

**WEST POINT TOWN COUNCIL
WORK SESSION
MINUTES
February 28th, 2017
6:00 P.M.**

I. Work Session at Town Hall, 329 6th Street, West Point, Virginia 23181.

A. King William Dispatch Agreement

Mr. Edwards advised that the Dispatch Agreement with King William County expires in July this year and that the County have agreed to renew the Agreement with the same terms in Ordinance Format for five (5) years for \$40,000.00 per year. It would require a public hearing that needs to be advertised.

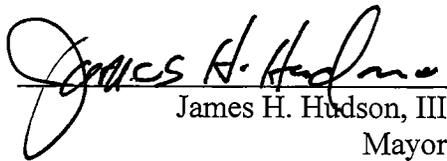
The consensus of Town Council it to place the King William dispatch Agreement on the Town Council agenda for authorization for Advertisement.

Mr. Edwards also stated that the new County Administrator begins work next week, his name is Mark Reeter, Sandy Wanner will be available to assist during the transition.

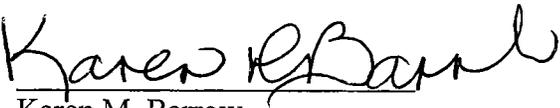
II. FY 2017-18 Budget Discussion

Mr. Edwards advised that since the budget request were presented to Town Council last month, the Town has received a budget request from the Historical Society and that the Schools official budget request is for an increase of \$135,000 for operations and the Town Manager is recommending \$75,000.00 for the Schools CIP.

Mr. Edwards asked Town Council if they have any comments or suggestions regarding funding for outside agencies.


James H. Hudson, III
Mayor

ATTEST:


Karen M. Barrow
Town Clerk

**TOWN OF WEST POINT
TOWN COUNCIL
MINUTES
February 28th, 2017**

I. CALL TO ORDER

The West Point Town Council held its regular monthly meeting on Tuesday, February 28th, 2017. The Honorable James H. Hudson, Mayor called the meeting to order at 6:30 p.m. The Invocation was given by Reverend Gordon Meriwether followed by the Pledge of Allegiance.

Members Present: Mayor, Jim Hudson; Deborah Ball, Vice Mayor; Tina Gulley; Paul Kelley; Robert Lawrence; Jack Lawson; Gail Nichols and Chris Vincent.

Also Present: John B. Edwards, Jr., Town Manager; Andrea Erard, Town Attorney; Karen Barrow, Town Clerk; Chief Bobby Mawyer, WPPD; TC Moore, Town Treasurer; Donna Pauley, Human Resource Officer and other interested persons.

II. CITIZENS ADDRESS TO COUNCIL

A. Audit Report for FY 2015-16

Michael DelBiondo, Representative for Robinson, Farmer & Cox advised that the audit for both the Town and Schools was clean. and that there are no issues to report.

Mr. Hudson asked if there was a need for Robinson, Farmer & Cox to speak in private with the Mayor and Vice Mayor.

Mr. DelBiondo state no, that it was a clean audit and there are no issues to report.

B. Quin Rivers Presentation

Jack Lanier, Director of Quin Rivers presented Town Council with the 2016 Financial Report and stated that Quin Rivers provides services from Charles City to Stafford Counties. Dr. Lanier presented a budget request to Town Council for \$5,000.00.

Mr. Hudson thanked Dr. Lanier for the presentation and stated that the Town is currently reviewing the 2017-18 Budget Request. A budget public hearing has been scheduled for April 11th 2017 at 6:30 P.M. at Town Hall.

C. Citizens Address to Council

Mr. Hudson opened the floor for citizens to address Town Council on any Town related business. There being none, the Citizens Address was closed.

III. COUNCIL RESPONSE

None was noted.

IV. AGENDA CHANGES

Mr. Edwards asked for "Authorization to Advertise the Dispatch Agreement for Public Hearing" on the agenda under the Town Manager section of the agenda.

Mrs. Ball made a motion to adopt the agenda with amendments, seconded by Mrs. Nichols. Upon roll call, Mrs. Ball, Mrs. Gulley, Mr. Kelley, Mr. Lawrence, Mr. Lawson, Mrs. Nichols and Mr. Vincent all voted "Aye".

V. ADOPTION OF CONSENT AGENDA

Ms. Vincent made a motion to adopt the following consent agenda, seconded by Mrs. Gulley. Upon roll call Mrs. Ball, Mrs. Gulley, Mr. Kelley, Mr. Lawrence, Mr. Lawson, Mrs. Nichols and Mr. Vincent all voted "Aye".

