



AGENDA

WYTHEVILLE TOWN COUNCIL MEETING

MONDAY, FEBRUARY 26, 2024 AT 5:00 PM
MUNICIPAL BUILDING - 150 EAST MONROE STREET
WYTHEVILLE, VA 24382

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** - VICE-MAYOR CATHY D. PATTISON
5. **APPROVAL OF AGENDA (requires motion and roll call vote)**
6. **6:00 P.M. RECESS (if necessary)**
7. **CONSENT AGENDA**
 - A. Minutes of the work session and the regular meeting of February 12, 2024 **(requires motion and vote)**
8. **PRESENTATIONS TO TOWN COUNCIL**
 - A. Presentation by Police Chief Joel Hash regarding the 2023 Wytheville Police Department's Annual Report
9. **CITIZENS' PERIOD**
10. **PUBLIC HEARINGS, REQUESTS, RESOLUTIONS, COUNCIL DECISIONS**
 - A. **Consider the recommendation from the Wytheville Planning Commission regarding the request for a Subdivision Variation to the road frontage requirement for a division at Mountainview Square (Rural King Realty, Inc.) located at 1480 East Main Street**
 1. Staff Report/Presentation by Director of Public Utilities and Engineering Billy Anderson
 2. Consideration by the Town Council to approve/deny the Subdivision Variation Request **(requires motion and roll call vote)**
 - B. **Consider the request of District Three Governmental Cooperative for a Waiver of Fees for the use of Withers Park on Thursday, June 13, 2024, for a Senior Day in the Park event**
 1. Staff Report/Presentation by Assistant Town Manager Elaine HOLETON

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

C. Consider scheduling a public hearing for the Town Council meeting on Monday, March 11, 2024, at 5:00 p.m., or as soon thereafter as possible, in the Council Chambers of the Municipal Building to consider amendments to the Fiscal Year 2023-24 budget

1. Staff Presentation/Report by Town Manager Brian Freeman

2. Consideration by the Town Council to schedule a public hearing for the Monday, March 11, 2024, Town Council meeting **(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. Review of the draft Wytheville Farmers' Market Lease Agreement

1. Staff Report/Presentation by Assistant Town Manager Elaine Holeton

2. No action is required at this time

B. Notification of vacancies/upcoming vacancies for Town Committees/Boards

1. Staff Report/Presentation by Chief Deputy Clerk Brandi Jones

C. Council Member Time

D. Miscellaneous

(1) Council Committee Reports; (2) March 2024 Town Council Meeting Calendar; (3) Other

14. ADJOURNMENT

7-A



MINUTES
TOWN COUNCIL WORK SESSION
MONDAY, FEBRUARY 12, 2024 AT 4:00 PM
COUNCIL CONFERENCE ROOM, 150 EAST MONROE STREET
WYTHEVILLE, VA 24382

1. UNAPPROVED MINUTES

A. Persons Present:

- Beth A. Taylor - Mayor
Cathy D. Pattison - Vice-Mayor
Candice N. Johnson - Council Member
T. Brian Freeman - Town Manager
Elaine R. Holeton - Assistant Town Manager
Brandi N. Jones - Chief Deputy Clerk
Paul Cassell - Interim Town Attorney
Clarence Doyle - Police Officer
Rick Krietemeyer
Barry Catron

Persons Absent:

- Holly E. Atkins - Council Member
Gary L. Gillman - Council Member

2. ITEMS TO BE DISCUSSED

A. Approval of Agenda

Mayor Taylor advised that the first item on the agenda is the Approval of Agenda. She noted that this required a motion and approval by the Council. Mayor Taylor inquired if there was a motion to approve the Work Session agenda.

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: Mayor Taylor, Vice-Mayor Pattison, Councilwoman Johnson.

B. Meet and Greet Sessions

Mr. Rick Krietemeyer - Wytheville Building Code Appeals Board

Mr. Rick Krietemeyer attended the meeting to hold a Meet and Greet Session with the Town Council to be considered for appointment, as an alternate member, to the Wytheville Building Code Appeals Board. Town Manager Freeman proceeded to ask

Mr. Krietemeyer a series of questions regarding his personal interests in serving on the Building Code Appeals Board. Mr. Krietemeyer advised that he feels like his previous experience of serving on a City Council, receiving construction bids, dealing with grant processes, etc. will help him serve on this Board. A brief discussion continued regarding Mr. Krietemeyer's background and interests in serving on the Building Code Appeals Board. The Council thanked Mr. Krietemeyer for meeting with them.

Mr. Barry Catron - Wytheville Building Code Appeals Board

Mr. Barry Catron attended the meeting to hold a Meet and Greet Session with the Town Council to be considered for appointment, as an alternate member, to the Wytheville Building Code Appeals Board. Town Manager Freeman proceeded to ask Mr. Catron a series of questions regarding his personal interests in serving on the Wytheville Building Code Appeals Board. Mr. Catron advised that he has experience in appraisal services, real estate and construction, which he feels like will help him serve on this Board. A brief discussion continued regarding Mr. Catron's background and interests in serving on the Wytheville Building Code Appeals Board. The Council thanked Mr. Catron for meeting with them.

C. Discussion regarding appointment to the Wytheville Building Code Appeals Board

The Council briefly discussed the two applicants who were interviewed and who they felt to be the best fit for the position.

3. ADJOURNMENT

There being no further business, the Work Session was adjourned. (4:19 p.m.)

T. Brian Freeman, Town Manager

Brandi N. Jones, Chief Deputy Clerk



MINUTES

WYTHEVILLE TOWN COUNCIL MEETING

MONDAY, FEBRUARY 12, 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, Councilman Gary Gillman, Councilwoman Candice Johnson

MEMBERS ABSENT:

Councilwoman Holly Atkins

OTHERS PRESENT:

Town Manager Brian Freeman, Assistant Town Manager Elaine HOLETON, Chief Deputy Clerk Brandi Jones, Interim Town Attorney Paul Cassell, Town Treasurer Michael Stephens, Computer Operations Manager Ron Jude, Police Chief Joel Hash, Police Officer Clarence Doyle, Police Officer Darren Umberger, Jim Cohen, Kerry Eans, Glenda Eans

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 Mayor Taylor.

5. **RE: APPROVAL OF AGENDA**

Mayor Taylor advised that the first item on the agenda 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 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, 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 Council Work Session and the regular meeting of January 22, 2024. She inquired if there was a motion to approve the minutes of the Council Work Session and the regular meeting of January 22, 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 their being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilman Gillman, Councilwoman Johnson.

