

AGENDA--CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA

Council Chambers – Municipal Building
5:30pm CLOSED Session **7:00pm Regular Session**
Tuesday September 12, 2023

5:30 pm – CLOSED SESSION

1. Items to be considered in Closed Session, in accordance with the Code of Virginia, Title 2.2, Chapter 37—Freedom of Information Act, Section 2.2-3711(A)—Closed Meetings, the following:
 - A. Personnel Discussions and Appointments to Boards and Commissions, as authorized by Subsection 1
 - B. Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, as authorized by Subsection 6.
 - C. Consultation with legal counsel and briefings by staff members, attorneys or consultants pertaining to actual or probable litigation, or other specific legal matters requiring the provision of legal advice by such counsel, as authorized by Subsection 7
 - D. Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, as authorized by Subsection 29.

7:00 pm - Regular Session

Pledge to the American Flag and Invocation by Council Member Lawson

1. Approve minutes from the August 16, 2023 Joint Session with the Planning Commission, the August 22, 2023 Council Meeting, and the Closed Sessions on August 25 & 26, 2023. (5 mins)
2. Present a proclamation to Ms. Alberta Wilson to honor her 101st birthday. (5 mins)
3. Read a proclamation acknowledging the week of September 17th through the 23rd as Constitution Week. (10 mins)
4. Present awards to Martinsville Middle School students who recently participated in Virginia Municipal League’s “If I Were Mayor” contest. (10 mins)
5. Read a proclamation acknowledging the week of September 18 through 22, 2023 as Adult Education and Family Literacy Week. (5 mins)
6. Consider funding request for Warming Center for 2023-24 Winter Season (10 mins)
7. Conduct a public hearing on the proposed lease and disposition of the Armory Building to I Won’t Stop, LLC for youth recreational purposes. (10 mins)
8. Hear an update regarding the Uptown Survey. (15 mins)

9. Business from the Floor -

The public comment portion of the Council meeting provides citizens the opportunity to discuss matters relevant to the operation of the City, which are not listed on the printed agenda.

Citizens who wish to participate in a meeting's public comment period may do so by emailing their comments to Karen Roberts, Clerk of Council, at kroberts@ci.martinsville.va.us, calling in their comments to 276-403-5182, faxing comments to 276-403-5280, or mailing comments to City of Martinsville, attn.: Karen Roberts, P.O. Drawer 1112, Martinsville, VA 24114. *Comments must be received by 12:00noon Monday September 11, 2023.* Citizens may also request to speak at the Council meeting in the same manner.

Comments, or a request to speak, must be received by noon the day before a Council meeting for consideration by Council at the meeting. Any person submitting comments or requesting to speak must identify themselves by name and address, including zip code, limit their remarks to 3 minutes or less (as read aloud), address a topic of City business, and refrain from making any personal references or accusations of a factually false and/or malicious nature. Priority for comments is given to City residents, taxpayers, and business owners. Speakers may not yield time. Groups of speakers on the same topic must designate a single representative. Comments violating these rules may not be presented at the Council meeting. Any speaker violating these rules may be removed from the podium or from the Council chamber.

This policy does not apply to public hearings, at which any citizen of Martinsville may appear and speak on the subject of the public hearing.

10. Comments by members of City Council. (5 mins)

11. Comments by Interim City Manager. (5 mins)



City Council Agenda Summary

Meeting Date: September 12, 2023

Item No: 1.

Department: Clerk of Council

Issue: Consider approval of minutes

Summary: None

Attachments: August 16, 2023 Joint Planning Commission
August 22, 2023 Council Meeting
August 25 & 26, 2023 Closed Session

Recommendations: Motion to approve minutes as presented.



City Council Agenda Summary

Date: September 12, 2023

Item No: 2.

Department: City Council

Issue: Present a proclamation to Ms. Alberta Wilson to honor her 101st Birthday

Summary: It is an honor for City Council to read and present a proclamation recognizing Ms. Wilson for her milestone birthday.

Attachments: Proclamation

Recommendations: No action by Council needed - the Mayor will read the Proclamation.