- 1) Minutes of January 31st 2017 Town Council Meeting.
- 2) Cash Reports
 - a) General Fund
Cash on hand as of January 31st 2017, \$4,721,170.66
 - b) Water Fund
Cash on hand as of January 31st 2017, \$159,853.20
 - c) CIP
Cash on hand as of January 31st 2017, \$-420,629.47
 - d) Solid Waste
Cash on hand as of January 31st 2017, \$98,456.51
- 3) Monthly Budget Report
- 4) School Fund Cash Report
 - a) Cash on hand as of January 31st 2017, \$228,787.75
- 5) West Point Monthly Police Activity Report
- 6) Building Official Monthly Report
- 7) Public Works Monthly Permit Report
- 8) Community Development Monthly Permit Report
- 9) Treasurer Monthly Report
- 10) Human Resource Monthly Report

VI. COMMITTEE REPORTS

A. Economic and Community Development

1. Authorization to Advertise Ordinance 03-2016 / Zoning Text Amendment for Plan of Development

Mr. Lawson made a motion to authorize the Town Manager to advertise for a public hearing on Ordinance 03-2016, Plan of Development, zoning text amendment to town code. Seconded by Mr. Vincent, upon roll call Mrs. Ball, Mrs. Gulley, Mr. Kelley, Mr. Lawrence, Mr. Lawson, Mrs. Nichols and Mr. Vincent all voted "Aye".

2. Referral to Planning Commission of the Chesapeake Bay Preservation Act – Zoning Text Amendment for Compliance Review Report

Mr. Lawson made a motion to have the Planning Commission review the text amendments to meet the requirements of the Chesapeake Bay Preservation Act Compliance Review Report conducted by the Department of Environmental Quality (DEQ) and to report back to Town Council with a recommendation. Seconded by Mr. Lawrence, upon roll call Mrs. Ball, Mrs. Gulley, Mr. Kelley, Mr. Lawrence, Mr. Lawson, Mrs. Nichols and Mr. Vincent all voted "Aye".

3. YMCA Agreements

i. Lease Agreement Renewal

Mr. Lawson made a motion to authorize the Town Manager to execute and deliver the Lease Agreement Renewal with the expiration date of March 31st 2027. Seconded by Mrs. Ball, upon roll call Mrs. Ball, Mrs. Gulley, Mr. Kelley, Mr. Lawrence, Mr. Lawson, Mrs. Nichols and Mr. Vincent all voted "Aye".

ii. YMCA Extended Recreation Agreement

Mr. Lawson made a motion to authorize the Town Manager to execute and deliver the Extended Service Agreement for ten (10) years expiring on March 31st 2027 for \$40,000.00 per year. Seconded by Mrs. Ball, upon roll call Mrs. Ball, Mrs. Gulley, Mr. Kelley, Mr. Lawrence, Mr. Lawson, Mrs. Nichols and Mr. Vincent all voted "Aye".

B. Education Committee

Mr. Kelley advised the Education Committee met on February 15th and that during the School Superintendent's presentation two 6th graders gave a hands on demonstration on Computer Programing. They used little robots called Ozbots, it was a very informative presentation by the Schools.

Mr. Kelley also stated that the Middle Peninsula Planning District Commission and MPEDRO met recently to discuss ongoing projects and economic development in the region.

C. Finance Committee

Mrs. Ball advised there was nothing to report.

D. Public Safety

Mrs. Gulley advised there was nothing to report.

E. Public Works

Mr. Vincent advised there was nothing to report.

VII. TOWN MANAGER'S ITEMS

A. Dispatch Agreement Ordinance

Mr. Edwards advised that the Dispatch Agreement with King William County is scheduled for renewal by July this year and that the King William County Attorney is requesting that the renewal be in Ordinance format. The renewal of the agreement would need to be advertised for a public hearing.

Mr. Vincent made a motion to authorize the Town Manager to advertise the Dispatch Agreement Ordinance for a public hearing at the March 28th 2017 Town Council meeting. Seconded by Mrs. Gulley, upon roll call Mrs. Ball, Mrs. Gulley, Mr. Kelley, Mr. Lawrence, Mr. Lawson, Mrs. Nichols and Mr. Vincent all voted "Aye".

B. Town Clock

Mr. Edwards advised that the Town Clock located at the Post Office was hit in December and damaged. The insurance company are in the process of replacing the clock, the new clock should be installed next week.

VIII. OLD BUSINESS

There was nothing to report under Old Business.

IX. NEW BUSINESS

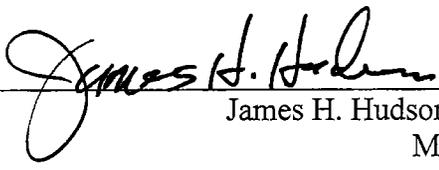
A. Planning Commission Report - Mr. Hudson

Mr. Hudson advised that the Planning Commission did not meet in February and that a meeting has been scheduled for tomorrow at 5:00 P.M.

