



# AGENDA

## WYTHEVILLE TOWN COUNCIL MEETING

MONDAY, MARCH 25, 2024 AT 5:00 PM

MUNICIPAL BUILDING - 150 EAST MONROE STREET  
WYTHEVILLE, VA 24382

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1. **INVOCATION** - COUNCILWOMAN CANDICE N. JOHNSON
2. **CALL TO ORDER** - MAYOR BETH A. TAYLOR
3. **ESTABLISHMENT OF QUORUM** - MAYOR BETH A. TAYLOR
4. **PLEDGE OF ALLEGIANCE** - COUNCILMAN GARY L. GILLMAN
5. **APPROVAL OF AGENDA** (requires motion and roll call vote)
6. **6:00 P.M. SCHEDULED RECESS** (if necessary)
7. **CONSENT AGENDA**
  - A. Minutes of the special meeting of March 6, 2024, and the regular meeting of March 11, 2024 (requires motion and vote)
8. **PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS**
  - A. **Consider the renewal of a lease of Town property for the Wytheville Farmers' Market located at 210 West Spring Street in Wytheville**
    1. Staff Report/Presentation by Assistant Town Manager Elaine Holeton
    2. Public hearing to consider renewing the Wytheville Farmers' Market Lease Agreement
    3. Consideration by the Town Council to renew the lease of Town property for the Wytheville Farmers' Market located at 210 West Spring Street in Wytheville (requires motion and roll call vote)
9. **CITIZENS' PERIOD**
10. **PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS**
  - A. **Consider scheduling a public hearing for the Town Council meeting on Monday, April 8, 2024, at 5:00 p.m., or as soon thereafter as possible, in the Council Chambers to consider an amendment to the Fiscal Year 2023-24 budget for sewer improvements**
    1. Staff Report/Presentation by Assistant Town Manager Elaine Holeton

2. Consideration by the Town Council to schedule a public hearing for the Monday, April 8, 2024, Town Council meeting **(requires motion and vote)**

**B. Consider the request of the Wythe Arts Council to provide traffic control on Friday, June 14; Saturday, June 15; and, Sunday, June 16, 2024, for the Chautauqua Balloon Glow**

1. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**C. Consider the request of the Wythe Arts Council to provide traffic control on Saturday, June 15, 2024, for the Chautauqua Festival Parade**

1. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**D. Consider the request of the Wythe Arts Council to provide traffic control on Saturday, June 15, 2024, to conduct the Chautauqua Fun Run**

1. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**E. Consider the request of the Wythe Arts Council to provide traffic control on Saturday, June 22, 2024, to conduct the Chautauqua Festival 5K**

1. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**F. Consider the request of the Wythe Arts Council for a Waiver of Fees for the use of Withers Park, Elizabeth Brown Memorial Park and the 4th Street Civic Center beginning Friday, June 14, 2024, through Sunday, June 23, 2024, for the Chautauqua Festival event**

1. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**G. Consider the request of the Wythe Arts Council for the issuance of a raffle permit for calendar year 2024**

1. Consideration by the Town Council to approve/deny the request **(requires motion and vote)**

**11. NEW BUSINESS - TOWN MANAGER BRIAN FREEMAN**

**12. REPORTS**

**A. Staff Report(s) - TOWN MANAGER BRIAN FREEMAN**

**B. Upcoming Meetings - CHIEF DEPUTY CLERK BRANDI JONES**

**13. OTHER BUSINESS**

**A. Council Member Time**

**B. Miscellaneous**

(1) Council Committee Reports; (2) 2024 April Town Council Meeting Calendar

**14. CLOSED MEETING**

**A. Closed meeting pursuant to § 2.2-3711 (A.) (1.) to discuss the performance of appointed employees (requires motion and vote)**

**B. Certification of Closed Meeting (requires motion and roll call vote)**

**15. ADJOURNMENT**

**7-A**





MINUTES
WYTHEVILLE TOWN COUNCIL
SPECIAL MEETING
WEDNESDAY, MARCH 06, 2024 AT 4:00 PM
MUNICIPAL BUILDING - 150 EAST MONROE STREET
WYTHEVILLE, VA 24382

1. UNAPPROVED MINUTES

RE: ATTENDANCE

MEMBERS PRESENT:

Mayor Beth Taylor, Vice-Mayor Cathy Pattison, Councilwoman Holly Atkins, Councilman Gary Gillman, Councilwoman Candice Johnson

MEMBERS ABSENT:

None

OTHERS PRESENT:

Town Manager Brian Freeman, Assistant Town Manager Elaine Holeton, Chief Deputy Clerk Brandi Jones, Interim Town Attorney Paul Cassell, Computer Operations Manager Ron Jude, Police Officer Darren Umberger

2. RE: CALL TO ORDER

Mayor Taylor called the meeting to order.

3. RE: ESTABLISHMENT OF QUORUM

Mayor Taylor established that a quorum of Council members was present.

4. RE: PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilwoman Atkins.

5. RE: APPROVAL OF AGENDA

Mayor Taylor advised that the next agenda item is the Approval of Agenda. She inquired if there was a motion to approve the agenda as presented.

Motion made by Councilman Gillman, Seconded by Councilwoman Atkins. She inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilwoman Johnson, Vice-Mayor Pattison, Mayor Taylor, Councilwoman Atkins, Councilman Gillman.

6. RE: PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS

**A. RE: STAFF REPORT REGARDING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND FOR PHASE I OF THE WASTEWATER COLLECTION SYSTEM INFLOW AND INFILTRATION PROJECT**

Mayor Taylor advised that the next agenda item is a Staff Report/Presentation by Town Manager Freeman regarding the issuance and sale of a General Obligation Bond in the maximum amount of \$491,784 to be used to finance Phase I of the Town's wastewater collection system inflow and infiltration project. Town Manager Freeman presented information regarding Phase I of the inflow and infiltration project, and what the funds from the General Obligation Bond will be used for in this project. Mayor Taylor inquired if there would be a penalty for early payoff of the Bond. Town Manager Freeman advised that the Bond has zero percent interest for 30 years, so there is no benefit in paying it off early. Mayor Taylor inquired if there were any other questions regarding the General Obligation Bond. There being none, she proceeded with the agenda.

**B. RE: PUBLIC HEARING - ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND FOR PHASE I OF THE WASTEWATER COLLECTION SYSTEM INFLOW AND INFILTRATION PROJECT**

Mayor Taylor advised that the meeting constituted a public hearing (due notice having been given) to consider the issuance and sale of a General Obligation Bond in the maximum amount of \$491,784 to be used to finance Phase I of the Town's wastewater collection system inflow and infiltration project. Mayor Taylor stated that there were no citizens present to address the Council during the public hearing, therefore, she would declare the public hearing closed and proceed with the agenda.

**C. RE: CONSIDERATION OF THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND FOR PHASE I OF THE WASTEWATER COLLECTION SYSTEM INFLOW AND INFILTRATION PROJECT**

Mayor Taylor advised that the next agenda item is the consideration by the Town Council to adopt a resolution authorizing the issuance and sale of a General Obligation Bond and the execution and delivery of certain related documents. She inquired if there was a motion to adopt a resolution authorizing the issuance and sale of a General Obligation Bond in the maximum amount of \$491,784 to be used to finance Phase I of the Town's wastewater collection system inflow and infiltration project, and to execute and to deliver certain related documents.

Motion made by Councilman Gillman, Seconded by Vice-Mayor Pattison. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilman Gillman, Councilwoman Atkins, Mayor Taylor, Vice-Mayor Pattison, Councilwoman Johnson.

**7. RE: ADJOURNMENT**

There being no further business to be discussed a motion was made, seconded and carried to adjourn the meeting. (4:08 p.m.)

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Beth A. Taylor, Mayor

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Brandi N. Jones, Chief Deputy Clerk



# MINUTES

## WYTHEVILLE TOWN COUNCIL MEETING

MONDAY, MARCH 11, 2024 AT 5:00 PM

MUNICIPAL BUILDING - 150 EAST MONROE STREET  
WYTHEVILLE, VA 24382

### 1. **UNAPPROVED MINUTES**

#### **MEMBERS PRESENT:**

Mayor Beth Taylor, Vice-Mayor Cathy Pattison, Councilwoman Holly Atkins, Councilman Gary Gillman, Councilwoman Candice Johnson

#### **MEMBERS ABSENT:**

None

#### **OTHERS PRESENT:**

Town Manager Brian Freeman, Assistant Town Manager Elaine HOLETON, Chief Deputy Clerk Brandi Jones, Interim Town Attorney Paul Cassell, Computer Operations Manager Ron Jude, Police Chief Joel Hash, Police Officer Ernie Williams, Alma Watson, Jim Cohen, Robby Suthers, H.A. Suthers, Julie Kause

### 2. **RE: CALL TO ORDER**

Mayor Taylor called the meeting to order.

### 3. **RE: ESTABLISHMENT OF QUORUM**

Mayor Taylor advised that a quorum of Council members was present.

### 4. **RE: PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Councilwoman Johnson.

### 5. **RE: APPROVAL OF AGENDA**

Mayor Taylor advised that the next agenda item is the Approval of Agenda. She stated that Citizens Period is item number ten on the agenda and that there is at least one person attending the meeting who stated that they wished to address the Council during Citizens Period. Mayor Taylor inquired if there was a motion to amend the agenda to move Citizens Period from agenda item 10 to follow agenda item 8A.

Motion made by Vice-Mayor Pattison, Seconded by Councilman Gillman. Mayor Taylor inquired if there was any discussion on the motion. Councilwoman Atkins inquired if citizens could still address the Council if they were to come in late to the meeting. Mayor Taylor stated that they will still be able to address the Council. Councilwoman Johnson stated that she would like to confirm that citizens still could speak to the Council if they are late, since the agenda was published to the media and made public. Mayor Taylor stated that is correct. There being no further discussion, the motion was approved with the

following voting results, by roll call vote: Voting Yea: Councilman Gillman, Councilwoman Atkins, Mayor Taylor, Vice-Mayor Pattison, Councilwoman Johnson.

**6. RE: 6:00 P.M. RECESS**

Mayor Taylor advised that for informational purposes, the agenda includes a 6:00 p.m. scheduled recess, if necessary.

**7. RE: CONSENT AGENDA**

Mayor Taylor presented the consent agenda consisting of the minutes of the regular meeting of February 12, 2024. She inquired if there was a motion to approve the minutes of the regular meeting of February 12, 2024, as presented.

Motion made by Councilman Gillman, Seconded by Vice-Mayor Pattison. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson.

**8. RE: PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS**

**A. RE: STAFF REPORT - FISCAL YEAR 2023-24 BUDGET APPROPRIATIONS**

Mayor Taylor advised that the next agenda item is to consider appropriations to the Fiscal Year 2023-2024 Budget. She stated that Town Manager Freeman will give a Staff Report/Presentation to the Council regarding this matter.

Town Manager Freeman stated that it was necessary for a budget amendment in the General Fund in the amount of \$732,500, due to the increase in the the Virginia Department of Transportation (VDOT) Street Maintenance Funds and donations that were made to the Fire and EMS Department. He noted that the remainder of the budget amendment is for the Wastewater Fund in the amount of \$60,886, due to an insurance recovery on a pump replacement at Pump Station 6 in Wytheville. Mayor Taylor inquired if the Council had any questions for Town Manager Freeman regarding the budget appropriations. There being none, she proceeded with the agenda.

**RE: PUBLIC HEARING - FISCAL YEAR 2023-24 BUDGET APPROPRIATIONS**

Mayor Taylor advised that the meeting constituted a public hearing (due notice having been given) to consider appropriations to the Fiscal Year 2023-2024 Budget. She inquired if there were any citizens present who wished to address the Council during the public hearing. There being none, she declared the public hearing closed and proceeded with the agenda.

**RE: BUDGET APPROPRIATIONS FOR FISCAL YEAR 2023-2024 BUDGET**

Mayor Taylor advised that the next agenda item is the consideration by the Town Council to approve the budget appropriations to the Fiscal Year 2023-2024 Budget. She inquired if there was a motion to amend and appropriate the 2023-2024 General

Fund Budget in the amount of \$732,500 and the Wastewater Fund Budget in the amount of \$60,886.

Motion made by Councilman Gillman, Seconded by Vice-Mayor Pattison. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilwoman Johnson, Vice-Mayor Pattison, Mayor Taylor, Councilwoman Atkins, Councilman Gillman.

**9. RE: CITIZENS' PERIOD**

Mayor Taylor advised that the next agenda item is Citizens' Period. She stated that there is one citizen listed on the sign-in sheet who would like to address the Council during Citizens' Period. Mayor Taylor inquired if Mr. Robby Suthers would come to the podium and state his name and address for the recording of the minutes.

Mr. Robby Suthers was recognized and stated that he resides at 990 South 14th Street in Wytheville. Mr. Suthers stated that he had just heard about some of the updates regarding the 20th Street Bridge and the surrounding area. He then addressed the Council regarding the 20th Street Bridge, West Railroad Avenue, West Madison Street and the concerns that he and his neighbors in that area have. Mr. Suthers noted that he is asking the Council to solve the issue, and he commented, whether it is the 18th Street Crossing or the 20th Street Bridge that solves it. Councilwoman Johnson stated that Mr. Suthers' concerns are not unheard. She noted that Town Staff and others are working toward a solution to this problem. Town Manager Freeman commented that the completion of Madison Street is strictly to give citizens in that area a secondary outlet, and that it is not just an alternative option. Discussion continued regarding the completion of Madison Street as a secondary outlet for citizens around the 20th Street Bridge area of town. Councilwoman Atkins inquired if the message board is still located on Route 21, notifying drivers of the reduced speed. Mr. Suthers stated that he believes it is still there. Councilwoman Atkins inquired if the pothole under the bridge on Route 21 could be fixed. Town Manager Freeman stated that it has been patched and that the road will be paved in the next couple of months. Councilwoman Johnson advised that she would like to note, for the record, that she did not want to speak for the other Council members regarding this topic, and in her earlier comments, she was speaking on behalf of herself. The Council thanked Mr. Suthers for his comments.

**10. RE: PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS (CONTINUED)**

**A. RE: WYTHEVILLE POLICE DEPARTMENT AUTHORIZATION REQUEST**

Mayor Taylor advised that the next agenda item is to consider authorizing the Wytheville Police Department to issue a purchase order for two police vehicles with the understanding that the funds will be appropriated in the Fiscal Year 2024-25 budget. She stated that Town Manager Freeman will give the Council more information regarding this matter.

Town Manager Freeman explained that Staff is asking that the Council approve authorizing the Police Department to issue a purchase order, which will be necessary to order two new police vehicles through a State contract. He noted that the funds for

the two vehicles will not be issued until after July 1, 2024. A brief discussion continued regarding the authorization of a purchase order for two new police vehicles and the process of replacing old police vehicles with new ones. Mayor Taylor inquired if there was a motion to authorize the Wytheville Police Department to issue a purchase order for two police vehicles with the understanding that the funds will be appropriated in the Fiscal Year 2024-25 budget.

Motion made by Councilwoman Johnson, Seconded by Councilman Gillman. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilman Gillman, Councilwoman Atkins, Mayor Taylor, Vice-Mayor Pattison, Councilwoman Johnson.

**B. RE: PROPOSED BUDGET ADOPTION CALENDAR FOR FISCAL YEAR 2024-2025 AND SCHEDULING WORK SESSIONS**

Mayor Taylor advised that the next agenda item is to consider scheduling a Council Work Session for Monday, March 25, 2024, and Monday, April 8, 2024, at 4:00 p.m., in the Council Chambers before the regularly scheduled Town Council meeting to discuss the development of the budget for Fiscal Year 2024-25; and, consider adopting the proposed budget adoption calendar for Fiscal Year 2024-25. She stated that Town Manager Freeman will give the Council more information regarding this topic.

Town Manager Freeman advised that he would now review the proposed budget adoption calendar for Fiscal Year 2024-25. He noted that he is proposing that the first reading of the budget be considered at the Monday, April 22, 2024, meeting, the seconded reading, as well as the public hearing be conducted, at the Monday, May 13, 2024, meeting of the Council, and the final reading and adoption of the budget be held at the Tuesday, May 28, 2024, meeting. Town Manager Freeman stated that the State Code requires the adoption of a budget calendar. Mayor Taylor inquired if there was a motion to approve scheduling the two Council Work Sessions, as well as to adopt the budget adoption calendar for Fiscal Year 2024-25.

Motion made by Vice-Mayor Pattison, Seconded by Councilwoman Johnson. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson.

**C. RE: AMERICAN CANCER SOCIETY - WAIVER OF FEES REQUEST**

Mayor Taylor advised that the next agenda item is to consider the request of the American Cancer Society for a Waiver of Fees for the use of Withers Park on Saturday, May 4, 2024, for the Relay for Life of Wythe County event. She stated that Assistant Town Manager Holeton will give the Council more information on this matter.

Assistant Town Manager Holeton noted that the value of the rental fee is \$350, and that this request to waive the rental fee has been approved by the Council in past years. Councilwoman Atkins inquired if the Town would be considered as a sponsor

for the Relay for Life event. Assistant Town Manager Holeton noted that she was not sure if the Town is considered a sponsor, however, Staff will advise the American Cancer Society that the Council is approving the Waiver of Fees with the stipulation that the Town be listed as a sponsor of the event. Mayor Taylor inquired if there was a motion to approve the request of the American Cancer Society for a Waiver of Fees for the use of Withers Park on Saturday, May 4, 2024, for the Relay for Life of Wythe County event, with the stipulation that the Town be listed as a sponsor.

Motion made by Councilwoman Johnson, Seconded by Councilwoman Atkins. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson.

**D. RE: ASSOCIATION OF UNIVERSITY WOMEN - WYTHEVILLE BRANCH – RAFFLE PERMIT REQUEST**

Mayor Taylor advised that the next agenda item is to consider the request of the Wytheville Branch of American Association of University Women for the issuance of a raffle permit for calendar year 2024. She inquired if there was a motion to approve the request of the Wytheville Branch of American Association of University Women for the issuance of a raffle permit for calendar year 2024.

Motion made by Councilwoman Johnson, Seconded by Vice-Mayor Pattison. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson.

**E. RE: WYTHEVILLE FARMERS' MARKET LEASE AGREEMENT RENEWAL AND PUBLIC HEARING**

Mayor Taylor advised that the next agenda item is to review the second draft of the Wytheville Farmers' Market Lease Agreement and consider scheduling a public hearing for the Town Council meeting on Monday, March 25, 2024, at 5:00 p.m., or as soon thereafter as possible, in the Council Chambers to consider the renewal of a lease of Town property for the Wytheville Farmers' Market located at 210 West Spring Street. She stated that Assistant Town Manager Holeton will give the Council more information regarding the Agreement.

Assistant Town Manager Holeton stated that the Council does not have to decide on the Lease Agreement at this meeting. She noted that, however, a public hearing and the final decision regarding the Farmers' Market Lease Agreement can be scheduled for the next Town Council meeting. Assistant Town Manager Holeton reviewed the second draft of the Lease Agreement with the Town Council. Councilwoman Johnson inquired if the Farmers' Market Board agreed with the draft agreement. Assistant Town Manager Holeton stated that they agree with the language of the draft Lease Agreement. A brief discussion was held regarding the language of the Farmers' Market Lease Agreement and the utility fees of the Farmers' Market building. Mayor Taylor inquired if there was a motion to schedule a public hearing for the Town Council meeting on Monday, March 25, 2024, at 5:00 p.m., or as soon thereafter as



possible, in the Council Chambers to consider the renewal of a lease of Town property for the Wytheville Farmers' Market located at 210 West Spring Street.

Motion made by Councilman Gillman, Seconded by Councilwoman Johnson. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson.

**11. RE: PRESENTATIONS TO TOWN COUNCIL**

**A. RE: WYTHEVILLE POLICE DEPARTMENT'S 2023 ANNUAL REPORT PRESENTATION**

Mayor Taylor advised that the next agenda item is a presentation by Police Chief Joel Hash regarding the 2023 Wytheville Police Department's Annual Report. She stated that Police Chief Joel Hash will now give the Council more information regarding the Police Department's Annual Report.

Police Chief Joel Hash presented the 2023 Wytheville Police Department's Annual Report, which included the highlights of 2023, Department staffing, local crime statistics, Kids' Summer Camp, public school presentations, etc. Councilwoman Atkins inquired of Police Chief Hash regarding the one-week Kids' Summer Camp, and if there was any way it could be extended to a two-week camp to include more kids. Police Chief Hash stated that the Wytheville Fire Department helps with the Summer Camp and that they would start working on how to extend the time and/or include more kids in the Kids' Summer Camp. Police Chief Hash thanked Town Manager Freeman, the Town Council and the community for supporting of the Wytheville Police Department.

**12. RE: REPORTS**

**A. RE: BUDGET AND FINANCE COMMITTEE REPORT - EMPLOYEE HEALTH INSURANCE RENEWAL**

Vice-Mayor Pattison reported for the Budget and Finance Committee. The Budget and Finance Committee Report was entered into the record, as follows:

**1. 2024-25 EMPLOYEE HEALTH INSURANCE RENEWAL:** The Town of Wytheville offers its employees insurance through The Local Choice, a State health benefits program established by the General Assembly in 1989. The Local Choice serves Wytheville, along with many other local governments and public-school systems across the state. Each year, participating entities are evaluated, and new rates for the upcoming year are established. The rate for each locality is established based on their usage of the policy through the year, as well as the combined rate with all other agencies across Virginia. The revised rates are then provided to each entity for their consideration during the insurance renewal period. This year, there was a 10.5 percent increase. By April 1, 2024, it will be necessary for the Town of Wytheville to initiate the renewal and declare the percentage of the plan offerings being covered by the Town and employee respectively. After careful consideration, it is the recommendation of the Budget and Finance Committee that the Town renew with

The Local Choice with the same plans and continue to pay the 92.7 percent blended rate for employee only insurance plans with an additional \$350 monthly contribution to the "Plus 1" or Family plans. Councilwoman Atkins inquired if there will be an increase in the rates from last year to this year. Vice-Mayor Pattison stated that the only increase is the additional \$100 contribution to the "Plus 1" or Family plans.

