



City Council  
Kevin Mumpower, Mayor  
Kevin Wingard, Vice Mayor  
Anthony Farnum, Council Member  
Bill Hartley, Council Member  
Neal Osborne, Council Member



BRISTOL, VIRGINIA CITY COUNCIL  
300 Lee Street, Bristol, Virginia 24201  
April 9, 2019

**6:00pm**

Call to Order  
Moment of Silence  
Pledge of Allegiance

- A. Mayor's Minute and Council Comments
- B. City Manager's Comments
- C. Matters to be Presented by Members of the Public- Non-Agenda Items.

**REGULAR AGENDA**

*(Planning Commission Call to Order)*

1. Consider Proclamation in Support of National Library Week.
  - a. Staff Report
  - b. Public Comments
  - c. Reading of Proclamation
  - d. Council Motion and Second
  - e. Council Discussion
  - f. Roll Call
2. Consider a Joint Public Hearing With Planning Commission on Proposed Future Land Use Map Revisions to Comprehensive Plan.
  - a. Open Hearing/*Planning Commission Open Hearing*
  - b. Staff Comment
  - c. Public Comment
  - d. Close Hearing/*Planning Commission Close Hearing*
3. Consider a Joint Public Hearing with Planning Commission on Special Exception application #02-2019 from Kilo Delta LLC for 200 Bob Morrison Boulevard (Tax Map #25-7-13-D) for the installation of a concrete block making operation in M-1 zone.
  - a. Open Hearing/*Planning Commission Open Hearing*

- b. Staff Comment
- c. Public Comment
- d. Close Hearing/*Planning Commission Close Hearing*

*(Planning Commission to Take Action on Special Exception Application #02-2019, then adjourn).*

4. Consider a Public Hearing on the Sale of City-Owned Property at 321 Lee Street.
  - a. Open Hearing
  - b. Staff Comment
  - c. Public Comment
  - d. Close Hearing
  
5. Consider a Public Hearing on an Ordinance to Convey Lots 26, 27, 28, and 29 at The Falls, Phase III to the Industrial Development Authority of Bristol, Virginia.
  - a. Open Hearing
  - b. Staff Comment
  - c. Public Comment
  - d. Close Hearing
  
6. Consider Approval of Offer Received on 321 Lee Street.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second
  - d. Council Discussion
  - e. Roll Call
  
7. Consider First Reading of an Ordinance to Convey Lots 26, 27, 28, and 29 at The Falls, Phase III to the Industrial Development Authority of Bristol, Virginia.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second for First Reading of Ordinance
  - d. Council Discussion
  - e. Roll Call
  
8. Report from Treasurer's Office on Delinquent Tax Collections.
  
9. Presentation of City Manager's Fiscal Year 2019-2020 Recommended Budget.
  
10. Consider Resolution Establishing the FY19-20 Real Property Tax Rate.
  - a. Staff Report
  - b. Public Comments
  - c. Reading of Resolution
  - d. Council Motion and Second
  - e. Council Discussion
  - f. Roll Call

CONSENT AGENDA

- 11. 11.1 Consider Approval of Minutes  
March 12, 2019  
March 16, 2019  
March 23, 2019

11.2 Consider Multi-Street Closure for the Run for Phil 5k on May 25, 2019

11.3 Consider Street Closure for the annual Creative Learning Center Carnival for May 9, 2019; Rain date of May 13.

11.4 Consider Street Closures for annual Border Bash events.

11.5 Consider Street Closure Request for the 2019 Sounds of Summer Concert Series.

11.6 Consider a supplemental appropriation of \$744,845 to the FY19 Budget per the Items Listed Below.

Police Department

Appropriate recovered costs to Education & Training.

Expenditure	4-001-31010-5540	Education & Training	\$645
Revenue	3-001-19010-0009	Recovered Costs-Police	\$645

Appropriate a donation received to Clothing & Personal Supplies.

Expenditure	4-001-31010-6011	Clothing & Personal Supplies	\$200
Revenue	3-001-18040-0001	Donations & Gifts-Police Dept.	\$200

Street & Engineering Division

Appropriate VDOT primary extension funding.

Expenditure	4-001-41010-3315	Primary Extension Funding	\$144,000
Revenue	3-001-24030-0078	VDOT-Primary Extension Impr.	\$144,000

Capital Projects Fund – Lee Highway Widening Phase 2

Appropriate additional VDOT funds for Lee Highway Widening Phase 2. This project is 100% VDOT funded.

Expenditure	4-009-95755-8112	Other Improvements or Const.	\$600,000
Revenue	3-009-24030-0101	VDOT Lee Hwy Widening Phase 2	\$600,000

D. Adjournment

# ***A PROCLAMATION DESIGNATING APRIL 7-13, 2019 AS NATIONAL LIBRARY WEEK***

***WHEREAS***, today's libraries are not just about books but what they do for and with people; and

***WHEREAS***, libraries of all types are at the heart of cities, towns, schools, and campuses; and

***WHEREAS***, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect; and

***WHEREAS***, libraries and librarians build strong communities through transformative services, programs, and expertise; and

***WHEREAS***, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy; and

***WHEREAS***, libraries promote civic engagement by keeping people informed and aware of community events and issues; and

***WHEREAS***, librarians and library workers partner with other civic organizations to make sure their community's needs are being met; and

***WHEREAS***, libraries and librarians empower their communities to make informed decisions by providing free access to information; and

***WHEREAS***, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities;

***WHEREAS***, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

***NOW, THEREFORE***, be it resolved that the Cities of Bristol, Tennessee and Bristol, Virginia proclaim National Library Week, April 7-13, 2019.

***This 2<sup>nd</sup> day of April, 2019.***

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Margaret Feierabend, Mayor  
Bristol, Tennessee

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Kevin Mumpower, Mayor  
Bristol, Virginia



**BRISTOL, VIRGINIA CITY COUNCIL**  
**AGENDA ITEM SUMMARY**  
**Item #2**

Meeting Date: April 9, 2019

Department: Planning/Community Development

Bulk Item: Yes  No

Staff Contact: Sally Morgan, City Planner

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**AGENDA ITEM WORDING:**

Joint Public Hearing With Planning Commission on Proposed Future Land Use Map Revisions to Comprehensive Plan

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**ITEM BACKGROUND:**

The Comprehensive Plan was adopted in March 2017 with the stipulation that it be reviewed on an annual basis. Last year, the Commission reviewed the implementation matrix in terms of current actions being implemented and provided a summary report to the City Council along with the regular annual report from the Commission. This year, city staff is recommending some revisions to the Future Land Use Map which is an integral part of the plan. The proposed revisions have been reviewed and revised by the Planning Commission and are now ready for public comment. Any change to the adopted Comprehensive Plan requires a joint public hearing prior to recommendation and adoption.

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**PREVIOUS RELEVANT ACTION:**

- March 28, 2017 - Comprehensive Plan adopted by City Council
- August 20, 2018 – Planning Commission approved Comp Plan Review report
- February 19, 2019 Meeting and March 4, 2019 Planning Commission Work Sessions – Possible Future Land Use Map Changes
- March 18, 2019 – Planning Commission voted to forward the proposed changes to the City Council for a joint public hearing

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**STAFF RECOMMENDATION:**

No action needed for this meeting. Public hearing only.

The Planning Commission will consider its recommendation at its April 15 regular meeting.

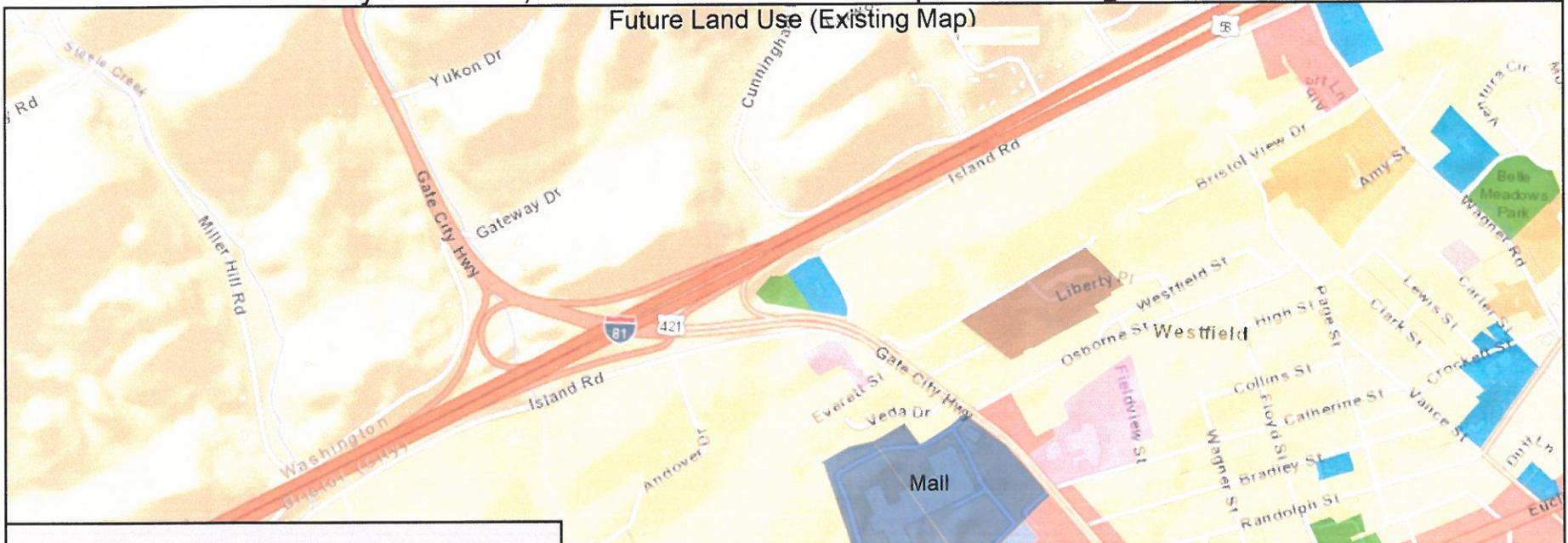
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**ATTACHMENTS:**

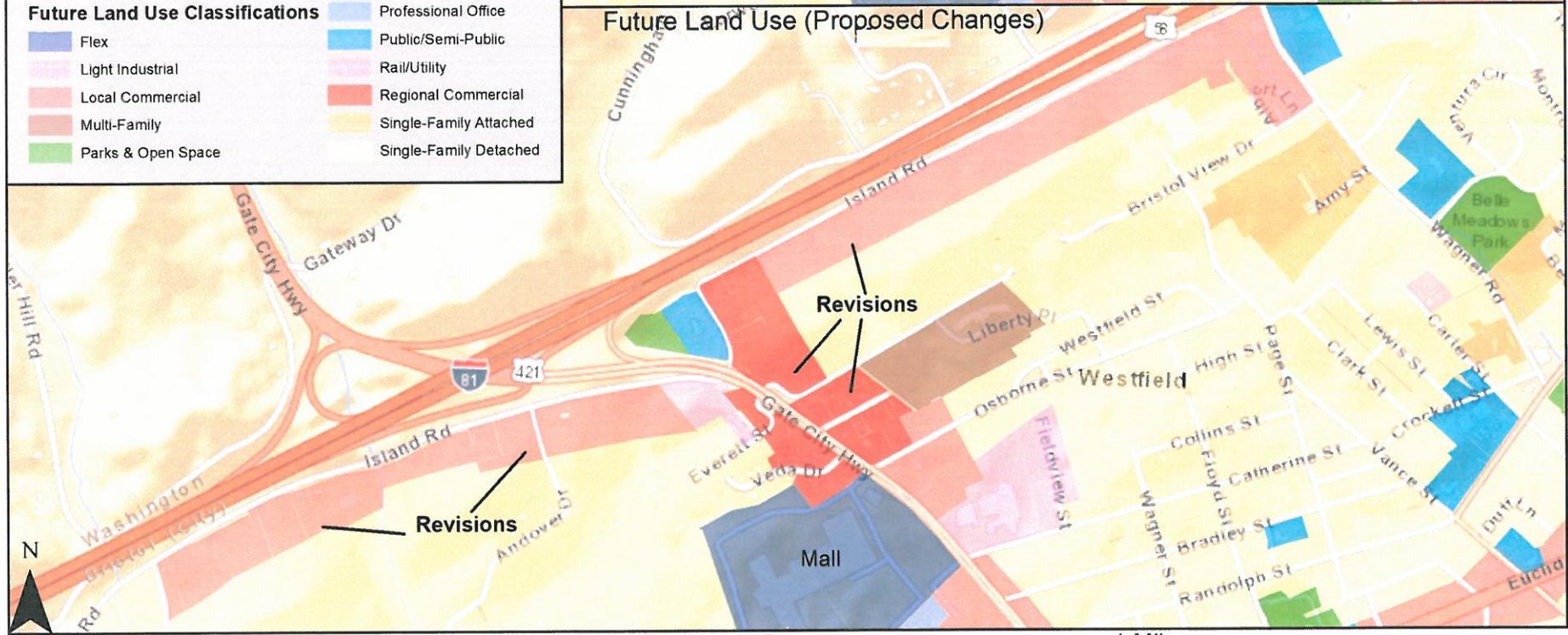
Six maps showing proposed changes to Future Land Use Map

# City of Bristol, VA Future Land Use Proposed Changes: Exit 1

Future Land Use (Existing Map)

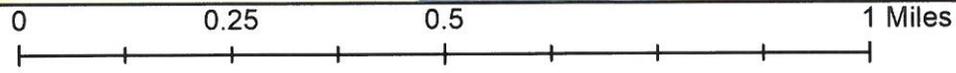


Future Land Use (Proposed Changes)



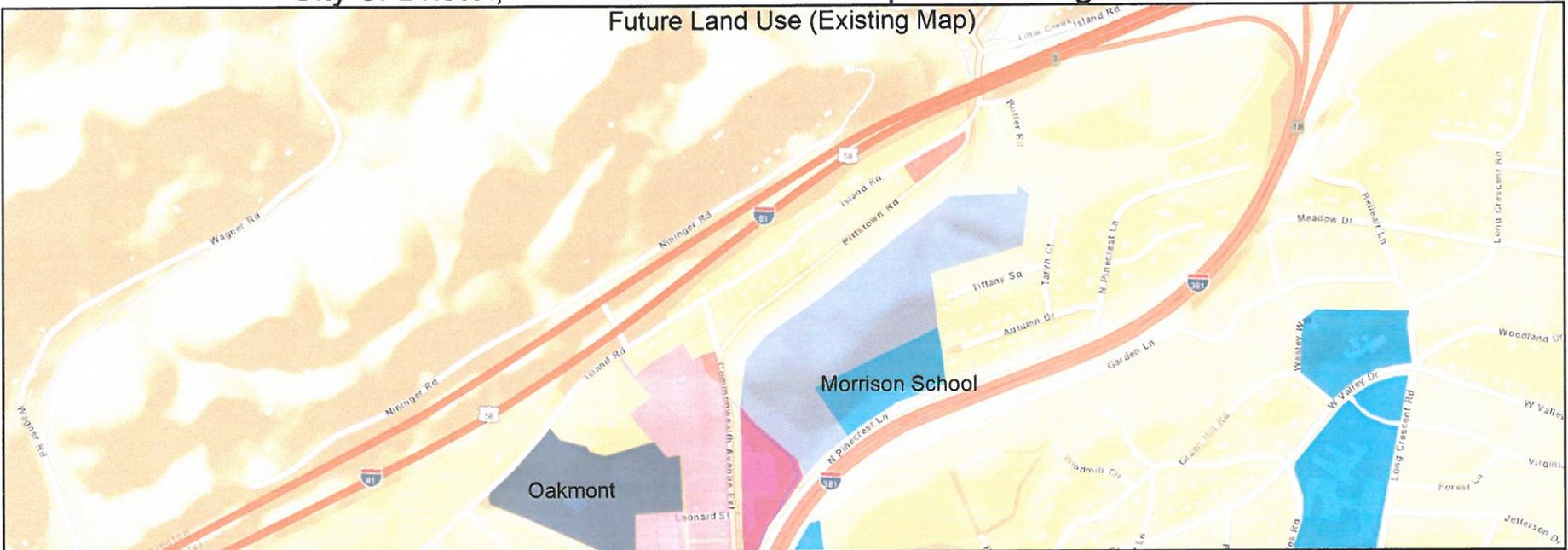
**Future Land Use Classifications**

Flex	Professional Office
Light Industrial	Public/Semi-Public
Local Commercial	Rail/Utility
Multi-Family	Regional Commercial
Parks & Open Space	Single-Family Attached
	Single-Family Detached

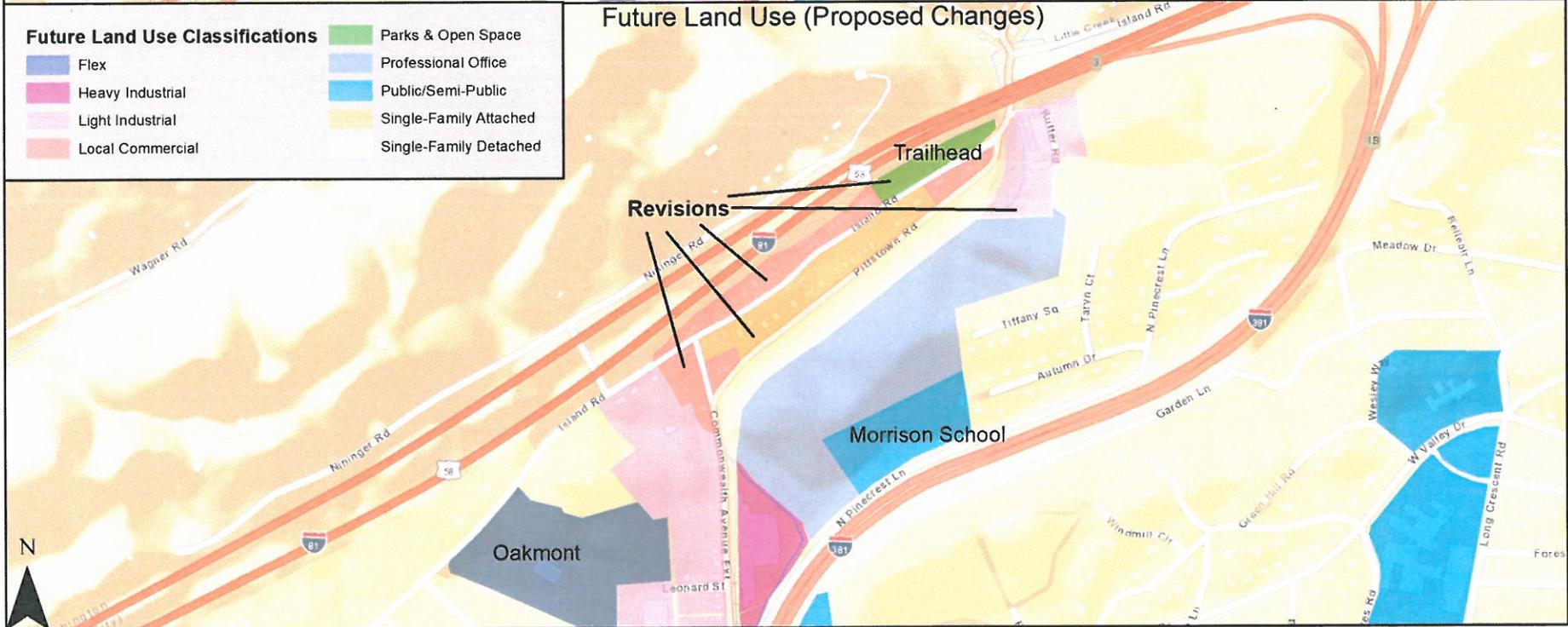


# City of Bristol, VA Future Land Use Proposed Changes: Pittstown

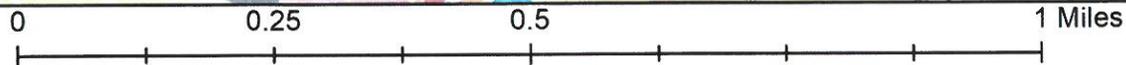
Future Land Use (Existing Map)



Future Land Use (Proposed Changes)