Mr. Hudson read the Town Council scheduled meetings for March.

X. RECESS

Mrs. Ball made a motion to enter into Recess until Tuesday, March 7th 2017 at 7:00 P.M. at the School Board Office. Seconded by Mr. Kelley, upon a unanimous vote the meeting was recessed.


James H. Hudson, III
Mayor

ATTEST:


Karen M. Barrow
Town Clerk

Lease Agreement Renewal

Whereas the Town of West Point (the "Town") and the Peninsula Metropolitan YMCA (the "YMCA") previously entered into a Lease Agreement ("Original Lease Agreement") commencing on April 1, 2007 for the brick building and the parking lot located at 3135 King William Avenue in the Town of West Point and more commonly known as the "Smurfit-Stone Wellness Center" (the "Premises"); and

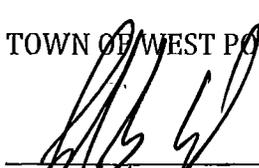
Whereas section 2.1(b) of the Original Lease Agreement states that the YMCA shall have the option of a ten year renewal if the YMCA provides written notice to the Town within ninety days prior to the end of the initial lease term; and

Whereas the YMCA has provided such written notice to the Town that it seeks to extend the Original Lease Agreement for another ten years.

Now therefore, the Town and the YMCA agree that the Original Lease Agreement shall be extended for an additional ten years under the same terms and conditions and shall expire on March 31, 2027 at midnight.

TOWN OF WEST POINT

Date: 3/29/17



Town Manager

PENINSULA METROPOLITAN YMCA

Date: 3/30/2017



Chairman, Board of Directors

CEO

AGREEMENT OF LEASE

THIS LEASE, made and entered into this 26th day of March 2007, by and between the TOWN COUNCIL OF THE TOWN OF WEST POINT, VIRGINIA, hereinafter called "Landlord"; and THE PENINSULA METROPOLITAN YMCA, a Virginia non-profit corporation, hereinafter called "Tenant."

WITNESSETH:

SECTION I PREMISES

1.1 In consideration of the rents, covenants, and agreements hereinafter contained, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, all of that certain piece or parcel of land situate in the Town of West Point in the State of Virginia, described as a brick building and attendant parking lot known as the "Smurfit-Stone Wellness Center," located at 3135 King William Avenue, in the Town of West Point, Virginia (which real estate and improvements are hereinafter referred to as the "Premises"), and are more particularly defined in the legal description attached hereto as Schedule A.

SECTION II TERM

2.1 (a) The term of this Lease shall commence on the 1st day of April, 2007, and shall terminate at twelve o'clock, midnight, on the 31st day of March, 2017.

(b) In addition to the covenants herein contained, Tenant shall have the option to renew this Lease for an additional period of ten years, upon the same terms and conditions as herein provided subject to approval of the Town Council serving at the time such renewal is sought by Tenant. The option to renew shall be exercised by the giving of notice, in writing, by Tenant at any time which is 90 days prior to the expiration of the initial term hereof.

SECTION III RENT

3.1 Tenant covenants and agrees to pay to Landlord throughout the full term of this Lease a basic NET rent at the following annual rate

(a) The rent shall be ONE DOLLAR (\$1.00), payable annually at the beginning of each lease year.

3.2 The annual rent payable hereunder shall be paid by Tenant without setoff, deduction or demand, except as otherwise expressly provided herein.

3.3 All payments of rent hereunder shall be made in cash or by check payable to Landlord.

SECTION IV TENANT IMPROVEMENTS

4.1 Tenant acknowledges that they have had an opportunity to inspect the premises and they find it to be in need of repair, but said premises are in a condition which is acceptable to Tenant. Tenant accepts the premises in its present condition. Tenant plans to commence renovations to the premises for use as a typical YMCA facility following the signing of this Lease and upon completion of the community founder's campaign. Said renovations shall be at its own expense.

4.2 During the term of this Lease, and any extensions or renewals thereof, Tenant shall have the right at any time, and from time to time, at its sole cost and expense, to make such alterations, additions and changes in and to the existing improvements on the above real estate, and to replace the trade fixtures, furnishings and equipment therein.

4.3 Provided Tenant is not in default hereunder, all such trade fixtures, furnishings and equipment, which were installed by Tenant shall be and remain the personal property of Tenant, and (except for plumbing, heating, ventilating, air conditioning, and electrical fixtures and equipment) removable by Tenant at any time prior to the termination of this Lease, and all such fixtures, furnishings and equipment shall be so removed by Tenant at the request of Landlord at the termination of this Lease. Tenant, at its expense, shall repair any damage to the Premises by reason of removal of any such fixtures, furnishings and equipment.

