

DAMASCUS TOWN COUNCIL
Minutes for February 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 January 9, 2023, Regular Called Council Meeting Minutes.

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

Mayor Lamb asked for approval of the January 18, 2023, Continuation of the January 9th Regular Called Council Meeting Minutes.

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

Mayor Lamb asked for approval of the agenda.

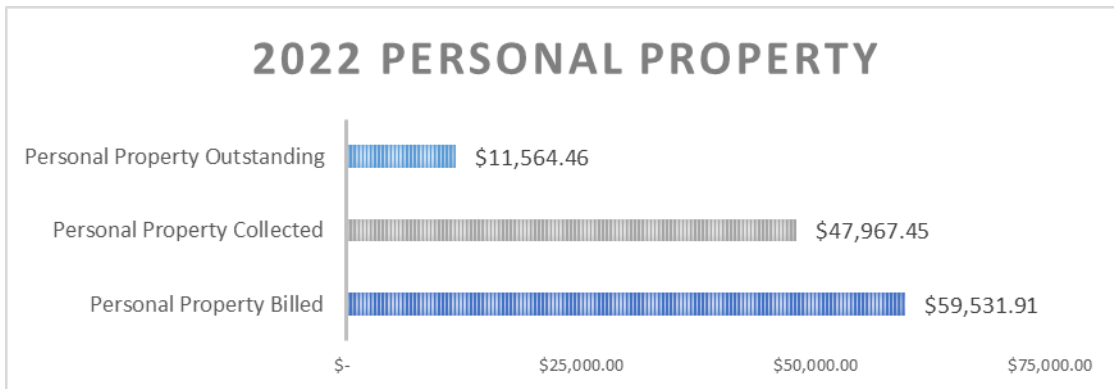
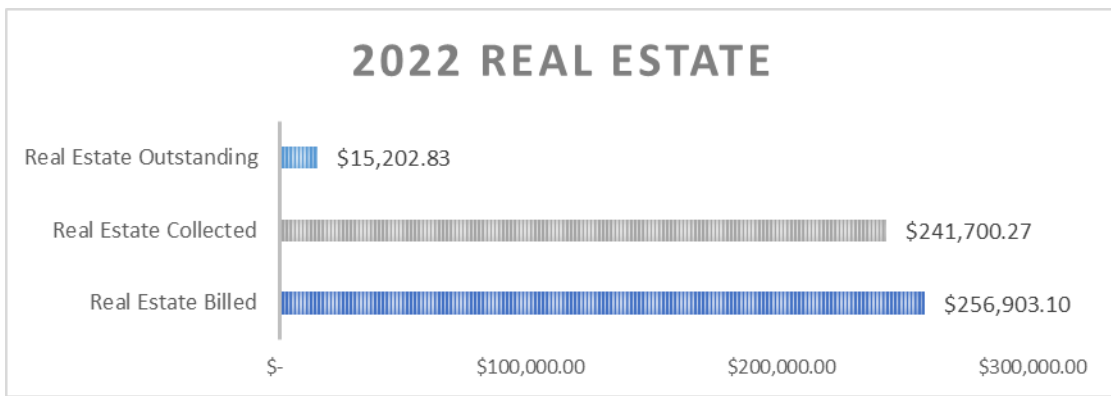
- Ms. Coleman made a motion to approve the agenda as presented. Mr. Fields 2nd the motion, which passed (6-0).

Committee Reports

Budget, Finance, and Administration:

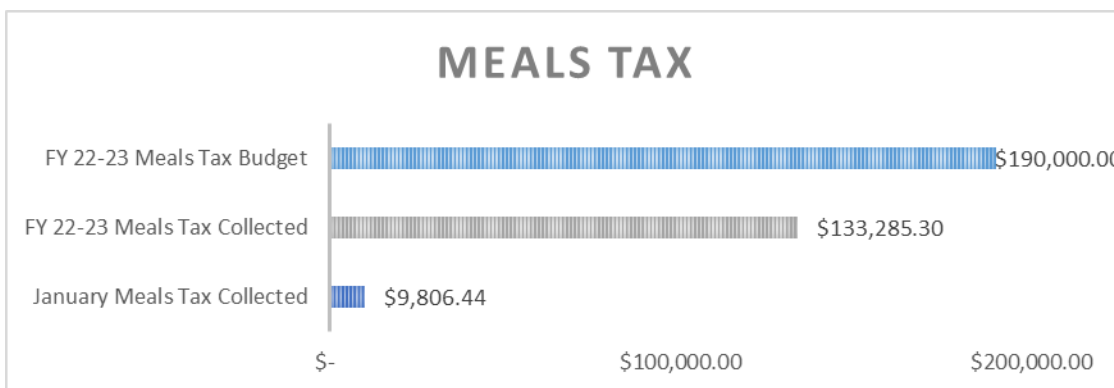
Town Treasurer, Elena Smith, submitted the following report for the previous month, which was presented by Mr. McCrady:

