# Town of Onancock Town Council Work Session November 13, 2018 6:30 p.m.

- 1. Call to Order and Roll Call
- 2. Pledge of Allegiance
- 3. Public Business
  - a. Discussion of the Procurement Policy Mayor Fletcher Fosque
  - b. Discussion of the Condemnation Ordinance Mayor Fletcher Fosque
  - c. Discussion of Outsourcing Landscaping Services Mayor Fletcher Fosque
  - d. Discussion of Year-Round Access to the Marina Restrooms Mayor Fletcher Fosque
  - e. Discussion of a Town Property Use Policy Mayor Fletcher Fosque
  - f. Discussion of a Condominium Ordinance Mayor Fletcher Fosque
- 4. Adjourn

# PROCUREMENT POLICY

### **CHAPTER 1 - GENERAL PROVISIONS**

### Section 1 - Title

This document shall be known as the Town of Onancock Procurement Policy.

### Section 2 - Organization

The Town Manager supervises all day-to-day operations for the Town of Onancock. The Town Manager supervises all procurement operations.

# Section 3 - Responsibility

The Town Manager is responsible for managing all Town procurement activity and implementing this Procurement Policy. The Town Manager shall utilize modern procurement and supply management techniques and ensure all procurement activity complies with applicable laws and generally accepted professional standards.

### Section 4 - Duties

The Town Manager shall adhere to and comply with the rules and regulations consistent with this Policy and the laws of the Commonwealth of Virginia, if applicable, governing the operations of Town Procurement. The Town Manager shall propose amendments to this Procurement Policy from time to time as needed.

The Town Manager shall coordinate procurement procedures among departments by becoming acquainted with the needs of each, assisting in the preparation of specifications, locating the sources of needed products or services and providing follow-up after delivery. Procurement shall review the quality, quantity, and kind of goods and services requested and recommend alternatives, if appropriate.

The Town Manager shall act as the Town's representative on matters pertaining to procurement as defined within this Policy.

The Town Manager shall ensure procurement actions are properly documented and maintain all related records.

The Town Manager shall pursue the implementation of a fully automated and integrated procurement system, including use of electronic media for vendor communications, solicitation, distribution, and e-commerce activities.

# **Section 5 - Cooperative Procurement**

The Town may participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more public bodies or agencies of the United States for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that shall allow for participation in any such arrangement.

### **Section 6 - Definitions**

**Best Value** means the overall combination of quality, price, and various elements of required goods and services that in total are optimal relative to the Town's needs. Procurement shall use best value bid evaluation when procuring certain goods and nonprofessional services when it is in the best interests of the Town to allow factors other than price to be considered in making an award. The factors to be used in making the award and the numerical weighting for each factor are predetermined in a solicitation. Best value bid evaluation factors may include any of the following or other factors determined to be relevant by the Town Manager.

- Quality of the good or service;
- Operational costs incurred by the Town if the bid is accepted;
- · Life-cycle costing;
- Reliability of delivery and implementation schedules;
- Maximum facilitation of data exchange and systems integration; warranties, guarantees, and return policy;
- Vendor financial stability;
- Consistency of proposed solution with Town's planning documents and strategic direction; Quality and effectiveness of the business solution and approach;
- Industry and program experience;
- Prior record of vendor performance;
- Vendor expertise with projects of similar scope and complexity;
- Consideration of potential product acceptance by all user groups;
- Proven development methodologies and tools; and
- Innovative use of current technologies and quality results.

Competitive Sealed Bidding is a formal method of selecting the lowest responsive and responsible bidder. It includes the issuance of a written Invitation for Bid (IFB), public notice, a public bid opening, and evaluation based on the requirements set forth in the IFB. The Town Manager may elect for prequalification of bidders or include a statement of any requisite qualifications of potential contractors in the IFB. Multiple awards may be made when so specified in the IFB. An IFB may be issued to vendors electronically. Bids may be submitted electronically if specifically authorized in the IFB.

Competitive Negotiation is a formal method of selecting the top-rated offeror. It includes the issuance of a Request for Proposals (RFP), public notice, evaluation based on the criteria set forth in the RFP and allows negotiation with the top-rated offeror. Any unique capabilities or qualifications required of the contractor shall be set forth in the RFP. An RFP may be issued to vendors electronically. Offers may be submitted electronically if specifically authorized in the RFP.

