

**Town of Bluefield
Town Council
Minutes
March 13, 2023**

The Bluefield, Virginia Town Council held a Special Called Meeting on Monday, March 13, 2023 at 7:30 p.m. in the Council Chambers of the Town Hall located at 112 Huffard Drive, Bluefield, Virginia.

PRESENT

Donnie Linkous, Mayor
Cathy Payne, Councilmember
Chuck Presley, Councilmember
Lee Riffe, Councilmember
Anglis Trigg, Councilmember
Rick Holman, Vice-Mayor
Ron Holt, Councilmember

ALSO PRESENT

James Hampton, Co Interim Town Mgr/Treasurer
Kim Hernandez, Co Interim Town Mgr/Town Clerk
Alan McGraw, Interim Attorney
Shane Gunter, Chief of Police
8 Members of Public

CALL TO ORDER

Mayor Linkous called the meeting to order at 7:30 p.m.

INVOCATION AND PLEDGE

Steve Branch, Destiny Outreach Ministries led the Invocation. Mayor Linkous led the Pledge of Allegiance.

APPROVAL OF AGENDA

Vice-Mayor Holman added Town Manager's Contract for a vote to the agenda.

Councilmember Presley made a motion to approve the amended agenda. Councilmember Holt seconded the motion. The motion passed unanimously by voice vote.

CONSENT AGENDA

Councilmember Holt made a motion to approve the consent agenda. Councilmember Presley seconded the motion. The motion passed unanimously by voice vote.

Town Manager Contract

Mr. McGraw stated that council would need to make a motion authorizing the execution of the contract for Andrew Scott Hanson.

Mr. Holman made a motion to approve Mr. Hanson's contract. Mr. Presley seconded the motion.

Mayor Linkous asked the Clerk to do roll call and report.

ROLL CALL VOTE

Councilmember Riffe:	No
Vice-Mayor Holman:	Yes
Councilmember Holt:	Yes
Councilmember Presley:	Yes
Councilmember Payne:	Yes
Councilmember Trigg:	Yes
Mayor Linkous:	No Vote Permitted

Motion carried 5-1 in favor.

Mr. McGraw read Mr. Hanson's bio which is attached at the end of the minutes along with the 6 page contract that once executed would be a public document.

Mr. Holman thanked him for all of his work during this process.

Mr. Riffe stated that he did not attend on Saturday and asked when his start date would be.

Mr. McGraw stated September 1st if not sooner that he may separate from the military prior to that date. He stated that he would not be compensated until he took the oath of office here.

FINANCIALS

Mrs. Hernandez stated that after listening to the last meeting that Mr. Holman had asked for this to be added as an additional agenda item.

Mr. Holman asked for a cash flow to date.

Mr. Hampton stated that he was not prepared but could do it at the next meeting. He stated that he sent council another document and asked if that was better.

Mr. Holman stated yes.

Mr. Riffe asked how this would be different from what they were already doing.

Mr. Holman stated that James would go over them with council.

Council tabled it until the next meeting.

CITIZEN REQUESTS AND SPECIAL PRESENTATION

Unbudgeted Request – Bluefield University, ROLL CALL VOTE – Dr. Olive

Dr. Olive gave an update on the entryway being a year out that they hoped to have had it completed before the asphalt plants closed but weather had been an issue, the roundabout was about complete and the next thing was campus signs. He stated that they were about to start pouring footers last week but were notified by VDOT about a left turn lane which caused them to have to pause. He stated that they met with them last week face to face and the project would not start until spring 2026 which was the last piece they were waiting on.

Josh Cline handed out some packets and talked about the funding request in the packet asking to expedite the pledge payment that the strategic plan was in the packet as well, handed out the Spire Magazine and a devotional.

Mr. Holman asked if they were on track with the budget.

Dr. Olive said not at all.

Mr. Holman stated that he remembered it would be in multiple phases.

Mr. Holt stated that he would like to table it until the next meeting and look at the budget.

Mayor Linkous asked if ARPA money was being used.

Mr. Hampton stated no that it was a budgeted line item.

Mr. Holman agreed that they should consider it in the initial budget review.

COMMITTEE REPORTS

None.

UNFINISHED BUSINESS & REPORTS

None.

NEW BUSINESS & REPORTS

2023/2024 Preliminary Budget

Mr. Hampton stated that this was something for them to look at, all were balanced and it included a 3% raise across the board. He stated that he took all of the fluff out of this one so there was no cushion.

Mr. Holt asked for a Work Session before the next meeting at 5:30 p.m.

