

AGENDA
Luray Town Council Work Session
Tuesday, June 23, 2020
5:30pm

- | | |
|--|------------------|
| I. CALL TO ORDER | Mayor Presgraves |
| II. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG | Mayor Presgraves |
| III. ROLL CALL | Danielle Babb |
| IV. UPDATES & DISCUSSION ITEMS | |
| A) SUP 20-1 – 4 Canaan Street | Steve Burke |
| B) SUP 20-2 – 516 Fourth Street | Steve Burke |
| C) CARES ACT Funding | Steve Burke |
| D) Luray Little League | Steve Burke |
| E) Browns Building Listing Agreement | Steve Burke |
| F) Roundabout Update | Bryan Chrisman |
| G) Monuments Update | Steve Burke |
| VII. ADJOURN | |

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 will be live-streamed on the Town's Facebook Live 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.

Version Date: June 12, 2020 10:00 am

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: IV-A

Meeting Date: June 23, 2020

Agenda Item: TOWN COUNCIL DISCUSSION
Item VI-A – SUP 20-01 – 4 Canaan Street

Summary: The Town Council is requested to discuss a 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.

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

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A



Existing Property Information:

Site Address 4 CANAAN ST.
Page County Tax Map Number 42 A 13-6-A-1 B Town Zoning District COMMERCIAL
Total Acreage .78 AC

Request Information:

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

TO ALLOW TO BE USED AS A SINGLE FAMILY
LONG TERM RENTAL.

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.

Bryanne Jewell
Signature of Applicant

4/29/20
Date

Signature of Applicant

Date

Bryanne Jewell
Signature of Owner

4/29/20
Date

Signature of Owner

Date

Page County, Virginia

Tax Map #:	Property Address:	Account #:
42A13-6-A-1B	4 CANAAN ST	20285

General

Owners Name:	SPRAGUE PATRICK E
Mailing Address:	421 BEYLORS FERRY RD RILEYVILLE VA 22650
Zoning:	B1
Year Built:	1979
Acreage:	.78
Description:	DB 464-109 HILLDALE LOT 1B BL A SEC III
Grouped With:	No Data



Assessment Information

Land Value	\$68,400
Improvement	\$83,600
Total Value	\$152,000
Total Land Area	Y
Prior Assessment	\$88,900

Sale information

Transfer Date:	1/1/1991
Sales Price:	\$385,000
Grantor:	\$385,000
Deed Book:	464
Deed Page:	109
Plat Book:	No Data
Plat Page:	0
Instrument Number:	0-0

Details

Exterior Information

Year Built:	1979
Occupancy Type:	Commercial
Foundation:	Cinderblock
Ext. Walls:	Aluminum 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:	3
Full Bathrooms:	2
Half Bathrooms:	0
Floors:	Carpet

Building SqFt:	1,344
Basement SqFt:	0
Finished Basement SqFt:	0
Interior Walls:	Paneled
Heating:	Heat Pump
A/C:	Yes

Utilities

Water:	Public
Sewer:	Public
Electric:	Yes
Gas:	No
Fuel Type:	Electric

Other Information

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

Site Information

Zoning Type:	B1
Terrain Type:	On
Character:	Rolling/Sloping
Right of Way:	Public
Easement:	Paved

Page County, Virginia

Legend

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



Title: Parcels

Date: 5/5/2020

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
Town Council Agenda Statement

Item No: IV-B

Meeting Date: June 23, 2020

Agenda Item: TOWN COUNCIL DISCUSSION
Item VI-B – SUP 20-02 – 516 Fourth Street

Summary: The Town Council is requested to discuss 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.”

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

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A



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

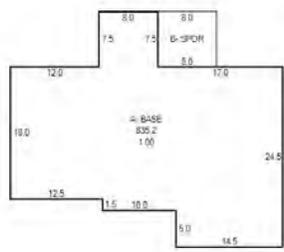
Signature of Applicant

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		Sale information	
Land Value	\$25,000	Transfer Date:	6/10/2016
Improvement	\$0	Sales Price:	\$8,000
Total Value	\$25,000	Grantor:	\$8,000
Total Land Area	N	Deed Book:	No Data
Prior Assessment	\$45,700	Deed Page:	0
		Plat Book:	No Data
		Plat Page:	0
		Instrument Number:	2016-1181

Details

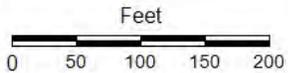
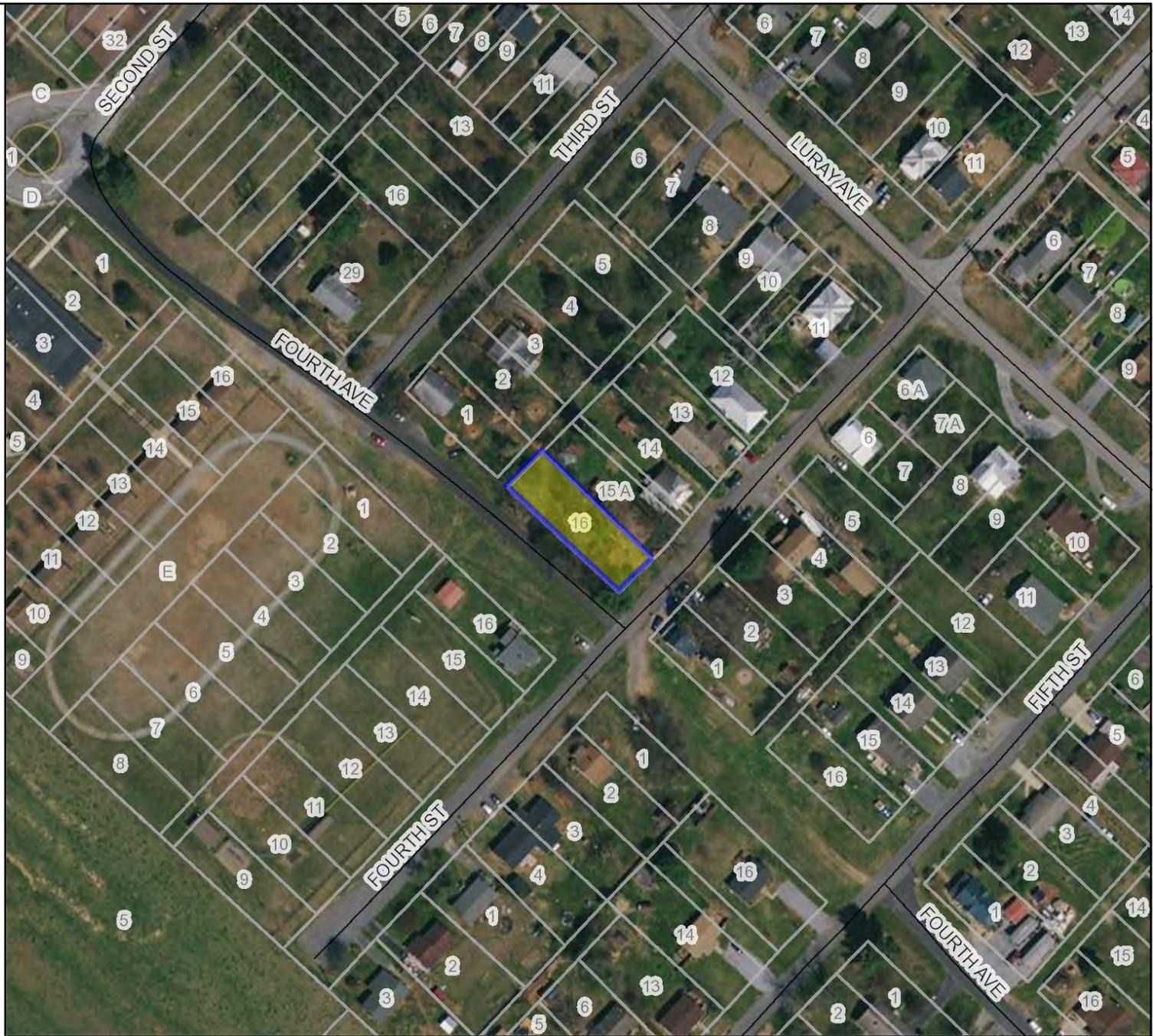
Exterior Information		Interior Information		Building SqFt:	
Year Built:	1955	Story Height:	1	Building SqFt:	835
Occupancy Type:	Fair Value-Residential	# of Rooms:	5	Basement SqFt:	0
Foundation:	Cinderblock	# of Bedrooms:	2	Finished Basement SqFt:	0
Ext. Walls:	Wood Siding	Full Bathrooms:	1	Interior Walls:	Plaster
Roofing:	Comp Shg	Half Bathrooms:	0	Heating:	Space Heat
Roof Type:	Gable	Floors:	Wood	A/C:	No
Garage:	None				
Garage - # Of Cars:	0				
Carport:	None				
Carport - # Of Cars:	0				

