annual Premium</u>
\$3,097,049	Blanket Real and Real Personal Property Replacement Cost, Agreed Amount	\$1,000	\$1,000	\$2,319
\$323,425	Miscellaneous Equipment, per schedule	Per schedule		\$300
\$20,548	Off Premises Power BI	\$500		Included
\$20,548	Off Premises Power PD	\$500		Included
	PROPERTY CONTRIBUTION, ANNUAL			\$2,619

PROPERTY AUTOMATIC EXTENSION OF COVERAGE

The following Property Extensions of Coverage are automatically provided as a part of the property program. Each Extension of Coverage stated below is provided on a per occurrence basis, except as noted. The extensions of coverage apply at premises specified in the Statement of Values. When additional limits are being quoted, the Extension of Coverage has been noted on the prior page and includes the limits stated below. The property deductible is a combined deductible and applies on a per occurrence basis. The deductible includes the Extension of Coverage except as otherwise stated.

- Replacement of the same or a different site permitted.
- Architects' and engineers' fees, plans, specifications and supervision included in any loss recovery.
- Water damage including backup of sewers and drains, underground water through foundations, walls and floors, and damages to basements covered up to the blanket limit.
- Error in Reporting by Insured Endorsement.
- Personal Property of Others automatically included in the definition of Personal Property.
- Retaining walls which are not part of the building, as long as they are scheduled on the Statement of Values.
- Collapse included as an additional coverage.
- Electronic Data Processing Equipment owned and used by the Named Member is included in the blanket limit of the policy.
- Property outside described premises is included when within 1000 feet of the premises. Expenses incurred by the insured to recover and temporarily safeguard property in the event of imminent or actual loss or damage by a covered cause of loss.
- Extra Expense: \$1,000,000 Limit
- Unscheduled Property: \$1,000,000 Limit for real and personal property combined.
- Debris Removal: \$500,000 Limit.
- Valuable Papers/Accounts Receivables: \$100,000 Limit
- Newly Acquired Property: \$2,500,000 subject to a maximum of \$250,000 for extra expense. Limited to \$1,500,000/\$100,000 for members in Tier 1 Windstorm category. 120 days.
- Business Ordinance/Increased Cost of Construction/Demolition: \$5,000,000 Limit.
- Flood (Zones B, C & X): \$1,000,000 Limit; \$25,000 deductible
- Earthquake: \$1,000,000 Limit; \$25,000 deductible

The options above are provided for no additional charge. Higher limits are available.

Valuation is at Replacement Cost except for vacant property or unless otherwise noted or endorsed. Replacement cost is the cost to repair, rebuild, or replace, at the same site, lost, damaged, or destroyed property, with other property of comparable size, material, and quality; or the applicable Limit of Coverage.

Town of Bowling Green

BOILER & MACHINERY/EQUIPMENT BREAKDOWN COVERAGE

POLICY PERIOD:

07/01/2018 - 07/01/2019

LIMITS AND COVERAGES:

Scope of Coverage:	Extended Comprehensive coverage for all boiler/machinery/electrical equipment including production and maintenance machines and computer control equipment used for energy control.
Property Damage Limit:	\$100,000
Property Damage Deductible:	\$1000 all object except \$5,000 on all transformers >5,000 KVA but <=20,000 KVA. \$10,000 on all transformers >20,000 KVA unless Property Damage Deductible listed above is more than the \$5,000 and \$10,000 exceptions, in which case the higher deductible applies.
Repair or Replacement Coverage:	Included
Explosion Coverage:	Included
\$100,000	-CFC (Refrigerant Coverage)
\$100,000	-Expediting Expenses
\$100,000	-Hazardous Substances
\$100,000	-Perishable Goods/Consequential Damage/Ammonia
\$250,000	-Demolition & Increased Cost of Construction
\$250,000	-Newly Acquired Location Coverage - 120 days
\$100,000	-Computer Coverage
Bodily Injury Liability:	Excluded
Lightning Loss:	Included
60 Days Notice of Cancellation:	Included
Ice rink piping exclusion applies.	

BOILER & MACHINERY/EQUIPMENT BREAKDOWN COVERAGE (Continued)

Loss Adjustment Agreement:	Included
Extra Expense:	Included
Limit of Loss:	\$100,000
100% Period of Restoration	
12 Hour Waiting Period	

All Objects, Including Utility-Owned Transformers and Miscellaneous Electrical Apparatus used to supply power to the Premises of Insured (service interruption)

ANNUAL CONTRIBUTION: \$1,099

BOILER AND MACHINERY/EQUIPMENT BREAKDOWN HIGHLIGHTS

Extensions of coverage are as follows:

1. The functioning of a safety or protective device is not excluded.
2. Testing accidents are covered except for hydrostatic, gas pressure and insulation breakdown tests.
3. The failure of expendable items (gaskets, seals, etc.) is not excluded.
4. Leakage at joints, etc. is not excluded.
5. Data processing, calculating, and computing equipment is covered.
6. X-ray machines, spectrographs, etc. are covered.
7. Electrical drying out costs covered (flood is excluded).
8. Ovens, stoves, furnaces, incinerators and kilns are covered.
9. Elevators, escalators, conveyors, hoists and cranes are covered.
10. Perishable goods coverage extends to all perishables, not just food.

Coverage includes inspection of boilers and air compressors as required by the Department of Labor Industry.

Town of Bowling Green

CRIME/BOND COVERAGE

POLICY PERIOD:

07/01/2018 - 07/01/2019

Crime coverage provides protection from employee dishonesty, as well as protection from loss of money and securities.

LIMITS AND COVERAGES:

<u>Bond Type</u>	<u>Limit</u>	<u>Deductible</u>	<u>Contribution</u>
Form O:Public Employees Dishonesty Coverage Form	\$250,000	\$250	\$300
Form C:Theft, Disappearance, and Destruction Coverage Form	\$250,000	\$250	included
Form D:Robbery and Safe Burglary Coverage Form	\$20,000	\$250	included
Form B:Forgery or Alteration Coverage Form	\$250,000	\$250	included
Form R:Money & Counterfeit Papers	\$250,000	\$250	included

TOTAL CRIME / BOND CONTRIBUTION:

\$300 Annual Premium

Computer Fraud

Provides coverage for the loss of money and securities which occurs during a wire transfer subject to a limit of \$25,000 per occurrence.

Town of Bowling Green

WORKERS' COMPENSATION COVERAGE

VML Insurance Programs uses the classifications and codes established by National Council on Compensation Insurance which are the same as those used by insurance companies in Virginia.

CLASSIFICATION	CODE	PAYROLL	RATE*	PREMIUM
Water Dept. Employee	7520	\$144,932	3.12	\$4,522
Sewage Op/Drive	7580	\$87,634	1.40	\$1,227
Police Dept.	7720	\$61,292	3.16	\$1,937
Clerical	8810	\$187,366	0.10	\$187
Attorney	8820	\$19,294	0.11	\$21
Building Maint/Cust	9015	\$11,253	2.03	\$228
Park/Lawn, Parks & Rec, Non Construction	9102	\$64,659	2.70	\$1,746

Manual Premium	\$9,868
Experience Modification	0.8900
Modified Premium	\$8,783
Premium Discount	\$158
Deductible	\$0
Deductible Factor	
Scheduled Credit/Debit	\$0

07/01/2018 - 07/01/2019	Total Estimated Annual Premium	\$8,625
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VML Insurance Programs provides workers' compensation coverage in accordance with and limited to the Virginia Workers' Compensation Act and Employers Liability. Any other extensions of coverage requested in your specifications are not part of the coverage offered in the proposal.

Employers' Liability

Coverage A:	Statutory
Coverage B:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

*Rates have been filed with the State Corporation Commission and are subject to approval.

Town of Bowling Green

LINE OF DUTY LIABILITY

POLICY PERIOD:

07/01/2018 - 07/01/2019

LIMITS AND COVERAGES:

Statutory.

POLICY FORM:

Claims made policy form with 07/01/2006 retroactive date.

Benefits:

All benefits are subject to approval by the State Comptroller and may include:

* Death Benefit of \$100,000 (\$25,000 if within 5 years of retirement)

* Continuation of health insurance benefits for:

Officer (in case of permanent disability)

Spouse (in case of officer death or permanent disability)

Children (in case of officer death or permanent disability) to age 26

* Covers LODA claims reported during the period 07/01/2018 through 07/01/2019.

	#
# of Paid LODA eligible employees (FTE)	2
# of LODA eligible volunteers	0

TOTAL ANNUAL ESTIMATED CONTRIBUTION:

\$1,472

Town of Bowling Green

CONTRIBUTION SUMMARY

	Annual Contribution
Automobile Liability Coverage	\$1,846
Auto Physical Damage Coverage	\$425
General Liability	\$2,310
Public Officials & Law Enforcement Liability	\$2,271
No Fault Property Damage	\$1,068
Environmental Impairment Liability	Included
Excess Coverage \$3,000,000	\$1,000
Property	\$2,319
Miscellaneous Items Coverage	\$300
Boiler & Machinery/Equipment Breakdown	\$1,099
Crime/Bond Coverage	\$300
Workers' Compensation Coverage	\$8,625
Line of Duty Act Coverage	\$1,472
Schedule Credit/Debit: (Included in Above Premiums)	\$0

Annual Premium	\$23,035
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Quarterly Installments available.

Signed Cover Page and Coverage Checklist must be signed and returned to VMLIP in order to bind coverage.

MEMBER NAME: Town of Bowling Green

MEMBER #: 0726

I. Coverages and Limits of Liability

<input checked="" type="checkbox"/>	Local Government Liability	
	Each Occurrence Limit	\$1,000,000
	Damages to Premises Rented to You	\$100,000
	Medical Expense Limit	\$10,000
<input checked="" type="checkbox"/>	No Fault Property Damage	\$10,000
<input checked="" type="checkbox"/>	Deductible	\$0
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 Combined Single Limit
<input checked="" type="checkbox"/>	Deductible	\$0
<input checked="" type="checkbox"/>	Uninsured Motorists	\$25,000 each person bodily injury/\$50,000 each accident bodily injury/\$20,000 each accident property damage
<input checked="" type="checkbox"/>	Automobile Medical Payments	\$10,000
<input checked="" type="checkbox"/>	No Fault Property Damage	\$10,000
<input checked="" type="checkbox"/>	Automobile Physical Damage	
<input checked="" type="checkbox"/>	Comprehensive	Actual Cash Value per vehicle per schedule
<input checked="" type="checkbox"/>	Collision	Actual Cash Value per vehicle per schedule
<input checked="" type="checkbox"/>	Deductible/Comprehensive	See Schedule
<input checked="" type="checkbox"/>	Deductible/Collision	See Schedule
<input type="checkbox"/>	Cyber Liability Damage	
	Deductible	
	Limit	
	Data Breach Fund Sublimit	
	Annual Member Aggregate/Shared Annual Pool Aggregate	\$0/\$0
<input checked="" type="checkbox"/>	Excess Liability	\$3,000,000
<input checked="" type="checkbox"/>	Property Coverage	If checked, subject to the Coverage Forms
<input checked="" type="checkbox"/>	Boiler and Machinery Coverage	If checked, subject to the Coverage Forms
<input checked="" type="checkbox"/>	Fidelity/Crime/Surety Coverage	If checked, subject to the Coverage Forms
<input checked="" type="checkbox"/>	Workers' Compensation Employers Liability	Statutory \$1,000,000 / \$1,000,000 / \$1,000,000
<input checked="" type="checkbox"/>	Line of Duty Act Liability	Statutory

For the period of July 1, 2018 to July 1, 2019 Local Government Liability and Automobile Liability is reinsured for amounts exceeding \$1,000,000 per occurrence on each line of coverage. Automobile physical damage coverage is reinsured excess of \$150,000.

For the period of July 1, 2018 to July 1, 2019 Cyber Liability is reinsured with \$25,000 per Claim retention limit.

For the period of July 1, 2018 to July 1, 2019 Property Coverage reinsurance is purchased excess of a \$1,000,000 retention on a per occurrence basis. The windstorm occurrence retention is \$1,000,000. Boiler and Machinery Coverage is reinsured with a \$100,000 retention except for objects over 350 hp, up to a \$350,000 retention.

For the period of July 1, 2018 to July 1, 2019, Fidelity, Crime and Surety Coverage is fully retained by VML Insurance Programs.

For the period of July 1, 2018 to July 1, 2019 Workers' Compensation and Employers Liability Coverage statutory reinsurance is purchased excess of a \$1,500,000 retention on a per occurrence basis.

For the period of July 1, 2018 to July 1, 2019 Line of Duty Act Liability Coverage the Pool will retain 100% of the exposure.

II. Contribution

See Contribution Summary Page. Due July 1, 2018. See Declaration Pages attached to Coverage Forms for contributions by individual coverage lines. The contribution was determined based on actuarially approved rates. In the event of a deficit in the Pool's fund, additional assessments may be imposed by the Members' Supervisory Board.

III. Servicing Company

VML Insurance Programs

IV. Liability of Members

A LOCAL GOVERNMENT GROUP SELF-INSURANCE POOL IS NOT PROTECTED BY THE VIRGINIA INSURANCE GUARANTY ASSOCIATION AGAINST DEFAULT DUE TO INSOLVENCY. IN THE EVENT OF INSOLVENCY, MEMBERS AND PERSONS FILING CLAIMS AGAINST MEMBERS MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO THEM BY THE POOL, REGARDLESS OF THE TERMS OF THE MEMBER AGREEMENT. IN THE EVENT THE POOL IS IN A DEFICIT POSITION, A MEMBER MAY BE LIABLE FOR ANY AND ALL UNPAID CLAIMS AGAINST SUCH MEMBER.

