



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
May 14, 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

1. Consider a Public Hearing on an Ordinance to Repeal Sections 66-46, 66-48, and 66-50 of the Code of Ordinances (Personnel).
 - a. Open Hearing
 - b. Staff Comment
 - c. Public Comment
 - d. Close Hearing
2. Consider a Public Hearing on the Sale of City-Owned Property at TBD Elbert Street.
 - a. Open Hearing
 - b. Staff Comment
 - c. Public Comment
 - d. Close Hearing
3. Consider a Public Hearing on an Ordinance to Amend Chapter 70 of the City Code of Ordinances, Solid Waste.
 - a. Open Hearing
 - b. Staff Comment
 - c. Public Comment
 - d. Close Hearing

4. Consider Proclamation on National Travel and Tourism Week.
 - a. Staff Report
 - b. Public Comments
 - c. Reading of Proclamation
 - d. Council Motion and Second
 - e. Council Discussion
 - f. Roll Call

5. Discussion on School Funding and Other Long-Term Alternatives.

6. Consider First Reading of the FY 2019-2020 Budget Ordinance.
 - a. Staff Report
 - b. Public Comments
 - c. Council Motion and Second for First Reading of Ordinance (by caption only)
 - d. Council Discussion
 - e. Roll Call
 - f. Reading of Ordinance (by caption only)

7. Consider Approval of Offer Received for TBD Elbert Street.
 - a. Staff Report
 - b. Public Comments
 - c. Council Motion and Second
 - d. Council Discussion
 - e. Roll Call

8. Consider Appointment to Virginia Highlands Community College Board.

9. Quarterly Financial Update.

CONSENT AGENDA

- 10.1 Consider Approval of Minutes
 - April 16, 2019 Called Meeting
 - April 23, 2019 Regular Meeting

10.2 Consider a supplemental appropriation of \$896,855 to the FY19 Budget per the Items Listed Below.

Animal Control

Appropriate the proceeds from a donation to animal control.

Expenditure	4-001-35010-6014	Operating Supplies & Materials	\$50
Revenue	3-001-18040-0001	Donations & Gifts	\$50

VDOT Reimbursed Maintenance

Appropriate additional VDOT state funding for FY19 for eligible street and highway maintenance expenditures.

Expenditure	4-001-41020-3310	Maintenance of Building & Property	\$300,000
Revenue	3-001-24010-0006	Street and Highway Maintenance	\$300,000

Parks & Recreation – Operations

Appropriate funds received from the sale of equipment to purchase needed equipment.

Expenditure	4-001-71010-8106	Operational & Construction Equip.	\$6,805
Revenue	3-001-18020-0005	Sale of Equipment	\$6,805

Clear Creek Golf Course

Appropriate funds received from the Membership Marketing Campaign to pay for the marketing program and related expenditures.

Expenditure	4-001-71040-3145	Professional Services-Marketing	\$90,000
Revenue	3-001-16065-0001	Membership & Green Fees	\$90,000

Capital Projects Fund – Lee Highway Widening Phase 2

Appropriate additional project expenditures due to the timing of the project. These expenditures are 100% VDOT funded.

Expenditure	4-009-95755-8112	Other Improvements or Construct.	\$500,000
Revenue	3-009-24030-0101	VDOT Lee Hwy Widening Phase 2	\$500,000

10.3 Consider budget transfers for specific items listed below:

Capital Projects – Fleet Maintenance

Approve the transfer of budgeted funds from Public Works to Fleet Maintenance in the Capital Projects fund. These funds were originally appropriated to Public Works for the purchase of the new city fuel tank. This expenditure is more accurately charged to Fleet Maintenance for the purchase of the fuel tank.

Increase	4-009-41050-8112	Other Improvements	\$200,000
Decrease	4-009-41010-8101	Other Equipment	\$200,000

10.4 Consider purchase requisitions totaling \$38,308.00.

Solid Waste Disposal Fund; Professional Services	\$19,900
Clear Creek Golf; Professional Services	\$18,408

D. Adjournment

**BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
Item 1**

Meeting Date: May 14, 2019
Department: Personnel/Human Resources
Staff Contact: Randall Eads

AGENDA ITEM WORDING:

Consider public hearing on an ordinance to repeal sections 66-46, 66-48, and 66-50 of the City Code of Ordinances, relating to personnel.

ITEM BACKGROUND:

Sections 66-46, 66-48, and 66-50 have previously been codified in Chapter 66-Personnel, Article II-Standards for Employees, Division 2-Leave.

Management has identified changes that need to be made to the above code sections for compliance with state and federal labor laws. Management requests that these sections be repealed, which will be replaced by Council approved personnel policies as part of the employee handbook.

Draft policies are included in the agenda packet for review.

PREVIOUS RELEVANT ACTION:

N/A

STAFF RECOMMENDATIONS:

DOCUMENTATION: Included x Not Required

MOTION:

**BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
Item #2 and #7**

Meeting Date: 5/14/19
Department: City Attorney
Staff Contact: **Randall Eads**

AGENDA ITEM WORDING:

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

ITEM BACKGROUND:

The City has received an offer (full-price) for two lots located at TBD Elbert 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, 2018.

Public hearing was advertised on 5/6/19 and 5/13/19.

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.



VIRGINIA ASSOCIATION OF REALTORS®
Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated 04/20/2019 between City Of Bristol VA ("Seller") and Treva Hobbs Rutherford ("Purchaser"). The parties acknowledge that Evans & Evans Real Estate ("Listing Broker") represents Seller and that Evans & Evans Real Estate ("Selling Broker") represents [select one]: [] Seller [X] Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. Sale of Property. Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Bristol, Virginia, with a tax parcel no. of 184 1 62 and 184 1 63 and a street address of TBD Elbert Way. Seller discloses that [select one]: [X] there are no tenants or other parties in possession of the Property OR [] there are tenants or persons who are in possession of the Property as set forth on SCHEDULE A attached hereto.

2. Purchase Price. The purchase price for the Property is Fifteen thousand Dollars (\$15000) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. Deposit: Purchaser shall make a deposit of \$500.00 to be held by Evans and Evans Real Estate (the "Escrow Agent") in the form of: [X] check [] cash [] other (the "Deposit"). Purchaser [select one]: [] has paid the Deposit to the Escrow Agent OR [X] 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) the Extended Deposit Date. 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.

B. Balance. The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. Settlement.

A. Settlement of Property. Settlement of the purchase and sale of the Property shall be made at See Special Stips on _____ ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of _____ (_____) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or

before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to **[select one]:** a municipal water and sewer system and has utility meters installed within the Property **OR** a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any

part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of 2.5 % of the Purchase Price. Selling Broker shall be paid by Seller a fee of 2.5 % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller: City Of Bristol VA

For Purchaser: Treva Hobbs Rutherford

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** If the Deposit is retained as liquidated damages, Seller agrees to pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. 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 Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

15. Additional Provisions:

Purchaser shall make a deposit of \$500.00 to be held and deposited by Evans and Evans Real Estate by 4/26/2019

Purchaser agrees to close with in 15 days of City council meeting approval.

