

AGENDA
BRIDGEWATER TOWN COUNCIL
February 13, 2024

Times are estimates and may not reflect the actual progress of the meeting.

- 7:00 p.m. **Public Hearing:** Proposed Amendments to Title 6 – Signage
- 7:05 p.m. **Call to Order:** Mayor Ted W. Flory
- 7:06 p.m. **Invocation:** Mr. A. Fontaine Canada
- 7:08 p.m. **Visitors** _____
- 7:12 p.m. **Minutes of previous meeting:** Ms. Morgan Shirkey
- 7:14 p.m. **Finance and Ordinance Committees:**
1. Finance: Dr. Bill Miracle
- a. Treasurer’s Report for the month of January
- b. Bills for the month of January
2. Ordinance Committee: Mr. Steven Schofield
- 7:20 p.m. **Administrative Report:** Mr. J. Jay Litten
1. Police Assistance Pact
- 7:30 p.m. **Public Works and Recreation Commission:**
1. Public Works: Mr. Fontaine Canada & Ms. Megan Byler
- a. Riverwalk Phase II Update
- b. Grove and College Parking Lot
2. Recreation Commission: Ms. Stephanie L. Curtis & Ms. Megan Byler
- a. Park Shelter Updates
- 7:35 p.m. **Community Relations and Economic Development:**
1. Community Relations: Mr. Travis Bowman
- a. Charter Day Recap
2. Economic Development: Mr. Jim Tongue
- 7:38 p.m. **Mayor’s Report**
- 7:40 p.m. **Adjournment**

All persons may speak at this time, and all persons are asked to refrain from interjecting at other times.

Remember that this is a time for your views to be heard. Don’t expect a lot of dialogue but know that the Council is listening.

It is the policy of the Town of Bridgewater, Virginia, that persons in attendance may elect to sit or stand during invocations, as they see fit, and that they may take part in the invocation or refrain from doing so, as they choose. Prayers offered by council members reflect their personal beliefs. All persons are counseled that disruptive behavior is not allowed during the invocation or any other time.

RECORD OF PUBLIC HEARING

TOWN OF BRIDGEWATER, VIRGINIA

January 9, 2024

Comprehensive Plan Update Module 3: Population and House Module 7: Land Use

Town Council Present: *Mayor Ted W. Flory, Steven A. Schofield, William D. Miracle, James M. Tongue, Stephanie L. Curtis. Absent:* *A. Fontaine Canada, Travis L. Bowman.*

Planning Commission Present: *Hallie Dinkel, Kevin Kunowsky, Adam Pequignot, Debbie Snider, Bill Wood*

On Tuesday, January 9, 2024, at 7:00 p.m., the Bridgewater Town Council conducted a public hearing, in conjunction with the Planning Commission, to hear comments on the Comprehensive Plan updates to Modules 3 and 7, Population and Housing and Land Use, respectively.

Mr. J. Jay Litten introduced the hearing by reminding everyone the Planning Commission has been reviewing the Comprehensive Plan for some time now, and then turned things over to Town Planner, Gwen Gottfried. Ms. Gottfried introduced Module 3 changes, dealing with Population and Housing, and noted that since 1970 the population of the Town has more than doubled. Other Module 3 changes included adding the growth rate and comparison chart, updating amenities available in Town to include all parks, Sipe Center, and the recycle center, and updating the new housing units that have been added and are currently planned. Updates were also made to include Bridgewater Retirement's growth and change. Ms. Gottfried also noted that in our previous Comprehensive Plan, four out of the top 35 largest businesses were Bridgewater-based and now eight out of the top 35 have a Bridgewater location. Module 7 had fewer changes, but changes were made to reflect the population growth regarding usage, updated the annexation perimeter, and noted how the areas could be used if added. Those properties are automatically annexed in as A-1 but can be changed dependent on intended use.

Mr. Schofield asked if we are required to go through our Comprehensive Plan every 5 years, and Mr. Litten said yes. Mr. Schofield also asked if we have a set plan going forward in 2024, and Ms. Gottfried said the exact schedule was not with her, but that the plan was to do two sections at a time and be completed by the summer. Mr. Tongue asked about a specific line on the shown map, and Ms. Gottfried clarified that it is the proposed continuation of Don Litten Parkway, and while it is in the Comprehensive Plan it is not something we are moving forward on currently.

There being no further questions or public comments, the public hearing was adjourned at 7:10 p.m.

Morgan Shirkey, Clerk

RECORD OF PUBLIC HEARING

TOWN OF BRIDGEWATER, VIRGINIA

January 9, 2024

Disposition of Real Estate

Town Council Present: *Mayor Ted W. Flory, Steven A. Schofield, William D. Miracle, James M. Tongue, Stephanie L. Curtis.* **Absent:** *A. Fontaine Canada, Travis L. Bowman.*

On Tuesday, January 9, 2024, at 7:10 p.m., the Bridgewater Town Council conducted a public hearing to hear comments on the Disposition of Town-Owned Real Estate.

Mr. J. Jay Litten introduced the hearing stating that the resolution proposed involves several different properties. There is a contract for the sale of 429 North Main Street to Skyline Contracting, LLC for the purpose of office space and possible craft sales. We've made stipulations that the building needs to be painted, the signage will be our Midtown signage in style, and outdoor storage is not allowed except behind the building shielded from view. This same business previously offered \$180,000 for the property, but they've now offered \$250,000 which we believe is a fair offer and the staff recommends approval. The remaining properties are to be transferred into the Industrial Development Authority's control. The former Sergio's property at 427 North Main Street is shifting to the IDA because they are better equipped to handle private sales of property; 423 North Main Street is transferring to the IDA because they have a better statutory toolkit to hold property and lease it to people, which is the short-term plan with the building until it is time to move forward with the Midtown Connector; 104 North River Road, will be transferred to the IDA for the same reasons as the other properties and continue to allow the current occupants to remain. The last portion of property in the resolution is 420 North Main Street, which is the northern parking lot of Generations Park. Generations Park itself is already owned by the IDA and this lot ties into the restaurant and it makes sense to have it with the IDA.

Mr. Andrey Kulikovskiy briefly introduced himself to put a face and name to the Skyline Contracting, LLC business.

There being no further questions or public comments, the public hearing was adjourned at 7:19 p.m.

Morgan Shirkey, Clerk

MINUTES

BRIDGEWATER TOWN COUNCIL

January 9, 2024

Present: Mayor Ted W. Flory Council: Steven A. Schofield, William D. Miracle, James M. Tongue, Stephanie L. Curtis.

Absent: Travis L. Bowman, A. Fontaine Canada.

The Bridgewater Town Council met in regular session on Tuesday, January 9, 2024, at Sipe Center, 100 North Main Street, Bridgewater, Virginia.

Call to Order: Mayor Flory called the Council to order at 7:19 p.m.

Organizational Meeting: Mayor Flory noted that the ordinance is like last year's, with the addition of procedures for informal public hearings.

Mayor Flory moved to adopt "An Ordinance Establishing Certain Logistics Arising in the Council's Organizational Meeting" (O-190-1), as presented. Seconded by Dr. Miracle. The motion carried unanimously as follows: Those voting aye: Schofield, Miracle, Flory, Tongue, Curtis. Those voting nay: None. Absent: Bowman, Canada.

Invocation: Ms. Stephanie Curtis gave the invocation.

Minutes: Ms. Morgan Shirkey

December minutes were approved as presented.

Finance: Dr. William D. Miracle

1. **December Treasurer's Report (Attached).**

Dr. Miracle moved that the December 2023 Treasurer's Report be accepted for submission to audit. Seconded by Mr. Tongue. The motion carried unanimously as follows: Those voting aye: Schofield, Miracle, Flory, Tongue, Curtis. Those voting nay: None. Absent: Bowman, Canada.

2. **December Bills (Attached).**

Dr. Miracle moved to appropriate and authorize the payment of December bills in the amount of \$174,401.00 and to ratify the earlier payment of bills totaling \$342,489.03, all as reviewed and approved by Town staff and the Finance Committee Chairman. Seconded by Mr. Schofield. The motion carried unanimously as follows: Those voting aye: Schofield, Miracle, Flory, Tongue, Curtis. Those voting nay: None. Absent: Bowman, Canada.

