



AGENDA

Glasgow Virginia Town Council Meeting



7:00pm Tuesday March 10th, 2020
Meeting called by Mayor Malcolm “Shane” Watts

1. FY 2021 Council Budget Work Session – Non-Profit Presentations at 6:00pm
 - A. Garden Club: Centennial Park
 - B. Open discussion
2. Call to Order – called by Mayor Malcolm “Shane” Watts for Regular Called Meeting at 7:00 PM
3. Proclamations
 - A. N/A
4. Presentations
 - A. N/A
5. Public Hearing
 - A. N/A
6. Review of Minutes
 - A. Regular Council Meeting February 11th, 2020, pages 9-20
 - B. Council FY 21 Budget Workshop February 25th, 2020, pages 21-24

Reports and Updates

7. Committee/ Commission/ Staff Reports
 - A. Police Report
 - B. Community Development Committee
 - i. RARO Sign Up Update
 - ii. Events Calendar
 - iii. Rockin’ the Gorge T-Shirts
 - C. Farmer’s Market
 - i. Vendor Meeting April 2nd @ 11am, Library
 - D. Public Works & Utilities
 - i. Red Building Bathrooms
 - ii. Basketball Court Rehab
 - iii. Sewer Truck
 - E. Treasurer Report
 - i. Bills over \$500, pages 25-30
 - ii. Council Contingency Report, page 31
 - F. Planning Commission
 - i. Next Steps
 - G. Town Manager Report
 - i. Budget Calendar Reminders & Updates
 - ii. Update on Council Tasks, Directives, and Projects
 - iii. REDI Grant, Rockbridge Chamber



AGENDA

Glasgow Virginia Town Council Meeting



7:00pm Tuesday March 10th, 2020

Meeting called by Mayor Malcolm "Shane" Watts

8. Old Business Updates
 - A. Community Development Block Grant Planning Grant
 - B. Delinquent Taxes
 - C. VDOT Multi-Purpose Trail

9. Public Comment Period. Comments limited to no longer than 3 minutes per person up to 30 minutes total for the period.

All Speakers are asked to identify themselves for the record prior to speaking, and are asked to address their comments to Council. This portion of the meeting is for the public to make comments, raise concerns, or address items to Council about specific items on the agenda for Council consideration. Council uses this time to hear from the public, but typically will not respond, but rather take the matter under advisement for later in the meeting, or future meetings.

Actions Items

10. Old Business
 - A. New Town Attorney Contract – Natikin & Crickenberger P.C., pages 32-34
 - B. Skyline Manor Apartments, pages 35-46

11. New Business
 - A. Large Trash & Brush Items
 - B. Edward Jones Retirement Benefit Options
 - C. Open Council Seat

12. Adjournment



TOWN OF GLASGOW VIRGINIA



Public Comment Guidelines

How and What -A sign-in sheet will be placed near the Council Room door for citizens who wish to speak during Public Comment. Comments may only be on items specifically on the agenda. Other issues or concerns should be addressed with the appropriate Town Staff during Town Hall business hours. Citizens should list their name, address, and topic to be addressed. After all speakers who signed up have spoken, anyone else interested in speaking will be given the opportunity to speak on items specifically on the agenda before ending the public comment period.

Amount of Time -Speakers are limited to three minutes and a maximum of two (2) items and or topics. The second topic must be addressed after all other speakers have finished. There is a maximum time limit of 30 minutes allocated to Public Comment in any one meeting. If the number of individuals on the sign-up sheet would exceed the allotted 30-minute time-frame, the Mayor or Town Manager has the latitude to place a shorter limit on individuals. The Mayor or Town Manager has the latitude to ask Council to extend the public comment period another 15 minutes by roll call vote. This can be done up to a maximum of two (2) times, capping the public comment period to one (1) hour.

Conduct -Speakers shall be recognized by the Mayor and or Town Manager and shall direct all comments and or questions to the Council as a whole (not individual members or employees of the Council). In maintaining decorum, debate and dialogue with the Council, Mayor, and or Town Manager is not allowed during public comment. Members in the audience who speak out of turn or are acting in a disruptive manor in the meeting shall receive one (1) warning before being asked (escorted) to leave. If necessary the Mayor, Council, or Town Manager, may bring formal charges for disruption of a public meeting and or the like.

Language -Profane or vulgar language, partisan political statements, or comments related to the conduct or performance of Council members or staff are not appropriate in this setting. Members in the audience who speak in this manor shall receive one (1) warning before being asked (escorted) to leave. If necessary the Mayor, Council, or Town Manager, may bring formal charges for disruption of a public meeting and or the like.

Council -Members are not expected to respond to questions or comments unless the Mayor or Town Manager deems such response appropriate. Council members may seek clarification or additional information from speakers through the Mayor or Town Manager.

Record -Speakers are to provide a copy of remarks to the Administrative Assistant (Deputy Clerk), if in writing.



TOWN OF GLASGOW VIRGINIA



Executive Session Procedures

Executive Session

Executive Session Section 2.2-3711 A.1, A.3,A.5, A.6, A.7& A.19of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Prospective Industry, Investment of Funds, Litigation and Public Safety

Motion by _____ and **Seconded** by _____

Going into Closed Session

Whereas, the Town of Glasgow Town Council has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisioins of the Virginia Freedom of Information Act; and

Whereas Section 2.2-3711 of the Code of Virginia requires a certification by the Town of Glasgow Town Council that such executive meeting was conducted in conformity with Virginia law;

Leaving Closed Session

Now, therefore be it resolved that the Town of Glasgow Town Council hereby certifies that to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirement by Virginia were discussed in the executive meeting to which this certification resolution applies and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed, or considered by the Town of Glasgow Town Council.

Motion by _____ and **Seconded** by _____ that to the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711 (A) of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Year 2020 TOWN MANAGER Priorities -- 3.6.2020

Job (Contact)	Directive / Project	Frequency/ Deadline	Partners
Planning Grant	Business District Revitalization		
Eric	DHCD Planning Session Meeting	3/17/2020 ; 4pm Scottos	Project Mgt. Team
	Regular Project Management Team Meetings	4/1/2020	Project Mgt. Team
DMV Stops		6/30/2020	
Heather & Jane	Submit paperwork process to start program	3/13/2020	DMV
	Develop list of delinquent taxes for reporting	4/17/2020	County Treasurer
	Training for Program	6/1/2020	DMV
	Implement program	6/30/2020	
DEBT Set-Offs		6/30/2020	
Heather & Jane	Submit paperwork process to start program	3/13/2020	VA Dept. Taxation
	Develop list of delinquent taxes for reporting	4/17/2020	
	Training for Program	6/1/2020	
	Implement program	6/30/2020	
	Submit report to state before next tax billing cycle	9/1/2020	
Red Building Rehab		5/15/2020	
Pub. Works	Install new flooring, fridge / freezer, reinforce roof support, and vinyl siding	3/13/2020	
	Install 3 ADA bathrooms at concession stand	5/15/2020	
Developing Multi-Use Open Space Park			
Pub. Works	Develop horse shoe pits into soccer and multi-purpose fields; RARO teams in town	3/13/2020	
	Look into ownership of delinquent taxes of 2 lots needed for park expansion	5/1/2020	
	Develop plan to acquire lots	6/1/2020	
	Begin to turn lots into multi-use open space park	7/1/2020	
Trash Ordinance		4/14/2020	
Eric	update Town will no longer be picking up trash and large junk around town, only brush	3/10/2020	Council
	notify residents of change in service	March Water Bill	
	update trash ordinance to make clear for interpretation for both residents and TM	4/14/2020	
Personnel Manual		4/30/2020	
Council	Dress code and uniform policy	4/14/2020	
	reviewing benefits accrual and carry over process for employees	4/30/2020	
	Formalizing evaluations process	4/30/2020	
Update Charter		12/1/2020	
Council	Update charter to reflect modern practices for next GA opportunity	12/1/2020	
	Elaborate more on roles of positions and duties	12/1/2020	
	Input New Permanent Committees in the Charter	12/1/2020	
Update Grass & Nuisance Ordinance		4/14/2020	
Council	Hold Work Session in March	3/10/2020	
	Public Hearing and Adopt at April Council Meeting	4/14/2020	
VDOT Trail		10/1/2020	
DAA / VDOT	Redesign trail for savings	3/31/2020	
	advertise project for 45 days in Lex., Lynchburg, Staunton, Harrisonburg, Roanoke, Charlottesville, <i>then award bid</i>	4/14/2020	
	Start and complete project	Start June - End September	
	Level 2 Priority		
Basketball Court			
Pub. Works	Reseal basketball court and paint logo	5/1/2020	
	Install and repair 2 hoops for full size court	6/1/2020	
LOVE Sign			
Mayor	VDOT permit process	hold	Comm. Devp. Committee
Town Manager	Chris quote entrance to lagoon cost \$15-13k	done	
	Identify another potential location for the sign	in progress	
	Hold another LOVE sign design meeting and come up with 2 options for each letter	hold	
Centennial Park Work Day and Redesign			
Andy Ryan / Chris	Garden Club design for park	done	
	Council needs to approve design and funding for project	4/15/2020	
	Set work day or days for project	TBD	

Minutes of Town Council Budget Work Session
February 11, 2020
 Glasgow Public Library

Council Members Present: Barrett McFaddin, Andrea Bradley, Sonny Williams, Andy Ryan, Aaron Britton

Also Present: Mayor Shane Watts, Town Manager Eric Pollitt, Sr. Admin. Asst. Jane Higginbotham, Police Chief Angel Poole, Public Works Chris Flint

Guests Present: Katie Doar with the News-Gazette, Reese McClanahan, Rockbridge County Director of Community Development Sam Crickenberger, Attorney Grace Crickenberger of Natkin & Crickenberger, P.C., Sallie Tompkins, Roger Funkhouser, Tonita Rogers, Barbara Rosser, Connie Robinson, Lynda Miller, Dr. Jay Sailer, Dr. Jane Sailer, Boyd Walker, Carolyn Bradley, Tonya McFaddin, Dan Dickman with Edward Jones Investments, Larry Mayo with Glasgow Rescue Squad, John “Rocky” Trudgeon with Rockbridge Area Recreation Organization (RARO), India Martin, Teresa Watson, Joyce Wyche Carter, and the Glasgow Garden Club members President Valerie Vaughn, Elaine Massie, Jane Vaughn, Carol Davis, Doris Wright, Denise Gorsky, and Garnett Tass.