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on See Special Stips, or this Purchase Agreement shall be deemed withdrawn.

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SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

SCHEDULE B

**CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)**

Order Confirmation

Order# 0000937907

Client: CITY OF BRISTOL VA
Phone: 2766457329

Payor : CITY OF BRISTOL VA
Phone: 2766457329

Account: 2158563
Address: 300 LEE ST CITY HALL
BRISTOL VA 24201

Account: 2158563
Address: 300 LEE ST CITY HALL
BRISTOL VA 24201

Sales Rep **Accnt Rep** **Ordered By**
aperrone_tri lmorrell Nicole Storm

Fax:
EMail: donq@bristolva.org

Total Amount \$331.60

Payment Amount \$0.00

Amount Due \$331.60 **Tear Sheets** **Proofs** **Affidavits** **PO Number:**

Tax Amount: 0.00 0 0 1

Payment Meth: Invoice - Statement

Ad Number **Ad Type** **Ad Size** **Color**
0000937907-01 CLS Legal Liner 2 X 16 li \$0.00

Production Method

AdBooker (liner)

Production Notes

Product and Zone **Placement** **Position** **# Inserts**
TRI Bristol Herald Courier C-Legal Ads Legal Notices 2

Run Schedule Invoice Text: The following matters are scheduled for public hearing at the

Run Dates 5/ 6/2019, 5/13/2019

Product and Zone **Placement** **Position** **# Inserts**
TRI heraldcourier.com C-Legal Ads Legal Notices 3

Run Schedule Invoice Text: The following matters are scheduled for public hearing at the

Run Dates 5/ 6/2019, 5/ 7/2019, 5/ 8/2019

TagLine: THEFOLLOWINGMATTERSARESCHEDULEDFORPUBLICHEARINGATTHETUESDAYMAY14THMEETINGO
FTHEBRISTOLVIRGINIACITYCOUNCILAT6PMIN CITYCOUNCILCHAMBERS

Ad Content Proof

Note: Ad size does not reflect actual ad



The following matters are scheduled for public hearing at the Tuesday, May 14th meeting of the Bristol, Virginia City Council at 6pm in City Council Chambers, 300 Lee Street: an ordinance to repeal sections 66-46, 66-48, and 66-50 of the Code of Ordinances; an ordinance to amend Chapter 70 of the Code of Ordinances regarding solid waste collection; and the sale of city-owned property located at TBD Elbert Way. Additional information may be obtained by contacting the City Manager's Office at 300 Lee Street, Bristol, Virginia, 276-645-7300.

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

Meeting Date: 5/14/19
Department: Solid Waste
Staff Contact: Wallace McCulloch

AGENDA ITEM WORDING:

Consider a Public Hearing on an Ordinance to Amend Chapter 70 of the City Code of Ordinances, Solid Waste.

ITEM BACKGROUND:

Council has indicated that they would like to see changes to Chapter 70 regarding solid waste collections. Staff is working on amendments to the ordinance and would like public input on the ordinance.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATIONS:

DOCUMENTATION: Included Not Required

MOTION:



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



WHEREAS travel has a positive effect on Virginia and the nation's economic prosperity and image abroad.

WHEREAS travel impacts business productivity and individual travelers' well-being.

WHEREAS travel to and within the U.S. provides significant economic benefits for the nation, generating more than \$2.5 trillion in economic output in 2018, with nearly \$1 trillion spent directly by travelers.

WHEREAS travel is among the largest private-sector employers in the U.S., supporting 15.7 million jobs in 2018 including 8.9 million directly in the travel industry and 6.8 million in other industries.

WHEREAS traveler spending directly generated tax revenues of \$171 billion for federal, state and local governments, funds used to support essential services and programs.

WHEREAS the travel and tourism industry contributed \$55.4 million to the Bristol Virginia economy, generated \$2.6 million in state tax revenues and \$1.6 million in local tax revenues and 510 jobs in Bristol, Virginia in 2017.

WHEREAS international travel to the U.S. is the nation's number one services export, and number two overall.

WHEREAS meetings, events and incentive travel are core business functions that help companies strengthen business performance, educate employees and customers and reward business accomplishments—which in turn boosts the U.S. economy. In 2018, domestic and international business travelers spent \$327.5 billion.

WHEREAS leisure travel, which accounts for more than three-quarters of all trips taken in the U.S., spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships.

WHEREAS travel is a pillar of economic growth, creating jobs at a faster rate than other sectors.

WHEREAS welcoming visitors from near and far always has been, and always will be, the enduring ethos of the travel industry and Bristol.

WHEREAS travel matters to Bristol.

Therefore, I, Mayor Mumpower, do hereby proclaim May 5-11, 2019 as National Travel and Tourism Week in Bristol, and urge the citizens of Bristol to join me and Discover Bristol in this special observance with appropriate events and commemorations.

Mayor

[AFFIX SEAL]

Attest:

Nicole Storm, City Clerk

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

Meeting Date: 5/14/2019
Department: City Manager
Staff Contact: Randall Eads

AGENDA ITEM WORDING: #1

Consider first reading of the fiscal year 2019-2020 Budget Ordinance.

ITEM BACKGROUND:

The City Manager presented his proposed budget to Council on April 9, 2019.

PREVIOUS RELEVANT ACTION:

Council had a public hearing on the proposed budget on April 23, 2019 which was advertised on April 15, 2019 in the Bristol Herald Courier. Budget work sessions were held on February 28, March 7, March 16, March 23, and April 30.

STAFF RECOMMENDATIONS:

Recommend first reading of the budget ordinance as presented. Second reading of the budget ordinance is scheduled for May 28.

DOCUMENTATION: Included X Not Required

MOTION:

BUDGET ORDINANCE FOR FY 2019-2020

MAKING GENERAL FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, SOLID WASTE DISPOSAL ENTERPRISE FUND, CAPITAL PROJECT FUND, ASSET FORFEITURE FUND, TRANSIT ENTERPRISE FUND, SCHOOL OPERATING FUND, SCHOOL TEXTBOOK FUND, SCHOOL FOOD SERVICE FUND, SCHOOL CONSTRUCTION CAPITAL PROJECTS FUND, AND SCHOOL LOCAL CAPITAL PROJECTS FUND APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, IN THE FOLLOWING AMOUNTS:

GENERAL FUND	\$53,930,744
COMMUNITY DEVELOPMENT BLOCK GRANT FUND	\$529,935
SOLID WASTE DISPOSAL ENTERPRISE FUND	\$7,889,222
CAPITAL PROJECT FUND	\$9,171,588
TRANSIT ENTERPRISE FUND	\$468,607
ASSET FORFEITURE FUND	\$102,000
SCHOOL OPERATING FUND	\$28,228,491
SCHOOL TEXTBOOK FUND	\$924,561
SCHOOL FOOD SERVICE FUND	\$2,003,400
SCHOOL CONSTRUCTION CAPITAL PROJECTS FUND	\$116,496
SCHOOL LOCAL CAPITAL PROJECTS FUND	\$792,944

AND REGULATING PAYMENTS OUT OF THE CITY TREASURY; AND ALSO FIXING THE TAX RATE ON REAL AND PERSONAL PROPERTY FOR FISCAL YEAR 2020.