Proclamation

RECOGNIZING ALBERTA WILSON ON HER 101ST BIRTHDAY

WHEREAS, Ms. Alberta Wilson was born to John Tyler Wilson and Sara Virginia Wilson on September 25, 1922. Ms. Wilson had two siblings, Virginia Wilson Hairston and Roger Wilson who are now both deceased; and

WHEREAS, Ms. Wilson, known as Ms. Alberta throughout the neighborhood, has been a longtime resident of Armstead Avenue in and a member of Grace Presbyterian Church in Martinsville, Virginia; and

WHEREAS, Ms. Wilson retired from Hampco, formerly known as Jobbers Pants Factory, and

WHEREAS, Ms. Wilson is a delight to know. Anyone having the privilege to know her and receive her words of wisdom are truly blessed with knowledge that will add to their journey in life; and

When asked what some of her favorite things are to do, Ms. Alberta stated that she enjoys tending to her beautiful flowers and caring for cats and dogs. She also enjoyed walking to her destinations which gave her joy and an opportunity to observe the paths and people of life. She shared her key to longevity is to live life, eat well, walk and keep in contact with other people.

NOW, THEREFORE, I LC Jones, Mayor, and members of Martinsville City Council hereby honor and congratulate Ms. Alberta Wilson on her 101st birthday and extend our well-wishes for continued health and happiness.

LC Jones, Mayor

Date: September 12, 2023

Item No: 3.

Department: City Council

Issue: Read a proclamation acknowledging the week of September 17th through the 23rd as Constitution Week.

Summary: Martinsville Middle School teacher Ms. Beverly Woody and students from her class will be attending Council's meeting to accept the proclamation and provide brief comments.

Attachments: Proclamation

Recommendations: No action by Council needed - the Mayor will read the Proclamation.



PROCLAMATION

COMMEMORATING CONSTITUTION WEEK

WHEREAS, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Mayor LC Jones do hereby proclaim the week of September 17 through 23, 2023 as CONSTITUTION WEEK in the City of Martinsville and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Martinsville, Virginia to be affixed this 12th day of September, 2023.

LC Jones, Mayor

Date: September 12, 2023

Item No: 4.

Department: City Council

Issue: Present awards to Martinsville Middle School students who recently participated in Virginia Municipal League’s “If I Were Mayor Contest.”

Summary: Each fall the Virginia Municipal League (VML) invites Virginia 7th grade students from member municipalities to participate in its “If I Were Mayor” essay contest. The essays describe what the student would do as mayor to address a particular issue or to make their communities great places to live.

To recognize the students who participated, City Council reviewed the essays submitted by local students and as a group, selected a 1st, 2nd, and 3rd place winner.

Attachments: None

Recommendation: Read the names of students selected as the 1st, 2nd, and 3rd place winners, and present award certificates.



City Council Agenda Summary

Date: September 12, 2023

Item No: 5.

Department: City Council

Issue: Read a proclamation acknowledging the week of September 18th through the 22nd, 2023 as Adult Education and Family Literacy Week.

Summary: Lealice Hagwood, Coordinator/Lead Teacher of Martinsville Adult & Career Education Services will be attending Council's meeting to accept the proclamation and provide brief comments.

Attachments: Proclamation

Recommendations: No action by Council needed - the Mayor will read the Proclamation.



PROCLAMATION

RECOGNIZING THE WEEK OF SEPTEMBER 18 – 22, 2023 AS ADULT EDUCATION AND FAMILY LITERACY WEEK

WHEREAS, 43 million in the United States cannot read, write, or do basic math above a third-grade level; and

WHEREAS, adult literacy intersects with almost every socioeconomic issue, and we must address these issues by investing in educating adults, parents, and workers so they can reach goals of self-sufficiency and be successful in their home, lives, their jobs, and as citizens; and

WHEREAS, adult education programs contribute to solving these challenges by helping Virginians move along the continuum in their educational journey to achieve basic skills and get prepared for career and college; and

WHEREAS, in recognition of the need to raise public awareness of adult education and family literacy, to assist learners in need of literacy services, and to support increased access to Adult Education and Family Literacy Programs; and

WHEREAS, Martinsville City free adult education programs have provided essential education and support opportunities to citizens before, throughout, and recovery from COVID Pandemic; and

WHEREAS, these adult and education literacy systems are essential to improving the quality of life for individuals, adults, children, and families.