Utilities		Other Information		Site Information	
Water:	Public Water Available	Fireplace:	0	Zoning Type:	R4
Sewer:	Public	Stacked Fireplace:	0	Terrain Type:	On
Electric:	No	Flue:	0	Character:	Open
Gas:	No	Metal Flues:	0	Right of Way:	Public
Fuel Type:	Oil	Stacked Flues:	0	Easement:	Paved
		Inop. Flues/FP:	0		

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
Town Council Agenda Statement

Item No: IV-C

Meeting Date: June 23, 2020

Agenda Item: TOWN COUNCIL DISCUSSION
Item IV-A – CARES ACT Funding

Summary: Town Council is requested to discuss the local allocation for 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.

Staff are calculating the expenses incurred to date. The following additional expenses are proposed to continue our handling of the COVID-19 issues:

- Cost for disinfection supplies and equipment (sanitizing stations) – \$30,000
- Upgrade all public restroom fixtures to “no-touch” operation - \$15,000
- Install audio/video equipment in Council Chambers - \$20,000
- Install 3 LED Message Signs - \$40,000
- Acquire 2 Variable Message Signs - \$40,000
- Acquire telework laptops - \$7,500
- Acquire Council Ipads - \$4,000
- Acquire temperature screening equipment - \$1,000
- Sanitizing services - \$25,000
- Ruffner Plaza Restroom - \$150,000
- AM Emergency Broadcast Equipment - \$5,000
- Replacement Police Vehicle - \$45,000
- Local Business Assistance - \$25,000

Council is requested to provide any concerns and suggestions.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A



COMMONWEALTH of VIRGINIA

Aubrey L. Layne, Jr., MBA, CPA
Secretary of Finance

P.O. Box 1475
Richmond, Virginia 23218

May 12, 2020

To: County and City Elected Officials

Delivered Via: Chief Executive Officer, Manager, or Administrator

From: Aubrey L. Layne, Jr.
Secretary of Finance

Subject: Local Allocations for Federal CARES Coronavirus Relief Funds

Background

As most of you are aware, Congress passed and the President recently signed the *Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020*. This Act provides funding for a number of different programs to address the COVID-19 pandemic. A primary component of the CARES Act is \$150 billion in assistance to state, local, territorial, and tribal governments for the direct impact of the COVID-19 pandemic through the establishment of the Coronavirus Relief Fund (CRF).

Allocations were sent to states based on population. Each state received 55 percent of its share based on total state population and the remaining 45 percent was based on the local populations of each state's cities and counties. Localities with populations greater than 500,000 could apply to receive funds directly. All other CRF funds were distributed to the states to determine the allocations to localities.

Virginia has received approximately \$3.1 billion as its share of the CRF total. This amount does not include approximately \$200 million that went directly to Fairfax County since it qualified to receive its funding directly.

These funds may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

At this point, federal guidance indicates that the CRF funds can only be used for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to make up for revenue shortfalls. State and local government officials have requested that this restriction be lifted or that additional federal funds be provided to address the loss of state and local revenue. To date, no action has been taken by Congress to allow that flexibility or to provide funding for that purpose.

Allocation of CRF Funds to Localities

While the federal CARES Act does not require that states distribute funding to local governments with populations less than 500,000 residents, the Governor recognizes that localities are experiencing the same COVID-19 related expenses as the Commonwealth. Therefore, fifty (50) percent of the locally-based allocations will be distributed to counties and cities on or around June 1, 2020, by the Department of Accounts (DOA) after receipt of a signed certification from the locality. This distribution will be made to the local treasurer in the same manner that Car Tax Relief Payments are made.

Each locality's allocation will be based on the proportion that the locality's population represents of the statewide total population. Appendix A reflects the population used by US Treasury to allocate CRF funds to the states. This population data is the basis for determining the allocations to each locality.

This table also reflects each locality's share of the current distribution based on the population data displayed. Please note that the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

CRF funds should be considered "one time" monies and should not be used for ongoing services and/or base operations. Because the funds must be expended by December 30, localities are advised not to create services with expenses beyond that period. Any expenses beyond December 30, 2020, must be paid entirely by the locality from local funds.

Requirements for Use of Funds and Certifications

General

The amounts listed in Appendix A reflect the funds that will be transferred to each locality after receipt of a certification form (Appendix D) from the locality signed by the chief executive officer, the chief financial officer, and the chief elected officer. Before signing the certification, I recommend that you read and understand the federal guidance and the frequently asked questions contained in Appendix B and Appendix C, respectively. The most recent information on this guidance and the frequently asked questions can be obtained at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Please note that the certification statement includes an acknowledgment that you may be required to return funds to the federal government if it is determined that those funds were spent for purposes that do not qualify. Since these funds are being provided to you “up front” rather than on a reimbursement basis, it is important for you to understand that the burden of ensuring that all CRF funds are spent for qualifying purposes falls to the local government. You are responsible for maintaining all necessary documentation to ensure compliance with the federal requirements.

If the federal government determines that you have used CRF funds for purposes that do not qualify, you must return those funds to the state promptly so that they may be returned to the federal government. As a condition of receiving CRF funds, you are agreeing that the state can use state aid intercept to recover any funds necessary for expenses that were not for a qualifying purpose or that were unexpended as of December 30, 2020.

For Counties Only

As previously stated, the population data for each county includes the populations of the towns within its borders. Consequently, the allocation indicated for each county includes any allocations based on residents that live in the towns located within that county.

Counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its jurisdiction. Just as with the funds retained by the county, the funds granted to towns must be spent in accordance with the same requirements and the same documentation must be retained for audit purposes. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements and must ensure that the use of the funds meets the requirements set forth by the federal government.

