

DAMASCUS TOWN COUNCIL
Minutes for February 5, 2024
7:00pm Regular Called Council Meeting

Council Members Present: Susan Coleman, Tom Hayes, Beaty Jackson, Charles Fields, Robert Kemmerlin

Absent: Jack McCrady

Also Present:

Katie Lamb, Mayor	Tuesday Pope, Town Clerk
Gavin Blevins, Town Manager	Kermit Turner, Police Chief
Shawna Cook, Town Treasurer	Lucy Phillips, Town 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 2, 2024, Regular Called Council Meeting Minutes as presented.

- Mr. Jackson made a motion to approve the Minutes, as presented. Mr. Kemmerlin 2nd the motion, which passed (3-0-1, with Mr. Hayes abstaining).

Mayor Lamb asked for approval of the agenda, as presented.

- Ms. Coleman made a motion to approve the agenda. Mr. Jackson 2nd the motion, which passed (4-0).

(Mr. Fields arrived.)

Committee Reports

Budget, Finance, and Administration:

Town Treasurer, Shawna Cook, submitted the following report for the previous month:

Real Estate & Personal Property Taxes: *No collection rate reports were available from Accufund at the time this Treasurer's report was written. A request has been pending for this information.*

Meals & Lodging Tax: *\$10,106.77 in Meal Taxes and \$6,801.98 in Lodging Taxes were collected for January 2024.*

Town of Damascus Virginia Investment Pool (VIP)	Account Balance	FYTD Income	Inception Date
RESERVE FUND	\$58,004.51	\$1,838.86	08/11/2017

EARMARK POLICE VEHICLE	\$19,455.19	\$586.94	04/04/2018
SEWER FUND CD	\$28,196.81	\$893.86	11/26/2018
ANTHEM RECOVERY	\$47,125.58	\$1,494.04	12/21/2018
ADDITIONAL WORKING CAPITAL	\$1,844.39	\$58.48	08/08/2019
TRAIL DAYS RESERVE	\$7,996.43	\$253.46	05/14/2020
TOD ARPA 2021	\$626,606.30	\$20,979.61	06/29/2021
VIP Stable NAV Liquidity Pool	\$789,229.21	\$26,105.25	

Due to software issues, the complete report for all account balances shown below will be available at a later date. The numbers shown are not yet reconciled and are from our online banking.

Bank	Balance
Bank of Damascus General Fund	\$412,530.26
BOM CDBG ARC Downtown	\$478.70
BOM CDBG Program Income	\$13,548.82
Truist General Fund	\$2,255.55
ARPA Fund Checking	\$1,787.50
Total	\$430,600.83

Announcements:

- * *2023 second half real estate and personal property bills were mailed out January 4, 2024, according to our printing company. The due date is February 9, 2024.*
- * *In the past, it appears data received by the Town already included vehicle license exemption for volunteers, qualifying military veterans and surviving spouses of qualifying military veterans. This exemption exists in ordinance 2021-04 for Washington County. I have not found this in the Town ordinance. I am requesting the Council consider waiving the fee for these individuals on their existing tax tickets, since this was how it was done in the past. For taxpayers who have already paid, I am requesting the Council please consider allowing a refund or credit to those affected.*
- Ms. Coleman made a motion to waive the fee for volunteers, qualifying military veterans and surviving spouses of qualifying military veterans on their existing tax tickets; and allow a refund or credit to those affected who have already paid, as requested. Mr. Fields 2nd the motion, which passed (5-0).

I am also requesting that the Council consider adopting an ordinance regarding exemption of license fees for certain individuals, pending advice from legal counsel. I am requesting

the same for the abatement of personal property tax for one vehicle for any qualifying military veteran under the Virginia Constitution, Article X, section 6.

- Ms. Coleman made a motion for Council to consider adopting an ordinance regarding exemption of license fees for certain individuals, pending advice from legal counsel, and the same for the abatement of personal property tax for one vehicle for any qualifying military veteran under the Virginia Constitution, Article X, section 6, as requested. Mr. Kemmerlin 2nd the motion, which passed (5-0).
- * *TACS (Taxing Authority Consulting Services PC) has updated their legal service agreement. I am requesting that the Council please review the document and consider approval.*

LEGAL SERVICES AGREEMENT

Delinquent Tax Collection

This AGREEMENT is made and entered into by and between TAXING AUTHORITY CONSULTING SERVICES, PC (hereinafter "TACS"), and TOWN OF DAMASCUS (hereinafter "LOCALITY"), together, the "Parties", pursuant to Code of Virginia §§ 58.1-3934 and/or 58.1-3966.

