



**TOWN OF ABINGDON, VIRGINIA
TOWN COUNCIL MID-MONTH MEETING
THURSDAY, SEPTEMBER 23, 2021 – 2:30 pm
TOWN HALL - COUNCIL CHAMBERS**

DRAFT AGENDA

Please note there will be an opportunity during the meeting for citizens to address the Town Council when the Mayor declares public comments open. We request that anyone addressing the Council, sign up, approach the podium when called, state your first and last name, and provide your complete mailing address.

A. WELCOME – Mayor Webb

B. ROLL CALL – Kim Kingsley, Clerk

C. PLEDGE OF ALLEGIANCE – Council Member James Anderson

D. APPROVAL OF AGENDA – Mayor Webb

E. PUBLIC COMMENTS – Please place your name on the sign-up sheet provided and comments are limited to three (3) minutes per person.

F. PUBLIC HEARINGS - Please place your name on the sign-up sheet provided and comments are limited to five (5) minutes per person.

1. **Public Hearing** – An Ordinance of the Council for the Town of Abingdon, Virginia for a proposed budget amendment synopsis, Fiscal Year July 1, 2021 – June 30, 2022, which includes additions to revenue from federal funds received through the American Rescue Plan Act (ARPA) in the amount of \$4,081,156.00.

G. PROCLAMATIONS

H. NEW BUSINESS

1. Discussion regarding proposed amendment to Chapter 66 Ordinance – Taxation, Article 1. – In General, Section 66 – 3. Collection of delinquent taxes by distress, personal judgment or sale. – **James Morani, Town Manager**
2. Discussion regarding Halloween – **James Morani, Town Manager**
3. Discussion regarding Historic Preservation Review Board terms – **James Morani, Town Manager**

I. RESOLUTIONS

J. FIRST READING OF ORDINANCES

1. An Ordinance of the Council for the Town of Abingdon, Virginia proposing a budget amendment for the fiscal year beginning July 1, 2021 and ending June 30, 2022, to include additions to revenue from federal funds received through the American Rescue Plan Act (ARPA) in the amount of \$4,081,156.00. – **Steve Trotman, Director of Finance**

K. UNFINISHED BUSINESS

1. Non-professional services agreement with Old Glade Antique Tractor Association – *James Morani, Town Manager*
2. Discussion regarding an outdoor refreshment area – *James Morani, Town Manager*
3. Agreement with Woodard and Curran for wastewater contract operations – *James Morani, Town Manager*

L. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

M. COUNCIL MEMBER REPORTS

N. CLOSED SESSION

1. Closed session permitted by Section 2.2-3711(A)(29) concerning terms or scope of an agreement with Woodard and Curran for wastewater contract operations because public discussion would adversely affect our bargaining position or negotiating strategy.
2. Closed session permitted by Code of Virginia, Section 2.2-3711(A)(3), a matter involving disposition of publicly held property because discussion in an open meeting would adversely affect our bargaining position.

O. ADJOURN

AN ORDINANCE OF THE COUNCIL

FOR THE TOWN OF ABINGDON, VIRGINIA TO AMEND

Part II – Code, Chapter 2 – Administration, Article IV - Finance,

Chapter 66. – Taxation, Article 1. – In General, Section 66 – 3. - Collection of delinquent taxes by distress, personal judgment or sale.

WHEREAS, §15.2-1102 of the Code of Virginia 1950, as amended, established that the governing body of any town may amend and enforce ordinances for the general purpose of promoting the public health, safety, convenience and welfare of its general public; and

WHEREAS, the Town of Abingdon's current Code, Chapter 2 – Administration, Article IV – Finance, Chapter 66. – Taxation, Article 1 – In General, Section 66 – 3. – Collection of delinquent taxes by distress, personal judgment or sale, the Council for the Town of Abingdon has found it in the best interest to amend the body of its ordinance; and

NOW, THEREFORE BE IT ORDAINED by the council of the Town of Abingdon that:

1. Should any section or provision of this ordinance be decided to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section or provision of this ordinance or the Code of the Town of Abingdon, Virginia; and

2. The Town of Abingdon's Code – Part II, Chapter 2 – Administration, Article IV. – Finance, Chapter 66. – Taxation, Article 1. – In General, Section 66 – 3. – Collection of delinquent taxes by distress, personal judgment or sale that is proposed for amendment currently appears as follows:

Sec. 66-3. - Collection of delinquent taxes by distress, personal judgment or sale.