The Pledge of Allegiance was led by Mayor Shane Watts followed by a brief prayer.

Mayor Shane Watts called the meeting to order at 6:00 PM.

Mayor Watts stated Council will take Non-Profit presentations at this time.

Non-Profit Presentations

- A. Glasgow Concerned Citizens. Mrs. India Martin, President of the Glasgow Concerned Citizens, stated she is asking for funding for the Summer Enrichment Program that the Concerned Citizens hold every summer at the Community Center. Mrs. Martin stated this program is about 15 years old. Mrs. Martin stated they are in need of more indoor and outdoor equipment. Mrs. Martin stated the program is held the month of July every year from 9:00 AM–1:00 PM, averaging about 30-40 children every year. Mrs. Martin stated they have speakers come in to speak to the children on various subjects e.g. safety and they go on various field trips. A small stipend is paid to three (3) volunteers to run the program. They would like \$3,000 to go towards the stipend and transportation for three (3) field trips each week. Mrs. Martin stated they have to depend on volunteers for transportation for the field trips and sometimes they cannot go. Mayor Watts asked Mrs. Martin how a child can participate in the program, if it is advertised. Mrs. Martin stated they send out notices and there are forms and applications to fill out. The ages are 5-12. Town Manager Eric Pollitt asked if they ever have anyone speak to the children on careers. Mrs. Martin stated yes. Town Manager Pollitt stated he was going to recommend someone if they didn't, and Mrs. Martin stated they will be glad to accept any help they can get. Mayor Watts stated there

is a lot the Town can do to help with programming e.g. bringing someone in to teach the children CPR, bringing the helicopter, etc. Mayor Watts asked if lunch is provided to the children. Mrs. Martin stated they would love to be able to do this but do not have the money. Mrs. Martin stated the children pack their lunch, and they have food they keep at the Center for children who do not have the means to bring their lunch. Mrs. Martin stated they try to treat the children once a week with pizza, etc. with discounts they get. Mrs. Martin stated the Concerned Citizens have applied for various grants for the Community Center but they are turned down because they do not have an established after-school program. The Organization would like to have a computer lab to help with homework. The organization cannot afford to heat the building or pay the electric bill, with electric bills about \$400 per month. Councilor Aaron Britton asked Mrs. Martin if she would like to have \$2,419 for heat added to the \$3,000 they are requesting and Mrs. Martin stated yes please. Mrs. Martin stated they also have about ten (10) college volunteers come every March to help anyone in the community. Mrs. Martin stated they have been coming for about eight (8) years. The organization stated the building needs a new roof. Mrs. Martin stated the building is for everyone in the community and everyone is welcome. Councilor Britton asked if the Community Center is still considered an evacuation center for Glasgow. Mrs. Martin stated it is. Mayor Watts asked how many acres are behind the building. Councilor Britton stated about eight (8) acres. Mrs. Martin stated they had new doors donated to them from Lowe's, which have been installed. Connie Rosser-Robinson stated the Concerned Citizens do membership drives every year for \$20 per year and anyone interested can contact her, Mrs. Martin, or Joyce Carter. Mrs. Martin stated they contacted Natural Bridge Heating and Air about a heat pump and it was recommended to put individual units in each room.

- B. Rockbridge Area Recreation Organization (RARO). John "Rocky" Trudgeon stated RARO loves using Knick Field. Mr. Trudgeon stated they also use fields in Buena Vista and Lexington. Mr. Trudgeon stated there are about 1,500 children per year that comes through the program. Mr. Trudgeon stated there are teams from each area, and RARO would be happy to work on the field e.g. lining and dragging for softball/baseball, etc. Mr. Trudgeon stated RARO is asking for \$600 toward a adjustable weight nail drag, which includes weights, to drag the fields. Mr. Trudgeon stated the program is run during the school year and they also have some programs during the summer. Mayor Shane Watts asked if transportation is provided. Mr. Trudgeon stated they do not provide transportation and that is why they try to centralize the games in the area where each team lives to cut down on transportation. Mr. Trudgeon stated they charge a small registration fee but fees are waived for any child who gets free/reduced lunches at school.
- C. Glasgow Garden Club. President Valerie Vaughn stated the Glasgow Garden Club has been working on a plan to renovate the Centennial Park. Mrs. Vaughn stated they have three (3) phases to the plan and depends on the money how long the project will take. The materials required are estimated to be \$10,000 for

mulch, landscape fabric, plant material and walkway installation. Mrs. Vaughn stated a 14'x16' pergola has been priced at \$1,700 from Lowe's, with a commitment of \$850 from Lowe's, leaving a balance of \$850 for the pergola. Mrs. Vaughn gave a Power Point presentation and had handouts for Council with the plans. Mrs. Vaughn stated the work will be done by club members and Town staff. Mrs. Vaughn stated the Town can help with the labor Monday – Friday, and with the large equipment. Mrs. Vaughn stated they are looking at grants they can apply to.

Mayor Watts stated the Town Council Budget Work Session is concluded.

Minutes of Town Council Meeting
February 11, 2020
 Glasgow Public Library

Council Members Present: Barrett McFaddin, Andrea Bradley, Sonny Williams, Andy Ryan, Aaron Britton

Also Present: Mayor Shane Watts, Town Manager Eric Pollitt, Sr. Admin. Asst. Jane Higginbotham, Police Chief Angel Poole, Public Works Chris Flint

Guests Present: Katie Doar with the News-Gazette, Reese McClanahan, Rockbridge County Director of Community Development Sam Crickenberger, Attorney Grace Crickenberger of Natkin & Crickenberger, P.C., Sallie Tompkins, Roger Funkhouser, Tonita Rogers, Barbara Rosser, Connie Robinson, Lynda Miller, Dr. Jay Sailer, Dr. Jane Sailer, Boyd Walker, Carolyn Bradley, Tonya McFaddin, Dan Dickman with Edward Jones Investments, Larry Mayo with Glasgow Rescue Squad, John “Rocky” Trudgeon with Rockbridge Area Recreation Organization (RARO), India Martin, Teresa Watson, Joyce Wyche Carter, and the Glasgow Garden Club members President Valerie Vaughn, Elaine Massie, Jane Vaughn, Carol Davis, Doris Wright, Denise Gorsky, and Garnett Tass.

Mayor Shane Watts called the meeting to order at 7:02 PM.

Mayor Watts stated Town Attorney Tom Simons gave his resignation as Town Attorney in January, effective immediately. Mayor Watts stated the decision was mutual and amicable. Mayor Watts stated Council will appoint a new Town Attorney tonight. Mayor Watts stated Council met to discuss other law firms and received three (3) responses. Mayor Watts stated Council offered the position to Natkin and Crickenberger, PC, with Grace Crickenberger being the primary attorney.

Motion by Aaron Britton and **Seconded** by Andy Ryan to appoint Natkin and Crickenberger, PC with Grace Crickenberger as the primary attorney for the Town of Glasgow.

Voice Vote as follows:

S. Williams – Yes

A. Ryan – Yes

A. Britton - Yes

A. Bradley – Yes

B. McFaddin – Yes

Motion Carried with unanimous voice vote.

Mayor Watts congratulated Ms. Crickenberger and asked her if she would like to speak. Ms. Crickenberger stated she is honored and pleased to be the new Town Attorney for the Town of Glasgow and looks forward to learning about a new part of the law dealing with local governments. Mayor Watts stated Ms. Crickenberger will be at the March 10, 2020 Town Council meeting.

