



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



CITY COUNCIL
300 Lee Street, Bristol, Virginia 24201
October 8, 2019

6:00 PM

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 Proclamation recognizing Adverse Childhood Experiences Awareness Month
- 2 Proclamation recognizing Goodpasture Motor Company's 100th anniversary
- 3 Presentation from Mt. Rogers Health District
- 4 Public hearing regarding three scheduled residential demolitions
- 5 Public hearing on the issuance of general obligation notes for the purchase of real property.
- 6 Resolution Authorizing the Issuance and Sale of General Obligation Notes of the City of Bristol, Virginia
- 7 Release from Performance Agreement. Contractual Obligations for Studio Brew.

CONSENT AGENDA

- 8 Approval of meeting minutes
- 9 Purchase requisition of \$40,243.00

D. Adjournment

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: October 8, 2019

Department: City Clerk

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Proclamation recognizing Adverse Childhood Experiences Awareness Month

ITEM BACKGROUND:

This is a joint proclamation with Bristol, TN to recognize the impact that adverse childhood experiences have on child development and growth.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

Recommend adoption of the proclamation.

DOCUMENTATION:

[ACEs Awareness Month Proclamation MLR.docx](#)

A Proclamation Recognizing Adverse Childhood Experiences Awareness Month
October 2019

Whereas, Bristol TN/VA recognizes that a strong community depends on supporting the development of strong brain architecture and supporting the health and well-being of our children to create a foundation for lifelong health and responsible citizenship; and

Whereas, Adverse Childhood Experiences, or ACEs, are stressful or traumatic experiences, including abuse, neglect, family dysfunction, and community violence which can disrupt the safe, stable, nurturing environments children need to thrive; and

Whereas, ACEs can cause toxic stress, which can affect brain development and lead to a lifetime of physical, mental, economic, educational, and social challenges and have been linked to public health problems such as obesity, addiction, heart disease and hypertension; and

Whereas, the economic burden of ACEs in Tennessee and Virginia is seen in direct medical costs and lost employee productivity, and Bristol's continued prosperity relies on our current action to prevent these adverse experiences whenever possible and to mitigate their impact when they cannot be prevented; and

Whereas, trauma-informed care is not a therapy or intervention, but a principle-driven, culture change process aimed at shifting a community's mental model to be more empathetic and resiliency-focused; and

Whereas, adopting innovative, collaborative trauma informed approaches in workplaces, schools, communities and governments can prevent or mitigate mental, emotional, physical, and/or social issues among those impacted by toxic stress; and

Whereas, numerous professionals in the Bristol TN/VA area have received trauma informed care training and in 2019 through Bristol's Promise launched a Trauma Informed Care Community as best practice following recommendations to do so by the Substance Abuse Mental Health Services Administration (SAMHSA); and

Now, therefore, be it resolved, that Margaret Feierabend, Mayor of Bristol, Tennessee, and Neal Osborne, Mayor of Bristol Virginia, do hereby recognize the month of October 2019 as

ADVERSE CHILDHOOD EXPERIENCES AWARENESS MONTH

In Bristol to raise awareness and encourage all residents to become informed about the impacts of ACEs and Toxic Stress, learning about trauma informed approaches that promote prevention, healing and resiliency in children, adults and communities to build a stronger and healthier Bristol.

The Bristol Tennessee and Virginia City Council Members along with partners the Bristol's Promise Trauma Informed Care Community, Tennessee Department of Children's Services, Ballad Health, Tennessee Commission on Children and Youth, United Way of Bristol Tennessee/Virginia and others, encourage community leaders, business owners, pastors, educators, coaches, and the public to

participate in upcoming educational opportunities by attending the events and trainings during the Month of October for ACEs Awareness Month.

Together as City Leaders and community partners, this Proclamation indicates our commitment to exploring ways to make Bristol a resilient community for all its citizens.

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: October 8, 2019

Department: City Clerk

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Proclamation recognizing Goodpasture Motor Company's 100th anniversary

ITEM BACKGROUND:

Goodpasture Motor Company will celebrate their 100th anniversary later this month. The proclamation recognizes and thanks them for their commitment to the City of Bristol, Virginia.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

[Proclamation_Goodpasture.doc](#)



A Proclamation Recognizing Goodpasture Motor Company

WHEREAS, The City Council of Bristol, Virginia recognizes that Goodpasture Motor Company has been a customer-oriented organization since its founding by Frank Goodpasture Sr. in August of 1919 in Bristol, VA, and;

WHEREAS, In the five-state region surrounding the Tri-Cities, Goodpasture has been synonymous with Trucks, Truck Parts and Truck Service, with a customer list that reads like a who's who in the southern Appalachians spanning the greater part of the twentieth century, and;

WHEREAS, When Goodpasture Motor Company started business truck transportation was just getting established. Paved roads were the exception and it was not until 1926 that a fully loaded two-ton truck was driven from New York to San Francisco. Goodpasture had been in business meeting the transportation needs of the area for seven years already, and;

WHEREAS, the owners of Goodpasture Motor Company, past and present, have been deeply involved with service to the City of Bristol, Virginia, through participation in boards, committees, and the Chamber of Commerce, and;

THEREFORE, be it RESOLVED that Neal Osborne, Mayor, and the City Council of the City of Bristol, Virginia do hereby recognize the contributions of Goodpasture Motor Company to our community and congratulate them for their 100th YEAR IN BUSINESS IN THE CITY OF BRISTOL, VIRGINIA.

Neal Osborne, Mayor

City of Bristol, Virginia

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: October 8, 2019

Department: City Manager

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Presentation from Mt. Rogers Health District

ITEM BACKGROUND:

Karen Shelton, Director of the Mt. Rogers Health District, will present information on Comprehensive Harm Reduction.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

Receive for information.

DOCUMENTATION:

CITY COUNCIL AGENDA ITEM SUMMARY

Meeting Date: October 8, 2019 Department: Community & Economic Development

Staff Contact: Ellen Tolton, CDBG Coordinator

AGENDA ITEM WORDING:

Public hearing regarding three scheduled residential demolitions

ITEM BACKGROUND:

The targeted properties are vacant, abandoned/neglected by owners, and have been determined to be beyond repair. The City's Building Inspector concurred with this assessment. They are deemed unsafe and hazardous to the public; they also contribute to blight within the City's neighborhoods and gateways, and may lead to decreased surrounding property values. Additionally, these structures can be hazardous to area children and provide havens for vagrants and drug use. Attempts to locate the property owners have proven unsuccessful. Due diligence has been performed and recorded in order to identify and contact all property owners. All property owners have been contacted by mail and given sufficient response time to either correct property issues or initiate demolition themselves. CDBG funding is being used to perform demolitions. Those properties demolished by the City will have liens filed for the cost of the demo activities. The properties to be demolished are 804 Madison Street, 808 Buckner Street and 105 East Mary Street. The demolition of these properties has been advertised in the Bristol Herald Courier, and licensed and insured contractors have been solicited through a competitive bid process to perform the demolitions.

PREVIOUS RELEVANT ACTION:

The City Manager/City Attorney and the Council have been informed of these demolitions through the Consent Agenda approved by City Council on August 13, 2019 at a regularly scheduled City Council meeting. A public notice for bids and the scheduled public hearing ran in the Bristol Herald Courier on September 9, 2019 and a Notice of Demolition and the scheduled public hearing ran in the Bristol Herald Courier on September 17, 2019.

STAFF RECOMMENDATION:

No action required; public hearing only.

DOCUMENTATION:

[Demo Ad_final.pdf](#)

WIZARD OF ID

Dogs



Redd, 1 yr old male redbone coonhound. NEUTERED & current on vaccinations. Dog & kid friendly but does not like cats. Redd loves to play with other dogs & has a lot of energy mostly due to his young age. He is very food motivated so would be easy to train. **Sullivan County Animal Shelter, 380 Masengill Rd., Blountville, TN 423 279 2741**



Sam, 1 1/2 yr old male lab mix. NEUTERED & current on vaccinations. Sam is cat & pig friendly. Sam came into the shelter as a puppy & it's sad that he knows no other life. He is ready for a dedicated adopter who will give him love & puppy training. He is a good boy with lots of love and companionship to give. **Sullivan County Animal Shelter, 380 Masengill Rd., Blountville, TN. 423 279 2741**

**The people's marketplace.
That's Classified!**

For, Office of the County Administrator, (276) 525-1300, or call 1-800-828-1120 for TTY/TDD relay services. All citizens of Washington County are encouraged to attend.

Proposals, Requests For

Proposals, Requests For



FINAL NOTICE FOR DEMOLITION

In accordance with the Virginia Uniform Statewide Building Code and the Code of the City of Bristol, Virginia, the City of Bristol Virginia intends to demolish the following dilapidated structures located at 804 Madison Street, 808 Buckner Street, and 105 East Mary Street. This will serve as final notice to property owners of planned demolition. If no response is made within (30) days from the date of this advertisement, demolition will proceed as advertised and as property owners have been previously notified.

There is a public hearing scheduled for Tuesday, October 8, 2019 at 6:00 p.m., at a regularly scheduled City Council meeting, for any public comment.

The City of Bristol is a Drug Free Workplace and an Equal Opportunity Employer.

