



**TOWN OF BLUEFIELD
TOWN COUNCIL MEETING
August 9, 2016
AGENDA**

7:30 p.m. **Call to Order**

7:31 p.m. **Invocation and Pledge of Allegiance**

- Pastor Jim Drake, Parkview Baptist Church

7:33 p.m. **Approval of Agenda**

7:34 p.m. **Consent Agenda**

- [July 26, 2016 Council Meeting Minutes](#)

7:36 p.m. **Citizen Requests & Special Presentations**

7:37 p.m. **Committee Reports**

- Autumn Jamboree Update – James Hampton
- 5k Challenge Update – Billie Roberts

7:46 p.m. **Unfinished Business & Reports**

- Downtown Design Update – Billie Roberts

7:50 p.m. **New Business and Reports**

- [122 High Street Deed](#), VOTE – Mike Watson
- [Section of 94 Montrose Street Deed](#), VOTE – Mike Watson

7:56 p.m. **Town Manager's Report**

- Employee Appreciation Night Fireworks at Bowen Field postponed until August 12th Baseball Game
- Two Virginias 5K Challenge – Saturday, August 27th

7:58 p.m. **Citizen Comments**

8:03 p.m. **Council Comments**

8:15 p.m. **Attorney Report**

- Unclaimed Personal Property Ordinance, (2nd Reading) - VOTE (To Read by Title Only)
- Unclaimed Personal Property Ordinance - VOTE (To Adopt the Ordinance)

8:18 p.m. **Adjourn**

Memo

To: Town Council

From: Mike Watson

Date: 08/04/16

Re: 122 High Street



Council:

In order to move forward with the locally administered highway construction project on High Street, the Town will need to acquire certain properties along that route, including 122 High Street. I would like to request that Council make a motion to (1) Authorize the expenditure of money to purchase the property for \$5,000; (2) Approve the acceptance of the property / real estate interest described in the deed; and (3) Authorize the Mayor to sign the deed on behalf of the Town.

Thanks,

Mike

THIS INSTRUMENT PREPARED BY:
MATTHEW CHASE FREEDMAN (VSB #78496)
TOWN ATTORNEY
TOWN OF BLUEFIELD
112 HUFFARD DRIVE
P.O. BOX 1026
BLUEFIELD, VA 24605

TAX MAP ID NO(S). 024A2A 0005

PURCHASE PRICE: \$5,000.00
TAX ASSESSED VALUE: \$27,800.00

RETURN TO ADDRESS OF GRANTEE AFTER RECORDATION:

TOWN OF BLUEFIELD
112 HUFFARD DRIVE
BLUEFIELD, VA 24605

THIS DEED IS EXEMPT FROM GRANTEE RECORDATION TAXES PURSUANT TO SECTION 58.1-811(A)(3) OF THE CODE OF VIRGINIA (1950) AS AMENDED.

THIS DEED is made and entered into on this 3rd day of August, in the year 2016, by and between **WILLIAM F. ROATEN**, a widower, the **GRANTOR**, and the **TOWN OF BLUEFIELD**, a Virginia Municipal Corporation, the **GRANTEE**.

WITNESSETH:

That for and in consideration of the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00), cash in hand paid by the said Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey, with Covenants of General Warranty of Title, unto the said Grantee, all the hereinafter described real estate, together with the improvements thereon and the appurtenances thereunto belonging, containing in the aggregate about one and one-half acre (1-1/2 A.) situate in the Town of Bluefield, Tazewell County, Virginia, illustrated as Parcel 5 upon a map intended to be recorded simultaneously herewith and entitled "MAP SHOWING PARCELS 5 & 7 TAX MAP 24A2 HIGH STREET TOWN OF BLUEFIELD, TAZEWELL COUNTY, VA" with scale of 1" = 50', dated May 16, 2016, prepared by Appalachian Engineering & Surveying, Inc., 212 College Avenue, Bluefield, West Virginia, 24701, and said real estate being more particularly bounded and described as follows, to wit:

FIRST: A one-acre (1-A.) tract of land west and adjoining the acre lot heretofore known as the Sara Witt lot, on the north side of the road leading to Falls Mills, and more particularly bounded and described as follows: "BEGINNING at a point on the North bank of the county road leading from Falls Mills to Graham, this point is also the southwest corner of a one-acre tract recently conveyed to Sara Witt by the Graham Land and Improvement Company; thence, parallel and 13 feet distant therefrom the center of the road leading from Graham to Falls Mills, N. 85° 15' W. 140.87 feet to a point; thence, leaving said road N. 2° 15' E. 309-1/2 feet to a point; thence, S. 85° 15' E. 140.87 feet to a point, the northwest corner to said 1-acre tract; thence, with the west side of said 1 acre tract, S. 2° 15' W. 309-1/2 feet to the BEGINNING, containing 43,560 square feet (1 acre.)

