Agenda
Scheduled Meeting
Louisa Town Council
212 Fredericksburg Avenue, Louisa, Virginia
Tuesday, October 20, 2020

6:00 pm Convene Regular Session
Invocation
Pledge to the Flag
Business from the Floor

This section of the Council meeting provides citizens the opportunity to discuss matters, which are not listed on the printed agenda. Any person wishing to bring a matter to the Council's attention under this section of the agenda should: (1) State their name and address; (2) State the matter that they wish to discuss and what action they would like the Council to take. When appropriate or if requested, we will respond to direct questions in writing. Please limit comments to 3 minutes or less.

Consent Agenda

Meeting Agenda Approval
Consideration of Accounts and Appropriations
Approval of Minutes
Sale of Cemetery Lots

Presentation

1. Police Department Service Awards

New Business

1. Discussion/Action – Louisa Arts Center/The Point Lease
2. Discussion/Action – Voting at the Louisa Arts Center
3. Discussion/Action – Rockland Rentals, LLC. and Claybrooke Farm, LLC – Lease Agreement
4. Discussion/Action – Maturing Certificates of Deposit
5. Discussion/Action – CARES Act Funding Request
6. Discussion/Action – Special Event Permits (Louisa Baptist Church/New Life Community Church)
7. Discussion/Action – Cemetery Committee Citizen Appointments
8. Discussion/Action – John J. Jones, Access Road Name Resolution

Standing Committee Reports

Water and Sewer Committee
Legal Matters Committee

Staff Reports

Police Chief
Legal Council
Clerk/Treasurer
Town Manager

Closed Session

Consider in closed session, in accordance with the Virginia Code & Freedom of Information Act.

Comments by Members of Town Council

Adjournment

October 20, 2020
6:00pm
Convene Regular Session

Consent Agenda

Meeting Agenda Approval

Consideration of Accounts and Appropriations

Approval of Minutes:
September 15, 2020

Sale of Cemetery Lots

Deposit Account Balances

As of September 30, 2020

Institution Name	Treasurer's Fund Account Number	Balance	Maturity Date (if applicable)	Date of Next Interest (if applicable)	Interest Rate (if applicable)
Operating Account (All Funds - General 100, Police Asset Forfeiture 102, Water 501, Sewer 502 and Hillcrest 702)					
Blue Ridge Bank	999 103 0008	$ 481,476.50	N/A	N/A	N/A
General Fund (100)					
LGIP	999 105 0001	$ 330,706.50	N/A	Monthly	0.258%
LGIP **(Oakland Cemetery)**	999 105 0002	$ 46,683.64	N/A	Monthly	0.258%
Blue Ridge Bank - Savings Account	999 103 0017	$ 298,119.72	N/A	Quarterly	0.300%
Blue Ridge Bank - Money Market Account	999 103 0009	$ 10,828.57	N/A	Monthly	0.100%
General Fund - Total		$ 686,338.43			
Water Fund (501)					
LGIP	999 105 0003	$ 704,377.76	N/A	Monthly	0.258%
Blue Ridge Bank - Savings Account	999 103 0018	$ 10,052.61	N/A	Monthly	0.100%
Water Fund - Total		$ 714,430.37			
Sewer Fund (502)					
LGIP	999 105 0005	$ 323,720.08	N/A	Monthly	0.258%
Bank of Essex - Checking Account	999 108 0006	$ 1,425.26	N/A	N/A	N/A
Sewer Fund - Total		$ 325,145.34			
Hillcrest Cemetery Fund (702)					
LGIP	999 105 0004	$ 4,230.17	N/A	Monthly	0.258%
Bank of Essex - Certificate of Deposit	999 108 0016	$ 250,100.56	4/21/2021	12/21/2020	0.450%
Bank of Essex - Certificate of Deposit	999 108 0001	$ 209,136.10	10/18/2020	10/18/2020	2.430%
Hillcrest Fund - Total		$ 463,466.83			

Total Cash on Deposit (All Institutions)	$ 2,670,857.47

Total Cash on Deposit at Blue Ridge Bank	$ 800,477.40
Total Cash on Deposit at Bank of Essex	$ 460,661.92
Total Cash on Deposit at LGIP	$ 1,409,718.15

Subject to Maturity

TOWN OF LOUISA

Preliminary Bill List for Town Council Meeting - October 20, 2020

VENDOR NAME	GENERAL FUND	WATER FUND	SEWER FUND	HILLCREST FUND	TOTAL
Advanced Network Systems	587.71				$ 587.71
Aqua-Air Laboratories, Inc.		405.00			$ 405.00
Automated Office Systems	99.00				$ 99.00
AutoZone, Inc.	10.83				$ 10.83
Blue Ridge Bank (Visa)	1,814.70				$ 1,814.70
Central Virginian	542.84				$ 542.84
Cintas	92.96	92.96	92.96		$ 278.88
County of Louisa, Landfill	1,877.76				$ 1,877.76
CPI, Inc.	180.00				$ 180.00
Crystal Springs	16.20				$ 16.20
Cyberbility	249.95				$ 249.95
Dewberry			1,768.00		$ 1,768.00
Galls	1,242.04				$ 1,242.04
Hefty, Wiley & Gore, P.C.	3,500.00				$ 3,500.00
Intrastate Pest	90.00				$ 90.00
Itron, Inc.		3,744.00			$ 3,744.00
J.S. Purcell Lumber, Corp	10.08		26.66		$ 36.74
Kenny's Central Tire & Auto	76.00				$ 76.00
Lloyd's Heating & Cooling	1,135.00				$ 1,135.00
Louisa Auto Parts, Inc.	4.84				$ 4.84
Louisa County Water Authority		23,488.76	47,464.50		$ 70,953.26
Louisa Hardware	103.42	22.02	22.01	122.94	$ 270.39
Mansfield	1,089.53	36.33	36.33		$ 1,162.19
MoJohns	52.00				$ 52.00
North Star Press	255.00				$ 255.00
Ricoh USA, Inc.	265.16				$ 265.16
Shirley Harris	84.00				$ 84.00
The Police & Sheriffs Press	17.55				$ 17.55
Tri-State Utilities, LLC			190,356.81		$ 190,356.81
Unifirst	134.96				$ 134.96
Updike Industries, Inc.	6,291.78				$ 6,291.78
Virginia Utility Protection Services, Inc.		40.95			$ 40.95
WBBI, Inc.	124.56				$ 124.56
Witmer Public Safety	126.00	-			$ 126.00
TOTALS:	20,073.87	27,830.02	239,767.27	122.94	$ 287,794.10

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members

From: Jessica Ellis, Treasurer

Date: October 15, 2020

Re: Budget to Actual Comparison Spreadsheet

Comments: **The Council Packet for October 2020 does not contain a Budget to Actual Comparison Spreadsheet. This report is inaccurate for the September 2020 accounting period due to ongoing fiscal year end and audit procedures. We received Robinson, Farmer, Cox Associates final review on Tuesday, October 13th and have been working on journal entries and reports to complete the year end close. A Budget to Actual Comparison Spreadsheet should be available for the Supplemental Packet on Tuesday, October 20th.**

Town of Louisa
Monthly Meeting
September 15, 2020

Please note that this meeting is being held by all-electronic means with no physical quorum of council members assembled together and no staff or members of the public assembled together. This meeting is being conducted pursuant to Va. Code 2.2-3708 (A) 3 as authorized when the Governor has declared a state of emergency in accordance with Va. Code § 44-146.17, provided that (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location and (ii) the purpose of the meeting is to address the emergency.

Present: Jessie Lassiter, Vice-Mayor; A. Daniel Carter, Bud Dulaney, John J. Purcell IV, Sylvia Rigsby, Council members; Jeff Gore, Legal Counsel; Elizabeth T. Nelson, Town Manager; Jessica M. Ellis, Clerk/Treasurer; Tom Leary, Chief of Police

Absent: R. Garland Nuckols, Mayor

Also in Attendance:

All copies, including: reports, handouts, and documents can be found following the minutes.

Vice-Mayor Lassiter called the Louisa Town Council meeting to order at 6:04 p.m.

BUSINESS FROM THE FLOOR

None.

CONSENT AGENDA

Council member Dulaney requested the following additions to the minutes on page 2: that Ms. Rigsby be added as a participant in the parklet discussion regarding how long the parklet program would run; and add that Chief Leary is in favor of the parklet program.

Vice-Mayor Lassiter and Mrs. Nelson requested the addition of item no. 6 under New Business: Parade/Demonstration permit.

Council member Dulaney made the motion to approve the agenda. Council member Purcell seconded the motion. The vote went as follows: 4-0 in favor.

OLD BUSINESS

None.

NEW BUSINESS

1) Discussion/Action: Hillcrest Cemetery

Mrs. Nelson reported on the current state of the cemetery – specifically speaking of the tall grass and cutting schedule. Mrs. Nelson noted the many complaints, but also noted the wet weather conditions and how short staffed the Public Works Department has been over the past few months. Mrs. Nelson stated that in order to help public works, to allow them to focus on other areas of town that need addressing, she posted a request for bids for assistance with cutting Hillcrest every other week through the rest of the cutting season. Mrs. Nelson stated that the lowest bid came in at $1475.00; and that funds will have to be appropriated in the FY2020-21 budget to cover the expense via the Hillcrest Perpetual Care fund. She noted that the appropriation would not exceed $10,000.00.

Council member Purcell spoke stating that he was not in favor of using funds from perpetual care – that he would prefer that those funds continue to grow so that when all lots are sold and there is no more money coming in from sales that those funds will still be there (with interest) to help maintain the cemetery. He stated that he realized the cemetery does not look its best, but that we are going through unprecedented times and would hope that people would understand and allow our crew time to catch up without the extra expense.

Council members Carter and Dulaney stated that they understood where Mr. Purcell's concern, however they would like to see the cemetery cut more frequently – as that is what people pay for and

expect.

Council member Dulaney then made the motion to approve the budget appropriation from the Hillcrest Cemetery Perpetual Care fund not to exceed $10,000. Council member Carter seconded the motion. The vote went as follows: Dulaney, for; Rigsby, for; Purcell, against; Carter, for (3:1 in favor).

2) Discussion/Action: Appointment of Zoning Administrator

Mrs. Nelson stated that Brad Humphrey previously served as the Zoning Administrator for the town while in the Project Manager's position, and since his departure in July, we've not yet filled that position. She went on to explain that town code requires the appointment of a Zoning Administrator, and that the Town Manager is to serve as the administrator in the interim, therefore Council will need to make that appointment.

Council member Carter made the motion to appoint Mrs. Nelson as the Zoning Administrator. Council member Purcell seconded the motion. The vote went as follows: 4-0 in favor.

3) Discussion/Action: Claybrooke Farm, LLC – Lease Agreement

Mrs. Nelson spoke of Claybrooke Farm's request to sub-lease the lot located between 217 E. Main St. and 209 E. Main St. owned by Rockland Rentals, LLC. Mrs. Nelson explained that John Carroll, owner of Claybrooke Farm, would like sell Christmas trees on the lot this year as he has done in years past. Mrs. Nelson stated that a lease agreement was included in the packet for Council's approval.

Council member Dulaney questioned why the lease stated that the town's EDA would be receiving the funds from the rental. Mrs. Nelson responded saying that she created the new lease based off of a lease agreement with Claybrooke Farm from a few years ago, and in that lease, the EDA was the recipient of the funds. Mr. Dulaney stated that when the town was using the lot for a farmer's market, the EDA

received the payments, however the town has not run a farmer's market from that location for a few years. Mr. Dulaney then questioned if the town still had a lease with the landowner and if we were using the property. Mrs. Nelson replied that she could not locate a recent lease with the landowner and added that, at this time, the Public Works Department maintains the property and the Arts Center displays signage for upcoming events. Mr. Dulaney then stated that if the town does not use the property/have a valid lease, then he felt the lease agreement should be between Claybrooke Farm and Rockland Rentals, LLC.

Mr. Dulaney and members of Council requested that Mrs. Nelson and Mr. Gore look further into the matter and bring it back for discussion/consideration at the October meeting.

4) Discussion/Action: Maturing Certificates of Deposit

Mrs. Nelson reported that the town has two certificates of deposit with Essex Bank ($153,418.26 and $105434.05) that will be maturing this month – both are Hillcrest Fund certificates. Mrs. Nelson stated that she recommends consolidating the funds and reinvest with a single certificate at Essex Bank with a 12 month term (.40%APR/.40APY). Mrs. Nelson noted that the new certificate balance will be less the funds appropriated for the contract cutting of Hillcrest – as discussed and approved earlier in the meeting.

Council member Rigsby questioned why we'd consolidate the funds and noted the associated penalties to withdraw funds if needed. Mrs. Nelson responded that we currently have a three CDs with Essex Bank, and that the third CD will be maturing next month, so there will still be two CDs there and noted that with also have funds invested with LGIP that are liquid should the town need quick access.

Council member Rigsby made the motion to consolidate and reinvest the two CDs with Essex Bank for 12 months (.40%APR/.40APY). Council member Dulaney seconded the motion. The vote went as follows: Carter, abstain; Rigsby, for; Purcell, for; Dulaney, for.

5) Discussion/Action: John J. Jones Years of Service Resolution

Mrs. Nelson reported that as of September 1, 2020, John Jones has been an employee with the town for 50 years. Mrs. Nelson stated that the town is planning to hold a reception for him on Saturday, September 26, 2020. Mrs. Nelson then read the drafted resolution of service aloud for Council's consideration.

Council member Dulaney made the motion to adopt the resolution of service for John Jones. Council member Carter seconded the motion. The vote went as follows: 4-0 in favor.

6) Discussion/Action: Parade/Demonstration Permit

Mrs. Nelson referred to the application in the supplemental packet submitted by Robin Horne, Chairman of the Louisa Republican Committee. Mrs. Nelson explained that Ms. Horne has planned a "Back the Blue" demonstration for Saturday, September 27, 2020 from 2-4pm wherein Ms. Horne is expecting approximately 200 people to attend. Mrs. Nelson went on the state that the event will start at the fireman's fairground on Fredericksburg Ave. and travel by foot (and ATV for those with disabilities) to Main Street where they will cross over to Rosewood Ave. (via assistance from the Louisa County Sheriff's Department) and on to the Louisa County Sheriff's Office for a ceremony. At the close of the ceremony, attendants will return to the fairgrounds via the same route. Mrs. Nelson noted that Ms. Horne has been coordinating the event with Sheriff Lowe and the Louisa County Sheriff's Department will be providing traffic and crowd control and have not asked the Town of Louisa Police to assist, but have requested that they attend the event to be recognized. Mrs. Nelson stated that Chief Leary was contacted in regards to the event and invitation. Mrs. Nelson also noted that there will be no road closures during this event.

Council member Dulaney made the motion to approve the parade/demonstration permit. Council member Purcell seconded the motion. The vote went as follows: 4-0 in favor.

STANDING COMMITTEE REPORTS

Mrs. Nelson reported that there have been no committee meetings since Council last met, however she had a couple items to note:

- Council member Rigsby joined staff for the yearly exit meeting with our auditors (Robinson, Farmer, and Cox) on Friday.
- We believe the water tank on Hollyhurst Lane was struck by lightning in a recent storm and has stopped functioning properly. The tank will be drained tomorrow (9/16) to inspect for problems and for routine maintenance.
- The Arts Center will not be hosting the Silver Tie Gala this year due to the pandemic, but have opted to hold another fundraising event, the "Masked Music Mixer", which will be hosted outside on the Town Hall/Arts Center campus using tents which will allow for proper social distancing. The event is planned for Saturday, October 3, 2020.

Chief Leary then spoke making mention of the following:

- The Chief noted that law enforcement across the country has experienced a great deal this year, and even though times have been tough, the members of our department continue to show up daily and work diligently for our community.
- The Chief stated that the mental health crisis is forefront with the department, and staff members are being trained to assist those in such situations.
- Officer Taylor recently had a flat tire on her cruiser and a local citizen stopped to assist her. The good deed has been featured on social media.
- Two new officers have joined the department: Julius Morton and Travis Williams. The department is now at full staff.
- The department continues to work on accreditation; attending community events; and is looking into finding a new vendor to change over the current data system.