1. SCOPE OF REPRESENTATION

LOCALITY hereby retains TACS to assist with the collection of certain accounts as its attorney and undertaking such work shall constitute an attorney-client relationship. TACS shall have full authority to perform all acts necessary to effect the collection of the accounts (the "Legal Services"), is designated as an official authorized to collect taxes for the locality, and is authorized to receive payments made on the accounts and to endorse LOCALITY'S name on any checks or other negotiable instruments that may be received in payment on the accounts; to arrange for payments under such terms as TACS deems appropriate for any account; to commence a lawsuit on behalf of LOCALITY; and to use all other necessary legal or administrative tools authorized by law for the recovery of the accounts.

2. LOCALITY RESPONSIBILITIES

Upon assignment of the accounts to TACS, LOCALITY will provide TACS with information reasonably necessary for TACS to perform the Legal Services.

LOCALITY represents and warrants to TACS that (a) the account information provided to TACS and the account balances are accurate and complete; (b) LOCALITY has not received notification that any of the account debtors are in bankruptcy and will immediately notify TACS if it receives notification of a bankruptcy filing by any of the account debtors; (c) all add-on charges such as interest, late fees and collection fees are just and owing and authorized by applicable law, by contract or both; (d) LOCALITY will promptly notify TACS of any adjustments or corrections made to the amount due; (e) any previous collection agency/attorney engaged for the collection of the accounts has been instructed to cease and desist contact with the account debtor; (f) the Statute of Limitations on collection of the account has not run; and (g) upon notification by TACS of a dispute or request for verification of information with respect to any account, LOCALITY will promptly furnish TACS such information.

LOCALITY shall provide regular and periodic update files (or data) on an agreed basis to reasonably maintain appropriate account balances with TACS.

LOCALITY shall refer new accounts that are eligible for turnover on no less than an annual basis.

LOCALITY shall report payments made by debtors directly to LOCALITY on a timely basis that the LOCALITY deposits in its bank. These payments will show on a remittance statement to TACS as payments made directly to the LOCALITY and the TACS fee will be charged, collected, and remitted or handled as otherwise agreed. The LOCALITY may also choose to forward any payments received from the debtor to TACS for deposit and posting. LOCALITY understands and agrees that if it takes any payments directly on accounts that have been referred to TACS without TACS's fee, such fee will be invoiced to LOCALITY, unless otherwise agreed.

3. TACS RESPONSIBILITIES

TACS shall perform all responsibilities under this Agreement as LOCALITY's Attorney-in-fact.

TACS shall accept account referrals from the LOCALITY in a mutually acceptable format via file transfer or will provide LOCALITY with a template to be completed with the necessary data fields. TACS shall ensure that its collection system for processing accounts and its reports are compatible with the LOCALITY'S method of account referral and necessary accounting.

TACS will prepare a weekly Remittance Report listing the account name, account number, credits to the accounts (for accounts involving litigation, recovered costs), total amount collected, and TACS fees associated with the collections. TACS shall remit collected funds to LOCALITY on a weekly basis on a slight delay to permit such funds to clear through the banking system. TACS shall deposit all funds collected in an attorney trust account.

TACS will prepare a report quarterly, or on a more frequent basis if otherwise agreed, of the overall collections with details about the litigation status of the parcels. TACS will prepare other such reports as may be reasonably requested by the LOCALITY.

4. FEES FOR SERVICES

The Parties agree that TACS shall be entitled to receive a fee of 20% of any collected account balances, save and except that TACS shall not be paid for collection of account balances achieved through the state set off debt program.