Presentations

- A. P.O.W. Flag. Mr. Boyd Walker stated he buys a lot of flags and is happy to present a new P.O.W. flag to the Town of Glasgow. Mr. Walker stated if anyone ever needs a new flag, he would be happy to buy a new one for them.
- B. Lynda Miller. Mrs. Lynda Miller stated in 1995, the Town of Glasgow was nominated and received the Historical District designation. Mrs. Miller stated the historical business district includes a variety of residential and commercial buildings and churches dating from the 1820's to the 1920's. Mrs. Miller stated the Town met all the criteria for the designation, and Glasgow was listed on the National Register of Historic Places in 1995. Mrs. Miller stated this should help the Town as they proceed with the Virginia CDBG Grant for Business District Revitalization.
- C. Glasgow Fire Department. Not present.
- D. Glasgow Rescue Squad. President Larry Mayo gave an annual report for the Glasgow Rescue Squad. These statistics included number of calls answered and other related information. Mr. Mayo stated the Rescue Squad also assisted with the distribution of Christmas boxes, sponsored annual Christmas parade, and purchased a new ambulance. Joyce Carter asked why the rescue squad does not answer calls at night. Mr. Mayo stated they do answer calls at night. Mr. Mayor stated they have volunteers the night and paid personnel during daylight hours. Mr. Mayo stated if anyone is interested in having CPR taught to their organization to contact him and they can set it up.
- E. Glasgow Ruritans. Not present.

Public Hearing

Waiving Town's Right of First Refusal for Purchasing 730 McCulloch Street.

Mayor Shane Watts stated the Town had waived its rights of first refusal for purchasing 730 McCulloch Street, which is Maury River Family Practice. Mayor Watts stated both Drs. Jane and Jay Sailer are present tonight to inform Council on the selling of their building and practice to Augusta Health Care.

Dr. Jane Sailer stated she and Dr. Jay Sailer sold their building and Maury River Family Practice medical practice to Augusta Health Care. Dr. Jane Sailer stated Dr. Jay Sailer

will continue working for Carilion at Stonewall Jackson Hospital. Dr. Jane Sailer stated she will continue to run the practice in Glasgow. Dr. Jane Sailer stated Augusta will be bringing in doctors to add to the practice. Town Manager Eric Pollitt asked what the price was. Dr. Jane Sailer stated \$375,000 for the building and \$25,000 for the business, for a total of \$400,000.

Review of Minutes

Motion by Aaron Britton and **Seconded** by Andy Ryan to approve the minutes as presented for the January 14, 2020 Town Council Meeting.

Motion Carried unanimous voice vote.

Motion by Andy Ryan and **Seconded** by Sonny Williams to approve the minutes as presented for the Annual Town Council Retreat Minutes January 18, 2020.

Motion Carried unanimous voice vote.

Motion by Sonny Williams and **Seconded** by Andy Ryan to approve the minutes as presented for the Special Called Town Council Meeting January 30, 2020.

Motion Carried unanimous voice vote.

Reports and Updates

Committee/Commission/Staff Reports:

- A. **Police Report.** Chief Angel Poole stated she had ten (10) calls for service; 592 miles; four (4) citizen assists; served two (2) warrants/arrests/juvenile petitions for other departments; eight (8) traffic summons/parking tickets; eight (8) warnings; eight (9) business checks. Chief Poole stated she visited the preschool on February 4th and set up graduation for May 12th at the new pavilion at Locher Field. Chief Poole stated she started a monthly meeting with residents at Skyline Manor and her first meeting was on February 4th. Chief Poole spoke to them about senior scams. Chief Poole stated she will start working on inoperable vehicles when the weather breaks. Chief Poole stated the buzzards are an ongoing problem and her federal permit was recently renewed, allowing her to now dispose of 40, up from 20 from last year.
- B. **Parks and Recreations Committee.** Town Manager Eric Pollitt stated the Town is working with RARO on getting children signed up for sports. Town Manager Pollitt stated there are information sheets at Glasgow Town Hall regarding Spring sports available, and these information sheets went out to residents with the January water bill. Town Manager Pollitt stated the Parks and Recreation Committee's name has been changed to Community Development Committee. Mayor Shane Watts stated RARO is interested in maintaining Glasgow's ball fields.
- C. **Farmers Market.** Mayor Shane Watts stated he met with Ruritan President Beth Catala asking the Ruritans to again be volunteers for the Farmers Market. Town Manager Eric Pollitt stated a Farmers Market Manager will be appointed at the first Community Development Committee meeting, scheduled for March 4th at Town Hall.

- D. Public Works & Utilities. Town Manager Eric Pollitt stated Council has a copy of the Public Works and Utilities Report in their packet.

DPW

- Chris, Benny, and I went to 15th Street south of 130 to look at the Town road. It had roughly a 6 inch dip creating a curb going onto 130 due to the road not being treated for such a long period of time. Chris and Benny put down stone and flattened it for a smooth drive going onto 130.
- Chris did a great job plowing Tuesday during the snowstorm. I rode around with him for about 30 minutes in the dump truck. Chris cleaned the dump truck Friday.
- Chris and Benny picked up the materials for the Red Concession Stand at Locher Field Wednesday after Council's approval Tuesday night. Chris made a list of all the streetlights that were out and notified Dominion.
- The guys started replacing floor joists at the Red Concession stand and put up some 2x4 wall studs.
- The culverts along the train track were inspected and cleaned Friday the 24th before more heavy rain comes in this weekend.
- Chris and Benny have been working on the red concession stand building. They put in new flooring on the half of the building where it was needed. The siding facing rt. 130 was replaced as well with T1-11 siding. We are looking vinyl siding options to extend the life of the building and keep the cost of maintenance down.
- Chris and Angel visited the property with the commercial cooler that might be donated to the Town. It was in great shape. They turned it on and it got cold quick, so this appears to be a steal. We will be buying this for \$500 and installing it in the red concession stand.
- Friday the 31st I asked Chris and Benny to clean out the culverts on the north side of town because we expect large amounts of rain. There were a large amount of leaves and other junk piled up by the culverts which I had them remove to be proactive in preventing flooding.

PU

- Doug Hudgins from CHA came one afternoon early January to look at our Water Wells and Treatment Plant. We looked at the treatment plan first identifying needs in the processing system. Doug indicated the need for a bar screen into our 'intake' system. Currently a boxed cage is in place. Doug pointed out some infrastructure needs for our 'processing' system that will need to be addressed in the next 5-10 years. Doug stated he would do a cost benefit study of us switching from chlorine to UV Ray treatment which is a more modern method.
- The RAS Pump at the treatment plant had some mechanical issues this week. The manufacturer came out to look at the propeller on the pump. Jeff also informed me about the saving of the By-Pass pump through USDA-RD. It is

paying off for itself where it took 12-18 hours to pump 35,000 gallons where now it takes an hour.

- Jeff and I reviewed the Water and Sewer Fund Budgets. We had very similar numbers for revenue projects. We also discussed future needs at the wastewater treatment plant and in the water distribution system. He and I are confident we can get both funds to balance this upcoming cycle without raising rates on residents.
- We are in the process of purchasing the flow trackers through the USDA project. Those will take 6-8 weeks to come in.
- Then our engineer at CHA will come up with a final list of projects for the guys to work on.
- Jeff reported to me the higher than normal flow levels with rain but the improvements in the lines are noticeable.
- Jeff and I had a Manager's review for the laboratory, meeting state requirements.

E. Treasurer Report.

- a. Bills over \$500. Town Manager Eric Pollitt stated \$900 was paid to Bob Stripling for the Council Retreat, which was less than he quoted us for at \$1,000. Mr. Pollitt went on to discuss the positive feedback from all of the Councilmembers. Mayor Shane Watts stated the Retreat was very beneficial to him.
- b. Council Contingency Report. Town Manager Pollitt stated Council has a summary of the year-to-date expenses of the Council Contingency line item for FY 2020 in their packet.

F. Planning Commission. Town Manager Eric Pollitt stated Council has a copy of the draft minutes from January 22, 2020 in their packet. Town Manager Pollitt stated the Town is working on the area known as the horseshoe pits on 8th and Gordon Street, to make it a public park. The Planning Commission will not meet in February, but will meet again March 18, 2020 @ Town Hall. Town Manager Pollitt stated the Planning Commission is working very well together as a team. One of Town Council's goals for this year is to revise and update the Town Charter and its Ordinances. Town Manager Pollitt discussed the Planning Commission's next steps will be to work on updating the trash and grass ordinance in March, followed by updating the Code and Charter.

G. Town Manager Report.

1. Council Retreat. Town Manager Eric Pollitt stated the Council Retreat was very beneficial to everyone who attended. Council and staff talked about how they could apply what they learned in better defining the roles of the mayor, council, staff and citizens as a part of reaching a cooperative model for future projects. Town Manager Pollitt stated the mayor, council and staff also reviewed town finances, the Capital Improvement Program (CIP), and several current and potential issues facing the Town. The mayor and council discussed how best to set priorities for the coming year and developed a preliminary list of priorities.
 - Council ranked the following as the top five (5) priorities:

- 1st – Updating of Charter and high grass ordinance
 - 2nd – New town hall advisory committee
 - 3rd – Water and sewer fund long-term financial sustainability
 - 4th – Develop and acquire more park land
 - 5th – Delinquent taxes: reach 90% collection of Real and Personal Property taxes. Also implement delinquent tax programs DVM Stop and Debt Set-Off.
2. Council Contingency Report. Town Manager Eric Pollitt stated Council has a copy of the 2020 Meetings Calendar in their packet. Town Manager Pollitt stated this calendar includes all Council meetings, budget workshops, and committee/commission meetings for 2020. Town Manager Pollitt stated this calendar will also be published in the News-Gazette. Town Manager Pollitt stated all work sessions are open to the public.