Council member Dulaney then took a moment to speak of the

accreditation process and commended the Chief for moving forward, and spoke of the department now being back up to full staff.

Chief Leary thanked the Police Committee and Council for all of their support.

COMMUNICATIONS

None.

ADJOURNMENT

Council member Carter made the motion to adjourn the meeting at 6:48 p.m. Council member Purcell seconded the motion.

_____ _____

Mayor Clerk

This Deed, made and entered into this 9th day of October, 2020, by and between THE TOWN OF LOUISA, a municipal corporation, located in the County of Louisa, Virginia, party of the first part, and Grantor ;

Kellye B. & K. Michael Throckmorton,

party of the second part, and Grantee(s); WITNESSETH:

That for and in consideration of the sum of $ 1600.00 cash in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, and by virtue of a resolution of the Town Council of the Town of Louisa, Virginia, duly passed by said council at a meeting of the said council duly held on the 20th day of October, 2020, authorizing this conveyance, the said party of the first part has bargained and sold and by these presents doth grant and convey, with Special Warranty of Title, unto the said party of the second part, subject to the conditions and restrictions hereinafter set forth, all that certain lot in "Hillcrest Cemetery" designated as Lot No. 809, spaces 3 & 4 on a certain map and plan of said cemetery made by W.R. Shank, dated October, 1973, and recorded in the Clerk's Office of Louisa County in Plat Book 8, page 51; and being part of the same property conveyed to the party of the first part by deed from Lawrence F. and Nellie Fleshman, recorded in said office in Deed Book 116, page 417; and reference is hereby made to said plat recorded as aforesaid for a more accurate description of said lot.

Prepared by Town of Louisa

It is covenanted and agreed upon by and between the said parties that the said lot is conveyed to be used solely by the said party of the second part and his or her successors in title as a burial ground; and that the said lot is conveyed subject to the following conditions and restrictions, which shall forever run with the lot:

1: That the said party of the second part and his or her successors in title to said lot, are to hold the title to same subject to all the rules, regulations and restrictions heretofore or which may be hereinafter made by the Town Council of said town governing the section in which the said lot is located;

2: That a permit for the interment of any body or bodies in said lot, whether by an undertaker or a private party, must be secured from the Clerk of said town before such interment may be made;

3: A permit for the erection of any monument, stone or marker, or the planting of any tree, shrub or plant in said lot, must be secured from the Clerk of said town before erecting or planting same; and the number and size of any monuments, stones and markers, and the number of trees, shrubs or plants to be placed in said lot, shall be subject to the rules and regulations made by the committee in charge of said cemetery;

4: That neither the said party of the second part, nor his or her successors in title shall erect, raise or construct, or cause to be erected, raised or constructed any fence or curbing in or around said lot; nor mound, terrace or change the said lot from its present condition, or cause the same to be mounded, terraced or raised from its present condition, or to make such change in any grave located or to be hereafter located in said lot.

5: That any conveyance of said lot or any part thereof shall be made by deed indenture in which all of the above restrictions and conditions shall be set out, and which said deed shall be signed by the grantee therein.

6: In consideration of the purchase price paid for said lot, the said party of the first part covenants and agrees to and with the said party of the second part that it will perpetually maintain and properly care for said lot.

7: No transfer of burial rights whether by will or by intestacy shall be effective until noted on the cemetery records at the Town Office of the Town of Louisa.

8: There is hereby reserved unto the Town a right of first refusal to repurchase the lot herein conveyed, if the Grantee(s) determine to sell the same, at the same purchase price as said Grantee(s) paid the Town, or the Town's then current selling price for lots, whichever shall be greater. No deed of conveyance, or other instrument of conveyance, of any such lot by any owner shall be deemed effective to transfer ownership of said lot, unless and until the Town shall execute said deed waiving its right of first refusal herein reserved.

Presentations

1. Police Department Service Awards

New Business

1. Discussion/Action – Louisa Arts Center/The Point Lease
2. Discussion/Action – Voting at the Louisa Arts Center
3. Discussion/Action – Rockland Rentals, LLC. and
   Claybrooke Farm, LLC – Lease Agreement
4. Discussion/Action – Maturing Certificates of Deposit
5. Discussion/Action – CARES Act Funding Request
6. Discussion/Action – Special Event Permits
   (Louisa Baptist Church/New Life Community Church)
7. Discussion/Action – Cemetery Committee Citizen Appointments
8. Discussion/Action – John J. Jones, Access Road Name Resolution

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members

From: Liz Nelson, Town Manager

Date: October 15, 2020

Re: Louisa Arts Center Long Term Rental Request

Comments: The Louisa Arts Center would like to enter into a long-term rental agreement (draft attached) with The Point Church. After discussion at the August 2020 meeting, and approval upon Town Manger and Legal Council's review, it is recommended that Council further discuss the use of Town space as requested by the Arts Center. This rental, being outside of the scope of their standard rentals, and the current lease agreement with the Arts Center, may create conflicts with issued guidelines for the use of the space.

Action/Discussion:

Discussion and Amended Approval

RENTAL AGREEMENT 2020

This Rental Agreement is made on **21 July 2020** between the Lessee, **The Point Church** and The Louisa Arts Center ('the Center').

Date rental required: **5 July 2020 and each Sunday until further notice at** 8am – 2pm **(if Lessee's equipment left in the Center from the previous week) or** 7am – 2pm **(if set up required)**

Lessee support to Center: The Lessee will work with the Center to provide sound and light equipment and technical support where possible for the Center's season performances throughout the year

This Agreement will be reviewed every 6 months, the next date being in January 2021. Both the Lessee and the Center can cancel this Agreement by giving 3 months' notice to the other party

List below all facilities required:

Ground Floor - Theatre, Gallery, Foyer, Terrace. First Floor - Council Chamber. Second Floor - Art room and Conference – this will also include overnight storage of equipment set up in the Theatre after each date by agreement if the facility is not being used by the Center in between the rental dates.

Exceptional requirements during the COVID-19 pandemic

Lessee will carry out the following measures at ALL rental dates in this Agreement to ensure the safety of their staff, volunteers and patrons as well as the Center staff:

1. Provide a Certificate of Insurance naming the Center and the Town as co-insured for liability purposes
2. Signage will be posted at the entrance that states no one with a fever or symptoms of COVID-19 or known exposure in the prior 14 days is permitted in the establishment
3. Public health reminders will be posted with options for high risk individuals
4. Doors will be opened for attendees to minimize touching as much as possible
5. Attendees will be seated 6-ft apart with family members allowed to sit closer together

6. Attendance will not exceed 50% of the lowest occupancy load on the certificate of occupancy of the room or facility

7. No items will be passed between attendees (contactless)

8. Social-distancing measures will be in place

9. Staff and volunteers will wear face-coverings, and encourage attendees to do so too

10. No food/beverages will be offered during the Governor's Phase 1 and possibly beyond

11. A thorough cleaning will be carried out before and after every service

12. There will be no paper handouts during Phase 1 and possibly beyond

13. Youth and childcare services will be suspended under Phase 1 and possibly beyond

LOUISA ARTS CENTER USE POLICIES:

- The Lessee is responsible for the total cost of any damage to the building or equipment.
- **NO SMOKING** in the building. Smokers outside must dispose of litter cleanly and safely.
- The Lessee is responsible for returning the property to the condition in which it was found.
- Spills should be damp mopped. All center items, to include but not limited to: tables, theater stationary seats, portable chairs, sound equipment, lighting equipment, the piano and bench, dressing room and green room equipment must be protected from damage.
- The Lessee will be charged for any disorder in the bathroom exceeding normal use.
- Trash in all rented areas must be collected, tied securely and deposited in trashcans inside the kitchen door and can lids secured.
- **NO FOOD OR BEVERAGES** except for water are permitted in the theater. Staff will strictly monitor this.
- Use of the Center's equipment without permission from the Executive Director is prohibited.
- Removal of the Center's equipment is prohibited.
- Removal of the artwork from its exhibit area in the Purcell Gallery and Center lobby is prohibited.
- **NO taping, stapling, nailing, tacking, or hanging of anything on the walls** anywhere in the Center. The decorating plan is to be provided in advance of the event setup.
- **No open flames or smoking are allowed inside the Center.** The caterer may use sterno to heat food. Candles are prohibited throughout the Louisa Arts Center.
- **ONLY Engineers approved by the Executive Director can run the video, sound or lighting.** Food and beverages are not permitted near the equipment.
- The Lessee must notify the Center's Executive Director 2 weeks prior to the event if there will be a need for the handicap ramp to be available for access from the audience seating area to the stage.
- The Louisa Arts Center reserves the right to review all copy and approve all forms of advertising or publicity in which the Louisa Arts Center name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and the User agrees to indemnify and hold the Louisa Arts Center harmless from and against any claims to the contrary.
- **Alcoholic Beverages: If alcohol is being served, the Lessee must secure their own ABC license for the event from the Virginia Department of Alcohol Beverage Control. In addition, a Louisa Arts Center ABC Manager must be on-duty if alcoholic beverages are being served.** The manager will monitor the event, including requesting ID of individuals for proof of meeting the legal age for drinking. In the event that a function is held at the Center and it is discovered that persons under the legal age are consuming alcohol, a representative of the Center has the authority to close down the function immediately. The Center reserves the right to ask disorderly guests to leave, and if the behavior persists, the police may be called.

- **The Caterer should be licensed in handling food. The Caterer's license must be present and available for inspection on the day of the event. The Caterer's name and contact information will be provided below and must be provided, at a minimum, three weeks prior to the event.** The

- Center's kitchen is licensed as a catering kitchen, not for full cooking on the premises. Food for this event must be disposed of and cleared from the premises. The Lessee understands and agrees that the Louisa Arts Center and the Louisa Downtown Development Corporation are not to be held responsible or accountable for: the condition of any food or beverages prepared for the said event that are brought on or taken off the premises; nor for the welfare of anyone who consumes said food or drink. The Louisa Arts Center and the Louisa Downtown Development Corporation and staff are waived of any damages occurring to anyone who caterers an event at the Louisa Arts Center, all event attendees who consume food or drink while at the Louisa Arts Center, or who choose to remove food or drink from the Louisa Arts Center for consumption.

Caterer Company	
Contact Name	
Address	
Phone Number	
Email	

- No animals are allowed inside the Center, with the exception of service dogs. Please notify the Center's Executive Director in advance.

- Parking is available in the parking lot. No parking is allowed in the fire lane, or towing will be enforced. For unloading and loading purposes, vehicles may be brought up to the curb for a short time, not blocking the entrance path, but must be moved immediately after unloading and loading the vehicle and parked in the lot. The loading dock can be used for the Theatre, but the same consideration and safety policies apply in moving vehicles away from the building after unloading and loading.

- Sale of Merchandise and Concessions: If any merchandise or concession is sold by the Lessee the Center will receive 20% of total sales.

- Checkout: the Lessee's authorized person must not leave the Center until all check out procedures are complete. The Center must be returned to its original condition, as it was prior to the event. All Center belongings, including kitchen supplies, sound or theatre equipment must be accounted for on an inventory list. All decorations, catering supplies, food and beverage, personal belongings must be removed. Bathrooms must be left in a decent condition. Trash must be emptied from inside trash cans and placed in the dumpster outside. The Lessee's authorized person and the Center's authorized person are the last to leave the building.

- Items cannot be left at the Center, due to limited space and interference with other events and general business. Failure to comply with checkout procedures may result in the loss of the security deposit and additional fees may be incurred.

The Lessee acknowledges that the Louisa Arts Center is a non-profit organization and hereby agrees to reimburse and save harmless the Center from any and all charges or allegations of negligence resulting from the landlord and tenant relationship under this lease. (Refer to your personal homeowner's or business policy for insurance coverage for this special event at the Louisa Arts Center.)

By signing this contract, Lessee is stating that they understand and agree with the above conditions and terms of this agreement. No changes can be made on this document without both parties' knowledge and signature.

Signature of Designated Responsible Person for Lessee	Date		
Print Name	Organization		
Street Address	City	State	Zip
Email	Work		
	Mobile		
Karen Welch – Executive Director Louisa Arts Center Representative and Title	**21 July, 2020** Date		

Louisa Arts Center Contact Information:

Karen Welch, Executive Director – ExecutiveDirector@LouisaArts.org
Ann Wren, Finance Manager – financemanager@louisaarts.org

Phone Numbers: 540-967-2200 (Main Line) and 540-967-5200 (Box Office)
Physical Address: 212 Fredericksburg Avenue, Louisa, VA 23093
Mailing Address: P.O. Box 2119, Louisa, VA 23093

For office use: Paid by check # _____ , dated _____ , ck# _____ dtd ____
Non-profit group? _____

Credit Card: type _____ # _____ Exp _____ 3 digits ___

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members

From: Liz Nelson, Town Manager

Date: October 15, 2020

Re: Louisa Arts Center and Early Voting

Comments: The Louisa Arts Center will allow The County of Louisa to use their Gallery Space for Early Voting in the November 2020 election (as discussed at the February Town Council Meeting). The County has set guidelines (attached) and will impose them at the Arts Center location with the assistance of the Louisa County Registrar and Electoral Board. The County set up parking spaces for each party to campaign and distribute materials, however the grassy area between the two parking lots will be designated in lieu of the parking spaces on Campus to ensure that equitable access is provided. These guidelines have been reviewed by Town Legal Council and The Arts Center Director with no concerns. Council will need to take no action in this matter unless there are any concerns as they apply to the Town Hall Campus.

Louisa County Campaigning Policy for Early Voting

The Louisa County Board of Supervisors took action at their meeting on Monday, September 21, 2020 to permit campaigning at the County Office Building. The Code of Virginia does not provide specific guidance regarding these issues outside of election day, so the Board of Supervisors is free to operate, maintain and regulate the use of its real property as needed to conduct the regular business of the County. The Board has directed the County Administrator to work out the location and conditions of campaigning outside of election day with the chairs of the political parties.

The goal of this plan is to provide access to voters in a reasonable location that serves the needs of both the political parties and the County; and to provide equitable access.

1. Parties will be provided two parking spots. These spaces will be designated and rotated to ensure that equitable access is provided. *
2. Materials will be set up no earlier than 8:00 a.m. each day.
3. Materials will be removed by 5:00 p.m. each day.
4. Materials and persons will remain in the designated areas for each party.
5. No loud speakers or amplification equipment is permitted.
6. Materials will not be placed outside of the assigned area, including the adjacent sidewalks.
7. The Board of Supervisors, through the office of County Administration, reserves the right to amend these conditions as needed to ensure equitable access to voters and unimpeded access to county facilities.
8. All individuals representing the parties shall make reasonable efforts to protect themselves and the public by doing such things as wearing facial coverings and appropriate physical distancing due to the COVID-19 pandemic.

These conditions are effective immediately and will be enforced to ensure fair and balanced access.

*Space at the Town Hall Campus will be provided in the grassy area between the two parking lots.

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Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members

From: Liz Nelson, Town Manager

Date: October 15, 2020

Re: Rockland Rentals, LLC. and Claybrooke Farm, LLC – Lease Agreement

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Comments: Claybrooke Farm, LLC would like to sub-lease the "Farmer's Market" location (owned by Rockland Rentals, LLC) from the Town to sell Christmas Trees as they have in years past. In discussion at the September 2020 Council Meeting, it was unclear as to the current lease agreement with the land owner, Rockland Rentals, LLC. This agreement has not been executed since 2014 (expired in 2015) and should have been reviewed and renewed annually. The Town has continued to maintain, allow usage of the property, and carry insurance coverage as required by the expired agreement. In speaking with the landowner, he assumed there was a standing agreement since he had not been contacted in years about the property. The lease agreement with Rockland Rentals is attached with updates if Council wishes to renew. The sub-lease with Claybrook Farm, LLC is also attached and updated show the Town of Louisa as the payee for rental fees.

