

DAMASCUS TOWN COUNCIL
Minutes for April 3, 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
Manager

Gavin Blevins, Town

Tuesday Pope, Town Clerk
Kermit Turner, Police Chief

Trent Crewe, Legal Counsel
Shawna Cook, Town

Treasurer

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 March 6, 2023, Regular Called Council Meeting Minutes as presented.

- Mr. McCrady made a motion to approve the March 6th Minutes as presented. Mr. Hayes 2nd the motion, which passed (6-0).

Mayor Lamb asked for approval of the March 23, 2023, Special Called Council Meeting Minutes as presented.

- Mr. Jackson made a motion to approve the March 23rd Minutes as presented. Mr. McCrady 2nd the motion, which passed (4-0-2, with Fields and Kokotek abstaining).

Mayor Lamb asked for approval of the agenda.

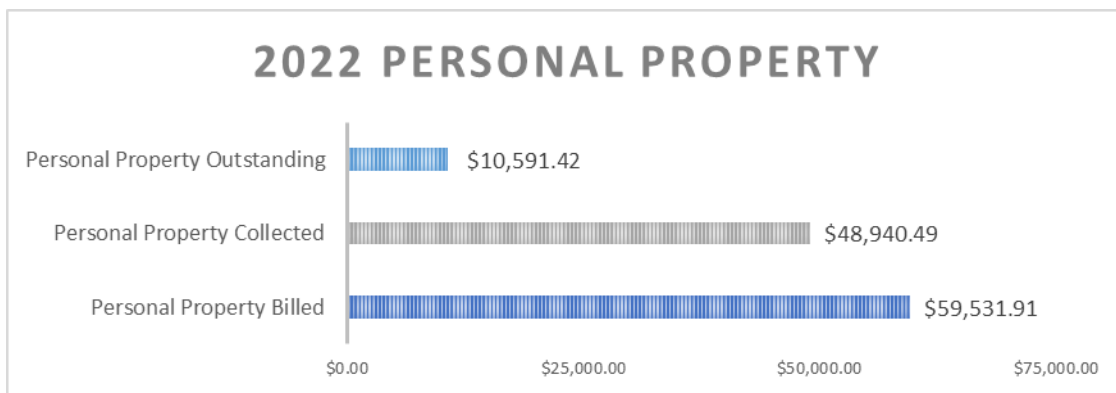
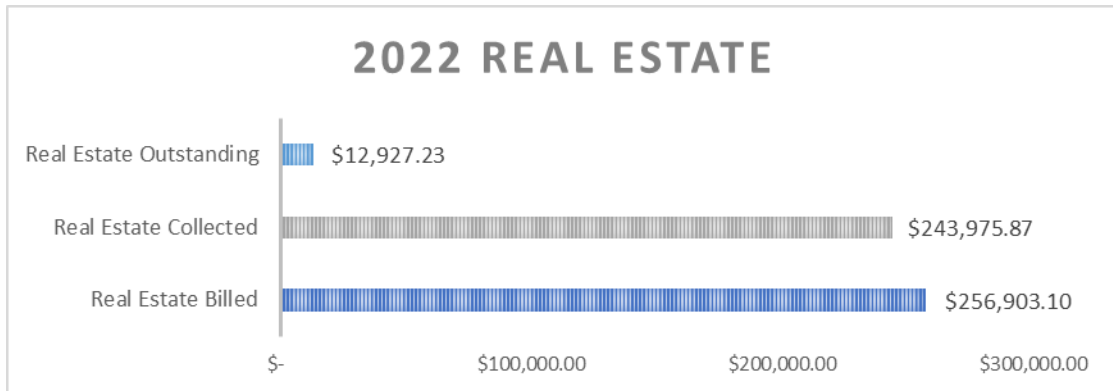
- Mr. Hayes made a motion to approve the agenda as presented. Mr. Jackson 2nd the motion, which passed (6-0).

Committee Reports

Budget, Finance, and Administration:

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

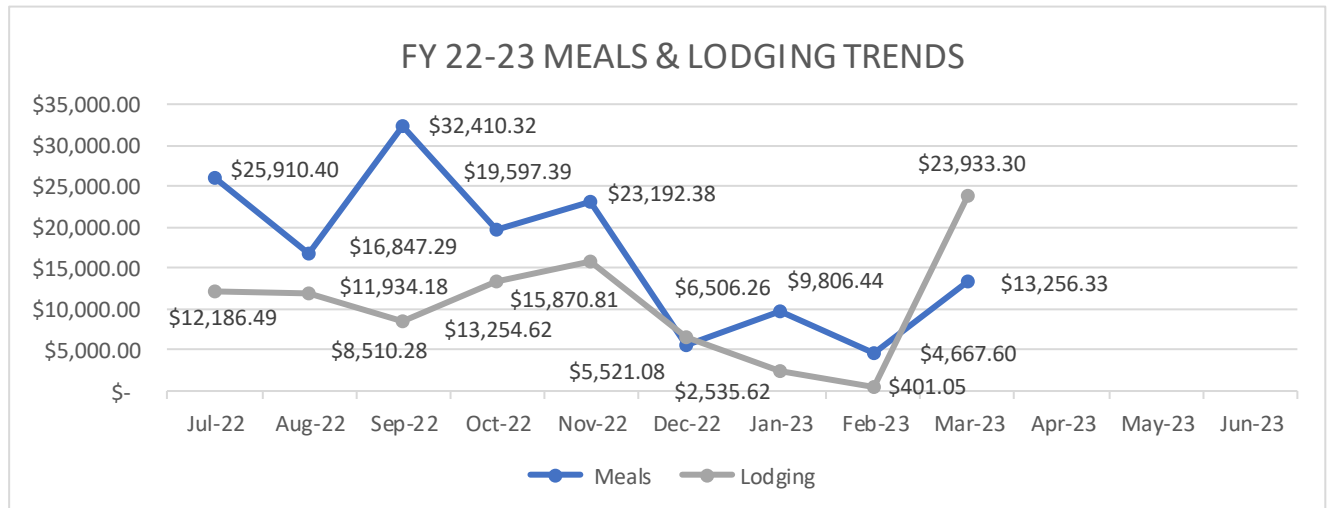
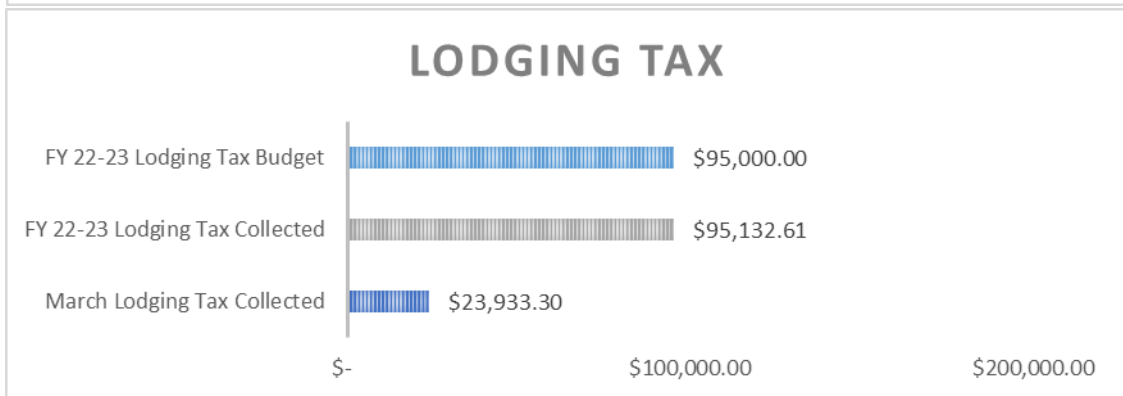
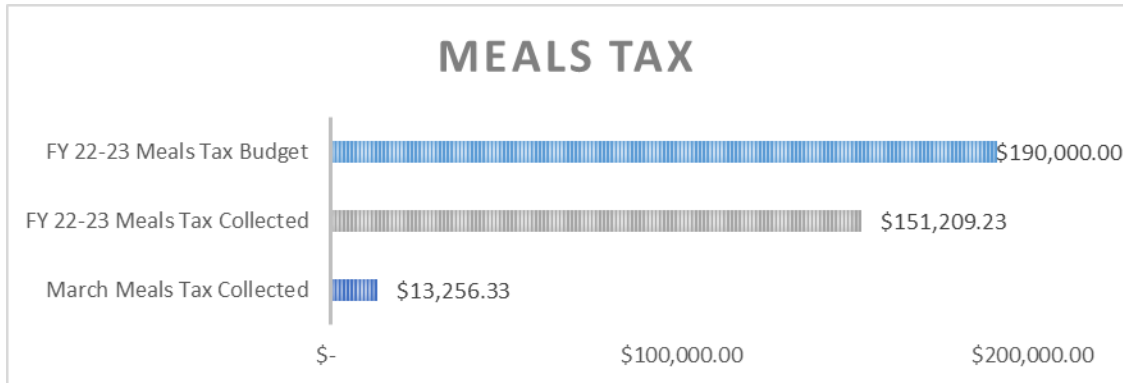
Real Estate & Personal Property Taxes: *The collection rate for 2022 Real Estate taxes is at 94.97% and the collection rate for 2022 Personal Property is at 82.21%.*



Town of Damascus Virginia Investment Pool (VIP)	Account Balance	FYTD Income	Inception Date
RESERVE FUND	\$55,443.60	\$1,430.23	08/11/2017
EARMARK POLICE VEHICLE	\$15,688.46	\$404.71	04/04/2018
SEWER FUND CD	\$26,951.93	\$695.31	11/26/2018
ANTHEM RECOVERY	\$45,044.94	\$1,162.03	12/21/2018
ADDITIONAL WORKING CAPITAL	\$1,762.98	\$45.54	08/08/2019
TRAIL DAYS RESERVE	\$7,643.40	\$197.17	05/14/2020
TOD ARPA 2021	\$786,027.60	\$18,921.63	06/29/2021
VIP Stable NAV Liquidity Pool	\$938,562.91	\$22,856.62	

Meals & Lodging Tax: *We collected \$ \$13,256.33 in Meals Tax during March, reflecting sales for February. We deposited \$23,933.30 in Lodging Tax during March. This does NOT reflect sales for February. This reflects checks received by the Town of Damascus by third party intermediaries who have not yet provided reconciliation information as requested to the Property Owners in the Town of Damascus nor to the staff of the Town of Damascus. It has been confirmed that some of these funds were*

collected from properties not located in the Town of Damascus. The State of Virginia is attempting to resolve this situation. Thank you for your patience.



Announcements:

- Budget Workshops are every Thursday from 3-5pm beginning February 16th.
- Business License renewals were due by March 31st.
- The Town of Damascus is still awaiting the Audit Report in order to close out FY 21-22.

Mayor Lamb introduced Shawna Cook, who is the Town’s new Treasurer in training as Ms. Smith’s last day will be April 14th.

Ms. Cook thanked the Mayor and Council for offering her the position, as well as Elena Smith for working with her to get her trained and ready to take on the position.

Streets, Lights and Maintenance:

Mr. McCrady reported the department has been down to one employee, who has been busy with brush pick-up, trash pick-up, mowing, and a water leak in the park. After a Council Poll for authorization, we have hired one part-time employee who started last week, and one additional full-time employee who will start on Monday. He would also like to hire an additional part-time person as well.