Motion made by Vice-Mayor Pattison, Seconded by Councilwoman Johnson. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilwoman Johnson, Vice-Mayor Pattison, Mayor Taylor, Councilwoman Atkins, Councilman Gillman.

**B. RE: STAFF REPORT(S)**

Town Manager Freeman presented his Staff Report, as follows:

**BUDGET PREPARATION:** Town Manager Freeman advised that the only item he has to report on at this meeting is a reminder that this is a critical time of year regarding the budget preparation process for Fiscal Year 2024-25.

**C. RE: UPCOMING MEETINGS**

Chief Deputy Clerk Jones presented the upcoming meetings, as follows:

1. The Wytheville Planning Commission meeting scheduled for Thursday, March 14, 2024, has been canceled.
2. The Homestead Museum Advisory Board will meet on Friday, March 15, 2024, at 10:00 a.m., at the Jackson House.
3. Downtown Wytheville, Incorporated (DTW) will meet on Monday, March 18, 2024, at 5:30 p.m., at the DTW office
4. The Wytheville Redevelopment and Housing Authority will meet on Wednesday, March 20, 2024, at 12:00 p.m., at the Housing Authority Office.
5. The New River Regional Water Authority will meet on Thursday, March 21, 2024, at 10:00 a.m., at the Water Plant in Wytheville.
6. The District III Board will meet on Thursday, March 21, 2024, at 6:00 p.m., at the Marion Office.
7. The next Council Work Session will be held at 4:00 p.m., on Monday, March 25, 2024, prior to the regularly scheduled Wytheville Town Council meeting at 5:00 p.m., in the Council Chambers of the Municipal Building.

**13. RE: OTHER BUSINESS**

**A. RE: COUNCIL MEMBER TIME**

Mayor Taylor advised that the next agenda item is Council Member Time. She

inquired if Councilman Gillman had anything to discuss during Council Member Time. Councilman Gillman stated that he did not have anything to discuss at this time.

Mayor Taylor inquired if Councilwoman Atkins had anything she would like to discuss during Council Member Time. Councilwoman Atkins inquired about the status of the delineators for the Public Works Department vehicles. Town Manager Freeman stated that he will check on the status of this matter.

Councilwoman Atkins inquired about a new policy to adjust water bills for citizens who encounter water leak issues. She noted that she would like to see the policy updated. Town Manager Freeman noted that he would look into this matter.

Councilwoman Atkins stated that she would like for televisions, displaying information for Town employees, to be placed in Town breakrooms. She advised that she has spoken with Town Manager Freeman, previously, about this and he was looking into it, but she would like for the televisions to be installed for the employees.

Councilwoman Atkins inquired about the status of adopting a resolution for Devoted to You, "Wytheville's A Christmas to Remember" event, that was discussed at a previous meeting. Chief Deputy Clerk Jones stated that the resolution will be placed on an agenda for a future Council meeting.

Councilwoman Atkins inquired about the new Human Resources software and its recordkeeping and timekeeping capabilities, and if she could receive more information regarding the software. Town Manager Freeman stated that he would contact Councilwoman Atkins regarding this matter.

Councilwoman Atkins inquired about Town employees serving the community as a Town representative during work hours and not having to use their vacation or compensation time, as long as there is adequate recordkeeping and they provide a service to the community. A brief discussion was held regarding Town employees serving the community during work hours. Town Manager Freeman stated that he will look into this topic.

Mayor Taylor stated that she did not have anything to discuss during Council Member Time.

Mayor Taylor inquired if Vice-Mayor Pattison had anything she would like to discuss during Council Member Time. Vice-Mayor Pattison stated that she did not have anything to discuss at this time.

Mayor Taylor inquired if Councilwoman Johnson had anything she would like to discuss during Council Member Time. Councilwoman Johnson inquired about the Mountain View Drive traffic calming study. Town Manager Freeman stated that Planning Director John Woods is currently working on this matter. He noted that Planning Director Woods is looking to present his study to the Council at an April Town Council meeting.

Mayor Taylor advised that a citizen has reached out to her regarding the Council members reserving the right to discuss items later in the meeting and citizens having to wait during a Closed Meeting, because of this statement. She stated that it is

frustrating to them if they stay only to find out nothing else is being discussed. Mayor Taylor noted that that the citizen is requesting that all Council members discuss everything they need to prior to going into a Closed Meeting, so that citizens do not have to wait for no reason. She inquired if any of the Council members had anything else they would like to discuss during Council Member Time. There being none, she proceeded with the agenda.

**14. RE: CLOSED MEETING**

- A. Mayor Taylor advised that it would now be necessary for the Council to go into a Closed Meeting pursuant to Section 2.2-3711 (A.) (7.) Consultation with legal counsel pertaining to probable litigation. She inquired if there was a motion to go into a Closed Meeting.

Motion made by Councilman Gillman, Seconded by Vice-Mayor Pattison. She inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Atkins, Councilman Gillman, Councilwoman Johnson. (6:00 p.m.)

**B. RE: CERTIFICATION OF CLOSED MEETING**

Mayor Taylor advised that it would now be necessary to certify the Closed Meeting. She noted that it was also necessary to reconvene into open session. Mayor Taylor inquired if there was a motion to certify the Closed Meeting held pursuant to Section 2.2-3711 (A.) (7.) Consultation with legal counsel pertaining to probable litigation and that only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the Closed Meeting to which this certification applies, and only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed or considered by the Council.

Motion made by Vice-Mayor Pattison, Seconded by Councilwoman Atkins. Mayor Taylor inquired if there was any discussion on the motion. There being none, the motion was approved with the following voting results, by roll call vote: Voting Yea: Councilman Gillman, Councilwoman Atkins, Mayor Taylor, Vice-Mayor Pattison, Mayor Taylor, Councilwoman Johnson. (6:27 p.m.)

**15. RE: ADJOURNMENT**

There being no further business to be discussed a motion was made, seconded and carried to adjourn the meeting. (6:28 p.m.)

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Beth A. Taylor, Mayor

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Brandi N. Jones, Chief Deputy Clerk

**8-A**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Wytheville Farmers' Market Lease Renewal

**SUMMARY:**

A public hearing has been scheduled to consider renewing the lease of Town property for the Wytheville Farmers' Market located at 210 West Spring Street in Wytheville. Assistant Town Manager Holeton will be presenting information on this matter. After receiving comments from any interested citizens, the public hearing should be declared closed.

**Recommended Action**

Action on this matter will require a motion and roll call vote.

## WYTHEVILLE FARMERS MARKET LEASE AGREEMENT

This Lease Agreement (the "Agreement") dated \_\_\_\_\_, 2024, is made and entered by and between the Wytheville Farmers Market, a non-profit organization as registered in the Commonwealth of Virginia, ("**Farmers Market**"), and the Town of Wytheville, a municipal corporation of the Commonwealth of Virginia, (the "**Town**").

Whereas the Town of Wytheville owns the Property, Building and Shelter as referenced in this agreement and the Wytheville Farmers Market desires to use this space for a farmers market venue, as agreed to by both parties, the terms as shown below shall apply to this lease agreement.

- 1) Lease of Space.** On the terms and conditions set forth below, and pursuant to the laws of the commonwealth, the **Town** hereby grants the **Farmers Market** the permission to use the building (the "Building") and the attached outdoor shelter (the "Shelter") located at 210 W. Spring St., Wytheville, Virginia known collectively with parking areas as the property, (the "Property"), as shown on the drawing attached hereto as Exhibit A.
- 2) Term.** The initial term of this Agreement shall be for one (1) year, commencing on \_\_\_\_\_, 2024 (the "Commencement Date"), and ending at 11:59 p.m. on December 31, 2024 (such term hereinafter called the "Primary Term").

This Agreement shall automatically be extended for four (4) additional one (1) year terms (a "One Year Extension Term") unless either party terminates it at the end of the then current term by giving written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term.

- 3) Use.** The **Farmers Market** organization shall use the property to host the Wytheville Farmers Market, in accordance with the bylaws and mission of the organization which shall include but not be limited to the hosting of a weekly farmers market for local vendors (the "Vendors") and for the sale of locally made goods, including but not limited to produce, meats, and crafts. Events that support the mission and vision of the organization may be scheduled as needed by the organization.
- 4) Scheduling.** The **Farmers Market** shall have the right to use the building and property on scheduled farmers market dates and may use the property on other days as needed. The organization shall maintain a master calendar (the "Master Calendar") showing the proposed dates of events. At the request of the Town Manager, the master calendar shall be shared with the town.
- 5) Use of the Building by Others.** Any request by other outside parties to use the Building shall be managed in accordance with this policy. The outside party shall notify the Farmers Market Manager of the request. The Farmers Market Manager shall consult with the Board of Directors, who shall have the authority to make a determination as to whether or not the request can be accommodated, based on compatibility of the use with the goals and operational needs of the **Farmers Market**. Any use of the building shall not be in exchange for

monetary value (sublet), and the use must be supervised by either the Farmers Market Manager, Other Staff or Farmer’s Market Board Member. Any such use shall be in line with the mission of the organization in service to the community.

**6) Use of the Outdoor Shelter and Other Outdoor Property by Others.** Both parties agree that every effort shall be made to reduce unlawful uses on the property. This policy outlines uses of the outdoor space affiliated with the property.

**Non-organized Use of Outdoor Space.** The lawful use of the outdoor shelter and parking areas may be used by the general public for parking and non-organized uses that support downtown. The proximity of the outdoor space to the Heritage Walk and other amenities downtown is conducive to the lawful use of the shelter and parking lot. Overnight camping and other unlawful uses shall be prohibited on the property.

**Organized Use of Outdoor Space.** Individuals who seek to use the shelter space or parking lot for an organized event, shall first contact the Farmers Market Manager. The Manager shall consult with the Farmers Market Board. The Board shall determine when organized events and/or planned uses of the shelter and parking area may occur. Any such use shall not be considered a sublet and no payment shall occur for use of the space. Any use of the space for organized events by others must be supervised by either a member of the Farmers Market Board or by Farmers Market Staff and the event must be related to the mission of the **Farmers Market**.

**7) Insurance Requirements of Others.** Any entity who sponsors a planned event on the property shall carry liability insurance for the event at the prescribed minimum insurance amount and such policy shall name both the **Town** and the **Farmers Market** as co-insured on the policy.

**8) No Subletting.** Subletting of spaces affiliated with the property to any outside parties who are not subject to this agreement is not allowed. Any exception to this policy will require the written consent of both the Town Manager and the Farmers Market Board, with the terms of the sublet fully defined and agreed to by both parties as a modification to this agreement.

**9) Use of the Bathrooms.** It is understood by both parties that the **Farmers Market** is responsible for the regular cleaning and light maintenance of the bathroom, to include the providing of bathroom supplies. Should outside parties, including the **town**, request to use the bathroom for separate uses or events, a request shall be made prior to said event and directed to the Farmers Market Board. If the request is approved by the board, a bathroom cleaning fee may be required prior to such use.

**10) Commercial Kitchen.** It is understood by both parties that the **Farmers Market** seeks to establish a commercial kitchen in the building. The purpose of the commercial kitchen is to further the mission and goals of the organization to support local agricultural producers, to spur culinary and agribusiness economic development and to promote healthy lifestyles. It is agreed by both parties that the future efforts to install a commercial kitchen is done so with the full



understanding that any physical improvements to the building and to the property resulting from these efforts will become property of the **Town**.

It is understood by both parties that any improvements to the building shall first receive written approval by the Town Manager prior to initiating a contract for construction, or beginning construction, and that all work shall be properly permitted. It is understood that building upgrades resulting from the commercial kitchen, which may include but not be limited to electrical, plumbing, hvac, vents and hoods, floors, ceilings, internal walls, structural improvements, and other essential building components, shall upon completion become property of the **Town** as the owner of the building. This lease agreement shall not bind the **Town** to assist in any way with the financial obligations needed to construct or complete the commercial kitchen.

Any grant agreements or other types of agreements which are initiated by either party as it relates to the commercial kitchen shall occur outside of this lease agreement and shall be made by separate resolution of the Town Council, when required, to support any activity related to the concept of the commercial kitchen.

It is further agreed that any increase in utility costs, property insurance, licensing or other costs associated with the commercial kitchen shall be borne solely by the **Farmers Market** organization. Upon completion of a commercial kitchen, any future use of the commercial kitchen shall be supervised by either a member of the Farmers Market Board or the farmers market staff at all times. Should a commercial kitchen be installed, the space shall not be sublet to outside parties for non-supervised commercial use.

**11) Appliances, Equipment and Property of the Farmers Market.** It is understood by both parties that appliances, equipment, furniture, and other “movable” equipment that is purchased by the **Farmers Market** shall be considered private property belonging to the **Farmers Market**. Such equipment must be maintained in good condition, placed in spaces that maintain safe ingress and egress and shall meet all building and fire safety requirements. In the event that this lease agreement is terminated, and notice is served, the Farmers Market shall remove personal property within thirty (30) days of receiving the notice.

**12) Keys and Locks.** The building shall be locked at all times, unless it is in use by the **Farmers Market**. The market manager shall keep keys and a list of individuals authorized to keep keys (the "Master Key List"). The **Town** shall keep at least three (3) keys for use in responding to maintenance and/or emergency requests. The Town personnel authorized to keep keys shall be listed on the Master Key List. Town personnel shall include; the Town Manager, the Director of Computer Operations and the Public Works Director. The **Town** shall notify the market manager if there is any change to its authorized personnel.

All locks shall be keyed to the same key, with the exception of the exterior bathroom access door. The exterior bathroom access door shall be keyed to a separate key kept by the **Town**. During approved events that use the shelter, the exterior bathroom access door may be unlocked for public use. However, the interior bathroom access door shall be kept locked to prevent public access into the building.

If either party feels that a rekey of locks is required for the safety and security of the facility, a meeting between the parties shall occur to discuss the need. If it is agreed to by both parties, the cost will be shared between the two parties. If only one party feels that the rekey is required, that party shall be responsible for the cost and must share the new key. It is the responsibility of both parties to ensure that the most recent keys are placed in the Knox Box for use by emergency personnel to enter the facility.

**13) Maintenance.** The **Town** shall maintain the Property in good repair and condition. The **Farmers Market** shall promptly notify the Town Manager of any issues that need repair. If issues arise after regular business hours or weekends that require prompt attention, the Farmers Market shall call (276) 223-3300 and follow the phone directory prompts for "reporting stoplights out" and/or "building maintenance".

**14) Services and Utilities.** Services and utilities shall be provided as shown below.

- a. The **Town** shall provide trash removal for the two (2) cans under the shelter.
- b. The **Town** shall provide water, sewer, electricity, and gas utilities. The Farmers Market will reimburse the **Town** for the utilities as shown in this agreement as "Utility Fee."
- c. The **Farmers Market** shall be responsible for providing and maintaining janitorial and cleaning services; and kitchen and bathroom supplies including toilet paper, soap, and trash bags.

**15) Utility Reimbursement Fee.** The **Farmers Market** shall reimburse the **Town** for utilities ("Utility Fee").

- a. The Utility Fee shall be calculated by adding up the monthly utility fees for the previous year and calculating the average monthly fee based on the previous year's total actual utility costs incurred by the **Town**. The fee shall reflect electricity costs, natural gas costs, water and sewer costs and any other utility cost which is incurred for the operation of the Farmers Market building. The **Town** will discount the electricity cost by 10% to reflect the use of the building's electricity for the Downtown Wytheville speaker control system.
- b. Each year the utility fee value shall be evaluated in January and based on the previous twelve months actual utility expenses incurred by the **Town**. When changes to the utility fee are identified, these changes along with supporting information for any utility fee change shall be sent, in writing, to the Farmers Market Manager by February 1<sup>st</sup> of each year.
- c. When notice of a utility fee change is sent to the Farmers Market, the proposed change to the utility fee will become effective on July 1<sup>st</sup> (five months after February notice is sent). This effective date will allow time for the Farmers Market to budget accordingly.
- d. The Utility Fee shall be paid monthly or paid as one lump sum for the entire year at the discretion of the Farmers Market. Payment of the utility fee, by the **Farmers Market**,

shall be sent to the Town Treasurer, P.O. Box 533, Wytheville, Virginia, 24382 and the check shall be identified as Farmers Market Utility Fee.

- e. Effective July 1, 2024, the Utility Fee shall be \$322 a month or \$3,867 for the year and adjusted annually each year thereafter in accordance with this agreement.

**16) Compliance with Laws.** In its use and occupancy of the Property, The **Farmers Market** and its Vendors shall comply with all applicable laws and governmental rules, regulations, and orders.

**17) Fire and Other Casualty.** If the Property shall be damaged by fire or other casualty and the Property is thereby rendered wholly or partly unsuitable for its intended use, then the **Town** may terminate this Agreement. If the **Town** desires to terminate this Agreement, it shall give the **Farmers Market** written notice of termination within thirty (30) days of the occurrence of such damage, and upon the giving of such notice, this Agreement shall terminate as of the date of the casualty, and both parties shall be released of all liabilities and obligations under this Agreement arising or accruing after the effective date of termination.

**18) Indemnification.** **Farmers Market** shall and hereby does indemnify, defend and hold harmless the **Town** and its agents from and against any and all claims, demands, actions, losses, damages, orders, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) incurred by the **Town** and/or its agents as a result of or arising from: (a) the use or occupancy of the Property by **Farmers Market** and its Vendors; (b) any willful or negligent acts or omissions of **Farmers Market**, or Farmers Market Vendors, agents, employees, contractors or invitees; or (c) any breach or violation by **Farmers Market** of the terms of this Agreement.

**19) Insurance.** The **Farmers Market** shall, throughout the term of this Agreement at its sole cost and expense, provide and keep in force, with responsible insurance companies reasonably acceptable to the **Town**, (a) commercial general liability insurance written on an occurrence basis with limits for property damage claims of not less than \$100,000 and limits for personal injury or death not less than \$2,000,000 per person and \$2,000,000 per occurrence; and (b) casualty insurance insuring the **Farmers Market** against loss or damage to equipment or other personal property in the Property by loss, theft, fire or other casualty normally covered by an "all risk" of physical loss insurance policy. To the extent the **Town** also maintains any insurance in any way connected with the Property, the Town's insurance shall be excess coverage and the Farmers Market insurance shall be primary coverage. The policies described herein shall be endorsed to include the **Town** as an additional insured. The policies required herein shall contain an agreement by the insurer that it will not cancel the policy except after not less than ten (10) days' prior written notice to the **Town** and that any loss otherwise payable under the policy shall be payable notwithstanding any act or negligence of the **Town** or **Farmers Market** that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment. **Farmers Market** shall furnish the **Town** with proof of all such insurance prior to occupying the Property, and **Farmers Market** shall furnish the **Town** with proof of all such insurance at least annually and upon demand of the **Town**.

**20) Default.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the **Farmers Market**: (i) **Farmers Market** defaults in the prompt or full performance of any provision of this Agreement and fails to cure such default within thirty (30) days after notice thereof, or (ii) if the **Town** or **Farmers Market** exercised any right or option to terminate this Agreement or otherwise agreed in writing to terminate this Agreement and **Farmers Market** uses or occupies the Property after the date by which **Farmers Market** was required to vacate and cease using the Property. If an event of default occurs on the part of **Farmers Market** as set forth above, the **Town** may exercise one or more of the following described remedies, in addition to all other rights and remedies available at law or in equity, whether or not stated in this Agreement. The **Town** shall have the right to terminate this Agreement upon written notice to **Farmers Market** and deny **Farmers Market** access to the Property by any lawful means. In the event of such termination by the **Town**, all of **Farmers Market's** rights and privileges hereunder shall terminate and the **Town** shall have no further obligation to **Farmers Market** under this Agreement. Should any of the **Town's** remedies, or any portion thereof, not be permitted by the laws of Virginia, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect. The **Town** may avail itself of these as well as any other remedies or damages allowed by law or at equity. All rights, options and remedies of the **Town** provided herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another. No termination of this Agreement, or taking or recovering possession of the use license granted to **Farmers Market** with or without termination of this Agreement, shall deprive the **Town** of any remedies or actions against **Farmers Market** for damages due or to become due for the breach of any covenant or condition in this Agreement, nor shall the bringing of any such action for breach of any covenant or condition, or the resort to any other remedy be herein construed as a waiver of the right to terminate **Farmers Market's** use of the Property as otherwise provided herein. No receipt of money by the **Town** from **Farmers Market** after default or termination of this Agreement shall: (i) reinstate, continue, or extend the term or affect any notice given to **Farmers Market**, (ii) operate as a waiver of the right of the **Town** to enforce the payment of the Utility Fee then due or to become due, or (iii) operate as a waiver of the right of the **Town** to terminate this Agreement or exercise any other remedy.

**21) Assignment or Transfer.** The license granted by the **Town** to **Farmers Market** herein is a personal privilege and, therefore, this Agreement may not be assigned, sublet, or transferred, in part or in whole, without the written consent of the **Town**, which consent may be withheld in the **Town's** sole and absolute discretion.