SECTION 1: That the amounts named herein, aggregating \$53,930,744 are hereby appropriated from the General Fund for the use of the several departments of the City Government for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as the same is set forth in the budget adopted pursuant to Section 3 hereof. That the amounts named herein, aggregating \$529,935 are hereby appropriated from the Community Development Block Grant Fund for the use of the City Government for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as set forth in the budget adopted pursuant to Section 3 hereof. That the amounts named herein, aggregating \$7,889,222 are hereby appropriated from the Solid Waste Disposal Fund for the use of solid waste disposal and collection operations for the 2020 fiscal year. That the amounts named herein, aggregating \$9,171,588 are hereby appropriated from the Capital Project Fund for the use of the City Government for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as set forth in the budget adopted pursuant to Section 3 hereof. That the amounts named herein, aggregating \$468,607 are hereby appropriated from the Transit Fund for the use of the City Government for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as set forth in the budget adopted pursuant to Section 3 hereof. That the amounts named herein, aggregating \$102,000 are hereby appropriated from the Asset Forfeiture Fund for the use of the City Government for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as set forth in the budget adopted pursuant to Section 3 hereof. That the amounts named herein, aggregating \$32,065,892 are hereby appropriated from School Funds for the use of general operations, textbook, food service and capital projects for the 2020 fiscal year.

SECTION 2: That the rate of taxation on Real Estate Property be fixed at \$1.17 (One Dollar and Seventeen Cents) on the hundred dollars assessed valuation for the Tax Year 2019 of Fiscal Year 2019-2020. That the rate of taxation on Personal Property for Automobiles, Trucks, and Horse Trailers, be fixed at \$2.60 (Two Dollars and Sixty Cents) on the hundred dollars assessed valuation for the Tax Year 2019 of Fiscal Year 2019-2020 and an assessment ratio of 100%. The rate of taxation for Machinery and Tools and all other personal property, be fixed at \$7.00 (Seven Dollars and No Cents) on the hundred dollars assessed valuation for the Tax Year 2019 of Fiscal Year 2019-2020, and an assessment ratio of 12%. This is in order to secure the amount necessary to carry out the provisions of this budget.

SECTION 3: That the annual budget heretofore presented to City Council by the City Manager as the same has been amended in the various workshops of the City Council and as the same, is in its final form attached hereto, is hereby adopted by City Council and incorporated in this budget ordinance by reference pursuant to Section 10.04 of the City Charter.

SECTION 4: Upon the recommendation of the City Manager and approval of the City Council, the Chief Financial Officer may thereafter transfer a balance appropriated but unused for one purpose for the current fiscal year to another purpose or object for which the appropriations for said purpose or object for the current year have proven insufficient, even though that requires transferring said funds from one department of the City to another. The City Manager may transfer funds appropriated for Contingency purposes to other departments as the City Manager deems necessary.

The Chief Financial Officer may, upon authorization of the City Manager, transfer funds between line items appropriated within the same department or office to meet unexpected obligations within the same department or office.

SECTION 5: This ordinance to take effect July 1, 2019, the best interests of the City requiring it.

**BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
Item #2 and #7**

Meeting Date: 5/14/19
Department: City Attorney
Staff Contact: **Randall Eads**

AGENDA ITEM WORDING:

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

ITEM BACKGROUND:

The City has received an offer (full-price) for two lots located at TBD Elbert 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, 2018.

Public hearing was advertised on 5/6/19 and 5/13/19.

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.



VIRGINIA ASSOCIATION OF REALTORS®
Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated 04/20/2019 between City Of Bristol VA ("Seller") and Treva Hobbs Rutherford ("Purchaser"). The parties acknowledge that Evans & Evans Real Estate ("Listing Broker") represents Seller and that Evans & Evans Real Estate ("Selling Broker") represents [select one]: [] Seller [X] Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. Sale of Property. Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Bristol, Virginia, with a tax parcel no. of 184 1 62 and 184 1 63 and a street address of TBD Elbert Way. Seller discloses that [select one]: [X] there are no tenants or other parties in possession of the Property OR [] there are tenants or persons who are in possession of the Property as set forth on SCHEDULE A attached hereto.

2. Purchase Price. The purchase price for the Property is Fifteen thousand Dollars (\$15000) (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. Deposit: Purchaser shall make a deposit of \$500.00 to be held by Evans and Evans Real Estate (the "Escrow Agent") in the form of: [X] check [] cash [] other (the "Deposit"). Purchaser [select one]: [] has paid the Deposit to the Escrow Agent OR [X] 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) the Extended Deposit Date. 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.

B. Balance. The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. Settlement.

A. Settlement of Property. Settlement of the purchase and sale of the Property shall be made at See Special Stips on _____ ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

(i) A general warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, survey expenses, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.

4. Feasibility Period.

A. For a period of _____ (_____) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or

before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to **[select one]:** a municipal water and sewer system and has utility meters installed within the Property **OR** a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any

part thereof, except for the Leases attached hereto and made a part hereof as **SCHEDULE A**.

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty. Listing Broker shall be paid a brokerage fee by Seller of 2.5 % of the Purchase Price. Selling Broker shall be paid by Seller a fee of 2.5 % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

For the Seller: City Of Bristol VA

For Purchaser: Treva Hobbs Rutherford

13. Default.

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** If the Deposit is retained as liquidated damages, Seller agrees to pay one-half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction. Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A., 13B, and 13C, if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. 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 Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment. This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

15. Additional Provisions:

Purchaser shall make a deposit of \$500.00 to be held and deposited by Evans and Evans Real Estate by 4/26/2019

Purchaser agrees to close with in 15 days of City council meeting approval.

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on See Special Stips, or this Purchase Agreement shall be deemed withdrawn.

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SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

SCHEDULE B

**CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)**

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

Meeting Date: 5/14/19
Department: City Council
Staff Contact: Nicole Storm

AGENDA ITEM WORDING:

Consider Appointment to Virginia Highlands Community College Board.

ITEM BACKGROUND:

VHCC has requested that Ms. Beth Rhinehart, City representative on the VHCC board, be reappointed to a term ending June 30, 2023.

Council will receive a complete list of city boards and commissions with seats eligible for reappointment in June. Council will make appointments as part of the July organizational meeting.

PREVIOUS RELEVANT ACTION:

Ms. Rhinehart was appointed to the VHCC board in June 2018.

