

DAMASCUS TOWN COUNCIL
Minutes for March 6, 2023
7:00pm Regular Called Council Meeting

Council Members Present: Susan Coleman, Charles Fields, Tom Hayes, Beaty Jackson, Jesse Kokotek, and Jack McCrady

Absent: None

Also Present: Katie Lamb, Mayor
Tuesday Pope, Town Clerk
Kermit Turner, Police Chief
Gavin Blevins, Town Manager
Trent Crewe, Legal Counsel

7:00pm: Mayor Lamb called the meeting to order and led the Pledge of Allegiance; Ms. Coleman gave the invocation.

Mayor Lamb asked for approval of the February 6, 2023, Regular Called Council Meeting Minutes, with a department correction under Legal Matters.

- Mr. McCrady made a motion to approve the Minutes, with the recommended correction. Mr. Jackson 2nd the motion, which passed (6-0).

Mayor Lamb asked for approval of the agenda, including the addition of Police Department personnel and Elected Officials (A1) and possible litigation requiring the provision of legal advice (A7) under Legal Matters; Veterans Memorial Committee under Old Business; and Waterway Park under Special Committees.

- Ms. Coleman made a motion to approve the agenda with the recommended additions. Mr. Hayes 2nd the motion, which passed (6-0).

Mayor Lamb opened a Public Hearing to entertain public comment regarding a proposed ordinance to amend the Town's cigarette tax rate from 15 cents to 40 cents per pack. The Ordinance follows:

TOWN OF DAMASCUS, VIRGINIA

AN ORDINANCE TO AMEND ORDINANCE 03-006, CODIFIED AS ARTICLE XIV OF CHAPTER 22 OF
THE CODE OF DAMASCUS, VIRGINIA

WHEREAS, the Town Council of the Town of Damascus, Virginia conducted a public hearing regarding the proposed amendment of this ordinance at 7:00 PM on March 06, 2023; and

WHEREAS, notice of such public hearing was published in *The Tomahawk*, a newspaper of general circulation in the Town of Damascus, Virginia, on Wednesday, February 15, 2023; and

WHEREAS, the Town Council of the Town of Damascus deems it to be in the public interest, health and welfare to increase the tax on cigarettes sold in the Town from Fifteen Cents to Forty Cents for each unit of twenty cigarettes or fractional part thereof; and

NOW, THEREFORE, be it hereby **ORDAINED** that:

1. Section 2 of Ordinance 03-006 is amended to provide as follows, with deletions indicated by strikethrough and new language by underline:

Section 2. Levied; amount.

There is hereby levied and imposed by the town, in addition to any and all other taxes which may be or have been imposed, a tax to be paid and collected as provided in this article on each and every sale of cigarettes made within the town. The tax is to be paid by the seller, dealer or other agent by affixing a stamp or causing a stamp to be affixed to every package of cigarettes, in the kind and manner required in this article and at applicable rates as follows: The rate or amount of tax levied or imposed on cigarettes shall be at the rate of forty cents for each twenty cigarettes or fractional part thereof.

2. This ordinance shall become effective upon adoption but shall not be deemed to prohibit the lawful use of stamps lawfully purchased prior to the date of the adoption of this ordinance.

Mayor Lamb opened the floor for Public Comments.

Jennifer Connell, 114 S. Railroad Ave., stated that she disagrees with the proposed tax increase.

Mayor Lamb closed the Public Hearing.

- Mr. McCrady made a motion to return to Open Session. Mr. Fields 2nd the motion, which passed (6-0).
- Ms. Coleman made a motion to approve the ORDINANCE TO AMEND ORDINANCE 03-006, CODIFIED AS ARTICLE XIV OF CHAPTER 22 OF THE CODE OF DAMASCUS, VIRGINIA, as presented. Mr. Hayes 2nd the motion.

The Town Council voted as follows:

<u>Member:</u>	<u>Attendance:</u>	<u>Vote:</u>
Ms. Coleman	Present	Aye
Mr. Fields	Present	Nay
Mr. Hayes	Present	Aye
Mr. Jackson	Present	Aye
Mr. Kokotek	Present	Nay
Mr. McCrady	Present	Aye

RESOLUTION TO JOIN THE JOINT ENTITY KNOWN AS THE MOUNT ROGERS CIGARETTE TAX BOARD AND BESTOWING ON SUCH ENTITY ALL POWER NECESSARY AND PROPER FOR THE PERFORMANCE OF ITS DUTIES AS PROVIDED BY LAW

WHEREAS, pursuant to the authority granted to localities under § 15.2-1300 of the Code of Virginia, 1950, as amended, the Town Council of the Town of Damascus has determined that it would serve the public interest to join the joint entity known as the Mount Rogers Cigarette Tax Board (the "Board") in order to efficiently administer the collection, accounting, disbursement, compliance monitoring and enforcement of cigarette taxes assessed by the locality; and,

WHEREAS, the Town of Damascus has reviewed an agreement establishing the Board and defining its powers, duties, and other procedures, the text of which is attached hereto and incorporated herein as "Exhibit A," and is in agreement with the terms as set forth therein; and,

WHEREAS, the aforementioned agreement became effective upon the approval by the governing bodies of at least two (2) localities within the Mount Rogers Planning District and the execution of said agreement by their authorized representatives; and,

WHEREAS, the Town Council wishes to join the Board with the Town of Damascus as a member thereof, and authorize the execution of said agreement by the July 1, 2023 on its behalf.

NOW, WHEREFORE, BE IT HEREBY RESOLVED, the Town Council of the Town of Damascus:

1. Under authority of 15.2-1300 et. al., and upon the approval and execution of two (2) or more localities within the Mount Rogers Planning District, there is hereby created and established the Mount Rogers Cigarette Tax Board, which shall act as the agent of the localities for the administration of their respective cigarette tax ordinances; and,
2. The agreement, attached hereto as Exhibit A, is hereby APPROVED and the Town Manager is authorized to execute the same on behalf of the governing body; and,
3. The powers and authority of the Board, as set forth in the agreement are hereby APPROVED.