**22) Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by: (i) hand delivery and shall be deemed given, delivered and received on the date of delivery; (ii) registered or certified mail and shall be deemed given, delivered and received on the third day following the date of mailing; or (iii) overnight delivery and shall be deemed given, delivered and received on the following day (iv) via electronic mail.

All notices to be given hereunder by either party shall be addressed as follows, or to such address as either party may have furnished to the other.

**Farmers Market Manager**  
**Wytheville Farmers Market**  
**P.O. Box 1618**  
**Wytheville, VA 24382**  
**info@wythefarmers.org**

**Town Manager**  
**P.O. Box 533**  
**Wytheville, VA 24382**  
**bfreeman@wytheville.org**

**23) Personal Items.** The storage by the **Farmers Market** and its Vendors of items of private property ("Personal Items") in the Building in between use periods is permissible. **Farmers Market** acknowledges and agrees that (i) any Personal Items brought into, left or stored in the Building will be unsecured, (ii) the **Town** shall have no duty or obligation to provide security for or otherwise safeguard any Personal Items brought into, left or stored in the Building, (iii) the **Town** assumes no responsibility for any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor, all of which shall be at **Farmers Market's** sole risk, (iv) **Farmers Market** assumes all risk of damage to, destruction of or loss from any cause whatsoever of any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor, and (v) **Farmers Market** waives any and all claims against the **Town** for any damage to, destruction of or loss of any such Personal Items brought into, left or stored in the Building. Furthermore, **Farmers Market** hereby assumes all risk of injury to persons or damage to property resulting from the presence of or use by any person of any Personal Items brought into, left, or stored in the Building by **Farmers Market** or any Vendor (whether or not such person had permission to use such Personal Items). **Farmers Market** shall indemnify and hold harmless the **Town** and its affiliates against and from any and all claims, demands, actions, losses, damages, orders, judgments and any and all costs and expenses (including without limitation reasonable attorneys' fees and costs of litigation), resulting from or incurred by the **Town** or any affiliate of the **Town** arising out of (A) the presence of any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor, (B) any injury to persons or damage to property resulting from the presence of or use by any person of any Personal Items brought into, left or stored in the Building by **Farmers Market** or any Vendor (whether or not such person had permission to use such Personal Items), (C) any damage or loss caused by **Farmers Market** or by any Vendor to any Personal Items left or stored in the Building by any other licensee, occupant or user of the Building and/or (D) the disposition of any Personal Items left or stored in the Building by **Farmers Market** or any Vendor.

**24) No Smoking.** There shall be no smoking in or about the Property, except in identified areas outdoors.

**25) Financial Management.** The **Farmers Market** shall keep accounting records in conformance with generally accepted accounting principles and make such records and all

related reports (including annual IRS form 990), files, documents and other papers available for audits, examinations, and monitoring as requested by the **Town**.

**26) Incorporation of Prior Agreements; Amendments.** This Agreement, any addenda or exhibits attached hereto and incorporated herein contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

**27) Accord and Satisfaction.** No payment by the **Farmers Market** or receipt by the **Town** of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by **Farmers Market**, nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full) and the **Town** may accept such check or payment without prejudice to the **Town's** right to recover the balance of such amount or pursue any other remedy provided herein.

**28) Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their heirs, executors and administrators and permitted successors and assigns. However, nothing in this Section shall be deemed to amend the provisions on assignment and subletting. If **Farmers Market** comprises more than one person or entity, then all such persons and entities shall be jointly and severally liable for the full and prompt performance of all obligations, indemnities, and agreements to be performed or observed by **Farmers Market** under and pursuant to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**29) Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**30) Submission of Agreement.** Submission of this Agreement to the **Farmers Market** does not constitute an offer to lease or license the Property to the **Farmers Market**; this Agreement shall only become effective upon the execution and delivery thereof of this agreement between the **Town** and the **Farmers Market**.

**31) Limitation of Benefits.** This Agreement is not intended to and shall not confer upon any Vendor, person, or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

(signatures on next page)

INWITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Wytheville Farmers Market

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Town of Wytheville

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**10-A**



**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Budget Amendment for Fiscal Year 2023-24

**SUMMARY:**

Town Treasurer Stephens has requested that the Town Council set a public hearing for the April 8, 2024, Town Council meeting to consider an amendment to the Fiscal Year 2023-24 budget. Assistant Town Manager Holeton will provide the Staff Report/Presentation on this matter.

**Recommended Action**

Action to set the public hearing for the April 8, 2024, Town Council meeting will require a motion and vote by the Council.

# 23/24 FY Budget Amendment

Request Funds to Order New Pumps for Pump Station #6

Request Funds to Purchase a Portable Temporary Pump

# Booker Station- Pump Station #6



# Historical Context and Immediate Need

- Pump Station #6 ( Booker Station)
- Built in 1984.
- Pump Station located on West Ridge Road.
- Collects wastewater from North 4<sup>th</sup> Street west of Fairview Rd. includes the Industrial Park. Large volume of flow.
- The pump station was constructed by Wythe County. Town acquired the pump station from the county during annexation.
- The pump station design is different than our other pump stations. Most problematic.
- Operates off of two (2) Swedish Flygt submersible pumps.
- Pumps have failed and have been rebuilt multiple times. Expensive and a long return time to get the pumps repaired. \$60,000 each pump to rebuild, and usually takes a year to send them off and to get them back.
- Each time a pump fails unexpectedly we have a DEQ discharge event at the site.
- June of 2022, both pumps failed and were sent off for repair. This occurred again in May of 2023. Most recently a pump failed in January of 2024.
- One pump finally came back after being away for repair and it is now installed and functional. We still need the temp pump at the site to serve as a backup because we are still down one pump.
- Staff is recommending that we do not invest any more time or money into flygt pumps. Staff recommends that we replace the pumps at this pump station as soon as possible.
- We need to redesign this pump station to accommodate the dependable pumps that are used in our other pump stations. We need to move away from the Swedish Flygt pumps.
- The pump station rebuild project will include ordering new pumps, replumbing pipes and fittings to accommodate the new pumps, slight modification to the pump house, electrical needs of the new pump station. Some of the labor will occur by our staff, some will occur by third party contractors.
- The new pumps will take 8-9 months to get here if we order today. We will need to pre-pay 10% of the cost of the pumps ( pumps will cost \$221,000) which is \$22,100 at the time of order. The electrical panel is \$24,500 and it will need to be ordered and paid for now.
- Part 1 of this budget appropriation request is to authorize the spending of up to \$50k out of our current FY 23/24 budget to order the new pumps and modifications to the pump station.

# Need: Purchase Temporary Pump

- When pump stations fail unexpectedly, we use portable temp pumps to pump the wastewater as a bypass system to move the wastewater to the sewer treatment plant.
- We currently have a smaller Godwin brand temporary pump, but we do not have a temp pump that can accommodate our high head pump stations, such as pump stations #1, #6, and #12. These pump stations are also our highest flow stations.
- When we have an issue with a high pump station, ( such as #6) we have to rent a temporary pump. In addition to pump rental costs, we have to pay for pumper trucks to move the wastewater while we wait for the rental pump to arrive on site. Sometimes we have to wait two (2) days to get the rental pump on site due to availability issues.
- Pump station #6 has been operating on a temp diesel bypass pump that we are renting from Xylem. The year to date cost for this rental is \$26,000. The monthly cost is \$6,600.
- It would be a wise investment for the Town to own our own portable high head wastewater pump.
- Staff has secured quotes for various temporary pumps and are recommending that we purchase a Global Pump to use at Pump Station #6 until we can rebuild this pump station. After that time, the new temp portable pump will be on standby for other pump station failure needs.
- A new portable Global pump will cost \$86,000.
- Part 2 of this request is for a budget appropriation of \$86,000.



# Next Steps

- Tonight, a public hearing will need to be scheduled for the April 8<sup>th</sup> Town Council Meeting. After the public hearing, the town council will be asked on April 8<sup>th</sup> to consider a current year, FY 23/24 appropriation of funds as summarized below;
- Request #1- \$50,000 as down payment to order two (2) new pumps and the electrical panel to begin the work to rebuild pump station #6.
- Request #2- \$86,000 to order a new portable hi-head pump.
- In the weeks ahead staff will prepare a 24/25 CIP request to cover the remaining costs that will be needed in our next fiscal year to rebuild pump station #6.
- Thank you.

**10-B**



**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Wythe Arts Council Request - Chautauqua Balloon Glow

**SUMMARY:**

Please find attached an application from the Wythe Arts Council requesting that the Town provide traffic control assistance for the Chautauqua Balloon Glow to be held on Friday, June 14, 2024. The Safety and Events Committee has reviewed this request and approved it. The Committee would recommend that the Town Council approve this request.

**Recommended Action**

Action on this request will require a motion and vote by the Town Council.





**EVEN-24-6**  
Street Closure or Traffic  
Control Application  
Status: Active  
Submitted On: 3/21/2024

**Primary Location**  
No location

**Applicant**  
Matthew Frusher  
|  
|  
|  
|  
Wytheville, VA 24382

### APPLICATION CONFIRMATION

Please check the box to indicate that you understand the process for review and approval of this application and to agree to the Policy Guidance on Event Safety, Street Closure and Traffic Control.\*

### APPLICANT INFORMATION

**Event Name\*** ?  
Chauataqua Balloon Glow

**Organization Name or N/A\*** ?

**Applicant Name\*** ?  
Matthew Frusher

**Applicant Cell Phone\*** ?

**Applicant Email Address\*** ?

**Co Applicant\*** ?

Shane Terry

**Co Applicant Cell Phone\***

**Co Applicant Email Address\***

Have you sponsored this same event (same scope, location, street closure) previously?\*

YES

### EVENT INFORMATION

Day of the Week \* ?

Friday

Event Date or Day of Event\*

06/14/2024

Event Type\* ?

Other Event

Name of the Route ( if known) \* ?

WCC

Street Closure Time Bracket, when you need the streets closed or controlled for setup and tear down. Use N/A if this is not applicable to you.\* ?

5:00 - 10:00 pm

Time Event Opens to Public\* ?

6PM

Time Event Closes to Public\* ?

10PM

If the event is multiple days with a variation of times. Please describe all dates and times here. Otherwise enter N/A.\*

N/A

Provide purpose and scope of your event. List the types of activities proposed.\* ?

Traffic control for Balloon Glow at Wytheville Community College

Expected Attendance or number of people that you expect will attend.\*

500



If you will use volunteers please indicate the number of safety vests that you will need to borrow from the Police Department.\*

0

### STREET CLOSURE OR TRAFFIC CONTROL

The applicant will be required to upload a map of the event area or area where the street closure or traffic control is to occur. The applicant shall upload the map in the attachment section of this portal. Please show street names and path of travel for parades, 5K and marches.

Describe the street closure or limits of the event. Describe from which intersection to which intersection or what portions of streets are impacted. For 5K and parades describe starting point, paths of travel and end location.\*



Traffic control for Balloon Glow June 14th

**Applicant: It is your responsibility to contact the Police Department at 276-223-3300 one week prior to the date of the street closure to confirm the event closure time and details. Do you understand this requirement?\***

YES

**Employee Section: Please describe the type of street closure planned for the event and responsible parties day of event.**

# OTHER REQUIRED INFORMATION

Will there be food for sale or food trucks be at the event?\*

YES

Alcohol Sales. Will alcohol be sold or distributed as part of the event?\*

NO

Will the event use a Town park or facility in conjunction with the street closure event?\*

NO

Will anything be sold by an outdoor, temporary or mobile vendor at the event? \*

NO

Will tents, stages, or other physical elements be used/placed in the street, sidewalks or right of way? \*

NO

Will connection to electricity or generators be needed?\*

NO

Will there be open fire, fireworks or any source of open flames in conjunction with this request?\*

NO

Describe your plan for trash refuse collection and providing port a johns or sanitary facilities.\*

We will have clean up. If you have extra trash cans, that would be awesome.

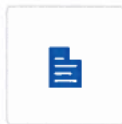
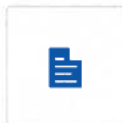
DIGITAL SIGNATURE: I am signing this application as the event coordinator and I understand that I am responsible for ensuring that any special directions and/or conditions provided by the Town and attached to this permit for street closure and/or special event must be followed. I understand that it is my responsibility to ensure that local, state and federal laws as it relates to the event that I am sponsoring are followed and adhered to. I have read and I

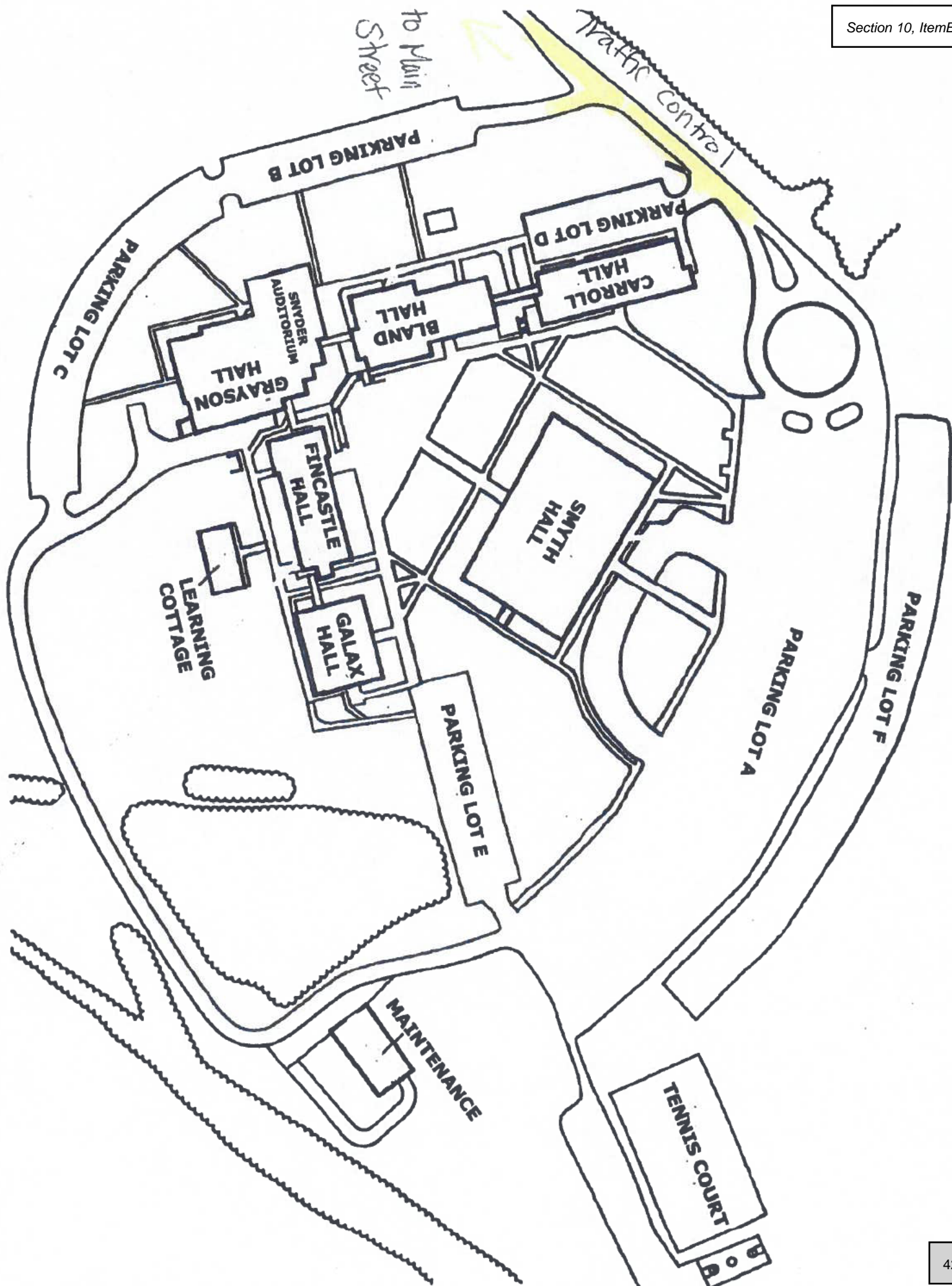
understand the Town Policy Guidance on Street Closures and Traffic Control. I agree to serving as the Event Organizer to ensure that the event can be safely held. I understand that in the event of an incident on the interstate that requires a detour through Town, that my event may be cancelled or shut down at the discretion of the Town and the Town will not be held liable for unforeseen circumstances beyond the Town's control.

Select the box to provide a digital signature for this application\*

- Matthew Frusher  
Mar 21, 2024

### Attachments

	<b>Event Map</b> WCC.pdf Uploaded by Matthew Frusher on Mar 21, 2024 at 1:06 PM	<b>REQUIRED</b>
	<b>Certificate Proof of Insurance for Event -</b> Wythe Arts Council POLICY.pdf Uploaded by Matthew Frusher on Mar 21, 2024 at 1:03 PM	<b>REQUIRED</b>







As a policyholder through USLI, you have access to many free and discounted services that will assist you in operating and growing your business through the Business Resource Center (BRC). Consider the following services and associated cost savings when deciding where to place your insurance!

### Cybersecurity

- Complimentary access to eRiskHub®, a data breach prevention and response resource that will help you understand your exposure to a data breach and the importance of a response plan
- Best practice checklists for securing personal and payment card information, plus tips on protecting against cyberattacks

### Background Checks and Screenings

- Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- Best practices for performing a background check
- Discounted tenant and drug screenings and motor vehicle reports (MVRs)

### Disaster Preparation and Recovery

- Guidance on preparing for natural disasters and severe weather
- Business planning and recovery toolkit
- Sample incident reporting form and disaster loan assistance resource

### Human Resources

- Free PeopleSystems' human resources consultation helpline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- Online library with information, forms and articles pertaining to human resources
- Discounted HR and payroll management system by PrimePoint
- Discounted employee workplace assessment by Talogy, previously PSI Caliper
- Resources for recruiting, interviewing and terminating employees

### Marketing

- Resources marketing via email and social media, capturing leads and building surveys
- Free and discounted stock imagery sites and photo and video editing programs
- Discount stationery, signage, promotional items and gifts

### Property Safety

- Free workplace safety and occupational health consultation
- Tips for building maintenance, fire prevention and water safety

### Industry-specific Resources For:

- Health, wellness and sports
- Hospitality, food and beverage
- Nonprofits and social services
- Residential and rental properties
- Retail and professional services
- Youth services and child care
- ... and more!



Try our **cost-savings calculator** to see how much you could save!

### ONLINE LEARNING

#### Need help training your new employees?

Properly preparing new employees can be time-consuming and expensive. We offer a variety of free and discounted industry-specific training and certifications to help you save time and money!

#### Topics include:

- Food manager and handler safety
- Liquor safety
- CPR, first aid and concussion
- Sexual harassment
- Leadership and professional development



For a full list of vendors, discounts and resources, visit [bizresourcecenter.com](http://bizresourcecenter.com).



# 24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

**For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the “report a claim” option.**

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



**USLI.COM**  
**888-523-5545**



## Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



## Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

### Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- ▶ Uneven or worn floors/carpets/steps/sidewalks
- ▶ Inadequate or poorly maintained lighting
- ▶ Obstructed views
- ▶ Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

*"An ounce of prevention is worth a pound of cure."  
-Benjamin Franklin*

Regards,

A handwritten signature in black ink that reads "Thomas P. Nerney".

Thomas P. Nerney  
Chairman, President and CEO

**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

Section 10, Item B.

**DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE  
RENEWALS**

Policy No.: **NPP1609387B**

Dear Policyholder,

Terrorism Insurance Coverage is not included with this policy because you elected not to purchase this coverage on your expiring policy.

If you wish to purchase Terrorism Insurance Coverage on this policy, you must complete the attached form and return it to your local Retail Agent no later than **04/03/2024**.

Upon receipt of your completed form, we will endorse your policy to include Terrorism Insurance Coverage for the additional cost noted on the attached form.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section, 102 (1) of the Act.* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### **REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$100</b> _____.

On File with the Company \_\_\_\_\_  
Applicant Name (Print)

WYTHE ARTS COUNCIL, LTD. \_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**NPP1609387A**

Renewal of Number

**\*\*\* RENEWAL CERTIFICATE \*\*\***

Section 10, Item B.

**POLICY DECLARATIONS**

**United States Liability Insurance Company**

1190 Devon Park Drive, Wayne, Pennsylvania 19087

**No. NPP1609387B**

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

**WYTHE ARTS COUNCIL, LTD.**

**PO BOX 911**

**WYTHEVILLE, VA 24382**

POLICY PERIOD: (MO. DAY YR.) From: 03/04/2024 To: 03/04/2025

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Performing Art

**IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NPP1609387A IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$500.00
Commercial Property Coverage Part	\$1,128.00

<b>TOTAL:</b>	<b>\$1,628.00</b>
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Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: **LESTER INSURANCE GROUP, INC. (3117)**  
409 Alamance Road  
Suite B  
Burlington, NC 27215

Issued: 03/04/2024 9:04 AM

By:   
Authorized Representative

UPC (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**EXTENSION OF DECLARATIONS**

Section 10, Item B.