Action/Discussion

Approve Lease

PROPERTY LEASE

This lease Agreement ("Lease") is dated October 20, 2020, by and between the Town of Louisa ("Tenant") and John J. Purcell for Rockland Rentals LLC ("Landlord"). The parties agree as follows:

1. **PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Parcel No. 40-A2-1-34 and Parcel No. 40-A2-1-35 located at 213 E. Main St., Louisa, VA, 23093 (collectively referred to herein as "the Premises").

2. **TERM.** The lease term shall begin on October 20, 2020, and shall terminate on October 20, 2021.

3. **LEASE PAYMENTS.** Tenant shall pay to Landlord a single lump sum payment equal to the total amount of the assessed Town of Louisa real estate taxes for the Premises for the 2020 tax year or One Thousand Dollars ($1,000.00), whichever is less. The lease payment shall be made when the Landlord presents the paid tax bills to the tenant on or about January 15, 2021.

4. **POSSESSION.** Tenant shall be entitled to possession of the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant ordinary wear and tear excepted.

5. **REPRESENTATIONS/USE OF PREMISES.** Landlord covenants, warrants and represents that he has full right and power to execute this Lease and to grant the estate demised herein and that Tenant, upon payment of the rents herein reserved, and performing the terms, conditions, and covenants herein contained, shall peacefully and quietly have, hold, and enjoy the Leased Premises during the Term of this Lease as provided herein. Tenant may use the Premises for the operation of an Open Air Farmers Market. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant may install signage and improve the property at the Tenant's expense. Tenant will notify Landlord of any proposed landscaping changes to the property and gain Landlord's approval, which shall not be unreasonably withheld, prior to starting such work. The parties may agree in writing to any other allowable use of the Premises by Tenant.

6. **PROPERTY INSURANCE.** Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value of the building. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Tenant shall also maintain any other insurance, which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

7. **LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises of not less than $1,000,000.00 combined single limit coverage of bodily injury, property damage or a combination thereof. Landlord shall be listed as an additional insured on the Tenants policy or policies of comprehensive general liability insurance. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonable satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

8. **MAINTENANCE.** The Tenant will maintain the grounds during the term of the lease.

9. **UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

10. **TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

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REAL ESTATE TAXES. Landlord shall pay all real estate taxes that are assessed against the Premises during the time of this Lease.

11. DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

12. LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of $60.00.

13. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

14. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

15. NON-SUFFICIENT FUNDS. Tenant shall be charged $50.00 for each check that is returned to Landlord for lack of sufficient funds.

16. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all applicable federal, state or local laws, ordinances, requirements and regulations.

17. MECHANIC LIENS. The Tenant shall be solely responsible for paying all contractors or subcontractors who perform work on the premises on behalf of Tenant. Tenant is solely responsible for satisfying any mechanics' or materialmen's liens that may be attached to the premises for work done by or for Tenant. Tenant agrees to take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

18. ASSIGNMENT AND SUBLETTING. Tenant shall have the right to assign its rights under this Lease or to sublease the premises to another person or entity for any of the purposes set out in Section 5, as long as notice of any such assignment or sublease is provided in writing to Landlord. Such assignment or sublease shall not relieve Tenant from any of the duties or obligations imposed herein.

19. MEDIATION. The parties agree to make a good faith attempt to resolve any controversy or claim to this Lease that they have been unable to resolve between themselves, including the construction or application of this Lease, through formal mediation facilitated by a professional mediator selected by both parties. This provision shall not preclude or limit any rights or remedies that may be available to either party under law.

20. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid addressed as follows:

LANDLORD:

John J. Purcell for Rockland Rentals LLC
100 Johnsons Pond Road
Louisa, VA 23093

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TENANT:

Town of Louisa
R. Garland Nuckols, Mayor
212 Fredericksburg Avenue
P.O. Box 531
Louisa, VA 23093

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

21. GOVERNING LAW. The Lease shall be construed in accordance with the laws of the Commonwealth of Virginia.

22. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other premises, conditions, understandings or other agreements, whether oral or written relating to the subject matter of this Lease. This Lease may be modified or amended in writing, signed by both parties.

23. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that limiting such provision, it would become valid and enforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

24. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

25. BINDING EFFECT. The provisions of this Lease shall be binding upon and insure to the benefit of both parties and their respective legal representatives, successors and assigns.

26. EARLY TERMINATION. Notwithstanding any provision herein to the contrary, either party may terminate this agreement such that it expires prior to the end of the term set out in Section 2 as long as the party initiating such early termination provides the other party with at least 30-days advanced written notice of the early termination. In the event of early termination, any payments due under this agreement shall be prorated accordingly.

LANDLORD:

_____ Date: _____
John J. Purcell for Rockland Rentals LLC

TENANT:

_____ Date: _____
Town of Louisa
R. Garland Nuckols, Mayor

APPROVED AS TO FORM:

_____
Jeffrey S. Gore
Louisa Town Attorney

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Town of Louisa, Virginia
213 East Main St. "Farmers Market" Sublease Agreement

This Sublease Agreement ("Sublease" or "Agreement") is dated 1st Day of November, 2020, by and between Claybrooke Farm LLC, John Carroll and Virginia Carroll, ("Tenant") and the Town of Louisa, Virginia ("Landlord").

Whereas, The Town leased Parcel No. 40-A2-1-35 located at 213 E. Main Street, Louisa, VA 23093 (collectively referred to herein as "the Premises") from the Premises owner, Rockland Rentals LLC, ("Owner") for the right to occupy and use the Premises.

Whereas, under the Prime Lease, the Town may assign its rights thereunder or sublease the Premises to another person or entity for any purpose set out in the Prime Lease, as long as notice of any such assignment or sublease is provided in writing to the Owner; and

Whereas, under the Prime Lease, the Owner and Town may terminate that agreement prior to the end of the lease term as long as they provide 30-days' advance notice; and

Whereas, the Prime Lease also permits the Owner to terminate the Prime Lease if the Owner reaches an agreement to sell the Premises to a third party, in which case the Owner agrees to provide the Town with 30 days' advance written notice, if practicable; and

Whereas, the Town, hereinafter ("Landlord") and Tenant, desire to enter into this Sublease Agreement ("Sublease") consistent with and subject to the terms of the Prime Lease.

W I T N E S S E T H:

Now therefore, that for and in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the parties hereto agree as follows:

1. **PREMISES**. Landlord, in consideration of the payments provided in this agreement, hereby subleases the Premises to Tenant.

2. **TERM**. The Sublease term will begin on November 1, 2020 and will terminate on January 1, 2021, unless otherwise terminated earlier pursuant to provisions herein or pursuant to provisions of the Prime Lease.

3. **SUBLEASE PAYMENTS.** Tenant shall pay to Landlord a single payment of $375.00, payable on or before November 1, 2020 payable to the Town of Louisa.

4. POSSESSION. Landlord covenants, warrants and represents that he has full right and power to execute this Sublease and to grant the estate demised herein and that Tenant, upon payment of the rents herein reserved, and performing the terms, conditions and covenants herein contained, shall peacefully and quietly have, hold, and enjoy the Subleased Premises during the Term of this Sublease. Tenant shall be entitled to possession of the first day of the term of this Sublease, and shall yield possession to Landlord on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant ordinary wear and tear excepted.

5. USE OF PREMISES. Tenant may use the Premises for operating a retail sales establishment for Christmas Trees and Holiday Decorations. Any use of the Premises by Tenant or any of Tenant's employees or agents for any unlawful purpose, or for any purpose other than what is set out above, shall be grounds for immediate termination of this Agreement. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Tenant agrees to the following additional conditions on permitted use of the Premises:

A) The entrance way shall be maintained as a "right in" and "right out" only travel way off of and onto East Main St. The Landlord will set the travel ways with appropriate signs and the Tenant agrees to maintain such travel ways and signage.

B) Delivery of, trees, and goods shall be restricted to a standard pickup truck with 18 foot stake bed or utility trailer.

6. LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises of not less than $1,000,000.00 combined single limit coverage of bodily injury, property damage or a combination thereof. Landlord shall be listed as an additional insured on the Tenant's policy or policies of comprehensive general liability insurance. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

7. MAINTENANCE. The Landlord will maintain the grounds, parking lot and grass.

8. UTILITIES AND SERVICES. Tenant shall be responsible for the costs of all utilities and services incurred in connection with Tenant's use of the Premises.

9. DEFAULTS. Tenant shall be in default of this Sublease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Sublease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

10. HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Sublease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Sublease.

11. CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

12. INSUFFICIENT FUNDS. Tenant shall be charged $50.00 for each check that is returned to Landlord for lack of sufficient funds.

13. INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except those resulting directly from Landlord's act or negligence.

14. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters.

15. MECHANICS' LIENS. The Tenant shall be solely responsible for paying all contractors or subcontractors who perform work on the premises on behalf of Tenant. Tenant is solely responsible for satisfying any mechanics' or materialmen's liens that may be attached to the premises for work done by or for Tenant. Tenant agrees to take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

16. MEDIATION. The parties agree to make a good faith attempt to resolve any controversy or claim relating to this Sublease that they have been unable to resolve between themselves, including the construction or application of this Sublease, through formal mediation facilitated by a professional mediator selected by both parties. This provision shall not preclude or limit any rights or remedies that may be available to either party under law.

17. NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Town of Louisa
Attn: Town Mayor
212 Fredericksburg Ave.
P.O. Box 531
Louisa, VA 23093

TENANT:

Claybrooke Farm, LLC
207 Fairway Drive
Louisa, VA 23093

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

18. GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the Commonwealth of Virginia, and any legal action to enforce provisions of this Agreement shall be brought in the courts of Louisa County, Virginia, unless otherwise required by law.

19. ENTIRE AGREEMENT/AMENDMENT. This Sublease Agreement contains the entire agreement of the parties and there are no other premises, conditions, understandings or other agreements, whether oral or written relating to the subject matter of this Sublease. This Sublease may be modified or amended in writing, if the writing is signed by both parties. Notwithstanding the above, this Sublease shall be subject to the applicable terms and conditions of the Prime Lease as stated in the RECITALS, which are hereby incorporated and made part of this Agreement.

20. SEVERABILITY. If any portion of this Sublease is held by a court to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and shall remain in force and effect.

21. WAIVER. The failure of either party to enforce any provisions of this Sublease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Sublease.

22. BINDING EFFECT. The provisions of this Sublease shall be binding upon and insure to the benefit of both parties and their respective legal representatives, successors and assigns.

23. LEGAL AUTHORITY. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the Landlord and Tenant, respectively.

24. COUNCIL APPROVAL. The Town Council for the Town of Louisa, Virginia, formally approved this Agreement and authorized the Town Manager to execute it at a regularly scheduled Council meeting on September 15, 2020.

IN WITNESS WHEREOF the Parties acknowledge and accept the terms conditions and obligations of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the date of the last to sign ("Effective Date").

TOWN OF LOUISA, VIRGINIA (LANDLORD):

_____ Date: _____

Town Mayor, Town of Louisa

Claybrooke Farm, LLC (TENANT):

_____ Date: _____

John M. Carroll, Manager and Co-owner

_____ Date: _____

Virginia C. Carroll, Co-owner

Approved as to form:

_____ Date: _____

Town Attorney

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members
From: Liz Nelson, Town Manager

Date: October 15, 2020
Re: Maturing Certificate of Deposit

Comments: The Town has a Hillcrest Fund Certificate of Deposit with Essex Bank listed below:

Account Number	Balance	Maturity Date
999 108 0001	$209,136.10	October 18, 2020

Current Rates/Certificate Options:

Blue Ridge Bank	.30% APR	.30 APY	12-17 Months
	.35% APR	.35 APY	18-23 Months
	.50% APR	.50 APY	24-60 Months
Essex Bank	.40% APR	.40 APY	365 Days
	.45% APR	.45 APY	18/19 Months
	.50% APR	.50 APY	24 Months
	.65% APR	.65 APY	36 Months

The above rates are subject to change without notice by each institution.

Action/Discussion/Recommendation:
Town Manager Recommendation: Reinvest with a certificate at Essex Bank, for the 365-day term.

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members
From: Liz Nelson, Town Manager

Date: October 15, 2020
Re: CARES Act Funding

Comments: The Town of Louisa received $296,986.00 in Federal CARES Act funds appropriated from the Coronavirus Relief Fund. To date, the Town has spent approximately $12,000 (paid and pending expenses) on additional PPE, cleaning, training and building maintenance to help prevent the spread of the virus. The Town has three current items (outlined below) that will require Council's approval due to the nature and cost of the request:

- The Town would like to allocate funds for a Small Business Opportunity Program to allow Town businesses that suffered a financial impact due to the Coronavirus to apply for grant funds. In cooperation with the County of Louisa's Director of Economic Development and Director a Finance, the attached program and application package have been developed. The recommendation is to allocate $100,000 (up to ten grants) to this program. The CARES Act requires that this program, and these funds, be administered through the EDA of the participating locality.
- The Town of Louisa Police Department would like to install car cameras to help with contact tracing for first responders. This will allow for accurate recording of exposure to the virus. All details of this request are attached.
- The Louisa County Rescue Squad has requested funding for an ARES High Fidelity Simulator to assist with training and reduce risk of virus transfer. This Squad is located outside of the Town limits but is the responding Squad for the Town of Louisa. All details of this request are attached.

The VML Coronavirus FAQ is attached for reference.

<u>Action/Discussion</u>

Approval of appropriations and expense request

TOWN OF LOUISA SMALL BUSINESS OPPORTUNITY FUND (WEBSITE)

The Town of Louisa Small Business Opportunity Fund program (the program) funds have been made available by the Louisa Town Council's Coronavirus Relief Funds under the Coronavirus Relief, and Economic Security (CARES) Act. Administration of the program will be coordinated by representatives of the Town, as well as the Town of Louisa Economic Development Authority. The Program provides a one-time, emergency grant to eligible, for-profit small businesses in the Town of Louisa to assist with unplanned expenses and lost revenue as a direct result of the mandated business closures and interruptions due to the **Coronavirus.** There are limited number of funds available for this program. If the Town of Louisa receives more qualifying applications than available grant funding, the qualifying grant recipients will be selected by live, random drawing. **Applications submitted without all required documentation will be deemed incomplete and, therefore, ineligible for consideration.**

All program applicants are encouraged to consult the Central Virginia Small Business Development Center (CVSBDC) to ensure application submittals include all required documentation. The CVSBBDC provides strategic, professional resources to small businesses in Central Virginia through:

1. Confidential, one-on-one business guidance
2. Access to capital education and preparedness
3. Custom market and data analysis
4. Workshops and training including succeeding online, cyber security, government contracting, capital preparation, start-up, bookkeeping, and more.

These services are provided to businesses confidentially and at no charge, supported by the Small Business Administration and other Central Virginia supporters.

CVSBDC Contact Information: https://cvsbdc.org/free-consultation/

Application Period: Open 12:00 am, November 2nd, 2020 through 11:59 pm, November 16th, 2020.

Amount: The maximum grant amount under this program is $10,000.00 per business establishment.

Business Eligibility Criteria:

- Mandated Storefront Closures due to Executive Orders 53/55, OR a minimum of 3 full-time or full-time equivalent employees on site in the Town of Louisa.
- Gross Receipts less than $2,000,000.00/year.
- Physical location in the Town of Louisa.
- Local taxes current prior to March 1, 2020. (Personal Property, Real Estate, Meals Tax, Lodging Tax, Business, Professional and Occupational License Tax)
- Revenue losses due to unforeseen business interruptions related to COVID-19.

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- Business operations established and started in the Town of Louisa on or before January 1, 2020.
- Two part-time employees, each working at a minimum of 20 hours per week will equal 1 full-time equivalent. Must be demonstrated on Form 941 for the most recent quarter.

Ineligible Businesses:

- Banks and Financial Institutions
- Franchises – Except for those headquartered and operated in the Town of Louisa

Grant Terms and Conditions: CLICK HERE to download a copy.

Use of Funds Spreadsheet: CLICK HERE to download the REQUIRED document.

Documentation Required Checklist: CLICK HERE to download a copy.

To Apply:

CLICK HERE to print the grant application. Please fully fill out the application.