**Construction** shall mean building, altering, repairing, improving, or demolishing any structure, building, road, drainage or sanitary facility, and any draining, dredging, excavation, grading, or similar work upon real property.

Construction Management contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

**Design-build contract** shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

**Emergency** shall be deemed to exist when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment or diminution of essential services.

**Firm** shall mean any individual, partnership, corporation, association, or other legal entity permitted by law to practice in the Commonwealth of Virginia; or any other individual, firm partnership, corporation, association, or other legal entity qualified to perform professional services.

Goods shall mean all material, equipment, supplies, printing, and automated data processing hardware and software.

**Informality** shall mean a minor defect or variation of a bid or proposal from the exact requirements of the IFB or RFP which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured.

**Nonprofessional services** shall mean any service not specifically identified below as a professional or consultant service.

**Procurement transaction** shall mean all functions that pertain to the obtaining of any goods, services, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Professional or consultant services shall mean work performed by an independent contractor within the practice of accounting, actuarial services, architecture, land surveying,

landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering. Professional services shall be procured by competitive negotiation.

**Public body** shall mean any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in this policy. Public body shall include any metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia.

**Public contract** shall mean an agreement between a public body and a nongovernmental source that is enforceable in a court of law.

**Public or Town employee** shall mean any person employed by the Town, including elected officials or appointed members of governing bodies.

**Responsible bidder or Responsible offeror** shall mean an individual, company, firm, corporation, partnership, or other organization who has the capability in all respects to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance and who has been prequalified if required.

**Responsive bidder** shall mean an individual, company, firm, corporation, partnership, or other organization who has submitted a bid which conforms in all material respects to the Invitation for Bids.

**Services** shall mean any work performed by an independent contractor wherein the services rendered do not consist primarily of acquisition of equipment or materials or the rental of equipment, materials, and supplies.

**Surplus property** shall mean any property that exceeds the requirements of the entire Town.

**Targeted business** shall mean businesses that are small, locally-owned, locally-operated, or owned by a woman or minority.

Virginia Public Procurement Act shall mean those portions of the Code of Virginia, 1950, as amended designated as the Virginia Public Procurement Act.

### **CHAPTER 2 - PROCUREMENT POLICIES**

# Section 1 - Compliance

All Town of Onancock procurement transactions shall comply with the Code of Virginia, if applicable, and the Town of Onancock Town Procurement Policy.

# 1-Use of Competitive Sealed Bidding or Competitive Negotiation

Unless otherwise authorized by law or provided for in this Policy or the Town of Onancock Town Procurement Manual, all Town contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchases of services, insurance or construction shall be awarded after competitive sealed bidding or competitive negotiation.

# 2-Competitive Sealed Bidding and Competitive Negotiation

Whenever the Town seeks to procure a good or service estimated to cost more than \$50,000, an Invitation to Bid or a Request for Proposals shall be issued. Best value concepts may not be considered when procuring construction or professional services. Purchases shall not be split to avoid the \$50,000 limit. An Invitation to Bid shall either be advertised in a newspaper of general circulation or posted in a designated public area at least ten days prior to the date bids are due. A Request for Proposals shall be advertised once in a newspaper of general circulation at least ten days prior to the date proposals are due. Responses to Formal Sealed Bids and Proposals are secured unopened until the date and time specified in the advertisement.

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

# 3- Construction Management / Design Build Services Procurement Method

A. In addition to competitive bidding and competitive negotiations, the Town may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis consistent with this policy and law.

B. Competitive Negotiation - Construction Management / Design Build Services

### 1. Determination

- a. The Town may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the Virginia Public Procurement Act(VPPA)
- §2.2-4308. Prior to issuing a Request for Proposals for any design-build or construction management project, the Town Manager will document that a) the design-build or construction management contract is more advantageous than a competitive sealed bid construction contract,

b) there is a benefit to the Town by using a design-build or construction management contract, and c) competitive sealed bidding is not practical or fiscally advantageous.