SEE PLAT BOOK PAGE

SECOND: All that certain lot or parcel of land situate in said Town of Bluefield, County of Tazewell, bounded and described as follows: "BEGINNING at the southwest corner of the aforesaid 1-acre tract (Barrett); thence, N. 89° 25' W. 73.8 feet to a point; thence, leaving said county road, N. 2° 15' E. 264.4 feet to a point; thence, N. 59° 36' E. 87.1 feet to the northwest corner of said 1-acre Barrett tract; thence, with the same S. 2° 15' W. 309.5 feet to the point of the BEGINNING."

And being the same property conveyed to the said Grantor by a certain deed dated May 1, 1979, and of record in the Office of the Clerk of the Circuit Court in Tazewell County, Virginia in Deed Book 457 at Page 492.

This conveyance is made subject to all the rights, privileges, easements, reservations, and restrictions of record in the Office of the Clerk of the Circuit Court in Tazewell County, Virginia to the extent that the same may lawfully affect the property herein conveyed and subject to such matters as would be revealed by a careful inspection of the premises.

The said Grantee, by an affirmative majority vote of the Council of the Town of Bluefield, Virginia on August 9, 2016, and by joining in this deed through signature of its authorized representative, accepts the interest in the real estate conveyed by this deed pursuant to section 15.2-1803 of the Code of Virginia (1950) as amended.

WITNESS the following signatures and seals.

William F. Roaten (SEAL)
WILLIAM F. ROATEN

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by William F. Roaten, the Grantor, on this 3 day of August, 2016.



Brittnie Carole Hubbard
NOTARY PUBLIC
MY COMMISSION EXPIRES: January 31, 2019
REGISTRATION NUMBER: 7658697

(ADDITIONAL SIGNATURES SHOWN ON THE FOLLOWING PAGES)

TOWN OF BLUEFIELD
A VIRGINIA MUNICIPAL CORPORATION

DONALD R. HARRIS, MAYOR (SEAL)

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Donald R. Harris, the Mayor of the Town of Bluefield, a Virginia Municipal Corporation, on this ____ day of _____, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
REGISTRATION NUMBER: _____

ATTEST:

LESLEY CATRON, TOWN CLERK

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Lesley Catron, the Town Clerk of the Town of Bluefield, a Virginia Municipal Corporation, on this ____ day of _____, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
REGISTRATION NUMBER: _____

APPROVED AS TO FORM BY:



MATTHEW CHASE FREEDMAN (VSB #78496), TOWN ATTORNEY

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Matthew Chase Freedman, the Town Attorney of the Town of Bluefield, a Virginia Municipal Corporation, on this 3 day of August, 2016.

Brittne Carole Hubbard

NOTARY PUBLIC

MY COMMISSION EXPIRES:

REGISTRATION NUMBER:

January 31, 2019

7658697



Memo

To: Town Council

From: Mike Watson

Date: 08/04/16

Re: Section of 94 Montrose Street and Three Easements



Council:

In order to move forward with the locally administered highway construction project on High Street, the Town will need to acquire certain properties along that route, including part of 94 Montrose Street and three easements. I would like to request that Council make a motion to (1) Authorize the expenditure of money to purchase the portion of 94 Montrose Street and the three easements for \$16,000; (2) Approve the acceptance of the property / real estate interests described in the deed; and (3) Authorize the Mayor to sign the deed on behalf of the Town.

Thanks,

Mike

THIS INSTRUMENT PREPARED BY:
MATTHEW CHASE FREEDMAN (VSB #78496)
TOWN ATTORNEY
TOWN OF BLUEFIELD
112 HUFFARD DRIVE
P.O. BOX 1026
BLUEFIELD, VA 24605

TAX MAP ID NO(S)
PART OF 024A204150006 AND PART OF 024A204150007

PURCHASE PRICE: \$16,000.00
TAX ASSESSED VALUE: \$1,000.00

RETURN TO ADDRESS OF GRANTEE AFTER RECORDATION:

TOWN OF BLUEFIELD
112 HUFFARD DRIVE
BLUEFIELD, VA 24605

THIS DEED IS EXEMPT FROM GRANTEE RECORDATION TAXES PURSUANT TO SECTION 58.1-811(A)(3) OF THE CODE OF VIRGINIA (1950) AS AMENDED.

