



**TOWN OF ABINGDON, VIRGINIA
WORK SESSION
WEDNESDAY, FEBRUARY 19, 2020 – 2:30 pm
COUNCIL CHAMBERS
TOWN HALL**

AGENDA

Welcome to the Town of Abingdon, Virginia Work Session. We appreciate your interest and we encourage public participation in our meeting. Your comments are important to our decision making process. Please note that there will be an opportunity during the meeting for you to address the Council members when the Mayor declares the public comments open. We do request that anyone addressing the Council, sign-up, approach the podium, identify your first and last name and give your complete mailing address.

- A. WELCOME – Mayor Craig**
- B. ROLL CALL – Kim Kingsley, Clerk**
- C. PUBLIC COMMENTS –** Please place your name on the sign-up sheet provided and comments are limited to three (3) minutes per person.
- D. PROCLAMATION –**
 - 1. Proclamation declaring March as Multiple Sclerosis Education and Awareness Month – **Derek Webb, Councilmember**
- E. PETITIONS, PUBLIC HEARINGS AND FIRST READING OF ORDINANCES**
 - 1. Public Hearing pursuant to Code of Virginia, 1950, as amended, Section 15.2-1800 regarding the lease of property between the Town and Senior Services Center, Inc., a Virginia corporation, also known as “The Community Center” located at 300 Senior Drive, Abingdon, Virginia. – **James Morani, Town Manager**
- F. NEW BUSINESS**
 - 1. Presentation from Nicole Childress, Executive Director regarding Abingdon Main Street

2. Discussion regarding an easement from Town of Abingdon to Virginia Department of Transportation for Virginia Creeper Trail. – ***James Morani, Town Manager***
3. Discussion regarding proposed amendment and referral to Planning Commission regarding Article 8. – OH Old & Historic District, Section 8-2-13 Permitted uses – By right. – ***Jason Boswell, Director of Planning***
4. Discussion regarding the Meade Meadows Crossing Improvement Project located within the Winterham and Glenrochie Country Club subdivisions. – ***John Dew, Director of Public Services***
5. Discussion regarding East Main Street flooding – ***John Dew, Director of Public Services***

G. UNFINISHED BUSINESS

H. MATTERS NOT ON THE AGENDA

I. REPORTS FROM COUNCIL / STAFF

J. ADJOURNMENT



PROCLAMATION
March 2020 - MULTIPLE SCLEROSIS EDUCATION
AND AWARENESS MONTH

WHEREAS, multiple sclerosis (MS) is a chronic, often disabling disease of the central nervous system that damages the myelin sheath that surrounds and protects nerve cells; and

WHEREAS, this damage slows down or blocks messages between the brain and body, leading to symptoms of MS, including visual disturbances, muscle weakness, trouble with coordination and balance, thinking and memory problems, and sensations such as numbness, prickling, or “pins and needles;” and

WHEREAS, experts estimate that there are currently 400,000 people in the United States diagnosed with MS, and twice as many women than men are affected by MS; and

WHEREAS, MS can be mild, or can cause individuals to lose their ability to write, speak, or walk; and

WHEREAS, most individuals experience their first symptoms of MS between the ages of 20 and 40; and

WHEREAS, the exact cause of MS is unknown and there is no cure, but there are treatments for initial attacks, medications and therapies to improve symptoms, and recently developed drugs to slow the worsening of the disease; and

WHEREAS, the MS Alliance of Virginia (MSAV) provides programs and services for anyone in Virginia whose life has been affected by MS; and

WHEREAS, through education, assistance to support groups, special programs and events, and the dissemination of information, the MSAV provides a better informed general population and the means to improve the quality of life for those in Virginia with MS; and

WHEREAS, the MSAV is a 100% volunteer organization formed to fill needs of support groups and provide educational programs, activities, and events, and help others start upbeat groups in their communities; and

WHEREAS, raising public awareness of MS will lead to increased support and services for families in the Commonwealth of Virginia that are impacted by this disease;

NOW, THEREFORE, I, J. Wayne Craig, do hereby recognize March 2019 as Multiple Sclerosis Education and Awareness Month in the Town of Abingdon, and I call this observance to the attention of all our citizens.

J. Wayne Craig, Mayor
February 19, 2020

LEASE AGREEMENT
by and between
SENIOR SERVICES CENTER, INC.
And
The TOWN OF ABINGDON, VIRGINIA

This LEASE AGREEMENT ("Agreement"), is made and entered into this ____ day of October, 2019, between SENIOR SERVICES CENTER, INC., (hereinafter referred to as "LESSOR") and TOWN OF ABINGDON, VIRGINIA, a municipality organized under the laws of the Commonwealth of Virginia, (hereinafter referred to as "LESSEE").