Parks and Recreation:

Ms. Coleman reported that she has received a quote from 'The Painter' for \$3,650 to sand, clean, and re-coat the paint on the floors in the pool office, as well as the men's and women's restrooms, and can do it this month.

- Mr. McCrady made a motion to authorize the painting expense, as quoted. Mr. Kokotek 2nd the motion, which passed (6-0).

Ms. Coleman reported that she has received a quote from Tri Cities Pools & Spas for a replacement pool cover, including extensions and springs, for \$11,500, and is needed after the swim season is over.

- Mr. Kokotek made a motion to approve the new pool cover expense, as quoted. Mr. Jackson 2nd the motion, which passed (6-0).

Planning Commission:

Nothing at this time.

Police and Fire Advisory:

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

***Operations:** March 2023, Damascus Officers had 138 calls for service. We have taken 11 investigative reports and made 8 arrests. We had 1 reportable accident. Arrest are as follows: Larceny 6, Warrant Service 2.*

***Traffic Enforcement Activities:** We issued 13 citations along with 21 warnings.*

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

***Special Report:** With the open position with the Police Department we have received several applications, we have started the application process and completed the first step of it, which is the physical agility course and the 1.5 mile run. The next step is to begin the interview process which will be later this week. Once that is complete I will begin to do the background check on the number one pick of the applicants. I hope*

to have a person selected for Council approval at the May 2 council meeting.

Special Notes Officer Price will be getting his schedule ready for Tent City for the security of the campground for Trail Days. Lt Wagner and I will be working the rest of the town with the help of the outside agencies.

Police Vehicles: Nothing new currently.

Auxiliary: Nothing new currently.

Incident Case Status Totals by Offense

Damascus Police Department
(03/01/2023 - 03/31/2023)

Offense:	Active:	Active TOT O/A:	Inactive:	Inactive WOF:	Closed Service:	Closed Except.:	Closed Arrest:	Adult Arrest:	Juvenile Arrest:	Adu./Juv. Arrest:	Unfnd.:	Rptd.:	Actual:
18.2-456 - Capias: Attachment of the Body	0	0	0	0	0	0	2	2	0	0	0	2	2
220 - Burglary/Breaking & Entering	1	0	0	0	0	0	0	0	0	0	0	1	1
23D - Theft From Building	1	0	0	0	0	0	0	0	0	0	0	1	1
23H - All Other Larceny	0	0	0	0	0	0	1	1	0	0	0	1	1
240 - Motor Vehicle Theft	0	0	0	0	0	0	1	1	0	0	0	1	1
90Z - All Other Offenses	1	0	0	0	0	0	3	3	0	0	0	5	5
Totals:	3	0	0	0	0	0	7	7	0	0	0	11	11

Citation Totals by Charge

Damascus Police Department
(03/01/2023 - 03/31/2023)

Charge:	Number of Charges:
46.2-301 - REVOKED/SUSPENDED	1
46.2-613 - Expired thirty day tag / Improper Registration	1
46.2-821 - FAILURE TO STOP AT A STOP SIGN	1
46.2-874 - SPEEDING 25 MPH ZONE	7
46.2-875 - SPEEDING 35 MPH ZONE	3
Total:	13

Arrest Race/Sex Totals by Offense

Damascus Police Department
(03/01/2023 - 03/31/2023)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian/Pac. Isl. Male:	White Female:	Black Female:	Indian Female:	Asian/Pac. Isl. Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
23F - Theft From Motor Vehicle	1	0	0	0	0	0	0	0	0	1	1	0	1
23H - All Other Larceny	1	0	0	0	1	0	0	0	0	2	1	1	2
240 - Motor Vehicle Theft	1	0	0	0	0	0	0	0	0	1	1	0	1
18.2-456 - Capias: Attachment of the Body	2	0	0	0	0	0	0	0	0	2	2	0	2
90Z - All Other Offenses	2	0	0	0	0	0	0	0	0	2	0	2	2
Totals:	7	0	0	0	1	0	0	0	0	8	5	3	8

*Chief Turner said he has been looking into an investigation tool called TLO (TransUnion Logistics), which would be beneficial to the department, and he would like Council approval for a subscription. The annual contract is \$1,440 for up to 150 database searches per month, and any social media searches are \$4 each.

- Mr. Hayes made a motion to authorize Chief Turner to get the TLO investigation tool for the department. Mr. McCrady 2nd the motion, which passed (6-0).

Damascus Volunteer Fire Department

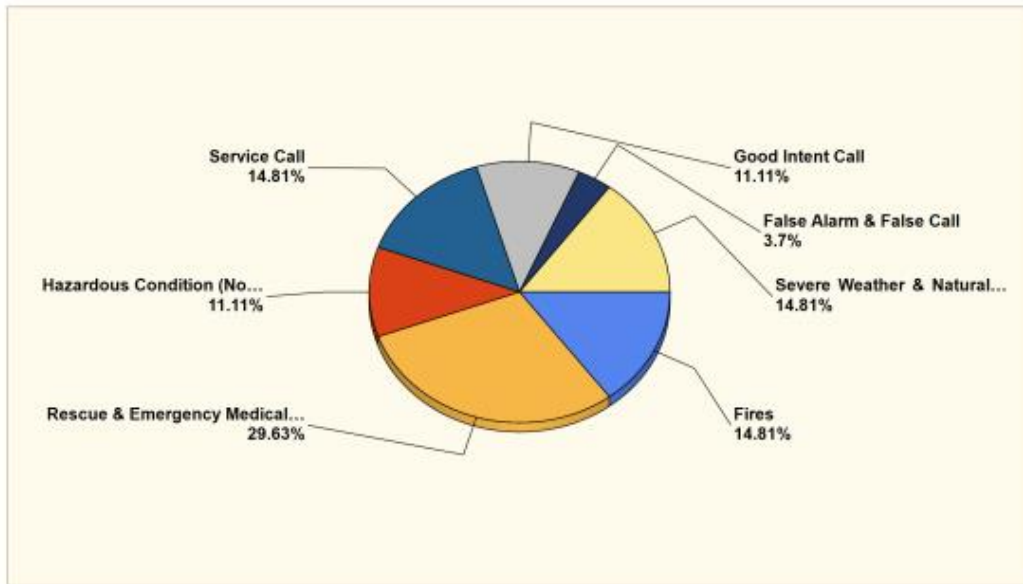
Chief Turner presented the following report for the previous month's activities:

Damascus Fire Department ✖

Damascus, VA

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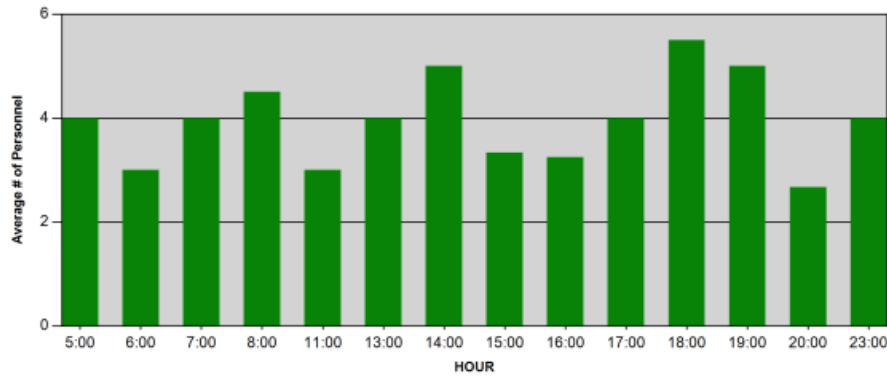
Breakdown by Major Incident Types for Date Range
 Zone(s): All Zones | Start Date: 03/01/2023 | End Date: 03/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	14.81%
Rescue & Emergency Medical Service	8	29.63%
Hazardous Condition (No Fire)	3	11.11%
Service Call	4	14.81%
Good Intent Call	3	11.11%
False Alarm & False Call	1	3.7%
Severe Weather & Natural Disaster	4	14.81%
TOTAL	27	100%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
131 - Passenger vehicle fire	3	11.11%
141 - Forest, woods or wildland fire	1	3.7%
311 - Medical assist, assist EMS crew	2	7.41%
324 - Motor vehicle accident with no injuries.	4	14.81%
341 - Search for person on land	1	3.7%
350 - Extrication, rescue, other	1	3.7%
440 - Electrical wiring/equipment problem, other	1	3.7%
444 - Power line down	2	7.41%
531 - Smoke or odor removal	1	3.7%
551 - Assist police or other governmental agency	2	7.41%
553 - Public service	1	3.7%
611 - Dispatched & cancelled en route	1	3.7%
631 - Authorized controlled burning	1	3.7%
651 - Smoke scare, odor of smoke	1	3.7%
715 - Local alarm system, malicious false alarm	1	3.7%
813 - Wind storm, tornado/hurricane assessment	4	14.81%
TOTAL INCIDENTS:	27	100%

Average Number of Responding Personnel per Hour for Date Range
 Start Date: 03/01/2023 | End Date: 03/31/2023



HOUR	AVG. # PERSONNEL
05:00 - 05:59	4.00
06:00 - 06:59	3.00
07:00 - 07:59	4.00
08:00 - 08:59	4.50
11:00 - 11:59	3.00
13:00 - 13:59	4.00
14:00 - 14:59	5.00
15:00 - 15:59	3.33
16:00 - 16:59	3.25
17:00 - 17:59	4.00
18:00 - 18:59	5.50
19:00 - 19:59	5.00
20:00 - 20:59	2.67
23:00 - 23:59	4.00

Incident Statistics

Zone(s): All Zones | Start Date: 03/01/2023 | End Date: 03/31/2023

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		8	
FIRE		19	
TOTAL		27	
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		2	
Aid Received		5	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
6		22.22	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1400	0:17:01	0:16:44	
AVERAGE FOR ALL CALLS		0:15:45	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1400	0:10:01	0:06:25	
AVERAGE FOR ALL CALLS		0:07:14	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Damascus Fire Department		74:17	

Response Percentage per Station per Personnel for Incident Types for Personnel

Personnel: All Personnel | Incident Type(s): All Incident Types | Start Date: 03/01/2023 | End Date: 03/31/2023

Personnel	Calls Attended	% of Calls for Selected Incident Types
Station: Station 1400		
Campbell, Candace	27	100.0%
Campbell, Dalton	5	18.5%
Campbell, Wendy	9	33.3%
Faust, Hunter	5	18.5%
Hand, Herman	2	7.4%
Hicks, Emilee	4	14.8%
Hicks, Noah	3	11.1%
Johnson, Michael	13	48.1%
Jones, Andrew	10	37.0%
Jones, Dave	9	33.3%
Justice, Jason	7	25.9%
Minton, Jared	5	18.5%
Norris, Ralph	1	3.7%
Phipps, Michael	8	29.6%
Reedy, Tony Mitchell	1	3.7%
Reid, Michael D	6	22.2%
Richey, Jordan	8	29.6%
Turner, Kermit	19	70.4%
Turner, Walter B	17	63.0%
Widener, Alex	15	55.6%
Widener, Anthony	6	22.2%
Total Incidents for Station Station 1400	27	

Total Incidents for all Stations 27

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

Start Date: 03/01/2023 | End Date: 03/31/2023

PERSONNEL	TIME SPENT ON INCIDENTS (Hours:Minutes Dispatched to Cleared Scene)
Campbell, Candace	37:27
Campbell, Dalton	8:57
Campbell, Wendy	11:46
Faust, Hunter	10:46
Hicks, Emilee	1:37
Hicks, Noah	0:37
Johnson, Michael	11:20
Jones, Andrew	7:17
Jones, Dave	1:54
Justice, Jason	7:30
Minton, Jared	0:57
Phipps, Michael	6:18
Reid, Michael D	2:45
Richey, Jordan	5:26
Turner, Kermit	29:06
Turner, Walter B	29:50
Widener, Alex	19:34
Widener, Anthony	8:36
Total:	201:43

Special Committees

Nothing at this time.