Applications may be emailed to info@louisatown.org, or delivered as paper copies to:

Town of Louisa
212 Fredericksburg Avenue
Louisa, VA 23093

Upon approval of grant applications, funds will be paid to the approved businesses by the Town of Louisa Economic Development Authority in the form of a check and mailed directly to the business address provided within the application once a completed W-9 form is received.

Contact: The Town of Louisa for assistance with your application.

Town of Louisa
212 Fredericksburg Avenue
Louisa, VA 23093

Liz Nelson
lnelson@louisatown.org
(540) 967-1400

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Town of Louisa Small Business Grant Program

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Terms and Conditions

1. The submission of an application for the Grant constitutes an unconditional agreement to, and acceptance of these Terms and Conditions. The Applicant is responsible for ensuring his or her familiarity with the Terms and Conditions.

2. By submitting an application, the Applicant certifies that it is not under any agreement or restriction that prohibits or restricts its ability to disclose or submit the materials included in the application or otherwise to apply for the grant.

3. Applicant acknowledges and agrees that the information (excluding proprietary financial and employee information) submitted by the Applicant may be used in the promotion of the grant and may be displayed on public webpage(s) showcasing the selected businesses and successes of the grant program.

4. The Applicant acknowledges and agrees that the information provided herein may be subject to disclosure, including under the Virginia Freedom of Information Act, VA. Code 2.2-3700, et seq.

5. The Applicant gives permission and waives the confidentiality of any confidential tax information concerning the Applicant's tax payment status and business revenue information, so that the Town of Louisa and the Town of Louisa Economic Development Department may verify the payment status of applicable local taxes by the Applicant and all individual owners of the Applicant, if different than the Applicant, where local taxes are applicable.

6. The Applicant hereby acknowledges and certifies that the information and representations set forth by the Applicant in the application are true and accurate in all respects as of the date of the submission of the application. The Applicant acknowledges that the Town of Louisa will make evaluations and awards of grant proceeds in reliance on the information provided by the Applicant, and that the information and representations set forth by the Applicant are material to the award of the grant.

7. The Applicant hereby acknowledges that the Town of Louisa and the Town of Louisa Economic Development Authority have established certain criteria for qualified Applicants and applications and that Applicants and applications that do not satisfy the established criteria shall not be considered. The criteria for qualified Applicants and applications are set out below. Applicant acknowledges and agrees that the determination of whether an Applicant or application satisfies the criteria for qualified Applicants and applications is solely in the

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discretion of the Town of Louisa and the Town of Louisa Economic Development Authority. The Applicant acknowledges that all grant award decisions are final and are not subject to appeal.

- Mandated Storefront Closures due to Executive Orders 53/55, OR a minimum of 3 full-time or full-time equivalent employees on site in the Town of Louisa.
- Gross Receipts less than $2,000,000.00/year.
- Physical location in the Town of Louisa.
- All local taxes current prior to March 1, 2020.
- Revenue losses due to unforeseen business interruptions related to COVID-19.
- Business operations established and started in the Town of Louisa on or before January 1, 2020.
- Two part-time employees, each working at a minimum of 20 hours per week will equal 1 full-time equivalent. Must be demonstrated on form 941 for the most recent quarter.

8. The Applicant acknowledges and agrees that in the event the Applicant is awarded a grant, the Applicant will use the Grant proceeds for the following limited purposes:
   a. Ongoing expenses of the Applicant, such as payroll, rent, insurance or other operating expenses that were not offset by revenues due to shut down for COVID-19; or
   b. Adaptive costs, such as the purchase of e-commerce equipment/website creation and/or upgrade of an online sales site created in order to stay in business due to COVID-19.
   c. If the Applicant uses the Grant proceeds for another purpose, then upon sixty (60) days' notice by the Town, the Applicant shall return the full amount of the Grant funds to the Town of Louisa Economic Development Authority.

9. The Applicant acknowledges and agrees that if the Applicant is awarded a Grant, and if within 90 days of the award, the Applicant terminates the business then, upon sixty (60) days' notice by the Town, the Applicant shall return the full amount of the Grant funds awarded to the Town of Louisa Economic Development Authority.

10. The Applicant acknowledges and agrees that if the Applicant is awarded a Grant, and within one year of the award, the Applicant moves its principal place of business out of the Town of Louisa then, upon sixty (60) days' notice by the Town, the Applicant shall return the full amount of the Grant funds awarded to the Town of Louisa Economic Development Authority.

11. The Applicant agrees to report in writing to the Town of Louisa Economic Development Department, in a form to be provided by the Town, every six months for the first year on the current status of their business including information on existing employees and revenues.

12. The Applicant agrees to have quarterly update calls with the Town of Louisa Economic Development Department or its authorized representatives.

13. The Applicant acknowledges that Grant recipients may be selected by random, live drawing in the event that there are more qualifying applications than Grant funding available.

14. In consideration of the time, expertise and other resources provided by the Town of Louisa and the Town of Louisa Economic Development Authority, the Applicant to the full extent permitted by law, by submitting an application voluntarily releases the Town of Louisa and the Town of Louisa Economic Development Authority from any and all claims, actions, damages, costs or liabilities of any kind relating to or arising from or in connection with the awarding, advertising, receipt, and/or use or misuse of any Grant or participation in any Town of Louisa Small Business Grant related activities.

15. The Applicant covenants to save, defend, hold harmless and indemnify the Town, and all of its officers, departments, agencies, agent, and employees (Collectively the "Town") from and against and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees, charges, liability, or exposure), however caused, resulting from, arising out of, or in any way connected with this application.

DRAFT

DRAFT

Town of Louisa Small Business Grant Program

Application Checklist

_____: Met Executive Order(s) 53/55 OR 3 F/T Employees criteria?

_____: Gross receipts less than $2,000,000.00

_____: Business is located in the Town of Louisa

_____: All local taxes are paid in full through March 1, 2020 (Business/Individual Owners; Personal Property, Real Estate, Meals or Lodging Tax [If applicable], and Business, Professional and Occupational License)

_____: Revenue losses due to unforeseen business interruptions related to COVID-19

_____: Business operations established and started in the Town of Louisa on or before January 1, 2020

_____: For-profit business

_____: IRS forms W-9 and 941 (If applicable)

_____: 2018/2019 P&L Statements

_____: Last 2 years business tax returns (2018/2019 and 2020 if available)

_____: 2020 YTD P&L Statements (Calendar and Fiscal)

_____: Complete Grant Application

Town Use Only

Date Reviewed: _____

Reviewer Signatures: _____ _____

Approved: _____ Denied: _____

Town of Louisa Small Business Opportunity Fund Application

Application Window: 12:00 AM November 2nd through 11:59 PM November 16th, 2020

Notification of Award: By December 1st, 2020

1. What is the First Name of Legal Business Owner? Please use the legal business owner name as listed on the IRS Form W-9.

2. What is the Last Name of Legal Business Owner? Please use the legal business owner name as listed on the IRS Form W-9.

3. Applicant First Name: (If you are not the Business Owner)

4. Applicant Last Name: (If you are not the Business Owner)

5. Applicant Title:

6. Business Name Listed on IRS Form W-9:

7. Date your Business was established in the Town of Louisa:

(Business operations must have been established and started in the Town of Louisa on or before January 1, 2020.)

DRAFT

8. Has the Applicant paid all applicable Louisa County AND Town of Louisa taxes through March 1, 2020? (Business AND Individual; Personal Property, Real Estate, Meals or Lodging Tax [if applicable] and Business, Professional and Occupational License)

YES NO

9. Provide the name and contact information for all individuals that own 20% or more of the Applicant Business:

10. DBA/Trade Name of Business: (If applicable, otherwise N/A)

11. Contact Phone Number:

12. What is your contact E-mail Address? (This will be the primary method of all official communication regarding this grant program.)

13. Does your Business have a storefront? (Street Address, City, State, Zip Code or N/A if no storefront.)

14. Is your Town of Louisa Business address the same as your home address?

YES NO

15. What is your company's Website URL? (N/A if you do not have a Website)

16. Is this Business a franchise headquartered in the Town of Louisa?

YES NO

DRAFT

17. Does your Business lease property?

YES NO

Lease Expiration Date (MM/DD/YYYY) or N/A:

DRAFT

18. What is the amount of your Monthly Rent/Mortgage?

19. What is your six-digit NAICS Code?

20. Business EIN (Employer Identification Number) or TIN (Taxpayer Identification Number)?

21. How many full-time employees did you have January 1, 2020?

(Two part-time employees, each working at a minimum of 20 hours per week will equal 1 full-time equivalent. Must be demonstrated on Form 941 for the most recent quarter.)

22. How many full-time employees did you have August 1, 2020?

23. What was your 2018 and 2019 Gross Revenue? Please use your Fiscal year when responding.

2018: 2019:

24. What was your Projected 2020 Gross Revenue before COVID-19? Please use your Fiscal Year when responding.

2020:

25. Please provide a brief narrative of the impact of COVID-19 has had on your business:

26. Please describe how this grant will be used to help you retain your employees (if applicable) and keep your business operating during these challenging times. Please provide specific amounts for payroll, rent, utilities, and other business critical operating expenses.

27. Please provide any other information you would like considered as part of this application.

28. Please attach Calendar Year 2020 IRS Form W-9 and Form 941.

29. Please attach 2018 and 2019 Profit and Loss Statements and 2020 Year to Date Profit and Loss Statement.

30. Please attach your 2018 and 2019 Business Tax returns. (Please attach your 2020 Business Tax returns, if available.)

31. Does this Business have less than $2,000,000.00 in Gross Annual Receipts?

YES NO

32. Has this Business experienced revenue losses due to unforeseen business interruptions related to COVID-19?

YES NO

33. Is this Business an operational for-profit business in the Town of Louisa?

YES NO

34. Has this business been awarded other local, regional, state, or federal small business relief assistance or EIDL or PPP loans from SBA due to COVID-19? Please explain.

I hereby certify that all answers submitted in this application are true and accurate and that funds will be expended to cover costs my business incurred as a result of impacts & closures due to COVID-19.

Applicant Signature: _____

Today's Date: _____

Town of Louisa Small Business Grant

Business Name

Instructions: Please fill in the highlighted yellow boxes only.

GRANT USE OF FUNDS

What Operations will be covered with Small Business Grant?

Expense	Description	Estimated Cost
Rent or Mortgage		
Payroll		
Benefits		
Utilities		
Marketing		
Vendor Payments		
Equipment		
Supplies		
Other		
Other		
Grant Total (should total $10,000)		$

DRAFT

Inter-Office Memorandum

Louisa Police Department

To: Mrs. Liz Nelson, Town Manager

From: Chief Tom Leary

Date: October 14, 2020

Subject: CARES Act Funding

The purpose of this memorandum is to support use of CARES Act funds for the purchase and installation of in-car (dashboard) cameras in five of our existing Town of Louisa Police Department (LPD) fleet vehicles.

I am requesting consideration for the purchase of five in-car cameras for use by LPD personnel, with an estimated cost for this project will be as follows:

Five (5) "Watch Guard" In-Car cameras @ approximately $4,995 each= $24,975

Installation costs for Five (5) "Watch Guard" In-Car cameras @ approximately $1,900 each= $9,500

Total Cost= $34,475

In-car cameras are a valuable tool to be utilized for mandated contact tracing in response to the COVID-19 health emergency.

Although Officers are instructed and trained on precautionary safety measures when responding to calls for service in the community, conducting traffic stops and interacting with citizens during various scenarios, they can only respond to an environment based on the information they are provided at the time. A lack of information may often place them in an

exposure event without their knowledge at the time. When on scenes interacting with individuals there are often other persons who may not be directly involved, and do not necessarily provide or need to give their identity. By using the in-car camera the Officer would have a record of those encountered, interviewed or arrested. This is especially important in situations, some fast moving and chaotic, where Officers may not be able to recall everyone who was present at the time of an event.

In-car cameras in all patrol vehicles would provide a retrievable record of those individuals that would have been in contact with others during a particular event. This resource would assist Virginia Department of Health Contact Tracers when developing accurate information for

epidemiologists and health investigators who need to follow-up to provide education about the disease, deliver guidance about minimizing the risk of potential transmission from contact with others in the event they become ill, or explain the necessity for individuals in contact with those infected to quarantine responsibly in order to reduce the risk of transmission of COVID-19 to others. Providing information from the in-car camera will aid contract tracers as they detail specific processes for those in close contact who require health monitoring, and refer contacts for testing according to established protocols. In summary, in-car cameras are critical as we prevent illnesses, prevent the spread of contagious diseases, and seek to save the lives of our citizens.

A. T. Leary, III

Chief of Police

lnelson@louisatown.org

From: Gary Morris <gmorris@louisacountyrescue.org>
Sent: Wednesday, October 14, 2020 12:52 PM
To: Liz Nelson
Subject: Fwd: FW: quote
Attachments: Louisa EMS Ares.pdf; Ares Brochure.PDF

Liz,

Since we last spoke, I have been advised that a replacement emergency response vehicle would not be completed by the 12/30 deadline for CARES funding. In light of this, we have decided to submit for the Council consideration a high fidelity simulation system for training our members as well as all providers in the County.

I have attached the quote for the CAE ARES High Fidelity Simulator. The Quote is just under $29,000 once the tax is removed.

You may ask, how will a high fidelity simulator influence an EMS Training Program?

At Louisa County Rescue Squad, we pride ourselves in providing high quality education to our clinicians while utilizing a standardized approach - ensuring that all of our students have access to the same training opportunities.

Thru training alternative aids like simulation, we are able to provide a safe, supportive educational environment that allows our learners to practice & develop skills *without putting patients and providers at risk for COVID*. This high fidelity platform would allow us to develop scenarios on demand, enabling skills to be practiced repeatedly to enhance the quality of our patient care. Our training curriculum could be tailored to the specific learning objectives of the desired Clinical Level - utilizing one universal piece of equipment - rather than multiple task trainers. Simulators give the fully immersive realism experience that we desire to mimic actual patient encounters and representation. Additionally, this equipment will play a large part of our agency becoming accredited to teach highly advanced classes for our community, such as paramedic.

I thank you for your willingness to consider this request for available CARES Act funds. These items would be in service prior to the 12/30/2020 required deadline. Please let me know if you have any questions.

Regards,

Gary Morris
Chief
Louisa County Rescue Squad

Created Date:	8/28/2020
Expiration Date:	11/26/2020
Quote Number:	Q-37973-1

Prepared By	Roger Cooper
Phone	(941) 224-5679
Email	roger.cooper@cae.com
Fax	(941) 377-5590
Payment Terms	NET 30
Shipping Terms	FOB Shipping Point
Prepared For	Windy Gentry
Phone	(540) 967-1800
Email	wms3e@hscmail.mcc.virginia.edu

CAE Healthcare Inc.
6300 Edgelake Drive
Sarasota, FL 34240
United States
Fax: (941) 377-5590
Tax ID # 22-3437089

Bill To Name	Louisa County Rescue Squad
Address	83 Rescue Lane Louisa, Virginia 23093 United States
Ship To Name	Louisa County Rescue Squad
Address	83 Rescue Lane Louisa, Virginia 23093 United States

Quote Total: USD 30,208.78

Product Information

Qty	Product	Notes	List Price	Net Price	Total Price	Sales Tax
1	ARES Complete Medium		$21,995.00	$19,795.50	$19,795.50	$1,049.17
0	Installation: Customer Opt Out		$0.00	$0.00	$0.00	$0.00
1	Customized Webinar Training for Ares		$500.00	$500.00	$500.00	$0.00
1	Blood Pumping System Deluxe		$4,200.00	$3,780.00	$3,780.00	$200.34
1	Physiology Option for Maestro		$4,995.00	$4,495.50	$4,495.50	$238.27
1	Shipping and Handling		$150.00	$150.00	$150.00	$0.00
					Sales Tax:	$1,487.78
					DISCOUNT:	$3,119.00
					TOTAL:	$30,208.78

Warranty Information

Year 1

Product	Product Code	List Price	Net Price	Quantity	Notes
Express System Assurance Plan for Ares Advanced & Complete	WAR-ARE13	$0.00	$0.00	1	
				Year 1 Sales Tax:	$0.00
				Year 1 TOTAL:	$0.00

Sales Tax:	~~$1,487.78~~
TOTAL:	~~$30,208.78~~

$28,721.00

Customer is responsible for the payment of any and all sales, use, consumption, turn over, excise, custom duties or other taxes and duties levied by any level of government or public authority in connection with this sale. Each party is responsible for corporate income tax levied and calculated on net income. The Customer is responsible to provide CAE Healthcare with any valid sales tax exemption documentation at the time of quotation to ensure accurate sales tax determination. If Customer fails to supply CAE Healthcare with the sales tax exemption documentation, CAE Healthcare shall have the right to charge the Customer the appropriate jurisdictionally required sales tax and the sales tax must be paid by the Customer to CAE Healthcare. CAE Healthcare will remit the sales tax to the appropriate jurisdictional authorities. The sales tax stated in the quotation is based upon the information (such as the ship-to address) submitted by the Customer, and is provided as an estimate. If the Customer information is modified, the sales tax amounts owed may change.