**Policy No. NPP1609387B**Effective Date: **03/04/2024**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

**FORMS AND ENDORSEMENTS****The following forms apply to multiple coverage parts**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0953	01/15	Exclusion Of Certified Acts Of Terrorism
Jacket	07/19	Policy Jacket
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-610	11/04	Expanded Definition Of Bodily Injury
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
VA Notice	01/21	Virginia Notice

**The following forms apply to the Commercial Liability coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0179	07/10	Virginia Changes
CG2026	04/13	Additional Insured-Designated Person or Organization
CG2107	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2147	12/07	Employment-Related Practices Exclusion
* IL0138	10/15	Virginia Changes - Cancellation and Nonrenewal
L 703 DWL VA	10/16	Molestation or Abuse Insurance (Defense Inside Limits)
L-232s	09/05	Classification Limitation Endorsement
L-278	03/14	Independent Contractors/Subcontractors Exclusion
L-472	07/08	Exclusion - Injury To Performers Or Entertainers
L-500	12/17	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-549	12/07	Absolute Professional Liability Exclusion
L-581	02/11	Certain Animal Exclusion
L-599VA	10/12	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-618B	01/09	Amendment Of Premium Audit Conditions
L-631	02/11	Event Vendor/Exhibitor & Contractor - Exclusion
L-767 NPP	11/11	Exclusion - Bleacher Collapse

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

## EXTENSION OF DECLARATIONS

Section 10, Item B.

**Policy No. NPP1609387B**

Effective Date: **03/04/2024**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

L-783NPP	07/18	Amendment of Liquor Liability Exclusion
NTE	12/20	Notice of Terrorism Exclusion

**The following forms apply to the Commercial Property coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CP 109 VA	07/10	Functional Building Valuation
CP 110	10/12	"Equipment Breakdown" Enhancement Endorsement
CP 113 VA	10/10	Exclusion Of Loss To And Loss Of Use Of Data, Computer Hardware And Systems
CP 137 VA	07/10	Asbestos Material Exclusion
CP 138 VA	07/10	Lead Exclusion
CP 142 VA	04/14	Protective Devices Or Services Provisions
CP 213 VA	03/10	Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion
CP 214 VA	01/13	Absolute Pollution Exclusion-Property
CP 245	09/15	Earth Movement Exclusion
CP0010	06/07	Building And Personal Property Coverage Form
CP0090	07/88	Commercial Property Conditions
* CP0130	10/15	Virginia Changes
CP1010	06/07	Causes Of Loss - Basic Form
CP1032	08/08	Water Exclusion Endorsement
CP1075	12/20	Cyber Incident Exclusion
* IL0044	06/90	Virginia Changes - Policy Period
* IL0152	10/15	Virginia Changes
IL0953	01/15	Exclusion Of Certified Acts Of Terrorism
Notice-Cyber Incident Excl-CY	10/20	Cyber Incident Exclusion Endorsement Advisory Notice to Policyholders
NTE	12/20	Notice of Terrorism Exclusion
* NTP-VA	06/12	Flood Insurance Notice

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

**COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS**

Section 10, Item B.

**Policy No. NPP1609387B**

Effective Date: 03/04/2024  
12:01 STANDARD TIME

**DESCRIPTION OF PREMISES**

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	195 W Washington St, Wytheville, VA 24382	004	0832
		Description: <b>Performing Art</b>		
		Covered Causes of Loss: <b>Basic</b>	Protection Class	<b>4</b>
		Construction: <b>Frame</b>	Square Footage:	<b>2475</b>
		Special Deductible: <b>None</b>	Special Deductible Type:	

**COVERAGES PROVIDED** - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	<b>Building</b>	<b>\$350,000</b>	<b>\$1,000</b>	<b>80%</b>	<b>FBV</b>	<b>\$959</b>
1	1	<b>Business Personal Property</b>	<b>\$10,000</b>	<b>\$1,000</b>	<b>80%</b>	<b>ACV</b>	<b>\$38</b>
1	1	<b>Equipment Breakdown</b>	<b>Included</b>	<b>\$1,000</b>			<b>\$131</b>
<b>MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:</b>							<b>\$231</b>
<b>TOTAL PREMIUM FOR PROPERTY COVERAGE PART:</b>							<b>\$1,128</b>
MP - minimum premium							

+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof  
FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained

**LOSS PAYABLE(S): NONE**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
**See Endorsement EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Section 10, Item B.

**Policy No. NPP1609387B**

Effective Date: 03/04/2024  
12:01 STANDARD TIME

**LIMITS OF INSURANCE**

Each Occurrence Limit	<b>\$1,000,000</b>
Personal & Advertising Injury Limit (Any One Person/Organization)	<b>\$1,000,000</b>
Medical Expense (Any One Person)	<b>\$5,000</b>
Damages To Premises Rented To You (Any One Premises)	<b>\$100,000</b>
Products/Completed Operations Aggregate Limit	<b>Included</b>
General Aggregate Limit	<b>\$2,000,000</b>
Abuse And Molestation Liability Each Occurrence	<b>\$100,000</b>
Abuse And Molestation Liability Aggregate	<b>\$300,000</b>

**LIABILITY DEDUCTIBLE** **\$0**

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

Location	Address	Territory
1	195 W Washington St, Wytheville, VA 24382	004

**PREMIUM COMPUTATION**

Loc	Classification	Code No.	Premium Basis	Pr/Co	Rate		Advance Premium	
					All Other	Pr/Co	All Other	All Other
1	Theaters - Not-For-Profit only	49185	10,000 Per 1,000 Admissions	Included	29.604	Included		\$296
1	Abuse and Molestation Liability - Performing Arts	41795	Flat	Included	0.000	Included		Included
1	Additional Insured - Designated Person	49950	1 Per Additional Insured	Included	100.000	Included		\$100

**MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$500**

**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$500 MP**

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
**See Form EOD (01/95)**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 03/04/2024  
WYTHEVILLE COMMUNITY COLLEGE  
1000 E MAIN ST  
WYTHEVILLE, VA 24382

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 01 38 10 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES – CANCELLATION  
AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:
    - 2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
      - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      - b. 45 days before the effective date of cancellation if we cancel for any other reason.
    - 3. We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
    - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
      - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
        - (1) At our request;
        - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
        - (3) And rewritten by us or a member of our company group; or
  - (4) After the first year, if it is a prepaid policy written for a term of more than one year.
  - b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B. The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
- 1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
    - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
    - b. 45 days before the expiration date if the nonrenewal is for any other reason.
  - 2. We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
  - 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**NOTICE OF TERRORISM EXCLUSION**

You were notified that under the federal Terrorism Risk Insurance Program Reauthorization Act of 2019 ("The Act"), that you had a right to purchase insurance coverage for losses arising out of acts of terrorism, as *defined in Section 102(1) of the Act*.

You opted not to purchase this coverage.

The War and/or Terrorism Exclusion that is a part of this policy is therefore in full force and effect.

This endorsement modifies insurance provided under the following:  
**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**PROTECTIVE DEVICES OR SERVICES PROVISIONS**

**SCHEDULE**

Premises Number	Building Number	Protective Safeguard Symbols Applicable	Description of Protective Safeguard
ALL	ALL	P-6	All electric is on functioning and operational circuit breakers
ALL	ALL	P-5	Functioning and operational smoke/heat detectors in all units or occupancies

The following is added to the policy:

**A. Protective Safeguards**

1. As a condition of this insurance, you are required to have and maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:
  - a. **"P-1"** Automatic Sprinkler System, including related supervisory services.  
Automatic Sprinkler System means:
    - 1) Any automatic fire protective or extinguishing system, including connected:
      - (a) Sprinklers and discharge nozzles;
      - (b) Ducts, pipes, valves and fittings;
      - (c) Tanks, their component parts and supports; and
      - (d) Pumps and private fire protection mains.
    - 2) When supplied from an automatic fire protective system:
      - (a) Non-automatic fire protective systems; and
      - (b) Hydrants, standpipes and outlets.
  - b. **"P-2"** Automatic Fire Alarm, protecting the entire building, that is:
    - 1) Connected to a central station; or
    - 2) Reporting to a public or private fire alarm station.
  - c. **"P-3"** Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

- d. "P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.
- e. "P-5" Functioning and operational smoke/heat detectors in all units or occupancies.
- f. "P-6" All Electric is on functioning and operational circuit breakers.
- g. "P-7" Functioning and operational central station burglar alarms with a monitoring contract.
- h. "P-8" Functioning and operational surge protectors on all computer and audio-video equipment.
- i. "P-9" Refrigeration maintenance contract on all refrigeration equipment.
- j. "P-10" Functioning and operational automatic fire suppression system per NFPA 96 on all cooking equipment.
- k. "P-11" Vacant section(s) secured and locked.
- l. "P-12" No candles left burning unattended in the building.
- m. "P-13" Construction site perimeter is protected with a locked fence.
- n. "P-14" Watchman on premises when work not being conducted at the construction site.
- o. "P-15" Any item on a display rack with a sales price of \$250 or more must be affixed with a security sensor or chained and locked to a rack.
- p. "P-16" The building is protected from lightning with an approved NFPA 780 installation.
- q. "P-17" Flammable liquids must be stored in NFPA #30 approved cabinets.
- r. "P-18" No smoking signs must be posted and enforced.
- s. "P-19" No structural work on the load bearing members of the building.
- t. "P-20" Spray booth is installed with UL approved fixtures, lighting and electrical outlets according to NFPA 33.
- u. "P-21" The protective system described in the schedule.
- v. "P-22" All water is turned off unless the building is 100% sprinklered and the system is drained.
- W. "P-23" Maintain heat at a level throughout the building to prevent pipes from freezing.

3. The following is added to the EXCLUSIONS section of:

- a. **Causes of Loss - Basic Form**
- b. **Causes of Loss - Broad Form**
- c. **Causes of Loss - Special Form**
- d. **Standard Property Policy**

With respect to "P-1", "P-2", "P-3", "P-4", "P-5", "P-6", "P-8", "P-10", "P-11", "P-12", "P-16", "P-17", "P-18", and "P-20" we will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- (1) Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or

- (2) Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

With respect to “P-3”, “P-7”, “P-11”, “P-13”, “P-14” and “P-15”, we will not pay for loss or damage caused by or resulting from vandalism, burglary, theft or any other act of stealing if, prior to vandalism, burglary, theft or any other act of stealing you:

- (1) Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- (2) Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to “P-6” and “P-8” we will not pay for loss or damage caused by or resulting from “equipment breakdown”, electrical disturbance or expediting expenses as a result of an electrical disturbance if, prior to the “equipment breakdown” you:

- (1) Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- (2) Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to “P-9” we will not pay for loss or damage caused by or resulting from “equipment breakdown”, spoilage, or expediting expenses as a result of spoilage if, prior to the “equipment breakdown” you:

- (1) Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- (2) Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to “P-19” we will not pay for loss or damage caused by or resulting from collapse.

With respect to “P-21” we will not pay for loss or damage caused by or resulting from fire, vandalism, burglary, theft or any other act of stealing, “equipment breakdown”, electrical disturbance or expediting expenses as a result of an electrical disturbance, spoilage, or expediting expenses as a result of spoilage, as applicable, if you:

- (1) Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- (2) Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to “P-22” and “P-23” we will not pay for loss or damage caused by or resulting from “water

damage”, if prior to the “water damage” you:

- 1) Know of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- 2) Failed to maintain any protective safeguard listed in the Schedule above and over which you had control in complete working order.

For the purpose of this endorsement “water damage” means:

- 1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam;
- 2) Loss or damage caused by or resulting from freezing.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

## COMMERCIAL PROPERTY COVERAGE PART

**A. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:**

**5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

**a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

- (1)** At our request;
- (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (3)** And rewritten by us or a member of our company group; or
- (4)** After the first year, if it is a prepaid policy written for a term of more than one year.

**b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar.

However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

**B. The Appraisal Loss Condition is replaced by the following:**

### Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will be binding on both parties. Each party will:

- 1.** Pay its own appraiser; and
- 2.** Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

**C. Paragraph a.(1) of the Duties In The Event Of Loss Or Damage** Loss Condition does not apply.

**D. When insurance is provided under the:**

Legal Liability Coverage Form or Mortgageholders Errors And Omissions Coverage Form

The following is added and supersedes any other provisions to the contrary:

If we elect to cancel or not renew this policy, then:

1. We will mail or deliver a written notice of such action to the first Named Insured shown in the Declarations stating the reason, at least:

- a. 15 days before the effective date of cancellation or the expiration date of this policy for nonpayment of premium; or
- b. 45 days before the effective date of cancellation or the expiration date of this policy for any other reason.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law; proof of mailing will be sufficient proof of notice.

**E. For insurance provided under the Commercial Property Coverage Part, if the Replacement Cost Optional Coverage is shown in the Commercial Property Coverage Part Declarations, the following provision applies and supersedes any provision to the contrary:**

You may make an initial claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Replacement Cost Optional Coverage provides if you notify us of your intent to do so within six months of the later of the following dates:

1. The last date on which you received a payment for actual cash value; or

2. The date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

**F. The Fire Department Service Charge** Additional Coverage is replaced by the following:

**Fire Department Service Charge**

1. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance.

2. If the fire department service charge is not covered under the terms of Paragraph 1., then the following applies:

When a volunteer fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay the amount billed to you, up to \$250, unless a higher limit is shown in the Declarations for volunteer fire department service charges.

This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

- a. The volunteer fire department is not fully funded by real estate taxes or other property taxes; and
- b. The service charge is not made in response to a call outside of the volunteer fire department's fire protection district, city or municipality pursuant to a contract.

No Deductible applies to this Additional Coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES – POLICY PERIOD**

Coverage under this policy begins at 12:01 A.M. (Standard Time) at the mailing address shown in the Declarations. However, to the extent that this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy at the location of the property involved, coverage under this policy, at each location, becomes effective when such other coverage terminates.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:**
  - 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
    - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 45 days before the effective date of cancellation if we cancel for any other reason.
  - 3. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
  - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
    - a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
      - (1) At our request;
      - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
      - (3) And rewritten by us or a member of our company group; or
      - (4) After the first year, if it is a prepaid policy written for a term of more than one year.
- b. When this policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.**
- B. The following is added and supersedes any other provision to the contrary:**
  - Nonrenewal**
    - 1. If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
      - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
      - b. 45 days before the expiration date if the nonrenewal is for any other reason.
    - 2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
    - 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**NOTICE OF TERRORISM EXCLUSION**

You were notified that under the federal Terrorism Risk Insurance Program Reauthorization Act of 2019 ("The Act"), that you had a right to purchase insurance coverage for losses arising out of acts of terrorism, as *defined in Section 102(1) of the Act*.

You opted not to purchase this coverage.

The War and/or Terrorism Exclusion that is a part of this policy is therefore in full force and effect.

**FLOOD INSURANCE NOTICE**

The Virginia Department of Insurance requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for floods. You will **not** have coverage for property damage from floods unless you take steps to purchase a separate policy of flood insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining flood insurance, please contact your agent or the National Flood Insurance Program.

**EARTHQUAKE INSURANCE NOTICE**

Virginia law requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for earthquakes. You will **not** have coverage for property damage from earthquakes unless you take steps to purchase a separate policy of earthquake insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining earthquake insurance, please contact your agent.

# 10-C

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Wythe Arts Council Request - Chautauqua Festival Parade

**SUMMARY:**

Please find attached an application from the Wythe Arts Council requesting traffic control on Saturday, June 15, 2024, to conduct the Chautauqua Festival Parade. The Safety and Events Committee has reviewed this request and approved it. The Committee would recommend that the Town Council approve this request.

**Recommended Action**

Action on this request will require a motion and vote by the Town Council.





Town of Wytheville, VA

2/20

### EVEN-24-2

Street Closure or Traffic Control Application

Status: Active

Submitted On: 2/12/2024

### Applicant

Matthew Frusher



Wytheville, VA 24382

## APPLICANT INFORMATION

Event Name\*

Chautauqua Festival - Parade

Organization Name or N/A\*

Applicant Name\*

Matthew Frusher

Applicant Cell Phone\*

Applicant Email Address\*

|

Co Applicant\*

Shane Terry

Co Applicant Cell Phone\*

Co Applicant Email Address\*

Have you sponsored this same event (same scope, location, street closure) previously?

YES

### EVENT INFORMATION

Day of the Week \* ?

Saturday

Event Date or Day of Event\*

06/15/2024

Event Type\* ?

Parade

Name of the Route ( if known) \* ?

Chautauqua Parade Route - Open Door to Municipal Building

Street Closure Time Bracket, when you need the streets closed or controlled for setup and tear down. Use N/A if this is not applicable to you.\* ?

8:00 am - 11:30 am

Time Event Opens to Public\* ?

8AM

*Line up begins at 9 AM  
Parade begins at 10 AM*

Time Event Closes to Public\* ?

12PM

If the event is multiple days with a variation of times. Please describe all dates and times here. Otherwise enter N/A.\*

N/A

Provide purpose and scope of your event. List the types of activities proposed.\* ?

40th Annual Chautauqua Festival

Expected Attendance or number of people that you expect will attend.\* ?

300

If you will use volunteers please indicate the number of safety vests that you will need to borrow from the Police Department.\*

5

## STREET CLOSURE OR TRAFFIC CONTROL

The applicant will be required to upload a map of the event area or area where the street closure or traffic control is to occur. The applicant shall upload the map in the attachment section of this portal. Please show street names and path of travel for parades, 5K and marches.

**Describe the street closure or limits of the event. Describe from which intersection to which intersection or what portions of streets are impacted. For 5K and parades describe starting point, paths of travel and end location.\*** ?

Begin at the corner of Main and 12th Streets (Open Door), proceed east on Main Street, turn left on First Street, turn left on Monroe Street, and right into the Town Municipal Building Parking Lot.

**Applicant: It is your responsibility to contact the Police Department at 276-223-3300 one week prior to the date of the street closure to confirm the event closure time and details. Do you understand this requirement?\***

YES

## OTHER REQUIRED INFORMATION

**Will there be food for sale or food trucks be at the event?\*** ?

NO

**Alcohol Sales. Will alcohol be sold or distributed as part of the event?\*** ?

NO

**Will the event use a Town park or facility in conjunction with the street closure event?\***

NO

**Will anything be sold by an outdoor, temporary or mobile vendor at the event? \*** ?

NO

Will tents, stages, or other physical elements be used/placed in the street, sidewalks or right of way? \*

NO

Will connection to electricity or generators be needed?\*

NO

Will there be open fire, fireworks or any source of open flames in conjunction with this request?\*

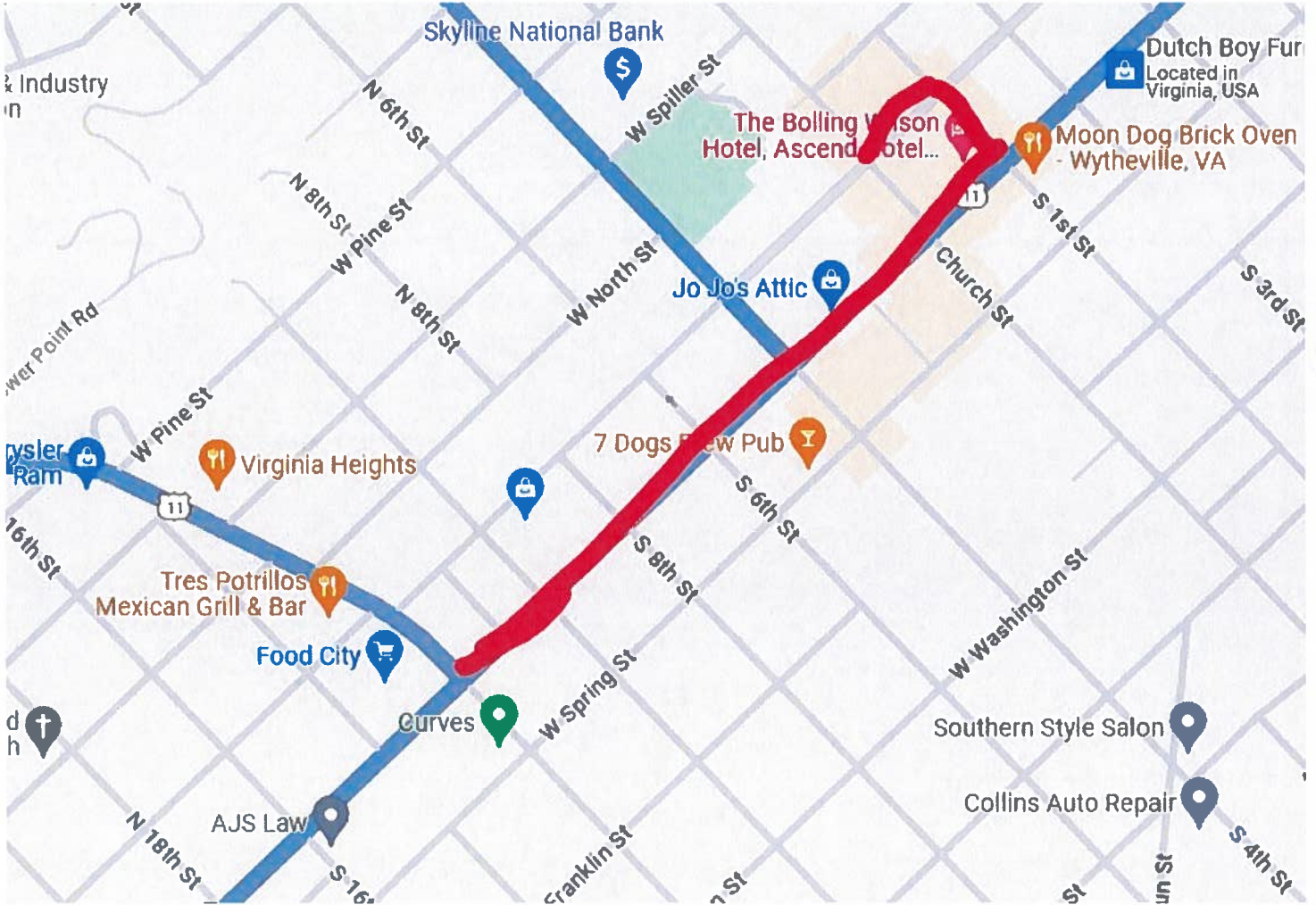
NO

Describe your plan for trash refuse collection and providing port a johns or sanitary facilities.\*

Port a Johns will be located in the park for use.

