

LURAY TOWN COUNCIL

July 13, 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. | CONTINUITY OF GOVERNMENT ANNOUNCEMENT | Mayor Presgraves |
| IV. | CONSENT AGENDA | Mayor Presgraves |
| V. | GENERAL CITIZEN COMMENTS (other than agenda items) | |
| VI. | PRESENTATIONS | |
| | A) West Luray Recreation Center | Tim Rocke |
| | B) Luray Downtown Initiative | Meredith Dees |
| VII. | PUBLIC HEARING | |
| | A) SUP 20-1 – 4 Canaan Street | |
| | B) SUP 20-2 – 516 Fourth Street | |
| VIII. | ACTION & DISCUSSION ITEMS | |
| | A) Code of Virginia Readoption Ordinance | Steve Burke |
| | B) Browns Building Listing Agreement | Steve Burke |
| | C) Luray Little League Concession Relief | Steve Burke |
| | D) Relief Loan Fund Application – Page One | Steve Burke |
| | E) Lake Arrowhead Beach Operations | Joey Sours |
| | F) CARES Act Funding Update | Steve Burke |
| IX. | TOWN ATTORNEY’S REPORT | Jason Botkins |
| X. | MAYOR’S ANNOUNCEMENTS | Mayor Presgraves |
| XI. | RECESS | Mayor Presgraves |
| XII. | CLOSED MEETING | |
| | Consultation with Legal Counsel | |
| XIII. | ADJOURN | |

Due to the threat of transmission of COVID-19 and in recognition of the Governor’s Executive Order, this meeting will have limited seating. The meeting will be live-streamed on the Town’s Facebook page.

Please submit any public comments concerning the agenda items through any of the following means: Email – sburke@townofluray.com; Mail – Luray Town Council, Attention Steve Burke, Post Office Box 629, Luray VA, 22835; Hand Delivery – Place in exterior DROP BOX in the alcove located at the front of the Town’s Town Hall facing Main Street; or Phone – (540) 743-5511. All comments must be submitted by 5:00 pm the day of the meeting, and will be read aloud at the meeting.

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



Town of Luray, Virginia
Town Council Agenda Statement

Item No: III

Meeting Date: July 13, 2020

Agenda Item: **Continuity in the Government of Luray, Virginia**

Announcement by Mayor Presgraves:

- This meeting of the Town Council is being held pursuant to the April 13, 2020 Ordinance for Continuity in the Government of Luray.
- The Town Clerk shall read the names of the Councilmembers present and identify those who are electronically present.
- The Town Manager, Steve Burke, is responsible for receiving public comment in advance of the meeting, which may be submitted by mail, email, phone, or hand delivery by 5:00 p.m. on the day of the meeting.
- In-person attendance and comment by the public is also permitted subject to the limitations of the most recent Executive Order and Phasing Guidelines issued by Governor Northam.
- This meeting can be viewed live on the Town's Facebook page, and a recording will be available on the Town's YouTube Channel. Minutes from the meeting will be posted on the Town's website after being approved by the Town Council.

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

CONSENT AGENDA

- (A) Minutes of the Regular Council Meeting –6-9-20
- (B) Minutes of the Council Work Session Meeting – 6-23-20
- (C) Accounts Payable checks totaling- \$ 352,395.71

- *Financial Statements will be made available upon the close of the fiscal year end.*

Prepared By:

Mary F. Broyles, Treasurer

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

Monday, June 8, 2020

The Luray Town Council met in regular session on Monday, June 8, 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 (*present electronically*)
Leah Pence

Also Present:

Steve Burke, Town Manager
Bryan Chrisman, Assistant Town Manager
Mary Broyles, Clerk Treasurer
Danielle Babb, Deputy Clerk Treasurer
Chief Bow Cook, Luray Police Department
Jason Botkins, Litten & Sipe (*present electronically*)

(This meeting was made public via the Town's Facebook page and YouTube broadcast. Public comments were accepted prior to the meeting via e-mail to sburke@townofluray.com).

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 Schiro led everyone in the United States Pledge of Allegiance. Mayor Presgraves stated that due to the threat of transmission of COVID-19 and in recognition of the Governor's Executive Order, this Meeting is closed to the public as provided by the Town's Emergency Ordinance providing for Continuity of Government of Luray adopted by Town Council on April 13, 2020.

CONSENT AGENDA

Motion: Councilman Schiro 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 –5-11-2020

(B) Accounts Payable checks totaling- \$ 197,140.76

(C) Financial Statements ending May 31, 2020.

CITIZEN COMMENT

Mr. Burke stated that two letters have been received in advance of the meeting in accordance with the submission deadline of 5:00pm the day of the meeting.

Chris Hurlbert-161 South Lawyer Drive, Stanley, VA-

Town Manager, Steve Burke, read aloud the letter submitted by Mr. Hurlbert. Mr. Hurlbert's letter to Council requested the removal of the monuments on South Broad Street and Reservoir Avenue.

George Barbee- PO Box 387, Captiva Island, FL-

Town Manager, Steve Burke, read aloud the letter from George Barbee of Captiva Island, Florida. Mr. Barbee is the descendant of sculptor Herbert Barbee and stated that his family wants to ensure the preservation of the monument.

ACTION & DISCUSSION ITEMS

FY2020-2021 Town Budget Adoption

Mr. Burke requested that Council consider the adoption of the FY 2020-2021 Budget. A public hearing was conducted at the May 11th meeting at which time public comments were received. Council members discussed the consideration of sewer surcharge rates. Mr. Burke explained that this would be covered under the rate schedule discussion, however; staff has settled on a rate of .40 cents per gallon for consideration during tonight's agenda.

Motion: Councilman Vickers moved that the Town Council adopt the FY 2020-2021 Budget as presented and authorize the Mayor to execute the resolution adopting the budget. Motion seconded by Councilman Schiro with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

FY 2020-2021 Town Rate Schedule

Mr. Burke provided the Town Rate and Fee Schedule for FY 2020-2021. Councilman Schiro discussed the septage rate. Council and staff discussed additional options for utilizing an internal gauge to meter the amount of septage on the truck. Mr. Burke verified that operationally the town has limited the access to only times when Town staff is present to monitor receiving. Town Council agreed to removal of the base fee of \$12.50 and implementation of .40 cents per gallon or \$400.00 per 1,000 gallons. If a digital meter is not available on the truck, the hauler will be charged for full volume.

Motion: Councilman Dofflemyer motioned to adopt the Ordinance for the FY 2020-2021 Rates & Fees Schedule as presented with the Septage Disposal Fee of \$400.00 per 1,000 gallons based upon the full tank volume of the septage truck. Motion seconded by Councilman Schiro with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

Dean Park Debt Refinancing

Town Manager, Steve Burke, requested Council consider the refinancing of the outstanding debt for Ralph H. Dean Park.

Motion: Councilman Vickers motioned to approve the Resolution approving the issuance of a \$131,157.68 non-tax exempt general obligation refunding bond to refinance the outstanding debt for improvements made at Ralph H. Dean as presented. Motion seconded by Councilman Schiro with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

Accessory Dwelling Ordinance Request

The Town Council is asked to consider a request from John Coleman to expand the allowed zoning districts for Accessory Dwelling Units by Special Use Permit. Mr. Coleman's residence is at the intersection of Luray Avenue and Blue Ridge Avenue. The Town Council was previously requested to consider the use of accessory dwelling units in the R-2 Zoning District by Special Use Permit at the May 2009 Council Meeting. At that time the Council restricted the use of accessory dwelling units to higher density residential district.

Motion: Councilman Schiro motioned to refer a Code Amendment to allow accessory dwelling units in the R-2 Medium Density Residential Zoning District by Special Use Permit to the Planning Commission; provided that the unit is located on the same parcel as the main building and that independent utility connections are made. Motion seconded by Councilwoman Pence with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Sours, Pence. NAY: Lancaster **Approved 5-1**

Recommendation of Reappointment- Board of Zoning Appeals

Mr. Burke, Town Manager, requested Council consider the recommendation of William "Bill" Fisher to the Board of Zoning Appeals to fill a five year term. Councilman Schiro recommended the re-appointment of Mr. Fisher.

Motion: Councilman Schiro motioned to recommend William Fisher to the Judge of Page County Circuit Court for re-appointment to the Town of Luray Board of Zoning Appeals to fill a five-year term ending June 30, 2025. Motion seconded by Councilman Lancaster with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence. **Approved 6-0**

Covid-19 Facilities, Programs & Events Update

Town Manager, Steve Burke, updated Council members on facilities, programs, and event changes due to Covid-19. Mr. Burke stated that Lake Arrowhead beach is open for use, but is "swim at your own risk". He stated that staff has incurred some parking issues at the beach area. Town Shelters will re-open for use in July and must meet the requirements for less than 50 persons and safe distancing. Mr. Burke stated that recycling activities are still suspended and the Page County Jail has not determined when they will

allow inmates to participate in work release. Staff offered that Town Council meetings could resume to normal provided that distancing can be met and participants will have to be allowed on a first-come first-serve basis. Mayor Presgraves agreed with this and requested that masks be required.

Motion: Councilman Vickers motioned to amend the ordinance providing for Continuity in the Government of Luray adopted April 13, 2020 to allow public participation at public meeting in accordance with the Governor’s Executive Order. Motion seconded by Councilwoman Pence with the vote as follows: YEA: Council Members Vickers, Dofflemyer, Schiro, Lancaster, Sours, Pence.
Approved 6-0

TOWN ATTORNEY

Jason Botkins, Town Attorney, had no further business for the evening and plans to attend the next meeting in person.

ANNOUNCEMENTS/ ADJOURN

Mayor Presgraves discussed members of Town Council limiting e-mail discussions in order to conform to FOIA requirements. Council members discussed work session meetings and notification requirements. Members discussed perhaps a change in verbiage from “work sessions as needed” to “work sessions unless cancelled”, no determination was made. Councilman Vickers discussed the recent prayer vigil at West Luray Recreation Center. Councilman Vickers also discussed the recent monument vandalism. Councilwoman Pence said that she would like to have an informed discussion regarding the monuments at a later time. Councilman Dofflemyer requested updated meals tax revenue figures.

With no further business, the meeting was adjourned at 7:40pm.

Barry Presgraves
Mayor

Danielle Babb
Deputy Clerk-Treasurer

**MINUTES OF A TOWN COUNCIL
WORK SESSION MEETING
TOWN OF LURAY, VIRGINIA
Tuesday, June 23, 2020
5:30pm**

The Luray Town Council met in a Work Session on Tuesday, June 23, 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
Jason Botkins, Town Attorney (*present electronically*)
Mary Broyles, Clerk Treasurer
Danielle Babb, Deputy Clerk Treasurer
Chief Bow Cook, Luray Police Department
Bill Dudley, Bill Dudley and Associates
Jeremy Hilliard - 4 Massanutten Place, Luray
Ligon Webb, former Town Planner- 12 Spring Street, Luray

Due to the threat of transmission of COVID-19 and in recognition of the Governor's Executive Order, this Work Session will have limited seating. The meeting was made available to the public via the Town's Facebook page live-streaming broadcast.