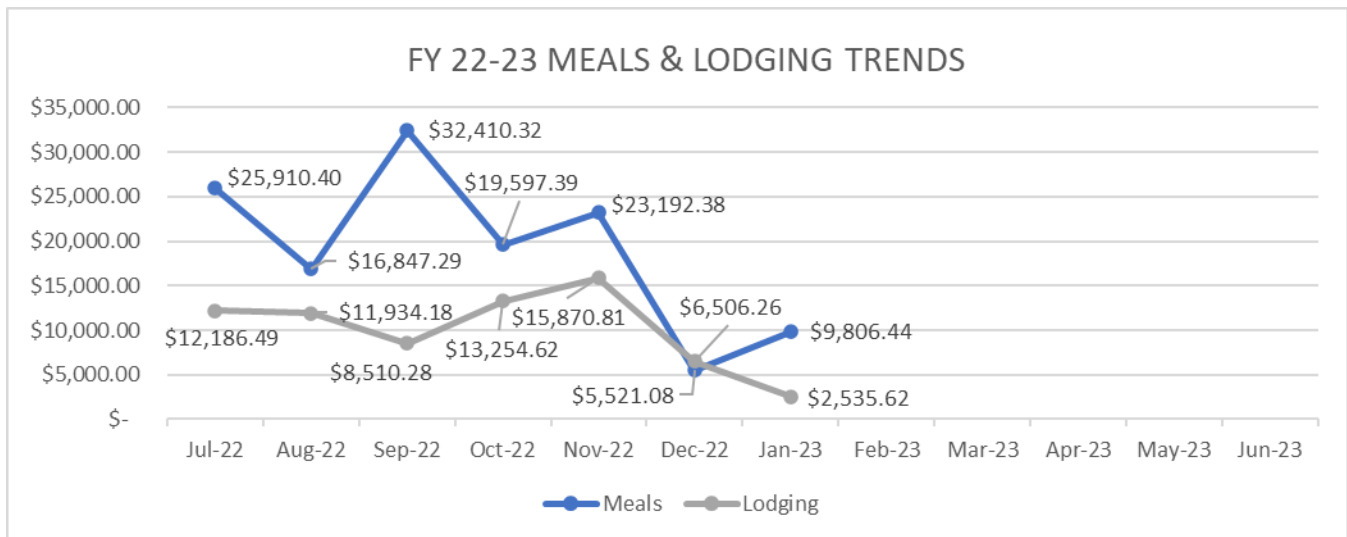
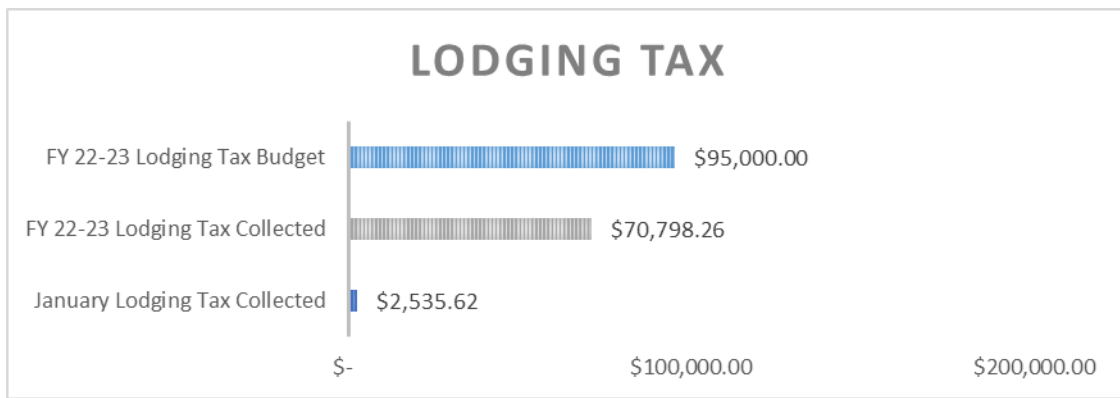
***Real Estate & Personal Property Taxes:** The collection rate for 2022 Real Estate taxes is at 94.08% and the collection rate for 2022 Personal Property is at 80.57%. Due to a discrepancy during the conversion from CitiPak to FMS, there may be up to a 1% difference in the Real Estate and Personal Property tax information this report. Per Southern Software, this error will be corrected as soon as possible. Please contact the Treasurer with any questions.*



Town of Damascus Virginia Investment Pool (VIP)	Account Balance	FYTD Income
VIP Stable NAV Liquidity Pool	\$931,689.34	\$15,983.05
Subaccounts		
RESERVE FUND	\$55,037.57	\$1,024.20
EARMARK POLICE VEHICLE	\$15,573.57	\$289.82
SEWER FUND CD	\$26,754.57	\$497.95
ANTHEM RECOVERY	\$44,715.06	\$832.15
ADDITIONAL WORKING CAPITAL	\$1,750.07	\$32.63
TRAIL DAYS RESERVE	\$7,587.43	\$141.20
TOD ARPA 2021	\$780,271.07	\$13,165.10

Meals & Lodging Tax: We collected \$9,806.44 in Meals Tax and \$2,535.62 in Lodging Tax during January, reflecting sales for December.