# Parade Route + Fun Run Route

Parade begins at Open Door Cafe, travels down main street and ends at municipal building



Enclosed you will find an admitted renewal Non Profit Package quote for Wythe Arts Council, Ltd.. The Expiring policy number is NPP1609387A and the expiration date is 3/4/2024.

- Section I- Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II- Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III- Provides the Liability Limits of Insurance
- Section IV- Lists the required coverage forms, notices, endorsements and exclusions.
- Section V- Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section VI- Provides the Direct Bill Payment Description.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement IL0044 Virginia Changes - Policy Period for your review.
- Endorsement NTP VA Flood Insurance Notice for your review.
- Endorsement IL0152 Virginia Changes for your review.
- Endorsement CP0130 Virginia Changes for your review.
- Endorsement IL0138 Virginia Changes - Cancellation and Nonrenewal for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote.  
Payment is due to the carrier by the expiration date in order to renew coverage.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at [www.usli.com/ezpay](http://www.usli.com/ezpay).
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at [www.usli.com/ezpay](http://www.usli.com/ezpay). By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

Please advise your agent as soon as possible if changes are needed or optional coverages are desired.



We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to renew this coverage with you!

Sincerely,  
Drew Lester  
LESTER INSURANCE GROUP, INC.



NPP023D2326

Quote is valid until 3/4/2024

To: Wythe Arts Council, Ltd.  
 Renewal of: NPP1609387A - Expiration Date: 3/4/2024

From: Drew Lester  
 dlester@lestergrp.com

Confirm optional coverages:

Do not include any optional coverages.

Include the following optional coverages  
 (Taxes & Fees may apply to optional premium if purchased)

Option 1 - (add: \*\$100.00) - Terrorism Coverage  
 \*See Terrorism Section for Exact Pricing and Terms

**\*\*DIRECT BILL RENEWAL\*\***

The policyholder will be invoiced 45 days prior to expiration.

This renewal will be invoiced with 1 installment.

This quote is for informational purposes only - do not bill or collect payment.

Please advise as soon as possible if changes are needed or optional coverages are desired.

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

NON PROFIT PACKAGE POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Commercial Property	\$1,128.00
Commercial General Liability	\$500.00
<b>TOTAL PREMIUM DUE TO CARRIER</b>	<b>\$1,628.00</b>
ADDITIONAL COSTS	
Broker Fee	_____
<b>TOTAL AMOUNT DUE</b>	<b>_____</b>

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED'S – VISIT BIZRESOURCECENTER.COM FOR DETAILS

The premium quoted was calculated based on information provided by you in your application for insurance. The premium quoted may be adjusted based on an audit of your books and records during and/or at the conclusion of the policy period to determine actual receipts, payroll and other factors used to calculate earned premium.

**This account is subject to the following - Sections A, B and C:**

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***



**A. Prior To Bind Requirements:**

- No Prior to Bind Requirements

**B. Items Required Within 21 days of the inception of coverage:**

- No Items Required Within 21 Days

**C. Underwriting Notes:**

- No Underwriting Notes

**II. DIRECT BILL QUOTE INFORMATION**

**Additional Quote Information**

-If a notice of claim is received by the Insured or United States Liability Insurance Group between the date of this quote letter and the expiration date of the policy, United States Liability Insurance Group retains the right to require a complete renewal submission and re-underwrite the terms and conditions.

**III. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS**

Location #1 - 195 W Washington St, Wytheville, VA 24382

Construction: Frame / Protection Class: 4

Property Coverage

Perils: Basic

Coverage	Limit	Coinsurance	Deductible	Valuation	Rate	Premium
Building	\$350,000	80%	\$1,000	Functional Building Valuation	0.274	\$959
Business Personal Property	\$10,000	80%	\$1,000	Actual Cash Value	0.382	\$38
Equipment Breakdown	Included		\$1,000		131.000	\$131

Property Coverage Premium for Location #1: \$1,128

Coverage provided by Equipment Breakdown

- Mechanical Breakdown,Electrical Arcing
- Loss or damage to hot water boilers & steam equipment
- Steam explosion of boilers, piping, engines & turbines
- \$250,000 limit for Perishable Goods Spoilage
- \$250,000 limit for Refrigeration Contamination

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Theaters - Not-For-Profit only	0832	49185	Admissions	10,000	Incl	29.604	Incl	\$296
				Per 1,000 Admissions				
Abuse and Molestation Liability - Performing Arts		41795	Flat	Flat	Incl	0.000	Incl	Incl
Additional Insured - Designated Person		49950	Additional Insured	1	Incl	100.000	Incl	\$100
				Per Additional Insured				

Liability Coverage Premium for Location #1: \$500 MP

Total for Location: \$1,628

**IV. LIABILITY LIMITS OF INSURANCE**

**COMMERCIAL GENERAL LIABILITY**

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Included
General Aggregate	\$2,000,000
General Liability Deductible	\$0

**ABUSE AND MOLESTATION LIABILITY**

Each Occurrence	\$100,000
Aggregate	\$300,000

**V. REQUIRED FORMS & ENDORSEMENTS**

**Common Endorsements**

IL0017	(11/98) Common Policy Conditions	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
Jacket	(07/19) Policy Jacket	VA Notice	(01/21) Virginia Notice

**Property Endorsements**

CP 109 VA	(07/10) Functional Building Valuation	CP0090	(07/88) Commercial Property Conditions
CP 110	(10/12) Equipment Breakdown Enhancement Endorsement	**CP0130	(10/15) Virginia Changes
CP 113 VA	(10/10) Exclusion Of Loss To And Loss Of Use Of Data, Computer Hardware And Systems	CP1010	(06/07) Causes Of Loss - Basic Form
CP 137 VA	(07/10) Asbestos Material Exclusion	CP1032	(08/08) Water Exclusion Endorsement
CP 138 VA	(07/10) Lead Exclusion	CP1075	(12/20) Cyber Incident Exclusion
CP 142 VA	(04/14) Protective Devices Or Services Provisions	*IL0044	(06/90) Virginia Changes - Policy Period
CP 213 VA	(03/10) Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion	**IL0152	(10/15) Virginia Changes
CP 214 VA	(01/13) Absolute Pollution Exclusion-Property	IL0953	(01/15) Exclusion Of Certified Acts Of Terrorism
CP 245	(09/15) Earth Movement Exclusion	Notice-Cyber Incident Excl-CY	(10/20) Cyber Incident Exclusion Endorsement Advisory Notice to Policyholders
CP0010	(06/07) Building And Personal Property Coverage Form	*NTP VA	(06/12) Flood Insurance Notice

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

CG0001	(12/07) Commercial General Liability Coverage Form	L-472	(07/08) Exclusion - Injury To Performers Or Entertainers
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-500	(12/17) Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors
CG0179	(07/10) Virginia Changes	L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
CG2026	(04/13) Additional Insured - Designated Person or Organization	L-549	(12/07) Absolute Professional Liability Exclusion
CG2107	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	L-581	(02/11) Certain Animal Exclusion
CG2136	(03/05) Exclusion - New Entities	L-599 VA	(10/12) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
CG2139	(10/93) Contractual Liability Limitation	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2147	(12/07) Employment-Related Practices Exclusion	L-618B	(01/09) Amendment Of Premium Audit Conditions
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	L-631	(02/11) Event Vendor/Exhibitor & Contractor - Exclusion
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	L-703DWL VA	(10/16) Molestation or Abuse Insurance (Defense Inside Limits)
**IL0138	(10/15) Virginia Changes - Cancellation and Nonrenewal	L-767 NPP	(11/11) Exclusion - Bleacher Collapse
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	L-783 NPP	(07/18) Amendment of Liquor Liability Exclusion
L-232s	(09/05) Classification Limitation Endorsement	LLQ-100	(07/06) Amendatory Endorsement
L-278	(03/14) Independent Contractors/Subcontractors Exclusion	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (\*) are new forms not previously included on this account. Those marked with 2 asterisks (\*\*) are forms that have been on the policy, however have updated language.

## VI. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Additional Premium
Option 1 Terrorism Coverage	\$100.00

### Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

## VII. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

### One Year Payment Plan Descriptions:

**SINGLE PAYMENT** - The entire premium is invoiced with one installment and due by the inception date.

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

**REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

\_\_\_\_\_  
Applicant Name (Print)

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES – POLICY PERIOD**

Coverage under this policy begins at 12:01 A.M. (Standard Time) at the mailing address shown in the Declarations. However, to the extent that this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy at the location of the property involved, coverage under this policy, at each location, becomes effective when such other coverage terminates.

**FLOOD INSURANCE NOTICE**

The Virginia Department of Insurance requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for floods. You will **not** have coverage for property damage from floods unless you take steps to purchase a separate policy of flood insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining flood insurance, please contact your agent or the National Flood Insurance Program.

**EARTHQUAKE INSURANCE NOTICE**

Virginia law requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for earthquakes. You will **not** have coverage for property damage from earthquakes unless you take steps to purchase a separate policy of earthquake insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining earthquake insurance, please contact your agent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART

- A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
    - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
  - 3.** We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
  - 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
    - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
      - (1)** At our request;
      - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
      - (3)** And rewritten by us or a member of our company group; or
      - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
- b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
    - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
    - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
  - 2.** We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**

**5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

**a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

- (1)** At our request;
- (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (3)** And rewritten by us or a member of our company group; or
- (4)** After the first year, if it is a prepaid policy written for a term of more than one year.

**b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar.

However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

**B. The **Appraisal** Loss Condition is replaced by the following:**

### **Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will be binding on both parties. Each party will:

- 1.** Pay its own appraiser; and
- 2.** Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.



If there is an appraisal, we will still retain our right to deny the claim.

C. Paragraph a.(1) of the **Duties In The Event Of Loss Or Damage** Loss Condition does not apply.

D. When insurance is provided under the: Legal Liability Coverage Form or Mortgageholders Errors And Omissions Coverage Form

The following is added and supersedes any other provisions to the contrary:

If we elect to cancel or not renew this policy, then:

- 1. We will mail or deliver a written notice of such action to the first Named Insured shown in the Declarations stating the reason, at least:
  - a. 15 days before the effective date of cancellation or the expiration date of this policy for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation or the expiration date of this policy for any other reason.

- 2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law; proof of mailing will be sufficient proof of notice.

E. For insurance provided under the Commercial Property Coverage Part, if the Replacement Cost Optional Coverage is shown in the Commercial Property Coverage Part Declarations, the following provision applies and supersedes any provision to the contrary:

You may make an initial claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Replacement Cost Optional Coverage provides if you notify us of your intent to do so within six months of the later of the following dates:

- 1. The last date on which you received a payment for actual cash value; or

- 2. The date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

F. The **Fire Department Service Charge** Additional Coverage is replaced by the following:

**Fire Department Service Charge**

- 1. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
  - b. Required by local ordinance.
- 2. If the fire department service charge is not covered under the terms of Paragraph 1., then the following applies:

When a volunteer fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay the amount billed to you, up to \$250, unless a higher limit is shown in the Declarations for volunteer fire department service charges.

This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

- a. The volunteer fire department is not fully funded by real estate taxes or other property taxes; and
- b. The service charge is not made in response to a call outside of the volunteer fire department's fire protection district, city or municipality pursuant to a contract.

No Deductible applies to this Additional Coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:**
  - 2.** We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
    - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
  - 3.** We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
  - 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
    - a.** We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
      - (1)** At our request;
      - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
      - (3)** And rewritten by us or a member of our company group; or
      - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
    - b.** When this Policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B. The following is added and supersedes any other provision to the contrary:**

**Nonrenewal**

  - 1.** If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
    - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
    - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
  - 2.** We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.



# Showtime Product

## Claim Examples

- ▶ **Property:** A water pipe bursts in a theater, resulting in extensive damage to the set, props and wardrobe. In addition, the incident causes the cancellation of two performances, forcing management to refund two nights' box office receipts. The organization suffers a loss of \$50,000 for property damage and business income
- ▶ **General Liability:** A patron attending a classical performance slipped and fell in the bathroom of the theater. The patron broke his arm. The patron filed a lawsuit against the organization for pain and suffering, medical bills and rehabilitation expenses.
- ▶ **Molestation and Abuse:** Parents of a child in the Community Choir sued the organization alleging negligent hiring of the choir director who went overboard when he improperly touched their child during a practice rehearsal.
- ▶ **Inland Marine:** During an overnight trip, the theatre group locked its equipment in the van and spent the night at a hotel. Later that night, someone used a crowbar to pry open the van and stole all the theatre equipment. The next morning the director noticed that the equipment was missing and notified the police. A total of \$9,700 of equipment was stolen.
- ▶ **Non Profit Directors & Officers:** A donor made a large contribution to a theatre group. The funds were to be used primarily to expand and update the existing theatre. Instead, the theatre group, through its executive director and board of trustees, decided to use the funds to take a trip to see a Broadway musical. The donor filed suit, alleging misappropriation of funds. The damages included return of the full contribution plus interest. As some of the money was already spent, the non profit would be financially unable to return the entire donation.



## Showtime Product — Non Profit Package

Our ALL-IN-ONE non profit product provides performing arts organizations and art/cultural organizations the opportunity to purchase General Liability, Property, Inland Marine, and Directors & Officers/Employment Practices Liability coverage all through one policy!

As a Performing Arts Organization, do you have the right coverage?

- ▶ General Liability that includes Mental Anguish or Emotional Distress
- ▶ Slip and falls by patrons attending performances
- ▶ Molestation and Abuse coverage
- ▶ Inland Marine coverage for theater property or musical equipment
- ▶ Immunity does not prevent a non profit organization from being sued
- ▶ Employment-related laws are the same for any type of organization

Why you should purchase the United States Liability Insurance Group's Showtime Product?

Maximize efficiency: One Application, One Quote, One Underwriter, One Policy, One Renewal, One Carrier for all claims, with one concurrent effective date

COVERAGE FEATURES	OUR GROUP	COMPETITORS' POLICY
Separate limits of Liability for D&O, EPL, GL	✓	?
Molestation and abuse limit included at no additional charge	✓	?
Special Cause of Property Loss/Replacement Cost Coverage/ Optional Equipment Breakdown Coverage	✓	?
Lifetime Occurrence Reporting Period (Occurrence feature for former D&O's)	✓	?
Coverage for Outside Directorship Liability for D&O	✓	?
Mental Anguish and Emotional Distress included in the General Liability definition of Bodily Injury	✓	?
No Designated Premises Endorsements	✓	?
Value Plus Endorsement – 15 valuable coverage enhancements including: Water back-up, Money & Securities, Employee Dishonesty, Signs and more	✓	?
Inland Marine coverage available on blanket or scheduled basis with transit coverage automatically included	✓	?

### WHY CHOOSE TO BE INSURED WITH UNITED STATES LIABILITY INSURANCE GROUP?

- ▶ One of only 20 A++ rated insurance groups in the United States by A.M. Best.
- ▶ A proud member of the Berkshire Hathaway Group, recently voted the #1 most admired Property & Casualty Company in the world (Fortune Magazine).

Insure your financial well-being with a stable Company that will be there to pay your claim.



# The Long Shot

## Why buy prize indemnification coverage for your golf outing?

### TYPICAL REASONS WHY COVERAGE IS IMPORTANT

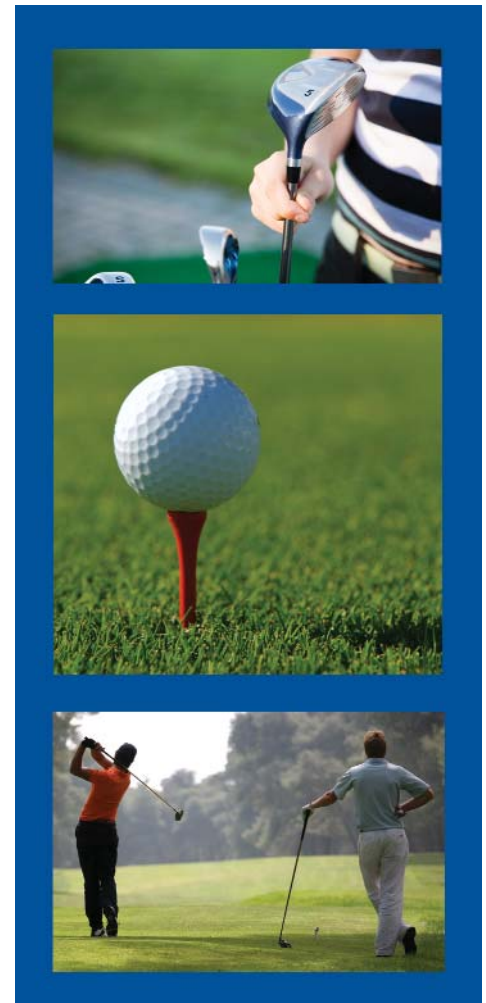
- ▶ An uninsured prize leaves potential event profits unprotected
- ▶ High-profile prizes will attract more players and press
- ▶ Prize hole can be sponsored by local businesses for additional tournament revenue
- ▶ Minimal cost to offer an exciting prize, with no risk to you

### PRODUCT FEATURES:

- ▶ If a hole in one is made, an additional 20% of the prize value will be paid to the charity
- ▶ Unlimited prize restoration
- ▶ Available as monoline or coming soon as a package with special event coverage (General Liability and/or Liquor Liability)
- ▶ Additional insureds can be included at no charge
- ▶ Ladies permitted to shoot from the regular ladies' tee box

### ADDITIONAL ADVANTAGES:

- ▶ Competitive minimum premiums starting at \$200
- ▶ A.M. Best A++ paper



This document does not amend, extend or alter the coverage afforded by the Policy. For a complete understanding of any insurance you purchase, you must first read your Policy, Declaration Page and any Endorsements and discuss them with your Broker. A specimen policy is available from an Agent of the Company. Your actual Policy Conditions may be amended by Endorsement or affected by State Laws.



## RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

### HUMAN RESOURCES



- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

### PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

### PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

### CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

### MARKETING

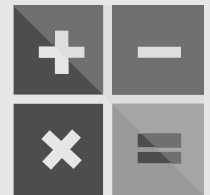


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

### SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!

## Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.

**10-D**



**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Wythe Arts Council Request - Chautauqua Fun Run

**SUMMARY:**

Please find attached an application from the Wythe Arts Council requesting for the Town to provide traffic control for a Chautauqua Fun Run on Saturday, June 15, 2024. The Safety and Events Committee has reviewed this request and approved it. The Committee would recommend that the Town Council approve this request.

**Recommended Action**

Action on this request will require a motion and vote by the Town Council.



Town of Wytheville, VA

2/20 Section 10, Item D.

### EVEN-24-4

Street Closure or Traffic Control

Application

Status: Active

Submitted On: 2/12/2024

### Applicant

Matthew Frusher



Wytheville, VA 24382

## APPLICATION CONFIRMATION

Please check the box to indicate that you understand the process for review and approval of this application and to agree to the Policy Guidance on Event Safety, Street Closure and Traffic Control.\*

## APPLICANT INFORMATION

Event Name\*

Chautauqua Fun Run

Organization Name or N/A\*

Applicant Name\*

Matthew Frusher

Applicant Cell Phone\*

Applicant Email Address\*

|

Co Applicant\*

Shane Terry

Co Applicant Cell Phone\*

|

Co Applicant Email Address\*

Have you sponsored this same event (same scope, location, street closure) previously?\*

YES

### EVENT INFORMATION

Day of the Week \* ?

Saturday

Event Date or Day of Event\*

06/15/2024

Event Type\* ?

Other Event

Name of the Route ( if known) \* ?

Same as Chautauqua Parade Route

Street Closure Time Bracket, when you need the streets closed or controlled for setup and tear down. Use N/A if this is not applicable to you.\* ?

8:00 am - 12:00 pm

Time Event Opens to Public\* ?

8PM

Time Event Closes to Public\* ?

12PM

If the event is multiple days with a variation of times. Please describe all dates and times here. Otherwise enter N/A.\*

N/A

Provide purpose and scope of your event. List the types of activities proposed.\* ?

Kids fun run

**Expected Attendance or number of people that you expect will attend.\***

50



**If you will use volunteers please indicate the number of safety vests that you will need to borrow from the Police Department.\***

5

## STREET CLOSURE OR TRAFFIC CONTROL

The applicant will be required to upload a map of the event area or area where the street closure or traffic control is to occur. The applicant shall upload the map in the attachment section of this portal. Please show street names and path of travel for parades, 5K and marches.

**Describe the street closure or limits of the event. Describe from which intersection to which intersection or what portions of streets are impacted. For 5K and parades describe starting point, paths of travel and end location.\***



Same as Chautauqua Parade. (Begin at the corner of Main and 12th Streets, and proceed east on Main Street, turn left on First Street, turn left on Monroe Street, and right into the Town Municipal Building Parking Lot.) The run starts at 9:30.