(a) All properties delinquent for more than three years shall be automatically referred to the town attorney for collection by distress or personal judgment.

(b) If the debt cannot be satisfied by the aforementioned means, the attorney shall be directed to initiate a suit to sell the property when owners are delinquent in excess of \$1,000.00, including penalties and interest.

(c) On any property apparently abandoned and where taxes are delinquent for three years, the town attorney shall be directed to initiate a suit to sell the property.

BE IT FURTHER ORDAINED, that upon the recommendation of the Council for the Town of Abingdon, Part II – Code, Chapter 2 – Administration, Article IV – Finance, Chapter 66. – Taxation, Article 1 – In General, Section 66 – 3. – Collection of delinquent taxes by distress, personal judgment or sale be amended as follows:

Sec. 66-3. - Collection of delinquent taxes by distress, personal judgment or sale.

(a) All properties delinquent for more than three years shall be automatically referred to the town attorney for collection by distress or personal judgment.

(b) If the debt cannot be satisfied by the aforementioned means, the attorney shall be directed to initiate a suit to sell the property when owners are delinquent in excess of \$1,000.00, including penalties and interest.

(c) On any property apparently abandoned and where taxes are delinquent for three years, the town attorney shall be directed to initiate a suit to sell the property.

(d) Pursuant to the authority of the Code of Virginia, § 58.1-3924, the Treasurer, upon the request of the Council, shall furnish a copy of any of the six lists mentioned in the Code of Virginia, § 58.1-3921.

(e) Pursuant to the authority of the Code of Virginia, § 58.1-3924, the Treasurer shall, upon the request of the Council, publish:

(1) A list of real estate which is delinquent for the nonpayment of taxes; and

(2) A list of taxes assessed on tangible personal property, machinery and tools and merchants' capital and such other subjects of local taxation which are delinquent, or such part of said lists as are deemed advisable by the Treasurer in a newspaper of general circulation in the town and/or on the town's website.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, Virginia, I hereby certify that I have reviewed the foregoing proposed ordinance to amend Part II – Code, Chapter 2 – Administration, Article IV – Finance, Chapter 66. – Taxation, Article 1 – In General, Section 66 – 3. – Collection of delinquent taxes by distress, personal judgment or sale, and find it to be in correct form, as set forth above, this ____ day of _____, 2021.

Cameron Bell, Counsel

This ordinance was adopted on the ____ day of _____, to take effect on _____.

Derek Webb, Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”), hereby certifies that the foregoing constitutes a true and correct copy of an ordinance duly adopted at a meeting of the Council held on _____, 2021. I hereby certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing ordinance was as follows:

| MEMBERS | ATTENDANCE | VOTE |
|---------------------------|------------|------|
| Derek Webb, Mayor | | |
| Donna Quetsch, Vice Mayor | | |
| Amanda Pillion | | |
| James Anderson | | |
| Mike Owens | | |

WITNESS MY HAND and the seal of the Town of Abingdon as of _____, 2021.