Announcements:

- *Budget Requests are due by February 15th.*
- *Budget Workshops are every Thursday from 3-5pm beginning February 16th.*
- *Business License renewals are due by March 31st.*
- *Recommend closing Town Hall to the public on Friday, May 19th, the Friday of Trail Days, and placing signs on the front door directing people to the Town tent in the Town Park.*
- *Recommend rescheduling Town Council meetings for July and September of 2023 due to the first Mondays conflicting with holidays during these months.*
- *Ms. Coleman made a motion to reschedule the July meeting to the 10th, and the September meeting to the 11th. Mr. Kokotek 2nd the motion, which passed (6-0).*
- *The Washington County News has been discontinued as of January 11th, 2023. The legal ads started around \$125 and went up to around \$220 over time. We placed one ad with the Bristol Herald Courier and it was over \$600 (see attached sheet). The Tomahawk has the*

same distribution in Damascus as the Washington County News and has agreed to publish legal ads for less than \$125. One year home delivery subscription is \$47 and can be purchased at www.thetomahawk.com.

Payment Service Network (PSN)

- With the conversion to FMS, the Town of Damascus is now eligible to utilize PSN. This would function similar to the Washington County system where residents can look up their accounts online.
- Additionally, this will provide our residents with the option to pay with a card over the phone. Neither of these are options with VPS (Value Payment Systems), our current online payment system.
- PSN requires a \$200 monthly fee, to be paid by the Town of Damascus. Currently the fee for online payment is 2.5% with a minimum of \$3.95 with VPS, which is paid by the taxpayer. With PSN, this fee is increased to 3.5% with a minimum of \$3.95, paid by the taxpayer.
- For individuals with multiple tax tickets, which is the majority of our taxpayers, they will be able to link their accounts and make a single payment. PSN takes approximately 3-4 months to implement and should be integrated by the beginning of FY23-24, if approved.
- At present, our options for receiving tax payments are antiquated. PSN would provide convenience, efficiency and modernization for our taxpayers.
- Please see included pricing proposal.

- **The Treasurer requests that the Mayor and Town Council vote to approve PSN for the Town of Damascus.**

- Mr. McCrady made a motion to approve the purchase of Payment Service Network, as requested. Ms. Coleman 2nd the motion, which passed (6-0).

Streets, Lights and Maintenance:

Mr. McCrady reported the department has been going over equipment and vehicles to see what maintenance needs to be done to them; the backhoe needs to be replaced; the Exmark mower is dead; and we need to hire more help, at least a part-time person to help out.

Parks and Recreation:

Ms. Coleman reported that Bart Long & Associates Realty and Auction LLC would like to be the main/title sponsor of the Damascus Farmers Market this year. If the Council approves, this will be the first year the market has received sponsorships.

- Mr. Kokotek made a motion to approve the 2023 Farmers Market season sponsorship by Bart Long & Associates. Mr. Jackson 2nd the motion, which passed (6-0).

Ms. Coleman stated we need to set a date for this year's Christmas parade, and recommended Friday, Dec. 1st at 7pm.

- Mr. McCrady made a motion to schedule the 2023 Damascus Christmas parade for Friday, December 1st, at 7pm, as recommended. Mr. Jackson 2nd the motion, which passed (6-0).

Ms. Coleman announced the Best of the Blue Ridge awards from Blue Ridge Outdoors magazine - Appalachian Trail Days Festival won Best Family Friendly Festival, Virginia Creeper Trail won Best Biking Trail, Virginia Creeper Trail Conservancy won Best Environmental Organization, and Adventure Damascus & Sundog Outfitters won runner-up to Best Bike Shop.

Mr. Jackson reported there is a Zip Code Survey / market study scheduled to begin April 14th. It will be done with the same planner and survey tool as the 2014 study was, and will be funded by a 2022 Virginia Tourism Corporation Destination Marketing Organization grant.

- Ms. Coleman made a motion to approve the agreement for a Zip Code Market Study and Planning Services with Arnett Muldrow & Associates. Mr. Kokotek 2nd the motion, which passed (6-0).

Mr. Jackson said that gateway signage is in the works for two sites along Rt. 58, for the East and West sides of Town, and a contractor has been secured for the project. There is only enough money in this grant project to fund two 'Welcome to Damascus' signs at this time. Mayor Lamb had a photo that gave an idea of what the signage will look like.

Ms. Coleman and Mr. Jackson met with the pool co-managers again to discuss preparations for the upcoming swim season. They plan to open on schedule this year, with increased signage and banners letting people know about our public pool. Also, to try to cover some of the repairs needed, Ms. Coleman submitted an additional sizeable budget request to Washington County, as suggested by Mike Rush.

Ms. Coleman also reported that the Virginia Creeper Trail Community has been chosen as a 2023 Leave No Trace Spotlight and will host 3 days of events and educational programs with two Leave No Trace traveling trainers, April 12-15 at the Damascus Trail Center.

Planning Commission:

Nothing at this time.

Police and Fire Advisory:

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

Operations: January 2023, Damascus Officers had 133 calls for service. We have taken 9 investigative reports and made 3 arrests. We had 0 reportable accidents. Arrest are as follows: 2 Larcenies and 1 Warrant Service.