NOW, THEREFORE, I LC Jones, Mayor, and members of the City Council of Martinsville, Virginia do hereby proclaim the week of September 18-22, 2023, **Adult Education and Family Literacy Week** in the City of Martinsville and urge all citizens to support Adult Education and Family Literacy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Martinsville to be affixed the 12th day of September, 2023.

LC Jones, Mayor



City Council Agenda Summary

Date: September 12, 2023

Item No: 6.

Department: City Council

Issue: Consider funding request for Warming Center for 2023-24 Winter Season

Summary: The Emergency Housing and Community Support Commission has requested that Council consider funding the budget deficit of \$35,000 for the Warming Center that will be located at the Salvation Army building, 603 Memorial Boulevard South.

Attachments: Funding Request from Barbara Seymour, Chair of the Emergency Housing and Community Support Commission

Recommendations:

To: LC Jones, Mayor, City of Martinsville
Glen Adams, Interim City Manager, City of Martinsville
City Council, City of Martinsville

From: Barbara Seymour, Chair, Emergency Housing and Community Support Commission

Prepared for City Council Meeting on September 12, 2023

RE: Funding Request for Warming Center, 2023-2024 Winter Season

As you will recall, the Emergency Housing and Community Support Commission reported a summary of activities to date to the City Council on July 25, 2023. This summary centered on the immediate focus of a warming center plan for the 2023-2024 winter season.

The Commission is happy to report the following updates:

1. Location: the warming center will be housed at the Salvation Army, located at 603 Memorial Boulevard South. This agreement was reached in large part to the efforts of Mr. Craig McCroskey of the United Way and Ariel Johnson, volunteer director of the MHC Warming Center.
2. Harvest Foundation Grant: the warming center has been awarded a PUP Grant from the Harvest Foundation in the amount of \$25,000
3. Staffing model: the Commission is validating the staffing model, preparing reporting structure and job descriptions, and finalizing operational oversight of the warming center employees and finances.

While the Commission continues to pursue other options for operational and financial support, we are currently facing a budget deficit of \$35,000 with an expected opening in in the next 45-60 days (based on historical operating season). The Commission recommends that the City fund the remaining \$35,000 for the warming center 2023-2024 season and commits to informing the City of additional funding that may be secured through other sources.

Community impact from the 2022-2023 Warming Center season:

- 103 unique individuals served
 - Average daily volume = 22
 - Max volume = 29
- 23 individuals (20%) were placed in permanent housing, including three veterans
- 41 individuals (40%) secured substance abuse disorder treatment
- Additional service management:
 - 31 individuals connected to mental health treatment
 - 20 individuals connected with critical medical treatment
 - 25 individuals connected to other benefits

On behalf of the Commission, I thank you for your consideration in this opportunity to serve the citizens of Martinsville.



City Council Agenda Summary

Date: September 12, 2023

Item No: 7.

Department: City Manager

Issue: Conduct a public hearing on the proposed lease and disposition of the Armory Building to I Won't Stop, LLC for youth recreational purposes.

Summary: John Draper, Owner of I Won't Stop will be in attendance and has requested to lease the property located at 315 West Commonwealth Boulevard (Armory Building) under the Deed of Lease Agreement terms for recreational and training purposes to benefit local youth.

Attachments: Deed of Lease Agreement

Recommendations: Conduct the public hearing and accept public input. Staff recommends Council approval of the Deed Lease Agreement subject to any changes resulting from the public hearing. (motion, second, voice vote)

DEED OF LEASE AGREEMENT

THIS DEED OF LEASE AGREEMENT, dated as of September 12, 2023 (**this “Lease Agreement”**) between **CITY OF MARTINSVILLE, VIRGINIA** a political subdivision of the Commonwealth (**the “City”**) and **I WONT STOP FAMILY, LLC**, a Virginia limited liability company authorized to do business in the Commonwealth of Virginia (**the “Lessee”**), recites and provides as follows.

W I T N E S S E T H:

WHEREAS, the City owns the Leased Property, as defined below;

WHEREAS, the Lessee desires to demise and lease the Leased Property from the City and the City desires to demise and lease the Leased Property to the Lessee on the terms, and subject to the provisions and conditions, set forth herein.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the City and the Lessee agree as follows.