For accounts that proceed to a real estate tax litigation, or through the non-judicial tax sale process, TACS's fee shall be as follows:

- a. A fee of 25% of the collected balances subsequent to filing suit, or where the property is being sold by non-judicial sale;
- b. If appointed as Special Commissioner of Sale, the fee shall be the greater of 25% of all collected account balances due or the statutory fee permitted the Commissioner of Sale.
- c. Properties which are sold at a delinquent tax auction shall be subject to a minimum legal services fee of \$2,500.00 provided funds are available after the payment of all taxes and costs of sale.
- d. Properties which are sold pursuant to Code of Virginia § 58.1-3975 at a non-judicial sale shall be subject to a minimum legal services fee of \$750.00 provided funds are available after the payment of all taxes and costs of sale.
- e. Notwithstanding the foregoing, the LOCALITY may elect not to pursue certain parcels to tax sale on account of the costs involved.
- f. TACS may also be retained to act as the agent of LOCALITY to hold excess funds from non-judicial sales for an additional fee which can be adopted as an Addendum to this Agreement.

5. COSTS OF LITIGATION AND OTHER COLLECTION EFFORTS

LOCALITY understands that certain costs will be incurred in the process of litigation, conducting judicial or non-judicial sales of properties subject to delinquent real estate taxes, and in the performance of other collection efforts made on behalf of the LOCALITY. Anticipated costs include, but are not limited to, title research, appraisals, auction services, surveys, court costs or service fees, publication costs and guardian ad litem fees that are ultimately the responsibility of the LOCALITY to pay.

Such costs shall be accounted for and paid to LOCALITY first prior to any proration of recovered funds. In the event another jurisdiction (for example a COUNTY) is also seeking to collect delinquent taxes in the same action, TACS may opt to bill the full expenses to LOCALITY for ease of administration. In the event the Costs are not fully recovered from redemption or sale (and remitted to LOCALITY), TACS shall bill COUNTY for their pro rata portion of the costs and will return them to the LOCALITY.

LOCALITY acknowledges that TACS may elect to perform any services required in the collection of delinquent accounts, including, but not limited to title research, appraisals and auction services with its own employees or subsidiaries and may be reasonably compensated for such services performed. It is agreed that TACS shall receive payment of any unreimbursed costs incurred resulting from the litigation or collection efforts undertaken for LOCALITY.

6. OTHER TERMS

The Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

LOCALITY acknowledges that TACS may represent other governmental entities and hereby consents to such representation of other governmental entities that may also be seeking payment from the same debtor. If TACS recovers payment from a debtor indebted to two or more client entities, such payment will be divided pro rata between or among the client entities unless otherwise dictated by the debtor.

The Parties acknowledge that other services may be desired and agree that such services may be added to this Agreement when such services are defined. Such new work, prior to being initiated, shall be specified in writing as mutually agreed to between the Parties.

TACS understands and acknowledges that in representing the LOCALITY it will be privy to confidential information concerning taxpayers, their tax obligations, and their property. TACS shall not use any information so provided other than for the purposes of this Legal Services Agreement and shall be bound to keep such information confidential pursuant to the terms of Virginia Code § 58.1-3.

This agreement shall remain in full force and effect until canceled or revoked by either party, upon 30 days written notice. If cancelled, TACS shall be entitled to recovery of any costs expended on LOCALITY's behalf in accordance with this Agreement, as well as reasonable attorney fees to cover its services.

The terms of this Agreement shall constitute the complete and exclusive statement of understanding between the Parties relating to the subject matter of this Agreement.

ADDENDUM TO LEGAL SERVICES AGREEMENT
Delinquent Tax Collection

This AGREEMENT is made and entered into by and between TAXING AUTHORITY CONSULTING SERVICES, PC (hereinafter "TACS"), and TOWN OF DAMASCUS (hereinafter "LOCALITY"), together, the "Parties".

WHEREAS TACS and LOCALITY have entered into an Agreement for the collection of certain debts and the LOCALITY desires TACS to also handle any excess proceeds generated from the non-judicial sale of real property in addition to the other work assigned.

The parties hereby agree that TACS shall furnish such Services under the following terms:

1. TACS shall operate as the agent of the TREASURER to hold any excess proceeds from Non-judicial tax sales pursuant to Code of Virginia §58.1-3975.
 - a. TACS shall hold such funds in an interest-bearing account and shall account for any accrued interest.
 - b. In the event a claim is made to the excess proceeds in any case, TACS shall be responsible to interplead the appropriate funds into the Circuit Court.
 - c. TACS shall monitor the status of any unclaimed funds and shall account for and remit such funds (less the agreed fee) to TREASURER at the conclusion of the two-year holding period.
2. For this service, TACS shall be entitled to a fee that is the greater of \$250 or 10% of any unclaimed excess funds remitted to TREASURER after the two-year holding period. TACS's fee shall not, in any case, exceed 50% of the excess proceeds in any case.

