

**Tazewell County Public Library  
Board of Trustees  
Regular Meeting  
Thursday, January 21, 2021, 3:30 PM  
Tazewell Library**

- I. Roll Call**
- II. Consideration of approving the agenda format- additions/deletions**
- III. Approval of October and November meeting minutes**
- IV. Director's Report**
- V. Financial Report**
  - a. As of December 31, 2020, the library had spent \$502,893.31, 46.29% of the annual budget.
  - b. As of December 31, 2020, the library had received \$3,877.03 in fines and fees.
- VI. Committee Reports**
  - a. Strategic Planning Committee
- VII. Unfinished Business**
  - a. Pocahontas expansion
    - i. Lease Agreement with HPI
- VIII. Executive/Closed Meeting – Pursuant to Virginia Code, Section 2.2-3711**
  - a. Personnel matter regarding Library Director
- IX. Return, Certification, Report of Action**
- X. New Business**
  - a. Meeting Room Policy revision
- XI. Public Comment**
- XII. Adjourn**

Next meeting is Thursday, February 18 at 3:30 in Tazewell.



**Meeting minutes of the Tazewell County Public Library Board of Trustees  
held at the Tazewell Library, 129 Main St., Tazewell, Va., October 8, 2020 at 3:30 p.m.**

**Present:** Regina Roberts, chair  
Karel Ryan, vice chair  
Mary Sue Dean, trustee  
Connie Bailey, trustee  
Michele Crigger, trustee  
Erica Hall, TCPL Director  
Cassie Ogle, TCPL Technical Services Librarian

**Absent:**

**Public attendees:** Maggie Asbury, Northern District Supervisor

**1. CALL TO ORDER:** Chair Roberts called the meeting to order at 3:45 p.m.

**2. CONSIDERATION OF APPROVING THE AGENDA FORMAT**

**ADDITIONS/DELETIONS:** Addition of letter submitted by Connie Bailey to be added to new business. Agenda accepted with addition.

**3. APPROVAL OF MINUTES:** A motion was made by Trustee Dean with a second by Trustee Ryan approve the September 17, 2020 meeting minutes as submitted. With all trustees present voting in favor of this and none opposed, the motion passed.

**4. RECOGNITION OF NEW TRUSTEE:** Michele Crigger from the Northern District was recognized and welcomed to the Library Board of Trustees.

**5. DIRECTOR'S REPORT:**

Foundation: The next meeting is October 27, 2020 at 10:00 am. They will be discussing a feasibility study for the Richlands Branch and a potential new member for the Board of Directors.

Friends of the Library: The FOL will be meeting next week via email. Recently approved purchases are benches for the front porch at the Richlands Branch, and a Cricut and a letter board for the Bluefield Branch.

Other: The carpeting in Bluefield will be cleaned over the weekend. The fire panel in Bluefield was replaced. We are in the process of getting quotes for replacing the outdoor lighting at Bluefield. We are contacting additional companies for quotes for flooring in Tazewell. The STAR program launches today and should be out to students by mid-November. We will be installing a new VOIP phone system at all three locations. We are currently advertising and interviewing for part-time positions. The library returned to full staff and hours on October 5<sup>th</sup>.

#### **6. FINANCIAL REPORT:**

- a. As of September 30, 2020, the library had spent \$244,580.99, 21.96% of the annual budget.
- b. As of September 30, 2020, the library had received \$2,811.49 in fines and fees.

#### **7. COMMITTEE REPORTS**

- a. Strategic Planning Committee – The next meeting is November 6, 2020 at 1:00. They will be discussing the mission statement, vision and values statements, and drafting goals. The following meeting will likely be in December or January. After the committee has finished developing the strategic plan, the Board of Trustees will need to review and approve.

#### **8. UNFINISHED BUSINESS**

##### Pocahontas:

- a. Bill of Sale: The Emma Yates Memorial Library Board approved the bill of sale. The use and retention of the historic items listed within the bill of sale is at the discretion of the library director. There was an addition of items to the bill of sale before approval which included a ladder and oil tank.
- b. Historic Pocahontas Lease: The proposed lease only allows use of the first floor of the building located at 129 Center Street. Previously the Emma Yates Memorial Library Board used the second floor for storage. Discussions with Historic

Pocahontas about the lease will continue with the expressed interest in using the second floor for storage for TCPL.