THIS DEED is made and entered into on this 3rd day of August, in the year 2016, by and between **WILLIAM F. ROATEN**, a widower, the **GRANTOR**, and the **TOWN OF BLUEFIELD**, a Virginia Municipal Corporation, the **GRANTEE**.

WITNESSETH:

That for and in consideration of the sum of SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00), cash in hand paid by the said Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey, with Covenants of General Warranty of Title, unto the said Grantee, the below described real estate containing 0.012 acres situate in the Town of Bluefield, Tazewell County, Virginia, illustrated as the "Parcel To Be Acquired" upon a plat intended to be recorded simultaneously herewith and identified as the Parcel Acquisition Plat, prepared by Thompson & Litton, Inc., dated May 25, 2016, document #12578-001, said plat having been approved by Kris Williams, the Zoning Administrator for the Town of Bluefield, Virginia, and said real estate being more particularly bounded and described as follows, to wit:

Beginning At A Rod Set on the southerly right of way line of Highland Avenue (50' right of way); thence along a curve to the right with a radius of 75.00 feet, a length of 20.04 feet, a chord bearing of S67°31'00"E, 19.98 feet, and a Delta of 15°18'42" to a point; thence S59°51'39"E, 9.44 feet to a point; thence S03°15'13"W, 61.66 feet to a rod set; thence along a curve to the left with a radius of 110.00 feet, a length of 34.72 feet, a chord bearing of N05°47'18"W, 34.57 feet, and a Delta of 18°05'01" to a rod set; thence along a curve to the left with a radius of 110.00 feet, a length of 44.46 feet, a chord bearing of N26°24'28"W, 44.15 feet, and a Delta of 23°09'20" to a rod set being the **Point Of Beginning**, containing 0.012 Acres as shown on the Parcel Acquisition Plat, prepared by Thompson & Litton, Inc., dated May 25, 2016, document #12578-001.

And being a small part of the same property conveyed to the said Grantor and Rachel M. Roaten as tenants by the entirety with full and complete rights of survivorship as at common law by a certain deed dated December 31, 1993, and of record in the Office of the Clerk of the Circuit Court in Tazewell County, Virginia in Deed Book 667 at Page 84. It should be noted for the record the said Rachel M. Roaten was married to the said Grantor, is now deceased, and departed this life in the year 2013.

Additionally, in further recognition of the above stated consideration, the said Grantor does hereby also grant and convey, with Covenants of General Warranty of Title, unto the said Grantee, one (1) permanent drainage easement and two (2) temporary construction easements, as hereinafter described in this deed, for purposes of permitting the said Grantee and its authorized agents to 1) construct, install, and maintain a permanent and perpetual drainage system upon, under, over, along, and across the lands of the said Grantor and 2) construct, install, and maintain temporary construction areas upon, under, over, along, and across the lands of the said Grantor. The locations of the aforesaid easements are illustrated on the aforementioned plat, situate in the Town of Bluefield, Tazewell County, Virginia, and are more particularly bounded and described as follows, to wit:

20' PERMANENT DRAINAGE EASEMENT

Beginning At A Rod Set on the southerly right of way line of Highland Avenue (50' right of way); thence along a curve to the right with a radius of 110.00 feet, a length of 6.21 feet, a chord bearing of S36°22'02"E, 6.21 feet, and a Delta of 03°14'14" to the **TRUE Point Of Beginning** of the centerline of proposed 20' permanent drainage easement; thence S20°20'56"W, 62.92 feet to a point as shown on the Parcel Acquisition Plat, prepared by Thompson & Litton, Inc., dated May 25, 2016, document #12578-001.

TEMPORARY CONSTRUCTION EASEMENT 1

Beginning At A Rod Set on the western right of way line of Montrose Street (50' right of way); thence along a curve to the right with a radius of 110.00 feet, a length of 23.02 feet, a chord bearing of S08°50'09"E, 22.97 feet, and a Delta of 11°59'19" to the **TRUE Point Of Beginning** of the temporary construction easement; thence N85°54'19"W, 13.37 feet to a point; thence N38°27'25"W, 17.93 feet to a point on a permanent drainage easement; thence with permanent drainage easement N20°20'56"E, 33.48 feet to a point; thence along a curve to the right with a radius of 110.00 feet, a length of 25.51 feet, a chord bearing of S21°28'21"E, 25.45 feet, and a Delta of 13°18'06" to a rod set; as shown on the Parcel Acquisition Plat, prepared by Thompson & Litton, Inc., dated May 25, 2016, document #12578-001.