- Ms. Coleman made a motion to approve the service agreement with TACS, as requested. Mr. Jackson 2nd the motion, which passed (4-0-1, with Mr. Fields abstaining).

Streets, Lights and Maintenance:

Mr. Kemmerlin reported that the department has been busy with brush and trash pick-up, etc. Also, Mr. McCrady wants to move forward with negotiations on a little truck and a backhoe for the department.

Parks and Recreation:

Mr. Jackson reminded everyone of the Peddler's / Itinerant Merchant's license requirements for those wishing to set up a booth selling merchandise or a food truck in Town limits (if they do not have an existing business license). This license costs \$250 and covers a 1-year period.

Planning Commission:

For the two expired terms, the Planning Commission recommends the Council appoint Ben Earp and reappoint Mitchel Greer.

- Ms. Coleman made a motion to appoint Ben Earp to the Planning Commission, as recommended. Mr. Kemmerlin 2nd the motion, which passed (3-2, with Mr. Hayes and Mr. Fields opposed).

- Ms. Coleman made a motion to reappoint Mitchel Greer to the Planning Commission, as recommended. Mr. Jackson 2nd the motion, which passed (4-1, with Mr. Fields opposed).

Police and Fire Advisory:

Chief Turner presented the following report for the previous month:

Operations:

January 2024, Damascus Officers had 86 calls for service. We have taken 20 investigative reports and made 10 arrests. We had 3 reportable accidents and had to resubmit one report.

Arrests are as follows: Break & Entering 1, Motor vehicle Theft 1, Warrant Services 8

Traffic Enforcement Activities:

We issued 7 citations along with 12 warnings. The Speeding violations were 25 mph zone 6, 35 mph zone 1.

Speeding complaint areas include:

Damascus Dr. & Douglas Dr

Special Report:

The last council meeting I missed due to the incident of Breaking and Entering into a home here in town. Damascus Officers were able to locate the individual inside the home and upon completion of our investigation the individual was charged and held without bond. We are waiting for the trial date.

Special Notes:

Lt. Wagner and I completed the grant writing class, and we are watching for grant opportunities for the Police Dept. Officer Thurston is doing good and out on his own, at this time and waiting on his ballistic vest.

Police Vehicles: The new vehicle arrived on January 25, 2024, at Sheehy Ford and we are waiting for the PDI Dealership Inspection to be complete. I will be getting an invoice emailed to me once they get the vehicle ready. I will turn that invoice in and have the Clerk write a check so when the vehicle is delivered, we can pay for it. Also, I would like to decommission the 2013 Ford Explorer and get it ready to auction off, as well as start looking for another spare vehicle.

- Ms. Coleman made a motion to authorize the Chief to decommission the 2013 Ford Explorer, as requested, and start looking for another spare vehicle for the department. Mr. Kemmerlin 2nd the motion, which passes (5-0).

Auxiliary: *Nothing new currently.*

Incident Case Status Totals by Offense

Damascus Police Department

(01/01/2024 - 01/31/2024)

Offense:	Active:	Active TOT O/A:	Inactive:	Inactive WOF:	Closed Service:	Closed Except.:	Closed Arrest:	Adult Arrest:	Juvenile Arrest:	Adu./Juv. Arrest:	Unfd.:	Rptd.:	Actual:
18.2-456 - Capias: Attachment of the Body	0	0	0	0	0	0	2	2	0	0	0	2	2
18.2-51 - Malicious Bodily Injury	0	0	0	0	0	0	1	1	0	0	0	1	1
220 - Burglary/Breaking & Entering	0	0	0	0	0	0	1	1	0	0	0	1	1
23C - Shoplifting	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	1	0	0	0	0	0	0	0	0	0	0	1	1
290 - Destruction/Damage/Vandalism of Property	0	0	0	0	0	0	1	1	0	0	0	1	1
35A - Drug/Narcotic Violations	2	0	0	0	0	0	0	1	0	0	0	2	2
90J - Trespass of Real Property	0	0	0	0	0	0	1	1	0	0	0	1	1
90Z - All Other Offenses	0	0	1	0	1	0	7	7	0	0	0	9	9
Totals:	4	0	1	0	1	0	14	15	0	0	0	20	20