- c. Update to action plan provided by Director Hall.
- d. Emma Yates Memorial Library Board – The Emma Yates Memorial Library Board voted to dissolve on October 7, 2020, effective November 1, 2020. The remaining balance of their account (\$3,201.01) will be donated to the TCPL Friends of the Library to be used at the new TCPL Pocahontas location. A motion to acknowledge the donation was made by Trustee Ryan with a second by Trustee Dean. The motion passed with all in favor and none opposed.

#### COVID

- a. Leave policy submitted by Director Hall – A motion by Trustee Dean with a second by Trustee Ryan to approve the leave policy. The motion passed with all in favor and none opposed.
- b. Review of the Infectious Disease Preparedness Plan by Director Hall.

#### Logo

- a. Trustees made suggestions for edits of the new logo. The new logo was approved with suggested changes.

#### Board Self-Evaluation

- a. Trustees discussed requesting a representative from Library of Virginia for conducting a training either in person or through a virtual meeting. Discussed a meeting for TCPL staff to meet the members of the Board of Trustees. Interest was expressed for a training on how to network within the community.
- b. The evaluation of the Library Director was tabled until next meeting. Evaluation forms were distributed to Trustees and should be returned to Chair Roberts.

#### **9. NEW BUSINESS:**

Conflict of Interest Policy Letter – Trustee Bailey provided a letter to the Trustees regarding the conflict of interest policy. A request was made to add the item to the agenda for the next meeting.

**10. PUBLIC COMMENT:** Maggie Asbury spoke in favor of the transition of the former Emma Yates Memorial Library to a new TCPL Pocahontas location.

**11. ADJOURNMENT:** There being no further business, the meeting was adjourned by Chair Roberts at 5:23 pm.

The next regular meeting is scheduled for Thursday, November 19, 2020 at 3:30 pm at the Tazewell Library.

**Respectfully submitted,**

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**Cassie Ogle, Technical Services Librarian**

**Tazewell County Public Library Board of Trustees**

**Regular Meeting  
October 8, 2020  
Tazewell Library  
Tazewell, Va.  
3:30 p.m.**

**MEETING MATERIALS AND SUPPORTING DOCUMENTS**

- 1. Agenda**
- 2. DRAFT Minutes of September 17, 2020**
- 3. Director's Report**
- 4. Updated Action Plan for the TCPL Pocahontas location.**
- 5. Bill of Sale – Emma Yates Memorial Library**
- 6. TCPL Continuation of Operations (COOP) and Infectious Disease Preparedness Plan for Pandemics**
- 7. TCPL Pocahontas Branch Action Plan**



**Meeting minutes of the Tazewell County Public Library Board of Trustees held at the Tazewell Library, 129 Main St., Tazewell, Va., November 19, 2020 at 3:30 p.m.**

**Present:** Regina Roberts, chair  
Karel Ryan, vice chair  
Mary Sue Dean, trustee  
Connie Bailey, trustee  
Erica Hall, TCPL Director  
Cassie Ogle, TCPL Technical Services Librarian

**Absent:** Michele Crigger, trustee

**No members of the public were present.**

**1. CALL TO ORDER:** Chair Roberts called the meeting to order at 3:40 p.m.

**2. CONSIDERATION OF APPROVING THE AGENDA FORMAT**

**ADDITIONS/DELETIONS:** Agenda accepted as submitted.

**3. APPROVAL OF MINUTES:** A motion was made by Trustee Ryan with a second by Trustee Bailey review the minutes at the December 17, 2020 following a revision to the October 8, 2020 meeting minutes. With all trustees present voting in favor of this and none opposed, the motion passed.

**4. DIRECTOR'S REPORT:**

Foundation: The Foundation Board met on November 17, 2020 and agreed to move forward with the feasibility study of the current Richlands Branch building. A site selection study will be considered depending on the outcome of the feasibility study. Town of Richlands has applied for a grant to replace the siding and windows of the current Richlands Branch building.

Friends of the Library: The FOL are currently working on wrapping up 2020 spending and preparing a budget for 2021.

Programs: STAR program officially launched on November 18, 2020 giving digital access to students and teachers within the Tazewell County Public School system. Flat Santa program will have a printed Santa poster, donated by Clinch Valley Printing, that will travel to each TCPL location for a week in December. Parents can take a photo of their child with Flat Santa and free books are available for adults and children through a donation from Labor of Love. Children can write a letter to Santa and, in return, will receive a letter from Santa. Postage for Santa's letters was donated by the White family. Youth Services has partnered with Crab Orchard Museum to produce a video for their Frontier Christmas program. The outreach department is planning to take donated books to food pantries around the county. The outreach department is also working with the Branch Managers to develop a program for preserving the history around the documentation of local responses to COVID-19. The Girls Who Code program is on hold due to COVID-19 but the outreach department is looking into alternatives.