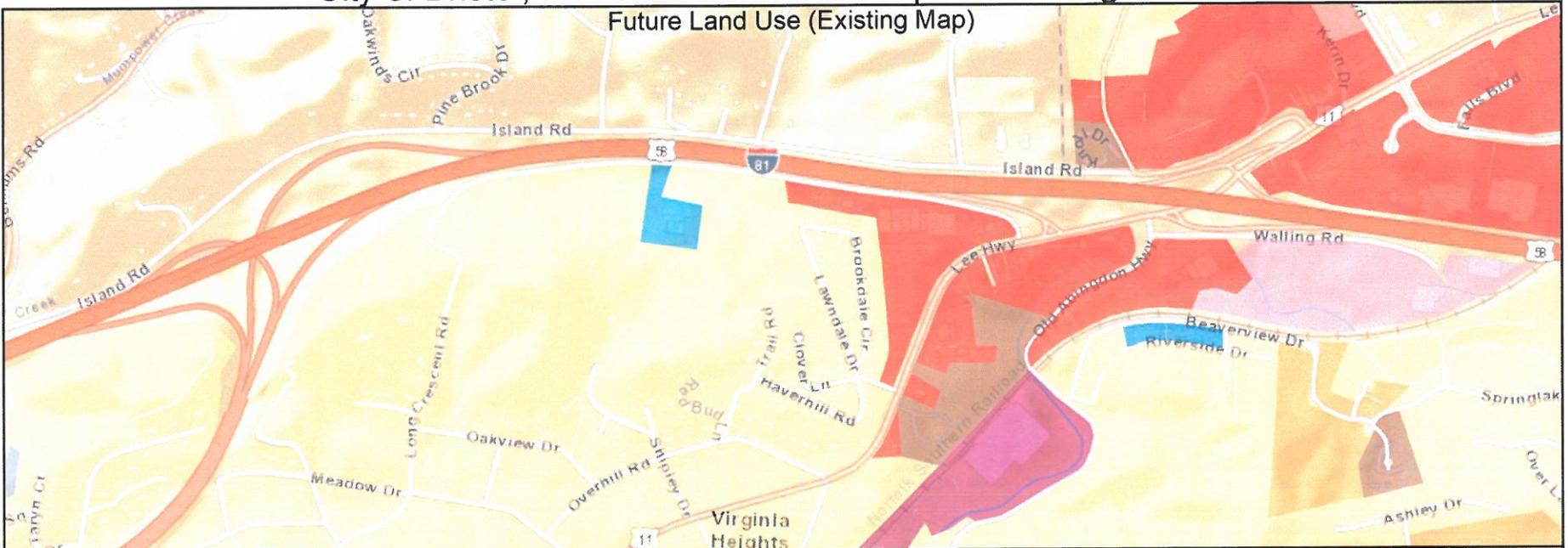


Future Land Use Classifications	
	Flex
	Heavy Industrial
	Light Industrial
	Local Commercial
	Parks & Open Space
	Professional Office
	Public/Semi-Public
	Single-Family Attached
	Single-Family Detached

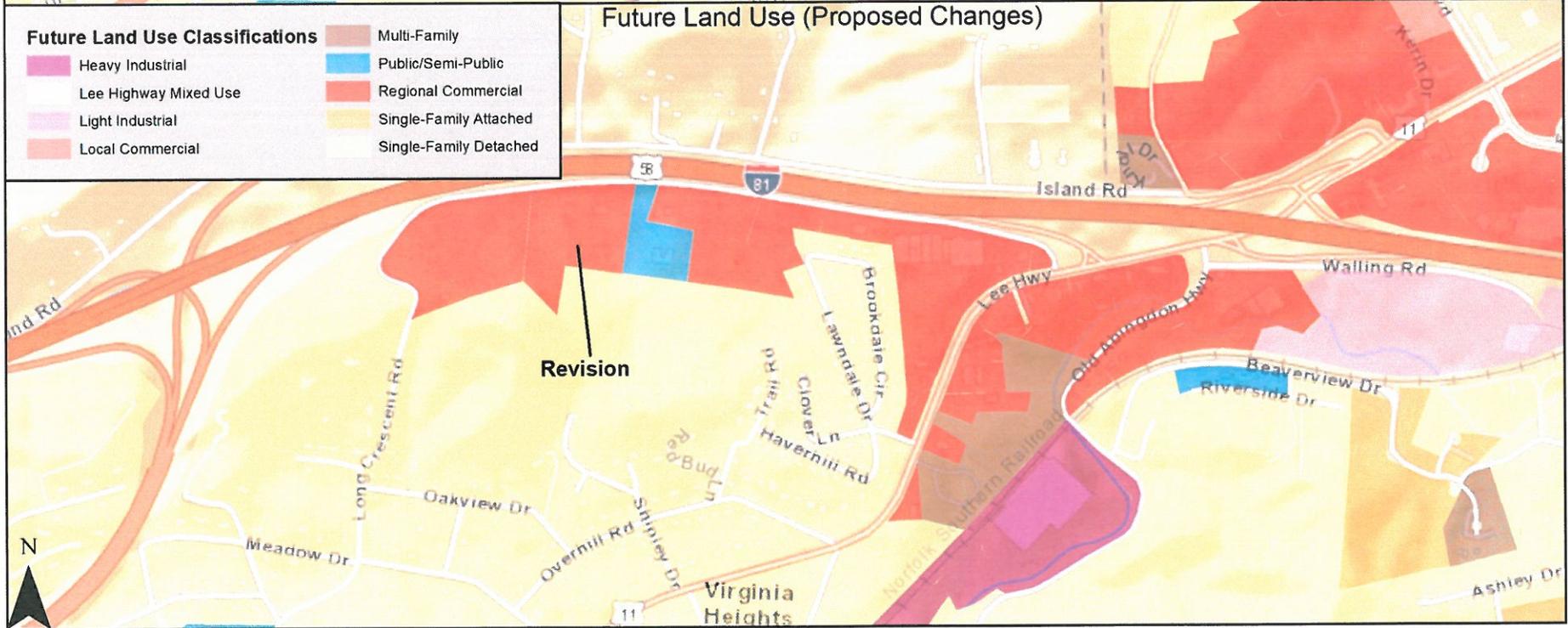


# City of Bristol, VA Future Land Use Proposed Changes: Exit 5

## Future Land Use (Existing Map)



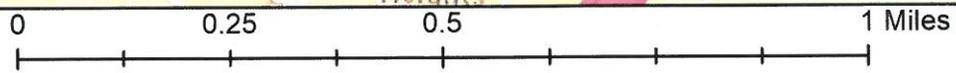
## Future Land Use (Proposed Changes)



### Future Land Use Classifications

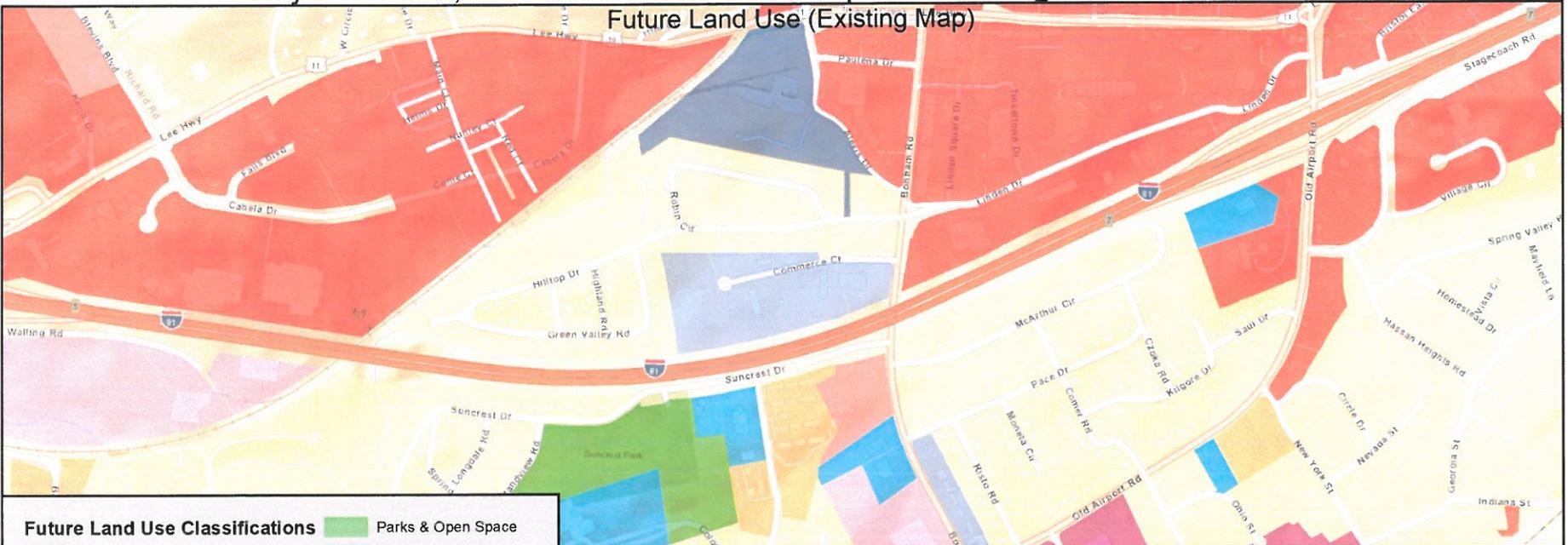
- |   |                       |   |                        |
|---|-----------------------|---|------------------------|
|  | Heavy Industrial      |  | Multi-Family           |
|  | Lee Highway Mixed Use |  | Public/Semi-Public     |
|  | Light Industrial      |  | Regional Commercial    |
|  | Local Commercial      |  | Single-Family Attached |
|   |                       |  | Single-Family Detached |

Revision

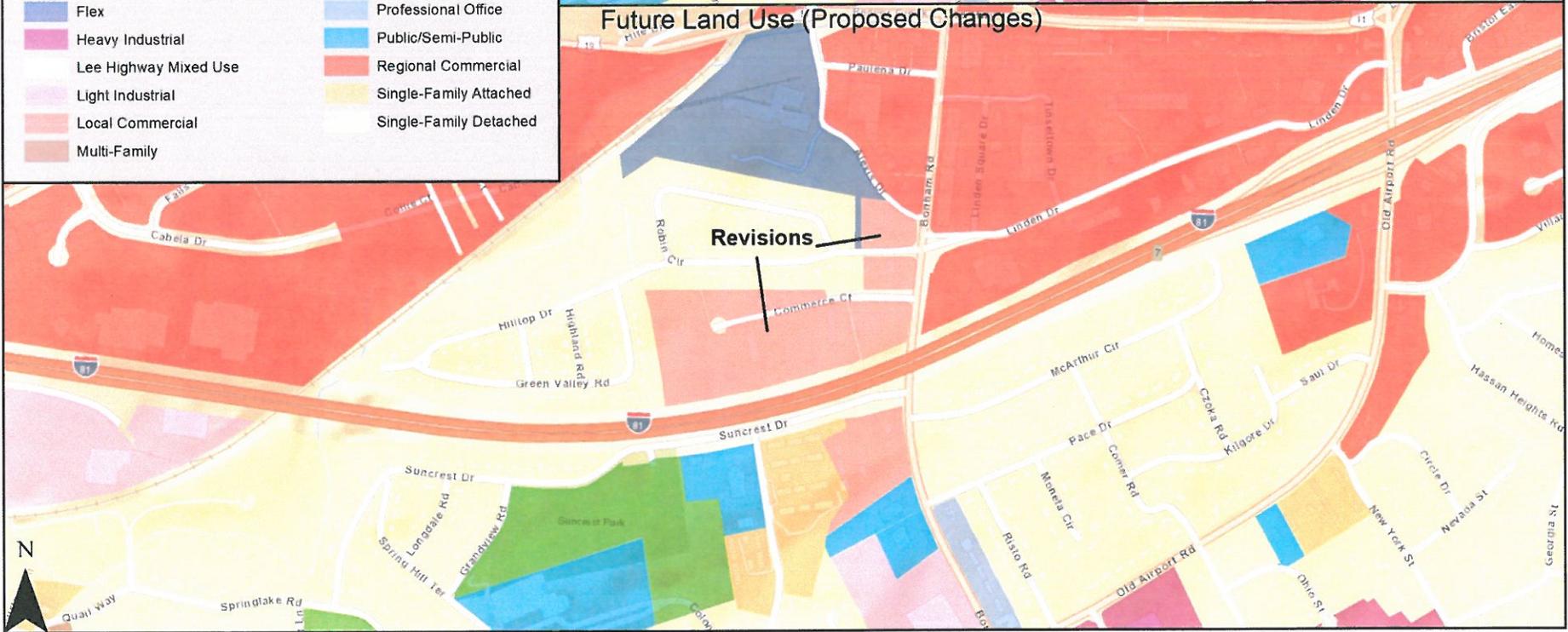


# City of Bristol, VA Future Land Use Proposed Changes: Bonham Road

## Future Land Use (Existing Map)



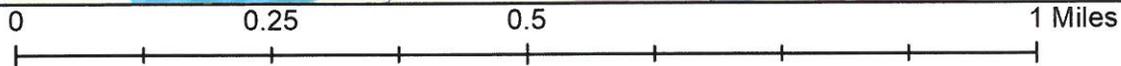
## Future Land Use (Proposed Changes)



### Future Land Use Classifications

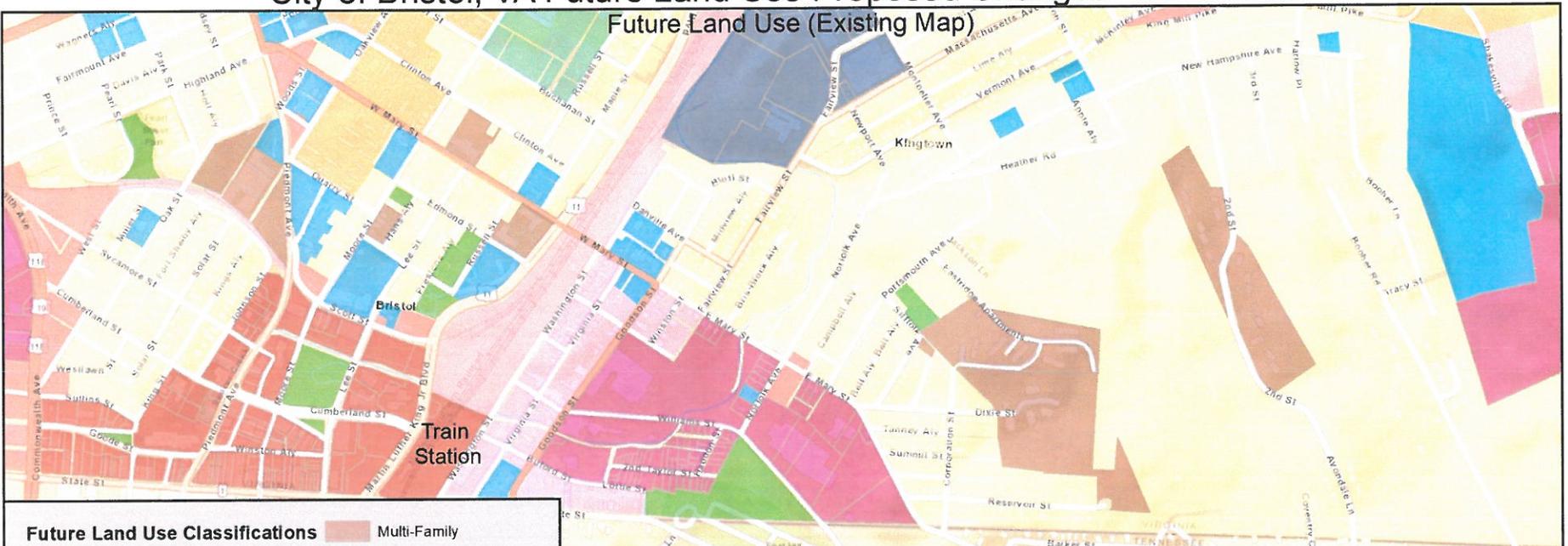
- |  |                        |
|--|------------------------|
|  | Parks & Open Space     |
|  | Flex                   |
|  | Heavy Industrial       |
|  | Lee Highway Mixed Use  |
|  | Light Industrial       |
|  | Local Commercial       |
|  | Multi-Family           |
|  | Professional Office    |
|  | Public/Semi-Public     |
|  | Regional Commercial    |
|  | Single-Family Attached |
|  | Single-Family Detached |

**Revisions**



# City of Bristol, VA Future Land Use Proposed Changes: Williams St.

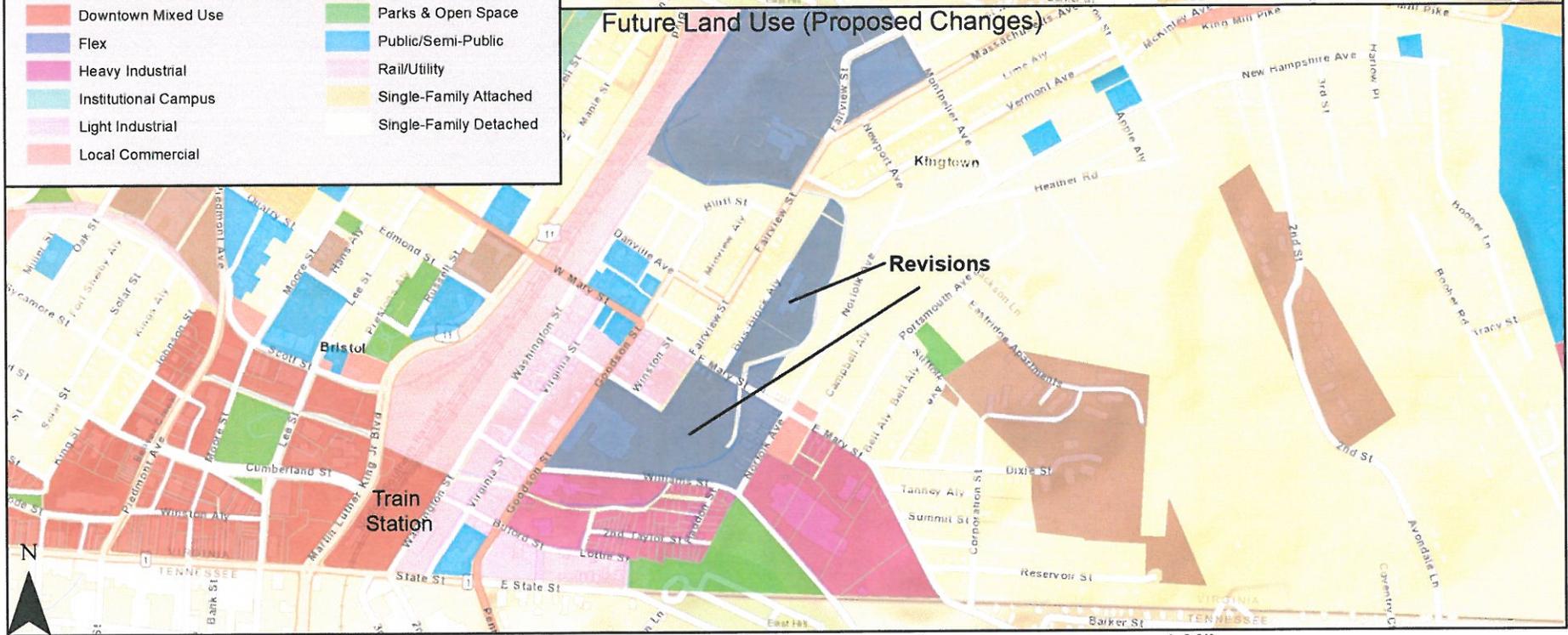
Future Land Use (Existing Map)



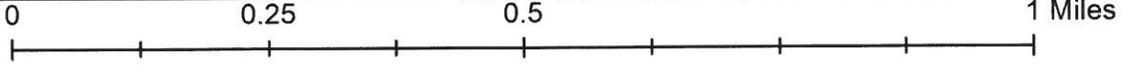
**Future Land Use Classifications**

<span style="color: red;">■</span> Downtown Mixed Use	<span style="color: brown;">■</span> Multi-Family
<span style="color: blue;">■</span> Flex	<span style="color: green;">■</span> Parks & Open Space
<span style="color: magenta;">■</span> Heavy Industrial	<span style="color: cyan;">■</span> Public/Semi-Public
<span style="color: teal;">■</span> Institutional Campus	<span style="color: pink;">■</span> Rail/Utility
<span style="color: lightpink;">■</span> Light Industrial	<span style="color: yellow;">■</span> Single-Family Attached
<span style="color: peachpuff;">■</span> Local Commercial	<span style="color: white;">■</span> Single-Family Detached

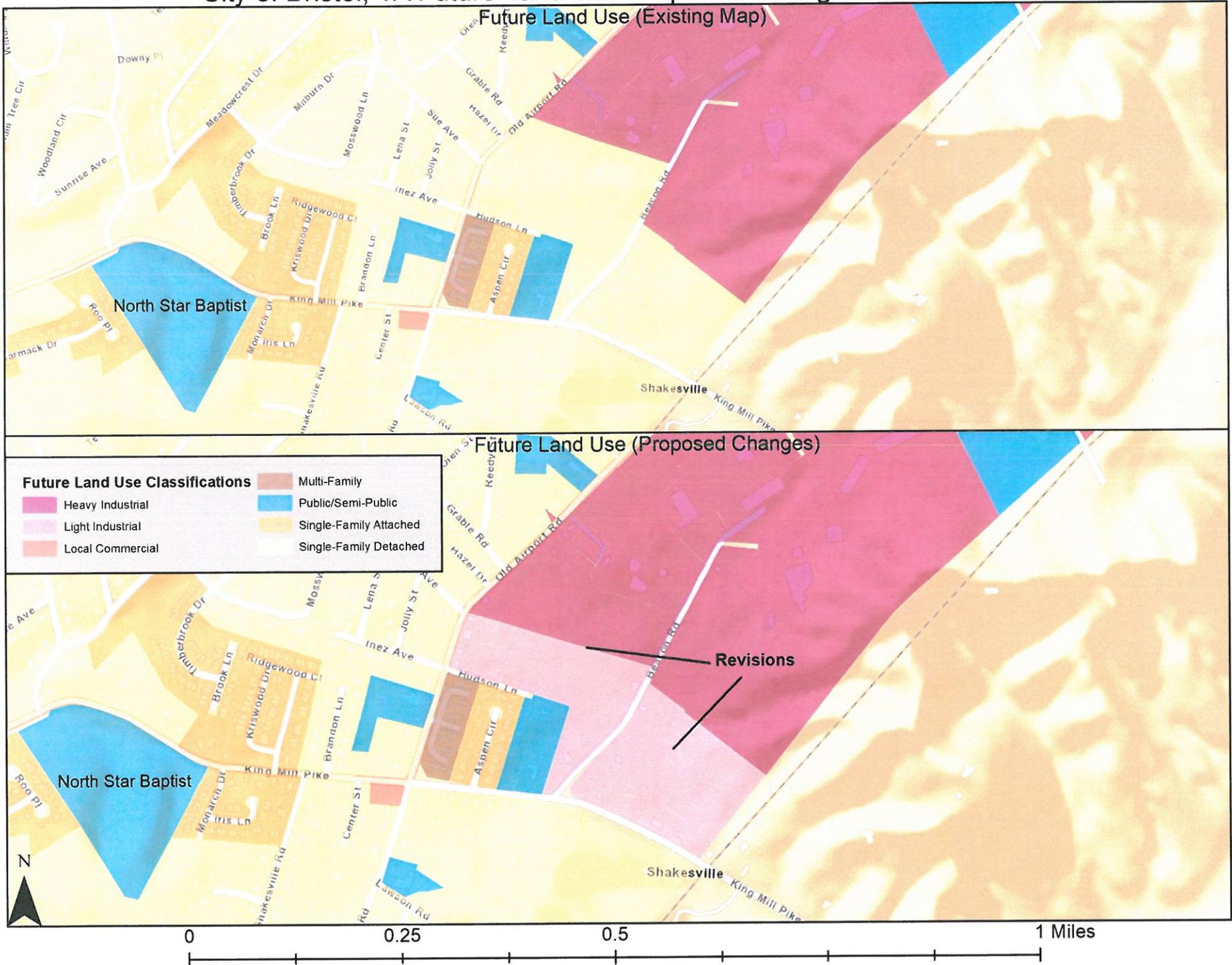
Future Land Use (Proposed Changes)



Revisions



# City of Bristol, VA Future Land Use Proposed Changes: Beacon Road



**LEGAL ADS**

**Legal Notices**



The following matter is scheduled for public hearing at the Tuesday, April 9th meeting of the Bristol, Virginia City Council at 6pm in City Council Chambers, 300 Lee Street: (1) the sale of city-owned property at 321 Lee Street. Additional information may be obtained by contacting the City Manager's Office at 300 Lee Street, Bristol, Virginia, 276-645-7300.

