

LURAY TOWN COUNCIL
February 10, 2020 - 7:00 p.m.

MEETING AGENDA

- | | |
|--|------------------|
| I. CALL TO ORDER & PLEDGE ALLEGIANCE TO THE U.S. FLAG | Mayor Presgraves |
| II. ROLL CALL | Danielle Babb |
| III. CONSENT AGENDA | Mayor Presgraves |
| IV. GENERAL CITIZEN COMMENTS (other than agenda items) | |
| V. PRESENTATIONS | |
| A) Lord Fairfax Community College – Luray Campus Update | Dr. Kim Blosser |
| B) West Luray Recreation Center | Tim Rocke |
| C) Luray Marathon & Half-Marathon | Ken Racine |
| VI. PUBLIC HEARINGS | |
| A) WWTP Improvements Bond Issuance | Steve Burke |
| VII. DEPARTMENTS, TOWN BOARDS AND COMMISSIONS | |
| A) Luray Downtown Initiative | Meredith Dees |
| VIII. ACTION & DISCUSSION ITEMS | |
| A) Code Amendment – Chapter 18 – Animals | Steve Burke |
| B) Town Manager Employment Agreement | Steve Burke |
| C) Resolution to Support 2 nd Amendment Rights | Steve Burke |
| D) Bid Award – Dean Park Concessionaire | Steve Burke |
| IX. OLD BUSINESS | |
| X. TOWN ATTORNEY’S REPORT | Jason Botkins |
| XI. MAYOR’S ANNOUNCEMENTS | Mayor Presgraves |
| XII. ADJOURN | |

Version Date: February 4, 2020 11:00 a.m.

Town of Luray
PO Box 629
45 East Main Street
Luray, VA 22835
www.townofluray.com
540.743.5511



Mayor

Barry Presgraves
bpresgraves@townofluray.com
Term: 2017-2020

Council Members

Leroy Lancaster
llancaster@townofluray.com
Term: 2017-2020

Jerry Schiro
jschiro@townofluray.com
Term: 2014-2022

Joey Sours
jsours@townofluray.com
Term: 2017-2020

Jerry Dofflemyer
jdofflemyer@townofluray.com
Term: 2015-2022

Leah Pence
lpence@townofluray.com
Term: 2017-2020

Ronald Vickers
Rvickers@townofluray.com
Term: 2014-2022

Town Officials:

Town Manager – Steven Burke
Assistant Town Manager- Bryan Chrisman
Town Clerk/ Treasurer- Mary Broyles
Deputy Town Clerk/ Treasurer- Danielle Babb
Chief of Police- Bow Cook
Superintendent of Public Works- Lynn Mathews
Superintendent Parks & Recreation-Dakota Baker

Commissions & Committees:

Luray Planning Commission
Luray-Page County Airport Commission
Luray Tree and Beautification Committee
Luray Board of Zoning Appeals
Luray Downtown Initiative
Luray-Page County Chamber of Commerce

I move to approve the following Consent Agenda (All items must be read):

CONSENT AGENDA

- (A) Minutes of the Regular Council Meeting –1-13-2020
- (B) Minutes of the Council Work Session- 1-28-2020
- (C) Accounts Payable checks totaling- \$ 123,948.66
- (D) Financial Statements ending January 31, 2020.

Prepared By:

Mary F. Broyles, Treasurer

**A REGULAR MEETING OF
THE TOWN COUNCIL
OF
THE TOWN OF LURAY, VIRGINIA**

Monday, January 13, 2020

The Luray Town Council met in regular session on Monday, January 13, 2020, at 7:00 p.m. in the Luray Town Council Chambers located at 45 East Main Street, Luray, Virginia at which time there were present the following:

Presiding: Mayor Barry Presgraves

Council Present:

Ron Vickers
Jerry Dofflemyer
Jerry Schiro
Leroy Lancaster
Joseph Sours
Leah Pence

Also Present:

Steve Burke, Town Manager
Bryan Chrisman, Assistant Town Manager
Jason Botkins, Litten & Sipe
Mary Broyles, Clerk-Treasurer
Danielle Babb, Deputy Clerk-Treasurer
Chief Carl "Bow" Cook, Luray Police Department
Bill Huffman, Luray Downtown Initiative
Meredith Dees, Luray Downtown Initiative
Jason Pettit, Luray Downtown Initiative
Randy Arrington, Editor- Page News & Courier
Ligon Webb, Director of Building and Zoning- Madison County

A quorum being present, Mayor Presgraves declared the Council to be in session for the transaction of business. All present stood for a moment of silence. Councilman Sours led everyone in the United States Pledge of Allegiance. The roll was called with all members present.

Mayor Presgraves welcomed special guests Mr. Randy Arrington, Editor- Page News and Courier, and Mr. William "Ligon" Webb, Director of Building and Zoning- Madison County, to the evening's meeting.

CONSENT AGENDA

Motion: Councilman Vickers motioned to approve the Consent Agenda as presented, motion seconded by Councilman Dofflemyer with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

Consent Agenda

- (A) Minutes of the Regular Council Meeting – 12-09-19
- (B) Accounts Payable checks totaling- \$140,693.17
- (C) Financial Statements ending December 31, 2019

DEPARTMENTS, TOWN BOARDS AND COMMISSIONS

Luray Downtown Initiative

Ms. Meredith Dees discussed upcoming plans for a Mardi Gras themed event. The event will feature downtown shops and restaurants with mask decorating and Mardi Gras themed menus. Participants can enter to win a “king cake” made by Baby Moons. The event will take place on Saturday February 22nd.

ACTION & DISCUSSION ITEMS

Proclamation – Dixon Freeland

Mr. Burke presented a proclamation recognizing Dixon Freeland for his contributions to the Town of Luray through his service on the Town’s Tree & Beautification Committee since its establishment in September 2000. Mr. Freeland served as the committee’s first Chairman and has continued his service through organizing and participating in the committee’s various efforts.

Motion: Councilman Dofflemyer motioned to approve the Proclamation recognizing Dixon Freeland for his contributions to the Town through his service on the Tree & Beautification Committee as presented. Motion seconded by Councilman Lancaster with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

Tree & Beautification Committee Appointment

Town Manager, Steve Burke, requested that Council members consider the appointment of Joshua Mayne as Councilman Schiro’s appointee to the Tree & Beautification Committee to fill the vacancy of Mr. Freeland.

Motion: Councilwoman Pence moved that the Town Council appoint Joshua Mayne to the Tree & Beautification Committee with his term to expire December 31, 2022. Motion seconded by Councilman Lancaster with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

Repeal – Town Code 18-36

Mr. Burke requested Council members consider the repeal of Town Code Chapter 18-36 Barking or Howling Dogs. Mr. Burke noted that both Sections 18-36 and Section 58-5 address the noise issue, but that Section 18-36 is not as enforceable. The recommendation is to allow Section 58-5 be the controlling code.

Motion: Councilman Schiro moved that the Town Council repeal Town Code Section 18-36 Barking or howling dogs as presented. Motion seconded by Councilman Dofflemyer with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

Code Amendment- Chapter 18- Animals

Town Manager, Steve Burke, discussed draft Code Amendments to Sections 1-9 of Chapter 18- Animals. The Town Attorney has developed Code Amendments to Chapter 18 to protect public health and safety based on recent inquiries about keeping non-domesticated animals within the Town. No action is needed this evening as a draft amendment will be on the February agenda. Council members discussed potential changes regarding livestock, fowl, etc.

TOWN ATTORNEY

Jason Botkins, Town Attorney, had no further business for the evening.

CLOSED MEETING

-Recess-

EXECUTIVE SESSION

**Personnel: Performance of the Town Manager,
Section 2.2-3711 (A) (1)**

Mayor Presgraves requested a motion to adjourn into Executive Session for the purpose of discussing matters relevant to Section 2.2-3711.A.1 regarding the performance of the Town Manager.

Motion: Councilman Schiro motioned to recess the regular meeting and to convene in executive session; Councilman Lancaster seconded the motion with the following members voting YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

-Closed Meeting-

Certification: Mayor Presgraves asked members of Council to certify that to the best of their knowledge only matters covered under Section 2.2-3711.A.1 were heard, discussed, or considered during the closed session. **Motion:** Councilman Schiro motioned to certify the closed session; Councilman Vickers

seconded the motion with the following members voting YEA: Mayor Presgraves, Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence.

Town Attorney, Jason Botkins, stated that he will prepare a draft based on the closed session information, and Council may take formal action at the February meeting.

Motion: Councilman Schiro motioned to approve the continued employment of the Town Manager as discussed; Councilman Lancaster seconded the motion with the following members voting YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. Approved 6-0

ANNOUNCEMENTS

Councilman Vickers inquired if there were any updates on the Brown's Building. Mr. Burke stated that the listing has been posted with Bill Dudley Associates Real Estate, and that the signage is displayed in the Brown's window.

ANNOUNCEMENTS/ ADJOURN

With no further business, the meeting was adjourned at 7:55 pm.

Barry Presgraves
Mayor

Danielle Babb
Deputy Clerk-Treasurer

**MINUTES OF A TOWN COUNCIL
WORK SESSION MEETING
TOWN OF LURAY, VIRGINIA
Tuesday, January 28, 2020
5:30pm**

The Luray Town Council met in a Work Session on Tuesday, January 28, 2020 at 5:30 p.m. in the Luray Town Council Chambers located at 45 East Main Street, Luray, Virginia at which time there were the following present:

Presiding: Mayor Presgraves

Council Present: Ron Vickers
Jerry Dofflemyer
Jerry Schiro
Leroy Lancaster
Joseph Sours
Leah Pence

Others Present: Steve Burke, Town Manager
Bryan Chrisman, Assistant Town Manager
Mary Broyles, Treasurer
Danielle Babb, Deputy Clerk Treasurer
Chief Bow Cook, Luray Police Department
Jason Pettit, Luray Downtown Initiative
Rodney Jenkins, Baker Development -Luray Landing

Mayor Presgraves led members in the United States Pledge of Allegiance.

UPDATES & DISCUSSION ITEMS

LURAY LANDING- ROAD & UTILITY DEDICATION

Town Manager, Steve Burke, presented the pending request from Baker Development for the acceptance of roads and utilities associated with the Luray Landing Development. Staff met this morning with Baker Development and Racey Engineering and received two of three requested items. Town Staff anticipates three submittals from the developer; the Business Park, Planned Neighborhood Development, and Phase II Rezoning. Council members asked why General Drive is currently closed. Mr. Burke explained that Baker Development has requested that the road be closed until the roadway dedication is accepted by the Town in order to mitigate any liability. The Town of Luray is still holding a bond from the developer.

TRAFFIC MANAGEMENT OPTIONS

Mr. Steve Burke requested to discuss several Traffic Management options proposed by the Chief of Police. The first option is reconfiguration of the traffic flow through the intersection of Mill Creek Road and South Court Street. The change would establish a priority traffic flow along Mill Creek Road and South Court for north/south bound traffic. The stop sign on Mill Creek Road would be removed and replaced by a Yield and Stop for west bound traffic on South Court Street. Council discussed the recent reconfiguration of this intersection and new line markings. Council members also expressed concern about the speed coming down the hill on Mill Creek Road approaching the intersection. No action was taken this evening.

The second traffic management option is the reconfiguration of speed limits along Rt 340 from Mechanic Street to the Town limits to remove the 40mp zone to ease enforcement by transition from 25mph to 35mph to 45mph. Chief Cook said that the main change is the removal of the 40mph zone, and this will ease enforcement issues. Mr. Burke said that this will require a speed study, and staff will proceed as such, provided there are no objections from Council.

Lastly, Mr. Burke discussed the establishment of a School Zone along Luray Avenue and the adjoining side streets. This would include the area of Luray Elementary and Luray Middle School. Council members were provided with a draft school zone map. Mr. Burke advised that the Town has purchased some signage and has the ability to set the school zone within its jurisdiction. Mr. Chrisman, Assistant Town Manager, said that if the School Board endorses the school zone then a speed study is not needed.

URBAN AGRICULTURE

Mr. Burke discussed the draft Code Amendments to regulate urban agriculture within the Town. Council previously discussed the draft code amendments at their January meeting. The Planning Commission is currently evaluating a draft code amendment that would require a special use permit in order to maintain fowl or livestock on properties within the Town. Pre-existing uses would be permitted to continue unless abandoned for a period of two years. Council members discussed the draft amendment Section 18-1 (b) that discusses setbacks. Mr. Burke identified that staff hopes to be able to address citizen requests through the establishment of these regulations. Council members then discussed the subject of nuisance birds and the associated trapping/removal of such.

WEED CONTROL

Town Manager, Steve Burke, discussed the Town's plan to address weed control on Town property. The Virginia Department of Agriculture has cited several times that the Town does not possess a licensed member to apply pesticides. Town staff plans to implement a pesticide management program under the supervision of a certified technician. The Town has hired a part time staff member who is a Certified Pesticide Applicator to oversee the program and train employees. In addition, several Town employees are enrolled for upcoming training and can obtain their licensure.

FY 2020-2021 BUDGET DISCUSSION

Mr. Burke discussed general goals for the FY 2020-2021 Town Budget. Included in Council’s packet is a budget calendar that sets goals and dates. Town Staff has incorporated some items identified in the audit. Mr. Burke said that there is no anticipated increase in tax rates, but there will be a recommendation for a sewer rate increase to address sewer infrastructure needs. Mayor Presgraves said he is pleased to hear that there are no plans for a tax increase. Councilwoman Pence would like to see staff pursue tax incentives and a capital plan for downtown streetscapes. Mr. Burke discussed current and continued capital projects which include; continuation of Memorial Drive upgrades, Lake Arrowhead restrooms, Lake Playground relocation, Lake septic upgrades, and the Greenway pedestrian bridge. In addition, staff is looking at the replacement of the Imagination Station playground with associated debt service. Also, Town Staff is reviewing the recommendation from Racey Engineering for a sidewalk path extension of the Greenway on Linden Avenue. The Town will also continue to use VDOT smart scale funds to improve West Main and Northcott Drive through the implementation of a roundabout. Lastly, Councilwoman Pence would like to see a bar graph of consumer tax history to accompany the budget.