Ordinance: Mr. Steven A. Schofield

No report was submitted.

Administrative Report: Mr. J. Jay Litten

Mr. Litten began by stating that Mr. Bowman had been here earlier, but had to get home due to an emergency. He also said that he is excited about the possibility of informal public hearings, which he hopes will limit oratory and allow more genuine expression and discussion, as well as being less intimidating than getting up with a microphone.

1. **Disposition of Town-Owned Properties.** Mr. Litten asked if there were any questions after the earlier public hearing. There were none.

Mr. Schofield moved to approve a "A Resolution Authorizing the Disposition of Real Estate in Midtown" (R-190-1), as presented. Seconded by Mr. Tongue. The motion carried unanimously as

follows: Those voting aye: Schofield, Miracle, Flory, Tongue, Curtis. Those voting nay: None. Absent: Bowman, Canada.

2. Comprehensive Plan Decision. The Planning Commission returned a decision to approve the Comprehensive Plan updates, with one word substitution, changing “modular home” to “manufactured home” on page four of Module 3 to correctly reflect the current requirements.

Mr. Schofield moved to approve “An Ordinance Adopting an Update to Module 3: Population and Housing and Module 7: Land Use of the Comprehensive Plan” (O-190-2), as presented with the modification. Seconded by Dr. Miracle. The motion carried unanimously as follows: Those voting aye: Schofield, Miracle, Flory, Tongue, Curtis. Those voting nay: None. Absent: Bowman, Canada.

Public Works: Mr. A. Fontaine Canada and Ms. Megan S. Byler

1. New Dump Trucks. As presented in the Fiscal Year 2024 budget we were getting a couple of new dump trucks for the maintenance department. We have traditionally obtained old VDOT trucks, but these have been costly needing lots of repairs. Instead, we have two new, slightly smaller than what we usually get, dump trucks that do not require a CDL to drive them so our entire maintenance department can use them throughout the year. They just arrived and will be put to many uses including snow removal, large item pick-up, landscaping, and water and sewer repairs.

2. Water Model. Future improvements to the Fountainhead Subdivision have been discussed previously and encompass stormwater, sewer, et cetera and we have an engineering firm looking at what we can do. Our maintenance crew has done dozens of repairs to lines there. The engineering firm recommended, as part of the project, to explore having a water model for the Town. The model would look at the entire distribution system including water tanks, pump stations, and lines throughout the town, could be manipulated to see how projects might affect our systems, drainage, and other things, and could even help determine what size water lines or fittings are best for a project. It would really help inform our decisions, and can be an added layer to our GIS system.

Recreation Commission: Ms. Stephanie L. Curtis and Ms. Megan S. Byler

No report was submitted, though there was mention of the first Shufflecurl game of the season on January 11 after a question from Ms. Curtis and Mayor Flory wanted to know if skate sessions were going well this season, and Ms. Byler answered yes.

Community Relations: Mr. Travis Bowman

1. Charter Day. Mr. Litten reported in Mr. Bowman’s absence that Charter Day will be February 7th beginning with Big Block of Cheese Day at 201 Green Street from noon to 5:30 PM, followed by an event at Sipe Center beginning at 7 PM. The Bridgewater and Turner Ashby choral groups will perform and there will be refreshments, and the awarding of the first ever A Better Life Exemplar (ABLE) award to a worthy recipient.

Economic Development Committee: Mr. Jim Tongue

No report was submitted.

Mayor's Report: Mayor Ted Flory

1. Monthly Police Report.

2. Proclamation Honoring Mr. Bill Kyger. Mayor Flory welcomed Mr. Kyger to the stage and read out a proclamation honoring Mr. Kyger’s years of service on the Board of Supervisors representing the Town’s district and service on other boards and commissions throughout his years, as well as years teaching students at Turner Ashby High School. Mayor Flory congratulated Mr. Kyger on his

retirement. Mr. Kyger then spoke his thanks, his appreciation of the Town and having lived here and represented such a fine Town.

Adjournment – 7:50 p.m.

Ted W. Flory, Mayor

Morgan Shirkey, Clerk

TOWN OF BRIDGEWATER- CUMULATIVE MONTHLY FINANCE SUMMARY

(S000)

2023-2024	ESTIMATED			ACTUAL			CASH IN BANK	NOTES
	REVENUE	EXPENSES	DIFFERENCES	REVENUE	EXPENSES	DIFFERENCES		
1 Month (Jul 31)	1755	1227	528	1862	1387	475	3944	
2 Months (Aug 31)	2542	2044	498	2733	2736	(3)	3501	
3 Months (Sep 30)	3446	3009	437	3863	3959	(96)	3424	
4 Months (Oct 31)	4186	3915	271	4638	4774	(136)	3407	
5 Months (Nov 30)	5083	4893	190	5687	5523	164	3749	
6 Months (Dec 31)	6277	5876	401	6781	6393	388	4002	
7 Months (Jan 31)	7030	6533	497	7703	7382	321	3975	
8 Months (Feb 28)	7721	7170	551			0		
9 Months (Mar 31)	8698	8360	338			0		
10 Months (Apr 30)	9354	9032	322			0		
11 Months (May 31)	10130	9766	364			0		
12 Months (Jun 30)	10998	10998	0			0		

TOWN OF BRIDGEWATER

Revenues and Expenditures
For the Month Ended January 31, 2024

	<u>Budget For Year</u>	<u>Estimated for 7 Months</u>	<u>Actual for 7 Months</u>
<u>Revenues and Other Sources</u>			
General Property Taxes	486,900.00	485,500.00	448,794.70
Other Local Taxes	2,823,450.00	1,458,785.00	1,429,349.28
Local Fees	111,400.00	99,175.00	107,310.98
Permits	10,400.00	6,075.00	2,469.35
Fines & Forfeitures	16,300.00	9,500.00	70,440.66
Revenue from Services	169,700.00	120,775.00	123,931.95
Revenue from the Use of Money & Property	177,700.00	117,025.00	214,299.45
Sipe Center	228,900.00	155,775.00	172,662.01
Miscellaneous	95,400.00	46,800.00	120,005.66
Categorical Aid	1,388,392.00	886,192.00	1,449,355.01
Proceeds from Financing	0.00	0.00	0.00
Funds Carried Forward(General Fund)	984,097.00	984,097.00	984,097.00
Stormwater Management	181,301.00	105,750.00	105,489.36
Sanitation	650,200.00	379,275.00	379,323.41
Water	1,375,900.00	830,475.00	805,809.84
Sewer	2,297,900.00	1,344,900.00	1,289,626.60
Totals:	<u>10,997,940.00</u>	<u>7,030,099.00</u>	<u>7,702,965.26</u>
<u>Expenditures</u>			
Town Council	44,466.00	22,333.00	23,256.91
Manager's Office	583,126.00	338,198.00	341,981.91
Legal Services	33,000.00	19,250.00	35,803.83
Independent Auditor	55,650.00	55,650.00	41,200.00
Treasurer's Office	276,644.00	166,645.00	179,650.25
Police Department	1,132,881.00	679,556.00	693,451.30
Volunteer Fire & Rescue Squad	30,000.00	15,000.00	15,000.00
Public Works Department	250,288.00	137,813.00	163,288.68
Highways, Streets, Sidewalks	1,019,312.00	515,937.00	940,401.63
Street Lights	97,215.00	56,700.00	73,996.04
General Properties	639,490.00	266,015.00	1,067,642.36
Parks	739,561.00	540,703.00	475,177.65
Recreation	260,767.00	153,325.00	212,031.03
Community Development	317,226.00	194,793.00	141,393.99
Sipe Center	358,986.00	221,979.00	235,447.34
Economic Development	47,706.00	27,625.00	47,472.26
Insurance	135,000.00	93,975.00	80,886.00
Fund Balance	367,700.00	158,850.00	216,379.28
Bad Debts	0.00	0.00	0.00
Debt Service	297,863.00	179,319.00	186,269.67
Storm Water Management	590,050.00	482,600.00	46,598.83
Sanitation & Waste Removal	791,294.00	373,812.00	507,186.75
Water Treatment	754,717.00	438,967.00	360,324.21
Water Distribution	821,686.00	543,446.00	343,290.54
Sewer Department	1,353,312.00	850,990.00	953,798.80
Totals:	<u>10,997,940.00</u>	<u>6,533,481.00</u>	<u>7,381,929.26</u>
Excesses (Deficiency of Revenue Over Expenditures)	<u>0.00</u>	<u>496,618.00</u>	<u>321,036.00</u>