Submission of Certification

The certification in Appendix D contains more specific details on the responsibilities of the local governing body. A fillable .pdf form can be downloaded from the Secretary of Finance’s Website under “Recent News” at: <http://finance.virginia.gov/>

In order to receive your locality’s allocation, the signed certification form must be submitted no later than **May 22, 2020**, to the Department of Accounts in electronic or hard copy form:

By Email to: GACCT@DOA.Virginia.gov

By US Mail to: Department of Accounts
Attention: Local CRF Certification
P.O. Box 1971
Richmond, VA 23218-1971

If you have any questions about this process, you may contact my office at (804) 786-1148. If you have technical questions about the certification form or the distribution of the funds, please contact Melinda Pearson, Director, General Accounting, Department of Accounts, at Melinda.Pearson@DOA.Virginia.gov or by phone at 804-225-2376.

Appendix A – Local Allocations

Annual Estimates of the Resident Population for Counties in Virginia: as of July 1, 2019	Statewide Total = 8,535,519	% of Total ¹	Current Allocation Base = \$744,691,122
Locality	Population		
.Accomack County, Virginia	32,316	0.3786%	\$2,819,446
.Albemarle County, Virginia	109,330	1.2809%	\$9,538,621
.Alleghany County, Virginia	14,860	0.1741%	\$1,296,478
.Amelia County, Virginia	13,145	0.1540%	\$1,146,851
.Amherst County, Virginia	31,605	0.3703%	\$2,757,414
.Appomattox County, Virginia	15,911	0.1864%	\$1,388,173
.Arlington County, Virginia	236,842	2.7748%	\$20,663,551
.Augusta County, Virginia	75,558	0.8852%	\$6,592,144
.Bath County, Virginia	4,147	0.0486%	\$361,810
.Bedford County, Virginia	78,997	0.9255%	\$6,892,184
.Bland County, Virginia	6,280	0.0736%	\$547,906
.Botetourt County, Virginia	33,419	0.3915%	\$2,915,679
.Brunswick County, Virginia	16,231	0.1902%	\$1,416,092
.Buchanan County, Virginia	21,004	0.2461%	\$1,832,518
.Buckingham County, Virginia	17,148	0.2009%	\$1,496,097
.Campbell County, Virginia	54,885	0.6430%	\$4,788,505
.Caroline County, Virginia	30,725	0.3600%	\$2,680,638
.Carroll County, Virginia	29,791	0.3490%	\$2,599,150
.Charles City County, Virginia	6,963	0.0816%	\$607,495
.Charlotte County, Virginia	11,880	0.1392%	\$1,036,484
.Chesterfield County, Virginia	352,802	4.1333%	\$30,780,614
.Clarke County, Virginia	14,619	0.1713%	\$1,275,451
.Craig County, Virginia	5,131	0.0601%	\$447,660
.Culpeper County, Virginia	52,605	0.6163%	\$4,589,583
.Cumberland County, Virginia	9,932	0.1164%	\$866,529
.Dickenson County, Virginia	14,318	0.1677%	\$1,249,190
.Dinwiddie County, Virginia	28,544	0.3344%	\$2,490,354
.Essex County, Virginia	10,953	0.1283%	\$955,607
.Fairfax County, Virginia	1,147,532	13.4442%	N/A
.Fauquier County, Virginia	71,222	0.8344%	\$6,213,845
.Floyd County, Virginia	15,749	0.1845%	\$1,374,040
.Fluvanna County, Virginia	27,270	0.3195%	\$2,379,202
.Franklin County, Virginia	56,042	0.6566%	\$4,889,448

.Frederick County, Virginia	89,313	1.0464%	\$7,792,215
.Giles County, Virginia	16,720	0.1959%	\$1,458,756
.Gloucester County, Virginia	37,348	0.4376%	\$3,258,469
.Goochland County, Virginia	23,753	0.2783%	\$2,072,358
.Grayson County, Virginia	15,550	0.1822%	\$1,356,678
.Greene County, Virginia	19,819	0.2322%	\$1,729,131
.Greensville County, Virginia	11,336	0.1328%	\$989,022
.Halifax County, Virginia	33,911	0.3973%	\$2,958,604
.Hanover County, Virginia	107,766	1.2626%	\$9,402,168
.Henrico County, Virginia	330,818	3.8758%	\$28,862,595
.Henry County, Virginia	50,557	0.5923%	\$4,410,903
.Highland County, Virginia	2,190	0.0257%	\$191,069
.Isle of Wight County, Virginia	37,109	0.4348%	\$3,237,617
.James City County, Virginia	76,523	0.8965%	\$6,676,337
.King and Queen County, Virginia	7,025	0.0823%	\$612,904
.King George County, Virginia	26,836	0.3144%	\$2,341,338
.King William County, Virginia	17,148	0.2009%	\$1,496,097
.Lancaster County, Virginia	10,603	0.1242%	\$925,071
.Lee County, Virginia	23,423	0.2744%	\$2,043,566
.Loudoun County, Virginia	413,538	4.8449%	\$36,079,596
.Louisa County, Virginia	37,591	0.4404%	\$3,279,670
.Lunenburg County, Virginia	12,196	0.1429%	\$1,064,054
.Madison County, Virginia	13,261	0.1554%	\$1,156,971
.Mathews County, Virginia	8,834	0.1035%	\$770,732
.Mecklenburg County, Virginia	30,587	0.3583%	\$2,668,598
.Middlesex County, Virginia	10,582	0.1240%	\$923,239
.Montgomery County, Virginia	98,535	1.1544%	\$8,596,799
.Nelson County, Virginia	14,930	0.1749%	\$1,302,585
.New Kent County, Virginia	23,091	0.2705%	\$2,014,601
.Northampton County, Virginia	11,710	0.1372%	\$1,021,652
.Northumberland County, Virginia	12,095	0.1417%	\$1,055,242
.Nottoway County, Virginia	15,232	0.1785%	\$1,328,933
.Orange County, Virginia	37,051	0.4341%	\$3,232,557
.Page County, Virginia	23,902	0.2800%	\$2,085,357
.Patrick County, Virginia	17,608	0.2063%	\$1,536,230
.Pittsylvania County, Virginia	60,354	0.7071%	\$5,265,654
.Powhatan County, Virginia	29,652	0.3474%	\$2,587,023
.Prince Edward County, Virginia	22,802	0.2671%	\$1,989,387
.Prince George County, Virginia	38,353	0.4493%	\$3,346,151
.Prince William County, Virginia	470,335	5.5103%	\$41,034,915
.Pulaski County, Virginia	34,027	0.3987%	\$2,968,725
.Rappahannock County, Virginia	7,370	0.0863%	\$643,004
.Richmond County, Virginia	9,023	0.1057%	\$787,222
.Roanoke County, Virginia	94,186	1.1035%	\$8,217,365