Citation Totals by Charge

Damascus Police Department

(01/01/2024 - 01/31/2024)

Charge:	Number of Charges:
46.2-874 - SPEEDING 25 MPH ZONE	6
46.2-875 - SPEEDING 35 MPH ZONE	1
Total:	7

Arrest Race/Sex Totals by Offense

Damascus Police Department

(01/01/2024 - 01/31/2024)

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:
220 - Burglary/Breaking & Entering	1	0	0	0	0	0	0	0	0	1	1	0	1
240 - Motor Vehicle Theft	0	0	0	0	1	0	0	0	0	1	1	0	1
18.2-456 - Capias: Attachment of the Body	1	0	0	0	1	0	0	0	0	2	1	1	2
90Z - All Other Offenses	2	0	0	0	3	1	0	0	0	6	2	4	6
Totals:	4	0	0	0	5	1	0	0	0	10	5	5	10

Accidents Successfully Exported To TRENDS

Damascus Police Department

(01/01/2024 - 01/31/2024)

Submission Date:	Accident Number:	TRENDS Number:	Resubmission?
01/31/2024 - 20:16	24-00004	240315308	No
01/29/2024 - 11:44	24-00002	240295237	No
01/12/2024 - 10:45	23-00012	233325316	Yes
01/02/2024 - 11:51	24-00001	240025219	No
01/02/2024 - 11:51	23-00012	233325316	Yes

Total Successful Exports: 5

Total Accidents Successfully Exported: 4

Damascus Volunteer Fire Department

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

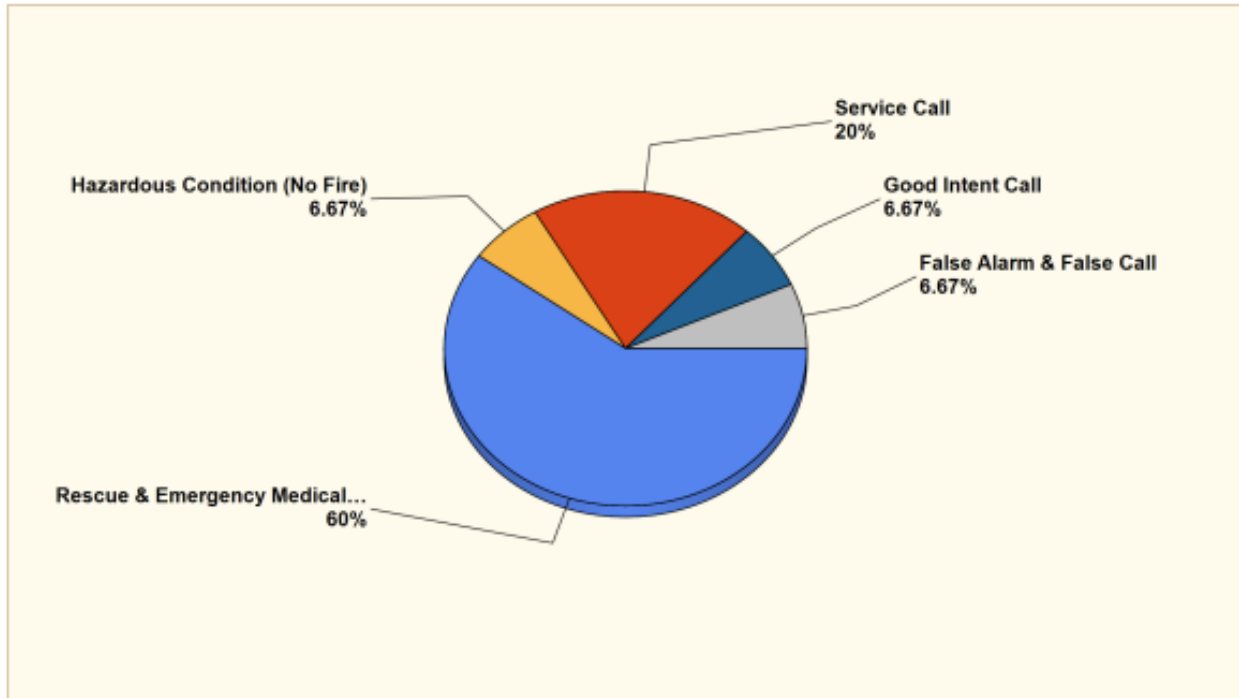
Damascus Fire Department

Damascus, VA

This report was generated on 2/1/2024 5:07:48 PM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2024 | End Date: 01/31/2024