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. The following words and terms used herein shall have the following meanings unless the context otherwise requires:

“Additional Rent” shall have the meaning ascribed thereto in Section 3.3(a)(ii).

“Basic Rent” shall have the meaning ascribed thereto in Section 3.3(a)(i).

“Commonwealth” shall mean the Commonwealth of Virginia.

“Effective Date” shall mean September 12, 2023.

“Event of Default” shall have the meaning ascribed thereto in Section 6.1.

“Leased Property” shall mean the land and all buildings, structures and improvements thereon, described in Exhibit A hereto.

“Rent” shall have the meaning ascribed thereto in Section 3.3(a).

“Term” shall have the meaning ascribed thereto in Section 3.2(a).

Section 1.2 Rules of Construction. The following rules shall apply to the construction of this Lease Agreement unless the context otherwise requires:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) All references herein to particular Articles or Sections are references to Articles or Sections of this Lease Agreement.

(c) The headings herein are solely for convenience of reference and shall not constitute a part of this Lease Agreement nor shall they affect its meaning, construction or effect.

(d) The masculine, feminine and neuter genders are used solely for convenience of reference and not as terms of limitation. Accordingly, words of the masculine, feminine and neuter genders shall be deemed and construed to include correlative words of the masculine, feminine and neuter gender.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations of City. The City makes the following representations as of the date hereof:

(a) The City is duly organized and existing under the laws of the Commonwealth, has the power to enter into, execute and deliver this Lease Agreement and the transactions contemplated hereby and to carry out its obligations hereunder and, by proper corporate action, has duly authorized the execution and delivery of this Lease Agreement.

Section 2.2 Representations by Lessee. The Lessee makes the following representations as of the date hereof:

(a) The Lessee is a limited liability company duly organized and validly existing and in good standing under the laws of the Commonwealth, and has the full legal power and authority to enter into this Lease Agreement and the transactions contemplated hereby and to perform its obligations hereunder.

(b) During the Term of the Lease, the Lessee shall not make, suffer, or permit any use or occupancy of the Leased Property in violation of any law, governmental regulation or ordinance now or hereafter in force.

(c) The Lessee intends to use and operate the Leased Property for the purposes set forth in Section 3.4 of this Lease Agreement.

ARTICLE III

LEASE OF LEASED PROPERTY

Section 3.1 Demise of Leased Property.

(a) The City demises and leases to the Lessee and the Lessee leases from the City the Leased Property, for the Term set forth in Section 3.2 hereof and the Rent set forth in Section 3.3 hereof and in accordance with the other terms of this Lease Agreement. The Lessee agrees and acknowledges that the Lease Property does not include the western portion of tax map parcel

number 21 (01) (00-01A), with an address of 315 West Commonwealth Boulevard, Martinsville, VA 24112, and that the City may cause such western portion of such tax map parcel to be subdivided into a new parcel and conveyed to a third party, which new parcel and conveyance thereof shall be free and clear of this Lease Agreement.

Section 3.2 Term.

This Lease Agreement shall commence on the Effective Date and shall thereafter continue on a month-to month basis (**the “Term”**). Either party to this Lease Agreement may terminate this Lease Agreement and cause the Term to end, without any penalty or further liability to the other party, upon thirty (30) days written notice to the other party. The Company will remove all of the Company's equipment and other personal property (**the "Company's Equipment"**) from the Leased Property on or before the last day of the Term of this Lease Agreement.

Section 3.3 Rent.

(a) **Amount.** Lessee covenants to pay to the City rent (**collectively, the “Rent”**) during the Term hereof payable monthly, without demand, offset or deduction, which shall be a sum equal to the total of:

(i) **Basic Rent.** The Basic Rent is payable in monthly installments as set forth in Exhibit B attached hereto. The City and the Lessee agree that such Basic Rent has been agreed to in an arms-length transaction as fair market value rent of the Leased Property.

(ii) **Additional Rent.** In addition to the Basic Rent, the Lessee shall pay as additional rent (**“Additional Rent”**) due under this Lease Agreement, the following costs: (1) all costs of insurance required under Article IV hereof; (2) all utility services furnished to the Leased Property as required under Section 3.5 below and (3) any other amounts required to be paid by Lessee in this Lease Agreement whether or not identified as Additional Rent under this Lease Agreement.