Traffic Enforcement Activities: We issued 31 citations along with 26 warnings. I have attached a copy of the monthly report for our activities.

Speeding complaint areas include: Douglas Dr. & Damascus Dr.

Special Report: I would like to report that the Axon 3 Body Cameras have been ordered, and they are in. We are still waiting on the mounting brackets for our vest to be able to wear them. I have our training scheduled for February 21, 2023, for the Body Camera system and should be active after that.

Special Notes: Officer Price has completed his Field Training and he is on his rotation now. Lt. Wagner vest has come in but was the wrong size, we had to send it back to be corrected.

Police Vehicles: Nothing new currently.

Auxiliary: We are on schedule with our Auxiliary Officer's training and should be complete by March 2023.

* Mr. Kokotek congratulated Officer Price and Lt. Wagner for their recent achievements.

Damascus Volunteer Fire Department

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

Damascus Fire Department

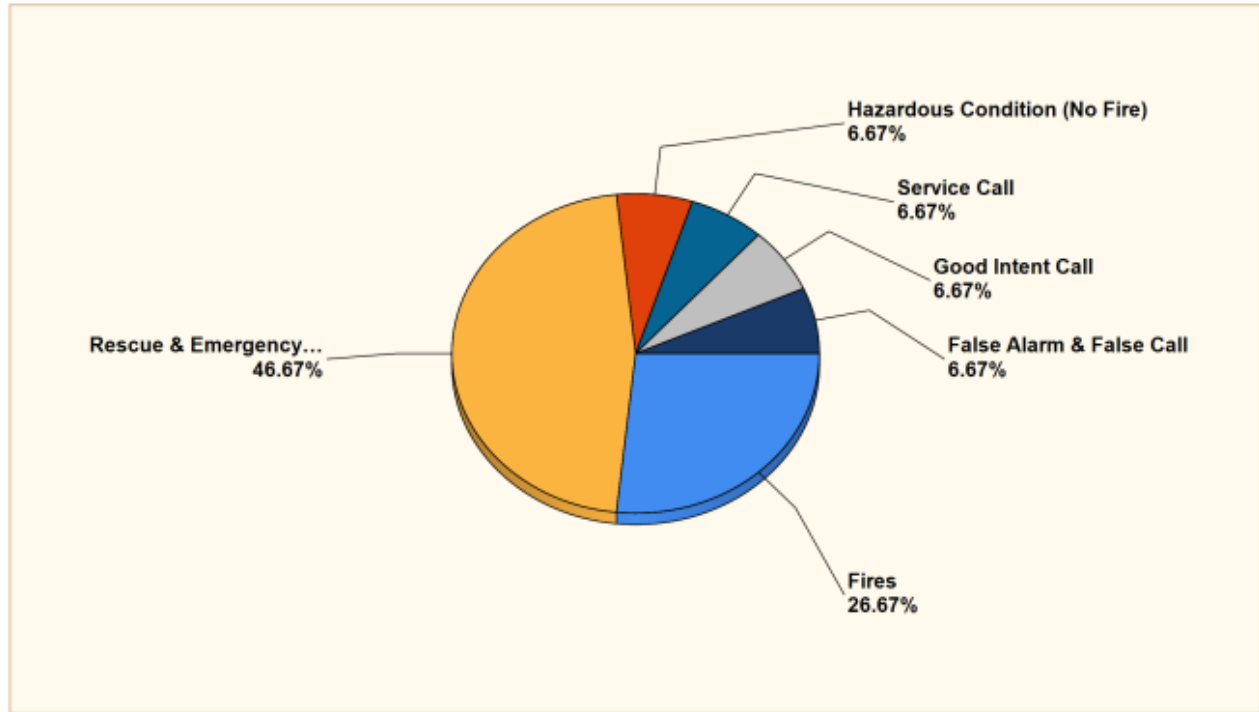


Damascus, VA

This report was generated on 2/2/2023 8:32:47 PM

Breakdown by Major Incident Types for Date Range

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

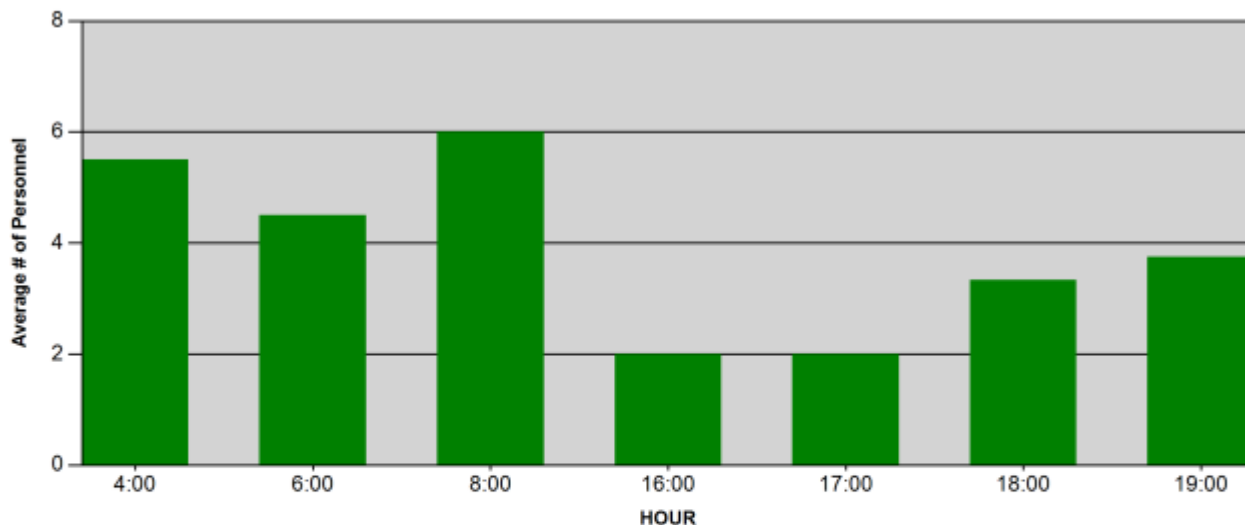


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	26.67%
Rescue & Emergency Medical Service	7	46.67%
Hazardous Condition (No Fire)	1	6.67%
Service Call	1	6.67%
Good Intent Call	1	6.67%
False Alarm & False Call	1	6.67%
TOTAL	15	100%

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
112 - Fires in structure other than in a building	1	6.67%
137 - Camper or recreational vehicle (RV) fire	1	6.67%
150 - Outside rubbish fire, other	2	13.33%
311 - Medical assist, assist EMS crew	1	6.67%
320 - Emergency medical service, other	1	6.67%
324 - Motor vehicle accident with no injuries.	5	33.33%
444 - Power line down	1	6.67%
551 - Assist police or other governmental agency	1	6.67%
651 - Smoke scare, odor of smoke	1	6.67%
700 - False alarm or false call, other	1	6.67%
TOTAL INCIDENTS:	15	100%

Average Number of Responding Personnel per Hour for Date Range

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



Hour	Avg. # Personnel
04:00 - 04:59	5.50
06:00 - 06:59	4.50
08:00 - 08:59	6.00
16:00 - 16:59	2.00
17:00 - 17:59	2.00
18:00 - 18:59	3.33
19:00 - 19:59	3.75