A quorum being present, Mayor Presgraves declared the Council to be in session for the transaction of business. Mayor Presgraves led members in the United States Pledge of Allegiance. The roll was called with all members present

UPDATES & DISCUSSION ITEMS

SUP 20-1 -4 Canaan Street

Town Manager, Steve Burke, presented a request for a Special Use Permit to use the building located at 4 Canaan Street as a residential long term rental. The building is located in the B-1 Business District and operated as a business for many years. The Planning Commission conducted a Public Hearing on June 10th and unanimously approved the Special Use Permit. Councilman Dofflemyer confirmed that the building was the former dental office.

SUP 20-2 – 516 Fourth Street

Mr. Steve Burke stated that Council is requested to review another Special Use Permit for a manufactured home in the R-4 High-Density District as permitted in Town Code 404.2e. The Planning

Commission also reviewed this request at their June 10th meeting and unanimously approved after conducting the public hearing.

Cares Act Funding

Mr. Burke discussed the local allocation for the Federal CARES Relief Funding. The Town has been allocated \$424,582 of the total \$2,085,537 allocated to Page County. Town Staff has been compiling a list of expenses incurred to date and proposed expenditures to continue the town's handling of Covid-19 issues. Those expenses include costs for supplies and disinfection, upgrading of public restrooms to "no-touch" fixtures, audio visual equipment for Council Chambers, installation of 3 LED message boards, telework laptops, Council I-pads, AM emergency broadcast service, construction of a public restroom at Ruffner Plaza, and the replacement of a police vehicle. Mr. Burke stated that the last two items are of significant cost and would be confirmed for reimbursement through Page County prior to purchase. In addition, the Town would pursue some funding for Local Business Assistance. Councilwoman Pence inquired about the gap in allocated funding for the Town and the tally of Town expenses. Mr. Burke said that Page County has identified some county-wide expenses that they believe should be deducted from the three towns for EMS related expenses. Councilman Schiro stated concerns about the federal government's final discernment on qualifying expenses and obtaining clarification from Page County about qualified items. Mr. Burke agreed that the Town will obtain more information before making any large expenditures. Councilman Dofflemyer confirmed that these items must be paid for by end of the calendar year. Councilman Schiro inquired about using some of the funding for hazardous duty and employees that have worked during the crisis.

Luray Little League

Mr. Burke stated that the Luray Little League has cancelled their season. While they have not yet requested to waive the remainder of the concession agreement; Mr. Burke anticipated they will request a waiver. The concession agreement fee is \$1500 for the season.

Browns Building Listing Agreement

Mr. Burke stated that Mr. Bill Dudley is present this evening to provide an update on the Brown's Building Listing Agreement. Mr. Dudley stated that the listing has been on the market for about 170 days, 100 of which were under a State of Emergency. Mr. Dudley said he has been pleased with the number of viewings in this time frame and has had great cooperation with the Town Manager. The property is listed on the local MLS listings and is advertised on various forms of media. Mr. Dudley said they have also coordinated with LDI and the EDA for potential grant opportunities for the property. Mr. Dudley discussed recommendations for further improvement and clean-up of the property. He suggested removal of the plywood from the front of the building and replacement with plexiglass, level one clean-up from the bridge project, and kitchen clean-up and paint removal. Mr. Dudley felt any of these items would be helpful. He also suggested the removal of the re-purchase option of the contract. Mayor Presgraves inquired about the cost of those clean-up components. Mr. Burke felt the paint removal may be several thousand in cost and would necessitate a professional company due to lead based paints.

Councilwoman Pence felt that Town Council needed to look at a broader advertising campaign and budget. Ms. Pence also stated that she has received a lot of complaints that the listing agreement was not put out to bid.

Mayor Presgraves suggested obtaining some cost estimates for Mr. Dudley's suggested improvements. Councilman Vickers inquired about any feedback from potential buyers. Mr. Dudley said that it just comes down to cost of the building combined with cost of necessary improvements. He indicated that many folks were interested in a multi-use space.

Councilwoman Pence discussed the lack of prospective buyers receiving a return on investment within a reasonable time. She also suggested a public-private partnership. Councilman Schiro said a request for proposal was sent out for a public-private partnership with no response. Mr. Dudley stated that it's just a matter of finding the right buyer. Council members discussed the restrictive covenant portion of the contract.

Roundabout Update

Assistant Town Manager, Bryan Chrisman, spoke with the project engineer this week and he has indicated that the project could go to advertisement as early as September. Mr. Chrisman said that he has a meeting with the VDOT Staunton office in early July.

Monuments Update

Mr. Burke updated the Town Council on the monuments located at both Reservoir Avenue/East Main and the South Broad/Campbell Streets. Staff has continued to work to remove graffiti from the monuments. A proposal to sandblast the monuments to remove remaining residue has been received.

Mr. Burke stated that based on deed research by Reed & Reed PC, the Town of Luray does not appear to maintain any property interest in the Eastern Monument or the property on which it was built. The East End Monument was most recently owned by the Herbert Barbee family, as Trustee. The heirs of the property are Abram and Virginia Henkel. The western monument's most recent owner of record is the Confederate Memorial Association of Luray. With that being the case, Mr. Burke recommends that the Town send notification to owners of record notifying them of the vandalism and based on the Town's research they are the owners of interest. Mr. Burke said that the owners would need to contact their own attorney's for independent research and determine how they would like to proceed with the maintenance and or dispersal of the property. Mayor Presgraves confirmed that the Town has no ownership in either property. Mr. Burke said that the Commonwealth's Code that goes into effect July 1, 2020 regarding monuments includes a referendum regarding only *publically owned* monuments. That referendum would not apply to either monument since they are both privately owned. Councilman Sours questioned if the Town would continue the cleaning efforts. Mr. Burke said that staff was doing so as the only responsible entity at this time.

Councilwoman Pence addressed the restoration of these monuments several years ago. Council members discussed the study and restoration that was paid for by the Town. Funds were also raised by the United Daughters of the Confederacy to restore the Western Monument. Councilman Schiro asked Town Attorney, Jason Botkins, if the fact that the Town has maintained the property for so long would factor into any ownership interest. Mr. Botkins discussed the town's interest and agreed with staff that there is no ownership on behalf of the town. Mr. Botkins said the town would not have any authority to request an advisory referendum regarding the community's input.

Councilman Vickers confirmed that the town should continue to cut the grass until a maintenance plan can be determined by the owners. Councilwoman Pence expressed concern over maintaining privately owned property. Mr. Burke said the legal responsibility would be to treat it as other private property and hire a contractor and then assess the owner for the charges incurred. Councilman Vickers inquired about costs for further sandblasting the graffiti.

Councilwoman Pence said the title research should have taken place before the restoration several years ago. Mr. Ligon Webb, former Town Planner, said that the issue was not a political one at that time. As former Town Planner, Mr. Webb stated that he managed this project several years ago and this was not an issue at that time.

Councilman Dofflemyer asked how we move forward. Mr. Burke said that we proceed with contacting the owners of record and see how they wish to proceed.

Announcements and Adjourn

With no further business, Mayor Presgraves adjourned meeting of the Luray Town Council at approximately 6:10 p.m.

Mayor, Barry Presgraves

Deputy Clerk, Danielle Babb



Town Council Update

Monday, July 13 2020

Overview: Downtown Luray has begun to see a steady increase in foot traffic as we head into Phase 3. While things remain uncertain on a national scale, we are working closely with our partners at the County Economic Development office as well as The Chamber of Commerce to continue to provide a united support system locally. Our next priority is to secure PPE for our small businesses that is uniform and branded to increase visitor confidence and help our small businesses open back up fully. We are looking forward to supporting the Sunflower Festival on September 12th, 2020 and expect that to be a great event for our community and inject some much-needed tourism in downtown.

As always, we appreciate your support and look forward to our continued work alongside The Town of Luray staff to help Downtown Luray thrive.

Back to Business Grant – LDI is proud to award \$9,950 directly to local small businesses in the Downtown District. Please see Press Release, Award Recipient list, and newspaper article attached.

2020 Accreditation – LDI and The Town of Luray have achieved accreditation from the National Main Street Center for 2020. Please see attached graphic.

DIG (Downtown Investment Grant) – This grant was submitted in February, 2020 following discussions with The Town Council in December 2019, for the completion of the Gateway Project including the property on North Broad St. This place-making project is still a key component to downtown development; giving our locals a place to be proud of in the center of their downtown and a perfect place to invite visitors to get out of their cars and stay a while longer in Luray. At this time, we are still awaiting award confirmation from DHCD but we are hopeful that we can continue to develop this project.

Please reach out with any questions you may have. We look forward to joining you in person again in August.

Best,

Meredith Dees
Program Director

Bill Huffman
President



Page News and Courier
1113 East Main Street
Luray, VA 22835

FOR IMMEDIATE RELEASE

LDI launches Back to Business Grant Program

The Luray Downtown Initiative (LDI) was awarded \$10,000 from the Virginia Main Street 2020 Small Business Support Relief & Recovery Initiative grant through the Department of Housing and Community Development. This grant aims to help downtown businesses directly impacted by Covid-19.

LDI has developed a program called "The Back to Business Grant" aimed at helping downtown businesses with relief, sustainability and recovery during these incredibly difficult times. Downtown is the heart of our community and entrepreneurs and small business owners are the fabric of what makes our downtown so unique. We are proud to support them and hope this program helps keep our downtown thriving in the months to come.

Applications and criteria can be found on the LDI website. www.luraydowntown.com

Meredith Dees
Luray Downtown Initiative

MEREDITH
DEES

Program Director

CONTACT

PHONE:
540-743-7700

WEBSITE:
www.luraydowntown.com

EMAIL:
luraydowntown@gmail.com

appear on the Nov. 3 ballots, with two seeking election through write-in campaigns, according to Page County Registrar Carol Gaunt. The deadline to file for candidacy was last Tuesday, June 9.

See ELECTIONS Page A2

Republican primary set for Tuesday, June 23

By Rebecca Armstrong
Staff Writer

LURAY — Page County voters who didn't take advantage of absentee voting will need to head to the polls on Tuesday to determine one of three GOP candidates to take on Sen. Mark Warner (D) in November.

Three U.S. Senate candidates will appear on the ballot during next week's Republican primary: political newcomers Daniel Gade, Alissa Baldwin and Thomas Speciale.

See PRIMARY Page A2

organized by Luray resident Jennifer Timmy. The march began at the Mechanic Street parking lot along the Luray-Hawksbill Greenway and headed west along Main Street to the recreation center.