8. RE: CITIZENS' PERIOD

Mayor Taylor advised that the next agenda item is Citizens' Period. She stated that there is nobody listed on the sign-in sheet who wished to address the Council during Citizens' Period. Mayor Taylor advised that she would like to explain the Citizens' Period Rules of Procedure that have been adopted by the Town Council. She reviewed the Citizens' Period Rules of Procedure, and then she proceeded with the agenda.

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

A. RE: REQUEST BY TOWN TREASURER MICHAEL STEPHENS - DELINQUENT TAXES AND WATER AND SEWER ACCOUNTS WRITE OFF

Mayor Taylor advised that the next agenda item is to consider the request of Town Treasurer Michael Stephens to write off \$60,844.47, the total value of delinquent taxes and water and sewer accounts for which the statute of limitations (SOL) has expired, from the Town books. She stated that Town Treasurer Stephens will give the Council more information regarding this matter.

Town Treasurer Stephens explained his request to the Council regarding uncollectable accounts. He stated that the Treasurer's Office is in the process of switching to a new computer system, and that they would like to get these items off the books before the switch is complete. Vice-Mayor Pattison inquired of Town Treasurer Stephens if the Town works with Wythe County on delinquent taxes. Town Treasurer Stephens advised that the Town works with the County on delinquent Real Estate Taxes, however, the Town does not work with the County on Personal Property Taxes. He noted that there is a Debt Set-Off Program, through the Department of Taxation, that the Town uses to collect some of the delinquent Personal Property Taxes. Discussion continued regarding the Debt Set-Off Program and delinquent Personal Property Taxes. Mayor Taylor inquired if there was a motion to authorize Town Treasurer Stephens to write off \$60,844.47, the total value of delinquent taxes and water and sewer accounts for which the statute of limitations (SOL) has expired, from the Town books.

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

B. RE: SCHEDULING SPECIAL TOWN COUNCIL MEETING AND PUBLIC HEARING

Mayor Taylor advised that the next agenda item is to consider scheduling a Special Town Council Meeting on Wednesday, March 6, 2024, at 4:00 p.m. and scheduling a public hearing for this meeting to consider a bond in the maximum amount of \$491,784 to be used to pay the costs of capital improvements to the Town's wastewater facilities. She stated that Town Manager Freeman would now discuss this matter with the Council.

Town Manager Freeman reviewed the information regarding the capital improvements to the Town's wastewater facilities and for the bond that will be required to pay the costs of the project with the Town Council. Mayor Taylor inquired if there was a motion to schedule a Special Town Council Meeting and a public hearing on Wednesday, March 6, 2024, at 4:00 p.m. to consider a bond in the maximum amount of \$491,784 to be used to pay the costs of capital improvements to the Town's wastewater facilities.

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 in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilman Gillman, Councilwoman Johnson.

C. RE: TRAFFIC CONTROL REQUEST - FAST AND FIORINI METRIC CENTURY CHARITY RIDE (aka OPEN DOOR CYCLEFEST)

Mayor Taylor advised that the next agenda item is to consider the request of Open Door Community's Director of Marketing and Communications, Mr. Eric Bucey, to provide traffic control on Saturday, June 15, 2024, to conduct the Fast and Fiorini Metric Century Charity Ride (aka Open Door CycleFest). Mayor Taylor inquired if there was a motion to approve the request of Open Door Community's Director of Marketing and Communications, Mr. Eric Bucey, to provide traffic control on Saturday, June 15, 2024, to conduct the Fast and Fiorini Metric Century Charity Ride (aka Open Door CycleFest).

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, Councilman Gillman, Councilwoman Johnson.

D. RE: WYTHEVILLE BUILDING CODE APPEALS BOARD - APPOINTMENT

Mayor Taylor advised that the next agenda item is to consider an appointment to the Wytheville Building Code Appeals Board for a new alternate member (term expires July 26, 2028). She inquired if there was a motion to appoint a new alternate member to the Wytheville Building Code Appeals Board for a five-year term that will expire July 26, 2028.

A motion was made by Vice-Mayor Pattison and seconded by Councilman Gillman to appoint Mr. Rick Krietemeyer as the new alternate member to the Wytheville Building

Code Appeals Board for a five-year term (term expires July 26, 2028). 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, Councilman Gillman, Councilwoman Johnson.

E. RE: WYTHEVILLE PLANNING COMMISSION - REAPPOINTMENT

Mayor Taylor advised that the next agenda item is to consider the reappointment of Mr. George Wittwer to the Wytheville Planning Commission for a four-year term (term expires March 2, 2024). She inquired if there was a motion to reappoint Mr. George Wittwer to the Wytheville Planning Commission for a four-year term (new term expires March 2, 2028).

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 in favor and there being no opposition: Voting Yea: Mayor Taylor, Vice-Mayor Pattison, Councilman Gillman, Councilwoman Johnson.

10. RE: REPORTS

A. RE: STAFF REPORT(S)

Town Manager Freeman presented his Staff Report, as follows:

BUDGET PREPARATION: Town Manager Freeman stated that over the last several weeks, the main focus for his office has been collecting requests from Town Departments for the Fiscal Year 2024-25 Budget. He advised that he does have a draft budget calendar that he would like to present to the Budget and Finance Committee in the near future, before presenting it to the Town Council. Town Manager Freeman noted that Staff is also working on budget amendments for the current fiscal year. He stated that there will not be any major amendments to the current budget. Town Manager Freeman commented that the Virginia Department of Transportation (VDOT) has changed their funding formula for the Street Maintenance Program, which will require a budget amendment. Discussion ensued regarding the funding from VDOT for the Street Maintenance Program and preparations for the Fiscal Year 2024-25 Budget.

B. RE: UPCOMING MEETINGS

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

1. The New River Regional Water Authority will meet on Thursday, February 15, 2024, at 10:00 a.m., in Austinville.
2. The Town of Wytheville Municipal Offices will be closed and all services curtailed on Monday, February 19, 2024, in observance of Presidents' Day.
3. The Downtown Wytheville, Incorporated Board meeting scheduled for Monday, February 19, 2024, has been cancelled, due to the Presidents' Day holiday.

4. The Wytheville Redevelopment and Housing Authority will meet on Wednesday, February 21, 2024, at 12:00 p.m., at the Housing Authority Office.
5. The Joint Industrial Development Authority of Wythe County will meet on Thursday, February 22, 2024, at 3:00 p.m., in the Council Chambers of the Municipal Building.
6. The next regular scheduled meeting of the Wytheville Town Council will be held on Monday, February 26, 2024, at 5:00 p.m., in the Council Chambers of the Municipal Building.