WITNESSETH:

For and in consideration of One Dollar (\$1.00) paid by LESSEE to LESSOR, and in further consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

1. **LEASE OF PREMISES:** LESSOR leases to LESSEE and LESSEE leases from LESSOR a portion of property located at 300 Senior Drive, Abingdon, Virginia (hereinafter referred to as the "Premises"), including a non-exclusive fifteen ("15") foot wide permanent easement for ingress and egress as is depicted on the map attached hereto as "Exhibit A".
2. **TERM:** The term of this Lease shall be for ten (10) years from the effective date first set forth above (the "Term"), which effective date shall also be known as the "Commencement Date", unless sooner terminated in accordance with the terms hereof. Unless notice of termination is provided by either party at least sixty (60) days prior to the expiration of the Term, then this Lease will renew for an additional two (2) year term for up to five (5) additional two-year renewal terms. As used in this Agreement, the "Term" shall include the initial Term and Renewal Term.
3. **RENT:** LESSEE's obligations set forth herein shall be deemed LESSEE's rental for the Premises.
4. **LESSEE'S USE OF PREMISES:** Subject to the provisions set forth below in Paragraph five (5), LESSEE shall have the non-exclusive right to occupy and use the Premises as depicted on Exhibit A for lawful purposes including use as a pickleball court and other related events, which from time to time will invite members of the general public upon the property and for no other purposes without prior written consent of LESSOR. LESSOR shall also have the right to use the premises for its programs. LESSEE's use of the Premises shall not in any event violate any laws, statutes, ordinances, order, regulations or requirements of any federal, state or local government, public or quasi-public authorities, which may be applicable to or in any way affect the Premises.
 - A. **CONSTRUCTION OF COURTS:** LESSEE shall construct a forty feet (40') wide by sixty feet (60') long concrete pad that will be painted and striped for pickleball in the sole discretion of the LESSEE. Any additional painting must be approved in writing by the LESSEE. Prior to construction, LESSEE and LESSOR will verify and approve the location of the courts.

8. UTILITIES: LESSOR shall promptly pay and be solely responsible for all electricity, telephone, water and all other utility bills and charges for all such services supplied to the Premises, if any.

9. MAINTENANCE AND REPAIRS: Unless specified otherwise in this Agreement, LESSEE shall maintain the Premises and keep the same in reasonably good condition and repair during the term of this Agreement. LESSOR shall, at its own cost and expense, maintain and repair the buildings, including but not limited to, the roof, exterior walls, and structural aspects, parking lots and driveways, and perform needed repairs to all glass, doors, windows, heating systems, plumbing systems and pipes and fixtures, air condition equipment, electrical systems and wires and fixtures, except for any maintenance and repairs that are the responsibility of LESSEE or that are necessitated by the acts or omissions of LESSEE or its employees, agents, contractors or invitees. LESSEE shall give LESSOR prompt notice of any needed repairs.

10. IMPROVEMENTS: LESSEE shall make no alterations, additions, modifications or improvements (hereinafter referred to as "improvements") to the Premises without prior written consent of LESSOR or unless otherwise provided in this Agreement during the term(s) of this Agreement. To the extent made, LESSEE agrees that all such improvements shall be done in a prudent and workmanlike manner and that LESSEE shall be responsible for all costs in connection therewith. LESSEE shall also keep the Premises free and clear of all liens arising from work performed and materials furnished for such improvements. Any such improvements which are temporary in nature, and which can be removed from the Premises without affecting the structural stability and/or causing defacement of the Premises, may be removed by LESSEE at its expense, within thirty (30) days, upon termination (at whatsoever time and for whatsoever reason) of this Agreement. Such improvements that cannot be removed shall become the property of LESSOR and shall remain in and upon the Premises at the termination of this Agreement without LESSOR in any way compensating LESSEE for the same. The provisions of this Paragraph Ten (10) are, however, subject to the provisions set forth below in Paragraph Eleven (11) regarding LESSEE's right to remove its trade fixtures.

11. REMOVAL OF TRADE FIXTURES: Trade fixtures, if any, that LESSEE may have installed, added to or put in or on the Premises, either under previous lease between the parties or subsequent to the execution of this Agreement, may be removed by LESSEE, at its expense, within thirty (30) days, upon termination (at whatever time and for whatever reason) of this Agreement, provided the same can be removed without injury to or defacement of the Premises, or provided LESSEE can and does at the time of such removal repair the premises to the same or as good condition as the same was prior to the installation or addition thereof, reasonable wear, tear and deterioration excepted.