Citizens Comments

1. Janet Gibbons, Backer Lane, suggested that Council Members get out in the community and engage with citizens and business owners more; also there is a large bear in Town causing problems so she called the game department about it, and they advised businesses put locks on dumpsters and residents put their trash in a place where bears cannot get to it. She also suggested putting out a bear alert so visitors know that we have bears in Town.
2. Anthony Westmoreland, S. Beaverdam Ave., said the Natl. Parks Svc. has a program called BearWise, which can help with best practices and resources on dealing with black bears in communities. Also, he wanted to go on record as saying that he has a problem with a sitting Council person that does anything to harm our community.

Manager's Report

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

Downtown + Laurel Creek Park & Trail

- *The benches and bike racks along the trail have been installed thanks to a volunteer.*
- *The river rock has been installed in the drainage ditch along the N Shady Avenue section of the trail where old sidewalk was decommissioned.*
- *The post office drop box has been relocated for vehicle access in the Post Office Parking lot, this will allow folks to actually access the box without getting out of their vehicle.*

TRRC – Trail Center

- *Garage doors have been delivered and are ready for installation.*
- *I have requested to extend the grant contract to cover a few final expenditures.*

Scattered Site Housing Rehab Project

- *Two substantial reconstructions are underway, the walls are going up.*
- *We have had a few participants decide not to participate in the program for various reasons and are going back through the surveys to find new applicants that qualify.*

Creeper Trail

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

- I have a *Memorandum of Understanding (MOU)* between the Town and VA Creeper Trail Conservancy for the appropriation that the Town made toward the reconstruction of Trestle 30. The MOU follows:

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF DAMASCUS
AND THE VIRGINIA CREEPER TRAIL CONSERVANCY**

Virginia Creeper Trail - Trestle 30 Reconstruction

This Agreement entered into this 3rd day of April 2023, by and between the **Virginia Creeper Trail Conservancy**, hereinafter referred to as **Conservancy**, and the **Town of Damascus**, hereinafter referred to as **Town**. This agreement shall extend from date of execution until project construction close-out.

WHEREAS, the Conservancy is a 501(c)(3) nonprofit volunteer organization established May 1997 and dedicated to the maintenance and preservation of the Creeper Trail corridor; and

WHEREAS, the Conservancy and Town have a joint interest in the long-term sustainability of the Virginia Creeper Trail, along with the Town of Abingdon and US Forest Service; and

WHEREAS, the Conservancy has a Cooperative Agreement with the US Forest Service to assist with maintenance, capital projects, and general coordination related to the VA Creeper Trail; and

WHEREAS, the Virginia Creeper Trail Conservancy has secured funding from the US Forest Service, the Department of Housing and Community Development, the Appalachian Regional Commission, and the Town of Damascus to fund the full and total repairs to Trestle 30 on the Virginia Creeper Trail; and

WHEREAS, the Town of Damascus agreed to appropriate \$262,000 as part of a regional cooperation with Washington County to substantially reconstruct trestles 30 and 31 together to the benefit of the citizens of both municipalities and at a potentially reduced cost by completing reconstruction of both trestles simultaneously.

NOW, THEREFORE, the Town of Damascus and the Conservancy agree to the following terms as outlined specifically below.

The Conservancy agrees to:

- seek the necessary funding for the repairs to Trestle 30 of the Virginia Creeper Trail;
- procure the engineering firm; provide project management services including coordination with the US Forest Service and the Town;
- maintain all files required for compliance with grant guidelines where applicable, including all records, financials, correspondence and documentation related to the project; ~~and~~
- prepare any reports and information requested by the Town until administrative closeout; and;
- ensure project completion by December 31 2024.

The Town agrees to:

- make initial payment to Conservancy for \$100,000 immediately upon execution of Agreement;
- beyond the initial payment, reimburse the Conservancy for funds paid to the procured contractor and engineer engaged for the substantial reconstruction of trestle 30, up to \$262,000;
- assist the Conservancy by attending necessary meetings, provide any necessary documentation; and
- assist with outreach and coordination and support the project.

- Ms. Coleman made a motion to approve the MOU as presented, including the initial payment of \$100,000 to the Conservancy. Mr. McCrady 2nd the motion, which passed (6-0).

Miscellaneous

- We are still waiting on 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 – update: WashCo has received approval from VTC; we have the lowest quote ready for approval with

anticipated construction starting mid-April. The Subrecipient Agreement between the Town and the County follows:

**SUBRECIPIENT AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA
AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND IMPLEMENTATION**

SUBRECIPIENT AGREEMENT BETWEEN

Washington County, Virginia	Town of Damascus, Virginia
1 Government Center Place, Suite A	208 West Laurel Avenue
Abingdon, Virginia 24210	Damascus, Virginia 24236

THIS AGREEMENT (“AGREEMENT”) FOR THE COMMONWEALTH OF VIRGINIA’S (“VIRGINIA”) AMERICAN RESCUE PLAN ACT (“ARPA”) STATE AND LOCAL FISCAL RECOVERY FUND (“SLFRF”) IMPLEMENTATION is made and entered into the XX day of January 2023, by and between **Washington County, Virginia** (“Recipient”), and the **Town of Damascus, Virginia** (“Subrecipient”) (each a “Party” and jointly the “Parties”). This Agreement shall become effective on the date (“Effective Date”) this contract is signed by both parties.