STATEMENT OF REVENUES

For the Month Ended January 31, 2024

	For the Month Ended 1/31/24		For the 7 Months Ended 1/31/24	
	Estimated	Actual	Estimated	Actual
<u>General Property Taxes</u>				
Personal Property Taxes	0.00	6,087.97	382,500.00	343,322.09
Personal Property Taxes(State Portion)	0.00	0.00	102,000.00	102,034.14
Penalties and Interest on Taxes	500.00	768.49	1,000.00	3,438.47
Total:	500.00	6,856.46	485,500.00	448,794.70
<u>Other Local Taxes</u>				
Local Sales & Use Taxes	26,475.00	31,598.88	185,325.00	216,400.09
Communications Tax	5,300.00	4,986.97	37,050.00	34,971.55
Consumption Tax	1,835.00	2,982.64	12,835.00	14,381.16
Consumer's Utility Taxes	63,000.00	65,561.27	440,950.00	432,437.98
Cigarette Tax	10,025.00	3,477.50	30,075.00	10,227.20
Business License Taxes	24,000.00	17,780.62	24,000.00	25,994.74
Transient Occupancy Tax	1,275.00	1,016.68	3,825.00	6,909.98
Vehicle Rental Tax	825.00	91.54	5,825.00	618.98
Bank Stock Taxes	0.00	0.00	0.00	2,880.85
Meals Tax	135,000.00	128,558.34	718,900.00	684,526.75
Total:	267,735.00	256,054.44	1,458,785.00	1,429,349.28
<u>Local Fees</u>				
Motor Vehicle License Fee	2,850.00	4,855.32	85,850.00	88,049.97
Right-of Way Fees	1,475.00	2,938.04	10,325.00	9,816.01
Passport Application Fees	1,000.00	2,245.00	3,000.00	9,445.00
Total:	5,325.00	10,038.36	99,175.00	107,310.98
<u>Permits</u>				
Zoning, Erosion Permits	Total: 875.00	125.00	6,075.00	2,469.35
<u>Fines & Forfeitures</u>				
Fines & Forfeitures	Total: 1,350.00	5,372.67	9,500.00	70,440.66
<u>Revenue from Services</u>				
Rental Fees - Generation Park	33,000.00	41,286.92	90,650.00	97,913.90
Rental Fees - Mini Golf & Par 3	0.00	0.00	30,125.00	26,018.05
Total:	33,000.00	41,286.92	120,775.00	123,931.95
<u>Sipe Center</u>				
Concessions	5,325.00	6,470.91	37,275.00	42,569.17
Live Performances	20,000.00	8,280.76	79,000.00	77,717.47
Sponsorships	0.00	1,500.00	22,000.00	27,000.00
Movies	2,000.00	3,810.98	14,000.00	20,485.37
Space Rental	500.00	985.00	3,500.00	4,890.00
Total:	27,825.00	21,047.65	155,775.00	172,662.01
<u>Revenue from use of Money & Property</u>				
Interest on Bank Deposits	5,175.00	15,118.99	36,225.00	88,523.04
Rental of General Property/Shelters	0.00	892.00	6,000.00	11,397.00
Rental of Tennis Facilities	1,925.00	1,919.52	13,475.00	14,143.22
Sale of Vehicles	0.00	0.00	0.00	0.00
Sale of Material & Supplies	0.00	1,300.00	2,900.00	23,200.00
Sale of Real Estate	725.00	0.00	2,175.00	0.00
Public Communication Service Rent	1,100.00	(1,476.36)	56,250.00	77,036.19
Total:	8,925.00	17,754.15	117,025.00	214,299.45
<u>Miscellaneous/Donations</u>				
Miscellaneous	1,100.00	2,560.95	7,700.00	69,422.33
Gifts & Donations from Private Sources	0.00	0.00	500.00	7,391.33
Cemetery Lots	0.00	0.00	0.00	750.00
Classes, Camps, Festivals	1,000.00	0.00	2,500.00	6,307.00
Brick Donations	0.00	0.00	0.00	0.00
Town of Mt. Crawford	0.00	0.00	36,100.00	36,135.00
Town of Dayton	0.00	0.00	0.00	0.00
Total:	2,100.00	2,560.95	46,800.00	120,005.66

STATEMENT OF REVENUES

For the Month Ended January 31, 2024

	For the Month Ended 1/31/24		For the 7 Months Ended 1/31/24	
	<u>Estimated</u>	<u>Actual</u>	<u>Estimated</u>	<u>Actual</u>
<u>Categorical Aid</u>				
VDOT Secondary Maintenance	0.00	0.00	318,650.00	373,583.08
VDOT Primary Maintenance	0.00	0.00	106,200.00	127,426.62
Overweight Permit Fee Revenue	0.00	0.00	200.00	316.82
VDOT Reconciliation Funds	0.00	0.00	0.00	140,178.15
Riverwalk Grant	42,870.00	0.00	177,480.00	0.00
Crosswalk Improvement Grant	0.00	0.00	0.00	93,023.95
Gen-Oak Connector Grant	0.00	0.00	202,512.00	302,662.39
Law Enforcement Assistance Funds	0.00	0.00	77,150.00	81,166.00
Misc. Grants	0.00	243,700.00	0.00	308,085.00
Police Grants	0.00	0.00	0.00	16,692.00
Litter Control Grant	4,000.00	0.00	4,000.00	6,221.00
Total:	<u>46,870.00</u>	<u>243,700.00</u>	<u>886,192.00</u>	<u>1,449,355.01</u>
<u>Proceeds from Financing</u>				
Short Term Financing	0.00	0.00	0.00	0.00
Capital Financing	0.00	0.00	0.00	0.00
Total:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Funds Carried Forward</u>				
Funds Carried Forward	0.00	0.00	984,097.00	984,097.00
Total:	<u>0.00</u>	<u>0.00</u>	<u>984,097.00</u>	<u>984,097.00</u>
Total Revenue General Fund:	<u>394,505.00</u>	<u>604,796.60</u>	<u>4,369,699.00</u>	<u>5,122,716.05</u>

STATEMENT OF REVENUES

For the Month Ended January 31, 2024

	For the Month Ended 1/31/24		For the 7 Months Ended 1/31/24	
	<u>Estimated</u>	<u>Actual</u>	<u>Estimated</u>	<u>Actual</u>
<u>Stormwater Management</u>				
Monthly Utility Fee	15,100.00	15,094.71	105,750.00	105,489.36
Stormwater Admin Fees	0.00	0.00	0.00	0.00
Total:	<u>15,100.00</u>	<u>15,094.71</u>	<u>105,750.00</u>	<u>105,489.36</u>
<u>Sanitation Revenue</u>				
Refuse Collection Charges	50,075.00	50,777.58	350,575.00	354,730.36
Recycling/Vegetation Recycling Fees	3,050.00	3,116.40	21,400.00	21,779.80
Recycle Reimbursement	1,050.00	277.60	7,300.00	2,813.25
Total:	<u>54,175.00</u>	<u>54,171.58</u>	<u>379,275.00</u>	<u>379,323.41</u>
<u>Water Revenue</u>				
Charges of Services	94,450.00	87,280.30	755,525.00	738,336.19
Connection Fees	8,550.00	0.00	59,900.00	47,654.88
Penalties	2,150.00	2,177.01	15,050.00	19,818.77
Bad Debt	0.00	0.00	0.00	0.00
Total:	<u>105,150.00</u>	<u>89,457.31</u>	<u>830,475.00</u>	<u>805,809.84</u>
<u>Sewer Revenue</u>				
Charges for Services	160,325.00	155,785.58	1,175,975.00	1,211,228.88
Connection Fees	22,175.00	0.00	155,275.00	58,884.04
Penalties	1,900.00	1,991.63	13,350.00	18,257.96
Proceeds from Capital Financing	0.00	0.00	0.00	0.00
Sewer Surcharge	0.00	0.00	0.00	345.72
HRRSA Board Contribution	0.00	130.00	300.00	910.00
Total:	<u>184,400.00</u>	<u>157,907.21</u>	<u>1,344,900.00</u>	<u>1,289,626.60</u>
Total Revenue Enterprise Funds:	<u>358,825.00</u>	<u>316,630.81</u>	<u>2,660,400.00</u>	<u>2,580,249.21</u>
TOTAL REVENUE:	<u>753,330.00</u>	<u>921,427.41</u>	<u>7,030,099.00</u>	<u>7,702,965.26</u>