STAFF RECOMMENDATIONS:

Recommend reappointment.

DOCUMENTATION: Included Not Required

MOTION: Move to appoint Beth Rhinehart to the VHCC board with a term expiring June 30, 2023.



P.O. Box 828 • Abingdon, VA 24212-0828
276.739.2400 • www.vhcc.edu

For May 12

March 13, 2019

Mr. Kevin Mumpower, Mayor
City Council of Bristol, Virginia
300 Lee Street
Bristol, Virginia 24201

Dear Mayor Mumpower:

On June 30, 2019, the current term of appointment for Ms. Beth Rhinehart, representative on the Virginia Highlands Community College Board appointed by the City of Bristol, will expire.

Ms. Rhinehart is eligible for re-appointment for a term beginning July 1, 2019, and ending June 30, 2023. We respectfully request that the City of Bristol City Council re-appoint Ms. Beth Rhinehart for this term.

The organizational meeting of the Board for 2019-2020 will take place in July 2019, and it would be desirable for Ms. Rhinehart to be named prior to that meeting.

Please let me know if you have any questions or if I can be of service to you or the members of the City Council.

Sincerely,

A handwritten signature in cursive script that reads 'Charlie'.

Dr. Charlie White, Interim President

CC: City Manager Randall Eads

**BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
Item #9**

Meeting Date: 5/14/19
Department: Finance
Staff Contact: Tamrya Spradlin

AGENDA ITEM WORDING:

Quarterly Financial Update- 3rd quarter of FY19

ITEM BACKGROUND:

Per the City Charter, the City Manager is to provide Council with a quarterly financial update.

PREVIOUS RELEVANT ACTION:

1st quarter of FY19 update was received 11/27/18.
2nd quarter of FY19 update was received 2/12/19.

STAFF RECOMMENDATIONS:

DOCUMENTATION: Included Not Required

MOTION:

**BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
10.1**

Meeting Date: 5/14/19
Department: City Clerk
Staff Contact: Nicole Storm

AGENDA ITEM WORDING:

Consider Approval of Minutes.

ITEM BACKGROUND:

PREVIOUS RELEVANT ACTION:

Approval of meeting minutes:

April 16, 2019 Called Meeting
April 23, 2019 Regular Meeting

STAFF RECOMMENDATIONS:

DOCUMENTATION: Included X Not Required _____

MOTION: I move to approve the consent agenda.

April 16, 2019

A CALLED MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON APRIL 16, 2019 AT 6:00PM, 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 asked for a moment of silence, followed by the pledge of allegiance. He said he hoped to receive good comments from the public and reviewed the public hearing guidelines for public comment.

Mr. Osborne commented on national public safety dispatch week.

City Manager Randall Eads said that his introduced budget included a collection increase to \$33/month and this is the required public hearing to amend the associated ordinance.

1. Consider a Public Hearing on Ordinance to Amend the APPENDIX TO CHAPTER 70, SOLID WASTE FEES.

Mayor Mumpower opened the public hearing. City Manager Randall Eads said that the City took advantage of state funding available for a study on the landfill which was completed by SCS Engineers.

Mike Fleenor spoke and asked if Council would consider an exemption from the collection increase for properties that were vacant or unoccupied.

Archie Hubbard spoke in support of the collection increase.

Michael Pollard spoke about the amendment of Chapter 70 that occurred in 2016 and provided suggestions for revisions to the proposed ordinance.

Brenda Gringel asked about recycling in the City and about those with little volume of trash for collection.

Nancy Marney said Council needs to stay within context as they consider the collection increase.

Mayor Mumpower closed the public hearing and asked for comments from Council.

Mr. Wingard asked about an exemption for vacant homes as suggested. He also said we should pick up greater volumes from residents at the rates being proposed. Mayor Mumpower said that rates should increase to a fair rate and be done over a period of time.

There being no other business, the meeting was adjourned.

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City Clerk

Mayor

April 23, 2019

A REGULAR MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON APRIL 23, 2019 AT 6:00PM, 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 thanked the citizens in attendance. Mr. Hartley congratulated Pam Davis, principal at Highland View, for an award received from the YWCA. City Manager Randall Eads reminded Council of the budget calendar.

Virginia Goodson thanked staff in the Department of Public Works and at the landfill for their assistance in recent days.

(Jordan Pennington, Chair of the Planning Commission, called the Planning Commission to order.)

1. Consider a Joint Public Hearing With Planning Commission on Special Exception Applications #03-2019.

Mayor Mumpower opened the public hearing. *Chair Pennington opened the Planning Commission public hearing.*

City Planner Sally Morgan said that both applications that would be heard this evening were for the same use and the same location, with the same property owner. The property is zoned B-3 and the proposed use is pharmaceutical processing, which is not a permitted use in B-3. She said that all required notices were made prior to the public hearing. Mayor Mumpower closed the public hearing with no public comments made. *Chair Pennington closed the public hearing.*

2. Consider a Joint Public Hearing With Planning Commission on Special Exception Application #04-2019.

Mayor Mumpower opened the public hearing. *Chair Pennington opened the Planning Commission public hearing.* Sally Morgan said that there was no anticipated impacts as a result of the application.

Jonathan Evenden read a prepared statement from his wife, Rebecca, about concerns of odors emitted from the Dharma Pharmaceuticals facility. Mayor Mumpower closed the public hearing. *Chair Pennington closed the public hearing.*

(Planning Commission Adjourns)

3. Consider a Public Hearing Regarding the FY19-20 CDBG and HOME Allocations.

Mayor Mumpower opened the public hearing. CDBG Coordinator Ellen Tolton said that Community Development Block Grant (CDBG) funds are available from the Department of Housing and Urban Development and are targeted at helping low and moderate income residents. Mayor Mumpower closed the public hearing with no comments made.

4. Consider a Public Hearing on the FY 2019-2020 City Manager's Recommended Budget.

Mayor Mumpower opened the public hearing. City Manager Randall Eads said that the first reading of the budget ordinance is scheduled for May 14th.

Melissa Warren of the Bristol Virginia Education Association and Gary Ritchie of Bristol Virginia Public Schools spoke in support of school funding.

Courtney Cacion of Discover Bristol thanked Council for considering the increase to their budget in the upcoming fiscal year and said that she looked forward to returning on that investment.

April 23, 2019

Nancy Marney spoke about the City's finances and lack of additional funds to spend.

Mayor Mumpower closed the hearing. Council members shared their views on the budget presented by the City Manager.

5. Consider First Reading of an Ordinance to Amend the APPENDIX TO CHAPTER 70, SOLID WASTE FEES (by caption only).

City Manager Randall Eads said that the ordinance presented includes the collection rate increase as discussed to \$33 per month for residential customers.

Michael Pollard said he appreciated some of the simplifications to the ordinance but asked for a phased in rate increase.

Mr. Osborne made a motion for first reading of the ordinance by caption only. Mr. Farnum seconded the motion.