.Rockbridge County, Virginia	22,573	0.2645%	\$1,969,407
.Rockingham County, Virginia	81,948	0.9601%	\$7,149,647
.Russell County, Virginia	26,586	0.3115%	\$2,319,526
.Scott County, Virginia	21,566	0.2527%	\$1,881,550
.Shenandoah County, Virginia	43,616	0.5110%	\$3,805,328
.Smyth County, Virginia	30,104	0.3527%	\$2,626,458
.Southampton County, Virginia	17,631	0.2066%	\$1,538,237
.Spotsylvania County, Virginia	136,215	1.5959%	\$11,884,234
.Stafford County, Virginia	152,882	1.7911%	\$13,338,365
.Surry County, Virginia	6,422	0.0752%	\$560,295
.Sussex County, Virginia	11,159	0.1307%	\$973,580
.Tazewell County, Virginia	40,595	0.4756%	\$3,541,757
.Warren County, Virginia	40,164	0.4706%	\$3,504,154
.Washington County, Virginia	53,740	0.6296%	\$4,688,608
.Westmoreland County, Virginia	18,015	0.2111%	\$1,571,739
.Wise County, Virginia	37,383	0.4380%	\$3,261,523
.Wythe County, Virginia	28,684	0.3361%	\$2,502,568
.York County, Virginia	68,280	0.8000%	\$5,957,167
.Alexandria city, Virginia	159,428	1.8678%	\$13,909,478
.Bristol city, Virginia	16,762	0.1964%	\$1,462,420
.Buena Vista city, Virginia	6,478	0.0759%	\$565,181
.Charlottesville city, Virginia	47,266	0.5538%	\$4,123,776
.Chesapeake city, Virginia	244,835	2.8684%	\$21,360,910
.Colonial Heights city, Virginia	17,370	0.2035%	\$1,515,466
.Covington city, Virginia	5,538	0.0649%	\$483,169
.Danville city, Virginia	40,044	0.4691%	\$3,493,685
.Emporia city, Virginia	5,346	0.0626%	\$466,418
.Fairfax city, Virginia	24,019	0.2814%	\$2,095,565
.Falls Church city, Virginia	14,617	0.1712%	\$1,275,277
.Franklin city, Virginia	7,967	0.0933%	\$695,090
.Fredericksburg city, Virginia	29,036	0.3402%	\$2,533,279
.Galax city, Virginia	6,347	0.0744%	\$553,751
.Hampton city, Virginia	134,510	1.5759%	\$11,735,479
.Harrisonburg city, Virginia	53,016	0.6211%	\$4,625,442
.Hopewell city, Virginia	22,529	0.2639%	\$1,965,568
.Lexington city, Virginia	7,446	0.0872%	\$649,635
.Lynchburg city, Virginia	82,168	0.9627%	\$7,168,841
.Manassas city, Virginia	41,085	0.4813%	\$3,584,508
.Manassas Park city, Virginia	17,478	0.2048%	\$1,524,888
.Martinsville city, Virginia	12,554	0.1471%	\$1,095,288
.Newport News city, Virginia	179,225	2.0998%	\$15,636,690
.Norfolk city, Virginia	242,742	2.8439%	\$21,178,304
.Norton city, Virginia	3,981	0.0466%	\$347,327
.Petersburg city, Virginia	31,346	0.3672%	\$2,734,818

.Poquoson city, Virginia	12,271	0.1438%	\$1,070,597
.Portsmouth city, Virginia	94,398	1.1059%	\$8,235,862
.Radford city, Virginia	18,249	0.2138%	\$1,592,155
.Richmond city, Virginia	230,436	2.6997%	\$20,104,653
.Roanoke city, Virginia	99,143	1.1615%	\$8,649,844
.Salem city, Virginia	25,301	0.2964%	\$2,207,415
.Staunton city, Virginia	24,932	0.2921%	\$2,175,221
.Suffolk city, Virginia	92,108	1.0791%	\$8,036,068
.Virginia Beach city, Virginia	449,974	5.2718%	\$39,258,497
.Waynesboro city, Virginia	22,630	0.2651%	\$1,974,380
.Williamsburg city, Virginia	14,954	0.1752%	\$1,304,679
.Winchester city, Virginia	28,078	0.3290%	\$2,449,697
Total Funds Distributed (excludes Fairfax County)			\$644,573,383
Source: U.S. Census Bureau, Population Division			
Release Date: March 2020			

¹ **Note:** Percentages are displayed as rounded numbers, however, the distributions are calculated using the full values.

Appendix B - Guidance From U.S. Treasury

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government

officials responsible for spending Fund payments.

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in

- connection with the COVID-19 public health emergency.
- Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix C - Frequently Asked Questions

The content below was provided by the US Department of the Treasury.

Coronavirus Relief Fund Frequently Asked Questions April 22, 2020

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (the “Fund”) that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May governments retain assets purchased with these funds?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to

the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax

requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

¹ The Guidance is available at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>

Appendix D - Certification for Use of Coronavirus Relief Fund

Note: Provided for reference only - download a fillable .pdf copy of this form from the Secretary of Finance's Website under "Recent News" at: <http://finance.virginia.gov/>

**CERTIFICATION for RECEIPT of
CORONAVIRUS RELIEF FUND PAYMENTS
by
INSERT NAME OF LOCAL GOVERNMENT**

We the undersigned represent insert name of local government (the locality), and we certify that:

1. we have the authority to request direct payment on behalf of the locality from the Commonwealth of Virginia of revenues from the Coronavirus Relief Fund (CRF) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. we understand that the Commonwealth of Virginia will rely on this certification as a material representation in making a direct payment to the locality.
3. the locality's proposed uses of the funds received as direct payment from the Commonwealth of Virginia under section 601(b) of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the locality; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. any funds that are not expended or that will not be expended on necessary expenditures on or before December 30, 2020, by the locality or its grantee(s), must be returned to Commonwealth of Virginia no later than December 30, 2020, and that the Commonwealth of Virginia is entitled to invoke state aid intercept to recover any such unexpended funds that have not been returned to the Commonwealth within 30 days of December 30, 2020.
5. we understand that the locality will not receive continued funding beyond December 30, 2020, from any source to continue paying expenses or providing services that were initiated or previously supported from CRF funds prior to December 30, 2020.
6. funds received as a direct payment from the Commonwealth of Virginia pursuant to this certification must adhere to official federal guidance issued or to be issued regarding what constitutes a necessary expenditure.
7. any CRF funds expended by the locality or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the Commonwealth of Virginia within 30 days of a finding that the expenditure is disallowed, and that the Commonwealth of Virginia is entitled to

invoke state aid intercept to recover any and all such funds that are not repaid within 30 days of a finding that the expenditure is disallowed.

8. as a condition of receiving the CRF funds pursuant to this certification, the locality shall retain documentation of all uses of the funds, including but not limited to payroll time records, invoices, and/or sales receipts. Such documentation shall be produced to the Commonwealth of Virginia upon request.
9. the locality must maintain proper accounting records to segregate these expenditures from those supported by other fund sources and that all such records will be subject to audit.
10. any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected revenue collections from taxes, fees, or any other revenue source.
11. any CRF funds received pursuant to this certification will not be used for expenditures for which the locality has received funds from any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for that same expense nor may CRF funds be used for purposes of matching other federal funds unless specifically authorized by federal statute, regulation, or guideline.

For counties only

12. an equitable share of CRF funds received pursuant to this certification shall be shared with and granted to each town within its jurisdiction. Such grant(s) shall be used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The county issuing the grant is responsible for the ensuring compliance with the documentation requirements required by this certification and shall ensure that the use of the funds meets the requirements set forth in this certification.

We certify that we have read the above certification and our statements contained herein are true and correct to the best of our knowledge.