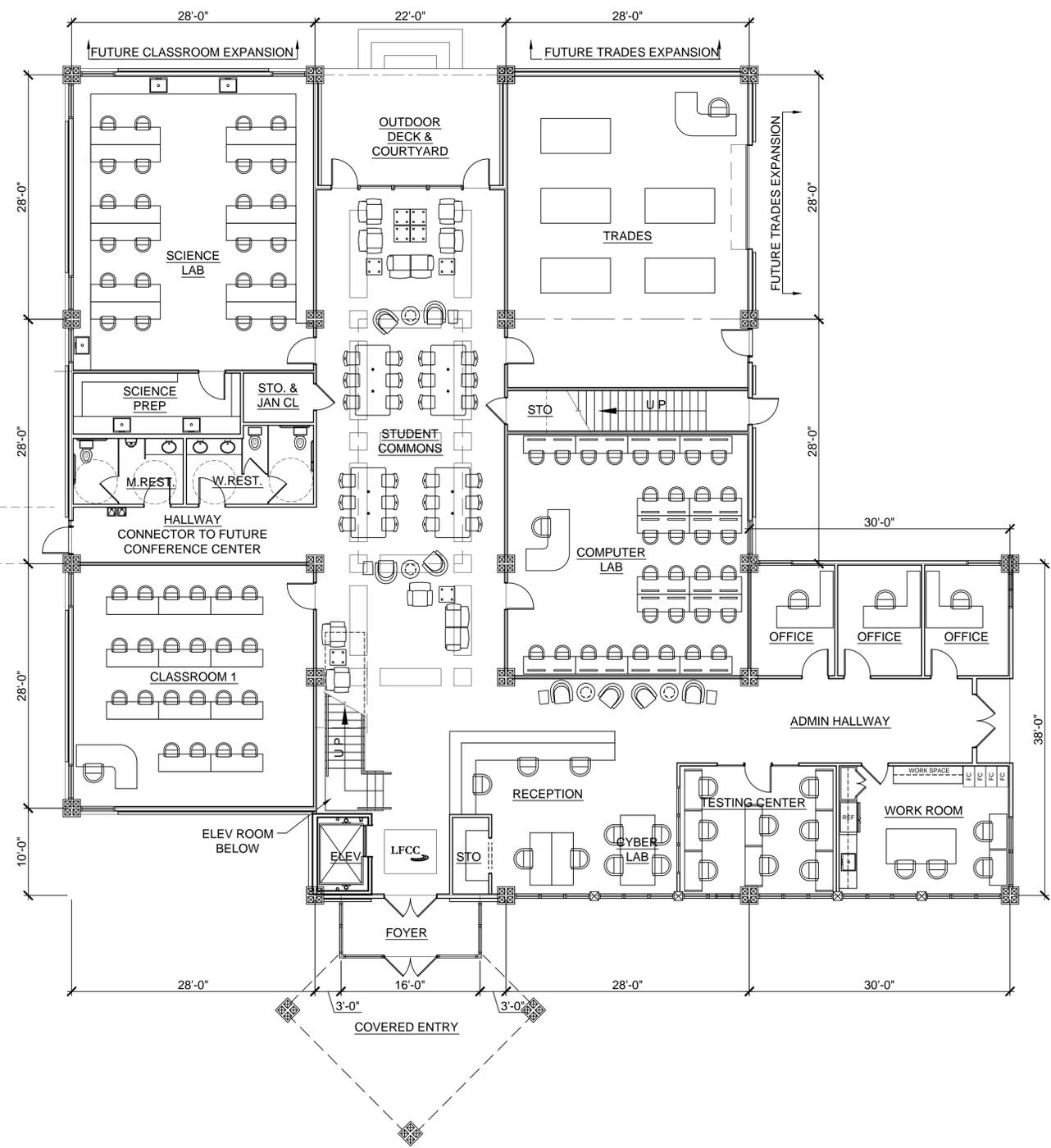
Announcements and Adjourn

With no further business, Mayor Presgraves adjourned meeting of the Luray Town Council at approximately 6:12 p.m.

Mayor, Barry Presgraves

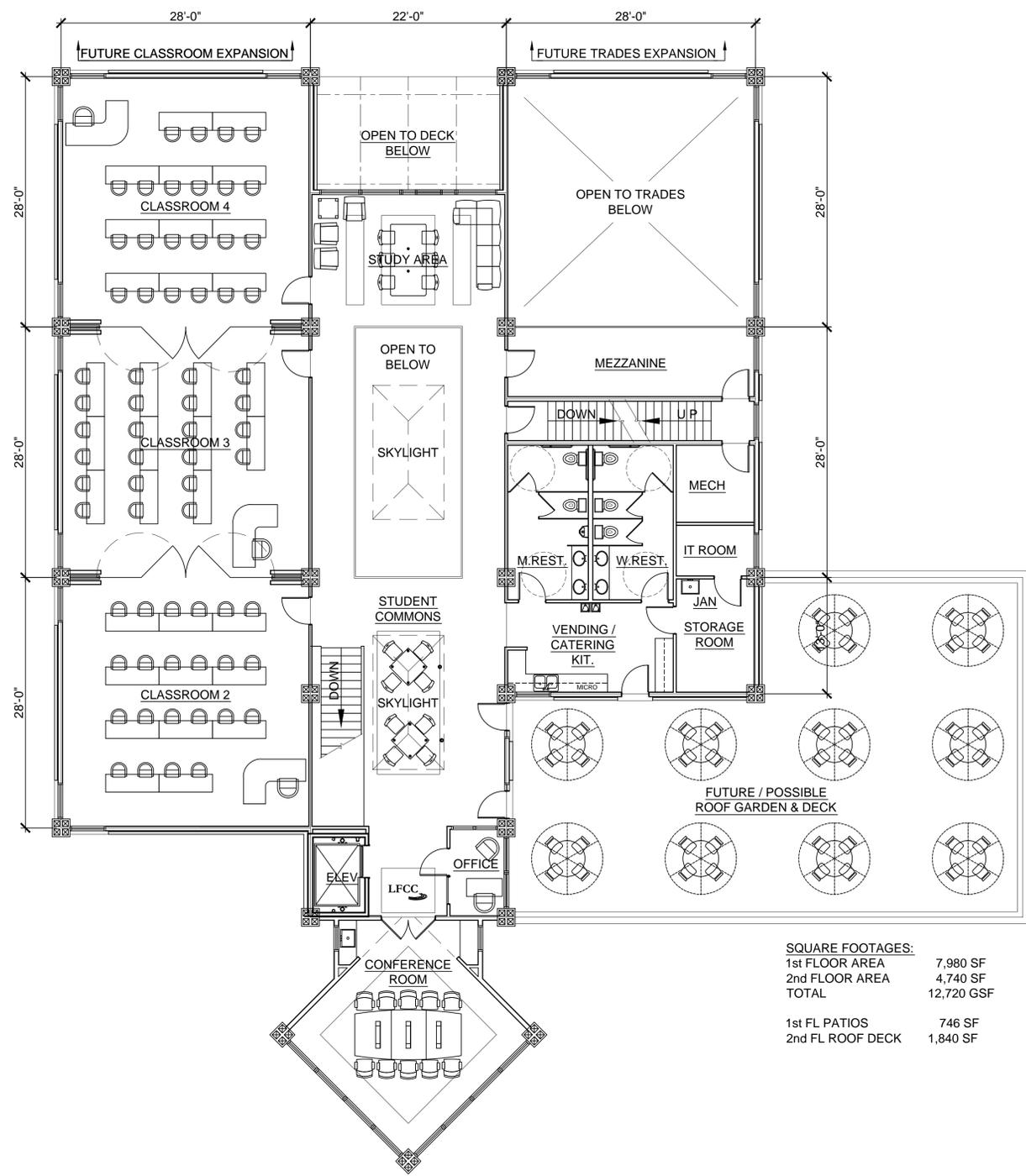
Deputy Clerk, Danielle Babb

**LFCC Education Foundation
Lurray-Page County Center
Lurray, Virginia 22835**



FIRST FLOOR PLAN

SCALE 1/8" = 1'-0"



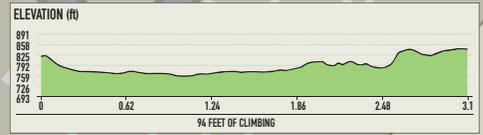
SECOND FLOOR PLAN

SCALE 1/8" = 1'-0"

SQUARE FOOTAGES:

1st FLOOR AREA	7,980 SF
2nd FLOOR AREA	4,740 SF
TOTAL	12,720 GSF
1st FL PATIOS	746 SF
2nd FL ROOF DECK	1,840 SF

LURAY 5K RUN MAP



MAP KEY



START



FINISH



MILE MARKERS



WATER STATION



DIRECTION TO RUN



GREENWAY PATH



5K COURSE



MARATHON COURSE ADDITION

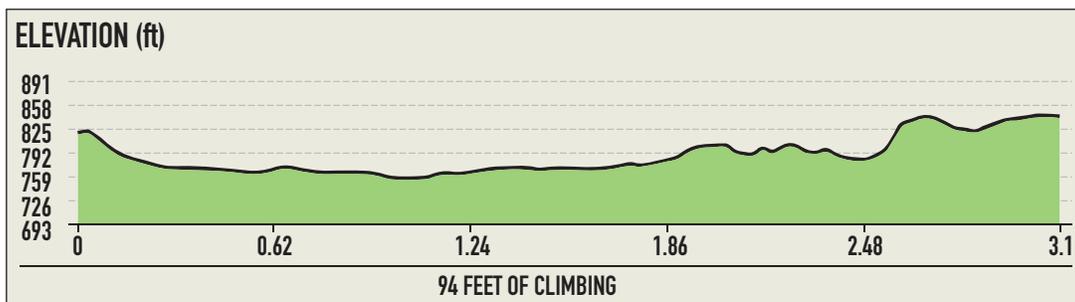


CITY LIMITS

LURAY 5K RUN TURN-BY-TURN DIRECTIONS

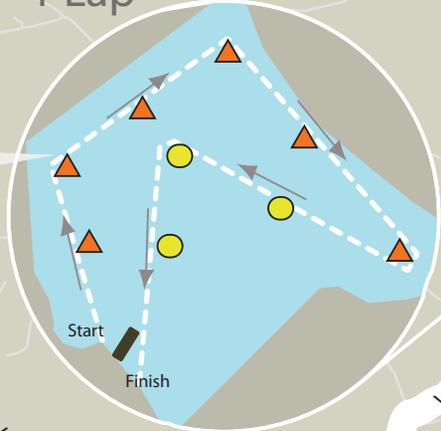


0 mi		START on E Main Street heading west to
.02 mi		Right onto N Broad St
.43 mi		Straight onto N Broad St becomes U.S. 340
.76 mi		Left in to Greenway parking lot
.80 mi		Right onto Greenway, follow Greenway for next 2 miles
1.73 mi		Right onto Mechanic St
1.77 mi		Left onto Greenway
1.80 mi		WATER STOP #1
2.55 mi		Left off of Greenway onto Linden Ave
2.73 mi		Left onto Big Spring St
2.89 mi		Left onto Jamison Rd
2.96 mi		Left onto Inn Cir
3.01 mi		Right onto Zerkel St
3.10 mi		FINISH at Hawksbill Brewery





Swim 1500m
1 Lap



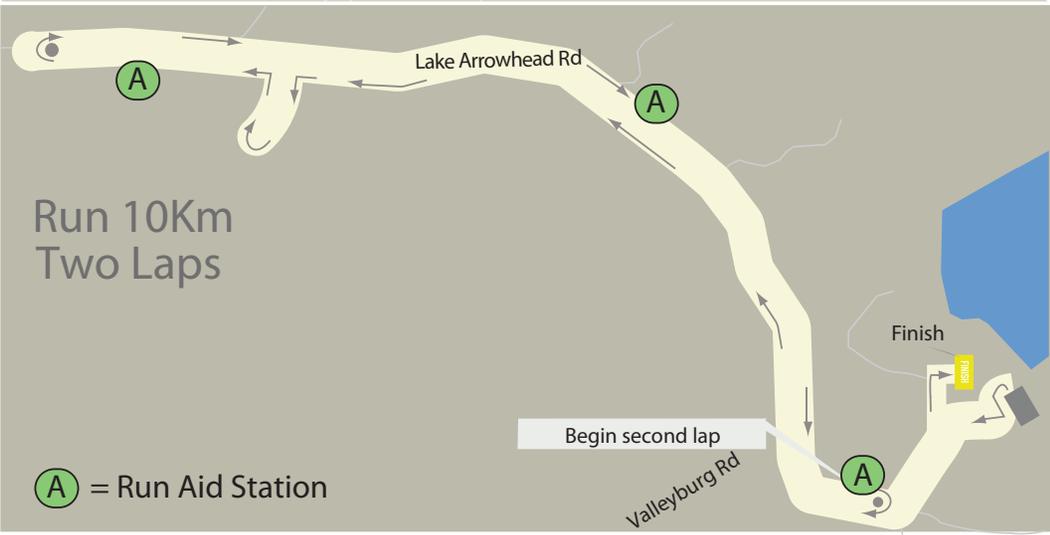
Swim Course (1 loop):
- Keep orange buoys on your right on the outside
- Keep yellow buoys on your left on the inside