Council members discussed the rate increase. Mayor Mumpower asked for a roll call on the motion for first reading by caption only:

AYES: Farnum, Hartley, Osborne.

NO: Wingard, Mumpower.

City Manager Randall Eads read the ordinance by caption only: an Ordinance to Amend the Appendix to Chapter 70 of City Code.

6. Consider Resolution on Special Exception application #02-2019 from Kilo Delta LLC for 200 Bob Morrison Boulevard (Tax Map #25-7-13-D).

Sally Morgan said that the Planning Commission had recommended approval of the application which would allow concrete blocks to be made on the site.

Nancy Marney spoke her opposition of the special exception application.

City Manager Randall Eads read the resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISTOL, VIRGINIA GRANTING A SPECIAL EXCEPTION (SE #02-2019) TO MAP PARCEL NO. 25-7-13-D (KNOWN AS 200 BOB MORRISON BOULEVARD) IN BRISTOL, VIRGINIA TO ALLOW A BLOCK MANUFACTURING OPERATION INCLUDING AN ASSOCIATED CONCRETE PLANT

SECTION 1. The City Council finds that:

WHEREAS, the Community Development Department received an application for a special exception from Kilo Delta LLC for the operation of a block manufacturing facility and associated concrete plant at 200 Bob Morrison Boulevard (Map Parcel #25-7-13-D); and

WHEREAS, the applicant submitted the required application to the Director of Community Development in accordance with City Code; and

WHEREAS, the Planning Commission of Bristol, Virginia recommended forwarding special exception #02-2019 for a joint public hearing with City Council; and

WHEREAS, the joint public hearing has been properly advertised and held on April 9, 2019 in accordance with Virginia Code §15.2-2204, as amended; and

WHEREAS, property owners adjoining 200 Bob Morrison Boulevard, Bristol, VA have been properly notified pursuant to Virginia Code §15.2-2204, as amended; and

WHEREAS, the City Council of Bristol, Virginia reserves unto itself the right to grant special exception permits; and

April 23, 2019

WHEREAS, the City Council considered the circumstances of Bristol, Virginia City Code §50-39(g) prior to approval of the special exception request.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF BRISTOL, VIRGINIA:

SECTION 2. Special Exception #02-2019 is hereby granted with the following condition:

The applicant shall comply with all state and local requirements for storm water management and for air pollution control.

PASSED AND ADOPTED by the City Council of the City of Bristol, Virginia, at a regularly scheduled meeting of said Council held on the 23rd day of April, 2019.

Mr. Osborne made a motion to approve the resolution, which was seconded by Mr. Wingard. The motion carried by the following votes:

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

7. Consider Resolution to Amend the City Comprehensive Plan with revisions to the Future Land Use Map.

City Planner Sally Morgan said that a public hearing had been held on April 9th and that the Planning Commission recommended the adoption of these changes.

City Manager Randall Eads read the resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISTOL, VIRGINIA
ADOPTING REVISIONS TO THE BRISTOL, VIRGINIA COMPREHENSIVE PLAN

The City Council finds that:

WHEREAS, the Code of Virginia Section 15.2-2223 requires that all localities adopt a Comprehensive Plan to guide future growth and development, and the plan shall be reviewed periodically and kept up-to-date as prescribed by Section 15.2-2230; and

WHEREAS, the City of Bristol's current Comprehensive Plan was adopted by the City Council in 2017; and

WHEREAS, the City Council and Planning Commission desire that the Plan be reviewed annually and updated as needed; and

WHEREAS, in 2018, the Planning Commission reviewed the implementation section of the Plan and provided a report to City Council as a part of its annual report; and

WHEREAS, the Planning Commission has recently reviewed the Future Land Use Map component of the Plan and proposes several changes to the map; and

WHEREAS, a joint public hearing was properly advertised and held on April 9, 2019 in accordance with Virginia Code §15.2-2204, as amended; and

WHEREAS, at its regular meeting on April 15, 2019, the Planning Commission recommended the adoption of the proposed changes to the City of Bristol, Virginia Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF BRISTOL, VIRGINIA:

The City Council adopts the proposed changes to the Future Land Use Map of the Bristol, Virginia Comprehensive Plan (as presented at the joint public hearing).

April 23, 2019

PASSED AND ADOPTED by the City Council of the City of Bristol, Virginia, at a regularly scheduled meeting of said Council held on the 23rd day of April, 2019.

Mr. Hartley made a motion to adopt the resolution, which was seconded by Mr. Osborne. The motion carried by the following votes:

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

8. Consider Second Reading and Adoption of an Ordinance to Convey Lots 26, 27, 28, and 29 at The Falls, Phase III to the Industrial Development Authority of Bristol, Virginia.

City Manager Randall Eads said that the lots would be conveyed from the IDA to Falls Development, LLC, on approval.

Mr. Wingard made a motion to for second reading of the ordinance. Mr. Osborne seconded the motion, which carried by the following votes:

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

Mr. Eads read the ordinance by caption only:

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

Mr. Farnum made a motion to adopt the ordinance, which was seconded by Mr. Osborne. The motion carried by the following votes:

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

9. Consider Request to Make Edmond Street One Way.

Wallace McCulloch, Director of Public Works, said that the request would allow additional parking on Edmond Street for area businesses. He said a traffic count had been completed which supported the reduction in traffic on the road.

Mr. Hartley made a motion to approve the request, which was seconded by Mr. Osborne. The motion carried by the following votes:

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

10. Consider Appointment to Planning Commission.

City Manager Randall Eads said that three applications had been received, but that one applicant was not eligible. Mr. Osborne made a motion to appoint Ms. Breanne Forbes Hubbard to the Planning Commission, which was seconded by Mr. Hartley. Mr. Eads said that the term would expire June 30, 2019 but would be eligible for reappointment.

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

CONSENT AGENDA

11. 11.1 Consider Approval of Minutes
March 26, 2019
April 9, 2019

- 11.2 Consider a supplemental appropriation of **\$83,453** to the FY19 Budget per the Items Listed Below.

Fire Department

Appropriate proceeds from a grant award from the Office of Emergency Medical Services.

Expenditure 4-001-32010-8110 Other Equipment-Grant Funded \$82,908

April 23, 2019

Revenue	3-001-24010-0017	Emergency Medical Services	\$82,908
Sheriff Department			
Appropriate Inmate Holiday Pack funds received.			
Expenditure	4-001-33010-6014	Operating Supplies & Materials	\$545
Revenue	3-001-16090-0004	Inmate Holiday Revenue	\$545
11.3 Consider Purchase Requisitions –Total Amount:			\$416,266.37
Sheriff's Department; Inmate Housing March 2019			\$41,000
Police Department; Dispatch Consoles- Capital Budget			\$132,858.67
IT; BVPD Mobile Data Terminals			\$74,886.00
Public Works, Disposal; Brush Grinding			\$27,000
Public Works, Disposal; Valve Replacement			\$36,700
Fire Dept; Monitors/Defibrillators			\$103,821.70

Mr. Hartley made a motion to approve the consent agenda with one change to the April 9 meeting minutes. Mr. Farnum seconded the motion, which carried by the following votes:

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

There being no other business, the meeting was adjourned.