The sale of the Products and Services identified in this quotation is subject to CAE Healthcare's Education Products General Terms and Conditions and its related End-User License; if an option for Maintenance Services is offered and accepted, it is subject to CAE Healthcare's Support and Maintenance Terms and Conditions; if an option for Training is offered and accepted, it is subject to CAE Healthcare's Training Policy, all of the above being and available on the CAE Healthcare website at www.caehealthcare.com

In the event of the sale of a LearningSpace System, Customer will be required to sign CAE Healthcare's LearningSpace Agreement before any order is accepted by CAE Healthcare. The LearningSpace Agreement will be provided to Customer directly.

All sales are final. Any Training must be scheduled and completed within nine (9) months of the date in which any associated simulator is received by the customer or purchased installation is completed.

CAE Healthcare will normally ship all products ordered within a single shipment. If this is not possible due to inventory demands, CAE Healthcare may elect to ship Products as partial shipments. If such partial shipment is not acceptable, please indicate to CAE Healthcare when placing your order.

Accounts Payable Remit to Address:
CAE Healthcare Inc.
32955 Collection Center Drive
Chicago IL 60693-0329

Extended Product Description Index

Product	Product Code	Decription
Ares Complete	ARES-300	(Medium skin tone) Ares COMPLETE includes SymEyes, IV arm, NIBP arm, Tablet, one StethoSym, one SymDefib box, gender conversion kit, and all required electronics. Includes 6 simulated clinical experiences, one Ares Learning Experience app license, one Maestro standalone license and first year Express Assurance Plan
Installation: Customer Opt Out	INSTALLOPTOUT	Customer is opting out of CAE installation
Customized Webinar Training for Ares	TRN-ARE02	Customized Webinar Training for Ares (Up to two-hours)
Blood Pumping System Deluxe	ACC-STOPS02	Blood Pumping System Deluxe Includes: 2 femoral sleeves (1 with / 1 without pants and a protective guard), 2 brachial sleeves (1 with / 1 without bone and a protective guard), Blast Pants, 2.5 gallons of blood concentrate for up to 12.5 gallons of Artificial Blood
Physiology Option for Maestro	MAES#201	Physiology Option for Maestro (Ares)
Shipping and Handling	SHIPPING	Freight charges for the items on this quote

NEW! StethoSym technology with clearer heart, lung and bowel sounds

Introducing CAE Ares, built to withstand the rigors of emergency care team training

Ares combines the streamlined simplicity of an emergency care manikin with CAE's unrivaled modeled patient physiology, offering an entirely new training experience for prehospital and emergency care. With CAE's unique SymEyes, two-way communication and the right blend of clinical training features, CAE Ares is durable and reliable through repeated lifesaving team scenarios. Ares was created to fulfill requirements for advanced life support training (ACLS) and emergency care management.

Discover how CAE Ares can help redefine your training expectations at **caehealthcare.com/offers**

Your worldwide
training partner
of choice

CAE

Technical Specifications

Standard Equipment
- CAE Ares wireless and tetherless manikin:
  - Medium and dark skin tone available
  - Male and female gender configuration
- One wireless StethoSym
- Software compatible tablet
- New software platform CAE Maestro
- One CAE Maestro standalone license
- One license for Ares Learning Experience
- Mobile app with educational content focused on the six Simulated Clinical Experiences (SCEs) including:
  - Pre- and post-test questions
  - Study cards on pathophysiology, assessment, management and clinical pearls
- Includes 6 CAE Simulated Clinical Experiences (SCEs)
  - Cardiopulmonary Arrest
  - Closed Head Injury and Pneumothorax
  - Heroin Overdose
  - Inferior-Posterior Myocardial Infarction
  - Sepsis with Hypotension
  - Stroke
- Electronic user guide
- Single year CAE Value Assurance warranty

Optional Equipment
- Patient monitor computer
- SymEyes
- SymDefib external defibrillation box
- Complete wound module
- Post mastectomy module
- Breast exam module
- Articulated arms
- Ultrasound training model insert for venous and arterial cannulation and infusion
- Additional StethoSym units
- STOPS Blood Pumping System
- STOPS Hyper-Realistic Moulage Kit

Optional Software
- Five additional CAE EMS Learning Modules (10 SCEs per module)
- ACLS Learning Module (11 SCEs)
- Ares Learning Experience mobile app – Individual licenses
- Maestro physiology

Manikin
- 64" H x 20.5" W x 10" D (162.56 cm x 52.07 cm x 25.4 cm)
- Approximate Weight = 50 lbs. (22.7 kg), varies depending on options

Electrical
- AC Input: AC 115-230VAC, 50/60Hz
- Internal Batteries: 15V 3.20 Ah Lithium ion, rechargeable
- Runtime: Approximately 4 hours

Key Features

Neuro
- Tristate pupils
- SymEyes (optional)

Articulation
- Realistic articulation
- Range of motion in hips, knees, ankles, shoulders
- Cervical motion for practice of patient stabilization

Airway
- Bag-valve-mask (BVM) ventilation
- Orotracheal and nasotracheal intubation
- Placement of various airway adjuncts
- Endotracheal tube intubation
- Retrograde and Fiberoptic intubation
- Transtracheal jet ventilation
- Needle and surgical cricothyrotomy
- Tracheostomy
- Right main stem intubation with detection
- Stomach distention with esophageal intubation
- Laryngospasm (manual)

Breathing
- Spontaneous breathing
- Bilateral and unilateral chest rise and fall
- Lung auscultation sites on anterior chest
- Upper airway sounds
- Bilateral needle decompression

Cardiac
- 4-lead ECG monitoring with real equipment
- 12-lead dynamic ECG display
- Defibrillation, cardioversion and pacing using live equipment via external defib box (optional)

Circulation
- Unilateral blood pressure measurement by auscultation and palpation
- Bilateral carotid and femoral pulses
- Unilateral radial and brachial pulses
- Variable pulse strength

CPR
- Compliant with 2015 AHA guidelines and ERC guidelines
- CPR compressions generate palpable pulse, blood pressure, waveform and ECG artifacts
- Realistic chest compression depth and resistance
- Software metrics detects hand placement, rate and depth of compressions, recoil, ventilations and ventilation: compression ratio

IM Medication Administration
- Four intramuscular sites

Urinary
- Urinary catheterization without fluids
- Interchangeable genitalia

Vascular Access
- Unilateral IV cannulation at antecubital and dorsum of hand
- Blood draw with vacuum sealed blood collection system
- Unilateral (humoral) IO access
- Ultrasound training module insertion for venous and arterial cannulation (optional)

Sounds
- Auscultation of normal and abnormal heart, lung and bowel sounds with the new StethoSym technology utilizing radio-frequency identification (RFID) tags
- Prerecorded speech and vocal sounds
- Bidirectional audio communication between manikin and operator

© 2019 CAE Healthcare 590-0319

CORONAVIRUS RELIEF FUND

ABSTRACT

Analysis of Questions Raised by Local Governments about Eligible Spending Purposes

VML Task Force

September 29, 2020

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CARES Act Funding

An Analysis of Questions on Eligible Spending

***Introduction*:**

The information below is VML's analysis of questions raised by localities. These questions were specifically asked by City and Town Managers, local elected officials, local government attorneys, local Finance and Budget Directors, and others all concerned about the spending of federal CARES Act money appropriated to the Coronavirus Relief Fund (CRF) and possible post-spending audits undertaken by either the federal government or the Commonwealth of Virginia. The analysis does not address other provisions of the CARES Act that appropriated additional money for existing federal programs like CDBG, Public Education, FEMA, etc.
Information on these appropriations can be found in a recent presentation (beginning on page 16) made by Secretary of Finance Aubrey Layne, Jr. to the Senate Finance Committee.

The analysis does not constitute a legal opinion but does represent the reasonable judgement of a special VML Task Force and VML policy staff. The analysis itself is based on the guidelines and FAQs issued thus far by the U.S. Department of the Treasury and by actions taken by the Commonwealth. *The Treasury Department's guidelines and other materials can be found here*.

As a first-step in tracking and documenting the expenditure of federal CARES Act money, VML recommends that member localities review the work done by the City of Falls Church, specifically the Excel spreadsheets dealing with COVID-19 payroll expenses and COVID-19 supply expenses. Other COVID-19 information can be found on the VML website.

If you have questions or comments, or wish to share or post to the Internet, please respond to Neal Menkes at nmenkes@vml.org or to Jessica Ackerman at jackerman@vml.org. This document will be updated as new information becomes available.

***In General*:**

- Expenditure must occur between March 1 and December 30 but invoice payment can occur after the end date but should occur within 90 days of the cost being incurred
- Costs are incurred if the activity is completed by Dec 30
- Vendor's failure to deliver by Dec 30 does not automatically prevent use of CRF fund as the reason is beyond the localities control

- Applies to sub-recipients (i.e. towns and non-profits)

On June 30, the U.S. Treasury Department updated its previously issued guidance on "Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020."

According to the document, Treasury "is clarifying that *for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred).* The previous guidance declared that a cost is incurred only when the responsible unit of government had expended funds to cover the cost.

Goods delivered in the covered period need not be used during the covered period in all cases. The cost of a good delivered in December in order to be available for use in January could be covered using payment from the Coronavirus Relief Fund.

A vendor's failure to complete delivery or services entered into a contract before December 30, 2020 will not affect the ability of the local government to use CRF dollars to cover the costs of such goods or services provided that the delay is due to circumstances beyond the local government's control.

This much-needed flexibility does NOT apply to the use of CRF dollars to make up for local revenue shortfalls. That dictate remains in place. A violation could result in loss of state dollars for your locality as Virginia Secretary of Finance Aubrey Layne warned localities in his May 12, 2020 memorandum to local Chief Executive Officers, Managers, or Administrators. Secretary Layne reiterated this point in his July 28, 2020 memorandum to localities.

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. Fairfax County as the sole locality with a population greater than 500,000 receives funds directly. All other CRF funds were distributed to the states to determine the allocations to localities. Gov. Northam used a per capita methodology for distributing roughly half of the money in the two rounds that can potentially be set aside for localities.

Virginia received approximately $3.1 billion as its share of the CRF total. This amount does not include the $200.0 million for Fairfax County.

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 local governments;

3. were 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.); and

4. are used for the direct costs associated with the response to the COVID-19 pandemic and **cannot be used to make up for revenue shortfalls.**

The questions and analysis are organized into eleven broad categories:

Business Support	Spending Prioritization	Utilities
Crossed Funding Streams	Public Buildings	Wages/Benefits
Documentation	Technical Assistance	Work from Home
Nonprofit Support	Timeline	

Highlights of the Finance Secretary's July 28 Memorandum:

- After the second round the state will have distributed 100 percent of the local allocations the Commonwealth received under the CARES Act providing a total of $1.3 billion for local governments. Allocations will be based on population as was done in the first round ofdistributions, meaning the second round of allocations for cities and counties will be identical to the first-round amounts.

- To receive the second allocation, localities are required to submit a new certification form and complete an online survey regarding the use of the CRF funds. As soon as these two documents are fully completed and submitted, the Department of Accounts will initiate the transfer of funds to the local Treasurer. Localities may expect to receive the transfer by the state Comptroller within five business days following confirmation of receipt of these completed documents. The due date for both documents is August 10. The Northam Administration specifically wants the survey information prior to the August 18 Special Session.
- All of the same conditions and requirements that existed for the first round of CRF allocations continue for the second round of allocations.
- As in the first round, counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its jurisdiction.
- The Commonwealth has partnered with Accenture to create a survey to collect data on how each locality has used or plans to use its allocation of CRF funds. The survey instrument, which must be completed online, will be made available later this week by separate communication. This communication will include instructions regarding access to and completion of the survey. For questions about completion of the survey, please contact Jason Saunders, General

Government Coordinator, Department of Planning and Budget, at jason.saunders@dpb.virginia.gov. The survey sent to localities can be accessed here.

BUSINESS SUPPORT

From federally issued guidance:

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

> 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."

Question – Small Business Support:

Does CARES money have to be used toward loans, or can the funds simply be grants?

In general, CARES money can be used as either loans or grants to support small businesses. Under the *Code of Virginia*, localities can take advantage of the powers of industrial development and economic development authorities to make these loans or grants. However, not all small business expenses would be eligible. The questions and answers below are from the federal guidance issued May 28, 2020.

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.

Question – Treatment of Small Business Loans and/or Grants as Taxable or Non-Taxable Income:

On August 10, the U.S. Treasury Department issued additional guidance provided by the Internal Revenue Service regarding the tax treatment of CARES Act business loans and grants. The questions and responses immediately below are from the IRS.

If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Yes. The receipt of a government grant by a business generally is not excluded from the business's gross income under the Code and therefore is taxable.

If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Generally, the receipt of loan proceeds is not included in gross income. However, if the government forgives all or a portion of the loan, the amount of the loan that is forgiven is generally included in gross income of the business and is taxable unless an exclusion in section 108 of the Code or other Federal law applies. If an exclusion applies, an equivalent amount of any deductions, basis, losses or other tax attributes may have to be reduced in accordance with the Code or other Federal law.

At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the "covered period"), will be considered to be incurred during the covered period IF the full amount of the loan is advanced to the borrower within the covered period and IF the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. IF these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

UTILITIES

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."

Question – Lost Penalty and Interest Income:

Can CARES money be used to cover lost penalty and interest income for utilities?

The "no revenue replacement" rule applies to utilities, as well as to state and local governments. This would extend to penalties and lost interest.

However, the federal guidance specifically approves subsidy grants for certain individuals to allow them to pay their utility fees and receive essential services. Although the federal guidance identifies only electricity accounts, VML believes that it is reasonable to assume that the federal guidance would apply to water, wastewater, and broadband services. Action taken by the Virginia Department of Health to require the City of Petersburg to restore water service to accounts that had been shut off indicates that utilities other than electricity are also essential in fighting COVID-19.

Question – Waste Management Costs:

Can CARES money be used to support increased waste management costs resulting from increased tonnage, increased safety precautions for employees, etc.?

The Federal Guidance recognizes waste management costs as eligible expenses. It also appears that if a local government designates employees who have certain waste management duties as essential workers or as performing hazardous duty, then CRF money could be used for payroll expenses. Localities should document how the pandemic has affected/increased waste management workload, costs and operations/maintenance. The passages below are from the Federal Guidance.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

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.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may 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. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

Question – Broadband Expansion:

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

WAGES/BENEFITS

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.

Question – Eligible Hazardous Pay:

What constitutes hazard pay? What positions qualify for it, and is there a limit to the amount that can

be paid per person that would be reimbursable under CARES?

The federal guidance issued in early and late May does not specify a limit to the amount of hazardous pay a person can earn. It does provide a sense of who is eligible. See below.

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 payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may 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. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

Question – Using CRF Dollars to Replace Lost Local Dollars:

Can localities eliminate public health and safety positions in their proposed FY 2021 budgets due to revenue shortages, then re-fill those positions using CARES money after the local governing body passes the budget?

No, if those positions are **not** substantially dedicated to fighting the COVID-19 pandemic. If those positions are substantially dedicated to responding to the health crisis, then payroll expenses for those positions would be eligible for CARES Act funding. Here is what the federal guidance says about *ineligible expenses*:

- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 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.