(b) **Payments of Rent.** All of the Rent shall be paid to the City at City of Martinsville, P.O. Box 1112, 55 West Church Street, Martinsville, VA 24112 Attn: Finance Director, or at such other place as the City shall direct in writing, with the first payment of Rent under this Lease Agreement due. All payments of Rent shall be made in lawful currency of the United States of America, by check made payable to the City, and shall be paid monthly on a day designated by the City.

(c) **Lessee Costs.** The parties hereby agree that Lessee shall pay, in addition to the Rent to be performed by the Lessee, the costs of all insurance coverage required to be maintained by Lessee, and all utility services furnished to the Leased Property. Notwithstanding any other provision of this Lease Agreement, Lessee shall (1) pay when due *ad valorem* taxes on the Leased Property throughout the Term, based on the assessed value of the Leased Property made by general assessment from time to time and at the prevailing real estate tax levies as set by the City from time to time, as applicable, and (2) pay when due *ad valorem* taxes on the equipment, machinery, inventory, furniture, motor vehicles, and other tangible personal property on the Leased Property or utilized by Lessee which is subject to taxation by the City, as applicable, plus applicable business license taxes, throughout the Term. If Lessee shall fail to pay any costs, fees, taxes,

premiums or charges described in this Subsection or otherwise required to be paid by Lessee in this Lease Agreement, then the City may, at its option, pay such costs, fees, taxes, premiums or charges and the amounts so paid by the City shall thereupon be and become immediately due and payable by Lessee to the City hereunder.

Section 3.4 Use of Leased Property.

(a) Lessee may use and occupy the Leased Property for youth basketball and recreational activities.

(b) Lessee shall not use, occupy or permit any portion of the Leased Property to be used or occupied, nor do or permit anything to be done in or on any portion of the Leased Property, in a manner which would (i) make void or voidable any insurance that Lessee is required hereunder to maintain then in force with respect to any portion of the Leased Property, (ii) affect the ability of the Lessee to obtain any insurance that Lessee is required hereunder to furnish, or (iii) cause any material injury of damage to any portion of the Leased Property unless such material or damage is made in the course of alterations or additions to the Leased Property in accordance with the requirements of Section 3.7.

Section 3.5 Utilities.

(a) Lessee shall pay or cause to be paid on or before the last day upon which the same may be paid without interest or penalty for the late payment thereof, all water, electricity, telephone and other utility services furnished to the Leased Property and all interest and penalties imposed by reason of the late payment thereof (**collectively, the “Utility Charges”**), and shall furnish the City with official receipts or other satisfactory evidence of the payment and discharge of any of the aforesaid Utility Charges immediately upon the City’s request.

(b) If Lessee shall fail to pay any Utility Charges on or before the last day upon which the same may be paid without the imposition of interest or penalties for the late payment thereof, then the City may pay the same with all interest and penalties lawfully imposed upon the late payment thereof and the amounts so paid by the City shall thereupon be and become immediately due and payable by Lessee to the City hereunder as Additional Rent.

Section 3.6 Mechanics’ Liens. The Lessee shall not at any time permit the filing or existence of any mechanics’ or other liens or charges against the Leased Property or any part thereof. If any such lien or charge is filed or exists against the Leased Property or any part thereof, in violation of this Section, then the Lessee, at its sole cost and expense, shall defend or cause to be defended any action, suit or proceeding which may be brought for the enforcement of such lien or charge, and shall pay or cause to be paid any and all damages, costs and expenses, including attorneys’ fees, suffered or incurred by the City as a result thereof, and shall satisfy and discharge, or cause to be satisfied and discharged, such lien or charge not later than thirty (30) days following the date of filing or notice of enforcement, as applicable, whichever shall first occur; provided, however, that the Lessee may in good faith contest any such lien filed against the Leased Property.

Section 3.7 Repairs, Additions and Alterations.

(a) The Lessee shall at all times during the Term, at Lessee's sole cost and expense, keep or cause to be kept the Leased Property and all facilities and equipment therein, and all parking lots, sidewalks and curbs, and all appurtenances thereto, free of trash and refuse and in good operating condition and repair, ordinary wear and tear and casualty and condemnation excepted, and in such other condition as may be required by law and by the terms of the insurance policies furnished pursuant to Article IV hereof, whether or not such repair shall be interior or exterior, extraordinary or ordinary, or covered by the insurance required to be maintained by Lessee hereunder. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Leased Property to City in the same condition as when received, subject to reasonable wear and tear.