This Ordinance shall be effective March 06, 2023.

- Ms. Coleman made a motion to approve the RESOLUTION TO JOIN THE JOINT ENTITY KNOWN AS THE MOUNT ROGERS CIGARETTE TAX BOARD AND BESTOWING ON SUCH ENTITY ALL POWER NECESSARY AND PROPER FOR THE PERFORMANCE OF ITS DUTIES AS PROVIDED BY LAW. Mr. Jackson 2nd the motion.

The Town Council voted as follows:

<u>Member:</u>	<u>Attendance:</u>	<u>Vote:</u>
Ms. Coleman	Present	Aye
Mr. Fields	Present	Nay
Mr. Hayes	Present	Aye
Mr. Jackson	Present	Aye
Mr. Kokotek	Present	Nay
Mr. McCrady	Present	Aye

The following agreement accompanies the Ordinance and Resolution:

MOUNT ROGERS AREA CIGARETTE TAX AGREEMENT

This Agreement, dated the ____ day of _____, 2023 is entered into by and between

- 1) The County of Grayson, Virginia;
- 2) The County of Wythe, Virginia;
- 3) The County of Smyth, Virginia;
- 4) The County of Bland, Virginia;
- 5) The County of Washington, Virginia;
- 6) The County of Pulaski, Virginia;
- 7) The City of Galax, Virginia;
- 8) The Town of Rural Retreat, Virginia;
- 9) The Town of Wytheville, Virginia;
- 10) The Town of Marion, Virginia;
- 11) The Town of Chilhowie, Virginia;
- 12) The Town of Saltville, Virginia;
- 13) The Town of Hillsville, Virginia;
- 14) The Town of Damascus, Virginia;

or any two or more of the foregoing, and provides as follows:

WHEREAS, the parties hereto (the "Member Jurisdictions") desire to enter into an Agreement for the purpose of the establishment of the Mount Rogers Cigarette Tax Board (the "Board") for the joint administration, collection, and enforcement of their respective Cigarette Tax Ordinances pursuant to the provisions of these ordinances and § 15.2-1300 and §§ 58.1-3830, *et. seq.*, of the Code of Virginia, 1950, as amended.

NOW, THEREFORE, the parties hereby enter into the following agreement.

1. NAME AND DURATION

The Board shall be called the Mount Rogers Cigarette Tax Board. Its duration shall be perpetual, subject to the provisions of Paragraph 8 herein.

2. MEMBERSHIP AND VOTING POWERS

The Board shall be composed of one representative from each jurisdiction currently named herein and one representative from those jurisdictions later added with the consent of the Board in conformity with Section 10. The chief administrative officer of each of the member jurisdictions (County Administrator, City Manager or Town Manager, as applicable) shall constitute that jurisdiction's Board representative, and such officer may designate an alternate to attend meetings and vote in his or her place by written notice delivered to the Board Chair prior to the meeting at which the alternate will attend. A majority of the representatives from the member jurisdictions shall constitute a quorum for transaction of business. Action of the Board shall be by majority vote of those present and voting, with the exception of adding new members to the Board, which shall require the approval by the majority of the entire Board membership. In all matters, each jurisdiction shall be entitled to only one vote.

3. OFFICERS AND MEETINGS

Each year, the Board shall elect a Chair, Vice-Chair, and Secretary/Treasurer, who shall serve for a term of one (1) year, unless removed by majority action of the Board. The aforementioned officers shall be chosen from the members of the Board, and shall be empowered to sign in the name of the Board on all legal documents, including bank deposits and

withdrawals. The Board shall meet from time to time as needed, and shall meet at least quarterly, however, additional meetings may be called at any time by action of the Chair or upon the request of three (3) or more members by submitting such request to the Chair in writing.

The Board may adopt bylaws, procedural rules and other policies to regulate its affairs not inconsistent with this Agreement. Minutes shall be kept for all meetings in conformity with the Virginia Freedom of Information Act.

4. POWERS OF THE BOARD

The Board shall be delegated the following powers from the member jurisdictions:

- a. The power to assess, collect and disburse the cigarette taxes levied by and for each member jurisdiction;
- b. The power to audit the sale or use of cigarettes within each member jurisdiction;
- c. The power to provide information to the appropriate law enforcement agencies of the affected member jurisdictions for the purpose of prosecution of criminal violations of the member jurisdiction's cigarette tax laws and ordinances;
- d. The power to hire, supervise, discharge and manage an Administrator to oversee the day-to-day operations of the Board;
- e. The power to establish and manage general operating funds to ensure proper funding of Board operations on an ongoing basis;
- f. The power to employ auditors for review of the Board's finances, and employ accountants, legal counsel, and other advisors as the Board deems necessary or advisable to discharge its' duties;
- g. The power to designate one or more depository bank or banks for tax funds collected;
- h. The power to contract with one or more member jurisdictions for provision of administrative, fiscal and personnel services;
- i. The power to hold and convey personal property. The Board shall have no power to hold or convey real property;
- j. The power to enter into contracts, including without limitation the power to enter into contracts with public bodies for the availability and provision of office and storage space, office and other equipment, and for the use of motor vehicles;
- k. The power to hire, supervise and discharge such other employees as the Board may deem necessary or expedient to carry out its duties and powers;
- l. The power to contract for benefits for Board employees;
- m. Any other powers granted to the Board by other provisions of this Agreement, by the respective local ordinances of the member jurisdictions, and by the Code of Virginia (1950), as amended.

5. LIABILITY INSURANCE

The Board is hereby authorized and directed to maintain insurance coverage appropriate to the nature of the Board's operations. General liability insurance shall be maintained through a commercial general liability policy in limits of not less than One Million Dollars (\$1,000,000)

the Board shall maintain worker's compensation coverage in at least the statutorily required minimum amounts.