### 2. Evaluation Committee

- a. The Town Manager shall appoint an Evaluation Committee which will include a licensed professional engineer or architect with professional competence appropriate to the proposed project. The licensed professional engineer or architect shall advise the Town regarding the use of design-build or a construction management project and will assist with the preparation of the Request for Proposals consistent with this Policy for competitive negotiation of non-professional services and will assist in the evaluation of proposals. The licensed professional engineer or architect services may be provided under a professional services contract by a qualified person or firm.
- 3. Selection, Evaluation and Award of Construction Management or Design- Build Contracts.
- a) Design Requirements. The Request for Proposals shall include and define the criteria of the construction project in the areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; special telecommunications; and may define such other requirements as the Town determines appropriate for the construction project.
- b) Selection, Evaluation and Award Factors. Proposal evaluation factors and other source selection criteria shall be included in the Request for Proposals for the specific design-build or construction management project.
- c) Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, based on the factors involved in the Request for Proposals, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the Town shall select the fully qualified offeror which, in its opinion, has made the best value proposal in response to the Request for Proposals, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the Town determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Trade secrets or proprietary information provided by an offeror in response to a request for qualifications or a request for proposals shall not be disclosed to the public or to competitors, provided the offeror has invoked protection pursuant to the Code of Virginia § 2.2-4342(F).

d) The Town Manager may promulgate such additional procedures, not inconsistent with the provisions of this section and consistent with the procedures for the procurement of nonprofessional services through competitive negotiations, as deemed necessary and appropriate to effect the selection and evaluation of offerors and the award of design-build and construction management contracts.

### 4-Sole Source

Sole source procurement is authorized when there is only one source practicably available for the required goods or services. Competition is not available in a sole source situation; thus,

distinguishing it from a situation where the product required is restricted to the manufacturer(s)stipulated, but is sold through distributors and competition between them can be obtained. Sole source justification based solely on a single vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole source procurement. All sole source procurement requires Town Manager approval.

### 5-Emergency

In case of an emergency, as defined herein, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. Except as provided below, approval by the Town Manager shall be required for all emergency purchases. If an emergency occurs at a time other than regular Town business hours, the Department Manager may purchase the required goods or services in an amount not to exceed \$50,000. Emergency procurements over \$50,000 shall be approved by the Town Manager or designee. The Department Manager shall, not later than the next business day, submit a requisition, tabulation of bids received (if any), delivery record, and a brief explanation of the emergency.

### 6-Small Purchases

Any procurement not expected to exceed \$50,000 in expenditure of public funds, from any source, may be made in accordance with the following small purchase limits. Procurements from \$500 - \$2,500 may be made upon receipt of one written or verbal quote or proposal. Solicitation of three quotes or proposals are required for purchases of \$2,501 - \$50,000.

Award shall be made to the lowest responsive and responsible vendor that supplies a quote or to the offeror which made the best proposal. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this policy. Similar items or services may be combined for formal competition at the Town Manager's discretion.

# Section 3 - Prequalification

Prospective contractors may be prequalified for particular types of goods, services, insurance or construction and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

The Town Manager may deny prequalification to any contractor only upon finding one of the following:

- a) The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the Town shall be sufficient to establish the financial ability of such contractor to perform the contract resulting from such procurement.
- b) The contractor does not have appropriate experience to perform the construction project in question.
- c) The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management.
- d) The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the Town without good cause. If the Town has not contracted with a contractor in any prior construction contracts, the Town may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The Town may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond.
- e) The contractor or any officer, director, owner, project manager, procurement manager or chief financial officer thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of the Virginia Public Procurement Act, (ii) the Virginia Governmental Frauds Act (Virginia Code § 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1 of the Virginia Code, or (iv) any substantially similar law of the United States or another state.
- f) The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government.
- g) The contractor failed to provide to the Town in a timely manner any information requested by the Town relevant to items a) through f) above.

### **Section 4- Contract Approval Authority**

Authorization by the Town Manager shall be required for the award of all contracts less than \$50,000. Authorization by the Town Council shall be required for the award of all contracts over \$50,000.