Budget Amendments, ROLL CALL VOTE – Kim Hernandez

Mrs. Hernandez asked for a vote to approve the following budget amendments:

PURPOSE: Fire Department Polaris Ranger Crew XP 1000

Revenue

Line Item		Original Budget	Amended Budget	Change
0100-0509	from prior year reserve	<u>\$1,849,233.00</u>	<u>\$1,911,814.56</u>	<u>\$62,581.56</u>
		<u>\$1,849,233.00</u>	<u>\$1,911,814.56</u>	<u>\$62,581.56</u>

Expenditure

Line Item		Original Budget	Amended Budget	Change
3220-8101	Machinery & Equip	<u>\$10,000.00</u>	<u>\$72,581.56</u>	<u>\$62,581.56</u>
		<u>\$10,000.00</u>	<u>\$72,581.56</u>	<u>\$62,581.56</u>

PURPOSE: CPROP Grant (Fincastle remainder)

Revenue

Line Item		Original Budget	Amended Budget	Change
3501-0511	Fincastle Grants	<u>\$200,000.00</u>	<u>\$250,000.00</u>	<u>\$50,000.00</u>
		<u>\$200,000.00</u>	<u>\$250,000.00</u>	<u>\$50,000.00</u>

Expenditure

Line Item		Original Budget	Amended Budget	Change
1230-5850	Contingency	<u>\$48,407.00</u>	<u>\$98,407.00</u>	<u>\$50,000.00</u>
		<u>\$48,407.00</u>	<u>\$98,407.00</u>	<u>\$50,000.00</u>

PURPOSE: Surplus Repeater Sale

Revenue

Line Item		Original Budget	Amended Budget	Change
0400-0413	Misc. State Law	<u>\$196,166.32</u>	<u>\$196,666.32</u>	<u>\$500.00</u>
		<u>\$196,166.32</u>	<u>\$196,666.32</u>	<u>\$500.00</u>

Expenditure

Line Item		Original Budget	Amended Budget	Change
3110-6010	Guns, Ammo, etc.	<u>\$16,813.00</u>	<u>\$17,313.00</u>	<u>\$500.00</u>
		<u>\$16,813.00</u>	<u>\$17,313.00</u>	<u>\$500.00</u>

PURPOSE: SRO Grant Funding (GIS)

Revenue

Line Item		Original Budget	Amended Budget	Change
0400-0413	Misc. State Law	<u>\$196,666.32</u>	<u>\$213,433.32</u>	<u>\$16,767.00</u>
		<u>\$196,666.32</u>	<u>\$213,433.32</u>	<u>\$16,767.00</u>

Expenditure

Line Item		Original Budget	Amended Budget	Change
3110-1100	Salaries-regular	<u>\$1,032,477.40</u>	<u>\$1,049,244.40</u>	<u>\$16,767.00</u>
		<u>\$1,032,477.40</u>	<u>\$1,049,244.40</u>	<u>\$16,767.00</u>

Mr. Presley made a motion to approve the Budget Amendments. Mrs. Payne seconded the motion.

Mayor Linkous asked the Clerk to do roll call and report.

ROLL CALL VOTE

Councilmember Riffe: Yes
 Vice-Mayor Holman: Yes
 Councilmember Holt: Yes
 Councilmember Presley: Yes
 Councilmember Payne: Yes
 Councilmember Trigg: Yes
 Mayor Linkous: No Vote Permitted

Motion carried 6-0 in favor.

Unbudgeted Requests, ROLL CALL VOTE – Kim Hernandez

Mr. Hernandez stated that the first one was Bluefield State University requesting a donation for their Gala on April 22nd.

Council asked that this along with the Lions Club be tabled.

The GHS Educational Foundation was something not budgeted but the Town sponsored each year.

Mr. Holt made a motion to approve the \$200 donation request. Mr. Presley seconded the motion.

Mayor Linkous asked the Clerk to do roll call and report.

ROLL CALL VOTE

Councilmember Riffe: Yes
 Vice-Mayor Holman: Yes

Councilmember Holt: Yes
Councilmember Presley: Yes
Councilmember Payne: Abstain (on their board)
Councilmember Trigg: Yes
Mayor Linkous: No Vote Permitted

Motion carried 5-0 in favor.

CITIZEN COMMENTS

Dave Wohlford read a prepared statement included at the end of the minutes. He ended with the new Town Manager needed to have a requirement to live in Town.

POLICE CHIEF'S REPORT

Chief Gunter had none and apologized for not being at the last meeting that he was sick but feeling better.