6. ADMINISTRATOR

The Board shall appoint an Administrator, who shall be responsible for the normal, day-to-day operations of the Board in administration of the Cigarette Tax Ordinances adopted by each of the member jurisdictions. The Administrator shall serve at the pleasure of the Board and under such terms and conditions of employment as the Board shall deem appropriate, which may include the power of the Administrator to hire, train, discipline and discharge subordinate employees as needed to carry into effect the purposes and duties of the Board, contingent upon creation by the Board of such subordinate positions. The Administrator shall act as the chief employee of the Board, and shall answer to and be under the supervision of the Board. The Administrator shall attend Board meetings and report to the Board on expenditures of the Board, projected revenues, and other matters relevant to the efficient administration of the Board. The Board may adopt such contracting and purchasing policies as it may deem appropriate, consistent with the Virginia Public Procurement Act and other applicable laws and regulations, and delegate to the Administrator the authority and responsibility for administration thereof. The duties of the Administrator shall include, but are not limited to the following:

- a. Preparation of annual administrative cost estimates;
- b. Reporting to the Board with recommendations as to the creation of employment positions needed to carry into effect the purposes and duties of the Board;
- c. Hiring, management, evaluation, training, discipline and discharge of employees in such employment positions created by the Board;
- d. Contracting, with the approval of the Board, for equipment, supplies, employee health and retirement benefits and other benefits as approved by the Board;
- e. Preparation of such other reports as the Board may require;
- f. Review and authorization of disbursements from Board accounts, including without limitation regular disbursements of tax revenue from member jurisdictions.

7. COLLECTION OF THE CIGARETTE TAX

The cigarette tax shall be assessed and collected according to the respective ordinances and according to the rules, regulations and procedures adopted by the Board.

8. DISBURSEMENT OF RECEIPTS, MANAGEMENT OF FUNDS

- a. Disbursements shall be made to each member jurisdiction on a monthly basis. Prior to disbursement to member jurisdictions, expenses for the applicable period shall be deducted from total revenues and allocated to the jurisdictions proportionately based upon the number of taxable packs of cigarettes reported within the jurisdiction during the period as compared to the total number of taxable packs of cigarettes reported in all the member jurisdictions. The disbursement to each member jurisdiction shall be determined by the tax rate of the jurisdiction multiplied by the taxable packs of cigarettes reported within the jurisdiction, plus interest and penalties assessed within the jurisdiction in question, plus the jurisdiction's proportional share of all other revenues, less discounts and proportional expenses.
- b. The Board shall adopt an annual budget and provide a copy thereof to each of the member jurisdictions. The Board shall establish an operating fund, taking into account the anticipated revenues and expenditures for each year.

- c. All monies shall be deposited in the name of the Mount Rogers Cigarette Tax Board. All checks drawn on Board accounts shall require the signature of the Administrator and at least one Board Officer.

9. TERMINATION

- a. In the event any member jurisdiction decides, by ordinance, to terminate its participation in the Board, notice thereof shall be given to the Board no fewer than sixty (60) days prior to the effective date of such termination. The terminating jurisdiction shall receive within thirty (30) days of the effective date of termination its proportionate share of total revenues less its proportionate share of expenses, operating fund, and depreciated value of tangible personal property owned by the Board. The representative of such terminating jurisdiction shall cease to be a member of the Board as of the effective date of the termination and thereafter the terminating jurisdiction shall have no rights to participate in the business or operations of the Board, and the terminating jurisdiction shall thereafter have sole rights and responsibility for collection and enforcement of its local cigarette tax.
- b. In the event the number of member jurisdictions is less than two (2) in number, the Board shall dissolve and cease to exist. In such event, the Board, prior to dissolution, shall liquidate all assets and disburse the proceeds to each member jurisdiction that has not previously received a payment pursuant to Paragraph 9(a). Such distribution shall be proportionate to the number of taxable packs of cigarettes reported in the jurisdiction in question during the preceding twelve (12) months as compared to the taxable packs of cigarettes reported in the preceding twelve (12) months in all jurisdictions constituting the Board at the time of dissolution.

10. IMPLEMENTATION

Each member jurisdiction shall by ordinance signify its desire and agreement to become a member of the Board and its acceptance of the provisions of this Agreement. This Agreement shall become effective upon the adoption of such ordinances and execution of this agreement by any two (2) of the jurisdictions below, and thereafter any jurisdiction named below may join as a member upon the adoption of such ordinance and execution by its authorized representative, and upon payment of any shared expenses as may be determined by the Board. Upon such execution and payment, this agreement shall become operative as to the jurisdiction in question.

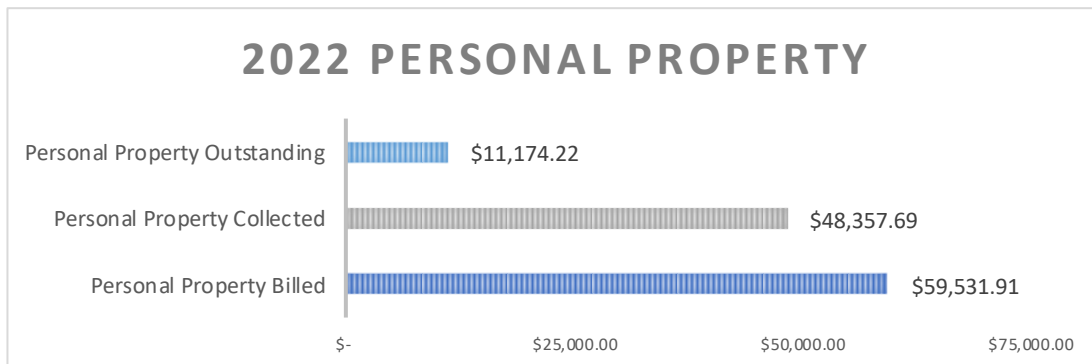
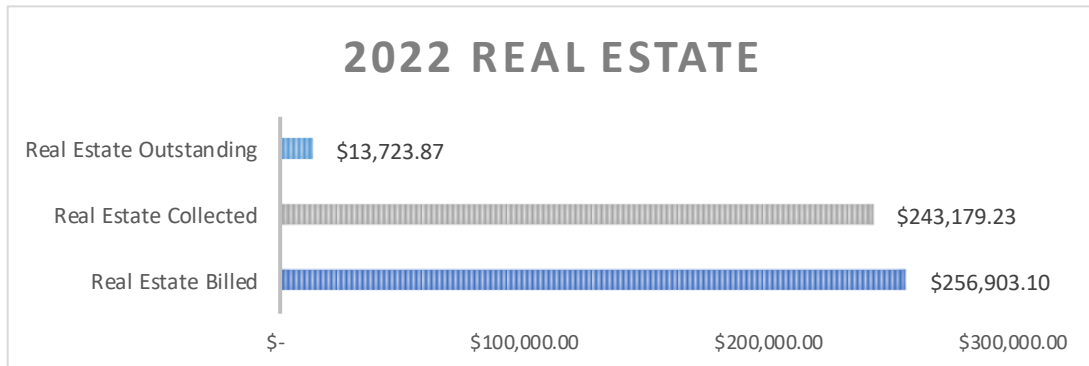
Jurisdictions other than those named below may be added to the Board by upon agreement of a majority of the Board, and upon adoption of an ordinance by the governing body of the jurisdiction to be added, execution of this Agreement, and payment into the Board of any shared expenses as may be determined by the Board.