Randall Eads, City Manager
City of Bristol Virginia

ing many through w
priorities
AQUARI
Think twice
to take a c
or someone
search and
from anyo
advantage
PISCES (I
Make imp
boost your
give you th
your own t
simple and
ARIES (M
need to do
Once you'r
places and

ing with people you live or
work with. If you reach out to
someone you worked well with
in the past, something positive
will transpire.
SCORPIO (Oct. 24-Nov. 22)
Your desire for change will be
difficult to conceal. Choose
whom you share information
with carefully. Align yourself
with people who share your
beliefs and interests. Innova-
tive partnerships are encour-
aged.
SAGITTARIUS (Nov. 23-Dec. 21)
A stylish, upbeat approach to
whatever you do will help you
remain in control. Trust in your
ability to get things done. Say

Put your plans
in motion. How
you direct your
energy and what
you accomplish
will set the tone
for the next few
years. Having
everything in its
place will leave
you free to take
advantage of the opportunities
heading your way. It's time to
take a leap of faith.
VIRGO (Aug. 23-Sept. 22)
How you relate to
others will make a



Eugenia Last
Astrology

TUESDAY, SEPTEMBER 17, 2019

Having everything in place will

never asked my permission. I guess she assumed it is OK. To hospital to have lunch with my sister instead of eating on-site. "Bennet" talking ab

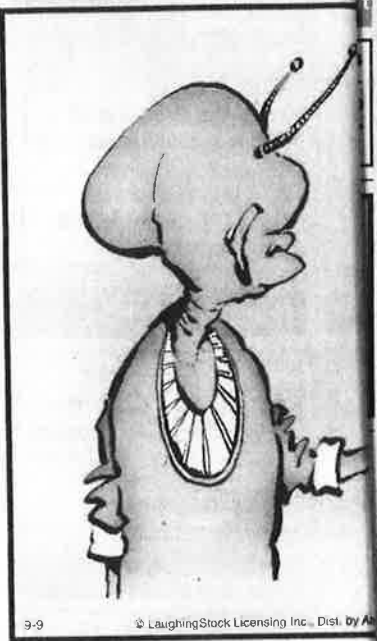
clarer scored his remaining low
discarded his second club, de-
dummy's last heart. When East
my's last trump was followed by
hand. A diamond ruff with dum-
followed by a heart, ruffed low in
Now came the diamond king
4-1 break.
dummy's king — discovering the
the spade queen and a trump to
rose with the ace and played
shifted to the club 10. Declarer
took West's 10 with the jack and
ace and another heart. East over-
and continued with the heart
won the diamond lead in hand
To start with, South carefully
careful planning.
winners. But this would require
to go with his four top-side-suit
thus coming to six trump tricks
small trumps via heart ruffs,
would be for South to score his
In that case, one way nome

BABY BLUES

IT'S YOUR FIRST FULL WEEK OF SCHOOL!



HERMAN



"Dad, a guy at school came from hun"

Call TODAY to Advertise in the Classifieds!

S an

2440 Broad St., Bristol
Starter Home- Nothing to do!
 2 Bedrooms, Laundry Room, Hardwood Floors, Flooring and Appliances. New Bathrooms, windows, new heat pump & duct work.
Price: \$96,500
After Open House- appointment

The people's marketplace. That's Classified!

Stay Informed. Subscribe Today!

LEGAL ADS

LEGAL ADS

Proposals, Requests For

Proposals, Requests For



ADVERTISEMENT FOR DEMOLITION BIDS AND PUBLIC NOTICE

The City of Bristol, Virginia will receive sealed bids for the demolition of the following dilapidated dwellings or structures in accordance with the *Virginia Uniform Building Code* and the *Code of the City of Bristol Virginia*. The addresses of these structures follow: 804 Madison Avenue, 808 Buckner Street, and 105 East Mary Street.

These projects will involve the demolition of the structure and proper disposal of all debris. A listing of properties that contain asbestos will be provided and it shall be the responsibility of contractor to remove and dispose of the asbestos in an appropriate manner and furnish documentation of such. Utilities shall be properly terminated and site graded and seeded upon project completion. The successful bidder shall have thirty (30) days to demolish and complete work at each structure upon receipt of "Notice to Proceed" from the City of Bristol, Virginia. A \$50 per day penalty will be applied against the contract bid amount for every day the job is not completed after its 30 days.

Contractors interested in submitting bids for these projects must possess a minimum of a current Virginia Class "C" Building or Highway/Heavy Contractors License and a Bristol, Virginia Business License. A demolition permit is to be obtained from the Bristol, Virginia Building Official's Office prior to starting work. Successful bidder will be required to furnish proof of a minimum of \$1,000,000 liability insurance, workers' compensation, and a performance bond.

Sealed bids will be accepted at the Office of Community Development & Planning, Suite 108, 300 Lee Street, Bristol, Virginia 24201 until **2:00 p.m. local time, on Thursday, October 3, 2019** at which time they will be opened and read aloud. Plans, specifications, and contract documents are open to public inspection at the Office of Community Development and Planning, Suite 108, 300 Lee Street, Bristol, Virginia. Inquiries shall be made by calling 276-645-7473 or by emailing ellen.tolton@bristolva.org.

The City reserves the right to (1) reject any or all bids and to waive any irregularities or informalities in the bidding; and (2) to change or revise the work, with proper compensation to the contractor; and (3) negotiate with the lowest responsive and responsible bidder if the bid amount exceeds available funds.

No bids may be withdrawn for a period of sixty (60) days subsequent to the opening of the bids without the consent of the Owner, except in accordance with the *Code of Virginia, Section 11-54 Procedure (1)*.

Nothing herein is intended to exclude any responsible bidder, his products or service, or in any way restrain or restrict competition. All responsible bidders are encouraged to bid and their bid is solicited.

Additionally, there is a public hearing scheduled for Tuesday, October 8, 2019 at 6:00 p.m., at a regularly scheduled City Council meeting, for any public comment.

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: October 8, 2019

Department: City Manager

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Public hearing on the issuance of general obligation notes for the purchase of real property.

ITEM BACKGROUND:

The financing (in an amount not to exceed \$650,000) will be used for the acquisition of real property to be used as a facility for the Department of Social Services. The property is located at 192 Bristol East Road.

PREVIOUS RELEVANT ACTION:

Public hearing was advertised 9/23 and 9/30 in the Bristol Herald-Courier. Council has discussed the building purchase and purchase options at the August 27, September 10, and September 24 meetings.

STAFF RECOMMENDATION:

DOCUMENTATION:

[Ad- Bond public hearing.pdf](#)

not file for protection under the
well as to post-sale confirmation
loan servicer including, but not lim-
ower(s) entered into any repay-
loan prior to the sale. In any such
the Purchaser's sole remedy, in law
user's deposit without interest. Ad-
For more information contact:
stees, at 301-490-3361 or

Potential bidders: For sale information, please visit www.auction.com or call
(800) 280-2832.
Towne #: 5000.2570

COMMISSIONER OF ACCOUNTS
FOR THE CITY OF BRISTOL, VIRGINIA
110 Piedmont Avenue, Suite 300
Bristol, Virginia 24201
(276) 466-8400 (phone)
(276) 466-8161 (fax)
Commissioner@elliottlawson.com (email)

SALE OF BRISTOL, VA 24202.

ed February 14, 2013, in the original
the Clerk's Office, Circuit Court for
it No. 130001485. The undersigned
blic auction in the front of the Cir-
, 189 East Main Street, Abingdon,
the property described in said
is, and more particularly described
CELOF LAND LYING AND BEING IN
SHINGTON COUNTY, VIRGINIA, AND
OWS: BEGINNING AT AN IRON PIN
33 (REEDY CREEK ROAD) A COM-
CLAUSON N 27 00 W A DISTANCE
OF MACK WHITE; THENCE WITH
TO A POINT, A COMMON CORNER
S 27 00 E A DISTANCE OF 150 FEET
NIA ROUTE 633 (REEDY CREEK
E A DISTANCE OF 100 FEET TO THE
RE, MORE OR LESS. THIS CONVEY-
AY ALONG THE NORTH SIDE OF
AS SET OUT IN DEED OF RECORD IN
RT OF WASHINGTON COUNTY, VIR-
D A RIGHT OF WAY, WITH USUAL
TELEPHONE COMPANY BY DEED OF
BOOK 325, AT PAGE 471. TERMS OF
percent (10%) of the sale price or
balance of the subject Deed of
ash or certified funds payable to the
time of the sale. The balance of the
(15) days of sale, otherwise Purcha-
Time is of the essence. If the sale is
the sale shall be entitled to a return
provided by the terms of the Trust-
entitled to a \$50 cancellation fee
no further recourse against the
ee's attorney. A form copy of the
e and contract to purchase real
www.sales.com. Additional terms, if
communication from a debt collec-
sed for that purpose. The sale is
Trustee: Equity Trustees, LLC, 2101
D1. For more information contact:
Trustees, LLC, 6003 Executive
51-6555,
L.

TRUSTEE'S SALE OF 230 MORNINGSIDE DRIVE NE, ABINGDON, VIRGINIA 24210 COUNTY OF WASHINGTON

**This Property will be sold subject to a 1 year Right of Redemption by the Sec-
retary of Housing and Urban Development**