**Legal Notices**



The following matter is scheduled for public hearing at the Tuesday, April 9th meeting of the Bristol, Virginia City Council at 6pm in City Council Chambers, 300 Lee Street: an ordinance to convey lots 26, 27, 28, and 29 at The Falls, Phase III to the Industrial Development Authority of Bristol, Virginia, pursuant to 15.2-1800(b). Additional information may be obtained by contacting the City Manager's Office at 300 Lee Street, Bristol, Virginia, 276-645-7300.

**Legal Notices**



A Joint Public Hearing of the Bristol Virginia City Council and the Bristol Virginia Planning Commission will be held as a part of the regular City Council meeting on Tuesday, April 9 at 6:00 p.m. in the Bristol, Virginia City Council Chambers, located at 300 Lee Street. The hearing will consider the following matter:

**SPECIAL EXCEPTION #02-2019 - 200 Bob Morrison Boulevard, Bristol, VA (Tax Map No. 25-7-13-D) REQUEST TO ALLOW A BLOCK MANUFACTURING OPERATION AND ASSOCIATED CONCRETE PLANT**

Additional information may be obtained by contacting the Office of Community Development and Planning at 300 Lee Street, Bristol, Virginia, at 276-645-3784 or sally.morgan@bristolva.org

**Legal Notices**

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A Joint Public Hearing of the Bristol Virginia City Council and the Bristol Virginia Planning Commission will be held as a part of the regular City Council meeting on Tuesday, April 9 at 6:00 p.m. in the Bristol, Virginia City Council Chambers, located at 300 Lee Street. The hearing will consider the following matter:

**PROPOSED REVISIONS TO THE FUTURE LAND USE MAP IN THE  
BRISTOL, VIRGINIA COMPREHENSIVE PLAN**

Additional information may be obtained by contacting the Office of Community Development and Planning at 300 Lee Street, Bristol, Virginia, 276-645-3784 or email to sally.morgan@bristolva.org

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**Ceilings**

**Ceilings**

**BRISTOL, VIRGINIA CITY COUNCIL**  
**AGENDA ITEM SUMMARY**  
**Item #3**

Meeting Date: April 9, 2019

Department: Planning/Community Development

Bulk Item: Yes  No

Staff Contact: Sally Morgan, City Planner

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**AGENDA ITEM WORDING:**

Joint Public Hearing with Planning Commission on Special Exception application #02-2019 from Kilo Delta LLC for 200 Bob Morrison Boulevard (Tax Map #25-7-13-D) for the installation of a concrete block making operation in M-1 zone

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**ITEM BACKGROUND:**

Kilo Delta, LLC, the owner of 200 Bob Morrison Boulevard, has submitted a request for a Special Exception for a block manufacturing and associated concrete plant to be located at the rear of the property in an existing warehouse. The proposed location is zoned M-1 (Light Industrial) which by Bristol Virginia City Code does not allow the manufacture of block or concrete manufacturing as a permitted use by right. This use is allowed in M-2 as listed in City Code Sec. 50-122 (b) 52.

The company desires to produce retaining wall blocks for its own construction projects and sell to other vendors. A small concrete plant will be used to produce the concrete to be poured into molds located inside the warehouse. Finished blocks will be stored inside the building. No concrete will be made for delivery off-site.

City Code Section 50-39 provides for a process to consider and approve special exceptions to the zoning ordinance. A special exception is defined as “a use of the property which would not otherwise be permitted in the zone in which the property is situated.” The process must follow state code requirements for a public hearing and a recommendation from the Planning Commission prior to approval by the City Council. The sub-section (g) of 50-39 outlines eight considerations that the Planning Commission and Council need to consider when evaluating special exception applications. The Planning Commission will need to make its recommendation to the City Council following the public hearing.

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**PREVIOUS RELEVANT ACTION:**

February 2017 - Planning Commission determined that “firearms assembly” was a similar use to other uses in the M-1 zoning district, so it was allowed for the subject property and is contained in the front warehouse on the property.

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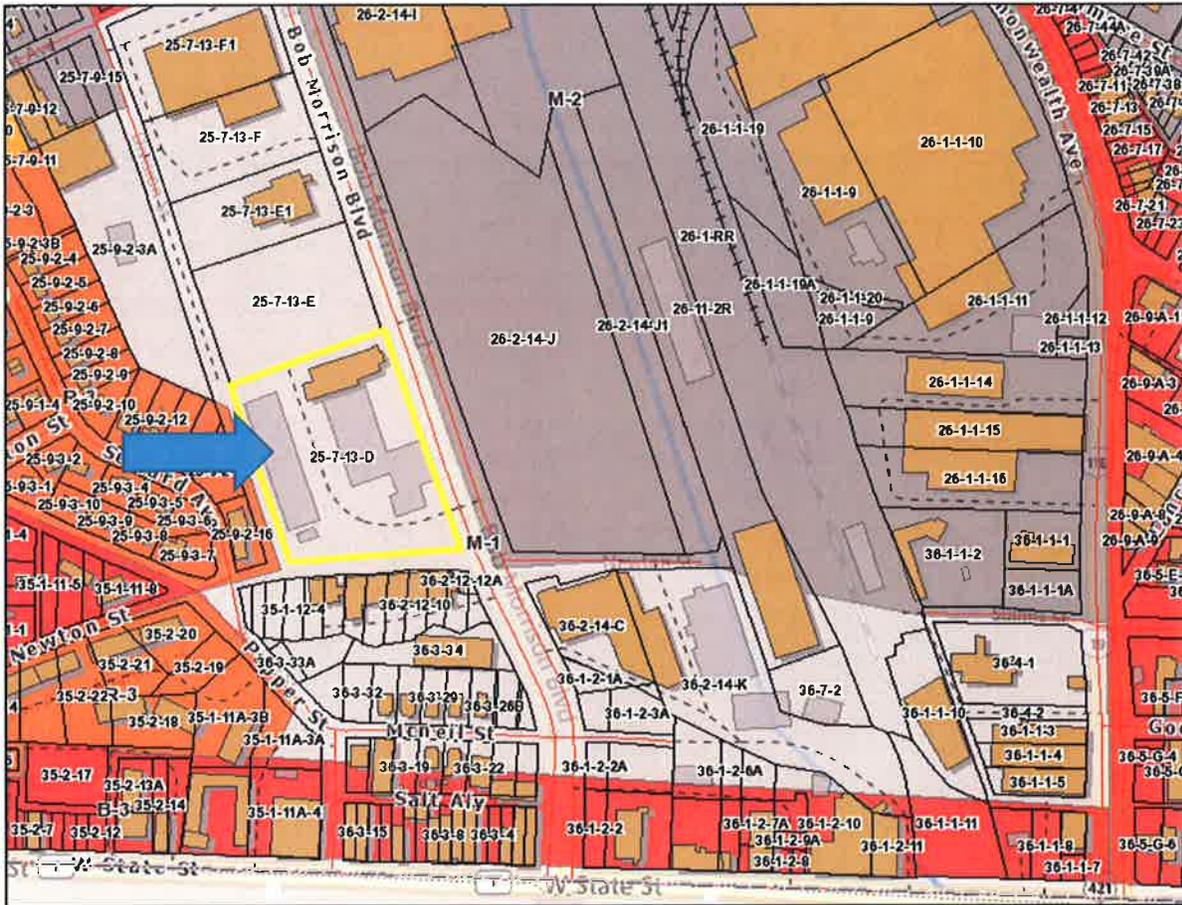
**STAFF RECOMMENDATION:**

Not applicable. Joint Public Hearing.

**DOCUMENTATION:** Included  Not Required



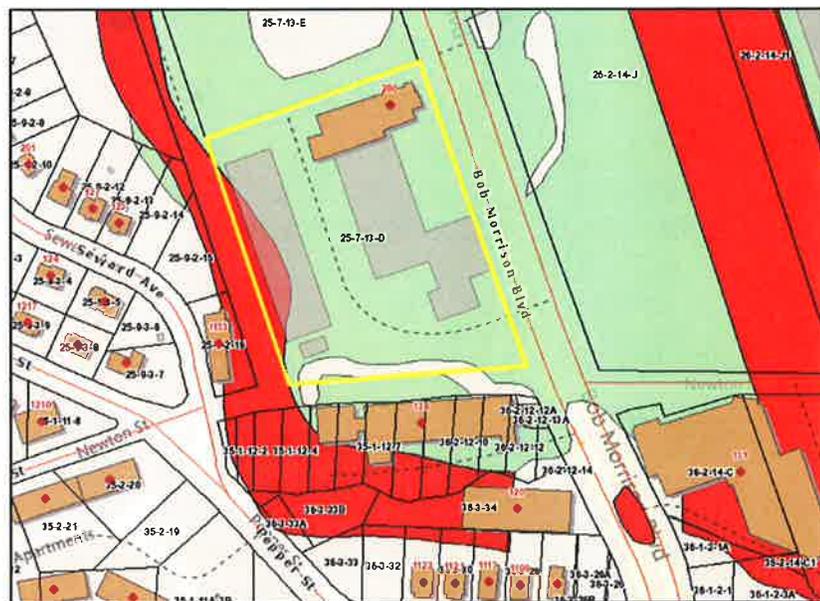
6) Zoning Map



7) Flood Zone Map

Zone AE – Light Green

Floodway - Red



**8) Property Photos**



**9) Request:**

Kilo Delta, LLC, the owner of 200 Bob Morrison Boulevard, has submitted a request for a Special Exception for a block manufacturing and associated concrete plant to be located on the rear of the existing warehouse at this address. The proposed location is zoned M-1 (Light Industrial) which by Bristol Virginia City Code does not allow the manufacture of block or concrete manufacturing as a permitted use by right. That use is allowed in M-2 as listed in City Code Sec. 50-122 (b) 52. City staff recommended that the property owner pursue a Special Exception request to allow this use as it is a “use of the property which would not otherwise be permitted” (Section 50-39 of BCC).

The applicant desires to produce retaining wall blocks for its own construction projects and sell to other vendors. A small concrete plant will be used to produce the concrete to be poured into molds located inside the existing warehouse on-site. Finished blocks will be stored inside the building. No concrete will be made for delivery off-site.

As a part of the application, a one-page narrative description was provided by the applicant and made a part of this staff report.

***10) Background and Existing Conditions:***

The proposed location is on a 3.4 acre tract that has a history of industrial use. The current use of the property is contractor storage area and vehicle and equipment servicing associated with King General Contractors, Inc. The buildings on site are also used for warehousing and offices. Previous use of the property was for coal-related machinery production under the name DSI Underground. The property had been vacant for several years prior to the acquisition of the property by Kilo Delta in October 2016.

The property contains the main building visible from Bob Morrison Boulevard which is a combination of warehouse and office use. A portion of the office section is leased to the Virginia Employment Commission while the remainder is used by King General Contractors. A second 19,000 s.f. warehouse building is located in the rear of the property. The proposed concrete plant is located at the northern end of that warehouse.

The subject property is located in a Special Flood Hazard Zone (Zone AE) as shown by the Flood Zone Map on Page 2. A small part of the property is located in the floodway, but not the site of the proposed concrete plant. The Planning Commission will need to take separate action to approve the activity in the flood zone.

The subject property has been zoned M-1 since at least the 1970's. The property is surrounded by M-1 zoning to the north and south; R-3 (Moderate-family residential) to the west along Seward Avenue; and M-2 (General Industrial) across Bob Morrison Boulevard to the east.

***11) Previous Planning Commission Actions:***

In February 2017, the Planning Commission determined that "firearms assembly" was a similar use to other uses in the M-1 zoning district, so it was allowed for the subject property and is contained in the front warehouse on the property.

***12) Authority to Act:***

Virginia Code §15.2-2286, as amended, provides the authority to City Council to grant special exceptions. The process for granting an exception is largely left to the local ordinance or code to define. City Code §50-39 stipulates that a special exception may be granted following due consideration of eight (8) particular questions regarding the impact of the proposed use and the availability of local services for the planned use. A complete application is required along with the applicable fee. The Planning Commission is required to provide a positive or negative recommendation to the City Council following a joint public hearing. The City Council, after hearing comments from the public, shall decide to grant or deny the request based on the facts and evidence presented by the staff, the Planning Commission and the public.

### ***13) City and State Code Requirements:***

City Code §50-39 stipulates that a special exception may be granted following due consideration of eight (8) particular questions regarding the impact of the proposed use and the availability of local services for the planned use. The Planning Department has circulated the application materials and solicited responses from the various departments responsible for providing services and received the following responses:

1. The sufficiency of streets and public ways to accommodate increased traffic flow, the considered opinion of the City Engineer and of any certified traffic engineer being given particular weight by the council.  
**Staff Response:** The concrete plant will generate additional truck traffic, however it is not anticipated that this will decrease the level of service on Bob Morrison Boulevard which is a four-lane roadway. The applicant estimates up to an additional 20 vehicle trips per day with truck deliveries and 2 additional employees. The city's transportation planner reports that Bob Morrison Boulevard "is well below vehicle capacity, so the addition of the trucks should have little to no impact on the roadway." No concrete trucks will be leaving the site as the concrete is only being made for use in block manufacturing on site.
2. The sufficiency of electrical, sewer and water services for the proposed project, the considered opinion of the general manager of the utility board being given particular weight by the council.  
**Staff Response:** BVU has reviewed the project and has identified no issues. Phase 3 electric power is on-site, as well as sewer and water.
3. The sufficiency of fire, police, garbage, and other services of the City to meet the needs of the proposed project, the opinion of the department head of each department providing such City service being given particular weight.  
**Staff Response:** The Bristol, VA fire and police department has reviewed the proposed request and have identified no issues in terms of fire protection and law enforcement.
4. The adequacy of protection to adjoining properties and to the air and water of the commonwealth from noise, odor, pollution and health hazards, the opinion of the state health department, state air pollution control board, state water quality control board, being given particular weight by the council.  
**Staff Response:** The proposed use of the property will generate some noise during its operational hours; however most of the manufacturing activity will be conducted inside the building. Air emissions will be regulated by the Virginia Department of Environmental Quality (DEQ). The applicant is seeking an air emissions permit from VDEQ which is moving forward with no issues identified by VDEQ staff that would prevent the issuance of the permit. The permit will require measures to contain dust from the raw materials (sand and gravel) and will be limited to a certain amount of concrete production (in cubic yards) per year.
5. The impact of the proposed project upon the property values of contiguous property owners as evidenced by the testimony or written opinion of the city's Economic Development Committee Director, a certified property appraiser, or opinion of a realtor licensed by the Commonwealth and regularly listing and selling properties within the City.  
**Staff Response:** The proposed use is not expected by city staff to have a negative impact on property values of contiguous properties. The operation is separated by a tree buffer from the residential neighborhood on Seward Avenue. The remaining surrounding properties are industrial in land use.

6. Whether the natural topography, natural screening or proposed screening to be put in place by the applicant is sufficient to promote the health, safety and general welfare of the community, to protect and conserve the value of contiguous properties and to encourage the most appropriate use of contiguous properties.

Staff Response: There is an existing tree line along the western boundary of the property. Adding additional screening on the applicant's property would not provide any additional buffer with the residential-zoned property due to the difference in elevation.

7. Any other factor materially affecting the health, safety and general welfare of other citizens.

Staff Response: There is potential for dust due to the presence of the two raw materials (sand and stone), however those materials will be stored in two small contained areas. Wash water is expected to be discharged into an existing pit inside the warehouse and water will be recycled through the concrete plant. **The applicant is working with DEQ on the necessary storm water permit which is also currently in progress. Any flows of water into the city storm drainage system must also comply with the local storm water ordinance.**

8. If the project is to construct a parking garage or a parking lot as a primary use of a property in the B-2 district, certain additional requirements must be met, as defined in section 50-108(c)(1) and (2).

Staff Response: Not Applicable.

#### ***14) Staff Analysis:***

Staff has reviewed the circumstances surrounding the application for a special exception at 200 Bob Morrison Boulevard and has the following analysis:

*Consistency with the Comprehensive Plan:* The Bob Morrison Boulevard area is planned for office and light industrial. The proposed heavier, more intensive concrete block making is still only accessory to the other lighter-intensity activities already on the property. The only visual outside will be the storage of sand and stone in designated bins and the concrete plant itself attached to the end of the existing warehouse. **The concrete truck when loading from the hopper will sit mostly inside the building** and the pouring of molds and storage of finished product will be inside the warehouse. Very little activity will be visible from the front of the property except the ingress and egress of trucks bringing sand and stone to the site, **and trucks from customers that will be picking up the finished blocks.**

*Compatibility with Surrounding Uses:* The site is surrounded on two sides by industrial uses with Twin City Welding to the north and Bill Gatton Collision Repair business on the south side. Across the road is a vacant 7.4 acre property that is zoned M-2 (General Industrial). To the west and up the hill behind the proposed concrete plant are residences located on Seward Avenue. None of the lots are immediately adjacent to the Kilo Delta property but are separated by a 40-foot alley (the extension of Division Street), Susong Branch, and a line of mature trees along the hillside behind the homes, providing an adequate buffer. Also, because of that and the fact that the plant will only be operating no more than four to five daytime hours without concrete trucks going in and out, the proposed use should not be detrimental to the nearby residences. **A limit on the hours of operation could be established for the permit, if granted, to insure that noise is not generated at night-time hours.**

***15) Conclusion:***

Following the evaluation of the application, staff finds that the proposed use would not negatively impact the surrounding area, although some conditions may need to be specified for the facility in order to mitigate any adverse effects on neighboring properties.

**The staff recommends that the Special Exception #02-2019 be approved with the following conditions:**

- 1) **The applicant shall comply with all state and local requirements for storm water management and for air pollution control; and**
- 2) **The hours of operation for the concrete plant shall be limited to 7 a.m. to 6 p.m.**

***Kilo Delta, LLC***  
***200 Bob Morrison Blvd.***  
***Special Exception Application***  
***February 26, 2019***

The property at 200 Bob Morrison Blvd. is currently used for several activities related to the operation of King General Contractors (King), a heavy civil contractor. Current activities include to storage of materials, the servicing of equipment and automobiles, offices and warehousing. The property in question is currently zoned M-1. The property to the north and south is zoned M-1 as well. The property to the east is zoned M-2. The property to the west is zoned R-3.

King desires to conduct two additional activities on site. We desire to make Redi-Rock retaining wall blocks. King currently installs the blocks as part of their operations. King desires to be their own supplier. In order to make the blocks, King needs to install a small concrete plant. The plant will be located on the western side of the existing warehouse. The concrete King manufactures will only be used for block making. The blocks will be stored on site until sold for use in a construction project.

King anticipates that 2 additional full-time employees will be hired at full production of the Redi-Rock blocks. We expect no more than 6 trucks (tri-axle) per day delivering aggregate to the site at full production. We expect that King will have no more than 2 trucks per day taking blocks from the site. This will not be daily. Additional blocks may be taken from the site by other contractors. This will be sporadic with exact timing unknown.