Cash in the Bank**Dec 31, 2023****Jan 31, 2024**

919,197.95	LGIP -(Fund Balance)	954,969.68
1,539,483.44	LGIP(ARPA)	1,546,720.25
171.61	LGIP(Wellness Quarter)	172.48
1,543,160.77	F & M Bank- Checking(Sweep Acct)	1,472,721.88
100.00	Farmers & Merchants Payroll Acct.	100.00
Total:	<u>4,002,113.77</u>	<u>3,974,684.29</u>

Comparative Statement of Appropriations with Expenses

For the Month Ended January 31, 2024

	For the Month Ended 1/31/24		For the 7 Months Ended 1/31/24	
	<u>Estimated</u>	<u>Actual</u>	<u>Estimated</u>	<u>Actual</u>
<u>Town Council</u>				
Personal Services	0.00	34.38	20,096.00	20,197.98
Fringe Benefits	0.00	0.00	1,537.00	1,537.86
Other Charges	100.00	574.64	700.00	1,521.07
Total:	<u>100.00</u>	<u>609.02</u>	<u>22,333.00</u>	<u>23,256.91</u>
<u>Manager's Office</u>				
Personal Services	33,375.00	33,133.68	253,500.00	249,062.74
Fringe Benefits	8,650.00	10,560.41	65,473.00	69,872.20
Contractual Services	1,650.00	932.54	11,650.00	6,917.01
Other Charges	1,075.00	1,418.19	7,575.00	16,129.96
Capital Outlay	0.00	0.00	0.00	0.00
Total:	<u>44,750.00</u>	<u>46,044.82</u>	<u>338,198.00</u>	<u>341,981.91</u>
<u>Legal Services</u>	Total:	2,750.00	3,325.63	19,250.00
<u>Independent Auditor</u>	Total:	0.00	4,500.00	55,650.00
<u>Treasurer's Office</u>				
Personal Services	14,200.00	14,821.23	108,495.00	111,905.11
Fringe Benefits	4,450.00	5,570.59	33,650.00	39,427.98
Contractual Services	1,100.00	1,342.79	21,600.00	23,185.70
Other Charges	400.00	102.28	2,900.00	5,131.46
Capital Outlay	0.00	0.00	0.00	0.00
Total:	<u>20,150.00</u>	<u>21,836.89</u>	<u>166,645.00</u>	<u>179,650.25</u>
<u>Volunteer Fire & Rescue</u>				
Fire & Rescue/Donations	0.00	0.00	15,000.00	15,000.00
Fire Program Funds	0.00	0.00	0.00	0.00
Total:	<u>0.00</u>	<u>0.00</u>	<u>15,000.00</u>	<u>15,000.00</u>
<u>Police Department</u>				
Personal Services	51,225.00	49,048.33	390,936.00	375,604.18
Personal Services (overtime)	2,125.00	1,063.02	19,375.00	19,530.36
Fringe Benefits	14,950.00	17,280.53	113,020.00	127,883.24
Auto Repair	900.00	0.00	6,400.00	5,721.66
Gas, Oil, Tires, etc.	1,900.00	1,795.12	13,400.00	16,037.40
Contractual Services	3,000.00	2,007.93	30,000.00	42,715.28
Other	2,925.00	1,372.22	20,425.00	22,416.93
Capital Outlay	0.00	0.00	86,000.00	83,542.25
Total:	<u>77,025.00</u>	<u>72,567.15</u>	<u>679,556.00</u>	<u>693,451.30</u>
<u>Public Works Department</u>				
Personal Service	13,575.00	13,146.10	103,295.00	106,914.73
Fringe Benefits	3,650.00	5,444.71	27,668.00	38,588.14
Contractual Services	800.00	1,581.06	5,700.00	16,279.93
Other	150.00	40.39	1,150.00	1,505.88
Capital Outlay	0.00	0.00	0.00	0.00
Total:	<u>18,175.00</u>	<u>20,212.26</u>	<u>137,813.00</u>	<u>163,288.68</u>

Comparative Statement of Appropriations with Expenses

For the Month Ended January 31, 2024

	For the Month Ended 1/31/24		For the 7 Months Ended 1/31/24	
	<u>Estimated</u>	<u>Actual</u>	<u>Estimated</u>	<u>Actual</u>
<u>Highways, Streets, Bridges & Sidewalks</u>				
Personal Services	9,525.00	9,929.12	73,563.00	70,034.93
Fringe Benefits	4,400.00	3,995.16	33,374.00	30,421.08
Contractual Services	18,175.00	16,072.80	52,150.00	116,791.19
Street Paving	0.00	0.00	0.00	193,238.72
Capital Outlay(Equipment)	0.00	0.00	0.00	52,065.04
Other Charges	4,150.00	304.56	29,150.00	32,506.38
Light Bridge	0.00	0.00	0.00	22,854.74
Gen-Oak Connector	0.00	0.00	277,700.00	259,279.03
SGR Funding	0.00	0.00	0.00	901.11
Capital Outlay	0.00	0.00	50,000.00	162,309.41
Total:	36,250.00	30,301.64	515,937.00	940,401.63
<u>Street Lights</u>				
Total:	8,100.00	8,380.53	56,700.00	73,996.04
<u>General Properties</u>				
Personal Services	18,800.00	16,222.82	144,306.00	131,882.11
Fringe Benefits	7,125.00	6,461.69	54,059.00	50,724.69
Contractual Services	7,075.00	20,536.46	49,575.00	102,118.54
Other Charges	2,575.00	1,303.08	18,075.00	18,616.73
Capital Outlay	0.00	145,035.00	0.00	764,300.29
Total:	35,575.00	189,559.05	266,015.00	1,067,642.36
<u>Parks</u>				
Personal Services	14,350.00	17,896.70	110,453.00	138,053.09
Fringe Benefits	6,200.00	5,929.94	46,900.00	45,955.22
Contractual Services	7,500.00	4,202.01	52,500.00	111,514.69
Other Charges	4,250.00	3,562.26	29,750.00	29,469.31
Capital Outlay - Riverwalk	0.00	268.00	261,100.00	1,756.64
Capital Outlay (or Contingency)	0.00	26,911.68	0.00	116,428.70
Capital Outlay/Equipment	0.00	32,000.00	40,000.00	32,000.00
Total:	32,300.00	90,770.59	540,703.00	475,177.65
<u>Recreation</u>				
Personal Services	9,825.00	12,986.31	75,850.00	104,775.27
Fringe Benefits	2,975.00	3,193.08	22,525.00	22,014.53
Contractual Services	4,625.00	12,913.13	36,875.00	62,772.71
Other Charges	2,075.00	6,470.57	14,575.00	24,723.19
Classes & Camps	0.00	0.00	3,500.00	(2,254.67)
Capital Outlay	0.00	0.00	0.00	0.00
Total:	19,500.00	35,563.09	153,325.00	212,031.03

Comparative Statement of Appropriations with Expenses
For the Month Ended January 31, 2024