In execution of a certain deed of trust dated 01/08/15, in the original principal
amount of 178,350.00 recorded in the County of Washington, Virginia, as In-
strument No. 150000156, as amended by an instrument appointing the under-
signed as Substitute Trustee, default having occurred in the payment of the
Note thereby secured and at the request of the holder, the undersigned Sub-
stitute Trustee will offer for sale at public auction in the front of the building
housing the Circuit Court of the COUNTY OF WASHINGTON, VA located at 189
East Main Street, Abingdon, Virginia, 24210 on **October 24, 2019, at 11:00 AM**,
the property described in said deed of trust, located at the above address,
with improvements thereon and more particularly described as follows: LOTS
TWENTY-FOUR (24), TWENTY-FIVE(25) AND TWENTY-SIX (26), BLOCK E, MORN-
ING SIDE HILLS SUBDIVISION, IN PLAT BOOK 7 AT PAGE 94, IN THE COUNTY OF
WASHINGTON. TERMS OF SALE: Neither the Substitute Trustee nor the hold-
er of the note secured by the deed of trust will deliver possession of the prop-
erty to the successful bidder. The purchaser at the sale will be required to
pay all closing costs. Real estate taxes, water/sewer fees and other public
charges will be prorated as of the date of sale. The risk of loss or damage to
the property passes to the purchaser immediately upon the conclusion of the
Substitute Trustee's sale. Terms: A bidder's deposit of ten percent (10%) of
the sale price or ten percent price (10%) of the original principal balance of
the subject deed of trust, whichever is lower, in the form of cash or certified
funds payable to the Substitute Trustee must be present at the time of sale.
The balance of the purchase price will be due within 20 days at the office of
the Substitute Trustee. The Substitute Trustee reserves the right to suspend
bidding prior to completion of the sale. Time is of the essence as to the clos-
ing date and the payment of the purchase price. If payment of the balance
does not occur within twenty days of the sale date, the deposit will be forfeit-
ed. Seller shall not be responsible for any costs incurred by the purchaser in
connection with their purchase or settlement, including, without limitation,
state and local recording fees, title insurance or research, or any other costs
of purchaser's acquisition. Trustee shall have no duty to obtain possession for
purchaser. All risks of casualty pass to successful bidder at conclusion of bid-
ding. The property and the improvements thereon will be sold "AS IS" and
without representation or warranties of any kind. The sale is subject to all
liens, encumbrances, conditions, easements and restrictions, if any, superior
to the mentioned deed of trust and lawfully affecting the property. Sale is
subject to post-sale confirmation that the borrower did not file for protection
under the U.S. Bankruptcy Code prior to the sale, as well as to post-sale confir-
mation and audit of the status of the loan with the loan servicer including, but
not limited to, determination of whether the borrower(s) entered into any re-
payment agreement, reinstated or paid off the loan prior to the sale. In any
such event, the sale shall be null and void, and the Purchaser's sole remedy,
in law or equity, shall be the return of the Purchaser's deposit without inter-
est. Additional terms to be announced at the sale. For more information con-
tact: Nadeem Tariq, Esq., member of Surety Trustees, at 301-490-3361 or
www.mwc-law.com

WASHINGTON COUNTY SERVICE AUTHORITY 2019-2020 FISCAL YEAR AND 2019-2020 ANNUAL BOARD MEETING DATES

The Washington County Service Authority announces its regular monthly
meeting dates for 2019 - 2020 fiscal year and 2019-2020 Annual Meeting as
follows:

Monday, October 28, 2019; Monday, November 25, 2019; Monday, December
16, 2019; Monday, January 27, 2020; Monday, February 24, 2020; Monday,
March 23, 2020; Monday, April 27, 2020; Monday, May 18, 2020; Monday, June
22, 2020, and Monday, July 27, 2020

Board meetings will be held in the E.W. Potts Board Room at 6:00 pm. The pub-
lic is welcome to attend.

Proposals, Requests For

Proposals, Requests For



NOTICE OF PUBLIC HEARING ON PROPOSED ISSUANCE OF GENERAL OBLIGATION BY THE CITY OF BRISTOL, VIRGINIA TO FINANCE ACQUISITION OF REAL ESTATE

Notice is hereby given that the City Council of the City of Bristol, Virginia (the
"Council") will hold a public hearing on the proposed issuance by the City of
Bristol, Virginia (the "City") without a referendum of a general obligation in a
principal amount not to exceed \$650,000. The proceeds of such obligation
will be used to finance the acquisition of real estate for a City social services
facility, along with related issuance costs. The public hearing, which may be
continued or adjourned, will be held at 6:00 p.m. on Tuesday, October 8, 2019,
before the Council in the Council Chambers at City Hall, 300 Lee Street, Bristol
Virginia 24201. Any person interested in the issuance of the obligation or the
purposes for which it is being issued may appear at the hearing and present
his or her views.

CITY OF BRISTOL, VIRGINIA

City Manager

BRISTOL

SCOREBOARD

B2 ♦ MONDAY, SEPTEMBER 30, 2019

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: October 8, 2019

Department: City Manager

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Resolution Authorizing the Issuance and Sale of General Obligation Notes of the City of Bristol, Virginia

ITEM BACKGROUND:

Resolution spells out the terms of the financing for the purchase of the old VEC building at 192 Bristol East Road to house the Department of Social Services.

PREVIOUS RELEVANT ACTION:

Public hearing was advertised 9/23 and 9/30 in the Bristol Herald-Courier. Council has discussed the building purchase and purchase options at the August 27, September 10, and September 24 meetings.

STAFF RECOMMENDATION:

Recommend approval.

DOCUMENTATION:

[Ad- Bond public hearing.pdf](#)

[City of Bristol - General Obligation Note Resolution_17805448\(1\).DOC](#)

not file for protection under the
well as to post-sale confirmation
loan servicer including, but not lim-
ower(s) entered into any repay-
loan prior to the sale. In any such
the Purchaser's sole remedy, in law
user's deposit without interest. Ad-
For more information contact:
stees, at 301-490-3361 or

Potential bidders: For sale information, please visit www.auction.com or call
(800) 280-2832.
Towne #: 5000.2570

COMMISSIONER OF ACCOUNTS
FOR THE CITY OF BRISTOL, VIRGINIA
110 Piedmont Avenue, Suite 300
Bristol, Virginia 24201
(276) 466-8400 (phone)
(276) 466-8161 (fax)
Commissioner@elliottlawson.com (email)

SALE OF BRISTOL, VA 24202.

ed February 14, 2013, in the original
the Clerk's Office, Circuit Court for
it No. 130001485. The undersigned
blic auction in the front of the Cir-
, 189 East Main Street, Abingdon,
the property described in said
is, and more particularly described
CELOF LAND LYING AND BEING IN
SHINGTON COUNTY, VIRGINIA, AND
OWS: BEGINNING AT AN IRON PIN
33 (REEDY CREEK ROAD) A COM-
CLAUSON N 27 00 W A DISTANCE
OF MACK WHITE; THENCE WITH
TO A POINT, A COMMON CORNER
S 27 00 E A DISTANCE OF 150 FEET
NIA ROUTE 633 (REEDY CREEK
E A DISTANCE OF 100 FEET TO THE
RE, MORE OR LESS. THIS CONVEY-
AY ALONG THE NORTH SIDE OF
AS SET OUT IN DEED OF RECORD IN
RT OF WASHINGTON COUNTY, VIR-
D A RIGHT OF WAY, WITH USUAL
TELEPHONE COMPANY BY DEED OF
BOOK 325, AT PAGE 471. TERMS OF
percent (10%) of the sale price or
balance of the subject Deed of
ash or certified funds payable to the
time of the sale. The balance of the
(15) days of sale, otherwise Purcha-
Time is of the essence. If the sale is
the sale shall be entitled to a return
provided by the terms of the Trust-
entitled to a \$50 cancellation fee
no further recourse against the
ee's attorney. A form copy of the
e and contract to purchase real
www.sales.com. Additional terms, if
communication from a debt collec-
ed for that purpose. The sale is
Trustee: Equity Trustees, LLC, 2101
D1. For more information contact:
Trustees, LLC, 6003 Executive
51-6555,
L.

TRUSTEE'S SALE OF 230 MORNINGSIDE DRIVE NE, ABINGDON, VIRGINIA 24210 COUNTY OF WASHINGTON

**This Property will be sold subject to a 1 year Right of Redemption by the Sec-
retary of Housing and Urban Development**

In execution of a certain deed of trust dated 01/08/15, in the original principal
amount of 178,350.00 recorded in the County of Washington, Virginia, as In-
strument No. 150000156, as amended by an instrument appointing the under-
signed as Substitute Trustee, default having occurred in the payment of the
Note thereby secured and at the request of the holder, the undersigned Sub-
stitute Trustee will offer for sale at public auction in the front of the building
housing the Circuit Court of the COUNTY OF WASHINGTON, VA located at 189
East Main Street, Abingdon, Virginia, 24210 on **October 24, 2019, at 11:00 AM**,
the property described in said deed of trust, located at the above address,
with improvements thereon and more particularly described as follows: LOTS
TWENTY-FOUR (24), TWENTY-FIVE(25) AND TWENTY-SIX (26), BLOCK E, MORN-
ING SIDE HILLS SUBDIVISION, IN PLAT BOOK 7 AT PAGE 94, IN THE COUNTY OF
WASHINGTON. TERMS OF SALE: Neither the Substitute Trustee nor the hold-
er of the note secured by the deed of trust will deliver possession of the prop-
erty to the successful bidder. The purchaser at the sale will be required to
pay all closing costs. Real estate taxes, water/sewer fees and other public
charges will be prorated as of the date of sale. The risk of loss or damage to
the property passes to the purchaser immediately upon the conclusion of the
Substitute Trustee's sale. Terms: A bidder's deposit of ten percent (10%) of
the sale price or ten percent price (10%) of the original principal balance of
the subject deed of trust, whichever is lower, in the form of cash or certified
funds payable to the Substitute Trustee must be present at the time of sale.
The balance of the purchase price will be due within 20 days at the office of
the Substitute Trustee. The Substitute Trustee reserves the right to suspend
bidding prior to completion of the sale. Time is of the essence as to the clos-
ing date and the payment of the purchase price. If payment of the balance
does not occur within twenty days of the sale date, the deposit will be forfeit-
ed. Seller shall not be responsible for any costs incurred by the purchaser in
connection with their purchase or settlement, including, without limitation,
state and local recording fees, title insurance or research, or any other costs
of purchaser's acquisition. Trustee shall have no duty to obtain possession for
purchaser. All risks of casualty pass to successful bidder at conclusion of bid-
ding. The property and the improvements thereon will be sold "AS IS" and
without representation or warranties of any kind. The sale is subject to all
liens, encumbrances, conditions, easements and restrictions, if any, superior
to the mentioned deed of trust and lawfully affecting the property. Sale is
subject to post-sale confirmation that the borrower did not file for protection
under the U.S. Bankruptcy Code prior to the sale, as well as to post-sale confir-
mation and audit of the status of the loan with the loan servicer including, but
not limited to, determination of whether the borrower(s) entered into any re-
payment agreement, reinstated or paid off the loan prior to the sale. In any
such event, the sale shall be null and void, and the Purchaser's sole remedy,
in law or equity, shall be the return of the Purchaser's deposit without inter-
est. Additional terms to be announced at the sale. For more information con-
tact: Nadeem Tariq, Esq., member of Surety Trustees, at 301-490-3361 or
www.mwc-law.com

WASHINGTON COUNTY SERVICE AUTHORITY 2019-2020 FISCAL YEAR AND 2019-2020 ANNUAL BOARD MEETING DATES

The Washington County Service Authority announces its regular monthly
meeting dates for 2019 - 2020 fiscal year and 2019-2020 Annual Meeting as
follows:

Monday, October 28, 2019; Monday, November 25, 2019; Monday, December
16, 2019; Monday, January 27, 2020; Monday, February 24, 2020; Monday,
March 23, 2020; Monday, April 27, 2020; Monday, May 18, 2020; Monday, June
22, 2020, and Monday, July 27, 2020

Board meetings will be held in the E.W. Potts Board Room at 6:00 pm. The pub-
lic is welcome to attend.

