



# AGENDA

## WYTHEVILLE TOWN COUNCIL MEETING

MONDAY, MARCH 11, 2024 AT 5:00 PM

MUNICIPAL BUILDING - 150 EAST MONROE STREET  
WYTHEVILLE, VA 24382

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1. **INVOCATION** - VICE-MAYOR CATHY D. PATTISON
2. **CALL TO ORDER** - MAYOR BETH A. TAYLOR
3. **ESTABLISHMENT OF QUORUM** - MAYOR BETH A. TAYLOR
4. **PLEDGE OF ALLEGIANCE** - COUNCILWOMAN CANDICE N. JOHNSON
5. **APPROVAL OF AGENDA** (requires motion and roll call vote)
6. **6:00 P.M. SCHEDULED RECESS** (if necessary)
7. **CONSENT AGENDA**
  - A.** Minutes of the regular meeting of February 26, 2024 (requires motion and vote)
8. **PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS**
  - A.** Consider appropriations to the Fiscal Year 2023-24 Budget
    1. Staff Report/Presentation by Town Manager Brian Freeman
    2. Public hearing to consider the appropriations to the Fiscal Year 2023-24 Budget
    3. Consideration by the Town Council to approve the budget appropriations (requires motion and roll call vote)
  - B.** Consider authorizing the Wytheville Police Department to issue a purchase order for two police vehicles with the understanding that the funds will be appropriated in the Fiscal Year 2024-25 budget
    1. Staff Report/Presentation by Town Manager Brian Freeman
    2. Consideration by the Town Council to authorize the Wytheville Police Department to issue the purchase order (requires motion and roll call vote)
  - C.** Consider scheduling a Council Work Session for Monday, March 25, 2024, and Monday, April 8, 2024, at 4:00 p.m., in the Council Chambers before the regularly scheduled Town Council meeting to discuss the development of the budget for Fiscal Year 2024-25; and, consider adopting the proposed budget adoption calendar for Fiscal Year 2024-25

1. Staff Report/Presentation by Town Manager Brian Freeman
2. Consideration by the Town Council to schedule two Council Work Sessions and to adopt the proposed budget adoption calendar for Fiscal Year 2024-25 **(requires motion and vote)**

**D. Consider the request of the American Cancer Society for a Waiver of Fees for the use of Withers Park on Saturday, May 4, 2024, for the Relay for Life of Wythe County event**

1. Staff Report/Presentation by Assistant Town Manager Elaine Holeyton
2. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**E. Consider the request of the Wytheville Branch of American Association of University Women for the issuance of a raffle permit for calendar year 2024**

1. Staff Report/Presentation by Town Manager Brian Freeman
2. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**F. Review the second draft of the Wytheville Farmers' Market Lease Agreement and consider scheduling a public hearing for the Town Council meeting on Monday, March 25, 2024, at 5:00 p.m., or as soon thereafter as possible, in the Council Chambers to consider the renewal of a lease of Town property for the Wytheville Farmers' Market located at 210 West Spring Street**

1. Staff Report/Presentation by Assistant Town Manager Elaine Holeyton
2. Consideration by the Town Council to schedule a public hearing for the Monday, March 25, 2024, Town Council meeting **(requires motion and vote)**

**9. PRESENTATIONS TO TOWN COUNCIL**

- A. Presentation by Police Chief Joel Hash regarding the 2023 Wytheville Police Department's Annual Report**

**10. CITIZENS' PERIOD**

**11. NEW BUSINESS - TOWN MANAGER BRIAN FREEMAN**

**12. REPORTS**

- A. Consider the recommendation of the Budget and Finance Committee to renew the Town's 2024-25 Employee Health Insurance with The Local Choice**

1. Staff Report/Presentation by Town Manager Brian Freeman

2. Consideration by the Town Council to renew the Town's 2024-25 Employee Health Insurance with The Local Choice **(requires roll call vote)**

**B. Staff Report(s) - TOWN MANAGER BRIAN FREEMAN**

**C. Upcoming Meetings - CHIEF DEPUTY CLERK BRANDI JONES**

**13. OTHER BUSINESS**

**A. Council Member Time**

**B. Miscellaneous**

(1) Council Committee Reports; (2) February 2024 Building Reports

**14. CLOSED MEETING**

**A. Closed meeting pursuant to § 2.2-3711 (A.) (7.) Consultation with legal counsel pertaining to probable litigation (requires motion and vote)**

**B. Certification of Closed Meeting (requires motion and roll call vote)**

**15. ADJOURNMENT**

**7-A**



# MINUTES

## WYTHEVILLE TOWN COUNCIL MEETING

MONDAY, FEBRUARY 26, 2024 AT 5:00 PM

MUNICIPAL BUILDING - 150 EAST MONROE STREET  
WYTHEVILLE, VA 24382

1. **UNAPPROVED MINUTES**

**MEMBERS PRESENT:**

Mayor Beth Taylor, Vice-Mayor Cathy Pattison, Councilwoman Holly Atkins, Councilman Gary Gillman, Councilwoman Candice Johnson

**MEMBERS ABSENT:**

None

**OTHERS PRESENT:**

Town Manager Brian Freeman, Assistant Town Manager Elaine HOLETON, Chief Deputy Clerk Brandi Jones, Computer Operations Manager Ron Jude, Director of Public Utilities and Engineering Billy Anderson, Planning Director John Woods, Police Officer Darren Umberger, Police Officer Ernie Williams, Police Officer Brandi Holmes, Rollie C. Nye, Jr., Jim Cohen, Jeremy Shelton, Heidi Lacey, Michael Lacey

2. **RE: CALL TO ORDER**

Mayor Taylor called the meeting to order.

3. **RE: ESTABLISHMENT OF QUORUM**

Mayor Taylor advised that a quorum of Council members was present.

4. **RE: PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice-Mayor Pattison.

5. **RE: APPROVAL OF AGENDA**

Mayor Taylor advised that the next agenda item is the Approval of Agenda. She noted that, due to unavoidable circumstances, Police Chief Joel Hash will not be present at the Town Council meeting to present the 2023 Wytheville Police Department's Annual Report. Mayor Taylor stated that a motion and second will be required to amend the agenda removing item 8-A, Presentation by Police Chief Joel Hash regarding the 2023 Wytheville Police Department's Annual Report.

Motion made by Vice-Mayor Pattison, Seconded by Councilman Gillman. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilman Gillman, Councilwoman Atkins, Mayor Taylor, Vice-Mayor Pattison, Councilwoman Johnson.

**6. RE: 6:00 P.M. RECESS**

Mayor Taylor advised that for informational purposes, the agenda includes a 6:00 p.m. scheduled recess, if necessary.

**7. RE: CONSENT AGENDA**

Mayor Taylor presented the consent agenda consisting of the minutes of the Council Work Session and the regular meeting of February 12, 2024. She inquired if there was a motion to approve the minutes of the Council Work Session and the regular meeting of February 12, 2024, as presented.

Motion made by Councilman Gillman, Seconded by Vice-Mayor Pattison. Mayor Taylor inquired if there was any discussion on the motion. Councilwoman Atkins stated that she would like to abstain from voting on the minutes, due to her absence at the February 12, Town Council meeting. There being no further discussion, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilman Gillman, Councilwoman Johnson. Voting Abstaining: Councilwoman Atkins.

**8. RE: CITIZENS' PERIOD**

Mayor Taylor advised that the next agenda item is Citizens' Period. She stated that there is one citizen listed on the sign-in sheet who would like to address the Council during Citizens' Period. Mayor Taylor briefly reviewed the guidelines for citizens' addressing the Town Council during Citizens' Period. She inquired if Dr. Rollie Nye would come to the podium and state his name and address for the recording of the minutes.

Dr. Rollie Nye was recognized and stated that he resides at 405 East Pine Street. Dr. Nye thanked the Council for allowing him to speak and stated that he represents the Sons of the American Revolution (SAR). He advised that he would like to invite each of the Town Council members to the memorial dedication of Georg Daniel Flohr. Dr. Nye noted that the dedication will be held on August 24, 2024, at the Flohr house next to St. James Cemetery. Mayor Taylor thanked Dr. Nye for his comments and for inviting the Council to this event. Mayor Taylor inquired if there were any other citizens who wished to address the Council during Citizens' Period. There being none, she proceeded with the agenda.

**9. RE: PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS**

**A. RE: SUBDIVISION VARIATION REQUEST - RURAL KING REALTY, INC.**

Mayor Taylor advised that the next agenda item is to consider the recommendation from the Wytheville Planning Commission regarding the request for a Subdivision Variation to the road frontage requirement for a division at Mountainview Square (Rural King Realty, Inc.) located at 1480 East Main Street. She stated that Director of Public Utilities and Engineering Billy Anderson will give the Council more information regarding this request.

Director of Public Utilities and Engineering Billy Anderson presented an overview to the Council regarding the Subdivision Variation Request that was made by Rural King Realty, Inc. Discussion was held regarding when the original Subdivision was

created, if it conforms and satisfies with the Subdivision Ordinance as it is now, its covenants restrictions, etc. Mayor Taylor inquired if there was a motion to approve the Subdivision Variation Application for Rural King Realty, Inc., as presented. Motion made by Councilman Gillman, Seconded by Vice-Mayor Pattison. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilwoman Johnson, Vice-Mayor Pattison, Mayor Taylor, Councilwoman Atkins, Councilman Gillman.

**B. RE: WAIVER OF FEES REQUEST - DISTRICT THREE GOVERNMENTAL COOPERATIVE**

Mayor Taylor advised that the next agenda item is to consider the request of District Three Governmental Cooperative for a Waiver of Fees for the use of Withers Park on Thursday, June 13, 2024, for a Senior Day in the Park event. She inquired if there was a motion to approve District Three Governmental Cooperative's request for a Waiver of Fees for the use of Withers Park on Thursday, June 13, 2024, for a Senior Day in the Park event.

Motion made by Councilwoman Johnson, Seconded by Councilman Gillman. Mayor Taylor inquired if there was any discussion on the motion. Councilwoman Atkins inquired if the \$100 deposit that has already been paid by District Three will be refunded. Town Manager Freeman stated he thinks that is correct. There being no further discussion, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson.

**C. RE: BUDGET AMENDMENTS FOR FISCAL YEAR 2023-24**

Mayor Taylor advised that the next agenda item is to consider scheduling a public hearing for the Town Council meeting on Monday, March 11, 2024, at 5:00 p.m., or as soon thereafter as possible, in the Council Chambers of the Municipal Building to consider amendments to the Fiscal Year 2023-24 budget. She noted that Town Manager Freeman would now discuss this matter with the Council.

Town Manager Freeman stated that, at this meeting, the Council is only setting the public hearing. He noted that it is required that the Town hold a public hearing for any budget amendment that changes the Town's expenditures by more than one percent. He noted that the amendment will exceed the one percent. Town Manager Freeman advised that the nature of the amendment is primarily due to, but not exclusively due to, changes in the funding equation that the Virginia Department of Transportation (VDOT) has come up with to pay for the Town's Street Maintenance Funds. He explained that the Town is actually receiving more funds than have been appropriated. He noted that this was a change that came after the budget was approved last year. Town Manager Freeman advised that the Town is actually receiving more funds than the departments are theoretically allowed to expend, so Town Staff needs to get these amendments before the Council and approved. He reiterated, however, a public hearing is required before the Council is allowed to approve the amendments.