Bike 41Km
Two Loops



Cyclists will begin second loop
at the intersection of Ida Rd and
Hollow Run Rd

Run 10Km
Two Laps



(A) = Run Aid Station

Begin second lap



Bike Cue Sheet

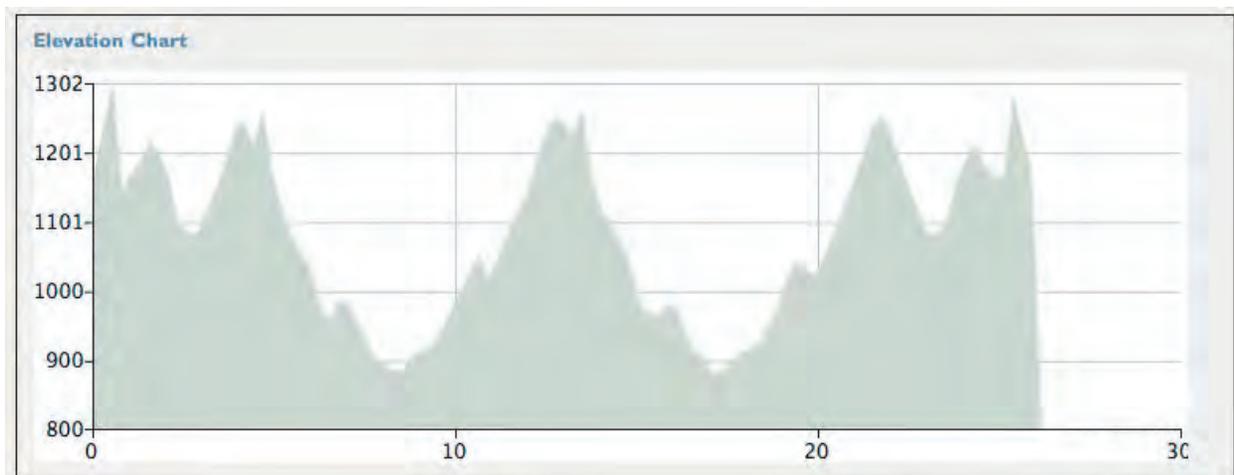
Start: Lake Arrowhead Park, Luray, VA

Total distance: 25.7 miles

<u>Distance</u>	<u>Total</u>	<u>Directions</u>
0.0	0.0	Leaving Park, turn right on Lake Arrowhead Rd
0.1	0.11	Turn left at Valley Burg Rd
2.5	2.6	Turn left at Ida Rd
1.5	4.1	Turn right at Hollow Run Rd
2.4	6.5	Turn left at Farmview Rd
4.1	10.6	Turn left at Ida Rd
2.2	12.8	Turn left at Hollow Run Rd
2.4	15.2	Turn left at Farmview Rd
4.1	19.3	Turn left at Ida Rd
3.8	23.1	Turn right at Valley Burg Rd
2.5	25.6	Turn right at Lake Arrowhead Rd
0.1	25.7	Arrive Lake Arrowhead Park

Notes:

- Adding distance from transition area to park entrance (2x) adds additional 0.1 mile for a total distance of 25.8 miles
- Cue sheet generated using googlemap_cuesheet: <http://snurl.com/hogwv>

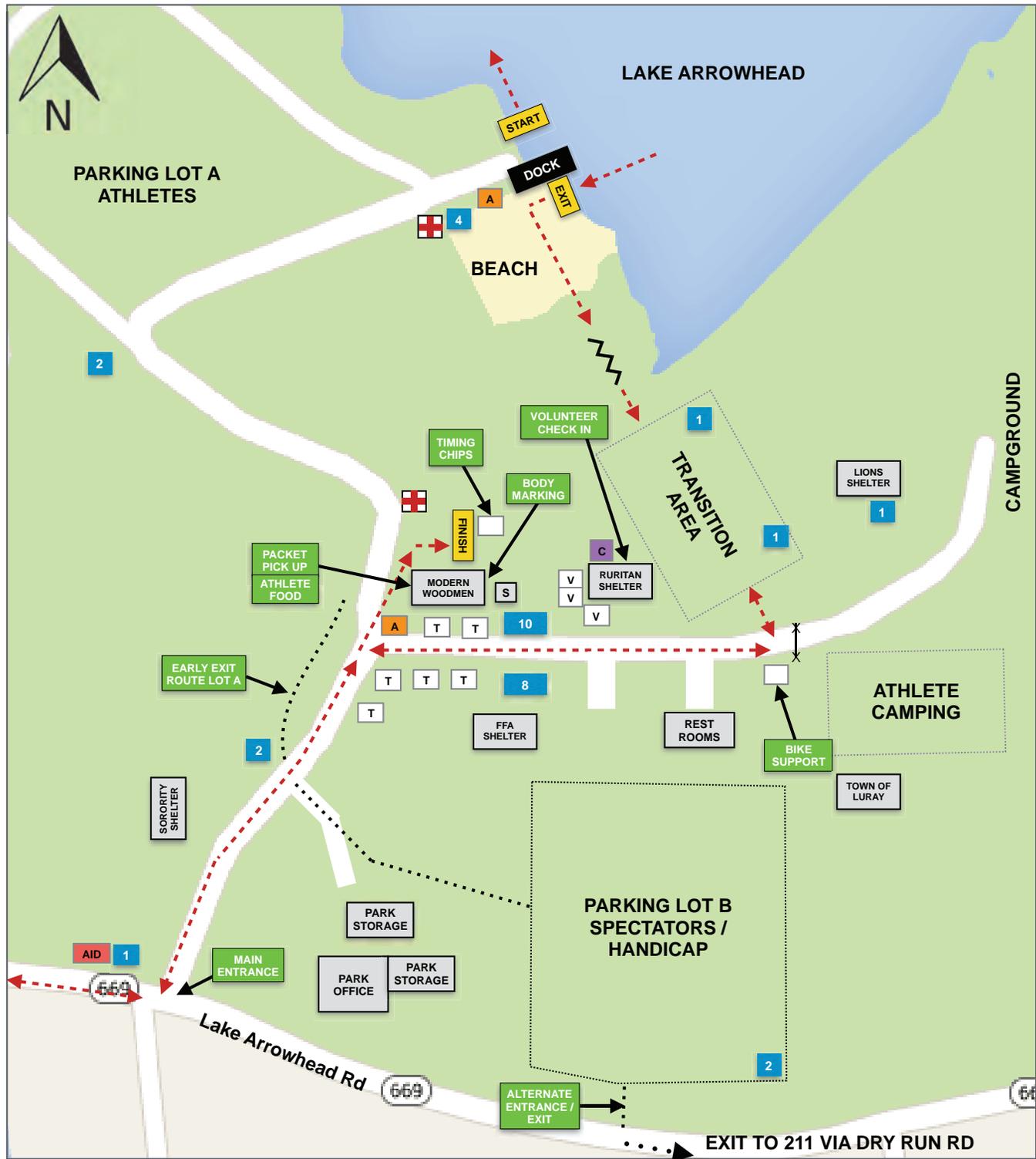




COME PLAY IN LURAY!
INTERNATIONAL SPRINT

Legend

- Existing Structure
- Tent / Canopy
- EMS / First Aid / Ambulance
- Portable Toilets (#)
- Barrier
- Comm Center
- Announcer
- Triathlon Team / Club Tents
- Vendor (Food) Tents
- Stage (Live Music)
- Bike & Run Course
- Steps
- Athlete Aid Station

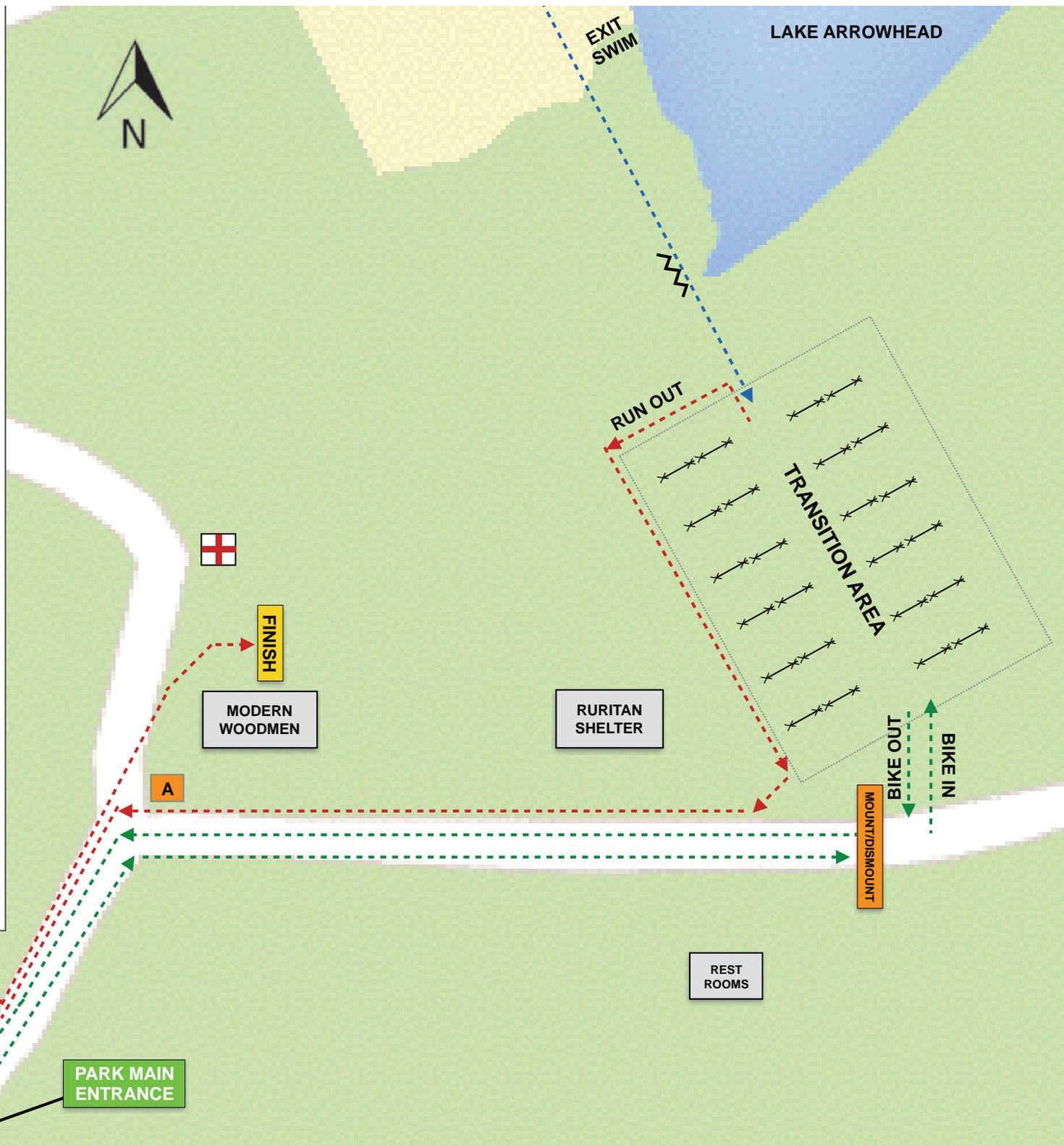




COME PLAY IN LURAY!
INTERNATIONAL
SPRINT

Legend

- Existing Shelter
- Tent / Canopy
- EMS
- Bike Racks
- Announcer
- Swim Route
- Bike Route
- Run Route
- Steps



Trail Run
1.7 Mile
1 Lap
1st Leg



Run Leg 3

Run Leg 1

Transition

Lake Arrowhead Rd



Valleyburg Rd

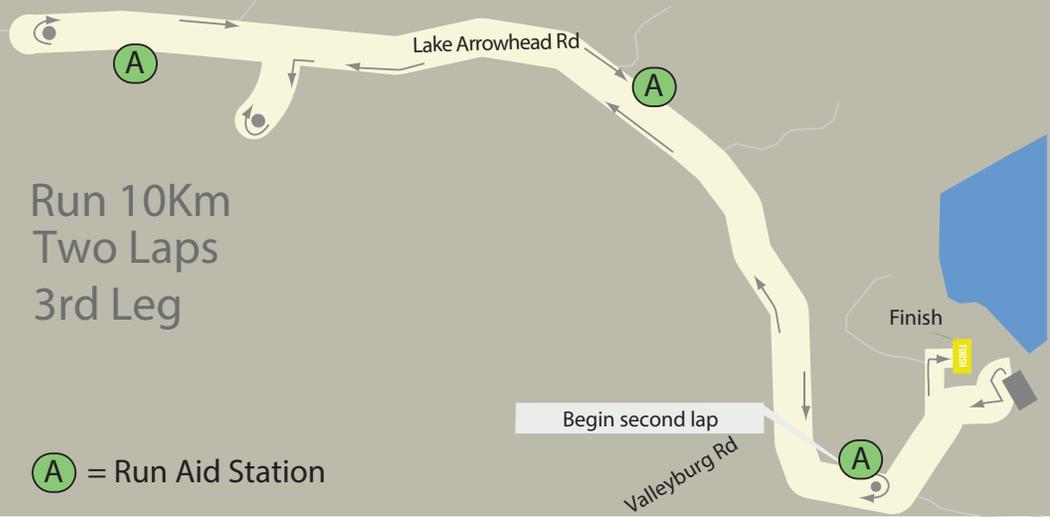
Bike 41Km
Two Loops

Farmview Rd

Hollow Run Rd

Ida Rd

Cyclists will begin second loop
at the intersection of Ida Rd and
Hollow Run Rd



Run 10Km
Two Laps
3rd Leg

Lake Arrowhead Rd

Finish

Begin second lap

(A) = Run Aid Station

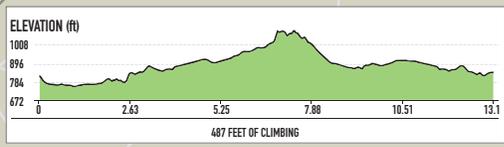
Valleyburg Rd

LURAY HALF MARATHON MAP



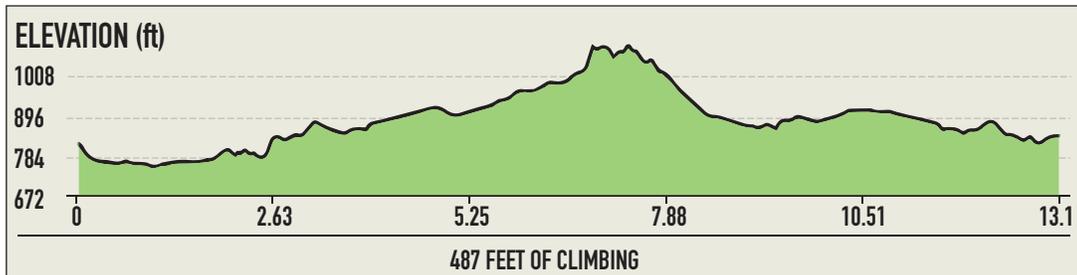
PAGE COUNTY, VA

LURAY, VA



- MAP KEY**
- START**
 - FINISH**
 - MILE MARKERS**
 - WATER STATION**
 - E EXCHANGE STATION**
- RELAY EXCHANGE
 - WATER STATION
 - RESTROOMS
 - MEDICAL
 - TIMING POINT
- DIRECTION TO RUN**
 - GREENWAY PATH**
 - COURSE**
 - CITY LIMITS**