Response Percentage per Station per Personnel for Incident Types for Personnel

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

Personnel	Calls Attended	% of Calls for Selected Incident Types
Station: Station 1400		
Barr, Derek	1	6.7%
Berry, Austin	1	6.7%
Campbell, Dalton	6	40.0%
Campbell, Wendy	2	13.3%
Fletcher, James R	1	6.7%
Hand, Devon J	1	6.7%
Hicks, Noah	2	13.3%
Johnson, Michael	14	93.3%
Jones, Andrew	5	33.3%
Jones, Dave	5	33.3%
Justice, Jason	3	20.0%
Minton, Jared	3	20.0%
Norris, Ralph	1	6.7%
Phipps, Michael	6	40.0%
Reid, Michael D	2	13.3%
Richey, Jordan	9	60.0%
Turner, Kermit	13	86.7%
Turner, Walter B	8	53.3%
Widener, Alex	7	46.7%
Widener, Anthony	1	6.7%
Wingler, David	1	6.7%
Total Incidents for Station Station 1400	15	

Total Incidents for all Stations

15

Incident Statistics

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

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		7	
FIRE		8	
TOTAL		15	
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 Received		4	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
0		0	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1400	0:15:59	0:18:39	
AVERAGE FOR ALL CALLS		0:17:08	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1400	0:06:49	0:06:21	
AVERAGE FOR ALL CALLS		0:07:04	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Damascus Fire Department		71:36	

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

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

PERSONNEL	TIME SPENT ON INCIDENTS (Hours:Minutes Dispatched to Cleared Scene)
Campbell, Dalton	12:43
Campbell, Wendy	9:11
Johnson, Michael	19:12
Jones, Andrew	1:29
Jones, Dave	9:56
Justice, Jason	
Minton, Jared	0:39
Phipps, Michael	11:43
Richey, Jordan	0:53
Turner, Kermit	18:10
Turner, Walter B	15:16
Widener, Alex	13:31
Total:	112:44

Mayor Lamb thanked the Police Department and Fire Department for all they do.

Special Committees

Nothing at this time.

Citizens Comments

1. Janet Gibbons, 130 Backer Lane, asked if the Council has made any progress on making alleys one-way and putting up 'no parking' signs, as discussed at the January meeting. Also, she inquired if there are plans to restart the sidewalk brick project.
2. Maggi Hand voiced her support for Public Works employee Bill Davis; as well as suggested hanging a banner to announce the 'Best of the Blue Ridge' awards Ms. Coleman reported on.