Participants were asked to wear something brightly colored on their wrists and to "remember the names" listed on a makeshift memorial in honor of black men and women who

statement regarding the event. "This is what it means to use your voice... That's how we make change."

"We can't be scared into silence. We refuse to be," the statement reads. "We must prepare and proceed. This is what making change looks like in our beautiful, small community."

"Solidarity over silence."

Photos courtesy of Justin Wheelock (above) and J.R. Stratton (below)



LDI awards 'Back to Business' grants to downtown businesses

By Rebecca Armstrong
Staff Writer

LURAY — The Luray Downtown Initiative (LDI) is helping 10 local businesses get "back to business."

The downtown organization recently announced the recipients of a new "Back to Business" grant aimed at helping businesses directly impacted by COVID-19 with "relief, sustainability and recovery."

"We must do everything we can to

keep our small businesses in business so that we have the solid foundation to attract and develop new ones," said LDI Program Director Meredith Dees. "I have seen so much creativity and innovation from our entrepreneurs in downtown over the past few months, it's inspiring. LDI is proud to be a part of moving our



and Recovery Initiative through the Department of Housing and Commu-

community forward and helping our businesses through this tough time."

LDI developed the new Back to Business Grant Program in April, after it was awarded \$10,000 from the Virginia Main Street 2020 Small Business Support

Development.

Through the program 10 downtown businesses and organizations were awarded about \$1,000 each, including Performing Arts of Luray, the Virginia Gift Shop, the Hawksbill Trading Co., Page One, Main Street Bakery and Catering, Luray Modern, Appalachian Trail Outfitters, Liberty Tax, the Page Theater and Custom Touches by Christi.

See LDI Page A3

Obituaries

B3

Lester Garfield Cabbage, 81, Harrisonburg
Ernest Erdine "Ernie" Lincoln III, 81, Harrisonburg
Virginia Elisabeth Merica, 89, Elkton

Judy Ann Darby, 75, Elkton
Robin Gail McWhorter, 67, Luray
James Nelson "Jimmy" Lam, 53, Fulks Run
Nancyrae Huffman Case, 76, Ashburn

Evelyn Breeden Taylor, 83, Jacksonville, Fla.
Ildis Marie Deavers, 89, Stanley
Lewis Lynwood Viands, 85, Manassas





CONGRATULATIONS!

The Luray Downtown Initiative is proud to announce the recipients of ten \$1,000 Back to Business Grants to local businesses in the downtown district.

**PERFORMING ARTS LURAY
VIRGINIA GIFT SHOP
HAWKSBILL TRADING COMPANY
PAGE ONE
MAIN STREET BAKERY AND CATERING
LURAY MODERN
APPALACHIAN TRAIL OUTFITTERS
LIBERTY TAX
PAGE THEATER
CUSTOM TOUCHES BY CHRISTI**

www.luraydowntown.com



Luray, VA is one of Main Street America's programs across the nation that have earned Accredited status, the top tier of recognition!

"We are thrilled to recognize this year's Accredited and Affiliate programs and their dedication to the revitalization of their commercial districts," said Patrice Frey, President & CEO of the National Main Street Center. "Their hard work to advance strong local economies and improve the quality of life in their downtowns is what makes our national movement so powerful. Especially during these difficult times, the Main Street Network will be crucial to strengthening local economies and ensuring downtowns remain vibrant in the years to come."

"Luray has been a part of the Virginia Main Street Network for over 15 years and we are proud to continue our work in downtown Luray with the support of the National Main Street America program" said Meredith Dees, Program Director of the Luray Downtown Initiative.





SUMMER IS HERE!

STAY SAFE

SHOP SMALL

Summer is heating up and Downtown Luray is still the place to be! Stay Safe and Shop Local in Luray!



To learn more about Downtown Luray, our small businesses, available properties and how you can be a downtown sponsor, visit:

WWW.LURAYDOWNTOWN.COM

Please remember to wear a mask and practice social distancing.



- Passenger and Truck Tires
- Major & Minor Service

"For All Of Your Car & Tire Needs"

Tom's Auto Repair & Tire

Mon-Fri 8-5, Sat 8-Noon
333 Dry Run Rd. —Luray
(540) 743-7888



Virginia GIFT SHOP

EST. 1945

Celebrating our 75th Year!
Gifts for all Occasions
So Much To Choose From!

16 East Main St. • Luray, Virginia
540-743-4022
www.facebook.com/vagiftshop



Blue Ridge Bank

Since 1893

ALWAYS A GOOD IDEA

www.mybrb.com
Member FDIC



Town of Luray, Virginia
Town Council Agenda Statement

Item No: VII-A

Meeting Date: July 23, 2020

Agenda Item: TOWN COUNCIL PUBLIC HEARING & CONSIDERATION
Item VII-A – SUP 20-01 – 4 Canaan Street

Summary: The Town Council is requested to conduct a public hearing to receive input from residents and to consider the request for a Special Use Permit to use the structure located at 4 Canaan Street, which is located in the B-1 Business District, as a residence for long-term rental. As the structure was constructed after October 1977, a Special Use Permit is required to permit a residential use single-family dwelling in the Business District as specified in Town Code 406.2.h.

Adjacent property owners have been notified of the application and the public hearing has been advertised.

The Planning Commission conducted a Public Hearing at their June 10th meeting and unanimously recommended approval of the Special Use Permit.

Council Review: June 23, 2020 Work Session

Fiscal Impact: N/A

Suggested Motion: I move that the Town Council approve the Special Use Permit for use of 4 Canaan Street as a residential, single-family dwelling in the B-1 Business District as presented.

TOWN OF LURAY

Notice of Public Hearing

Luray Planning Commission

Special Use Permit Requests

NOTICE is hereby given pursuant to §15.2-2204 of the *Code of Virginia*, as amended, that **Luray's Planning Commission** shall hold public hearings on **June 10, 2020 at 7p.m.** The public hearing shall be conducted in the Luray Town Council Chambers located at 45 East Main Street in the Town of Luray, Virginia.

Due to the threat of transmission of COVID-19 and in recognition of the Governor's Executive Order, these Public Hearings will be held electronically pursuant to the Emergency Ordinance Providing for Continuity of Government of Luray adopted by Town Council on April 13, 2020. Do not appear in person for the Public Hearings on June 10, 2020, as the hearings will be closed to in-person attendance by the public.

Please submit public comment concerning the proposed special use permits through any of the following means: Email: sburke@townofluray.com; Mail: Luray Town Council, Attention: Steve Burke, Post Office Box 629, Luray, Virginia, 22835; Hand delivery: Place in the exterior DROP BOX in the alcove located at the front of the Town's offices facing Main Street; or Phone: (540)743-5511. All comments must be submitted by 5:00 p.m. on June 10, 2020, and will be read aloud at the hearing. This hearing will be live-streamed on the Town's Facebook Live page. All normal Rules of Procedure will be followed.

The purpose of the hearings is to receive public comments and to consider the following special use permit requests:

SUP 20-1 – 4 Canaan Street

The applicant, Gwynne Jewell, has requested a special use permit to use a structure constructed after October, 1977 in the B-1 Business Zoning District as a single-family dwelling.

The subject single-family dwelling contains roughly 1,344 square feet of floor area and is located on a parcel that is roughly 0.78 acres in area. The subject parcel is further identified on Page County Tax Maps as 42A13-6-A-1B.

SUP 20-2 – 516 Fourth Street

The applicant, Gene Knight, has requested a special use permit to erect a manufactured home in the R-4 High-Density Residential Zoning District.

The subject manufactured home contains roughly 1,960 square feet of floor area; it would be located on a parcel that is roughly 0.17 acres in area. The subject parcel is further identified on Page County Tax Maps as 42A11-18-87-16.

Copies of the Town's zoning ordinance, and the Special Use Permit applications, are available at the Town of Luray's Office, 45 East Main Street, Luray, Virginia. These items may be viewed between the hours of 8 a.m. and 5 p.m. Monday – Friday, and may also be found online at the Town's website www.townofluray.com. Questions may be directed to the Town by calling 540-743-5511, or by emailing sburke@townofluray.com



Town of Luray, Virginia
Town Council Agenda Statement

Item No: VII-B

Meeting Date: July 23, 2020

Agenda Item: TOWN COUNCIL PUBLIC HEARING & CONSIDERATION
Item VII-B – SUP 20-02 – 516 Fourth Street

Summary: The Town Council is requested to conduct a public hearing to receive input from residents and to consider the request for a Special Use Permit to install a manufactured home in the R-4 High-Density Residential District as permitted in Town Code 404.2.e. In August 2019, Town Council amended the definition of a manufactured home to be “A structure designed for residential use by a single family that is manufactured offsite in accordance with the National Manufactured Housing Construction and Safety Act of 1971 and Federal Home Construction and Safety Standards.”

Adjacent property owners have been notified of the application and the public hearing has been advertised.

The Planning Commission conducted a Public Hearing at their June 10th meeting and unanimously recommended approval of the Special Use Permit.

Council Review: June 23, 2020 Work Session

Fiscal Impact: N/A

Suggested Motion: I move that the Town Council approve the Special Use Permit for the installation of a manufactured home at 516 Fourth Street as a residential, single-family dwelling in the R-4 High-Density Residential District as presented.



Town of Luray
Special Use Permit Application
Application No.: 20-2

Existing Property Information:

Site Address 516 4th Street
Page County Tax Map Number 42A11-18-87-16 Town Zoning District R4
Total Acreage _____

Request Information:

Nature of Request (Describe property use, structure(s) construction, and affected Zoning Ordinance Sections)

To place a double wide on the property at 516 4th Street.
3br 2ba

Please include location map, plat, property deed, and impact analysis statement with your Application

I (we), the undersigned, do hereby respectfully make application and petition to the Town of Luray in order to utilize the subject property for a use which requires the issuance of a Special Use Permit. I (we) agree to comply with any conditions for the Special Use Permit required by the Town.

I (we) authorize Town of Luray officials to enter the property for site inspection purposes.

I (we) authorize the Town of Luray to place standard signage on the property necessary for notifying the public of this rezoning request during the application consideration process.

I (we) hereby certify that this application and its accompanying materials are true and accurate to the best of my (our) knowledge.