Staff: TCPL hired two new employees within the past month. The new part-time circulation specialist Mary Jones started on November 1<sup>st</sup> and the new technical services assistant Kara Pitts started on October 16<sup>th</sup>. Currently interviewing for the two additional open part-time circulation specialist positions. Returning to cohort schedule on November 30<sup>th</sup>.

Building: Director Hall is researching touchless faucet, toilet flush, and keyless entry options. Chair Roberts suggested to research UV air purifiers and air cleansing services. Continuing to get quotes for replacing the flooring in Tazewell. Installation of voice over IP phone system is nearly complete.

## **5. FINANCIAL REPORT:**

- a. As of October 31, 2020, the library had spent \$330,135.84, 30.39% of the annual budget.
- b. As of October 31, 2020, the library had received \$4,007.05 in fines and fees.
- c. TCPL received \$2,000 from CARES Act.

## 6. COMMITTEE REPORTS

- a. Strategic Planning Committee – The committee met on November 6, 2020 to discuss and decide on the mission and value statements. Members will work on developing value statements based on a set of key words. Staff members will also be asked to develop value statements. The next meeting is on January 13, 2021. When the committee has completed the strategic plan, it will be submitted to the Board of Trustees for review.

## 7. UNFINISHED BUSINESS

### Pocahontas:

- a. Bill of Sale: The bill of sale has been signed by both parties and is now complete.
- b. Historic Pocahontas Lease: A lease agreement between Historic Pocahontas and TCPL has not been agreed upon yet. Solutions regarding the building insurance are being discussed between the two parties. If no resolve can come between the two parties, another location may be considered. All negotiations and agreements between HPI and TCPL should take place in writing and be done through Director Hall. Trustee Ryan suggested an informal gathering with HPI and Pocahontas community members to build trust and to learn more about the history of Emma Yates.

### Conflict of Interest Statement/Policy

- a. Trustee Bailey presented a memo to open the discussion for revising the current conflict of interest statement/policy. Suggestion for revision is to expand the policy to include conflicts that go beyond strictly financial benefits to also include political, non-financial gains, or undue influence or vulnerability to influence from outside parties. Chair Roberts suggested a committee for developing an amended conflict of interest statement/policy. Trustee Bailey and Trustee Ryan agreed to serve as members of the subcommittee. An amended policy will be submitted at the January 21, 2021 meeting.

Board Self-Evaluation

- a. Suggestions from the results of the Board Self-Evaluation include doing a more thorough orientation, confining discussions to policies and not management issues, individual members can only enact authority during meetings, and touring all facilities at least once a year. Trustee Bailey suggested using a video for combining orientation and touring each location.

Board Self-Evaluation

- a. Trustees are working on evaluations and results will be reported at the December 17, 2020 meeting during executive session.

**8. NEW BUSINESS:**

No new business.

**9. PUBLIC COMMENT:**

No members of the public were present.

**9. ADJOURNMENT:** There being no further business, the meeting was adjourned by Chair Roberts at 5:35 pm.

The next regular meeting is scheduled for Thursday, December 17, 2020 at 3:30 pm at the Tazewell Library.

**Respectfully submitted,**

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**Cassie Ogle, Technical Services Librarian**

**Tazewell County Public Library Board of Trustees**

**Regular Meeting  
November 19, 2020  
Tazewell Library  
Tazewell, Va.  
3:30 p.m.**

**MEETING MATERIALS AND SUPPORTING DOCUMENTS**

- 1. Agenda**
- 2. DRAFT Minutes of October 8, 2020**
- 3. Director's Report**
- 4. Mission and Vision statements**
- 5. Value statement key words list**
- 6. Bill of Sale – Emma Yates Memorial Library**
- 7. Conflict of Interest Policy Memo**