By: _____	By: _____	By: _____
Signature: _____	Signature: _____	Signature: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



Town of Luray, Virginia
Town Council Agenda Statement

Item No: IV-D

Meeting Date: June 23, 2020

Agenda Item: TOWN COUNCIL DISCUSSION
Item VI-D – Luray Little League Concession Agreement

Summary: The Town Council is requested to discuss a pending request from the Luray Little League to waive the Concession Agreement fee of \$1,500 due to the cancellation of their season.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A

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, Virginia
Town Council Agenda Statement

Item No: IV-E

Meeting Date: June 23, 2020

Agenda Item: TOWN COUNCIL CONSIDERATION
Item IV-E – Browns Building Listing Agreement

Summary: The Town Council is requested to discuss 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). The agreement approved March 9, 2020 extended through June 8, 2020.

Bill Dudley & Associates Real Estate Inc. is continuing list the property and act as the Town's agent during the period until the renewal can be considered at the July meeting.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A



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**

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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
Town Council Agenda Statement

Item No: IV-F

Meeting Date: June 23, 2020

Agenda Item: TOWN COUNCIL DISCUSSION
Item VI-F – Northcott Dr & West Main Street Roundabout Update

Summary: The Town Council is requested receive an update on the status of the VDOT Roundabout project at Northcott Drive and West Main Street.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A

PROJECT MANAGER: Gregory, P.E. 540-332-7881
 SURVEYED BY: DATE G.S. Watts, VDOT - Staunton
 DESIGN BY: VDOT - Staunton District Design Unit
 SUBSURFACE UTILITY BY: DATE G.S. Watts, VDOT - Staunton

REVISED	STATE		PROJECT	SHEET #
	ROUTE			
	VA.	00	U000-159-183, C501	3

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

VDOT Location & Design
Staunton, Virginia
ROADWAY ENGINEER

VDOT Location & Design
Staunton, Virginia
HYDRAULICS ENGINEER

STAUNTON DISTRICT DESIGN UNIT

Utility Owners:

Shenandoah Valley Electric Cooperative
2 Mechanic Street
Luray, VA 22835
Contact: Dirk Junkins
Telephone: 540-860-4238

CenturyLink
417 West Main Street
Charlottesville, VA 22903
Contact: Theresa Bryant
Telephone: 434-971-1371

Comcast
11101 University Blvd.
Manassas, VA 20110
Contact: Amy Goad
Telephone: 301-625-3407

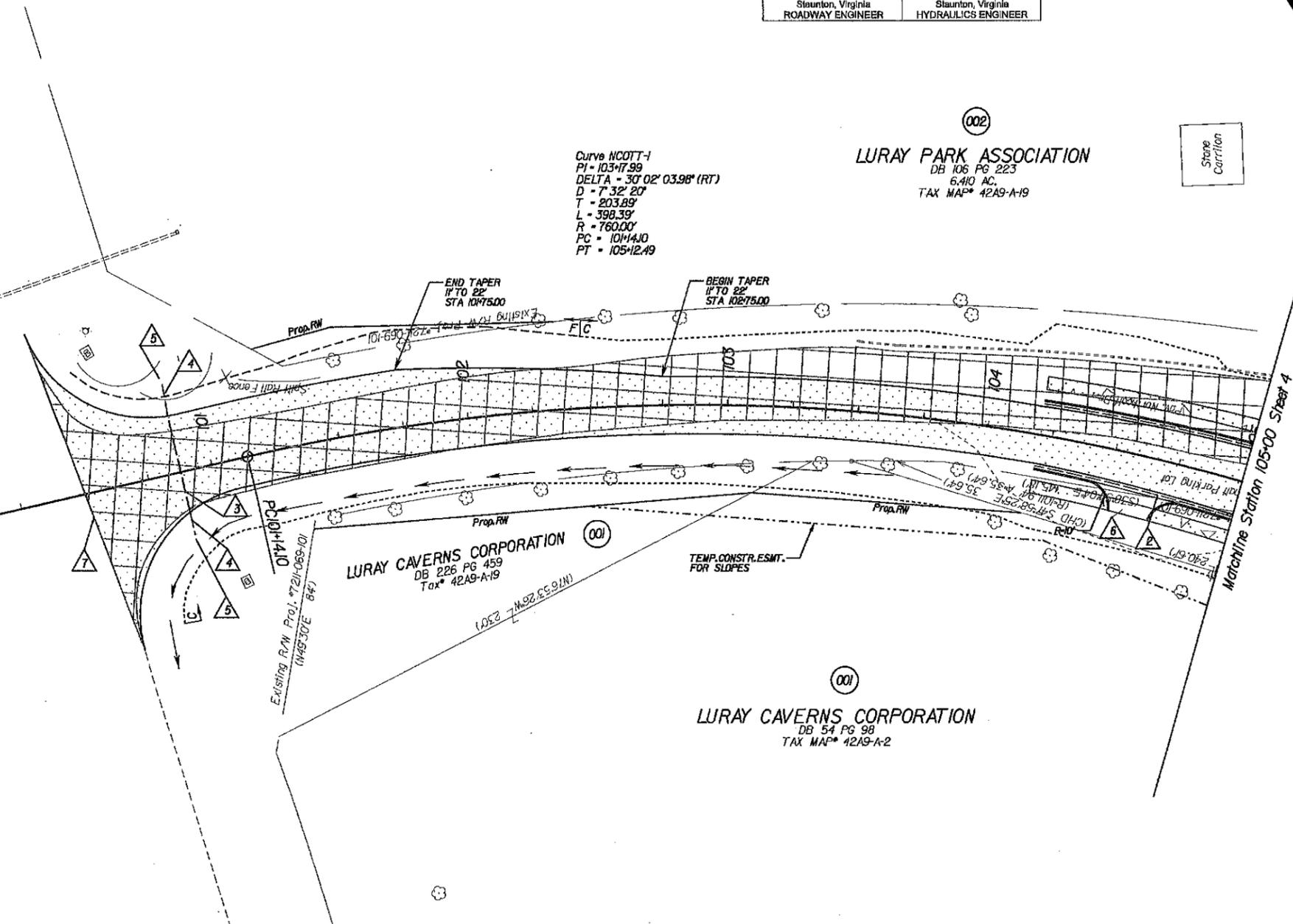
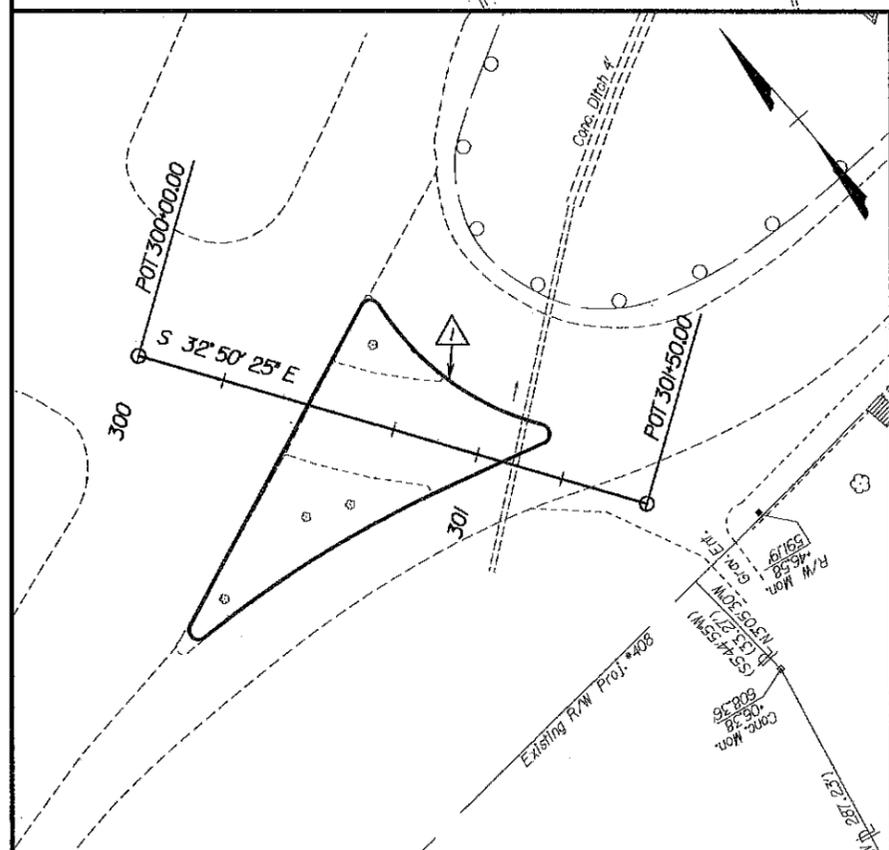
Town of Luray Public Works
45 East Main Street
Luray, VA 22835
Contact: Lynn Mathews
Telephone: 540-743-5511