Old Business Updates

- A. Community Development Block Grant Planning Grant Update. Town Manager Eric Pollitt stated the initial activities required for the first step have been submitted to the VA Department of Housing and Community Development. Town Manager Pollitt stated Council has a copy of the Glasgow Business Inventory Survey in their packet. We should hear back from the State by the end of February if the Town can proceed to the next step. Town Manager Pollitt indicated once he receives approval to proceed, the Project Management Team will start meeting again the 4th Thursday of each month for the next 12-18 months 6:30pm at Scotto's.
- B. VDOT Multi-Purpose Trail. Mayor Shane Watts stated not everyone is in agreement on this project, but whether Council decides to continue with it or pull out, the Town made a commitment and will have to pay either way. Town Manager Eric Pollitt stated this project has been going on for several years and a final decision needs to be made to continue with the project or not. Town Manager Pollitt stated his recommendation is to put the project back out to bid and to bid for a longer period of time. Town Manager Pollitt stated current expenditures for the project are \$82,8702.42, of which the Town has paid \$16,650.48 (20%). Town Manager Pollitt stated if Council decides to cancel the project, the Town is responsible for payback of \$66,406.16, the remaining 80%. If Council decides to go ahead with the project, the \$64,406.16 is the total match. Town Manager Pollitt stated that includes the \$16,560 already spent, so the Town would only have to pay an additional \$48,359 of match moving forward based on current allocations. If the Town was to award the bid to Inland Construction, and received additional TA funds to cover the increased costs, the local match would only increase an additional \$7,000 roughly. This would still be below the \$82,000 roughly. Town Manager Pollitt stated if the Town was able to get additional TA funding to bring the allocations up from \$324,597 to \$400,000, the local match would still only be \$80,000 – below the amount the Town would pay to cancel the project.

Public Comment (Comments are limited to no longer than three (3) minutes per person up to 30 minutes total for the period.)

Mayor Shane Watts stated Council will not respond to public comments made.

- A. Boyd Walker. Mr. Walker stated the Mayor hit the deck running. The Town Manager is doing a great job and to keep up the good work. There have been 5-6 drug busts in the Town of Glasgow in the last year. Mr. Walker stated Glasgow needs a full-time police chief living in Town.
- B. Connie Robinson. Mrs. Robinson stated she lives at 1507 Anderson Street. Mrs. Robinson stated the water meters are not running well and thinks Council should reevaluate using them. Mrs. Robinson stated the alleys are in bad shape from the work done on the sewer rehab project.
- C. Vera Thurman. Ms. Thurman stated she lives at 413 Pocahontas Street. Ms. Thurman asked if there is an ordinance on dog kennels and asked how many dogs are allowed at a residence.

Action Items

Old Business

- A. Organizational Restructuring/Committee Creations/Appointments.
 - 1. Planning Commission. Town Manager Eric Pollitt stated the Planning Commission meets once a month and terms are 5-year staggered terms. Town Manager Pollitt stated Reese McClanahan's term expired 12/31/2019 and has agreed to continue serving on the Planning Commission. Other current members of the Planning Commission are Bobby Hinkle, Tommy Camden, Aaron Britton, Moreland Diamond.
Motion by Sonny Williams and **Seconded** by Andy Ryan to reappoint Reese McClanahan to the Planning Commission, with a 5-year term expiring 12/31/2024.
Motion Carried unanimous voice vote.
 - 2. Community Development Committee. Town Manager Pollitt stated this used to be the Parks and Recreation Committee. Town Manager Pollitt stated the Community Development Committee will work with other organizations e.g. Ruritans, the Farmers Market, RARO, etc. on the Town's concert series and other events to be held during the year. Town Manager Pollitt stated this committee meets once a month and has five (5) members with 2-year staggered terms. Town Manager Pollitt stated currently agreeing to serve on the Community Development Committee are Tonya McFaddin, Carolyn Bradley, Andrea Bradley, Deborah Farina, Brandy Flint, with Town staff and the Mayor as ex-officio members.
Motion by Barrett McFaddin and **Seconded** by Aaron Britton to accept the Community Development Committee as a new committee, replacing the Parks and Recreation Committee, and approving the above mentioned as members with 2-year staggered terms.
Motion Carried unanimous voice vote.

3. Public Works & Utilities Committee. Town Manager Pollitt stated this is a new committee formed to review and make recommendations to the Town Manager and Council on public work matters and will meet quarterly. Town Manager Pollitt stated this committee has three (3) members – two (2) Council members and one (1) citizen-at-large. Town Manager Pollitt stated Sonny Williams and Andy Ryan have agreed to serve on this committee representing Council, and the Mayor is currently looking for a citizen-at-large.
Motion by Barrett McFaddin and **Seconded** by Sonny Williams to approve the creation of the new Public Works & Utilities Committee with the above named to serve on the committee, with a citizen-at-large to be named.
Motion Carried unanimous voice vote.
4. Public Safety Committee. Town Manager Pollitt stated this is a new committee formed to act as an advisory body to the leadership of the fire and rescue and emergency services, and to advise the Town Manager and Council what is in the best interest of the community. Town Manager Pollitt stated this committee has five (5) members – two (2) Council members with public safety experience, one (1) Town Staff with same, and one (1) representative from the Glasgow Fire Department and one (1) representative from the Glasgow Rescue Squad, and will meet quarterly. Town Manager Pollitt stated Barrett McFaddin and Aaron Britton have agreed to serve on this committee representing Council, Police Chief Angel Poole will represent Town staff, and one (1) representative each from the Glasgow Rescue Squad and the Glasgow Fire Department will be appointed.
Motion by Andy Ryan and **Seconded** by Andrea Bradley approve the creation of the new Public Safety Committee with the above named to serve on the committee, with one (1) representative from the Glasgow Rescue Squad and one (1) representative from the Glasgow Fire Department to be appointed.
Motion Carried unanimous voice vote.
5. Ad-Hoc Glasgow Town Hall Advisory Committee. Town Manager Pollitt stated this is a temporary committee consisting of five (5) members – two (2) Council members, two (2) Planning Commission members, and one (1) citizen-at-large, meeting monthly to begin exploring whether to restructure the current Town Hall, build a new one, relocate, or to keep the current Town Hall as it is, and to advise Town Council as to what is in the best overall interest of the Town. Town Manager Pollitt stated there is money in the CIP Plan, this can be included in the CDBG Business District Revitalization Grant, and there are other federal and state grants that can be applied for. Town Manager Pollitt stated the Committee has been given a deadline of 12/31/2020 to come up with a recommendation for Council. Town Manager Pollitt stated Barrett McFaddin and Sonny Williams have agreed to serve on this committee representing Council, Aaron Britton and Reese McClanahan have agreed to serve representing the Planning Commission, and Boyd Walker has agreed to serve as the citizen-at-large.
Motion by Andy Ryan and **Seconded** by Andrea Bradley to approve the creation of a temporary Ad-Hoc Town Hall Advisory Committee with the above named to serve on the committee.

Motion Carried unanimous voice vote.

New Business

- A. Financial Policies. Town Manager Eric Pollitt stated the Finance Committee reviewed the drafted financial policies and Council has a copy in their packet. Town Manager Pollitt stated they unanimously recommend Council adopt these policies as presented.

Motion by Aaron Britton and **Seconded** by Sonny Williams to accept the Financial Policies as presented.

Motion Carried unanimous voice vote.

- B. Waiving Town's Right of First Refusal for Purchasing 730 McCulloch Street. Town Manager Pollitt stated a Public Hearing was held earlier regarding the Town having first option to purchase the building and business known as Maury River Family Practice at \$400,000 and all of the terms of the contract, but Council can waive this right if they so choose.

Motion by Andy Ryan and **Seconded** by Andrea Bradley for the Town of Glasgow to waive the right to purchase of 730 McCulloch Street (known as Maury River Family Practice) and the terms of the contract effective immediately.

Voice Vote as follows:

S. Williams – Yes

A. Ryan – Yes

A. Britton - Yes

A. Bradley – Yes

B. McFaddin – Yes

Motion Carried with unanimous voice vote.

Public Hearing

Continuation of VDOT Multi-Purpose Trail Project. Town Manager Eric Pollitt stated after closing of the Public Hearing, new additional business can be brought up to take action on for this project.

- A. Boyd Walker. Mr. Walker stated the hiker shelter was supposed to be temporary, and there have been problems there. Mr. Walker said money should be spent on something else besides a sidewalk.
- B. Lynda Miller. Mrs. Miller asked if any money is coming from Rockbridge County for this project. Mayor Shane Watts stated they gave the Town money toward the new pavilion, not for this project. Mayor Watts stated the bid initially received was \$125,000 over budget and that it would be cheaper to go ahead with the project and rebid.
- C. Roger Funkhouser. Mr. Funkhouser stated the Town has already paid \$16,000 and it is only about \$7,000 more than originally talked about and he thinks the Town should proceed with the project.

D. Lynda Miller. Mrs. Miller stated she thinks Council should proceed with the VDOT multi-purpose trail because the Town is going to have to pay either way and if they pull out of the project, they will have to pay \$66,406 and nothing to show for it.

Motion by Aaron Britton and **Seconded** by Andy Ryan to continue with the VDOT Multi-Purpose Trail Project and put the project back out to bid.