11. 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 has noticed several potholes on West Lee Highway. Town Manager Freeman stated that he will check on this matter.

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 when the fencing will be completed at the Oakwood Cemetery. Town Manager Freeman stated that he would like to include the completion of the fence work at the cemetery in the Fiscal Year 2024-2025 Budget. He noted that he would discuss this matter with the Budget and Finance Committee at their next meeting.

Councilwoman Johnson inquired if Town Manager Freeman has worked with Planning Director John Woods on the traffic calming measures presentation for the Mountain View Drive area. Town Manager Freeman stated that he will work with Planning Director Woods on completing the presentation and bringing it to a future meeting. Councilwoman Johnson advised that she would like to invite the residents of that neighborhood to the meeting for their input when Planning Director Woods gives the presentation regarding the traffic calming measures. Councilwoman Johnson thanked the Wytheville Police Department for their increased speeding enforcement in the Mountain View Drive area.

Mayor Taylor stated that there are a lot of people who are not seeing the new Stop sign that was installed on Mountain View Drive. Town Manager Freeman advised that he thinks there are "STOP sign ahead" road markings near the Stop sign she is referring to, however, he will check on this matter to be sure.

B. RE: MISCELLANEOUS

Mayor Taylor advised that she would like to report that the Tree Advisory Committee is continuing to move forward with their Specimen Tree Walking Tour. She noted that she has brought it to the attention of Town Manager Freeman that the Tree

Committee does not have a budget, and that they may want to have some dialogue regarding a budget request for the Committee.

12. RE: CLOSED MEETING

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.) (8.) Consultation with legal counsel for legal advice. 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, Councilman Gillman, Councilwoman Johnson. (5:27 p.m.)

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.) (8.) Consultation with legal counsel for legal advice 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 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: Councilwoman Johnson, Vice-Mayor Pattison, Mayor Taylor, Councilman Gillman. (5:43 p.m.)

13. RE: ADJOURNMENT

There being no further business to be discussed a motion was made, seconded and carried to adjourn the meeting. (5:44 p.m.)

Beth A. Taylor, Mayor

Brandi N. Jones, Chief Deputy Clerk

8-A

**WYTHEVILLE
TOWN COUNCIL**



**AGENDA ITEM
INFORMATION**

| | |
|----------------------|--|
| Meeting Date: | February 26, 2024 |
| Subject: | Wytheville Police Department's 2023 Annual Report Presentation |

SUMMARY:

Police Chief Joel Hash will be attending the meeting to provide a brief presentation to the Town Council regarding the Wytheville Police Department's 2023 Annual Report.

Recommended Action

No action needed.

10-A

**WYTHEVILLE
TOWN COUNCIL**



**AGENDA ITEM
INFORMATION**

| | |
|----------------------|---|
| Meeting Date: | February 26, 2024 |
| Subject: | Rural King Realty, Inc. Subdivision Variation Request |

SUMMARY:

Please find enclosed a Staff Report and the site plan showing the proposed division to create two lots from one lot at Mountainview Square (Rural King Realty, Inc.). The Planning Commission reviewed this matter at their meeting on Thursday, February 8, 2024, and their recommendation is for the Town Council to approve the subdivision variance request, as presented. Town Staff is requesting that the Town Council consider approving the subdivision variation, as presented in the Staff Report. Director of Public Utilities and Engineering Billy Anderson will review the subdivision variation request with the Town Council and answer any questions.

Recommended Action

If the Council desires to approve the subdivision variation, it will require a motion and a roll call vote by the Town Council.

Staff Report: By Billy Anderson, Director of Public Utilities & Engineering

Wytheville Town Council Meeting, February 26, 2024

Rural King Subdivision Variation Request:

Application No. SVAR-24-1

Submitted January 8, 2024

Purpose: Request exception to Section 3-77 of the current Town of Wytheville Zoning Ordinance (*Lot, Width Of*) requiring at least 60’ road frontage for all lots proposed within a submitted Subdivision Plat.

Reason for Application: Proposed Tract 4R1 containing 10.24 acres has a proposed frontage width of 35.00’ along a public owned town street (East Main Street).

Background Information:

- A. Rural King Realty Inc. owns the Mountainview Square Shopping Center, located at 1480 East Main Street. Tax Map Number 41A-91-4. The site proposed for subdivision contains 19.03 acres . This parcel currently has two constructed access roads into the plaza.
- B. The owner seeks to subdivide Lot 4 or the original Mountainview Square Subdivision as shown on Plat book 7 page122 and approved on 02-01-1989, from one (1) 19.03 acre parcel into two (2) parcels. Tract 4R1 = 10.24 Acres, Tract 4R2 = 8.79 Acres.
- C. If the subdivision is allowed, Tract 4R2 as shown on the site plan would be reserved for the Rural King Business. Tract 4R1 as shown on the site plan comprises the remainder of the Shopping Center and will be positioned for conveyance to a separate developer.
- D. The Wytheville Subdivision Ordinance Article 8.1 enables the Town Council the ability to approve exceptions to the Subdivision Ordinance due to “conditions peculiar to the site”.
- E. The Mountainview Shopping Center Building was built 30 years ago and is oriented in a direction which would not allow proposed Tract 4R1 the ability to have additional road frontage without involving parcels not currently owned by Rural King Realty Inc. The proposal meets the criteria for “conditions peculiar to the site”.

Proposed Uses of the Site: The site is currently used as a retail/commercial plaza. The intended use will remain the same.

Staff and Planning Commission Recommendation:

- A.** Staff recommends approval. The owner of the property has drafted a Reciprocal Easement Agreement that both the owner and the owner of the new lot will sign and record. The agreement outlines the responsibility of both parties to maintain access to both lots and to perform maintenance on the respective areas of ownership along with maintenance of the shared areas.
- B.** The Planning Commission considered the request at the February 8, 2024 meeting and voted by unanimous consent to recommend that the Town Council approve the subdivision variance request.