Committee Reports

Budget, Finance, and Administration:

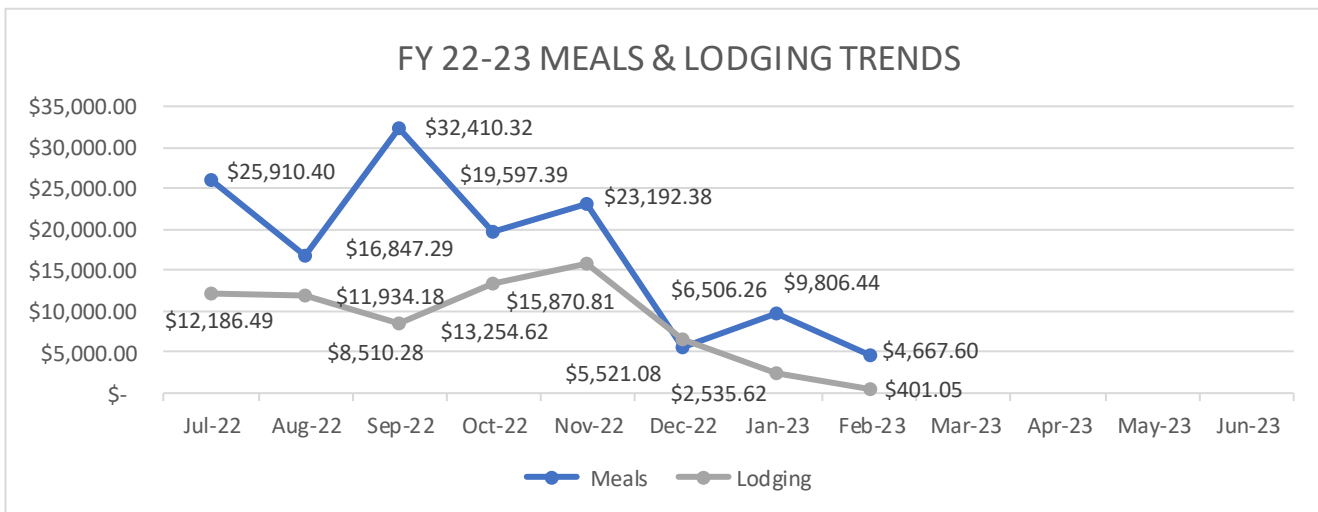
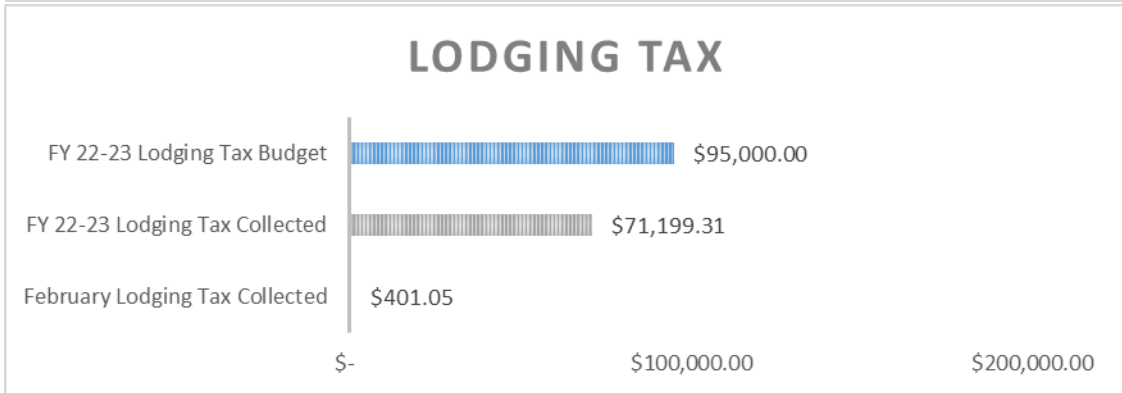
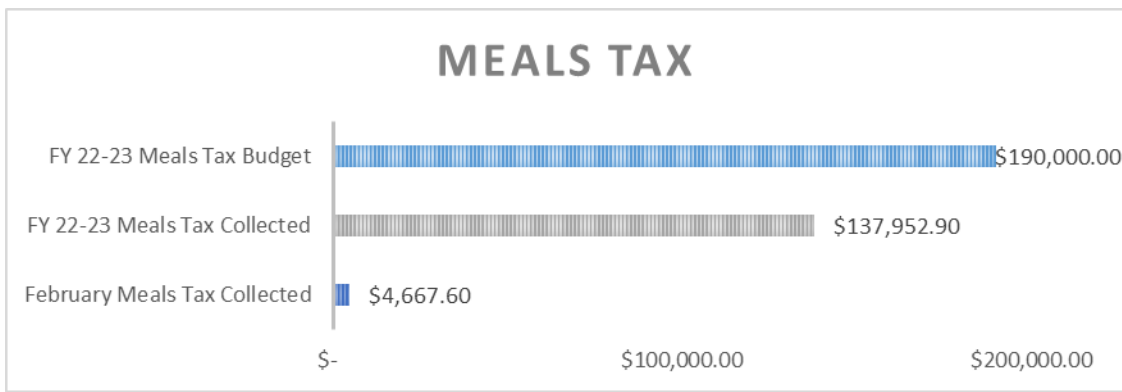
Town Treasurer, Elena Smith, submitted the following report for the previous month, which was presented by Mr. Blevins:

Real Estate & Personal Property Taxes: The collection rate for 2022 Real Estate taxes is at 94.66% and the collection rate for 2022 Personal Property is at 81.23%.