Proposals, Requests For

Proposals, Requests For



NOTICE OF PUBLIC HEARING ON PROPOSED ISSUANCE OF GENERAL OBLIGATION BY THE CITY OF BRISTOL, VIRGINIA TO FINANCE ACQUISITION OF REAL ESTATE

Notice is hereby given that the City Council of the City of Bristol, Virginia (the
"Council") will hold a public hearing on the proposed issuance by the City of
Bristol, Virginia (the "City") without a referendum of a general obligation in a
principal amount not to exceed \$650,000. The proceeds of such obligation
will be used to finance the acquisition of real estate for a City social services
facility, along with related issuance costs. The public hearing, which may be
continued or adjourned, will be held at 6:00 p.m. on Tuesday, October 8, 2019,
before the Council in the Council Chambers at City Hall, 300 Lee Street, Bristol
Virginia 24201. Any person interested in the issuance of the obligation or the
purposes for which it is being issued may appear at the hearing and present
his or her views.

CITY OF BRISTOL, VIRGINIA

City Manager

BRISTOL

SCOREBOARD

B2 ♦ MONDAY, SEPTEMBER 30, 2019

**RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF GENERAL OBLIGATION NOTES OF THE CITY
OF BRISTOL, VIRGINIA, AND PROVIDING FOR THE
FORM, DETAILS AND PAYMENT THEREOF**

The City of Bristol, Virginia (the “City”) wishes to issue its general obligation notes to finance the acquisition of real estate for a City social services facility and pay the associated costs of issuance (the “Project”).

The City is a political subdivision of the Commonwealth of Virginia, and pursuant to the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia of 1950, as amended (the “Act”), the Council of the City (the “Council”) is authorized to contract debts on behalf of the City and to issue, as evidence thereof, bonds, notes or other obligations payable from pledges of the full faith and credit of the City.

On October 8, 2019, the Council held a public hearing with respect to the issuance of the City’s general obligation notes in an aggregate principal amount not to exceed \$650,000 to finance, pursuant to the Act, the Project. The City wishes to issue general obligation notes in an aggregate principal amount not to exceed \$650,000 to finance a portion of the costs of the Project, with the notes being issued as a single typewritten tax-exempt note (the “Note”). The proceeds of the Note will also be used to pay issuance costs and may be used to pay interest during construction.

The Council has received proposals from financial institutions in connection with the purchase of the Notes and now wishes to authorize the issuance of such Notes.

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

Section 1. Authorization and Issuance of Series 2019 Note. It is hereby determined to be necessary and expedient for the City to finance the Project, which will benefit the City and its citizens. It is hereby determined to be necessary and expedient for the City to borrow money by issuing the Notes in an aggregate principal amount not to exceed \$650,000 to finance a portion of the costs of the Project.

Section 2. Selection and Acceptance of Winning Proposal. After consideration of the proposals received with respect to the Series 2019 Note, it is hereby determined that it is in the best interest of the City to accept, and the City does hereby accept, the proposal (the “Winning Proposal”) of HomeTrust Bank (the “Bank”) for a direct bank loan, as evidenced by the Series 2019 Note. The Mayor, the Vice Mayor and the City Manager of the City, any of whom may act, are each hereby authorized and directed to accept the Winning Proposal and to evidence such acceptance by executing and delivering the same to the Bank or by other any means.

Section 3. Details of Series 2019 Note. The Council hereby authorizes the issuance of the Series 2019 Note in the form and upon the terms set forth herein. The Series 2019 Note shall be issued in the form of a single fully-registered note without coupons, which shall be designated the “General Obligation Note, Series 2019,” shall be dated the date of its issuance, shall be registered as to both principal and interest in the name of the Bank, shall be issued in an aggregate principal amount not to exceed \$650,000, and shall be numbered R-1. The Series 2019 Note shall be substantially in the form attached hereto as Exhibit A, with such changes, omissions and insertions as may be approved by Bond Counsel and by the Mayor and Vice Mayor, either of whom may act, such approval to be evidenced conclusively by the execution and delivery of the Series 2019 Note. Interest shall accrue on the Series 2019 Note at an initial interest rate per year not to exceed 3.39%, and the maturity date shall be not later than December 31, 2029. The interest rate on the Series 2019 Note is subject to adjustment as set forth in the form of the Series 2019 Note attached hereto as Exhibit A. Principal on the Series 2019 Note shall be payable [monthly][quarterly] on each _____, commencing _____, 20__, as will be more particularly set forth in the Series 2019 Note.

Interest on the Series 2019 Note shall be calculated on the basis a year of 360 days consisting of twelve 30-day months. All payments made on the Series 2019 Note shall be applied first to accrued interest and then to principal. If the payment date of any payment due under the Series 2019 Note does not fall on a Business Day (as hereinafter defined), then payment need not be made on such date, but may be made on the next succeeding Business Day, and if made on such next succeeding Business Day, no additional interest shall accrue. “Business Day” shall mean any day other than a Saturday, Sunday or day on which banking institutions within the Commonwealth of Virginia are authorized or required by law to remain closed.

The Mayor and Vice Mayor, either of whom may act, are each hereby authorized to approve (i) the final principal amounts of the Series 2019 Note, so long as the final principal amount of the Series 2019 Note does not exceed \$650,000, and (ii) the final principal amortization schedule for the Series 2019 Note, such approvals to be evidenced conclusively by the execution and delivery of the Series 2019 Note.

Section 4. Redemption Provisions. The Series 2019 Note will be subject to prepayment at any time, in whole or in part, without penalty.

Section 5. Pledge of Full Faith and Credit. The Series 2019 Note will be secured by the full faith and credit of the City. For the prompt payment of the principal of and interest on the Series 2019 Note as the same shall become due, the full faith and credit of the City are hereby irrevocably pledged. Pursuant to Section 15.2-2624 of the Code of Virginia of 1950, as amended, there shall be levied and collected an annual tax upon all taxable property in the City subject to local taxation sufficient to provide for the payment of the principal of and interest on the Series 2019 Note as the same shall become due, which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the City to the extent other funds of the City are not lawfully available and appropriated for such purpose.

Section 6. Execution and Delivery of Series 2019 Note. The Mayor and the Vice Mayor, either of whom may act, are each authorized and directed to execute the Series 2019 Note.

The City Clerk and any Deputy City Clerk, either of whom may act, are authorized and directed to execute the Series 2019 Note, to affix the seal of the City to the Series 2019 Note, to attest the seal and then to deliver the Series 2019 Note to the Bank upon payment of the purchase price of 100% of the principal amount thereof.

Section 7. Registration and Transfer of Series 2019 Note. The City Treasurer is appointed paying agent and registrar for the Series 2019 Note (the “Registrar”). The Registrar shall maintain registration books for the registration and registration of transfers of the Series 2019 Note. Upon presentation and surrender of the Series 2019 Note at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute and deliver in exchange, a new Note having an equal aggregate principal amount, of the same form, series and maturity, bearing interest at the same rate and registered in the name as requested by the then registered owner thereof or its duly authorized attorney or legal representative. Any such transfer or exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such transfer or exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

Section 8. Note Purchase Agreement. To the extent deemed necessary by the Bank, the terms of the Winning Proposal may be set forth in a Note Purchase Agreement, dated as of the date of its execution and delivery, between the City and the Bank (the “Note Purchase Agreement”). The Series 2019 Note, as evidence of the direct bank loan, will be sold to the Bank in accordance with the terms of the Note Purchase Agreement, subject to the parameters and other provisions set forth in this Resolution. The Mayor, the Vice Mayor and the City Manager, any of whom may act, are each authorized to execute and deliver the Note Purchase Agreement on behalf of the City.

Section 9. Further Actions. The Mayor, the Vice Mayor, the City Manager, the City Treasurer, the City’s Chief Financial Officer and such officers, employees and agents of the City as may be designated by any of them are authorized and directed to take such further actions as they deem necessary regarding the issuance of the Series 2019 Note, including, without limitation, the execution and delivery of closing documents and certificates including a Negative Pledge Agreement with respect to the ownership of the Project, IRS Form 8038-G and a Non-Arbitrage and Tax Matters Certificate (the “Tax Certificate”). All such actions previously taken by the Mayor, Vice Mayor, the City Manager, the City Treasurer, the City’s Chief Financial Officer or such officers, employees and agents are hereby approved, ratified and confirmed.

The Council covenants on behalf of the City that (i) the proceeds from the issuance of the Series 2019 Note will be invested and expended as set forth in the Tax Certificate, (ii) the City shall comply with the other covenants and representations contained in the Tax Certificate, and (iii) the City shall comply with the provisions of the Code, so that interest on the Series 2019 Note will remain excludable from gross income for federal income tax purposes and that the Series 2019 Note will maintain its status as a “qualified tax-exempt obligation.”