- A local government 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.
- 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.
- The federal terminology "most recently approved budget" based on a date of March 27 is confusing. In Virginia, eligible expenses will overlap two separate fiscal years (FY20 and FY21). VML believes it would be prudent to treat FY21 in the same manner as FY20, addressing funding issues that were not otherwise addressed as of March 27. In other words, don't use the CRF money to replace local dollars, do use CRF money for eligible expenditures in FY21 as in FY20, do record expenditures and document as necessary through December 30, and do not expect CRF reimbursements for costs that are paid after December 30 (unless an invoice was received before December 30 and/or the payment is made within 90 days of the eligible cost being incurred).

Question – Deferring Payroll Tax Obligations:

How does the federal August 8th Executive Order allowing the deferral of payroll taxes for qualified workers apply to localities?

According to guidance issued by the Secretary of the Treasury following the August 8th Presidential Memorandum, employers that are required to withhold and pay the employee share of social security tax under section 3102(a) **may** defer payment of said tax for the pay period beginning September 20, 2020 until between January 1 and March 31, 2021. This temporary suspension of payment would apply to positions earning within a $4,000 maximum threshold over a biweekly pay period. However, because there are still questions regarding the legality of the order, VML recommends that localities wait to defer payment until after further legal or legislative action at the federal level takes place.

NONPROFITS

Question – Paying for Homeless Facilities:

Can CARES Act funds be used to house the homeless?

Yes. Federal guidance answers the question.

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.

Question – Housing Assistance for Undocumented Immigrants:

If CARES funding is provided to a nonprofit for housing support, does the nonprofit have to limit availability of housing to documented residents/citizens?

The answer is far from clear-cut. Under the 1996 federal Personal Responsibility and Work Opportunity Reconciliation Act, it is illegal to give public funds to undocumented immigrants, establishing comprehensive restrictions on immigrant eligibility for federal public benefits because — according to the act — "It is a compelling government interest to remove the incentive for illegal immigration provided by the availability of public benefits."

However, the law does spell out exceptions to the policy, including exceptions for medical assistance under Title XIX of the Social Security Act for care that is necessary for the treatment of an emergency medical condition and public health assistance for immunizations or for testing or treatment of communicable disease symptoms. And Section 1903(v)(3) of the Social Security Act provides that the term "emergency medical condition" means a medical condition manifesting itself with acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably be expected to result in:

- placing the patient's health in serious jeopardy;
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part.

Whether the exception can be leveraged to include housing assistance or to provide housing assistance for the undocumented parents of children who are citizens will have to be sorted out in federal courts unless Congress acts.

To avoid an unfavorable audit, a locality may want to explore using local dollars to pay for housing services for the undocumented and CRF money for citizens and legal residents.

WORK FROM HOME

Question – Local Employees Working from Home:

Can CARES Act funds be used to pay salaries or expenses of local government employees who are assigned to work from home?

The answer is probably not. Let's review the Federal Guidance. Although the guidance does not provide a direct answer to the question, it does make clear that payroll expenses for public employees are restricted to those whose duties are substantially dedicated to mitigating the COVID-19 pandemic and that across-the-board hazard pay for local employees working during the state of emergency apply to public safety, public health, health care, human services, and similar employees. Work from home local employees are not included.

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.

The Guidance provides that ineligible expenditures include "[p]ayroll 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 example of an ineligible expenditure relates to public employees.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may 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. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May payments from the Coronavirus Relief Fund cover day and/or educational care providers (either local government staff or private or non-profit contractors) for children or elders for local government personnel other than Public Safety, Human Services, and Public Health employees?

A qualified yes. The broadly stated legislative purpose of the CARES Act is to provide fast and direct economic assistance for American workers and families, small businesses, and preserve jobs for American industries.

In today's economy, particularly in times of economic distress, the majority of parents now work, regardless the age of their children. Most families work out of necessity because the economic climate

dictates that there must be two bread winners to the pay the bills. Parents may face the danger of losing a job or missing a promotion because of illness, pregnancy, or taking care of loved ones.

The lack of quality childcare (and by extension adult daycare) are significant impediments for unemployed workers to return to the workplace or seek and accept new employment opportunities. Providing caregiver services comports with the CARES Act by allowing unemployed persons to return to work and by encouraging childcare and other caregiver services to stay in business further strengthening local economies.

The VEC acknowledges this situation regarding the payment of unemployment benefits. In a June press release, the employment commission pointed out that certain circumstances such as health, *childcare or other caregiver responsibilities*, may warrant continued payments of unemployment benefits to a claimant who has refused to return work pending the outcome of an administrative review.

Governor Northam's recently announced Rent and Mortgage Relief Program (RMRP) also recognizes the lack of childcare (in addition to income restrictions) as one of several situations qualifying applicants for this housing assistance program.

It is not unreasonable to permit the use of CRF dollars for these services regardless if a local government employee is or is not a first responder. However, a locality may want to put into a place a sliding scale fee structure based on financial need to supplement the CRF money.

CROSSED FUNDING STREAMS

Question – CARES Act Money and Third Parties:

Can recipients of SBA, CDBG, etc. funds also receive CARES money?

Yes, but such allocations are not mandated by the federal legislation or guidance. Transfers are permissive and permitted if the requirements of the CARES Act and Federal Guidance are met, meaning the third-party provides services that respond to either the impacts of the public health emergency related to COVID-19 or to the pandemic's economic consequences. Services can include, but would not be limited to, housing for those in need of quarantine or who are without shelter, food drives, grants or loans to small businesses, etc.

The key item to remember is that the locality will still be responsible for any audit finding that shows transferred funds were not spent in accordance with the federal legislation. Localities should make sure that third-party spending is tracked and documented.

Question – Use of CRF Dollars and Other CARES Act Money

Can localities combine CRF dollars with federal supplemental appropriations in the CARES Act for eligible expenditures? Are any localities doing so?

The Federal Guidance issued is far from clear cut. Here are excerpts from the U.S. Treasury Department.

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 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.

It appears that the federal and state governments do not prohibit combining CRF and federal supplemental appropriations to fund an eligible project or reimburse eligible expenditures provided that the requirements set out above are carried out. Or, CRF money can be spent separately from an existing federal grant for the same purpose. For example, the City of Falls Church uses both CRF dollars and CDBG grants to provide rental and utility assistance.

Question – Use of CRF Dollars as Matching Funds

Can localities use CRF dollars to meet matching requirements for other funding sources, such as FEMA?

Yes, CRF funds may be used toward required matches for other federal funding sources being used to address COVID-related expenses that otherwise meet CRF eligibility requirements. While localities have received verbal guidance to this effect from a variety of sources, the U.S. Department of the Treasury confirmed this in writing in its June 24, 2020 update to its Frequently Asked Questions document.

In its August 10 guidance, the U.S. Treasury provided additional guidance on this topic. Payments from the Fund may be used to meet the non-federal matching requirements for Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707assistance to the extent such matching requirements entail COVID- 19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

TECHNICAL ASSISTANCE

Question – Elections:

For local elections in May and June, the Department of Elections (ELECT) distributed PPE to be used in polling places. Will ELECT do the same in November, or will localities need to set aside CARES funds to ensure the safety of voters and poll workers?

As per a June 9th memo, ELECT plans to distribute CARES funding to support COVID-related

expenses, as well as PPE, based on the total number of registered voters in each locality. Funds may only be used in connection with the November 2020 federal election and must be encumbered, if not already paid, by November 30, 2020. CARES support may cover expenses such as increased demand for absentee ballots, additional voter outreach, the purchase of safety equipment, and the hiring of temporary staff.

In a follow-up memo dated July 30th, ELECT confirmed that funding should have been released during the first week of August, based on the method by which localities usually receive funds through the state accounting system.

It is important to note, November 3, 2020 will mark the first Election Day in Virginia under the General Assembly's newly-enacted law that expands voting access to 45 days prior to any election. The extension of a lease on space to account for early voting *will not* qualify for the use of CARES funds. However, should a locality need to rent additional space to allow for adequate social distancing, buy additional protective shields for poll workers, etc., these *will* be allowable expenses.

To what extent does ELECT anticipate a COVID-related rule overriding local ordinances on party endorsements in local elections?

ELECT does not anticipate any new rules related to local ordinances on party endorsements. PUBLIC BUILDINGS

Question – Capital Purchases:

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.

TIMELINE

Question – Coronavirus Relief Fund Time Period:

When can CARES Act money be applied to eligible expenses? Can money from the Coronavirus Relief Fund be spent or encumbered after December 30? Can CRF dollars be used to reimburse expenses incurred before March 27, 2020?

Federal Guidance recognizes the eligible cost period as beginning on March 1, 2020 and ending on December 30, 2020. The Commonwealth has already the amounts designated for localities. The

distribution was based on population. This means localities can use CRF money to reimburse itself for eligible expenditures. It is incumbent upon local governments to ensure the use of the funds meet the requirements set forth by the federal government.

Recordkeeping should include but not be limited to payroll time records, invoices, and/or sales receipts. The Commonwealth will hold local governments responsible and accountable for maintaining all necessary documentation to ensure adherence to federal legislation and guidelines.

The use of CRF money by governments is complicated. According to Finance Secretary Aubrey Layne's May 12 memorandum, counties must ensure that an equitable share of the CRF funds it receives are shared with and granted to each town within its town jurisdiction. "Equitable share" is not defined in Secretary Layne's memorandum. It appears that some counties are basing the distribution to its towns on population.

VML recommends that towns work collaboratively with their counties to develop plans for addressing both the pandemic and the re-opening of local economies. To the extent possible, town and county spending plans and priorities should be coordinated.

Question – Maximizing CRF Dollars before the Deadline:

Can a locality partner with another CRF-eligible entity to spend CARES Act allotments before the December 30 deadline?

An argument can be made that Federal Guidance generally supports localities entering in partnerships with other eligible entities to spend CARES Act money. The answer below can be found in Secretary Layne's May 12 memorandum to local officials.

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."

By extension, it seems reasonable that Locality A can transfer some portion of its CARES Act allocation to Locality B. The critical factors are that a jointly funded project comply with the objectives of the federal legislation and guidance in 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 local governments;

3. were 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 or received an invoice for the purchase of goods or services during the eligibility period.); and
4. are used for the direct costs associated with the response to the COVID-19 pandemic and cannot be used to make up for revenue shortfalls.

DOCUMENTATION

Question – Reviewing Potential CRF Expenditures:

Is there a best management practice for evaluating or approving proposed CARES Act expenditures?

Neither the federal legislation nor the guidance issued by the U.S. Treasury Department and the Commonwealth of Virginia prescribe or recommend a process for pre-approving projects or expenditures eligible for CARES Act funding. It is the responsibility of local governments to ensure that the use of the money meets the demands and requirements of the federal legislation and guidance.

VML is aware that at least one locality (City of Falls Church) put into action a "Cost Recovery Team" to recommend projects and spending to the City Manager for approval. The team is comprised of agency staff from the Finance and Public Works Departments as well as the City's Emergency Manager and the City's Grant Manager. The Grants Manager's usual focus is transportation funding. By adding this position to the Cost Recovery Team, the City makes use of the Grants Manager's skills and experience as well as possible transportation projects that could be eligible for CRF dollars. If a budget amendment is required by City Council, then a submission is prepared.

Another issue to keep in mind is *procurement*. The Virginia Public Procurement Act emphasizes competitive bidding for projects, although there are exceptions such as in emergencies. Nonetheless, it is advisable for localities to work with their legal representatives and procurement officers before opening the CRF spigot. The December 30 cutoff date for spending CARES Act money will induce localities to act quickly to purchase goods and services but be aware that acting hastily could result in a bad audit.

Question -- Reporting and Record Retention Requirements:

What information is the Treasury Department's Office of the Inspector General requiring to monitor the receipt, disbursement, and use of Coronavirus Relief Fund payments? How will this affect local governments?

The U.S. Treasury issued July 2 a memorandum for Coronavirus Relief Fund Recipients. The document

provides the reporting and record retention requirements for the period beginning on March 1, 2020 and ending on December 30, 2020.

The document targets each prime recipient of CRF payments, requiring each prime recipient to report interim and quarterly data and other recipient data according to the requirements. The Treasury Department is working on development of a portal that is expected to be operational by September 1, 2020 for the quarterly reports. The Interim Reporting is for the period March 1 through June 30 and is due no later than July 17, 2020.

The memorandum defines "prime recipients" as including all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that **received a direct payment** from Treasury in accordance with Title V of the Coronavirus Aid, Relief, and Economic Security Act. In Virginia, the only local government to receive a direct payment from the U.S. Treasury was Fairfax County. This means for all other Virginia localities (cities, towns and counties), the Commonwealth of Virginia is the direct recipient, whereas localities are sub-recipients for the requirements outlined below.

However, VML recommends that all cities and those towns that received payments from their counties to instruct their finance staff to familiarize themselves with the reporting requirements outlined in the July 2 memorandum. Local governments should begin to prepare the necessary financial information in accordance with the July 2 memorandum as early as possible. Doing so early will *result* in a less time- consuming workload than postponing actions until later.

The U.S. Department of Treasury issued on August 28 an update on Coronavirus Relief Fund Reporting Requirements. Additional guidance was subsequently issued on September 2 (with new information on the use of CRF money for payroll and benefits) and a revised Frequently Asked Questions was also issued September 2. (Questions A.53–56 were added, and Questions A.34 and A.38 were revised.)

On August 20, the Virginia Department of Accounts issued its own guidance in compliance with the updated federal requirements. The state material also deals with subrecipient monitoring.

Subrecipients of CRF funds **must register with SAM.gov as soon as possible**. Registration in SAM.gov will enable detailed sub-recipient data to be imported into Treasury's GrantSolutions portal to facilitate reporting of CRF information for the Commonwealth. For more instructions, please see the ***guidance issued by Treasury on August 31***.

It is imperative that Subrecipients complete this registration immediately. Once you have registered with SAM.gov, please email *ComplianceOversight@doa.virginia.gov* and alert the Virginia Department of Accounts to the successful registration.

If the Subrecipient is unable to register in SAM.gov, please work directly with SAM.gov to resolve the issue, as the Department of Accounts (DOA) cannot help with this third-party system registration.

Subrecipients of the Commonwealth will also be responsible for reporting required quarterly information to DOA. In accordance with the guidance received from Treasury. The state will gather the following information from each locality:

1. Transferee/government unit identifying and demographic information (e.g. DUNS number and

location)

2. Transfer date, amount, and description
3. Related project(s)
4. Quarterly obligation amount
5. Quarterly expenditure information
6. Expenditure categories:

- Administrative Expenses
- Budgeted Personnel and Services Diverted to a Substantially Different Use
- COVID-19 Testing and Contact Tracing
- Economic Support (Other than Small Business, Housing, and Food Assistance)
- Expenses Associated with the Issuance of Tax Anticipation Notes
- Facilitating Distance Learning
- Food Programs
- Housing Support
- Improve Telework Capabilities of Public Employees
- Medical Expenses
- Nursing Home Assistance Payroll for Public Health and Safety Employees
- Personal Protective Equipment
- Public Health Expenses
- Small Business Assistance
- Unemployment Benefits
- Workers' Compensation
- Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories

This information has been requested in an official format via email and will have very short deadlines, in accordance with Treasury's mandated reporting windows. The first quarterly reporting information has recently been requested and will be for the March 1 - June 30, 2020 time frame. Please be prepared to furnish the information in a timely manner to allow for a thorough review at the state level.

Concurrently, the Commonwealth will be conducting subrecipient monitoring of all localities who have received CRF funds, and has begun to issue communications and instructions for its plan.

Finally, per the Code of Federal Regulations § 200.501, "A non-federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted..." Please be cognizant of this requirement, and act accordingly. For more details, please refer to the following page: *https://ecfr.io/Title-2/Section-200.501*

If you have any questions, please contact *ComplianceOversight@doa.virginia.gov* or contact Amanda Simpson, CFE, Director of Compliance Oversight and Federal Reporting for the Virginia Department of Accounts. Her email address is *amanda.simpson@doa.virginia.gov*.