TOWN UPDATES

Monument Meeting

Mrs. Hernandez stated that staff would be meeting with the City regarding the monument on March 21st at Bluefield University at noon.

Recreation Director/Harmony Acres

Mrs. Hernandez asked council if she should advertise for the Recreation Director.

Council stated yes.

Mrs. Hernandez stated that National Pools had Harmony Acres on their schedule to open Memorial Day weekend. She stated that once we had a person hired that they could take classes to be a Certified Pool Operator, that we were waiting on a quote and that they did not see any issues to have to fix before opening the pool. She stated that we would have to drain it and clean it out.

TOWN ATTORNEY'S REPORT

Mr. McGraw stated that he had been working with Kim and James on a variety of things including taxes, properties and the bridge.

Mr. Holman asked where we stood on the bridge.

Mr. McGraw stated that we would have to advertise to request qualifications, then do the RFP, then the committee would pick the best one. He stated that it also required an engineer to be

on hand and since Thompson & Litton had reached out that it would be a conflict for them to be the engineer. He stated that he had spoken to a local engineer who would like to do it and may not charge us.

Mr. Holt thanked him for all of his good work.

COUNCIL COMMENTS

Mr. Holt stated that he was happy with the process on hiring a Town Manager that was desperately needed for quite some time. He stated that Mr. Hanson was a gifted and bright man and he was looking forward to working with him that he would be a good fit for the community.

Mr. Presley stated that it was good to see Chief back that management was doing a good job and during the 2nd meeting in April they needed to have a Work Session to discuss things with Kim and James and to help management out as to what they needed to do and to also work on the properties.

Mr. McGraw stated that he was close to having a monstrous deed to the IDA but was having issues with one of the properties that the Commissioner of Revenue had no origin of where it came from so he would have to dig a little deeper to figure it out, that a number of the properties were FEMA and once the IDA had them then they would have more flexibility.

Mr. Presley stated that they would be having a DDC meeting on Monday 20th @ 7 p.m. at Town Hall and Lori would be going over some grant information.

Mr. Holman stated that it had been a long process for the new Town Manager but an important one that he was excited for Mr. Hanson to come that he would take us forward. He asked about trying to remove the graffiti from Mountain Lane, West Graham and another area he would give us the specifics on. He asked that the attorney position be put on the next agenda.

Mr. Trigg stated regarding the donation requests that he would like to see them help BSU if they could because a lot of our people went there.

Mrs. Payne stated that Mr. Hanson would be an excellent Town Manager.

Mr. Riffe agreed that they needed to move forward on the attorney, agreed with Chuck on giving direction for the next 6 months to the interims so they knew what to do and the reason he voted no on Mr. Hanson's contract was because he voted for Scalia. He stated that there would be no regrets for either and looked forward to Mr. Hanson coming. He stated that he had received a picture from Public Works earlier and they had redone the stage floor with better flooring and would be redoing the roof which was all needed. He stated that he believed Robert had come back to work today after his injury.

Mrs. Hernandez stated that he did but was still having trouble with his knee. She stated that he was extremely lucky that it could have been a bad accident.

Betty Kuppusami handed out flyers for their upcoming quilt show and that they had an active member currently dying who had moved away to be with her family. She stated that they were always looking for help.

Mr. Presley stated that they did a great job.

ADJOURN

Mayor Linkous asked for a motion and a second to adjourn.

The meeting was adjourned at 8:27 p.m.

D.S. Linkous, Mayor

Kim Hernandez, Town Clerk

EMPLOYMENT AGREEMENT

This employment agreement (the "Agreement") is made and entered into as of March, 13, 2023 by and between the Town of Bluefield, Virginia (the "Employer") and Andrew Scott Hanson (the "Employee").

RECITALS

WHEREAS, §15.2-1540 of the Code of Virginia and Section 11 of the Bluefield Town Charter authorizes the Employer to appoint and supervise a chief administrative officer to be designated as the Town Manager, and

WHEREAS, the Employer desires to employ the services of the Employee as the Town Manager, and the Employee desires to be so employed, and

WHEREAS, the parties wish to enter into an employment relationship memorialized by this Agreement where the Employee shall be employed by the Employer to perform services upon the following terms and conditions, and

NOW, THEREFORE, in consideration of the mutual covenants stated below and intending to be legally bound, the parties agree as follows:

1. Employment and Duties: The Employer agrees to engage the Employee as Town Manager, and the Employee agrees to serve the Employer in such capacities as specified in §15.2-1541 of the Code of Virginia, Section 11 and 12 of the Town Charter, or as specified by adopted resolution, policy or motion, and to perform such other legally permissible and proper duties and functions as the Town Council shall from time to time assign. The Employee shall work such hours necessary to perform the above functions and duties, which may include time outside normal work hours. He shall report directly to the Town Council and serve at its pleasure.