Voice Vote as follows:

S. Williams – Yes

A. Ryan – Yes

A. Britton - Yes

A. Bradley – Yes

B. McFaddin – No

Motion Carried with majority four (4) affirmative votes to one (1) no vote.

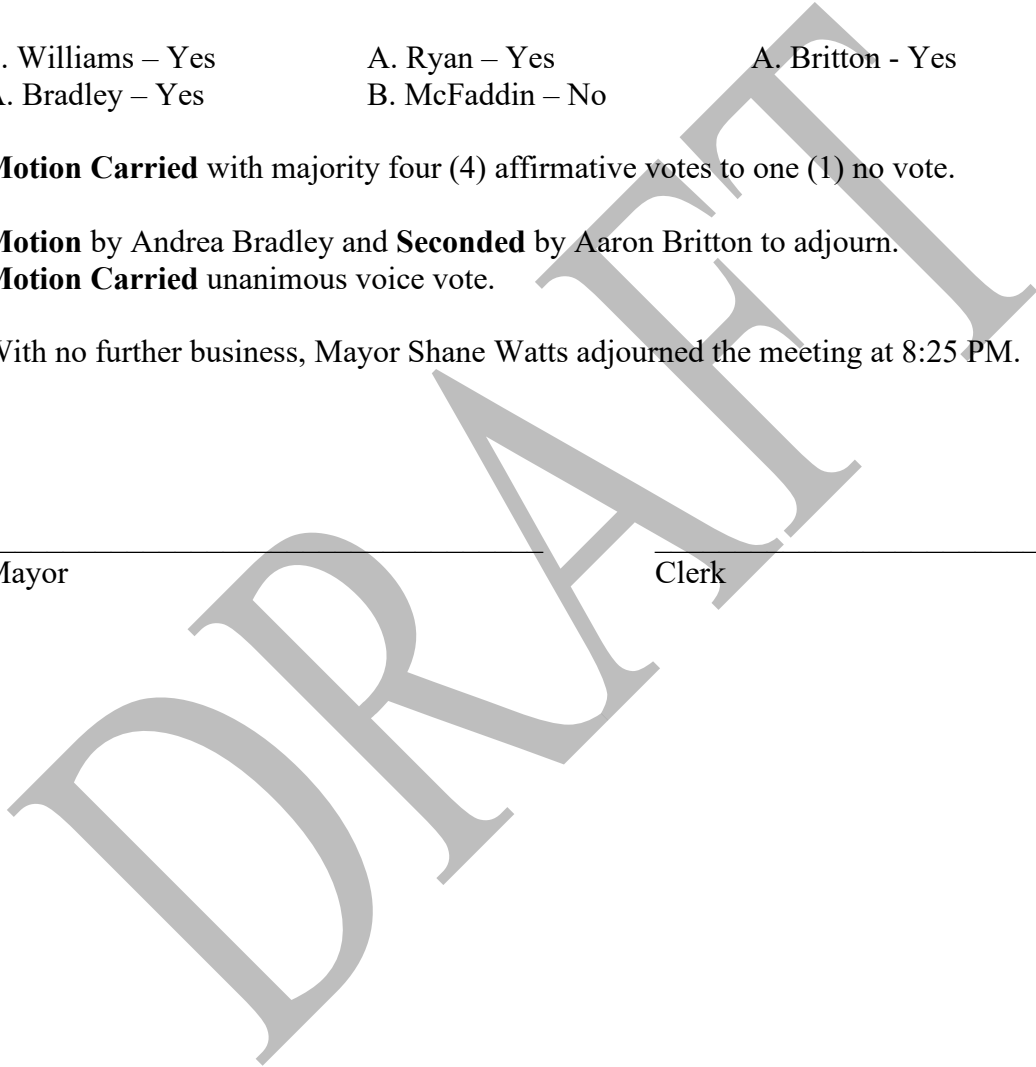
Motion by Andrea Bradley and **Seconded** by Aaron Britton to adjourn.

Motion Carried unanimous voice vote.

With no further business, Mayor Shane Watts adjourned the meeting at 8:25 PM.

Mayor

Clerk





TOWN OF GLASGOW, VIRGINIA



MEMORANDUM

Malcolm “Shane” Watts
Mayor, 2021

Town Council:
Andrea Bradley, 2021
Barrett McFaddin, 2021
Aaron Britton, 2020
Andy Ryan, 2020
Sonny Williams, 2020

Eric Pollitt
Town Manager
epollitt@glasgowvirginia.org

Jane Higginbotham
Sr. Administrative Assistant
jhigginbotham@glasgowvirginia.org

Grace Crickenberger
Town Attorney

Angel Poole
Chief of Police
apoole@glasgowvirginia.org

Jeff Rankin
Wastewater Operations
jrankin@glasgowvirginia.org

Chris Flint
Public Works
cflint@glasgowvirginia.org

Date: February 25th, 2020

From: Eric Pollitt – Town Manager

To: Mayor & Council

Subject: FY 2021 Budget Workshop

CC: Staff

Dear Mayor & Council,

This memorandum is my summary of the FY 2021 Budget Workshop for the February 25th, 2020 Council Meeting. The first section is a summary of the presentation, followed by the second section which has questions from Council.

I. Town Manager’s Fiscal Year 2021 Recommended Budget

- The Town of Glasgow has 3 funds which is operates out of: The *General Fund*, *Water Fund*, and *Sewer Fund*. Each fund provides unique services to residents, business owners, and visitors.

General Fund

- Revenue - The *General Fund* operates primarily based on taxing authority granted from its charter which is recognized by the Commonwealth of Virginia.
- The Towns 4 largest sources of revenue are: Real Estate Taxes, Personal Property / Machine & Tools (M&T) Taxes, Sales Taxes, Meals Taxes. These 4 sources make up over 55% of our revenue in FY 2021’s Budget.
- Expenses – As a Chartered Town in Virginia, we have certain obligations we must make that residents pay for through their Town taxes such as: public property, streets, parks, trash pickup, and law & code enforcement.

Water Fund

- Revenue - The *Water Fund* operates based on its charges for services to customers as a Business-Type-Activity. In Glasgow, almost 75% of its customers are in-town residents.
- Expense – As an enterprise fund with debt obligations, there are 4 categories of expenditures: Personnel, Operations, Debt Service, and Capital Expenses.



TOWN OF GLASGOW, VIRGINIA



- The largest cost driver by far for the *Water Fund* is its debt obligations to our loan agency at 56% to the Virginia Resource Authority. The *Water Fund* pays a little more than \$162,500 a year in debt obligations.

Sewer Fund

- **Revenue** - The *Sewer Fund* operates based on its charges for services to customers as a Business-Type-Activity as well. Like the *Water Fund* where a vast majority of its revenue comes from residents at 65%.
- The other primary source of revenue is waste from sources outside the wastewater collection system, known as septage. This stream of revenue makes up 22% of the *Sewer Funds*' sources of revenue. The primary sources of septage are Hamilton, Humphreys, C&S, and Rockbridge PSA.
- **Expenses** - Over 80% of the costs for the *Sewer Fund* are from its Personnel at 39% and Operations at 42%. This is a little more than \$225,500 a year. This means sewer plants are expensive to run because of the staffing requirements that come with it and equipment necessary to process wastewater.

Method of Budget Development

Revenue Projections

- At the end of November, I took the average of 5 periods (July - November) and multiplied it out for 12 periods. These projections were provided at the January 2020 Council Meeting.
- I did this for last year FY19 and this year FY20 to compare how close this projection model was to the actuals for FY19. Many were very close or higher, so I applied the same principal to FY20's actuals.
- For Real and Personal Property Taxes, I took the amount we billed out for each set of taxes and projected an 87% collection rate for Real Property and 90% collection for Personal / M&T taxes.
- In FY18 we collected 84% of our Real Property taxes, and this year we are at 87% so far for collections.
- Water and Sewer numbers are based off of Jeff's recommendations and my projections, with the goal to be realistic of what amount of money coming in next year and not grossly over or under estimate.

Department Head Requests

- Department templates were sent out to staff for the following budgets: Police, Trash, Buildings & Grounds, Parks & Rec., Water, and Sewer.
- Staff was instructed to request what they needed in the Blue Baseline column and what they wanted next year if I could provide it in the Red Baseline + column.

Town Manager Recommendations

- I did my best to build this budget from the ground up with the zero based budget approach.
- My recommendations for next year are based on expenditure trends this year and what departments requested, meeting our operational and contractual needs while improving efficiency.
- The recommendations are based on what is realistic for what we have spent so far in FY20 and what was spent in FY19 and FY18.
- The detail costs column helps explain what the line item is used for in a department.



TOWN OF GLASGOW, VIRGINIA



2 by 2s with Council & Mayor

- Once the recommendations were developed, I met with the Mayor & Council members either individually or in groups of 2 to review my recommendations for feedback.
- Minor tweaks were made based on feedback from Council.

Differences Between This Year and Last

General Fund

- The Community Development Committee will be responsible for meeting our fundraising goal of \$7,500 for our first annual concert series 'Rockin the Gorge' this coming year.
- We made over \$800 from one concert last year which is a net number including beer sales.
- The new Town Attorney will be roughly \$4,000 more at \$150 an hour. Council does not have to use all the budgeted monies on the attorney since she bills the Town hourly and not a flat rate like before.
- Council contingency went down from \$26,774 to \$7,500 which still meets our financial policy recommendations. A majority of these funds went to starting a Capital Reserve Maintenance Fund (CRMF) program for the *General Fund* which will fund small projects and be used to replace equipment in town.