Section 10. Selection of Bond Counsel. The Council hereby consents to Kaufman & Canoles, P.C., serving as Bond Counsel to the City in connection with the issuance of the Series 2019 Note.

Section 11. Election Under the Act. The Council elects to issue the Series 2019 Note under the provisions of the Act and without regard to the City Charter.

Section 12. Discharge upon Payment of Series 2019 Note. If the Series 2019 Note shall have become due and payable in accordance with their terms, shall have been fully refunded from the proceeds of refunding bonds or notes issued by the City and the full amount of the principal and interest so due and payable upon the Series 2019 Note then outstanding shall have been paid, or sufficient cash or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America shall be held by the City Treasurer or by an escrow agent selected by the City for such purpose, at the time and in the manner provided in this Resolution, then all covenants, agreements and other obligations of the City to the holder of the Series 2019 Note under this Resolution shall cease, terminate and be void and the City shall be discharged from its obligations hereunder. Upon the deposit of such cash or obligations with the City Treasurer or escrow agent, the City Treasurer or escrow agent may request a report from certified public accountants, actuaries or other similar professionals, addressed to the City Treasurer or escrow agent, to the effect that the cash and the proceeds to be received from such obligations will be sufficient, without reinvestment, to provide for the payment of the principal of and interest on the Series 2019 Note when due.

In the event that all of such cash and obligations are not required for the payment of the principal of and interest on the Series 2019 Note, such excess may be used by the City for any lawful purpose.

Notwithstanding anything to the contrary contained herein, any defeasance and discharge hereunder shall not be deemed to release the City from its obligations to pay the principal of and interest on the Series 2019 Note as contemplated herein until the date the Series 2019 Note are paid in full. In addition, such defeasance and discharge shall not terminate the obligations of the City to comply with the tax laws pertaining to the Series 2019 Note until the date the Series 2019 Note are paid in full.

Section 13. Investment Authorization. The Council authorizes the City Treasurer to utilize the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) in connection with the investment of the proceeds of the Notes, if the City Manager and the City Treasurer determine that the utilization of SNAP is in the best interest of the City. The Council acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the standard SNAP Contract.

Section 14. Use of Proceeds of Notes. The City agrees to use the proceeds of the Notes to finance a portion of the cost of the Project, and to use the same for such purposes within three (3) years after the date of the issuance of the Notes, with any proceeds remaining after such date being used to optionally redeem principal on such Notes and being yield-restricted to the extent required by the Code, unless the City receives an opinion of nationally recognized Bond Counsel that a different use of the remaining proceeds would not cause the interest on the Notes to be includable in the gross income for federal income tax purposes of the registered owner thereof under existing law.

Section 15. Covenants. The City agrees to provide its audited financial statements to the Bank, or any subsequent owner of the Series 2019 Note, each year within 270 days of the City's fiscal year end. The City also agrees to not violate the debt limit imposed upon the City by the Virginia Constitution and the Act.

Section 16. Arbitrage Covenants.

(a) **No Composite Issue.** The City represents that there have not been issued, and covenants that there will not be issued, any obligations that will be treated as part of the same issue of obligations as the Series 2019 Note, within the meaning of the Code.

(b) **Not an Arbitrage Bond.** The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the Series 2019 Note to be "arbitrage bonds" within the meaning of Section 148 of the Code, or otherwise cause interest on the Series 2019 Note to be includable in the gross income for federal income tax purposes of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of law which may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Series 2019 Note, unless the City receives an opinion of nationally recognized Bond Counsel that such compliance is not required to prevent interest on the Series 2019 Note from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law. The City shall pay any such required rebate from its legally available funds.

Section 17. Limitation of Liability of Officials of the City. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of a Council member, any officer, employee or agent of the City in his or her individual capacity, and no officer of the City executing the Series 2019 Note shall be liable personally on the Series 2019 Note or be subject to any personal liability or accountability by reason of the issuance thereof. No Council member, officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution, provided he or she acts in good faith.

Section 18. Contract with Bank. The provisions of this Resolution shall constitute a contract between the City and the Bank (or any subsequent owner of the Series 2019 Note), for so long as the Series 2019 Note are outstanding. This Resolution may not be amended by the City in any manner without the prior written consent of the Bank (or any subsequent owner of the Series 2019 Note), except to cure any defect, error, omission or ambiguity herein.

Section 19. Other Actions. All other actions of the Council members, officers, employees, and agents of the City in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Series 2019 Note are approved and confirmed. The officers and staff of the City are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Series 2019 Note. Any reference to an officeholder herein shall include a person acting in such capacity or serving in

such capacity on an interim basis pursuant to due authority. The Vice Mayor may take any action hereunder with respect to which the Mayor has been authorized to act.

Section 20. Designation for Purchase by Financial Institutions. The City hereby designates the Series 2019 Note as a “qualified tax-exempt obligation” eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance with the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The City and its “subordinate entities” have not issued, nor do they reasonably anticipate issuing, more than \$10,000,000 in qualified tax-exempt obligations during calendar year 2019, and the City and its subordinate entities will not designate more than \$10,000,000 of qualified tax-exempt obligations in calendar year 2019.

Section 21. Official Intent. The Council hereby makes this declaration of official intent under Treasury Regulations Section 1.150-2 and declares that the City intends to reimburse itself with the proceeds of the Notes for expenditures made on, after or within sixty (60) days prior to the date hereof with respect to the Project. Further, expenditures made more than sixty (60) days prior to the date hereof may be reimbursed as to certain *de minimis* or preliminary expenditures described in Treasury Regulations Section 1.150-2(f) and as to other expenditures permitted under applicable Treasury Regulations.

Section 22. Filing of Resolution. The City Clerk is hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the City of Bristol, Virginia.

Section 23. Effective Date. This Resolution shall take effect immediately.

Exhibit A – Form of the Series 2019 Note

RA-1

\$_____

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA**

CITY OF BRISTOL, VIRGINIA

GENERAL OBLIGATION NOTE, SERIES 2019

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
3.39%	October __, 20__	October __, 2019	None

REGISTERED OWNER: HOMETRUST BANK

PRINCIPAL AMOUNT: _____ AND 00/100 DOLLARS

FOR VALUE RECEIVED, the **CITY OF BRISTOL, VIRGINIA** (the "City"), a political subdivision of the Commonwealth of Virginia, hereby acknowledges itself indebted and promises to pay, from the sources described below, to the Registered Owner stated above, its successors or registered assigns, without offset, at 425 State Street, Bristol, Virginia 24201, or at such other place as the Registered Owner may designate that is acceptable to the City, the Principal Amount stated above, without presentment except upon final maturity, on the dates and in the amounts set forth in the Principal Payment column in Schedule I attached hereto and made a part hereof, subject to prior redemption as set forth herein. The City will pay to the Registered Owner hereof interest hereon at the rate per year set forth above. Payments of interest on this Note will be due and payable [monthly][quarterly] on each _____, commencing on _____, 20__ and continuing through the Maturity Date, without presentment. If not sooner paid, all principal, together with all accrued interest due hereunder, shall be paid in full on the Maturity Date stated above. Principal and interest shall be payable in lawful money of the United States of America.

The interest rate on this Note shall be subject to adjustment by the Registered Owner on October __, 2024 to a rate based on the then current 5-years United States Treasury plus a margin of 2.15%.

All payments made on this Note shall be applied first to accrued interest and then to principal. Interest on this Note shall be computed on the basis of a year of 360 days consisting of twelve 30-day months. If the payment date of any payment hereunder does not fall on a Business Day (as hereinafter defined), then payment need not be made on such date, but may be

made on the next succeeding Business Day, and if made on such next succeeding Business Day, no additional interest shall accrue. "Business Day" shall mean any day other than a Saturday, Sunday or day on which banking institutions within the Commonwealth of Virginia are authorized or required by law to remain closed.

This Note is subject prepayment at any time, in whole or in part, without penalty.

This Note is executed and delivered pursuant to a Resolution of the City Council of the City (the "Council") adopted on October 8, 2019 (the "Resolution"). This Note is being issued under the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended). The proceeds of this Note will be used to finance the acquisition of real estate for a City social services facility and pay the associated costs of issuance. The Registered Owner shall be entitled to all benefits, and this Note is issued subject to all terms and conditions, of the Resolution.

The full faith and credit of the City are irrevocably pledged for the payment of the principal of and the interest on this Note. The Resolution provides, and Section 15.2-2624 of the Code of Virginia of 1950, as amended, requires, that there shall be levied and collected an annual tax upon all taxable property in the City subject to local taxation sufficient to provide for the payment of the principal of and the interest on this Note as the same shall become due, which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the City to the extent other funds of the City are not lawfully available and appropriated for such purpose.

No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of any officer, employee or agent of the City in his or her individual capacity, and no officer of the City executing this Note shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance hereof.

The City Treasurer shall act as Registrar (until a different Registrar is selected) and shall maintain registration books for the registration and the registration of transfer of this Note. Payments of principal and interest shall be made by check or draft mailed to the Registered Owner, at its address as it appears on the registration books kept for that purpose at the principal office of the Registrar, or by wire, automated clearing house (ACH) transfer or other means acceptable to the Registered Owner. The final payment of principal shall be payable upon presentation and surrender of this Note to the Registrar. The transfer of this Note may be registered only on the books kept for the registration and registration of transfer of this Note upon surrender thereof to the Registrar at his or her address together with an assignment duly executed by the Registered Owner in person or by his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such transfer, the City shall execute and deliver, in exchange for this Note, a new registered Note registered in the name of the transferee. Prior to due presentment for registration of transfer, the Registrar shall treat the Registered Owner as the person exclusively entitled to payment of principal of and interest on, this Note and to the exercise of all other rights and powers of the owner.