The documentation requirements issued by the U.S. Treasury Department to prove the CARES Act eligibility of personnel services costs tied to public health and public safety positions have been revised several times. The Office of the Inspector General for the Treasury Department issued on September 21 yet another set of Frequently Asked Questions. Particular attention should be paid to Question #63 and Questions #70-72. The excerpts below are from the revised September 21 FAQs.

According to Treasury's FAQs, for administrative convenience, a State can presume that all 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 and, thus, can be covered by CRF. Will Treasury OIG or the PRAC ever question the applicability of this presumption in the audit context? If so, under what circumstances?

During its reviews and audits, Treasury OIG will allow the use of the administrative accommodation made in accordance Treasury's FAQs.

To what level of documentation will a government be held to support the reimbursement of public health and safety payroll that was "presumed" to be substantially dedicated to mitigating the emergency?

The recipient of CRF payments must maintain and make available to Treasury OIG upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended (42 U.S.C. 801(d)). Documents/records include payroll records for the covered period March 1 through December 30, 2020. Records include, but are not limited to (1) general and subsidiary ledgers used to account for the receipt of CRF payments and subsequent disbursements; and (2) payroll, time, and human resource records to support costs incurred for payroll expenses. Please refer to the Treasury OIG memorandum, Coronavirus Relief Fund Reporting and Record Retention Requirements (OIG-20-021; July 2, 2020). These document requirements apply to supporting payroll reimbursement amounts using CRF proceeds and not to support the presumption that public health and safety payroll is substantially dedicated to mitigating the emergency.

Will a government have to demonstrate/substantiate that a public health or public safety employee's function/duties were in fact substantially dedicated to mitigating the emergency?

No, the government will not have to demonstrate/substantiate that a public health or public safety employee's function/duties were substantially dedicated to mitigating the emergency but must maintain records and documentation supporting payroll amounts reimbursed using CRF proceeds. As indicated in Treasury's Guidance, as an administrative accommodation, governments may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. Treasury's FAQs add that entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020.

For payroll that was accounted for in the FY2020 budget but was then "presumed" to be substantially dedicated to mitigating the emergency, will the government have to demonstrate/substantiate that a public health or public safety employee's function was a substantially different use?

No, the government will not have to demonstrate/substantiate that a budgeted public health or public safety employee's function was a substantially different use. As stated in Treasury's Guidance, within the category of substantially different uses, Treasury has included payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency. The Treasury OIG does require the government to maintain budgetary records to support the fiscal years 2019 and 2020 budgets.

Is the government required to perform any analysis or maintain documentation of the "substantially dedicated" conclusion for payroll expenses of public safety, public health, health care, and human service employees?

No, the government is not required to perform an analysis or maintain documentation of the substantially dedicated conclusion for payroll expenses of public safety, public health, health care, and human service employees. As indicated in Treasury's Guidance, as an administrative accommodation, governments may presume that public health and public safety employees meet the substantially dedicated test, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise. Please refer to response to question 69.

Treasury's FAQs indicate 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."

What level of documentation needs to be maintained to indicate the chief executive did not determine "specific circumstances indicate otherwise?"

No documentation of the negative assurance of the chief executive (or equivalent) is required.

APPENDIX

Tracking COVID-19 Related Salary Expenses

The U.S. Treasury Department guidance on the CARES Act states 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." The first and most important element in determining payroll eligibility for meeting CARES Act guidelines is to carefully track and describe employee time actually spent on COVID-related activities. Only then can each activity be examined to determine whether federal guidelines for reimbursement have been met. A timesheet tracking system is needed for this purpose.

The City of Virginia Beach uses a payroll tracking system to monitor time spent on COVID- related activities. Their Public Safety and Human Services Department employees are required to enter into the system their COVID-related activities on a daily basis.

The City of Newport News appears to use an even more comprehensive and flexible Leave and Timesheet System to track COVID-19 related work time spent by its employees some of whom may not be currently recognized under the CARES Act as eligible for hazard pay. All Newport News government employees are required to use the system and input their work data on a daily basis. Newport News uses their time and leave system to tie into and populate the payroll system. It is important to note that their system has the ability to capture explanatory notes to describe the COVID-related work activity time entered. Basically, the hours entered and described by Newport News employees are non- routine, non-regular duties that they expect could be eligible for CARES reimbursement. These are generally actions that staff needed to take to address any level of COVID responses, from the initial steps, to sustained control and containment processes, and recovery to reopening, as well as preparation for a potential next late 2020 pandemic wave. Some common themes are preparation and planning meetings, cleaning/social distancing/containment actions, staffing review and alignment, financial reviews and purchasing actions, vulnerable population actions, business grant development and recovery planning.
Newport News management expects to carefully review all timesheet submissions to determine which will be submitted for final CARES Act reimbursement.

To address the need for detailed COVID-related employee activity monitoring, the city added two lines to their existing timesheet system as seen below:

1) COVID-19 time worked

2) Modified Schedule

The modified schedule timeline refers to employees who cannot do their normal work, but were still being paid, due to the COVID-19 crisis. An example would be street construction workers kept home because social distancing guidelines would not allow them to work in their normal size crew, but still being paid.

Example of Employee Weekly Timesheet (daily explanatory notes omitted)

Work Period May 25th thru May 31st							
Day of Week	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Date	25-Ma	26-Ma	27-Ma	28-Ma	29-Ma	30-Ma	31-May
Scheduled Work		8	8	8		[illegible]	
Modified Schedule							
Training							
Covid-19 Time Worked		1	2	2		[illegible]	
Paid Personal Leave						[illegible]	
Holiday Granted	[illegible]						
Total Hours	8	9	10	10		[illegible]	
Notes							

The following chart details the hours charged to COVID-related activities by employee department category through June 2. Detailed descriptions of these hours worked by employee and date are available in an excel spreadsheet.

COVID-19 Time Worked (Prep/Response)
City of Newport News Employee Hours Charged to COVID-19

Prep/Response Total Hours by Department through 6/2/2020

Dept Name	# Hours
BUDGET	233.00
CITY ATTY	37.00
CITY MGR	754.00
CLERK CT	161.75
COM ATTY	52.00
COM REV	85.15
COMMUNICATION	1,872.00
DEVELOPMENT	2,484.00
ENGINEERING	644.25
FINANCE	298.25
FIRE	3,973.00
GPWDC	6.00
HUM RES	446.25
HUM SVC	4,305.50
INFO TECH	2,498.90
INT AUDIT	20.75
JUV SVC	24.00
LIBRARIES	1,575.35
PARKS	3,353.00
PLANNING	9.00
POLICE	642.50
PUB WKS	4,018.75
REGISTRAR	40.00
RISK MGMT	3.00
SHERIFF	1,166.75
TREASURER	5.25
VEH SVC	631.75
WATERWORKS	967.50
Grand Total	**30,308.65**

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members

From: Liz Nelson, Town Manager

Date: October 15, 2020

Re: Special Event Permits

Comments: Attached please find a Special Event Permit submitted by Louisa Baptist Church for Council's approval.
To date, New Life Community Church has expressed interest in applying for a Special Event Permit, but no application has been submitted.

Action/Discussion:

Approval of Permits

SPECIAL EVENT APPLICATION REQUEST

Return to:
Town of Louisa
P.O. Box 531
Louisa, VA 23093

FOR OFFICIAL USE ONLY
Organizational Status:
___ Non-Profit____Commercial____Independent
___ Maps Attached____ABC Permit Required
___ Tent Permit Required____License Verified

INDEMNITY RELEASE

In making this request, the applicant understands that the sponsor will hold harmless and indemnify the town, its officers, employees, and agents against injury, loss or damage occurring as a result of this special event. Sponsors of special events held on public property will be required to provide Special Event Liability Insurance in an amount not less than $1 million dollars, naming the Town of Louisa, its officers, officials, employees and agents as an additional insured party to the contract. For additional information regarding this requirement please contact the Town of Louisa at 967-1400.

Sponsor(s) Name: (organization) Louisa Baptist Church - Fred Hornberger (minister)

Address: 305 E. Main St,
Louisa, VA 23093

Sponsor Telephone: 540-967-1364

Event Contact Name: (Mr.) Fred Hornberger

Contact Address: 1166 Goosewing Rd.
Manakin Sabot, VA 23103

Contact Telephone: Office (1) 540-967-1364

Home ( )

Cell (1) 804-334-1224

Date Application Received By Town

Fred R. Hornberger
APPLICANT SIGNATURE

10/5/2020
DATE

DATE APPLICATION SUBMITTED: 10/6/20 - mailed

EVENT PURPOSE / BRIEF DESCRIPTION:

Louisa Baptist Church would like to host a drive through event for halloween in order to continue our tradition of trunk + treat but in a COVID safe way. Families would stay in their vehicles and drive through the back parking lot, pulling up to a table to receive their candy. A volunteer will then pass them a prepackaged cup of candy using an extended grabber reacher tool.

IDENTIFY EVENT CATEGORY: ___CARNIVAL_____DEMONSTRATION_____FAIR_____FESTIVAL
___ FUNDRAISER_____HISTORICAL CELEBRATION_____MARATHON
___ RACE/WALK_____PARADE ✓ OTHER (Describe Other) done through candy pick up - community outreach

EVENT VENUE & LOCATION REQUESTED: Louisa Baptist Church

LIST RACE/WALK STREET ROUTES, IF APPLICABLE (*A clear & legible map showing walk/run routes also requested –Please attach map to application*):

STREET CLOSING REQUESTED, IF SO INCLUDE LOCATIONS AND CLOSING /OPENING TIME(S): __YES_____NO
LOCATION(S): _____

CLOSING DATE(S)_____CLOSING/OPENING TIME(S): FROM_____am/pm UNTIL:_____am/pm

EVENT START DATE/TIME: Sat. (WEEKDAY) 10/31 (DATE) 6:00PM (TIME) EVENT END DATE/TIME: Sat. (WEEKDAY) 10/31 (DATE) 8:30 PM (TIME)

EVENT SET UP DATE/TIME (INCLUDE WEEKDAY): Sat. (WEEKDAY) 10/31 (DATE) 4:30 PM (TIME)

EVENT BREAKDOWN DATE/TIME (INCLUDE WEEKDAY): Sat. (WEEKDAY) 10/31 (DATE) 8:30 PM (TIME)

EVENT RAIN DATE REQUESTED:____YES ✓ NO DATE REQUESTED: _____ (WEEKDAY) _____ (DATE)

ESTIMATED # PARTICIPANTS: 700-1000 WILL AMPLIFIED MUSIC BE USED: YES __ NO ✓

IDENTIFY TYPE MUSICAL ENTERTAINMENT REQUESTED: ___BAND ___DISC-JOCKEY ___OTHER

TOWN UTILITIES NEEDED? YES __ NO ✓ IDENTIFY TYPE UTILITIES NEEDED, IF APPLICABLE: _____

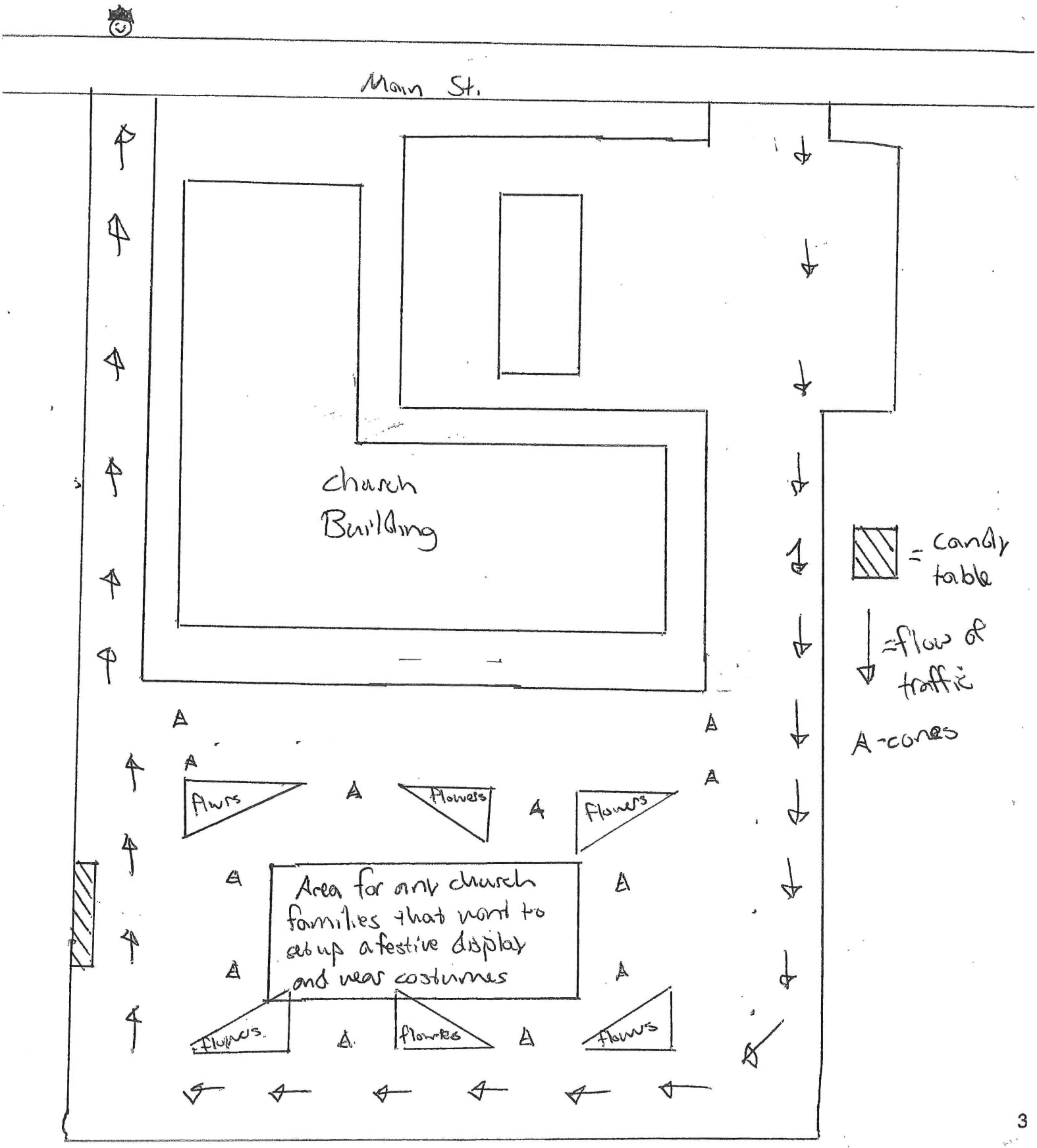
TOWN EQUIPMENT REQUESTED? ___YES ✓ NO

IF YES, IDENTIFY TYPE EQUIPMENT REQUESTED: _____

OTHER TOWN SERVICES REQUESTED ✓ YES_____NO
(*Please identify the area of services needed including staff assistance if applicable*): We would like to have an officer present to direct traffic if necessary. In the past, we have had one to help with traffic due to the increase in traffic on Halloween.

PLEASE USE THIS SPACE TO PROVIDE A DIAGRAM OF HOW YOU PROPOSE TO SET UP THE EVENT VENUE SPACE

Diagram designed for 1 officer to manage traffic



IDENTIFY EVENT EQUIPMENT & QUANTITY OF EQUIPMENT TO BE PLACED IN/ON REQUESTED VENUE SPACE

OF BOOTHS_____ SIZE OF EACH BOOTH _____

OF CANOPIES (Pop-Up)____ SIZE OF EACH CANOPY _____

OF TABLES_1___ SIZE OF EACH TABLE 8ft x 2.5ft. x 2.5ft.

OF TENTS _____ SIZE OF EACH TENT_____

OF STANDS_____ SIZE OF EACH STAND _____

OTHER EQUIPMENT_√___ (See Below)

(PLEASE DESCRIBE OTHER EQUIPMENT REQUESTED FOR PLACEMENT):

Please note if "other" equipment includes the use of a moon bounce and or inflatable carnival type rides and activities provided by a 3rd party vendor, proof of insurance by the vendor providing such equipment will be required. The 3rd party vendor shall provide a current certificate of insurance indicating at least $1 million in general liability and completed operations coverage and certificate of workers' compensation coverage, if applicable. Said insurance shall name the Town of Louisa (including its officers, officials, employees and agents) as an additional insured party to the insurance contract. A copy of said documents must be provided to the Town of Louisa by the requested due date specified.