Water & Sewer

- I evaluated the personnel cost allocation for each employee and tweaked employees whose costs are allocated to both funds in a manner which balances the funds fairly allowing enough money to operate efficiently, meet our debt obligations, while still putting money aside for capital replacement and future projects.
- The *Sewer Fund* is now paying the Town's *Water Fund* for its water consumption which is used to meet its DEQ requirements. The *Sewer Fund* is projected to pay the *Water Fund* \$40,235 next year. This is based off what the *Sewer Fund* would have paid *Water Fund* in FY19 if this policy was applied.

Major Policy Initiatives and Projects

- i. New Town Attorney with a new perspective on updating ordinances and approaches to legal matters;
- ii. Starting a Capital Reserve Maintenance Fund (CRMF) program for the *General Fund* including recommendations for ADA accessible bathrooms at the Farmer's Market and Hiker's Shelter;
- iii. Contracting of services with our regional planning district for staff support in updating our Comprehensive Plan which is in line with Council Retreat Goals;
- iv. Farmer's Market Manager and money in the budget for one big event for the market;
- v. Canceling the continuance of picking up and hauling off of large trash items not included in weekly pick up, **with the exception of brush**. If Council wants to continue to pay for this service it will need to increase the trash rate from \$4.50 a month to \$9.00 a month;



TOWN OF GLASGOW, VIRGINIA



- vi. Reduction of equipment & vehicle repair costs with creation of Public Works and Utilities Committee;
- vii. Hosting first ever concert series 'Rockin the Gorge' from May until October estimating \$7,500 total or \$1,500 per event;
- viii. Reducing redundant aid to the regional library system since residents pay for the system through Town taxes, eliminating electrical costs and an annual donation, both of which are much more generous than any other Town of our size provides to their regional library.
- ix. Annually evaluating the personnel cost allocation of employees between the 3 funds;
- x. The *Sewer Fund* paying the Town's *Water Fund* for its water consumption.

II. Questions & Comments from Council

- Andy Ryan – This is the first time we have had the budget explained to us in a way it makes sense, so I don't think we have many questions.
- Town Manager – What happens if we receive a rate increase from VACORP, health insurance, or VRS?
- Consensus among Council was to use contingency for that scenario.
- Large Brush and Trash – There was unanimous agreement to not go up on the trash rate to cover the costs of the pick up of large brush and trash. Council gave direction to the Town Manager to look into possible methods of how to continue to provide the service and charge residents. The Town Manager said he would contact other colleagues in the field to see what they do if they provide this service. A report will be given at the next workshop in March. The consensus was if we could not find a way to provide the service by charges and fees we would forge it.
- The discussion shifted to the Capital Improvement Plan
- Ipads – Council as a whole liked the idea of getting ipads or tables from another manufacturer to help cut down on paper costs for Council Packets. The Town Manager said the construction durable ipads would cost more than \$5,000 for everyone. He would look at other options and see what is available. If a cheaper option was found it would be purchased with a user agreement in case of damagers. Council concurred.
- Mower – Andy Ryan stated he wasn't completely against getting a new mower. To Town Manager Pollitt's knowledge, the Faris zero-turn was still running after it was repaired by Councilman Ryan. Consensus from Council was to run the current mower until it was no longer usable or worth repairing then purchasing a new mower as needed.
- Dumpsters – Council did not see the need for dumpsters since no longer doing pick up.
- Councilman Williams and Ryan stated the need to start planning to purchase land and suggested the Town start to put money away each year for it.
- There was one citizen in attendance. The Mayor stated residents could comment on the budget at the April Public Hearing before voting on it. The Town Manager also stated residents could email their elected officials or the Town Manager about the budget.



GLASGOW, VA WASTEWATER PLANT
Gate Access System Scope and Estimate
2/11/2020
Ver 1.0

Smart Design is pleased to provide a proposal to include engineering services to design, fabricate, and install a cellular video, call button, and pass code system for the gate of Glasgow Wastewater plant.

The system will be powered by a 120V receptacle by others inside the brick building next to the gate. The system will allow control of the gate operator via the vandal resistant keypad or by the smartphone app included.

PROPOSED HARDWARE:

Basic System:

- Cellgate Access controller – Verizon Cellular with integral camera and keypad with voice dial.
- Sliding gate electromechanical lock mechanism designed to stay locked when power is off, included options: key cylinder for manual lock/unlock, gate open or closed feedback, and sliding gate hardware
- 2A 12VDC plug in transformer (plugs into standard 120V receptacle inside brick building)



OVERALL SUMMARY:

Basic System:

Cellgate Watchman W410 access control system Features:

- Verizon cellular service (antenna built into enclosure)
- Gate can be controlled via pin numbers from keypad or smartphone app
- Up to 1500 access codes
- All transactions and photos stored on TrueCloud portal
- Cameras take photos on access attempts and on demand
- One touch intercom feature can call up to 9 telephone numbers in 3 tiers
- Open gate notification



Smart Design

Contracting & Consulting, Inc
Industrial Automation Specialists

- TrueCloud web portal for administration
- No software required (free app on smartphone)
- More see brochure next page

Electromechanical Gate Lock Features:

- 2000Lbs holding force
- Automatic dual voltage
- Manual Key override
- Tamper resistant cast housing
- Open gate feedback switch

ASSUMPTIONS:

- Good Verizon cellular signal to unit (checked on site and it was full bars)
- Glasgow to hire an electrician to run conduit from brick building to Cellgate housing and from Cellgate housing to lock (if Cellgate is mounted to the left of the gate)
- Glasgow to hire electrician to install 120V receptacle inside of brick building if one does not already exist.
- Can mount Cellgate to fence or pole right or left side of gate
- Glasgow Wastewater will assume monthly cloud fees

INCLUSIONS:

- Hardware as described above
- 1 day install/startup/commissioning of new system
- Cloud service setup fee
- First month camera access
- Training of system to operators

EXCLUSIONS:

- Anything not described here within this document
- Electrician conduit and 120V receptacle work as described above
- Monthly access fees



Smart Design
 Contracting & Consulting, Inc
 Industrial Automation Specialists



**Industrial Automation
 Specialists**

ESTIMATE

3201 North Fork Farms Rd
 Blacksburg, VA 24060
 P / 540.537.3497
 E / mike.smartdesign@gmail.com

ESTIMATE NO. 21120
 DATE February 11, 2020

TO Jeff Rankin
 Water/Wastewater Operations
 PO Box 326
 Glasgow, VA 24555

SALESPERSON	JOB	PAYMENT TERMS	EXP DATE
MIKE URBAN	Gate Access System	50% with PO, 50% upon Installation	30 days

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Access control system with integral vandal proof keypad, video monitor, and call button. Allow multiple pin numbers to be used and determine times/days that can be used. Verizon cellular communication to the cloud with smartphone app. Includes magnetic gate lock with feedback and installation of access device and lock. *Does not include cellular monthly access plan see below **Does not include conduit by others	\$3,752.00	\$3,752.00
1.00	Business monthly access plan for no pictures *payable directly to Cellgate for their service	\$39.95	\$39.95
1.00	Business monthly access plan with pictures and video *payable directly to Cellgate for their service	\$49.95	\$49.95

Quotation prepared by: _____ MIKE URBAN _____

This is a quotation on the goods named, subject to the conditions noted above:

Exclusions: See Exclusions in Gate Video Intercom System Scope and Estimate dated 2/11/2020 Ver 1.0

SUBTOTAL	\$3,841.90
SALES TAX	
TOTAL	\$3,841.90

To accept this quotation, sign here and return:



THANK YOU FOR YOUR BUSINESS!

This offer and all of the goods and sales of Smart Design Contracting and Consulting, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Smart Design Contracting and Consulting, Inc. This proposal and any contract resulting therefrom shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to any conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are one-and-a-half percent (1.5%) per month and will apply only on any past-due balance. Smart Design Contracting and Consulting, Inc., does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of Smart Design Contracting and Consulting, Inc.

DURATION OF QUOTATION

This proposal of Smart Design Contracting and Consulting, Inc. shall in no event be effective more than thirty (30) days from the date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege, or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Smart Design Contracting and Consulting, Inc. is required by any taxing authority to collect or to pay any such tax, duty, or fee, the Buyer shall be separately billed at such time for the amounts Smart Design Contracting and Consulting, Inc., is required to pay.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Smart Design Contracting and Consulting, Inc., or Smart Design Contracting and Consulting, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Smart Design Contracting and Consulting, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Smart Design Contracting and Consulting, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION; VENUE; FEE-SHIFTING

No action shall be brought against Smart Design Contracting and Consulting, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof and, in no event, unless the Buyer shall first have given written notice to Smart Design Contracting and Consulting, Inc. of any claim of breach of contract within thirty (30) days after the discovery thereof. Venue for any such claim or action shall be in Montgomery County, Virginia. In the event of a claim or action arising out of this contract, the prevailing party shall be entitled to recover its costs, expenses, and fees in association therewith, including reasonable attorneys' fees.