Attachment: Site Plan Showing Proposed Division to Create Two Lots from One Lot



LEGEND

- PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- - - CENTERLINE
- - - EASEMENT LINE
- - - EDGE OF PAVEMENT
- - - CURB LINE
- - - EDGE OF CONCRETE
- x x x CHAINLINK FENCE
- O-W OVERHEAD WIRES
- S SANITARY SEWER
- G STORM SEWER
- W GAS
- WATER
- IRON PIPE
- IRON ROD
- NAIL
- UTILITY POLE
- MANHOLE (SAN. SEWER)
- DROP INLET
- CATCH BASIN
- WATER VALVE
- WATER METER
- HYDRANT
- LIGHT POST
- CLEANOUT
- BOLLARD
- PARKING SPACE TALLY

ABBREVIATIONS

- | | | | |
|-------|-----------------------|--------|--------------------|
| AC | ACRE | IR | IRON ROD |
| CMP | CORRUGATED METAL PIPE | N/F | NOW OR FORMERLY |
| CONC | CONCRETE | REC | RECORD |
| DB | DEED BOOK | PB | PLAT BOOK |
| FOUND | FOUNDATION | PG | PAGE |
| INS R | INSTRUMENT | P.O.B. | POINT OF BEGINNING |
| IP | IRON PIPE | S.F. | SQUARE FEET |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|---------------|-----------|
| L1 | N 52°46'01" W | 202.78' |
| L2 | N 46°15'00" E | 150.01' |
| L3 | N 52°46'01" W | 455.00' |
| L4 | S 41°47'03" W | 148.66' |
| L5 | N 52°47'51" W | 35.00' |
| L6 | N 41°47'03" E | 175.00' |
| L7 | N 45°13'11" W | 212.22' |
| L8 | N 45°10'45" E | 417.98' |
| L9 | N 45°10'45" E | 270.73' |
| L10 | N 50°52'42" E | 480.46' |
| L11 | S 06°24'55" E | 260.84' |
| L12 | S 05°23'14" E | 1,147.41' |
| L13 | S 79°22'50" W | 429.17' |
| L14 | N 41°47'03" E | 48.69' |
| L15 | S 05°23'14" E | 542.53' |
| L16 | N 85°16'48" W | 112.90' |
| L17 | S 04°43'12" W | 75.66' |
| L18 | N 85°16'48" W | 623.43' |
| L19 | S 03°30'16" W | 128.69' |
| L20 | S 41°47'03" W | 197.35' |
| L21 | S 05°23'14" E | 604.88' |

RESUBDIVISION MAP FOR RURAL KING REALTY, LLC
 BEING THE RESUBDIVISION OF TRACT 4 AS SHOWN ON A PLAT ENTITLED "MOUNTAINVIEW SQUARE", AS FILED IN THE WYTHE COUNTY CIRCUIT COURT ON 02/01/1989 IN PLAT BOOK 7, PAGE 122. CREATING HEREON TRACT 4R1 (± 10.45 ACRES) AND TRACT 4R2 (± 8.58 ACRES) SITUATED ON EAST MAIN STREET, TOWN OF WYTHEVILLE, WYTH COUNTY, VIRGINIA DATED AUGUST 28, 2023.

SHEET 2 OF 2

RE-PLAT

MOUNTAINVIEW SQUARE TRACT 4
RURAL KING REALTY, INC
1480 EAST MAIN STREET
EAST WYTHEVILLE MAGISTERIAL DIST.
TOWN OF WYTHEVILLE, WYTHE CO., VA
M. LACEY LAND SURVEYING, LLC

CERTIFICATION

10-B

**WYTHEVILLE
TOWN COUNCIL**



**AGENDA ITEM
INFORMATION**

| | |
|----------------------|--|
| Meeting Date: | February 26, 2024 |
| Subject: | District Three Governmental Cooperative Waiver of Fees Request |

SUMMARY:

The Town has received an application from District Three Governmental Cooperative requesting a waiver of fees for the use of Withers Park on Thursday, June 13, 2024, for a Senior Day in the Park event. Assistant Director of Parks and Recreation Crystal Hylton has approved the request, and the request is now before the Town Council for consideration.

Recommended Action

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



Town of Wytheville
Department of Parks and Recreation

Request for Waiver of Fees

Name of Organization: District Three Governmental Corporation Non-Profit / Profit

Date of Activity: June 13, 2024 Tax-exempt No: _____

Purpose of Activity: Senior Day in the Park

| <u>Request of Area</u> | <u>Hours</u> | <u>Use Fee</u> | <u>Additional Information</u> |
|------------------------|--------------|----------------|-----------------------------------|
| Withers Park | <u>8a-4p</u> | <u>\$200</u> | <u>\$100 deposit already paid</u> |
| Elizabeth Park | _____ | _____ | _____ |

Number of Persons in Attendance: 400-500

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: N/A
(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: Libby Dancy

Address: 4453 Lee Hwy

City/State: Marion VA Zip Code: 24354

Day Phone: 276-783-8157 Night Phone: 276-782-2666

Signature: Libby Dancy Date: 2-7-24

Approval
Director of Recreation: [Signature] Date: 2-7-24
Comments: Annual event

Approved By: _____ Date: _____
Comments: _____



FACILITY SALES RECEIPT

Section 10, Item B.

Receipt # 1011431
Payment Date: 02/07/24
Household: 4893

Community Center
333 Community Blvd
Wytheville VA 24382
Phone: (276)223-3378

Libby Dancy
4453 Lee Hwy
700 Berry Place #L80 Marion VA 243
Marion VA 24354
ldancy@district-three.org

Reservation Details: Withers Park, Withers Park

Reserv. Contact: **Libby Dancy**
Phone Number: **(276)783-8157**
Reserv. Number: **8000**
Status: **Firm**
Purpose: **Senior Day in the Park**
Anticipated Count: **400**

| <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 8:00A to 4:00P | 200.00 | 200.00 | 0.00 | 0.00 | 200.00 |
| | Deposit: 100.00 | 100.00 | 100.00 | 100.00 | 0.00 |

Misc Fac. Comments: Withers Park can not be blocked off from the public for walking track purposes.
Special Questions: Are you having Alcohol? No
What time is officer needed? (begin serving until 1/2 hour after stop serving):
Reservation Comment Code:

Processed on 02/07/24 @ 2:09 pm by CH

| | |
|-------------------------|---------------|
| Total New Deposit Fees | 100.00 |
| Total New Fees | 200.00 |
| Total Due | 300.00 |
| Total Deposit Fees Paid | 100.00 |
| Total Fees Paid | 0.00 |
| Total Paid | 100.00 |
| Balance From Receipt | 200.00 |

Household Balance Information

Overall Household Balance Due 200.00

Payment of: 100.00 Made By: Check With Reference: 8711

Departure: A representative from the group must report to the front desk of the building 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.

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: Leilany Sawyer

Date: 02/02/2024

TO BE COMPLETED WHEN LEAVING

Time In: _____ Time Out: _____

Clean up: Completed Not Completed

Notes: _____

Damages Explanation _____

Staff Signature: _____ Rental Signature: _____



FACILITY RENTAL POLICIES

RD

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.