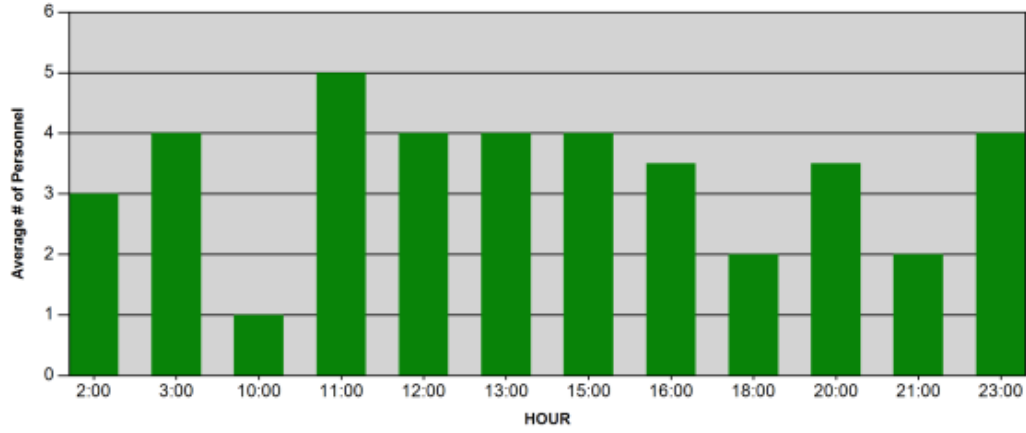
MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	9	60%
Hazardous Condition (No Fire)	1	6.67%
Service Call	3	20%
Good Intent Call	1	6.67%
False Alarm & False Call	1	6.67%
TOTAL	15	100%

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
311 - Medical assist, assist EMS crew	4	26.67%
320 - Emergency medical service, other	1	6.67%
322 - Motor vehicle accident with injuries	1	6.67%
324 - Motor vehicle accident with no injuries.	3	20%
444 - Power line down	1	6.67%
500 - Service Call, other	1	6.67%
550 - Public service assistance, other	1	6.67%
553 - Public service	1	6.67%
611 - Dispatched & cancelled en route	1	6.67%
733 - Smoke detector activation due to malfunction	1	6.67%
TOTAL INCIDENTS:	15	100%

Average Number of Responding Personnel per Hour for Date Range

Start Date: 01/01/2024 | End Date: 01/31/2024



HOUR	AVG. # PERSONNEL
02:00 - 02:59	3.00
03:00 - 03:59	4.00
10:00 - 10:59	1.00
11:00 - 11:59	5.00
12:00 - 12:59	4.00
13:00 - 13:59	4.00
15:00 - 15:59	4.00
16:00 - 16:59	3.50
18:00 - 18:59	2.00
20:00 - 20:59	3.50
21:00 - 21:59	2.00
23:00 - 23:59	4.00

Incident Statistics

Zone(s): All Zones | Start Date: 01/01/2024 | End Date: 01/31/2024

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		9	
FIRE		6	
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	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
0		0	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Station 1400	0:11:51	0:08:54	
AVERAGE FOR ALL CALLS		0:10:30	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Station 1400	0:05:12	0:05:56	
AVERAGE FOR ALL CALLS		0:05:07	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Damascus Fire Department		65:12	

Response Percentage per Station per Personnel for Incident Types for Personnel

Personnel: All Personnel | Incident Type(s): All Incident Types | Start Date: 01/01/2024 | End Date: 01/31/2024

Personnel	Calls Attended	% of Calls for Selected Incident Types
Station: Station 1400		
Belcher, Emalee	4	26.7%
Campbell, Candace	4	26.7%
Campbell, Dalton	5	33.3%
Campbell, Wendy	2	13.3%
Hicks, Emilee	3	20.0%
Hicks, Mindi	1	6.7%
Hicks, Noah	4	26.7%
Johnson, Michael	15	100.0%
Jones, Andrew	2	13.3%
Jones, Dave	3	20.0%
Justice, Jason	2	13.3%
Richey, Jordan	7	46.7%
Turner, Kermit	13	86.7%
Turner, Walter B	10	66.7%
Widener, Alex	3	20.0%
Widener, Anthony	1	6.7%
Widener, Bailey	7	46.7%
Total Incidents for Station Station 1400	15	

Total Incidents for all Stations

15

Special Committees

Nothing at this time.