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City Clerk

Mayor

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
Item 10.2

Meeting Date: May 14, 2019
Department: Finance
Staff Contact: Tamrya Spradlin

AGENDA ITEM WORDING: Consider a supplemental appropriation of **\$896,855** to the FY19 Budget per the Items Listed Below.

Animal Control

Appropriate the proceeds from a donation to animal control.

Expenditure	4-001-35010-6014	Operating Supplies & Materials	\$50
Revenue	3-001-18040-0001	Donations & Gifts	\$50

VDOT Reimbursed Maintenance

Appropriate additional VDOT state funding for FY19 for eligible street and highway maintenance expenditures.

Expenditure	4-001-41020-3310	Maintenance of Building & Property	\$300,000
Revenue	3-001-24010-0006	Street and Highway Maintenance	\$300,000

Parks & Recreation – Operations

Appropriate funds received from the sale of equipment to purchase needed equipment.

Expenditure	4-001-71010-8106	Operational & Construction Equip.	\$6,805
Revenue	3-001-18020-0005	Sale of Equipment	\$6,805

Clear Creek Golf Course

Appropriate funds received from the Membership Marketing Campaign to pay for the marketing program and related expenditures.

Expenditure	4-001-71040-3145	Professional Services-Marketing	\$90,000
Revenue	3-001-16065-0001	Membership & Green Fees	\$90,000

Capital Projects Fund – Lee Highway Widening Phase 2

Appropriate additional project expenditures due to the timing of the project. These expenditures are 100% VDOT funded.

Expenditure	4-009-95755-8112	Other Improvements or Construct.	\$500,000
Revenue	3-009-24030-0101	VDOT Lee Hwy Widening Phase 2	\$500,000

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:

LD0001

THOMAS D. GRIFFIN
KATHERINE ELAINE GRIFFIN

517 Laurence Ave
Bristol, VA 24201
876-466-4436

4-12-19

68-54/514

PAY TO THE
ORDER OF

City of Bristol VA

\$ 50⁰⁰

Fifty and no/100

DOLLARS

Wells Fargo Bank, NA

FOR

donation Animal Shelter

Glenn Griffin



John S. Austin
Chief of Police

CITY OF BRISTOL VIRGINIA POLICE DEPARTMENT



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

April 16, 2019

TO: Randall Eads
City Manager

RE: Contribution to Animal Shelter

The animal shelter has received a contribution from Thomas & Elaine Griffin in the amount of \$50.00.

I would like to request that this money be added to the Animal Shelter Line Item 35010-6014.

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

J. S. Austin
Chief of Police

JSA:bt

Attachment

LD0001
3-001-18040-0001



CITY OF BRISTOL VIRGINIA

300 Lee Street, Bristol, Virginia 24201

TO: Tamrya Spradlin, CFO

FROM: (name, department, title) Michael Maine---41020—Operations Manager

RE: Supplemental Budget Appropriation Request FY ~~2019-2020~~

2018-2019

DATE May 01, 2019

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

Reason for request Milling and Paving operations in the City of Bristol

Amount: \$300,000

Revenue: 3-00 24010-0006

Expenditure: 4-001-41020-3310

Signature: _____

A handwritten signature in black ink, appearing to read "Michael Maine", written over a horizontal line.

VDOT - Street + Hwy Maintenance monies



CITY OF BRISTOL VIRGINIA

300 Lee Street, Bristol, Virginia 24201

TO: Tamrya Spradlin, CFO

FROM: *(name, department, title)* Michael Maine, 71010, Operations Manager

RE: Supplemental Budget Appropriation Request FY 2019-2020

DATE: April 24, 2019

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

Reason for request Purchase of needed equipment (sod cutter, mower)

Amount: \$6805.00 (Sale of Kubota Tractor-Gov Deals)

Revenue: 3-00 _____

Expenditure: 4-00\ 71010-8106

Signature: _____

Bristol, VA
100 Luv St
Bristol, VA 24201-4327

Bill of Sale Date: 03/14/2019
Asset ID: 278

Bill of Sale Number:
Inventory ID: PR 27

Description of Property	Award Amount
2003 Kubota M4900 2WD	6805.00

Asset Information



Year: 2003 Make/Brand: Kubota Model: M4900 Utility special VIN/Serial: 12970
Meter: 5604 Hours (Accurate?: Yes) Title Restriction: Not Applicable

Sale Information

Actual Sold Amount:	\$6,805.00	Paid On: 03/15/2019 by Wire Transfer
Other Amount:	\$0.00	Other Amount Description:
Buyer's Premium:	\$850.62	Tax Rate: 0.000000%
Tax Amount:	\$0.00	
Total Amount:	\$7,655.62	* Taxable Items

Stone Valley
3464 Old State Route 34
Limestone, TN 37681

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: [Signature]
Print Name: Stone Valley
Date: 3-18-2019



CITY OF BRISTOL VIRGINIA

300 Lee Street, Bristol, Virginia 24201

TO: Tamrya Spradlin, CFO

FROM: (name, department, title) Casey Barnes - ClearCreek -
Golf Course Manager

RE: Supplemental Budget Appropriation Request FY 2018-2019

DATE: 5/21/19

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

Reason for request Membership Marketing Campaign

Amount: \$ 90,000

Revenue: 3-00 16065-1

Expenditure: 4-00 71040-3145

Signature: Casey Barnes



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: May 1, 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: \$ 500,000.00

Revenue: 3-00 _____

Expenditure: 4-00 95755-8112

Signature:

A handwritten signature in black ink, appearing to read "G. Wallace McCulloch", is written over a horizontal line.

**BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
Item 10.3**

Meeting Date: May14, 2019
Department: Finance
Staff Contact: Tamrya Spradlin

AGENDA ITEM WORDING: Consider budget transfers for specific items listed below:

Capital Projects – Fleet Maintenance

Approve the transfer of budgeted funds from Public Works to Fleet Maintenance in the Capital Projects fund. These funds were originally appropriated to Public Works for the purchase of the new city fuel tank. This expenditure is more accurately charged to Fleet Maintenance for the purchase of the fuel tank.

Increase	4-009-41050-8112	Other Improvements	\$200,000
Decrease	4-009-41010-8101	Other Equipment	\$200,000

ITEM BACKGROUND:

On June 12, 2018, the Bristol Virginia City Council adopted the FY19 Budget. The above items are transfers within the Capital Projects Fund, between departments, that require Council approval.

PREVIOUS RELEVANT ACTION:

June 12, 2018, the adoption of the FY19 Budget

STAFF RECOMMENDATIONS:

Staff recommends that Council approve the budget transfers as listed.