Town of Damascus Virginia Investment Pool (VIP)	Account Balance	FYTD Income	Inception Date
RESERVE FUND	\$55,223.62	\$1,210.25	08/11/2017
EARMARK POLICE VEHICLE	\$15,626.22	\$342.47	04/04/2018
SEWER FUND CD	\$26,845.00	\$588.38	11/26/2018
ANTHEM RECOVERY	\$44,866.21	\$983.30	12/21/2018
ADDITIONAL WORKING CAPITAL	\$1,756.00	\$38.56	08/08/2019
TRAIL DAYS RESERVE	\$7,613.08	\$166.85	05/14/2020
TOD ARPA 2021	\$782,908.63	\$15,802.66	06/29/2021
VIP Stable NAV Liquidity Pool	\$934,838.76	\$19,132.47	

Meals & Lodging Tax: We collected \$4,667.60 in Meals Tax and \$401.05 in Lodging Tax during February, reflecting sales for January.



Announcements:

- Budget Workshops are every Thursday from 3-5pm beginning February 16th.
- Business License renewals are due by March 31st.

Also, the 2023-24 renewal is due for the Town's Anthem/The Local Choice, Key Advantage 500 Health Insurance, which is offered to full-time employees, and the renewal rates are as follows:

2022-23 / 2023-24 Rate Comparison

Price increase of 1%

Key Advantage 500 with Comprehensive Dental

Town pays 80% of single plan, and 80% single plan for employees + 20% of additional cost for dual/family plan

<u>2023-24</u>		<u>2023-23</u>	
Single	\$ 648.00	Single	\$ 641.00
Town cost/mo.	\$ 518.40	Town cost/mo.	\$ 512.80
Employee cost/mo.	\$ 129.60	Employee cost/mo.	\$ 128.20

Dual	\$ 1,200.00
Town cost/mo.	\$ 628.80
Employee cost/mo.	\$ 571.20
Family	\$ 1,751.00
Town cost/mo.	\$ 739.00
Employee cost/mo.	\$ 1,012.00

Dual	\$ 1,186.00
Town cost/mo.	\$ 621.80
Employee cost/mo.	\$ 564.20
Family	\$ 1,731.00
Town cost/mo.	\$ 730.80
Employee cost/mo.	\$ 1,000.20

- Mr. McCrady made a motion to approve the Town's health insurance renewal for the 2023-24 fiscal year. Mr. Fields 2nd the motion, which passed (6-0).

Streets, Lights and Maintenance:

Mr. McCrady reported the department is looking to fill a full-time position and one or two part-time positions.

It is time to renew the Town's agreement with Randy's Lawn Service, if the Council wishes to continue. The rates will be the same as they were for 2022, plus any applicable increases in chemicals, etc. (no increase in labor charges).

- Ms. Coleman made a motion to approve renewing the Town's agreement with Randy's Lawn Service for 2023, with no labor rate increase. Mr. McCrady 2nd the motion, which passed (6-0).

Also, we have a streetlight out on the bridge, but the Town's bucket truck cannot extend far enough for us to fix it. Mr. McCrady reported that he has received confirmation from someone willing to do the work if the Town wants to rent a lift to get him up there.

Parks and Recreation:

Ms. Coleman reported that Trail Days meetings are underway monthly, and the beautification committee will start back up in April. Volunteers are needed.

Planning Commission:

Nothing at this time.

Police and Fire Advisory:

Chief Turner presented the following P.D. activity report for the previous month:

Operations: February 2023, Damascus Officers had 145 calls for service. We have taken 11 investigative reports and made 2 arrests. We had 1 reportable accidents. Arrest are as follows: Larceny 1, Warrant Service 1.

Traffic Enforcement Activities: We issued 22 citations along with 34 warnings.

Speeding complaint areas include: S. Shady Ave & N Beaver Dam Ave.

Special Report: On February 21, 2023, we conducted our training for the Axon Body Cameras, at that time we placed our new camera system in service. We received our mounts the day of the training and everything is working great.

Special Notes:

Lt. Wagner vest was sent back and corrected. We have received it back and it is in service now.

Police Vehicles: Nothing new currently.

Auxiliary: The Auxiliary Academy is complete, our guys finished up February 26, 2023, with their defensive tactics and pepper spray.