Aene Knight
Signature of Applicant

5-11-20
Date

Signature of Applicant

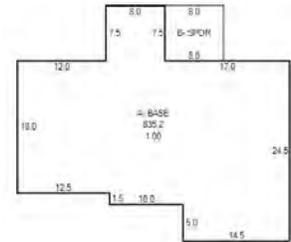
Date

Page County, Virginia

Tax Map #:	Property Address:	Account #:
42A11-18-87-16	516 FOURTH ST	19787

General

Owners Name: FOLTZ LYNWOOD CARSON
Mailing Address: 512 FOURTH ST
 LURAY VA 22835
Zoning: R4
Year Built: 1955
Acreage: No Data
Description: L16 B87 S2 DB555-610 INST#16-0077
 INST#16-1181
Grouped With: No Data



Assessment Information

Land Value \$25,000
Improvement \$0
Total Value \$25,000
Total Land Area N
Prior Assessment \$45,700

Sale information

Transfer Date: 6/10/2016
Sales Price: \$8,000
Grantor: \$8,000
Deed Book: No Data
Deed Page: 0
Plat Book: No Data
Plat Page: 0
Instrument Number: 2016-1181

Details

Exterior Information

Year Built: 1955
Occupancy Type: Fair Value-Residential
Foundation: Cinderblock
Ext. Walls: Wood Siding
Roofing: Comp Shg
Roof Type: Gable
Garage: None
Garage - # Of Cars: 0
Carport: None
Carport - # Of Cars: 0

Interior Information

Story Height: 1
of Rooms: 5
of Bedrooms: 2
Full Bathrooms: 1
Half Bathrooms: 0
Floors: Wood

Building SqFt: 835
Basement SqFt: 0
Finished Basement SqFt: 0
Interior Walls: Plaster
Heating: Space Heat
A/C: No

Utilities

Water: Public Water Available
Sewer: Public
Electric: No
Gas: No
Fuel Type: Oil

Other Information

Fireplace: 0
Stacked Fireplace: 0
Flue: 0
Metal Flues: 0
Stacked Flues: 0
Inop. Flues/FP: 0

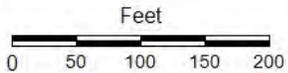
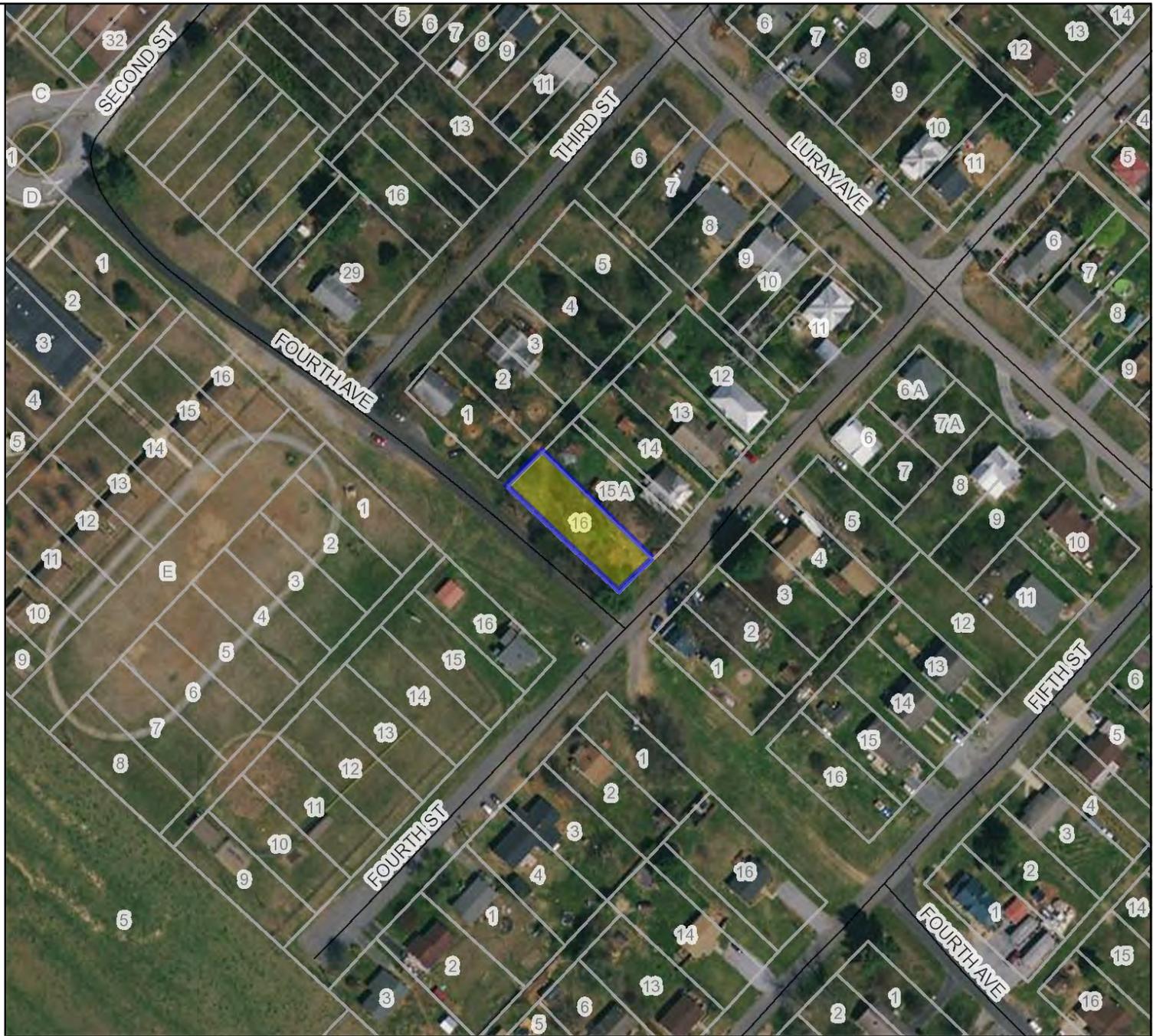
Site Information

Zoning Type: R4
Terrain Type: On
Character: Open
Right of Way: Public
Easement: Paved

Page County, Virginia

Legend

- Major Roads
- Roads
- Railroads
- Other Counties
- Parcels
- Shenandoah River
- Streams



Title: Parcels

Date: 5/11/2020

DISCLAIMER: THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressly or implied, but no limited to, the implied warranties of merchantability and fitness for a particular purpose. Site-specific information is best obtained after an onsite visit by a competent professional. Please call Page County, VA for specialized products. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as Page County, VA expressly disclaims any liability for loss or damage arising from the use of said information by any third party. In addition use of Virginia Base Mapping Program (VBMP) statewide aerial photography requires the following disclaimer: "Any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination."



Town of Luray, Virginia
Council Agenda Statement

Item No: VIII-A

Meeting Date: July 13, 2020

- Agenda Item: COUNCIL CONSIDERATION
Item VIII-A – Code of Virginia Readopting Ordinance
- Summary: Council is requested to consider adoption of the Ordinance readopting portions of the Code of Virginia that were adopted by the General Assembly that take effect July 1, 2020. Adoption of this Ordinance will incorporate these amended statutes into the Town Code.
- Council Review: N/A
- Fiscal Impact: N/A
- Suggested Motion: I move that Council adopt the Ordinance Readopting Portions of the Code of Virginia as presented.

AN ORDINANCE READOPTING PORTIONS OF THE CODE OF VIRGINIA

WHEREAS, the Council of the Town of Luray, Virginia (the “Council”), wishes to reincorporate certain sections of the Code of Virginia to ensure that any amendments to the incorporated statutes are incorporated into the Town Code; and

WHEREAS, the Council further wishes to adopt any future changes to the incorporated statutes.

NOW, THEREFORE, be it ordained by the Council of the Town of Luray, Virginia, as follows:

1. Chapter 82, Article I, Section 82-3(a) of the Town Code is amended and readopted as follows:

(a) *Generally*. Pursuant to the authority of § 46.2-1313 of the Code of Virginia, all of the provisions of Title 46.2, and of Article 9 of Chapter 11 of Title 16.1 (§ 16.1-278 *et seq.*), and of Article 2 of Chapter 7 of Title 18.2 (§ 18.2-266 *et seq.*) of the Code of Virginia, 1950, as amended, except those provisions and requirements which, by their very nature, can have no application to or within the town, are hereby adopted and incorporated in this chapter by reference and made applicable within the town. Reference to "Highways of the State" shall be deemed to refer to the streets, highways and other public ways within the town. The mention of specific state law provisions does not preclude the incorporation of unmentioned provisions. Such provisions and requirements are hereby adopted, *mutatis mutandis*, and made a part of this chapter as fully as if set forth at length herein; provided that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under the Code of Virginia. To the extent that § 15.2-1429 of the Code of Virginia prohibits the Town from incorporating those provisions of § 18.2-270 which provide for penalties greater than those for a class one misdemeanor, such provisions are not incorporated.

2. All other state statutes and regulations incorporated into Town ordinances are reincorporated; all other state statutes and regulations adopted by Town ordinances are readopted. All Town ordinances incorporating or adopting state statutes or regulations are reenacted. This paragraph extends to state statutes and regulations which have been amended, recodified or repealed.

3. All future amendments and recodifications of statutes and regulations incorporated into the ordinances of the Town are also incorporated in accordance with § 1-220 of the Code of Virginia.

4. This ordinance shall take effect immediately.

Adopted: July 13, 2020

Mayor

CERTIFICATE

I certify that I am the Clerk of the Town of Luray, Virginia, and that the foregoing is a true copy of an Ordinance adopted by the Council of the Town of Luray, Virginia, on July 13, 2020, upon the following vote:

NAME	AYE	NAY	ABSTAIN	ABSENT
Mayor Presgraves ¹				
Ronald "Ron" Vickers				
Jerry Dofflemyer				
Jerry Schiro				
Leroy Lancaster				
Joey Sours				
Leah Pence				

Date: July 13, 2020

[SEAL]

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

¹ Votes only in the event of a tie.



Town of Luray, Virginia
Council Agenda Statement

Item No: VIII-B

Meeting Date: July 13, 2020

Agenda Item: COUNCIL CONSIDERATION
Item VIII-B – Browns Building Listing Agreement

Summary: The Town Council is requested to consider extending the Listing Agreement with Bill Dudley & Associates Real Estate Inc. to market and sell the Browns Building located at 36 West Main Street (Tax Map No. 42A11-A-14) for an additional ninety (90) days. The agreement approved at the December 9, 2019 meeting and extended at the March 9, 2020 meeting expires June 8, 2020.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: I move that Council approve the extension of the Listing Agreement with Bill Dudley & Associates Real Estates Inc. to market and sell the Browns Building located at 36 West Main Street for ninety (90) days until September 6, 2020 as presented.

Alternate Motion: I further move the Council approve \$1,000 from the Economic Development Budget (100-81500-8140) to be used for advertising the Browns Building.



VIRGINIA REALTORS® EXCLUSIVE AUTHORIZATION TO SELL

OWNER AUTHORIZATION REGARDING INTERNET

Internet advertising is one of the ways information concerning real property offered for sale is disseminated to real estate agents and brokers as well as the general public. The property owner has the right to determine whether or not their property information is displayed on the Internet and if so the manner in which it is presented.

Section 7(f) of the Virginia REALTORS® Exclusive Authorization to Sell allows the property owner to authorize or prohibit the display of the property on the Internet. If authorized, it also permits the property owner to limit the display of property reviews and automated estimates of market value on the Internet.