LURAY HALF MARATHON TURN-BY-TURN DIRECTIONS



- 0 mi START on E Main Street heading west to
- .02 mi Right onto N Broad St
- .43 mi Straight onto N Broad St becomes U.S. 340
- .76 mi Left in to Greenway parking lot
- .80 mi Right onto Greenway, follow Greenway for next 2 miles
- 1.73 mi Right onto Mechanic St
- 1.77 mi Left onto Greenway
- 1.80 mi WATER STOP #1
- 2.55 mi Left off of Greenway onto Linden Ave
- 2.77 mi Straight in to the Middle School property and follow driveway behind the school to 1st Street
- 2.87 mi Left onto 1st Street next to Middle School
- 3.00 mi EXCHANGE STATION #1 (relay exchange, water stop #2, restroom, medical, timing point)
- 3.01 mi Right onto Luray Ave.
- 3.15 mi Left onto 3rd Street
- 3.57 mi Right onto Oakcrest Dr
- 3.91 mi Right onto Reservoir Ave
- 4.20 mi WATER STOP #3
- 4.40 mi Left onto Eden Rd
- 5.49 mi Right onto Rt 667 (Dry Run Rd)

- 5.75 mi EXCHANGE STATION #2 (relay exchange, water stop #4, restroom, medical, timing point)
- 6.27 mi Right onto Brookstone Rd
- 8.10 mi WATER STOP #5
- 8.56 mi Right onto Rt 689 (Stoneyman Rd)
- 9.33 mi Right onto S Antioch Rd
- 9.65 mi EXCHANGE STATION #3 (relay exchange, water stop #6, restroom, medical, timing point)
- 10.63 mi Left onto Fairview Rd
- 11.20 mi WATER STOP #7
- 11.50 mi Left onto Oakcrest Dr
- 11.84 mi Left onto 3rd Street
- 12.26 mi Right onto Luray Ave
- 12.40 mi Left onto 1st Street
- 12.50 mi WATER STOP #8
- 12.55 mi Right onto driveway behind Middle School
- 12.64 mi Straight onto Linden Ave
- 12.73 mi Right onto Big Spring St
- 12.89 mi Left onto Jamison Rd
- 12.96 mi Left onto Inn Cir
- 13.01 mi Right onto Zerkel St
- 13.10 mi FINISH at Hawksbill Brewery



Town of Luray, Virginia
Town Council Agenda Statement

Item No: VI-A

Meeting Date: February 10, 2020

Agenda Item: TOWN COUNCIL PUBLIC HEARING & CONSIDERATION
Item VI-A – WWTP Improvement Financing & Bond Issuance

Summary: The Town Council is requested to conduct a public hearing to receive public input and consider a Resolution for the issuance of a general obligation bond with a maximum amount of \$2,000,000 to provide funds to finance the construction of an enhanced septage receiving station, new influent screening facilities, improvements to the pumps associated with the oxidation ditches, fencing, and other sewer system upgrades and repairs.

Council Review: November 12, 2019; December 9, 2019

Fiscal Impact: N/A

Suggested Motion: I move that Town Council approve Resolution as presented.

**RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF LURAY, VIRGINIA
APPROVING THE ISSUANCE OF A \$2,000,000 GENERAL
OBLIGATION BANK-QUALIFIED BOND TO BE ISSUED BY THE
TOWN OF LURAY, VIRGINIA**

WHEREAS, on February 10, 2020, the Town of Luray, Virginia (the "Town") held a public hearing preceded by public notice concerning the issuance of a \$2,000,000 bond to provide funds to finance the construction of an enhanced septage receiving station, new influent screening facilities, improvements to the pumps associated with the oxidation ditch of the sewer facility, fencing, other sewer system upgrades and repairs, and costs of issuance (the "Project"); and

WHEREAS, the Town wishes to approve the form of the bond and designate such bond as a bank-qualified obligation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LURAY, VIRGINIA:

1. The Council approves issuance of a bond (the "Bond") by the Town of Luray, Virginia in an amount not to exceed \$2,000,000; such bond will be payable over 32 years, and shall be payable interest only for the first two years, bearing interest at the rate of 2.85 percent, then interest and principal at the fixed rate of 2.375 percent per annum for five years, then re-setting to the five-year Treasury +1.75 percent each five years thereafter, with a 2 percent floor. Other terms of the Bond are set forth in the commitment letter from Blue Ridge Bank dated January 13, 2020, a copy of which is attached as Exhibit A.

2. The Bond shall be a general obligation of the Town of Luray, Virginia and is backed by the full faith and credit and taxing power of the Town pursuant to Code of Virginia § 15.2-2624.

3. The Council approves the form of the Bond presented at this meeting, with such changes as may be approved by the Town Manager or Mayor, either of whom may act, and authorizes the Town Manager or Mayor, either of whom may act, to execute the Bond on behalf of the Town and to take all actions reasonably necessary, including but not limited to signing additional documents to carry out the terms of the Bond and this Resolution.

4. The Council authorizes and directs that the proceeds of the Bond may be used to fund the Project, reimburse the Town's general fund for Project costs, and reimburse the Town for other costs associated with the Project to the extent permitted by law.

5. The Bond shall provide that it shall not be deemed to constitute a debt or pledge of the faith and credit or taxing power of the Commonwealth of Virginia or any political subdivision thereof, except the Town.

6. The Council agrees and acknowledges that the Bond will be issued as a Bank-Qualified Bond pursuant to the \$10,000,000 small issuer exemption under Section 265 of the

Internal Revenue Code of 1986 (the "Code"). The Town does not reasonably anticipate designating more than \$10,000,000 of bank-qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code during 2020.

7. Notwithstanding anything else to the contrary, nothing contained in the Bond or other documents concerning the Bond shall create any obligation for any individual officer, director, council member, employee, or agent of the Town in his or her personal capacity.

This Resolution will take effect immediately upon its adoption.

Adopted: February 10, 2020

CERTIFICATE

The undersigned Mayor and Clerk of the Town Council of the Town of Luray, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Resolution entitled Resolution of the Town Council of the Town of Luray, Virginia Approving the Issuance of a \$2,000,000 General Obligation Bank-Qualified Bond to be Issued by the Town of Luray, Virginia, adopted by the Town Council at a meeting held on February 10, 2020. A record of the roll-call vote by the Town Council is as follows:

NAME	AYE	NAY	ABSTAIN	ABSENT
Barry Presgraves, Mayor ¹				
Leroy Lancaster, Vice Mayor				
Jerry Dofflemyer				
Leah Pence				
Jerry Shiro				
Joey Sours				
Ron Vickers				

Date: February 10, 2020

[SEAL]

ATTEST: _____
 Clerk, Town Council of
 Town of Luray, Virginia

 Mayor, Town of Luray, Virginia

¹ Votes only in the event of a tie.



17 West Main Street, PO Box 609, Luray, VA 22835-0609

January 13, 2020

Town of Luray
c/o Steve Burke, Town Manager

RE: Wastewater Treatment Plant Financing

Dear Mr. Burke:

Blue Ridge Bank ("Lender") is pleased to offer the Town of Luray ("Borrower") the following credit facility. This Commitment (as later defined) will become effective upon your acceptance of the terms and conditions outlined in this letter, and your return of an executed copy and a closing in a manner satisfactory to Lender. "Closing", "close", or "closed" as used herein, shall mean the execution, recordation where necessary, delivery to Lender of all documentation required by this commitment letter, and satisfaction of all terms and conditions specified herein.

Borrower: Town of Luray

Purpose: To provide financing for improvements of the sewer facility.

Loan Amount: Up to aggregate \$2,000,000 (*Two Million and 00/100 cents*) with principal advances during the first 24 months.

Interest Rate:

A. Construction Period: A fixed rate of 2.85% for 24 months

B. Repayment Period:

a. If tax-exempt: A fixed rate of 2.375% for 5 years then re-setting to the 5-year Treasury +1.75% each 5 years thereafter, with a 2.00% floor.

b. If not tax-exempt: A fixed rate of 2.85% for 5 years then re-setting to the 5-year Treasury +2.25% each 5 years thereafter, with a 2.50% floor.

Maturity: 32 years from closing

Loan Fees: All associated closing costs paid by Borrower

Repayment Terms:

- A. During the construction phase there will be 24 monthly interest-only payments based on the current outstanding principal balance.
- B. Followed by quarterly or semiannual principal and interest payments in an amount sufficient to amortize the outstanding balance over 30 years.

Collateral:

This facility will be a General Obligation of the Town of Luray.

**Prepayment
Premium:**

The loan may be repaid in whole or in part at any time without premium or penalty.

Fees:

If a payment is 7 days or more late, Borrower will be charged 5.00% of the unpaid portion of the regularly scheduled payment.

Financial Reports:

The following information will be required:

The Town will provide its current audit results annually for the Bank's review.

Additional financial information on Borrower as requested by Lender.

Other Conditions:

This commitment is subject to the maintenance by Borrower and all Guarantor(s) of a condition satisfactory to Lender and the delivery and/or execution of loan, security, and informational documents satisfactory to Lender. Examples of an unsatisfactory condition include, but are not limited to, a material change in management, an adverse change in financial condition, or any default by Borrower (or any Guarantor) on any obligation to Lender or to a third party.

The Borrower shall maintain its primary depository accounts with Lender.

During the term of the Commitment, there shall be no change in control, ownership, or legal structure of Borrower (or Guarantor) without the prior written consent of Lender.

With the exception of the Lender's attorney fees all costs, expenses and fees incurred to close the Commitment and perfect Lender's security interest will be the responsibility of the Borrower, whether or not the transaction contemplated herein closes, unless the failure to close is due solely to Lender's gross negligence or willful misconduct.

Town of Luray
January 13, 2020

In addition to any other defaults normally specified in Lender's documents, to the extent permitted by law, Borrower agrees that a default under this commitment will also cause a default under any other loan or obligation of the Borrower to Lender and that a default under any other loan or obligation of the Borrower to Lender will cause a default under this Commitment.

Other: All information and representations made by the Borrower to Lender are and will be accurate at closing.

This commitment shall be governed by the laws of the Commonwealth of Virginia.

This Commitment is for the sole and exclusive benefit of the Borrower and may not be assigned by the Borrower after such closing.

Commitment Modifications: No condition or other term of this Commitment may be waived or modified except in writing signed by Borrower, all Guarantors, if any, and Lender.

Please call me if you have any questions about the terms of this offer. If this Commitment is not accepted with an executed copy received by Lender by January 31, 2020 and closed by February 28, 2020, this Commitment shall be null and void at the option of Lender. To acknowledge your acceptance, please sign below and return to me. We look forward to working with you.

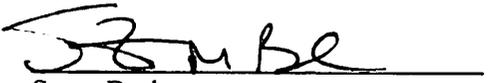
Sincerely,



Misty A. Deeds
Commercial Loan Officer

Understood and agreed to this 13th day of January, 2020

BORROWER:


Steve Burke,
Town Manager for the Town of Luray

Accepted subject to
Town Council approval

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
TOWN OF LURAY, VIRGINIA 2020
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND

Principal Amount: \$2,000,000

Registered Owner: Blue Ridge Bank

(Bank-Qualified)

Series 2020

R-1

February 20, 2020

THE TOWN OF LURAY, VIRGINIA (the “Town”), a political subdivision of the Commonwealth of Virginia, for value received, hereby promises to pay to Blue Ridge Bank (the “Bank”), or its successors in interest thereto, or registered assigns or legal representative, without offset, at the offices of the Bank the principal sum of up to TWO MILLION DOLLARS, and payable over 32 years, and shall be payable interest only for the first two years, bearing interest at the rate of 2.85 percent, then interest and principal at the fixed rate of 2.375 percent per annum for five years, then re-setting to the five-year Treasury +1.75 percent each five years thereafter, with a 2 percent floor. This is a draw down bond: payments shall not exceed the amount drawn by the Town. The other terms of the Bond are set forth in the commitment letter from Blue Ridge Bank dated January 13, 2020, attached as Exhibit A.