(b) The Lessee may not make or cause to be made alterations or additions to the Leased Property without the express written consent of the City.

Section 3.8 Compliance with Laws. The Lessee shall at all times during the Term, at Lessee's sole cost and expense, perform and comply with all applicable laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated by any Federal, Commonwealth or local governmental agency or authority, having jurisdiction over the Leased Property, or the franchises and privileges connected therewith, whether or not such law, rules, orders, ordinances, regulations or requirements shall necessitate structural changes, improvements, interference with use and enjoyment of the Leased Property, replacements or repairs, extraordinary as well as ordinary. The Lessee shall, at Lessee's sole cost and expense, perform and comply with all such legal obligations, including environmental regulations, whether or not such laws, rules, orders, ordinances, regulations or requirements shall now exist or shall hereafter be enacted or promulgated, and whether or not such laws, rules, orders, ordinances, regulations, or requirements can be said to be within the present contemplation of the parties hereto. The Lessee and the City shall each promptly deliver to the other party copies of all notices, demands and other communications received from any governmental agency or authority in conjunction with the foregoing.

Section 3.9 Access to Premises. The City or any of its agents shall have the right, but not the obligation, to enter the Leased Property at all reasonable times in a manner not to interfere with the Lessee's operations to examine same.

Section 3.10 No Assignment and Subletting. The Lessee shall not assign this Lease Agreement, or any rights thereto, or sublet the Leased Property or any part thereof.

ARTICLE IV

INSURANCE

Section 4.1 Insurance.

(a) The Lessee agrees to obtain and maintain during the Term the following insurance: general public liability insurance in the amount of One Million Dollars (\$1,000,000.00) per

occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate with respect to injury or death of any one person, naming the City as additional insureds.

(b) At all times during the Term, all buildings and improvements now or hereafter located on the Leased Property shall be insured by the Lessee in the name of the City and Lessee, as their interests may appear, against loss or damage by fire, lightning, windstorm, hail, sprinkler leakage, vandalism, explosion, riot, civil commotion, smoke, and damage from vehicles to the extent insurance against such risks is available under an extended coverage endorsement, without a premium surcharge, in an amount equal to 100% replacement value of the Leased Property.

(c) At all times during the Term, Lessee shall keep or cause to be kept (i) fire and extended coverage insurance covering all personal property of the Lessee situated on the Leased Property and (ii) workmen's compensation insurance with respect to the operation of business on the Leased Property.

Section 4.2 Additional Provisions Respecting Insurance. All insurance policies shall be taken out and maintained with insurers licensed to do business in the Commonwealth. In each policy, other than policies of workmen's compensation insurance, the City shall be named as an additional insured, as its interest may appear. Unless a policy with such an undertaking is unavailable or is available only at a cost which the Lessee and the City determine to be unreasonable, each policy shall contain an undertaking by the insurer that such policy shall not be cancelled without at least thirty (30) days' prior written notice to the City.

The Lessee shall provide to the City a certificate or certificates of the respective insurers attesting to the fact that the insurance required by Section 4.1 is in full force and effect. Prior to the expiration of any such policy, the Lessee shall furnish to the City, evidence satisfactory to the latter that the policy has been renewed or replaced or is no longer required by this Lease Agreement.

ARTICLE V

INDEMNITY

Section 5.1 Indemnity.

(a) Anything herein to the contrary notwithstanding, the Lessee shall indemnify and save harmless the City from and against any and all liability, loss, damages, expenses, cost of action, suits, interest, fines, penalties, claims and judgments arising from injury, or claim of injury, during the Term to person or property of any and every nature, and from any matter or thing relating to the occupation, possession, use, management, repair, maintenance or control by the Lessee, its agents, subtenants, contractors, employees and invitees of the Leased Property, the facilities and equipment therein, or arising out of the Lessee's failure to perform, fully and promptly, or the Lessee's postponement of compliance with, each and every term, covenant, condition and agreement provided in this Lease Agreement to be performed by the Lessee, unless arising from the negligence or willful misconduct of the City and its agents, contractors, employees and invitees.