WITH REGARDS TO WORKERS' COMPENSATION LIABILITY, EACH MEMBER AGREES TO ASSUME AND DISCHARGE, JOINTLY AND SEVERALLY, ANY LIABILITY UNDER THE VIRGINIA WORKERS' COMPENSATION ACT OF ANY AND ALL EMPLOYERS PARTY TO SUCH AGREEMENT AND WHICH PROVIDES THAT, IN ADDITION TO THE RIGHTS OF THE POOL, IN THE EVENT OF FAILURE OF THE POOL TO ENFORCE SUCH RIGHTS AFTER REASONABLE NOTICE TO THE POOL, THE COMMISSION SHALL HAVE THE RIGHT INDEPENDENTLY TO ENFORCE ON BEHALF OF THE POOL THE JOINT AND SEVERAL LIABILITY OF ITS MEMBERS UNDER THE VIRGINIA WORKERS' COMPENSATION ACT AND THE LIABILITY OF MEMBERS FOR ANY UNPAID CONTRIBUTIONS OR ASSESSMENTS.

V. Rejection of Higher Uninsured Motorists Limits

THE MEMBER HAS READ THE MEMBER AGREEMENT AND THIS RENEWAL COVER PAGE, WHICH IS EXPRESSLY MADE PART OF THE MEMBER AGREEMENT. THE MEMBER HAS ALSO READ THE BUSINESS AUTOMOBILE POLICY AND THE BUSINESS AUTOMOBILE COVERAGE / RENEWAL DECLARATIONS. THE MEMBER ACKNOWLEDGES THAT THE BOARD OF VML INSURANCE PROGRAMS HAS NOT, BY RESOLUTION, OFFERED TO PROVIDE UNINSURED MOTORIST COVERAGE TO ITS MEMBERS. THE MEMBER UNDERSTANDS THAT IT IS POSSIBLE TO PURCHASE SUCH COVERAGE FROM OTHER COMMERCIAL CARRIERS, WITH COVERAGE LIMITS EQUAL TO THE POLICY'S LIABILITY COVERAGE LIMITS, UNLESS SUCH COVERAGE IS REJECTED BY THE MEMBER.

THE MEMBER UNDERSTANDS THAT IF ITS LIABILITY COVERAGE LIMIT EXCEEDS THE MINIMUM LIMIT SET BY VIRGINIA LAW, THE MEMBER MAY REJECT UNINSURED MOTORIST COVERAGE LIMITS EQUAL TO THE POLICY'S LIABILITY COVERAGE LIMIT, AND MAY SELECT LOWER LIMITS OF SUCH COVERAGE, PROVIDED THAT THE MEMBER MAY NOT SELECT UNINSURED MOTORIST COVERAGE IN AN AMOUNT LESS THAN THE MINIMUM LIABILITY COVERAGE LIMIT REQUIRED BY VIRGINIA LAW.

THE MEMBER HEREBY REJECTS UNINSURED MOTORIST COVERAGE AND UNDERINSURED MOTORIST COVERAGE IN THE AMOUNT EQUAL TO THE MEMBER'S LIABILITY COVERAGE LIMIT STATED IN THIS RENEWAL COVER PAGE, IN THE BUSINESS AUTOMOBILE POLICY, AND IN THE BUSINESS AUTOMOBILE COVERAGE / RENEWAL DECLARATIONS. THE MEMBER HEREBY SELECTS THE LOWER LIMIT OF UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE STATED IN THIS RENEWAL COVER PAGE, IN THE BUSINESS AUTOMOBILE POLICY, AND IN THE BUSINESS AUTOMOBILE COVERAGE / RENEWAL DECLARATIONS.

(Signature of Authorized Member Representative)

Town of Bowling Green

(Date)

Coverage Checklist

Member Name: Town of Bowling Green

Effective Date: 07/01/2018

Termination Date: 07/01/2019

	Yes	No	
Renew As Expires:	<input type="checkbox"/>	<input type="checkbox"/>	If yes, please skip to the signature line.
Automobile Liability Coverage (required):	<input type="checkbox"/>	<input type="checkbox"/>	
Automobile Comprehensive and Collision Coverage:	<input type="checkbox"/>	<input type="checkbox"/>	
Please bind quoted options:			
Deductible Amount: _____			
Please remove physical damage coverage from all vehicles _____ years or older with a value in excess of \$ _____			
Local Government Liability Coverage	<input type="checkbox"/>	<input type="checkbox"/>	
Cyber Liability Coverage	<input type="checkbox"/>	<input type="checkbox"/>	
General Liability Coverage Only	<input type="checkbox"/>	<input type="checkbox"/>	Req. Limit Change of: \$ _____
No-Fault Property Damage Coverage	<input type="checkbox"/>	<input type="checkbox"/>	
Excess Liability Coverage	<input type="checkbox"/>	<input type="checkbox"/>	Req. Limit Change of: \$ _____
Property Coverage			
Please bind quoted deductible option of: \$ _____			
Flood (Special Flood Hazards Zones B, C & X)	<input type="checkbox"/>	<input type="checkbox"/>	Req. Limit Change of: \$ _____
Flood (Special Flood Hazards Zones A & V) NFIP	<input type="checkbox"/>	<input type="checkbox"/>	
Earthquake	<input type="checkbox"/>	<input type="checkbox"/>	Req. Limit Change of: \$ _____
Extra Expense	<input type="checkbox"/>	<input type="checkbox"/>	Req. Limit Change of: \$ _____
Boiler & Machinery	<input type="checkbox"/>	<input type="checkbox"/>	
Crime/Fidelity Coverage	<input type="checkbox"/>	<input type="checkbox"/>	
Line of Duty Act Coverage	<input type="checkbox"/>	<input type="checkbox"/>	
Workers' Compensation Coverage	<input type="checkbox"/>	<input type="checkbox"/>	
If you desire any increased limit, added coverage or deductible option that was not offered above, please state requested change here: _____			

Name	Title	Date
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Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VI. Consent Agenda
F. TSYS Credit Card
and ACH Processing

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Melissa Lewis **PRESENTER TITLE:** Clerk/Treasurer

AGENDA ITEM: TSYS Credit Card and ACH Processing

BACKGROUND / SUMMARY: Currently the Town uses Vanco for online payment processing and Square for in office transactions. Vanco deducts transaction fees with each customer payment making the process of manually entering payments received online into the Bright System extremely confusing and cumbersome. While Square has been an effect way of collecting payments in office, TSYS is offering a package that hosts both in office and online Credit Card and ACH processing at a lower rate and charges processing fees monthly as one lump sum. TSYS also has the option to set up recurring automatic payments which is not offered by our current processor.

ATTACHMENTS:

Application for Merchant Card Processing for TSYS

REQUESTED ACTION:

Authorize Mayor to sign application and Town Treasurer to complete process of switching to TSYS for electronic payments.

FOR MORE INFORMATION, CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE:

PASSED

NOT PASSED

APPLICATION FOR MERCHANT CARD PROCESSING

STW Short Name: <u>UFMB</u>	Assoc #: <u>110806</u>
Sales Rep Name: <u>Juan Guerrero</u>	Sales Rep Code: <u>TF-0000107367</u> Branch # (if applicable) _____

For purposes of this application, "Processor" or "TSYS" is TSYS Merchant Solutions, LLC, or one of its affiliates, located at 12202 Airport Way, Suite 100, Broomfield, CO 80021 and can be contacted at (800)654-9256. Additional information can be found on the TSYS affiliated website, www.TSYS.com.

"Merchant Bank" or "Member Bank" is Synovus Bank, d/b/a Columbus Bank & Trust Company located at 1132 Broadway, 2nd Floor Jordan Building, Columbus, GA 31901, (706) 649-4900. Processor is a registered ISO/MSP of Columbus Bank & Trust Company.

1. BUSINESS INFORMATION

Legal Business Name (25 characters max) Town of Bowling Green			DBA Business Name (23 characters max) Town of Bowling Green		
Legal Address 117 Butler Street			DBA Address (Physical location, no PO Boxes) 117 Butler Street		
City BOWLING GREEN	State VA	ZIP 22427	City BOWLING GREEN	State VA	ZIP 22427
Legal Phone Number (804) 633-6212	Legal FAX Number		DBA Phone Number (804) 633-6212	DBA FAX Number	
Email address for Notices: <u>towntreasurer@townofbowlinggreen.com</u> (See "Notices" in the Merchant Card Processing Agreement included with this application for additional information relating to email address usage.)					
Customer Service Phone Number: (804) 633-6212			Length Owned? <u>25</u> Years <u> </u> Months		
Website address: <u>www.townofbowlinggreen.com</u>					
Preferred Address for:					
Statements? <input checked="" type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address					
Chargebacks? <input checked="" type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address <input type="checkbox"/> FAX _____					
<input type="checkbox"/> Email Address (TransLink) _____					
Contact Name: <u>Melissa Lewis</u> Title: <u>Secretary/Treasurer</u> Phone: <u>(804) 633-6212</u>					
Any prior bankruptcies? Business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, filing date? _____ Personal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, filing date? _____					
Business type: <input type="checkbox"/> Retail <input type="checkbox"/> Retail with tips <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO _____ % <input checked="" type="checkbox"/> Internet <u>100</u> % <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Utility <input type="checkbox"/> Pharmacy <input type="checkbox"/> Business to Business _____ %					
Detail business description (include Description of Products or Services Sold). Provide separate pages if needed: <u>Taxes/Utilities</u>			MCC / SIC <u>9399</u>		

2. W-9 INFORMATION

Taxpayer Identification Number: (Must be 9 digits) <u>54-6004151</u>		Business Name: (as shown on your income tax return up to 40 characters) <u>Town of Bowling Green</u>	
<input checked="" type="checkbox"/> EIN <input type="checkbox"/> Social Security Number <input type="checkbox"/> ITIN			
Address for IRS/Compliance notices: (if different than Legal Address given above) <u>117 Butler Street</u>		To consent to paperless delivery of IRS notices, please review and check the box below: <input checked="" type="checkbox"/> By checking this box, you acknowledge that you have read and agree to Consent to Paperless Delivery of Tax Related Documents located at WWW.TSYS.COM/DOCUMENTS and included with this application and that you consent to receiving IRS notices via paperless delivery.	
City <u>BOWLING GREEN</u> State <u>VA</u> Zip <u>22427</u>			
For purposes of paperless delivery of IRS Notices, you are required to provide a valid email address. If different from the email address already provided above, please indicate the email address where you wish to receive paperless delivery of your IRS Notices. If you consent to receive IRS/Compliance notices by paperless delivery, to have IRS/Compliance notices sent electronically, please indicate the email address where such notices should be sent. (Email address required) <u>towntreasurer@townofbowlinggreen.com</u>			

Type of Ownership:		Exempt Payee: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Ltd Liability Partnership
<input type="checkbox"/> Political Organization	<input type="checkbox"/> Public Corporation	<input checked="" type="checkbox"/> Government Entity	<input type="checkbox"/> Trust
		<input type="checkbox"/> Private Corporation	<input type="checkbox"/> Professional Association
			<input type="checkbox"/> Non Profit Corporation

3. OWNER AND OFFICER INFORMATION

NOTE: PRIVACY POLICY WITH RESPECT TO THE COLLECTION AND USE OF SOCIAL SECURITY NUMBERS CAN BE FOUND AT WWW.TSYS.COM

Name of Owner/Officer and Title	Social Security Number	Date of Birth	Percent Owned	Residential Address, City, State, Zip	Residential Phone Number
Melissa Lewis - Sec/Treasurer	- -	3/16/1982	0 %	10060 Pamunkey Rd, MECHANICSVILLE, VA 23116	(804) 445-3951
		/ /	%		

4. PATRIOT ACT / SITE SURVEY

PATRIOT ACT REQUIREMENTS -To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Complete Section I and II for all business types except if a publically-traded company or Government Entity where only Section I is required. Completion of Section III by Sales Representative is required.

Section I: Business Form of Identification	Items Reviewed	Section II: Individual Form of Identification	Items Reviewed
<input type="checkbox"/> Govt. Issued Business License Entity <input type="checkbox"/> Tax Return <input checked="" type="checkbox"/> Entity Articles <input type="checkbox"/> Business Financial Statement <input type="checkbox"/> Government Entity	Business Name: _____	<input type="checkbox"/> Driver's License <input type="checkbox"/> State ID <input type="checkbox"/> Passport <input type="checkbox"/> Military ID	Name: _____
	Date and Place of Issuance: _____		Date of Birth: _____
	ID/IRS Employer ID: _____		DL/ID#: _____
	Expiration Date: _____		Date of Issuance: _____
			State/County of Issuance: _____
			Expiration Date: _____
Section III: Site Survey			
Option B: <input checked="" type="checkbox"/> No site inspection performed (business license scanned and attached).			

5. CARD PROCESSING INFORMATION

Have you ever accepted credit cards before? Yes No If yes, what is the Processor's name? Vanco

Please provide the most recent 3 months of credit card processing statements.

Number of locations? 1 If you are affiliated with an existing account, please provide existing Merchant ID#: _____

Please check this box if you are applying for processing services for additional merchant locations. If the additional locations are under common ownership, federal tax identification number, same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this Application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this Application and the Merchant Card Processing Agreement referenced in and included with this Application. If the additional locations are not under common ownership or have varying tax identification numbers and authorized signatories, you will be required to submit a separate Application for Merchant Card Processing per location.

Do you bill your customers prior to goods being shipped? Yes No
 If Yes, how many days? 0-2 days 3-30 days 31-60 days 61-90 days Over 90 days

What is your Return and Refund Policy? (Please be specific)

How do you advertise? (check all that apply) Yellow pages Telemarketing Catalog Word of mouth Publications Mass/Direct mail Internet
 Other, please explain:

Please supply copies of advertising, including catalogs and brochures.
 Where applicable, provide video (TV), audio tape (Radio or IVR), and Web-page screen prints. List the URL (www. X .com, .net .org, etc.) on each page.

Card Types Requested? Select all that apply. All Credit Cards All Credit and PIN Based Debit Cards PIN Based Debit Cards Only **

*Merchant has the right not to accept all card types. **Point Of Sale programming cannot prohibit the acceptance of credit cards; therefore, it is the merchant's responsibility to enforce this. Processor, and not Merchant Bank, will settle American Express, PayPalTM In-Store, Discover, and JCB transactions.