TEMPORARY CONSTRUCTION EASEMENT 2

Beginning At A Rod Set on the southerly right of way line of Highland Avenue (50' right of way); thence along a curve to the left with a radius of 75.00 feet, a length of 4.85 feet, a chord bearing of N77°01'25"E, 4.85 feet, and a Delta of 03°42'08" to the **TRUE Point Of Beginning** of the temporary construction easement; thence along a permanent drainage easement S20°20'56"W, 34.57 feet to a point on a permanent drainage easement; thence N13°03'47"W, 22.38 feet to a point; thence N05°51'04"E, 11.98 feet to a point; thence along a curve to the right with a radius of 75.00 feet, a length of 18.39 feet, a chord bearing of S85°54'00"E, 18.35 feet, and a Delta of 14°03'03" to a point; as shown on the Parcel Acquisition Plat, prepared by Thompson & Litton, Inc., dated May 25, 2016, document #12578-001.

The aforesaid easements are subject to the following terms and provisions:

- A. The said Grantee and its authorized agents shall have the right of ingress and egress upon the areas of the easements in their entirety.
- B. The said Grantee and its authorized agents shall have the right to inspect, construct, build, install, remove, repair, and store any equipment, system, or material within the areas of the easements that is necessary to accomplish the stated purposes of the easements. Any equipment, system, or material constructed, built, installed, or stored by the said Grantee or its authorized agents within the areas of the easements shall remain the property of the said Grantee or its authorized agents.
- C. The said Grantee and its authorized agents shall have the right to trim, cut, clear, and remove any trees, shrubbery, vegetation, or other obstructions within the areas of the easements that interfere with accomplishing the stated purposes of the easements. The said Grantee and its authorized agents shall further have the right to remove for disposal, all brush, branches, and other debris that result from the said trimming, cutting, clearing, and removal within the areas of the easements.
- D. The said Grantor may utilize the areas of the easements for any purposes consistent with the stated purposes of the easements. The said Grantor shall place no permanent improvements within the areas of the easements without the written permission of the said Grantee. The said Grantor agrees, that when requested by the said Grantee, the said Grantor shall remove any structure, landscaping, or vehicle located within the areas of the easements within three (3) days of receipt of written notice requesting the removal thereof. In the event the said Grantor fails to remove the said structure, landscaping, or vehicle after the said written notice is received, then the said Grantee or its authorized agents may remove the said structure, landscaping, or vehicle. The said Grantor further agrees that the said Grantee, and its authorized agents, shall not be liable for any damage caused by the said removal.

- E. Any disturbance caused by the said Grantee or its authorized agents upon the areas of the easements shall be restored by the said Grantee or its authorized agents as near as practicable to its previous condition. This restoration may include, but not be limited to, paving, filling trenches, reseeding, replacing landscape, and removing trash and debris. Trees, shrubs, and ground cover shall be replaced with immature landscaping. This restoration shall not include the removal of any permanently installed equipment, system, or material necessary to the permanent drainage easement conveyed by this deed.
- F. The two (2) temporary construction easements conveyed by this deed shall expire 1) upon the execution and recordation of a written release by the said Grantee or 2) upon the completion of the locally administered construction project identified by the Virginia Department of Transportation ("VDOT") as #U000-143-R18,P101,R201,C; UPC 104229; Highland Avenue/High Street Project, whichever is sooner.
- G. The easements conveyed by this deed, with the above stated terms and provisions, shall constitute a covenant that runs with the land and shall inure to the benefit of and be binding upon the said Grantor, the said Grantee, and all their respective successors, assigns, administrators, executors, heirs, and estates.

The conveyances made by this deed are subject to all the rights, privileges, easements, reservations, and restrictions of record in the Office of the Clerk of the Circuit Court in Tazewell County, Virginia to the extent the same may lawfully affect the property, and subject to such matters as would be revealed by a careful inspection of the premises.

The said Grantee, by an affirmative majority vote of the Council of the Town of Bluefield, Virginia on August 9, 2016, and by joining in this deed through signature of its authorized representative, accepts the interests in the real estate conveyed by this deed pursuant to section 15.2-1803 of the Code of Virginia (1950) as amended.