If this Note has been mutilated, lost or destroyed, the City shall execute and deliver a new Note of like date and tenor in exchange or substitution for, and upon cancellation of, such

mutilated Note or in lieu of and in substitution for such lost or destroyed Note; *provided*, that the City shall execute and deliver such Note only if the holder has paid the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of a mutilated Note, such mutilated Note shall first be surrendered to the Registrar, and in the case of a lost or destroyed Note, the holder has furnished to the City and the Registrar (a) evidence satisfactory to them that such Note was lost or destroyed and the holder was the owner thereof and (b) indemnity satisfactory to them.

Any failure or delay by the Registered Owner to exercise any right hereunder or under the Resolution shall not be construed as a waiver of the right to exercise the same or any other rights at any time.

The term "Registered Owner" as used herein shall include any future holder of this Note. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. This Note shall apply to and bind the City's successors and assigns to the extent provided herein and shall inure to the benefit of the Registered Owner, its successors and assigns.

All acts and conditions required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in connection with the issuance of this Note have happened, exist and have been performed, and the issuance of this Note, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City Council of the City of Bristol, Virginia, has caused this Note to be issued in the name of the **CITY OF BRISTOL, VIRGINIA**, to be executed by its Mayor or Vice Mayor, its seal to be affixed to this Note attested by its City Clerk or Deputy City Clerk and this Note to be dated October __, 2019.

CITY OF BRISTOL, VIRGINIA

By _____
Mayor

[SEAL]

Attest:

City Clerk

Schedule I – Payment Schedule

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

(Please print or typewrite name, address and Social Security Number or Taxpayer Identification Number of transferee) the within Note and all rights therein and hereby irrevocably constitutes and appoints _____ attorney-in-fact to transfer the Note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears in the registration books of the City.

In the presence of:

NOTICE: The Registered Owner's signature to this assignment must be guaranteed by an institution participating in the Securities Transfer Agent Medallion Program ("STAMP") or similar program. Please affix signature guarantee ink Stamp with appropriate signature, title of officer and date.

SCHEDULE I

Payment Date

Principal Payment

CERTIFICATE

The undersigned City Clerk of the City of Bristol, Virginia, hereby certifies that the foregoing constitutes a true, correct and complete copy of a Resolution adopted by the City Council of the City of Bristol, Virginia at a meeting of the City Council duly called and held on October 8, 2019. I hereby further certify that in accordance with Section 15.2-2607 of the Code of Virginia, the Resolution was adopted at the meeting at which it was introduced, that said meeting constituted a regularly scheduled meeting, and that during the consideration of the foregoing Resolution a quorum was present. The vote of the members of the City Council upon the foregoing Resolution was as follows:

<u>Member</u>	<u>Present/Absent</u>	<u>Vote</u>
Kevin Mumpower	_____	_____
Kevin Wingard	_____	_____
Bill Hartley	_____	_____
Neal Osborne	_____	_____
Anthony Farnum	_____	_____

WITNESS MY HAND and the seal of the City of Bristol, Virginia, this ____ day of October, 2019.

City Clerk of the City of Bristol, Virginia

[SEAL]

CITY COUNCIL AGENDA ITEM SUMMARY

Meeting Date: October 8, 2019

Department: Community & Economic
Development

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Release from Performance Agreement. Contractual Obligations for Studio Brew.

ITEM BACKGROUND:

Studio Brew entered into a Performance Agreement on 6/27/2014 with the City of Bristol, Virginia, the Industrial Development Authority for the City of Bristol, Virginia, and BVU authority. The Commencement of Term on this agreement began the date that Studio Brew opened for business, which was 11/20/2015. The original term was for 5 years. Studio Brew has an opportunity to diversify their business model to be more competitive within the craft beer/soda industry. In order to get the necessary funds to diversify their business they have requested to be released from this Performance Agreement with the City. BVU Authority has agreed to release them contingent upon the City and the IDA released them from stated agreement.

PREVIOUS RELEVANT ACTION:

BVU board voted to release Studio Brew from stated agreement based on action by the City to do the same. The board voted 4 to 0 on 9/27/2019, in favor of release. This information will be presented to IDA on 10/7/2019 for recommendation.

STAFF RECOMMENDATION:

Release Studio Brew from performance agreement contingent on conditions for release.

DOCUMENTATION:

[Studio Brew Performance Agreement.pdf](#)

[Release Parameters.docx](#)

PERFORMANCE AGREEMENT

AGREEMENT

This **PURCHASE AND PERFORMANCE AGREEMENT** made and entered this 27th day of June 2014, by The **CITY OF BRISTOL, VIRGINIA**, a Virginia municipal corporation (the "CITY") and **STUDIO BREW, LLC**, a limited liability corporation organized under the laws of the Commonwealth of Virginia. ("APPLICANT"); the **INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE CITY OF BRISTOL VIRGINIA** (the "IDA"), organized under the laws of the Commonwealth of Virginia, and the **BVU AUTHORITY** (BVU) for the purposes and considerations stated below:

RECITALS

WHEREAS, the APPLICANT wishes to purchase the "Fire Museum Building" located at 221 Moore Street in Bristol, Virginia and intends to install a commercial brewery with intent to distribute wholesale as well as limited retail of products and merchandise on site; and

WHEREAS, the APPLICANT has requested an economic incentive grant award to assist in offsetting startup costs associated with the occupation of the property; and

WHEREAS, the City of Bristol, Virginia, through the Economic Development Committee (EDC), met on Monday June 10, 2013 to discuss the APPLICANT's request; and

WHEREAS, the EDC has indicated its desire that the CITY provide real property as a land grant to the APPLICANT for the APPLICANT's use and benefit, provided that the APPLICANT commits to the achievement of certain goals relating to employment, capital investment, length of stay, and sales volume as described herein; and

WHEREAS, the EDC has indicated its desire that the BVU BOARD provide an economic development grant and a promotional grant to the APPLICANT for the APPLICANT's use and benefit, provided that the APPLICANT commits to the achievement of certain goals relating to employment, capital investment, length of stay, and sales volume as described herein; and

WHEREAS, the CITY, the APPLICANT and the IDA desire to set forth their understanding and agreement as to the use of the grant, the obligations of each party hereto, the conditions under which the grant must be repaid, and the liability of each party hereto in the event of default.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits and promises of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

ARTICLE I

APPLICANT'S COMMITMENTS AND OBLIGATIONS

- 1.1 **Funding Match Requirements.** None
- 1.2 **Announcement.** Contemporaneously with the execution of this Agreement, the applicant will announce the future opening of Studio Brew and establish a ribbon cutting date at the aforementioned location within the city limits.
- 1.3 **Occupation.** The APPLICANT agrees that they shall occupy the facility located at 221 Moore Street in Bristol, Virginia pursuant to the intent of this Agreement, prior to the commencement of the term of this Agreement as provided herein.
- 1.4 **Capital Investment.** The APPLICANT agrees that the prospective tenant shall make a direct capital investment of not less than TWO MILLION DOLLARS (\$2,000,000.00) in the occupation, outfitting, and operation of the property as Studio Brew including professional office space for the corporate entity within the term of this Agreement. This amount shall be comprised of expenditures by the owner, tenant and the APPLICANT, which may include but not be limited to construction and maintenance costs.
- 1.5 **Employment Requirements.** The APPLICANT shall achieve employment of and maintain 14 employees, including part time and full time positions, within the term of this Agreement.
- 1.6 **Jobs Report and Audit Requirements.** The APPLICANT shall provide at the APPLICANT's expense detailed verification of its progress toward satisfaction of the above Capital Investment and Employment Requirements. These reports shall be provided annually to the Director of Economic Development and BVU administrative staff. The first report and each report thereafter shall be due prior to June 1 of each year. An initial report shall be required prior to the commencement of the term of this Agreement as provided herein and shall serve as the baseline for default measurement. The APPLICANT further agrees to cooperate with any other reasonable audit requirements as may be requested by the CITY during the term of this Agreement.
- 1.7 **Utility Services.** The APPLICANT shall utilize all applicable services available from Bristol Virginia Utilities, including but not limited to OptiNet, electric, water, and wastewater services.
- 1.8 **Length of Stay.** The Applicant shall occupy 221 Moore Street and operate the businesses therein as described above for a period of not less than five (5) years.
- 1.9 **Sales Tax Revenues.** The Applicant shall provide the City with revenues from all applicable sales tax in an amount totaling not less than \$100,000 within five (5) years from the commencement of the term for this agreement.

ARTICLE II

ECONOMIC DEVELOPMENT AND LAND GRANTS

- 2.1 **Economic Development Grants.** The CITY, the IDA, BVU and the APPLICANT enter into this Agreement as a one (1) time Job Creation and Capital Investment Grant for the promotion of economic development within the CITY.

2.2 The CITY agrees to convey to the IDA, and the IDA agrees to convey to the APPLICANT the real property located at 221 Moore Street, Bristol, Virginia and more specifically described in Exhibit B attached. Additionally, although not included in the conveyance the APPLICANT shall be provided access to 20 parking spaces adjacent to the building and as depicted and described in Exhibit A attached.

2.3 The CITY agrees to pay to the APPLICANT from its Economic Development Funds the sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) as a one (1) time Job Creation and Capital Investment Grant for the promotion of economic development within the City. The City shall render payment within seven (7) days following written request of the applicant.

2.4 BVU agrees to pay to the APPLICANT from its Economic Development Funds the sum of THIRTY SEVEN THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$37,212.00) as a one (1) time Job Creation and Capital Investment Grant for the promotion of economic development within the City. BVU shall render payment pursuant to its Economic Development Policy. The following payment schedule shall be used to govern disbursement of funds:

(a) First Payment: The first payment shall total \$28,000 and shall be payable at the grand opening of the facility and shall be rendered within seven (7) days following written request of the applicant.