Councilwoman Atkins inquired of Town Manager Freeman if this amendment was only to do with VDOT funding.

Town Manager Freeman reiterated that it was primarily an amendment for VDOT Maintenance Funds. He stated that there is one other small request, and he remarked that he does not mind noting what the request is for the Council. He explained that Town Staff would like to provide the Town Police Department and Town Fire and Rescue Department a little bit of money to hold an annual picnic between those two departments. Town Manager Freeman remarked that the comradery, team building and the benefit of doing that, he thinks, far out ways the cost since it is a very small amount of money in there that will allow them to do that this year. He commented that, other than that, there is one other item in there that is where the Town received an insurance check for a pump failure at pump station six, which is about \$60,000. Town Manager Freeman explained that Town Staff had to go ahead and get the pump ordered. He noted that, basically, this amendment is to approve putting this money back into their budget. Town Manager Freeman explained that other than that, everything is VDOT Maintenance Fund related.

Councilwoman Atkins inquired if there would be enough money for all the Town's Departments to be provided a meal. Town Manager Freeman explained that the Town Council has still been providing a meal to all Town Departments in the budget. He noted that this would be a little different. Town Manager Freeman commented that the Police and Fire Departments have requested that the money come from their donations. He explained that EMS received a sizable donation, and they have requested a small amount of that money to be set aside, this year, to have this cookout/banquet, therefore, there will be a revenue from the use of reserves for donations for EMS that would provide for this, and this would essentially fund the picnic for most departments this year. He stated that there is a request for the Council to fund them annually to do so. Town Manager Freeman explained that this request would strictly be for a picnic/banquet this spring. Councilwoman Atkins reiterated that she wanted to make sure that this is totally different than what the Town Council provides. Town Manager Freeman stated that is correct. Councilwoman Atkins thanked Town Manager Freeman for clarifying this information.

Town Manager Freeman reiterated that at this meeting, the Council is only setting the public hearing for the March 11, 2024, Town Council meeting. He advised that he would provide the Council with some additional information in the next Town Council meeting package that gives more information/details on the breakdown of the expenditures. Mayor Taylor inquired if there were any other questions. There being none, she inquired if there was a motion to schedule a public hearing for the March 11, 2024, Town Council meeting at 5:00 p.m., or as soon thereafter, in the Council Chambers to consider amendments to the Fiscal Year 2023-24 budget.

Motion made by Councilman Gillman, Seconded by Vice-Mayor Pattison. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson.

**10. RE: REPORTS**

**A. RE: STAFF REPORT(S)**



Town Manager Freeman presented his Staff Report, as follows:

**NEW FINANCE AND HUMAN RESOURCES SOFTWARE UPDATE:** Town Manager Freeman gave an update regarding the status of transitioning to the new software, and he discussed some of the new capabilities that Town staff will have once the transition is complete. He stated that the transition deadline for the new software is now April 1, 2024.

**ANNUAL INSURANCE RENEWAL:** Town Manager Freeman advised that it is almost time for the Town's insurance renewal. He stated that he will be meeting with the Budget and Finance Committee for the next two consecutive weeks, and that he would like to have a recommendation for all five Council members regarding the insurance renewal in the near future.

**FISCAL YEAR 2024-25 BUDGET CALENDAR:** Town Manager Freeman stated that he and the Budget and Finance Committee have, recently, been working towards finalizing a calendar for the Fiscal Year 2024-25 budget preparation process. He noted that he anticipates on having the first budget Work Session on March 25, the second budget Work Session on April 8, the first reading of the budget on April 22, the second reading of the budget on May 13 and the third and final reading of the budget on May 27, 2024.

**B. RE: UPCOMING MEETINGS**

Chief Deputy Clerk Jones presented the upcoming meetings, as follows:

1. The Wytheville Town Council will hold a Special Town Council meeting and a public hearing on Wednesday, March 6, 2024, at 4:00 p.m., in the Council Chambers of the Municipal Building, to consider a bond to be used to pay the capital improvements to the Town's wastewater facilities.

2. The next regular meeting of the Wytheville Town Council will be held on Monday, March 11, 2024, at 5:00 p.m., in the Council Chambers of the Municipal Building.

**11. RE: OTHER BUSINESS**

**A. RE: WYTHEVILLE FARMERS' MARKET LEASE AGREEMENT RENEWAL**

Mayor Taylor advised that the next agenda item is the review of the draft Wytheville Farmers' Market Lease Agreement. She stated that Assistant Town Manager HOLETON would give the Council more information regarding this matter.

Assistant Town Manager HOLETON advised that the Lease Agreement between the Town of Wytheville and the Wytheville Farmers' Market has been continually renewed every year since 2019. She stated that she and Town Manager Freeman have met with the Farmers' Market leadership team regarding the next renewal of the Farmers' Market Lease Agreement. Assistant Town Manager HOLETON noted that the Town Council does not have to take action on the Agreement at this meeting. She commented that, however, she would like them to review the Lease Agreement so that a public hearing can be held and so that the Council decision on the Lease Agreement can be taken at the March 25, 2024, regular Town Council meeting.

Councilwoman Johnson inquired about the Lease agreement and how the Farmers' Market representatives felt about it. Assistant Town Manager Holeton stated that they were in favor of the draft Lease Agreement when they last met with Town Staff. Discussion continued regarding the development of the draft Wytheville Farmers' Market Agreement.

**B. RE: VACANCIES/UPCOMING VACANCIES FOR TOWN COMMITTEE/BOARD**

Mayor Taylor advised that the next agenda item is notification of vacancies/upcoming vacancies for Town Committees/Boards. Chief Deputy Clerk Jones stated that the Council has a listing of all the upcoming vacancies through the end of 2024. She reviewed the two Boards/Committees that currently have openings and will have openings in May and June, as well, with the Council.

**C. RE: COUNCIL MEMBER TIME**

Mayor Taylor advised that the next agenda item is Council Member Time. She inquired if Councilman Gillman had anything to discuss during Council Member Time. Councilman Gillman stated that he did not have anything to discuss at this time.

Mayor Taylor inquired if Councilwoman Atkins had anything she would like to discuss during Council Member Time. Councilwoman Atkins inquired about paving on Lithia Road and if it is on the Town's paving schedule for this year. Director of Public Utilities and Engineering Anderson stated that is correct.

Councilwoman Atkins stated that she was contacted by a citizen who lives on Sherwood Forest Road. She noted that he contacted her regarding pinecones and debris in his yard that have fallen from trees on the Town's property. Councilwoman Atkins inquired about how the Town could go about taking care of this issue. Town Manager Freeman stated that he has spoken with this citizen previously regarding this issue. He noted that he did not think the citizen was asking the Town to pick up the debris out of his yard. Town Manager Freeman advised that he thought the citizen was concerned about debris in the roadway. He stated that he will need to perform some additional research regarding whether the Town can assist in clearing debris from someone's yard.

Mayor Taylor stated that she did not have anything to discuss during Council Member Time.

Mayor Taylor inquired if Vice-Mayor Pattison had anything she would like to discuss during Council Member Time. Vice-Mayor Pattison stated that she did not have anything to discuss at this time.

Mayor Taylor inquired if Councilwoman Johnson had anything she would like to discuss during Council Member Time. Councilwoman Johnson inquired about the process of assigning Council members to Committees/Boards during the annual reorganization of the Town Council and how that has taken place in the past. Mayor Taylor stated that, before she assigns any Council member to a Committee/Board, she will discuss the Committees/Boards with each of them to establish which one(s) will best suit them and their schedule. She advised that this procedure has taken place since before she was Mayor, and that she has followed the same practice as

those before her. Discussion was held regarding what action has been taken in the past when a Committee/Board is assigned to a new Council member after an election year and at the annual reorganization of the Town Council. Councilwoman Johnson requested Chief Deputy Clerk Jones to research the minutes from January 9, 2023, for any action that was taken at the reorganization of the Town Council.

Councilwoman Johnson inquired about the how the Council members seating arrangement is established and if they can choose where they would like to sit during the Council meetings. Town Manager Freeman stated that, traditionally, Council members are seated with their internal Committee members for the Town Council meetings. Councilwoman Johnson inquired if sitting with their committee member is a recommendation or a requirement. Town Manager Freeman advised that it is not a requirement, however, it has made presenting Council Committee reports easier during Council meetings.

**12. RE: ADJOURNMENT**

There being no further business to be discussed a motion was made, seconded and carried to adjourn the meeting. (5:55 p.m.)

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Beth A. Taylor, Mayor

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Brandi N. Jones, Chief Deputy Clerk

**8-A**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Budget Appropriations for Fiscal Year 2023-2024 Budget

**SUMMARY:**

A public hearing has been scheduled to consider budget appropriations for the Fiscal Year 2023-2024 Budget. The appropriations consist of \$732,500 for the General Fund and \$60,886 for the Wastewater Fund. Town Manager Freeman will be presenting the Staff Report on this matter. After receiving comments from any interested citizens, the public hearing should be declared closed.

**Recommended Action**

Town Treasurer Stephens has noted that the motion should state, **“To amend and appropriate the 2023-24 General Fund Budget in the amount of \$732,500 and the Wastewater Fund Budget in the amount of \$60,886.”** Action on this matter will require a roll call vote.

23-24 BUDGET AMENDMENT - PROPOSED GENERAL FUND APPROPRIATIONS				
DEPARTMENT #	DEPARTMENT NAME	2023-24 Approved	INCREASE	2023-24 PROPOSED AMENDED
41200	MAINTENANCE OF STREETS	\$ 1,352,497	\$ 511,086	\$ 1,833,583
41400	TRAFFIC STREETS, SIGNS & LIGHTS	\$ 671,199	\$ 74,382	\$ 745,581
41330	SNOW AND ICE REMOVAL	\$ 94,267	\$ 94,267	\$ 194,267
42500	WEED CONTROL AND MOWING	\$ 276,449	\$ 50,265	\$ 326,714
33400	EMS	\$ 1,416,445	\$ 2,500	\$ 1,418,945
23-24 BUDGET AMENDMENT - PROPOSED GENERAL FUND REVENUES				
DEPARTMENT #	DEPARTMENT NAME	2023-24 Approved	INCREASE	2023-24 PROPOSED AMENDED
24000	CATEGORICAL AID	\$ 3,897,670	\$ 730,000	\$ 4,627,670
19000	USE OF RESERVES (DONATIONS)	\$ 1,146,689	\$ 2,500	\$ 1,149,189
	<b>23-24 APPROVED GENERAL FUND TOTAL EXPENDITURES</b>	<b>\$ 22,716,954</b>		
	<b>23-24 PROPOSED GENERAL FUND TOTAL EXPENDITURES</b>	<b>\$ 23,449,454</b>		
	<b>23-24 APPROVED GENERAL FUND TOTAL REVENUES</b>	<b>\$ 22,716,954</b>		
	<b>23-24 PROPOSED GENERAL FUND TOTAL REVENUES</b>	<b>\$ 23,449,454</b>		

23-24 BUDGET AMENDMENT - PROPOSED WASTEWATER FUND EXPENDITURES				
DEPARTMENT #	DEPARTMENT NAME	2023-24 Approved	INCREASE	2023-24 PROPOSED AMENDED
46900	WASTEWATER UTILITIES	\$ 2,202,875	\$ 60,886	\$ 2,263,761
23-24 BUDGET AMENDMENT - PROPOSED WASTEWATER FUND REVENUES				
DEPARTMENT #	DEPARTMENT NAME	2023-24 Approved	INCREASE	2023-24 PROPOSED AMENDED
77000	INSURANCE RECOVERY	\$ -	\$ 60,886	\$ 60,886
	<b>23-24 APPROVED WASTEWATER FUND TOTAL EXPENDITURES</b>	<b>\$ 4,756,613</b>		
	<b>23-24 PROPOSED WASTEWATER FUND TOTAL EXPENDITURES</b>	<b>\$ 4,817,499</b>		
	<b>23-24 APPROVED WASTEWATER FUND TOTAL REVENUES</b>	<b>\$ 4,756,613</b>		
	<b>23-24 PROPOSED WASTEWATER FUND TOTAL REVENUES</b>	<b>\$ 4,817,499</b>		

**8-B**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Wytheville Police Department Authorization Request

**SUMMARY:**

Town Treasurer Stephens has requested that the Town Council authorize the Wytheville Police Department to issue a purchase order for two police vehicles with the understanding that the funds will be appropriated in the Fiscal Year 2024-25 budget. Town Manager Freeman will explain this request further to the Council.