(b) Except for liability or damage caused by the City or its agents, contractors, employees or invitees, the Lessee hereby assumes all responsibility for liability, whether civil, administrative, or criminal, arising from damage to the natural environment caused by hazardous materials occurring on or about the Leased Property during the Term and shall take all necessary steps to ensure that all federal, Commonwealth and local laws, regulations and ordinances are complied with and prudent precautions are taken with respect thereto.

ARTICLE VI

DEFAULT

Section 6.1 Default.

(a) Each of the following, if not cured within the time period prescribed, shall constitute an event of default (an “**Event of Default**”) under this Lease Agreement:

(i) The Rent or any amount payable by the Lessee hereunder is not paid within five (5) days of the date it is due.

(ii) The Lessee fails to comply with any material term, provision, covenant or condition of this Lease Agreement, other than monetary defaults under Section 6.1(a)(i), which is not cured within thirty (30) days after receiving written notice of such failure or if not susceptible of cure within such period, as determined by the City in its sole and absolute discretion, is not cured within a reasonable time thereafter after due diligence by the Lessee but in all events not more than sixty (60) days after the Lessee’s receipt of notice of such failure.

(b) Upon notice to the Lessee by the City of the occurrence of an Event of Default and the failure of the Lessee to cure such Event of Default within the time period stated above, the City may elect to pursue any one or more of the following remedies:

(i) Terminate this Lease Agreement by notifying the Lessee of the City’s election to exercise this remedy, and upon the giving of such notice this Lease Agreement shall immediately cease and terminate; or

(ii) Require the Lessee to specifically perform its covenants and obligations hereunder; or

(iii) Cure such default, without further notice to the Lessee and at the expense of the Lessee, whereupon the Lessee shall immediately reimburse to the City as Additional Rent all payments made and expenses incurred by the City in curing such default, together with interest thereon at an annual rate equal to the Default Rate; or

(iv) Re-enter the Leased Property, recover possession thereof, dispossess any and all occupants thereof, and may, but shall not be obligated to, relet or sell the Leased Property or any part thereof as agent for the Lessee and receive the rent or sales price therefrom, which rent or sales price received by the City shall be applied to the rents and other monetary obligations due from the Lessee hereunder. The Lessee shall pay to the

City all of the City's reasonable expenses incurred in connection with such re-entry and reletting or sale and any deficiency in Rent, which deficiency may be recovered in separate actions from time to time; or

(v) Sue for and recover in any legal action any unpaid Rent and damages resulting from any breach by the Lessee of any of its covenants or obligations hereunder.

Section 6.2 Waiver. No waiver by the City of any breach by the Lessee of any term, covenant, condition or agreement herein and no failure by the City to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition or agreement or of any subsequent breach of any such term, covenant, condition or agreement, nor bar any right or remedy of the City in respect of any such subsequent breach, nor shall the receipt of any Rent, or any portion thereof, by the City operate as a waiver of the rights of the City to enforce the payment of any other such Rent then or thereafter in default, or right to terminate this Lease Agreement, or to recover the Leased Property, or to invoke any other appropriate remedy which the City may select as herein or by law provided.

Section 6.3 Notices. Notices, demands and communications hereunder to the Lessee or to the City shall be validly and sufficiently served, deemed to have been given and received or made if hand delivered, mailed by certified or registered mail, postage prepaid or sent by recognized overnight courier such as UPS or FedEx, addressed to the principal address given below:

(a) If to the City:

Martinsville City Manager
P.O. Box 1112
55 West Church Street
Martinsville, VA 24112

With a copy to:

Paul C. Jacobson
Sands Anderson PC
1005 Slater Road, Suite 200
Durham, NC 27703

(b) If to the Lessee:

I Won't Stop Family, LLC Owner
9050 Fairystone Park Highway
Bassett, VA 24055

With a copy to:

The party giving notice hereunder shall also use its best efforts to make telephonic or telegraphic contact with the other party; provided, however, failure or inability to do so shall not affect the validity or sufficiency of any notice served in accordance with the above.

Either party may designate, by notice in writing, a new address to which any such notice, demand or communication shall thereafter be addressed and mailed.