Noise should be limited. The concrete plant will only run 2 – 2.5 hours twice a day. Concrete will be made in the morning with the molds being filled. While this concrete is setting, the concrete plant will not be running. The molds will be emptied in the early afternoon. The concrete plant will be restarted in the afternoon for the second 2 – 2.5 hour period. The molds will be filled again as they were in the morning.

Emissions will be limited as well. All work in the concrete is considered “wet” which limits the production of emissions. All conveyors are covered. All work with the molds is done in doors. An air-permit will be obtained from the VA Department of Environmental Quality.

In accordance with Sec. 50-121 (d), we feel the making of Redi-Rock blocks is similar to the permitted uses for a M-1 district and will not be detrimental to the district. Therefor we are asking for a Special Exception to allow these proposed activities.

A drawing is attached which shows the location of the proposed concrete plant in relation to Bob Morrison Boulevard and the existing office building.



Bob Morrison Blvd.

To Food City

To Bill Gatton

Approximate Property Line

Existing Fence Line

Existing Warehouse

Ramp

Final Block Storage

Existing Pavement

Garage Door

Existing Warehouse

Existing Gravel

Garage Door

Initial Block Storage

Proposed Molds

Proposed Concrete Plant

Kilo Delta, LLC  
Preliminary Site Plan  
Special Exception  
1" = 50'

**LEGAL ADS**

**Legal Notices**



The following matter is scheduled for public hearing at the Tuesday, April 9th meeting of the Bristol, Virginia City Council at 6pm in City Council Chambers, 300 Lee Street: (1) the sale of city-owned property at 321 Lee Street. Additional information may be obtained by contacting the City Manager's Office at 300 Lee Street, Bristol, Virginia, 276-645-7300.

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**SPECIAL EXCEPTION #02-2019 - 200 Bob Morrison Boulevard, Bristol, VA (Tax Map No. 25-7-13-D) REQUEST TO ALLOW A BLOCK MANUFACTURING OPERATION AND ASSOCIATED CONCRETE PLANT**

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**PROPOSED REVISIONS TO THE FUTURE LAND USE MAP IN THE  
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**Theresa Reed**

**423-573-3057 or 423-215-8306**

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**Ceilings**

**Ceilings**

**BRISTOL, VIRGINIA CITY COUNCIL**  
**AGENDA ITEM SUMMARY**  
**Item #4 and Item #6**

Meeting Date: 4/9/19  
Department: City Attorney  
Staff Contact: **Randall Eads**

---

**AGENDA ITEM WORDING:**

Consider public hearing on offers received for city-owned property at 321 Lee Street; consider approval of offer received for city-owned property at 321 Lee Street.

---

**ITEM BACKGROUND:**

The City has received an unsolicited offer of \$15,000 for the property located at 321 Lee Street.

---

**PREVIOUS RELEVANT ACTION:**

Council received a list of city owned properties to be listed for sale at the February 27, 2018 meeting and passed a resolution on the procedures to be used when an offer is received on April 10.

Public hearing was advertised on 4/1/19 and 4/8/19.

---

**STAFF RECOMMENDATIONS:**

Accept the offer as presented for the sale of city-owned property.

---

**DOCUMENTATION:**      Included   X        Not Required\_\_\_\_\_

**MOTION:**   I move to accept the offer as presented.

**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY  
#5**

Meeting Date: April 9, 2019  
Department: City Attorney  
Staff Contact: Randall Eads

---

**AGENDA ITEM WORDING:**

Consider Public Hearing on an Ordinance Conveying Lots 26, 27, 28, and 29 as Described on a Plat Entitled “The Falls – Phase 3 Lots 26 through 32 Lee Highway The City of Bristol State of Virginia” to the Industrial Development Authority of Bristol Virginia.

---

**ITEM BACKGROUND:**

This ordinance will authorize the conveyance of Lots 26, 27, 28, and 29 of The Falls to be conveyed to the IDA and request the IDA to convey Lots 26, 27, and 28 to Falls Acquisitions, LLC and, Lot 29 to Interstate Development Partners, LLC when all due diligence has been met.

---

**PREVIOUS RELEVANT ACTION:**

The City purchased the parent tracts in 2012. City Council approved the plat on March 26, 2019. Public hearing was advertised 4/1/19.

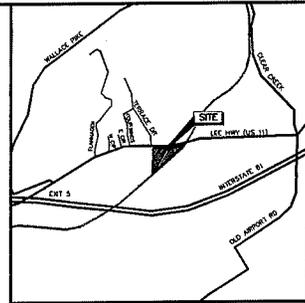
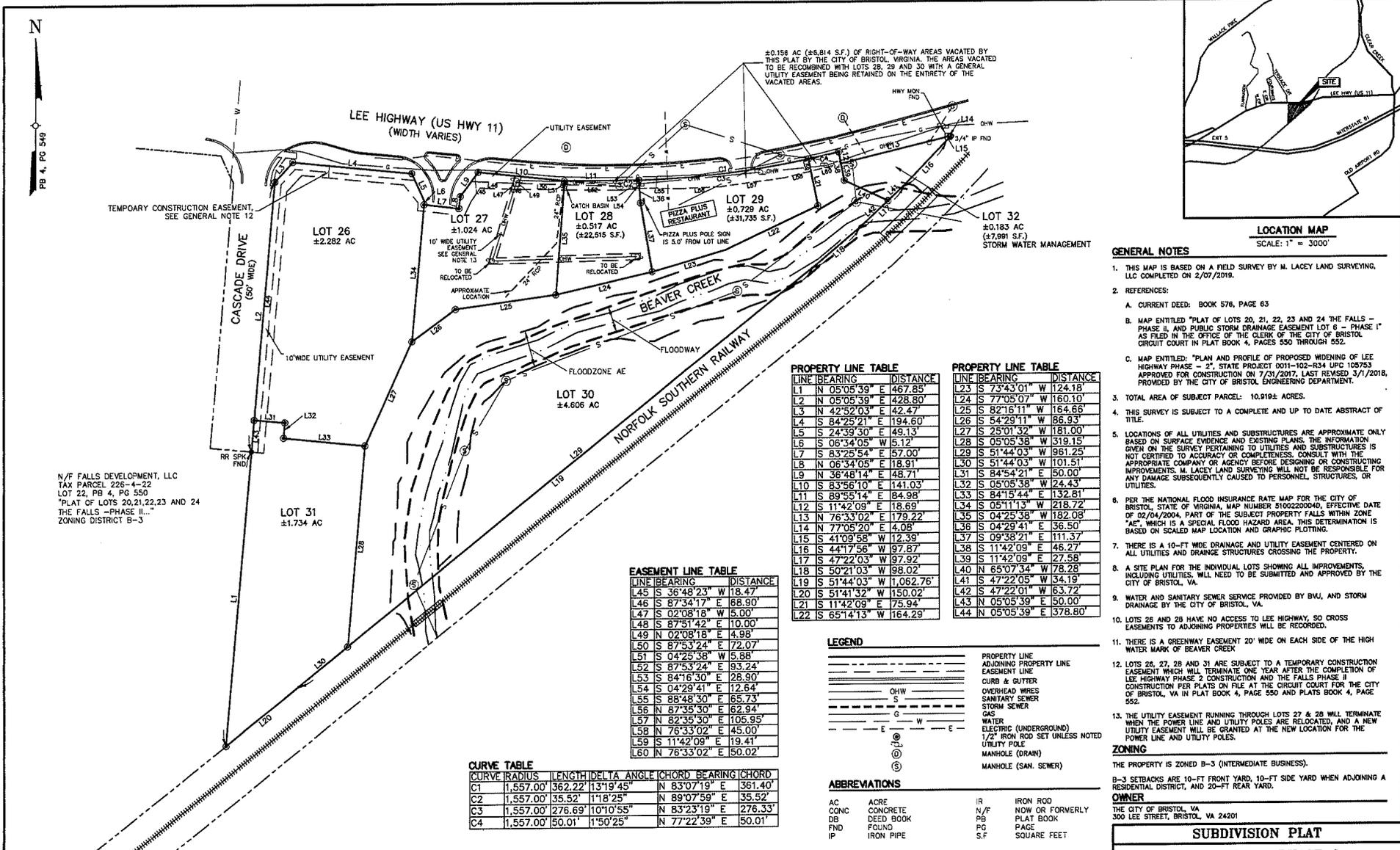
---

**STAFF RECOMMENDATIONS:**

---

**DOCUMENTATION:**      Included  Not Required

**MOTION:**



**LOCATION MAP**  
SCALE: 1" = 3000'

**GENERAL NOTES**

- THIS MAP IS BASED ON A FIELD SURVEY BY M. LACEY LAND SURVEYING, LLC COMPLETED ON 2/07/2018.
- REFERENCES:
  - CURRENT DEED: BOOK 578, PAGE 63
  - MAP ENTITLED "PLAT OF LOTS 20, 21, 22, 23 AND 24 THE FALLS - PHASE II, AND PUBLIC STORM DRAINAGE EASEMENT LOT 6 - PHASE I" AS FILED IN THE OFFICE OF THE CLERK OF THE CITY OF BRISTOL CIRCUIT COURT IN PLAT BOOK 4, PAGES 550 THROUGH 552.
  - MAP ENTITLED "PLAN AND PROFILE OF PROPOSED WIDENING OF LEE HIGHWAY PHASE - 2", STATE PROJECT 0011-102-R34 UPC 105753 APPROVED FOR CONSTRUCTION ON 7/31/2017, LAST REVISED 3/1/2018, PROVIDED BY THE CITY OF BRISTOL ENGINEERING DEPARTMENT.
- TOTAL AREA OF SUBJECT PARCEL: 10.919± ACRES.
- THIS SURVEY IS SUBJECT TO A COMPLETE AND UP TO DATE ABSTRACT OF TITLE.
- LOCATIONS OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATE ONLY BASED ON SURFACE EVIDENCE AND EXISTING PLANS. THE INFORMATION GIVEN ON THE SURVEY PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED TO ACCURACY OR COMPLETENESS. CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING OR CONSTRUCTING IMPROVEMENTS. M. LACEY LAND SURVEYING WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUBSEQUENTLY CAUSED TO PERSONNEL, STRUCTURES, OR UTILITIES.
- PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR THE CITY OF BRISTOL, STATE OF VIRGINIA, MAP NUMBER 5100220040, EFFECTIVE DATE OF 02/04/2004, PART OF THE SUBJECT PROPERTY FALLS WITHIN ZONE "AE" WHICH IS A SPECIAL FLOOD HAZARD AREA. THIS DETERMINATION IS BASED ON SCALED MAP LOCATION AND GRAPHIC PLOTTING.
- THERE IS A 10'-FT WIDE DRAINAGE AND UTILITY EASEMENT CENTERED ON ALL UTILITIES AND DRAINAGE STRUCTURES CROSSING THE PROPERTY.
- A SITE PLAN FOR THE INDIVIDUAL LOTS SHOWING ALL IMPROVEMENTS, INCLUDING UTILITIES, WILL NEED TO BE SUBMITTED AND APPROVED BY THE CITY OF BRISTOL, VA.
- WATER AND SANITARY SEWER SERVICE PROVIDED BY BVU, AND STORM DRAINAGE BY THE CITY OF BRISTOL, VA.
- LOTS 28 AND 29 HAVE NO ACCESS TO LEE HIGHWAY, SO CROSS EASEMENTS TO ADJOINING PROPERTIES WILL BE RECORDED.
- THERE IS A GREENWAY EASEMENT 20' WIDE ON EACH SIDE OF THE HIGH WATER MARK OF BEAVER CREEK.
- LOTS 26, 27, 28 AND 31 ARE SUBJECT TO A TEMPORARY CONSTRUCTION EASEMENT WHICH WILL TERMINATE ONE YEAR AFTER THE COMPLETION OF LEE HIGHWAY PHASE 2 CONSTRUCTION AND THE FALLS PHASE II CONSTRUCTION PER PLANS ON FILE AT THE CIRCUIT COURT FOR THE CITY OF BRISTOL, VA IN PLAT BOOK 4, PAGE 550 AND PLATS BOOK 4, PAGE 552.
- THE UTILITY EASEMENT RUNNING THROUGH LOTS 27 & 28 WILL TERMINATE WHEN THE POWER LINE AND UTILITY POLES ARE RELOCATED, AND A NEW UTILITY EASEMENT WILL BE GRANTED AT THE NEW LOCATION FOR THE POWER LINE AND UTILITY POLES.

**PROPERTY LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 05°05'39" E	467.85'
L2	N 05°05'39" E	428.80'
L3	N 42°52'03" E	42.47'
L4	S 84°25'21" E	194.60'
L5	S 24°39'30" E	49.13'
L6	S 06°34'05" W	51.72'
L7	S 83°25'54" E	157.00'
L8	N 06°34'05" E	18.91'
L9	N 36°48'14" E	48.71'
L10	S 83°56'10" E	141.03'
L11	S 89°55'14" E	84.98'
L12	S 11°42'09" E	18.69'
L13	N 76°33'02" E	179.22'
L14	N 77°05'20" E	4.08'
L15	S 41°09'58" W	12.39'
L16	S 44°17'56" W	97.87'
L17	S 47°22'03" W	97.92'
L18	S 50°21'03" W	198.02'
L19	S 51°44'03" W	11,062.76'
L20	S 51°13'29" W	150.02'
L21	S 11°42'09" E	75.94'
L22	S 65°14'13" W	164.29'

**PROPERTY LINE TABLE**

LINE	BEARING	DISTANCE
L23	S 73°43'01" W	124.18'
L24	S 77°05'07" W	160.10'
L25	S 82°16'11" W	164.66'
L26	S 54°29'11" W	86.93'
L27	S 25°01'32" W	181.00'
L28	S 05°05'58" W	319.15'
L29	S 51°44'03" W	961.25'
L30	S 51°44'03" W	101.51'
L31	S 84°54'21" E	50.00'
L32	S 05°05'38" W	24.43'
L33	S 84°15'44" E	132.81'
L34	S 05°11'13" W	218.72'
L35	S 04°25'38" W	182.08'
L36	S 04°29'41" E	36.50'
L37	S 09°38'21" E	111.37'
L38	S 11°42'09" E	46.27'
L39	S 11°42'09" E	27.58'
L40	N 65°07'34" W	78.28'
L41	S 47°22'05" W	34.19'
L42	S 47°22'01" W	63.72'
L43	N 05°05'39" E	50.00'
L44	N 05°05'39" E	378.80'

**EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE
L45	S 36°48'23" W	18.47'
L46	S 87°34'17" E	68.90'
L47	S 02°08'18" W	5.00'
L48	S 87°51'42" E	10.00'
L49	N 02°08'18" E	4.98'
L50	S 87°53'24" E	72.07'
L51	S 04°26'38" W	5.88'
L52	S 87°53'24" E	93.24'
L53	S 84°16'30" E	28.90'
L54	S 04°29'41" E	12.64'
L55	S 88°48'30" E	65.73'
L56	N 87°35'30" E	62.94'
L57	N 82°35'30" E	105.95'
L58	N 76°33'02" E	45.00'
L59	S 11°42'09" E	19.41'
L60	N 76°33'02" E	50.02'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	1,557.00'	362.22'	13°19'45"	N 83°07'19" E	361.40'
C2	1,557.00'	35.52'	1°18'25"	N 89°07'59" E	35.52'
C3	1,557.00'	276.69'	10°10'55"	N 83°23'19" E	276.33'
C4	1,557.00'	50.01'	1°50'25"	N 77°22'39" E	50.01'

**LEGEND**

- ADJOINING PROPERTY LINE
- EASEMENT LINE
- CURB & GUTTER
- OVERHEAD WIRES
- SANITARY SEWER
- STORM SEWER
- GAS
- WATER
- ELECTRIC (UNDERGROUND)
- 1/2" IRON ROD SET UNLESS NOTED
- UTILITY POLE
- MANHOLE (DRAIN)
- MANHOLE (SAN. SEWER)

**ABBREVIATIONS**

- AC ACRE
- CONC CONCRETE
- DB DEED BOOK
- FOUND FOUND
- IP IRON PIPE
- IR IRON ROD
- N/F NOW OR FORMERLY
- PB PLAT BOOK
- PG PAGE
- S.F. SQUARE FEET

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

THE PLATTING AND DEDICATION OF THE FALLS - PHASE 3, LOTS 26 THROUGH 32 SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

DATE \_\_\_\_\_ OWNER \_\_\_\_\_

DATE \_\_\_\_\_ OWNER \_\_\_\_\_

STATE OF \_\_\_\_\_ CITY OR COUNTY OF \_\_\_\_\_

THIS PLAT WAS ACKNOWLEDGED BY THE OWNERS BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018. (NOTARY)

MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

THIS SUBDIVISION KNOWN AS THE FALLS - PHASE 3, LOTS 26 THROUGH 32 IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

DATE \_\_\_\_\_ HEALTH DEPT. \_\_\_\_\_

DATE \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_

DATE \_\_\_\_\_ UTILITY BOARD \_\_\_\_\_

DATE \_\_\_\_\_ PLANNING COMMISSION \_\_\_\_\_

DATE \_\_\_\_\_ CITY CLERK \_\_\_\_\_

DATE \_\_\_\_\_ CLERK OF CIRCUIT COURT \_\_\_\_\_

**CERTIFICATE OF ACCURACY**

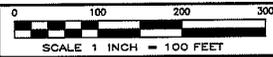
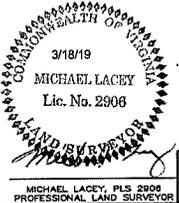
I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE SUBDIVISION ORDINANCE OF BRISTOL, VIRGINIA AND THAT THE MONUMENTS HAVE BEEN PLACED HEREON.

DATE \_\_\_\_\_ SURVEYOR: MICHAEL LACEY

CLS # 002809 SCALE: 1" = 100'

TAX MAP # 228-A-4 SUBDIVISION # 4

BLOCK # N/A SHEET 1 OF 1



**SUBDIVISION PLAT**

**THE FALLS - PHASE 3  
LOTS 26 THROUGH 32  
LEE HIGHWAY  
THE CITY OF BRISTOL  
STATE OF VIRGINIA**

**M. LACEY LAND SURVEYING, LLC**

PROFESSIONAL LAND SURVEYING SERVICES  
579 BEECH GROVE ROAD, BULLS GAP, TN 37711  
PHONE: 423-235-5546  
E-MAIL: MLACEY@MLACEYLANDSURVEYING.COM  
WWW.MLACEYLANDSURVEYING.COM

Date 03/08/2018	Project No. 8070207	Drawing No. SU-2	Rev 2
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**LEGAL ADS**

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AGENDA ITEM SUMMARY  
Item #4 and Item #6**

Meeting Date: 4/9/19  
Department: City Attorney  
Staff Contact: **Randall Eads**

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**STAFF RECOMMENDATIONS:**

Accept the offer as presented for the sale of city-owned property.

---

**DOCUMENTATION:**      Included   X        Not Required      

**MOTION:** I move to accept the offer as presented.



VIRGINIA REALTORS®
RESIDENTIAL CONTRACT OF PURCHASE

(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

This CONTRACT OF PURCHASE made as of 03/21/2019, between Randall C Eads (the "Seller," whether one or more), whose address is... and Thomas D Browning Regina L Browning (the "Purchaser", whether one or more), whose address is... provides: The Listing Company (who represents Seller) is N/A and the Selling Company (who does OR does not represent Purchaser) is Prestige Homes of the Tri-Citi

1 REAL PROPERTY: Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Bristol, Virginia and described as (legal description):

and more commonly known as: 321 Lee St Bristol VA

together with all fixtures located thereon (if present as of the date of this Contract), including, without limitation, blinds, ceiling fans, curtain rods and brackets, audio-video or media mount and mounting hardware, built-in dishwasher, door knockers, garage door openers and controls, gas fireplace logs and inserts, installed floor and wall coverings, installed mirrors, light fixtures, mailbox and post, built-in range, shades, shrubs, exterior plants and trees, shutters, smoke and heat detectors, storm windows and storm doors, switch and receptacle covers, television antenna(e), window screens, and screen doors (together with the items of personal property described in paragraph 2, the "Property").

2 PERSONAL PROPERTY: The following items of personal property are included in this sale:

3 PURCHASE PRICE: The Purchase Price of the Property is: Fifteen Thousand Dollars (\$15,000.00), which shall be paid to Seller at settlement in cash or by cashier's or certified check or wired funds subject to the prorations described herein and from the following sources:

- (a) THIRD PARTY FIRST TRUST: This sale is contingent on Purchaser's obtaining OR assuming: a conventional; FHA; VA; VHDA OR other (describe) loan secured by a first deed of trust lien on the Property in the principal amount of \$... or % of the Purchase Price bearing interest at a fixed rate not exceeding % per year, or at an adjustable rate with an initial rate not exceeding % per year and a maximum rate during the term of the loan not exceeding % per year, or at the market rate of interest at the time of settlement, amortized over a term of years, and requiring not more than a total of loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)
(b) THIRD PARTY SECOND TRUST: This sale is also contingent on Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$... or % of the Purchase Price bearing interest at a rate not exceeding % per year, amortized as follows, and requiring not more than a total of loan discount points, excluding the origination fee.