### Section 5- Authority to Amend or Terminate a Contract

Any Town of Onancock contract that includes provisions for modification of the contract during performance may be amended by the Town Manager. Any single or cumulative increase to a fixed

price contract that would result in a new contract amount over \$50,000 requires approval of the Town Council. The Town Manager may terminate any contract for convenience, cause, or non-appropriation of funds in accordance with the contract terms and conditions after consultation with the Office of the Town Attorney.

### Section 6- Preferences and Tie Bids

In accordance with the Code of Virginia, Town of Onancock does not grant preferences or setasides except in the case of tie bids. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of readvertisement for bids, the Town Manager shall be authorized to award the contract to the resident of the Town of Onancock, a tie bidder whose firm has its principal place of business in the Town, or if there be none, to the resident Virginia tie bidder, or if there be none, to the most qualified bidder based on past work experience.

### Section 7- Vendor Outreach

The Town Manager is the Town's main contact point with vendors. As such, the Town Manager will pursue outreach activities that may include developing specialized publications and encouraging vendor visits with Office staff.

### Section 8- Anti-discrimination

The Town of Onancock conforms, as applicable, to the provisions of the Federal Civil Rights Act of 1964, as amended; the Virginia Fair Employment Contracting Act of 1975, as amended; the Virginians with Disabilities Act; the Americans With Disabilities Act, and Sections 2.2-4310 and 2.2-4311 of the Virginia Public Procurement Act. All bidders/offerors who submit bids/proposals to the Town are required to certify they conform to these same anti-discrimination requirements.

# **Section 9- Debarment or Suspension**

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

- 1. Unsatisfactory performance on a contract with the town of Onancock or another public body, including but not limited to, failure to comply with contract terms and conditions or to meet specification/scope of services requirements.
- 2. Offering any gift, gratuity, favor, or advantage to any Town employee who exercises official responsibility for procurement transactions.
- 3. Failing to disclose a condition constituting a conflict of interest by any officer, director, owner, or partner of the vendor in a contract or purchase order awarded by the Town.
- 4. Conviction of any officer, director, owner, partner, or agent of the vendor of any criminal offense involving public contracting.
- 5. Court judgment finding a violation of Federal or State antitrust laws.

- 6. Conviction of any criminal offense, or a judgment in civil litigation, which indicates a lack of moral or business integrity.
- 7. Abandonment of performance or termination for default on any other Town of Onancock Town project.
- 8. Default on any surety bond or written guaranty on which the Town of Onancock is an obligee.
- 9. The filing of a bankruptcy petition, by, against, or regarding the contractor.
- 10. Any other cause that the Town Manager determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or prior reprimands.

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

In debarring or suspending any individual or firm from contracting with the Town, the Town Manager shall follow all applicable procedures outlined herein.

## Section 11- Excess and Surplus Property

The Town Manager shall be responsible for:

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

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

### Section 12- Public Procurement Ethics

All Town of Onancock Town procurement is subject to and will be conducted in accordance with the Virginia Public Procurement Act, the State and Local Conflict of Interests Act, and the Governmental Frauds Act.

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### Sec 15-10 ARTICLE III. UNSAFE BUILDINGS\*

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

- (a) The owners of property in the town shall, at such time as the town council may prescribe, remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other town residents.
- (b) The town, through its own agents or employees, may remove, repair or secure any building, wall or any other structure which might endanger the public health or safety of other town residents if the owner and lien holder of such property, after reasonable notice and a reasonable time to do so, have failed to remove, repair or secure the building, wall or other structure. For purposes of this section, repair may include maintenance work to the exterior of a building to prevent deterioration of the building or adjacent buildings. For purposes of this section, reasonable notice includes a written notice (i) mailed by certified or registered mail, return receipt requested, sent to the last known address of the property owner and (ii) published once a week for two successive weeks in a newspaper having general circulation in the locality. No action shall be taken by the town to remove, repair or secure any building, wall or other structure for at least 30 days following the later of the return of the receipt or newspaper publication.
- (c) If the town, through its own agents or employees, removes, repairs or secures any building, wall or any other structure after complying with the notice given under this section, the cost or expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the town in the manner taxes are collected.
- (d) Every charge authorized by this section with which the owner of any such property has been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq. The town may waive such lien in order to facilitate the sale of the property. Such lien may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