**Recommended Action**

If the Council desires to approve the authorization, a motion and a roll call vote by the Town Council will be necessary.



# 8-C

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Proposed Budget Adoption Calendar for FY 2024-25 and Scheduling Work Sessions

**SUMMARY:**

Town Manager Freeman would like to request that the Council schedule two Work Sessions prior to the regular meetings of the Wytheville Town Council to review the budget information for Fiscal Year 2024-25. If the Council concurs, the first Work Session could be scheduled for Monday, March 25, 2024, at 4:00 p.m., and the second Work Session could be scheduled for Monday, April 8, 2024, at 4:00 p.m.

The Town Council also needs to develop a budget adoption calendar for Fiscal Year 2024-25. Town Manager Freeman is proposing that the first reading of the budget be considered at the Monday, April 22, 2024, meeting. He is proposing that the budget be considered on second reading, as well as conduct the public hearing, at the Monday, May 13, 2024, meeting of the Council, with the final reading and adoption of the budget at the Tuesday, May 28, 2024, meeting. If the Council agrees with this schedule, Town staff will publish this calendar as the adoption schedule.

**Recommended Action**

Action to schedule the Work Sessions, as well as adopting the budget adoption calendar for Fiscal Year 2024-25 will require a motion and vote of the Council.

**8-D**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	American Cancer Society Waiver of Fees Request

**SUMMARY:**

The Town has received an application from the American Cancer Society requesting a Waiver of Fees for the use of Withers Park on Saturday, May 4, 2024, for the Relay for Life of Wythe County event. Assistant Director of Parks and Recreation Crystal Hylton has approved the request, and the request is now before the Town Council for consideration.

**Recommended Action**

Action on this matter will require a motion and vote by the Town Council.



Town of Wytheville  
Department of Parks and Recreation

Request for Waiver of Fees

Name of Organization: American Cancer Society **Non-Profit** / Profit

Date of Activity: 5/4/24 Tax-exempt No: 131788491

Purpose of Activity: Relay For Life of Wythe County Fundraiser for Cancer Research

Request of Area	Hours	Use Fee	Additional Information
Withers Park	9a-11p	\$350 rental fee	\$100 security deposit
Elizabeth Park			to be paid

Number of Persons in Attendance: 200

Requirements

- The activity provides a direct recreational, educational or entertainment value to the participants.
- Alcoholic beverages will not be sold, served, or consumed.
- The activity was scheduled through the Department of Recreation at least one month in advance of the date of the event.
- Group requesting waiver of fees is a public agency, or group incorporated by the Commonwealth of Virginia as non-profit organization.
- Proceeds raised will be donated to: American Cancer Society (The generation of funds for a charitable or worthy cause shall not, of itself, be deemed as a reason for waiver of Center or Park use fees).

Organization Representative: Jane Roberts

Address: PO Box 626

City/State: Saltville/VA Zip Code: 24370

Day Phone: 276-608-1859 Night Phone:

Signature: *Jane Roberts* Date: 2/27/24

Approval

Director of Recreation: *[Signature]* Date: 3-4-24

Comments:

Approved By: Date:

Comments:



**FACILITY SALES RECEIPT**

Section 8, Item D.

Receipt # 1025075  
Payment Date: 02/27/24  
Household: 1916

Community Center  
333 Community Blvd  
Wytheville VA 24382  
Phone: (276)223-3378

Jane Roberts  
PO Box 626  
Saltville VA 24370  
jane.roberts@cancer.org

**Reservation Details: Withers Park, Withers Park**

Reserv. Contact: Jane Roberts  
Phone Number: (276)608-1859  
Reserv. Number: 8071  
Status: Firm  
Purpose: Relay for Life  
Anticipated Count: 1000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 05/04/2024 9:00A to 11:00P	350.00	350.00	0.00	0.00	350.00
<b>Deposit:</b>	100.00	100.00	0.00	0.00	100.00

Misc Fac. Comments: Withers Park can not be blocked off from the public for walking track purposes.  
Special Questions: Are you having Alcohol? No  
What time is officer needed? (begin serving until 1/2 hour after stop serving):  
Reservation Comment Code:

Processed on 02/27/24 @ 12:57 pm by crystalh

Total New Deposit Fees	100.00
Total New Fees	350.00
<b>Total Due</b>	<b>450.00</b>
Total Fees Paid	0.00
<b>Total Paid</b>	<b>0.00</b>
Balance From Receipt	450.00

**Household Balance Information**

Overall Household Balance Due 450.00



## FACILITY RENTAL POLICIES

**GR** *Deposit:* A deposit is required for each room reservation payable when making the reservation (see Center Rate Schedule). The deposit is refunded if the group has fulfilled the contract terms, the group cleans up adequately, vandalism and damages have not occurred, and group has stayed within rental hours. Any overage in rental hours will be withheld from the security deposit. If the security deposit does not cover overage, additional fees will need to be paid upon leaving. Behavior problems of any nature will result in forfeiture of the deposit.

**GR** *Rental Fee:* Rental fees are to be paid in full at the time the rental is made, in addition to the deposit.

**GR** *Refund of Deposit:* Deposit refunds will be issued in the form of a check and made out to and mailed to the person whose name the reservation is in within 30 days of rental date. Or, if applicable, issued onto the credit card that was used to pay for the rental within 3 to 5 business days, dependent on the credit card merchants' policies.

**GR** *Cancellations:* If a reserver notifies staff of cancellation at least three (3) weeks prior to the reservation, rental use fees will be refunded in full. If a cancellation is made less than three weeks of the scheduled reservation, a \$25 cancellation fee will be deducted from the fees paid. If a reservation is canceled or altered within one-week, rental fees will not be refunded.

*Christmas and New Year's Parties:* Reservations for the Community Center during the months of December and January are in much demand due to the holiday season. Therefore, the following cancellation policies will be enforced for any activity scheduled in December or January:  
More than two months; \$75 cancellation fee: Two months or less; \$150 cancellation fee: Less than one month; no refund for facility use.

### **GR** SET UP

Plans for decorating, setting up or using any equipment must be scheduled when reserving and is included in rental use hours. All groups requiring the use of tables and/or chairs shall make arrangements on layout when making reservation. Community Center Staff will set up tables and chairs according to layout. Groups needing any audio/visual equipment must make arrangements upon reservation and must bring in any personal equipment for testing at least two weeks in advance. Under no circumstances are groups holding a permit to remove chairs, tables or other equipment from the Community Center. **No decorations may be hung or attached to the ceiling, walls, doors or windows. No confetti or glitter is allowed.** Table decorations are allowed.

### **GR** CLEAN UP

**Any group using a facility operated by the Town of Wytheville Department of Parks and Recreation agrees to leave the facility as it was found. Clean up by user group includes but is not limited to cleaning up of all decorations, food, and trash; cleaning tables; sweep and mop if needed.** Supplies, including additional trash bags, for clean up are supplied and are in closet. Clean up must be performed immediately after the activity concludes and is included in rental use hours. Failure to clean areas shall result in forfeiture of all or part of the deposit and/or assessed additional costs for cleanup operations if deemed necessary.

### **GR** ENTERING AND LEAVING FACILITY

*Everyone must enter and exit through the front entrance. Room doors to the outside are for emergency exit only and will alarm.*

**Entering:** A representative from the group must report to the front desk of the building upon entering the facility before area is unlocked. The supervisor will record the time group enters, review contract information and general operating policies if needed.

**Departure:** A representative from the group must report to the front desk of the building upon departing the facility. The attendant and the representative review conditions of areas utilized prior to departure. Any area not cleaned or damaged is to be noted on the reservation form. The representative is required to sign acknowledging the damages. Failure to sign this form will result in forfeiture of the deposit in full. Additional fees may be charged to the individual or group for damages or additional staff needed to clean area.

GR

**DAMAGES TO FACILITY OR EQUIPMENT/DISRUPTIONS**

**Damages:** Any reserver that causes physical damage to the facility or to any equipment shall forfeit the deposit and/or be assessed additional costs for repairs (if deposit is not sufficient). The reserver, agency or organization may also forfeit the privilege of future use of the building.

**Disruptions:** Any reserver or other person involved in a disruption at a facility operated by the Town of Wytheville Department of Parks and Recreation will be suspended according to the rules and regulations pertaining to disciplinary actions. In addition, any disruption occurring during a scheduled reservation will result in forfeiture of the deposit.

**LIABILITY**

Individuals, groups, agencies, or organizations contracting to use the Center, or any facility shall assume the responsibility for all persons and area of use.

Neither the Town of Wytheville, nor any of its operating agencies, shall be liable to any organization, agency or individual using the facility nor to any other person, firm or corporation for any loss or damage suffered during the use of said premise or on account of any defective condition or depreciation of the portion of the premises used of any building, structure or equipment upon the premises and entity using said facility assumes all risks to persons or property due to latent or patent defects in the premises and fixtures thereon and the entity using the facility expressly agrees to indemnify and save harmless the Town of Wytheville and all of its operating agencies from any and all claims resulting from the use of the same.

Any individual, agency, or group hosting a community activity or fund-raising activity must provide the Department with a copy of a current Liability Insurance Policy of not less than \$1 Million.