(c) **SELLER FINANCING:** Seller agrees that \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Purchase Price shall be evidenced by a note made by Purchaser payable to Seller bearing interest at a rate of \_\_\_\_\_ % per year \_\_\_\_\_ amortized \_\_\_\_\_ as \_\_\_\_\_ follows

The note shall be secured by a deferred purchase money  first,  second, OR  (specify priority) \_\_\_\_\_ deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold, or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part  with a premium penalty of \_\_\_\_\_ % of the amount prepaid, or  without premium or penalty; (iii) a lot release schedule shall be provided, if applicable; (iv) a late payment charge not exceeding five percent of the payment may be assessed by Seller for any payment more than seven (7) calendar days late; (v) the note and deed of trust shall otherwise be in form satisfactory to Seller; (vi) \_\_\_\_\_ other terms:

Such financing shall be contingent upon review and approval of Seller of a current credit report on each Purchaser and a current personal financial state of each Purchaser, which documents must be provided to Seller within \_\_\_\_\_ business days following execution of this Contract by both parties. The deed of trust shall be recorded at Purchaser's expense at settlement. Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation whatsoever to give.

(d) **BALANCE OF PURCHASE PRICE:** Purchaser will provide the balance of the Purchase Price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement.

(e) **OTHER FINANCING TERMS:**

4 **DEPOSIT:** Purchaser shall make a deposit of \$ 0.00 to be held by \_\_\_\_\_ (the "Escrow Agent") in the form of:  check  cash  other \_\_\_\_\_ (the "Deposit"). Purchaser **[select one]:** has paid the Deposit to the Escrow Agent OR  will pay the Deposit to the Escrow Agent within \_\_\_\_\_ days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) receipt during the Extended Deposit period. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

5 **FINANCING:**

(a) This Contract and Purchaser's obligation hereunder are contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be (the "Commitment") for the third-party financing or loan assumption required in paragraph 3. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to

diligently pursue obtaining the Commitment. Purchaser hereby grants permission for Purchaser's lender and Selling Company to furnish Seller and Listing Company information about the status of Purchaser's loan approval process, including specific items required by Purchaser's lender or actions Purchaser must perform to obtain loan approval. Purchaser agrees, upon written request by Seller, to provide written consent satisfactory to Purchaser's lender to permit Purchaser's lender to provide such information to Seller and Listing Company.

(b) If Purchaser does not obtain the Commitment and so notifies Seller or Listing Company in writing before 5:00 p.m. local time on \_\_, 20\_\_ (if no date is filled in, the date shall be the same date set forth in paragraph 9), then this Contract shall terminate upon giving such notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain the Commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 5(a) above shall nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a Commitment in compliance with the provisions of subparagraph 5(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing. As used in this paragraph 5, the term Commitment shall mean a written acknowledgment from the Purchaser's lender or lenders that (i) selling, settling on or leasing another property is not required for underwriting approval, unless Purchaser's obligations under this Contract are contingent on such sale, settlement or lease; (ii) Purchaser has made application for the financing and paid all fees associated therewith; and (iii) as of the date of the Commitment, Purchaser's credit, income and assets, and debt have been verified by lender's underwriter as adequate or as meeting underwriting requirements without further action by Purchaser as of that date. If Purchaser provides Seller evidence that it has obtained the Commitment and the lender issuing such Commitment notifies Purchaser, after the date set forth in this paragraph 5(b), that it will not provide the financing, Purchaser shall notify Seller in writing of such fact within three (3) days of Purchaser's receipt of such notice from the lender.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or Seller financing, Purchaser shall give the Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Purchaser represents to Seller that neither Purchaser's obligations under this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property, unless specified in a written contingency. Purchaser acknowledges that Seller is relying on this representation.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract, which Purchaser may cure only by providing evidence reasonably satisfactory to Seller, within three (3) days of written notice by Seller of such default, of Purchaser's ability to settle timely:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller, or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

(f) Purchaser  does OR  does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 3 unless it delays settlement or increases expense to Seller without Seller's written agreement. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 5 should Purchaser fail to pursue, as required in this paragraph 5, the financing set forth in paragraph 3.

## 6 VA/FHA LOAN:

(a) It is expressly agreed that notwithstanding any other provision of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money Deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property (excluding closing costs) as not less than the Purchase Price. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation by giving Seller written notice thereof

within three (3) days after receipt of notification of the appraised value. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT/DEPARTMENT OF VETERANS AFFAIRS WILL INSURE. HUD/DEPARTMENT OF VETERAN AFFAIRS DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.

(b) If Purchaser is obtaining VA financing and elects to complete the purchase at a purchase price in excess of the appraised value as established by the Department of Veterans Affairs (the "Department"), Purchaser will disclose the source of such funds to the Department and pay the excess amount from such source. Such funds will not be borrowed funds unless approved by the Department.

(c) If Purchaser is obtaining FHA financing, the parties acknowledge that the loan amount may be approximate because financed acquisition costs cannot be determined until settlement.

7 **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges, and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.

8 **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.

9 **SETTLEMENT; POSSESSION:** Settlement shall be made at Mumpower Title on or about April 10th, 20 19. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.

10 **EXPENSES; PRORATIONS; ROLLBACK TAXES:**

(a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel, oil and/or propane remaining in the tank(s) (if applicable) at the prevailing market price as of the date of settlement.

(b) Rollback taxes shall be paid as follows:

\_\_\_\_\_

1 **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the closing disclosure for the transaction.

2 **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.

3 **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of

either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

- 4 WOOD INFESTATION INSPECTION AND REPORT:** Prior to settlement, Seller shall provide Purchaser a report, dated not more than 30 days prior to date of settlement, from a wood infestation control company certified and licensed by the Commonwealth of Virginia and properly insured, concerning the presence of or damage from termites or other wood-destroying insects in the primary dwelling, in any other dwelling(s) on the Property as to which a certificate of occupancy has been issued and is in effect, and in the following additional structures \_\_\_\_\_

(the "Applicable Structures"). If the inspection reveals active infestation in any of the Applicable Structures, Seller shall have such infestation treated by a company licensed by the Commonwealth of Virginia and properly insured. If the inspection reveals damage to any Applicable Structure, Seller shall have the damage repaired by a contractor licensed in the Commonwealth of Virginia; provided, however, that if the estimated aggregate cost of such treatment or repairs or both exceeds \$1,000, and Purchaser and Seller cannot agree on how the amount exceeding \$1,000, will be paid, Purchaser shall have the right either (i) to accept repairs or treatment not exceeding \$1,000, in which event Seller shall have such repairs or treatment performed at Seller's expense, (ii) to receive a credit at settlement in the amount of \$1,000, or (iii) to terminate this Contract and receive a refund of the Deposit.

- 5 TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 3(a) or 3(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense and subject to the Remediation Limit set forth in paragraph 18, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 9 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.

**6 EQUIPMENT CONDITION AND INSPECTION:**

(a) Purchaser agrees to accept the Property at settlement, and Seller agrees to deliver the Property to Purchaser at settlement, in its present physical condition, ordinary wear and tear excepted, but with such repairs and improvements as the parties otherwise agree.

(b) If Purchaser's obligations under this Contract are contingent on a professional home inspection of the Property, then Purchaser shall be entitled to receive the Property at settlement in such condition as determined by such inspection and any negotiation and agreements relating to it. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract or after any prior inspection of the Property provided for herein. Purchaser shall not be entitled to require Seller to correct defects discovered at a preoccupancy or presettlement inspection but existing as of the time of a prior inspection of the Property if those defects were not reported to Seller in connection with such prior inspection and Seller has not agreed to remedy such defects.

(c) If Purchaser's obligations under this Contract are not contingent on a professional home inspection of the Property, then Seller warrants that all appliances, heating and cooling equipment, plumbing and electric systems will be in working condition at the time of settlement or of Purchaser's occupancy, whichever occurs first. Purchaser and Purchaser's agents, inspectors, and engineers shall have the right to conduct a preoccupancy or presettlement inspection to verify that the condition of the Property conforms to this Contract and that no material damage or changes necessitating repairs have occurred to the Property after the date of this Contract. Seller's obligations in this regard are limited by the Remediation Limit set forth in paragraph 18 of this Contract.

(d) Seller will provide Purchaser, Purchaser's professional inspectors and engineers, Selling Company, and representatives of Purchaser's lenders reasonable access to the Property to conduct inspections as appropriate and in compliance with this Contract. Seller will have all utilities in service at the time of all inspections to be conducted pursuant to this Contract, including those provided for in any separate provision or addendum dealing with inspections of the Property.

(e) Seller agrees to deliver the Property in broom-clean condition and to exercise reasonable and ordinary care in the maintenance and upkeep of the Property between the date this Contract is executed by Seller and the time of settlement or Purchaser's occupancy, whichever occurs first. If Seller fails to deliver the Property in the condition required by this paragraph 16, or if the presettlement or preoccupancy inspection reveals material damage or changes necessitating repairs occurring after any prior inspection of the Property, and Seller refuses to make the appropriate repairs, Purchaser shall have the right to

terminate this Contract and receive a refund of the Deposit, or to waive the defects and proceed to settlement with no adjustment to the Purchase Price.

**7 WELL AND SEPTIC:**

(a) If the Property is served by an on-site well or other natural water source, Seller agrees to provide Purchaser with a certificate dated not more than 30 days prior to settlement from the appropriate governmental authority, or from an acceptable private company, indicating that the water is free from contamination by coliform bacteria. If this Contract is contingent on Purchaser's obtaining FHA or VA financing, the certificate shall also state that the water is free from levels of lead unacceptable to FHA or VA.

(b) If the Property is served by a sewage disposal system, Seller agrees to provide Purchaser with a certificate dated not more than 30 days prior to settlement from the appropriate governmental authority, or from an acceptable private company, indicating that there is no evidence of malfunction of or needed maintenance to the sewage disposal system.

(c) If contamination of the water or septic system malfunction or needed maintenance is found, then Seller, at Seller's expense and subject to the Remediation Limit set forth in paragraph 18, shall effect the appropriate remedies or repairs. If Seller fails to do so as soon as practicable, Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustments to the Purchase Price.

**8 SELLER'S AND PURCHASER'S OPTION:** In the event that the total cost of fulfilling Seller's obligations set forth in paragraphs 15, 16 (c), and 17 above exceed \$ 0.00 in the aggregate (the "Remediation Limit"), Seller shall have the option (i) to fulfill Seller's obligations fully at Seller's expense, or (ii) to pay or credit the Remediation Limit to Purchaser and refuse to pay any excess over that amount. If Seller elects option (ii), Purchaser shall have the right to either accept the Property in its present condition (in which case the Seller shall pay or credit the Remediation Limit to Purchaser at settlement), or to terminate this Contract and receive a refund of the Deposit. If no amount is entered in the space in this paragraph, the parties agree that the amount shall be \$1,000. The Remediation Limit is independent of any obligations agreed to by Seller in connection with an inspection of the Property pursuant to a separate addendum to this Contract, or provision other than contained in paragraphs 15, 16 (c) and 17, dealing with the right of Purchaser to conduct an inspection of the Property.

**9 HOME PURCHASER'S INSPECTION:** Purchaser may have a professional home inspection performed at Purchaser's expense by one or more qualified/licensed inspectors. Purchaser (Please check and initial):  **WAIVES (purchaser's initial):** \_\_\_\_\_ OR  **DESIRES (purchaser's initial):** \_\_\_\_\_ a professional home inspection. If Purchaser desires an inspection contingency, see attached home inspection addendum or separate provision of this Contract.

**10 NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES: Choice of Settlement Agent:** Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. Variation by agreement: The provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. Escrow, closing, and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 27.3 (§ 55-525.16 et seq.) of Title 55 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

**2 MECHANICS LIEN NOTICE:**

(a) Virginia law (§43-1 et seq.) permits persons who have performed labor or furnished material for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

2 **CONDOMINIUM DISCLOSURE:** The Seller represents that the Property **[select one]:**  is OR  is not a condominium resale, which is subject to the Virginia Condominium Act (§55-79.39 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is a condominium resale, the Condominium Act requires the Seller to obtain from the unit owners' association a resale certificate and provide it to the Purchaser or Purchaser's authorized agent. The information contained in the resale certificate shall be current as of the specified date on the resale certificate. The Purchaser may cancel this Contract (a) within three days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the resale certificate or is notified that the resale certificate will not be available; (b) within three days after receiving the resale certificate if the resale certificate or notice that the resale certificate will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United States Postal Service and a receipt obtained; or (c) within six days after the postmark date if the resale certificate or notice that the resale certificate will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the resale certificate will not be available and the resale certificate is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for the delivery of the resale certificate to Purchaser or Purchaser's authorized agent who is \_\_\_\_\_ for the purposes of this paragraph. The right to receive the resale certificate and to cancel this Contract terminates at settlement. If the Purchaser has received the resale certificate, the Purchaser has a right, at Purchaser's sole expense, to request from the unit owners' association a resale certificate update or financial update. A request for an updated resale certificate does not extend the cancellation periods set forth above.

2 **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** The Seller represents that the Property **[select one]:**  is OR  is not located within a development which is subject to the Virginia Property Owners' Association Act (§§ 55-508 et. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be current as of the specified date on the disclosure packet. The Purchaser may cancel this Contract (a) within three days after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within three days after receiving the association disclosure packet, if the association disclosure packet or notice that the association disclosure packet will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United States Postal Service and a receipt obtained; or (c) within six days after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for delivery of the disclosure packet to Purchaser or Purchaser's authorized agent who is \_\_\_\_\_ for the purposes of this paragraph. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement. If the Purchaser has received the association disclosure packet, the Purchaser has a right, at Purchaser's sole expense, to request an update of such disclosure packet from the property owners' association. A request for an updated disclosure packet does not extend the cancellation periods set forth above.

2 **LEAD-BASED PAINT INSPECTION:** This paragraph applies only if the Property was built prior to 1978 and is not exempt from the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4852d) (the "Lead Paint Act") and regulations promulgated pursuant thereto. (Check as applicable):

(a) Attached to this Contract is a fully executed "Disclosure of Information and Acknowledgment Lead-Based Paint and/or Lead-Based Paint Hazards," which is made a part of this Contract by the provisions of the Lead Paint Act.

(b) The Lead Paint Act grants Purchaser the right, for a period of ten (10) days after the date this Contract is fully ratified, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards. Unless Purchaser and Seller have otherwise agreed, Purchaser's obligations under this Contract are not contingent on the results of such assessment or inspection. **(Check as applicable):**

(i) Purchaser reserves the right to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards; **OR**

(ii) Purchaser waives the right to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

**2 NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2 of the Virginia Code. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or [www.vsp.state.va.us/](http://www.vsp.state.va.us/).

**0 NOTICE OF DISCLOSURE PURSUANT TO VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT:**  
Disclosure  is **OR**  is not attached. (Attachment does not become part of this Contract.)

**2 DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 11 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company, and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company, and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company, or Selling Company under this Contract or growing out of the transactions contemplated herein, including, without limitation, a suit to secure the release of any earnest money deposit that the other principal to the transaction has refused to authorize, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action. Seller and Purchaser acknowledge and agree that Listing Company and Selling Company are intended third-party beneficiaries of this Contract as to any commissions due them as a result of the transactions contemplated by this Contract.

**2 MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the Date of Ratification or delivery of the notice that triggers the time period. Deadlines run until 11:59 p.m. on the date of the deadline. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed term hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the provisions of this Contract affecting title shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

**2 NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

**0 BROKERS: LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty, and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: \_\_\_\_\_

3 OTHER TERMS: (Use this space for additional terms not covered elsewhere in this Contract.)  
Seller is to pay 3% of the total sale price to Prestige Homes of the Tri Cities Inc. for buyer's representation.  
Wood infestation report and inspection are waived by buyer.

2 ACCEPTANCE: This Contract, when signed by Purchaser, shall constitute an offer to enter into a bilateral contract, and the offer shall remain in effect unless earlier withdrawn, until \_\_\_\_\_ (local time in Virginia), on April 10th, 20 19 (date). If not accepted by such time, this offer shall be null and void.

3 ELECTRONIC SIGNATURES. \_\_\_\_\_ / \_\_\_\_\_ If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

**PURCHASER:**

**SELLER:**

03/21/2019 / Thomas D Browning  
DATE / PURCHASER Thomas D Browning

\_\_\_\_\_/\_\_\_\_\_  
DATE / SELLER

03/21/2019 / Regina L Browning  
DATE / PURCHASER Regina L Browning

\_\_\_\_\_/\_\_\_\_\_  
DATE / SELLER

\_\_\_\_\_/\_\_\_\_\_  
DATE / PURCHASER

\_\_\_\_\_/\_\_\_\_\_  
DATE / SELLER

\_\_\_\_\_/\_\_\_\_\_  
DATE / PURCHASER

\_\_\_\_\_/\_\_\_\_\_  
DATE / SELLER

Receipt of deposit per paragraph 4 above is hereby acknowledged.  
\_\_\_\_\_/\_\_\_\_\_

For information purposes only:

Selling Company's Name and Address

Listing Company's Name and Address:

Prestige Homes of the Tri-Citi  
701 Bluff City Highway  
Bristol TN 37620  
Office Phone: 423-217-0346 Fax: 423-764-3637  
MLS Broker Code: \_\_\_\_\_ Office ID No. 767500726  
Firm license No.: 261108 Agent  
Name: James Shew Agent MLS ID  
No.: 849560368  
Agent license No.: 342411  
Agent E-mail address: jamesdanielshew@gmail.com

N/A  
Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
MLS Broker Code: \_\_\_\_\_ Office ID No. \_\_\_\_\_  
Firm license No.: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
Agent MLS ID No.: \_\_\_\_\_  
Agent license No.: \_\_\_\_\_  
Agent E-mail address: \_\_\_\_\_

This Contract has been ratified by Purchaser and Seller as of \_\_\_\_\_, 20\_\_\_\_ (“Date of Ratification”).

Acknowledgement that Contract is ratified as of the date above.

Selling Firm \_\_\_\_\_  
(signature)

Listing Firm \_\_\_\_\_  
(signature)

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VIRGINIA ASSOCIATION OF REALTORS®  
DISCLOSURE OF BROKERAGE RELATIONSHIP  
IN A RESIDENTIAL REAL ESTATE TRANSACTION  
FOR UNREPRESENTED PARTY(IES)

Property Address (if applicable): 321 Lee St  
Bristol VA

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee Daniel Shew (Broker or Salesperson) associated with Prestige Homes of the Tri Cities Inc (Brokerage Firm) represents only the following party in a residential real estate transaction:

- Seller(s) OR  Landlord(s)  
 Buyer(s) OR  Tenant(s)

**SIGNATURE OF UNREPRESENTED PARTY**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / Signature

**SIGNATURE OF UNREPRESENTED PARTY**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / Signature

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Reviewed 07/16

**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY  
Item #7**

Meeting Date: April 9, 2019  
Department: City Attorney  
Staff Contact: Randall Eads

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**AGENDA ITEM WORDING:**

Consider First Reading of an Ordinance Conveying Lots 26, 27, 28, and 29 as Described on a Plat Entitled “The Falls – Phase 3 Lots 26 through 32 Lee Highway The City of Bristol State of Virginia” to the Industrial Development Authority of Bristol Virginia.

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**ITEM BACKGROUND:**

This ordinance will authorize the conveyance of Lots 26, 27, 28, and 29 of The Falls to be conveyed to the IDA and request the IDA to convey Lots 26, 27, and 28 to Falls Acquisitions, LLC and, Lot 29 to Interstate Development Partners, LLC when all due diligence has been met.

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**PREVIOUS RELEVANT ACTION:**

The City purchased the parent tracts in 2012. City Council approved the plat on March 26, 2019.

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**STAFF RECOMMENDATIONS:**

Approve the first reading.

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**DOCUMENTATION:**      Included  Not Required

**MOTION:** I move to approve the first reading of an ordinance to convey Lots 26, 27, 28, and 29 as described on a plat entitled “The Falls – Phase 3 Lots 26 through 32 Lee Highway The City of Bristol State of Virginia” to the Industrial Development Authority of Bristol Virginia.