4.4 Tenant covenants and agrees, at its sole expense, to maintain all the improvements on the real estate, and the fixtures, furnishings and equipment therein, including the replacement thereof, in good repair through out the term of this Lease and any extensions and renewals thereof.

SECTION V
USE OF PREMISES

5.1 The Premises are to be used solely and generally as a YMCA facility to primarily serve the Tri-county area and the Town of West Point.

5.2 Tenant shall not knowingly permit any unlawful or illegal business or other activity to be conducted, carried on, or operated from the Premises.

5.3 Tenant shall, at its own expense, pay prior to delinquency all charges for sewer and water, gas, electricity, telephone, insurance premiums, and all other costs and expenses in the operation of the Premises.

5.4 Tenant is required to operate or cause the premises to be operated at the same or greater service levels as those maintained by Smurfit-Stone Container Corporation with regard to equipment and operating hours for a term of not less than ten (10) years. This service level is a condition of the conveyance of the premises from Smurfit-Stone Container Corporation and failure to maintain or exceed such service level may result in reversion of the property to ownership by Smurfit-Stone Container Corporation. See Exhibit B for service levels of Smurfit-Stone Container Corporation.

SECTION VI
LIENS

6.1 Tenant shall at all times keep the Premises free and clear of mechanics', materialmen's and other liens, and all charges, claims and encumbrances caused or created by Tenant or anyone claiming through or under Tenant.

6.2 Tenant shall permit Landlord and its agents to enter into and Premises at all reasonable times for the purpose of placing upon the Premises notices of non-responsibility for the claims of mechanics, materialmen, and/or contractors.

6.3 If any mechanic's or other lien shall at any time be filed against the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of filing of the same or, if Tenant shall desire to contest any such lien, Tenant shall furnish to Landlord security in the amount of the claim, plus costs and interest, or shall procure a bond of a reputable bonding company in said amount. The judgment of any court of competent

jurisdiction determining the validity and/or amount of any such lien shall be conclusive of such fact as between Landlord and Tenant.

6.4 If Tenant shall fail to discharge any lien or to provide Landlord discharge any such lien or claim of lien, and Tenant shall pay Landlord all amounts spent by Landlord, including costs, expenses and reasonable attorneys' fees, incurred by Landlord together with interest at the legal rate, which payment shall be made upon demand by Landlord.

SECTION VII INSURANCE

7.1 Tenant shall, at its cost and expense, obtain and maintain during the term of this Lease, public liability and property damage insurance adequate to protect Landlord and Tenant against liability for injury to or death of any person in connection with the use, operation or condition of the Premises, in an amount not less than \$500,000 for injury to, or death of, one person in any one accident, and in an amount not less than \$1,000,000 for injury to, or death of, more than one person in any one accident, and against liability for damage to property in an amount not less than \$50,000 for each occurrence. Tenant shall also obtain and maintain in effect insurance on all boilers and other pressure vessels, whether fired or unfired, located in the Premises and, if such pressure vessels are not covered by Tenant's extended coverage insurance, then such pressure vessel insurance shall be in an amount not less than \$50,000.

7.2 Tenant shall for the benefit of Landlord and Tenant, at its cost and expense, obtain and at all times during the term hereof maintain in effect, policies of insurance covering (i) the improvements on the real estate; (ii) plate glass; (iii) Tenant's fixtures, furnishings, equipment and inventory of merchandise located in the Premises; and (iv) all alterations, additions and changes made in or to the Premises during the term of this Lease by or on behalf of Tenant, which insurance shall provide protection to the extent of not less than eighty percent (80%) of the insurable value of all said items against any peril included under insurance industry practices in the State of Virginia within the classification "fire and extended coverage," together with insurance against vandalism, malicious mischief, and sprinkler leakage or other sprinkler damage. Tenant hereby waives any and all right of recovery against Landlord for any loss occurring to such items on account of fire or other casualty, and the aforesaid policies of insurance shall contain appropriate provision recognizing this release by Tenant and waiving all right of subrogation by the insurance carrier. The proceeds of such insurance, so long as this

Lease remains in effect, shall be used to repair or replace the items so insured in the event of loss on account of fire or other casualty.

7.3 All insurance policies required of Tenant hereunder shall be issued by reputable companies licensed to do business in the State of Virginia, and copies of such policies of such insurance or certificates evidencing such insurance will be delivered to Landlord by Tenant upon written request. No such policy shall be cancelable except after ten (10) days' written notice to Landlord. All such policies shall be written as primary policies and not contributing with, or in excess of, any coverage which Landlord may carry and shall cover and insure Landlord as an additional insured.