Owners must initial beside the appropriate responses in Section 7(f). The OPT OUT OF THE INTERNET section should **only** be completed if the Owner does not wish to have their property address displayed on the Internet or does not wish to have ANY information concerning the property and it's availability for sale published on the Internet. **Otherwise Option A and B should be left blank.**

Terms and Definitions:

Property Reviews/Blogging - Some web sites allow third parties to publish public commentary or feedback related to a particular property. This type of public online journaling is sometimes referred to as a blog.

Automated Estimate of Market Value - Also known as AVM or Automated Valuation Model. An AVM is a computer generated estimate of residential property value that is calculated using computer software models and recent sales of similar homes.

VAR Form 400 Revised 10/19
Reviewed 10/19



REALTOR®

VIRGINIA REALTORS® EXCLUSIVE AUTHORIZATION TO SELL



(This is a legally binding contract, if not understood, seek competent advice before signing)

This AGREEMENT made as of November 25, 2019, by and between Town of Luray

_____ ("Owner"); and
Bill Dudley & Assoc. Real Estate, Inc. ("Broker"), provides:

1. In consideration of services rendered by Broker to Owner, Owner grants to Broker the EXCLUSIVE and irrevocable right to sell certain real estate, and all improvements thereon which is owned by Owner and which is hereafter described (all herein called the "Property"), during the period commencing on December 10, 2019 and expiring at midnight on March 10, 2020 (the "initial period of time"), for the price of One Hundred Ninety-Nine Thousand and 00/100 Dollars (\$ 199,000.00) ("Listing Price"), payable in cash, or at such price and/or on such terms as may be agreed by the parties.

2. **REAL PROPERTY:** The Property is located in the City or County of Page and is described as follows: All that 20,670 square feet improved by a two-story commercial building reference T.M.#42A11-A-14. _____ and more commonly known as 36 West Main Street, Luray, VA 22835 (i.e., street, town, village, etc.).

3. **BROKER FEE:**

(a) If the Property is sold or exchanged by Broker, or by Owner with or without the assistance of Broker, within the initial period of time or any extension thereof, Owner agrees to pay Broker a fee of 6% (the "Fee"). If, within N/A days after the expiration of the initial period of time or any extension thereof, the Property is sold or exchanged by Broker, by Owner, or by any other person, to a purchaser or purchasers to whom the Property was shown, offered, or introduced by Broker, or by any licensed broker or salesperson employed by or affiliated with Broker, Owner agrees to pay Broker the Fee. Notwithstanding the foregoing, Owner shall not be obligated to pay the Fee to Broker if, after the expiration of the initial period of time or any extension thereof, Owner enters into an exclusive authorization to sell or exchange the Property with a licensed broker or salesperson, other than Broker or a licensed broker or salesperson employed or affiliated with Broker, and the Property is sold or exchanged pursuant to such exclusive authorization. For purposes of the Agreement, if an offer is presented to Owner within the initial period of time or any extension thereof, but (i) is accepted by Owner after expiration of the initial period of time or any extension thereof, or (ii) Owner make a counteroffer which is accepted by the purchaser after the expiration of the initial period of time or any extension thereof, the Owner shall pay Broker the Fee as if the Property had been sold during the initial period of time or any extension thereof.

(b) Broker has advised Owner of Broker's firm policy regarding cooperating with and compensating other real estate licensees. Owner authorizes Broker to cooperate with and compensate other brokers via the following [select one]: 3.000 % of the gross sales price OR the sum of \$ _____. Such compensation shall be paid by Owner at settlement. Owner acknowledges that the cooperating fee set forth in this paragraph represents an obligation of Broker to a selling broker per MLS rules, and agrees that Owner is responsible to pay this amount to Broker as part of the Fee, which will then be paid to the cooperating broker. Owner understands the responsibility for the payment of a cooperating broker's compensation may be determined as a result of civil action or arbitration, or in a separate agreement between Broker and a cooperating broker claiming such fee; provided however, such fee shall not exceed the amount set forth in this paragraph 3(b) without consent of Owner. Owner agrees to participate fully, at Owner's sole expense, in any legal action or arbitration proceedings that may arise with respect to the compensation due to a cooperating broker. ~~Owner shall indemnify and hold Broker harmless from any monetary loss suffered by Broker due to any award against Broker arising from Owner's nonpayment of compensation that is due to a cooperating broker as a result of the sale of the Property.~~ Owner agrees not to negotiate Broker's Fee or any purchaser agent/representative's compensation in a real estate sales contract for the Property. This obligation shall survive expiration or earlier termination of this Agreement and settlement of the sale of the Property.

- (c) If Owner should withdraw the Property from the market during the initial period of time or any extension thereof, without written agreement from Broker, or otherwise prevents Broker from selling the Property during the initial period of time or any extension thereof, such action shall constitute a breach of this Agreement, and Owner agrees to pay Broker the Fee set forth in paragraph 3(a) as liquidated damages, and not as a penalty. If the Fee is expressed as a percentage of the purchase price of the Property, the gross sales price, for the purposes of computing the Fee, shall be the Listing Price.
- (d) If, after a valid contract for the purchase of the Property is executed by Owner and a purchaser or purchasers, there is a default by such purchaser or purchasers which prevents performance of such contract through no fault of the Owner, Broker agrees that Owner will not be liable for the Fee of Broker and that Broker shall look to such defaulting purchaser or purchasers for compensation relating to such contract. Owner agrees if such a default occurs, this Agreement shall remain in effect until its expiration and that payment of the Fee by such defaulting purchaser or purchasers shall not satisfy any obligation that may arise if, after to such default, another valid contract for the purchase of the Property is brought about by Broker.
- (e) If after a valid contract for the purchase of the Property is executed by Owner and a purchaser or purchasers, there is a default by Owner which prevents performance of such contract through no fault of Broker, or if Owner fails to fully perform the obligations of Owner set forth herein, the Owner shall be liable to Broker for the Fee, as compensation for its services hereunder, and the reasonable attorney's fees and expenses incurred by Broker, if any, in enforcing the terms and conditions hereof. In any action brought by Broker or Owner under this Agreement, the prevailing party or parties in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorney's fees and costs expended or incurred in prosecuting or defending such action.

4. AGENCY RELATIONSHIP:

- (a) In accordance with the Virginia Real Estate Board ("VREB") regulations, Broker hereby discloses to Owner that Broker and Broker's salespeople are representing Owner as a standard agent in connection with marketing the Property under this Agreement and owe Owner the duties set out in this Agreement and under Section 54.1-2131 of the Code of Virginia. At the same time, brokers and their salespeople are required to treat all parties to a transaction honestly. Without breaching their duties to Owner, Broker and its salespeople may provide prospective purchasers with information about the Property and may assist a prospective purchaser in preparing an offer to purchase the Property. Broker and its salespeople have a duty to respond accurately to a prospective purchaser's questions and to submit to Owner all offers to purchase the Property.
- (b) If the Property is shown to a prospective purchaser who is represented by Broker and such purchaser client of Broker wishes to make an offer on the Property, and Broker has not designated representatives to represent Owner and purchaser, the Broker will be acting as a representative for both Owner and purchaser in the transaction. In such a transaction, Broker will remain impartial to Owner and purchaser. Owner understands that Broker shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of Broker, would harm one party's bargaining position and would benefit the other party. However, Broker shall not be prevented from disclosing to the purchaser any known material defects in the Property or any other matter that must be disclosed by law and/or regulation. Broker will not disclose (i) to the purchaser information about what price Owner will accept other than the Listing Price, or (ii) to Owner information about what price the purchaser will pay other than the written offered price. If Owner and purchaser do not enter into an agreement for the purchase of the Property such dual representation shall terminate.
- (c) Because of such dual representation, Owner understands that Owner and purchaser have the responsibility of making their own decisions as to what terms are to be included in any purchase agreement. Owner should be aware of the implications of Broker's dual representation including the limitation on Broker's ability to represent Owner or the purchaser fully and exclusively. Owner understands that Owner may seek independent legal counsel in order to assist with any matter relating to a purchase agreement or to the transaction that is the subject matter of a purchase agreement. Provided Broker has acted in accordance with its obligations under this Agreement, Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from Broker's role as a dual representative. Owner shall have the duty to protect its own interests and should read any purchase agreement carefully to insure that it accurately sets forth the terms Owner wants included in the purchase agreement.

- (d) When acting as a dual representative, Broker: will treat Owner and purchaser honestly; will disclose material facts about the Property that are known to Broker as required by law and/or regulation; may help the purchaser to arrange for property inspections; may explain closing costs and procedures; may help the purchaser compare financing alternatives; may provide information about comparable properties so Owner and the purchaser may make an educated decision about the price to be contained in the purchase agreement; and will work diligently to facilitate the sale and will work with Owner's and the purchaser's lawyers, tax accountants, inspectors, and other advisors in order to expedite the closing.
- (e) When acting as a dual representative, Broker may not: disclose confidential information that Broker may know about either Owner or the purchaser (including but not necessarily limited to motivation to sell or buy, price, terms and/or conditions of sale which are acceptable, and negotiating strategy) without written permission of the relevant party; disclose the price Owner will accept other than Listing Price without written permission of Owner; disclose the price the purchaser is willing to pay other than contained in any offer without written permission of the purchaser; recommend or give advice regarding the price the purchaser should offer or pay for the Property; recommend or give advice regarding the terms and conditions of sale the purchaser should offer for the Property; recommend or give advice regarding the price Owner should accept or that should form the basis of a counteroffer; or recommend or give advice regarding the terms and conditions of sale Owner should accept or that should form the basis of a counteroffer.
- 5. OWNER'S DUTIES:** Owner shall: work exclusively with Broker during the term of this Agreement; comply with the reasonable requests of Broker to supply any pertinent information or personal data needed to fulfill the terms of this Agreement; pay Broker the compensation set forth in this Agreement; make the Property available during reasonable hours for potential purchasers to view properties; and inform all purchasers and licensees whom Owner contacts of Owner's brokerage relationship with Broker.
- 6. BROKER DUTIES:** Broker agrees to make commercially reasonable efforts to obtain a purchaser for the Property during the initial period of time and any extension thereof. Owner acknowledges that Broker shall disclose to potential purchasers of the Property all material adverse facts pertaining to the physical condition of the Property actually known by Broker.
- 7. ADVERTISING:**
- (a) Owner agrees that during the initial period of time or any extension thereof Broker is authorized to place "FOR SALE" signs on the Property, to remove any other "FOR SALE" signs and to take all appropriate action to bring about a sale of the Property. Owner agrees to make the Property available to Broker and real estate brokers and salespersons employed or affiliated with Broker at all reasonable hours for showing to prospective purchasers. Owner also agrees to refer to Broker all inquiries or offers which Owner may receive regarding the Property.
- (b) Unless otherwise provided herein, Broker agrees to submit pertinent information concerning the listing of the Property (including information which may be provided on a separate form or document) to any Multiple Listing Service ("MLS") serving the geographic area in which the Property is located of which Broker is a member to distribute such information to other brokers, and to solicit the cooperation of other brokers in securing a purchaser or purchasers for the Property. Owner understands that the listing data may get disseminated to third party websites through means other than the MLS. Owner acknowledges that the accuracy of the listing data is controlled by the third party websites and is outside of Broker's control.
- (c) Unless the Property is not being submitted to the MLS, Broker is authorized to make access available to cooperating brokers and their clients or customers.
- (d) Broker shall have the right and sole discretion to advertise the Property in commercially reasonable ways, and unless otherwise provided herein, shall have the right to place advertisements of the Property on the Internet communications network and in any Internet Data Exchange program in which Broker participates.
- (e) Owner authorizes the dissemination of Property/sales information to MLS participants, including electronic format, magazines and other media.
- (f) If authorized below, Broker's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property.