**AGENDA ITEM #** \_\_\_\_\_

**ORDINANCE TO CONVEY LOTS 26, 27, 28, AND 29 AS DESCRIBED ON A PLAT ENTITLED “THE FALLS – PHASE 3 LOTS 26 THROUGH 32 LEE HIGHWAY THE CITY OF BRISTOL STATE OF VIRGINIA” TO THE INDUSTRIAL DEVELOPMENT AUTHORITY OF BRISTOL VIRGINIA**

WHEREAS, the City of Bristol Virginia (hereinafter “the City”) acquired a number of parcels of land located on Lee Highway near Exit 5 off of Interstate 81 in the City of Bristol, Virginia; and

WHEREAS, the City has partnered with the Industrial Development Authority of Bristol, Virginia, Falls Acquisitions, LLC, and Interstate Development Partners, LLC through a Development Agreement for the development of a retail shopping center, commonly referred to as “The Falls;” and

WHEREAS, the City has caused a portion of the property to be subdivided as shown on a plat entitled “The Falls – Phase 3 Lots 26 through 32 Lee Highway The City of Bristol State of Virginia” which will be recorded in the office of the Clerk of Circuit Court for the City of Bristol, Virginia prior to the transfer of any lots located therein; and

WHEREAS, the City wishes to transfer to the Industrial Development Authority of Bristol, Virginia (hereinafter “the IDA”) Lots 26, 27, 28, and 29 as described on the aforementioned plat; and

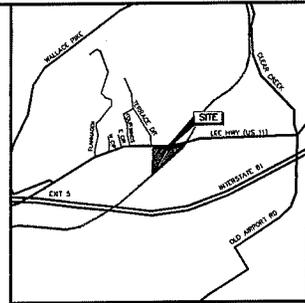
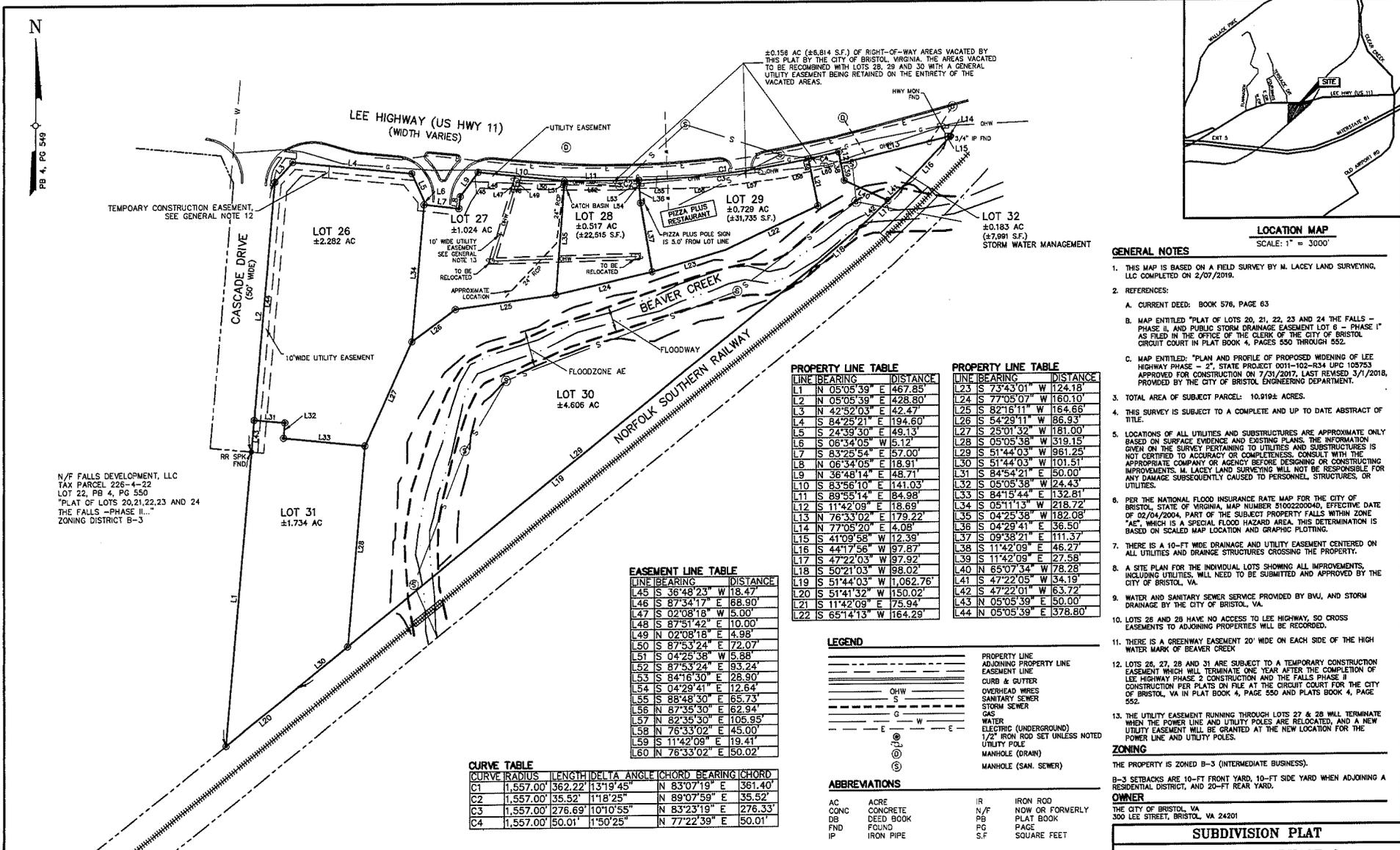
NOW THEREFORE, BE IT ORDAINED by the City Council for the City of Bristol, Virginia that the City shall transfer to the Industrial Development Authority of Bristol Virginia Lots 26, 27, 28, and 29 of that property as will be more particularly described on a survey entitled “The Falls – Phase 3 Lots 26 through 32 Lee Highway The City of Bristol State of Virginia” to be recorded in the office of the Clerk of the Circuit Court for the City of Bristol, Virginia prior to the transfer of any lots located therein; and

BE IT FURTHER ORDAINED that the City requests the Industrial Development Authority of Bristol Virginia accept the property and transfer it to Falls Acquisitions, LLC and Interstate Development Partners, LLC in accord with the Parties’ Development Agreement, at such time as is to be determined at the discretion of the IDA, Falls Acquisitions, LLC, and Interstate Development Partners, LLC.

First Reading: April 9, 2019

Second Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_



**LOCATION MAP**  
SCALE: 1" = 3000'

**GENERAL NOTES**

- THIS MAP IS BASED ON A FIELD SURVEY BY M. LACEY LAND SURVEYING, LLC COMPLETED ON 2/07/2018.
- REFERENCES:
  - CURRENT DEED: BOOK 578, PAGE 63
  - MAP ENTITLED "PLAT OF LOTS 20, 21, 22, 23 AND 24 THE FALLS - PHASE II, AND PUBLIC STORM DRAINAGE EASEMENT LOT 6 - PHASE I" AS FILED IN THE OFFICE OF THE CLERK OF THE CITY OF BRISTOL CIRCUIT COURT IN PLAT BOOK 4, PAGES 550 THROUGH 552.
  - MAP ENTITLED "PLAN AND PROFILE OF PROPOSED WIDENING OF LEE HIGHWAY PHASE - 2", STATE PROJECT 0011-102-R34 UPC 105753 APPROVED FOR CONSTRUCTION ON 7/31/2017, LAST REVISED 3/1/2018, PROVIDED BY THE CITY OF BRISTOL ENGINEERING DEPARTMENT.
- TOTAL AREA OF SUBJECT PARCEL: 10.919± ACRES.
- THIS SURVEY IS SUBJECT TO A COMPLETE AND UP TO DATE ABSTRACT OF TITLE.
- LOCATIONS OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATE ONLY BASED ON SURFACE EVIDENCE AND EXISTING PLANS. THE INFORMATION GIVEN ON THE SURVEY PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED TO ACCURACY OR COMPLETENESS. CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING OR CONSTRUCTING IMPROVEMENTS. M. LACEY LAND SURVEYING WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUBSEQUENTLY CAUSED TO PERSONNEL, STRUCTURES, OR UTILITIES.
- PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR THE CITY OF BRISTOL, STATE OF VIRGINIA, MAP NUMBER 5100220040, EFFECTIVE DATE OF 02/04/2004, PART OF THE SUBJECT PROPERTY FALLS WITHIN ZONE "AE" WHICH IS A SPECIAL FLOOD HAZARD AREA. THIS DETERMINATION IS BASED ON SCALED MAP LOCATION AND GRAPHIC PLOTTING.
- THERE IS A 10'-FT WIDE DRAINAGE AND UTILITY EASEMENT CENTERED ON ALL UTILITIES AND DRAINAGE STRUCTURES CROSSING THE PROPERTY.
- A SITE PLAN FOR THE INDIVIDUAL LOTS SHOWING ALL IMPROVEMENTS, INCLUDING UTILITIES, WILL NEED TO BE SUBMITTED AND APPROVED BY THE CITY OF BRISTOL, VA.
- WATER AND SANITARY SEWER SERVICE PROVIDED BY BVU, AND STORM DRAINAGE BY THE CITY OF BRISTOL, VA.
- LOTS 28 AND 29 HAVE NO ACCESS TO LEE HIGHWAY, SO CROSS EASEMENTS TO ADJOINING PROPERTIES WILL BE RECORDED.
- THERE IS A GREENWAY EASEMENT 20' WIDE ON EACH SIDE OF THE HIGH WATER MARK OF BEAVER CREEK.
- LOTS 26, 27, 28 AND 31 ARE SUBJECT TO A TEMPORARY CONSTRUCTION EASEMENT WHICH WILL TERMINATE ONE YEAR AFTER THE COMPLETION OF LEE HIGHWAY PHASE 2 CONSTRUCTION AND THE FALLS PHASE II CONSTRUCTION PER PLANS ON FILE AT THE CIRCUIT COURT FOR THE CITY OF BRISTOL, VA IN PLAT BOOK 4, PAGE 550 AND PLATS BOOK 4, PAGE 552.
- THE UTILITY EASEMENT RUNNING THROUGH LOTS 27 & 28 WILL TERMINATE WHEN THE POWER LINE AND UTILITY POLES ARE RELOCATED, AND A NEW UTILITY EASEMENT WILL BE GRANTED AT THE NEW LOCATION FOR THE POWER LINE AND UTILITY POLES.

**ZONING**

THE PROPERTY IS ZONED B-3 (INTERMEDIATE BUSINESS).  
B-3 SETBACKS ARE 10-FT FRONT YARD, 10-FT SIDE YARD WHEN ADJOINING A RESIDENTIAL DISTRICT, AND 20-FT REAR YARD.

**OWNER**

THE CITY OF BRISTOL, VA  
300 LEE STREET, BRISTOL, VA 24201

**SUBDIVISION PLAT**

**THE FALLS - PHASE 3  
LOTS 26 THROUGH 32  
LEE HIGHWAY  
THE CITY OF BRISTOL  
STATE OF VIRGINIA**

**M. LACEY LAND SURVEYING, LLC**  
PROFESSIONAL LAND SURVEYING SERVICES  
579 BEECH GROVE ROAD, BULLS GAP, TN 37711  
PHONE: 423-235-5546  
E-MAIL: MLACEY@MLACEYLANDSURVEYING.COM  
WWW.MLACEYLANDSURVEYING.COM

Date 03/08/2019	Project No. 8070207	Drawing No. SU-2	Rev 2
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**PROPERTY LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 05°05'39" E	467.85'
L2	N 05°05'39" E	428.80'
L3	N 42°52'03" E	42.47'
L4	S 84°25'21" E	194.60'
L5	S 24°39'30" E	49.13'
L6	S 06°34'05" W	51.72'
L7	S 83°25'54" E	157.00'
L8	N 06°34'05" E	18.91'
L9	N 36°48'14" E	48.71'
L10	S 83°56'10" E	141.03'
L11	S 89°55'14" E	84.98'
L12	S 11°42'09" E	18.69'
L13	N 76°33'02" E	179.22'
L14	N 77°05'20" E	4.08'
L15	S 41°09'58" W	12.39'
L16	S 44°17'56" W	97.87'
L17	S 47°22'03" W	97.92'
L18	S 50°21'03" W	198.02'
L19	S 51°44'03" W	11,062.76'
L20	S 11°13'29" W	150.02'
L21	S 11°42'09" E	75.94'
L22	S 65°14'13" W	164.29'

**PROPERTY LINE TABLE**

LINE	BEARING	DISTANCE
L23	S 73°43'01" W	124.18'
L24	S 77°05'07" W	160.10'
L25	S 82°16'11" W	164.66'
L26	S 54°29'11" W	86.93'
L27	S 25°01'32" W	181.00'
L28	S 05°05'58" W	319.15'
L29	S 51°44'03" W	961.25'
L30	S 51°44'03" W	101.51'
L31	S 84°54'21" E	50.00'
L32	S 05°05'38" W	24.43'
L33	S 84°15'44" E	132.81'
L34	S 05°11'13" W	218.72'
L35	S 04°25'38" W	182.08'
L36	S 04°29'41" E	36.50'
L37	S 09°38'21" E	111.37'
L38	S 11°42'09" E	46.27'
L39	S 11°42'09" E	27.58'
L40	N 65°07'34" W	78.28'
L41	S 47°22'05" W	34.19'
L42	S 47°22'01" W	63.72'
L43	N 05°05'39" E	50.00'
L44	N 05°05'39" E	378.80'

**EASEMENT LINE TABLE**

LINE	BEARING	DISTANCE
L45	S 36°48'23" W	18.47'
L46	S 87°34'17" E	68.90'
L47	S 02°08'18" W	5.00'
L48	S 87°51'42" E	10.00'
L49	N 02°08'18" E	4.98'
L50	S 87°53'24" E	72.07'
L51	S 04°26'38" W	5.88'
L52	S 87°53'24" E	93.24'
L53	S 84°16'30" E	26.90'
L54	S 04°29'41" E	12.64'
L55	S 88°48'30" E	65.73'
L56	N 87°35'30" E	62.94'
L57	N 82°35'30" E	105.95'
L58	N 76°33'02" E	45.00'
L59	S 11°42'09" E	19.41'
L60	N 76°33'02" E	50.02'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	1,557.00'	362.22'	13°19'45"	N 83°07'19" E	361.40'
C2	1,557.00'	35.52'	1°18'25"	N 89°07'59" E	35.52'
C3	1,557.00'	276.69'	10°10'55"	N 83°23'19" E	276.33'
C4	1,557.00'	50.01'	1°50'25"	N 77°22'39" E	50.01'

**LEGEND**

- ADJOINING PROPERTY LINE
- EASEMENT LINE
- CURB & GUTTER
- OVERHEAD WIRES
- SANITARY SEWER
- STORM SEWER
- GAS
- WATER
- ELECTRIC (UNDERGROUND)
- 1/2" IRON ROD SET UNLESS NOTED
- UTILITY POLE
- MANHOLE (DRAIN)
- MANHOLE (SAN. SEWER)

**ABBREVIATIONS**

- AC ACRE
- CONC CONCRETE
- DB DEED BOOK
- FOUND FOUND
- IP IRON PIPE
- IR IRON ROD
- N/F NOW OR FORMERLY
- PB PLAT BOOK
- PG PAGE
- S.F. SQUARE FEET

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

THE PLATTING AND DEDICATION OF THE FALLS - PHASE 3, LOTS 26 THROUGH 32 SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

DATE \_\_\_\_\_ OWNER \_\_\_\_\_

DATE \_\_\_\_\_ OWNER \_\_\_\_\_

STATE OF \_\_\_\_\_ CITY OR COUNTY OF \_\_\_\_\_

THIS PLAT WAS ACKNOWLEDGED BY THE OWNERS BEFORE ME THIS \_\_\_\_\_ OF \_\_\_\_\_ 2019. (NOTARY)

MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

THIS SUBDIVISION KNOWN AS THE FALLS - PHASE 3, LOTS 26 THROUGH 32 IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

DATE \_\_\_\_\_ HEALTH DEPT. \_\_\_\_\_

DATE \_\_\_\_\_ CITY ENGINEER \_\_\_\_\_

DATE \_\_\_\_\_ UTILITY BOARD \_\_\_\_\_

DATE \_\_\_\_\_ PLANNING COMMISSION \_\_\_\_\_

DATE \_\_\_\_\_ CITY CLERK \_\_\_\_\_

DATE \_\_\_\_\_ CLERK OF CIRCUIT COURT \_\_\_\_\_

**CERTIFICATE OF ACCURACY**

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE SUBDIVISION ORDINANCE OF BRISTOL, VIRGINIA AND THAT THE MONUMENTS HAVE BEEN PLACED HEREON.

DATE \_\_\_\_\_ SURVEYOR: MICHAEL LACEY

CLS # 002809 SCALE: 1" = 100'

TAX MAP # 228-A-4 SUBDIVISION # 4

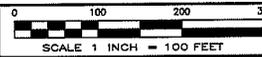
BLOCK # N/A SHEET 1 OF 1

3/8/19

MICHAEL LACEY  
Lic. No. 2906

M. LACEY LAND SURVEYING, LLC

MICHAEL LACEY, PLS 2906  
PROFESSIONAL LAND SURVEYOR



**LEGAL ADS**

**Legal Notices**



The following matter is scheduled for public hearing at the Tuesday, April 9th meeting of the Bristol, Virginia City Council at 6pm in City Council Chambers, 300 Lee Street: (1) the sale of city-owned property at 321 Lee Street. Additional information may be obtained by contacting the City Manager's Office at 300 Lee Street, Bristol, Virginia, 276-645-7300.

**Legal Notices**



The following matter is scheduled for public hearing at the Tuesday, April 9th meeting of the Bristol, Virginia City Council at 6pm in City Council Chambers, 300 Lee Street: an ordinance to convey lots 26, 27, 28, and 29 at The Falls, Phase III to the Industrial Development Authority of Bristol, Virginia, pursuant to 15.2-1800(b). Additional information may be obtained by contacting the City Manager's Office at 300 Lee Street, Bristol, Virginia, 276-645-7300.

**Legal Notices**



A Joint Public Hearing of the Bristol Virginia City Council and the Bristol Virginia Planning Commission will be held as a part of the regular City Council meeting on Tuesday, April 9 at 6:00 p.m. in the Bristol, Virginia City Council Chambers, located at 300 Lee Street. The hearing will consider the following matter:

**SPECIAL EXCEPTION #02-2019 - 200 Bob Morrison Boulevard, Bristol, VA (Tax Map No. 25-7-13-D) REQUEST TO ALLOW A BLOCK MANUFACTURING OPERATION AND ASSOCIATED CONCRETE PLANT**

Additional information may be obtained by contacting the Office of Community Development and Planning at 300 Lee Street, Bristol, Virginia, at 276-645-3784 or sally.morgan@bristolva.org



A Joint Public Hearing of the Bristol Virginia City Council and the Bristol Virginia Planning Commission will be held as a part of the regular City Council meeting on Tuesday, April 9 at 6:00 p.m. in the Bristol, Virginia City Council Chambers, located at 300 Lee Street. The hearing will consider the following matter:

**PROPOSED REVISIONS TO THE FUTURE LAND USE MAP IN THE BRISTOL, VIRGINIA COMPREHENSIVE PLAN**

Additional information may be obtained by contacting the Office of Community Development and Planning at 300 Lee Street, Bristol, Virginia, 276-645-3784 or email to sally.morgan@bristolva.org

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**Additions-Remodel**

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**Ceilings**

**Ceilings**

**BRISTOL, VIRGINIA CITY COUNCIL**  
**AGENDA ITEM SUMMARY**  
**Item #8**

Meeting Date:   4/9/19    
Department:   Treasurer's Office    
Staff Contact:   Angel Britt  

---

**AGENDA ITEM WORDING:**

Treasurer: Publication of delinquent personal property accounts that were due December 5, 2014 through December 5, 2017.

---

**ITEM BACKGROUND:**

none

---

**PREVIOUS RELEVANT ACTION:**

none

---

**STAFF RECOMMENDATIONS:**

Virginia Code 58.1-3924 authorizes the Treasurer to publish delinquent lists. The list will include all delinquent personal property as of May 1, 2019 for tax years 2014 through 2017.

**DOCUMENTATION:**      Included  Not Required

**MOTION:**

N/A \_\_\_\_\_  
\_\_\_\_\_

**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY  
Item #10**

Meeting Date: 4/9/19  
Department: Finance/City Manager  
Staff Contact: **Tamrya Spradlin** **Randall Eads**

---

**AGENDA ITEM WORDING:**

Consider Resolution Establishing the FY19-20 Real Property Tax Rate.

---

**ITEM BACKGROUND:**

This resolution will set the tax rate in order for tax bills to be sent out for the June 5, 2019 payment deadline.

The resolution fixes the rate at \$1.17 per one hundred dollars of assessed valuation for calendar year 2019. No increase is proposed.

---

**PREVIOUS RELEVANT ACTION:**

---

**STAFF RECOMMENDATIONS:**

Approve the resolution.

---

**DOCUMENTATION:**      Included   X        Not Required           

**MOTION:**   I move to approve the resolution establishing the tax rate.



Office of the  
City Manager

## City of Bristol, Virginia

300 Lee Street, Bristol, Virginia 24201 (276) 645-7333  
FAX: (276) 821-6278  
Website: [www.bristolva.org](http://www.bristolva.org)



# Resolution Establishment of Real Property Tax Rate for Fiscal Year 2019-2020

WHEREAS, section 15.2-2503 of the Code of Virginia requires the governing bodies of every locality in the Commonwealth to prepare and approve a budget for the ensuing fiscal year and to fix a tax rate for the calendar year no later than the first day of the fiscal year; and

WHEREAS the City of Bristol, Virginia collects real property taxes on a semi-annual basis, which requires that the tax rate be fixed by the governing body early enough to allow preparation of invoices for the first installment payment, which is due annually no later than June 5; however, the tax rate for personal property, machinery and tools, and other such taxes the City Council may impose shall be collected with the second installment of real property taxes, which are billed at a later date and due to be paid annually no later than December 5; and

WHEREAS, the City Council of Bristol, Virginia has received funding requests from the City's officers and heads of departments and agencies for inclusion in the budget for fiscal year 2019-2020; and

WHEREAS, the City Council has reviewed during work session meetings prior to the date of this resolution such requests and estimates of anticipated City revenues from local and intergovernmental sources for fiscal year 2019-2020; and

WHEREAS, based on these actions the City Council is prepared to fix the real estate property tax rate for calendar year 2019 but will delay action to set the rate for personal property, machinery and tools, and other such taxes as the City Council may impose to a later date, but no later than the first day of the upcoming fiscal year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bristol, Virginia, that the unit tax levy on real property in calendar year 2019 is hereby set as follows:

A city-wide unit levy for general city purposes and school purposes of one dollar and seventeen cents (\$1.17) per one hundred dollars of assessed valuation of all taxable real estate, mobile home and public utilities at 100% of fair market value.