Credit Card Processing Methods	Do you use a third party fulfillment house? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide name and address.	Average Credit/Debit Transaction (Ticket) Amount:	Total Credit/Debit Monthly Sales:
Card Swiped Transactions _____ %			
Manually Keyed (Card Present with Imprints) _____ %			
Manually Keyed (Card Not Present and/or Mail Order/Telephone Order) _____ %			
eCommerce (Card Not Present) _____ %			
Total (must equal 100%) _____ %		\$250.00	\$2,500.00
Business to Business (must be 0 - 100%) _____ %			

Does annual American Express volume exceed \$1,000,000? Yes No Would Merchant like to receive American Express marketing materials? Yes No
 *By checking "No" the merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Seasonal Business? Yes No If yes, indicate by "X" the months that are ACTIVE: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

List the names of each of your independent contractors or agents that will have access to store, process, or transmit cardholder data, including online shopping carts, payment gateways, hosting companies, and order-taking services. (Provide separate pages if needed).

6. BANKING INFORMATION

Name and Phone Number of Financial Institution	Routing Number (Shown on the bottom of check)	Bank Account Number (Shown on the bottom of the Check)	Type of Accounts	Use this account for*:
** UNION BANK & TRUST (800) 990-4828	051403164	103101	<input checked="" type="checkbox"/> checking	<input checked="" type="checkbox"/> daily settlement <input type="checkbox"/> TXP ACH settlement <input checked="" type="checkbox"/> monthly billing <input type="checkbox"/> TXP ACH fees <input checked="" type="checkbox"/> chargebacks

If nothing indicated, Financial Institution #1 will be used for all ACH activity. **AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Merchant Bank (defined on page 3) is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the account identified above and in the provided voided check (if applicable) relating to the above account (**) for all services contemplated under this Agreement. Said authority is granted to Merchant Bank's Processor and their agents.

7. TRADE REFERENCES

Bank or Trade Name	Account Number	Product Sold	Phone Number

8. FEE SCHEDULE

All Visa/MC/AXP/DISC/PP/JCB/Diners Card Types
 Discount Rate/Per Item Fee: 0.00 % + \$ 0.00 per item

Pricing Plan/Non-Qualified Surcharges:* TransFreedom

* All Non-Qualified fees apply to all Visa / MC / AXP / DISC / PP / JCB / Diners Card types

**The following association-related fees, as adjusted or allocated by TSYS, may be added to "Fees for Access to Card Brand Services" billing bundle or be itemized on merchant statements - Cross border international transaction assessments/program support, MC network access/brand usage (NABU), MC Digital Enablement, MC license fee, MC Account Status Inquiry Service (ASIS) fee, Visa US acquirer processing fee (APF), Visa Zero Floor Limit, Visa misuse of the authorization system, Visa FANF, Visa debit integrity, Credit Voucher fee for Visa, MC processing integrity, Discover data usage, American Express Access and System Processing fees may apply. Further Visa/MC/AXP/DISC/PP fees, including association Base II and kilobyte fees, Visa / MC / AXP / DISC / PP assessments, and \$15 Annual Location Fee for MC may also apply.

Batch Close Fee: Batch close and batch inquiries are considered "transactions" and will be billed at the same rate as Visa / MC / AXP / DISC / PP Trans Fees unless specified.

Monthly Minimum Discount: Applies to Discount Rate & captured transaction fees. Qualified T&E Surcharge of .60% will apply to T&E merchant transactions.

TransFreedom: In addition to your TransFreedom Monthly fee, Automatic Volume Purchase billing may apply to volume processed in excess of the current pricing tier at a rate of \$20.00 per every \$500.00 in additional processed volume.

Please see www.TSYS.com for ways to reduce processing and interchange expense.

Authorization Fee:	Voice Auth Fee \$	ARU Auth Fee \$	Batch Close Fee \$
All Card Types \$ <u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Monthly Service Fee	\$ <u>0.00</u>	Application Setup Fee	\$ <u>0.00</u>
Chargeback Fee	\$ <u>25.00</u>	Monthly Minimum	\$ <u>0.00</u>
ACH Return Fee	\$ <u>15.00</u>	ACH Change Fee	\$ <u>15.00</u>
Retrieval (Request for Copy) Fee	\$ <u>10.00</u>	TransFreedom Breach Coverage	\$ <u>0.00</u>
TransFreedom PCI	\$ <u>0.00</u>	TransFreedom TransLink	\$ <u>0.00</u>
Payment Gateway Monthly Fee	\$ <u>0.00</u>	Payment Gateway Setup Fee	\$ <u>0.00</u>
TransFreedom Bundle	\$ <u>79.00</u>		

Note: Processor and its contractors provide the additional products and services set forth in sections 9, 10 and 11, in addition to Purchasing Cards, Corporate Cards and Fleet Cards. Merchant Bank does not provide such services and has no responsibility or liability for them.

9. ADDITIONAL SERVICES AND TERMS

ACH Processing (ACH Addendum required) Check Services (CrossCheck Application required) Petro/Fleet (Petro addendum required)
 Voyager Wright Express (WEX)

PIN Debit/EBT Debit Discount Rate: NOTE-PIN Based Debit authorization and interchange fees may apply.
 PIN Based Debit Per Item Fee \$ 0.00 PIN Based Debit/EBT Monthly Fee \$ _____
 PIN Based Debit/EBT Application Fee \$ _____ EBT Per Item Fee \$ _____

Transaction Central/Transaction Express Processing Services:
 TC TC Plus TC Setup Fee \$ _____ (One time per POS) TC Monthly Gateway Fee \$ _____ (per POS) TXP Direct Swipe Monthly Fee \$ _____
 TXP ACH TXP Package Setup Fee \$ 0.00 (One time per POS) Package Monthly Fee \$ 5.00 (per POS) Integration Fee \$ _____
 QB Payment Terminal Setup Fee \$ _____ QB Payment Terminal Monthly Fee \$ _____
 ACH Discount Rate 0 % ACH Transaction Fee \$ 0.25 ACH Return Fee \$ 25.00 Fraud Check Fee \$ _____

Product Fees
 Translink Insights Monthly Fee \$ 29.99

Petro/Fleet (per Terminal) SmartLink (per Modem)
 Setup Fee: \$ _____ Monthly Fee: \$ _____ Setup Fee: \$ _____ Monthly Fee: \$ _____

Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement does not apply if checked)

Guardian Monthly Fee: \$ _____ Encryption Monthly Fee: \$ _____
 WebPass Setup Fee: \$ _____ MultiPass Setup Fee: \$ _____ Hosted Payment Setup Fee: \$ _____
 WebPass Monthly Fee: \$ _____ MultiPass Monthly Fee: \$ _____ Hosted Payment Monthly Fee: \$ _____

10. EQUIPMENT OPTIONS

Industry: Retail Retail w/ Tips Restaurant MOTO QPS Retail QPS Restaurant Lodging Petro/Fleet Cash Advance
 Equipment shipped to: DBA Legal Agent Other* N/A Merchant trained by: Agent TransFirst Other*
 Welcome Kit sent by: Agent TransFirst Welcome Kit shipped to: DBA Legal Agent Other* N/A

*If 'Other' was selected above, provide shipping details below:
 *Name: _____ *Address: _____
 *City: _____ *State: _____ *Zip: _____

Item Description	Model Number	Version or Serial #	QTY	Code	Price	Bill To	FEATURES			
							PIN Based Debit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Dial Prefix	
							<input type="checkbox"/> Cash Benefits Only	<input type="checkbox"/> Food Stamps*	<input type="checkbox"/> Both*	
							*EBT FNS/FCS# (7 digits):	Multi-Merchant	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
							Parent MID:	Number of Child Accts:		
							AVS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Invoice	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Corp/Purch Card	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	eCommerce	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Verification Code	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Quick Pymnt Srv	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Partial Auth	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Shared Line	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Auto Close	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Auto Close Time	
							Connection Method	<input type="checkbox"/> Dial <input type="checkbox"/> IP/SSL <input type="checkbox"/> Wireless		
							Store & Forward	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Memory Size	<input type="checkbox"/> 512K <input type="checkbox"/> 1Meg
							EMV Capabilities	<input type="checkbox"/> Contact <input type="checkbox"/> NFC/Contactless		
							Tip at Time of Sale	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Tip Calculator	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Merchant Email Address (Required): _____
 **Shipping, handling and tax will be billed in addition to the equipment price listed above. If merchant owned WAY terminal, SIM # & Serial# required. Bill To Options: Merchant, Agent, Transfirst, N/A.
Codes: FUA = Free Use Addendum (Submit FUA addendum with this Application), MO=Merchant Owned, PN=Purchase New, PO=Purchased Via Other Source, PRF=Purchased Refurbished, LSE=Lease, FLS=FD Leasing, EE=Encryption Exchange, **RTL=TransFirst Rental Program or **STR=Short Term Rental. Any free use equipment provided by TransFirst is, as between Merchant and TransFirst, the property of TransFirst and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TYSYS.com/DOCUMENTS and included with this application.

11. TRANSACTION CENTRAL/TRANSACTION EXPRESS/PROCESSNOW HARDWARE AND CONFIGURATION

Product: Transaction Central Transaction Central Plus (CC & ACH - ACH Addendum required) Transaction Express Transaction Express ACH

Input Types: Virtual Web Services Batch Post Hosted Industry: Retail MOTO eCommerce
 ***Integrated Product Name: _____
 ***Integrated Website Address: _____ ***Welcome Email Address: towntreasurer@townofbowlinggreen.com

Item Description	Config / Color	QTY	Code	Price	Bill To	TC FEATURES*		TC EXTENDED FEATURES*	
						Batch Close Method	<input type="checkbox"/> A <input type="checkbox"/> M <input type="checkbox"/> M/A	Corp/Purch Cards	<input type="checkbox"/> Y
						Recurring Method	<input type="checkbox"/> A <input type="checkbox"/> M	Duplicate Card Accep	<input type="checkbox"/> Y
						Multi-User	<input type="checkbox"/> Y	ECl (req'd for internet)	<input type="checkbox"/> Y
						Batch Uploaded	<input type="checkbox"/> Y	AVS	<input checked="" type="checkbox"/> Y
						Allow Blind Credits	<input type="checkbox"/> Y	Private Label	<input type="checkbox"/> Y
						Group ID:		PL Name:	
						PIN Based Debit	<input type="checkbox"/> Y		
						TXP PROCESSING OPTIONS*			
						Batch Close Method	<input checked="" type="checkbox"/> M/A	Batch Close Time:	18:00
						Direct Swipe	<input type="checkbox"/> Y		
						Partial Auth	<input checked="" type="checkbox"/> Y		
						Batch Response File	<input type="checkbox"/> Y	File Split	<input type="checkbox"/> Y
						Private Label	<input type="checkbox"/> Y	Pin Based Debit	<input type="checkbox"/> Y
						Static IP:	<input type="checkbox"/> Y	IP Address:	
						Subnet Mask:		Gateway:	
						DNS 1:		DNS 2:	

Special Instructions: _____
 *Important: If feature not selected, it will be defaulted off. If Manual Recurring is selected, Auto Recurring is also activated. If both ECI and Recurring needs to be setup under 1 MID, 2 Transaction Central setups are required. Note: A=Auto / M=Manual

**Shipping, handling and tax will be billed in addition to the equipment price listed above. Bill To Options: Merchant, Agent, Transfirst, N/A.
Codes: FUA = Free Use Addendum (Submit FUA addendum with this Application), MO=Merchant Owned, PN=Purchase New, PO=Purchased Via Other Source, PRF=Purchased Refurbished, LSE=Lease, FLS=FD Leasing, EE=Encryption Exchange, **RTL=TransFirst Rental Program or **STR=Short Term Rental. Any free use equipment provided by TransFirst is, as between Merchant and TransFirst, the property of TransFirst and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TSYS.com/DOCUMENTS and included with this application.

PLEASE CAREFULLY REVIEW THE MERCHANT CARD PROCESSING OPERATING GUIDE (the "OPERATING GUIDE") AND THE TERMS AND CONDITIONS OF VERSION 15.0118 OF THE MERCHANT CARD PROCESSING AGREEMENT (the "MPA") AVAILABLE AT WWW.TSYS.COM/DOCUMENTS, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE. IF APPLICABLE, PLEASE ALSO CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION 5.0614 OF THE CARD NOT PRESENT ADDENDUM TO THE MERCHANT CARD PROCESSING AGREEMENT AVAILABLE AT WWW.TSYS.COM/DOCUMENTS, WHICH IS HEREBY INCORPORATED BY REFERENCE.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA and the Operating Guide. Merchant and each Guarantor signing below hereby acknowledge that they have read this application and the MPA and agree to be bound by the terms and conditions contained in those documents. Merchant (and Guarantor when applicable) by signing below agrees to comply with the Operating Guide. Merchant certifies that all information provided in this application is true, correct and complete. Merchant (and Guarantor when applicable) authorizes the Merchant Bank and Processor or their respective agents to make whatever inquiries the Merchant Bank or Processor deems appropriate to investigate and verify any of the credit, financial and other information given by Merchant for the purpose of this application, including credit references and to obtain credit reports on each person signing below. Credit or other information on Merchant, owners, officers and any guarantors of the Merchant may be requested for purposes of this application and during the merchant processing relationship pursuant to the MPA.

If 'RTL' or 'STR' is indicated in Section 10, then by signing below, and upon receiving delivery of the rental equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of either the POS Portal Rental Agreement or the Equipment Terms set forth in Section 24 of the Merchant Card Processing Agreement (as applicable). If renting equipment from POS Portal, Inc. ("POS Portal"). Merchant authorizes POS Portal to verify the application information and receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If 'FLS' is indicated, then by signing below and upon receipt of the First Data Global Leasing (FDGL) equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of the Equipment Lease Agreement.

Processor will settle your American Express®, PayPal In-Store Checkout and Discover® transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, MasterCard, American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and MasterCard settlement; and (c) Merchant will not have a direct relationship with American Express, PayPal or Discover and the terms set forth in the MPA for American Express, PayPal In-Store and Discover transactions will apply. By signing below, Merchant agrees to be bound by the PayPal Operating Regulations for In-Store Checkout and the American Express merchant requirements contained in the Operating Guide. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

If the TransFreedom Program is selected above, then by signing Merchant acknowledges, accepts and agrees that pricing is based upon processed volume and average ticket size and that this pricing may be subject to Automatic Volume Purchase billing, in addition to the TransFreedom monthly fee, if Merchant's actual processing volume exceeds its current pricing tier. Merchant accepts and agrees that it is obligated for all monthly pricing based on its processed volume and average ticket size, including any applicable Automatic Volume Purchase billing.