RD

Rental Fee: Rental fees are to be paid in full at the time the rental is made, in addition to the deposit.

RD

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.

RD

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.

RD

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.

RD

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.

RD

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 upon entering the facility before area is unlocked. The supervisor will record the time group enters, review contract information and general operating policies if needed.



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: *Lindsay Dancy* Date: 02/09/2024

10-C

**WYTHEVILLE
TOWN COUNCIL**



**AGENDA ITEM
INFORMATION**

| | |
|----------------------|---|
| Meeting Date: | February 26, 2024 |
| Subject: | Budget Amendments for Fiscal Year 2023-24 |

SUMMARY:

Town Treasurer Stephens has requested that the Town Council set a public hearing for the March 11, 2024, Town Council meeting to consider amendments to the Fiscal Year 2023-24 budget. Town Manager Freeman will provide the Staff Presentation/Report on this matter.

Recommended Action

Action to set the public hearing for the March 11, 2024, Town Council meeting will require a motion and vote by the Council.

12-A

**WYTHEVILLE
TOWN COUNCIL**



**AGENDA ITEM
INFORMATION**

| | |
|----------------------|-------------------|
| Meeting Date: | February 26, 2024 |
| Subject: | 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**

| | |
|----------------------|-------------------|
| Meeting Date: | February 26, 2024 |
| Subject: | 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 Wytheville Town Council will hold a Special Town Council meeting and a public hearing on Wednesday, March 6, 2024, at 4:00 p.m., here in the Council Chambers, to consider a bond to be used to pay the capital improvements to the Town's wastewater facilities.
2. The next regular scheduled meeting of the Wytheville Town Council will be held on Monday, March 11, 2024, at 5:00 p.m., here in the Council Chambers.

13-A

**WYTHEVILLE
TOWN COUNCIL**



**AGENDA ITEM
INFORMATION**

| | |
|----------------------|--|
| Meeting Date: | February 26, 2024 |
| Subject: | Wytheville Farmers' Market Lease Agreement Renewal |

SUMMARY:

Please find enclosed a Staff Report, the 2019 Wytheville Farmers' Market Lease Agreement and the proposed renewal for the Wytheville Farmers' Market Lease Agreement. The Wytheville Farmers' Market representatives have reviewed the draft agreement, and they have approved the renewal, as presented. Assistant Town Manager Holeton will present the first draft of the renewal to the Town Council and answer any questions.

Recommended Action

No action is required at this time.

Farmers Market Lease Renewal

By: Elaine R. Holeton, Assistant Town Manager

Wytheville Town Council Meeting, February 26, 2024

Background: The Town of Wytheville purchased the building at 210 West Spring Street on December 23, 2014, with the purpose of redeveloping the site into a Farmers Market. Prior to this time the farmers market did not have a permanent location and was operating out of the R. P Johnson lot where the current Seven Sisters Brewery is located.

In 2015, construction work began on the building to restore the condition of the building and to prepare the site for the needs of a farmers' market. In 2016, the outdoor shelter along Heritage Walk was added to the building.

About the Farmers Market: The Wytheville Farmers Market is a non-profit 501c3 organization who operates under the leadership of the Wytheville Farmers Market Board of Directors. The vision of the organization is "a vibrant local food economy, health, community and fruitful marketplace." The market provides an opportunity for local farmers, gardeners, bakers, and artisans who have a passion for providing locally grown and hand-crafted products. The market operates on Saturdays from 10am – 1pm and on other dates as needed. Information about the farmers market, including the bylaws and market schedule is available on the website at <https://www.wythefarmers.org/about-us>

Lease Agreement: The first lease agreement between the Wytheville Farmers Market Board and the Town of Wytheville, for the use of the building, was executed on January 1, 2019. The agreement called for a total term of five years and expired on January 1, 2024. I included the 2019 original lease for your information.

In October of 2023, town management began meeting with the leadership team of the farmers market to discuss the new lease agreement and both parties have agreed to the draft which is shown as part of this staff report and labeled proposed draft.

Most of the original language remains in the proposed draft. The primary change to the lease agreement from the original 2019 version includes additional language that the Farmers Market Board shall serve as the decision-making entity for requests to use the building, the fact that subletting is not allowed, and the document reflects the vision of the farmers market to pursue a commercial kitchen at this site.

As you recall the Farmers Market provided a presentation to Town Council last fall regarding their desire to pursue a commercial kitchen and they outlined how a commercial kitchen compliments their efforts to promote healthy eating, small business entrepreneurship and locally grown products.

The Farmers Market Board has agreed to the proposed lease agreement as attached.

Next Steps: Please review the proposed draft and send any concerns to my attention via phone or email.

At the Town Council Meeting on Monday, March 11th we will provide another opportunity for the council to share your thoughts on this matter. At this meeting you will need to schedule a public hearing on this matter (as required by Code of Virginia 15.2-1800)

At the Town Council Meeting on Monday March 25th, we will host a public hearing. After the public hearing, the agenda will include an opportunity for the council to consider the matter and to make a decision.

Should the council need additional time to consider the request, staff will work with you as needed.

WYTHEVILLE FARMERS MARKET LICENSE AGREEMENT

This Wytheville Farmers Market License Agreement (the “**Agreement**”), dated January 1, 2019, is made and entered into by and between the Wytheville Farmers Market, a Virginia not-for-profit corporation (the “WFM”), and the Town of Wytheville, a Virginia municipal corporation (the “Town”).

1. License of Space. On the terms and conditions set forth below, and pursuant to Va. Code Ann. § 15.2-953, the Town hereby grants WFM permission to use the building (the “**Building**”) and the attached outdoor shelter (the “**Shelter**”) located at 210 W. Spring St., Wytheville, Virginia 24382 (collectively the “**Property**”), as such space is shown generally on the drawing attached hereto as Exhibit A.

2. Term.

a. The initial term of this Agreement shall be for one (1) year, commencing on January 1, 2019 (the “**Commencement Date**”), and ending at 11:59 p.m. on December 31, 2019 (such term hereinafter called the “**Primary Term**”).

b. 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. License Fee. One dollar (\$1.00) per annum.

4. Use. WFM shall use the Property to host the Wytheville Farmers Market to allow by local vendors (the “**Vendors**”) the sale of locally made goods, including but not limited to produce, meats, and crafts.

5. Scheduling. WFM shall have the right to use the Property every Saturday and may use the Property on other days on an as-needed basis. WFM shall maintain, and make available to the Town, a master calendar (the “**Master Calendar**”) showing the dates and events that WFM plans to use the Property.