If Owner does not want the Property listing or address displayed on the Internet, Owner must complete the "OPT-OUT OF INTERNET" section below.

OPT-OUT OF INTERNET

Complete this section only if Owner desires to opt-out of Internet display

Owner may opt-out of having the Property listing or property address displayed on the Internet by selecting Option A or B below.

Option A: Owner has advised Broker that Owner does not want the Property displayed on the Internet.

OR

Option B: Owner has advised Broker that Owner does not want the address of the Property displayed on the Internet. In the event Owner does not authorize the display of the Property address, only the street address will not be displayed, other data such as zip code, county, etc. may be displayed.

Owner understands and acknowledges that if **Option A** has been selected, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search.

_____/_____**(Owner's Initials)**

_____/____ Owner (**select one**) authorizes OR does not authorize third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property. In the event Owner does not authorize the display of the Property address, only the street address will not be displayed, other data such as zip code, county, etc. may be displayed.

_____/____ Owner (**select one**) authorizes OR does not authorize an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the listing. This provision does not control the display of such estimated value of the Property on third party websites such as syndicated websites.

_____/____ Owner (**select one**) authorizes OR does not authorize Broker to advertise on social media, understanding that there may be third-parties comments or reviews about the Property. In the event Owner does not authorize the display of the Property address, only the street address will not be displayed, other data such as zip code, county, etc. may be displayed.

8. LOCKBOX: Owner hereby does OR does not authorize Broker to place a lock box on the Property.

9. PROPERTY OWNERS' ASSOCIATION ACT:

(a) Owner represents to Broker that the Property is OR is not located within a development that is subject to the Virginia Property Owners' Association Act (Section 55.1-1800 et seq. of the Code of Virginia) (the "POA Act"). If the Property is within such a development, the POA Act requires Seller to obtain from the Property Owners' Association an association disclosure packet and provide it to the purchaser.

(b) The purchaser may cancel the purchase agreement within three or six days (depending on the manner of delivery) after receiving the association disclosure packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel the contract are waived conclusively if not exercised before settlement.

10. CONDOMINIUM ACT:

(a) Owner represents to Broker that the Property is OR is not located within a development that is subject to the Virginia Condominium Act (Section 55.1-1900 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is within such a development, the Condominium Act requires Seller to obtain from the unit owners' association a condominium resale certificate and provide it to the purchaser.

(b) The purchaser may cancel the purchase agreement within three or six days (depending on the manner of delivery) after receiving the condominium resale certificate or being notified that the condominium resale certificate will not be available. The right to receive the condominium resale certificate and the right to cancel the contract are waived conclusively if not exercised before settlement.

11. SEWAGE SYSTEM DISCLOSURE: Pursuant to Section 32.1-164.1:1 of the Code of Virginia, Owner must disclose to the purchaser if the onsite sewage system serving the Property fails to meet the Board of Health's current regulatory requirements and Owner has applied for or obtained a waiver from the Board of Health for the system. Disclosure is OR is not applicable to the Property.

12. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT: Virginia Residential Property Disclosure Act (Section 55.1-700 et seq. of the Code of Virginia) requires the owner of residential real property to furnish the purchaser of such property a disclosure statement in a form provided by the VREB containing certain information and disclosures for the benefit of purchasers and stating that the owner makes no representations or warranties as to the condition of such property and that the property is being sold "as is" with all defects that may exist, if any, except as otherwise provided in the purchase contract. Failure to make such disclosure in a timely manner or any misrepresentation contained in the disclosure may result in termination of the purchase contract or an award of damages to the purchaser. Broker will furnish Owner with the appropriate disclosure form for completion by Owner.

13. OTHER OFFERS: Owner does OR does not authorize Broker to use Broker's best judgment in determining how and when to divulge the existence of an offer or offers on the Property of which Broker is aware to other brokers or purchasers, if asked. Owner shall inform Broker if Owner is unwilling to permit Broker to divulge the existence of any particular offer(s) on the Property. Broker and its licensees shall not disclose to prospective purchasers (or their real estate licensees) the terms of any other offers to purchase the Property received by Broker without Owner's prior written consent.

14. INDEMNIFICATION:

- (a) Owner acknowledges and agrees that in consideration of the use of the services and facilities of Broker or the MLS identified in paragraph 7, neither Broker, its officers, directors and employees, nor any real estate broker or salesperson employed by or affiliated with Broker showing the Property to purchaser or prospective purchasers, nor the MLS, nor the directors, officers and employees thereof, including officials of any parent association of REALTORS®, shall be liable for any vandalism, theft or damage of any nature whatsoever to the Property or its contents during the initial period of time and any extension thereof, and Owner waives any and all rights, claims, and causes of action against any of them ~~and hold them harmless for any property damage or personal injury arising from the use of or access to the Property by any person during the initial period of time and any extension thereof,~~ but excluding property damage or personal injury arising out of the negligence of Broker or its officers, directors and employees or any real estate broker or salesperson employed by or affiliated with Broker.
- (b) If Owner has provided to Broker relevant information about the Property, Owner represents and warrants that to the best of Owner's knowledge and belief such information or the information contained in the disclosure form completed in compliance with the Virginia Residential Property Disclosure Act is true and correct as of the date given, and that Owner will update such information promptly in the event of a material change in such information. The parties agree that such information is incorporated into and constitutes a part of this Agreement.

15. RECORDINGS WITHIN THE PROPERTY:

- (a) In the event Owner has a recording system in the Property which records or transmits audio, Owner understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Owner hereby releases ~~and indemnifies~~ Broker, Broker's designated agents, sub-agents, sales associates, and employees from any liability which may result from any recording or transmitting in the Property.
- (b) Seller understands that while potential purchasers viewing the Property should not engage in photography, videography, or videotelephony in the Property without prior written permission, such recordings or transmissions may occur. Seller should remove any items of a personal nature Seller does not wish to have recorded or transmitted. Owner hereby releases Broker, listing sales associates and employees from any liability which may result from any recording or transmission in the Property.

16. MISCELLANEOUS:

- (a) Owner is advised that because some purchasers may employ the services of purchaser agents or representatives, Owner should not disclose any confidential information to prospective purchasers or to real estate licensees other than Broker.

- (b) This Agreement is intended solely to define the relationship between Owner and Broker. It is not intended to be an offer to sell to a third party, nor may any third party rely upon it as such an offer. Further, this Agreement does not confer upon Broker the power or authority to either make or accept an offer or counteroffer to sell the Property. The Property may be sold only by a written agreement executed by Owner, or by an attorney-in-fact for Owner under a written power of attorney. Broker's authority hereunder shall be limited to marketing the Property for sale and such activities as are necessary or incidental thereto, including without limitation accepting and holding an earnest money deposit in accordance with the VREB regulations.
- (c) In the event of a sale of the Property, Owner agrees to convey the Property to any purchaser or purchasers by ~~general~~ ^{SPECIAL} warranty deed ~~with the usual English covenants of title~~ and free and clear from all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property, and subject in all events, to the specific terms and conditions contained in the contract of sale.
- (d) This Agreement may not be modified or changed except by written instrument executed by the parties, and it shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia. It shall be binding upon and shall inure to the benefits of the heirs, personal representatives, successors, and/or assigns of the parties.
- (e) Owner understands that Owner has the right to choose an attorney to prepare the deed conveying title to the Property or otherwise to represent Owner in connection with the sale of the Property.
- (f) In the sale, purchase, exchange, rental, or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects and shall not discriminate on the basis of any protected class under Federal, state or local law or the REALTOR® Code of Ethics.
- (g) If a written offer has been submitted prior to the expiration of this Agreement, the Agreement will automatically extend to settlement or termination of that offer.

17. ELECTRONIC SIGNATURES. ____ / ____ If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

18. WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Owner should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

19. OTHER TERMS: (Use this space for additional terms not dealt with elsewhere in this Agreement.) (1.) Additional Terms and Provisions are attached and made a part of this Listing Agreement. (2.) This property is sold "AS IS". (3.) This Listing Agreement and any forthcoming Contract of Purchase is expressly contingent upon approval by the Luray Town Council.

OWNER

____ / ____
Date Owner **Town of Luray**

____ / ____
Date Owner

____ / ____
Date Owner

____ / ____
Date Owner

BROKER

Bill Dudley & Assoc. Real Estate, Inc.

By: _____
Name: **William C. Dudley III, Broker**
Date: _____

Supervising Broker Name: **William C. Dudley III**
Supervising Broker Contact Information: **560-860-9104; billdudley@teambda.com**

COPYRIGHT©2019 by VIRGINIA REALTORS®. All rights reserved. This form may be used only by members in good standing with VIRGINIA REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "VIRGINIA REALTORS®", in connection with any other form, is prohibited without prior written consent from VIRGINIA REALTORS®.

Additional Provisions:

Deed Provisions. The deed conveying the Property to Purchaser shall include the following provisions:

- A. Restrictive Covenants.** The following restrictions shall be set forth in the deed and restrict the use of the Property:
- (i) No portion of the Property may be used for residential or short-term rental use except for the top floor of the building now existing on the Property.
 - (ii) No portion of the Property may be used for an adult-oriented entertainment businesses, tattoo or body piercing parlors, pawnshops, gambling establishments, businesses selling products commonly used for vaping or drug paraphernalia, funeral home, service station, garage, auto sale facility, auto service facility, dry cleaners, churches, libraries, lumber and building supply, equipment rental supply, preschool or child care facilities, or mini-storage unit facility.
- B. Repurchase Option.** Purchaser agrees to grant the Town the irrevocable and exclusive right and option to repurchase the Property upon the following terms:
- (i) **Term.** The Town’s repurchase option shall be valid for a term of three (3) years commencing upon the date of settlement.
 - (ii) **Conditions Precedent.** The Town may exercise the repurchase option in the event that Purchaser fails to substantially complete renovations to the ground floor of the building on the Property within twenty-four (24) months after closing. “Substantial completion” means that the renovations are sufficiently complete in that the ground floor of the building passes all building and related inspections, a certificate of occupancy is issued, and the renovated area can be reasonably utilized for its intended purpose(s).
 - (iii) **Method of Exercise.** Once the conditions of Subsection (ii) are met, the Town may exercise the option by giving written notice to Purchaser, which may be hand delivered or mailed to Purchaser at _____.
 - (iv) **Purchase Price.** The price for the Town to repurchase the Property from Purchaser shall be One Hundred Seventy-Nine Thousand Seven Hundred Thirty-Eight and 00/100 dollars (\$179,738.00).