If Check Services is selected above, then CrossCheck acceptance shall be added to this application and by signing below, Merchant agrees to be bound by and perform in accordance with all the terms and conditions and provisions of the Check Services Agreement and as set forth by CrossCheck. Merchant acknowledges that the Terms and Conditions for Check Service will be sent to Merchant upon approval by CrossCheck.

By electing to process Credit Card and/or Debit Card transactions and by signing this application, Merchant grants consent and authorization to Merchant Bank or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under and in accordance with the terms and conditions of this application and the MPA.

By electing to process ACH transactions and by signing this application, Merchant grants consent and authorization to Processor or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under the Automated Clearing House (ACH) Addendum and ACH Terms and Conditions available at WWW.TSYS.COM/DOCUMENTS, which are incorporated by this reference. By signing below Merchant acknowledges that it has read and agrees to be bound by the ACH Addendum, and the ACH Terms and Conditions (v5.0417TC for TC Plus or v3.0417TXP for TXP ACH depending on processing services selected in Section 9).

Merchant certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Any unilateral alteration, strikeover or modification to the preprinted text or line entries of the application or MPA shall be of no effect. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

12. MERCHANT(S) SIGNATURE(S)		GUARANTORS(S) SIGNATURE(S)	
1) _____ Merchant Signature (Owner or Officer)	_____ Date	1) _____ Guarantor Signature	_____ Date
Melissa Lewis Print Name	Sec/Treasurer Title	_____ (No titles)	_____
2) _____ Merchant Signature (Owner or Officer)	_____ Date	2) _____ Guarantor Signature	_____ Date
_____ Print Name	_____ Title	_____ (No titles)	_____

Card Organization Disclosure Page

Merchant Services Provider Contact Information

Name: TSYS Merchant Solutions, LLC
Address: 12202 Airport Way, Ste 100, Broomfield, CO 80021
URL: www.TSYS.com
Customer Service #: 800-654-9256

Member Bank/Merchant Bank Information

The Bank's mailing address is Synovus Bank, d/b/a Columbus Bank and Trust Company, located at 1132 Broadway, 2nd Floor Jordan Building, Columbus, GA, 31901, and the phone number is (706) 649-4900.

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal party to the Merchant Card Processing Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Card Processing Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Card Organization Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html#3>.
- You may download "MasterCard Rules" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.

The responsibilities above do not replace the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information (* = Required)

*Business Legal Name (Printed): Town of Bowling Green
*Business Address: 117 Butler Street BOWLING GREEN, VA 22427
*Business Phone: (804) 633-6212
*Signature of Owner or Officer: _____
*Printed Name of Owner or Officer: Melissa Lewis
*Title: Sec/Treasurer
*Date: 3/15/2018

Automated Clearing House (ACH) Addendum

(To be used in conjunction with the Application for Merchant Card Processing if choosing to process credit card and ACH transactions)

This document is an Addendum ("Addendum") to the Application for Merchant Card Processing ("Application") and Merchant Card Processing Agreement ("MPA") (the Application and the MPA are collectively referred to as the "Merchant Agreement"), by and between TransFirst, LLC or one of its affiliated entities ("Processor"), located at 12202 Airport Way, Suite 100, Broomfield, CO 80021 and the Merchant identified in the Business Information section herein. Processor may be contacted at (800) 654-9256. Merchant and Processor are hereinafter collectively referred to as the "Parties".

STW Short Name: <u>UFMB</u>	Assoc #: <u>110806</u>		
Sales Rep Name: <u>Juan Guerrero</u>	Sales Rep Code: <u>TF-</u>	Branch #: (if applicable) _____	
BUSINESS INFORMATION			
Merchant DBA Name: (23 characters max) <u>Town of Bowling Green</u>			
PROCESSING INFORMATION			
Have you ever accepted ACH payments before? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the ACH processor's name?			
Projected ACH Transaction Volume and Threshold Parameters:		Projected ACH Transaction Activity:	
Maximum Single Transaction Amount	\$ 500.00	Internet Initiated Entries (WEB) % of total	100%
Maximum Number Daily Transactions	5	Telephone Initiated Entries (TEL) % of total	%
Maximum Monthly Transaction Amount	\$ 3000.00	Prearranged Payment & Deposit Entries (PPD) % of total	%
Maximum Number Monthly Transactions	150	Corporate Credit or Debit Entries (CCD) % of total	%
		Must equal 100%	
Telephone (TEL) authorizations must be recorded. Prearranged Payment and Deposit Entries (PPD) requires a signed authorization form for Direct Deposits (ACH Debits).			

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Addendum, the Parties agree and desire to amend the Merchant Agreement to include the Merchant's election to process credit card and ACH transactions and to incorporate the information provided by the Merchant above. The Parties further agree as follows:

1. Capitalized Terms. Capitalized terms in this Addendum that are not defined herein shall have the same meaning given to them in the Merchant Agreement.
2. Authorization for Automatic Funds Transfer (ACH). TransFirst is authorized to initiate or transmit automatic debit and / or credit entries to the account identified in the Merchant Application for any and all services and fees contemplated under this Addendum and the Merchant Agreement. Said authority is granted to TransFirst, its affiliates and agents.
3. Acknowledgements by Merchant. Merchant acknowledges that it has received the ACH Terms and Conditions (either v4.0715TC for TC Plus or v2.0715TXP for TXP ACH depending on processing services selected) and the MPA, located at <http://www.transfirst.com/documents.html> and acknowledges that it has read, reviewed, understood and accepts and agrees to be bound by both the ACH Terms and Conditions and terms and conditions of the MPA.
4. Merchant Agreement is in full force and effect. The Parties expressly acknowledge, accept and agree that except as otherwise amended pursuant to this Addendum, the Merchant Agreement remains in full force and effect in accordance with its terms.
5. Entire Agreement. In the event of a conflict between the terms and conditions of the Merchant Agreement and this Addendum, the terms and conditions of the Merchant Agreement shall govern. The Merchant Agreement, as amended by this Addendum, constitutes the complete and entire understanding of the parties with respect to the subject matter hereof.
6. Voluntary Agreement. The Parties have consulted with or had the opportunity to consult legal counsel concerning this Addendum, and have conducted such inquiry as they deem necessary and advisable prior entering into this Addendum.
7. Merchant Card Application and Signature(s). The Merchant accepts and agrees that the persons signing the Application have read and agree to be bound by the terms and conditions of the Merchant Agreement and this Addendum. Further, the Merchant agrees that by filling out and submitting this Addendum with its signed Application, the Merchant has elected to process credit card and ACH transactions and that the Merchant accepts and agrees to be bound by the terms of this Addendum, the Merchant Agreement, the ACH Terms and Conditions and any and all other rules and regulations governing the processing of credit card and ACH transactions.
8. Effective Date of the Merchant Agreement and this Addendum. The Parties agree that the effective date of the Merchant Agreement and this Addendum will be the earlier date of the presentation of the first Transaction, including any test Transaction, by Merchant to Bank or the date Bank approves the Merchant Application. By either Merchant's signature on the Merchant Application or Merchant's processing a Transaction with Bank, Merchant confirms approval of the Merchant Agreement and Addendum the Merchant's acceptance and agreement to be bound by the Merchant Agreement and ACH Terms and Conditions.

Consent to Paperless Delivery of Tax-Related Documents

Please read this information carefully and print or download a copy for your files.

You may elect to receive tax-related documents from TransFirst, LLC or its affiliates ("TransFirst") via electronic delivery either via email or delivered through a web interface, where you can go to a web site and download the statement. However, IRS guidelines require that you must first review these disclosures and provide your affirmative consent to receiving information in an electronic format. This Consent to Paperless Delivery ("Consent") is effective until withdrawn by you. This is your copy of the Consent.

By agreeing to accept required tax-related documents electronically, you also agree that:

1. Your computer system meets the hardware and software requirements stated below under "System Requirements"; and
2. You will promptly notify TransFirst of any change in your e-mail address by providing your merchant taxpayer identification number and merchant name as it appears on your Form W-9 either by calling TransFirst at (800) 654-9256, or by writing to:

TransFirst, LLC
12202 Airport Way, Suite 100
Broomfield, Colorado 80021
c/o IRS Account Maintenance

Consent to Paperless Delivery of Tax-Related Documents

By clicking on the "I have read the Consent and consent to paperless delivery" checkbox, you acknowledge that you have read and understand this Consent, and that you affirmatively consent to receive and acknowledge that you can access, receive, print and retain your tax-related documents (including IRS Form 1099) electronically. You agree that such information may be communicated online by posting notices, disclosures and other communications on our website or by sending such information to you by e-mail. Your consent to receive tax-related documents electronically will be effective until withdrawn (see "Withdrawal of Consent"). If you do not specifically consent to the electronic delivery of tax-related documents by clicking the applicable checkbox, you will continue to receive paper copies of all required tax-related documents, including Form 1099.

Additional Paper Copies

In addition to consenting to and obtaining electronic copies, you may request additional paper copies of your tax-related documents by contacting TransFirst as provided above. Requesting a paper copy of your tax-related documents will not be considered a withdrawal of your consent for paperless delivery. You must formally withdraw consent to begin regularly receiving a paper copy of your future tax-related documents.

Notification of Change to E-mail Address

You agree to notify us promptly if your e-mail address or other account information changes by contacting us as provided above. For information that is required by law to be sent to you,

including Form 1099, if we receive an electronic notice that an e-mail is undeliverable due to an incorrect or inoperable e-mail address, we will resend such information via U.S. Postal Service.

Withdrawal of Consent

Withdrawal of consent to paperless delivery is prospective only. Any withdrawal ensures that future tax-related documents will be delivered to you as a paper document, but does not apply to any document that has already been furnished to you electronically. You may withdraw your Consent to paperless delivery by providing written notice either (1) by mail at the address set forth above; or (2) by email to etaxoptout@transfirst.com. TransFirst may take up to 10 business days after receipt to process your request. In each case, state that you are withdrawing consent to paperless delivery of tax-related documents, and provide the merchant's taxpayer identification number and the merchant's name as it appears on its Form W-9.

System Requirements

To access your electronic tax-related documents, you need to be able to read Adobe PDF files. To do this, you must have Adobe Acrobat Reader installed on your computer. It can be downloaded for free at <http://get.adobe.com/reader/>. You also need to have a computer with Internet access that supports the use of a browser that supports 128-bit encryption, and will need to have JavaScript enabled in your browser. You need hardware as necessary to support this software. In order to keep copies for your records, you will need to have access to a printer or have the ability to download information.

Agreement

You understand and intend that your clicking on the "I have read the Consent and consent to paperless delivery" checkbox shall operate as your signature and you acknowledge that you have read the Consent and have printed or downloaded a copy for your records. You further acknowledge that you affirmatively consent to receive your tax-related documents, including IRS Form 1099 electronically. Tax-related documents will remain available electronically for at least one year after the date the document is first made available to you electronically.

Notice of termination

TransFirst reserves the right to stop paperless delivery of your tax-related documents at any time by giving you notice. If TransFirst does so, TransFirst will send you paper copies of your tax-related documents.

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VII. New Business
A. Designate Newspaper of Record

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Melissa Lewis

PRESENTER TITLE: Clerk/Treasurer

AGENDA ITEM: Designate Newspaper of Record

BACKGROUND / SUMMARY: On March 29, 2018 The Caroline Progress printed its last paper and went out of business. The Caroline Progress was or newspaper of record for legal advertisements such as public hearings. As required by State Law Public Notices must be published in a Newspaper of having general circulation in the Town. The two papers having circulation in Bowling Green are the Free Lance Star and the Richmond Times Dispatch. The Free Lance Star is more readily available for purchase in Bowling Green and has more reasonable rates for advertising that the Richmond Times Dispatch.

Pricing comparison:

The Caroline Progress	The Free Lance Star	Richmond Time Dispatch
\$11.80 per col. Inch	\$12.40 per col. Inch	\$27.40 per col inch

ATTACHMENTS:

None.

REQUESTED ACTION:

Designate a Newspaper of Record in which Public Hearing Notices will be published

FOR MORE INFORMATION, CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE:

PASSED

NOT PASSED

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VII-B Set Public Hearing
Date for FY 2019 Budget and Tax & Utility Rates

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/ MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck **PRESENTER TITLE:** Town Manager

AGENDA ITEM: VII-B Set Public Hearing Date for FY 2019 Budget and Tax & Utility Rates

BACKGROUND / SUMMARY: The proposed Budget and Tax and Utility Rates have been developed in conjunction with the Budget and Personnel Committee.

ATTACHMENTS: Public Hearing Notice

REQUESTED ACTION: Authorize Town Manager to have public hearing notice published.

FOR MORE INFORMATION, CONTACT:

Phone#: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:
Reese Peck

FOR USE DURING MEETING

Y	N		Y	N
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>

VOTE: PASS NOT PASSED

McDearmon
Wright
Gibson
Satterwhite

**NOTICE OF PUBLIC HEARING ON
THURSDAY, MAY 3, 2018
TOWN OF BOWLING GREEN, VIRGINIA
PROPOSED BUDGET FOR FISCAL YEAR
JULY 1, 2018 – JUNE 30, 2019
AND PROPOSED CHANGES IN THE TAX AND PUBLIC UTILITY RATES**

The following Town Manager’s recommended budget synopsis is prepared and published for information and fiscal planning purposes only. The inclusion in the Budget of any item does not constitute a commitment or obligation on the part of the Town of Bowling Green’s Council to appropriate any funds for that item or purpose. The Budget has been presented on the basis of the estimates and requests submitted to the Town Manager’s Office by the several Officers and Department Heads of the Town. There is no obligation or allocation of any funds of Town of Bowling Green for any purpose until there has been an appropriation for that purpose by the Town of Bowling Green Council.