12. SIGNS: LESSEE shall have the right to display any sign(s) on the Premises Identifying LESSEE, subject to any and all laws and governmental regulations regarding such signage shall collaborate on appropriate signage.

12. SURRENDER OF PREMISES: Subject to the other provisions of this Agreement, LESSEE shall peaceably and quietly surrender the Premises at the termination of this Agreement with all of LESSEE's signs removed, and in as good condition as received at the inception of this Agreement, reasonable wear, tear, and deterioration excepted.

the Parties unless it is in writing and fully executed by the Parties. No evidence of any such modification, alteration, waiver, supplement or amendment of this Agreement, or any part hereof, shall be received in any controversy arising out of or pursuant to same unless it is written and executed as aforesaid.

20. NOTICE

A. Any communications or notices required to implement this Agreement shall be sent by electronic mail to each party as follows:

Notice to LESSEE shall be sent to the Town Manager's Office at Town Hall:
Mr. James Morani – Phone: 276-628-3167, Email: jmorani@abingdon-va.gov

Notice to Department shall be sent to Director of Parks and Outdoor Recreation:
Mr. Kevin Worley – Phone: 276-492-2144, Email: kworley@abingdon-va.gov

Notice to LESSOR shall be sent to _____:

_ Phone -, Email –

21. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties relative to the Premises, and there are no promises, oral or written, express or implied, between them other than herein set forth.

22. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

23. PARAGRAPH HEADINGS: The titles of the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

24. DUPLICATE EXECUTION: This Agreement may be executed in duplicate each of which shall be deemed to be an original but both of which together shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, each Party to this Agreement has caused it to be executed on the date first above written.

LESSOR:

SENIOR SERVICES CENTER, INC.



LEASE AGREEMENT
by and between
SENIOR SERVICES CENTER, INC.
And
The TOWN OF ABINGDON, VIRGINIA

This LEASE AGREEMENT ("Agreement"), is made and entered into this ____ day of October, 2019, between SENIOR SERVICES CENTER, INC., (hereinafter referred to as "LESSOR") and TOWN OF ABINGDON, VIRGINIA, a municipality organized under the laws of the Commonwealth of Virginia, (hereinafter referred to as "LESSEE").

WITNESSETH:

For and in consideration of One Dollar (\$1.00) paid by LESSEE to LESSOR, and in further consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

1. **LEASE OF PREMISES:** LESSOR leases to LESSEE and LESSEE leases from LESSOR a portion of property located at 300 Senior Drive, Abingdon, Virginia (hereinafter referred to as the "Premises"), including a non-exclusive fifteen ("15") foot wide permanent easement for ingress and egress as is depicted on the map attached hereto as "Exhibit A".
2. **TERM:** The term of this Lease shall be for ten (10) years from the effective date first set forth above (the "Term"), which effective date shall also be known as the "Commencement Date", unless sooner terminated in accordance with the terms hereof. Unless notice of termination is provided by either party at least sixty (60) days prior to the expiration of the Term, then this Lease will renew for an additional two (2) year term for up to five (5) additional two-year renewal terms. As used in this Agreement, the "Term" shall include the initial Term and Renewal Term.
3. **RENT:** LESSEE's obligations set forth herein shall be deemed LESSEE's rental for the Premises.
4. **LESSEE'S USE OF PREMISES:** Subject to the provisions set forth below in Paragraph five (5), LESSEE shall have the non-exclusive right to occupy and use the Premises as depicted on Exhibit A for lawful purposes including use as a pickleball court and other related events, which from time to time will invite members of the general public upon the property and for no other purposes without prior written consent of LESSOR. LESSOR shall also have the right to use the premises for its programs. LESSEE's use of the Premises shall not in any event violate any laws, statutes, ordinances, order, regulations or requirements of any federal, state or local government, public or quasi-public authorities, which may be applicable to or in any way affect the Premises.
 - A. **CONSTRUCTION OF COURTS:** LESSEE shall construct a forty feet (40') wide by sixty feet (60') long concrete pad that will be painted and striped for pickleball in the sole discretion of the LESSEE. Any additional painting must be approved in writing by the LESSEE. Prior to construction, LESSEE and LESSOR will verify and approve the location of the courts.

B. MAINTENANCE OF COURTS: In addition to the duties contained in Paragraph 9, LESSEE shall maintain the concrete pad and surface, including repainting on a schedule in LESSEE's sole discretion. LESSEE shall only be responsible for maintenance due to normal wear and tear. If damage occurs to the courts from any other reason, the Parties agree to discuss in good faith repair costs and options for repair to be borne by the Parties.