The Award Terms and Conditions of the ARPA SLFRF Agreement sets forth the compliance obligations for Subrecipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury’s final rule, and applicable Federal laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, including the recitals set forth above which are a material part of this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Acknowledgment of Required Information.** In accordance with 2 CFR 200.332 and related Federal requirements for pass-through entities, Subrecipient hereby acknowledges receipt of Exhibit A hereto and the additional information set forth therein.
2. **Fiscal Agent.** The Subrecipient agrees to act as Recipient’s fiscal agent as required for the limited purpose of the ARPA SLFRF award.
3. **Funds Pass-Through.** The Recipient agrees to transfer the SLFRF award fund(s) to the Subrecipient promptly upon the Recipient’s allotment of such funds from the Department of Planning and Budget (“DPB”); the Recipient’s receipt of such funds from the Department of Accounts (“DOA”); and the compliance of the Subrecipient with any and all prerequisites of the acceptance of these funds (i.e. certifications, proof of eligible expenditures, etc.).
4. **SAM.gov Requirements.** Subrecipient is required to register on System for Award Management (“SAM”) at <https://www.sam.gov> pursuant to 2 CFR Part 25. Required SAM.gov information can be found online. Subrecipient must also report the names and

total compensation of their five most highly compensated executives and their subrecipients’ executives for the preceding completed fiscal year if (1) the Subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public.

5. **Reporting and Recordkeeping Requirements.** Program and/or project quarterly reporting is required as outlined in Exhibit B. Subrecipients must maintain records and financial documents relating to its services provided under this Agreement for five (5) years after all funds have been expended, funds have been returned to Recipient, or Agreement has been terminated. Recipient, shall have access to all subrecipient's records relating to its services under this Agreement including but not limited to canceled checks, invoices, vouchers, purchase orders, subcontracts, time sheets, mileage records and all other records relating to services and expenditures. Subrecipient agrees to provide Recipient with copies of such records at no expense upon Recipient's request. Further, Treasury may request transfer of records of long-term value at the end of five years. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient agrees to provide or make available such records to Recipient upon Recipient's request. Subrecipient must cooperate and provide reasonable assistance to authorized representatives of Recipient.
6. **Single Audit.** Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on Office of Management and Budget's (OMB) website: <https://www.whitehouse.gov/omb/office-federal-financial-management>. Recipients and Subrecipients should consult the [Federal Audit Clearinghouse](#) to see examples of Single Audit submissions.
7. **Internal Controls.** Subrecipient must:
 - a. Establish and maintain effective internal controls over the SLFRF award that provides reasonable assurance that the Subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
 - b. Comply with Federal statutes, regulations, and the terms and conditions of the SLFRF award. Without limitation nor to the exclusion of applicability of all other terms and conditions of the SLFRF award, Subrecipient shall not apply any Federal funds other than the SLFRF award in support of the program(s) or project(s) to be funded in whole or in part by the SLFRF award.
 - c. Monitor the activities of the Sub-awardee, or contractor, as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332 are met, including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings. Monitoring must include:
 - i. Reviewing financial and performance reports required by the pass-through entity.
 - ii. Following-up and ensuring that the Sub-awardee, or contractor, takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-awardee, or contractor, from the pass-through entity detected through audits, on-site reviews, and other means.
 - iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required.
 - d. Verify that every Sub-awardee is audited as required by 2 CFR 200.332. The Sub-awardee must also develop a subrecipient monitoring plan for its own subrecipients that addresses monitoring of subrecipients to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of the contract, and that performance goals are achieved. The Sub-awardee's monitoring plan of its own subrecipients should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance reports, performing site visits, and maintain regular contact with subrecipients. The Sub-awardee must establish requirements to ensure compliance with its own subrecipients as required by 2 CFR 200.332. The Sub-awardee must ensure that transaction with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with 2 CFR 200.332.

9. **Procurement, Suspension & Debarment.** Subrecipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Subrecipients must ensure adherence to all applicable local, State, and Federal procurement laws and regulations.
10. **Civil Rights Compliance.** Subrecipient and its vendors or contractors are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. The Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from, will contain a provision requiring non-discrimination in employment, service delivery and access, as herein specified binding upon each subrecipient.
11. **Repayment of SLFRF Awards.** If the United States or Virginia lawfully requires repayment of some or all of the SLFRF award, Subrecipient agrees to repay such amount to the Recipient for such purpose within twenty (20) days of any such requirement.
12. **Return of Unexpended SLFRF Awards.** If all of the SLFRF award is not expended by the end of the identified performance period, Subrecipient is obligated to return unexpended funds to Recipient. The Commonwealth and Recipient, shall coordinate to accomplish the return of such funds in a timely manner in accordance with the SLFRF Treasury Final Rule.
13. **Capital Expenditures.** Among other requirements contained in 2 CFR 200, Appendix II, all contracts made by a recipient or subrecipient in excess of \$100,000 with respect to a capital expenditure that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).
14. **Further Cooperation.** The Parties shall continue to cooperate with each other as reasonably necessary to confirm or bring about the transfers contemplated by this Agreement.
15. **Term.** This Memorandum shall be in effect from the date on which it is executed by the Parties through June, 30, 2024.
16. **Governing Law; Severability.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. If any word or provision of this Agreement as applied to any Party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other circumstance or the validity or enforceability of any other word or provision.