DOCUMENTATION: Included X Not Required _____

MOTION:

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

Meeting Date: February 26, 2019
Department: Finance
Staff Contact: Tamrya Spradlin

AGENDA ITEM WORDING: Consider a supplemental appropriation of **\$787,739** to the FY19 Budget per the Items Listed Below.

Code Compliance

Appropriate CDBG transfer of funds to cover salary and benefits for Code Compliance officer.

Expenditure	4-001-82010-1145	Salaries & Wages	\$7,080
Expenditure	4-001-82010-2100	FICA	\$470
Expenditure	4-001-82010-2210	VRS Retirement	\$4,500
Expenditure	4-001-82010-2310	Health Insurance	\$4,392
Expenditure	4-001-82010-2400	VRS Life Insurance	\$352
Expenditure	4-001-82010-2450	VRS Disability Insurance	\$195
Expenditure	4-001-82010-2710	Worker's Compensation	\$846
Revenue	3-001-41020-0004	Transfer Comm Dev Block Grant	\$17,835

Sheriff Department

Appropriate funds received from sales of Holiday Packs.

Expenditure	4-001-33010-6014	Operating Supplies & Materials	\$2,588
Revenue	3-001-16090-0004	Inmate Holiday Revenue	\$2,588

Economic Development

Appropriate payment per the No Net Loss Agreement with the Hotel Bristol.

Expenditure	4-001-81025-5706	Hotel Bristol	\$65,000
Revenue	3-001-12010-0001	Local Sales & Uses Tax	\$33,435
Revenue	3-001-12010-0010	Lodging Tax	\$12,300
Revenue	3-001-12010-0011	Restaurant Meals Tax	\$19,265

Hazardous Materials Emergency

Appropriate additional VDEM funds received for HazMat call.

Expenditure	4-001-35050-6014	Operating Supplies & Materials	\$2,076
Revenue	3-001-24010-0046	Dept. of Emergency Management	\$2,076

Original appropriation page 2

Street & Engineering Division

Appropriate a recovered costs to Street & Engineering Department.

Expenditure	4-001-41010-6011	Clothing & Personal Supplies	\$240
Revenue	3-001-19010-0001	Recovered Costs – Street	\$240

Capital Projects Fund

Appropriate additional VDOT funds for Lee Highway Widening Phase 2.

Expenditure	4-009-95755-8112	Other Improvements or Const.	\$500,000
Revenue	3-009-24030-0101	VDOT Lee Hwy Widening Phase2	\$500,000

Appropriate 2016A bond proceeds for capital items to replace City fuel tank.

Expenditure	4-009-41010-8101	Public Works-Other Equipment	\$200,000
Revenue	3-009-41010-0001	Local Bond Issue	\$200,000

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:

**BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY
Item 10.4**

Meeting Date: May 14, 2019
Department: Finance
Staff Contact: Tamrya Spradlin

AGENDA ITEM WORDING:

Consider Purchase Requisitions –Total Amount:	\$38,308
Solid Waste Disposal Fund; Professional Services	\$19,900
Clear Creek Golf; Professional Services	\$18,408

ITEM BACKGROUND:

The items are presented to City Council for payment approval.

PREVIOUS RELEVANT ACTION:

N/A

STAFF RECOMMENDATIONS:

Approval.

DOCUMENTATION: Included X Not Required_____

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



City of Bristol Virginia

Department Purchase Requisition Form

Date of Requisition	4/22/2019
Department Name	ENGINEERING
Purpose/Description	PROFESSIONAL SERVICES

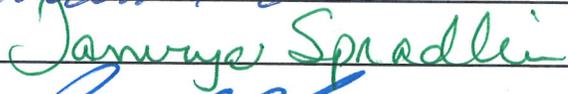
Vendor Order/Purchase From	DRAPER ADEN ASSOCIATES	
Payment to: Please check one	Vendor	

Purchase Order #	0	A purchase order is required if the amount purchase is over \$500. A purchase order is to be obtained before making purchase.
Invoice Number:		
Invoice Date:		
Received by:	McCULLOCH	

Material Description	Charge to		Unit Price	Qty (#)	Amount
	Dept #	Account #			
#23 LINER MOBILZATION - DAA Project #B11145R-23P	12010	3140	\$19,900.00	1	\$19,900.00
			\$0.00		\$0.00
VDOT Reimbursable	0%		Total		\$19,900.00

Fiscal Year Budget 190,000

Budget Remaining After Purchase 36,230

Department Approval:  Approval Level
 CFO Signature:  Up to \$5,000
 City Manager Signature:  Up to \$10,000
 Council Approved Date: _____ Up to \$15,000
 Quotes Attached: _____ Over \$15,000

Packing Slip/Bill of Lading Attached

rev 12/06/2017

 4-23-19



City of Bristol, Virginia Documentation of Quotes

The procurement of goods and services shall require the following:
 greater than \$2500.01 & less than \$15,000=3 written quotes
 greater than \$15,000.01 & less than \$50,000=4 written quotes

Department Purchased For: Solid Waste Facility

Purchase Order #:

Quotes to be obtained before a purchase order is issued.

Description of Item/Service:

Liner Mobilization #23 - DAA Project #B11145R-23P

Summary of Quotation Information

Date	Vendor & Name of Salesperson/Individual Quoting Price	Cost
1 4/16/19	Draper Aden Associates - Michael D. Lawless, P.G.	\$19,900
2		
3		
4		

Quote documentation from the vendor should be attached to this paperwork.

Explanatory Remarks:

UNDER CONTRACT

Department Signature

4/23/2019

Date

This form along with quote documentation should be forwarded to the purchasing department to be attached to the purchase order.

TASK ORDER
Engineering – Liner Mobilization No. 23
Preliminary Engineering Support Services
To the Agreement Between
City of Bristol, VA and Draper Aden Associates
Dated April 16, 2019

THIS TASK ORDER is executed under the terms of the Master Services Agreement for general engineering services, between the City of Bristol, Virginia (Owner) and Draper Aden Associates (Engineer) dated August 3, 2018 is incorporated as part of that Agreement.

EFFECTIVE DATE

This Task Order is effective upon authorization by Owner to proceed with the work.

SCOPE OF SERVICES

Engineer will provide preliminary engineering services in support of Sidewall Mobilization No. 23 at the Bristol landfill as follows:

- Evaluation of the location of Liner Mobilization No. 23 after site visits and discussions with the City.
- Site visit to review existing site conditions with contractors.
- Coordination with contractors to obtain budget information for Owner.
- Review options provided by Plastic Fusion and costs.
- Evaluate concept capacities for option(s) if relevant based on budget information.
- Site visit to discuss options with City.
- Minor interface with VDEQ.
- Preparation of project manual using previous design information by STS Consultants, Ltd. including CQA manual, details, and materials. Document to be used for certification with DEQ.
- Interface with Owner for final negotiations with Contractor.