Signature: Jane Roberts Date: 2/28/24

**TO BE COMPLETED WHEN LEAVING**

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Clean up:  Completed  Not Completed

Notes: \_\_\_\_\_

Damages Explanation \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Rental Signature: \_\_\_\_\_





## Withers Park

- Withers Park rental is for the grass area inside the walking track. The walking track, playground and monument area must remain open to the public.
- No tables or chairs are provided.
- Electrical hookups are available at the outlets throughout the park.
- Any staking of tents, etc. must be prearranged by contacting # 811 \*Call before you dig #\*.
- When event is over, the reserver is responsible for:
  - Cleaning and removing all supplies brought in by rental group.
  - Cleaning up of trash. Please make sure all trash is in a receptacle. Any trash that does not fit in a trash receptacle must be taken off by the rental group.
- **Please do not staple, nail, etc into any structure or to any of the trees.**

Signature: Jane Roberts Date: 2/27/24



# CERTIFICATE OF LIABILITY INSURANCE

9/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

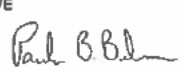
<b>PRODUCER</b> Commercial Lines - (404) 923-3700 USI Insurance Services LLC 1 Concourse Parkway NE, Suite 700 Atlanta, GA 30328	<b>CONTACT NAME:</b> Aashish Mawani <b>PHONE (A/C, No, Ext):</b> 470-428-9760 <b>E-MAIL ADDRESS:</b> aashish.mawani@usi.com	<b>FAX (A/C, No):</b> 610-537-1929													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td><b>INSURER B:</b> Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td><b>INSURER C:</b> ACE Fire Underwriters Ins. Co.</td> <td>20702</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> ACE American Insurance Company	22667	<b>INSURER B:</b> Evanston Insurance Company	35378	<b>INSURER C:</b> ACE Fire Underwriters Ins. Co.	20702	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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**COVERAGES**                      **CERTIFICATE NUMBER:** 15760075                      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Event		HDO G47297552	09/01/2023	09/01/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 2,500
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 25,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H10698212	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		MKL2EUL105733	09/01/2023	09/01/2024	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR C50679780 (AOS) SCF C50679871 (OR-WI)	09/01/2023 09/01/2023	09/01/2024 09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

<b>CERTIFICATE HOLDER</b> American Cancer Society, Inc. 3380 Chastain Meadows Pkwy. NW Suite 200 Kennesaw, GA 30144	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**8-E**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Wytheville Branch of American Association of University Women Raffle Permit Request

**SUMMARY:**

Please find attached an application for a raffle permit from the Wytheville Branch of American Association of University Women. This organization is a 501 (c)(4), which means they are a tax-exempt organization, however, there are few differences from a 501 (c)(3). Their raffle proceeds will be for charitable reasons in that they award a \$500 scholarship to a non-traditional female graduate student at Wytheville Community College who will be attending a four-year college. They also provide \$100 in awards for the Regional Science Fair. If issued, this raffle permit would expire on December 31, 2024.

**Recommended Action**

Action on this matter will require a motion and vote by the Town Council.



### RAFF-24-2

Raffle Permit Application

Status: Active

Submitted On: 2/27/2024

### Primary Location

No location

### Applicant

Alma Watson



Wytheville, VA 24382

## APPLICANT INFORMATION

#### Full Legal Name\*

Alma L Watson, President, Wytheville Branch, AAUW

#### Applicant Mailing Address \* ?

PO Box 1604

#### Town or City\* ?

Wytheville

#### State\* ?

Virginia

#### Zip Code\* ?

24382

#### Phone Number\* ?

c

#### Applicant Contact Phone Number\* ?

1:

#### Applicant Email Address\* ?

#### 501 (c)(3) Organization Hosting the Raffle?\* ?

Wytheville Branch of American Association of University Women: 501(c) 4 designation

#### Has the organization been designated a 501 (c) (3) for more than two (2) years?\* ?

YES

#### Physical Location of the Raffle Event\* ?

Wytheville Golf Club

#### Date of the Raffle Event\*

05/28/2024

Provide information to describe the need for the raffle\* ?

The organization awards a \$500 scholarship to a non-traditional female student from WCC who is enrolling in a 4 year degree program. We also provide \$100 in awards for the Regional Science Fair.

### ACKNOWLEDGMENT & AUTHORIZATION

1. I hereby certify that the information provided is complete and accurate.\*

2. I agree to adhere to all provisions of Town Code ? as it relates to hosting a raffle and I understand that any violation of the ordinance may result in the revocation of the permit.\*

3. I understand that the raffle permit must be renewed annually.\* ?

Name of Applicant:\* ?

Alma L Watson

Click here to add your legally binding digital signature\*

Alma Louise Watson  
Feb 27, 2024

### Town Council Approval

🔒 Date of Issuance

—

**BYLAWS OF THE AMERICAN ASSOCIATION OF  
UNIVERSITY WOMEN WYTHEVILLE BRANCH**

**ARTICLE I. NAME AND GOVERNANCE**

Section 1. Name. The name of the organization shall be the American Association of University Women (“AAUW”) Wytheville Branch, hereinafter known as the “Affiliate.”

Section 2. Affiliate. AAUW Wytheville Branch is an Affiliate of AAUW as defined in Article V.

Section 3. Legal Compliance. The Affiliate shall comply with the requirements of AAUW and federal, state, and local law. The bylaws of the Affiliate shall in no way conflict with the AAUW Bylaws and/or policies.

**ARTICLE II. PURPOSE**

Section 1. Purpose. The purpose of AAUW is to advance equity for women and girls through advocacy, education, philanthropy, and research. The purpose of the Affiliate is to further AAUW purposes and policies.

Section 2. Policies and Programs. In keeping with this purpose, the Affiliate shall promote equity, education, and development of opportunities for women and girls that enable them to realize their full potential.

**ARTICLE III. USE OF NAME**

Section 1. Policies and Program. The policies and program of AAUW shall be binding on all members engaged in AAUW activities, and no member shall use the name of AAUW to oppose such policies or program.

Section 2. Proper Use of Name and Logo. The name and logo of AAUW may be used only by members (as defined below at Article IV, Section 2) and Affiliates (as defined below at Article V, Section 1) only according to policies and procedures established by the AAUW Board of Directors; others may do so only according to written licenses.

Section 3. Individual Freedom of Speech. The freedom of speech of the individual member to speak a personal opinion in the member’s own name is not abridged.

1.

**ARTICLE IV. MEMBERSHIP AND DUES**

Section 1. Composition. The members of AAUW at present consist of members (“Individual Members”) and college/university members (“College/University Members”).

Section 2. Basis of Membership. a. Individual Member.

(1) Eligibility. An individual holding an associate’s (or equivalent, e.g., RN), bachelor’s, or higher degree from a higher education institution accredited by a regional accrediting agency recognized by the U.S Department of Education (an “Accredited Higher Education Institution”) or other qualified educational institution located outside 19 of the United States, as determined by the AAUW Board of Directors, shall be eligible to receive admission to AAUW membership; such membership shall be granted upon payment of AAUW dues. The provisions set forth in this section are the sole requirement for eligibility and admissibility to AAUW membership except that the AAUW Board of Directors may establish a process to assess credentials that are submitted based on degree equivalence.

(2) Appeals of Refusals of Admission to Membership. Any potential Individual Member or College/University Member who claims qualification for membership in AAUW and who has been refused admission to membership may present credentials to the AAUW Board of Directors for review. The decision of the AAUW Board of Directors shall be final.

(3) Saving Clause. No individual member shall lose membership due to any change in the status of the educational institution upon which qualification for membership was based.

(4) Life Membership. a. Paid. An individual member may become an AAUW life member upon a one-time payment of 20 years’ dues, based on the amount of AAUW national dues the year the member elects to become a Life Member. Thereafter, the life member shall be exempt from the payment of AAUW national dues (b) Fifty-Year Honorary. An individual member who has paid AAUW national dues for 50 years shall become a Life Member and shall thereafter be exempt from payment of AAUW national dues.

(5) College/University Members. Any Accredited Higher Education Institution or other qualified higher education institution located outside the United States, as determined by the AAUW Board of Directors, that pays annual dues to AAUW shall be eligible to be a College/University Member. Each College/University Member shall appoint one or two representatives who are eligible to be Individual Members and who shall each have the membership benefits of an Individual Member and any other benefits that accrue to representatives of College/University Members, as determined by the AAUW Board of Directors.

#### Section 3. Student Associates.

The AAUW Board of Directors may permit undergraduate students enrolled in Accredited Higher Education Institutions or in other qualified educational institutions located outside the United States, as determined by the AAUW Board of Directors, to associate with AAUW, with fees (if any) and benefits as determined by the AAUW Board of Directors.

#### Section 4. Dues.

a. Amount. The annual dues and member benefits for any category of member shall be established by a two-thirds vote of the AAUW Board of Directors. Members shall be notified of the intent to consider a change in the dues, the proposed amount, and the rationale for the change at least 60 days prior to the vote.

b. Payment. AAUW member dues shall be payable in accordance with procedures established by the AAUW Board of Directors.

#### Section 5. Severance of Membership.

Any Member may be suspended or removed from membership for any conduct that tends to injure AAUW or to adversely affect its reputation or that is contrary to or destructive of its mission according to these bylaws, with action taken following policies and procedures adopted by the AAUW Board of Directors. In addition, a College/University Member that is no longer eligible for membership shall be removed from membership as soon as practicable after it loses its eligibility.

2.

## ARTICLE V. AAUW AFFILIATES

### Section 1. AAUW Affiliate Defined.

An AAUW Affiliate (“Affiliate”) is an organization affiliated with AAUW for the purpose of supporting AAUW’s mission through Affiliate programs, fundraising, networking, and/or other activities. Affiliates are typically nonprofit membership organizations under state law and may also have been recognized as taxexempt 501(c)(3) or 501(c)(4) organizations under the Internal Revenue Code. An Affiliate may use AAUW’s name and/or logo only if approved by the AAUW Board of Directors.

### Section 2. Organization.

- a. Purpose. Affiliates shall promote the purposes, programs, and policies of AAUW.
- b. Bylaws. Affiliates shall develop bylaws as meet their needs. However, any such bylaws shall not conflict with AAUW Bylaws or with applicable law.
- c. Structure. Affiliates may create such leadership structures as meet their needs. Each Affiliate shall provide AAUW with designated contacts for administration and finance.

### Section 3. Loss of Recognition of an Affiliate.

- a. The AAUW affiliation status of an Affiliate may be revoked for cause through affiliation review procedures specified by the AAUW Board of Directors.
- b. The Affiliate shall have the right to appeal to the AAUW Board of Directors within a designated period.

### Section 4. Property and Assets.

The title to all property, funds, and assets of an Affiliate is vested in the Affiliate. An Affiliate shall have complete control of its property and assets, except that such property and assets shall not be used for any purpose contrary to AAUW’s purposes. In the event of the dissolution of an Affiliate or the termination of an Affiliate’s affiliation with AAUW, all assets of the Affiliate shall be transferred and delivered to AAUW or to another Affiliate designated by AAUW. AAUW may solicit and consider recommendations from local leaders before making a designation.



## ARTICLE VI. PARLIAMENTARY AUTHORITY

The rules contained in the most current edition of *Robert's Rules of Order Newly Revised* shall govern the Affiliate in all instances in which they are applicable and in which they are not inconsistent with the AAUW Bylaws or with the requirements of AAUW or applicable laws.

## ARTICLE VII. AAUW-MANDATED AMENDMENTS TO THE BYLAWS AAUW

Mandated amendments shall be implemented by the Affiliate's board of directors without a vote of the Affiliate's membership and as prescribed by the AAUW Board of Directors.

## ARTICLE VIII. OTHER AMENDMENTS TO THE BYLAWS

Provisions of the Wytheville Branch's (hereinafter the "Branch") bylaws not mandated by AAUW may be amended by a two-thirds vote of members voting after a quorum is attained. Proposed bylaws amendments shall be sent to the entire membership at least seven (7) calendar days prior to the applicable meeting.