2. Outside Activities: Certain outside consulting, teaching, or other opportunities may provide indirect benefits to the Town and community, and the Employee may elect to accept such opportunities, provided they do not interfere with the responsibilities outlined above and he is given prior approval by the Town Council.

3. Term: The Employee's employment shall commence as of September 1, 2023, if not sooner. As provided in Section 15.2-1503 of the Code of Virginia, the Employee's employment shall be without definite term and shall continue until terminated as provided in this Agreement or otherwise provided by law, charter, or ordinance.

4. Compensation: For all services rendered by the Employee under this Agreement, the Employer shall pay the Employee \$155,000.00 annually, prorated for any partial year. However, this salary may be increased by the Employer based on the Performance Review detailed in Paragraph 7, and the Employee shall be provided any annual percentage increase provided other employees by the Employer. Employee's

salary shall be payable in 26 equal and consecutive biweekly installments. The Employer will provide a one-time relocation fee of \$10,000.00, to be paid in a lump sum with the first paycheck. All compensation paid to the Employee as the result of employment shall be subject to the customary withholding and other employment taxes as required by federal, state and local laws with respect to compensation paid by an employer to an employee. The Employer and Employee agree that the Employee is an "exempt" employee under the federal Fair Labor Standards Act, and will not be compensated for overtime hours worked.

5. Business and Professional Expenses: It is understood that the Employee may incur reasonable business and professional expenses in connection with employment under this Agreement, including, but not limited to, the Employee's professional dues and subscriptions related to membership in professional organizations, his expenses for attending professional meetings, institutes, and/or professional development and leadership programs. The Employer will reimburse the Employee for any such proper expenses pursuant to applicable Employer's expense policies and applicable Virginia statutory expense policies, provided that the Employee provides the Employer with proper itemized written receipts for such expenses.

6. Benefits/Grievance Policy: Employee shall not receive VRS contributions, deferred compensation, or health care from the Employer. Employee shall receive 30 days of paid leave per calendar year. The right to receive any such benefits will cease immediately upon termination, for any reason, of this Agreement. The Employer's grievance policy does not apply to the Employee.

7. Performance Review: The parties agree that the Employer shall evaluate the Employee in person on an annual basis with the evaluation process to begin near the end of the fiscal year. At the time, the Employer shall review the Employee's performance of the preceding year and establish performance goals and objectives for the following year.

8. Vehicle: During the term of the Agreement, the Employer shall provide the Employee a Town vehicle for travel from home to work, and vice versa, and official business. This benefit shall terminate upon termination of this Agreement.

9. Equipment: The Employer shall furnish the Employee with appropriate equipment, such as a cellular telephone, tablet, laptop computer and office desk computer for electronic telecommunications, email, word processing and other typical uses of such equipment, for use in his duties, consistent with the Employer's policies. The Employer shall also provide for the periodic update and replacement of such equipment.

10. Bonding: The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

11. Residence: The Employee shall maintain his residence within the boundaries of Tazewell County, Virginia.

12. Termination and Severance: This Agreement and the Employee's employment shall terminate or be terminable, as the case may be, in accordance with law, charter, ordinance and/or under the following provisions:

A. Employer and Employee may terminate this Agreement at any time by their mutual written agreement to do so. The Employee shall continue to receive his applicable salary and benefits only until the effective date of such termination.

B. The Employee may unilaterally terminate this Agreement at any time, for any reason or for no reason at all, by giving written notice thereof to the Employer at least 60 days prior to the effective date of termination. If the Employee unilaterally terminates this Agreement, the Employee shall continue to receive his applicable salary and benefits only until the effective date of termination.