	For the Month Ended 1/31/24		For the 7 Months Ended 1/31/24	
	<u>Estimated</u>	<u>Actual</u>	<u>Estimated</u>	<u>Actual</u>
<u>Community Development</u>				
Personal Services	4,575.00	2,529.28	34,360.00	19,446.99
Fringe Benefits	1,300.00	213.99	9,841.00	1,652.77
Contractual Services	2,325.00	1,689.97	21,325.00	17,328.84
Other Charges	3,400.00	2,643.38	73,900.00	59,561.62
Festivals	0.00	0.00	46,150.00	35,098.72
Entertainment	0.00	0.00	8,750.00	7,100.00
Passport Processing Expense	67.00	292.69	467.00	1,205.05
Capital	0.00	0.00	0.00	0.00
Total:	<u>11,667.00</u>	<u>7,369.31</u>	<u>194,793.00</u>	<u>141,393.99</u>
<u>Sipe Center</u>				
Personal Services	6,525.00	7,870.83	50,207.00	57,712.31
Fringe Benefits	2,275.00	2,320.97	17,243.00	15,949.15
Other Charges	1,650.00	8,227.23	11,650.00	19,871.71
Contractual Services	3,200.00	2,322.16	30,075.00	26,756.81
Concessions	0.00	1,852.51	0.00	11,467.03
Movies	2,600.00	3,588.55	18,153.00	21,486.33
Live Performances	9,900.00	12,100.00	94,651.00	82,204.00
Capital	0.00	0.00	0.00	0.00
Total:	<u>26,150.00</u>	<u>38,282.25</u>	<u>221,979.00</u>	<u>235,447.34</u>
<u>Economic Development</u>				
Personal Services	1,975.00	1,739.95	14,800.00	13,530.88
Fringe Benefits	700.00	515.03	5,225.00	3,669.60
Contractual Services	1,000.00	50.00	7,000.00	30,211.78
Other Charges	100.00	0.00	600.00	60.00
Capital Improvement	0.00	0.00	0.00	0.00
Total:	<u>3,775.00</u>	<u>2,304.98</u>	<u>27,625.00</u>	<u>47,472.26</u>
<u>Insurance</u>	Total:	<u>0.00</u>	<u>93,975.00</u>	<u>80,886.00</u>
<u>Fund Balance</u>	Total:	<u>26,475.00</u>	<u>31,594.94</u>	<u>158,850.00</u>
<u>Debt Service</u>				
Debt Retirement	14,950.00	14,945.00	130,800.00	133,751.80
Interest Expense	2,575.00	9,555.00	48,519.00	52,517.87
Total:	<u>17,525.00</u>	<u>24,500.00</u>	<u>179,319.00</u>	<u>186,269.67</u>
<u>Bad Debt-General Fund</u>	Total:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>Total Expenditures General Fund:</u>	<u>380,267.00</u>	<u>627,722.15</u>	<u>3,843,666.00</u>	<u>4,954,350.85</u>

Comparative Statement of Appropriations with Expenses

For the Month Ended January 31, 2024

	For the Month Ended 1/31/24		For the 7 Months Ended 1/31/24	
	<u>Estimated</u>	<u>Actual</u>	<u>Estimated</u>	<u>Actual</u>
<u>Storm Water Management</u>				
Personal Services	6,450.00	2,275.56	49,207.00	8,895.10
Fringe Benefits	2,025.00	1,253.92	15,193.00	8,052.26
Contractual Services	4,325.00	155.89	33,375.00	6,493.82
Other Charges	825.00	66.99	8,325.00	3,157.65
Capital Outlay	0.00	0.00	376,500.00	20,000.00
Total:	<u>13,625.00</u>	<u>3,752.36</u>	<u>482,600.00</u>	<u>46,598.83</u>
<u>Water Treatment</u>				
Personal Services	26,775.00	22,637.86	204,148.00	177,439.40
Fringe Benefits	7,975.00	7,879.07	60,419.00	58,008.57
Contractual Services	22,900.00	7,999.05	160,400.00	114,858.72
Other Charges	2,000.00	2,818.22	14,000.00	10,017.52
Capital Outlay	0.00	0.00	0.00	0.00
Total:	<u>59,650.00</u>	<u>41,334.20</u>	<u>438,967.00</u>	<u>360,324.21</u>
<u>Water Distribution</u>				
Personal Services	12,250.00	8,796.79	94,646.00	69,568.90
Fringe Benefits	4,700.00	4,123.69	35,725.00	31,912.32
Contractual Services	7,175.00	4,848.41	114,025.00	101,836.14
Other Charges	7,500.00	1,794.19	52,500.00	44,812.98
Debt Service/Int Expense	0.00	0.00	550.00	0.00
Capital Outlay	0.00	0.00	246,000.00	95,160.20
Bad Debt-Water	0.00	0.00	0.00	0.00
Total:	<u>31,625.00</u>	<u>19,563.08</u>	<u>543,446.00</u>	<u>343,290.54</u>
<u>Sanitation & Waste Removal</u>				
Personal Services	10,125.00	9,067.06	77,966.00	63,117.38
Fringe Benefits	4,350.00	3,899.44	32,966.00	29,604.51
Contractual Services	2,350.00	1,322.16	16,400.00	11,654.54
Contractual/Waste Management	23,350.00	24,092.47	163,400.00	164,950.93
Other Services	825.00	1,105.60	5,825.00	11,105.28
Landfill Fees	11,050.00	8,316.39	77,255.00	71,719.11
Capital Outlay	0.00	145,035.00	0.00	155,035.00
Total:	<u>52,050.00</u>	<u>192,838.12</u>	<u>373,812.00</u>	<u>507,186.75</u>
<u>Sewer Department</u>				
Personal Services	6,650.00	7,414.86	51,225.00	44,205.74
Fringe Benefits	2,350.00	2,307.04	17,790.00	16,721.35
Contractual Services	2,500.00	2,405.96	17,500.00	21,953.22
Sewer Authority	79,025.00	84,365.71	553,100.00	586,975.84
Other Charges	1,750.00	570.20	12,250.00	19,097.57
Debt Service/Int Expense	13,250.00	6,351.66	128,125.00	121,763.22
Capital Outlay	15,000.00	0.00	71,000.00	143,081.86
Total:	<u>120,525.00</u>	<u>103,415.43</u>	<u>850,990.00</u>	<u>953,798.80</u>
Total Expenditures Enterprise Funds	<u>277,475.00</u>	<u>360,903.19</u>	<u>2,689,815.00</u>	<u>2,211,199.13</u>
<u>TOTAL EXPENDITURES:</u>	Total: <u>657,742.00</u>	<u>988,625.34</u>	<u>6,533,481.00</u>	<u>7,381,929.26</u>
<u>Excess Revenue Over Expenses:</u>	<u>95,588.00</u>	<u>(67,197.93)</u>	<u>496,618.00</u>	<u>321,036.00</u>

BRIDGEWATER INDUSTRIAL DEVELOPMENT AUTHORITY

STATEMENT OF REVENUES

For the Month ended January 31, 2024

	<u>Budget</u>	<u>Current Month</u>	<u>Year to Date</u>
	<u>FY'24</u>	<u>1/31/2024</u>	<u>7/1/2023 -6/30/2024</u>
IDA Fees	6,000.00	0.00	0.00
Interest on Bank Deposits	0.00	0.00	0.00
Lease Proceeds/IDA Property	36,000.00	0.00	12,600.00
Bond /Principle & Interest	0.00	0.00	0.00
Miscellaneous Revenue	0.00	0.00	0.00
Transfer from Reserves	0.00	0.00	0.00
Total:	<u>42,000.00</u>	<u>0.00</u>	<u>12,600.00</u>

STATEMENT OF EXPENSES

For the Month ended January 31, 2024

	<u>Budget</u>	<u>Current Month</u>	<u>Year to Date</u>
	<u>FY'24</u>	<u>1/31/2024</u>	<u>7/1/2023 -6/30/2024</u>
Personal Service	1,000.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00
Other	0.00	0.00	0.00
Contractual Services	2,000.00	0.00	462.00
Capital	0.00	0.00	0.00
Legal Service	1,000.00	0.00	4,805.00
Insurance & Bonding	0.00	0.00	0.00
Debt Retirement	19,100.00	0.00	9,375.91
Interest Expense	15,100.00	0.00	7,710.67
Add to IDA Reserve	3,800.00	0.00	0.00
Total:	<u>42,000.00</u>	<u>0.00</u>	<u>22,353.58</u>
Excess Revenue over Expense		<u>0.00</u>	<u>-9,753.58</u>

Cash in the Bank- IDA

Dec 31, 2023

Jan 31, 2024

United Bank - IDA Checking

25,341.28

25,341.28

Total: 25,341.28

25,341.28



TO: Town Council

FROM: J. Jay Litten, Town Manager

DATE: February 9, 2024

RE: February Staff Report

Treasurer's Report

[Council Action? Yes.]