**Applicant: It is your responsibility to contact the Police Department at 276-223-3300 one week prior to the date of the street closure to confirm the event closure time and details. Do you understand this requirement?\***

YES

## OTHER REQUIRED INFORMATION

**Will there be food for sale or food trucks be at the event?\***

NO



**Alcohol Sales. Will alcohol be sold or distributed as part of the event?\***



NO

**Will the event use a Town park or facility in conjunction with the street closure event?\***

NO

**Will anything be sold by an outdoor, temporary or mobile vendor at the event? \***

NO

**Will tents, stages, or other physical elements be used/placed in the street, sidewalks or right of way? \***

NO

**Will connection to electricity or generators be needed?\***

NO

**Will there be open fire, fireworks or any source of open flames in conjunction with this request?\***

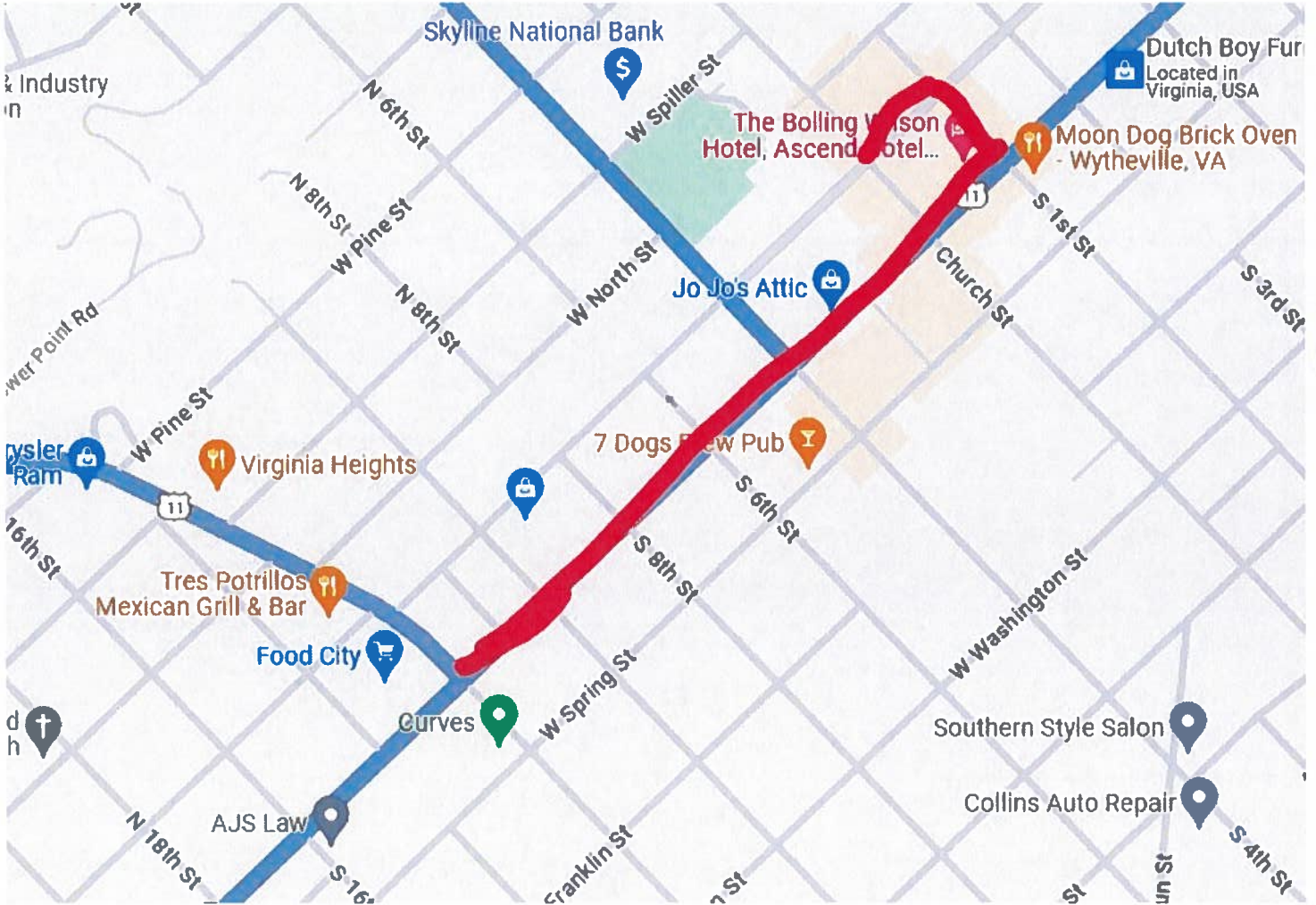
NO

**Describe your plan for trash refuse collection and providing port a johns or sanitary facilities.\***

We will use Porta johns in the park for the festival.

# Parade Route + Fun Run Route

Parade begins at Open Door Cafe, travels down main street and ends at municipal building



Enclosed you will find an admitted renewal Non Profit Package quote for Wythe Arts Council, Ltd.. The Expiring policy number is NPP1609387A and the expiration date is 3/4/2024.

- Section I- Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II- Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III- Provides the Liability Limits of Insurance
- Section IV- Lists the required coverage forms, notices, endorsements and exclusions.
- Section V- Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section VI- Provides the Direct Bill Payment Description.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement IL0044 Virginia Changes - Policy Period for your review.
- Endorsement NTP VA Flood Insurance Notice for your review.
- Endorsement IL0152 Virginia Changes for your review.
- Endorsement CP0130 Virginia Changes for your review.
- Endorsement IL0138 Virginia Changes - Cancellation and Nonrenewal for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote.  
Payment is due to the carrier by the expiration date in order to renew coverage.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at [www.usli.com/ezpay](http://www.usli.com/ezpay).
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at [www.usli.com/ezpay](http://www.usli.com/ezpay). By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

Please advise your agent as soon as possible if changes are needed or optional coverages are desired.



We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to renew this coverage with you!

Sincerely,  
Drew Lester  
LESTER INSURANCE GROUP, INC.





NPP023D2326

Quote is valid until 3/4/2024

To: Wythe Arts Council, Ltd.  
 Renewal of: NPP1609387A - Expiration Date: 3/4/2024

From: Drew Lester  
 dlester@lestergrp.com

- Confirm optional coverages:
- Do not include any optional coverages.
  - Include the following optional coverages  
 (Taxes & Fees may apply to optional premium if purchased)
    - Option 1 - (add: \*\$100.00) - Terrorism Coverage  
 \*See Terrorism Section for Exact Pricing and Terms

**\*\*DIRECT BILL RENEWAL\*\***

The policyholder will be invoiced 45 days prior to expiration.

This renewal will be invoiced with 1 installment.

This quote is for informational purposes only - do not bill or collect payment.

Please advise as soon as possible if changes are needed or optional coverages are desired.

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

NON PROFIT PACKAGE POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Commercial Property	\$1,128.00
Commercial General Liability	\$500.00
<b>TOTAL PREMIUM DUE TO CARRIER</b>	<b>\$1,628.00</b>
ADDITIONAL COSTS	
Broker Fee	_____
<b>TOTAL AMOUNT DUE</b>	<b>_____</b>

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSUREDS – VISIT BIZRESOURCECENTER.COM FOR DETAILS

The premium quoted was calculated based on information provided by you in your application for insurance. The premium quoted may be adjusted based on an audit of your books and records during and/or at the conclusion of the policy period to determine actual receipts, payroll and other factors used to calculate earned premium.

**This account is subject to the following - Sections A, B and C:**

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

**A. Prior To Bind Requirements:**

- No Prior to Bind Requirements

**B. Items Required Within 21 days of the inception of coverage:**

- No Items Required Within 21 Days

**C. Underwriting Notes:**

- No Underwriting Notes

**II. DIRECT BILL QUOTE INFORMATION**

**Additional Quote Information**

-If a notice of claim is received by the Insured or United States Liability Insurance Group between the date of this quote letter and the expiration date of the policy, United States Liability Insurance Group retains the right to require a complete renewal submission and re-underwrite the terms and conditions.

**III. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS**

Location #1 - 195 W Washington St, Wytheville, VA 24382

Construction: Frame / Protection Class: 4

Property Coverage

Perils: Basic

Coverage	Limit	Coinsurance	Deductible	Valuation	Rate	Premium
Building	\$350,000	80%	\$1,000	Functional Building Valuation	0.274	\$959
Business Personal Property	\$10,000	80%	\$1,000	Actual Cash Value	0.382	\$38
Equipment Breakdown	Included		\$1,000		131.000	\$131

Property Coverage Premium for Location #1: \$1,128

Coverage provided by Equipment Breakdown

- Mechanical Breakdown,Electrical Arcing
- Loss or damage to hot water boilers & steam equipment
- Steam explosion of boilers, piping, engines & turbines
- \$250,000 limit for Perishable Goods Spoilage
- \$250,000 limit for Refrigeration Contamination

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Theaters - Not-For-Profit only	0832	49185	Admissions	10,000	Incl	29.604	Incl	\$296
				Per 1,000 Admissions				
Abuse and Molestation Liability - Performing Arts		41795	Flat	Flat	Incl	0.000	Incl	Incl
Additional Insured - Designated Person		49950	Additional Insured	1	Incl	100.000	Incl	\$100
				Per Additional Insured				

Liability Coverage Premium for Location #1: \$500 MP

Total for Location: \$1,628

**IV. LIABILITY LIMITS OF INSURANCE**

**COMMERCIAL GENERAL LIABILITY**

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Included
General Aggregate	\$2,000,000
General Liability Deductible	\$0

**ABUSE AND MOLESTATION LIABILITY**

Each Occurrence	\$100,000
Aggregate	\$300,000

**V. REQUIRED FORMS & ENDORSEMENTS**

**Common Endorsements**

IL0017	(11/98) Common Policy Conditions	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
Jacket	(07/19) Policy Jacket	VA Notice	(01/21) Virginia Notice

**Property Endorsements**

CP 109 VA	(07/10) Functional Building Valuation	CP0090	(07/88) Commercial Property Conditions
CP 110	(10/12) Equipment Breakdown Enhancement Endorsement	**CP0130	(10/15) Virginia Changes
CP 113 VA	(10/10) Exclusion Of Loss To And Loss Of Use Of Data, Computer Hardware And Systems	CP1010	(06/07) Causes Of Loss - Basic Form
CP 137 VA	(07/10) Asbestos Material Exclusion	CP1032	(08/08) Water Exclusion Endorsement
CP 138 VA	(07/10) Lead Exclusion	CP1075	(12/20) Cyber Incident Exclusion
CP 142 VA	(04/14) Protective Devices Or Services Provisions	*IL0044	(06/90) Virginia Changes - Policy Period
CP 213 VA	(03/10) Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion	**IL0152	(10/15) Virginia Changes
CP 214 VA	(01/13) Absolute Pollution Exclusion-Property	IL0953	(01/15) Exclusion Of Certified Acts Of Terrorism
CP 245	(09/15) Earth Movement Exclusion	Notice-Cyber Incident Excl-CY	(10/20) Cyber Incident Exclusion Endorsement Advisory Notice to Policyholders
CP0010	(06/07) Building And Personal Property Coverage Form	*NTP VA	(06/12) Flood Insurance Notice

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

CG0001	(12/07) Commercial General Liability Coverage Form	L-472	(07/08) Exclusion - Injury To Performers Or Entertainers
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-500	(12/17) Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors
CG0179	(07/10) Virginia Changes	L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
CG2026	(04/13) Additional Insured - Designated Person or Organization	L-549	(12/07) Absolute Professional Liability Exclusion
CG2107	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	L-581	(02/11) Certain Animal Exclusion
CG2136	(03/05) Exclusion - New Entities	L-599 VA	(10/12) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
CG2139	(10/93) Contractual Liability Limitation	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2147	(12/07) Employment-Related Practices Exclusion	L-618B	(01/09) Amendment Of Premium Audit Conditions
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	L-631	(02/11) Event Vendor/Exhibitor & Contractor - Exclusion
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	L-703DWL VA	(10/16) Molestation or Abuse Insurance (Defense Inside Limits)
**IL0138	(10/15) Virginia Changes - Cancellation and Nonrenewal	L-767 NPP	(11/11) Exclusion - Bleacher Collapse
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	L-783 NPP	(07/18) Amendment of Liquor Liability Exclusion
L-232s	(09/05) Classification Limitation Endorsement	LLQ-100	(07/06) Amendatory Endorsement
L-278	(03/14) Independent Contractors/Subcontractors Exclusion	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (\*) are new forms not previously included on this account. Those marked with 2 asterisks (\*\*) are forms that have been on the policy, however have updated language.

## VI. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Additional Premium
Option 1 Terrorism Coverage	\$100.00

### Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

## VII. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

### One Year Payment Plan Descriptions:

**SINGLE PAYMENT** - The entire premium is invoiced with one installment and due by the inception date.

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### **REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

\_\_\_\_\_  
Applicant Name (Print)

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES – POLICY PERIOD**

Coverage under this policy begins at 12:01 A.M. (Standard Time) at the mailing address shown in the Declarations. However, to the extent that this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy at the location of the property involved, coverage under this policy, at each location, becomes effective when such other coverage terminates.

**FLOOD INSURANCE NOTICE**

The Virginia Department of Insurance requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for floods. You will **not** have coverage for property damage from floods unless you take steps to purchase a separate policy of flood insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining flood insurance, please contact your agent or the National Flood Insurance Program.

**EARTHQUAKE INSURANCE NOTICE**

Virginia law requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for earthquakes. You will **not** have coverage for property damage from earthquakes unless you take steps to purchase a separate policy of earthquake insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining earthquake insurance, please contact your agent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART

- A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
    - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
  - 3.** We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
  - 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
    - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
      - (1)** At our request;
      - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
      - (3)** And rewritten by us or a member of our company group; or
      - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
- b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
    - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
    - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
  - 2.** We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**

**5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

**a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

- (1)** At our request;
- (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (3)** And rewritten by us or a member of our company group; or
- (4)** After the first year, if it is a prepaid policy written for a term of more than one year.

**b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar.

However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

**B. The **Appraisal** Loss Condition is replaced by the following:**

### **Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will be binding on both parties. Each party will:

- 1.** Pay its own appraiser; and
- 2.** Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

C. Paragraph a.(1) of the **Duties In The Event Of Loss Or Damage** Loss Condition does not apply.

D. When insurance is provided under the: Legal Liability Coverage Form or Mortgageholders Errors And Omissions Coverage Form

The following is added and supersedes any other provisions to the contrary:

If we elect to cancel or not renew this policy, then:

- 1. We will mail or deliver a written notice of such action to the first Named Insured shown in the Declarations stating the reason, at least:
  - a. 15 days before the effective date of cancellation or the expiration date of this policy for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation or the expiration date of this policy for any other reason.
- 2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law; proof of mailing will be sufficient proof of notice.

E. For insurance provided under the Commercial Property Coverage Part, if the Replacement Cost Optional Coverage is shown in the Commercial Property Coverage Part Declarations, the following provision applies and supersedes any provision to the contrary:

You may make an initial claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Replacement Cost Optional Coverage provides if you notify us of your intent to do so within six months of the later of the following dates:

- 1. The last date on which you received a payment for actual cash value; or

- 2. The date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

F. The **Fire Department Service Charge** Additional Coverage is replaced by the following:

**Fire Department Service Charge**

- 1. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
  - b. Required by local ordinance.
- 2. If the fire department service charge is not covered under the terms of Paragraph 1., then the following applies:

When a volunteer fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay the amount billed to you, up to \$250, unless a higher limit is shown in the Declarations for volunteer fire department service charges.

This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

- a. The volunteer fire department is not fully funded by real estate taxes or other property taxes; and
- b. The service charge is not made in response to a call outside of the volunteer fire department's fire protection district, city or municipality pursuant to a contract.

No Deductible applies to this Additional Coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:
- 2.** We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
    - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
  - 3.** We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
  - 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
    - a.** We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
      - (1)** At our request;
      - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
      - (3)** And rewritten by us or a member of our company group; or
      - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
    - b.** When this Policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
- 1.** If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
    - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
    - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
  - 2.** We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.



# Showtime Product

## Claim Examples

- ▶ **Property:** A water pipe bursts in a theater, resulting in extensive damage to the set, props and wardrobe. In addition, the incident causes the cancellation of two performances, forcing management to refund two nights' box office receipts. The organization suffers a loss of \$50,000 for property damage and business income
- ▶ **General Liability:** A patron attending a classical performance slipped and fell in the bathroom of the theater. The patron broke his arm. The patron filed a lawsuit against the organization for pain and suffering, medical bills and rehabilitation expenses.
- ▶ **Molestation and Abuse:** Parents of a child in the Community Choir sued the organization alleging negligent hiring of the choir director who went overboard when he improperly touched their child during a practice rehearsal.
- ▶ **Inland Marine:** During an overnight trip, the theatre group locked its equipment in the van and spent the night at a hotel. Later that night, someone used a crowbar to pry open the van and stole all the theatre equipment. The next morning the director noticed that the equipment was missing and notified the police. A total of \$9,700 of equipment was stolen.
- ▶ **Non Profit Directors & Officers:** A donor made a large contribution to a theatre group. The funds were to be used primarily to expand and update the existing theatre. Instead, the theatre group, through its executive director and board of trustees, decided to use the funds to take a trip to see a Broadway musical. The donor filed suit, alleging misappropriation of funds. The damages included return of the full contribution plus interest. As some of the money was already spent, the non profit would be financially unable to return the entire donation.



## Showtime Product — Non Profit Package

Our ALL-IN-ONE non profit product provides performing arts organizations and art/cultural organizations the opportunity to purchase General Liability, Property, Inland Marine, and Directors & Officers/Employment Practices Liability coverage all through one policy!

As a Performing Arts Organization, do you have the right coverage?

- ▶ General Liability that includes Mental Anguish or Emotional Distress
- ▶ Slip and falls by patrons attending performances
- ▶ Molestation and Abuse coverage
- ▶ Inland Marine coverage for theater property or musical equipment
- ▶ Immunity does not prevent a non profit organization from being sued
- ▶ Employment-related laws are the same for any type of organization

Why you should purchase the United States Liability Insurance Group's Showtime Product?

Maximize efficiency: One Application, One Quote, One Underwriter, One Policy, One Renewal, One Carrier for all claims, with one concurrent effective date

COVERAGE FEATURES	OUR GROUP	COMPETITORS' POLICY
Separate limits of Liability for D&O, EPL, GL	✓	?
Molestation and abuse limit included at no additional charge	✓	?
Special Cause of Property Loss/Replacement Cost Coverage/ Optional Equipment Breakdown Coverage	✓	?
Lifetime Occurrence Reporting Period (Occurrence feature for former D&O's)	✓	?
Coverage for Outside Directorship Liability for D&O	✓	?
Mental Anguish and Emotional Distress included in the General Liability definition of Bodily Injury	✓	?
No Designated Premises Endorsements	✓	?
Value Plus Endorsement – 15 valuable coverage enhancements including: Water back-up, Money & Securities, Employee Dishonesty, Signs and more	✓	?
Inland Marine coverage available on blanket or scheduled basis with transit coverage automatically included	✓	?

WHY CHOOSE TO BE INSURED WITH UNITED STATES LIABILITY INSURANCE GROUP?

- ▶ One of only 20 A++ rated insurance groups in the United States by A.M. Best.
- ▶ A proud member of the Berkshire Hathaway Group, recently voted the #1 most admired Property & Casualty Company in the world (Fortune Magazine).

Insure your financial well-being with a stable Company that will be there to pay your claim.



# The Long Shot

## Why buy prize indemnification coverage for your golf outing?

### TYPICAL REASONS WHY COVERAGE IS IMPORTANT

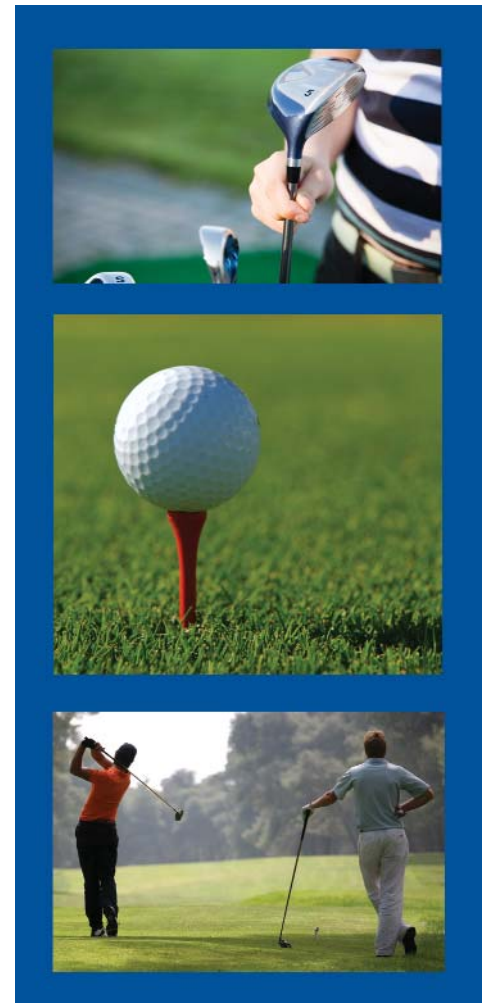
- ▶ An uninsured prize leaves potential event profits unprotected
- ▶ High-profile prizes will attract more players and press
- ▶ Prize hole can be sponsored by local businesses for additional tournament revenue
- ▶ Minimal cost to offer an exciting prize, with no risk to you

### PRODUCT FEATURES:

- ▶ If a hole in one is made, an additional 20% of the prize value will be paid to the charity
- ▶ Unlimited prize restoration
- ▶ Available as monoline or coming soon as a package with special event coverage (General Liability and/or Liquor Liability)
- ▶ Additional insureds can be included at no charge
- ▶ Ladies permitted to shoot from the regular ladies' tee box

### ADDITIONAL ADVANTAGES:

- ▶ Competitive minimum premiums starting at \$200
- ▶ A.M. Best A++ paper





# RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

## HUMAN RESOURCES



- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

## PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

## PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

## CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

## MARKETING

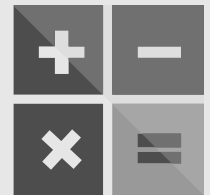


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

## SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!

## Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.