C. PARKING SPACE PAINTING: LESSEE will repaint parking space lines ("re-stripe") LESSOR's main parking lot and roadside parking spaces. LESSOR shall continue to monitor and stripe according to LESSEE's designated schedule in LESSEE's sole discretion.

5. CONDITION OF PREMISES: LESSEE shall accept the Premises in its "as is" condition as of the time of the execution of this Agreement.

6. INSURANCE: Prior to its occupancy of the Premises, LESSEE shall, at its own expense, obtain and maintain in full force and effect during the term of this Agreement the following insurance: (i) such Insurance as may be necessary to insure the value of LESSEE's personal property and fixtures on or about the Premises; and (ii) general liability Insurance for the personal injury and/or property damage with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. Such insurance shall be carried in favor of LESSEE and LESSOR as their respective interest may appear and LESSEE's insurance company must be acceptable to LESSOR. LESSEE shall provide to LESSOR from time to time upon LESSOR's request a certificate from LESSEE's insurance company evidencing that such Insurance is in effect.

A. PERMITTEES/USER GROUP INSURANCE: All permittees/user groups scheduled to use the Premises will be required to hold a Two Million Dollars (\$2,000,000.00) certificate of general liability insurance, naming as additional insureds, Senior Services Center, Inc., and the Town of Abingdon Virginia and the Abingdon Parks and Outdoor Recreation Department and its agents, employees and commissioners, in single limits applying to physical injury, property damage, personal injury. The certificate of insurance must state that the Senior Services Center, Inc., the Town of Abingdon Virginia and the Abingdon Parks and Outdoor Recreation Department are additional insureds (on/from) date(s).

B. DAMAGE - Any court damage not attributed to a specific group will be the responsibility of LESSOR. If requested by LESSOR, LESSEE shall cooperate with LESSOR to seek recovery for damages attributed to a specific group.

7. DAMAGE BY CASUALTY: If during the term of this Agreement, the Premises are damaged by fire, water, explosion, the elements, or other casualty, so that the same is thereby wholly or partially destroyed, so as to be rendered unfit for use by LESSEE, and it appears the same cannot with reasonable diligence be repaired and made fit for such use within ninety (90) days from the happening of any such event, then this Agreement may be terminated by either LESSOR or LESSEE, provided notice of such termination be given by the one so terminating this Agreement to the other, as soon as it appears that the Premises cannot with reasonable diligence be repaired and made fit for such use and occupancy within said period of ninety (90) days.

8. UTILITIES: LESSOR shall promptly pay and be solely responsible for all electricity, telephone, water and all other utility bills and charges for all such services supplied to the Premises, if any.

9. MAINTENANCE AND REPAIRS: Unless specified otherwise in this Agreement, LESSEE shall maintain the Premises and keep the same in reasonably good condition and repair during the term of this Agreement. LESSOR shall, at its own cost and expense, maintain and repair the buildings, including but not limited to, the roof, exterior walls, and structural aspects, parking lots and driveways, and perform needed repairs to all glass, doors, windows, heating systems, plumbing systems and pipes and fixtures, air condition equipment, electrical systems and wires and fixtures, except for any maintenance and repairs that are the responsibility of LESSEE or that are necessitated by the acts or omissions of LESSEE or its employees, agents, contractors or invitees. LESSEE shall give LESSOR prompt notice of any needed repairs.

10. IMPROVEMENTS: LESSEE shall make no alterations, additions, modifications or improvements (hereinafter referred to as "improvements") to the Premises without prior written consent of LESSOR or unless otherwise provided in this Agreement during the term(s) of this Agreement. To the extent made, LESSEE agrees that all such improvements shall be done in a prudent and workmanlike manner and that LESSEE shall be responsible for all costs in connection therewith. LESSEE shall also keep the Premises free and clear of all liens arising from work performed and materials furnished for such improvements. Any such improvements which are temporary in nature, and which can be removed from the Premises without affecting the structural stability and/or causing defacement of the Premises, may be removed by LESSEE at its expense, within thirty (30) days, upon termination (at whatsoever time and for whatsoever reason) of this Agreement. Such improvements that cannot be removed shall become the property of LESSOR and shall remain in and upon the Premises at the termination of this Agreement without LESSOR in any way compensating LESSEE for the same. The provisions of this Paragraph Ten (10) are, however, subject to the provisions set forth below in Paragraph Eleven (11) regarding LESSEE's right to remove its trade fixtures.