The Town agrees to pay 24 monthly interest-only payments, the first of which is due on March 20, 2020, based on the current outstanding principal balance, followed at the end of two years by semiannual principal and interest payments due on August 20 and February 20 of each year in an amount sufficient to amortize the outstanding balance over 30 years. The entire unpaid principal and interest shall be due and payable in full on February 20, 2052, unless sooner prepaid as hereinafter provided. Interest shall be computed on the basis of twelve 30-day months and a 360-day year. Prepayment of the principal balance of the Bond in whole or in part at any time without premium or penalty.

The owner of this Bond, by its acceptance hereof, agrees that before any sale, assignment or transfer of this Bond, it shall note on this Bond the aggregate amount of all principal installment payments which have been made on this Bond and the last date to which interest has been paid.

No notation is required to be made hereon as to the payment of any principal or interest upon normal payment dates. HENCE, THE FACE AMOUNT OF THIS BOND MAY EXCEED THE PRINCIPAL SUM REMAINING OUTSTANDING AND DUE HEREUNDER.

This Bond is authorized and executed pursuant to a resolution adopted and approved by the Town on February 10, 2020 (the "Resolution"), and the Public Finance Act of 1991, Code of Virginia § 15.2-2600, *et seq.* The proceeds of the Bond will be used to finance the construction of an enhanced septage receiving station, new influent screening facilities, improvements to the pumps associated with the oxidation ditch of the sewer facility, fencing, other sewer upgrades and repairs, and costs of issuance (the "Project"). The registered owner shall be entitled to all benefits, and this Bond is issued subject to all terms and conditions of the Resolution.

All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

This Bond is registered in the name of the holder hereof on the registration books kept by the Town as Bond Registrar, and no registration of transfer hereof shall be valid unless made on such records of the Town at the written request of the holder. The transfer of this Bond may be registered by the registered owner hereof in person or by its duly authorized attorney or legal representative at the principal office of the Town as provided below in the attached Transfer of Bond. The Town shall, prior to due presentment for registration of transfer, treat the registered owner of this Bond as the entity exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner of this Bond.

Upon default in the payment when due of any installment of principal or interest on this Bond the holder of this Bond may, at its option, declare the entire unpaid principal balance and all accrued interest hereon to be immediately due and payable. However, prior to such declaration, the holder of this Bond shall provide the Town notice in writing of such default and upon actual receipt of such notice; the Town shall have seven days to cure such default. If payment is seven or more days late, the Town will pay a charge equal to 5 percent of the unpaid portion of the payment.

This Bond and the interest hereon are general obligations of the Town. This Bond and the interest hereon shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including Page County, Virginia, other than the Town.

The full faith and credit of the Town are irrevocably pledged for the payment of the principal of and the interest on this Bond. Section 15.2-2624 of the Code of Virginia of 1950, as amended, requires that there shall be levied and collected an annual tax upon all taxable property in the Town subject to local taxation sufficient to provide for the payment of the principal of, premium, if any, and the interest on this Bond as the same shall become due, which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the Town to the extent other funds of the Town are not lawfully available and appropriated for such purpose.

The Council of the Town has designated this Bond as a “Qualified Tax-Exempt Obligation” for purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING PAGE COUNTY, VIRGINIA, OTHER THAN THE TOWN, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING PAGE COUNTY, VIRGINIA, OTHER THAN THE TOWN, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO.

No covenant, agreement or obligation contained in the Bond or any document shall be deemed to be a covenant, agreement or obligation of any present or future council member, officer, employee or agent of the Town in his or her individual capacity, and no such officer, employee or agent thereof executing the Bond or any other document shall be liable personally on such Bond or other document, or be subject to any personal liability or accountability by reason of the issuance thereof. No council member, officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to the Bond or any other document, or the Act or any of the transactions contemplated thereby provided he or she acts in good faith.

IN WITNESS WHEREOF, the Town of Luray, Virginia, has caused this Bond to be signed by Barry Presgraves, Mayor, and to be dated the 20th day of February, 2020.

TOWN OF LURAY, VIRGINIA

By: _____
Barry Presgraves, Mayor

[SEAL]

ATTEST:

Clerk

TRANSFER OF BOND

The transfer of this Bond may be registered only by the registered owner in person or by his duly authorized attorney or legal representative upon presentation hereof to the Clerk of the Town as Bond Registrar at the Town's office in the Town of Luray, Virginia, who shall make note thereof in the books kept for that purpose and in the registration blanks below.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>February 20, 2020</u>	<u>Blue Ridge Bank</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RECEIPT FOR BOND

The undersigned, on behalf of the Bond Purchaser, Blue Ridge Bank, (hereinafter “the Bank”) hereby certifies that it has received the Town of Luray’s Bond in the principal amount of \$2,000,000.00.

Dated: February 20, 2020

Blue Ridge Bank
as Bond Purchaser

By: _____
NAME
TITLE



Town of Luray

45 East Main Street
P.O. Box 629
Luray, Virginia 22835

Steven Burke, PE
Town Manager
sburke@townofluray.com

January 29, 2020

Ms. Amity Moler
Page County Administrator
103 South Court Street
Suite F
Luray VA 22835

RE: Septage Receiving Improvements

Dear Ms. Moler:

The Town of Luray is developing plans and funding for improvements at our Wastewater Treatment Plant. These improvements include a proposal for approximately \$700,000 in improvements to our septage receiving capabilities.

The improvements include an improved receiving station that will measure the volume of sludge and septage discharged to our plant. The new receiving station will allow haulers to discharge after hours if they have been issued an appropriate access code or card.

The cost for these improvements will result in increased septage rates to the hauling companies.

The Town would like to pursue a formal agreement with Page County designating our Wastewater Treatment Plant as the primary site for septage generated in Page County.

In addition, the Town would like the County to consider establishing Sanitary Districts in the areas with a higher density of septic fields or quantities generated. The revenue generated by the County could be contributed towards these improvements and reduce the rate increases for hauled septage brought to our plant.

Please let me know when we can meet to discuss this project.

Sincerely,

Steve Burke, PE
Town Manager

cc: Bryan Chrisman, Assistant Town Manager
Mary Broyles, Town Treasurer

**PUBLIC HEARING CONCERNING
THE ISSUANCE OF A BOND
BY THE TOWN OF LURAY**

Notice is hereby given that on Monday, February 10, 2020, at 7 p.m., in the Council Chambers of the Town of Luray's Municipal Offices, 45 East Main Street, Luray, Virginia, the Luray Town Council will hold a public hearing regarding the proposed issuance by the Town of Luray of a general obligation bond in the estimated maximum amount of \$2,000,000 (the "Bond"). The Bond will be used to provide funds to finance the construction of an enhanced septage receiving station, new influent screening facilities, improvements to the pumps associated with the oxidation ditch of the sewer facility, fencing, other sewer system upgrades and repairs and costs of issuance. Interested persons may appear at such time and place to present their views.

To be published in the Page News and Courier on January 23 and January 30, 2020.



Town of Luray, Virginia
Town Council Agenda Statement

Item No: VIII-A

Meeting Date: February 10, 2020

Agenda Item: TOWN COUNCIL CONSIDERATION
Item VIII-A – Code Amendment Chapter 18 - Animals

Summary: The Town Council is requested to adopt draft Code Amendments to Sections 1 to 9 of Chapter 18 – Animals. Based upon recent inquiries about keeping non-domesticated animals within Town limits, the Town Attorney has developed Code Amendments to Chapter 18 to protect public health and safety.

The Planning Commission is currently developing draft Amendments to the Zoning Regulations related to non-domesticated animals.

The Town Attorney has confirmed that a Public Hearing is not required for Council's adoption of this Ordinance.

Council Review: January 13, 2020; January 28, 2020

Fiscal Impact: N/A

Suggested Motion: I move that Council adopt the Code Amendments to Chapter 18 – Animals as presented effective upon adoption.

Chapter 18 — ANIMALS^{HJ}

Footnotes:

~~(1)~~

~~State Law reference~~— ~~General authority of town to regulate animals and fowl, Code of Virginia, § 3.1-796.94:1.~~

ARTICLE I. - IN GENERAL*

*Extensively amended and revised by Ord. of X-X-2020

State Law reference— General authority to regulate keeping of animals and fowl, Code of Virginia, § 3.2-6544.

Sec. 18-1. - Maintenance and setbacks of facilities used for keeping animals and fowl ~~and fowl~~.

(a) All pens, stables, coops, kennels, and other facilities used for keeping any animal or fowl in the town shall be kept in in a sanitary condition at all times by the owner or person in charge thereof.

(b) All pens, stables, coops, kennels, and other facilities used for keeping any animal or fowl in the town ~~All cow stables, pigpens, chicken houses, dog houses or kennels or other facilities for keeping livestock, fowl, poultry and dogs, kept or maintained within the town, shall be expressly under the supervision and regulation of the health director and the same shall be kept in a clean and sanitary condition for the protection of health, and shall be so kept as not to give rise to objectionable odors upon any public highway or upon any premises owned or occupied by any person other than the person maintaining the same. shall observe the following minimum setbacks:~~

(1) 15 feet from any property line of an adjoining parcel owned by a third party.

(2) Kennels shall be a minimum of 25 feet from any dwelling on an adjoining parcel owned and occupied by a third party. All other facilities shall be a minimum of 50 feet from any such dwelling.

(3) 20 feet from any stream, tributary, ditch, swale, stormwater management facility, drop-inlet, or other storm drainage area that would allow fecal matter to enter any town storm drainage system or stream.

(4) A minimum set back from the public right-of-way equal to the distance between such public right-of-way and the primary structure on the parcel.

~~(b) — A violation of this section shall constitute a Class 3 misdemeanor.~~

~~(Code 1965, § 4-2; Code 1981, § 5-1)~~

Sec. 18-2. - Livestock or fowl straying or trespassing.

~~It shall be unlawful and a Class 3 misdemeanor for any~~No person ~~shall to~~ allow or permit any fowl, poultry or livestock of any description to stray to public property or private premises of another, and all poultry, fowl and livestock shall be sufficiently housed or fenced by the owner or person exercising control over the same, so as to prevent such poultry, fowl or livestock from trespassing or straying.

(Code 1965, § 4-1; Code 1981, § 5-2)

State Law reference— Authority to prohibit animals and fowl running at large, Code of Virginia, § 3-1-796.94:1.

Sec. 18-3. — Vicious, wild and exotic animals.~~Dangerous animals at large.~~

(a) The following terms shall have the meanings ascribed below for the purpose of this section:

Vicious animal: any animal or animals that constitute a physical threat to human beings or other animals, not to include vicious dogs, which are addressed separately within this chapter.

Wild or exotic animal: Those animals, other than dogs, house cats, caged birds and other domesticated household pets, which because of a predatory nature, venomous bite or sting, size or disposition present a potential danger to town residents, including but not limited to lions and tigers, mountain lions and other large cats, bears, poisonous snakes and lizards, elephants, monkeys and apes, foxes, wolves, coyotes, alligators and crocodiles.

~~— No person shall suffer or permit any animal belonging to him or under his control, and known to be dangerous or reasonably suspected of being dangerous, to go at large within the town. If the owner or person in control of such an animal, upon notice that the animal is at large, fails to take it into custody forthwith, and its running at large creates an emergency, the animal shall be killed forthwith by order of the chief of police, when deemed necessary for public safety.~~

(b) ~~— If a sworn complaint is made that a dangerous animal is being allowed to run at large or is not confined in such a manner as to be safe for the public, the general district court of the county shall summon the owner or person exercising ownership or control over such animal and the case shall be heard, and if the complaint is sustained, the court may order such animal killed forthwith by the police or make such other disposition of the case as will ensure the safety of the public. In addition to such penalty as may be imposed upon the owner or person exercising the right of ownership or control, any costs or expense incident to the apprehension and safekeeping of the animal shall be collected as other fines are collected.~~No person shall keep or permit to be kept within the town any wild, exotic or vicious animal, as those terms are defined above in Subsection (a). This prohibition shall not apply to a single certified service animal in a household or a zoological park, traveling animal exhibition, circus, or veterinary clinic that is properly licensed.

Sec. 18-4. — Permit for slaughtering prohibited within town.

(a) ~~It shall be unlawful for any~~No person shall kill, butcher, slaughter, or dress any animal or fowl within the town. [Exceptions for (1) deer or other wildlife lawfully harvested during hunting season or (2) any activity conducted outside public view] ~~in the town to slaughter, for food, any cattle, hog or sheep, without first obtaining a permit so to do from the town council. The permit shall indicate the place where such animals are to be slaughtered. Prior to the issuance of the permit, the council shall approve the place where such animals are to be slaughtered. No such permit shall be granted by the council for slaughter within 200 yards of any dwelling, without the written consent of the occupant of such dwelling. Any such permit shall be revoked at any time, upon the request of any person living within 200 yards of such place.~~

~~(b) This section shall not be so construed as to prevent any person from killing his own hogs, or the hogs of his neighbor, in conjunction with his own, upon his own premises, between November 1 and March 1 in any year.~~

~~(Code 1965, § 4-5; Code 1981, § 5-4)~~

Sec. 18-5. - Town designated as bird sanctuary.

The entire area embraced within the corporate limits of the town is hereby designated as a bird sanctuary.

~~(Code 1965, § 4-8; Code 1981, § 5-5)~~

Sec. 18-6. - Shooting, trapping, etc., birds or robbing or molesting bird nests.