**10-E**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Wythe Arts Council Request - Chautauqua Festival 5K

**SUMMARY:**

Please find attached an application from the Wythe Arts Council requesting for the Town to provide traffic control to conduct the Chautauqua Festival 5K on Saturday, June 22, 2024. The Safety and Events Committee has reviewed this request and approved it. The Committee would recommend that the Town Council approve this request.

**Recommended Action**

Action on this request will require a motion and vote by the Town Council.



Town of Wytheville, VA

2/20

### EVEN-24-3

Street Closure or Traffic Control Application

Status: Active

Submitted On: 2/12/2024

### Applicant

Matthew Frusher



Wytheville, VA 24382

## APPLICATION CONFIRMATION

Please check the box to indicate that you understand the process for review and approval of this application and to agree to the Policy Guidance on Event Safety, Street Closure and Traffic Control.\*

## APPLICANT INFORMATION

Event Name\*

Chautauqua Festival 5K

Organization Name or N/A\*

Applicant Name\*

Matthew Frusher

Applicant Cell Phone\*

Address\*

Co Applicant\*

Shane Terry

Co Applicant Cell Phone\*

Co Applicant Email Address\*

Have you sponsored this same event (same scope, location, street closure) previously?\*

YES

### EVENT INFORMATION

Day of the Week \* ?

Saturday

Event Date or Day of Event\*

06/22/2024

Event Type\* ?

5K

Name of the Route ( if known) \* ?

Chautauqua

Street Closure Time Bracket, when you need the streets closed or controlled for setup and tear down. Use N/A if this is not applicable to you.\*

7:00 am - 12:00 pm

Time Event Opens to Public\* ?

7AM - Registration at 7:45AM  
9AM - Race Begins

Time Event Closes to Public\* ?

12PM

If the event is multiple days with a variation of times. Please describe all dates and times here. Otherwise enter N/A.\*

N/A

Provide purpose and scope of your event. List the types of activities proposed.\* ?

Chautauqua 5K

**Expected Attendance or number of people that you expect will attend.\***

100



**If you will use volunteers please indicate the number of safety vests that you will need to borrow from the Police Department.\***

5

## STREET CLOSURE OR TRAFFIC CONTROL

The applicant will be required to upload a map of the event area or area where the street closure or traffic control is to occur. The applicant shall upload the map in the attachment section of this portal. Please show street names and path of travel for parades, 5K and marches.

**Describe the street closure or limits of the event. Describe from which intersection to which intersection or what portions of streets are impacted. For 5K and parades describe starting point, paths of travel and end location.\***



5K Run "Chautauqua" Route (Begin in front of the Fourth Street Civic Center on Fourth Street, turn right on Spring Street, turn right on 11th Street, turn right on Withers Road (turns into Calhoun Street), turn right on Railroad Avenue, turn right on 20th Street, turn right on Spring Street, turn right on Fourth Street, and return to the Fourth Street Civic Center.)

**Applicant: It is your responsibility to contact the Police Department at 276-223-3300 one week prior to the date of the street closure to confirm the event closure time and details. Do you understand this requirement?\***

YES

## OTHER REQUIRED INFORMATION

Will there be food for sale or food trucks be at the event?\*

NO

Alcohol Sales. Will alcohol be sold or distributed as part of the event?\*

NO

Will the event use a Town park or facility in conjunction with the street closure event?\*

NO

Will anything be sold by an outdoor, temporary or mobile vendor at the event? \*

NO

Will tents, stages, or other physical elements be used/placed in the street, sidewalks or right of way? \*

NO

Will connection to electricity or generators be needed?\*

NO

Will there be open fire, fireworks or any source of open flames in conjunction with this request?\*

NO

Describe your plan for trash refuse collection and providing port a johns or sanitary facilities.\*

Porta Johns will be available in the park for the festival.

# 5 K Race



Enclosed you will find an admitted renewal Non Profit Package quote for Wythe Arts Council, Ltd.. The Expiring policy number is NPP1609387A and the expiration date is 3/4/2024.

- Section I- Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II- Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III- Provides the Liability Limits of Insurance
- Section IV- Lists the required coverage forms, notices, endorsements and exclusions.
- Section V- Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section VI- Provides the Direct Bill Payment Description.

*In addition* we have included some materials that will assist in the evaluation of this offer of coverage.

- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement IL0044 Virginia Changes - Policy Period for your review.
- Endorsement NTP VA Flood Insurance Notice for your review.
- Endorsement IL0152 Virginia Changes for your review.
- Endorsement CP0130 Virginia Changes for your review.
- Endorsement IL0138 Virginia Changes - Cancellation and Nonrenewal for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote.  
Payment is due to the carrier by the expiration date in order to renew coverage.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at [www.usli.com/ezpay](http://www.usli.com/ezpay).
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at [www.usli.com/ezpay](http://www.usli.com/ezpay). By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

Please advise your agent as soon as possible if changes are needed or optional coverages are desired.





We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to renew this coverage with you!

Sincerely,  
Drew Lester  
LESTER INSURANCE GROUP, INC.



NPP023D2326

Quote is valid until 3/4/2024

To: Wythe Arts Council, Ltd.  
 Renewal of: NPP1609387A - Expiration Date: 3/4/2024

From: Drew Lester  
 dlester@lestergrp.com

Confirm optional coverages:

Do not include any optional coverages.

Include the following optional coverages  
 (Taxes & Fees may apply to optional premium if purchased)

Option 1 - (add: \*\$100.00) - Terrorism Coverage  
 \*See Terrorism Section for Exact Pricing and Terms

**\*\*DIRECT BILL RENEWAL\*\***

The policyholder will be invoiced 45 days prior to expiration.

This renewal will be invoiced with 1 installment.

This quote is for informational purposes only - do not bill or collect payment.

Please advise as soon as possible if changes are needed or optional coverages are desired.

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

NON PROFIT PACKAGE POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XII
COVERAGE PART	PREMIUM
Commercial Property	\$1,128.00
Commercial General Liability	\$500.00
<b>TOTAL PREMIUM DUE TO CARRIER</b>	<b>\$1,628.00</b>
ADDITIONAL COSTS	
Broker Fee	_____
<b>TOTAL AMOUNT DUE</b>	<b>_____</b>

FREE AND DISCOUNTED BUSINESS SERVICES AVAILABLE TO USLI INSURED'S – VISIT BIZRESOURCECENTER.COM FOR DETAILS

The premium quoted was calculated based on information provided by you in your application for insurance. The premium quoted may be adjusted based on an audit of your books and records during and/or at the conclusion of the policy period to determine actual receipts, payroll and other factors used to calculate earned premium.

**This account is subject to the following - Sections A, B and C:**

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***

**A. Prior To Bind Requirements:**

- No Prior to Bind Requirements

**B. Items Required Within 21 days of the inception of coverage:**

- No Items Required Within 21 Days

**C. Underwriting Notes:**

- No Underwriting Notes

**II. DIRECT BILL QUOTE INFORMATION**

<b>Additional Quote Information</b>
-------------------------------------

-If a notice of claim is received by the Insured or United States Liability Insurance Group between the date of this quote letter and the expiration date of the policy, United States Liability Insurance Group retains the right to require a complete renewal submission and re-underwrite the terms and conditions.

**III. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS**

Location #1 - 195 W Washington St, Wytheville, VA 24382

Construction: Frame / Protection Class: 4

Property Coverage

Perils: Basic

Coverage	Limit	Coinsurance	Deductible	Valuation	Rate	Premium
Building	\$350,000	80%	\$1,000	Functional Building Valuation	0.274	\$959
Business Personal Property	\$10,000	80%	\$1,000	Actual Cash Value	0.382	\$38
Equipment Breakdown	Included		\$1,000		131.000	\$131

Property Coverage Premium for Location #1: \$1,128

Coverage provided by Equipment Breakdown

- Mechanical Breakdown,Electrical Arcing
- Loss or damage to hot water boilers & steam equipment
- Steam explosion of boilers, piping, engines & turbines
- \$250,000 limit for Perishable Goods Spoilage
- \$250,000 limit for Refrigeration Contamination

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Theaters - Not-For-Profit only	0832	49185	Admissions	10,000	Incl	29.604	Incl	\$296
				Per 1,000 Admissions				
Abuse and Molestation Liability - Performing Arts		41795	Flat	Flat	Incl	0.000	Incl	Incl
Additional Insured - Designated Person		49950	Additional Insured	1	Incl	100.000	Incl	\$100
				Per Additional Insured				

Liability Coverage Premium for Location #1: \$500 MP

Total for Location: \$1,628

**IV. LIABILITY LIMITS OF INSURANCE**

**COMMERCIAL GENERAL LIABILITY**

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damage To Premises Rented to You	\$100,000
Products/Completed Ops Aggregate	Included
General Aggregate	\$2,000,000
General Liability Deductible	\$0

**ABUSE AND MOLESTATION LIABILITY**

Each Occurrence	\$100,000
Aggregate	\$300,000

**V. REQUIRED FORMS & ENDORSEMENTS**

**Common Endorsements**

IL0017	(11/98) Common Policy Conditions	TRIADN	(12/20) Disclosure Notice of Terrorism Insurance Coverage
Jacket	(07/19) Policy Jacket	VA Notice	(01/21) Virginia Notice

**Property Endorsements**

CP 109 VA	(07/10) Functional Building Valuation	CP0090	(07/88) Commercial Property Conditions
CP 110	(10/12) Equipment Breakdown Enhancement Endorsement	**CP0130	(10/15) Virginia Changes
CP 113 VA	(10/10) Exclusion Of Loss To And Loss Of Use Of Data, Computer Hardware And Systems	CP1010	(06/07) Causes Of Loss - Basic Form
CP 137 VA	(07/10) Asbestos Material Exclusion	CP1032	(08/08) Water Exclusion Endorsement
CP 138 VA	(07/10) Lead Exclusion	CP1075	(12/20) Cyber Incident Exclusion
CP 142 VA	(04/14) Protective Devices Or Services Provisions	*IL0044	(06/90) Virginia Changes - Policy Period
CP 213 VA	(03/10) Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion	**IL0152	(10/15) Virginia Changes
CP 214 VA	(01/13) Absolute Pollution Exclusion-Property	IL0953	(01/15) Exclusion Of Certified Acts Of Terrorism
CP 245	(09/15) Earth Movement Exclusion	Notice-Cyber Incident Excl-CY	(10/20) Cyber Incident Exclusion Endorsement Advisory Notice to Policyholders
CP0010	(06/07) Building And Personal Property Coverage Form	*NTP VA	(06/12) Flood Insurance Notice

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

## General Liability Endorsements

Section 10, Item E.

CG0001	(12/07) Commercial General Liability Coverage Form	L-472	(07/08) Exclusion - Injury To Performers Or Entertainers
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-500	(12/17) Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors
CG0179	(07/10) Virginia Changes	L-536	(09/09) Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
CG2026	(04/13) Additional Insured - Designated Person or Organization	L-549	(12/07) Absolute Professional Liability Exclusion
CG2107	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	L-581	(02/11) Certain Animal Exclusion
CG2136	(03/05) Exclusion - New Entities	L-599 VA	(10/12) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
CG2139	(10/93) Contractual Liability Limitation	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2147	(12/07) Employment-Related Practices Exclusion	L-618B	(01/09) Amendment Of Premium Audit Conditions
CG2173	(01/15) Exclusion Of Certified Acts Of Terrorism	L-631	(02/11) Event Vendor/Exhibitor & Contractor - Exclusion
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	L-703DWL VA	(10/16) Molestation or Abuse Insurance (Defense Inside Limits)
**IL0138	(10/15) Virginia Changes - Cancellation and Nonrenewal	L-767 NPP	(11/11) Exclusion - Bleacher Collapse
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	L-783 NPP	(07/18) Amendment of Liquor Liability Exclusion
L-232s	(09/05) Classification Limitation Endorsement	LLQ-100	(07/06) Amendatory Endorsement
L-278	(03/14) Independent Contractors/Subcontractors Exclusion	LLQ-368	(08/10) Separation Of Insureds Clarification Endorsement

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (\*) are new forms not previously included on this account. Those marked with 2 asterisks (\*\*) are forms that have been on the policy, however have updated language.

## VI. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Additional Premium
Option 1 Terrorism Coverage	\$100.00

### Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of \$100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

## VII. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

### One Year Payment Plan Descriptions:

**SINGLE PAYMENT** - The entire premium is invoiced with one installment and due by the inception date.

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### **REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE**

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please "X" one of the boxes below and return this notice to the Company.

	<b>I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.</b>
	<b>I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.</b>

\_\_\_\_\_  
Applicant Name (Print)

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES – POLICY PERIOD**

Coverage under this policy begins at 12:01 A.M. (Standard Time) at the mailing address shown in the Declarations. However, to the extent that this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy at the location of the property involved, coverage under this policy, at each location, becomes effective when such other coverage terminates.

**FLOOD INSURANCE NOTICE**

The Virginia Department of Insurance requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for floods. You will **not** have coverage for property damage from floods unless you take steps to purchase a separate policy of flood insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining flood insurance, please contact your agent or the National Flood Insurance Program.

**EARTHQUAKE INSURANCE NOTICE**

Virginia law requires that all property and casualty companies advise their policyholders that the policy to which this notice is attached does not provide coverage for earthquakes. You will **not** have coverage for property damage from earthquakes unless you take steps to purchase a separate policy of earthquake insurance.

This Notice does not expand or increase coverage in any policy or endorsement. This policy and accompanying endorsements remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining earthquake insurance, please contact your agent.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following when written as part of a Commercial Package Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached.

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART

**A.** Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

**2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

- a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b.** 45 days before the effective date of cancellation if we cancel for any other reason.

**3.** We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.

**5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

- a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
  - (1)** At our request;
  - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
  - (3)** And rewritten by us or a member of our company group; or
  - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.

**b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

**B.** The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

**1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:

- a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
- b.** 45 days before the expiration date if the nonrenewal is for any other reason.

**2.** We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.

**3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**A. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:**

**5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

**a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

- (1)** At our request;
- (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (3)** And rewritten by us or a member of our company group; or
- (4)** After the first year, if it is a prepaid policy written for a term of more than one year.

**b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar.

However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

**B. The Appraisal Loss Condition is replaced by the following:**

### **Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will be binding on both parties. Each party will:

- 1.** Pay its own appraiser; and
- 2.** Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

C. Paragraph a.(1) of the **Duties In The Event Of Loss Or Damage** Loss Condition does not apply.

D. When insurance is provided under the:

Legal Liability Coverage Form or Mortgageholders Errors And Omissions Coverage Form

The following is added and supersedes any other provisions to the contrary:

If we elect to cancel or not renew this policy, then:

1. We will mail or deliver a written notice of such action to the first Named Insured shown in the Declarations stating the reason, at least:

- a. 15 days before the effective date of cancellation or the expiration date of this policy for nonpayment of premium; or
- b. 45 days before the effective date of cancellation or the expiration date of this policy for any other reason.

2. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law; proof of mailing will be sufficient proof of notice.

E. For insurance provided under the Commercial Property Coverage Part, if the Replacement Cost Optional Coverage is shown in the Commercial Property Coverage Part Declarations, the following provision applies and supersedes any provision to the contrary:

You may make an initial claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Replacement Cost Optional Coverage provides if you notify us of your intent to do so within six months of the later of the following dates:

1. The last date on which you received a payment for actual cash value; or

2. The date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

F. The **Fire Department Service Charge** Additional Coverage is replaced by the following:

**Fire Department Service Charge**

1. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance.

2. If the fire department service charge is not covered under the terms of Paragraph 1., then the following applies:

When a volunteer fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay the amount billed to you, up to \$250, unless a higher limit is shown in the Declarations for volunteer fire department service charges.

This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

- a. The volunteer fire department is not fully funded by real estate taxes or other property taxes; and
- b. The service charge is not made in response to a call outside of the volunteer fire department's fire protection district, city or municipality pursuant to a contract.

No Deductible applies to this Additional Coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 ELECTRONIC DATA LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCT WITHDRAWAL COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:**
  - 2.** We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
    - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
  - 3.** We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
  - 5.** If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
    - a.** We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
      - (1)** At our request;
      - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
      - (3)** And rewritten by us or a member of our company group; or
      - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
    - b.** When this Policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B. The following is added and supersedes any other provision to the contrary:**

**Nonrenewal**

  - 1.** If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
    - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
    - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
  - 2.** We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
  - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.



# Showtime Product

## Claim Examples

- ▶ **Property:** A water pipe bursts in a theater, resulting in extensive damage to the set, props and wardrobe. In addition, the incident causes the cancellation of two performances, forcing management to refund two nights' box office receipts. The organization suffers a loss of \$50,000 for property damage and business income
- ▶ **General Liability:** A patron attending a classical performance slipped and fell in the bathroom of the theater. The patron broke his arm. The patron filed a lawsuit against the organization for pain and suffering, medical bills and rehabilitation expenses.
- ▶ **Molestation and Abuse:** Parents of a child in the Community Choir sued the organization alleging negligent hiring of the choir director who went overboard when he improperly touched their child during a practice rehearsal.
- ▶ **Inland Marine:** During an overnight trip, the theatre group locked its equipment in the van and spent the night at a hotel. Later that night, someone used a crowbar to pry open the van and stole all the theatre equipment. The next morning the director noticed that the equipment was missing and notified the police. A total of \$9,700 of equipment was stolen.
- ▶ **Non Profit Directors & Officers:** A donor made a large contribution to a theatre group. The funds were to be used primarily to expand and update the existing theatre. Instead, the theatre group, through its executive director and board of trustees, decided to use the funds to take a trip to see a Broadway musical. The donor filed suit, alleging misappropriation of funds. The damages included return of the full contribution plus interest. As some of the money was already spent, the non profit would be financially unable to return the entire donation.



## Showtime Product — Non Profit Package

Our ALL-IN-ONE non profit product provides performing arts organizations and art/cultural organizations the opportunity to purchase General Liability, Property, Inland Marine, and Directors & Officers/Employment Practices Liability coverage all through one policy!

As a Performing Arts Organization, do you have the right coverage?

- ▶ General Liability that includes Mental Anguish or Emotional Distress
- ▶ Slip and falls by patrons attending performances
- ▶ Molestation and Abuse coverage
- ▶ Inland Marine coverage for theater property or musical equipment
- ▶ Immunity does not prevent a non profit organization from being sued
- ▶ Employment-related laws are the same for any type of organization

Why you should purchase the United States Liability Insurance Group's Showtime Product?

Maximize efficiency: One Application, One Quote, One Underwriter, One Policy, One Renewal, One Carrier for all claims, with one concurrent effective date

COVERAGE FEATURES	OUR GROUP	COMPETITORS' POLICY
Separate limits of Liability for D&O, EPL, GL	✓	?
Molestation and abuse limit included at no additional charge	✓	?
Special Cause of Property Loss/Replacement Cost Coverage/ Optional Equipment Breakdown Coverage	✓	?
Lifetime Occurrence Reporting Period (Occurrence feature for former D&O's)	✓	?
Coverage for Outside Directorship Liability for D&O	✓	?
Mental Anguish and Emotional Distress included in the General Liability definition of Bodily Injury	✓	?
No Designated Premises Endorsements	✓	?
Value Plus Endorsement – 15 valuable coverage enhancements including: Water back-up, Money & Securities, Employee Dishonesty, Signs and more	✓	?
Inland Marine coverage available on blanket or scheduled basis with transit coverage automatically included	✓	?

WHY CHOOSE TO BE INSURED WITH UNITED STATES LIABILITY INSURANCE GROUP?

- ▶ One of only 20 A++ rated insurance groups in the United States by A.M. Best.
- ▶ A proud member of the Berkshire Hathaway Group, recently voted the #1 most admired Property & Casualty Company in the world (Fortune Magazine).

Insure your financial well-being with a stable Company that will be there to pay your claim.



# The Long Shot

## Why buy prize indemnification coverage for your golf outing?

### TYPICAL REASONS WHY COVERAGE IS IMPORTANT

- ▶ An uninsured prize leaves potential event profits unprotected
- ▶ High-profile prizes will attract more players and press
- ▶ Prize hole can be sponsored by local businesses for additional tournament revenue
- ▶ Minimal cost to offer an exciting prize, with no risk to you

### PRODUCT FEATURES:

- ▶ If a hole in one is made, an additional 20% of the prize value will be paid to the charity
- ▶ Unlimited prize restoration
- ▶ Available as monoline or coming soon as a package with special event coverage (General Liability and/or Liquor Liability)
- ▶ Additional insureds can be included at no charge
- ▶ Ladies permitted to shoot from the regular ladies' tee box

### ADDITIONAL ADVANTAGES:

- ▶ Competitive minimum premiums starting at \$200
- ▶ A.M. Best A++ paper





# RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

## HUMAN RESOURCES



- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

## PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

## PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

## CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

## MARKETING

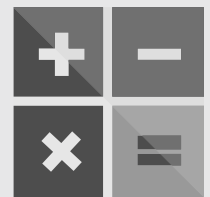


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

## SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!



## Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, <https://www.usli.com/privacy-policy/>.

**10-F**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Wythe Arts Council Waiver of Fees Request

**SUMMARY:**

The Town has received an application from the Wythe Arts Council requesting a Waiver of Fees for the use of Withers Park, Elizabeth Brown Memorial Park and the 4<sup>th</sup> Street Civic Center for the Chautauqua Festival event to be held Friday, June 14, 2024, through Sunday, June 23, 2024. The Town of Wytheville will be listed as a main sponsor for the Chautauqua Festival. Assistant Director of Parks and Recreation Crystal Hylton has approved the request, as presented, by the Wytheville Parks and Recreation Department. The request is now before the Town Council for consideration.