SEVERABILITY

If any provision or provisions contained herein shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, shall modify the terms contained herein except by written consent of Smart Design Consulting and Contracting, Inc., nor may such acceptance be cancelled except by prior payment to Smart Design and Contracting, Inc., the following sums as liquidated damages therefor: a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials, and any charges incurred by Smart Design Contracting and Consulting, Inc. to suppliers for cancellation. Upon receipt of written Notice of Intent to Cancel from Buyer, Smart Design Contracting and Consulting, Inc. shall, within five (5) days of receipt thereof, furnish Buyer an itemized statement of such liquidated damages.



Smart Design
Contracting & Consulting, Inc
Industrial Automation Specialists

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information, and know-how disclosed by Smart Design Contracting and Consulting, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, and shall remain the property of Smart Design Contracting and Consulting, Inc. and shall not be disclosed to or otherwise used to the disadvantage or detriment of Smart Design Contracting and Consulting, Inc. in any manner.

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Smart Design Contracting and Consulting, Inc., shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Smart Design Contracting and Consulting, Inc. conform to this proposal. In the event any such third party requires modifications to this proposal prior to the approval thereof, Smart Design Contracting and Consulting, Inc., may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Smart Design Contracting and Consulting, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Smart Design Contracting and Consulting, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Smart Design Contracting and Consulting, Inc., conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Smart Design Contracting and Consulting, Inc., from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requires of this proposal as approved by a third party.

WARRANTY; LIMITATION OF LIABILITY; DISCLAIMER

In return for purchase and full payment for Smart Design Contracting and Consulting, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of twelve (12) months from the date of delivery. Software Programming is warranted to be free from defects under normal conditions and use for a period of three (3) months from the date of delivery.

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing any part or parts returned to our Blacksburg, Virginia location with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to Smart Design Contracting and Consulting, Inc., Buyer shall notify Smart Design Contracting and Consulting, Inc. of claimed defect, and Smart Design Contracting and Consulting, Inc. shall have the privilege of examining the goods at Buyer's place of business or where the goods have otherwise been placed in service. In this event this examination discloses no defect, Buyer shall have no authority to return the goods or parts for further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Blacksburg, Virginia. In the case of Software Programming, our obligation under this warranty is expressly and exclusively limited to correcting any programming issues or bugs. Such correction will occur remotely by patching into the affected system. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated, or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence, or accident. This warranty and any warranty and guarantee of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Smart Design Contracting and Consulting, Inc., is modified or altered without the written approval of Smart Design Contracting and Consulting, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITY AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL SMART DESIGN CONSULTING AND CONTRACTING, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL



Smart Design
 Contracting & Consulting, Inc
 Industrial Automation Specialists

DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: SMART DESIGN CONTRACTING AND CONSULTING, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Smart Design Contracting and Consulting, Inc. at their office in Blacksburg, Virginia. Please acknowledge acceptance by signing the proposal and returning it to Smart Design Contracting and Consulting, Inc.

Accepted by: _____
 Company: _____
 By: _____ Date: _____

Offer Respectfully Submitted,
Mike Urban III
 Michael Urban, III, President
 Smart Design Contracting and Consulting, Inc.



TOWN OF GLASGOW, VIRGINIA



MEMORANDUM COUNCIL CONTINGENCY

Malcolm "Shane" Watts
Mayor

Date: March 10th, 2020

From: Eric Pollitt – Town Manager

To: Mayor & Council

Subject: Council Contingency

CC: Jane Higginbotham

Town Council:

Andrea Bradley, 2022

Barrett McFaddin, 2022

Aaron Britton, 2021

Andy Ryan, 2021

Sonny Williams, 2021

Below is a summary of the year-to-date expenses out of your Council Contingency line item for Fiscal Year 2020.

Eric Pollitt
Town Manager
epollitt@glasgowvirginia.org

Jane Higginbotham
Sr. Administrative Assistant
jhigginbotham@glasgowvirginia.org

Grace Crickenberger
Town Attorney

Starting Balance	\$26,744
Council 6.11.2019 - Mosquito Authority	\$5,000
Council 9.10.2019 - Lowe's Trailer	\$2,120
Council 9.10.2019 - Town Manager One-Time Moving Expenses	\$640
Council 10.8.2019 - Council Retreat	\$1,000
Council 1.14.20200 - Red Concession Stand	\$1,500
Remaining Balance	\$16,484

Angel Poole
Chief of Police
apoole@glasgowvirginia.org

Jeff Rankin
Wastewater Operations
jrankin@glasgowvirginia.org

Chris Flint
Public Works
cflint@glasgowvirginia.org

TOWN OF GLASGOW EMPLOYMENT AGREEMENT
NATKIN & CRICKENBERGER P.C.

This Agreement sets forth the terms and conditions of the employment of

("Employee")

as Town Attorney for the Town of Glasgow, Virginia, ("Employer") and legal counsel to the Town Council ("Council").

1. Duties - The Employee shall perform the functions and duties prescribed by Section 15.2-1542 of the Code of Virginia, and such other duties and functions as might reasonably be assigned by the Council from time to time;
2. Salary and Benefits - The Employer shall pay to the Employee an hourly rate of \$150 an hour as established by the Council at the time of this Agreement and as it may be modified from time to time;
3. Hours of Work - The Employee is expected to be available in Town business during normal office hours and is expected to work outside of normal office hours to the extent reasonably necessary to perform the functions related to Town business and duties of the position, including, but not limited to, attendance at meetings before and after normal office hours.
4. Term- The Agreement shall be deemed to renew automatically each year at the date of signing the Agreement, unless the Council or the Employee decides to terminate or not to renew this Agreement pursuant to the notice provisions set forth below. The Employee serves at the pleasure of the Council, and the Council may terminate this Agreement and the employment of this Employee at any time, with or without reason, provided that it may not do so for any reason or in such manner as would contravene the Constitution and/or the laws of the Commonwealth or of these United States.
5. Notice of Termination
 - A. The Council shall provide to the Employee at least two (2) months notice before terminating or taking action not to renew this Agreement. The notice and severance provisions of this paragraph shall not apply in the event that employment is terminated because the Employee has been disciplined in the practice of law or convicted of any illegal act involving personal gain. In the event that Employee should for any reason become mentally or physically incapable of performing the duties prescribed by this Agreement and the duration of the incapacity exceeds his accrued sick leave, the Council shall have no obligation to provide either notice or severance pay before terminating this Agreement.
 - B. The Employee shall provide to the Council at least two (2) months notice before terminating or taking action not to renew this Agreement, unless the Council agrees to accept less notice.

6. Other Conditions of Employment - All benefits and terms and conditions of employment not specifically addressed in this Agreement shall be as provided generally for Glasgow Town employees under the Personnel Manual and other policies of the Council.
7. General Provisions - This Agreement constitutes the entire Agreement between the Employer, the Council and the Employee. If any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be severable and shall remain in full force and effect.

Approved by the Glasgow Town Council on March 10, _____

_____ Council _____ Council

_____ Council _____ Council

_____ Council _____ Council

_____ Mayor _____ Clerk



RESOLUTION TO HIRE A GLASGOW TOWN ATTORNEY

WHEREAS, the Town of Glasgow is in need of a Town Attorney, and,

WHEREAS, the law firm of Natkin & Crickenberger, PC has agreed to be the attorney on record for the Town of Glasgow and perform the duties of said position,

NOW, THEREFORE, LET IT BE RESOLVED, that the Mayor and Town Council of Glasgow have appointed Natkin & Crickenberger, PC as the legal counsel for Town matters, with Grace Crickenberger as the primary attorney.

Certified to be a true resolution adopted by the Glasgow Town Council for the Town of Glasgow, Virginia, on the 10th day of March 2020.

BY: _____
Malcolm “Shane” Watts, Mayor

DATED: MARCH 10, 2020

ADOPTED: MARCH 10, 2020

ATTEST

Eric S Pollitt, Glasgow Town Clerk

Sonny Williams, Councilor

Andy Ryan, Councilor

Aaron Britton, Councilor

Andrea Bradley, Councilor

Barrett McFaddin, Councilor

**ESTOPPEL OF
TOWN OF GLASGOW**

March ____, 2020

TO: Skyline Manor Apartments, LLC
Chicago Title Insurance Company

RE: Historic Preservation Agreement dated December 19, 1994 by and between Glasgow Housing Limited Partnership and the Town of Glasgow recorded in Book 537, Page 558, with the Clerk's Office of the Circuit Court of Rockbridge County (the "Agreement") and Deed dated November 8, 1993 by the Town of Glasgow, Virginia to Glasgow Housing Limited Partnership recorded in Book 517, Page 572, with the Clerk's Office of the Circuit Court of Rockbridge County (the "Deed")

As of the date hereof, the undersigned, the Town of Glasgow, Virginia (the "Town"), certifies as it relates to the terms of the Agreement and the Deed, as to those certain parcels of land described on Exhibits A-1, A-2 and A-3 attached to the Agreement (the "Property"):

1. To the knowledge of the undersigned, Glasgow Housing Limited Partnership (the "Owner") is currently in compliance with the terms and provisions of the Agreement. The undersigned confirms it has not issued any notice of a default of the same to the Owner on or prior to the date hereof.