In the center of the diagram, there is a space for church members to set up holiday-based ~~out~~ non-interactive displays as a fun addition for kids to see from their cars during the drive-through. Members would be able to bring their own tents/tables if they were part of the non interactive displays at their discression

ALCOHOLIC BEVERAGE INVOLVED IN THIS ACTIVITY:___YES_√___NO (If Yes please describe circumstances involved with the use of alcoholic beverage and if the activity involves the sale of alcohol at this event)

Describe:

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members

From: Liz Nelson, Town Manager

Date: October 15, 2020

Re: Citizen Appointments to the Cemetery Committee

Comments: Jane Meyer and Pattie Cooke contacted the Town to express their desire to serve as citizen members on the Cemetery Committee. They both served extensively in years past as the Columbarium was being constructed. They would like to help maintain the garden at the Columbarium and help develop guidelines for the structure. Mayor Nuckols will appointment both citizens to the Cemetery Committee.

Town of Louisa
Committees & Boards
2020-2021

Police Matters Committee – Bud Dulaney, Jessi Lassiter
Streets & Sidewalks Committee – John Purcell, Sylvia Rigsby; Citizen Member, Jim Artz
Cemeteries Committee – Danny Carter, Sylvia Rigsby; Citizen Members, Jane Meyer and Pattie Cooke
Personnel Committee – Jessi Lassiter, John Purcell
Water & Sewer Committee – John Purcell, Jessi Lassiter
Legal Matters Committee – Jessi Lassiter, Bud Dulaney
Finance Committee – Sylvia Rigsby, Danny Carter
Refuse Collection, Recycling and Litter Control Committee – Sylvia Rigsby, Danny Carter

- Planning Commission (4 Year Term):

A. Carter Cooke, Chair	June 30, 2024
Ronald Bullock	June 30, 2022
Maxine Butcher	June 30, 2021
Cochran Garnett	June 30, 2021
John J. Purcell, IV*	June 30, 2024

*John J. Purcell, IV serves as the town liaison on the Town Planning Commission

- Board of Zoning Appeals (5 Year Term):

Jeffrey S. Feagans	June 30, 2021
J. Byron Mehlhaff	June 30, 2022
Brian Gilbreth	June 30, 2025
James "Jim" Artz	June 30, 2025
One vacant position	

*One member of the Planning Commission also needs to serve on the Board of Zoning Appeals

- Economic Development Authority (4 Year Term):

Matthew L. Kersey Jr.	December 31, 2021
A. Daniel Carter	December 31, 2023
Bud Dulaney	December 31, 2023
R. Jefferson Garnett	December 31, 2021
A. Pierce Stone	December 31, 2022
Brian Gilbreth	December 31, 2021
One vacant position	

Liaison to the County Planning Commission - R. Garland Nuckols, Mayor

LDDC Board Liaison – Pat Hanley

Incorporated 1873

212 Fredericksburg Avenue, P.O. Box 531
Louisa, Virginia 23093
540-967-1400 Office; 540-967-9580 Fax
lnelson@louisatown.org

To: Mayor Nuckols and Town Council Members

From: Liz Nelson, Town Manager

Date: October 15, 2020

Re: Resolution Naming the Access Road into the Town Maintenance Shop "John Jones Way"

Comments: In honor of John J. Jones and his 50 years of service to the Town of Louisa, the Access Road into the Town Maintenance Shop will be named "John Jones Way".

Resolution Attached

At the regularly scheduled meeting of the Louisa Town Council held at the Town Hall located at 212 Fredericksburg Avenue, Louisa, Virginia on the 20th day of October 2020, at which the following members preside: Mayor R. Garland Nuckols, Vice-Mayor Jessica J. Lassiter, A. Daniel Carter, Bud Dulaney, Sylvia L. Rigsby and John Jerl Purcell, IV; the following resolution was adopted.

A RESOLUTION NAMING THE ACCESS ROAD INTO THE TOWN MAINTENANCE SHOP "JOHN JONES WAY".

WHEREAS, John began his tenure with the Town of Louisa on the 1st day of September 1970; and throughout his career, John has held multiple titles in the Public Works Department and currently is the General Superintendent of Public Works; and

WHEREAS, John has worked tirelessly and most admirably alongside his staff to complete the important missions of the Public Works Department, including responding to and successfully managing many on-duty and after-hours emergencies affecting essential services to the community; and

WHEREAS, throughout his long-term dedicated service, John has helped to make the Town of Louisa what it is today; and

NOW, THEREFORE, BE IT RESOLVED, on this 20th day of October 2020, that the Mayor and Town Council of the Town of Louisa, Virginia, hereby names the access road which leads into the Town's Maintenance Shop as "John Jones Way" for now and always, in honor of the tireless work, dedication to duty, and gentlemanly way of our General Superintendent of Public Works, John Jones.

_____
R. Garland Nuckols, Mayor

ATTEST:

_____
Jessica M. Ellis, Clerk

Standing Committee Reports

Water and Sewer Committee
Legal Matters Committee

Staff Reports

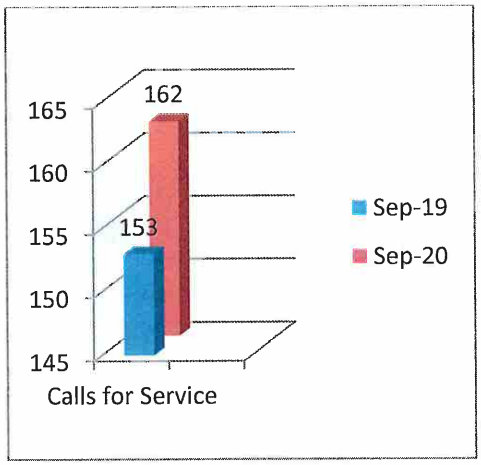
Police Chief
Project Manager
Legal Counsel
Clerk/Treasurer
Town Manager

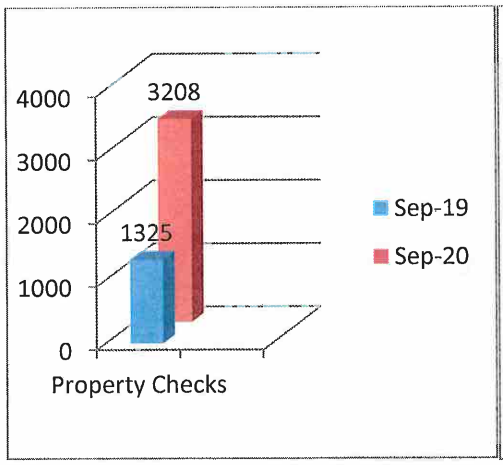
LOUISA POLICE DEPARTMENT

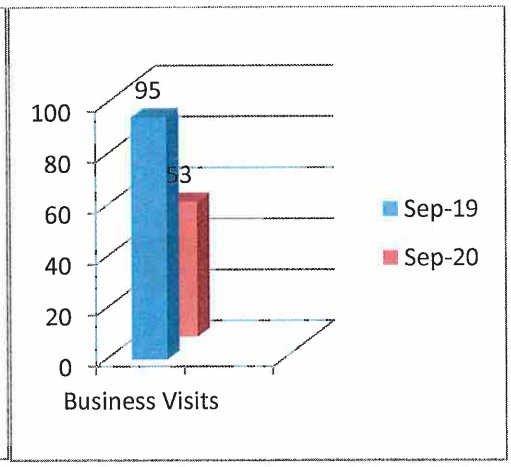
MONTHLY COUNCIL REPORT

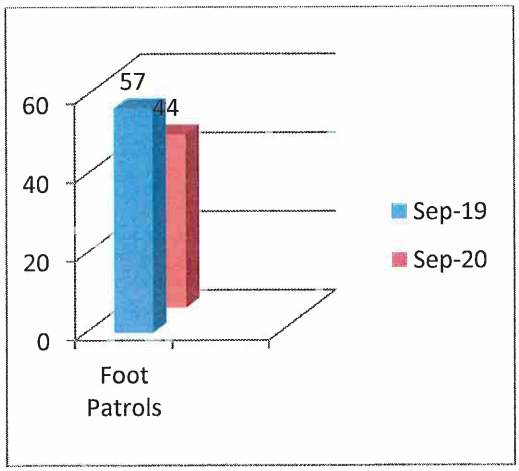
SEPTEMBER 2020

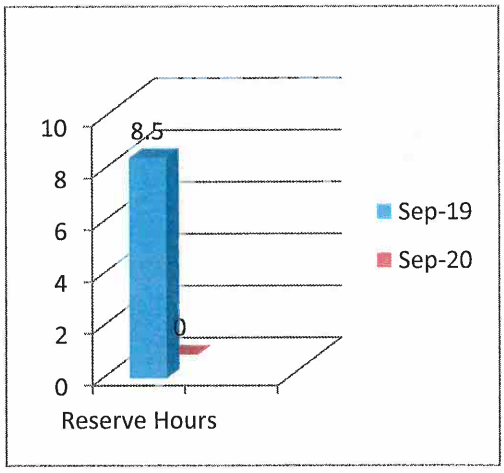
LOGGED ACTIVITY:



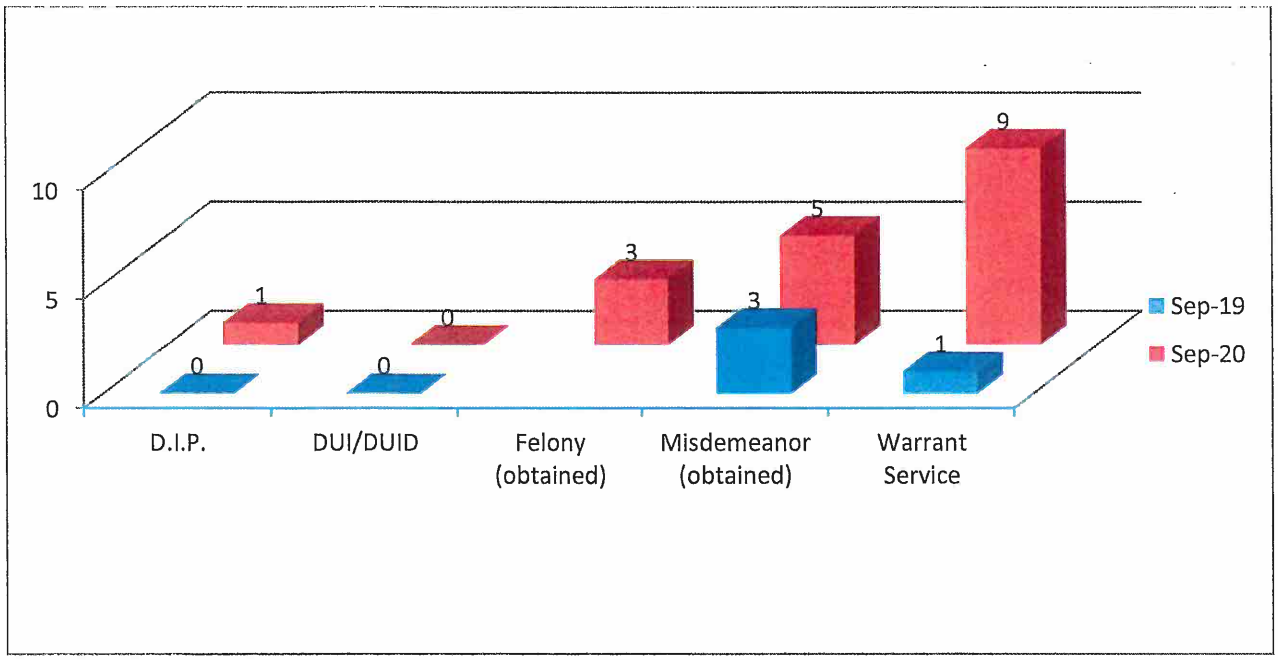




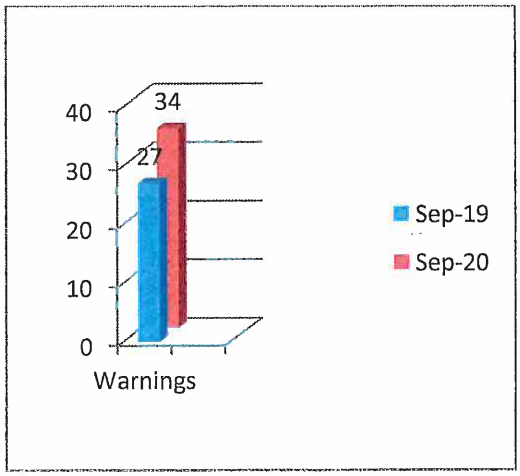


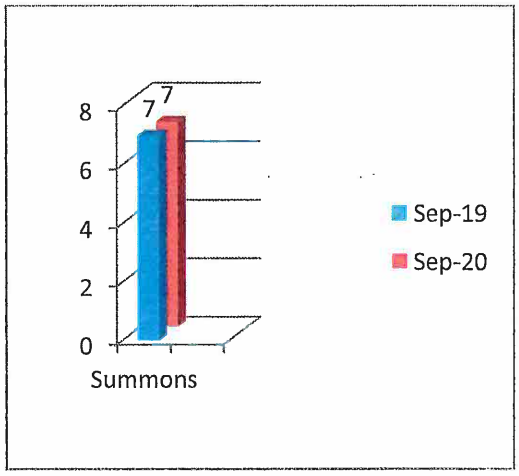


ARRESTS & WARRANTS OBTAINED:

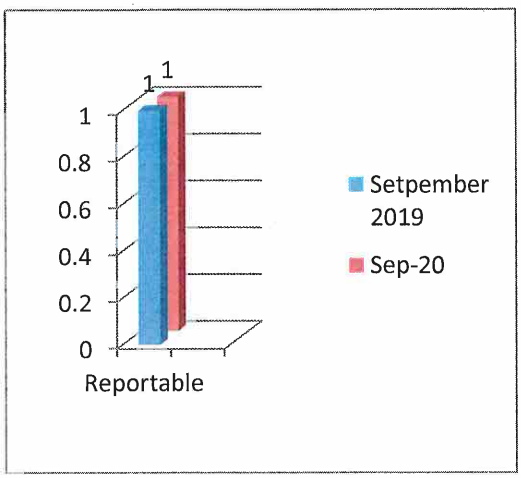


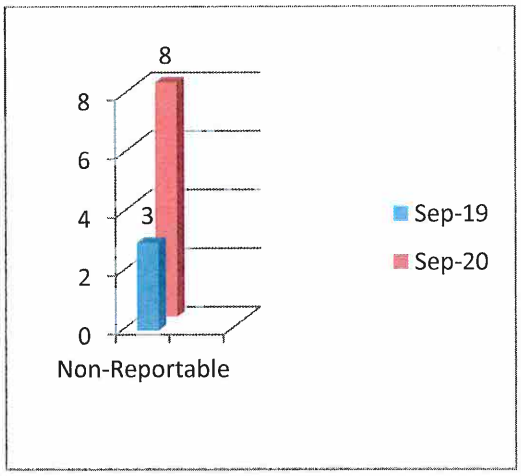
TRAFFIC ENFORCEMENT:





MOTOR VEHICLE CRASHES:





CIVIC PROGRAMS PRESENTED & COMMUNITY EVENTS:

Republican Rally @ Courthouse, 9/16/20
Community Strong Event @ Towne Park, 9/23/20

DEPARTMENTAL TRAINING:

Sgt. Tussing completed Apprenticeship Training @ CSCJTA, 9/2/20
Sgt. Tussing successfully completed Intoxilyzer recertification via on-line, 9/24/20
Sgt. Tussing attended the Executive Retreat and In-Service Training @ Hot Springs, 9/8-10/20
Officer Morton successfully completed field training and was released 9/3/20
Officer Williams successfully completed field training and released 9/23/20

Respectfully submitted,

A. T. Leary, III
Chief of Police