The Bowling Green Town Council will, on Thursday, May 3, 2018 at 7:00 p.m. at the Bowling Green Town Hall, hold a public hearing for informational and fiscal planning purposes to consider the following proposed budget for the fiscal year ending June 30, 2019. The Public Hearing is held allowing the public to question and comment on the proposed Budget and changes in the tax and public utility rates subject to reasonable time limits and procedures established by the Bowling Green Town Council. Written comments are also accepted by mail prior to the meeting and may be presented to the Board at the meeting.

Pursuant to Sections 15.2-2506 and 58.1-3007, Code of Virginia (1950), as amended, the Bowling Green Town Council will hold a Public Hearing on the proposed Budget for Fiscal Year 2018-2019 and the proposed changes in tax and public utility rates at 7:00 p.m. Thursday, May 3, 2018, in the Bowling Green Town Hall, 117 Butler Street, Bowling Green, Virginia, 22427.

A complete copy of budget is available for public inspection weekdays from 9:00 AM until 5:00 PM at the Bowling Green Town Hall, 117 Butler Street, Bowling Green, Virginia, 22427. Questions about the budget may be directed to A. Reese Peck, Town Manager. 804-633-6212; and on the Town of Bowling Green website at <http://www.townofbowlinggreen.com/>

Authorized by A. Reese Peck, Town Manager

Proposed Water and Sewer Rates for the Town of Bowling Green											
Residential			Commercial			Residential			Commercial		
In-Town			In-Town			Out-of-Town			Out-of-Town		
	Water	Sewer		Water	Sewer		Water	Sewer		Water	Sewer
Base	\$5	\$17	Base	\$10	\$37	Base	\$20	\$35	Base	\$20	\$35
Capital Charge	\$9	\$9	Capital Charge	\$9	\$9	Capital Charge	\$9	\$9	Capital Charge	\$9	\$9
Administrative	\$1	\$1	Administrative	\$1	\$1	Administrative	\$1	\$1	Administrative	\$1	\$1
0-4,000	\$1.52	\$9.55	0-4,000	\$1.52	\$9.55	0-4,000	\$1.52	\$9.55	0-4,000	\$1.52	\$9.55
4,000-8,000	\$1.83	\$9.85	4,000-8,000	\$1.83	\$9.85	4,000-8,000	\$1.83	\$9.85	4,000-8,000	\$1.83	\$9.85
8,000-10,000	\$4.25	\$10.13	8,000-10,000	\$4.25	\$10.13	8,000-10,000	\$4.25	\$10.13	8,000-10,000	\$4.25	\$10.13
Over 10,000	\$4.86	\$11.00	Over 10,000	\$4.86	\$11.00	Over 10,000	\$4.86	\$11.00	Over 10,000	\$4.86	\$11.00

Solid Waste Collection Bi-Monthly Rate Schedule (In Town Only)

Residential Rates: Current Rate-\$30.60

Proposed Rate – No Change

Commercial Rates: Current Rate-\$24.48 bimonthly/per cubic yard Proposed Rate – No Change

Proposed Tax Rates for Calendar Year 2018

	Current Rate	Proposed Rate
Real Estate	\$0.13/\$100	No increase
Personal Property	\$0.72/\$100 of 100% of assessed valuation	No increase
Mobile Homes	\$0.10/\$100 of assessed valuation	No increase
Machinery/Tools	\$0.72/\$100	No Increase
Route 301 Tax Dist.	\$0.52/\$100 of assessed valuation	\$0.88/\$100

Vehicle License Tax - \$35 (an increase of \$10) for cars and light trucks, and \$25 (an increase of \$7) for motorcycles

		CURRENT FISCAL YEAR 2018	PROPOSED FISCAL YEAR 2019	INC./DEC.
REVENUE ESTIMATES				
	FUND #100 General Funds			
	Real Estate	\$139,000	\$141,500	\$2,500
	Route 301 Special Tax	\$20,300	\$0	(\$20,300)
	Public Service	\$4,500	\$4,500	\$0
	Personal Property	\$39,000	\$36,500	(\$2,500)
	Penalty & Interest	\$2,550	\$4,000	\$1,450
	Revenue From Use Of Money	\$1,000	\$1,000	\$0
	Refuse Collection	\$85,000	\$85,000	\$0
	Farmers Market	\$500	\$0	(\$500)
	Sales Tax	\$27,000	\$30,000	\$3,000
	Consumer Utility Tax	\$30,000	\$30,000	\$0
	Business License	\$75,000	\$75,000	\$0
	Vehicle License & Registration Fees	\$17,000	\$20,650	\$3,650
	Bank Stock Tax	\$144,000	\$150,000	\$6,000
	Transient Occupancy Tax	\$4,500	\$4,500	\$0
	Meals Tax	\$210,000	\$210,000	\$0
	Permits, Fees And Licenses	\$2,200	\$1,700	(\$500)
	Fines and Forfeitures	\$4,400	\$30,400	\$26,000
	Rentals	\$36,050	\$31,100	(\$4,950)
	Other Miscellaneous Revenue	\$0	\$500	\$500
	VA Police Funding	\$23,000	\$23,000	\$0
	PPTRA State Reimbursement	\$22,000	\$22,000	\$0
	Communications Tax	\$43,000	\$43,000	\$0
	Special Activities Fees	\$10,000	\$0	(\$10,000)
	Grants	\$25,000	\$1,000	(\$24,000)
	VA Fire Program	\$11,000	\$11,000	\$0
	Use of Fund Balance	\$294,468	\$117,509	(\$176,959)
	Total General Funds	\$1,270,468	\$1,073,859	(\$19,650)
	Other Funds (Net of Transfers)			
	FUND #300 CIP	\$6,316,000	\$0	(\$6,316,000)
	FUND #320 Economic Development Authority (Fund Balance)	\$0	\$25,000	\$25,000
	FUND #400 Events and Activities	\$23,500	\$39,000	\$15,500
	FUND #420 Debt Service	\$0	\$55,859	\$55,859
	FUND #500 Water	\$300,226	\$293,390	(\$6,836)
	FUND #510 Water Capital Reserve	\$0	\$104,556	\$104,556
	FUND #520 Sewer	\$398,586	\$382,250	(\$16,336)
	FUND #530 Sewer Capital Reserve	\$0	\$35,490	\$35,490
	Total Other Funds	\$7,038,312	\$935,545	(\$6,102,767)
	TOTAL REVENUE ESTIMATES	\$8,308,780	\$2,009,404	(\$6,122,417)
EXPENDITURE ESTIMATES				
	FUND #100 General Funds			
	Council And Manager	\$199,804	\$199,413	(\$391)
	Clerk/Treasurer	\$174,588	\$206,790	\$32,202
	Outside Agency/ Community Donations	\$3,367	\$0	(\$3,367)
	Police Department	\$78,700	\$101,440	\$22,740
	Donations	\$0	\$13,000	\$13,000
	Donations - State Funds	\$11,000	\$0	(\$11,000)
	Bg/VFD Donation	\$1,000	\$0	(\$1,000)
	Bg/VRS Donation	\$1,000	\$0	(\$1,000)
	Streets/Sidewalks	\$31,500	\$0	(\$31,500)
	Refuse Collection	\$89,500	\$0	(\$89,500)
	Public Works	\$130,820	\$314,275	\$183,455
	Town Hall Expenses	\$33,000	\$0	(\$33,000)
	Activity Program	\$7,500	\$0	(\$7,500)
	Economic Development & Tourism	\$20,000	\$0	(\$20,000)
	Economic Development	\$5,000	\$0	(\$5,000)
	Total Direct Expenditures	\$786,779	\$834,918	\$48,139
	GENERAL FUND TRANSFERS			
	FUND #300 Capital Reserve Fund	\$262,000	\$10,000	(\$252,000)
	FUND #400 Events and Activities	\$0	\$52,450	\$52,450
	FUND #420 Debt Service	\$78,075	\$160,141	\$82,066
	FUND #500 Water	\$45,000	\$0	(\$45,000)
	FUND #520 Sewer	\$98,614	\$0	(\$98,614)
	Total Transfers	\$483,689	\$222,591	(\$261,098)
	OTHER FUND EXPENDITURES			
	FUND #300 Capital Reserve Fund	\$6,490,000	\$10,000	(\$6,480,000)
	FUND #320 Economic Development Authority	\$0	\$25,000	\$25,000
	FUND #400 Events and Activities	\$23,500	\$91,450	\$67,950
	FUND #420 Debt Service	\$78,075	\$216,000	\$137,925
	FUND #500 Water Operations	\$250,443	\$293,390	\$42,947
	FUND #510 Water Capital Reserve Fund	\$0	\$104,556	\$104,556
	FUND #520 Sewer Operations	\$445,700	\$382,250	(\$63,450)
	FUND#530 Wastewater Treatment Capital Reserve Fund	\$0	\$51,840	\$51,840
	Total Other Funds	\$7,287,718	\$1,174,486	(\$6,113,232)
	TOTAL EXPENDITURE ESTIMATES (Net of Transfers)	\$8,074,497	\$2,009,404	-\$6,065,093
SUMMARY				
	TOTAL TOWN BUDGET REVENUES (Net of Transfers)	\$8,308,780	\$2,009,404	
	TOTAL TOWN BUDGET NET EXPENDITURES	\$8,074,497	\$2,009,404	
	Beginning General Fund Unassigned Fund Balance - July 1, 2017	\$789,763		
	Ending General Fund Unassigned Fund Balance - June 30, 2018	\$569,763		
	Beginning General Fund Unassigned Fund Balance - July 1, 2018		\$569,763	
	Use of Fund Balance		\$117,509	
	Ending General Fund Unassigned Fund Balance - June 30, 2019		\$452,254	

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
 Agenda Item: VII-C Schedule Public Hearing for O-2018-004 – An ordinance allowing annual public utility and tax rates to be set annually as part of the Town’s budget process and to increase the water reconnection fee.

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/ MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck

PRESENTER TITLE: Town Manager

AGENDA ITEM: VII-C Schedule Public Hearing for O-2018-004 – An ordinance allowing annual public utility and tax rates to be set annually as part of the Town’s budget process and to increase the water reconnection fee.

BACKGROUND / SUMMARY:

ORDINANCE NUMBER 2018-004 AMENDS THE BOWLING GREEN TOWN CODE, CHAPTER 5, “PUBLIC FACILITIES,” ARTICLE I, “PUBLIC UTILITIES,” DIVISION 1, “SEWER REGULATIONS,” SECTION 5-103, “RATES AND BILLING”. ORDINANCE NUMBER 2018-004 ALSO AMENDS BOWLING GREEN TOWN CODE, CHAPTER 5, “PUBLIC FACILITIES,” ARTICLE I, “PUBLIC UTILITIES,” DIVISION 2, “WATER REGULATIONS,” SECTION 5-177, “RATES FOR SERVICE WITHIN TOWN,” SECTION 5-178, “RATES FOR SERVICE OUTSIDE OF TOWN,” SECTION 5-179, “STATEMENT OF CHARGES,” AND SECTION 5-180, “PENALTY FOR NONPAYMENT; DISCONTINUANCE OF SERVICE; REESTABLISHMENT.” LASTLY, ORDINANCE NUMBER 2018-004 AMENDS THE BOWLING GREEN TOWN CODE, CHAPTER 7, “TAXATION,” ARTICLE VII, “VEHICLE LICENSE,” SECTION 7-803, “APPLICATION FOR LICENSE; AMOUNT OF TAX-MOTOR VEHICLES; MOTORCYCLES.”

ATTACHMENTS: Public Hearing Notice

REQUESTED ACTION: Authorize Town Manager to have public hearing notice published.

FOR MORE INFORMATION, CONTACT:

Phone#: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE: PASS NOT PASSED

**BOWLING GREEN TOWN COUNCIL
PUBLIC HEARING**

The Bowling Green Town Council will conduct a public hearing on Thursday, May 3, 2018, at 7:00 PM in Town Hall, 117 Butler Street. The purpose of the hearing will be for the Council to receive public comment on and consider the following matter:

Ordinance O-2018-004 “An ordinance allowing annual public utility and tax rates to be set annually as part of the Town’s budget process and to increase the water reconnection fee.”

These amendments allow water and sewer rates and the vehicle tax to be setting annually as part of the Town’s budget process and to increase the water service reconnection fee.

All interested persons may attend the hearings and be heard. Copies of the proposals are available for review in Town Hall during business hours. Any person requiring assistance in order to participate in the hearings is asked to contact the Town Manager in advance so appropriate arrangements can be made.

A. Reese Peck
Town Manager

ORDINANCE NUMBER 2018-004

ORDINANCE NUMBER 2018-004 AMENDS THE BOWLING GREEN TOWN CODE, CHAPTER 5, "PUBLIC FACILITIES," ARTICLE I, "PUBLIC UTILITIES," DIVISION 1, "SEWER REGULATIONS," SECTION 5-103, "RATES AND BILLING". ORDINANCE NUMBER 2018-004 ALSO AMENDS BOWLING GREEN TOWN CODE, CHAPTER 5, "PUBLIC FACILITIES," ARTICLE I, "PUBLIC UTILITIES," DIVISION 2, "WATER REGULATIONS," SECTION 5-177, "RATES FOR SERVICE WITHIN TOWN," SECTION 5-178, "RATES FOR SERVICE OUTSIDE OF TOWN," SECTION 5-179, "STATEMENT OF CHARGES," AND SECTION 5-180, "PENALTY FOR NONPAYMENT; DISCONTINUANCE OF SERVICE; REESTABLISHMENT." LASTLY, ORDINANCE NUMBER 2018-004 AMENDS THE BOWLING GREEN TOWN CODE, CHAPTER 7, "TAXATION," ARTICLE VII, "VEHICLE LICENSE," SECTION 7-803, "APPLICATION FOR LICENSE; AMOUNT OF TAX-MOTOR VEHICLES; MOTORCYCLES."

BE IT ORDAINED by the Bowling Green Town Council, at its regular monthly meeting on the 7th day of June, 2018, that the Bowling Green Town Code, Chapter 5, "Public Facilities," Article I, "Public Utilities," Division 1, "Sewer Regulations," Section 5-103, "Rates and Billings" be amended to read in its entirety as follows:

"Section 5-103. Rates and billings.