C. The Employer may terminate this Agreement for Cause immediately upon providing written notice to Employee. the Employee shall continue to receive his applicable salary and benefits only until the effective date of termination. Such Cause specifically includes:

i. The Employee's material violation of the terms of this Agreement; or

ii. The Employee's continuing inattention to, or neglect of, the duties to be performed by him as determined in the sole discretion of the Employer; or

iii. Any act by the Employee of fraud, embezzlement, or theft against the Employer; or

iv. Any act by the Employee of dishonesty, misrepresentation or breach of duty to the Employer; or

v. The Employee's gross negligence, recklessness or willful misconduct in the performance of his duties to the Employer; or

vi. The Employee's failure or refusal to comply with the reasonable directions of the Employer or with the policies of the Employer, provided that such directions or policies do not require the Employee to **(a)** take any action which is illegal, immoral or unethical or **(b)** fail to take any action required by applicable law,

regulations or licensing standards; or, and if such refusal is curable, if such refusal is not cured within 10 days after the Employer's written notice to the Employee of such refusal; and

vii. Employee conviction of or indictment for or entering of a guilty plea or plea of consent or nolo contendere with respect to any felony or any crime involving an act of moral turpitude or for which imprisonment is a possible punishment.

In the event the Employee is terminated for Cause, the Employee shall only be entitled to receive compensation through the date of termination.

D. This Agreement shall automatically terminate immediately upon the death of the Employee.

E. Notwithstanding the termination of this Agreement, the parties shall carry out any provisions hereof which contemplate performance by them subsequent to such termination, and such termination shall not affect any liability or other obligation which shall have accrued up to including the date of such termination.

F. Termination shall not prejudice any other remedy to which either party may be entitled under this Agreement.

G. Following any notice of termination of employment, whether given by Employer or Employee, the Employee will fully cooperate with the Employer in all matters relating to the winding up of the Employee's pending work on behalf of the Employer and the orderly transfer of such work to other employees. On or after the giving of notice of termination and during any notice period, the Employer will be entitled to such full-time or part-time services of the Employee as the Employer may reasonably require, and the Employer will specifically have the right to terminate, in its sole discretion, the active services of the Employee at the time such notice is given and to pay to the Employee the compensation due to him under this Agreement for the duration of the notice period

H. If the Employer unilaterally terminates this Agreement without Cause, the Employee shall continue to receive his applicable salary and benefits for a period of 3 months from the date of the notice of termination ("Severance Period").

13. Notice: Any notice to be given hereunder shall be deemed given when personally delivered to the party to receive such notice, or when mailed, postage prepaid, by registered or certified mail, if to the Employer, to its principal office, and if to the Employee, to the Employee's residence address appearing on the books of Employer.

14. Binding Effect: This agreement shall be binding upon and shall inure to the benefit of the parties, the successors and assigns of the Employer, and the heirs and personal representatives of the Employee, but neither this Agreement nor any of the

rights hereunder shall be assignable by the Employee or by his beneficiary or beneficiaries.

15. Acknowledgement and Review: The Employee states he has carefully read this Agreement, knows and understands its contents, has had full and adequate opportunity to consult with an attorney of own choosing regarding the Agreement, freely and voluntarily assents to all its terms and conditions, and signs the same as his own free and voluntary act.

16. Entire Agreement: This Agreement constitutes the entire agreement between the parties. Any changes must be made in a writing of equal dignity to this Agreement.


17. Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Exclusive jurisdiction of any action or proceeding brought under or in connection with this Agreement shall be vested in the Circuit Court of Tazewell County, Virginia. The parties agree that the venue provided above is the most convenient forum and waive any objection to such venue or jurisdiction.

18. Severability: The invalidity of any portion of this Agreement shall not affect the validity of any other portion.

19. Duplicate Counterparts/Scans: This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year first written above.

Town of Bluefield

By: 
Donnie Linkous, Mayor

ATTEST:

Kim Hernandez, Council Clerk


Andrew Scott Hanson



Colonel Hanson currently serves as the Army Special Operations Forces Division Chief within the Army's Human Resource Command at Fort Knox, KY.

Colonel Andrew S. Hanson, a native of Buffalo, New York, entered the United States Military Academy in July 1990. He graduated in May 1994 with a Bachelor of Science degree in Mechanical Engineering and was commissioned as a second lieutenant in the Infantry. Following his commissioning he was assigned to the 1st Battalion, 325th Airborne Infantry Regiment, 82nd Airborne Division, Fort Bragg, North Carolina.

Colonel Hanson then attended the Infantry Officer Advance Course, the Combined Arms Service and Staff School, and the Special Forces Qualification Course. Upon completion of Special Forces training in August 2000, Colonel Hanson was assigned to 5th Special Forces Group (Airborne), Fort Campbell, Kentucky.

From May 2011 to June 2013, Colonel Hanson served as the commander of 1st Battalion, 5th Special Forces Group (Airborne). Following his command, he assumed duty as the assistant chief of staff, G3, for the United States Army Special Forces Command until June 2015. Colonel Hanson then attended the United States Army War College in Carlisle, Pennsylvania, and graduated with a master's degree in military art of strategic studies in June 2016.