WFM acknowledges that the Town receives, from time to time, requests from other persons or organizations to use the Shelter and/or surrounding property. When such request is received, the Town shall notify WFM of the request. WFM shall provide the Master Calendar and available dates to the Town. WFM shall make a good faith effort to accommodate such requests.

6. Keys.

a. The Building shall be locked at all times, unless it is in use by WFM. WFM shall keep keys and a list of individuals authorized to keep keys (the “**Master Key List**”). The Town shall keep six (6) keys, for use in responding to maintenance and/or

emergency requests. The Town personnel authorized to keep keys shall be listed on WFM's Master Key List. The Town shall notify WFM if there is any change to its authorized personnel.

b. 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 public events in 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.

c. All locks shall be re-keyed every two years.

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

8. Services and Utilities.

- a. The Town shall provide trash and refuse removal for the Property; and
- b. The Town shall provide water, sewer, electricity, and gas utilities. WFM shall reimburse the Town for such utilities in a monthly utility fee ("Utility Fee"). The Utility Fee shall be paid each month in the amount of \$150.00 per month.
- c. WFM shall be solely responsible for providing and maintaining the following:
 - i. janitorial and cleaning services; and
 - ii. kitchen and bathroom supplies including toilet paper, soap, and trash bags.

9. Compliance with Laws. In its use and occupancy of the Property, WFM and its Vendors shall comply with all applicable laws and other governmental rules, regulations and orders.

10. 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 WFM 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.

11. Indemnification. WFM 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 WFM and its Vendors; (b) any willful or negligent acts or omissions of WFM, or WFM's Vendors, agents, employees, contractors or invitees; or (c) any breach or violation by WFM of the terms of this Agreement.

12. Insurance. WFM 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 WFM against loss or damage to WFM's 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 WFM's 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 WFM that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment. WFM shall furnish the Town with proof of all such insurance prior to occupying the Property, and WFM shall furnish the Town with proof of all such insurance at least annually and upon demand of the Town.

13. Default.

a. The occurrence of any of the following shall constitute a material default and breach of this Agreement by WFM: (i) WFM 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 WFM exercised any right or option to terminate this Agreement or otherwise agreed in writing to terminate this Agreement and WFM uses or occupies the Property after the date by which WFM was required to vacate and cease using the Property. If an event of default occurs on the part of WFM 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 WFM and deny WFM access to the Property by any lawful means. In the event of such termination by the Town, all of WFM's rights and privileges hereunder shall terminate and the Town shall have no further obligation to WFM under this Agreement.

b. 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.

c. No termination of this Agreement, or taking or recovering possession of the use license granted to WFM with or without termination of this Agreement, shall deprive the Town of any remedies or actions against WFM 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 WFM’s use of the Property as otherwise provided herein. No receipt of money by the Town from WFM after default or termination of this Agreement shall: (i) reinstate, continue, or extend the Term or affect any notice given to WFM, (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.

13. Assignment or Transfer. The license granted by the Town to WFM 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.

14. Notices.

a. 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.

b. All notices to be given hereunder by either party shall be addressed as follows:

Town: Town of Wytheville
150 E. Monroe St.
Wytheville, Virginia 24382
Attention: Administration

WFM: Wytheville Farmers Market
P.O. Box 1618
Wytheville, Virginia 24382
Attention: Manager

or to such other address as either party may have furnished to the other.

15. Personal Items. The storage by WFM and its Vendors of items of personal property (“Personal Items”) in the Building in between use periods is permissible. WFM 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 WFM or any Vendor, all of which shall be at WFM's sole risk, (iv) WFM 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 WFM or any Vendor, and (v) WFM 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, WFM 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 WFM or any Vendor (whether or not such person had permission to use such Personal Items). WFM 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 WFM 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 WFM or any Vendor (whether or not such person had permission to use such Personal Items), (C) any damage or loss caused by WFM 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 WFM or any Vendor.

16. No Smoking. WFM and its Vendors or invitees shall not smoke within the Property or throw cigar or cigarette butts or other substances or litter of any kind in or about the Property, except in receptacles for that purpose.

17. Financial Management. WFM shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports (including WFM's annual IRS form 990), files, documents and other papers available for audits, examinations, and monitoring as requested by the Town.

18. Miscellaneous.
- a. Attorneys' Fees. In the event that suit is brought by either party against the other for a breach or default under the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which sum shall be fixed by the court.
 - b. Headings. The Section and paragraph captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
 - c. 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.

d. Waiver. No waiver by the Town or WFM of any breach or default of any term, agreement, covenant or condition of this Agreement shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by the Town or WFM of the same or any other term, agreement, covenant or condition. The Town's consent to or approval of any act by WFM requiring the Town's consent or approval shall not be deemed to render unnecessary the obtaining of the Town's consent to or approval of any subsequent act of WFM, whether or not similar to the act so consented to or approved. No act or thing done by the Town or its agents during the Term of this Agreement shall be deemed an acceptance of a surrender of the Property, and no agreement to accept such a surrender shall be valid unless in writing and signed by the Town. The subsequent acceptance of a Utility Fee payment shall not be deemed a waiver of any preceding breach by WFM of any agreement, covenant or obligation of WFM or any other term or condition of this Agreement. No delay in billing or any failure to bill WFM for any Utility Fee payment or any other sum payable by WFM under this Agreement, nor any inaccurate billing of the Utility Fee or of any other sum payable by WFM under this Agreement shall constitute a waiver by the Town of its right to collect and to enforce WFM's obligation to pay the full amount of the Utility Fee and other sums due and payable under this Agreement, as the same may be adjusted or increased from time to time.

e. Accord and Satisfaction. No payment by WFM 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 WFM, 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.

f. 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 of Section 13 on assignment and subletting. If WFM 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 WFM 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.

g. Governing Law. This Agreement shall be governed by the laws of Virginia.

h. Submission of Agreement. Submission of this Agreement to WFM does not constitute an offer to lease or license the Property to WFM; this Agreement shall become effective only upon execution and delivery thereof by the Town and WFM.

i. 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 following page]

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

Wytheville Farmers Market

By: *Logan Morrison*
Name: Logan Morrison
Title: Chairman of the Board

The Town of Wytheville

By: *C. Wayne Sutherland Jr*
Name: CWAYNE SUTHERLAND JR
Title: TOWN MANAGER

**Exhibit A
Description of Property**

**210 Spring Street, Wytheville, Virginia 24382
Tax Map No. 41A-1-62-9
Tax Map No. 41A-1-62-10
Tax Map No. 41A-1-62-11**

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 market manager or board member, and the 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 two keys for use in responding to maintenance and/or emergency requests. The Town personnel authorized to keep keys shall be listed on Master Key List. 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 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** shall reimburse the **Town** for such utilities in a monthly utility fee ("Utility Fee"). The Utility Fee shall be paid each month. The initial utility fee as determined in 2024 is \$215 per month. Each year the fee is re-evaluated, and the fee will reflect any changes required by the **Town**. Payment of the utility fee shall be sent to the Town Treasurer and identified as Farmers Market Utility Fee.
- c. The amount of the monthly utility reimbursement fee shall be reviewed and adjusted annually based on the previous year's actual monthly costs to provide these utilities. Notice of any adjustment in the utility fees shall be submitted to the Farmers Market Manager by the Town Manager along with supporting information for the adjustment.
- d. 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) 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.