## ARTICLE IX. NOMINATIONS AND ELECTIONS

### Section 1. Nominating Committee

- a. Composition and Appointment. There shall be at least two members on the Nominating Committee. The Board of Directors of the Branch shall appoint the members of the Nominating Committee and designate one member as the chair.
- b. Terms. The term of service on the nominating committee shall be for one year for a maximum of two consecutive terms.
- c. Resignation or Ineligibility. In the event that any member of the Nominating Committee resigns or is proposed as a candidate for office and agrees to stand for nomination, the Board of Directors will appoint a replacement member.

3.

### Section 2. Nominations

- a. Nominating Committee Report. The report of the Nominating Committee with the names of the nominees shall be sent to Branch members at least seven (7) days before the membership meeting at which an election is to be held.
- b. Nominations from the Floor. Nominations may be made from the floor with the consent of the nominee at the meeting at which the election is held.

### Section 3. Elections.

- a. Membership Meeting. Elections shall be held at the annual meeting or at any regular or special meeting of the members of the Branch if a position remains unfilled after the annual meeting.
- b. Vote. The election shall be held by secret ballot unless there is only one nominee for a given office and there is unanimous approval, then a voice vote may be taken. Election shall be by a majority vote of those present and voting.

## ARTICLE X. OFFICERS AND DIRECTORS

### Section 1. Elected Officers and Directors.

- a. Elected Officers and Directors. The elected officers and directors shall be the President, Program Vice President, Membership Vice President, Finance Officer, and Secretary.
  - (1) Co-Officers: Any officer position may be held by more than one member, each duly elected in accordance with these bylaws.
  - (2) Even Numbered Year Elections: the President and Membership Vice President shall be elected.
  - (3) Odd Numbered Year Elections: Program Vice President, Finance Officer and Secretary shall be elected.

- b. Appointed Officers and Directors. The appointed officers and directors shall be the chairs of the AAUW Funds, Website Coordinator, STEM

Coordinator and Public Policy standing committees. The President shall appoint the officers/directors of the Branch that are not required to be elected. An appointed officer/director position may be held by more than one member. The membership shall approve an amendment to the Bylaws to establish any additional appointed officer/director positions that the Board shall deem necessary to carry on the work of the Branch.

#### Section 2. Duties.

Officers and directors shall perform the duties described by these bylaws and Branch policies and by the current edition of Robert's Rules of Order, Newly Revised. The elected and appointed directors shall facilitate and promote the purpose and mission of AAUW.

- a. The President: The President shall be (i) the official spokesperson and representative of the Branch; (ii) shall be responsible for submitting such reports and forms as required by AAUW; (iii) and provide AAUW with designated contacts for administration and finance.
- b. The Vice Presidents: The Vice Presidents shall perform such duties as the President and the Board of Directors shall direct and as specified in Branch policies and job descriptions.
- c. The Finance Officer: The Treasurer Finance Officer shall be responsible for collecting, distributing and accounting for the funds of the Branch and for meeting specific deadlines.
- b. Annual Reports: All officers and chairs shall submit annual reports to the President.

#### Section 3. Terms of Office

- a. Terms of Office. Elected officers and directors shall serve for a term of two (2) fiscal years. Elected officers/directors shall not serve more than two consecutive terms in the same office. Appointed officers shall serve for a term of one (1) fiscal year and may serve consecutive terms in the same appointed office without limit. No member may hold more than one elected officer position at any given time.

4.

b. Beginning of term. The term of each officer and director shall begin on July 1 or when elected/appointed (if after July 1). The incoming president may call a meeting of the incoming officers prior to July 1.

c. Removal from Office. An officer or director of the Branch may be removed from being an officer and director for any reason or no reason by two-thirds vote of all Board members present at an in-person meeting of the Board of Directors called for that purpose. The notice of the meeting sent to the Board shall state that the purpose, or one of the purposes, of the meeting is removal of the officer/director. The vote shall be conducted pursuant to the procedures for voting by the Board set forth in the Bylaws.

d. Vacancy. A vacancy in office, excluding the president, shall be filled for the unexpired term by the Branch board of directors. A vacancy in the office of the president shall be filled by the Program Vice President.

### ARTICLE XI. BOARD OF DIRECTORS

Section 1. Members. The elected and appointed officers and directors shall constitute the Board of Directors of the Branch. This Branch must have a minimum of two directors and a minimum of two separate officers, one responsible for the management of the Branch and one responsible for the financial affairs. In addition, the Branch shall designate a member other than the contacts for administration and finance to record and make available upon request the minutes of each noticed Branch meeting and board meeting.

Section 2. Powers and Duties. In accordance with the bylaws, the Board of Directors shall have the general power to administer the affairs of the Branch, including but not limited to establishing policies and procedures to control financial records. It shall accept responsibility delegated by AAUW and state law.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at least twice each fiscal year at the call of the President at such time and place as may be designated. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication. An action of the Board will take effect if passed by the majority of the

members of the Board, except in the case of removal of an officer or director from office where a two-thirds vote is required.

Section 4. Voting between Meetings. Between meetings of the Board of Directors, a vote may be taken at the request of the President without a meeting on any question permitted by state law that is submitted to the Board in writing (including by electronic transmission), provided that every member of the Board shall have an opportunity to vote upon the question submitted. Voting will close by a specified time. If a majority of the Board members vote on any question so submitted, the vote, by any means permitted by state law, shall be counted and have the same effect as if cast at a Board meeting. The minutes of the vote or the next Board meeting shall reflect the results of the vote taken and the vote of each voting Director.

Section 5. Quorum for Board Meetings. The quorum of the board shall be a majority of its members.

## **ARTICLE XII. POLICIES AND PROGRAMS**

The Branch shall:

- a. Contribute to the growth and advancement of AAUW
- b. Participate in development and promotion of AAUW policies and programs through study, action, and public policy advocacy.
- c. Support Branch needs and promote positive societal change in the community.
- d. Cooperate in AAUW state work.

## **ARTICLE XIII. COMMITTEES**

Section 1. Standing Committees.

- a. There shall be the following standing committees: program, membership, bylaws.
- b. The Board of Directors may establish additional standing committees as shall be deemed necessary to carry on the work of the Branch.

5.

c. The chair of any standing committee shall be the elected vice president or an appointee of the President. The members of the committee shall be appointed by the committee chair. d. Standing committee chairs shall serve for a term of one fiscal year. Standing committee chairs may serve consecutive terms without limit.

Section 2. Special Committees and Task Forces. Special committees and task forces, e.g. International Dinner, may be authorized by the Board of Directors, as necessary. The chairs and members of such committees shall be appointed by the President and approved by the board.

Section 3. Reports. All committees shall provide written reports to the Organization's Board of Directors for the annual meeting and such other times as requested.

Section 4. Quorum. The quorum for a meeting of any committee shall be a majority of its members.

## **ARTICLE X IV. FINANCIAL ADMINISTRATION**

Section 1. Administration. The Organization's Board of Directors shall have responsibility to

- a. oversee the administration of finances, including preparation of the budget;
- b. oversee the management, acquisition, and disposition of the Organization's property and equipment in accordance with the bylaws;
- c. set policies and procedures to control the financial records consistent with generally accepted accounting principles and federal, state and local laws.

Section 2. Branch Dues and Processing Procedures:

(1) Annual dues for Branch members shall be established at the annual meeting by a two-thirds vote of the Branch members present, a quorum of fifteen (15) percent of the members entitled to vote being present, and voting when the Board proposes to change the dues, provided members are notified in writing of the intent to change the dues, the revised amount of dues, and the rationale for the change at least 30 days prior to the meeting.

(2) Dues of continuing members are payable on or before July 1. After notification of nonpayment, a member whose dues remain unpaid after July 31 will be dropped from membership.

(3) Dues of new members may be paid at any time.

(4) Reciprocity: A current paid member of a branch Affiliate may transfer membership to another branch Affiliate without payment of additional dues.

(5) Life Membership: Paid Life Members who are members of branch Affiliates shall continue to pay annual state and branch Affiliate dues, as required. Fifty-Year Honorary members who are members of branch Affiliates shall continue to pay annual state and branch dues, as required.

Section 3. Fiscal Year. The fiscal year shall be July 1 through June 30.

Section 4. Annual Budget. The annual budget shall be adopted by the Board of Directors for presentation at the membership meeting.

Section 5. Financial Review. The Branch shall provide for a financial review of its funds as are necessary for their safekeeping and complete accounting. No indebtedness in excess of \$25 over amounts provided for in the budget shall be incurred by the Branch except upon a recommendation of the branch board of directors.

#### **ARTICLE XV. MEETINGS OF THE MEMBERSHIP**

Section 1. General Membership Meetings. A business meeting of the Branch membership may be held at any membership meeting at which a quorum is present. There shall be at least nine general membership meetings each year.

Section 2. Annual Meeting. The Branch shall have at least one regular business meeting each fiscal year. The general membership meeting held between March and May shall be designated the Annual Meeting, the exact date, time and place to be determined by the board. The Annual Meeting shall be to conduct business including but not limited to hearing officer reports, electing officers, amending bylaws and giving directions to the board.

6.

Section 3. Notice. Electronic notice stating the place, day, and meeting and the purpose(s) for which the meeting is called, shall be delivered at least seven (7) calendar days before the date of the meeting to all members.

Section 4. Voting.

a. Each member of the Branch in good standing as of the date of a meeting and present in person at a meeting shall be entitled to vote on any item of business.

b. Members shall be entitled to vote by voice, show of hands, or (only in the case of the election of officers) by secret ballot.

c. The affirmative vote of a majority of the votes cast shall be necessary for the adoption of any business, except that a two-thirds vote shall be required to adopt amendments to these bylaws.

d. Fifteen (15) percent of the Branch members entitled to vote shall constitute a quorum.

#### **ARTICLE XVI. INDEMNIFICATION AND LIMITATION ON LIABILITY**

Section 1. Indemnification. To the maximum extent allowable by law, the Branch may, as determined from time to time by the Board of Directors, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that she/he is or was a member of the Board of Directors, officer, or committee member of the Branch. Every member of the Board of Directors, officer, or committee member of the Branch may be indemnified by the Branch against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such members of the Board, officer, committee member, chief executive officer, or employee in connection with any threatened, pending, or completed action, suit, or proceeding with respect to which she/he may become involved by reason of her/his being or having been a member of the Board, officer, or committee member of the organization, or any settlement thereof, if she/he acted in good faith and in a manner she/he reasonably believed to be in, or not opposed to, the best

interests of the Branch and, with respect to any criminal proceeding, had no reasonable cause to believe her/his conduct was unlawful, unless she/he is adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of a duty. The foregoing right of indemnification shall be in addition and not exclusive of all other rights to which the member of the Board, officer, or committee member is entitled.

Section 2. Limitation on Liability of Officers and Directors. No officer or director of the Branch shall be liable for any damages for acts taken in their capacities as officers or directors in any proceeding (whether brought by or in the right of the Branch or otherwise) to the fullest extent permitted by the Code of Virginia.

**Date Amended:**

April 16, 1993	Nov. 16, 2012
October 21, 1997	January 31, 2013
January 14, 2006	March 17, 2014
July 1, 2008	May 1, 2014
August 15, 2009	February 20, 2016
May 18, 2010	March 28, 2016
May 12, 2012	December 30, 2016

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**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Wytheville Farmers' Market Lease Agreement Renewal and Public Hearing

**SUMMARY:**

Please find enclosed the second draft of the proposed renewal for the Wytheville Farmers' Market Lease Agreement, as well as information from Assistant Town Manager Holeton with a breakdown of the utility costs for the Farmers' Market Building in 2023 and an amendment to Item 25. Assistant Town Manager Holeton will present the second draft of the renewal to the Town Council and answer any questions.