**DRAFT**











Reference Department 2020-2021						
	Dec-20					
	<b>Tazewell</b>	<b>Bluefield</b>	<b>Richlands</b>	<b>Dec-20</b>	<b>Dec-19</b>	<b>% Change</b>
<b>Public Computer Sessions</b>	58	66	35	159	817	-80.5%
<b>WiFi</b>	198	60	109	367	947	-61.2%
<b>Website Hits</b>				1583	1729	-8.4%
<b>Facebook</b>						0.0%
<b>Total Likes</b>				1870	2488	-24.8%
<b>Likes</b>				10	17	-41.2%
<b>Unlikes</b>				4	8	-50.0%
<b>Posts/Comments</b>				46	51	-9.8%
<b>Daily Page Engaged Users (Engaged with Content)</b>				875	1354	-35.4%
<b>Daily Total Reach ( How Many Saw Content)</b>				17954	19571	-8.3%
<b>Database Usage</b>						
<b>Sessions</b>				85	110	-22.7%
<b>Searches</b>				88	260	-66.2%
<b>Retrievals</b>				136	678	-79.9%
<b>ILL</b>						
<b>Requested by TCPL</b>	0	0	0	0	1	-100.0%
<b>Lent to TCPL</b>	0	0	0	0	1	-100.0%
						0.0%
<b>Reference Questions</b>						0.0%
<b>Phone</b>		119	87		321	-100.0%
<b>Email</b>		0	0		0	0.0%
<b>Online Chat</b>		0	0		0	0.0%
<b>In-Person</b>		192	108		741	-100.0%
<b>Mail</b>		0	0		0	0.0%
<b>Book-a-Librarian</b>		0	0		0	0.0%
<b>Adult Programming</b>						
<b>Computer (Participants)</b>	0	0	0	0	0	0.0%
<b>Book Group (Participants)</b>	0	0	0	0	22	-100.0%
<b>Social (Participants)</b>	0	0	0	0	0	0.0%
<b>Gaming (Participants)</b>	0	0	0	0	6	-100.0%
<b>Crafting (Participants)</b>	0	0	0	0	7	-100.0%
<b>Informational (Participants)</b>	0	0	0	0	5	-100.0%
<b>General (Participants)</b>	0	0	0	0	0	0.0%
<b>Online (Participants)</b>	0	0	0	0	0	0.0%
<b>Computer</b>	0	0	0	0	0	0.0%
<b>Book Group</b>	0	0	0	0	7	-100.0%
<b>Social</b>	0	0	0	0	0	0.0%
<b>Gaming</b>	0	0	0	0	2	-100.0%
<b>Crafting</b>	0	0	0	0	2	-100.0%
<b>Informational</b>	0	0	0	0	1	-100.0%
<b>General</b>	0	0	0	0	0	0.0%
<b>Online</b>	0	0	0	0	0	0.0%
<b>Proctored Test</b>	0	0	0	0	26	-100.0%
<b>eNewsletter</b>						
<b>Total Subscribers</b>				723	673	7.4%
<b>New Subscribers</b>				1	5	-80.0%
<b>How Many People Opened Newsletter</b>				134	140	-4.3%
<b>How Many People Click on Links</b>				12	19	-36.8%
<b>Business Services</b>						
<b>Pages Notarized</b>	8	0	1	9	2	350.0%
<b>People Assisted</b>	2	0	1	3	2	50.0%



**Collection Development  
Materials Added  
2020-2021**

	Tazewell	Richlands	Bluefield	Total	CumTotal
<b>Books</b>					
Jul	87	48	45	180	180
Aug	21	19	13	53	233
Sep	53	60	14	127	360
Oct	99	101	91	291	651
Nov	242	189	192	623	1274
Dec	33	29	37	99	1373
Jan				0	1373
Feb				0	1373
Mar				0	1373
Apr				0	1373
May				0	1373
Jun				0	1373
<b>Total</b>	<b>535</b>	<b>446</b>	<b>392</b>	<b>1373</b>	

	e-Resources	e-Books	e-Audiobooks	Total	CumTotal
Jul		27	8	35	35
Aug		68	6	74	109
Sep		52	29	81	190
Oct		0	0	0	190
Nov		0	0	0	190
Dec		0	0	0	190
Jan				0	190
Feb				0	190
Mar				0	190
Apr				0	190
May				0	190
Jun				0	190
<b>Total</b>		<b>147</b>	<b>43</b>	<b>0</b>	<b>190</b>

				Total	CumTotal
<b>Audio</b>					
Jul	4	4	4	12	12
Aug	0	0	0	0	12
Sep	0	0	0	0	12
Oct	3	3	2	8	20
Nov	7	5	7	19	39
Dec	0	0	0	0	39
Jan				0	39
Feb				0	39
Mar				0	39
Apr				0	39
May				0	39
Jun				0	39
<b>Total</b>	<b>14</b>	<b>12</b>	<b>13</b>	<b>39</b>	