16) 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.

17) 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.

18) 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**.

19) 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

Page 5 of 8

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.

20) 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.

21) 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

22) 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.

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

24) Financial Management. **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**.

25) Attorney's Fees. In the event that suit is brought by either party against the other for a breach or default under the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which sum shall be fixed by the court.

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.

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

Wytheville Farmers Market

By: _____

Name: _____

Title: _____

Town of Wytheville

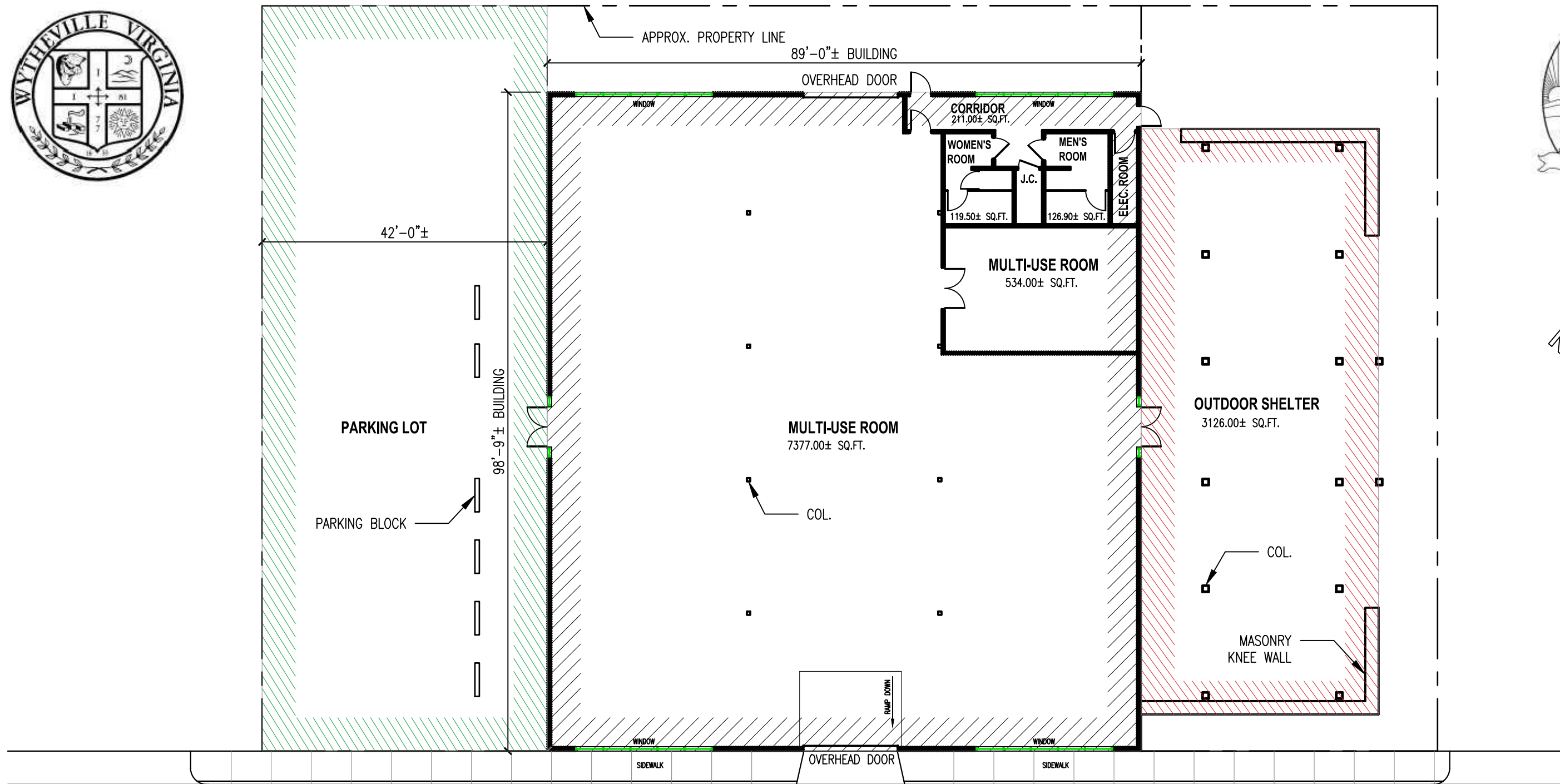
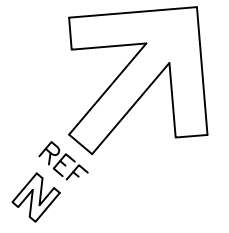
By: _____

Name: _____

Title: _____



Section 13, Item A.



WEST SPRING STREET

FARMERS MARKET PROPERTY

SCALE: 1/16" = 1'-0"

TOWN OF WYTHEVILLE

150 E MONROE STREET WYTHEVILLE VA 24382
DATE: 2-16-2024

EXHIBIT A

13-B

**WYTHEVILLE
TOWN COUNCIL**



**AGENDA ITEM
INFORMATION**

| | |
|----------------------|---|
| Meeting Date: | February 26, 2024 |
| Subject: | Town Committee/Board Vacancies/Upcoming Vacancies |

SUMMARY:

Chief Deputy Clerk Jones will review the vacancies/upcoming vacancies for the Town Committees/Boards with the Council members.

Recommended Action

No action required at this time.