To comply with the Virginia Code, a public hearing must be held to consider the renewal of the lease of Town property for the Wytheville Farmers' Market located at 210 West Spring Street. To meet the required advertising deadlines, the public hearing could be scheduled for the next regular meeting of the Wytheville Town Council at 5:00 p.m., or as soon thereafter as possible, on Monday, March 25, 2024, in the Council Chambers of the Municipal Building.

**Recommended Action**

Action to set a public hearing for the March 25, 2024, Town Council meeting will require a motion and vote by the Council.

**WYTHEVILLE FARMERS' MARKET  
STAFF REPORT – MARCH 11, 2024**

Attached is the second version of the Farmers Market Lease Agreement for the Town Council to consider on Monday, March 11, 2024. I have modified item 14.B to reflect the new utility fee which is based on last year's actual utility costs. The pre-2024 utility fee written in the lease was \$215. The current utility fee in 2024 is \$338. I reflected the new utility fee of \$338 in the new draft document. I also amended the language to make it clear that moving forward, the actual utility costs will be evaluated, each year in January and based on the previous year's actuals.

**Here is a breakdown of the utility costs for the Farmers' Market Building in 2023.**

<b>In 2023</b>	<b>Atmos gas bill</b>	\$1656.22
	<b>Appalachian Power</b>	\$1932.58
	<b>Water/Sewer</b>	\$471.84
	<b>The total annual cost for utilities.</b>	\$4060.64
	<b>Average monthly utility cost.</b>	\$338.38

The only other change was to Item 25, the language on paying attorney's fees, which was removed from this draft per the advice of Town Attorney Paul Cassell. You will notice in Draft 2 that this language is no longer included.



## WYTHEVILLE FARMERS MARKET LEASE AGREEMENT

This Lease Agreement (the "Agreement") dated \_\_\_\_\_, 2024, is made and entered by and between the Wytheville Farmers Market, a non-profit organization as registered in the Commonwealth of Virginia, ("**Farmers Market**"), and the Town of Wytheville, a municipal corporation of the Commonwealth of Virginia, (the "**Town**").

Whereas the Town of Wytheville owns the Property, Building and Shelter as referenced in this agreement and the Wytheville Farmers Market desires to use this space for a farmers market venue, as agreed to by both parties, the terms as shown below shall apply to this lease agreement.

**1) Lease of Space.** On the terms and conditions set forth below, and pursuant to the laws of the commonwealth, the **Town** hereby grants the **Farmers Market** the permission to use the building (the "Building") and the attached outdoor shelter (the "Shelter") located at 210 W. Spring St., Wytheville, Virginia known collectively with parking areas as the property, (the "Property"), as shown on the drawing attached hereto as Exhibit A.

**2) Term.** The initial term of this Agreement shall be for one (1) year, commencing on \_\_\_\_\_, 2024 (the "Commencement Date"), and ending at 11:59 p.m. on December 31, 2024 (such term hereinafter called the "Primary Term").

This Agreement shall automatically be extended for four (4) additional one (1) year terms (a "One Year Extension Term") unless either party terminates it at the end of the then current term by giving written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term.

**3) Use.** The **Farmers Market** organization shall use the property to host the Wytheville Farmers Market, in accordance with the bylaws and mission of the organization which shall include but not be limited to the hosting of a weekly farmers market for local vendors (the "Vendors") and for the sale of locally made goods, including but not limited to produce, meats, and crafts. Events that support the mission and vision of the organization may be scheduled as needed by the organization.

**4) Scheduling.** The **Farmers Market** shall have the right to use the building and property on scheduled farmers market dates and may use the property on other days as needed. The organization shall maintain a master calendar (the "Master Calendar") showing the proposed dates of events. At the request of the Town Manager, the master calendar shall be shared with the town.

**5) Use of the Building by Others.** Any request by other outside parties to use the Building shall be managed in accordance with this policy. The outside party shall notify the Farmers Market Manager of the request. The Farmers Market Manager shall consult with the Board of Directors, who shall have the authority to make a determination as to whether or not the request can be accommodated, based on compatibility of the use with the goals and operational needs of the **Farmers Market**. Any use of the building shall not be in exchange for

monetary value (sublet), and the use must be supervised by either the market manager or board member, and the use shall be in line with the mission of the organization in service to the community.

**6) Use of the Outdoor Shelter and Other Outdoor Property by Others.** Both parties agree that every effort shall be made to reduce unlawful uses on the property. This policy outlines uses of the outdoor space affiliated with the property.

**Non-organized Use of Outdoor Space.** The lawful use of the outdoor shelter and parking areas may be used by the general public for parking and non-organized uses that support downtown. The proximity of the outdoor space to the Heritage Walk and other amenities downtown is conducive to the lawful use of the shelter and parking lot. Overnight camping and other unlawful uses shall be prohibited on the property.

**Organized Use of Outdoor Space.** Individuals who seek to use the shelter space or parking lot for an organized event, shall first contact the Farmers Market Manager. The Manager shall consult with the Farmers Market Board. The Board shall determine when organized events and/or planned uses of the shelter and parking area may occur. Any such use shall not be considered a sublet and no payment shall occur for use of the space. Any use of the space for organized events by others must be supervised by either a member of the Farmers Market Board or by Farmers Market Staff and the event must be related to the mission of the **Farmers Market**.

**7) Insurance Requirements of Others.** Any entity who sponsors a planned event on the property shall carry liability insurance for the event at the prescribed minimum insurance amount and such policy shall name both the **Town** and the **Farmers Market** as co-insured on the policy.

**8) No Subletting.** Subletting of spaces affiliated with the property to any outside parties who are not subject to this agreement is not allowed. Any exception to this policy will require the written consent of both the Town Manager and the Farmers Market Board, with the terms of the sublet fully defined and agreed to by both parties as a modification to this agreement.

**9) Use of the Bathrooms.** It is understood by both parties that the **Farmers Market** is responsible for the regular cleaning and light maintenance of the bathroom, to include the providing of bathroom supplies. Should outside parties, including the **town**, request to use the bathroom for separate uses or events, a request shall be made prior to said event and directed to the Farmers Market Board. If the request is approved by the board, a bathroom cleaning fee may be required prior to such use.

**10) Commercial Kitchen.** It is understood by both parties that the **Farmers Market** seeks to establish a commercial kitchen in the building. The purpose of the commercial kitchen is to further the mission and goals of the organization to support local agricultural producers, to spur culinary and agribusiness economic development and to promote healthy lifestyles. It is agreed by both parties that the future efforts to install a commercial kitchen is done so with the full

understanding that any physical improvements to the building and to the property resulting from these efforts will become property of the **Town**.

It is understood by both parties that any improvements to the building shall first receive written approval by the Town Manager prior to initiating a contract for construction, or beginning construction, and that all work shall be properly permitted. It is understood that building upgrades resulting from the commercial kitchen, which may include but not be limited to electrical, plumbing, hvac, vents and hoods, floors, ceilings, internal walls, structural improvements, and other essential building components, shall upon completion become property of the **Town** as the owner of the building. This lease agreement shall not bind the **Town** to assist in any way with the financial obligations needed to construct or complete the commercial kitchen.

Any grant agreements or other types of agreements which are initiated by either party as it relates to the commercial kitchen shall occur outside of this lease agreement and shall be made by separate resolution of the Town Council, when required, to support any activity related to the concept of the commercial kitchen.

It is further agreed that any increase in utility costs, property insurance, licensing or other costs associated with the commercial kitchen shall be borne solely by the **Farmers Market** organization. Upon completion of a commercial kitchen, any future use of the commercial kitchen shall be supervised by either a member of the Farmers Market Board or the farmers market staff at all times. Should a commercial kitchen be installed, the space shall not be sublet to outside parties for non-supervised commercial use.

**11) Appliances, Equipment and Property of the Farmers Market.** It is understood by both parties that appliances, equipment, furniture, and other “movable” equipment that is purchased by the **Farmers Market** shall be considered private property belonging to the **Farmers Market**. Such equipment must be maintained in good condition, placed in spaces that maintain safe ingress and egress and shall meet all building and fire safety requirements. In the event that this lease agreement is terminated, and notice is served, the Farmers Market shall remove personal property within thirty (30) days of receiving the notice.

**12) Keys and Locks.** The building shall be locked at all times, unless it is in use by the **Farmers Market**. The market manager shall keep keys and a list of individuals authorized to keep keys (the "Master Key List"). The **Town** shall keep at least three (3) keys for use in responding to maintenance and/or emergency requests. The Town personnel authorized to keep keys shall be listed on the Master Key List. This personnel shall include; the Town Manager, the Director of Computer Operations and the Public Works Director. The **Town** shall notify the market manager if there is any change to its authorized personnel.

All locks shall be keyed to the same key, with the exception of the exterior bathroom access door. The exterior bathroom access door shall be keyed to a separate key kept by the **Town**. During approved events that use the shelter, the exterior bathroom access door may be unlocked for public use. However, the interior bathroom access door shall be kept locked to prevent public access into the building.

If either party feels that a rekey of locks is required for the safety and security of the facility, a meeting between the parties shall occur to discuss the need. If it is agreed to by both parties, the cost will be shared between the two parties. If only one party feels that the rekey is required, that party shall be responsible for the cost and must share the new key. It is the responsibility of both parties to ensure that the most recent keys are placed in the Knox Box for use by emergency personnel to enter the facility.

**13) Maintenance.** The **Town** shall maintain the Property in good repair and condition. The **Farmers Market** shall promptly notify the Town Manager of any issues that need repair. If issues arise after regular business hours or weekends that require prompt attention, the Farmers Market shall call (276) 223-3300 and follow the phone directory prompts for "reporting stoplights out" and/or "building maintenance".

**14) Services and Utilities.** Services shall be provided as shown below.

- a. The **Town** shall provide trash removal for the two (2) cans under the shelter.
- b. The **Town** shall provide water, sewer, electricity, and gas utilities. The **Farmers Market** shall reimburse the **Town** for such utilities in a monthly utility fee ("Utility Fee"). The fee shall be calculated by adding up the monthly utility fees for the previous year and calculating the average monthly fee based on the previous years actual utility bills paid by the **Town**. The Utility Fee shall be paid each month or paid at a yearly date at the preference of the **Farmers Market**. The utility fee for 2024 is \$338 per month. Each year the fee shall be re-evaluated in January, and the fee shall reflect the previous year's actual utility cost. When changes to the utility fee are identified, these changes along with supporting information for any utility fee change shall be sent to the Farmers Market Manager. Payment of the utility fee, by the **Farmers Market**, shall be sent to the Town Treasurer and identified as Farmers Market Utility Fee.
- c. The Farmers Market shall be responsible for providing and maintaining janitorial and cleaning services; and kitchen and bathroom supplies including toilet paper, soap, and trash bags.

**15) Compliance with Laws.** In its use and occupancy of the Property, The **Farmers Market** and its Vendors shall comply with all applicable laws and governmental rules, regulations, and orders.