~~(a) Sewage disposal rates shall be as follows:~~

~~(1) In-Town rates:~~

~~[a] Each customer within the corporate limits of the Town who is served by the sewage disposal system of the Town, shall be charged Two Hundred Sixty One percent (261%) of the total water consumption charge for each residential customer and Two Hundred Eight Two percent (282%) of the total water consumption charge for each commercial customer.~~

~~[b] Each customer within the corporate limits of the Town that must perform pump and haul operations will be charged \$.0124 per gallon of wastewater delivered to the wastewater treatment plant.~~

~~(2) Out-of-Town rates:~~

~~[a] Each customer outside the corporate limits of the Town who is served by the sewage system, of the Town shall be charged Two Hundred Ninety Five percent (295%) of the water consumption charge before the surtax for residential customers and Three Hundred Thirty Nine percent (339%) of the water consumption charge before the surtax for commercial customers.~~

~~[b] Each customer outside the corporate limits of the Town that must perform pump and haul operations will be charged \$.0250 per gallon of wastewater delivered to the wastewater treatment plant.~~

[a] Public utilities rates and fees are to be set by the Town Council as part of the annual budget.

(b) All fees and charges payable are due and payable upon the receipt of notice of charges. Unpaid charges shall become delinquent and shall be subject to a service charge of 5% of the unpaid amount.

(c) Deposits.

(1) A deposit of \$100 shall be required from all customers located in the Town of Bowling Green and of \$150 from all customers located outside the Town when first obtaining service from the sewage disposal system, except that any such user who is also a user of the Town waterworks shall pay only one deposit.

(2) Any customer performing pump and haul operations and delivering their wastewater to the wastewater treatment plant shall pay a deposit equal to the cost total of estimated gallons to be delivered in one billing cycle (60 days). This deposit will be held in escrow until pump and haul operations cease and the last bill is satisfied.

(d) Statements for charges shall be computed at the same time as statements for water charges. A combined statement for water and sewage charges shall be sent to all users of both services as soon as practicable after each water meter reading. Each statement shall be considered the correct assessment unless a correction is

requested of the Town Manager within 10 days after the mailing date. The Town Manager may adjust any erroneous assessment of sewerage charges or may refer complaints thereof to the Town Council.

(e) Sewer rates for residential and commercial irrigation.

(1) Utility customers, located in-Town and outside of Town with an in-ground, installed irrigation system used solely for irrigation purposes shall be eligible for relief from payment of sewer and sewage treatment charges for water used for irrigation.

(2) Application must be made annually at Town Hall for such relief and such application must be filed on or before March 1 of each year, unless a new irrigation system is being installed at a later date; and such application shall only be made for, and such program shall only apply to in- ground, installed irrigation systems; and such application shall carry a \$25 annual administrative fee.

(3) The relief granted from sewer and sewage treatment charges during periods of irrigation shall be calculated based on an averaging of water use on the property for which relief is being sought during the billing periods November-December, January-February and March-April preceding a March 1 application; and such modified billing shall only be applied to the May-June, July- August, and September-October billing periods.

(4) For the installation of an irrigation system on property connected to the Town's water system, appropriate Building and Plumbing Permits are required to be secured from the Caroline County Building Inspection Department and proof of issuance of such permits must be presented at Town Hall when applying for billing relief; For each installed irrigation system, an approved "Backflow Prevention Device" and an approved "System Isolation Shut-off Valve" must be installed, inspected, and re-inspected each year at the expense of the property owner in accordance with Town Code. All work on such irrigation system including its installation must be coordinated by the property owner and must be accomplished by personnel as required under Virginia State Code § 54.1-1103-C."

BE IT FURTHER ORDAINED by the Bowling Green Town Council that the Bowling Green Town Code, Chapter 5, "Public Facilities," Article I, "Public Utilities," Division 2, "Water Regulations," Section 5-177, "Rates for service within Town," Section 5-178, "Rates for service outside of Town," Section 5-179, "Statement of Charges," and Section 5-180, "Penalty for nonpayment; discontinuance of service; reestablishment" be amended to read it its entirety as follows:

"Section 5-177. Rates for service within Town.

~~(a) Water rates for services within the Town shall be as follows:~~

~~(1) Water customers within the Town who are served by the waterworks of the Town shall be charged for water consumed between each bimonthly meter reading at the rate of \$24.80 for 5,000 gallons or less, plus the following rates for consumption per 1,000 gallons or fraction thereof in excess of 5,000 gallons:~~

<u>Gallons of Water</u>	<u>Rate</u>
{a} Residential Patrons:	
5,001 to 10,000	\$1.26
10,001 to 20,000	\$1.32
20,001 to 30,000	\$1.38
Over 30,000	\$1.43
{b} Commercial Patrons:	
5,001 to 10,000	\$1.38
10,001 to 20,000	\$1.43
20,001 to 30,000	\$1.48

30,001 to 40,000	\$1.54
40,001 to 50,000	\$1.60
50,001 to 100,000	\$1.65
Over 100,000	\$1.70

[a] Public utilities rates and fees are set forth annually by the Town Council in the approved Public Utilities Budget, and become effective July 1 of each year.

(2) Multiple-unit facilities. Water rates for multifamily dwelling and commercial facilities designed for occupancy by more than one business or commercial activity having fewer than one meter per unit shall be determined as if each dwelling unit or independent commercial unit therein receiving water service constituted a separate customer, regardless of the number of connections or meters serving such buildings or complex of buildings. The water rate for such buildings or complex of buildings not having separate water meters for each unit receiving water service shall be ~~\$24.80~~ the total of base charge, capital charge and administrative fees multiplied by the number of residential or independent commercial units served by each meter plus the applicable residential or commercial rate for each 1,000 gallons or fraction thereof. ~~for each unit over the total of 5,000 gallons.~~

(3) All unmetered water must be purchased at the Town Business Office during regular working hours. Payment must be by cash, check or money order payable at the time of purchase. Special payment terms may be arranged for extended purchases at the discretion of the Town Manager or his designee. Water must be drawn from the hydrant at Town Hall unless expressly authorized by the Town Manager or his agent to draw from another location. For other locations, the customer must pay a fifty-dollar deposit and provide a hydrant meter acceptable to the Town and installed under the supervision of an authorized Town official.

[a] Rates based on a flat per-truckload basis are as follows:

<u>Truck Size</u>	<u>Rate</u>
Small (1 to 2,200 Gallons)	\$33.08
Medium (2,201 to 4,400 Gallons)	\$66.15
Large (4,401 to 7,000 Gallons)	\$99.23

[b] Town residents may purchase bulk unmetered water by special arrangement at the prevailing in-Town residential rates upon approval by the Town Manager or his designee. Fire and rescue units shall be exempt from the fee requirements of this section.

(4) Nonprofit facilities will be charged residential water and sewer rates.

Section 5-178. Rates for service outside Town limits.

Water customers outside the corporate limits of the Town shall be charged at the ~~same~~ different rates. ~~as for those within the Town, plus an additional charge of 100% thereof.~~

Section 5-179. Statement of charges.

All statements for Town water service shall be computed by the Town Clerk on a ~~bimonthly~~ monthly basis, and meters shall be read ~~bimonthly~~ monthly. Such statements shall be rendered to the customer as soon as practicable after bimonthly readings. This statement shall be considered the correct assessment unless a correction is requested of the Town Clerk within 10 days after the mailing date.

Section 5-180. Penalty for nonpayment; discontinuance of service; reestablishment.

(a) In the event that any person shall not pay the amount owed, as set forth on a statement rendered him as provided in Section 5-179, on or before the date specified for payment of such amount, a service charge of

5% of the unpaid amount shall be assessed.

- (b) If the amount owed, including service charge, remains unpaid for more than 10 days following the date specified for payment of the bill, the Town Clerk may cause the water service to the premises served by the water connection for which the amount is delinquent to be disconnected.
- (c) A fee of ~~\$25~~ \$50 shall be charged each user to reestablish water service which has been discontinued for nonpayment of the amount due for such service.

BE IT FINALLY ORDAINED THAT by the Bowling Green Town Council that the Bowling Green Town Code, Chapter 7, "Taxation," Article VII, "Vehicle License," Section 7-803, "Application for License; Amount of Tax-Motor Vehicles; Motorcycles" be amended to read it its entirety as follows:

"Sec. 7-803. Application for License; Amount of Tax-Motor Vehicles; Motorcycles.

- (a) The owner of a motor vehicle for which a permanent license is required shall make application to the Treasurer of the Town of Bowling Green on a form to be prescribed by him or her and approved by the Town Council. The applicant shall submit with such application satisfactory evidence that all personal property taxes upon the motor vehicle to be licensed have been paid.
- (b) For 2012 and beyond, the owner of a motor vehicle for which a permanent license has been issued shall be assessed an annual license/registration tax by the Treasurer. Purchasers of new or used vehicles for which a permanent license has not been obtained within 10 days from purchase shall be billed for such tax on a supplemental bill for such vehicle as may be required.
- (c) Effective January 1, 2011, the cost of the permanent license/registration tax required by this article shall be ~~set annually by the Town Council as part of the annual budget by the twenty five dollars (\$ 25)~~ for motorized vehicles with four or more wheels, and ~~eighteen dollars (\$ 18)~~ for motorcycles and similar two-wheel vehicles. The permanent license/registration tax shall be paid to the Bowling Green Town Treasurer. Upon payment of the tax and compliance with the other provisions of this article, the Town Treasurer shall issue to the applicant a decal for the vehicle for which the tax was paid."

Adopted this 5th day of April, 2018 by a recorded vote as follows:

Honorable Jason E. Satterwhite, Mayor

Melissa J. Lewis, Clerk of the Council

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: VII-D Schedule Public Hearing for O-2018-005 – An ordinance to repeal and replace the Town’s sign ordinance

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
- Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction Resolution
 - Ordinance Grant/ MOU
 - By Motion Bylaws
 - Certificate

PRESENTER: Reese Peck

PRESENTER TITLE: Town Manager

AGENDA ITEM: VII-D Schedule Public Hearing for O-2018-005 – An ordinance to repeal and replace the Town’s sign ordinance

BACKGROUND / SUMMARY: The Town needs to revise its sign ordinance to comply with the Supreme Court’s ruling on [Reed v. Town of Gilbert, Arizona](#). The Planning Commission held a public hearing on March 19, 2018 and recommended on a 4-0 vote that the Town Council adopted the attached proposed ordinance.

The Town Council may want to suspend action on this ordinance for the time being given the change in its official paper and the increased cost of public notices, and incorporated this revised ordinance with the upcoming Town’s recodification project.

ATTACHMENTS: Public Hearing Notice

REQUESTED ACTION: Authorize Town Manager to have public hearing notice published.

FOR MORE INFORMATION, CONTACT:

Phone#: 804-633-6212

Email: Townmanager@townofbowlinggreen.com

Name:

Reese Peck

FOR USE DURING MEETING

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Coleman	<input type="checkbox"/>	<input type="checkbox"/>	McDearmon
<input type="checkbox"/>	<input type="checkbox"/>	Davis	<input type="checkbox"/>	<input type="checkbox"/>	Wright
<input type="checkbox"/>	<input type="checkbox"/>	Gaines	<input type="checkbox"/>	<input type="checkbox"/>	Gibson
<input type="checkbox"/>	<input type="checkbox"/>	Hauser	<input type="checkbox"/>	<input type="checkbox"/>	Satterwhite

VOTE: PASS NOT PASSED

**BOWLING GREEN TOWN COUNCIL
PUBLIC HEARING**

The Bowling Green Town Council will conduct a public hearing on Thursday, May 3, 2018, at 7:00 PM in Town Hall, 117 Butler Street. The purpose of the hearing will be for the Council to receive public comment on and consider the following matter:

Ordinance O-2018-00x “An Ordinance to repeal and replace Division 6 Signs of the Town Code of Bowling Green’s Zoning Ordinance.”

These amended regulations balance the need to protect the public safety and welfare by regulating the size, color, illumination, movement, materials, location, height, and condition of all signs. Amend the Zoning Ordinance to add “Minor Event Facilities with conditions” as uses permitted by Special Use Permit in residential zoning districts.

All interested persons may attend the hearings and be heard. Copies of the proposals are available for review in Town Hall during business hours. Any person requiring assistance in order to participate in the hearings is asked to contact the Town Manager in advance so appropriate arrangements can be made.

A. Reese Peck
Town Manager/Zoning Administrator

ORDINANCE NUMBER 2018-00x

ORDINANCE O-2018-00x AMENDS THE BOWLING GREEN TOWN CODE, CHAPTER 3, "LAND USE AND BUILDINGS," ARTICLE I, "ZONING ORDINANCE," DIVISION 6, "SIGNS," TO REPEAL AND REPLACE DIVISION 6 SIGNS.

BE IT ORDAINED by the Bowling Green Town Council, at its regular monthly meeting on the 7th day of June, 2018, the Bowling Green Town Code, Chapter 3, "Land Use And Buildings," Article I, "Zoning Ordinance," Division 6, "Signs," be amended to repeal and replace division 6 signs to now read it its entirety as follows:

"Division 6 Signs

Section 3-185. Purpose.

These regulations balance the need to protect the public safety and welfare by regulating the size, color, illumination, movement, materials, location, height, and condition of all signs. The regulations for signs have the following specific objectives:

- a) To ensure that signs are designed, constructed, installed and maintained according to minimum standards to safeguard life, health, property, and public welfare;
- b) To allow for adequate and effective signs whose dimensional characteristics further the interests of public safety and the needs of the motorist, where signs are viewed from a street or roadway;
- c) To create a regular and impartial process for businesses and/or persons seeking to erect signs;
- d) To reduce sign or advertising distractions and obstructions that may contribute to traffic accidents and reduce hazards;
- e) To protect and enhance economic viability of Town of Bowling Green.

Section 3-186. Definitions.

The following words and terms when used in this article shall have the following meanings unless the context clearly indicates otherwise:

A-Frame sign means a two-faced sign with supports that are connected at the top and separated at the base, forming an "A" shape not more than four feet high. No A-frame sign shall be permitted to exceed two feet in width and three feet in height. Each side must be at least one inch in thickness. Also referred to as "sandwich board" signs; a-Frame signs are considered portable signs.