~~No~~ It shall be unlawful and a Class 4 misdemeanor for any person ~~shall~~ trap, shoot or molest, or to attempt to trap, shoot or molest, in any manner, any bird or wild fowl or to molest or rob bird nests or wild fowl nests; provided, however, that if starlings, pigeons or similar birds are found to be congregating in such numbers in a particular ~~location~~ city that they constitute a nuisance or menace to health or property, in the opinion of the chief of police, such birds may be trapped or destroyed after complying with the nuisance abatement procedures set forth in Chapter 42, under the supervision of the chief of police, in such numbers and in such manner as is deemed advisable.

~~(Code 1965, § 4-9; Code 1981, § 5-6)~~

Sec. 18-7. - Abandoning domestic animal in public place or on property of another.

~~Any~~ No person ~~who~~ shall abandon any dog, cat or other domesticated animal in any public place, including the right-of-way of any public highway, road or street, or on the property of another ~~shall be guilty of a Class 3 misdemeanor.~~

~~(Code 1981, § 5-8)~~

~~State Law reference — Similar provisions, Code of Virginia, § 3.1-796.122.~~

Secs. 18-8. — Penalty for violation of this article.

Any person violating any provision of this article shall be guilty of a Class 3 misdemeanor.

Secs. 18-9-18-30. - Reserved.



Town of Luray, Virginia
Town Council Agenda Statement

Item No: VIII-B

Meeting Date: February 10, 2020

- Agenda Item: TOWN COUNCIL CONSIDERATION
Item VIII-B – Town Manager Agreement
- Summary: The Town Council is requested to reappoint Steven Burke Town Manager of the Town of Luray. The Employment Agreement has been drafted and both parties have agreed to the amended agreement.
- Council Review: January 13, 2020
- Fiscal Impact: N/A
- Suggested Motion: I move that Council reappoint Steve Burke Town Manager of the Town of Luray and authorize the Mayor to execute the Employment Agreement as presented.

EMPLOYMENT AGREEMENT

This **AGREEMENT** is made and entered into this ___ day of February, 2020, by and between the Town of Luray, Virginia, a Virginia municipal corporation (the "Town"), and Steven Burke ("Employee").

RECITALS:

WHEREAS, the Town desires to continue employing the services of Employee as its Town Manager; and

WHEREAS, Employee is qualified, ready, willing, and able to continue providing services to the Town as its Town Manager.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I. EMPLOYMENT

1.1. Employment Scope.

The Town agrees to employ Employee as its Town Manager to exercise the general supervisory powers and perform the duties provided in the Virginia Code, Town Charter and Town Code, to exercise such general powers as are necessary and proper to carry out that work and to perform any other duties which may be placed upon him from time to time by the Mayor and Town Council. The power to supervise the duties to be performed, the manner of performing such duties, and terms for performance thereof shall be exercised by the Mayor and Town Council.

1.2. General Policies.

Employee agrees to abide by the general standards and policies established by the Town, including but not limited to, the current Personnel Policies Manual of the Town of Luray, Virginia, as amended (the "Personnel Manual"). Employee agrees to exercise due diligence to perform all duties in accordance with federal, state and local laws, rules and regulations.

1.3. Work Hours.

Employee acknowledges that the Town's business is not limited to forty (40) hours per week and that he may need to perform his duties seven (7) days per week, twenty-four (24) hours per day. Employee agrees to work a minimum of forty (40) hours per week on an "as needed" basis in order to meet the needs of the Town's citizens.

1.4. Outside Hours.

The Town acknowledges that it will be necessary for Employee to carry out many of his duties outside the normal office hours of the Town, and Employee shall be allowed to establish an appropriate work schedule. The Mayor and Town Council shall not set Employee's work schedule or time spent on Town and community-related activities outside the normal office hours of the Town, but they may take them into consideration during Employee's performance reviews.

1.5. Exclusive Service.

Employee should devote substantially all of his working time and attention to the Town's operations. However, the expenditure of reasonable amounts of time for voluntary or charitable services and consulting work during his leave time shall not be deemed a breach of this Agreement, provided the Town Council determines that the rendering of such services by Employee does not materially interfere with the services required to be rendered to the Town under this Agreement.

1.6. Professional Standards.

Employee shall perform all duties under this Agreement in a professional and ethical manner.

1.7. Employment Term.

The initial term of this Agreement shall commence on the 5th day of March, 2020, and expire on the 4th day of March, 2021 (the "Initial Term"). This Agreement shall renew automatically for successive terms of one year (each a "Renewal Term") upon the expiration of the Initial Term and any subsequent Renewal Term unless written notice of nonrenewal is provided as described in Section 1.10. Employee shall serve at the pleasure of Town Council and may be terminated at any earlier time in accordance with the provisions contained in Article III.

1.8. Performance Evaluations.

The Mayor and Town Council will conduct a performance evaluation of Employee approximately six (6) months into the Initial Term and any Renewal Term of this Agreement. The Mayor and Town Council may provide Employee with performance goals from time to time. Employee's progress towards the goals shall be considered during the performance reviews along with all other information deemed necessary and appropriate by the Mayor and Town Council.

1.9. Residency.

Employee agrees to maintain his primary residence during the term of this Agreement within the Town or such other location upon which the Town and Employee mutually agree.

1.10. Notice of Nonrenewal.

The Town shall provide written notice to Employee at least 120 days prior to the expiration of the Initial Term or Renewal Term, as applicable, in the event the Town does not intend to renew this Agreement.

ARTICLE II. COMPENSATION

2.1. Annual Salary.

Employee shall be paid an annual salary in the amount of one hundred eighteen

thousand dollars (\$118,000.00) per year, which payments shall be paid in accordance with the general standards and policies established by the Town, including the Personnel Manual. Employee is not eligible for overtime compensation.

2.2. Leave And Other Benefits.

(a) Annual Leave.

Employee shall be entitled to 10 days of paid annual leave for each year this Agreement remains in force. Employee shall accrue and use annual leave as provided in the Personnel Manual.

(b) Administrative Leave.

Employee shall be entitled to 15 days of paid administrative leave that shall be awarded on the first day of each fiscal year. Any administrative leave left unused at the conclusion of the fiscal year in which it is awarded shall be lost and forfeited. Employee shall not be entitled to compensation for any unused administrative leave in the event this Agreement expires as a result of nonrenewal or Employee is terminated for any reason.

(c) Employment Expenses.

The Town shall pay all reasonable and necessary work-related expenses incurred by Employee within the scope of his employment, including all travel expenses. The Town shall also pay dues for Employee to be a member of the Virginia Municipal League (VML), the Virginia Local Government Management Association (VLGMA), and the American Public Works Association (APWA).

(d) Vehicle Use.

Employee shall utilize his personal vehicle for work-related travel. The Town shall pay Employee four hundred dollars (\$400.00) per month as the agreed reimbursement amount for the use of Employee's vehicle.

(e) Other Benefits.

Except as otherwise provided herein, Employee shall receive benefits pursuant to the general standards and policies established by the Town, including the Personnel Manual.

ARTICLE III. TERMINATION

3.1. Written Notice.

Employee may terminate this Agreement by providing thirty (30) days' written notice to the Town. The Town may terminate this Agreement without cause by providing thirty (30) days' written notice to Employee. If the Town desires to terminate Employee for cause, no notice is required and the termination may be effective immediately. For the purpose of this Agreement, "cause" exists when the Mayor and Town Council determine that Employee has engaged in any of the following: (a) gross negligence or willful misconduct with respect to the Town or its policies, procedures, citizens, or Council members; or committing any act that is

materially injurious to the Town or its Council members; or committing any act involving dishonesty, disloyalty, or fraud with respect to the Town or its Council members; (b) substantial or repeated failure to perform duties commensurate with Employee's position or duties; (c) any breach of this Agreement that is not cured within a reasonable time after receipt of written notice thereof from the Mayor or Town Council; or (d) conviction of a felony or criminal offense involving moral turpitude or violation of any federal or state law prohibiting sexual discrimination or harassment.

3.2. Automatic Termination.

This Agreement shall automatically terminate upon Employee's conviction of a felony or any other criminal offense involving moral turpitude or violation of any federal or state law prohibiting sexual discrimination or harassment.

3.3. Accrued Compensation.

In the event this Agreement is terminated or expires as a result of nonrenewal, Employee shall be entitled to compensation earned up to the date of termination or expiration in accordance with the general standards and policies established by the Town, including the Personnel Manual.

3.4. Severance Payment.

If this Agreement is terminated by the Town without cause, the Town shall pay Employee a severance payment equal to six (6) months of salary (hereinafter referred to as the "Severance Payment"). Employee shall not be entitled to the Severance Payment in the event that (a) Employee terminates this Agreement; (b) the Town terminates this Agreement for cause; or (c) this Agreement expires as a result of nonrenewal and the Town has provided notice of nonrenewal pursuant to Section 1.10.

3.5. Severance Benefits.

If this Agreement is terminated by the Town without cause, the Town shall pay: (a) Employee's health insurance premiums if Employee is eligible for and elects COBRA coverage, and (b) the Town's contribution to Employee's Virginia Retirement Services retirement, for an additional period of six (6) months (hereinafter referred to as the "Severance Benefits"). Employee shall not accrue or be entitled to receive any additional sick or vacation leave during that six (6) month time period. Employee shall be entitled to compensation for any accrued and unused sick or vacation leave in accordance with the general standards and policies established by the Town, including the Personnel Manual. Employee shall not be entitled to Severance Benefits in the event that (a) Employee terminates this Agreement; (b) the Town terminates this Agreement for cause; or (c) this Agreement expires as a result of nonrenewal and the Town has provided notice of nonrenewal pursuant to Section 1.10.

3.6. Public Notice.

In the event that Employee is entitled to receive the Severance Payment and Severance Benefits, the Town shall first provide public notice and announce them at a public meeting pursuant to Section 15.2-1510.1 of the Virginia Code, as amended.

3.7. Return of Town Property.

In the event this Agreement is terminated or expires as a result of nonrenewal, Employee shall deliver to the Town all information, identifications, keys, computer software and hardware, mobile telephones, pagers, and documents provided by or pertaining in any way to the Town (collectively, "Town Property"). "Documents" include all original and drafts on paper and electronic form, including Metadata, of any notes, statements, affidavits, letters, telegrams, contracts, memoranda, papers, meeting minutes, reports, studies, computer tapes, computer disks, computer cards, electronic mail messages (sent, received, or drafted, as well as corresponding dates, times, recipients and file attachments), and databases, web browser databases, and applications (bookmarks, cookies, history log), computer organizer databases, voice mail messages and databases, pager messages and databases, facsimiles, calendar and diary entries, photographs, charts, tabulations, analysis, working papers, statistical or informational accumulations, audio or video recordings, and notes or recollections of meetings, interviews, conferences, and telephone calls. Employee shall not retain, reproduce, or provide to a third party Town Property or copies thereof.

ARTICLE IV. MISCELLANEOUS

4.1. This Agreement provides the entire undertaking between the parties and there are no oral or written representations, promises, inducements, or agreements except as provided herein.

4.2. This Agreement supersedes all prior employment agreements, whether oral or written, between the Town and Employee.

4.3. The parties understand that this is a legally binding document and they have the opportunity to consult with counsel prior to its execution. They agree that this opportunity has been afforded to them, and they knowingly and intelligently execute this Agreement with full understanding of all the provisions herein.

4.4. The parties agree that they freely and voluntarily execute this Agreement, and that no undue influence, pressure, coercion, or force has been used against them.

4.5. This Agreement may be executed in duplicate, and each copy shall be deemed an original and constitute the same Agreement.

4.6. The parties shall execute and deliver any additional instruments required to give full effect to the provisions herein.

4.7. The terms of this Agreement shall not be modified except by a written document executed by both parties.

4.8. No provision of this Agreement may be assigned without the prior written consent of both parties.

4.9. This Agreement shall be binding upon Employee's heirs, administrators, executors, and other representatives, and upon the Town's successors and assigns.

4.10. If any provision of this Agreement is declared by a Court to be invalid or unenforceable,

all other provisions of this Agreement shall remain valid and enforceable.

4.11. The prevailing party in any suit or action to enforce the terms of this Agreement shall be entitled to reimbursement of costs, expenses, and reasonable attorneys' fees from the non-prevailing party.

4.12. This Agreement is executed under and shall be governed by the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

THE TOWN OF LURAY, VIRGINIA,
A Virginia Municipal Corporation

By Barry A. Presgraves, Mayor

Steven Burke, Employee

**COMMONWEALTH OF VIRGINIA
COUNTY OF PAGE**

The foregoing was acknowledged before me in the aforesaid jurisdiction this _____ day of February, 2020, by Steven Burke, Employee.

My commission expires _____.

Notary Registration No. _____.

Notary Public

**COMMONWEALTH OF VIRGINIA
COUNTY OF PAGE**

The foregoing was acknowledged before me in the aforesaid jurisdiction this _____ day of February, 2020, by the Honorable Mayor Barry A. Presgraves, on behalf of the Town of Luray, Virginia, a Virginia municipal corporation.

My commission expires _____.

Notary Registration No. _____.

Notary Public



Town of Luray, Virginia
Town Council Agenda Statement

Item No: VIII-C

Meeting Date: February 10, 2020

Agenda Item: TOWN COUNCIL CONSIDERATION
Item VIII-C – Resolution of Support of 2nd Amendment Rights

Summary: The Town Council is requested to consider a request from Jeremy Hilliard to adopt a Resolution of Support of 2nd Amendment Rights. The Page County Board of Supervisors unanimously adopted the attached Resolution establishing all of Page County a Second Amendment Sanctuary on December 3, 2019.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: I move that Council adopt the Resolution of Support of 2nd Amendment Rights as presented.