	Kits etc.	Kits	Board Games	Total	CumTotal
Jul		0	0	0	0
Aug		0	0	0	0
Sep		0	0	0	0
Oct		0	0	0	0
Nov		0	0	0	0
Dec		0	0	0	0
Jan				0	0
Feb				0	0
Mar				0	0
Apr				0	0
May				0	0
Jun				0	0
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

				Total	CumTotal
<b>DVD</b>					
Jul	0	0	0	0	0
Aug	0	0	0	0	0
Sep	0	0	1	1	1
Oct	10	12	9	31	32
Nov	9	8	8	25	57
Dec	22	18	18	58	115
Jan				0	115
Feb				0	115
Mar				0	115
Apr				0	115
May				0	115
Jun				0	115
<b>Total</b>	<b>41</b>	<b>38</b>	<b>36</b>	<b>115</b>	

		Total	CumTotal
<b>Withdrawals</b>			
Jul	302	302	302
Aug	154	154	456
Sep	25	25	481
Oct	201	201	682
Nov	45	45	727
Dec	444	444	1171
Jan		0	1171
Feb		0	1171
Mar		0	1171
Apr		0	1171
May		0	1171
Jun		0	1171
<b>Total</b>	<b>1171</b>	<b>1171</b>	

Total In Collection:	Items	Bibs
Jul	126,581	98,290
Aug	126,595	98,292
Sep	126,798	98,448
Oct	126,854	98,553
Nov	127,508	99,061
Dec	127,047	98,811
Jan		
Feb		
Mar		
Apr		
May		
Jun		

	DVD's	Books	Audio	Cover & Laminate	Total	CumTotal
Repairs						
Jul	0	9	0	5	14	14
Aug	0	14	0	0	14	28
Sep	0	0	0	0	0	28
Oct	0	20	0	11	31	59
Nov					0	59
Dec					0	59
Jan					0	59
Feb					0	59
Mar					0	59
Apr					0	59
May					0	59
Jun					0	59
<b>Total</b>	<b>0</b>	<b>43</b>	<b>0</b>	<b>16</b>	<b>59</b>	



## **LEASE AGREEMENT**

This **LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of January, 2021, by and between HISTORIC POCAHONTAS, INC., a Virginia non-stock corporation (hereafter, "Landlord"), and the TAZEWELL COUNTY PUBLIC LIBRARY, a library established pursuant to Section 42.1-33 *et seq.* of the Code of Virginia (1950), as amended (hereafter, "Tenant").

### **RECITALS**

- (1) Landlord is the sole owner of the Premises described below, and desires to lease the Premises for governmental, non-proprietary purposes, namely the operation of a public library.
- (2) Tenant desires to lease the Premises for governmental, non-proprietary purposes, namely the operation of a public library.
- (3) The parties desire to enter this *Lease Agreement* defining their rights, duties, and liabilities relating to the Premises.

In consideration of the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

### **SECTION ONE** **DESCRIPTION OF PREMISES**

Landlord hereby leases to Tenant the first floor of the physical building known as the "Emma Yates Memorial Library", being approximately one thousand, four hundred fifty square feet (1,450 sq. ft.), located at the following address: Emma Yates Memorial Library, 179 Centre Street, Pocahontas, VA 24635, Tax Map No. 006A2A 0043, as described fully in "Exhibit A", attached hereto (hereafter, "the Premises").

Landlord agrees to provide additional storage area on the second floor of the physical building, should said area become available. Should this area be unavailable, Landlord agrees to provide additional storage at Landlord's Pocahontas Fuel office building.

There shall be a list of items attached to this *Lease Agreement* depicting items owned by Landlord which shall remain upon the first floor the Premises for Tenant to display in the public library. That list is attached hereto as "Exhibit B".

**SECTION TWO**  
**PURPOSE**

Tenant shall use the demised premises for governmental, non-proprietary purposes, namely the operation of a public library. Tenant shall comply with all applicable federal, state, and local governmental regulations affecting Tenant's business operations and occupancy of the Premises in all manners.

**SECTION THREE**  
**TERM OF LEASE**

The term of the lease shall be for one (1) year, commencing January 1, 2021 and terminating December 30, 2021. Should the parties desire to renew this *Lease Agreement*, Landlord and Tenant shall give the other written notice of its intent to renew the *Lease Agreement* for a subsequent one (1) year term within thirty (30) days of the expiration of the then-current *Lease Agreement*. Such written notices shall be incorporated as part of the then-current *Lease Agreement*.