Advertising means any words, symbols, colors or designs used to call attention to a commercial product, service, or activity.

Animated sign means a sign or part of a sign that is designed to rotate, move or appear to rotate or move and is sometimes referred to as a "moving sign."

Attention getting device means a device placed upon or attached to any land, structure, building or vehicle to promote or advertise the sale of goods, wares, merchandise, events or services. The device includes pennants, banners, banner signs, streamers, vertical flag, teardrop flag, bow flag, banner blade, feather flag, balloons, inflatable devices, and any similar device not

specifically mentioned here of any configuration when displayed outside and includes any animated display.

Awning sign means a sign placed directly on the surface of an awning.

Billboard means a sign used as an outdoor display for the purpose of advertising or promoting a business, service, activity, interest or product which is not located, offered for sale or otherwise related to the use of the premises on which such sign is situated.

Banner means a temporary sign of flexible material designed to be installed with attachments at each of four corners or a temporary sign of flexible material affixed to a framework or flat surface.

Building frontage means the length of the main wall of a building which physically encloses usable interior space and which is the architecturally designed wall that contains the main entrance for use by the general public. Building frontage shall be measured at a height of ten feet above grade.

Canopy sign means a sign attached to a canopy. (A canopy is a detachable, roof-like cover, supported from the ground, or deck, floor or walls of a building, for protection from sun and weather.)

Changeable copy or electronic sign means a sign or part of a sign that is designed so that characters, letters or illustrations can be changed or rearranged without altering the face or surface of the sign.

Comprehensive sign plan means a plan for the signage of a property that includes multiple tenants or owners with shared parking or other facilities.

Flag means a piece of cloth or similar material, typically oblong or square, attachable by one edge to a pole or rope and used as a symbol or decoration and includes pennants.

Feather Flag Sign means a vertically oriented banner attached to a single pole allowing the fabric to hang loose at one or two of the four corners.

Flashing sign means a sign that includes lights that flash, blink, or turn on and off intermittently.

Freestanding sign means any non-portable sign supported by a fence, retaining wall, or by upright structural members or braces on or in the ground and not attached to a building.

Ground mounted sign means a sign that is supported by structures or supports in or upon the ground and independent of any support from any building or wall.

Height means the maximum vertical distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of:

- (1) Existing grade prior to construction; or
- (2) The newly established grade after construction, exclusive of any filling, berming, mounding or excavating primarily for the purpose of mounting or elevating the sign.

Holiday Displays mean displays erected on a seasonal basis in observance of religious, national, or state holidays which are not intended to be permanent in nature and which contain no advertising material.

Illegal sign means any sign erected without a required permit or which otherwise does not comply with any provisions of this article.

Illuminated sign means a sign that is backlit, internally lighted, or indirectly lighted, but does not include a neon sign.

Marquee means a permanent structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather.

Marquee sign means a sign attached to and made a part of a marquee or any similar projections from a building, with changeable, fixed or both types of lettering in use.

Minor sign means a wall or freestanding sign not exceeding one square foot in area, not exceeding four feet in height, and not illuminated.

Monument sign means a sign affixed to a structure built on grade in which the sign and the structure are an integral part of one another; not a pole sign.

Mural means a picture on an exterior surface of a structure.

Neon sign means a sign containing exposed tubes filled with light-emitting gas.

Nonconforming sign means any sign which was lawfully erected in compliance with applicable regulations of Town of Bowling Green and maintained prior to the adoption of this article and which fails to conform to current standards and restrictions of this article.

Off-premises sign means a sign that directs attention to a business, product, service or activity conducted, sold or offered at a location other than the premises on which the sign is erected.

Pole sign means a sign that is mounted on one or more freestanding poles.

Portable sign means any temporary sign not affixed to a building, structure, vehicle or the ground. It does not include a flag or banner.

Projecting sign means any sign, other than a wall, awning or marquee sign, affixed to a building and supported only by the wall on which it is mounted.

Roof sign means a sign erected or constructed, in whole or in part, upon or above the highest point of a building with a flat roof, or the lowest portion of a roof for any building with a pitched roof.

Sign means any device (writing, letter work or numeral, pictorial presentation, illustration or decoration, emblem, device, symbol or trademark, flag, banner or pennant or any other device, figure or character) visible to and designed to communicate information to persons in a public area.

Sign face means the portion of a sign structure bearing the message.

Sign structure means any structure bearing a sign face.

Sign alteration means any change in size or shape, which changes appearance of a sign, or a change in position, location, construction or supporting structure of a sign, except that a copy change on a sign is not an alteration. A change in corporate logo is not considered a sign alteration.

Sign, illegal means any sign placed without proper approval or permits as required by this article at the time of sign placement. Illegal sign shall also mean any sign placed contrary to the terms or time limits of any permit.

Temporary sign means any sign intended to be displayed for a limited period and a sign constructed of cloth, canvas, vinyl, paper, plywood, fabric, or other lightweight material not well suited to provide a durable substrate or, if made of some other material, is neither permanently installed in the ground nor permanently affixed to a building or structure which is permanently installed in the ground.

Vehicle or trailer sign means any sign attached to or displayed on a vehicle, if the vehicle or trailer is used for the primary purpose of advertising a business establishment, product, service or activity. Any such vehicle or trailer shall, without limitation, be considered to be used for the

primary purpose of advertising if it fails to display current license plates, inspection sticker, or municipal decal, if the vehicle is inoperable, if evidence of paid-to-date local taxes cannot be made available, or if the sign alters the standard design of such vehicle or trailer.

Wall Sign means any sign attached to a wall or painted on or against a flat vertical surface of a structure.

Window sign means a sign affixed to the interior or exterior of a window or door, or within one (1) foot of the interior of the window or door, visible primarily from the outside of the building.

<u>Freestanding Sign</u>	<u>Temporary Sign</u>	<u>Wall Sign</u>
Billboard/Outdoor advertising sign	Banner	Awning sign
Monument sign	Flag sign	Canopy sign
Pole sign	Inflatable sign	Marquee sign
Ground sign	Pennant	Projecting sign
Public service message board ² (when freestanding)	Feather sign	Public service message board ² (when fastened to wall)
	Portable sign (including A-frame signs)	Permanent window sign
	Yard sign	
	Temporary window sign	

Section 3-187. Permit required.

(a) In general. A sign permit is required prior to the display and erection of any sign, except as provided in section 3-188 of this article.

(b) Application for permit.

(1) An application for a sign permit shall be filed with the Zoning Administrator or designee on forms furnished by the town. The applicant shall provide sufficient information for the town to determine if the proposed sign is permitted by this article and any other applicable laws, regulations, and ordinances. An application for a temporary sign shall state the dates intended for the erection and removal of the sign.

(2) The Zoning Administrator or designee shall promptly process the sign permit application and approve the application, reject the application, or notify the applicant of deficiencies in the application within twenty business days after receipt. Any application that complies with all provisions of this article, the building code, and other applicable laws, regulations, and ordinances shall be approved.

(3) If the application is rejected, the town shall identify the reasons for the rejection in writing. An application shall be rejected for non-compliance with the terms of this article, building code, or other applicable law, regulation, or ordinance.

(c) Permit fee. Fees for sign permits shall be in accordance with the schedule of fees for zoning permits as adopted by Town Council.

(d) Duration and revocation of permit. If a sign is not installed within six months following the issuance of a sign permit (or within thirty days in the case of a temporary sign permit), the permit shall be void. The permit for a temporary sign shall state its duration, not to exceed thirty days, unless another time is provided in the zoning ordinance. The town may revoke a sign permit under any of the following circumstances:

(1) The town determines that information in the application was materially false or misleading;

(2) The sign as installed does not conform to the sign permit application; or

(3) The sign violates this article, building code, or other applicable law, regulation, or ordinance.

Section 3-188. Permit not required.

A sign permit is not required for:

(1) Signs erected by a governmental body or required by law.

(2) Flags up to 16 square feet in size not containing any commercial advertising; provided, that no freestanding pole shall be erected in the public right-of-way nor be within five (5) feet of a service drive, travel lane or adjoining street.

(3) The changing of messages on marquees and the repair of an existing permitted sign, except that repair of a nonconforming sign must comply with section 3-193.

(4) Temporary signs as follows:

a. One (1) sign, no more than twelve (12) square feet in area, located on property where a building permit is active.

b. On any property for sale or rent, not more than one sign with a total area of up to twelve square feet and a maximum height of six feet when the sign abuts a road with a speed limit of twenty-five miles per hour or less, and when the sign abuts a road with a speed limit greater than twenty-five miles per hour not more

than one sign with a total area of up to thirty two square feet and a maximum height of eight feet.

c. Official notices or advertisements posted or displayed by or under the direction of any public or court officer in the performance of his official or directed duties; provided that all such signs shall be removed within ten (10) days after their purpose has been accomplished.

d. On residential property, one or more temporary signs with a total area of no more than twelve square feet, and which are removed within ninety days after being erected.

e. On residential property, window signs, provided that the total extent of window signs do not obstruct more than twenty-five percent of the total area of all windows on each building façade.

(5) Not more than two minor signs per parcel. Additional minor signs are permitted in certain zoning districts with a permit.

(6) A-frame signs more than fifty feet from the nearest public right of way.

(7) Pavement markings. Any sign applied directly and entirely to and flush with an asphalt, concrete, or similar paved surface.

(8) A permanent window sign, provided that the aggregate area of all window signs on each window or door does not exceed twenty-five percent of the total area of the window or door.

Section 3-189. Prohibited signs.

The following signs are prohibited:

(a) General prohibitions.

(1) Signs that violate any law of the Commonwealth relating to outdoor advertising.

(2) Signs attached to natural vegetation.

(3) Signs simulating, or which are likely to be confused with, a traffic control sign or any other sign displayed by a public authority. Any such sign is subject to immediate removal and disposal by an authorized city official as a nuisance.

(4) Vehicle or trailer signs.

(5) Freestanding signs more than twenty-five feet in height.

(6) Signs hanging from supports, except against the face of a building.

(7) Billboards

(8) Moving signs and electronic message signs on residential properties in all residential districts.

- (9) Any sign displayed without complying with all applicable regulations of this article.
 - (10) Any sign that is not expressly permitted by this article.
- (b) Prohibitions based on materials.
- (1) Signs painted directly on a building, except where expressly permitted by this article.
 - (2) Animated signs where the message content does not change more often than once every seven seconds.
 - (3) Flashing signs or other signs displaying flashing, scrolling or intermittent lights or lights of changing degrees of intensity, except where such signs are expressly permitted within this article.
 - (4) Signs consisting of illuminated tubing or strings of lights outlining property lines or open sales areas, rooflines, doors, windows or wall edges of any building, except for temporary decorations not to exceed a total of three months per calendar year.
 - (5) Signs that emit smoke, flame, scent, mist, aerosol, liquid, or gas.
 - (6) Signs that emit sound.
 - (7) Any electronic sign that is generated by a series of moving images, such as an LED, digital display, or other video technology, whether displayed on a building, vehicle, or mobile unit.
 - (8) Strings of flags visible from, and within fifty feet of, any public right-of-way.
 - (9) Pole signs less than six feet in height.
- (c) Prohibitions based on location.
- (1) Off-premises signs, unless specifically permitted by this article.
 - (2) Signs erected on public land other than those approved by an authorized town official in writing, required by law without such approval, or permitted under Virginia Code § 24.2-310(E). Any sign not so authorized is subject to immediate removal and disposal by any authorized official. Removal of the sign under this provision does not preclude prosecution of the person responsible for the sign.
 - (3) Signs on the roof surface or extending above the roofline of a building or its parapet wall.
 - (4) Neon signs, except in windows.

(5) Any sign located in the vision triangle formed by any two intersecting streets, as regulated by the provisions of section 5-433.

(6) Window signs whose aggregate area on a window or door exceeds twenty-five percent of the total area of the window or door.

Section 3-190. Measurements of sign area and height.

(a) Supports, uprights or structure on which any sign is supported shall not be included in determining the sign area unless such supports, uprights or structure are designed in such a way as to form an integral background of the display; except, however, when a sign is placed on a fence, wall, planter, or other similar structure that is designed to serve a separate purpose other than to support the sign, the entire area of such structure shall not be computed. In such cases, the sign area shall be computed in accordance with the preceding provisions.

(b) In instances where there are multiple tenants or users on a property or in a building, allowable sign area for all parties shall not exceed the maximum sign area computed as if there were a single tenant or user.

(c) Sign area.

(1) Sign area is calculated under the following principles:

a. With signs that are regular polygons or circles, the area can be calculated by the mathematical formula for that polygon or circle. With signs that are not regular polygons or circles, the sign area is calculated using all that area within a maximum of three abutting or overlapping rectangles that enclose the sign face.

b. The permitted area of a double-faced sign shall be considered to be the area on one side only. If one face contains a larger sign area than the other, the larger face shall be used in calculating the sign area. A double-faced sign must have an internal angle between its two faces of no more than 45 degrees.

c. For projecting signs with a thickness of four inches or more, the sign area also includes the area of the visible sides of the sign, calculated as a rectangle enclosing each entire side view.

(2) The supports, uprights or structure on which any sign is supported shall not be included in determining the sign area unless such supports, uprights or structure area are designed in such a manner as to form an integral background of the display.

(d) Maximum height. The maximum height for any sign shall be twenty-five feet unless otherwise specified within this article.

Section 3-191. Maintenance and removal.

(a) All signs shall be constructed and mounted in compliance with the Virginia Uniform Statewide Building Code.

(b) All signs and components shall be maintained in good repair and in a safe, neat and clean condition.

(c) The building official may cause to have removed or repaired immediately without written notice any sign which, in his opinion, has become insecure, in danger of falling, or otherwise unsafe, and, as such, presents an immediate threat to the safety of the public. If such action is necessary to render a sign safe, the cost of such emergency removal or repair shall be at the expense of the owner.

(d) The owner of any advertising sign, other than a permitted off-premises sign, located on commercial property where the use or business has ceased operating shall, within sixty days of the cessation of use or business operation, replace the sign face with a blank face until such time as a use or business has resumed operating on the property.

(e) Sign condition, safety hazard, nuisance abatement, and abandonment.