(b) Second Payment: The second payment shall total \$9,212 and shall be paid in annual instalments. \$3,070.85 and shall be payable following 365 days of billable electrical service at the facility. Payment shall be rendered within seven (7) days following written request of the applicant. Each year a payment shall be due on the anniversary of the initial second payment and shall be payable following 365 days of billable electrical service at the facility.

2.5 BVU agrees to pay to the APPLICANT from its Marketing Funds the sum of FORTY TWO THOUSAND DOLLARS (\$42,000.00) as a one (1) time Job Creation and Capital Investment Grant for the promotion of economic development within the City. Payment shall be due following satisfactory completion of the following requirements:

(a) The issuance of a certificate of occupancy by the City of Bristol, Virginia Building official for the renovated facility

(b) The placement of a permanent plaque advertising BVU, the form, size & placement having been previously approved by BVU

Upon satisfactory completion of the above conditions BVU shall render payment within seven (7) days following written request of the applicant.

2.6 Tax Credits. CITY has elected not to restrict the use of tax credits by the APPLICANT.

2.7 Deed of Trust. Upon transfer of the building at 221 Moore Street to the APPLICANT by the IDA, the APPLICANT will convey said property by Deed of Trust to a Trustee chosen by the IDA to secure to the CITY and the IDA, the APPLICANT's faithful

performance of all the terms and conditions contained herein. The CITY shall remain in first lien position on said property. The purpose of said first Deed of Trust is to secure the APPLICANT's performance of all of its obligations under Article I hereof including, but not limited to APPLICANT's occupation of the building and operation of Studio Brew, for at least five (5) years pursuant to Article 1.8 hereinabove. Upon completion of five (5) years from commencement, the IDA will release its lien on said property by recording a Certificate of Satisfaction in the office of the Circuit Court Clerk. Notwithstanding the foregoing, the City and IDA agree to subordinate such Deed of Trust to any lending institution that provides construction financing or operating lines of credit for the Applicant or its affiliates. This subordination shall be limited to borrowing by the APPLICANT for the following purposes: (1) establishment of an operating line of credit not to exceed Two Hundred Thousand Dollars (\$200,000); and (2) borrowing to improve the Facility and to purchase any equipment necessary to install a distillery in the Facility not to exceed Five Hundred Thousand Dollars (\$500,000).

2.6 Right of First Refusal. Upon transfer of the building at 221 Moore Street by the APPLICANT, the APPLICANT shall grant to the IDA a Right of First Refusal to purchase the real property together with all improvements thereon subject to the following formula: Appraised value at the time of sale, minus Two Hundred Seventy Eight Thousand Three Hundred and 00/100 (\$278,300.00) Dollars. This Right of First Refusal shall expire upon 10 years from commencement. The IDA will waive the Right of First Refusal on a sale by sale basis, as long as the prospective Purchaser is buying the building and the on-going business, if said on-going business is Studio Brew or a comparable business.

2.8 Assignment by IDA. Immediately following transfer of the grant funds to the APPLICANT, as set forth in Articles 2.2, 2.3, 2.4 and 2.5 the IDA will assign all of its right, title and interest in this Agreement, and all related documents, including the Deed of Trust to the CITY. The parties agree that on such assignment, the CITY will be vested with all rights powers and authority under this Agreement and assume any and all liabilities, obligations and duties of the IDA and the IDA will be released and discharged from any liability, obligations and duties hereunder, all without need of any further action or instrument.

ARTICLE III DEFAULT

3.1 Specific Default. The occurrence of any of the following shall constitute a default by the APPLICANT under this Agreement:

- A. The failure of the APPLICANT to sanction the announcement of the future opening of Studio Brew pursuant to Article 1.2 of this Agreement.
- B. The failure of the APPLICANT to ensure occupation of space pursuant to Article 1.3 of this Agreement.
- C. The failure of the APPLICANT to make the direct capital investment required pursuant to Article 1.4 of this Agreement.
- D. The failure of the APPLICANT to achieve the employment requirements pursuant to Article 1.5 of this Agreement or to provide the required reports and audits as required pursuant to Article 1.7 of this Agreement.

- E. The failure of the APPLICANT to utilize above listed services provided by BVU
- F. The failure of the APPLICANT to satisfy length of stay requirements pursuant to Article 1.8 of this agreement.
- G. The failure of the APPLICANT to satisfy sales tax revenue requirements pursuant to Article 1.9 of this agreement.

3.2 Written Notice. Before exercising any remedies with respect to a default listed above, the IDA and/or BVU must give the APPLICANT sixty (60) days written notice thereof. In the event that the APPLICANT satisfies the requirement not theretofore met prior to the expiration of the notice period, such default will be deemed cured.

3.3 Remedies to the IDA and BVU. In the event that the APPLICANT fails to cure any default after giving the APPLICANT sixty (60) days written notice thereof, the IDA and/or BVU at its sole option may require:

- A. Repayment of any monies disbursed to the APPLICANT by the APPLICANT at that time under the terms of this Agreement. If the applicant has partially satisfied the requirements of Article I above then the amount due shall be prorated to reflect partial default. The proration shall be based on one half of the total grant monies awarded being attributed to job creation and one half being attributed to capital investment; and/or
- B. The Trustee as named in the above referenced Deed of Trust to act on their Power of Sale and pursuant to the terms therein to initiate foreclosure proceedings.

3.4 Additional Remedies. Notwithstanding any other provisions contained herein, in the event of a breach of the terms of this Agreement by the APPLICANT, the CITY, BVU and the IDA shall have all remedies available to it at law or in equity.

ARTICLE IV MISCELLANEOUS

11/20/2015

4.1 Commencement of Term. The term of this agreement shall be five (5) years from commencement (except for the Right of First Refusal contained in Paragraph 2.5 hereinabove.) The Commencement date shall be the date of official notice of opening as provided to CITY by the APPLICANT. Official notice of opening shall be in the form of a letter stipulating that the business is open and generating revenue.

4.2 Notices. Any notice permitted or provided for under the Agreement shall be in writing, shall be given by mail, and shall be deemed sufficiently given if and when received by the Party to be notified at its address set forth below, or if and when mailed by registered or certified mail, postage prepaid, addressed to such Party at such address. Any Party designated below may, by written notice to the others, change its address for receiving such notices.

Addresses for Notices to Studio Brew, LLC.
ATTN: Erich Allen
Owner
221 Moore Street
Bristol, VA 24201

Addresses for Notices to CITY
Andrew Trivette
Director of Economic Development
300 Lee Street
Bristol, Virginia 24201

Address for Notices to the Industrial Development Authority
Doug Weberling
Chairman
300 Lee Street
Bristol, Virginia 24201

Addresses for Notices to BVU
Walter Bressler,
General Counsel
15022 Lee Highway
Bristol, VA 24201

4.3 Survival. This Agreement, its Schedules and respective covenants and undertakings of the parties shall survive the closing of the transactions contemplated by this Agreement.

4.4 Governing Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia.

4.5 Entire Agreement. This Agreement, any Schedules hereto and all documents delivered at closing constitute the entire agreement among the parties pertaining to its subject matter and supersede all prior and contemporaneous agreements, understandings and representations of the parties in connection with it. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party thereafter to enforce any other provision or to exercise any right or remedy in the event of any other default, whether or not similar.

4.6 Successors or Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The APPLICANT may not assign all or any part of its rights and obligations hereunder without prior written approval of the CITY, the IDA (only the CITY after the assignment contemplated under 2.6 herein) and/or BVU, which approval shall be at the sole discretion of the CITY, the IDA (only the CITY after the assignment contemplated under 2.6 herein), and/or BVU which approval shall not be reasonably withheld or delayed.

4.7 No Third Party Beneficiaries. Nothing in this Agreement shall entitle any person or entity other than the parties and their respective, successors and assigns permitted hereby any claim, cause of action, remedy or right of any kind.

4.8 Time is of the Essence. Time is of the essence in the performance of this agreement. **4.9 Severability.** Every provision of this Agreement is severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or

invalidity shall not affect the validity of the remainder of this Agreement, which is enforceable to the fullest extent allowed by law.

4.10 Execution. Five (5) copies of this Agreement are signed, each of which shall constitute an original.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above by the duly authorized representatives of the parties.

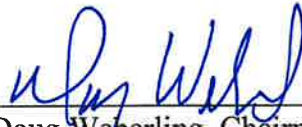
CITY ADMINISTRATION

By 
Tabitha Crowder
Interim City Manager

CITY COUNCIL

By 
Guy Odum
Mayor

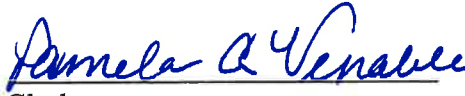
The INDUSTRIAL DEVELOPMENT
OF THE CITY OF BRISTOL VIRGINIA

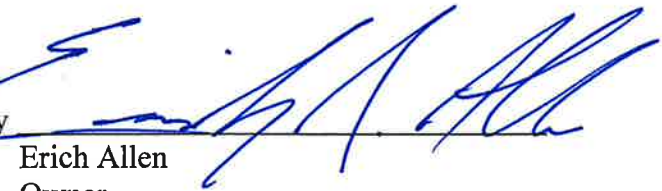
By 
Doug Weberling, Chairman

AUTHORITY

(SEAL)
Attest: Steve Allen,
CLERK OF THE CITY OF
BRISTOL, VIRGINIA

APPLICANT

By 
Deputy Clerk

By 
Erich Allen
Owner
Studio Brew, LLC.