From July 2016 to July 2018, Colonel Hanson served as the Garrison Commander at West Point, New York. Following command in July of 2018, Colonel Hanson was assigned as the Military Assistant to the Assistant Secretary of Defense for Special Operations and Low Intensity Conflict.

Colonel Hanson's notable awards and decorations include the Defense Superior Service Medal, Legion of Merit with Bronze Oak Leaf Cluster, Bronze Star Medal with Silver Oak Leaf Cluster, Meritorious Service Medal with four Bronze Oak Leaf Clusters, Joint Service Commendation Medal, Office of the Secretary of Defense and Army Staff Badges, Combat and Expert Infantryman Badges, Master Parachutist Badge, Military Free Fall Parachutist Badge, Air Assault Badge, Special Forces Tab, Ranger Tab, President's Hundred Tab, and the United States Army Distinguished Rifleman Medal.

1. Apologize to Mr. Rife. I was a little rough on council last week you had nothing to do with it. There is more tonight that doesn't apply to you I only hope you can help fix it.
2. It appears I was closer on the money than the mayor would have you believe with the exception of Mr. McGraw's arrangement. In any event the cost of terminating Mr. Crew is ridiculous. Some of those funds need to be recovered. It appears you had grounds for termination. You as council members jointly, and only jointly, bear the responsibility of directing and supervising the town manager. You obviously jointly failed in this instance. Not any single one of you has the authority to micro manage the manager or any town employee for that matter. The manner in which the town manager was hired and terminated leaves serious questions as to your ability to perform your elected task given the manager was not following your instructions.
3. After reviewing the Pickle Ball Court fandango via a FOIA request. It appears the manager without council's approval authorized the project. That constitutes a breach of his contract. That in and of itself is a contract breaker. As I interpret it, without your authorization your manager issued a JOB ORDER style contract for \$113,820. In open council meeting the manager was instructed to explore the project. In open council the authorization to proceed was never voted on. I determined that 2 fully qualified and properly licensed contractors responded to the manager's request (it appears the club manager apparently instigated the initial request and then the town manager took over). After several Email inquiries for specifics of the project the contractor from Culpeper was apparently selected. The town received an

Invoice dated 10/18/222 for \$113,820. With project specifications and a requirement for 50% down payment which was made at the managers instruction in the amount of \$56,910 by check #3151 Drawn on your national Bank account dated 01/11/2211/. Before I elaborate let me say a 50% down payment is ridiculous and is by no means a normal construction practice. This is not a contract folks IT IS AN INVOICE. It Fails to meet the requirements of a legal contract in VA It doesn't say it is a contract , it does not have the contractors VA contractor license number on it nor does it have a start date or completion date, All of this is required to be a valid contract in VA. A simple acceptance of proposal is not valid in this case. It is not a valid work order produced by the town. I do not believe this to be a valid project at this point. I expect you to recoup your funds from the contractor or the former town manager by any means possible. Do not feel sorry for the contractor he is a VA class A contractor with all the correct endorsements. He knows better!

4. After speaking with several of my attorneys I got reluctant answer of it might not go anywhere but you probably should take the following action. That action is to file a complaint with the VA Bar Association against Mr. Crew. While under contract as your attorney he created a clear conflict of interest when he accepted the Contract Town Manager Position and kept the Town Attorney position. Council should have known better. In any event the issue of the pickle ball court demonstrates one or more things that should be addressed by the Bar Association. Obviously there existed a strained relationship between council and Mr. Crew prior to his authorizing the project. A. he did it to defy Council or

B. he is incompetent or C. he was advised by some council members to proceed without the knowledge of the full council. All of this can or will be brought in a Bar Association Review. I might add that lawyers do not like to do this to each other. You may expect some resistance from your own. Mine did not even like talking about it. The Bar can enforce a reimbursement or provide grounds for additional legal action.

In exploring this I discovered some new laws VA put in place in 2023 that has bearing on your bridge design build project. Mr. McGraw should review: VA Code 2.2-4303.2

Although I agree with the need for the bridge I disagree with the wooden structure type because steel is less expensive. It is easier to maintain and far more durable. Besides we have other more pressing needs Including ADA compliant sidewalks and the cross walk and sidewalk at the fountain which should be a top priority for the town. I do believe that the court could order the ADA compliant sidewalks and cross walk. We have spent enough on the country club we have other more important pressing priorities.