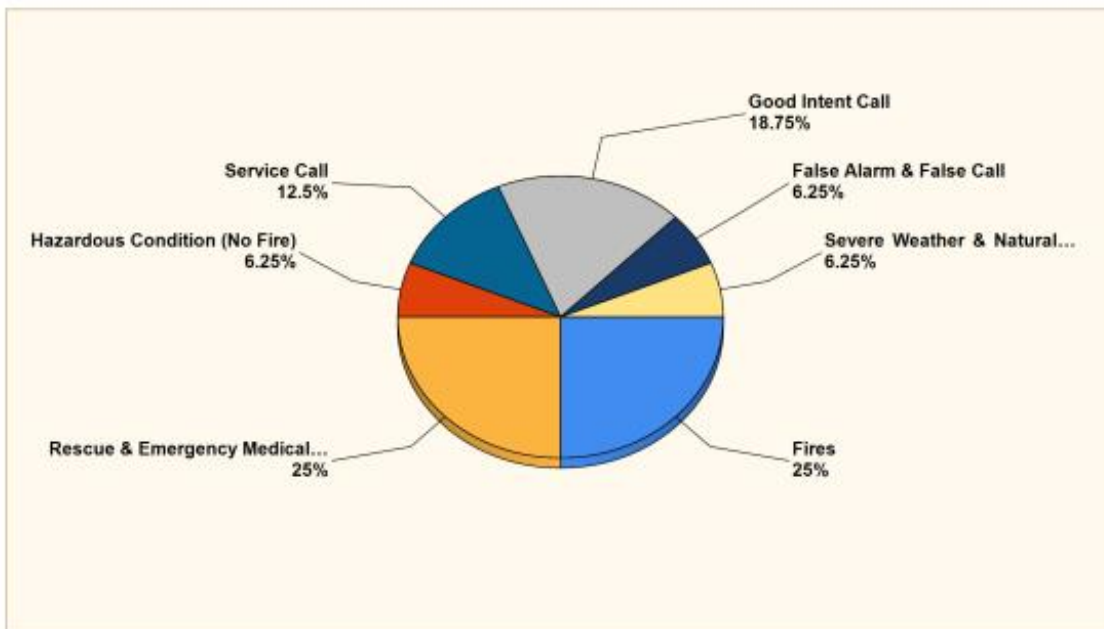
Damascus Volunteer Fire Department

Chief Turner presented the following report for the previous month's activities:

Damascus Fire Department

Damascus, VA
This report was generated on 3/2/2023 10:43:28 AM

Breakdown by Major Incident Types for Date Range
Zone(s): All Zones | Start Date: 02/01/2023 | End Date: 02/28/2023

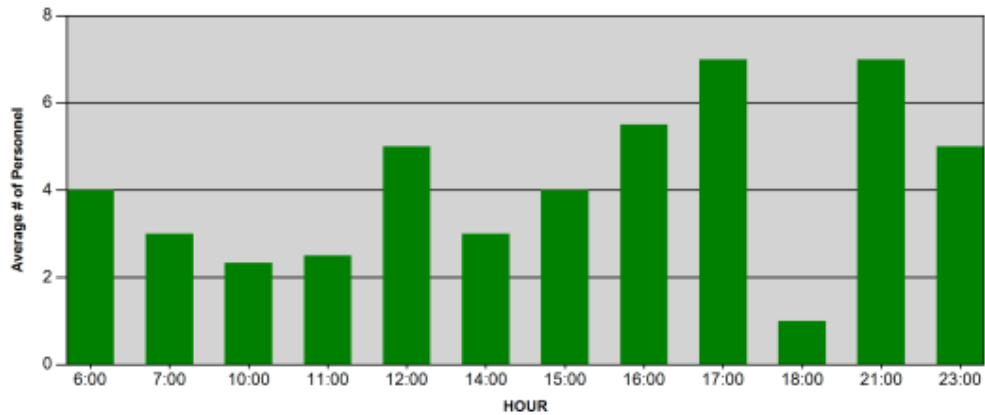


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	25%
Rescue & Emergency Medical Service	4	25%
Hazardous Condition (No Fire)	1	6.25%
Service Call	2	12.5%
Good Intent Call	3	18.75%
False Alarm & False Call	1	6.25%
Severe Weather & Natural Disaster	1	6.25%
TOTAL	16	100%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	6.25%
111 - Building fire	1	6.25%
113 - Cooking fire, confined to container	1	6.25%
143 - Grass fire	1	6.25%
311 - Medical assist, assist EMS crew	1	6.25%
324 - Motor vehicle accident with no injuries.	3	18.75%
444 - Power line down	1	6.25%
551 - Assist police or other governmental agency	2	12.5%
611 - Dispatched & cancelled en route	3	18.75%
700 - False alarm or false call, other	1	6.25%
813 - Wind storm, tornado/hurricane assessment	1	6.25%
TOTAL INCIDENTS:	16	100%

Average Number of Responding Personnel per Hour for Date Range

Start Date: 02/01/2023 | End Date: 02/28/2023



HOUR	AVG. # PERSONNEL
06:00 - 06:59	4.00
07:00 - 07:59	3.00
10:00 - 10:59	2.33
11:00 - 11:59	2.50
12:00 - 12:59	5.00
14:00 - 14:59	3.00
15:00 - 15:59	4.00
16:00 - 16:59	5.50
17:00 - 17:59	7.00
18:00 - 18:59	1.00
21:00 - 21:59	7.00
23:00 - 23:59	5.00

Personnel Hours for Incidents for Date Range (Not Payroll Related)

Start Date: 02/01/2023 | End Date: 02/28/2023

PERSONNEL	TIME SPENT ON INCIDENTS (Hours:Minutes Dispatched to Cleared Scene)
Berry, Austin	1:55
Campbell, Candace	10:56
Campbell, Dalton	1:55
Campbell, Wendy	4:04
Faust, Hunter	6:06
Hicks, Emilee	2:20
Hicks, Noah	2:20
Johnson, Michael	10:16
Jones, Andrew	3:44
Jones, Dave	6:26
Norris, Ralph	0:12
Phipps, Michael	7:36
Turner, Kermit	11:16
Turner, Walter B	13:07
Widener, Alex	8:58
Total:	91:12

Incident Statistics

Zone(s): All Zones | Start Date: 02/01/2023 | End Date: 02/28/2023

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		4	
FIRE		12	
TOTAL		16	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$0.00		\$0.00	
CO CHECKS			
TOTAL			
MUTUAL AID			
Aid Type	Total		
Aid Given	1		
Aid Received	1		
OVERLAPPING CALLS			
# OVERLAPPING	% OVERLAPPING		
0	0		
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1400	0:15:18	0:18:33	
AVERAGE FOR ALL CALLS		0:15:42	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1400	0:05:35	0:06:48	
AVERAGE FOR ALL CALLS		0:06:33	
AGENCY	AVERAGE TIME ON SCENE (MM:SS)		
Damascus Fire Department	54:09		

Response Percentage per Station per Personnel for Incident Types for Personnel

Personnel: All Personnel | Incident Type(s): All Incident Types | Start Date: 02/01/2023 | End Date: 02/28/2023