**16) Fire and Other Casualty.** If the Property shall be damaged by fire or other casualty and the Property is thereby rendered wholly or partly unsuitable for its intended use, then the **Town** may terminate this Agreement. If the **Town** desires to terminate this Agreement, it shall give the **Farmers Market** written notice of termination within thirty (30) days of the occurrence of such damage, and upon the giving of such notice, this Agreement shall terminate as of the date of the casualty, and both parties shall be released of all liabilities and obligations under this Agreement arising or accruing after the effective date of termination.

**17) Indemnification.** **Farmers Market** shall and hereby does indemnify, defend and hold harmless the **Town** and its agents from and against any and all claims, demands, actions, losses, Page 4 of 8

damages, orders, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) incurred by the **Town** and/or its agents as a result of or arising from: (a) the use or occupancy of the Property by **Farmers Market** and its Vendors; (b) any willful or negligent acts or omissions of **Farmers Market**, or Farmers Market Vendors, agents, employees, contractors or invitees; or (c) any breach or violation by **Farmers Market** of the terms of this Agreement.

**18) Insurance.** The **Farmers Market** shall, throughout the term of this Agreement at its sole cost and expense, provide and keep in force, with responsible insurance companies reasonably acceptable to the **Town**, (a) commercial general liability insurance written on an occurrence basis with limits for property damage claims of not less than \$100,000 and limits for personal injury or death not less than \$2,000,000 per person and \$2,000,000 per occurrence; and (b) casualty insurance insuring the **Farmers Market** against loss or damage to equipment or other personal property in the Property by loss, theft, fire or other casualty normally covered by an "all risk" of physical loss insurance policy. To the extent the **Town** also maintains any insurance in any way connected with the Property, the **Town's** insurance shall be excess coverage and the **Farmers Market** insurance shall be primary coverage. The policies described herein shall be endorsed to include the **Town** as an additional insured. The policies required herein shall contain an agreement by the insurer that it will not cancel the policy except after not less than ten (10) days' prior written notice to the **Town** and that any loss otherwise payable under the policy shall be payable notwithstanding any act or negligence of the **Town** or **Farmers Market** that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment. **Farmers Market** shall furnish the **Town** with proof of all such insurance prior to occupying the Property, and **Farmers Market** shall furnish the **Town** with proof of all such insurance at least annually and upon demand of the **Town**.

**19) Default.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the **Farmers Market**: (i) **Farmers Market** defaults in the prompt or full performance of any provision of this Agreement and fails to cure such default within thirty (30) days after notice thereof, or (ii) if the **Town** or **Farmers Market** exercised any right or option to terminate this Agreement or otherwise agreed in writing to terminate this Agreement and **Farmers Market** uses or occupies the Property after the date by which **Farmers Market** was required to vacate and cease using the Property. If an event of default occurs on the part of **Farmers Market** as set forth above, the **Town** may exercise one or more of the following described remedies, in addition to all other rights and remedies available at law or in equity, whether or not stated in this Agreement. The **Town** shall have the right to terminate this Agreement upon written notice to **Farmers Market** and deny **Farmers Market** access to the Property by any lawful means. In the event of such termination by the **Town**, all of **Farmers Market's** rights and privileges hereunder shall terminate and the **Town** shall have no further obligation to **Farmers Market** under this Agreement. Should any of the **Town's** remedies, or any portion thereof, not be permitted by the laws of Virginia, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect. The **Town** may avail itself of these as well as any other remedies or damages allowed by law or at equity. All rights, options and remedies of the

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**Town** provided herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another. No termination of this Agreement, or taking or recovering possession of the use license granted to **Farmers Market** with or without termination of this Agreement, shall deprive the **Town** of any remedies or actions against **Farmers Market** for damages due or to become due for the breach of any covenant or condition in this Agreement, nor shall the bringing of any such action for breach of any covenant or condition, or the resort to any other remedy be herein construed as a waiver of the right to terminate **Farmers Market's** use of the Property as otherwise provided herein. No receipt of money by the **Town** from **Farmers Market** after default or termination of this Agreement shall: (i) reinstate, continue, or extend the term or affect any notice given to **Farmers Market**, (ii) operate as a waiver of the right of the **Town** to enforce the payment of the Utility Fee then due or to become due, or (iii) operate as a waiver of the right of the **Town** to terminate this Agreement or exercise any other remedy.

**20) Assignment or Transfer.** The license granted by the **Town** to **Farmers Market** herein is a personal privilege and, therefore, this Agreement may not be assigned, sublet, or transferred, in part or in whole, without the written consent of the **Town**, which consent may be withheld in the **Town's** sole and absolute discretion.

**21) Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by: (i) hand delivery and shall be deemed given, delivered and received on the date of delivery; (ii) registered or certified mail and shall be deemed given, delivered and received on the third day following the date of mailing; or (iii) overnight delivery and shall be deemed given, delivered and received on the following day (iv) via electronic mail.

All notices to be given hereunder by either party shall be addressed as follows, or to such address as either party may have furnished to the other.

**Farmers Market Manager**  
**Wytheville Farmers Market**  
**P.O. Box 1618**  
**Wytheville, VA 24382**  
**info@wythefarmers.org**

**Town Manager**  
**P.O. Box 533**  
**Wytheville, VA 24382**  
**bfreeman@wytheville.org**

**22) Personal Items.** The storage by the **Farmers Market** and its Vendors of items of private property ("Personal Items") in the Building in between use periods is permissible. **Farmers Market** acknowledges and agrees that (i) any Personal Items brought into, left or stored in the Building will be unsecured, (ii) the **Town** shall have no duty or obligation to provide security for or otherwise safeguard any Personal Items brought into, left or stored in the Building, (iii) the

**Town** assumes no responsibility for any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor, all of which shall be at **Farmers Market's** sole risk, (iv) **Farmers Market** assumes all risk of damage to, destruction of or loss from any cause whatsoever of any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor, and (v) **Farmers Market** waives any and all claims against the **Town** for any damage to, destruction of or loss of any such Personal Items brought into, left or stored in the Building. Furthermore, **Farmers Market** hereby assumes all risk of injury to persons or damage to property resulting from the presence of or use by any person of any Personal Items brought into, left, or stored in the Building by **Farmers Market** or any Vendor (whether or not such person had permission to use such Personal Items). **Farmers Market** shall indemnify and hold harmless the **Town** and its affiliates against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation reasonable attorneys' fees and costs of litigation), resulting from or incurred by the **Town** or any affiliate of the **Town** arising out of (A) the presence of any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor, (B) any injury to persons or damage to property resulting from the presence of or use by any person of any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor (whether or not such person had permission to use such Personal Items), (C) any damage or loss caused by **Farmers Market** or by any Vendor to any Personal Items left or stored in the Building by any other licensee, occupant or user of the Building and/or (D) the disposition of any Personal Items left or stored in the Building by **Farmers Market** or any Vendor.

**23) No Smoking.** There shall be no smoking in or about the Property, except in identified areas outdoors.

**24) Financial Management.** **Farmers Market** shall keep accounting records in conformance with generally accepted accounting principles and make such records and all related reports (including annual IRS form 990), files, documents and other papers available for audits, examinations, and monitoring as requested by the **Town**.

**25) Incorporation of Prior Agreements; Amendments.** This Agreement, any addenda or exhibits attached hereto and incorporated herein contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

**26) Accord and Satisfaction.** No payment by the **Farmers Market** or receipt by the **Town** of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by **Farmers Market**, nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full) and the **Town** may accept such check or payment without prejudice to the **Town's** right to recover the balance of such amount or pursue any other remedy provided herein.

**27) Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their heirs, executors and administrators and permitted successors and assigns. However, nothing in this Section shall be deemed to amend the provisions on assignment and subletting. If **Farmers Market** comprises more than one person or entity, then all such persons and entities shall be jointly and severally liable for the full and prompt performance of all obligations, indemnities, and agreements to be performed or observed by **Farmers Market** under and pursuant to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**28) Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**29) Submission of Agreement.** Submission of this Agreement to the **Farmers Market** does not constitute an offer to lease or license the Property to the **Farmers Market**; this Agreement shall only become effective upon the execution and delivery thereof of this agreement between the **Town** and the **Farmers Market**.

**30) Limitation of Benefits.** This Agreement is not intended to and shall not confer upon any Vendor, person, or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Wytheville Farmers Market

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Wytheville

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Wytheville Police Department's 2023 Annual Report Presentation

**SUMMARY:**

Police Chief Joel Hash will be attending the meeting to provide a brief presentation to the Town Council regarding the Wytheville Police Department's 2023 Annual Report.

**Recommended Action**

No action needed.

**12-A**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Budget and Finance Committee Report

**SUMMARY:**

Town Manager Freeman will present the Budget and Finance Committee Report to the Town Council regarding the Committee’s recommendation for the Town’s 2024-25 Employee Health Insurance renewal.

**Recommended Action**

Action on this matter will require a roll call vote.

**BUDGET AND FINANCE COMMITTEE REPORT**  
**MARCH 11, 2024**

**1. 2024-25 Employee Health Insurance Renewal**

The Town of Wytheville offers its employees insurance through The Local Choice, a state health benefits program established by the General Assembly in 1989. The Local Choice serves Wytheville, along with many other local governments and public school systems across the state. Each year, participating entities are evaluated, and new rates for the upcoming year are established. The rate for each locality is established based on their usage of the policy through the year, as well as the combined rate with all other agencies across Virginia. The revised rates are then provided to each entity for their consideration during the insurance renewal period. This year, there was a 10.5 percent increase. By April 1, 2024, it will be necessary for the Town of Wytheville to initiate the renewal and declare the percentage of the plan offerings being covered by the Town and employee respectively. After careful consideration, it is the recommendation of the Budget and Finance Committee that the Town renew with The Local Choice with the same plans and continue to pay the 92.7 percent blended rate for employee only insurance plans with an additional \$350 monthly contribution to the “Plus 1” and Family plans.

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Cathy D. Pattison

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Candice N. Johnson

**12-B**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Staff Report(s)

**SUMMARY:**

Town Manager Freeman will present a Staff Report(s) on various topics.

**Recommended Action**

No action required at this time.

**12-C**



**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 11, 2024
<b>Subject:</b>	Upcoming Meetings

**SUMMARY:**

Chief Deputy Clerk Brandi Jones will present the upcoming meetings to the Town Council.

**Recommended Action**

No action required at this time.

## UPCOMING MEETINGS

1. The Wytheville Planning Commission meeting scheduled for Thursday, March 14, 2024, has been canceled.
2. The Homestead Museum Advisory Board will meet on Friday, March 15, 2024, at 10:00 a.m., at the Jackson House.
3. Downtown Wytheville, Inc. (DTW) will meet on Monday, March 18, 2024, at 5:30 p.m., at the DTW Office.
4. The Wytheville Redevelopment and Housing Authority will meet on Wednesday, March 20, 2024, at 12:00 p.m., at the Housing Authority Office.
5. The New River Regional Water Authority will meet on Thursday, March 21, 2024, at 10:00 a.m., at the Water Plant in Austinville.
6. The District III Board will meet on Thursday, March 21, 2024, at 6:00 p.m., at the Marion Office.
7. The next Council Work Session will be held at 4:00 p.m., on Monday, March 25, 2024, prior to the regular scheduled Wytheville Town Council meeting at 5:00 p.m., here in the Council Chambers.