Curve NCOTY-1
PI = 103+7.99
DELTA = 30° 02' 03.98" (RT)
D = 7' 32" 20"
T = 203.89'
L = 598.39'
R = 760.00'
PC = 101+4.10
PT = 105+12.49

002
LURAY PARK ASSOCIATION
DB 106 PG 223
6.410 AC.
TAX MAP# 42A9-A-19

Stone
Carrion

Begin Road Reconstruction
Sta. 100+00.00 Constr. BL



- NOTES**
- 1) Std. MC-1 Road
 - 2) Std. UD-4 Road
 - 3) Std. CD-2 Road
 - 4) Std. Outlet Pipe Road
 - 5) Std. EW-12 Road
 - 6) Std. 18" CG-9D Entrance Road
 - 7) Sawcut Road
- Denotes Concrete
 - Denotes New Pavement
 - Denotes Demolition of Pavement
 - Denotes Construction Limits in Cuts
 - Denotes Construction Limits in Fills

REFERENCES
(PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

Mainline Profile 3A
Drainage Descr.

R. O. W. PLANS

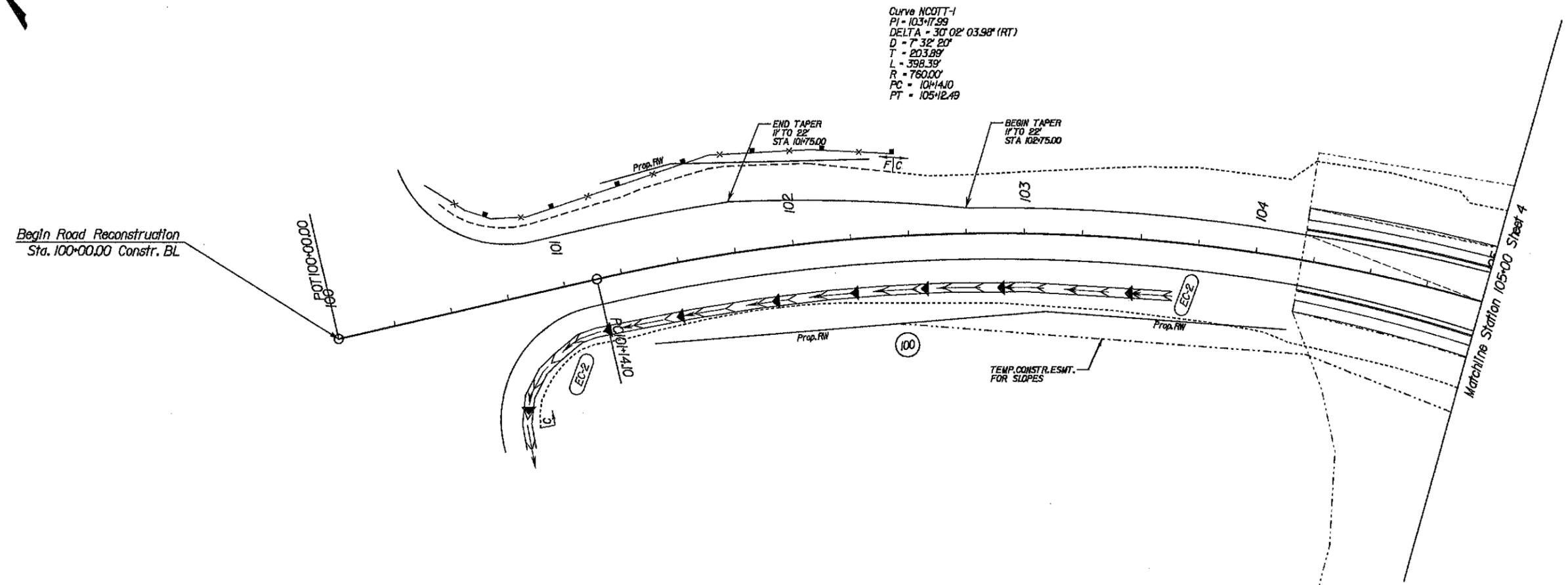
THESE PLANS ARE UNFINISHED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION

PROJECT MANAGER: Gregory, P.E. 540-332-7372 (Staunton)
 SURVEYED BY, DATE: G.S. Watts, VDOT Staunton
 DESIGN BY: Shelby, Hechtler, P.E. 540-332-7793, VDOT Staunton
 SUBSURFACE UTILITY BY, DATE: G.S. Watts, VDOT Staunton

EROSION AND SEDIMENT CONTROL PLAN

REVISED	STATE	ROUTE	STATE PROJECT	SHEET #
	VA.	00	U000-159-183, C501	
DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT				
VDOT Location & Design Staunton, Virginia ROADWAY ENGINEER		VDOT Location & Design Staunton, Virginia HYDRAULICS ENGINEER		

STAUNTON DISTRICT DESIGN UNIT



- LEGEND**
- (TSF) Denotes Temporary Slit Fence, S1'd EC-5 Type A
 - (IP) Denotes Inlet Protection, Type B, S1'd EC-6
 - (EC-2) Denotes Soil Stabilization Mat, Ditch Installation, S1'd EC-2, Type 1
 - (RCD-2) Denotes Check Dam, Type II, S1'd EC-4

REFERENCES
(PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

Mainline Profile 3A
 Drainage Descr.

FIELD INSPECTION

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.