(SEAL)

Kimberly Kingsley, Clerk

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 8-6 Historic Preservation Review Board — creation and membership.
[Ord. of6-2-2003; Ord. No. 2020.04.20.A, 4-20-2020]

- 8-6-1. Creation and empowerment of the Board. For the purpose of making effective the provisions of this article, a historic preservation review board ("board") is hereby established and empowered to consider and review all alterations, additions and changes within the boundaries of the old and historic district which fall within the purview of Section 8-4-1 of this article, whether or not brought before it by an application for a certificate of appropriateness or other permit.
- 8-6-2. Duty to enforce and sanctions. The board shall make its decision on each project brought before it and see to the enforcement of its decisions through the administrator and the Town's inspection department, to the end that buildings, structures or other resources of historic, architectural, or cultural significance are preserved insofar as they are appropriate and incongruous projects are prohibited. The failure of an applicant or any other person to observe the board's decisions shall be subject to the sanctions provided in Article 24, Section 24-2 of this ordinance.
- 8-6-3. Composition of the Board. The board shall consist of five members appointed by the Town Council, one of whom shall be a resident of the old and historic district and all of whom shall have a demonstrated interest, competence, or knowledge in historic preservation. All members must be residents and qualified voters of the Town; provided, the Town Council may in its discretion appoint any non-resident of the Town who is otherwise qualified under this Section 8-6 and holds or is employed by a person or firm holding a current business license issued by the Town.
- 8-6-4. Qualifications of the Board members. At least one board member shall be either a registered architect with a demonstrated interest in historic preservation or an architectural historian meeting the professional qualifications standards of Appendix A of 36 CFR 61. Similarly, at least one additional board member shall have professional training or equivalent experience in any one of the following disciplines: architecture, history, architectural history, American studies, archaeology, or planning. Each board member is required to attend at least one informational or educational meeting per year which has been approved by the state department of historic resources as pertaining to the work and functions of the board or historic preservation. Provided, when adequate review of any proposed action would normally involve a professional discipline not represented on the board, the board must seek and secure appropriate professional advice before rendering its decision on the particular action. The administrator shall serve as advisor to the board.
- 8-6-5. Terms of office and vacancies. The board members shall be appointed for three-year terms and serve until their respective successors are appointed. If at any time hereafter all five positions on the board are vacant, the board members shall be appointed for three-year staggered terms, one member to serve for one year, two members to serve for two years, two members to serve for three years and all members to serve three-year terms thereafter. Vacancies caused by death, resignation or otherwise shall be filled (i) promptly and in any event not more than 90 days following the date on which the vacancy occurs; and (ii) for the unexpired term in the same manner original appointments are made. The Town Council shall have the discretion to appoint members to serve consecutive terms and also to remove them for habitual failure to attend meetings. Members may serve any number of terms but not more than two terms consecutively.

**AN ORDINANCE OF THE COUNCIL FOR THE TOWN OF ABINGDON, VIRGINIA
PROPOSING AN AMENDED BUDGET FOR THE TOWN OF ABINGDON AND TO
MAKE APPROPRIATION FOR THE AMENDMENT OF CURRENT EXPENSES
AND REVENUES OF THE TOWN FOR THE FISCAL YEAR BEGINNING
JULY 1, 2021 AND ENDING JUNE 30, 2022**

WHEREAS, a proposed amended balanced budget setting forth the revenues and expenditures for the Town of Abingdon was prepared and submitted to the Abingdon Town Council on September 23, 2021; and

WHEREAS, a public hearing was held on September 23, 2021 in accordance with Sections 15.2-2504; 15.2-2507 and 15.2-1427 of the Code of Virginia, 1950, as amended, concerning amendment of the Town of Abingdon Fiscal Year 2021-2022 budget as further set forth herein; and

WHEREAS, the first reading of the amended ordinance was held by the Council of the Town of Abingdon on September 23, 2021; and

WHEREAS, proposed amendment includes additions to revenue from; federal funds received from the American Rescue Plan Act (ARPA). The total general fund budget amendment will increase the budgeted expenditures and offsetting revenues by \$4,081,156.