WITNESS the following signatures and seals.

William F. Roaten (SEAL)
WILLIAM F. ROATEN

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by William F. Roaten, the Grantor, on this 3 day of August, 2016.



Brittnie Carole Hubbard
NOTARY PUBLIC
MY COMMISSION EXPIRES: January 31 2019
REGISTRATION NUMBER: 2658697

TOWN OF BLUEFIELD
A VIRGINIA MUNICIPAL CORPORATION

DONALD R. HARRIS, MAYOR (SEAL)

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Donald R. Harris, the Mayor of the Town of Bluefield, a Virginia Municipal Corporation, on this ____ day of _____, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
REGISTRATION NUMBER: _____

ATTEST:

LESLEY CATRON, TOWN CLERK

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Lesley Catron, the Town Clerk of the Town of Bluefield, a Virginia Municipal Corporation, on this ____ day of _____, 2016.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
REGISTRATION NUMBER: _____

APPROVED AS TO FORM BY:



MATTHEW CHASE FREEDMAN (VSB #78496), TOWN ATTORNEY

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Matthew Chase Freedman, the Town Attorney of the Town of Bluefield, a Virginia Municipal Corporation, on this 3 day of August, 2016.

Brittne Carole Hubbard

NOTARY PUBLIC

MY COMMISSION EXPIRES:

REGISTRATION NUMBER:

January 31, 2019

7658697



VIRGINIA: AT A REGULAR MEETING OF THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA HELD AT THE COUNCIL CHAMBERS OF THE TOWN HALL IN BLUEFIELD, VIRGINIA ON THE 9TH DAY OF AUGUST, 2016.

AN ORDINANCE TO CREATE, BY CREATING ARTICLE VI (UNCLAIMED PERSONAL PROPERTY) OF CHAPTER 2 (ADMINISTRATION), OF THE CODE OF ORDINANCES, TOWN OF BLUEFIELD, VIRGINIA.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that Article VI of Chapter 2 of the Code of Ordinances, Town of Bluefield, Virginia is hereby created to read as follows:

ARTICLE VI. UNCLAIMED PERSONAL PROPERTY

Sec. 2-500. Purpose.

The purpose of this article and the sections therein is to provide the police department of the Town of Bluefield with a lawful means of disposing of unclaimed personal property.

Sec. 2-501. Authority.

This article and the sections therein are adopted pursuant to sections 15.2-1719, 15.2-1720, and 15.2-1721 of the Code of Virginia (1950) as amended.

Sec. 2-502. Repeal.

Any ordinance of the Town of Bluefield that is in conflict with this article and the sections therein is hereby repealed to the extent of the conflict.

Sec. 2-503. Definitions.

Bluefield Police Department means the police department of the Town of Bluefield.

Unclaimed personal property means any personal property belonging to another, which has been acquired by a law-enforcement officer pursuant to his or her duties, which is not needed in any criminal prosecution, which has not been claimed by its rightful owner, and which the State Treasurer has indicated will be declined if remitted under the Uniform Disposition of Unclaimed Property Act (Sections 55-210.1 et seq. of the Code of Virginia (1950) as amended).

Unclaimed firearms and other weapons means any firearm or other weapon belonging to another, which has been acquired by a law-enforcement officer pursuant to his or her duties, which is not needed in any criminal prosecution, which has not been claimed by its rightful owner, and which the State Treasurer has indicated will be declined if remitted under the Uniform Disposition of Unclaimed Property Act (Sections 55-210.1 et seq. of the Code of Virginia (1950) as amended).

Sec. 2-504. Disposal of unclaimed personal property generally.

Unclaimed personal property which has been in the possession of the Bluefield Police Department and unclaimed for a period of time greater than sixty (60) days may be disposed of by public sale or by being retained for use by the Bluefield Police Department. Unclaimed personal property retained for use by the Bluefield Police Department shall become the property of the Town of Bluefield, and shall be retained only if, in the opinion of the chief of police of the Bluefield Police Department, there is a legitimate use for the property by the Bluefield Police Department, and retaining the property is a more economical alternative than purchase of a similar or equivalent item. Unclaimed firearms may also be disposed of as provided in section 2-508 of this article. Unclaimed bicycles and mopeds may also be disposed of as provided in section 2-509 of this article.

Sec. 2-505. Notice.