# Year-Round Access to the Restrooms at the Harbormaster Shack

### Items for Consideration:

- There is no sundown clause for the marina paving project. The Town can request that the funds be carried forward into the new fiscal year.
- Additional utility costs to heat the facility in the winter.
- Can the pipes along the bulkhead be insulated? Cost?
  - o Could it be accomplished once the floors are ripped up for replacement to save money?
- The pipes under the parking lot are not deep enough; can the Town remedy that situation once the parking lot has been torn up for repaying? Cost?
- Current FT hours at the wharf April-October. Possible PT hours to run November December?
   This would be to accommodate rock fish season.
- During season to add extended hours could the Harbormaster or other staff work 8-4pm and then be relieved by another staff member to work from 4-8pm?
- If the Town can delay the paving would the Town be able to secure a smaller grant to assist with the insulation of the pipes under the parking lot (T21)?
- Security of the building. There are cameras up around the marina already. Would more be needed?
  - Access to the restroom after hours during season; how best to provide safety for the transient boating guests. Currently, the rolling door being closed offers only one way into the facility which requires a code to gain entry which is only provided to those guests.
- Locals using the shower to avoid increased water bills at their homes and/or using our showers when they have been disconnected due to nonpayment.
- Staff over-time that would only be needed for special events.
- After hours/Off Season staff at the marina; what would they be doing while there?
   Cost/Benefit?
- BIG funds are ONLY for transient boaters. Dedicating a restroom for year-round local access may require the Town to have to prorate when request grant funds from BIG.
- Other staff members being called to the marina to pump gas after the facility has been closed for the season or on a day during the slow season when the facility is not open.
  - Taking payments and processing transaction reports for Town Hall; capability of staff members? Bond staff members for theft protection?

# Lisa W. Fiege

From: T Lee Byrd <tleebyrd@gmail.com>
Sent: Wednesday, October 24, 2018 2:26 PM
To: Lisa W. Fiege

Cc: Robert Bloxom; Bill Kerbin; Maphis Oswald

Subject: Re: Items for Consideration Re: Wharf Restrooms

Please allow me to respond to the year-round access situation:

I was under the impression that the final pavement bidder had until the end of this week to respond to the re bid request including milling or they would be out and the best remaining contractor to our specs be selected and proceed during the month of November. The VPA funding can most likely be a carry forward into the next fiscal year but considering the condition of existing pavement thought it necessary to move forward as soon as possible. As a matter of fact used "condition" in last October's VPA funding application as a selling point.

The basic thought of allowing our facility bath houses to remain open to the public after the marina is closed for the transient season goes much deeper than the expense of heating, full or part time management, etc. All private and the few Town or City owned marinas that I have visited are fenced or closed off to the general public simply because they run the risk of being damaged, defaced or destroyed. Anyone that can remember the old pre Sandy bath houses that used merely pad locks and were easily entered will remember even day time damage. The town staff of that era will easily remember the damage that was even structural!

We have had seasonal and rock fishing season rates available and will continue to offer them but they were without the use of the facilities and did not want power in most cases (it would require separate metering of each pedestal for a seasonal hookup)

Thank you for including me in the email process. I have spent many days at the marina going over many of these points in my mind and cannot for the life of me think of any productive reason to leave our appealing, functional harbor master facility open year round. If the facility can be heat traced, insulated and manned for special occasions with Council's blessing and available funding then possibly it would serve a purpose and help promote our wonderful town and future town functions. If so, its only money, labor, cleanup, etc.

Compared to the renovation of our town office outside bathrooms made ready for similar usage seems to be one hell of a gamble since working so hard to achieve the level of progress at our marina???

I think that Maphis has laid it on the table and covered all the aspects that Council must consider and I thank you!!

Sincerely and respectfully,

T. Lee Byrd
Chair
Waterfront Committee
On Wed, Oct 24, 2018 at 1:20 PM Lisa W. Fiege < Ifiege@onancock.com> wrote:
>
> Hello All,
>
>

> Maphis asked me to send the attached document out to you all for consideration. These items would be discussed at the Work Session.