WHEREAS, the following amendment proposed for the 2021-2022 fiscal year amended budget:

| | |
|------------------------------------|------------------------|
| US Treasury ARPA Revenue | \$4,081,156.00 |
| ARPA-VCT Trestle Repairs | \$1,250,000.00 |
| ARPA-The Meadows | \$2,000,000.00 |
| ARPA-Storm Water/Flood Mitigation | \$ 689,041.00 |
| ARPA-Green Spring Road Storm Water | <u>\$ 142,115.00</u> |
| | \$ 4,081,156.00 |

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Abingdon, pursuant to Section 15.2-2500, et seq. of the *Code of Virginia*, 1950, as amended, the following:

**Revenue American Rescue Plan Act Fund be increased by: \$4,081,156 as set forth
Expenses American Rescue Plan Act Fund be increased by: \$4,081,156 as set forth**

BE IT FURTHER ORDAINED that this Ordinance of adoption of the amended budget shall take effect on September 23, 2021.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, I hereby certify that I have reviewed the foregoing ordinance Proposing an Amended Budget for the Town of Abingdon, Virginia and to reflect the foregoing amendments, modifications and additions and find it to be in correct form this ____ day of September, 2021.

Cameron Bell
Town Attorney for the Town of Abingdon, Virginia

This ordinance was adopted on first reading on September 23, 2021 to take effect on September 23, 2021 pursuant to Code of Virginia 1950, as amended, Section 15.2-2507, any local governing body may adopt such amendment at the advertised meeting, after first providing a public hearing during such meeting on the proposed budget amendment.

Derek Webb, Mayor

The undersigned clerk of the Town of Abingdon, Virginia (the “Town”), hereby certifies that the foregoing constitutes a true and correct copy of an ordinance duly adopted at a meeting of the Council held on September 23, 2021. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing ordinance was as follows:

| MEMBERS | ATTENDANCE | VOTE |
|---------------------------|------------|------|
| Derek Webb, Mayor | | |
| Donna Quetsch, Vice Mayor | | |
| Amanda Pillion | | |
| James Anderson | | |
| Mike Owens | | |

WITNESS MY HAND and the seal of the Town of Abingdon as of September 23, 2021.

(SEAL)_____
Town Clerk
Town of Abingdon, Virginia

**AGREEMENT BETWEEN
OLD GLADE ANTIQUE TRACTOR ASSOCIATION, INC. AND
TOWN OF ABINGDON FOR
NONPROFESSIONAL SERVICES**

This Agreement entered into on the ____ day of _____, 2021, by and between Old Glade Antique Tractor Association, Inc. ("OGATA"), and Town of Abingdon, a political subdivision of the Commonwealth of Virginia, having its administrative office at 133 West Main Street, Abingdon, Virginia, 24210, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the parties have entered into a certain Lease for property 910 Hillman Highway, Abingdon, Virginia and being that property shown as Tax Map No. 106-A-2A, consisting of 4.642 acres more or less, and OGATA has permission from James D. Moore, Jr., Family Limited Partnership to use and have access to property being a portion of Tax Map No. 106-A-2, consisting of 8.6 acres more or less ("Property");

WHEREAS, the Client desires to retain the services of OGATA to perform nonprofessional services defined by the Code of Virginia;

WHEREAS, OGATA desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

WHEREAS, the Client by vote of its Town Council authorized the Client to enter into such agreement;