2. By the terms of the Deed, the rehabilitation of the building(s) located on a portion of the Property, as described in the Deed, was required to be commenced within two years of the date of the Deed and completed within five years of the date of the Deed (the "Reverter Requirements"), or the title to such portion of the Property would revert to the Town. The undersigned hereby confirms that the Reverter Requirements were satisfied, and the reverter set forth in the Deed is no longer of any force or effect.

IN WITNESS WHEREOF, the undersigned has executed this Estoppel effective as of the date first written above.

TOWN OF GLASGOW

By: _____
Name: _____
Title: _____

ALLONGE
TO
PURHCASE MONEY/NON-RECOURSE PROMISSORY NOTE

Original Note Principal: \$71,100.00
Borrower: Glasgow Housing Limited Partnership
Lender: Town of Glasgow, Virginia
Original Note Date: November 17, 1993

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Glasgow Housing Limited Partnership (“Borrower”) and the Town of Glasgow, Virginia (“Lender”) do hereby agree to the following amendment to that certain promissory note by Borrower in favor of Lender dated November 17, 1993 in the original principal amount of Seventy-One Thousand One Hundred and 00/100 Dollars (\$71,100.00) (the "Note"):

1. Borrower and Lender hereby amend the Note to change the maturity date to December 31, 2050, and to reflect that all outstanding principal and accrued interest shall become due and payable in a balloon payment on December 31, 2050.
2. All other terms and conditions of the Note shall remain the same. Borrower and Lender acknowledge and agree that this Allonge shall be affixed to and become a part of the original Note.

[SEPARATE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower and Lender have caused the execution of this Allonge to Promissory Note by their duly authorized parties, under seal, as of the ____ day of March, 2020.

BORROWER:

GLASGOW HOUSING LIMITED
PARTNERSHIP (SEAL)

By: Landmark Asset Services, Inc., General Partner

By: _____
Samuel J. Sari, Vice President

LENDER:

TOWN OF GLASGOW, VIRGINIA

By: _____
By: _____
By: _____

ALLONGE
TO
SERVICES PROMISSORY NOTE

Original Note Principal: \$29,900.00
Borrower: Glasgow Housing Limited Partnership
Lender: Town of Glasgow, Virginia
Original Note Date: November 17, 1993

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Glasgow Housing Limited Partnership (“Borrower”) and the Town of Glasgow, Virginia (“Lender”) do hereby agree to the following amendment to that certain promissory note by Borrower in favor of Lender dated November 17, 1993 in the original principal amount of Twenty-Nine Thousand Nine Hundred and 00/100 Dollars (\$29,900.00) (the "Note"):

1. Borrower and Lender hereby amend the Note to change the maturity date to December 31, 2050, and to reflect that all outstanding principal and accrued interest shall become due and payable in a balloon payment on December 31, 2050.

2. All other terms and conditions of the Note shall remain the same. Borrower and Lender acknowledge and agree that this Allonge shall be affixed to and become a part of the original Note.

[SEPARATE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower and Lender have caused the execution of this Allonge to Promissory Note by their duly authorized parties, under seal, as of the ____ day of March, 2020.

BORROWER:

GLASGOW HOUSING LIMITED
PARTNERSHIP (SEAL)

By: Landmark Asset Services, Inc., General Partner

By: _____
Samuel J. Sari, Vice President

LENDER:

TOWN OF GLASGOW, VIRGINIA

By: _____
By: _____
By: _____

**COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKBRIDGE**

Tax Reference Nos./Parcel Identification Nos.: Tax Parcel Nos. 108A600101420010, 108A600101420020, and 108A600101420040

Drafted by: Deborah L. McKenney
Mail after recording to: Blanco Tackabery & Matamoros, P.A.
P.O. Drawer 25008
Winston-Salem, NC 27114-5008

Consideration paid:\$0.00

**FIRST AMENDMENT TO
PURCHASE MONEY DEED OF TRUST**

THIS FIRST AMENDMENT TO PURCHASE MONEY DEED OF TRUST (this “Amendment”) is made and entered into as of the ____ day of March, 2020, by and between GLASGOW HOUSING LIMITED PARTNERSHIP, a North Carolina limited partnership (“Grantor”), THOMAS M. SIMONS (“Trustee”), and TOWN OF GLASGOW, VIRGINIA (“Beneficiary”).

WITNESSETH:

WHEREAS, Grantor owes Beneficiary for money used to pay the balance of the purchase price of certain real property, in order to acquire such property, and for certain services rendered, in the original principal amount of One Hundred One Thousand and 00/100 Dollars (\$101,000.00) (the “Loans”), as evidenced by a purchase money promissory note dated November 17, 1993 and by a services promissory note dated November 17, 1993, both given by Grantor to Beneficiary; and

WHEREAS, the Loans are secured by a Purchase Money Deed of Trust given by Grantor to Trustee dated November 17, 1993, and recorded at Book 517, Page 580, with the Clerk’s Office of the Circuit Court of Rockbridge County (the “Deed of Trust”); and

WHEREAS, Grantor and Beneficiary have agreed to extend the maturity date for the Loans, and desire to amend the Deed of Trust to reflect such extension, as set forth herein;

NOW, THEREFORE, in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Deed of Trust is hereby amended to change the maturity date of the Loans to December 31, 2050, and to reflect that all outstanding principal and accrued interest due and payable under the Loans shall become due and payable in a balloon payment on December 31, 2050.

2. Except as expressly modified by the terms and provisions hereof, each of the terms and provisions of the Deed of Trust are hereby ratified and shall remain in full force and effect; provided, however, that any reference in such document to the Deed of Trust shall be deemed, from and after the date hereof, to refer to such document, as modified hereby.

[SEE SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the undersigned have executed this Amendment under seal as of the day and year first above written.

GRANTOR:

GLASGOW HOUSING LIMITED
PARTNERSHIP (SEAL)

By: Landmark Asset Services, Inc., General Partner

By: _____
Samuel J. Sari, Vice President

STATE OF NORTH CAROLINA)

COUNTY OF _____)

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that Samuel J. Sari, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he is the Vice President of Landmark Asset Services, Inc., the general partner of Glasgow Housing Limited Partnership, and that he, as Vice President of the general partner, being authorized to do so, voluntarily executed the foregoing on behalf of the limited partnership for the purposes stated therein.

WITNESS my hand and official seal this the _____ day of March, 2020.

My Commission Expires:

Notary Public

[Affix Notarial Seal/Stamp]

TRUSTEE:

THOMAS M. SIMONS

COMMONWEALTH OF VIRGINIA)

COUNTY OF _____)

I, _____, a Notary Public of _____ County, Virginia, do hereby certify that Thomas M. Simons, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he voluntarily executed the foregoing for the purposes stated therein.

WITNESS my hand and official seal this the _____ day of March, 2020.

My Commission Expires:

Notary Public

[Affix Notarial Seal/Stamp]

BENEFICIARY:

TOWN OF GLASGOW, VIRGINIA (SEAL)

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA)

COUNTY OF _____)

I, _____, a Notary Public of _____ County, Virginia, do hereby certify that _____, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is the _____ of the Town of Glasgow, Virginia, and that (s)he, as _____, being authorized to do so, voluntarily executed the foregoing on behalf of Town for the purposes stated therein.

WITNESS my hand and official seal this the _____ day of March, 2020.

My Commission Expires:

Notary Public

[Affix Notarial Seal/Stamp]

**COMMONWEALTH OF VIRGINIA
COUNTY OF ROCKBRIDGE**

Tax Reference Nos./Parcel Identification Nos.: Tax Parcel Nos. 108A600101420010, 108A600101420020, and 108A600101420040

Drafted by: Deborah L. McKenney
Mail after recording to: Blanco Tackabery & Matamoros, P.A.
P.O. Drawer 25008
Winston-Salem, NC 27114-5008

WAIVER OF RIGHT OF FIRST REFUSAL

THIS WAIVER OF RIGHT OF FIRST REFUSAL (this "Waiver"), made and entered into as of the ____ day of March, 2020, is by the **TOWN OF GLASGOW**, a municipality of the Commonwealth of Virginia (the "Town") for the benefit of **GLASGOW HOUSING LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Owner").

WHEREAS, the Town has heretofore been granted by an Historic Preservation Agreement recorded in Book 537, Page 558, of the Clerk's Office of the Circuit Court of Rockbridge County (the "Agreement") a right of first refusal to purchase the real property therein described (the "Property") upon the receipt by Owner of a bona fide offer of purchase for the Property; and

WHEREAS, the Owner has received a bona fide offer from Skyline Manor Apartments, LLC to acquire the Property from the Owner.

NOW, THEREFORE, upon due consideration, the Town does hereby confirm in favor of the Owner its waiver of its right of first refusal, as established in the Agreement, as to the Property.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Town has executed this Waiver under seal as of the day and year first above written.

TOWN OF GLASGOW, VIRGINIA (SEAL)

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA)

COUNTY OF _____)

I, _____, a Notary Public of _____ County, Virginia, do hereby certify that _____, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that (s)he is the _____ of the Town of Glasgow, Virginia, and that (s)he, as _____, being authorized to do so, voluntarily executed the foregoing on behalf of Town for the purposes stated therein.

WITNESS my hand and official seal this the _____ day of March, 2020.

My Commission Expires:

Notary Public

[Affix Notarial Seal/Stamp]