7.4 Tenant, as a material part of the consideration for Landlord's execution of this Lease, covenants with Landlord that Landlord shall not be liable for any loss, damage, claim of damage, liability, or expense, of any kind or for any damage or injury to persons or property during the term of this Lease from any cause whatsoever by reason of the use, occupation, and enjoyment of the Premises by Tenant, its officers, employees, agents, concessionaires, customers, invitees or licensees, and Tenant shall indemnify and hold harmless Landlord from all loss, damage, claim of damage, liability or expense whatsoever on account of any such damage or injury.

SECTION VIII FIRE AND CASUALTY DAMAGE

8.1 If the Premises shall be damaged by fire or other casualty, the damage to the Premises shall be repaired promptly by and at the cost and expense of Tenant, provided, Tenant determines that more than fifty percent (50%) of the Premises is not usable, then, in that event, Tenant shall have the option to terminate this Lease by giving Landlord, within thirty (30) days after the date of such damage, notice in writing of its intention to terminate this Lease. In the event of such termination, Tenant shall pay to Landlord the proceeds of the insurance on the improvements so damaged (but not on the furniture, fixtures and equipment).

SECTION IX DEFAULT

9.1 Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by Tenant and a breach of this Lease:

(a) If Tenant shall violate any covenant or agreement providing for the payment of rent and such violation shall continue for fifteen (15) business days.

(b) If Tenant shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors or take or attempt to take the benefit of any insolvency or Bankruptcy Act.

(c) If a receiver or trustee shall be appointed for the property of Tenant or to take possession of all or a substantial part of the property of Tenant, or of Tenant's leasehold interest.

(d) The vacation or abandonment of the Premises by Tenant.

(e) The attachment, execution or other judicial seizure of all or a substantial part of the assets of Tenant or Tenant's leasehold, where such an attachment, execution or seizure is not discharged within thirty (30) days.

(f) If Tenant shall be in default in fulfilling any of the other covenants and conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Landlord to Tenant, provided, such time within which Tenant is required to cure any such default shall be extended if Tenant is proceeding diligently and in good faith to cure any such default.

SECTION X CONDEMNATION

10.1 In the event that any portion of the property which is the subject of this Lease be the subject of condemnation to the extent that such condemnation would materially affect the use of the Premises by the Tenant, in Tenant's reasonable opinion, then this Lease shall be terminated and the rental payable hereunder shall be abated to the date of such termination in the event of the forcible leasing or condemnation of the Premises, or any part thereof, by any competent authority under right of eminent domain for any public or quasi-public use or purpose. In case of any such forcible leasing or condemnation, the award for the value of the land and building shall be distributed between Landlord and Tenant in accordance with their interest therein. Tenant, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for the improvements, the fixtures and other equipment installed by it.

SECTION XI
COMPLIANCE WITH LAW AND INDEMNIFICATION

11.1 Tenant shall promptly and at its sole expense execute and comply with all laws, rules, order, ordinances and regulations of the Town in which the Premises are located, or the State of Virginia, or the Federal Government, and of any department or bureau of any of them, and of any other governmental authority having jurisdiction over the Premises, the occupancy of such Tenants of the Premises or the business conducted by such Tenants thereon.

11.2 Tenant covenants and agrees that it will protect, save and keep Landlord harmless against any penalty or damage or charge imposed for any violation of any laws or ordinances occasioned by Tenant, its officers, employees, agents, subtenants, licensees or concessionaires.

SECTION XII
SHORT-FORM LEASE

12.1 Upon request of Landlord or Tenant, the parties hereto shall execute a short-form lease, have it properly acknowledged for the purpose of recording, and record same in the proper office in King William County. Such short-form lease shall have included therein such of the provisions hereof as may be requested by either of the parties, but shall not include the amount of rental payable hereunder. The cost of recording shall be shared equally by Landlord and Tenant.

SECTION XIV
NOTICES AND DEMAND

13.1 All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, addressed to Landlord or Tenant, respectively, at the following addresses, or to such other addresses as the parties may designate in writing from time to time:

LANDLORD

Town of West Point
c/o Trenton L. Funkhouser
Post Office Box 152
West Point, Virginia 22503

TENANT

Peninsula Metropolitan YMCA
c/o Danny Carroll
101 Long Green Blvd
Yorktown, Va. 23693

SECTION XV
GOVERNING LAW

14.1 This Lease shall be construed and governed by the laws of the State of Virginia. Should any provisions of this Lease and/or of its conditions be illegal or not enforceable under the laws of the said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties as though the said provisions had never been included.