**Recommended Action**

Action on this request will require a motion and vote by the Town Council.

Town of  
Department of

Wytheville  
Parks and Recreation

Request for

Waiver of Fees



Name of  
Non-Profit /

Organization: Wythe Arts Council  
Profit

Date of  
No: 2/27/24

Activity: Chautauqua Festival Tax-exempt

Purpose of Activity: Chautauqua Festival

Request of Area

Hours

Use Fee

Additional Information

Withers Park  
Elizabeth Park  
\*\*addition 4<sup>th</sup> St

see reservation paperwork \$1700 6/14-23/24  
see reservation paperwork \$6545 " " "  
see reservation paperwork \$2805 " "

\$525 not waivable-police officer fee  
for Alcohol nights

Number of Persons in Attendance: 2K

Requirements

- The activity provides a direct recreational, educational or entertainment value to the participants.
  - Alcoholic beverages will not be sold, served, or consumed.
- The activity was scheduled through the Department of Recreation at least one month in advance of the date of the event.
- Group requesting waiver of fees is a public agency, or group incorporated by the Commonwealth of Virginia as non-profit organization.
- Proceeds raised will be donated to: maintaining free admission to Festival  
(The generation of funds for a charitable or worthy cause shall not, of itself, be deemed as a reason for waiver of Center or Park use fees).

Organization Representative: Matthew Frusher

Address: PO Box 911

City/State: Wytheville, VA Zip Code: 24382

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Signature: Matthew Frusher Date: 2/27/24

Approval

Director of Recreation: [Signature] Date: 3-4-24

Comments: Please see note regarding fee for alcohol consumption on site

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

**FACILITY SALES RECEIPT**

Section 10, Item F.

Receipt # 1025107  
 Payment Date: 02/27/24  
 Household: 3198

Community Center  
 333 Community Blvd  
 Wytheville VA 24382  
 Phone: (276)223-3378

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Thu 06/13/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Fri 06/14/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 06/15/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sun 06/16/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**FACILITY SALES RECEIPT**

Section 10, Item F.



Receipt # **1025107**  
 Payment Date: **02/27/2024**  
 Household: **3198**

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Mon 06/17/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Tue 06/18/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Wed 06/19/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Thu 06/20/2024 6:00A to 11:00P	770.00	770.00	0.00	0.00	770.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**FACILITY SALES RECEIPT**

Section 10, Item F.



Receipt # **1025107**  
 Payment Date: **02/27/2024**  
 Household: **3198**

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Fri 06/21/2024 6:00A to 11:00P	770.00	770.00	0.00	0.00	770.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 06/22/2024 6:00A to 11:00P	770.00	770.00	0.00	0.00	770.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: Elizabeth Brown Memorial Park, Elizabeth Brown Memorial Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sun 06/23/2024 6:00A to 11:00P	595.00	595.00	0.00	0.00	595.00

Special Questions: Reservation Comment Code:  
 Are you having Alcohol? No  
 What time is officer needed? (begin serving until 1/2 hour after stop serving):

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Thu 06/13/2024 6:00A to 11:00P	255.00	255.00	0.00	0.00	255.00

Special Questions: Reservation Comment Code:

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

**FACILITY SALES RECEIPT**

Section 10, Item F.



Receipt # 1025107  
 Payment Date: 02/27/2024  
 Household: 3198

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Fri 06/14/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Sat 06/15/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Sun 06/16/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Mon 06/17/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Tue 06/18/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: 8072  
 Status: Firm  
 Purpose: Chautauqua  
 Anticipated Count: 5000



**FACILITY SALES RECEIPT**

Section 10, Item F.



Receipt # **1025107**  
 Payment Date: **02/27/2024**  
 Household: **3198**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Wed 06/19/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

Special Questions:

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Thu 06/20/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

Special Questions:

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Fri 06/21/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

Special Questions:

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 06/22/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

Special Questions:

**Reservation Details: 4th St Civic Center, 4th St Civic Center**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **5000**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sun 06/23/2024 6:00A to 11:00P Reservation Comment Code:	255.00	255.00	0.00	0.00	255.00

Special Questions:

**Reservation Details: Withers Park, Withers Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **1000**

**FACILITY SALES RECEIPT**

Section 10, Item F.



Receipt # **1025107**  
 Payment Date: **02/27/2024**  
 Household: **3198**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Misc Fac. Comments:	Tue 06/18/2024 6:00A to 11:00P	425.00	425.00	0.00	0.00	425.00
Special Questions:	Withers Park can not be blocked off from the public for walking track purposes. Are you having Alcohol? No What time is officer needed? (begin serving until 1/2 hour after stop serving): Reservation Comment Code:					

**Reservation Details: Withers Park, Withers Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **1000**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Wed 06/19/2024 6:00A to 11:00P	425.00	425.00	0.00	0.00	425.00
	Are you having Alcohol? No What time is officer needed? (begin serving until 1/2 hour after stop serving): Reservation Comment Code:					

**Reservation Details: Withers Park, Withers Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **1000**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Thu 06/20/2024 6:00A to 11:00P	425.00	425.00	0.00	0.00	425.00
	Are you having Alcohol? No What time is officer needed? (begin serving until 1/2 hour after stop serving): Reservation Comment Code:					

**Reservation Details: Withers Park, Withers Park**

Reserv. Contact: **Matthew Frusher**  
 Phone Number:  
 Reserv. Number: **8072**  
 Status: **Firm**  
 Purpose: **Chautauqua**  
 Anticipated Count: **1000**

	<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Special Questions:	Sat 06/22/2024 6:00A to 11:00P	425.00	425.00	0.00	0.00	425.00
	Are you having Alcohol? No What time is officer needed? (begin serving until 1/2 hour after stop serving): Reservation Comment Code:					

Processed on 02/27/24 @ 2:20 pm by crystalh

Total New Fees	11,575.00
<b>Total Due</b>	<b>11,575.00</b>
Total Fees Paid	0.00
<b>Total Paid</b>	<b>0.00</b>
Balance From Receipt	11,575.00

**FACILITY SALES RECEIPT**

Section 10, Item F.



**Receipt #**  
Payment Date:  
Household:

**1025107**  
02/27/2024  
3198

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**Household Balance Information**

Overall Household Balance Due 11,575.00

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## FACILITY RENTAL POLICIES

MF

**Deposit:** A deposit is required for each room reservation payable when making the reservation (see Center Rate Schedule). The deposit is refunded if the group has fulfilled the contract terms, the group cleans up adequately, vandalism and damages have not occurred, and group has stayed within rental hours. Any overage in rental hours will be withheld from the security deposit. If the security deposit does not cover overage, additional fees will need to be paid upon leaving. Behavior problems of any nature will result in forfeiture of the deposit.

MF

**Rental Fee:** Rental fees are to be paid in full at the time the rental is made, in addition to the deposit.

MF

**Refund of Deposit:** Deposit refunds will be issued in the form of a check and made out to and mailed to the person whose name the reservation is in within 30 days of rental date. Or, if applicable, issued onto the credit card that was used to pay for the rental within 3 to 5 business days, dependent on the credit card merchants' policies.

MF

**Cancellations:** If a reserver notifies staff of cancellation at least three (3) weeks prior to the reservation, rental use fees will be refunded in full. If a cancellation is made less than three weeks of the scheduled reservation, a \$25 cancellation fee will be deducted from the fees paid. If a reservation is canceled or altered within one-week, rental fees will not be refunded.

**Christmas and New Year's Parties:** Reservations for the Community Center during the months of December and January are in much demand due to the holiday season. Therefore, the following cancellation policies will be enforced for any activity scheduled in December or January:  
More than two months; \$75 cancellation fee: Two months or less; \$150 cancellation fee: Less than one month; no refund for facility use.

MF

### SET UP

Plans for decorating, setting up or using any equipment must be scheduled when reserving and is included in rental use hours. All groups requiring the use of tables and/or chairs shall make arrangements on layout when making reservation. Community Center Staff will set up tables and chairs according to layout. Groups needing any audio/visual equipment must make arrangements upon reservation and must bring in any personal equipment for testing at least two weeks in advance. Under no circumstances are groups holding a permit to remove chairs, tables or other equipment from the Community Center. **No decorations may be hung or attached to the ceiling, walls, doors or windows. No confetti or glitter is allowed.** Table decorations are allowed.

MF

### CLEAN UP

**Any group using a facility operated by the Town of Wytheville Department of Parks and Recreation agrees to leave the facility as it was found. Clean up by user group includes but is not limited to cleaning up of all decorations, food, and trash; cleaning tables; sweep and mop if needed.** Supplies, including additional trash bags, for clean up are supplied and are in closet. Clean up must be performed immediately after the activity concludes and is included in rental use hours. Failure to clean areas shall result in forfeiture of all or part of the deposit and/or assessed additional costs for cleanup operations if deemed necessary.

MF

### ENTERING AND LEAVING FACILITY

*Everyone must enter and exit through the front entrance. Room doors to the outside are for emergency exit only and will alarm.*

**Entering:** A representative from the group must report to the front desk of the building entering the facility before area is unlocked. The supervisor will record the time group enters, review contract information and general operating policies if needed.

**Departure:** A representative from the group must report to the front desk of the building upon departing the facility. The attendant and the representative review conditions of areas utilized prior to departure. Any area not cleaned or damaged is to be noted on the reservation form. The representative is required to sign acknowledging the damages. Failure to sign this form will result in forfeiture of the deposit in full. Additional fees may be charged to the individual or group for damages or additional staff needed to clean area.

MF

**DAMAGES TO FACILITY OR EQUIPMENT/DISRUPTIONS**

**Damages:** Any reserver that causes physical damage to the facility or to any equipment shall forfeit the deposit and/or be assessed additional costs for repairs (if deposit is not sufficient). The reserver, agency or organization may also forfeit the privilege of future use of the building.

**Disruptions:** Any reserver or other person involved in a disruption at a facility operated by the Town of Wytheville Department of Parks and Recreation will be suspended according to the rules and regulations pertaining to disciplinary actions. In addition, any disruption occurring during a scheduled reservation will result in forfeiture of the deposit.

**LIABILITY**

Individuals, groups, agencies, or organizations contracting to use the Center, or any facility shall assume the responsibility for all persons and area of use.

Neither the Town of Wytheville, nor any of its operating agencies, shall be liable to any organization, agency or individual using the facility nor to any other person, firm or corporation for any loss or damage suffered during the use of said premise or on account of any defective condition or depreciation of the portion of the premises used of any building, structure or equipment upon the premises and entity using said facility assumes all risks to persons or property due to latent or patent defects in the premises and fixtures thereon and the entity using the facility expressly agrees to indemnify and save harmless the Town of Wytheville and all of its operating agencies from any and all claims resulting from the use of the same.

Any individual, agency, or group hosting a community activity or fund-raising activity must provide the Department with a copy of a current Liability Insurance Policy of not less than \$1 Million.

Signature: Matthew [Signature] Date: 3/4/24

**TO BE COMPLETED WHEN LEAVING**

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Clean up:  Completed  Not Completed

Notes: \_\_\_\_\_

Damages Explanation \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Rental Signature: \_\_\_\_\_



## Withers Park

- Withers Park rental is for the grass area inside the walking track. The walking track, playground and monument area must remain open to the public.
- No tables or chairs are provided.
- Electrical hookups are available at the outlets throughout the park.
- Any staking of tents, etc. must be prearranged by contacting # 811 \*Call before you dig #\*.
- When event is over, the reserver is responsible for:
  - Cleaning and removing all supplies brought in by rental group.
  - Cleaning up of trash. Please make sure all trash is in a receptacle. Any trash that does not fit in a trash receptacle must be taken off by the rental group.
- Please do not staple, nail, etc into any structure or to any of the trees.

Signature: Matthew [Signature] Date: 2/27/24



333 COMMUNITY BLVD  
WYTHEVILLE, VA 24382  
(276) 223-3378  
Fax (276) 223-3364  
rec.wytheville.org

## Elizabeth Brown Park Rentals

- Key must be picked up from Community Center no more than 2 days in advance and must be brought back no more than 2 day after rental. Keys can be picked up or returned during open hours of the Wytheville Community Center. Mon-Fri 6am-9pm; Sat 7am-8pm; Sun 1-6pm.
  - Keys provided -- electrical/supply room, trash building
- Reserved Sign can be picked up at Community Center when picking up key and can be slid into the plastic frame on shelter or stage.
- Reserver is responsible for unlocking electrical room and cutting on power if needed. Inside the breaker box it is marked for outlet power and stage/shelter lights if needed. There are white folding food tables in the electrical room that may be utilized.
- Restrooms are located on each side of the Shelter. If you have reserved just the Stage, then you would utilize the bathrooms at the Shelter too. There are no bathrooms available at the Stage.
- When event is over, the reserver is responsible for:
  - Cleaning of restrooms.
  - Turning off electricity and locking electrical rooms.
  - Return white folding tables to the electrical room.
  - Cleaning up of trash. Carry trash bags to brown out building behind old center. Please lock the trash building back after use.
  - Take down reserved sign.
  - Broom and dust pan are in electrical room if needed.
  - Return Keys to Community Center. (Deposit will not be refunded until keys are returned)
  - If any picnic tables were removed from under shelter, they will need to be put back.
  - **ADDENDUM: During this time, bathrooms must be re-locked after reservation is complete.**
- Please do not staple, nail, etc into any structure or to any of the trees.

Signature: Matthew J. [Signature] Date: 2/27/24





# Wythe Arts Council, Ltd.

Sponsor of Chautauqua Festival-in-the-Park

February 8, 2024

Mr. Brian Freeman Town Manager  
Town of Wytheville  
P.O. Box 533  
150 E. Monroe St.  
Wytheville, VA 24382

Dear Brian:

The Wythe Arts Council, Ltd., and related committees requests the following consideration regarding the Chautauqua Festival in the Park to be held June 15<sup>th</sup> – 22<sup>nd</sup>, 2024. (The Chautauqua Parade and opening ceremonies are planned for June 15<sup>th</sup>):

- The Town of Wytheville to furnish water and electricity for the festival in accordance with previously established guidelines. The Council will work cooperatively with the Public Works Department to ensure that requirements are met.
- The Town electrician be available on Friday, June 14<sup>th</sup> for a period of approximately 4 hours, from 9 a.m. until 1 p.m. to facilitate the hook-up of food vendors and sound system for the festival. As in the past, scaffolding and a bucket truck will be required on-site to complete the sound system set-up and removal. The Council will be responsible for providing assistance with unloading.
- Chautauqua Festival, June 15-22, be given adequate allowance for set-up time and clean-up prior to and following the festival.
- The Council requests that a waiver of fees (or other consideration) be granted for planned activities as follows:
  - The areas requested for the Festival are: Elizabeth Brown Park, the Community Center and parking areas, and Withers Park for specific children’s activities and Car Show.
  - A permit is requested to conduct a 50/50 Raffle as a fund-raising activity for the Festival. The tickets will be sold starting the month of May and the drawing will be held on Saturday, June 22<sup>nd</sup>. The proceeds will be divided equally between the winning ticket holder and the Wythe Arts Council.

P.O. Box 911 · Wytheville, VA 24382  
[www.wythe-arts.org](http://www.wythe-arts.org)



- A waiver of business license fees for vendors in accordance with previous guidelines is also requested.
- A permit is requested to conduct a parade on June 15<sup>th</sup>, with the line-up to begin at 9 a.m., the parade to start at 10 a.m., using the normal route from previous parades, beginning from South 12<sup>th</sup> Street (Open Door Café) along Main Street, and ending in the Municipal Building parking lot.
- It is requested that a route be designated for the 5-K run on Saturday, June 22<sup>nd</sup> and be blocked from flow thru traffic during the race. Registration will begin at 7:45 a.m., with the start of the race at 9 a.m.
- Use of Withers Park is requested for the Water Day, Tuesday, June 18<sup>th</sup> or Wednesday, June 19<sup>th</sup>.
- Use of Withers Park is requested for the Pet Show, Thursday, June 20<sup>th</sup>.
- Use of Withers Park is requested for the Car Show, Saturday, June 22<sup>nd</sup>.
- Traffic control assistance is requested for the Balloon Glow at Wytheville Community College, Friday, June 14<sup>th</sup>.
- Traffic control assistance is requested if needed for the Hot Air Balloon Rally on Saturday, June 15<sup>th</sup> and Sunday, June 16<sup>th</sup>.
- Coordination with the Town Police Department and the Wytheville Fire Department is requested regarding security for the eight (8) days of the Festival.

Your consideration of these requests is appreciated. The continued support of Town Council and the employees of the Town of Wytheville is crucial to the success of the Chautauqua Festival. We look forward to working together again to bring the excitement of the Festival to Wytheville and the citizens of Wythe County.

Please let me know of a time when a festival coordination meeting would be convenient for you and the various town staff members.

Sincerely,

Matthew Frusher, Chairman  
Wythe Arts Council, Ltd.

cc: Chief Joel Hash  
Chief Chris Slemp

# 10-G

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Wythe Arts Council Raffle Permit Request

**SUMMARY:**

Please find attached an application requesting the issuance of a raffle permit from the Wythe Arts Council for 2024. The Wythe Arts Council meets the criteria to receive a raffle permit, and this organization has been issued raffle permits in the past.

**Recommended Action**

Action on this matter will require a motion and vote by the Town Council.



Town of Wytheville, VA

### RAFF-24-1

Raffle Permit Application

Status: Active

Submitted On: 2/12/2024

### Applicant

Matthew Frusher



Wytheville, VA 24382

## APPLICANT INFORMATION

Full Legal Name\*

Matthew Frusher

Applicant Mailing Address \* ?

Town or City\* ?

Wytheville

State\* ?

VA

Zip Code\* ?

24382

Phone Number\* ?

Applicant Contact Phone Number\* ?

Applicant Email Address\* ?

501 (c)(3) Organization Hosting the Raffle?\* ?

Wythe Arts Council LTD

Has the organization been designated a 501 (c) (3) for more than two (2) years?\* ?

YES

Physical Location of the Raffle Event\* ?

Elizabeth Brown Park

Date of the Raffle Event\*


06/22/2024


Provide information to describe the need for the raffle\* 

o A permit is requested to conduct a 50/50 Raffle as a fund-raising activity for the Festival. The tickets will be sold starting the month of May and the drawing will be held on Saturday, June 22nd. The proceeds will be divided equally between the winning ticket holder and the Wythe Arts Council.

### ACKNOWLEDGMENT & AUTHORIZATION

1. I hereby certify that the information provided is complete and accurate.\*

2. I agree to adhere to all provisions of Town Code  as it relates to hosting a raffle and I understand that any violation of the ordinance may result in the revocation of the permit.\*

3. I understand that the raffle permit must be renewed annually.\* 

Name of Applicant:\* 

Matthew Frusher

Click here to add your legally binding digital signature\*

 Matthew Frusher  
Feb 12, 2024

**Internal Revenue Service**

**Date:** June 15, 2005

WYTHE ARTS COUNCIL LTD  
% RAYMOND E GODFRIAUX TREAS  
PO BOX 911  
WYTHEVILLE VA 24382-0911

**Department of the Treasury**  
**P. O. Box 2508**  
**Cincinnati, OH 45201**

**Person to Contact:**  
Dee Anna Jarmon 31-03084  
Customer Service Specialist  
**Toll Free Telephone Number:**  
8:30 a.m. to 5:30 p.m. ET  
877-829-5500  
**Fax Number:**  
513-263-3756  
**Federal Identification Number:**  
54-1549104

Dear Sir or Madam:

This is in response to your request of June 15, 2005, regarding your organization's tax-exempt status.

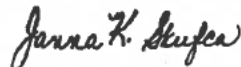
In July 1985 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE  
Customer Account Services

**12-A**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Staff Report(s)

**SUMMARY:**

Town Manager Freeman will present a Staff Report(s) on various topics.

**Recommended Action**

No action required at this time.



**12-B**

**WYTHEVILLE  
TOWN COUNCIL**



**AGENDA ITEM  
INFORMATION**

<b>Meeting Date:</b>	March 25, 2024
<b>Subject:</b>	Upcoming Meetings

**SUMMARY:**

Chief Deputy Clerk Brandi Jones will present the upcoming meetings to the Town Council.

**Recommended Action**

No action required at this time.

## UPCOMING MEETINGS

1. The Joint Industrial Development Authority will meet on Thursday, March 28, 2024, at 3:00 p.m., here in the Council Chambers.
2. The next Council Budget Work Session will be held at 4:00 p.m., on Monday, April 8, 2024, prior to the regular scheduled Wytheville Town Council meeting at 5:00 p.m., here in the Council Chambers.

**13-B**

# TOWN OF WYTHEVILLE

## April 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
All meetings are held in the Municipal Building unless otherwise noted.	<b>CALENDAR SUBJECT TO CHANGE</b>					
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b> 4:00 PM - Budget Work Session 5:00 PM - Town Council Meeting	<b>9</b>	<b>10</b> 5:30 PM - Recreation Commission (WCC)	<b>11</b> 6:00 PM - Planning Commission	<b>12</b> 10:00 AM - Homestead Museum Advisory Board (Jackson House)	<b>13</b>
<b>14</b>	<b>15</b> 5:30 PM - DTW Board (DTW Office)	<b>16</b>	<b>17</b> 9:00 AM - WEDA 12:00 PM - Housing Authority (HA Office)	<b>18</b> 10:00 AM - NRRWA (NRRWA Plant)	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b> 5:00 PM - Town Council Meeting	<b>23</b>	<b>24</b>	<b>25</b> 3:00 PM - JIDA (TBD) 6:00 PM - Smyth-Wythe Airport Commission (Airport)	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b>				