Manager's Report

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

Downtown + Laurel Creek Park & Trail

- o *New trash cans were installed, and replacement door has been delivered and reviewed for installation.*

TRRC – Trail Center

- o *I've been following up with suppliers for remaining materials ordered.*
- o *I'm preparing to close out the TRRC grant.*

Scattered Site Housing Rehab Project

- o *Demolition of three blighted structures completed.*
- o *Contracts executed for substantial reconstruction of two houses, and excavation for the foundations has begun.*
- o *We are working on one more demolition, one relocation, one more substantial reconstruction, and two rehabilitations.*

Creeper Trail

- o *We are still working on permits and bid documents prior to release of request for bids, but the engineers are also looking at low impact replacement options.*

Miscellaneous

- o *Coordination for bank stabilization on Beaverdam Creek is on hold until the project manager position is filled.*
- o *We will be receiving \$60,000 from Washington County through an allocation from Virginia Tourism Corporation to complete Phase 3 of Beaver Dam Creek Trail and potentially update the trails in the Town Park (depending on final costs) – still working on getting the funds and a contract.*

- *New gateway sign permitting, design and procurement is currently underway, pending VDOT approvals.*
 - *I'm currently 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 in the March meeting.*
 - *I'm working with VDOT to get documents ready for March meeting to cooperate on VDOT jurisdiction along highways.*
 - *I'll hopefully have documents ready for approval and adopted at the March or April meeting to join the regional cigarette tax board.*
 - *I've spent significant time this month on staff management and IT services.*
- * Mr. Blevins presented the following proposal for Information Technology services from Wize Solutions as a third-party company to administer the Town's IT needs:

IT Service Agreement

This IT Services Agreement is made effective as of , 2023, by and between The Town of Damascus, VA ("The Town") of 208 W Laurel Ave., Damascus, Virginia 24236, and Wize Solutions LLC ("Wize Solutions") of 851 French Moore Jr. Blvd, Abingdon, Virginia 24210.

Whereas Service Recipient is the owner/lessor/licensee of a certain Computer System (hereinafter defined) for which Service Recipient desires Service Provider to perform certain Services (hereinafter defined); and

Whereas Service Provider desires to perform such Services on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

- (a) "Computer System" shall mean the computer hardware and related network equipment including printers, cameras, routers, switches, etc., identified by model and serial numbers, and the computer software listed on Exhibit One, attached hereto and made a part hereof.*
- (b) "Services" shall mean the Operation, Maintenance and Management of the Computer System, specifically defined in Description of Services.*
- (c) "Operation" shall mean the operation of the Computer System, including, but not limited to manipulation and computation of data by the Computer System, the outputting of such manipulated and computed data by the Computer System, and communication between elements of the Computer System.*
- (d) "Maintenance" shall mean remedial maintenance and preventive maintenance of the Computer System.*
- (e) "Management" shall mean the scheduling of the use of the Computer System, procurement of supplies and spare parts therefor, and recommendation of changes and additions thereto.*

DESCRIPTION OF SERVICES. Beginning on the effective date of this agreement, Wize Solutions will provide to The Town the following services (collectively, the "Services"):

- *Installation, configuration, and maintenance of Windows laptops and desktops for up to 15 employees of the Town of Damascus*
- *Installation, configuration, and maintenance of security cameras*
- *Installation, configuration, and maintenance of printers, monitors and other peripherals*
- *Management of users and licenses through Microsoft 365*

- *Installation, configuration, and maintenance of networking hardware (switches, WAPs, etc)*

Services will be performed during business hours only (8am - 5pm M-F). Expected workload is 4-5 hours per week. It is expected that most of the work can be performed remotely; however, Service Provider staff may be required to be on-site up to two (2) times per month to perform certain maintenance, repair, or installation services.

Additionally it is agreed that:

(a) During the term hereof, Service Provider shall perform Services using Service Providers employees who are skilled in the Operation and Maintenance of the Computer System.

(b) The Computer System shall be available for Operation, during the term hereof, during the hours of 8am ET through 5pm ET, Monday through Friday, excluding legal holidays recognized in the city where Service Recipient company is located.

(c) The preventive maintenance and, whenever possible, the remedial maintenance portions of the Maintenance shall be performed during the times that the Computer System is not scheduled for Operation. To the extent any Maintenance is required to be performed during the times that the Computer System is scheduled for Operation, Service Provider shall provide, advance notice and will schedule such maintenance during a day/time that is approved by Service Recipient.

(d) In the event that performance of Services requires procurement of supplies and spare parts, Service Provider will bill Service Recipient for such supplies and parts at Service Provider's cost.

(e) During the term hereof Service Recipient shall provide Service Provider with sufficient workspace to perform Services for any work that is requested to be performed at Service Recipient's location. Service Provider will provide its employees with sufficient workspace to provide those Services that can be performed remotely.

(f) At the request of Service Recipient, Service Provider will provide a report listing the tasks performed during the most recent service month along with number of hours worked on each task.

PAYMENT. Payment shall be made to Wize Solutions LLC, Abingdon, Virginia 24210. The Town agrees to pay in installment payments of \$1,350.00 per month to be billed on the 1st day of each month in advance of services provided that month. This amount covers up to 20 hours of work (including travel time between Service Provider's and Service Recipient's respective business locations) during a single month.