NOW, THEREFORE, for and in consideration of the promises, the mutual benefits to the parties from entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. OGATA will provide services to Client as set forth in the attached Scope of Services ("Scope of Services"/"Services") attached hereto as Exhibit A and a part hereof.
- B. OGATA and its Subcontractors, and their respective employees, are and shall remain independent contractors in performing the Services under this Agreement.
- D. Services shall be performed and completed by OGATA within the time frames set forth in the Scope of Services time being of the essence of this provision.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** Client shall compensate OGATA for the Services performed based upon the terms described within the Scope of Services.
- B. **Payment to OGATA.** Client shall pay OGATA for the Services performed as set forth in the Payment Schedule included in the Scope of Services. If no Payment Schedule is so included, Client shall make payment within thirty (30) days after receipt of a bill for services from OGATA.
- C. **Term.** This Agreement shall commence on April 1, 2021, and shall continue for a period of one (1) year, and may be extended for a period of time upon mutual agreement by both parties pursuant to Section 6 of this Agreement, but shall remain subject to termination for convenience at any time pursuant to Section 2(D) or for non-appropriation of funding by Client.
- D. **Termination for Convenience.** Either the Client or OGATA may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, but with a minimum of ninety (90) calendar days of such termination.
- (1) In the event of termination, whether for convenience, non-appropriation or default, all finished and unfinished documents and other materials produced by OGATA specifically for the Client shall be delivered to and become the property of the Client.
 - (2) In the event of termination, OGATA shall be paid for the Services performed prior to the effective date of termination. Upon request, OGATA will provide the Client with documentation of the Services performed prior to the effective date of termination.
- E. **Termination for Default [Breach or Cause].** The Client or OGATA may terminate this Agreement for default for failure to comply with the terms of this Agreement or for reasonable cause by giving a written notice to the other party of such termination specifying the effective date thereof. The notice shall set forth the nature of the default of the Agreement.
- (1) In the event of termination by the Client, OGATA shall be paid for Services performed up to the effective date of termination in accordance with the manner of payment set forth in the Agreement. If it is later determined that OGATA had an excusable reason for not performing such as natural disasters or other events which are beyond the control of OGATA, the Parties may, but shall not be required to, agree for OGATA to continue to provide the Services.

- (2) After receipt of written notice from the Client setting forth the nature of said breach or default, OGATA may request, and the Client may, but shall not be required to, agree to provide OGATA time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow OGATA to remedy the default, OGATA shall immediately cease providing Services.

SECTION 3. RESPONSIBILITIES OF OGATA.

- A. OGATA agrees to use the records and information gathered or otherwise used pursuant to this Agreement only for the advancement of the interests of Client, and as further provided in Section 5(D) of this Agreement.
- B. OGATA will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. OGATA shall comply with Client's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.
- D. OGATA shall maintain at least One Million Dollars of commercial general liability insurance to cover their actions or omissions, and Workers' Compensation insurance in the statutory amount to cover work-related injuries to their employees. Upon request, OGATA shall promptly provide the Client with evidence of such insurance.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to OGATA, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by OGATA in order to perform the Services.
- B. At the Client's discretion, the Client may provide to OGATA the items described in Paragraph 3 of the Scope of Services.
- C. OGATA and its Subcontractors and their respective employees are Independent Contractors (IC), pursuant to Section 1(C) and maintain insurance as set forth in Section 3(E) herein.

The client shall avail OGATA, its subcontractors and their respective employees, of all legal & equitable defenses that may arise out of their performance of duties on behalf of the client.

- D. The Client shall communicate any concerns about OGATA staff or Subcontractor performance to OGATA representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

James Morani, Town Manager
133 W. Main St.
P.O. Box 789
Abingdon, VA 24212
(276) 628-3167
jmorani@abingdon-va.gov

OGATA's representative shall be:

Ron Stevenson, President
14437 Prices Bridge Rd.
Glade Spring, VA 24340
(276) 356-5397

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations, and the Virginia Public Procurement Act, Virginia Code §§ 2.2-4300, *et seq.*, in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.
- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Virginia Code § 2.2-4363 or similar provision in Client's purchasing or procurement ordinances or regulations.
- D. ***Ownership and Status of Documents.***
- (1) All documents prepared by OGATA specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. OGATA shall have the right to retain appropriate copies of all such documents for its records upon client' approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the

“Materials”), which are furnished to OGATA by Client or which are development in the process of performing the Services, or embody or relate to the Services, the Client Information or the Innovations (as defined below), are the property of Client, and shall be returned by OGATA to Client promptly at Client’s request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.