Citizens Comments

Janet Gibbons, Backer Ln., stated that she thinks the citizens would like to hear the Council's goals for 2024; the trestle lights are out and need to be repaired; and, the rock wall along S. Shady Ave. is deteriorating and needs to be taken down.

Manager's Report

Scattered Site Housing Rehab Project

- *The hybrid rehab/substantial rehab at 123 S Railroad Ave is nearly complete. We ran into some issues with the wastewater system, but the service authority was able to remedy the situation.*
- *The substantial reconstruction at 233 Douglas Drive is complete, and the old house is being demolished.*
- *The Mount Rogers PDC is preparing to apply on behalf of the Town for Phase II this coming April 2024. (Applications can be picked up at Town Hall.)*
- *Phase 1 project close-out is in process.*

Creep Trail

- *Trestles 30 & 31: The Conservancy is still working with USFS and Prosim Engineering to get all of the construction drawings approved – this has been a huge hurdle and is continuing to slow the project. The bid date at this point is unknown until the engineers can agree, construction estimates can be updated, and the budget verified.*

Miscellaneous

- *General IT: We ordered some new equipment related to information technology for the Administration Dept. this past month – we are continuing to upgrade software and hardware throughout. I would like to order another laptop to keep at the office for off-site work, and we have discussed leasing a commercial printer service.*
 - *The council is requested to consider authorizing the Manager to order another laptop for the office.*
- Mr. Kemmerlin made a motion to authorize the Town Manager to order another laptop, as requested. Mr. Jackson 2nd the motion, which passed (5-0).
 - *The council is requested to consider a Hungate commercial printer lease.*
- It was the consensus of the Council to take this into consideration during the 2024-25 budget meetings.
- *Camera Upgrade: I've worked with one of our known vendors to get a proposal for camera system upgrades Town-wide, integrating into our current network (attached). This company has implemented a few technology upgrades around that I am aware of without issue.*
 - *The council is requested to approve the proposal and authorize the Town Manager to move forward.*
- It was the consensus of the Council to table this item until more information can be gathered.
- *Police vehicle: The 2024 Explorer order last fiscal year is in transit for delivery, we just need to have payment ready when it is delivered.*
 - *The council is requested to appropriate the expenditure from FY24 that was rolled over into the FY24 budget from FY23.*
- Ms. Coleman made a motion to appropriate the expenditure, as requested. Mr. Jackson 2nd the motion, which passed (5-0).

- *Dept. of Forestry grant: The Town received a partial award (\$62,000) for the grant submitted to DOF in October 2023. There is no match for this grant; \$60,00 will be spent on removal of identified trees, and \$2,000 on continuing to strategically replant new trees.*
 - *The council is requested to accept the award and authorize the Town Manager to sign and complete all necessary documentation for the grant.*
- Ms. Coleman made a motion to accept the award and authorize the Town Manager to sign and complete all necessary documentation, as requested. Mr. Jackson 2nd the motion, which passed (5-0).
- *Drive 2.0 grant: The Town has \$20,000 earmarked from the Virginia Tourism Corporation for a project(s) within a narrowly defined scope set forth by VTC in accordance with the planning process that the Town utilized to secure the funding. Our priority is to use the funds for a feasibility study for the "IDA Property" but need to secure some additional funds. We need to have final submission to VTC by 03/15.*
 - *The council is requested to authorize the Town Manager to pursue matching funds for the purpose of completing a feasibility study.*
- Ms. Coleman made a motion to authorize the Town Manager to pursue matching funds, as requested. Mr. Jackson 2nd the motion, which passed (5-0).
- *Budget calendar: The budget calendar is proposed, with workshops starting in mid-February and including a strategic planning session to set budget priorities for staff.*
 - *The council is requested to approve the budget schedule as proposed.*
 -