11. REMOVAL OF TRADE FIXTURES: Trade fixtures, if any, that LESSEE may have installed, added to or put in or on the Premises, either under previous lease between the parties or subsequent to the execution of this Agreement, may be removed by LESSEE, at its expense, within thirty (30) days, upon termination (at whatever time and for whatever reason) of this Agreement, provided the same can be removed without injury to or defacement of the Premises, or provided LESSEE can and does at the time of such removal repair the premises to the same or as good condition as the same was prior to the installation or addition thereof, reasonable wear, tear and deterioration excepted.

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12. SURRENDER OF PREMISES: Subject to the other provisions of this Agreement, LESSEE shall peaceably and quietly surrender the Premises at the termination of this Agreement with all of LESSEE's signs removed, and in as good condition as received at the inception of this Agreement, reasonable wear, tear, and deterioration excepted.

13. LESSOR's RIGHT TO EXAMINE PREMISES: LESSOR shall have free access to the Premises.

14. DEFAULT: (a) LESSEE shall be deemed to be in default hereunder if LESSEE shall fail to keep or perform any term, condition or covenant of this Agreement to be kept or performed by LESSEE, within thirty (30) days after written notice thereof from LESSOR. If any event of default occurs, after any applicable cure period, then LESSOR may pursue any remedy at law or in equity. (b) LESSOR shall be deemed to be in default hereunder if LESSOR has failed to perform or violated any of its duties and responsibilities, and such failure or violation shall continue for a period of thirty (30) days after written notice by LESSEE. If any event of default occurs, after any applicable cure period, then LESSEE may terminate this Lease effective immediately.

15. ASSIGNMENT/SUBLEASE OF PREMISES: LESSEE shall not assign this Agreement or sublease the Premises to any third party, in whole or in part, without LESSOR's prior written consent. Should such written consent be given, no such assignment or sublease shall in any way release or relieve LESSEE from any of its obligations herein contained, and LESSEE shall in all cases remain liable under this Agreement during the term thereof.

16. CONDEMNATION: In the event the Premises shall be acquired or condemned by any public or quasi-public authority under the power of condemnation, eminent domain or appropriation, this Agreement shall terminate as of the date of possession shall be taken by such authority.

17. NON-WAIVER: Failure, or delay of either Party to exercise any of its rights, remedies or defenses upon and pertaining to the default, nonperformance, mal-performance and/or the otherwise defective performance of the other Party of any term, provision, condition, covenant, agreement and/or stipulation herein contained shall not be construed as a waiver of either Party's rights, remedies, and/or defenses, in whole or in part. Nor shall the acceptance or waiver by either Party of the default, nonperformance, mal-performance and/or the otherwise defective performance (in whole or in part) of any herein contained term, provision, condition, covenant, agreement and/or stipulation upon the part of the other Party to be construed as a waiver of either Party's rights, remedies and/or defenses, in whole or in part, as to any subsequent hereunder occurring default, nonperformance, mal-performance and/or otherwise defective performance (in whole or in part) of any herein contained term, provision, condition, covenant, agreement and/or stipulation (whether or not similar) upon the part of the other Party.

18. CUMULATIVE REMEDIES: In addition to their rights, remedies and defenses herein provided, the Parties hereto, respectively, shall have the right to pursue and exert any and all rights, defenses and remedies it may have under the law of the Commonwealth of Virginia or otherwise concerning any violation and/or default by the other Party of any term, provision, condition, covenant, agreement or stipulation hereof to the effect that all of LESSOR's and LESSEE's respective rights, defenses and remedies shall be cumulative and not exclusive.

19. MODIFICATION OF AGREEMENT: No modification, amendment, waiver, supplement or amendment to this Agreement, or any part hereof, shall be valid and binding upon

the Parties unless it is in writing and fully executed by the Parties. No evidence of any such modification, alteration, waiver, supplement or amendment of this Agreement, or any part hereof, shall be received in any controversy arising out of or pursuant to same unless it is written and executed as aforesaid.

20. NOTICE

A. Any communications or notices required to implement this Agreement shall be sent by electronic mail to each party as follows:

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Mr. James Morani – Phone: 276-628-3167, Email: jmorani@abingdon-va.gov

Notice to Department shall be sent to Director of Parks and Outdoor Recreation:
Mr. Kevin Worley – Phone: 276-492-2144, Email: kworley@abingdon-va.gov

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22. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

23. PARAGRAPH HEADINGS: The titles of the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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IN TESTIMONY WHEREOF, each Party to this Agreement has caused it to be executed on the date first above written.

LESSOR:

SENIOR SERVICES CENTER, INC.

By: _____

LESSEE:
TOWN OF ABINGDON, VIRGINIA

By: _____

DRAFT