As always, I commend the full Treasurer's Report to your attention, but it is fairly unremarkable this month. Our basic revenue metrics look fine, with Meals Tax revenue lagging a bit because of a couple of delinquencies and water revenue lagging a bit because, well, water usage is difficult to predict.

A couple of unusual items: the \$243,000 SLAF grant finally arrived last month. The twin \$145,000 expenditures in Sanitation and General Properties are for the two dump trucks Dale received with pride.

	<u>Month</u>	<u>Year</u>
CUT	104.1%	98.1%
MEALS	95.2%	95.2%
CUT+M	98.0%	96.3%
WATER	92.4%	97.7%
SEWER	97.2%	103.0%
W+S	95.4%	100.9%
OVERALL	96.6%	99.2%

As is usually the case, we'll probably be looking at a springtime budget amendment, mainly to adjust for those projects which have moved a little faster or a little slower than we anticipated.

Police Assistance Pact

[Council Action? Yes.]

This is a relatively small item, but in the end, it could create a significant benefit. As you know, the Lawn Party stretches our police resources. We not only pay our own people overtime, but we also hire officers from other jurisdictions to deal with the various issues which arise. Jurisdictional issues arise whenever officers act outside their own locality, and some of those issues are unsolvable:

- Dayton officers can act here under the Mutual Assistance Agreement;
- Rockingham Sheriff's Deputies can act here, because Bridgewater is within Rockingham County;

- Officers from other Rockingham County towns could act only if the Sheriff or the City Police Chief created a Lawn Party “task force” under the countywide mutual aid agreement, and
- Officers from other nearby communities such as New Market or Shenandoah could not act at all.

The PAP would give officers from any signing jurisdiction the authority to act at the Lawn Party. It also goes a little further and provides some “backstop jurisdiction.” Each of the signing jurisdictions grants general authority to officers from each of the other signing jurisdictions. This authority isn’t to be used on a whim, but sometimes events overwhelm a highly structured agreement such as the countywide pact. For example, in an emergency, our officers might be dispatched to Grottoes even if the Sheriff has not created an official task force. If Grottoes and Bridgewater both signed on to the PAP, the officers (and both towns) would be protected.

While we expect other jurisdictions will want to sign on to the PAP, we obviously won’t ask officially unless you think it’s a good idea.

Title 6, Chapter 22 Amendments: Signage

[Council Action? Not Yet.]

Tuesday’s public hearing is regarding proposed textual amendments to Bridgewater’s signage ordinance.

You’ll recall we first brought the need for these amendments to your attention last fall. A helpful recap can be found in the [October, 2023, Y Column](#). Initially the Planning Commission set out to update temporary signage regulations with the goal of making sure they adequately address election signs that are becoming increasingly prevalent as the political climate becomes more...well...political. However, as we worked through the ordinance, we realized a few other signage regulations needed to be updated as well. You’ll find all the revisions included in the redlined version found in your packet.

AN ORDINANCE ADOPTING A POLICE ASSISTANCE PACT

(R-190-2)

Whereas, from time to time, Bridgewater requires assistance in providing police services at the Fire Company's annual Lawn Party or in response to other events, and

Whereas, mutual police assistance can be valuable in other situations as well, serving to protect both the public and police officers, and

Whereas, the existing countywide mutual-assistance agreement is a useful but limited tool,

Whereas, the Council believes that the Town should enter into the proposed Police Assistance Pact attached as Exhibit A,

Now, therefore, be it resolved by the Council of the Town of Bridgewater, Virginia, that the Town Manager is authorized to enter into the attached Police Assistance Pact and is further authorized to make such modifications as he deems to be consistent with the purposes of this resolution.

Mayor

.....
I certify that I am the Clerk of the Town of Bridgewater, Virginia, and that the foregoing is a true copy of a resolution adopted by the Council of the Town of Bridgewater, Virginia on February 13, 2024, upon the following vote:

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>NOT PRESENT</u>	<u>MEMBER</u>
_____	_____	_____	_____	Mr. Bowman
_____	_____	_____	_____	Mr. Canada
_____	_____	_____	_____	Ms. Curtis
_____	_____	_____	_____	Mr. Flory
_____	_____	_____	_____	Dr. Miracle
_____	_____	_____	_____	Mr. Schofield
_____	_____	_____	_____	Mr. Tongue

Date

Clerk

POLICE ASSISTANCE PACT

This Pact is made this 13th day of February, 2024, by the Town of Bridgewater, Virginia, a municipal corporation, and those other parties who have entered into this agreement under Section Seven below.

Whereas, Bridgewater's initial purpose in proposing this pact was to ensure that officers from other jurisdictions were vested with police powers when serving at the Fire Company's annual Lawn Party, but

Whereas, a secondary purpose has arisen, viz. to vest police powers in officers from participating jurisdictions in situations not adequately covered by the countywide mutual aid agreement (such as when the Rockingham Sheriff or City Police Chief do not create a “task force”),

Now, therefore, the parties agree as follows:

§ 1. Definitions. For purposes of this pact,

- (a) The "Requesting Jurisdiction" is the party which requests police assistance either
 - (i) explicitly or (ii) implicitly, whenever the Harrisonburg-Rockingham Emergency Communications Center dispatches an officer from another jurisdiction to act there.
- (b) The "Assisting Jurisdiction" is the party which provides—or has been requested to provide—police assistance under this pact.

§ 2. Statutory Authority. This pact is an agreement executed pursuant to Virginia Code § 15.2- 1726.

§ 3. Vesting of Officers. Intergovernmental police service and assistance may be provided between the parties during those times of emergency and routine police work when



mutual aid is deemed to best serve the interests of each party and its residents. Within the Requesting Jurisdiction, all police officers from the Assisting Jurisdiction shall have the same powers, rights, privileges, and immunities as officers from the Requesting Jurisdiction itself, including the right to make arrests.

§ 4. Logistics.

- (a) Each party authorizes its police chief (or officer commanding in the chiefs' absence) to direct equipment and police services to a Requesting Jurisdiction. However, nothing in this pact requires an Assisting Jurisdiction to provide any assistance requested. The provision of assistance is always voluntary.
- (b) Police officers from the Assisting Jurisdiction shall be commanded by appropriate authorities in the Requesting Jurisdiction; provided, however, that police officers shall always be subject to the authority of their superiors in the Assisting Jurisdiction.
- (c) An Assisting Jurisdiction may withdraw the aid at any time upon the direction of the Assisting Jurisdiction's police chief (or officer commanding in the chiefs' absence).
- (d) Cooperative police services shall be rendered without charge to the Requesting Jurisdiction during the normal conduct of police business, but an Assisting Jurisdiction may request remuneration for unusual or burdensome costs. In such unusual cases, the parties agree to negotiate in good faith concerning remuneration.
- (e) From time to time, police chiefs of the parties may establish uniform rules and regulations for giving and receiving aid, such regulations to be consistent with the provisions hereof.

§ 5. Liability.

- (a) Property Damage. The Requesting Jurisdiction shall be liable to the Assisting Jurisdiction for any equipment of the Assisting Jurisdiction which may be damaged or destroyed while rendering assistance.
- (b) Third Parties. To the extent allowed by law, the Requesting Jurisdiction shall indemnify the Assisting Jurisdiction against any liability incurred to third parties as a result of assistance provided under this pact. Each party agrees to carry a police liability insurance policy in the minimum amount of three million dollars insuring any Assisting Jurisdiction and its officer when rendering aid to the party.
- (c) Injuries to Officers. When acting under this pact, police officers are employees of their own employers acting within the scope of their employment. Accordingly, each party expects that its own workers' compensation policy will cover its employees even when they are providing assistance under this pact.

§ 6. Absolutes.

- (a) No Obligation. Absent an order from a police officer's superior in his own jurisdiction, nothing in this pact shall create an obligation for an officer to act in another jurisdiction.
- (b) Authority. Every police officer employed by a party to this pact shall have full police powers within the jurisdiction of every other signatory to this pact, though the parties expect their officers to provide assistance only protocols established by this pact or other applicable agreements.
- (c) Other Agreements. This pact shall expand upon previous mutual-aid agreements and shall not supersede or limit them in any way.