PROJECT MANAGER: Justin Beaver (540) 332-7819 (Staunton)
 SURVEYED BY: DATE G.S. Watts, VDOT - Staunton
 DESIGN BY: Justin Beaver (540) 332-7819 (Staunton)
 SUBSURFACE UTILITY BY: DATE G.S. Watts, VDOT - Staunton

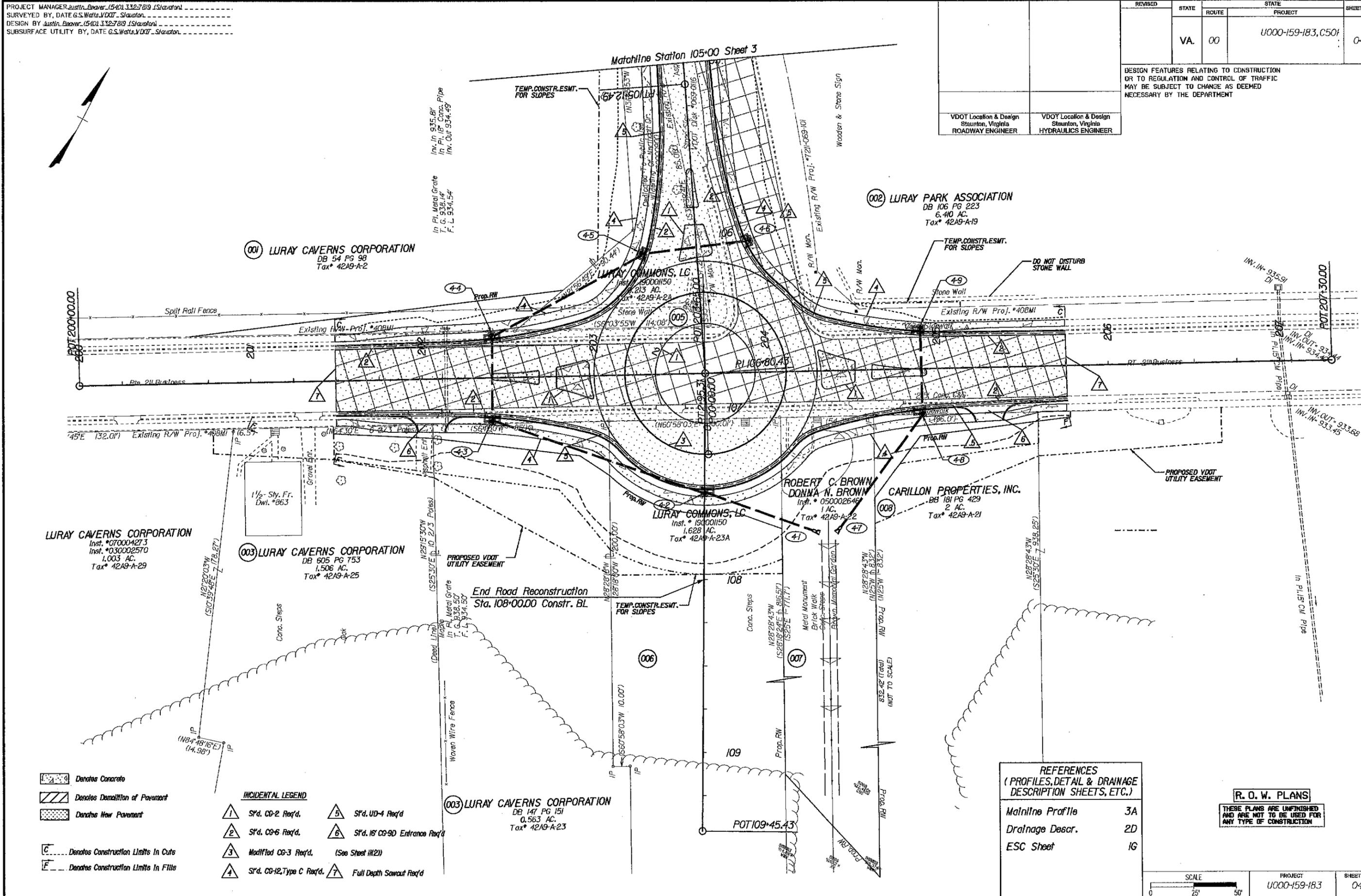
REVISED	STATE	ROUTE	STATE PROJECT	SHEET#
	VA.	00	U000-159-183, C501	04

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

VDOT Location & Design
Staunton, Virginia
ROADWAY ENGINEER

VDOT Location & Design
Staunton, Virginia
HYDRAULICS ENGINEER

STAUNTON DISTRICT DESIGN UNIT



LURAY CAVERNS CORPORATION
 Inst. # 070004273
 Inst. # 030002570
 1.003 AC.
 Tax# 42A9-A-29

003 LURAY CAVERNS CORPORATION
 DB 605 PG 753
 1,506 AC.
 Tax# 42A9-A-25

003 LURAY CAVERNS CORPORATION
 DB 147 PG 151
 0.563 AC.
 Tax# 42A9-A-23

**ROBERT C. BROWN
 DONNA N. BROWN**
 Inst. # 050002646
 1 AC.
 Tax# 42A9-A-22

CARILLON PROPERTIES, INC.
 BB 181 PG 429
 2 AC.
 Tax# 42A9-A-21

- Denotes Concrete
- Denotes Denatification of Pavement
- Denotes New Pavement
- Denotes Construction Limits In Cuts
- Denotes Construction Limits In Fills

- INCIDENTAL LEGEND**
- S'd. CG-2 Req'd.
 - S'd. CG-6 Req'd.
 - Modified CG-3 Req'd.
 - S'd. CG-12, Type C Req'd.
 - S'd. UD-4 Req'd.
 - S'd. 16' CG-9D Entrance Req'd.
 - Full Depth Sawcut Req'd.

REFERENCES
 (PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

Mainline Profile	3A
Drainage Descr.	2D
ESC Sheet	1G

R. O. W. PLANS
 THESE PLANS ARE UNFINISHED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION



Town of Luray, Virginia
Town Council Agenda Statement

Item No: IV-G

Meeting Date: June 23, 2020

Agenda Item: TOWN COUNCIL DISCUSSION
Item VI-G – Monuments Update

Summary: The Town Council is requested receive an update on the status of the monuments located at Reservoir Avenue and East Main Street and at South Broad Street and Campbell Street.

Staff have been working to remove the graffiti from the monuments. Staff has also receive a proposal to sandblast the monuments to remove any remaining paint residue.

Virginia State Code §15.2-1812 provides localities with two options to consider removal of monuments beginning July 1st. A locality can conduct a public hearing following a thirty day advertising period to receive input and then vote to remove, relocate, contextualize, or cover a monument. A locality can also petition the Circuit Court Judge to schedule an advisory referendum on the question of removal of the monuments. The Town Attorney had drafted a resolution for Council to consider requesting a referendum.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LURAY,
VIRGINIA, REQUESTING AN ADVISORY REFERENDUM CONCERNING CERTAIN
MONUMENTS LOCATED UPON PUBLIC PROPERTY**

WHEREAS, two monuments memorializing Confederate soldiers (the “Monuments”) are currently situated upon land owned by the Town of Luray; and

WHEREAS, the Monuments are located at or near the intersection of South Broad Street and Campbell Street, and the intersection of East Main Street and Reservoir Avenue; and

WHEREAS, the possibility of relocating the Monuments has become the subject of public discourse within the Town; and

WHEREAS, the Town Council prefers that any action taken with respect to the Monuments be informed by the views of the Town’s residents; and

WHEREAS, Virginia Code § 15.2-1812(C) provides that the Town may petition the Page County Circuit Court for an advisory referendum concerning whether the Monuments should be relocated.

NOW, THEREFORE, the Town Council of the Town of Luray, Virginia, hereby resolves as follows:

1. Pursuant to Virginia Code § 15.2-1812(C), the Town requests that the Page County Circuit Court order an advisory referendum on the question of whether the Monuments should be relocated from their current locations to a new location to be determined by Town Council.
2. The Town Attorney is authorized and directed to file a Petition, Order, and any other necessary documents with the Page County Circuit Court to effectuate the advisory referendum.
3. This Resolution will 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 a Resolution 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.