Personnel	Calls Attended	% of Calls for Selected Incident Types
Station: Station 1400		
Berry, Austin	1	6.3%
Campbell, Candace	8	50.0%
Campbell, Dalton	2	12.5%
Campbell, Wendy	4	25.0%
Faust, Hunter	3	18.8%
Hicks, Emilee	2	12.5%
Hicks, Noah	3	18.8%
Johnson, Michael	13	81.3%
Jones, Andrew	2	12.5%
Jones, Dave	8	50.0%
Justice, Jason	2	12.5%
Minton, Jared	1	6.3%
Norris, Ralph	2	12.5%
Phipps, Michael	6	37.5%
Reedy, Tony Mitchell	2	12.5%
Reid, Michael D	1	6.3%
Richey, Jordan	4	25.0%
Turner, Kermit	9	56.3%
Turner, Walter B	14	87.5%
Widener, Alex	9	56.3%
Widener, Anthony	3	18.8%
Wingler, David	1	6.3%
Total Incidents for Station Station 1400	16	

Total Incidents for all Stations 16

Special Committees

Richard Smith had three topics for discussion.

1. Mr. Smith is working on a webpage for volunteer lists and volunteer opportunities in Town, and he would like to see the Town add this to its website. He would also like to see the Town develop a volunteer recognition plan, and to assist with this, he would like to put together a small group of people to come up with ideas for Council to consider. It was the wish of the Council for Mr. Smith to come back with some formal recommendations.

2. Mr. Smith asked for permission to put together some ideas and possibilities for 'waterway park', which could be a small pocket park area behind Trestle 16. This would consist of brush cutting/clearing, adding a couple of picnic tables, etc.
 - Mr. McCrady made a motion for Mr. Smith to move forward with coming up with costs and a timeframe for what he is proposing. Ms. Coleman 2nd the motion, which passed (5-1, with Mr. Kokotek opposed).
3. Mr. Smith stated that he has heard that some people are complaining that the Town has put too much money into the dog park when they should have spent that money on something else, but in reality, the Town has not funded the dog park. Fundraising efforts and labor have been provided by volunteers. Mr. Smith reintroduced Robbie and Pebs Kemmerlin, who are the new coordinators for the park. They are working on volunteer schedules for the maintenance and upkeep of the dog park, and would like for the Town to put in some security lighting over there.

Ms. Coleman replied that discussion of lighting and security cameras at the dog park are in the works.

Citizens Comments

1. Janet Gibbons, 130 Backer Lane, asked about adding a sidewalk along Douglas Dr./Damascus Dr., and stated that she supports considering a plan of action to deal with the drug problem in Town.
2. Tammy Rivenbark, 456 Ena St., stated that she is concerned about photos being taken of people in the community and shaming them on Facebook. Those people need treatment. Also, she thanked the Town's first responders, staff, and Council members.
3. Lisa Quigley, Executive Director of the Virginia Creeper Trail Conservancy, spoke to the Facebook post situation and how it has affected the Creeper Trail. Facebook is not an appropriate channel to bring these types of situations to people's awareness. Trail users are now inquiring if it is still safe for them to come and ride the Creeper, and it is going to take a lot of effort and attention to overcome the negative publicity that has been spread. She asked that people be thoughtful of what they post online and find the appropriate channels to do so.
4. Jacob Justice implored the Council to treat situations like what was posted online as a mental health issue. Normally substance abuse problems are addressed by first responders removing the individuals, but he would like to see non first responder agencies be involved to help the issue and not simply remove it for the time being.

Manager's Report

Mr. Blevins submitted the following report for the previous month:

Downtown + Laurel Creek Park & Trail

- *No change.*

TRRC – Trail Center

- *Garage doors should be delivered within the next couple of weeks.*
- *I am attempting to extend the grant contract to cover a few final expenditures.*

Scattered Site Housing Rehab Project

- *Footers have been poured for both substantial reconstructions, and we are getting ready for the next few rehabilitations to be bid out for construction.*

Creeper Trail

- *No change – need to coordinate with USFS for a few sections of tread repairs.*

Miscellaneous

- *We got word today that the fund allocation and contract for the \$60,000 from Washington County through an allocation from Virginia Tourism Corporation to complete Phase 3 of Beaver Dam Creek Trail has been approved.*
- *I'm still working on a draft update to the Town's floodplain ordinance and related language for the zoning ordinance that will hopefully be ready for review and adoption at the May meeting.*
- *I've been working on updating our policies for park use related to events and rental.*
- *I've been assisting with the upgrades to our network infrastructure this past month and we are still working on a comprehensive update.*
- *A lot of my other time has been related to personnel and the policy and ordinance updates on new business.*

Legal Matters

Mayor Lamb asked for a motion to, the appropriate time, Recess into Closed Session for Discussion and Consideration of Public Works, Parks & Rec., and Police Department Personnel Matters and Elected Officials, per VA Code Section 2.2-3711 (A) (1); and Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, per VA Code Section 2.2-3711 (A) (7).

Mr. Cassell stated that he does not recommend they go into Closed Session to discuss Elected Officials because he does not think that is authorized by 2.2-3711 (A) (1), as it pertains to Officers or employees of the Public Body, and not Members of the Public Body.

- Mr. McCrady made a motion to, the appropriate time, Recess into Closed Session for Discussion and Consideration of Public Works, Parks & Rec., and Police Department Personnel Matters, per VA Code Section 2.2-3711 (A) (1); and Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, per VA Code Section 2.2-3711 (A) (7). Mr. Jackson 2nd the motion, which passed (6-0).

Old Business

➤ Veterans Memorial Committee Property Use Request:

Roger Farmer, on behalf of the Veterans Memorial Committee, presented plans/drawings of the proposed steel stairway they would like to have constructed, with bronze figurines honoring those men, women, and animals of all military branches. This monument would be constructed adjacent to the memorial park, toward the river. He clarified that they are asking to use the property, not for an easement or ownership of it.

Mr. Blevins stated that along with the property's deed restrictions that have to be considered, the project will still be required to have an approved zoning permit application and permits for construction, and the design will have to pass federal floodway and floodplain regulations before that can be done.