Service Provider will notify Service Recipient in writing prior to performing any work that exceeds 20 hours ("Excess Hours") in a given month and will require that Service Recipient provide written approval prior to working such Excess Hours. If approved, Excess Hours will be billed at a rate of \$85/hour.

In addition to any other right or remedy provided by law, if The Town fails to pay for the Services when due, Wize Solutions has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

Services will be invoiced on the first of the month in advance. Payment due 15 days from invoice date.

TERM. The initial term of this Agreement is for one (1) year. The term may be extended by the mutual written agreement of both parties. This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

In the event of any termination/cancellation of this Agreement, Service Provider may:

(1) Declare all amounts owed to it hereunder to be immediately due and payable;

(2) Enter Service Recipient's premises and repossess all supplies, spare parts and other items supplied by Service Provider hereunder for which payment has not been received by Service Provider; and

(3) Cease performance of all Services hereunder without liability to Service Recipient.

The foregoing rights and remedies of each party hereto shall be in addition to all other rights and remedies available to them in law and in equity.

CONFIDENTIALITY. Wize Solutions, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Wize Solutions, or divulge, disclose, or communicate in any manner, any information that is proprietary to The Town. Wize Solutions and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Wize Solutions will return to The Town all records, notes, documentation and other items that were used, created, or controlled by Wize Solutions during the term of this Agreement.

WARRANTY. Wize Solutions shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Wize Solutions's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Wize Solutions on similar projects.

Service Provider warrants that the Services shall be of good quality and workmanship and in accordance with acceptable procedures for the Computer System, and that the Computer system will meet the specifications therefor.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DOES NOT WARRANT THE SERVICES PERFORMED HEREUNDER OR THE ACCURACY OR CORRECTNESS OF THE RESULTS OF THE SERVICES, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) TITLE; 8) MARKETABILITY; 9) PROFITABILITY; 10) SUITABILITY; AND/OR 11) ANY TYPE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.*
- b. The insolvency or bankruptcy of either party.*
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.*
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.*

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail

the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health

crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Virginia.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SIGNATURES. This Agreement shall be signed on behalf of The Town of Damascus, VA by Gavin Blevins, Town Manager, and on behalf of Wize Solutions LLC by Mark Eschle, Vice President of Operations.

- Mr. Jackson made a motion to adopt the proposed Information Technology Service Agreement with Wize Solutions LLC, as proposed. Ms. Coleman 2nd the motion, which passed (6-0).

Legal Matters

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

Old Business

- Veterans Memorial Committee Property Use Request:

Roger Farmer, on behalf of the Veterans Memorial Committee, reiterated that the property adjacent to the memorial park, over to the river, is maintained by the committee and they would like to incorporate that area into the scope of their memorial park by incorporating an additional structure honoring those who have served and died. There are donors looking to contribute, and the committee needs approval to use the space before they can move forward with securing those donations. Once that is obtained then the committee can get a design together based on the funding available.

Mr. Blevins stated that there are multiple factors to consider because the property has covenants and deed restrictions that came with it when the Park was partially gifted to the Town by the Roy Wright family, but also as part of a TVA/FEMA joint effort to relocate structures out of the floodplain and the floodway. The current National Flood Insurance Program maps show that property in the floodway and we are bound by that program until those maps change, so we have to do our due diligence with respect to that. Anything the Town Council gives permission to be installed in the Park or on Town owned property will still be required to have an approved zoning permit application and permits for construction.

The Mayor and Council asked Mr. Farmer to return at the March Council meeting with a visual aid for them to be able to make a ruling on.

New Business

1. Proposed 'Between the Trails Music & Culture Festival', October 13-15, 2023:
Kody Reed, who is the coordinator of this event, has submitted a Land Use Application for reserving the Town Park, along with the following details for the proposed three day event in October.
Mr. Reed was not able to attend the meeting, so Holly Morrow and Sheena Blevins were present to go over event details and answer questions from the Council.

Our mission is to curate a three-day annual event that highlights, celebrates and promotes the magic of the Southwest Virginia region, specifically the Town of Damascus, and its natural resources (incorporating the Virginia Creeper Trail, Laurel Creek, Beaverdam Creek, Damascus Main Street, etc.), music and rich culture, while creating a safe and family friendly experience that will leave an indelible impact on patrons and the region. We strive to promote sustainability and earth-friendly practices to our patrons while providing them with ample opportunities to learn and interact with the region's resources (fly fishing seminars, local history symposiums, classes regarding local flora and fauna, Feeding SWVA Rubber Ducky Race Fundraiser, river walks, environment sustainability, etc.). Our number-one goal is the comfort and safety of our patrons, and we take great pride in curating family friendly events that strengthen the bond of community, and in turn become an annual economic-impact driver.

It is our hope to host roughly 500 to 1,500 patrons at the event, showcasing numerous local food trucks, vendors, artisans and musicians.

A main component in creating a memorable and successful patron experience, and a point of pride at our events, is the focus on safety and sanitation. To that aim, we ensure the event will have adequate and ADA-accessible sanitation facilities (we operate under the industry standard of 80:1, if not better) as well as a dedicated "green team" (specific team of volunteers and staff who are tasked to clean the property of any trash, debris or hazards throughout the event, as well as engage in and promote recycling) as well as to maintain the beauty of the surrounding natural resources we hold dear.