BE IT FURTHER RESOLVED that the unit tax levies on taxable tangible personal property, taxable machinery and tools and other such levies as the City Council shall impose for fiscal year 2019-2020 shall be set at the time of adoption of the City budget, not later than June 30, 2019.

Approved at the regular meeting of the City Council for the City of Bristol, Virginia,  
April 9, 2019.

---

Kevin Mumpower, Mayor

Attest:

---

Nicole Storm, City Clerk

Clerk's Certificate

I, the undersigned, certify that I am Clerk of the City Council for the City of Bristol, Virginia and that the foregoing is a true copy of the resolution duly adopted at the regularly held City Council meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at which a quorum was present and voted.

Nicole Storm, City Clerk

**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY  
Item # 11.1**

Meeting Date: 4/9/19  
Department: City Clerk  
Staff Contact: Nicole Storm

---

**AGENDA ITEM WORDING:**

Consider Approval of Minutes.

---

**ITEM BACKGROUND:**

**PREVIOUS RELEVANT ACTION:**

Approval of meeting minutes:

March 12, 2019 Regular Meeting  
March 16, 2019 Budget Workshop  
March 23, 2019 Budget Workshop

---

**STAFF RECOMMENDATIONS:**

---

**DOCUMENTATION:**      Included  X       Not Required \_\_\_\_\_

**MOTION:** I move to approve the consent agenda.

March 12, 2019

A REGULAR MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON MARCH 12, 2019 AT 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR KEVIN MUMPOWER WINGARD PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR KEVIN WINGARD, ANTHONY FARNUM, WILLIAM HARTLEY, AND NEAL OSBORNE. MAYOR KEVIN MUMPOWER WAS ABSENT. CITY MANAGER/INTERIM CITY ATTORNEY, RANDALL EADS, AND CHIEF FINANCIAL OFFICER TAMRYA SPRADLIN WERE ALSO PRESENT.

City Manager Randall Eads reminded citizens that there are openings on the Planning Commission and Transportation Safety Committee.

Jackie Nophlin, Casey Almarod, Breanne Forbes Hubbard, David Sizemore, Melissa Gemmill, Kimberly Pierson, Randa Blackley, and Jared Rader spoke about the need to address accessibility and safety issues at City schools.

Nancy Marney spoke about the amount of money the City has in its reserve fund and how much is earmarked for upcoming debt payments. Michael Pollard asked that the budget workshop being held on Saturday be videotaped and made available to the public and about funding renovations at City schools.

Mr. Osborne made a motion to table items #1 and #2 from the regular agenda. Mr. Wingard seconded the motion, which carried by the following votes:

AYES: Farnum, Hartley, Osborne, Wingard, Mumpower.

Mr. Osborne made a motion to add a closed session (proprietary) after item #3. Mr. Wingard seconded the motion, which carried by the following votes:

AYES: Farnum, Hartley, Osborne, Wingard, Mumpower.

1. ~~Consider a Public Hearing on the Sale of City Owned Property at 321 Lee Street.~~
2. ~~Consider Approval of Offer Received on 321 Lee Street.~~
3. Consider Resolution Adopting the Five Year Update of the Mount Rogers Hazard Mitigation Plan.

City Manager Randall Eads said that the hazard mitigation plan must be approved every five years by localities in the Mt. Rogers Planning District, in order to be eligible to receive federal funding for pre-disaster mitigation programs. Mr. Eads read the resolution:

#### **RESOLUTION PRE-DISASTER HAZARD MITIGATION PLAN**

**WHEREAS**, the Federal Emergency Management Agency, the Commonwealth of Virginia's Department of Emergency Management, and the Mount Rogers Planning District Commission agree that a regional Pre-Disaster Hazard Mitigation Plan shall be developed for the Mount Rogers Planning District; and **WHEREAS**, the Mount Rogers Planning District Commission has completed the necessary tasks required by the agreement between the Virginia's Department of Emergency Management and the Mount Rogers Planning District Commission; and **WHEREAS**, the Pre-Disaster Hazard Mitigation Plan contains risk assessments and potential losses of each of the identified hazards, a mitigation strategy to reduce or eliminate the risk of damage from future incidents, and a process to update the plan every five (5) years, thereby making the City of Bristol, Virginia, a jurisdiction of the Mount Rogers Planning District, eligible for federal disaster relief and hazard mitigation grant assistance.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Bristol, Virginia adopts the Pre-Disaster Hazard Mitigation Plan.

Mr. Wingard made a motion to approve the resolution, which was seconded by Mr. Osborne. Mr. Hartley thanked the planning district staff for their work on the hazard mitigation plan. The motion carried by the following votes:

March 12, 2019

AYES: Farnum, Hartley, Osborne, Wingard, Mumpower.

3a. Closed session pursuant to §2.2-3711.A6, Code of Virginia, 1950, as amended. 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 (proprietary).

Mr. Osborne made a motion to go into closed session for the reasons stated, which was seconded by Mr. Wingard. The motion carried by the following votes:

AYES: Farnum, Hartley, Osborne, Wingard, Mumpower.

Mayor Mumpower asked for a roll call vote to certify the closed session.

AYES: Farnum, Hartley, Osborne, Wingard, Mumpower.

4. Consider Granting Approval for City Manager to Enter into Contract with Bristol Baseball, Inc.

City Manager Randy Eads said that Bristol Baseball, Inc. has been in a lease agreement with the city for a number of years. The city asked to renegotiate the agreement and revise the lease in regards to field maintenance responsibilities.

Mr. Osborne made a motion to accept the contract which was seconded by Mr. Farnum. The motion carried by the following votes:

AYES: Farnum, Hartley, Osborne, Wingard, Mumpower.

5. Presentation of Outside Agency (Non-Mandated) Budget Requests for FY 19-20.

The following agencies made presentations of their FY19-20 budget requests:

Maggie Bishop, Believe in Bristol  
Rob Nicar, Birthplace of Country Music Museum  
Courtney Cacatian, Discover Bristol

6. Presentation of Bristol Virginia Public Schools Budget Request for FY 19-20.

Superintendent Dr. Keith Perrigan made a presentation of the Bristol Virginia Public Schools FY19-20 budget request, which included local funding of \$7,072,010.00 and capital funding of \$14,413,243.00.

6.1 Consider Approval of Street Closure Request for the Bristol Wing War – May 25, 2019

Mr. Osborne made a motion to approve the consent agenda as presented. Mr. Farnum seconded the motion, which carried by the following votes:

AYES: Farnum, Hartley, Osborne, Wingard, Mumpower.

There being no further business, the meeting was adjourned.

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\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

March 16, 2019

A WORKSHOP ON THE FY 2019-2020 BUDGET WITH THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON SATURDAY, MARCH 16 AT 9:00AM, 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR KEVIN MUMPOWER PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR KEVIN WINGARD, ANTHONY FARNUM, WILLIAM HARTLEY, AND NEAL OSBORNE. CITY MANAGER/INTERIM CITY ATTORNEY, RANDALL EADS, AND CHIEF FINANCIAL OFFICER TAMRYA SPRADLIN WERE ALSO PRESENT.

Mayor Mumpower called the meeting to order and asked for a moment of silence, followed by the pledge of allegiance.

REGULAR AGENDA

1. Discussion of FY 19-20 Budget.

City Manager Randall Eads gave an overview of options regarding the Solid Waste Disposal Fund and adjustments to collections rates.

Council discussed the items presented.

There being no other business, the meeting was adjourned.

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City Clerk

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Mayor

March 23, 2019

A WORKSHOP ON THE FY 2019-2020 BUDGET WITH THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON SATURDAY, MARCH 23 AT 9:00AM, 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR KEVIN MUMPOWER PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR KEVIN WINGARD, ANTHONY FARNUM, WILLIAM HARTLEY, AND NEAL OSBORNE. CITY MANAGER/INTERIM CITY ATTORNEY, RANDALL EADS, AND CHIEF FINANCIAL OFFICER TAMRYA SPRADLIN WERE ALSO PRESENT.

Mayor Mumpower called the meeting to order and asked for a moment of silence, followed by the pledge of allegiance.

REGULAR AGENDA

1. Discussion of FY 19-20 Budget.

City Manager Randall Eads gave an overview of options regarding the Solid Waste Disposal Fund and adjustments to collections rates.

Council discussed the items presented.

There being no other business, the meeting was adjourned.

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City Clerk

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Mayor

**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item #11.2**

Meeting Date: April 9, 2019  
Department: Transit /Special Events  
Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consideration of a multi-street closure for the Run for Phil 5k on May 25, 2019.

---

**ITEM BACKGROUND:**

We Run Events has requested street closures so that they can hold the annual Run for Phil 5K in the downtown area of Bristol. The streets being requested are Moore Street, Piedmont Avenue, Cumberland Street and Martin Luther King Jr., Blvd. A map of the 5K route is attached. The event is scheduled to begin at 8:00 AM on May 25, 2019 and all of the streets should be reopened by 10:00 AM. The actual closure will begin at 5:30 AM.

---

**PREVIOUS RELEVANT ACTION:**

This event has been approved in previous years.

---

**Staff Recommendations:** All required documents have been submitted and staff recommends the approval of this request.

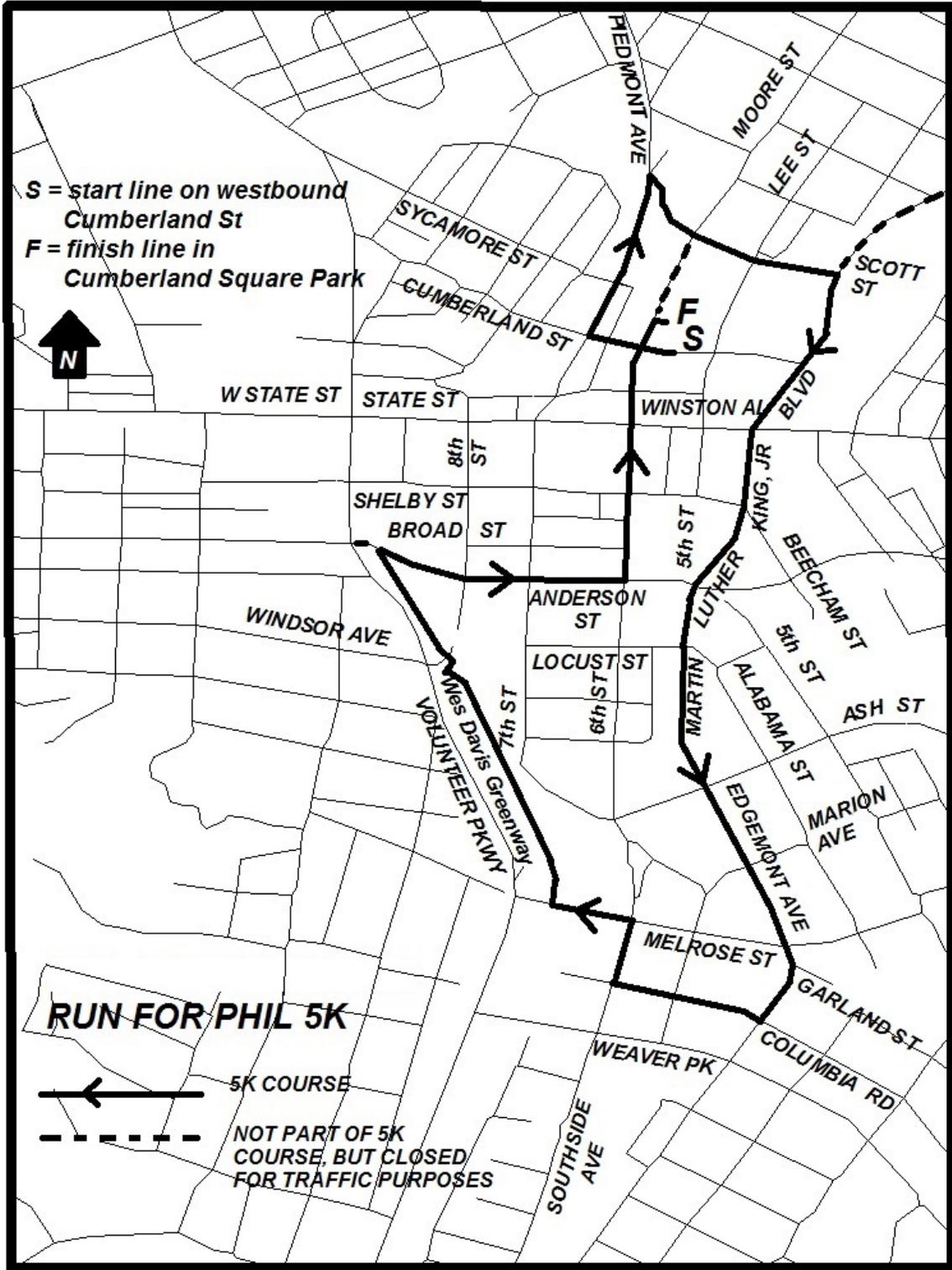
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**DOCUMENTATION:**      Included   X        Not Required     

**MOTION:** I move to approve all items on the consent agenda as presented

**AGENDA ITEM #** \_\_\_\_\_



**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY  
Item # 11.3**

Meeting Date: April 9, 2019  
Department: Transit/Special Events  
Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consideration of a street closure for the annual Creative Learning Center Carnival for May 9, 2019. Rain date of May 13.

---

**ITEM BACKGROUND:**

The Creative Learning Center, which is located in the First Baptist Church on Virginia Street, has requested that the block of Virginia Street between East State Street and Buford Street be closed so that they can hold their annual carnival. The closure request is for Thursday May 9, 2019 and the carnival will run from 9:30 AM to 12:30 PM. The actual closure would be from 9:00 AM to approximately 1:00 PM. A rain date of Monday May 13, 2019 at the same time has been requested.

---

**PREVIOUS RELEVANT ACTION:**

This event has been approved for the past 30+ years.

---

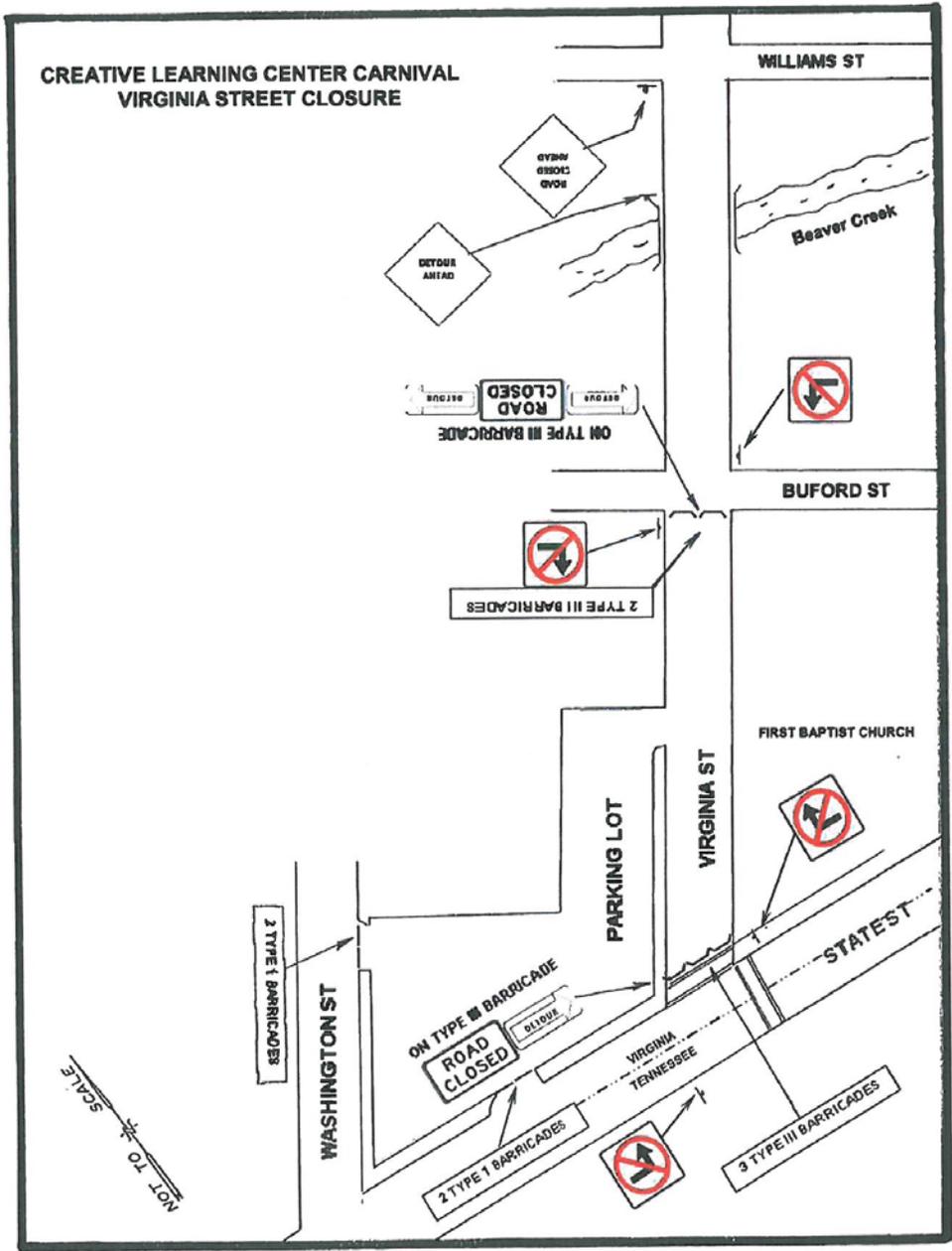
**STAFF RECOMMENDATIONS:**

Staff recommends approval of this request.

---

**DOCUMENTATION:**      Included  Not Required

**MOTION:** I move to approve all items on the consent agenda as presented.



**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY  
Item # 11.4**

Meeting Date: April 9, 2019  
Department: Transit/Special Events  
Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consideration of street closures for the annual Border Bash events.

---

**ITEM BACKGROUND:**

Believe in Bristol is requesting permission to close the following streets on the following dates for their annual Border Bash Summer Concert Series:  
600, 700 Blocks of State Street and Piedmont Intersection on May 17 and August 2, 2019. These will be closed by Bristol Virginia Public Works  
800 Block of State Street on June 1 and July 19, 2019. These will be closed by Bristol Tennessee Public Works.  
400 and 500 Blocks of State Street on June 21, 2018. This will be closed by Bristol Tennessee Public Works.  
All closure requests will be from 5:00 PM to 11:00 PM.  
Believe in Bristol has submitted all the required paperwork.

---

**PREVIOUS RELEVANT ACTION:**

City Council has approved these closures in previous years.

---

**STAFF RECOMMENDATIONS:**

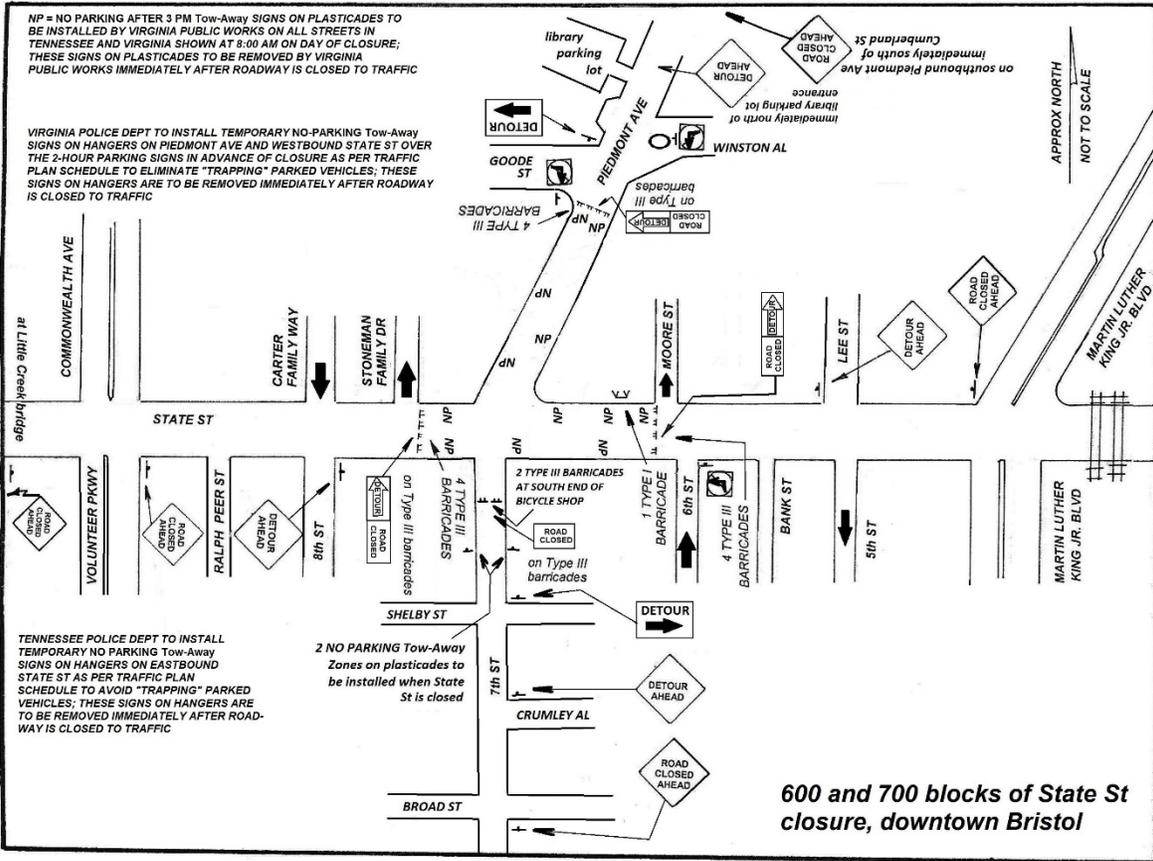
Staff recommends the street closures be approved as requested.