This task order ends with the issuance of the Notice to Proceed to the contractor.

CONSULTANTS

The following consultants are required to complete the work under this task and are included in the fee estimates below:

None

DELIVERABLES

Engineer Deliverables and Schedule for this Task Order are:

1. Project manual to be used as basis of certification. Document to be prepared using design elements prepared by STS Consultants, Ltd. for 1995 permit application for the facility and/or previous information prepared by Joyce Engineering Inc. and agreed upon layout.

SCHEDULE

The schedule will be determined with Owner, Contractor and Engineer. It is recognized that the Owner would like to initiate the work as soon as practical.

OWNER'S RESPONSIBILITIES

Owner shall have those responsibilities set forth in the Master Agreement with additions as follows:

- Determination of final construction budget and approval of work to be accomplished under this budget.
- Contract preparation and coordination with contractor.

ASSUMPTIONS

- No changes required to permitted design or materials to be used on the project that would require a permit amendment with DEQ.

TASK ORDER
Engineering – Liner Mobilization No. 23
Preliminary Engineering Support Services
To the Agreement Between
City of Bristol, VA and Draper Aden Associates
Dated April 16, 2019

- Engineer is implementing plan designed by STS Consultants Ltd and accepts no liability for design.

COMPENSATION

Engineer shall be compensated for performing the above Services as identified in the table below. Fee estimates are based on the 2019 hourly rate schedule and will not be exceeded without prior authorization by the Owner.

TASK	DESCRIPTION	FEE ESTIMATE	METHOD OF BILLING	WORK ORDER NO.
1	Engineering design and contract support	\$19,900	T&M, NTE	B11145R-23

Engineer's compensation is based on the payment procedures of the Agreement. Reimbursables are included in the fee above

All services as described herein will be provided on a Time and Materials basis in accordance with the Terms and Conditions of the Master Services Agreement between Owner and Engineer.

Attachments:
None

IN WITNESS WHEREOF, the parties have signed this Task Agreement.

DRAPER ADEN ASSOCIATES

CITY OF BRISTOL, VIRGINIA

By (Signature): 
 Name Mr Michael D. Lawless, P.G.
 Title Vice President
 Date April 16, 2019

By (Signature): 
 Name Randall C. EADS
 Title CITY MANAGER
 Date 4/19/19



City of Bristol Virginia Department Purchase Requisition Form

Date of Requisition	Thursday, May 02, 2019
Department Name:	Clear Creek Golf Club - 71040
Purpose/Description	Professional Services - Marketing Campaign

Vendor Ordered/Purchased From	MMC	
Payment to: please check one	<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> paid by City Credit Card

Purchase Order #	A purchase order is required if the amount purchase is over \$500. A purchase order is to be obtained before making purchase	
Invoice Number:	4292019-W1 / 4292019-W2	
Date Received:	Monday, April 29, 2019	
Received By:	Casey	

Material & Description	Charge to		Unit Price	QTY (#)	AMOUNT
	Dept #	Account #			
Week 1 - 151 memberships	71040	3145			\$5,345.40
Week 2 - 369 memberships	71040	3145			\$13,062.60
Total					\$18,408.00

Fiscal Year Budget *After BS \$90,000*

Budget Remaining After Purchase *\$71,592*

Approval Level
Up to \$5,000
Up to \$10,000
Up to \$15,000
Over \$15,000

Department Approval:

Casey Baum

CFO Signature:

Dan Spradlin

City Manager Signature:

Randall C. Ed

Council Approved Date

Quotes Attached



MMC®
C/O Chuck Thompson
Remit to: 149 Afton Lane, Saint Johns, Florida 32259

Invoice

Date: April 29, 2019

Attn: Casey Barnes, PGA
Clear Creek Golf Club
732 Harleywood Road
Bristol, VA 24202

Description	Membership sold	MMC®'s Commission
Anniversary Membership Sales 2 nd Week Only	369	\$ 13,062.60
	Services Sub Total:	\$ 13,062.60
	Tax:	\$ 0.00
	Total Services:	\$ 13,062.60

WEEKLY SALES RECAP REPORT

Golf Course Name: Clear Creek Golf Club

Today's Date 4/29/2019

Golf Course Address: Bristol, Virginia

Promotions	Number Sold @						Total Gross
	\$177	Total Amount					Sales
4/28/2019							
<i>Example:</i>							
MONDAY ACTIVITY	7	\$ 1,239.00					\$ 1,239.00
MONDAY ACTIVITY	51	\$ 9,027.00					\$ 9,027.00
TUESDAY ACTIVITY	56	\$ 9,912.00					\$ 9,912.00
WEDNESDAY ACTIVITY	57	\$ 10,089.00					\$ 10,089.00
THURSDAY ACTIVITY	53	\$ 9,381.00					\$ 9,381.00
FRIDAY ACTIVITY	76	\$ 13,452.00					\$ 13,452.00
SATURDAY ACTIVITY	36	\$ 6,372.00					\$ 6,372.00
SUNDAY ACTIVITY	40	\$ 7,080.00					\$ 7,080.00
<i>Totals</i>	369	\$ 65,313.00		0	\$ -		
Total Gross Sales							\$ 65,313.00
x 20% (payable to MMC)							\$ 13,062.60





MMC®
C/O Chuck Thompson
Remit to: 149 Afton Lane, Saint Johns, Florida 32259

Invoice

Date: April 29, 2019

Attn: Casey Barnes, PGA
Clear Creek Golf Club
732 Harleywood Road
Bristol, VA 24202

Description	Membership sold	MMC®'s Commission
Anniversary Membership Sales 1 st Week Only	151	\$ 5,345.40
	Services Sub Total:	\$ 5,345.40
	Tax:	\$ 0.00
	Total Services:	\$ 5,345.40

WEEKLY SALES RECAP REPORT

Golf Course Name: Clear Creek Golf Club

Today's Date 4/22/2019

Golf Course Address: Bristol, Virginia

Promotions	Number Sold @						Total Gross
	\$177	Total Amount					Sales
4/21/2019							
<i>Example:</i>							
MONDAY ACTIVITY	7	\$ 1,239.00					\$ 1,239.00
MONDAY ACTIVITY	0	\$ -					\$ -
TUESDAY ACTIVITY	0	\$ -					\$ -
WEDNESDAY ACTIVITY	0	\$ -					\$ -
THURSDAY ACTIVITY	9	\$ 1,593.00					\$ 1,593.00
FRIDAY ACTIVITY	87	\$ 15,399.00					\$ 15,399.00
SATURDAY ACTIVITY	52	\$ 9,204.00					\$ 9,204.00
SUNDAY ACTIVITY	3	\$ 531.00					\$ 531.00
<i>Totals</i>	151	\$ 26,727.00			0	\$ -	
Total Gross Sales							\$ 26,727.00
x 20% (payable to MMC)							\$ 5,345.40