- (2) All documents prepared by OGATA specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. OGATA shall have the right to retain appropriate copies of all such documents for its records, and to reuse any template documents which it prepared for the Client.
- (3) Records provided to OGATA by the Client and records prepared by OGATA specifically for the Client shall be kept confidential by OGATA until released or approved for release by the Client. OGATA will cooperate with the Client in complying with the requirements of Virginia Code § 2.2-4342 and any requirements of the Virginia Freedom of Information Act applicable to such records.
- (4) OGATA shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in OGATA’s performance requirements. Such changes must be mutually agreed upon by the parties in writing, signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. OGATA agrees that at all times during or subsequent to the performance of the Services, OGATA will keep confidential and not divulge, communicate, or use Client’s Information, except for OGATA’s own use during the Term of this Agreement to the extent necessary to perform the Services. OGATA further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client’s Information from Client’s principal place of business, without prior written approval of Client.
- B. Liability. The Client shall not be liable for injury or death occurring to OGATA or any of its employees or other assistants in the course of performing this Agreement unless the harm or death is caused by the Client’s gross negligence.

- C. Hold Harmless. OGATA hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by OGATA hereunder, the work of employees of OGATA while performing the Services of OGATA hereunder, or any breach or alleged breach by OGATA of this Agreement, including the warranties set forth herein. The Client shall retain control over the defense of, and any resolution or settlement relating to, such Loss. OGATA will cooperate with the Client and provide reasonable assistance in defending any such claim.
- D. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of OGATA or any other person consulted or employed by OGATA in performing Services under this Agreement. All such costs shall be OGATA's responsibility.

SECTION 8. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered in the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.
- B. Any action of law, suit of equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in the County of Washington, Virginia.

SECTION 9. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

{{ SIGNATURE PAGES TO FOLLOW }}

DRAFT

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed the day and year first hereinabove written.

THE TOWN OF ABINGDON,
a Virginia municipal corporation

By: _____
James Morani, Town Manager

APPROVED AS TO FORM:

Town Attorney

**OLD GLADE ANTIQUE TRACTOR
ASSOCIATION, INC.**

By: _____

DRAFT

EXHIBIT A
WORK ORDER 1: SCOPE OF SERVICES FOR
TOWN OF ABINGDON, VIRGINIA

OGATA will provide to the Client certain services and conduct certain events, related to the 910 Hillman Highway, Abingdon, Virginia and being that property shown as Tax Map No. 106-A-2A, consisting of 4.642 acres more or less and property being a portion of Tax Map No. 106-A-2, consisting of 8.6 acres more or less ("Property"), as indicated in this Work Order.

1. OGATA Specific Services: Subject to the restrictions of this Agreement and any other budgetary restrictions of the Client, Client will pay \$10,000 annually to OGATA to perform the following general services, events and tasks, with the approximate price per category of the total annual \$10,000 as follows:
 - A. Events onsite during Fiscal Year = \$1,000
 - a. Sustain Abingdon Garden Day (onsite presence)
 - b. Fairview Car Show
 - B. Tractor Show = \$2,000
 - a. Conduct 3-day tractor show
 - b. Event costs
 - C. Preparation of Land = \$1,500
 - a. Till land for demonstration crops
 - b. Till land for Sustain Abingdon Community Garden
 - D. Planting and Harvesting = \$1,500
 - a. Seeds and fertilizer
 - b. Planting of crops for community donations
 - c. Planting of crops as demonstration gardens
 - d. Planting of Heirloom Gardens
 - e. Harvest Crops as required
 - E. Equipment = \$1,500
 - a. Fuel Costs
 - b. Use of equipment for planting and harvesting
 - c. Demonstration of antique equipment for public and events
 - F. Maintenance/repairs = \$2,500
 - a. Moore Property
 1. As between the Town and OGATA, OGATA shall be fully responsible for the maintenance of the property being a portion of Tax Map No. 106-A-2, consisting of 8.6 acres more or less, owned by James D. Moore, Jr., Family Limited Partnership. The Town shall have no obligation to maintain the property. Maintenance shall include but not be limited to, mowing, clearing, trimming, raking and otherwise maintaining the grounds in good condition, as well as keeping the property clear and unobstructed and that no trash, or other debris shall be allowed to accumulate there.