VIRGINIA ACTS OF ASSEMBLY -- 2020 SESSION

CHAPTER 1101

An Act to amend and reenact §§ 15.2-1812, 15.2-1812.1, and 18.2-137 of the Code of Virginia and to repeal Chapter 119 of the Acts of Assembly of 1890, relating to war memorials for veterans.

[H 1537]

Approved April 10, 2020

Be it enacted by the General Assembly of Virginia:

1. That §§ 15.2-1812, 15.2-1812.1, and 18.2-137 of the Code of Virginia are amended and reenacted as follows:

§ 15.2-1812. Memorials for war veterans.

A. A locality may, within the geographical limits of the locality, authorize and permit the erection of monuments or memorials for *the veterans* of any war or conflict, or ~~for~~ any engagement of such war or conflict, to include the following ~~monuments or memorials~~: Algonquin (1622), French and Indian (1754-1763), Revolutionary (1775-1783), War of 1812 (1812-1815), Mexican (1846-1848), ~~Confederate or Union monuments or memorials of the Civil War Between the States~~ (1861-1865), Spanish-American (1898), World War I (1917-1918), World War II (1941-1945), Korean (1950-1953), Vietnam (1965-1973), Operation Desert Shield-Desert Storm (1990-1991), Global War on Terrorism (2000-), Operation Enduring Freedom (2001-), and Operation Iraqi Freedom (2003-). ~~If such are erected, it shall be unlawful for the authorities of the locality, or any other person or persons, to disturb or interfere with any monuments or memorials so erected, or to prevent its citizens from taking proper measures and exercising proper means for the protection, preservation and care of same. For purposes of this section, "disturb or interfere with" includes removal of, damaging or defacing monuments or memorials, or, in the case of the War Between the States, the placement of Union markings or monuments on previously designated Confederate memorials or the placement of Confederate markings or monuments on previously designated Union memorials~~ *Notwithstanding any other provision of law, general or special, a locality may remove, relocate, contextualize, or cover any such monument or memorial on the locality's public property, not including a monument or memorial located in a publicly owned cemetery, regardless of when the monument or memorial was erected, after complying with the provisions of subsection B.*

B. *Prior to removing, relocating, contextualizing, or covering any such publicly owned monument or memorial, the local governing body shall publish notice of such intent in a newspaper having general circulation in the locality. The notice shall specify the time and place of a public hearing at which interested persons may present their views, not less than 30 days after publication of the notice. After the completion of the hearing, the governing body may vote whether to remove, relocate, contextualize, or cover the monument or memorial. If the governing body votes to remove, relocate, contextualize, or cover the monument or memorial, the local governing body shall first, for a period of 30 days, offer the monument or memorial for relocation and placement to any museum, historical society, government, or military battlefield. The local governing body shall have sole authority to determine the final disposition of the monument or memorial.*

C. *A locality may, prior to initiating the provisions of subsection B, petition the judge of a circuit court having jurisdiction over the locality for an advisory referendum to be held on the question of the proposal to remove, relocate, contextualize, or cover any monument or memorial located on the locality's public property. Upon the receipt of such petition, the circuit court shall order an election to be held thereon at a time that is in conformity with § 24.2-682. The ballots shall be prepared, distributed, and voted, and the results of the election shall be ascertained and certified, in the manner prescribed by § 24.2-684.*

D. *The governing body may appropriate a sufficient sum of money out of its funds to complete or aid in the erection, removal, relocation, contextualizing, or covering of monuments or memorials to the veterans of such wars or conflicts, or any engagement of such wars or conflicts. The governing body may also make a special levy to raise the money necessary for the erection or completion of any such monuments or memorials, or to supplement the funds already raised or that may be raised by private persons, Veterans of Foreign Wars, the American Legion, or other organizations. It may also appropriate, out of any funds of such locality, a sufficient sum of money to permanently care for, protect, and preserve such monuments or memorials and may expend the same thereafter as other funds are expended.*

§ 15.2-1812.1. Action for damage to memorials for war veterans.

A. ~~If any monument, marker or memorial for war veterans as designated in §§ § 15.2-1812 and 18.2-137 is violated or encroached upon~~ *damaged or defaced, an action for the recovery of damages may be commenced by the following as follows:*

1. For a publicly owned monument, ~~marker~~ or memorial, *such action may be commenced against a person other than a locality or its duly authorized officers, employees, or agents* by the attorney for the locality in which it is located; ~~or, if no such action has commenced within sixty days following any such violation or encroachment, by any person having an interest in the matter with the consent of the governing body or public officer having control of the monument or memorial;~~ and

2. For a privately owned monument, ~~marker~~ or memorial *on a locality's public property, such action may be commenced* by the private ~~organization, society or museum~~ that owns it or any member of such ~~organization, society or museum~~ owner of such monument or memorial. No locality or its officers, employees, or agents shall be liable for damages pursuant to this section when taking action pursuant to § 15.2-1812 except for gross negligence by a duly authorized officer, employee, or agent of the locality.

Damages may be awarded in such amounts as necessary for the purposes of rebuilding, repairing, preserving, and restoring such memorials or monuments to ~~preencroachment condition~~. Damages other than those litigation costs recovered from any such action shall be used exclusively for said purposes.

B. Punitive damages may be recovered for reckless, willful, or wanton conduct resulting in the defacement of, malicious destruction of, unlawful removal of, or placement of improper markings, monuments, or statues on memorials for war veterans.

C. The party who initiates and prevails in an action authorized by this section shall be entitled to an award of the cost of the litigation, including reasonable ~~attorney's~~ attorney fees. The provisions of this section shall not be construed to limit the rights of any person, organization, society, or museum to pursue any additional civil remedy otherwise allowed by law.

§ 18.2-137. Injuring, etc., any property, monument, etc.

A. If any person unlawfully destroys, defaces, damages, or removes without the intent to steal any property, real or personal, not his own, or breaks down, destroys, defaces, damages, or removes without the intent to steal, any monument or memorial for war veterans, *not his own*, described in § 15.2-1812; any monument erected for the purpose of marking to mark the site of any engagement fought during the Civil War between the States, or for the purpose of designating any memorial to designate the boundaries of any city, town, tract of land, or any tree marked for that purpose, he shall be guilty of a Class 3 misdemeanor; provided that the court may, in its discretion, dismiss the charge if the locality or organization *that owns or is* responsible for maintaining the injured property, monument, or memorial files a written affidavit with the court stating it has received full payment for the injury.

B. If any person *who is not the owner of such property* intentionally causes such injury, he shall be *is* guilty of (i) a Class 1 misdemeanor if the value of or damage to the property, memorial, or monument is less than \$1,000 or (ii) a Class 6 felony if the value of or damage to the property, memorial, or monument is \$1,000 or more. The amount of loss caused by the destruction, defacing, damage, or removal of such property, memorial, or monument may be established by proof of the fair market cost of repair or fair market replacement value. Upon conviction, the court may order that the defendant pay restitution.

2. That Chapter 119 of the Acts of Assembly of 1890 is repealed.

3. That nothing in this act shall apply to a monument or memorial located on the property of a public institution of higher education within the City of Lexington.

4. That the Board of Historic Resources shall promulgate regulations governing the manner in which any monument or memorial may be contextualized pursuant to the provisions of this act.