- Mr. McCrady made a motion to authorize the Veterans Memorial Committee to move forward with the design plans for the proposed monument, which can then be submitted to the Town with a Zoning Permit Application. Mr. Jackson 2nd the motion, which passed (6-0).

Mr. Farmer stated that he would like the Council to release \$500 that was withheld for emergency operations or contingency from their donation from the Town in 2011. Out of a \$2,000 contribution, they only received \$1,500. The Damascus Veterans Memorial Committee has been volunteering for 17 years and has done much work and put in many hours in this community and would appreciate Council's consideration.

New Business

1. Proposed Resolution for enforcement of laws regarding illegal signs and advertising within the limits of the highway, with Agreement between the Town and the Virginia Department of Transportation, and Instructional Memorandum.
 - Mr. McCrady made a motion to place this topic on the April Council Meeting Agenda and invite citizens to speak on the matter during Citizen's Comments. Mr. Kokotek 2nd the motion, which passed (6-0).
2. Farmers Market Manager Agreement Proposal:

FARMERS MARKET MANAGER AGREEMENT

This AGREEMENT is made this ____ day of _____, 2023, between the Damascus Farmer's Market Manager (Market Manager), and the Town of Damascus, Virginia (Town), acting by and through its Town Council.

This Agreement by and between the Town and the Market Manager shall be in effect for the period of one year, to be valid following execution during the calendar year of the market season and expiring at the end of such calendar year.

The Market Manager hereby agrees to:

- Be paid a sum of \$2,500.00, to be paid by Town in two installments, the first upon execution of this Agreement and the second on November 01st of the same calendar year of the market season.

- Allow the Town to complete a background check and drug testing as necessary and understand that employment is subject to results.
- Hold all market business in strict confidence and not disclose or use any confidential information except as necessary in the performance of duties as the Market Manager.
- Use personal vehicle for transportation of market equipment and materials, and to store such at place of private residence (or other agreed upon location) when not in use; furthermore, Market Manager agrees to carry liability insurance on the vehicle in use for the market.
- Abide by all requirements and responsibilities included in the Job Description.
- Faithfully abide by the requirements set forth by the Virginia Food Laws, as well as any other applicable regulations, as administered and enforced by the Virginia Department of Agriculture and Consumer Services (VDACS) per § 3.2-5130 of the Code of Virginia.
- Maintain comprehensive records of the activities of the Damascus Farmer's Market.
- The responsibilities and description of services to be provided in accordance with the Farmers Market Manager Job Description, attached as Appendix A.

The Town hereby agrees to:

- Make payment for services rendered by Market Manager under this Agreement in two payments, the first instalment upon execution of this Agreement and the second instalment on November 01st, for a sum of \$2,500.00.
- Support Market Manager with necessary resources related to the location of the market or the marketing of said market.
- Provide timely guidance and administrative support to Market Manager in performance of duties.
- Provide the Market Manager the right to set up as a vendor at each market without charge for the space, but without exemption from any other controlling policy or law.
- Agree to cover the manager as an agent under Town's insurance policies for liability coverage.

This contract is "at will" and may be terminated by either party upon written notice given by the terminating party.

Termination of this Agreement for any reason by either party prior to November 01st shall terminate obligation of Town to make second instalment to Market Manager.

- Mr. McCrady made a motion to approve the Farmers Market Manager Agreement as presented, and at \$2,500 for the 2023 season. Mr. Fields 2nd the motion, which passed (6-0).

Consent Agenda

- Mr. McCrady made a motion to pay the bills for invoices exceeding \$2,500, 2nd by Ms. Coleman. The motion passed (6-0).
- Mr. Jackson made a motion to pay the bills presented as well as the standard and/or recurring bills that will come in before the next Council meeting. Mr. Kokotek 2nd the motion, which passed (6-0).

Mayor & Council Members Reports

Mayor Lamb thanked all of the Town's volunteers, Police Dept., Fire Dept., and Council Members.

Ms. Coleman stated that Stanford Dailey is organizing a litter pick-up on March 18th at 9am and needs volunteers; and, she has received a lot of requests from business owners for the Town to put up larger signage to let people know they aren't allowed to ride their bicycles on the sidewalk. People riding their bikes on the sidewalk is becoming a hazard and we need to do something to enforce it.

Mr. Kokotek said he and the Mayor have recently attended a Washington County Coalition meeting to discuss substance abuse in the area and getting some more services here for those who need help.

Mr. McCrady stated that the Police Dept. should be commended because they do the best they can in dealing with drug problems locally, but their hands are basically tied. Drug abuse is a world-wide issue and the judicial system is the one that fails the people who need help. Mr. McCrady wants the Council to radically increase the pavement allotment for streets in Town to be able to patch potholes, and possibly purchase a pothole repair machine to aid in this. Also, the caboose repairs are still underway; he would like Council approval for him to contact VDOT to have them do a study on the intersection of Shady Ave. and Laurel Ave.; he would like to see the bike trail along Reynolds St. removed; and he contacted Asplundh about the damage don't to the Creeper Trail when they were trimming trees, and they will have a contractor to come and do the repairs needed.

Announcements

UPCOMING EVENTS & OTHER ANNOUNCEMENTS:

- *For upcoming events, go to our website visitdamascus.org and check out the **Events Calendar**. For citizen info go to damascus.org, and don't forget our social media presence on **Facebook** and **Instagram**!*
- Ms. Coleman made a motion to Recess into Closed Session for items previously identified under Legal Matters. Mr. McCrady 2nd the motion, which passed (6-0).
- Mr. McCrady made a motion to return to Open Session, 2nd by Mr. Kokotek. The motion passed (6-0).
- We Certify that only public business matters lawfully exempted from open meeting requirements and only such matters identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.
 - Susan Coleman - Yea
 - Charles Fields - Yea
 - Tom Hayes - Yea
 - Beaty Jackson - Yea
 - Jesse Kokotek - Yea
 - Jack McCrady - Yea
- Mr. Jackson made a motion to adjourn, 2nd by Ms. Coleman. The motion passed (6-0).