- b. Grounds
 - c. Structures
 - d. Regular presence maintained on the grounds
 - G. If this Agreement will be renewed for another term, then OGATA shall submit any proposed changes in services or prices to the Client on or before January 1 for the Client's consideration in the Client's discretion. Any changes must be approved in writing by the Client.
 - H. The Client does not make any representations or authorize any access upon the property being a portion of Tax Map No. 106-A-2, consisting of 8.6 acres more or less, owned by James D. Moore, Jr., Family Limited Partnership. Any use of that property by OGATA or others must be obtained from James D. Moore, Jr., Family Limited Partnership.
2. OGATA General Services:
OGATA further agrees to:
- A. Work with Client on approved building repairs and construction on the Property.
 - B. Work with Client on the Master Plan to develop and maintain the Property.
 - C. Open Fairview Homestead in conjunction with the Fairview Farm and Homestead Foundation, Inc., as needed for events and special occasions
3. Client Obligations:
Client agrees to:
- A. Allow OGATA use of the Bunn House for meetings and events.
 - B. Provide tents, tables, chairs, trash cans, portable restroom, cones and other items necessary for conducting events and activities.
4. Contract restrictions:
- A. Failure of OGATA to provide services as specified will result in reduction of funding, which payment may be prorated in the Client's discretion based on the approximate price listed in paragraph 1.
 - B. Any construction on the Property must be approved and procured in accordance with State law and Town ordinances.

Non-Professional Services Agreement

We are in agreement with the services and basis for fee determination in this Scope of Services and hereby grant OGATA notice to proceed for the work herein specified.

James, Morani, Town Manager

Date

DRAFT

PROPOSED Outdoor Refreshment Area Safety Plan

In accordance with the Code of Virginia, the Town of Abingdon will provide the below safety plan for the designated Outdoor Refreshment Area (ORA).

Law Enforcement Responsibilities

The Abingdon Police Department will be the primary agency responsible for providing law enforcement services within the designated ORA. Officers from the department will receive training and education on the boundaries of the designated ORA as well as the regulations within the area. They will also be familiar with ride sharing locations as well as all ABC licensee holders participating in the area. For planned events in the designated ORA that may draw larger than normal attendance, the Chief of Police, or his/her designee, may have additional officers assigned to patrol the area.

Fire Department Responsibilities

The Abingdon Fire Department will be primary agency responsible for providing fire services within the designated ORA.

Emergency Medical Responsibilities

The Washington County Life Saving Crew, or most practical emergency medical service, will respond to medical calls as needed.

Participating Establishment Responsibilities

Establishments participating in the sale of alcohol to be consumed outside of the establishment, but within the designated ORA, must make available to the customer the following information:

- Designated ride sharing location(s).
- Contact information for local ride sharing companies.
- Boundaries of the designated Outdoor Refreshment Area.

Participating establishments must provide training to employees on all rules, regulations, and laws pertaining to the ORA. Documentation of the training must be maintained and open for inspection by the Chief of Police, or his/her designee at any time during the normal operating hours of the establishment.

If an establishment is expecting a larger than normal attendance, then advance notification must be made to the Abingdon Police Department.

Ride Sharing

The Town of Abingdon will designate the municipal parking lot, located at 208 West Main Street, as the primary ride sharing location. Additional ride sharing locations will be established based upon future needs. These locations will be designated by signage.

Plan Review/Changes

The Outdoor Refreshment Area Safety Plan will be reviewed by the Chief of Police and the Town Manager at a minimum of every six (6) months. The purpose of the plan review will be to determine whether updates, modifications, or supplementations may be advisable or required.