TOWN OF LURAY
RESOLUTION OF SUPPORT
2ND AMENDMENT RIGHTS



WHEREAS, the members of the Town Council of the Town of Luray have taken an oath to defend and uphold the constitutions of the United States and Virginia; and

WHEREAS, the Second Amendment to the United States Constitution states " ... the right of the people to keep and bear Arms, shall not be infringed;" and

WHEREAS, the Town Council is concerned that introduced legislation for the 2020 Virginia General Assembly, if passed, could infringe upon rights guaranteed by the Second Amendment to the United States Constitution and Article I, § 13 of the Virginia Constitution; and

WHEREAS, the Page County Board of Supervisors adopted a Resolution declaring all of Page County a Second Amendment Sanctuary on December 3, 2019;

NOW, THEREFORE, BE IT RESOLVED the Town Council of the Town of Luray declares their support of the rights ensured and protected by the constitutions of the United States and Virginia, including the rights of law-abiding citizens to keep and bear arms; and

BE IT FURTHER RESOLVED that the Town Council urges the Virginia General Assembly, the United States Congress, and other agencies of State and Federal government to vigilantly preserve and protect those rights by rejecting any provision, law, or regulation that may infringe, have the tendency to infringe, or place any additional burdens on the right of law-abiding citizens to keep and bear arms; and

BE IT FINALLY RESOLVED that the Town Council directs its staff to forward a copy of this resolution to the Town's elected representatives in the Virginia General Assembly and to the Governor of Virginia.

Adopted this 10th Day of February 2020

Mayor Barry Presgraves

ATTEST:

Danielle Babb, Deputy Clerk of Council



Agenda
Page County Board of Supervisors
Work Session
Board of Supervisors Room – 103 South Court Street, Luray
December 3, 2019 – 7:00 p.m.

Call to Order

- Moment of Silence/Invocation (District 2)
- Pledge of Allegiance

Resolution – Second Amendment Sanctuary

Supervisor Stroupe (p. 2)

Annual Report from People Incorporated

Rob Goldsmith (p. 4)

- Resolution – People Incorporated 55th Anniversary

Update from the Chamber

Gina Hilliard

Tax Relief for Disabled Veterans

Becky Smith (p. 5)

Adjourn

Mission Statement

To provide essential and desired services to all Page County citizens through an open and responsive decision making process that values ethical conduct, fiscal responsibility, professional expertise, regional collaboration and proactive stewardship.

#2019-12
RESOLUTION
SECOND AMENDMENT SANCTUARY

WHEREAS, the Second Amendment of the United States Constitution reads: “A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed,” and

WHEREAS, Article 1, Section 13, of the Constitution of Virginia provides “that a well regulated militia, composed of the body of the people, trained to arms, is the proper, natural, and safe defense of a free state, therefore, the right of the people to keep and bear arms shall not be infringed; that standing armies, in time of peace, should be avoided as dangerous to liberty; and that in all cases the military should be under strict subordination to, and governed by, the civil power;” and

WHEREAS, certain legislation introduced in the 2019 session of the Virginia General Assembly, and certain legislation introduced in the current session of the United States Congress could have the effect of infringing on the rights of law-abiding citizens to keep and bear arms, as guaranteed by the Second Amendment of the United States Constitution; and

WHEREAS, the current Governor of Virginia has stated that he intends to endorse and pass into law legislation that is unconstitutional as it pertains to the rights enumerated in the U.S. & Virginia Constitution; and

WHEREAS, the Page County Board of Supervisors is concerned about the passage of any bill containing language which could be interpreted as infringing the rights of the citizens of Page County to keep and bear Arms or could begin a slippery slope of restrictions on the Second Amendment rights of the citizens of Page County; and

WHEREAS, the Page County Board of Supervisors wishes to express its deep commitment to the rights of all citizens of Page County to keep and bear Arms; and

WHEREAS, the Page County Board of Supervisors wishes to express opposition to any law that would unconstitutionally restrict the rights under the Second Amendment of the citizens of Page County to bear arms; and

WHEREAS, the Page County Board of Supervisors wish to express its intent to stand as a Sanctuary County for Second Amendment rights and to oppose, within the limits of the Constitutions of the United States and the Commonwealth of Virginia, any efforts to unconstitutionally restrict such rights, and to use such legal means as its disposal to protect the right of the citizens to keep and bear arms, including through legal action, the power of

appropriation of public funds, and the right to petition for redress of grievances, and the direction to the law enforcement and judiciary of Page County to not enforce any unconstitutional law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PAGE COUNTY, VIRGINIA:

That the Board of Supervisors hereby expresses its intent to uphold the Second Amendment rights of the citizens of Page County, Virginia and its intent that public funds of the County not be used to restrict Second Amendment rights or to aid in the unnecessary and unconstitutional restriction of the rights under the Second Amendment of the citizens of Page County, Virginia to bear arms; and

That the Board of Supervisors hereby declares its intent to oppose unconstitutional restrictions on the right to keep and bear arms through such legal means as may be expedient, including without limitation court action; and,

That the Board of Supervisors hereby declares Page County, Virginia as a “Second Amendment Sanctuary.”

This Resolution was adopted by the Page County Board of Supervisors this 3rd day of December, 2019.

Morgan Phenix, Chairman

Amity Moler, Clerk



Town of Luray, Virginia
Town Council Agenda Statement

Item No: VIII-D

Meeting Date: February 10, 2020

Agenda Item: TOWN COUNCIL CONSIDERATION
Item VIII-D – Bid Award – Concession Services for Ralph Dean Park

Summary: The Town Council is requested to consider the award of Concession Services for Ralph Dean Park for the 2020 Season to the Luray Little League.

The Town solicited bids to provide concessions services and received two bids.

- Luray Little League - \$2,000.00
- C and S Concession - \$1,500.00

Copies of the bid proposals, Concession Agreement, Request for Proposals, and advertisement are provided for your review.

Based upon review of the submitted information, the bid from the Luray Little League is the highest, responsive bid to provide concession services.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: I move that Council award the contract for Concession Services for Ralph Dean Park for the 2020 Season to the Luray Little League as presented.



LURAY LITTLE LEAGUE

P.O Box 343 | LURAY, VIRGINIA, 22835

February 4, 2020

Town of Luray
45 East Main Street
PO Box 629
Luray, Virginia 22835

Luray Little League
Board of Directors
PO Box 343
Luray, Virginia 22835
(540) 742-2524

Dear Mr. Burke,

On behalf of the Luray Little League, I am pleased to present you with the enclosed proposal to provide concessions at Ralph Dean Park located at 625 6th Street Luray, Virginia 22835.

Little League is built upon the strong fundamentals of hard work and community involvement; aiding in youth development. We believe support from the Town of Luray through a partnership with our organization – would help to create an exceptional impact on the Luray community. In September of 2019, a new Board of Directors was elected; with plans to take immediate action implementing our core values. We are working diligently to bring the Luray Little League back to what it once was by promoting the values of volunteerism and acknowledging the importance of our youth.

Included in this RFP, you will find responses that we believe not only meet but exceed your requirements. Should you require any further information, please let us know.

Regards,

A handwritten signature in black ink, appearing to be "D. A. A.", written over a horizontal line.

A. Credentials and Related Experience:

Among our board and committee members, there is over 15 years of combined Food Service experience and 8 years of Restaurant Management experience to include:

- ServSafe Certification for over 10 years
- Daily food preparation in accordance with food safety standards
- Practice of standard food-handling procedures, and inventory management
- Maintenance of hygienic workspaces while in a fast-paced operation
- Management of daily operations and organized workflow
- Management of monies generated and proper cash procedures

Several of our board and committee members grew up helping in the concession stands and are familiar with the high volume of sales it generates.

B. Selection of food, drink and snack food items offered and pricing:

1. Food preparation, prepackaged food & bottled beverages
2. Serving the following items:

Hamburgers & Cheeseburgers	4 oz. patty
Hot Dogs	1.6 oz
French Fries with the option of chili and/or cheese	8 oz. tray
Nachos with the option of chili and/or cheese	8 oz. tray
Popcorn	1.5 oz. bag
Chips (variety, i.e. Doritos, BBQ, Plain)	1 oz. bag
Candy (bars, i.e. Snickers, Babe Ruth, Hershey's)	2-2.5 oz. bars
Ice Pops	1.5 fl. oz
Sunflower Seeds	1.6 oz bags
Chicken Tenders	3 tenders, 8 oz. tray
Mozzarella Sticks	4 sticks, 8 oz. tray
Airheads	.55 oz
Suckers (i.e. Blow Pops)	
Gum	1 pack or 5 individual pieces
Pork BBQ	5 oz. serving
Donuts	1.7 oz
Pizza (Weekends Only)	Served by the slice
Gatorade	20 fl. oz bottle
Bottled Water	16.9 fl. oz bottle
Bottled Soda	16.9 fl. oz bottle
Slushies	12 fl. oz cup
Coffee	12 fl. oz cup
Hot Chocolate	12 fl. oz cup

3. Equipment to be provided: Crock Pots, Coffee Carafes
4. Pricing as follows:

Item	Price	Item	Price
Hamburger	2.50	Gatorade	1.50
Cheeseburger	3.00	Bottled Water	1.00
Hot Dog	1.50	Bottled Soda	1.50
Hot Dog w/ chili & cheese	2.00	Slushies	1.00
Fries	1.00	Coffee	1.00
Fries w/ chili & cheese	1.50	Hot Chocolate	1.00
Nachos	2.50		
Nachos w/ chili & cheese	3.00		
Popcorn	1.00		
Chips	.50		
Candy	1.00		
Ice Pops	.50		
Sunflower Seeds	1.50		
Chicken Tenders	3.00		
Mozzarella Sticks	3.00		
Airheads	.50 or 3/\$1		
Suckers	.50 or 3/\$1		
Gum	1.00		
Pizza	2.00/slice		
Pork BBQ	3.00		
Donuts	1.50		

- C. Luray Little League complies with the contract terms and conditions as stated in Section 5.0
- D. Lump Sum Amount: **\$2,000.00**

Jennifer Carney References:

**Teresa Day
Springfield Elementary**

**David Sours
Hawksbill Brewing
22 Zerkel Street
Luray, VA 22835**

**Christi Baker
Dan's Steakhouse
8512 US-211
Luray, VA 22835**

Tasha Haddock Reference:

**Tiffany Couch
Page County Commissioner of the Revenue's Office
101 S Court Street
Luray, VA 22835**



Luray Little League



Joshua Wood – President/Umpire in Chief
1872 Bixler Ferry Rd Luray, VA 22835

Jack Carrico – Vice President
609 Fourth St. Luray, VA 22835

Zack Leake - Treasurer
279 Springfield Estates Dr Rileyville, VA 22650

Tasha Haddock – Secretary
462 Lake Arrowhead Rd Luray, VA 22835

Scott Haddock – Player Agent
462 Lake Arrowhead Rd Luray, VA 22835

David Cribb - Scheduler
10 Johnson Dr Luray, VA 22835

Emily Speaks – Coaching Coordinator (Softball)
11 Lewis St Luray, VA 22835

Jeremy Leake – Building and Grounds
200 Mont View Ln Luray, VA 22835

Corey Seal – Equipment/Uniforms
138 Mills Ln Stanley, VA 22851

April Judd – Fundraiser/Sponsorship
5 Hite Springs Luray, VA 22835

Justin Brooks – Coaching Coordinator (Baseball)
157 Landing Ln Stanley, VA 22851

Eric Myers – Safety Officer
182 Jessie May Ln Luray, VA 22835

Paul Rutt – League Information Officer
2466 Kimball Rd Luray, VA 22835

Jennifer Carney- Concession
323 Forrest Dr Luray, VA 22835

CONCESSION SERVICES FOR RALPH DEAN PARK

SUBMITTAL FORM
(REQUIRED)

THE FIRM/ORGANIZATION OF:

Luray Little League

Address:

P.O. Box 343

Luray, VA 22835

Tax ID _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

One Time Lump Sum for Rights to Concession Areas \$2,000.00

The following shall be returned with your proposal. Failure to do so may cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addendums.

Items:	Included: (X)
1. References	<u>X</u>
2. Addendums, if any	_____
3. One (1) original proposal	<u>X</u>

Person to contact regarding this proposal:

Joshua WOOD

Title: President

Phone: _____ Fax: _____

Email: LurayVA.LL@gmail.com

Name of person authorized to bind the Firm (9.10):

Joshua WOOD

Signature: 

Date: 2-4-2020

CONCESSION SERVICES FOR RALPH DEAN PARK

SUBMITTAL FORM
(REQUIRED)

THE FIRM/ORGANIZATION OF:

C and S Concession

Address:

168 Boston Rd

Luray Va 22835

Tax ID _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

One Time Lump Sum for Rights to Concession Areas \$ 1,500.00

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addendums.

Items:	Included: (X)
1. References	_____
2. Addendums, if any	_____
3. One (1) original proposal	_____

Person to contact regarding this proposal:

Charles Peav

Title: owner

Phone: _____ Fax: _____

Email: 1 _____

Name of person authorized to bind the Firm (9.10):

Signature: Charles Peav

Date: 2-3-2020

TOWN OF LURAY CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into this _____ day of _____, 2020, by and between **THE TOWN OF LURAY, VIRGINIA**, a Virginia municipal corporation (the “Town”) whose address is 45 East Main Street, Luray, Virginia, 22835, and **LURAY LITTLE LEAGUE (Little League Baseball, Inc)** , a Virginia 501c3 Nonprofit Organization (“Service Provider”), whose mailing address is PO Box 343, Luray, Virginia, 22835.

WITNESSETH:

That for and in consideration of the mutual promises contained herein, the Town and Service Provider hereby agree to the following:

1. **Description of Service Area.** The Town agrees that Service Provider shall have the exclusive right to operate the following at Ralph Dean Park:

- (a) The concession stand at Fields 1, 2, and 3 from March 1, 2020, through September 7, 2020; and
- (b) The concession stand at Fields 4 and 5 from March 1, 2020, through October 30, 2020.
- (c) The Town reserves the right to permit food vendors in the Park for Special Events not associated with Fields 1, 2, 3, 4, and 5.