SECTION XVI
ASSIGNMENT AND SUBLEASE

15.1 This lease may not be assigned or transferred and the premises may not be sublet, either in whole or in part by Tenant, without Landlord's prior written consent.

SECTION XVII
QUIET ENJOYMENT

16.1 Landlord covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease.

SECTION XVIII
WAIVER OF TRIAL BY JURY

17.1 Landlord and Tenant each agree to and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said Premises and/or any claim of injury or damage, and any statutory remedy.

SECTION XIX
CAPTIONS AND PRONOUNS

18.1 The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, or the intent of any provision thereof. The neuter singular pronoun shall be deemed to include the masculine, the feminine, and the plural.

SECTION XX
SUCCESSORS AND ASSIGNS

19.1 This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its heirs, devisees, personal representatives, successors and assigns, and shall inure to the benefit of and be binding upon Tenant, its successors and assigns, but as to assigns of Tenant, the benefits shall inure to such assigns only if the assignment has been consented to by Landlord.

SECTION XXI
NO ORAL MODIFICATIONS

20.1 This Lease contains the entire agreement between the parties hereto and no change, waiver or modification of the terms of this Lease shall be binding unless in writing and signed by all of the parties hereto. Landlord has made no representations except as set forth in this Lease.

SECTION XXII
SIGNS

21.1 Tenant may display signs and shingles identifying the property with the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, Landlord and Tenant have subscribed their names and affixed their seals, on the day and year first above written.

LANDLORD:

TOWN COUNCIL, WEST POINT
VIRGINIA

By: 
Town Manager

TENANT:

PENINSULA METROPOLITAN
YMCA

By: 
Chairman of the Board of Directors

EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land, together with all improvements thereon and all rights, privileges and appurtenances in anywise thereunto appertaining, situate, lying and being in the Town of West Point, King William County, Virginia, and bounded and described as follows:

Six (6) contiguous lots, identified on the tax maps of King William County, Virginia as tax parcels 63A3-5-222 Lots 222 223, 224; and 63A3-5-257 Lots 257, 258, 259.

63A3-5-222 Lots 222 223, 224:

All those certain three lots or parcels of land situated in the Town of West Point, King William County, Virginia, known and described as Lots 222, 223, 224 in Re-Subdivision "B" of Euclid Heights Subdivision of a part of the Taylor Tract as shown on plat thereof recorded in the Clerk's Office of King William County, Virginia, in Deed Book 30, page 310, and further more particularly shown and described upon plat of survey made by R. B. Cartwright, Certified Land Surveyor, October 6, 1965, recorded in the aforesaid Clerk's Office in Plat Book 8, Page 23, and upon which plat the said three lots are together bounded and described as follows: Beginning at a pin on the southerly corner of the intersection of King William Avenue and Pamunkey Avenue, thence S. 41° 00' E. along the southwesterly side of King William Avenue 160 feet to a pin; thence S. 49° 00' W. along the line of lot 225, 200 feet to a pin; thence N. 41° 00' W. along the lines of lots 257, 258 and 259, 160 feet to a pin on the southeasterly side of Pamunkey Avenue, thence N. 49° 00' E. along the southeasterly side of Pamunkey Avenue 200 feet to a pin, the point of beginning. The said lots are bounded on the Northeast by King William Avenue, on the Southeast by Lot 225, on the Southwest by Lots 257, 258, 259, and on the Northwest by Pamunkey Avenue.

63A3-5-257 Lots 257, 258, 259:

All those certain lots or parcels of land situated in the Town of West Point, King William County, Virginia, known and described as Lots 257, 258, 259 in Re-Subdivision "B" of Euclid Heights Subdivision of a part of the Taylor Tract as per plat recorded in the Clerk's Office of King William County, Virginia, in Deed Book 30, page 310, to which plat specific reference is hereby made for a more complete and accurate description of the property herein conveyed.

Being the same property conveyed to James B. Modr and Frances M. Modr, husband and wife, by Theodore Walter Skodzenski and Ethel Skodzenski, husband and wife, by deed dated February 11, 1985, recorded February 12, 1985, in the aforesaid Clerk's Office in Deed Book 156, page 465.