Workshop/Meeting Date	Activity
Tuesday, February 13 th @ 3:00 PM	Process overview and general consideration
Tuesday, February 27 th @ 3:00 PM	Strategic planning session
Tuesday, March 12 th @ 3:00 PM	Report out; budget prioritizations
Tuesday, March 26 th @ 3:00 PM	Budget request approvals
Tuesday, April 9 th @ 3:00 PM	Draft budget approval
Tuesday, April 23 rd @ 3:00 PM	Final budget approval, pending changes
Tuesday, May 14 th @ 3:00 PM (if needed)	TBD
Monday, June 3 rd @ 7:00 PM	Public Hearing on 2024-2025 Town Budget
Tuesday, June 25 th @ 3:00 PM	Special Meeting for adoption of FY2025 budget

- Ms. Coleman made a motion to approve the budget meeting schedule, as proposed. Mr. Kemmerlin 2nd the motion, which passed (5-0).
- *Comprehensive Plan update: Work on the Comprehensive Plan rewrite will resume soon with a planned completion date to coincide with the end of the fiscal year.*
- *Ordinances: We've received the preliminary draft of the code codification and have completed initial review. Many ordinances require updating aside from the recodification, so expect to see those coming over the next several months.*
- *Laurel Creek Trail: I've met with VDOT about reconfiguring the trail in front of the post office and they are in initial support, but I need to get some general drawings created for formal approval and construction.*
 - *The council is asked to authorize the Manager to get a quote for updated drawings on the street markings and redesign of the Liberty Ave intersection curbs.*
- It was the consensus of the Council to table this item until more information can be gathered.
- *LOVEwork: We are working on getting final designs and quotes to install a LOVEwork in accordance with VTC guidelines and utilizing \$1,500 in funding allocated from VTC for the purpose. We should have quotes and back by the March meeting to see what budget and design changes might be necessary to complete the project.*
- Estimates for repairs to the Town Park gazebo and restrooms were presented, and It was the consensus of the Council to table these items until more information can be gathered.

Legal Matters

Nothing at this time.

Old Business

There is one expired term on the Board of Zoning Appeals (BZA), and Mayor Lamb suggested Council recommend Bryan Bryant be appointed to fill the seat.

- Mr. Kemmerlin made a motion to recommend to the Washington County Circuit Court that Bryan Bryant be appointed to the Damascus BZA. Mr. Jackson 2nd the motion, which passed (4-1, with Ms. Coleman opposed).

New Business

Updated Meeting Schedule:

Town of Damascus Regular Scheduled Meetings

(unless otherwise posted)

- Town Council Meeting – 1st **Monday** of each month at 7pm
 - Parks & Rec. / Trail Days Committee – 2nd **Monday** of each month at 4pm *(as called)*
 - Board of Zoning Appeals (BZA) – 4th **Monday** of each month at 7pm *(as called)*
 - Budget, Finance and Admin – Last **Monday** of each month at 7pm *(as called)*
 - Public Works Committee – 2nd **Tuesday** of each month at 5pm *(as called)*
 - Planning Commission – 2nd **Tuesday** of each month at 6pm *(as called)*
 - Housing Rehab Board Meeting – 4th **Thursday** of each month at 4pm *(as called)*
 - Damascus Business Group – Quarterly *(as called)*
- Ms. Coleman made a motion to approve the updated meeting schedule, as presented. Mr. Kemmerlin 2nd the motion, which passed (5-0).

Consent Agenda

- Ms. Coleman made a motion to pay the bills for invoices exceeding \$2,500, 2nd by Mr. Jackson. The motion passed (5-0).
- Mr. Kemmerlin 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 (5-0).

Mayor & Council Members Reports

Mayor Lamb stated that her goals for what she would like the Town to achieve in 2024 include repairing the Town Park bathrooms so they can be opened back up, and fixing the bicycle path along Reynolds St. for the safety of citizens and visitors. She encouraged the Council to think about what they would like to see improved.

Mr. Jackson stated that he would like to see a community garden in Town, as well as some usage of the Town's 'IDA property'. Also, the 2024 Trail Days t-shirt design contest was a success, and shirts will be coming soon.

Mr. Kemmerlin stated that he would like to see a move toward beautification of the entire Town and be open to public suggestions, as well as make time monthly to meet with people in the community.

Announcements

UPCOMING EVENTS & OTHER ANNOUNCEMENTS:

- February 19, 2024 – Town Hall closed in observance of George Washington Day
 - *For information on upcoming events, go to our website visitdamascus.org. 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 adjourn, 2nd by Mr. Jackson. The motion passed (5-0).

Katie Lamb, Mayor

Tuesday Pope, Clerk