2. **Service Dates.** Service Provider agrees to be onsite to fully operate the concession stands during all games held during the 2020 season by the Luray Little League (schedule to be announced), Softball Nation (schedule to be announced), and Shenandoah Valley Baseball (schedule to be announced) including any make-up dates for weather cancellations. Concession service to other tournaments not listed shall be optional. This agreement can be renewed for three (3) additional one season terms if mutually agreed by the Town and Service Provider

3. **Concessions Access.** The Town agrees to rekey all concession door and equipment locks prior to March 1, 2020, and provide keys to Service Provider. The Town reserves the right to provide keys to Town staff members as needed to facilitate the terms of this Contract.

4. **Rental Payments.** Service Provider shall remit rental payments to the Town in the amount of \$xxx.00 on April 30, June 30, August 31, and October 30, 2020.

5. **Licenses and Permits.** Service Provider agrees to procure all licenses and permits required to lawfully perform under this Contract and to maintain all such licenses and permits at all times.

6. **Concession Operations.** Concession menu items and hours of operation are subject to approval by the Town. Service Provider agrees to maintain the concession stands in a clean, sanitary, and safe condition. Service Provider agrees to complete a monthly cleaning checklist. The Town shall be responsible for all electric and water utility services necessary to operate the concession stands. The Town reserves the right to inspect the concession stands at any time.

Service Provider shall keep a separate account of all gross sales under this contract and shall present to the Luray Parks & Recreation Director an annual statement of such gross sales. The Town shall have the right audit the Service Providers' financial records at any time to verify accurate compliance with this paragraph. Information submitted or obtained pursuant to this paragraph shall remain confidential, to the extent permitted by law, and shall only be shared with the Town Manager and Town Attorney for planning purposes. Nothing so submitted or obtained shall be in lieu of the Service Provider's required filings with the various taxing authorities.

7. **Equipment Maintenance.** Service Provider agrees to provide prompt notice to the Town in the event of an equipment breakdown or malfunction. The Town agrees to schedule repairs in a reasonably prompt manner upon receipt of such notice and to pay for the cost of such repairs. Any material modifications to the concession stands or equipment must be approved in advance by the Town.

All waste oil must be transferred to the Waste Oil Container near the Parks & Recreation Maintenance Building. The Service Provider could be charged for any costs incurred resulting from waste oil being discharged into the sanitary sewer system.

8. **Weather Cancellations.** The Town agrees to provide notice of cancellation to Service Provider in a reasonably prompt manner in the event a game cannot be held due to weather or other reasons. Service Provider agrees to provide notice to the Town of any weather-related issues affecting the use of Ralph Dean Park.

9. **Independent Contractor.** Service Provider acknowledges and agrees that no employment relationship shall arise from this Contract between the Town and Service Provider. Service Provider shall be an independent contractor and its staff and employees shall not employees of the Town. Service Provider is responsible for reporting and remitting any applicable State, Federal, Social Security, and local taxes.

10. **Compliance with Federal Immigration Law.** Service Provider warrants and covenants that it does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 during the performance of this Contract.

11. **Compliance with Virginia Law.** Service Provider warrants that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia.

12. **Early Termination for Cause.** Upon fifteen (15) days written notice to Service Provider, the Town may terminate this Contract for cause in the event Service Provider fails to perform its obligations in accordance with this Contract.

13. **Insurance.** Service Provider shall procure and maintain the insurance coverages shown below, with the Town named as Additional Insured on (a) and (b). The Service Provider shall provide certificates of insurance to the Town as evidence of compliance.

- (a) Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident.
- (b) Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage.
- (c) Worker's Compensation – As required by the Commonwealth of Virginia.

14. **Indemnification.** Service Provider agrees to defend, indemnify and hold harmless the Town for any and all actions, claims or disputes arising from Service Provider's provision of services under this Contract.

15. **Non-Assignability.** This Contract may not be assigned by Service Provider without the express written consent of the Town.

16. **Entire Contract.** This Contract constitutes the entire agreement between the parties and may not be modified except by a written agreement signed by both parties.

17. **Notice.** Any notice required under this Contract shall be sent by first class mail to the mailing address specified in the introductory paragraph of this Contract.

18. **Enforcement.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Any action brought to enforce the terms of this Contract shall be filed in the courts of Page County, Virginia.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

THE TOWN OF LURAY, VIRGINIA

Attest: _____

BY: _____

Printed Name: _____

Printed Name: Steven Burke

Title: Town Manager

Date: _____

SERVICE PROVIDER:

Attest: _____

Printed Name: _____

BY: _____

Printed Name: Joshua Wood

Title: President

Date: _____



TOWN OF LURAY, VIRGINIA

REQUEST FOR PROPOSAL

CONCESSION SERVICES FOR RALPH DEAN PARK

SUBMITTAL DATE: Prior to 4:00 p.m., Wednesday February 4, 2020

SUBMITTAL ADDRESS: Town of Luray
45 East Main Street
PO Box 629
Luray, Virginia 22835

Requests for information related to this Proposal should be directed to:

Steve Burke
Town Manager
(540) 743-5511
Email address: sburke@townofluray.com

Issue Date: January 6, 2020

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

CONCESSION SERVICES FOR RALPH DEAN PARK

1.0 PURPOSE

The intent of this Request for Proposal and resulting contract is to obtain firm fixed price proposals from firms specializing in food service operations to provide concessions at Ralph Dean Park, 625 6th Street Luray, Virginia 22835

2.0 COMPETITION INTENDED

It is the Town's intent that this Request for Proposal (RFP) permit competition. It shall be the offeror's responsibility to advise the Town in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by The Town not later than five (5) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Town has two enclosed concession areas at Ralph Dean Park for use by the successful offeror to provide food and concession service.

The concession season generally runs from March through October. Ralph Dean Park amenities include five ball fields, a recreational field, shelter/picnic area, playground equipment, skate park, restroom facilities, and walking trail.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

4.1 Operations

The contractor shall furnish all labor, materials, food, drink, equipment, insurance and health permits to perform all work as described and required for the provision of food services at Ralph Dean Park. Copies of health permits and insurance certificates shall be submitted to the Town prior to the start of any work.

With the exception of other large community sponsored festivals to be determined by the Town, (hereinafter "Special Events", the contractor shall have the exclusive right, during the term of the contract, to sell soft drinks, and food in compliance with all ordinances and regulations applicable to its operations.

During Special Events, the Town reserves the right to allow outside concessions to facilitate the large crowds expected.

4.2 Audit

The contractor shall keep a separate account of all gross sales under this contract and shall present to the Luray Parks and Recreation Director an annual statement of such gross sales.

CONCESSION SERVICES FOR RALPH DEAN PARK

The Town shall have the right to audit the contractor's financial records at any time to verify accurate compliance with this paragraph. Information submitted or obtained pursuant to this paragraph shall remain confidential, to the extent permitted by law, and shall only be shared with the Luray Town Manager and Town Attorney for planning purposes. Nothing so submitted or obtained shall be in lieu of the contractor's required filings with the various taxing authorities.

4.3 Maintenance

The contractor shall be responsible for the sanitation and cleanliness of the concession areas and the equipment contained within said area. Contractor shall maintain all equipment including that owned by the Town. Contractor shall remove all trash from concession area and place in trash receptacles or dumpsters.

The contractor is responsible to complete a full cleaning of the concession stands at least one week prior to the end of use of the facility subject to inspection and approval by the Town. The contractor shall be responsible to leave the facility in a pre-use condition of cleanliness.

4.4 Supplies

All materials, supplies, and equipment, excluding built-in equipment for use in the food service operation shall be at the sole cost and expense of the contractor. If the contractor wishes to use or install additional equipment at a location, prior approval must be given by the Town.

4.5 Special Conditions and Payments

- A. The general condition and safety of the premises, and any maintenance, repairs or improvements of the premises shall be the sole responsibility, cost and expense of the Town. Town staff shall have access to each concession area.
- B. The contractor is responsible for obtaining and maintaining the necessary permits as regulated by the Health Department.
- C. The contractor shall provide the Town with a lump sum payment, of at least \$1,000, which fee shall be payable in four equal installments, each being one-quarter of said fee, payable on each April 30, June 30, August 31, and October 30 during the term of this contract.

5.0 CONTRACT TERMS AND CONDITIONS

The contract with the successful offeror will contain the contract terms and conditions set forth in the sample contract attached hereto as Exhibit A. Offerors intending to require additional or different language must include such language with their proposal. Failure to provide offeror's additional contract terms may result in rejection of the proposal.

6.0 EVALUATION OF PROPOSALS

CONCESSION SERVICES FOR RALPH DEAN PARK

The criteria set forth below will be used in the receipt of proposals and selection of the successful firm.

The Town's review panel will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors shall include with their proposal, statements on the following:

- A. Credentials and related experience – 20 points
- B. Selection of food, drink and snack food items offered and pricing - 40 points
- C. Compliance with contractual terms – 5 points
- D. Lump Sum Amount to the Town– 35 points

The review panel will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. Then the review panel may conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number and quality of proposals received. Negotiations shall be conducted with firms so selected. The review panel may request a Best and Final Offer (BAFO) and/or make a recommendation for the contract award.

7.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order:

- A. Credentials and related experience:

Offeror shall state what experience they have in providing general food services and/or concession services

- B. Selection of food, drink and snack food items offered and pricing

1. Offerors shall describe in detail what type of food service they will provide (i.e., vending, food preparation, etc.)
2. Offeror shall list the types of food, drink or snack food items they intend to provide
3. Offerors shall list the equipment and supplies they will provide.
4. Offerors shall provide a general pricing schedule for the items to be provided.

- C. Compliance with Contract Terms and Conditions

Offerors shall state their compliance with the contract terms and conditions as stated in Section 5.0 and specifically list any deviations.

CONCESSION SERVICES FOR RALPH DEAN PARK

D. Lump Sum

Offerors shall state the lump sum amount for the rights to use the concession areas.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Inspection of Concession Facilities

The Town shall permit proposers to inspect the concession facilities by scheduling a one-hour inspection during the week of January 20th. Appointments for inspection must be scheduled by contacting the Department of Parks & Recreation at (540) 843-0770.

8.2 Submission of Proposals

Before submitting a proposal, read the ENTIRE solicitation including the contract Terms and Conditions. Failure to read any part shall not relieve the contractor of its contractual obligations. The face of the container shall indicate time and date of acceptance and the title of the RFP. Proposals must be received by the Town PRIOR to the hour specified on the acceptance date. Proposals may either be mailed or hand delivered to Town of Luray, 45 East Main Street - PO Box 629, Luray, Virginia 22835. Faxed and email proposals will NOT be accepted.

8.3 Questions and Inquiries

Questions and inquires, both verbal and written, will be accepted from any and all offerors. The Town Manager is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Town staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to Requests for Proposal must give RFP title and acceptance date. Material questions will be answered in writing by way of Addendum, provided however, that all questions are received at least five (5) days in advance of the proposal submittal date.

8.4 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal. **All proposers shall submit their contact emails to the Town to receive addendum.**

8.5 Firm Pricing for Town Acceptance

Proposal pricing must be firm for Town acceptance for ninety (90) days from proposal receipt date.

8.6 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections

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of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

8.7 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS OR HER FIRM/ORGANIZATION IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.

8.8 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- B. All attachments to the Request for Proposal requiring execution by the firm are to be returned with the proposals.
- C. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- D. Proposals must be received by the Town prior to the RFP submittal date. Requests for extensions of this time and date will not be granted, unless deemed to be in the Town's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Town by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the Town after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- E. Each offeror shall submit one original of their proposal to the Town's or Luray as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

8.9 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.10 References

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number.

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8.11 Late Proposals

LATE proposals shall be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

8.12 Rights of Town

The Town reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the Town.

8.13 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The Town reserves the right to accept or reject any proposed change to the scope.

8.14 Miscellaneous Requirements

- A. The Town will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Town will schedule the time and location for this presentation. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror shall sign a contract with the Town.
- C. The Town reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town. Offerors whose proposals are not accepted may be notified in writing.

8.15 Notice of Award

A Notice of Award will be posted on the Town's web site (www.townofluray.com) and on the bulletin board located in the front hall of Town Hall.

8.16 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

CONCESSION SERVICES FOR RALPH DEAN PARK

SUBMITTAL FORM
(REQUIRED)

THE FIRM/ORGANIZATION OF:

Address:

Tax ID _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

One Time Lump Sum for Rights to Concession Areas _____

The following shall be returned with your proposal. Failure to do so may be cause for rejection of proposal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addendums.

Items:	Included: (X)
1. References	_____
2. Addendums, if any	_____
3. One (1) original proposal	_____

Person to contact regarding this proposal:

Title: _____

Phone: _____ Fax: _____

Email: _____

Name of person authorized to bind the Firm (9.10):

Signature: _____

Date: _____

CONCESSION SERVICES FOR RALPH DEAN PARK

TOWN OF LURAY
REQUEST FOR PROPOSALS

CONCESSION SERVICES FOR RALPH DEAN PARK

The Town of Luray is seeking a new concessionaire for the Ralph H. Dean Recreation Park to provide concession services at two stands in the Park during athletic events. Concessionaire shall provide services on most weekends (Saturday, and Sunday) from April through October, 2020 and weekdays from April through June, 2020.

Concessions shall include a variety of food and drink appropriate for athletic event crowds during tournament and league games.

Additional information and the Request for Proposals package can be obtained from Town Hall, 45 East Main Street, or on our website www.townofluray.com

Proposal submittal date and time is prior to 4:00 p.m. on Wednesday February 4, 2020