Any notice mailed shall be deemed to have been given on the third business day following the date of deposit of such item in a depository of the United States Postal Service. Notice given in by overnight courier shall be deemed to have been the next business day. Either party shall have the right to change its address to which notices shall thereafter be sent by giving the other party written notice thereof.

ARTICLE VII

WARRANTIES

Section 7.1 Disclaimer of Warranties. Lessee agrees to accept the Leased Property in "as is" physical condition on the Effective Date without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements (or to provide any allowance for the same.) THE CITY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS MERCHANTABILITY, CONDITION OR WORKMANSHIP OF THE LEASED PROPERTY OR ANY PART THEREOF OR ITS SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1 Use of Premises; Required Permits and Approvals. The Lessee shall obtain or cause to be obtained all necessary permits and approvals for the operation and occupation of the Leased Property and use and maintenance of the Leased Property and shall comply with all lawful requirements of any governmental body regarding the operation, occupation, or use of the Leased Property, whether existing or later enacted, whether foreseen or unforeseen, or whether involving any changes in governmental policy, or requiring structural or other changes to the Leased Property and irrespective of the cost of making the same. The Lessee shall neither commit nor suffer others to commit waste or a nuisance in or about the Leased Property.

Section 8.2 No Encumbrances. The Lessee shall not create or permit to exist any mortgage, pledge, lien or other encumbrance against any of the real estate, improvements, or fixtures included as part of the Leased Property at any time.

ARTICLE IX

MISCELLANEOUS

Section 9.1 No Oral Changes. This Lease Agreement may not be changed or modified orally but only by an agreement in writing signed by the party against whom such change or modification is sought to be enforced.

Section 9.2 Titles of No Effect. The titles set forth in this Lease Agreement, and the references to such titles at various places in this Lease Agreement, are intended for ease of reference only and shall have no force or effect in the interpretation of this Lease Agreement.

Section 9.3 Severability; Choice of Law.

(a) If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and shall be enforced to the extent permitted by law.

(b) This Lease Agreement shall be construed according to and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws rules thereof.

Section 9.4 No Liability of City Employees and Representatives. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future director, officer, employee or agent of the City in his individual capacity, and neither the directors of the City nor any officer thereof executing this Lease Agreement shall be liable personally on this Lease Agreement or be subject to any personal liability with respect to any other action taken by him pursuant to this Lease Agreement.

Section 9.5 Counterparts. This Lease Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**[BALANCE OF PAGE INTENTIONALLY BLANK –
SIGNATURES APPEAR ON NEXT PAGES]**

IN WITNESS WHEREOF, the City and the Lessee have caused this Lease Agreement to be executed in their respective names, by their duly authorized representatives, all as of the date first above written.

CITY OF MARTINSVILLE, VIRGINIA

By: _____
Name: _____
Its: _____

COMMONWEALTH OF VIRGINIA

CITY/CITY OF _____, to-wit:

I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that, _____ (who is personally known to me or has provided satisfactory identification), whose name as _____ of the City of Martinsville, Virginia is signed to the foregoing document has acknowledged the same before me in my jurisdiction aforesaid on its behalf this _____ day of _____, 2023.

My commission expires on _____

My Notary Registration Number is: _____

Notary Public

[AFFIX SEAL]

I WONT STOP FAMILY LLC,
a _____ corporation

By: _____
Its: _____

COMMONWEALTH OF VIRGINIA
CITY/CITY OF _____, SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ (known to me or having provided satisfactory identification), _____ of I Wont Stop Family LLC, a _____ corporation, on behalf of said company.

My commission expires on _____

My Notary Registration Number is: _____

Notary Public

[AFFIX SEAL]

Exhibit A

Description – the Leased Property

The Land is described as the eastern portion of tax map parcel number 21 (01) (00-01A), including the existing Armory Building located thereon, with an address of 315 West Commonwealth Boulevard, Martinsville, VA 24112.

Exhibit B
Basic Rent Payments

Basic Rent payments are \$1,250 per month.



City Council Agenda Summary

Date: September 12, 2023

Item No: 8.

Department: City Manager

Issue: Hear an update from Kris Bridges regarding the Uptown Survey.

Summary: Information will be provided regarding the Uptown Survey with recommendations by Rob Fincher, Kris Bridges, and Andy Powers.

Attachments: None

Recommendations: No action needed at this time - presented for information purposes only.