Town of Luray, Virginia
Council Agenda Statement

Item No: VIII-C

Meeting Date: July 13, 2020

Agenda Item:

COUNCIL CONSIDERATION
Item VIII-C – Luray Little League – Concession Payment Relief

Summary:

The Town Council is requested to consider a request from the Luray Little League to waive the first quarter payment for the Concessionaire Agreement for concession services at Ralph H. Dean Park. The approved contract requires quarterly payment for the exclusive rights to concessions at the Park. Due to the COVID-19 Executive Orders, the Little League and other sporting groups have had to suspend all activities at the park.

Council approved a first quarter waiver at your May 11, 2020 meeting

Council Review:

N/A

Fiscal Impact:

N/A

Suggested Motion:

I move that Council approve the waiver of the second quarter payment of \$500.00 by the Luray Little League for the Ralph H. Dean Park Concessionaire Agreement as presented.



Luray Little League



Steve Burke,

Luray Little League would like to request that the second quarter payment due in June 30, 2020 of \$500 of the \$2000 be waived. The reason we are asking for it to be waived is due the circumstance that we are in and that no games or activities have occurred at the park to open the concession stand. If you have any question please don't hesitate to call thank you.

Sincerely,
Joshua Wood
President

Dear Luray Little League Community,

On behalf of the Luray Little League Board of Directors, we would like to thank each of you for your continued patience and understanding over the past few months as we have worked to determine the best course of action regarding the 2020 Spring Season.

We are announcing with extremely heavy hearts, that the decision has been made to cancel the 2020 Spring Season. Please understand that we considered every possible, logical scenario in order to open. The parameters set by Little League International and the State of Virginia combined with the logistics of keeping our community safe, were the decisive issues at hand. We also consulted with surrounding leagues finding the majority having to make the same unfortunate decision. The health and safety of each member of our Little League community is as always, of the utmost importance.

Luray Little League is committed to providing opportunities for our children to cultivate a love for the game while experiencing the fun, family like atmosphere that defines the heart of baseball. We not only miss our ball players but our amazing volunteers. Our Little League community is growing, and we are so excited to implement our plans to continue building a safe, fun place for our children. As restrictions lift, we plan to move forward with Summer Clinics for all ages as well as the Fall Ball Season.

We are offering the following options regarding Registration Fees:

- Ⓢ Option 1: Jersey + Partial refund
- Ⓢ Option 2: Credit toward 2020 Fall Ball Season
- Ⓢ Option 3: Credit toward 2021 Spring Season
- Ⓢ Option 4: Full Refund without Jersey
- Ⓢ Option 5: Donation to Luray Little League + Jersey

We are a non-profit organization and will provide necessary documentation for tax purposes upon request.

If you would like a refund, please send your request to: lurayva.ll@gmail.com

All requests for refunds must be received no later than June 30th, 2020. Refund date is set to be scheduled for approximately the second week of July, 2020.

This notice is also sent via email. If you have any questions, please contact a board member.

**TOWN OF LURAY
CONTRACT FOR SERVICES**

THIS CONTRACT is made and entered into this 28 day of February, 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 **\$500.00** 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.

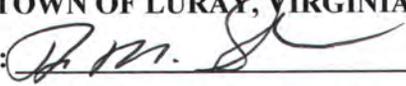
16. **Entire Contract.** This Contract constitutes the entire agreement between the parties and may not be modified except by a written agreement signed by both parties.

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: 

Printed Name: DAWN M. SHORES

BY: 

Printed Name: **Steven Burke**

Title: **Town Manager**

Date: 3/2/20

SERVICE PROVIDER:

Attest: Tasha Haddock

Printed Name: Tasha Haddock

BY: [Signature]

Printed Name: Joshua Wood

Title: President

Date: 2-29-20



Town of Luray, Virginia
Council Agenda Statement

Item No: VIII-D

Meeting Date: July 13, 2020

Agenda Item: COUNCIL CONSIDERATION
Item VIII-D – COVID-19 Relief Loan Program Application

Summary: Council is requested to consider the application from Page One for a \$2,500.00 loan through the COVID-19 Relief Loan Program to assist with their continued operations as a result of the temporary closure of their resale centers due to the COVID-19 response requirements. Page One states that they incurred approximately \$30,000 in lost revenue during the closings.

The Loan will be part of the Town's Community Development Loan Program.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: I move that Council approve the three year, no-interest loan of \$2,500.00 to Page One as presented.



Relief Loan Fund Application



Applicant Name

Business Name

Address

City/State/Zip

Business Phone

Email

EIN

Amount Requested
(up to \$2,500):

I certify that the business is:

Current on all local business taxes and fees

Current on any other loan obligations

I have attached:

Financial Statements including: balance sheet, profit & loss, cash flow, and current bank statement

Payroll documentation



Page One of Page County, Inc.
Profit & Loss
March 1 - 30, 2019

	<u>Mar 1 - 30, 19</u>
Ordinary Income/Expense	
Income	
Donations & Grants	11,834.59
Fundraising Proceeds	5,344.43
Miscellaneous Income	158.59
Shop Revenue	
Luray Shop Revenue	11,389.30
Shenandoah Shop Revenue	3,935.20
BOUTIQUE	4,003.17
Total Shop Revenue	<u>19,327.67</u>
Total Income	<u>36,665.28</u>
Gross Profit	36,665.28
Expense	
Programs	
Family Assistance	15,344.50
Food Pantry Expenses	2,066.23
Total Programs	17,410.73
Occupancy	7,216.95
Interest Expense	521.41
General Business Expenses	1,836.13
Fundraising Costs (in-house)	53.59
Payroll Expenses	4,848.77
Shop Expenses	394.36
Total Expense	<u>32,281.94</u>
Net Ordinary Income	<u>4,383.34</u>
Net Income	<u><u>4,383.34</u></u>

Page One of Page County, Inc.
Profit & Loss
March 1 - 30, 2020

	<u>Mar 1 - 30, 20</u>
Ordinary Income/Expense	
Income	
Donations & Grants	10,395.10
Fundraising Proceeds	183.87
Miscellaneous Income	154.85
Shop Revenue	
Luray Shop Revenue	9,755.91
Shenandoah Shop Revenue	2,414.10
BOUTIQUE	4,790.80
Total Shop Revenue	<u>16,960.81</u>
Total Income	<u>27,694.63</u>
Gross Profit	27,694.63
Expense	
Programs	
Family Assistance	7,004.14
Food Pantry Expenses	2,161.41
Total Programs	9,165.55
Occupancy	9,088.72
Interest Expense	270.32
General Business Expenses	1,824.91
Fundraising Costs (in-house)	400.00
Payroll Expenses	5,841.54
Shop Expenses	-313.43
Total Expense	<u>26,277.61</u>
Net Ordinary Income	<u>1,417.02</u>
Net Income	<u><u>1,417.02</u></u>

Page One of Page County, Inc.
Balance Sheet
As of March 30, 2020

	<u>Mar 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
General Fund & Barney Fund 3123	78,355.28
Page One Family Assistance 6627	207,683.22
Page One Shenandoah	71,793.80
Petty Cash	1,000.00
Total Checking/Savings	<u>358,832.30</u>
Accounts Receivable	15.90
Other Current Assets	<u>40,261.52</u>
Total Current Assets	399,109.72
Fixed Assets	269,571.19
Other Assets	<u>2,830.30</u>
TOTAL ASSETS	<u><u>671,511.21</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	4,937.32
Long Term Liabilities	
Mortgage Loan from USDA Rur Dev	<u>201,378.46</u>
Total Long Term Liabilities	<u>201,378.46</u>
Total Liabilities	206,315.78
Equity	
Unrestricted Net Assets	488,203.46
Net Income	<u>-23,008.03</u>
Total Equity	<u>465,195.43</u>
TOTAL LIABILITIES & EQUITY	<u><u>671,511.21</u></u>

Page One of Page County, Inc.
Balance Sheet
As of March 30, 2020

	<u>Mar 30, 20</u>
ASSETS	
Current Assets	
Checking/Savings	78,355.28
General Fund & Barney Fund 3123	
Page One Family Assistance 6627	207,683.22
Page One Shenandoah	71,793.80
Petty Cash	1,000.00
Total Checking/Savings	<u>358,832.30</u>
Accounts Receivable	15.90
Other Current Assets	40,261.52
Total Current Assets	399,109.72
Fixed Assets	269,571.19
Other Assets	2,830.30
TOTAL ASSETS	<u><u>671,511.21</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	4,937.32
Long Term Liabilities	
Mortgage Loan from USDA Rur Dev	201,378.46
Total Long Term Liabilities	<u>201,378.46</u>
Total Liabilities	206,315.78
Equity	
Unrestricted Net Assets	488,203.46
Net Income	-23,008.03
Total Equity	<u>465,195.43</u>
TOTAL LIABILITIES & EQUITY	<u><u>671,511.21</u></u>

Page One of Page County, Inc.
Balance Sheet
As of March 30, 2019

	<u>Mar 30, 19</u>
ASSETS	
Current Assets	
Checking/Savings	80,666.11
General Fund & Barney Fund 3123	
Page One Family Assistance 6627	242,450.73
Page One Shenandoah	51,576.99
Petty Cash	1,295.00
Total Checking/Savings	<u>375,988.83</u>
Other Current Assets	38,365.74
Total Current Assets	<u>414,354.57</u>
Fixed Assets	265,194.83
Other Assets	1,700.52
TOTAL ASSETS	<u><u>681,249.92</u></u>
LIABILITIES & EQUITY	
Liabilities	3,101.24
Current Liabilities	
Long Term Liabilities	208,720.18
Mortgage Loan from USDA Rur Dev	
Total Long Term Liabilities	<u>208,720.18</u>
Total Liabilities	211,821.42
Equity	487,145.56
Unrestricted Net Assets	-17,717.06
Net Income	469,428.50
Total Equity	<u>469,428.50</u>
TOTAL LIABILITIES & EQUITY	<u><u>681,249.92</u></u>



Relief Loan Fund Application



Brief description of how the loan will be used: (Will you be able to remain open or reopen with this funding, how has your business been impacted by Covid-19)

Our Boutique (1 Cave St.) was closed 5 wks and Treasures Thrift will have been closed 6 1/2 weeks when we reopen on May 6.