2024 Committee Vacancies/Reappointments

Board of Zoning Appeals

Chuck Johnson – Expires 9/10/2024 (Eligible for reappointment)

Joint Industrial Development Authority

Jeffrey Lucas – Expires 12/31/2024 (Eligible for reappointment)

Recreation Commission

Jessenia Cohen – Expires 8/1/24 (Youth Member)

Eden Miller – Expires 8/1/24 (Youth Member)

Glenda Salerno – Expires 12/31/24 (Eligible for reappointment)

Bobby Angles – Expires 12/31/24 (Eligible for reappointment)

Smyth-Wythe Airport Commission

Brandon Elmore – Expires 6/30/24 (Not eligible for reappointment)

Tree Advisory Committee

Wythe Morris – Expires 5/14/24 (Not eligible for reappointment)

David Richert – Expires 5/14/24 (Not eligible for reappointment)

New Member Vacancy – Expires 5/14/28

Wytheville Economic Development Authority

Zach Cooley – Expires 12/12/24 (Eligible for reappointment)

Kathleen Laster – Expires 12/12/24 (Eligible for reappointment)

Wytheville Redevelopment and Housing Authority

Sharon Alexander – Expires 9/8/24 (Not eligible for reappointment)

TOWN COMMITTEES

Building Code Appeals

5 Year Terms
(5 Members, 2 Alternate Member)
Meets as needed
Andrew Sayers
Philip Tobelmann
Landon Sayers
Dennis Manuel
Brad Litton
Michael Carrico (Alternate 1)
Ricky Krietemeyer (Alternate 2)

Board of Zoning Appeals – Requires Disclosure of Real Estate Holdings

5 Year Terms
(5 Members)
Meets as needed
Patricia Austin
John Jones
Chuck Johnson
John Matthews
Kerry Eans
Mark Zammit (Alternate)

District III Governmental Cooperative

1 Year Term
(1 Council Member)
Meets bi-monthly
Holly Atkins
Gary Gillman – Alternate Member

Downtown Wytheville, Inc.

2 Year Terms
(1 Council Member)
Meets monthly
Gary Gillman

Homestead Museum Advisory Board

5 Year Terms
(6 Members, 1 Council Member)
Meets quarterly
Betsy Trevillian
James Spraker
Patricia Mangus
Terry Beamer
David Sharitz
David Taylor
Candice Johnson

Joint IDA – Requires SOEI, COIA, FOIA

4 Year Terms
(2 Members)
Meets monthly
Jeffrey Lucas
Vicki Parks

New River Regional Water Authority - Requires SOEI

4 Year Terms
(2 Council Member, 1 Staff Member)
Meets monthly
Brian Freeman
Cathy Pattison
Candice Johnson

Planning Commission – Requires Disclosure of Real Estate Holding

4 Year Terms
(6 Members, 1 Council Member)
Meets monthly
Lisa Anderson
John Jones
Brad Litton
George Wittwer
Keith Jones
David Schmidt
Cathy Pattison

Recreation Commission

**3 Year Terms
(5 Members, 1 Council Member,
2 Youth Members)**

Meets quarterly

- James Cohen
- Brady Parks
- Bobby Angles
- Brittney Litton
- Glenda Salerno
- Gary Gillman
- Jessenia Cohen – Youth Member
- Eden Miller – Youth Member

Smyth-Wythe Airport Commission

**4 Year Terms
(2 Members)**

Meets monthly

- David Taylor
- Brandon Elmore

Tree Advisory Committee

**4 Year Terms
(7 Members, 1 Council Member)**

Meets quarterly

- Wythe Morris
- David Richert
- Lee Johnson
- Alma Watson
- Tammie Lowry
- Beth Taylor
- James Cohen

Vacancy

- Don Spiller (Honorary Member)

Wall of Honor Committee

**4 Year Terms
(3 Members, 1 Council Member,
1 Board of Supervisor Member)**

Meets as needed

- Michael Melton
- Maelene Watson
- Che Roop
- Holly Atkins
- Ryan Lawson

**Wytheville EDA – Requires SOEI,
COIA, FOIA**

**4 Year Terms
(7 Members)**

Meets annually or as needed

- David Kause
- Jeffery Lucas
- Wendy Welch
- Zachary Cooley
- Kathy Laster
- Bobby Angles
- Melissa Crockett

**Wytheville Redevelopment and
Housing Authority**

**4 Year Terms
(7 Members, 1 Council Member)**

Meets monthly

- Sharon Alexander
- Jack Quesenberry
- Tommy Hundley
- Gay Hawkins
- Ellen McDaniel
- Lisa Anderson
- Sherrie Parks (Resident Member)
- Holly Atkins

13-D

TOWN OF WYTHEVILLE

March 2024

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|--|-----|---|--|--|-----|
| All meetings are held in the Municipal Building unless otherwise noted. | CALENDAR SUBJECT TO CHANGE | | | | 1 | 2 |
| | | 3 | 4 | 5 | 6 4:00 PM - Special Town Council Meeting | 7 |
| 10 | 11 5:00 PM - Town Council Meeting | 12 | 13 10:00 AM - Special Tree Committee Meeting | 14 6:00 PM - Planning Commission | 15 10:00 AM - Homestead Museum Advisory Board (Jackson House) | 16 |
| 17 | 18 5:30 PM - DTW Board (DTW Office) | 19 | 20 12:00 PM - Housing Authority (HA Office) | 21 10:00 AM - NRRWA (NRRWA Plant) 6:00 PM - District III Board (Marion Office) | 22 | 23 |
| 24 | 25 5:00 PM - Town Council Meeting | 26 | 27 | 28 3:00 PM - JIDA 6:00 PM - Smyth-Wythe Airport Commission (Airport) | 29 | 30 |
| 31 | | | | | | |

Museum Department Updates – February 2024

A new exhibit opened on February 16, 2024, at the Willow Brook Jackson/Umberger Homestead Museum - “Hometown Sounds; The Musical Culture of Wythe County”. In collaboration with Jim Lloyd, the exhibit features a variety of vintage instruments and memorabilia that belonged to local musicians. The instruments date from the 1790’s to the 1930’s, many of which are handmade. This exhibit runs through July.

To keep students engaged during the summer, residents of Wythe County can take advantage of “Wytheco” Wednesdays. On Wednesday, during the months of June and July, we offer free admission to all our museums to county residents. This was very popular last year. It increased attendance and raised awareness of these wonderful community assets.

On June 1, 2024, we are hosting our second annual Bands, Art, Bourbon, and Ale (BABA) Festival from 2-8 p.m. It will feature distillers, artisans, food trucks and brewers. Adam Bolt, Nate Montgomery and Annabelle’s Curse will be the featured bands. This is a free event.

The week of June 10-14, 2024, we are offering our annual History Camp. This is a fun-filled, five days of activities for 2nd - 5th Graders from Wythe County. This is a free program open to the first 30 students to register, compliments of the Wythe County Historical Society. Students will learn local history in a traditional setting doing a variety of period activities culminating in a revolutionary experience with the “Shot Heard ‘round the World” water balloon battle!