(1) Any sign which becomes a safety hazard or which is not kept in a reasonably good state of repair shall be put in a safe and good state of repair within thirty days of a written notice to the owner and permit holder.

(2) Any sign which constitutes a nuisance may be abated by the town under the requirements of Virginia Code §§ 15.2-900, 15.2-906, and/or 15.2-1115.

Section 3-192. General requirements.

(a) Placement. Except as otherwise permitted, all freestanding signs shall be set back from any street right-of-way at least half the height of the sign.

(b) Illumination. All permitted signs may be backlit, internally lighted, or indirectly lighted, unless such lighting is specifically prohibited in this article.

(1) In the case of indirect lighting, the source shall be so shielded that it illuminates only the face of the sign. However, shingle signs shall be indirectly illuminated or have shielded direct lighting, unless otherwise prohibited within this article. Indirect lighting shall consist of full cut-off or directionally shielded lighting fixtures that are aimed and controlled so that the directed light shall be substantially confined to the sign to minimize glare, sky glow, and light trespass. The beam width shall not be wider than that needed to light the sign.

(2) No sign shall be permitted to have an illumination spread of more than .05 foot candle at the lot line, shine into on-coming traffic, affect highway safety, or shine directly into a residential dwelling unit. In no event shall the illumination of any sign resulting from any internal or external artificial light source exceed 100 lumens. All lighting fixtures used to illuminate a sign shall be full-cutoff, as defined by the Illuminating Engineering Society of North America (IESNA), and shall have fully shielded or recessed luminaires with horizontal-mount flat lenses that prevent upward light scatter and protect the dark night sky.

(c) Changeable copy or electronic signs and electronic signs must meet the following standards:

(1) Design. The electronic sign must be contained within, or as part of, a monument sign;

(2) Setback from residential. The leading edge of the electronic sign must be a minimum distance of one-hundred feet from any abutting residential district boundary;

(3) Setback from other electronic changeable copy or electronic graphic display. Electronic signs must be separated from other electronic signs by at least 35 feet;

(4) Orientation. When located within one-hundred and fifty feet of a residentially-used lot in a residential district, any part of the electronic sign must be oriented so that no portion of the sign face is visible from an existing or permitted principal structure on that lot;

(5) Duration.

a. Any portion of the electronic changeable copy sign message must have a minimum duration of four seconds and must be a static display;

b. Any portion of the electronic graphic display sign image must have a minimum duration of twenty minutes and must be a static display;

c. No portion of the electronic sign message or image may flash, scroll, twirl, change color, fade in or out or in any manner imitate movement;

(6) Color. The message or display must use a single color.

(7) All electronic signs must be equipped with an automatic dimmer that controls the intensity of the light source. The intensity of light allowed for all illuminated signs shall be eighty-five percent by day and fifty percent at night;

(8) All electronic message signs must be turned off at the close of business;

(9) Limited text. The text of the sign must be limited to ten words to allow passing motorists to read the entire copy with minimal distraction; and

(10) Audio or pyrotechnics. Audio speakers or any form of pyrotechnics are prohibited in association with a changeable copy or electronic sign.

(d) Landscaping. All non-temporary ground-mounted or monument signs shall be installed with a minimum surround of three feet of regularly maintained floral and shrubbery landscaping in every direction.

Section 3-193. Nonconforming signs.

(a) Signs lawfully existing on the effective date of this article or prior ordinances, which do not conform to the provisions of this article, and signs which are accessory to a nonconforming use shall be deemed to be nonconforming signs and may remain except as qualified below. The burden of establishing nonconforming status of signs and of the physical characteristics/location of such signs shall be that of the owner of the property. Upon notice from the zoning administrator, a property owner shall submit verification that sign(s) were lawfully existing at time of erection. Failure to provide such verification shall be cause for order to remove sign(s) or bring sign(s) into compliance with the current ordinance.

(b) No nonconforming sign shall be enlarged nor shall any feature of a nonconforming sign, such as illumination, be increased.

(c) Nothing in this section shall be deemed to prevent keeping in good repair a nonconforming sign. Nonconforming signs shall not be extended or structurally reconstructed or altered in any manner, except a sign face may be changed so long as the new face is equal to or reduced in height and/or sign area.

(d) No nonconforming sign shall be moved for any distance on the same lot or to any other lot unless such change in location will make the sign conform in all respects to the provisions of this article.

(e) A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding fifty percent of its area may be restored within two years after such destruction or damage but shall not be enlarged in any manner. If such sign is so destroyed or damaged to an extent exceeding fifty percent, it shall not be reconstructed but may be replaced with a sign that is in full accordance with the provisions of this article.

(f) A nonconforming sign which is changed to becoming conforming or is replaced by a conforming sign shall no longer be deemed nonconforming, and thereafter such sign shall be in accordance with the provisions of this article.

(g) A nonconforming sign structure shall be subject to the removal provisions of section 3-191. In addition, a nonconforming sign structure shall be removed if the use to which it is accessory has not been in operation for a period of two years or more. Such structure sign shall be removed by the owner or lessee of the property. If the owner or lessee fails to remove the sign structure, the zoning administrator or designee shall give the owner fifteen days' written notice to remove it. Upon failure to comply with this notice, the zoning administrator or designee may enter the property upon which the sign is located and remove any such sign or may initiate such action as may be necessary to gain compliance with this provision. The cost of such removal shall be chargeable to the owner of the property.

Section 3-194. Non-commercial signs.

(a) Substitution. Wherever this article permits a sign with commercial content, non-commercial content is also permitted subject to the same requirements of size, color, illumination, movement, materials, location, height and construction.

(b) Off-site Signs for Noncommercial Use of Limited Duration. With a permit, a noncommercial use may erect up to three off-site signs on properties with the consent of the persons in charge of such properties. Each sign shall be no more than sixteen square feet in area and eight feet in height. The area of the sign counts against the maximum sign area permitted on that lot. No more than one permitted temporary sign may be displayed per lot. Display of signs shall be limited to thirty days at a time. Each organization shall be limited to the display of such signs no more than four times within any calendar year.

Table 1. Permanent Signage

Signs Permitted in Residential Districts

Zoning District	Land Use	Wall Signs	Freestanding Signs	Accessory Building/Structure Signs	Ground Signs
R-1, R-2, R-3, Residential Uses in PDU Districts	Single-Family, Two-Family, Semi-Detached Dwelling and Townhouse	Maximum area (per sign face): 2 sq. ft.	Maximum area (per sign face): 2 sq. ft.	Not Permitted	Not Permitted
		Maximum number: 1 per dwelling unit	Maximum height: 4 ft.		
		Maximum number: 1 per dwelling unit	Maximum number: 1 per dwelling unit		
	Multi-Family, Uses not otherwise noted	Maximum area (per sign face): 8 sq. ft.	Maximum area (per sign face): 32 sq. ft.	Not Permitted	Maximum area (per sign face): 9 sq. ft.
		Maximum area (total of all signs): 32 sq. ft.	Maximum number: <100 ft. lot frontage: 0 ≥100 ft. lot frontage: 1		
		Maximum number: 1 per 50 ft. of building frontage	Minimum distance from right-of-way line: 5 ft.		
			Maximum height: 2.5 ft.		
Maximum number:	Located at a vehicular entrance to the site: 1 per entrance				
Located elsewhere on the lot: No maximum					

Table 1. Permanent Signage

Signs Permitted in Commercial Districts

Zoning District	Land Use	Wall Signs	Freestanding Signs	Accessory Building/Structure Signs	Ground Signs	
B-1, B-2, Commercial Uses in PDU Districts	Any Use	Maximum area (total of all signs facing a public street):	Maximum area (per sign face):	Maximum area (total of all signs): ½ sq. ft. per linear ft. of frontage	Maximum area (per sign face): 9 sq. ft.	
		<32 ft. building frontage: 32 sq. ft.	<100 ft. lot frontage: 0 sq. ft.			
		>32 ft. building frontage: 1 sq. ft. per linear ft. of building frontage	100—200 ft. lot frontage: 32 sq. ft.			
			>200 ft. lot frontage: 75 sq. ft.			
			Maximum height: 12 ft. or 16 ft. if set back 20 ft. from public right-of-way			Maximum height: 2.5 ft.
			Maximum number:			Maximum number:
			<100 ft. lot frontage: 0			Located at a vehicular entrance to the site: 1 per
			100—200 ft. lot frontage: 1			Located elsewhere on the lot: No maximum
			>200 ft. lot frontage: 1 plus 1 for each additional 200 ft. lot frontage			
			Minimum distance from right-of-way line: 5 ft.			
		Shopping centers with >40,000 sq. ft. of building area may have 1 additional sign located at the entrance to the center with a maximum area of 50 sq. ft. and a maximum height of 12 ft. or 16 ft. if set back 20 ft. from the public right-of-way				

Table 1. Permanent Signage

Signs Permitted in Industrial Districts

Zoning District	Land Use	Wall Signs	Freestanding Signs	Accessory Building/Structure Signs	Ground Signs	
M-1	Any Use	Maximum area (total of all signs facing a public street):	Maximum area (per sign face):	Maximum area (total of all signs): ½ sq. ft. per linear ft. of frontage	Maximum area (per sign face): 9 sq. ft.	
		<32 ft. building frontage: 32 sq. ft.	<100 ft. lot frontage: 0 sq. ft.			Maximum height: 2.5 ft.
		>32 ft. building frontage: 1 sq. ft. per linear foot of frontage	100—200 ft. lot frontage: 32 sq. ft.			
			>200 ft. lot frontage: 75 sq. ft.			
			Maximum height: 12 ft.			
			Maximum number:			
			<100 ft. lot frontage: 0			
			100—400 ft. lot frontage: 1			
			>400 ft. lot frontage: 1 plus 1 for each additional 400 ft. lot frontage			
	Minimum distance from right-of-way line: 5 ft.					

Table 2 Temporary Signage

Signs Permitted in Residential Districts

Zoning District	Land Use	Yard Signs	Banners	Flag Signs	A-Frame Signs	Duration Limitations	Other Limitations	
R-1, R-2, R-3, Residential Uses in PDU Districts	Single-Family, Two-Family, Semi-Detached Dwelling and Townhouse	Maximum area:	Maximum area (per banner): 8 sq. ft.	Maximum area (total of all flags): 24 sq. ft.	Maximum Number: 1 per zoning lot	Up to 4 times per years for events at the residence to be displayed only during daylight hours of the event		
		24 sq. ft. (total of all signs)		Minimum height (wall mounted): 8 ft.				
		12 sq. ft. (any one sign)	Maximum number: 1 per dwelling unit	Maximum height (ground): Equal to distance from nearest property line				
		Maximum number: No limit		Maximum number: No limit				
	Multi-Family, Uses not otherwise noted	Maximum area: 48 sq. ft.	Maximum area (per banner): 32 sq. ft.	Maximum area (total of all signs): 24 sq. ft.	Maximum Number: 1 per zoning lot	Yard and Banner signs: 6 times per year per sign, limited to 20 days each		A-Frame signs shall be located within 10 feet of a pedestrian entrance
				Minimum height (wall mounted): 8 ft.				
Maximum number: No limit		Maximum number: 1 per street frontage	Maximum height (ground): Equal to distance from nearest property line	A-Frame signs: must be removed while business is closed and during severe weather events				
			Maximum number: No limit					

Town of Bowling Green
Town Council Meeting



Date: April 5, 2018
Agenda Item: R-2018-001 Resolution of
Governing Body – USDA Public Works
Trucks Grant

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction
 - Ordinance
 - By Motion
 - Certificate
 - Resolution
 - Grant/MOU
 - Bylaws

PRESENTER: Melissa Lewis

PRESENTER TITLE: Clerk/Treasurer

AGENDA ITEM: R-2018-001 Resolution of Governing Body – USDA Public Works Trucks Grant

BACKGROUND / SUMMARY:

Resolution as required by the USDA to award Public Works Truck Grant.

ATTACHMENTS:

R-2018-001 Resolution of Governing Body – USDA Public Works Trucks Grant

REQUESTED ACTION:

Adopt Resolution

FOR MORE INFORMATION, CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y N

Coleman
 Davis
 Gaines
 Hauser

Y N

VOTE:

PASSED

NOT PASSED

McDearmon
Wright
Rowe
Satterwhite

RESOLUTION OF GOVERNING BODY OF
TOWN OF BOWLING GREEN

The TOWN COUNCIL of the TOWN OF BOWLING GREEN, consisting of _____ members, in a duly called meeting held on the _____ day of _____, 2018 at which a quorum was present RESOLVED as follows:

BE IT HEREBY RESOLVED that, in order to facilitate obtaining financial assistance from the United States of America, United States Department of Agriculture, Rural Development, (the Government) in the PURCHASE OF PUBLIC WORKS VEHICLES to serve the community, the TOWN COUNCIL does hereby adopt and abide by the covenants contained in the agreements, documents, and forms required by the Government to be executed.

BE IT FURTHER RESOLVED that the MAYOR and TOWN MANAGER of the TOWN OF BOWLING GREEN be authorized to execute on behalf of TOWN COUNCIL the above-referenced agreements and to execute such other documents including, but not limited to, debt instruments and security instruments as may be required in obtaining the said financial assistance.

This Resolution, along with a copy of the above-referenced documents, is hereby entered into the permanent minutes of the meetings of this COUNCIL.

TOWN OF BOWLING GREEN
(ENTITY NAME)

By: _____

Attest: _____

CERTIFICATION

I hereby certify that the above resolution was duly adopted by the TOWN COUNCIL of the TOWN OF BOWLING GREEN in a duly assembled meeting on the _____ day of _____, 2018.

Secretary/Clerk

YOU ARE INVITED

PLEASE JOIN US FOR THE 3rd ANNUAL RED CARPET EVENT

LOCAL HEROES AWARDS 2018

**Saturday, April 21st
FIVE O'CLOCK IN THE EVENING**

**Bowling Green Town Hall
117 Butler Street
Bowling Green, VA**

**Limited seating available. Kindly RSVP by April 13th to
(804) 633-8037 or enewbeyhoward@co.caroline.va.us**

There will be free food & entertainment!

Wear your Sunday's Best! All are welcome!

Sponsored by: CCVWP