How many employees will this impact

7

Printed Name:

Loris D. Shaffer

Signature:

Loris D. Shaffer

Completed applications and attachments must be emailed to luraydowntown@gmail.com. Mail applications sent to 18 Campbell St Luray, VA 22835



Luray Downtown Initiative

From: Page One Email <pageone@centurylink.net>
Sent: Monday, June 8, 2020 1:38 PM
To: luraydowntown@embarqmail.com
Cc: Sara Levinson
Subject: Relief Loan Fund Application - more information

Meredith,

Sara let me know that you need more information for our Relief Loan Fund application. Please consider the paragraph below as an addendum. Thanks!

Page One lost approximately \$30,000 of revenue during the time of our closings. Additionally, our rents have increased by almost \$2,000 a month this year. We plan on using any money we borrow to keep up with expenses (rent and utilities) due to the revenue lost, as well as to fund our food purchases through this fall and winter. We anticipate a difficult winter both in food needs for Page County clients and in food prices. Thank you for your consideration.

Blessings,

Kim Harper
Administrative Coordinator
Page One of Page County, Inc.
540-743-4863 / pageone@centurylink.net

PAGE ONE

concerned people helping others

vapageone.org



MEREDITH DEES

Program Director

CONTACT

PHONE:
540-743-7700

WEBSITE:
www.luraydowntown.com

EMAIL:
luraydowntown@gmail.com

Page News and Courier
1113 East Main Street
Luray, VA 22835

FOR IMMEDIATE RELEASE

No Interest Relief Loans Available to Downtown Businesses

The Luray Downtown Initiative is pleased to announce that in partnership with the Town of Luray, we have set aside at least \$10,000 of our current Revolving Loan Fund to support small businesses in need of relief during this global pandemic. We are able to offer these loans at no interest up to \$2,500 each to businesses located in the designated downtown district.

The revolving loan fund has always been available to support businesses within the district and now we are proud to be able to set aside funds that can help our small businesses quickly during these difficult times.

Application will be available for download at
www.luraydowntown.com

For more information, please contact:

Meredith Dees at luraydowntown@gmail.com or

Danielle Babb at dbabb@townofluray.com

Meredith Dees
Luray Downtown Initiative



2020 Revolving Loan Fund COVID -19 Relief Loan Program

The Luray Downtown Initiative in partnership with The Town of Luray has set aside at least \$10,000 of our current Revolving Loan Fund to support small businesses in need of relief during this global pandemic. We are pleased to offer no interest emergency assistance loans up to \$2,500 to businesses located within the designated downtown district. Loans are repayable over a 3 year (36 month) term at 0% interest with the first monthly payment due in September 2020.

Please see below for more information regarding this program and how to apply.

PAYROLL LOAN FUND GUIDELINES

APPLICANT QUALIFICATIONS

1. Must be an existing for-profit business within the designated geographic area.
2. Must maintain a current Town Business license.
3. Business must satisfactorily complete application and submit necessary attachments.
4. Financials must be provided for the first quarter of 2020 including cash flow, profit & loss, balance sheet, payroll documentation, and current bank statement.
5. Business must have or be pursuing online, social media and/or marketing presence with accurate information presented.
6. Business must have articulable economic impact from COVID-19 public health situation.
7. Business must certify it has no outstanding tax debts to any locality in the service region.
8. Application does not guarantee approval.

LOAN SPECIFICS

1. Each business will be eligible for up to \$2,500.00.

2. The loan term is 36 months from date of closing.
3. The interest rate for this loan is 0%.
4. Monthly payments will begin on a date agreed-to in the loan agreement and as illustrated in a provided loan amortization.
5. Each loan will require an agreement between the business and the fiscal agent for that loan.
6. Loans subject to any special conditions in loan agreement, including but not limited to provision of financials, verification of expenditures, etc.
7. Funds are available on a first-come first-served basis.
8. Loans are made to businesses only, not individuals.

ACCEPTABLE USES

1. Operating capital including rent, payroll, inventory purchase, marketing, and similar.

UNACCEPTABLE USES

1. Personal use, savings or investment, purchase of non-essential items, repayment of any outstanding debt, loan, or other burden.

The application can be downloaded and printed at www.luraydowntown.com

For questions or assistance with the application or more information regarding the program please contact one of the partners below:

Meredith Dees
Program Director
Luray Downtown Initiative
luraydowntown@gmail.com

Danielle P. Babb
Assistant Town Clerk- Treasurer
Town of Luray
dbabb@townofluray.com



Relief Loan Fund Application



Applicant Name _____

Business Name _____

Address _____

City/State/Zip _____

Business Phone _____ Cell Phone _____

Email _____

EIN _____

Amount Requested (up to \$2,500): _____

I certify that the business is:

_____ Current on all local business taxes and fees

_____ Current on any other loan obligations

I have attached:

Financial Statements including: balance sheet, profit & loss, cash flow, and current bank statement

Payroll documentation





Relief Loan Fund Application



Brief description of how the loan will be used: (Will you be able to remain open or reopen with this funding, how has your business been impacted by Covid-19)

How many employees
will this impact

Printed Name:

Signature:

Completed applications and attachments must be emailed to
luraydowntown@gmail.com. Mail applications sent to 18 Campbell St Luray, VA 22835





Town of Luray, Virginia
Council Agenda Statement

Item No: VIII-F

Meeting Date: July 13, 2020

Agenda Item: COUNCIL CONSIDERATION
Item VIII-F – Lake Arrowhead Operations

Summary: Councilman Sours has requested that Town Council discuss the operations of Lake Arrowhead. Following certification of our lifeguard staff, the Town is planning to resume collection of entrance fees and the stationing of life guards at Lake Arrowhead Beach on Thursday to Sunday from 11:00 am to 6:00 pm beginning Thursday, July 16th.

Councilman Sours has indicated that he would propose to keep Lake Arrowhead free of charge for use during the 2020 Season due to the closures associated with COVID-19.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: I move that Council approve no fee entry for the Lake Arrowhead Beach for the 2020 Season.



Town of Luray, Virginia

Council Agenda Statement

Item No: VIII-F

Meeting Date: July 13, 2020

Agenda Item: COUNCIL CONSIDERATION
Item VIII-F – CARES Act Funding

Summary: The Town Council is requested to receive an update on the intended use of the Town's allocation of the Federal CARES Coronavirus Relief Funds. Page County was awarded \$2,085,357 of which \$424,582 has been dedicated to the Town of Luray. Funds can be used to cover costs that 1) are incurred due to the Town's response to COVID-19; 2) were not accounted for in the FY 2019-2020 Budget; and 3) were incurred between March 1 and December 30, 2020.

Incurred Costs – \$11,282.01
Replacement Police Vehicle - \$47,000

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A

Covid -19 Expenses

<u>Date of Purchase</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>PO #</u>	<u>Department</u>
4/6/2020	Red Bud Supply	Gallon Hand Sanitizer	\$ 199.95	Safety-83	Safety
4/8/2020	Share Corporation	Personal Hand Sanitizer	\$ 294.53	Safety-84	Safety
4/8/2020	Red Bud Supply	NR95 Mask	\$ 199.90	Safety-85	Safety
4/28/2020	Red Bud Supply	Disposable Face Mask	\$ 399.80	Safety-86	Safety
4/29/2020	Red Bud Supply	Cloth Face Mask	\$ 238.50	Safety-87	Safety
5/29/2020	Red Bud Supply	Gallon Hand Sanitizer	\$ 183.63	Safety-88	Safety
6/2/2020	Red Bud Supply	Disposable Gloves	\$ 169.50	Safety-89	Safety
6/5/2020	Red Bud Supply	Disposable Mask	\$ 164.85	n/a	Safety
2/12/2020	Share Corporation	Wipes and Germicide Spray	\$ 271.75	560W	WaterPlant
3/3/2020	Buy Door Hardware.com	Door Locks	\$ 1,472.00	563W	WaterPlant
5/5/2020	Red Bud Supply	Gallon Hand Sanitizer & Masks	\$ 498.90	573W	WaterPlant
5/12/2020	Buy Door Hardware.com	Door Locks	\$ 736.00	576W	WaterPlant
5/8/2020	Amazon	Plastic Wrap for credit card machines	\$ 111.88	n/a	Admin
	-----	Disinfectant spray (gallon)	-----		
	-----	Disinfectant spray (32 oz bottle)	-----		
	-----	Face masks	-----		
5/14/2020	WalMart	plastic wrap for credit card machines	\$ 12.17	n/a	Admin
	-----	Double sided tape for signs	-----		
	-----	Sanitizer	-----		
			\$ 9.48	n/a	Admin
5/7/2020	Page Co-Op Farm Bureau	Spray Bottle			
		Blue Masking Tape			
5/27/2020	Amazon	Masks, Swabs, Anitbac Spray	\$ 96.37	n/a	Police
4/4/2020	WalMart	Hand Sanitizer	\$ 51.70	n/a	Police
3/6/2020	Amazon	Bloodborne Pathogen Kits	\$ 188.90	n/a	Police
3/6/2020	Amazon	Flex Cuffs & Hobble Restraints	\$ 27.96	n/a	Police

Salary Related Expenditures due to FFCRA

4/3/2020	Payroll	Salary- Morgan Housden	\$ 236.64		
4/17/2020	Payroll	Salary- Morgan Housden	\$ 1,183.20		
5/1/2020	Payroll	Salary- Morgan Housden	\$ 1,183.20		
5/15/2020	Payroll	Salary- Morgan Housden	\$ 1,182.93		
4/3/2020	Payroll	Salary- Dakota Baker	\$ 2,168.27		



Town of Luray, Virginia
Council Agenda Statement

Item No: XII-A

Meeting Date: July 13, 2020

Agenda Item: CLOSED MEETING
Item XII-A – Consultation with Legal Counsel

Summary: Council is requested to go into Closed Meeting for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, as authorized by Section 2.2-3711(A)(8) of the Code of Virginia.

Council Review: N/A

Fiscal Impact: N/A

Motion to Go Into Closed Meeting

I move that Town Council convene and go into Closed Meeting for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, as authorized by Section 2.2-3711(A)(8) of the Code of Virginia.

The subjects of the closed meeting are the East End and West End Confederate monuments located within the Town.

A roll call vote shall be taken to certify the vote to convene in Closed Meeting.

Motion to Adjourn Closed Meeting and Reconvene in Open Session

At the conclusion of the Closed Meeting, immediately reconvene in open session.

I move the closed meeting be adjourned and the Luray Town Council reconvene in open session.

A roll call vote shall be taken to adjourn the Closed Meeting.

Certification Resolution

Upon reconvening in open session, Council shall certify the Close Meeting discussion.

I move that with respect to the just-completed closed session and to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act, and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the meeting by the Town Council.

A roll call vote shall be taken to certify the Closed Meeting discussion.

NOTE: Any member who does not intend to vote "aye" should state so prior to the vote and indicate the substance of the departure that, in his/her judgement, has taken place. This statement shall be recorded in the minutes.