17. **Entire Agreement; Amendments.** This Agreement contains the entire integrated agreement between the Parties as to the subject matter hereof and supersedes all previous written and oral negotiations, commitments, proposals, and writings. No amendments may be made to this Agreement except by a writing signed by both Parties.
18. **Counterparts; Signatures; Copies.** This Agreement may be executed in counterparts, both of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or scanned signature may substitute for and have the same legal effect as an original signature. Any copy of this executed Agreement made by photocopy, facsimile or scanner shall be considered the original for all purposes.
19. **Authorization.** Each Party represents that its execution, delivery and performance under this Agreement have been duly authorized by all necessary action on its behalf, and do not and will not violate any provision of its charter or enabling legislation or result in a material breach of or constitute a material default under any agreement, indenture, or instrument of which it is a party or by which it or its properties may be bound or affected.

- Mr. McCrady made a motion to approve the Subrecipient Agreement as presented. Mr. Kokotek 2nd the motion, which passed (6-0).
 - *I'm still working on a draft update to the Town's floodplain ordinance and related language for the zoning ordinance, including a few other updates.*
 - *I'm still working on updating our policies for park use related to events and rental and creating a remote meeting policy.*
 - *I've been coordinating with Julie to get a contract for the tread work to park loop trail and Beaverdam Creek Trail Phase 3. We're also trying to get pricing to replace the playground mulch.*
 - *We've mostly finished the network upgrades in the Town Hall and will be expanding to upgrading the technology in the parks soon.*

The estimate from Appalachian Contracting Co. for the tread work to the park loop trail and Phase 3 of the Beaverdam Creek Trail follows, and if approved will be paid for using the ARPA funds received from Washington County:

Estimate				
3-20-2023		Appalachian Contracting Co.		
Town of Damascus, Train Town USA		180 Travallite Dr. STE 6		
		Bristol, VA 24201		
		License #2705185068		
				#2004
Description		Qty	Unit price	Total price
Gravel, grade, and compact all sections, all at 2% or less grade				
2800 x 4ft wide				
1300 x 8ft wide				
215 x 8ft wide				
500 x 8ft wide				
Haul away all dirt that is excavated				
Geo Fabric to Park Area 2800 x 4ft wide				
All new trail surfaces will be a minimum of 4 inches thick of aggregate				
<i>All materials and labor included - price is subject to increase depending if gravel prices increase prior to project</i>				
Total				\$40,990.00

***Appalachian Contracting Co. has the right to invoice at the end of each week on only what has been completed.**

- Ms. Coleman made a motion to accept the estimate as presented. Mr. McCrady 2nd the motion, which passed (6-0).

The estimate from Appalachian Contracting Co. for the tread work to the section of the Creeper Trail from Town Park to Trestle 17 follows, and if approved will be paid for using the ARPA funds received from Washington County:

Estimate 4-2-2023 Town of Damascus, Train Town USA #2017	Appalachian Contracting Co. 180 Travalite Dr. STE 6 Bristol, VA 24201 License #2705185068		
Trail resurfacing #2 1378 ft of trail resurfacing 8ft wide Gravel 4" deep in new and existing areas Fix grade Add gravel No geo grid in this place		Qty	Unit price
			Total price
Total:			\$11,713.00

- Ms. Coleman made a motion to accept the estimate as presented. Mr. Kokotek 2nd the motion, which passed (6-0).

*Mr. Blevins also reported that the Town received the Forest Sustainability Funds today that could be used for the development of a new pocket park, which has previously been discussed using the names Waterway/Roy Wright Park. There will also be Make-A-Wish funds for creating a small natural playground at the new little park.

Legal Matters

Mayor Lamb asked for a motion to, the appropriate time, Recess into Closed Session for Discussion and Consideration of Parks & Rec. and Police Department Personnel Matters, per VA Code Section 2.2-3711 (A) (1).

Old Business

1. VDOT Resolution – This is in reference to the following Agreement and Resolution between the Town Council of Damascus and the Virginia Department of Transportation allowing the Town of Damascus to enforce laws regarding illegal signs and advertising in Town within the limits of the VDOT highway, the same as they do on Town owned street rights-of-way. The Agreement and Resolution follow:

**AGREEMENT BETWEEN
THE VIRGINIA DEPARTMENT OF TRANSPORTATION
AND
THE TOWN COUNCIL OF
DAMASCUS, VIRGINIA
FOR ENFORCEMENT OF LAWS REGARDING ILLEGAL SIGNS AND
ADVERTISING WITHIN THE LIMITS OF THE HIGHWAY**

THIS AGREEMENT is made this ___ day of _____, 2023, between the Commissioner of Highways of the Commonwealth of Virginia (Commissioner), and the Town of Damascus, Virginia, acting by and through its Town Council (Council).

WITNESSETH:

WHEREAS, pursuant to Title 33.2, Chapter 12, Article 1 of the *Code of Virginia* (1950), as amended (*Code*), the Commissioner, as the chief executive officer of the Virginia Department of Transportation (VDOT), enforces the prohibition on the placement of signs and advertising within the limits of highways in the Commonwealth; and

WHEREAS, the Council, as the governing body of the Town of Damascus, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the Town, in general; and

WHEREAS, the Council has found that the proliferation of signs and advertising in the rights-of-way of highways in the Town of Damascus threatens the public safety and the welfare of the Town, and has a negative effect on the appearance of highways; and

WHEREAS, by an appropriate resolution adopted by the Council at its meeting on

, and attached hereto as Exhibit A, the Council expressed its desire and agreement to enter into an agreement with the Commissioner to enforce the provisions of § 33.2-1224 of the *Code of Virginia* (1950), as amended, and to collect the penalties and costs provided therein and has authorized execution of said agreement by a Town representative; and

WHEREAS, the Commissioner desires the Council's assistance in removing signs and advertising from the VDOT-maintained highways in the Town of Damascus.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

1. The Commissioner hereby authorizes the Council to act as the Commissioner's agent for the purposes of removing any signs or advertising located within the VDOT-maintained rights-of-way, in violation of §33.2-1224 of the *Code*; and