(d) Withdrawal. Any party may withdraw from this pact through a resolution adopted by its governing body and communicated to all other parties.

§ 7. Parties. The parties to this pact are the Town of Bridgewater and any of the following jurisdictions as may have signed below or signed a counterpart within six months hereof: Town of Broadway, Virginia; Town of Dayton, Virginia; Town of Elkton, Virginia; Town of Grottoes, Virginia; Town of Mt. Crawford, Virginia; Town of New Market, Virginia; Town of Shenandoah, Virginia; Town of Timberville, Virginia.¹

Agreed, as evidenced by the signatures below.

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¹ Some of the potential parties listed in this section are not served by Harrisonburg-Rockingham ECC, so it is unlikely that the ECC would dispatch officers from there or to there. Likewise, they are not included in the countywide agreement of July 10, 2013, but the other parties hereto see no reason to deny their participation here.

TOWN OF BRIDGEWATER

By: _____

Title: _____

Date: _____

TOWN OF BROADWAY

By: _____

Title: _____

Date: _____

TOWN OF DAYTON

By: _____

Title: _____

Date: _____

TOWN OF ELKTON

By: _____

Title: _____

Date: _____

TOWN OF GROTTUES

By: _____

Title: _____

Date: _____

TOWN OF MT. CRAWFORD

By: _____

Title: _____

Date: _____

TOWN OF NEW MARKET

By: _____

Title: _____

Date: _____

TOWN OF SHENANDOAH

By: _____

Title: _____

Date: _____

TOWN OF TIMBERVILLE

By: _____

Title: _____

Date: _____

CHAPTER 22

SIGNS, BILLBOARDS, AND OTHER ADVERTISING STRUCTURES

§ 6-2201. Purpose and Interpretation. The purpose of this Chapter is to regulate the size, illumination, materials, location, height, and condition of all Signs placed upon private property for exterior observation within the Town to promote the creation of a convenient, attractive and harmonious community, ensure the safety of pedestrians and motorists, and preserve property values. This Chapter is intended to allow adequate communication through signage while encouraging aesthetic quality in the design, location, size and purpose of all Signs. This Chapter shall be interpreted in a manner consistent with the First Amendment of the United States Constitution. If any provision of this Chapter is found to be invalid, such finding shall not affect the validity of other provisions of the Chapter that can be given effect without the invalid provision. *(Formerly § 6-194.0.)*

§ 6-2202. Definitions. The following definitions apply throughout this Chapter:

(1) Area. The Area of a [Sign](#) designed to be viewed from two directions shall be the area of the largest side. In calculating the area of a Sign, its exterior dimensions shall be used, and open space within the Sign shall be included as part of the Sign's Area. Nevertheless, if the two faces of the Sign are

(i) more than two feet apart, or

(ii) neither parallel nor at an angle of less than 45°

the Area of the Sign shall be the total area of both sides. The Area of Signs with more than two sides shall be the total area of all sides. A Sign's support structure is not considered when calculating the Area of a Sign. *(Formerly § 6-194.1(a).)*

(2) Flag. A piece of cloth or similar material, typically oblong or square, attachable by one edge to a pole or rope and used as a symbol or decoration; this includes pennants. *(Formerly § 6-194.1(b).)*

(3) Ground Sign. A Ground Sign is any [Sign](#) which (1) rests directly on the ground or (2) is supported by uprights or braces placed in or upon the ground. Two separate Signs built on the same support structure shall be treated as one Ground Sign. *(Formerly § 6-194.1(c).)*

(4) Height. The Height of a [Sign](#) is the vertical distance from the ground to the highest point on the Sign or its support structure. A berm built beneath the Sign shall not be counted as the "ground" for the purpose of calculating the height of a Sign. *(Formerly § 6-194.1(d).)*

(4) Incidental Signs. Incidental Signs are [Signs](#) allowed under [§ 6-2203\(a\)](#). They shall not be treated as [Ground Signs](#), [Wall Signs](#), or [Roof Signs](#). *(Formerly § 6-194.1(e).)*

(5) *Location*. Location shall mean the broadest of the following: (i) a Lot, as defined in § 6-401, (ii) multiple Lots, as defined in § 6-401, if spanned by a single commercial enterprise, organization, or entity, or (iii) a discrete shopping center comprised of multiple commercial enterprises. (Formerly § 6-194.1(f).)

(6) ~~Minor-Very Small Signs~~. A Sign not exceeding one square foot in Area and four feet in Height. (Formerly § 6-194.1(g).)

(7) *Relate*. A Sign A Relates to a Location if it directs attention to a business, product, service, or activity conducted, sold or offered at that Location. (Formerly § 6-194.1(h).)

(8) *Roof Sign*. A Roof Sign is any Sign built upon the roof of any Building or other Structure. (Formerly § 6-194.1(i).)

(9) *Setback*. The Setback of a Sign is the minimum distance between any portion of the Sign and any public or private street. (Formerly § 6-194.1(j).)

Practice Note: With respect to public Streets, the width of the Street is controlled by § 6-401(70).

(10) *Sign*. Any object, device, display, or structure, or part thereof, visible from a public place, a public right-of-way, any parking area or right-of-way open to use by the general public, or any navigable body of water which is designed and used to attract attention to an institution, organization, business, product, service, event, or location by any means involving words, letters, figures, designs, symbols, fixtures, logos, colors, illumination, or projected images.

For the purposes of clarification, examples of items which do not satisfy the necessary elements of this definition include, but are not limited to, pavement markings, sculptures, architectural elements incorporated into the style or function of a Building, and the display of merchandise for sale on the site of the display or displays which are inside a structure and visible externally only through windows. (Formerly § 6-194.1(k).)

(11) *Temporary Sign*. A Temporary Sign is either of the following:

(i) Any Sign, banner, pennant, valance, or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard, plastic, or other light materials with or without frames, intended to be displayed for a short period of time, or

(ii) Any Sign which, through the use of wheels or otherwise, is designed to be transported from place to place.

The category of “Temporary Signs” is not mutually exclusive with other categories. For example, a Temporary Sign may also be a Ground Sign. Therefore, a Temporary Sign must meet the requirements for Temporary Signs as well as other requirements which apply to the type of Sign involved. (Formerly § 6-194.1(l).)

(12) Wall Sign. A Wall Sign is any Sign which is attached to a wall or painted on or against a flat vertical surface of a Structure, provided that any Sign which qualifies as a Window Sign under § 6-2202(13) shall not be considered a Wall Sign. (Formerly § 6-194.1(m).)

(13) Window Sign. A Window Sign is any Sign which is hung behind, hung in front of, painted on, or affixed to glass windows or glass doors, being circumscribed entirely by the perimeter of the window or door. For purposes of this definition, "glass" includes substitutes which function similarly to traditional glass.

§ 6-2203. Allowed Signs. Subject to the sections which follow, this section governs what Signs are allowed in each zoning classification.

(a) The following Incidental Signs are allowed in all zoning classifications and do not count against the zoning-specific allowances set forth below in subsections (b), (c), and (d).

(1) On Property for Sale or Rent. One ~~Temporary Sign~~ sign of not more than four feet in Height and nine square feet in Area on any property for sale or rent, ~~only until the property is sold or rented.~~

(2) On Property with Building Permit. ~~One Three signs Temporary Sign~~ of not more than four feet in Height and nine square feet in Area ~~each~~ on any property with an active building permit ~~only while the permit is active (up to a maximum of 24 months).~~

(3) Made with Certain Materials. Signs or tablets not more than two square feet in Area that are written into masonry, bronze, or other materials.

(4) At Subdivision Entrances. For residential subdivision entrances, one Ground Sign no more than five feet in Height and forty square feet in Area.

(5) Near Gasoline Pumps. Signs affixed to gasoline pumps or protective structures adjacent to such pumps, provided the Sign is not larger than the pump itself.

(6) Very Small Signs. Two ~~Minor Signs~~ Very Small Signs on any one Lot, as defined in § 6-401.

(7) Flags. Flags up to 16 square feet in Area.

(8) Town Signs. Signs erected by the Town or required by law.