EXHIBIT B

Smurfit-Stone Service Levels

The Wellness Center building and grounds will continue to operate under the Management of the Peninsula Metropolitan YMCA in accordance with minimum service levels as agreed to by the Town of West Point and Smurfit-Stone Container Enterprises, Inc. as part of the Special Warranty Deed dated March 1, 2007 (Circuit Court Document #070001049) to include the following:

1. An exercise room including: free weights, weight machines and aerobic exercising equipment such as stationary bicycles, stair steppers and tread-mills.
2. An activities room for aerobics classes, dance classes, etc.
3. Locker and shower facilities for both men and women.
4. Hours of operation, at a minimum:
 - A) Open to members six (6) days/week
 - i. Monday, Wednesday & Friday for at least twelve (12) hours per day and opening no later than 5:30 a.m.
 - ii. Tuesday and Thursday for at least twelve (12) hours per day and closing no earlier than 7:00 p.m.
 - iii. Saturday for at least three (3) hours per day and opening no later than 8:00 a.m.

Second Agreement Extension

Whereas the Town of West Point (the "Town") and the Peninsula Metropolitan YMCA (the "YMCA") previously entered into an Agreement ("Original Agreement") for the YMCA to provide recreational services to the Town; and

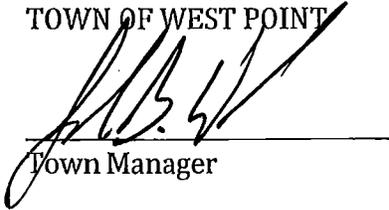
Whereas the Original Agreement commenced on January 1, 2007 for a term of five years; and

Whereas an Addendum to the Original Agreement was executed on June 25, 2012 for an additional term of five years; and

Whereas the Town and the YMCA seek to extend the Original Agreement for a second time so that the Original Agreement expires on March 31, 2027.

Now therefore, the Town and the YMCA agree that the Original Agreement shall be extended under the same terms and conditions as the Original Agreement, for the sum of \$40,000 per year, and shall expire on March 31, 2027 at midnight.

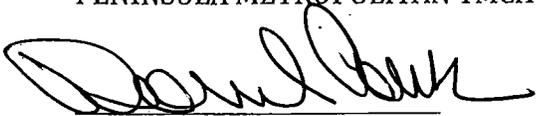
TOWN OF WEST POINT



Town Manager

Date: 3/28/17

PENINSULA METROPOLITAN YMCA



~~Chairman, Board of Directors~~
CEO

Date: 3/30/17

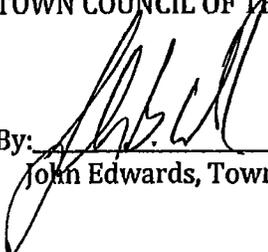
ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT, ("Addendum") made this 25th day of June, 2012, by and between THE TOWN OF WEST POINT ("Town"), and PENINSUAL METROPOLITAN YBCA ("YMCA").

WITNESSETH:

1. **Original Contract.** The parties have previously entered into and Agreement of Contract, ("Original Contract"), a copy of which is attached to this Addendum and whose terms are hereby expressly incorporated by reference.
2. **Extension of Original Contract.** The parties both seek to extend the Original Contract for a period of five (5) years until June 30, 2017.
3. **Contract Service Fee.** The Town shall pay a contract service fee in the amount of \$40,000 per year. The contract service fee shall be paid in monthly allotments (1/12th per month). The first payment will be payable on July 1, 2012 and continue through the term of this Addendum.
4. **Original Contract Terms.** All terms set forth in the Original Contract shall remain in full force and effect during the term of this Addendum.

TOWN COUNCIL OF THE TOWN OF WEST POINT

By: 

John Edwards, Town Manager

PENINSULA METROPOLITAN YMCA

By: 

Danny L. Carroll, Executive Director

AGREEMENT OF CONTRACT

THIS AGREEMENT OF CONTRACT (hereinafter AGREEMENT) made this 27th day of November 2006, by and between THE TOWN OF WEST POINT, VIRGINIA (hereinafter TOWN), and PENINSULA METROPOLITAN YMCA (hereinafter YMCA).

WITNESSETH:

- 1. Term of Agreement.** This Agreement begins at 12:01 a.m. on January 1, 2007 for a term of five years. The Agreement will be reviewed annually in June; the first review date will be June 2007.
- 2. Purpose.** The purpose of this agreement is to provide West Point recreational programs as set forth by the West Point Family YMCA board of directors. The YMCA will present annual program goals as part of an annual review process and will provide regular reports to Town Manager and the Town Council detailing the programs and participation in said programs upon request. Written reports shall be provided to the Town on a monthly basis during the first year of the term of this agreement; thereafter said reports shall be provided on quarterly basis in January, April, July and October of each year. The YMCA will promote its programs throughout the Town and will endeavor to provide programs and services to all that apply regardless of their ability to pay posted fees. Financial aid will be provided on a first come-first served basis. See Exhibit A for a list of sports programs that, at a minimum, shall be offered in West Point by the YMCA.
- 3. Contract Service Fee.** The Town shall pay a contract service fee in the amount of \$50,000 per year. The contract service fee shall be paid in monthly allotments (1/12th per month). The first payment will be payable on January 1, 2007 and continue through the term of this contract. Checks shall be made payable and mailed to West Point Family YMCA, P.O. Box 1526, West Point, VA. 23181
- 4. Occupancy.** YMCA shall be entitled to use Town-owned recreational facilities (hereinafter Premises) for its conduct of recreational programs, provided such use is clearly scheduled in advance. The YMCA shall also be entitled to use facilities (hereinafter Premises) owned by the West Point School Board; such use shall be negotiated and scheduled directly with the appropriate town and public school officials utilizing adopted regulations and policies. Such premises shall be occupied by the Peninsula Metropolitan YMCA and its duly authorized guests, clients and staff.
- 5. Maintenance.** The YMCA shall maintain the premises while being used in a safe and sanitary condition; dispose of all garbage, rubbish and waste in a clean, safe and legal manner, the storage of garbage on the premises being strictly prohibited; use and operate all plumbing fixtures and electrical fixtures properly; comply with all obligations imposed upon tenants by applicable provisions of housing, building and health codes; refrain, and forbid any other person from destroying, defacing, damaging or removing any part of the premises. The YMCA agrees to repair any Town-owned or School Board - owned property damaged during use by the YMCA and its program participants. The Town shall be responsible for dragging of infields, grass-cutting and other maintenance and repairs at outdoor recreational facilities.
- 6. Termination.** Either party may terminate this Agreement with or without cause by giving the other party notice in writing within ninety (90) days following the annual review date of this Agreement. Unless such notice is given, this Agreement shall be extended on an annual basis on the same terms within the initial term of five years. This Agreement shall terminate at the end of the initial five-year term unless extended in writing by both parties. Upon termination of the Agreement, YMCA agrees

to return the premises to the Town in good repair and in a clean and sanitary condition, except for ordinary wear and tear.

7. **Liabilities.** The YMCA assumes full responsibility for any and all damage to property caused by its use thereof and does further hereby covenant and agree to indemnify and save West Point Town Council and West Point School Board harmless from any and all claims by third parties for damage to property or persons which will in any way be caused by, or connected in any way with, such use of Town or school board property by the YMCA. The YMCA further covenants that it has in force the general liability insurance coverage described below, naming the Town of West Point as an additional insured and during the term of the Agreement and any renewal thereof will maintain such coverage in full force and effect in at least the amount of \$1,000,000.00 for each occurrence.

INSURANCE REPRESENTATIVE: C. Dwight West., III, CPCU
COMPANY: C.D. West and Company
ADDRESS: P.O. Box 12228
Newport News, VA 23606

TELEPHONE: (757) 873-1616

8. **Notice.** All notices required by this Agreement shall be provided in writing, mailed to the parties as follows:

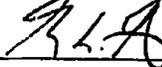
IF TO TOWN: Town Manager
P.O. Box 152
West Point, Virginia 23181

IF TO YMCA: Executive Director
101 Long Green Blvd.
Yorktown, Virginia 23693

Any such notice will be deemed to have been given at the time it is duly deposited in the United States Mail. Either address may be changed by the delivery of written notice to the other party.

9. **Parties Bound.** This Agreement of Contract and the promises and agreements it contains shall be binding on the respective heirs, successors, representatives, agents and assigns of the parties.
10. **Complete Agreement.** This Agreement of Contract is the complete and final agreement of Town and YMCA. This Agreement supersedes any oral or written agreements regarding these premises.

Town Council of the Town of West Point

By: 
Trenton L. Funkhouser, Town Manager

Peninsula Metropolitan YMCA

By: 
Danny L. Carroll, Executive Director

Exhibit A

In accordance with Section 2 of the Agreement, the YMCA will, at a minimum provide the following sports programs:

Soccer	Spring and Fall	Youth (6-15)	
Softball	Spring	Youth (6-15)	Female Teams
Basketball	Winter	Youth (6-15)	Male/Female Teams
Swimming	Summer Classes	Youth	

The Winter Basketball Leagues for 2007 will be operated by the Town of West Point until the end of the 2007 season.

Baseball and Football may be offered by the Tri-Rivers Youth Association. The YMCA shall provide a baseball program and may, at its discretion offer a football program during 2007 if the Tri-Rivers Youth Association does not offer such programs.

The number and types of programs may be expanded or increased by the YMCA at its discretion.

Programs shall not be terminated or reduced in scope as compared to similar programs offered by the Town during 2006 except by mutual agreement between the Town and YMCA.