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**Permit Reporting Information**

Total Number of Permits issued	34	Levy Total	Permit Totals	Levy+Permit Total	
Number of one & two family dwellings including town houses	1	\$126.26	\$13,258.00	\$13,384.26	
Number of new comercial buildings	0				
Number of new manufactured home instulations	1				

**Ledger Report for Febuary 2024**

Record #	Record Type	Fee Label	Transaction Type	Amount Paid	Account	Date Paid	Method
MEP-24-30	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$60.00	PM0010	2/28/2024 16:40	Credit Card
MEP-24-30	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.20	PM0010	2/28/2024 16:40	Credit Card
FENC-24-2	Fence Permit Application	Virginia Department of Housing Levy	Payment	\$0.70	PM0010	2/28/2024 13:50	Check
FENC-24-2	Fence Permit Application	Building Permit Fee	Payment	\$35.00	PM0010	2/28/2024 13:50	Check
CO-24-7	Certificate of Occupancy	Certificate of Occupancy Fee	Payment	\$25.00	PM0010	2/26/2024 20:01	Cash
MEP-24-29	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$40.00	PM0010	2/29/2024 19:34	Credit Card
MEP-24-29	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$0.80	PM0010	2/29/2024 19:34	Credit Card
DRI-24-4	Driveway Entrance Permit	Entrance Permit Fee	Payment	\$150.00	PM0060	2/28/2024 15:10	Credit Card
MEP-24-28	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$40.00	PM0010	2/28/2024 16:03	Cash
MEP-24-28	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$0.80	PM0010	2/28/2024 16:03	Cash
BLD-24-21	General Building Permit Application	Building Permit Fee	Payment	\$132.00	PM0010	2/23/2024 19:01	Credit Card
BLD-24-21	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$2.64	PM0010	2/23/2024 19:01	Credit Card
MEP-24-27	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$200.00	PM0010	2/27/2024 21:42	E-Check
MEP-24-27	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$4.00	PM0010	2/27/2024 21:42	E-Check
FENC-24-1	Fence Permit Application	Virginia Department of Housing Levy	Payment	\$0.70	PM0010	2/20/2024 18:33	Check
FENC-24-1	Fence Permit Application	Building Permit Fee	Payment	\$35.00	PM0010	2/20/2024 18:33	Check
BLD-24-20	General Building Permit Application	Building Permit Fee	Payment	\$400.00	PM0010	2/20/2024 17:00	Check
BLD-24-20	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$8.00	PM0010	2/20/2024 17:00	Check
MEP-24-26	Mechanical, Electrical & Plumbing (MEP) Application	Plumbing Fees	Payment	\$50.00	PM0010	2/20/2024 15:49	Credit Card
MEP-24-26	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.00	PM0010	2/20/2024 15:49	Credit Card
MEP-24-25	Mechanical, Electrical & Plumbing (MEP) Application	Plumbing Fees	Payment	\$60.00	PM0010	2/20/2024 15:51	Credit Card
MEP-24-25	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.20	PM0010	2/20/2024 15:51	Credit Card
MEP-24-24	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$116.00	PM0010	2/27/2024 12:00	Credit Card
MEP-24-24	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$2.32	PM0010	2/27/2024 12:00	Credit Card
MEP-24-23	Mechanical, Electrical & Plumbing (MEP) Application	Plumbing Fees	Payment	\$60.00	PM0010	2/14/2024 21:05	Credit Card
MEP-24-23	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.20	PM0010	2/14/2024 21:05	Credit Card
BDAS-24-3	Accessory Structure Application	Building Permit Fee	Payment	\$35.00	PM0010	2/14/2024 20:42	Check
BDAS-24-3	Accessory Structure Application	Virginia Department of Housing Levy	Payment	\$0.70	PM0010	2/14/2024 20:42	Check
BLD-24-17	General Building Permit Application	Building Permit Fee	Payment	\$140.00	PM0010	2/22/2024 16:27	Credit Card
BLD-24-17	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$4.00	PM0010	2/22/2024 16:27	Credit Card
BLD-24-17	General Building Permit Application	Electrical Fees	Payment	\$60.00	PM0010	2/22/2024 16:27	Credit Card
MEP-24-22	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$60.00	PM0010	2/15/2024 19:46	Credit Card
MEP-24-22	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.20	PM0010	2/15/2024 19:46	Credit Card
CO-24-6	Certificate of Occupancy	Certificate of Occupancy Fee	Payment	\$25.00	PM0010	2/13/2024 19:20	Check
MEP-24-20	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$80.00	PM0010	2/14/2024 15:02	Credit Card

MEP-24-20	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.60	PM0010	2/14/2024 15:02	Credit Card
MEP-24-19	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$124.00	PM0010	2/14/2024 15:05	Credit Card
MEP-24-19	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$2.48	PM0010	2/14/2024 15:05	Credit Card
MEP-24-18	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$140.00	PM0010	2/20/2024 13:54	Credit Card
MEP-24-18	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$2.80	PM0010	2/20/2024 13:54	Credit Card
MEP-24-17	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$40.00	PM0010	2/13/2024 14:03	Credit Card
MEP-24-17	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$0.80	PM0010	2/13/2024 14:03	Credit Card
MEP-24-16	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$252.00	PM0010	2/12/2024 18:13	Credit Card
MEP-24-16	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$5.04	PM0010	2/12/2024 18:13	Credit Card
MEP-24-15	Mechanical, Electrical & Plumbing (MEP) Application	Plumbing Fees	Payment	\$60.00	PM0010	2/6/2024 19:17	Cash
MEP-24-15	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.20	PM0010	2/6/2024 19:17	Cash
BLD-24-15	General Building Permit Application	Building Permit Fee	Payment	\$140.00	PM0010	2/6/2024 18:27	Credit Card
BLD-24-15	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$4.40	PM0010	2/6/2024 18:27	Credit Card
BLD-24-15	General Building Permit Application	Electrical Fees	Payment	\$80.00	PM0010	2/6/2024 18:27	Credit Card
MEP-24-14	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$40.00	PM0010	2/6/2024 15:25	Credit Card
MEP-24-14	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$0.80	PM0010	2/6/2024 15:25	Credit Card
MEP-24-13	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$108.00	PM0010	2/6/2024 13:31	Check
MEP-24-13	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$2.16	PM0010	2/6/2024 13:31	Check
SEWR-24-5	Sewer Availability Application	In Town Sewer Availability Fee	Payment	\$1,500.00	SCON	2/12/2024 16:22	Check
WATR-24-4	Water Availability Application	In Town Water Availability Fee	Payment	\$1,600.00	WCON	2/12/2024 16:20	Check
WATR-24-4	Water Availability Application	Meter Fee	Payment	\$185.00	WCON	2/12/2024 16:20	Check
DRI-24-2	Driveway Entrance Permit	Entrance Permit Fee	Payment	\$150.00	PM0060	2/12/2024 16:20	Check
BLD-24-14	General Building Permit Application	Building Permit Fee	Payment	\$550.00	PM0010	2/12/2024 16:18	Check
BLD-24-14	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$11.00	PM0010	2/12/2024 16:18	Check
CO-24-4	Certificate of Occupancy	Certificate of Occupancy Fee	Payment	\$25.00	PM0010	2/2/2024 19:57	Credit Card
MEP-24-12	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$80.00	PM0010	2/5/2024 15:27	Check
MEP-24-12	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.60	PM0010	2/5/2024 15:27	Check
CHIC-24-1	Backyard Chicken Keeping Permit Application	Backyard Chickens Permit	Payment	\$25.00	PM0020	2/20/2024 18:59	Credit Card
BDAS-24-2	Accessory Structure Application	Building Permit Fee	Payment	\$35.00	PM0010	2/1/2024 14:59	Check
BDAS-24-2	Accessory Structure Application	Virginia Department of Housing Levy	Payment	\$0.70	PM0010	2/1/2024 14:59	Check
MEP-24-11	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$50.00	PM0010	2/1/2024 20:24	Credit Card
MEP-24-11	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$1.00	PM0010	2/1/2024 20:24	Credit Card
MEP-24-11	Mechanical, Electrical & Plumbing (MEP) Application	Work Began before Permit	Payment	\$25.00	PM0010	2/1/2024 20:24	Credit Card
SEWR-24-2	Sewer Availability Application	In Town Sewer Availability Fee	Payment	\$1,500.00	SCON	2/20/2024 20:01	Check
WATR-24-3	Water Availability Application	In Town Water Availability Fee	Payment	\$1,600.00	WCON	2/20/2024 20:00	Check
WATR-24-3	Water Availability Application	Meter Fee	Payment	\$185.00	WCON	2/20/2024 20:00	Check
SUBD-24-3	Minor Subdivision (Creation of 2 or fewer new lots), Lot Line Re	Review for Minor Subdivisions, Agricultural L	Payment	\$100.00	PM0030	2/6/2024 18:39	Check
MEP-24-8	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$112.00	PM0010	2/7/2024 14:51	Credit Card
MEP-24-8	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$2.24	PM0010	2/7/2024 14:51	Credit Card
BLD-24-12	General Building Permit Application	Building Permit Fee	Payment	\$35.00	PM0010	2/20/2024 20:29	Credit Card
BLD-24-12	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$0.70	PM0010	2/20/2024 20:29	Credit Card
BLD-24-10	General Building Permit Application	Building Permit Fee	Payment	\$760.00	PM0010	2/6/2024 14:12	Check
BLD-24-10	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$15.20	PM0010	2/6/2024 14:12	Check
BLD-23-133	General Building Permit Application	Building Permit Fee	Payment	\$847.00	PM0010	2/28/2024 16:49	Check

BLD-23-133	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$20.54	PM0010	2/28/2024 16:49	Check
BLD-23-133	General Building Permit Application	Electrical Fees	Payment	\$50.00	PM0010	2/28/2024 16:49	Check
BLD-23-133	General Building Permit Application	Mechanical Fees	Payment	\$80.00	PM0010	2/28/2024 16:49	Check
BLD-23-133	General Building Permit Application	Plumbing Fees	Payment	\$50.00	PM0010	2/28/2024 16:49	Check
MEP-23-172	Mechanical, Electrical & Plumbing (MEP) Application	Electrical Fees	Payment	\$35.00	PM0010	2/5/2024 20:23	Credit Card
MEP-23-172	Mechanical, Electrical & Plumbing (MEP) Application	Mechanical Fees	Payment	\$172.00	PM0010	2/5/2024 20:23	Credit Card
MEP-23-172	Mechanical, Electrical & Plumbing (MEP) Application	Virginia Department of Housing Levy	Payment	\$4.14	PM0010	2/5/2024 20:23	Credit Card
BLD-24-18	General Building Permit Application	Building Permit Fee	Payment	\$550.00	PM0010	2/21/2024 21:39	Credit Card
BLD-24-18	General Building Permit Application	Virginia Department of Housing Levy	Payment	\$17.40	PM0010	2/21/2024 21:39	Credit Card
BLD-24-18	General Building Permit Application	Electrical Fees	Payment	\$200.00	PM0010	2/21/2024 21:39	Credit Card
BLD-24-18	General Building Permit Application	Plumbing Fees	Payment	\$120.00	PM0010	2/21/2024 21:39	Credit Card