#### **SECTION FOUR** **RENTAL COSTS**

Tenant shall pay Landlord rent in monthly payments of One Dollar (\$1.00), payable monthly in advance on or before the first (1<sup>st</sup>) day of each month during the term. In the event that the term does not begin on the first (1<sup>st</sup>) day of the month, or end on the last day of the month, the first (1<sup>st</sup>) and/or last monthly rental payment shall be prorated. Tenant agrees to leave unto Landlord any structural improvements classified as being of a permanent nature upon Tenant's vacation of the premises.

#### **SECTION FIVE** **DAMAGES**

Tenant shall be liable for the costs of all damages caused only by the willful acts of Tenant, and there will be no abatement of rent or termination of this lease for these damages. In addition to the other provisions of this *Lease Agreement*, Tenant agrees:

- (A) To comply with all applicable federal, state, and local laws, including common law, ordinances, or regulations of any governmental body having jurisdiction over the Premises.
- (B) Not to damage any part of the Premises.
- (C) Not to permit any trade or occupation that is unlawful or any activity which would create a hazard upon the Premises, or which would adversely affect any insurance on the Premises.
- (D) Not to permit any employee, agent, customer, or visitor of Tenant to violate any obligation of Tenant under this *Lease Agreement*.

**SECTION SIX**  
**UTILITIES**

Landlord warrants that utility services are available for Tenant, including but not limited to, electricity, telephone, cable, internet, water, sewer, and garbage/rubbish services. Landlord shall grant all necessary and reasonable easements to utility service providers to facilitate installation, maintenance, and repairing of utility services required by Tenant. Tenant shall contract for all utility services required on the Premises in the name of Tenant, and shall be liable for payment of all utility services received as payment for said services becomes due.

**SECTION SEVEN**  
**TAXES**

Landlord shall be responsible for all real property taxes and assessments levied on the Premises, if applicable.

**SECTION EIGHT**  
**ASSIGNMENT AND SUBLEASE**

Tenant shall not assign this lease or sublet the Premises to another party without the express written approval of Landlord, which discretion may not be unreasonably withheld. Tenant shall not in any way encumber the Premises.

**SECTION NINE**  
**REPAIRS, ALTERATIONS, AND MODIFICATIONS**

Landlord shall be responsible for all repairs to the exterior of the building; all repairs necessitated by workmanship in the construction of the building; and all repairs necessitated by casualty losses covered by casualty insurance as provided herein.

Tenant shall be responsible for all repairs to the accesses and entrances of the building; and all repairs required as a result of the willful acts of Tenant or its agents. All normal interior maintenance of the Premises, such as cleaning, will be the responsibility of Tenant. Tenant shall not alter or modify the Premises.

## **SECTION TEN INSURANCE**

Landlord warrants that all required insurance premiums on the Premises in a sufficient amount to cover the entire building, including improvements, have been paid for a period of one (1) year, ending October 31, 2021, such proof having been provided to Tenant. Landlord and Tenant agree to negotiate in good faith regarding said insurance on the Premises beyond October 31, 2021, which shall be concluded and evidenced by a written agreement between both parties on or before October 15, 2021. Any agreement reached between Landlord and Tenant regarding said insurance shall be incorporated herein as a written Addendum to this paragraph. Such agreement shall be a condition precedent for exercising any renewals under Section Three herein.

Tenant shall provide insurance on Tenant's personal property located in the Premises in a sufficient amount to cover the entirety of Tenant's personal property, at the expense of Tenant. Tenant shall further maintain a general liability insurance policy naming Landlord as an insured with policy limits of no less than One Million Dollars (\$1,000,000.00), and provide Landlord proof of such insurance.

The premiums paid by Tenant on any insurance obtained by Tenant shall not be considered as additional rent under this lease.

**SECTION ELEVEN**  
**EXAMINATION OF PREMISES**

Tenant has examined the Premises prior to execution of this *Lease Agreement* and hereby acknowledges that the Premises is in satisfactory condition at the time Tenant enters into possession of the Premises. Landlord warrants that the condition of the Premises is in suitable condition for the purposes of Tenant described herein, and further described below, namely the operation of a public library.

**SECTION TWELVE**  
**DEFAULT AND FORFEITURE**

Landlord may, on default with respect to any of the provisions of this lease by Tenant, provide Tenant with written notice of any breach of the terms or conditions of this *Lease Agreement*, and Tenant shall then have thirty (30) days to either correct the condition, or commence corrective action if the condition cannot be corrected in thirty (30) days. If the condition cannot be corrected in thirty (30) days, Tenant shall have a reasonable time to complete the correction provided corrective efforts are commenced promptly. Landlord may elect to enforce the terms and conditions of this *Lease Agreement* by any other method available under the provisions of the lease or by law.