---

**DOCUMENTATION:**      Included  Not Required

**MOTION:** I move to approve all items on the consent agenda as presented.







**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item # 11.5**

Meeting Date: April 9, 2019

Department: Transit/Special Events

Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consider a Street Closure Request for the 2019 Sounds of Summer Concert Series.

---

**ITEM BACKGROUND:**

The City of Bristol Tennessee is requesting permission to close a portion of the 800 block of State Street from Carter Family Way to Ralph Peer Street (TN) for their annual Sounds of Summer Concert Series. The traffic control plan showing the limits of the closure and detour information is attached.

The request is to close the street from 6 PM to 10 PM on the following dates: June 13, July 11 and August 22, 2019. This is a Bristol Tennessee event and all closures will be performed by Bristol Tennessee forces, no Bristol Virginia personnel will be required.

---

**PREVIOUS RELEVANT ACTION:**

This is an annual event last approved by the City Council in 2018.

---

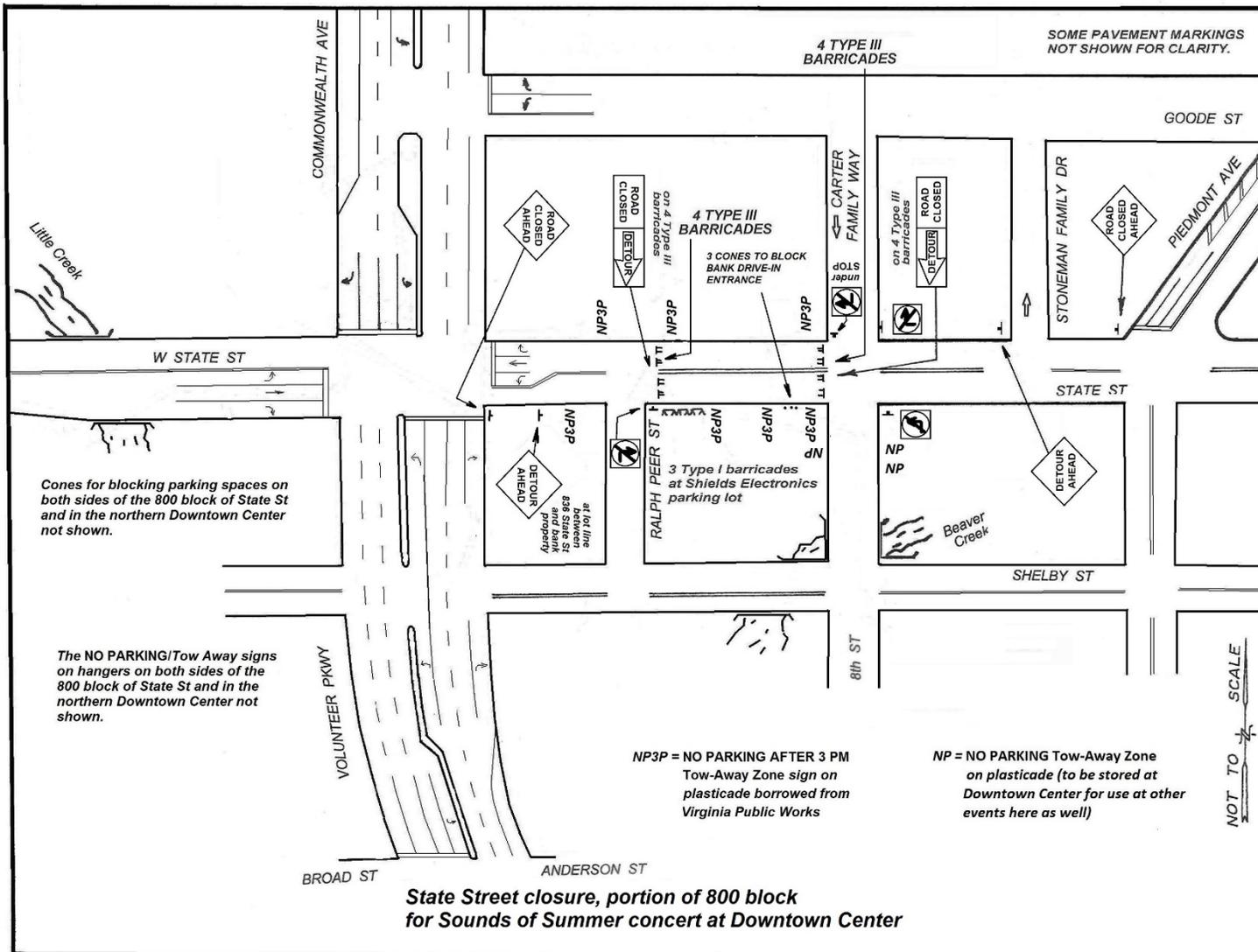
**Staff Recommendations:**

All required documents have been submitted. Because of this, staff recommends the street closure be approved as requested.

---

**DOCUMENTATION:**      Included   X                Not Required      

**MOTION:** I move to approve all items on the consent agenda as presented.



Cones for blocking parking spaces on both sides of the 800 block of State St and in the northern Downtown Center not shown.

The NO PARKING/Tow Away signs on hangers on both sides of the 800 block of State St and in the northern Downtown Center not shown.

NP3P = NO PARKING AFTER 3 PM  
Tow-Away Zone sign on plasticade borrowed from Virginia Public Works

NP = NO PARKING Tow-Away Zone on plasticade (to be stored at Downtown Center for use at other events here as well)

**State Street closure, portion of 800 block for Sounds of Summer concert at Downtown Center**

NOT TO SCALE

**BRISTOL, VIRGINIA CITY COUNCIL  
AGENDA ITEM SUMMARY  
Item #11.6**

Meeting Date: April 9, 2019  
Department: Finance  
Staff Contact: Tamrya Spradlin

---

**AGENDA ITEM WORDING:** Consider a supplemental appropriation of **\$744,845** to the FY19 Budget per the Items Listed Below.

**Police Department**

Appropriate recovered costs to Education & Training.

Expenditure	4-001-31010-5540	Education & Training	\$645
Revenue	3-001-19010-0009	Recovered Costs-Police	\$645

Appropriate a donation received to Clothing & Personal Supplies.

Expenditure	4-001-31010-6011	Clothing & Personal Supplies	\$200
Revenue	3-001-18040-0001	Donations & Gifts-Police Dept.	\$200

**Street & Engineering Division**

Appropriate VDOT primary extension funding.

Expenditure	4-001-41010-3315	Primary Extension Funding	\$144,000
Revenue	3-001-24030-0078	VDOT-Primary Extension Impr.	\$144,000

**Capital Projects Fund – Lee Highway Widening Phase 2**

Appropriate additional VDOT funds for Lee Highway Widening Phase 2. This project is 100% VDOT funded.

Expenditure	4-009-95755-8112	Other Improvements or Const.	\$600,000
Revenue	3-009-24030-0101	VDOT Lee Hwy Widening Phase 2	\$600,000

---

**ITEM BACKGROUND:**

On June 12, 2018, the Bristol Virginia City Council adopted the FY19 Budget. The above items are an additional appropriation to the original budget.

---

**PREVIOUS RELEVANT ACTION:**

June 12, 2018, the adoption of the FY19 Budget

---

**STAFF RECOMMENDATIONS:**

Staff recommends that Council approve the supplemental appropriation as listed.

**DOCUMENTATION:**      Included   X                Not Required \_\_\_\_\_

**MOTION:**



# CITY OF BRISTOL VIRGINIA POLICE DEPARTMENT



John S. Austin  
Chief of Police

501 Scott Street, Bristol, Virginia 24201 (276) 645-7400  
E-Mail: [bvacop@bristolva.org](mailto:bvacop@bristolva.org) Fax: (276) 645-7405

March 5, 2019

TO: Tamrya Spradlin  
Chief Financial Officer

RE: Check Deposit Request

I respectfully request that the funds from Highlands Community Services (check #0123910-attached) for \$645.00 be placed in 31010-5540. This is reimbursement for charges to PD Visa card ending in #5580 on 02/04/2019. Mark Edwards was reimbursed the full registration amount for the training he will be attending 04/22-25, 2019.

Thank you for your consideration in this matter.

John S. Austin  
Chief of Police

JSA/bt

attachment

LR0009  
3-001-19010-  
0009



**Highlands Community Services**  
 610 Campus Drive (276) 525-1550  
 Abingdon, VA 24210

Check Number: 0123910  
 Date: 02/28/2019

To: MARK W EDWARDS 09554

Invoice Number	Date	PO Number	Description	Amount	Discount	Paid Amount
22819-REIMB-OPTR	02/28/2019	P0043218		\$645.00	\$0.00	\$645.00

TOTALS: \$645.00 \$0.00 \$645.00

REMOVE DOCUMENT ALONG THIS PERFORATION

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER • THERMOCHROMIC INK ON BACK



**Highlands Community Services**  
 610 Campus Drive  
 Abingdon, VA 24210 (276) 525-1550

LR0009

**First Bank and Trust Company**  
 18528 Lee Highway  
 Abingdon, VA 24212-1000

DATE  
 Feb 28, 2019

0123910  
 051404464

Six Hundred Forty Five Dollars and 00 Cents

AMOUNT  
 \$645.00

Pay to the Order of:  
 MARK W EDWARDS

90 WINDING WAY RD  
 BRISTOL, VA 24201

*Katherine M. Simpson*

SECURITY FEATURES INCLUDE: DETAILS ON BACK



**City of Bristol Virginia  
Department Purchase Requisition Form**

**COPY**

<b>Date of Requisition</b>	Tuesday, February 05, 2019
<b>Department Name:</b>	Police
<b>Purpose/Description</b>	Training

<b>Vendor Ordered/Purchased From</b>	HMP Global (visa)	
<b>Payment to: please check one</b>	<input type="checkbox"/> Vendor	<input checked="" type="checkbox"/> paid by City Credit Card 5580

<b>Purchase Order #</b>	29475	A purchase order is required if the amount purchase is over \$500. A purchase order is to be obtained before making purchase
<b>Invoice Number:</b>	10501	
<b>Invoice Date:</b>	Monday, February 04, 2019	
<b>Received By:</b>	M. Edwards	

Material & Description	Charge to		Unit Price	QTY (#)	AMOUNT
	Dept #	Account #			
Registration for 2019 Rx Drug Abuse & Herion Summit 04/22-25, 2019 Atlanta (Det. Edwards) *to be reimbursed to city*	31010	5540	645.00	1	645.00
				<b>Total</b>	<b>645.00</b>

Fiscal Year Budget

Budget Remaining After Purchase

Department Approval:

CFO Signature:

City Manager Signature:

Council Approved Date

Quotes Attached

packing Slip/Bill of Lading Attached

*John [Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approval Level  
Up to \$5,000  
Up to \$10,000  
Up to \$15,000  
Over \$15,000  
rev 12/06/2017



# Rx Drug Abuse & Heroin Summit

April 22–25, 2019  
**ATLANTA, GA**

AN NCAD MEETING

Show Info.

Policies

Directions

Contact us

## Registration Confirmation

Thank you for registering for 2019 National Rx Drug Abuse & Heroin Summit to be held at Hyatt Regency Atlanta.

Shortly you will receive an email confirmation. Please print and bring your confirmation with you for admission to the show.

**Please make sure all registration information is correct.**

1.



Badge #: 10501  
Mark Edwards

<b>Company:</b>	City of Bristol Virginia Police Department	<b>Qty.</b>	<b>Description</b>	<b>Amount</b>
<b>Title:</b>	Detective	1	Non-profit, Clinician, Government, Academic Rate	\$645.00
<b>Address:</b>	501 Scott Street Bristol, VA 24201 United States			<b>Total:</b> \$645.00
<b>Phone Number:</b>	276-645-3750			<b>Total Paid:</b> \$645.00
<b>Email:</b>				<b>Balance:</b> \$0.00
				<b>Grand Total:</b> \$645.00
				<b>Total Paid:</b> \$645.00
				<b>Balance:</b> \$0.00

Thank you for your registration! See you at the event!

February 25, 2019

TO: Randall Eads  
City Manager

RE: Donation from Bristol Virginia Republican Committee

We have received a donation, in honor of Kevin Corbett, from the Bristol Virginia Republican Committee in the amount of \$200.00.

I would like to request that this money be added to our Police Donations Line Item 18040-0001.

All consideration for this request by City Council will be greatly appreciated.

  
J. S. Austin  
Chief of Police

JSA:bt

Attachment

3-001-18040-0001  
LD0001

31010-6011

LD0001

**BRISTOL VIRGINIA REPUBLICAN COMMITTEE**  
2647 EVERETT ST  
BRISTOL, VA 24201

**1185**

02-21 20 19 87-7844/2642

Printed by Bank-A-Count

Pay to the  
Order of Bristol VA Police Department \$ 200<sup>00</sup>  
Two Hundred and 00/100

DOLLARS 

 **United Southeast**  
Federal Credit Union

ENGLE - 1015

FOR In Honor of Kevin Corbett



MP



# CITY OF BRISTOL VIRGINIA POLICE DEPARTMENT



John S. Austin  
Chief of Police

501 Scott Street, Bristol, Virginia 24201 (276) 645-7400  
E-Mail: [bvacop@bristolva.org](mailto:bvacop@bristolva.org) Fax: (276) 645-7405

COPY

February 25, 2019

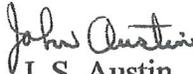
Bristol Virginia Republican Committee  
2647 Everett Street  
Bristol, VA 24201

To Whom It May Concern:

On behalf of the Bristol Virginia Police Department, I would like to thank the Bristol Virginia Republican Committee for the generous donation in honor of Kevin Corbett. This is a profound gesture to honor a man whose life was dedicated to public service.

Again, thank you and please convey our sincere appreciation to all members of the committee.

Sincerely,

  
J. S. Austin  
Chief of Police

JSA:bt



# CITY OF BRISTOL VIRGINIA

300 Lee Street, Bristol, Virginia 24201

TO: Tamrya Spradlin, CFO

FROM: *(name, department, title)* Michael Maine, 41010 Public Works, Operations  
Manager \_\_\_\_\_

RE: Supplemental Budget Appropriation Request FY 2019-2020

DATE: 2/13/2019 \_\_\_\_\_

We are requesting that the following budget supplemental appropriation be presented and approved at the next Council meeting.

Reason for request Primary Extension Funding \_\_\_\_\_

Amount: \$ 144,000

Revenue: 3-00 1-024030 -0078

Expenditure: 4-001-041010-3315 \_\_\_\_\_

Signature: 

**Appendix A**

Date: \_\_\_\_\_

Project Number: 0011-102-753      UPC: 113760      CFDA # N/A      Locality: City of Bristol

Project Location ZIP+4: 24201-4327	Locality DUNS #074914581	Locality Address (incl ZIP+4): 300 Lee Street Bristol, Virginia 24201-4327
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**Project Narrative**

Scope:	Lee Highway Primary Extension Paving		
From:	M.P. 3.51		
To:	M.P. 3.90		
Locality Project Manager Contact Info:	Wallace McCulloch (276) 642-2316	<a href="mailto:wallacemcculloch@bristolva.org">wallacemcculloch@bristolva.org</a>	
Department Project Coordinator Contact Info:	Tabitha Crowder (276) 696-3482	<a href="mailto:tabitha.crowder@vdot.virginia.gov">tabitha.crowder@vdot.virginia.gov</a>	

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$143,000	\$143,000
Estimated VDOT Project Expenses	\$0	\$0	\$1,000	\$1,000
Estimated Total Project Costs	\$0	\$0	\$144,000	\$144,000

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering						
<b>Total PE</b>						\$0
Right of Way & Utilities						
<b>Total RW</b>						\$0
Construction	\$144,000	State Funds	0%	\$0	\$144,000	
<b>Total CN</b>	\$144,000			\$0	\$144,000	\$143,000
<b>Total Estimated Cost</b>	\$144,000			\$0	\$144,000	\$143,000

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$144,000
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$143,000

**Project Financing**

CTB Formula State Funds					Aggregate Allocations
\$144,000					\$144,000

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Urban Manual.
- This is a limited funds project. The LOCALITY shall be responsible for any additional funding in excess of \$144,000.
- This Project shall meet all applicable ADA requirements.
- This Project must be advertised within six months of award funding or be subject to deallocation.
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the Project be altered by the LOCALITY subsequent to Project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

*Chadwick East* 2/6/19  
Authorized Locality Official and Date

*Matthew B. Cox* 2.7.19  
Authorized VDOT Official and Date

*Randall C. Eads, City Manager*  
Typed or printed name of person signing

*MATTHEW B. COX*  
Typed or printed name of person signing



# CITY OF BRISTOL VIRGINIA

300 Lee Street, Bristol, Virginia 24201

**TO:** Tamrya Spradlin, CFO

**FROM:** G. Wallace McCulloch, Public Works Director

**RE:** Supplemental Budget Appropriation Request FY 2018-2019  
Lee Hwy Widening Ph 2 Construction – 100% VDOT Funded

**DATE:** March 5, 2019

We are requesting that the following budget supplemental appropriation be presented and approved at the next Council meeting.

**Reason for request:** Budget needs to be increased because project accelerated. 100% VDOT Funded.

**Amount:** \$ 600,000.00

**Revenue:** 3-00 9-24030-01.01

**Expenditure:** 4-00 95755-8112 ✓

**Signature:** 

Appendix A

Date: \_\_\_\_\_

Project Number: 0011-102-R34 UPC: 105753 CFDA #: 20.205 Locality: City of Bristol

Project Location ZIP+4: 24202-5930	Locality DUNS# 074914581	Locality Address (incl ZIP+4) 300 Lee St., Bristol, VA 24201-4327
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**Project Narrative**

Scope:	HB2 FY17 Widen Route 11 (2 to 4 lanes)	
From:	265 feet E. Blevins Blvd.	
To:	310 feet W. Alexis Dr.	
Locality Project Manager Contact Info:	Wallace McCulloch 276-642-2316	<a href="mailto:wallace.mcculloch@bristolva.org">wallace.mcculloch@bristolva.org</a>
Department Project Coordinator Contact Info:	Chase Buchanan 276-696-3251	<a href="mailto:chase.buchanan@vdot.virginia.gov">chase.buchanan@vdot.virginia.gov</a>

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$135,000	\$1,032,500	\$8,770,000	\$9,937,500
Estimated VDOT Project Expenses	\$15,000	\$5,000	\$30,000	\$50,000
Estimated Total Project Costs	\$150,000	\$1,037,500	\$8,800,000	\$9,987,500

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement -
Preliminary Engineering	\$150,000	Smart Scale (HB2) DGP	0%	\$0	\$150,000	\$135,000
				\$0	\$0	
				\$0	\$0	
<b>Total PE</b>	<b>\$150,000</b>			<b>\$0</b>	<b>\$150,000</b>	
Right of Way & Utilities	\$1,037,500	Smart Scale (HB2) DGP	0%	\$0	\$1,037,500	\$1,032,500
				\$0	\$0	
				\$0	\$0	
<b>Total RW</b>	<b>\$1,037,500</b>			<b>\$0</b>	<b>\$1,037,500</b>	
Construction	\$8,800,000	Smart Scale (HB2) DGP	0%	\$0	\$8,800,000	\$8,770,000
			0%	\$0	\$0	
				\$0	\$0	
<b>Total CN</b>	<b>\$8,800,000</b>			<b>\$0</b>	<b>\$8,800,000</b>	
<b>Total Estimated Cost</b>	<b>\$9,987,500</b>			<b>\$0</b>	<b>\$9,987,500</b>	<b>\$9,937,500</b>

**Total Maximum Reimbursement by VDOT to Locality (Less Local Share)**

\$9,987,500

**Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)**

\$9,937,500

**Project Financing**

	Aggregate Allocations
Smart Scale (HB2) DGP	\$9,987,500

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality shall complete project scoping on or before 10/14/2016.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$9,987,500 (if applicable)
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- The project will be constructed and maintained in accordance with VDOT's Urban Manual and Urban Construction Initiative Program Administration Guide

  
Authorized Locality Official and Date

 9.29.16  
Authorized VDOT Official and Date

Tabitha Crowder  
Typed or printed name of person signing

MATTHEW B COX  
Typed or printed name of person signing