Prior to the public sale or retention for use of any unclaimed personal property, the chief of police of the Bluefield Police Department, or his or her duly authorized agents, shall make reasonable attempts to notify the rightful owner of the property, obtain a written statement from the Commonwealth's Attorney advising the item is not needed in any criminal prosecution, and cause to be published in a newspaper of general circulation within the corporate limits of the Town of Bluefield, once a week for two (2) successive weeks, notice that there will be a public display and public sale of unclaimed personal property. All the unclaimed personal property, including the property selected for retention, shall be described generally in the notice, together with the date, time, and place of the public sale, and shall be made available for public viewing at the public sale. If there is a license, tag, or adhesive license decal affixed to a bicycle, electric personal assistive mobility device, electric power-assisted bicycle, or moped, then the record owner shall also be notified directly.

Sec. 2-506. Distribution of proceeds.

The chief of police of the Bluefield Police Department, or his or her duly authorized agents, shall pay from the proceeds of the public sale the costs of advertisement, removal, storage, investigation as to ownership and liens, and notice of sale. No storage fee shall be charged or accounted for if the property has been stored by the Bluefield Police Department and is to be retained thereby for use. The balance of the funds from the public sale shall be held by the chief of police of the Bluefield Police Department, or his or her duly authorized agents, for the owner and paid to the owner upon satisfactory proof of ownership. If no claim has been made by the owner for the property or proceeds thereof within sixty (60) days of the public sale, then the remaining funds shall be deposited in the general fund of the Town of Bluefield and the property retained for use by the Bluefield Police Department may be placed into use.

Sec. 2-507. Remedy and limitation of claims.

Any owner shall be entitled to apply to the Town of Bluefield within three (3) years from the date of the public sale and, if timely application is made and satisfactory proof of ownership of the funds or property is shown, the Town of Bluefield shall pay the remaining proceeds from the public sale or return the property to the owner without interest or other charges or

compensation. No claim shall be made nor any suit, action, or proceeding be instituted for the recovery of funds or property after three (3) years from the date of the public sale.

Sec. 2-508. Disposal of unclaimed firearms and other weapons.

The Town of Bluefield may destroy unclaimed firearms and other weapons which have been in the possession of the Bluefield Police Department and unclaimed for a period of time greater than one hundred and twenty (120) days. At the discretion of the chief of police of the Bluefield Police Department, or his or her duly authorized agents, unclaimed firearms and other weapons may be destroyed by any means which renders the unclaimed firearms and other weapons permanently inoperable.

In lieu of destroying an unclaimed firearm, the Town of Bluefield may dispose of an unclaimed firearm by donating it to the Virginia Department of Forensic Science if the Virginia Department of Forensic Science agrees to the donation.

Prior to the disposal of any unclaimed firearms and other weapons pursuant to this section, the chief of police of the Bluefield Police Department, or his or her duly authorized agents, shall make reasonable attempts to notify the rightful owner of the property, obtain a written statement from the Commonwealth's Attorney advising the item is not needed in any criminal prosecution, and publish the location and general description of the unclaimed firearms and other weapons at least once a week for two (2) successive weeks in a newspaper of general circulation within the corporate limits of the Town of Bluefield.

Sec. 2-509. Disposal of unclaimed bicycles, mopeds, and similar devices.

Any bicycle, electric personal assistive mobility device, electric power-assisted bicycle, or moped which has been in the possession of the Bluefield Police Department and unclaimed for a period of time greater than thirty (30) days may be disposed of by being donated to a charitable organization.

Any bicycle, electric personal assistive mobility device, electric power-assisted bicycle, or moped found and delivered to the Bluefield Police Department by a private person that thereafter remains unclaimed for thirty (30) days after the final date of the publication required by this section may be disposed of by being given to the finder.

Prior to the disposal of any bicycle, electric personal assistive mobility device, electric power-assisted bicycle, or moped pursuant to this section, the chief of police of the Bluefield Police Department, or his or her duly authorized agents, shall make reasonable attempts to notify the rightful owner of the property, obtain a written statement from the Commonwealth's Attorney advising the item is not needed in any criminal prosecution, and publish the location and general description of the bicycle, electric personal assistive mobility device, electric power-assisted bicycle, or moped at least once a week for two (2) successive weeks in a newspaper of general circulation within the corporate limits of the Town of Bluefield. If there is a license, tag, or adhesive license decal affixed to a bicycle, electric personal assistive mobility device, electric power-assisted bicycle, or moped, then the record owner shall also be notified directly.