(9) Court-Ordered Signs. ~~Temporary~~ Signs posted or displayed ~~for a short period of time~~ by or under the direction of any public or court officer in the performance of their official duties.

(10) At Cemetery Plots, etc. One Ground Sign or Wall Sign on any cemetery plot, mausoleum, or aboveground burial vault.

(b) In R-1 ~~and R-2~~ zones, the following Signs shall be permitted:

~~(1) One Wall Sign—no larger than six square feet.~~

~~(2) As an alternative to the Wall Sign permitted under paragraph (b)(1) of this section, one Up to three Temporary Ground Signs—no larger than three square feet in Area and four feet in Height.~~

(c) In ~~R-2 and~~ R-3 zones, the following Signs shall be permitted:

(1) One Wall Sign—no larger than eight square feet.

(2) As an alternative to the Wall Sign permitted under paragraph (b)(1) of this section, one Ground Sign—no larger than eight square feet in Area and five feet in Height.

(3) Up to three Temporary Ground Signs—no larger than three square feet in Area and four feet in Height, but the total number of permanent and Temporary Ground Signs shall not exceed three.

(d) In all other zoning classifications, any combination of Ground, Wall, or Roof Signs is permitted, provided:

(1) On any Lot, Ground Signs within 25 feet of a Street must be placed at least 100 feet apart except for Grounds Signs authorized above by subsection (a)(10), and

(2) The total Area of Ground and Roof Signs at any Location shall not exceed 100 square feet in a B-1 zone; 150 square feet in a B-2, A-1, or A-2 zone; or 200 square feet in an M-1 zone. One permanent Ground Sign and one temporary ground sign for each Location and one Wall or Roof Sign per street facing exterior wall for each separate commercial or other enterprise shall be permitted. Additionally, ~~Minor-Very Small~~ Signs may be placed throughout the Lot.

(3) Window Signs, provided that not more than 50% of the area of any window or door shall be taken up by Window Signs.

(Formerly § 6-194.2.)

§ 6-2204. Location of Signs.

(a) Signs greater than 100 square feet in Area must have a Setback of at least 25 feet.

(b) All Signs must be placed at the Location to which they Relate.

(Formerly § 6-194.3.)

§ 6-2205. Drop Down Regulations. Wherever the principal structure or use of property complies with a more restrictive zoning classification than it is actually zoned, the Sign regulations for the more restrictive classification shall govern. (Formerly § 6-194.4.)

Practice Note: The definition of "Main Building" will inform this section, mutatis mutandis.

§ 6-2206. Special Use Permits. Upon proper application, and after following the process described in Chapter 23, the Council may grant a special use permit authorizing a Sign which would otherwise be prohibited by this Chapter. The permit may contain such conditions as the Council deems proper.

Nevertheless, the Council restates its holding that the substantive provisions of this Chapter are generally in the Town's best interests, and the Council anticipates that special use permits as authorized by this section will be appropriate only in unusual circumstances. (Formerly § 6-194.5.)

§ 6-2207. General Limitations.

(a) No Sign shall exceed the maximum Height for Structures in the relevant zoning classification. No Ground Sign shall exceed 50% of such maximum Height.

(b) No Sign shall be erected or maintained at any Location where by reason of its position, wording, illumination, size, shape, or color it may obstruct, impair, obscure, interfere with the view of, or be confused with, any authorized traffic control sign, signal, or device.

(c) No Sign shall contain or make use of any word, phrase, symbol, shape, form, or character so as to interfere with, mislead, or confuse traffic.

(d) No Sign having flashing, intermittent, or animated illumination shall be permitted. However, this prohibition does not extend to electronic message boards in which the flashing, intermittent, or animated illumination itself conveys information.

(e) No illuminated Sign shall be permitted within fifty feet of any residential district unless the illumination is so designed that it does not shine or reflect light onto property in the residential district.

(f) All Signs shall be neatly lettered, spelled correctly, and maintained in good repair.

(Formerly § 6-194.6.)

§ 6-2208. Temporary Signs. Temporary Signs must meet the requirements of this section in addition to all other applicable requirements of this Chapter.

(a) Temporary Signs are allowed for the following periods:

~~(1) For Signs on property that is for sale or rent, only until the property is sold or rented.~~

~~(2) For Signs on property with an active building permit, only while the permit is active (up to a maximum of 24 months).~~

(3) For Signs on a Location with a new business, ~~30-90~~ days.

(4) For Signs advertising a one-time event, a maximum of ~~30-90~~ days, ending on the day after the event, at which time the Sign must be removed.

(4) For other Signs, ~~60-90~~ days.

(b) Temporary Signs may be placed on public property only with written permission of the Town Manager.

(c) When a Temporary Sign is removed, it may not be replaced by the same or another Temporary Sign for ~~30-90~~ days.

(Formerly § 6-194.7.)

§ 6-2209. Application. Except for ~~Incidental Signs~~, Temporary Signs and ~~Minor Signs~~Very Small Signs, no Sign shall be installed until a zoning permit is issued in accordance with § 6-302. The application for a zoning permit to install a Sign must be in the form prescribed by § 6-302 and must include a sketch of the proposed Sign, along with its support structure. The application shall specify the Area and Height of the Sign. The Zoning Administrator or his designated assistant shall promptly process applications for a sign permit and either approve the application, reject the application, or notify the applicant of deficiencies in the application within 20 business days after receipt. Any application that complies with all provision of this Chapter, this Title, the building code, and other applicable laws, regulations, and ordinances shall be approved. If an application is rejected, the Zoning Administrator or his designated assistant shall provide a list of the reasons for the rejection in writing. *(Formerly § 6-194.8.)*



January 2024 Police Report- Bridgewater

Police Calls for service: 1057 (652 Extra Patrol)

IBR Group A offenses: 4

Incident Reports: 47

Total Traffic Crashes: 4

DMV Crash Reports: 1

Arrests: 1

Summons: 39

Notable BPD activity:

Off to a good year so far.

Jan. 27th Cocoa and Cookies with a Cop was a big hit with a lot of positive contact with residents at Generations Park, all cookies and cocoa gone!

**Here are just a few things that BPD has dealt with in our 2023 Year in Review
117 Group A offenses, this is everything from Crimes against persons (ex: assault),
property (larceny) and society (ex: drug offense). I am pleased with this number and work
diligently to mitigate and deter crimes for 2024.**

**School Speed Zone photo enforcement has reduced speeding by 92%!!! We haven't had a
traffic crash in the school zone since implementation. Positive win for our goal of making
the school zone safer.**

**The department had 33 Arrests which averages less than 3 a month which is great and I'm
proud of the officers that do such a good job of resolution with an occasional need for the
justice system.**

BPD had 1221 traffic stops with 466 traffic summonses.

Thank you, Chief Phillip Read



Town of Bridgewater
POLICE DEPARTMENT
201 Green Street, Bridgewater, Virginia 22812
Phone: (540) 828-2611
Fax: (540) 828-0136
police@bridgewater.town



CRIME TRENDS

Town of Bridgewater, Virginia

Group A Offense	Jan-24	Feb.- 24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total
Crimes Against Persons													
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Kidnapping/Abduction	0	0	0	0	0	0	0	0	0	0	0	0	0
Forcible Sex Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	0	0	0
Simple Assault/Intimidation	1	0	0	0	0	0	0	0	0	0	0	0	1
Non-forcible Sex Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Crimes Against Property													
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	0	0	0	0	0
Larceny	2	0	0	0	0	0	0	0	0	0	0	0	2
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0	0	0	0	0	0	0	0	0
Fraud	1	0	0	0	0	0	0	0	0	0	0	0	1
Embezzlement	0	0	0	0	0	0	0	0	0	0	0	0	0
Stolen Property	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Damage/Vandalism	0	0	0	0	0	0	0	0	0	0	0	0	0
Bribery	0	0	0	0	0	0	0	0	0	0	0	0	0
Crimes Against Society													
Drug Offenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Pornography/Obscene Material	0	0	0	0	0	0	0	0	0	0	0	0	0
Gambling	0	0	0	0	0	0	0	0	0	0	0	0	0
Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0
Weapon Law Violations	0	0	0	0	0	0	0	0	0	0	0	0	0