**SECTION FOURTEEN**  
**DEFAULT OR BREACH**

Each of the following events shall constitute a default or breach of this lease by Tenant:

- (A) If Tenant shall fail to perform or comply with any of the conditions of this *Lease Agreement*, and if the nonperformance shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; or, if the performance cannot be reasonably had within the thirty (30) day period, Tenant shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
- (B) If Tenant shall vacate or abandon the Premises.
- (C) If the lease hereunder granted shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.
- (D) If Tenant fails to take possession of the Premises on the term commencement date, or within thirty (30) days after written notice that the demised premises are available for occupancy, if the term commencement date is not fixed herein or shall be deferred as herein provided.

**SECTION FIFTEEN**  
**EFFECT OF DEFAULT**

In the event of any default hereunder, as set forth in Section Fourteen, the rights of Landlord shall be as follows:

- (A) Landlord shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Tenant hereunder, by giving to Tenant not less than ninety (90) days' written notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

- (B) Landlord may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term, or condition required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.
- (C) Landlord may reenter the premises upon thirty (30) days' written notice to Tenant. After reentry, Landlord may terminate the lease on giving ninety (90) days' written notice of termination to Tenant. Without the notice, reentry will not terminate the lease. On termination, Landlord may recover from Tenant all actual damages resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term.
- (D) After re-entry, Landlord may re-let the Premises or any part thereof for any term without terminating the lease, at the rent and on the terms as Landlord may choose. Landlord may make alterations and repairs to the Premises. The duties and liabilities of the parties if the Premises are re-let as provided herein shall be as follows:

- (1) Landlord shall be liable for all expenses of the re-letting, and for the alterations and repairs made. Tenant shall be responsible for a reasonable difference between the rent received by Landlord under the new *Lease Agreement* and the rent installments that are due for the same period under this lease.
- (2) Landlord shall be required to apply the rent received from re-letting the Premises (1) to reduce the indebtedness of Tenant to Landlord under the lease, not including indebtedness for rent; (2) to expenses of the re-letting and alterations and repairs made; (3) to rent due under this lease; or (4) to payment of future rent under this lease as it becomes due.
- (3) If the new Tenant does not pay a rent installment promptly to Landlord, and the rent installment has been credited in advance of payment to the indebtedness of Tenant other than rent, or if rentals from the new Tenant have been otherwise applied by Landlord as provided for herein and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, Tenant shall pay Landlord the deficiency, separately for each rent installment deficiency period, and before the end of that period. Landlord may at any time after a re-letting terminate the lease for the breach on which Landlord had based the reentry and subsequently re-let the premises.

#### **SECTION SIXTEEN REMEDIES OF LANDLORD**

Any and all remedies provided to Landlord for the enforcement of the provisions of this *Lease Agreement* are cumulative and not exclusive, and Landlord shall be entitled to pursue either the rights enumerated in this *Lease Agreement*, remedies authorized by law, or both. Tenant shall not be liable for any costs or expenses incurred by Landlord in enforcing any terms of this lease, or in pursuing any legal action for the enforcement of Landlord's rights.

**SECTION SEVENTEEN**  
**LANDLORD'S REPRESENTATIONS AND WARRANTIES**

Landlord represents, warrants, and agrees as follows:

- (A) Landlord is the fee simple owner of the Premises and Tenant, upon paying the rent and all other charges provided for herein and observing and keeping the agreements and obligations under this *Lease Agreement* on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term without hindrance of Landlord or any other person.
- (B) Landlord has not violated, nor received notice of any alleged violation of, any restrictions covering the Premises or any zoning, building, or other laws.
- (C) Landlord has no knowledge of any applicable zoning ordinances or use restrictions that would interfere with or prevent the use of the Premises for Tenant's intended use.
- (D) There are no delinquent charges owed by Landlord for any utility service supplied to the Premises.
- (E) Landlord has no knowledge of any defects in any buildings, structures, or improvements located on the Premises, including, but not limited to, any defects in the foundations, walls, roof, heating, ventilating and air conditioning systems, water and sewage systems, electrical system, gas lines, fixtures, and equipment. All equipment is in working order with all safety guards and equipment intact in accordance with the manufacturer's design specifications.
- (F) Landlord has not received notice of the existence of or the intention to create assessments affecting the Premises, or of condemnation or other exercise of the power of eminent domain.