We also provide our patrons with a fully staffed First Aid/medical tent with two RNs always present for any minor First Aid needs, a full nursing staff onsite (eight RNs that take shifts throughout the weekend, including overnight shifts in camping areas), as well as security onsite throughout the duration of the event.

A plan for proper ingress and egress has been established and can be advised or reviewed as needed. An Emergency Action Plan (attached) has been created and will be provided to all volunteers and staff. To boot, relevant signage is to be prominently posted throughout the site.

We strive to be good neighbors to those around us and ensure that our events are seen as a welcome addition to any community. We will schedule our event with the respect of neighbors and will adhere to all local ordinances. No music shall be played for more than eight hours or played in a fashion deemed audibly a nuisance beyond the bounds of the property. We will also have decibel meters to closely monitor sound levels.

We will, and are in the process of, acquiring the health department permit, certificate of insurance, and all other relevant documentation, and will provide it to you as received. Also, it is our hope that the event will be able to utilize 'Tent City' as a primitive camping area for our patrons. We acknowledge that additional approval from Washington County Parks and Recreation Department is required, and we will request approval for use from all relevant parties. We feel that the use of 'Tent City' for patrons will allow them to remain in the area throughout the weekend, continue to enjoy the Town of Damascus, patronize its many incredible small businesses and enjoy its incredible natural resources. This use will enable us to work toward another one of our top goals to become an annual, reliable economic-development engine for the Town of Damascus.

We graciously look forward to building an event that the Town of Damascus and its citizens can be proud of and build upon; together we can grow and flourish.

- Ms. Coleman made a motion to approve the Land Use Permit Application for use of the Town Park on October 13-15, 2023, for the "Between the Trails Music and Culture Festival", contingent upon an approved contractual agreement between the event organizer and the Town of Damascus, relieving the Town from all liability, as well as approval by the County for use of the Beaverdam Creek Park for those dates (for the camping option). Mr. Jackson 2nd the motion, which passed (6-0).
2. Mr. McCrady, on behalf of a resident, presented a petition with eleven signatures that said the following:
- "We, the undersigned, request that the entry that is being used as access from South Railroad Avenue to Douglas Drive be closed. Individuals are using this entry regularly and the traffic is causing a safety and noise issue for residents. The street is a dead end – not a thru-way."

Mr. McCrady stated that it is his understanding that the particular access being referenced was never approved by the Town, and these citizens are requesting the Town initiate a stop order on this illegal entry.

Mr. Blevins commented that from a planning perspective, we are looking at a residential street and in this case an illegal entrance has been created for a commercial business coming out on a residential street, and that does create additional traffic. As a locality, we have to be careful of what we encourage and allow for residential versus commercial uses, and it is, as a principal, not okay for the burden of a commercial property to become the burden of the citizens as a whole.

After discussion, Mr. McCrady asked if the Council would like to have a public hearing on the matter.

Mr. Blevins responded that due to advertising requirements, if a public hearing is to be scheduled, it would have to be in March at the earliest.

Mr. McCrady commented that this would be going above and beyond in order to give everybody a chance to voice their opinion on the matter, because the Council could take corrective action on the matter immediately and without a public hearing at all.

The Mayor and Council agreed on Wednesday, March 15th, at 6pm, to schedule a public hearing.

Consent Agenda

- Mr. McCrady made a motion to pay the bills for invoices exceeding \$2,500, 2nd by Mr. Jackson. 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 reminded the Council of Rheda Dolinger's additional committee proposal the month before, as well as her willingness to volunteer and serve on committees, because she could be helpful to our Town. She also stated that we really need to address and start looking into and working with the Washington County Coalition, who needs more volunteers, about the drug problems that we have in the area, and that she feels very strongly that we need to get on top of this problem and spread awareness.

Mr. Kokotek said he has seen an uptick in crime and drug use over near Trestle 17, which are problems we need to get ahead of and not carry them into the upcoming tourist season. Also, continued prayers and support for the Trivett family.

Mr. McCrady said that he would like the Town Council to have an official letter written to the Sheriff's Office for litter enforcement from Damascus out to the dump; there are several junk and

deserted cars around town that the Code Enforcement Officer needs to check on; and VDOT will be getting us some 'No Parking' signs for Bank Street.

Announcements

UPCOMING EVENTS & OTHER ANNOUNCEMENTS:

- * February 20th – Town Hall will be CLOSED in Observance of George Washington Day
 - *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).
- Ms. Coleman made a motion to return to Open Session, 2nd by Mr. Jackson. 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. McCrady made a motion to authorize the Town Manager to terminate immediately the employment services of a Public Works employee, and inform the terminated employee that the replacement cost of non-returned uniforms will be withheld from the employee's paycheck. Ms. Coleman 2nd the motion, which passed (6-0).
- Mr. Jackson made a motion to adjourn, 2nd by Mr. McCrady. The motion passed (6-0).

Katie Lamb, Mayor

Tuesday Pope, Clerk