2. The Commissioner further authorizes the Council to act as the Commissioner's agent for the purposes of collecting the penalties and costs from the person, firm, or corporation responsible for signs or advertising located within the VDOT-maintained rights-of-way in violation of and as provided for in §33.2-1224 of the *Code*; and
3. The Council may authorize local law-enforcement agencies or other local governmental entities ("hereinafter designee(s)") to act as agents of the Commissioner for the purpose of fulfilling the terms of this Agreement; and
4. The Council shall be entitled to retain, in full, all sums lawfully collected by the Council or its designees as penalties and costs for removal of signs and advertising and enforcement of §33.2-1224 pursuant to this Agreement; and
5. The Council, or its designee, when collecting the penalties and costs referenced in Paragraph 2, above, shall:
 - a. Issue an invoice to the person, firm, or corporation being advertised for collection of any and all penalties and costs, as provided in §33.2-1224 of the *Code*, which shall provide that within 30 days, 33 days if the invoice is sent by mail, the person, firm, or corporation being advertised shall either (a) remit payment of the invoice to the Council, or its designee, or (b) notify the Council or its designee in writing that the matter and/or the penalties and costs are disputed.
 - b. In the event that a person, firm or corporation disputes the matter and/or penalties and costs provided in such invoice, the Council shall be responsible for resolving the dispute in accord with all applicable laws.
6. The Council shall require local government employees and others who are authorized to act or perform services pursuant to this agreement to comply with the provisions of this Agreement and all applicable laws; and
7. This Agreement shall remain in full force and effect unless sooner terminated upon 30- days' written notice by either party to the other party; and
8. This Agreement may be amended at any time by the written agreement of the parties.

**RESOLUTION TO EXECUTE AGREEMENT WITH THE VIRGINIA DEPARTMENT OF
TRANSPORTATION FOR ENFORCEMENT OF LAWS REGARDING ILLEGAL SIGNS
AND ADVERTISING WITHIN THE LIMITS OF THE HIGHWAY**

WHEREAS, pursuant to Title 33.2, Chapter 12, Article 1 of the *Code of Virginia* (1950), as amended (*Code*), the Commissioner, as the chief executive officer of the Virginia Department of Transportation (VDOT), enforces the prohibition on the placement of signs and advertising within the limits of highways in the Commonwealth; and,

WHEREAS, the Town Council, as the governing body of the Town of Damascus, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the Town, in general; and,

WHEREAS, the Town Council has found that the proliferation of signs and advertising in the rights-of- way of highways in the Town of Damascus threatens the public safety and the welfare of the Town, and has a negative effect on the appearance of highways; and,

WHEREAS, the Town Council wishes to execute and Agreement with VDOT to the mutual benefit of both agencies in removing signs and advertising from the VDOT-maintained highways within the Town of Damascus.

- Ms. Coleman made a motion to execute the Agreement and pass the Resolution between the Virginia Department of Transportation and the Town of Damascus, as proposed. Mr. McCrady 2nd the motion, which passed (5-1, with Mr. Kokotek opposed).
2. Pool Cover – *This was already covered under Parks & Recreation.*
 3. Waterway Park / Roy Wright Park – This is a continuation of a discussion to develop a small park area beside Trestle 16, which is a part of the Roy Wright Park land donation to the Town of Damascus.
 - Ms. Coleman made a motion to confirm the creation and dedication of this area as a pocket park. Mr. McCrady 2nd the motion, which passed (5-1, with Mr. Kokotek opposed).

New Business

Nothing at this time.

Consent Agenda

- Mr. Jackson made a motion to pay the bills for invoices exceeding \$2,500, 2nd by Ms. Coleman. The motion passed (6-0).
- Mr. Hayes 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. Jackson 2nd the motion, which passed (6-0).

Mayor & Council Members Reports

Mayor Lamb stated that residents have requested that the Citizens Comments portion of the meetings be moved to later in the meetings. Mr. Blevins responded that the location of this is outlined in the Town's Code/Charter, and to move it properly the Council would need to petition the Virginia General Assembly. Mayor Lamb thanked Gregor's Tree Service for hanging the Holston High School Senior Sports light post banners, which was approved via Council Poll. Mayor Lamb also thanked Robbie Kemmerlin for installing the Town's new bike racks and park benches as a volunteer project.

Ms. Coleman stated that there is a school in the region that may close it's pool operations in the near future, and if so the Town could possibly bid on purchasing their handicap assembly and upgrade ours. Also, the prices for concessions and pool parties at the Town Pool this year will be increased, but the individual entry price will stay the same.

Mr. Jackson stated that he plans to plant wildflowers on the bank in front of the Town Pool, and order signage stating that it is a community pool and open to the public. Also, he has been in

discussions about the possibility of doing a community garden on the Damascus Senior Citizens Center property.

Mr. Kokotek encouraged people in the community to offer directions, local advice, etc. when they see hikers wandering around because first impressions are important.

Mr. McCrady stated that he has contacted VDOT about patching the potholes in S. Shady Ave.; will soon be putting up 'No Parking' signs that have been acquired through VDOT; and encouraged residents to keep their trash hauled off instead of letting it pile up.

Announcements

UPCOMING EVENTS & OTHER ANNOUNCEMENTS:

- * April 12 – 15: Leave No Trace Spotlight
- * April 14 – 20: 2023 Market Study 1 to update the 2015 Market Study
- *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**!*
- Mr. Kokotek made a motion to Recess into Closed Session for items previously identified under Legal Matters. Mr. Jackson 2nd the motion, which passed (6-0).
- Mr. Jackson made a motion to return to Open Session, 2nd by Mr. McCrady. 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. Fields made a motion to advertise for a seasonal part-time employee for the Public Works Department. Mr. Jackson 2nd the motion, which passed (6-0).
- Mr. Jackson made a motion to adjourn, 2nd by Mr. McCrady. The motion passed (6-0).