- (G) All structures on the Premises lie fully within the confines of the Premises; there are no encroachments on or from the Premises or any easement; and no encroachment of any adjacent properties is necessary to permit the full enjoyment of the Premises.
- (H) There are no rights of possession or use of the Premises outstanding in third persons by reason of unrecorded leases, land contracts, sale contracts, options, or other documents.
- (I) There are no mortgages, judgment liens, pending suits, security interests, tax liens, or other encumbrances of any nature affecting the Premises except as previously disclosed in writing to Tenant.
- (J) Landlord represents and warrants as of the commencement date that, to the best of Landlord's knowledge:
  - (1) There are no underground or aboveground storage tanks located on the Premises and no underground or aboveground tanks were ever located on the Premises;
  - (2) Landlord has not violated in any material respect, or in any manner that would require clean up, reporting or remediation, any environmental laws with respect to the Premises;
  - (3) No environmental contamination of the Premises exists;
  - (4) No asbestos-containing materials, urea formaldehyde foam insulation or polychlorinated biphenyls are located on the Premises; and

- (5) No other regulated materials are located on, in, under, around, or above the Premises except regulated materials stored, handled, and disposed of in accordance with applicable laws and the manufacturer's instructions.

**SECTION EIGHTEEN**  
**END OF TERM**

At the end of this lease, Tenant will promptly quit and surrender the Premises, in good order and repair, excepting ordinary wear and tear, events of casualty and condemnation and maintenance, and repair and replacement work for which Landlord is responsible. Tenant shall remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Premises.

**SECTION NINETEEN**  
**NOTICES**

All notices given under this *Lease Agreement* shall be in writing and addressed to the parties at the addresses as follows:

**LANDLORD:** HISTORIC POCAHONTAS, INC.  
124 East Water Street, P.O. Box 398  
Pocahontas, VA 24635

**TENANT:** TAZEWELL COUNTY PUBLIC LIBRARY  
129 Main Street, P.O. Box 929  
Tazewell, VA 24651

**SECTION TWENTY  
INDEMNIFICATION**

Landlord hereby covenants and agrees to:

- (A) Waive any and all claims against Tenant by all third parties which may arise from Tenant's governmental, non-proprietary purposes relating to the operation of a public library; and
- (B) Indemnify and hold harmless Tenant from all claims, including any claims of negligence or premises liability, which may arise from Tenant's governmental, non-proprietary purposes relating to the operation of a public library;

**SECTION TWENTY-ONE  
SEVERABILITY**

The invalidity or unenforceability of any provision of this Lease Agreement shall not affect or impair any other provision, and all other provisions shall remain in full force and effect.

**SECTION TWENTY-TWO  
MISCELLANEOUS**

All negotiations, considerations, representations and understandings between the parties are incorporated herein and may be modified or altered only by an agreement in writing between the parties. Landlord does not, in any way or for any purpose, become a partner of the Tenant in the conduct of Tenant's business, or otherwise, or joint venture or a member of a joint enterprise with Tenant by virtue of the lease herein. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be but one and the same document.

The terms of this *Lease Agreement* constitute the entire agreement between the parties. Any previous agreements oral or written are null and void upon execution of this lease and shall be deemed merged into this lease. Any modification of this lease shall be in writing executed in like manner as this lease. The law of the Commonwealth of Virginia shall govern the terms of this *Lease Agreement*. The forum for disputes arising from this *Lease Agreement* shall be the Tazewell County Circuit Court.

**WITNESS** the following signatures and seals:

\_\_\_\_\_  
\_\_\_\_\_  
HISTORIC POCAHONTAS, INC.

**COMMONWEALTH of VIRGINIA,  
COUNTY of TAZEWELL, to-wit:**

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for the jurisdiction aforesaid by \_\_\_\_\_, on behalf of Historic Pocahontas, Inc., the Landlord herein, whose identity was satisfactorily proven before me on this \_\_\_\_\_ day of January, 2021.

My Commission Expires: \_\_\_\_\_  
My Notary Registration No.: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
ERICA HALL – Director  
TAZEWELL COUNTY PUBLIC LIBRARY

**COMMONWEALTH of VIRGINIA,  
COUNTY of TAZEWELL, to-wit:**

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in and for the jurisdiction aforesaid by Erica Hall, Director of the Tazewell County Public Library, the Tenant herein, whose identity was satisfactorily proven before me on this \_\_\_\_\_ day of January, 2021.

My Commission Expires: \_\_\_\_\_  
My Notary Registration No.: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Approved as to Form:

\_\_\_\_\_  
Chase D. Collins, Esq.  
Tazewell County Attorney