BVU ADMINISTRATION

By 
Mike Bundy
Interim President and CEO

Attest:

Donna Biggs, Secretary

CONTRACTUAL OBLIGATIONS FOR STUDIO BREW

In exchange for the city's release of the performance agreement, Erich and Pam Allen, personally, agree to the following:

1. A contractual obligation to the City that extends to the end of the original performance agreement;
2. According to the Performance Agreement, the building was tax assessed at \$198,300.00 and Studio Brew received \$80,000.00 cash and title to the property and cash was exchanged between the parties;
3. The obligation requires Erich and Pam Allen to pay 20% of the tax assessed value of the building when they obtained possession of the building and 20% of the cash they received from the City if any of the the following events occur:
 - a. Title of the building changes prior to November 20, 2020; or
 - b. The Allens are no longer owners of the business or if they have less than a majority share of the business; or
 - c. The Allens must allow the City to review any documentation of the outside investment transaction; or
 - d. Operations of Studio Brew are moved outside City limits prior to November 20, 2020; or
 - e. Studio Brew ceases operations prior to November 20, 2020.

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: October 8, 2019

Department: City Clerk

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Approval of meeting minutes

ITEM BACKGROUND:

August 27, 2019 regular meeting September 9, 2019 called meeting September 10, 2019 regular meeting September 24, 2019 regular meeting

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

Approval.

DOCUMENTATION:

[8.27.19 Minutes.docx](#)

[9.24.19 Minutes.docx](#)

[9.10.19 Minutes.docx](#)

[9.9.19 Minutes.docx](#)

A REGULAR MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON AUGUST 27, 2019 AT 6:00PM, 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR NEAL OSBORNE PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR BILL HARTLEY, ANTHONY FARNUM, KEVIN MUMPOWER, AND KEVIN WINGARD. CITY MANAGER/CITY ATTORNEY, RANDALL EADS, AND CHIEF FINANCIAL OFFICER TAMRYA SPRADLIN WERE ALSO PRESENT.

Mayor Osborne asked for a moment of silence, followed by the pledge of allegiance. Mayor Osborne mentioned the ribbon cutting for the Mendota Trail. He also commented on ordinances for animal control and pet registration fees. Vice Mayor Hartley said that the dog park at Sugar Hollow Park is now open. City Manager Randall Eads said that the City's food truck event held on August 16th brought about 200 people to Cumberland Square Park.

Nancy Marney spoke about the importance of substance and content and saying no. Earl Carlin spoke about issues with BVU and trash collection.

REGULAR AGENDA

1. Consider first reading of an Ordinance to Repeal Section 1 of the Appendix to Chapter 34 of the City Code of Ordinances, relating to ambulance fees.

City Manager Randall Eads said that the outdated appendix does not reflect actual cost of providing emergency transport services and that the Fire Department will adopt an annual fee schedule. Mr. Farnum made a motion for first reading of the ordinance which was seconded by Mr. Mumpower. The motion carried by the following votes:

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

City Manager Randall Eads read the ordinance:

Ordinance 19-9

BE IT ORDAINED by the City Council for the City of Bristol, Virginia has repealed Section 1 of the Appendix to Chapter 34 of the City Code of Ordinances, related to ambulance fees.

~~Sec. 1. Rates for transporting patients.~~

~~The rate to be charged for the transportation of a patient from one point within the city to another within the city shall be as follows:~~

~~(1) Day (6:00 a.m. to 6:00 p.m.): a. Nonemergency trips \$15.00 b. Emergency trips 20.00
An additional charge of \$3.00 may be made when it is necessary to administer oxygen.~~

~~(2) Night (6:00 p.m. to 6:00 a.m.): a. Nonemergency trips \$15.00 b. Emergency trips
20.00
An additional charge of \$3.00 may be made when it is necessary to administer oxygen.~~

~~(3) When trips are made beyond the city limits, an additional mileage charge of \$0.60 per mile will be made for the distance the patient is transported beyond the city limits.
(Code 1966, § 2A-7)~~

2. Consider Approval of Virginia Brownfields Assistance Fund grant project.

City Planner Sally Morgan said that the grant project through VEDP and DEQ would allow for a site assessment and planning projects to be completed at 33 Moore Street, and that any cleanup required would be the responsibility of the property owner. Council discussed other properties that may qualify and other options for the future. Nancy Marney spoke about spending taxpayer money carefully. Mayor Osborne asked if there was a motion to approve the grant proposal. Mr. Farnum made a motion to approve the application. Vice-mayor Hartley seconded the motion. The motion carried by the following votes:

AYES: Farnum, Hartley, Osborne.

NO: Mumpower, Wingard.

3. Consider resolution granting final plat approval for Plat #06-2019 for Wildflower Ridge – Phase 1B.

City Planner Sally Morgan said that the plat approval was recommended by the Planning Commission and included conditions that must be met before final recording. City Manager Randall Eads read the resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISTOL, VIRGINIA
APPROVING THE FINAL PLAT #06-2019 FOR WILDFLOWER RIDGE – PHASE 1B
SUBDIVISION

The City Council finds that:

WHEREAS, the subdivision plat for Wildflower Ridge Phase 1B subdivision has been properly submitted to the City and reviewed by City staff, and WHEREAS, the Planning Commission met on July 15, 2019 and approved the preliminary plat and also met on August 19, 2019 and approved the final plat with conditions, and WHEREAS, Section 50-270 requires that the final plat of a subdivision be approved and certified by City Council before it can be recorded.

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

The Council approves and certifies the final plat (Plat #06-2019) for Wildflower Ridge - Phase 1B subdivision as attached in Exhibit A with the following conditions as set forth by the Planning Commission:

- a) Reference is made on the plat to recorded deed covenants that provide for property owners association to be responsible for all common areas;
- b) The applicant satisfies BVU on the required utility easements to be recorded;
- c) The city Engineering Department is satisfied that the corrective actions required on erosion and sediment control and storm water are completed; and
- d) A landscape buffer of vegetation must be provided as specified in #2 of the conditional rezoning agreement dated May 1980 for this property.

PASSED AND ADOPTED by the City Council of the City of Bristol, Virginia, at a regularly scheduled meeting of said Council on August 27, 2019.

Mr. Wingard made a motion to approve the final plat. Mr. Farnum seconded the motion. Aaron Lilly spoke about the location of easements at the development in each phase of the development. Mr. Mumpower asked about the process of recording utility easements. Mayor Osborne asked for a roll call vote, and the motion made by Mr. Wingard carried by the following votes:

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

4. Consider closed session pursuant to §2.2-3711.A1, Code of Virginia 1950, as amended. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body (appointments).

Mr. Wingard made a motion to table the closed session which was seconded by Mr. Hartley. The motion carried by the following votes:

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

5. Consider appointments to boards and commissions.

Mayor Osborne asked for a motion to appoint Taylor Griffin to the Ninth District Development Financing Board; Mr. Langley Shazor to the Board of Zoning Appeals; and Mr. Ric Watts to the

Industrial Development Authority. Mr. Wingard made the motion that was seconded by Mr. Hartley. Mr. Hartley clarified that Mr. Watts would be filling the term of Diana Oxendine. The motion carried by the following votes:

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

6. Discussion of financing options for property acquisition.

Mr. Wingard asked item 6 could be held until item 7 was presented. City Manager/Attorney Randall Eads said that change should have been made at the beginning of the meeting. City Manager Randall Eads said that RFP's had been issued for bank financing for the purchase of the old VEC building. He asked for council's input on using financing for the building purchase while the RFP's would be reviewed. Mr. Wingard said he did not support borrowing money for the building purchase. Mr. Mumpower asked about unassigned fund balance available for the building purchase. Mr. Hartley said he would support looking at financing options for the building purchase. City Manager Randall Eads said that he would bring back more information on financing the building at a future meeting.

7. Receive Quarterly Financial Update.

Chief Financial Officer Tamrya Spradlin gave a financial update for the last quarter of FY 2019. Ms. Spradlin said that the final unassigned fund balance for FY19 would be available upon completion of the financial audit.

CONSENT AGENDA

8.1 Consider approval of meeting minutes.

August 13, 2019 Called Meeting

August 13, 2019 Regular Meeting

8.2 Consider a supplemental appropriation of **\$970,064** to the FY20 Budget.

School Operating Budget

Appropriate additional grant funding or additional grant carryover funding for FY20 budget. **No local contribution is required.**

Revenue	School Operating Fund Budget (see attached)	\$814,977
Expenditure	School Operating Fund Budget (see attached)	\$814,977

Judicial Alternative Sentencing Program

Appropriate Drug Court Sustainability Grant to the FY20 budget.

Expenditure	4-001-21035-3145	Professional Services	\$30,000
Expenditure	4-001-21035-6045	Supplies – Sustainability Grant	\$34,968
Revenue	3-001-24020-0095	Drug Court Sustainability Grant	\$64,968

Hazardous Materials Emergency

Appropriate Virginia Department of Emergency Management carryover funds received in FY19.

Expenditure	4-001-35050-6014	Operating Supplies & Materials	\$4,670
Revenue	3-001-10110-0001	Beginning Fund Balance	\$4,670

Clear Creek Golf Course

Appropriate Membership Drive funds received in FY20.

Expenditure	4-001-71040-8110	Capital Fee Expenditures	\$52,250
Expenditure	4-001-71040-3145	Professional Services; Marketing	\$13,063
Revenue	3-001-16065-0001	Membership & Green Fees	\$65,313

Economic Development

Appropriate state funding for an Economic Forecast.

Expenditure	4-001-81190-3140	Professional Services	\$20,136
Revenue	3-001-24010-0050	State grant miscellaneous	\$20,136

8.3 Consider purchase requisitions totaling \$1,913,000.00.

Sheriff's Department; Inmate Housing July 2019	\$81,000.00
Solid Waste; Sidewall Liner Mobilization No. 23 (Plastic Fusion Fabricators)	\$1,657,000.00
Solid Waste; Sidewall Liner Mobilization No. 23 (Draper Aden)	\$175,000.00

8.4 Review of 2018-2019 Planning Commission Annual Report.

8.5 Consider street closure request for Birthplace of Country Music Way.

Mr. Hartley made a motion to approve the consent agenda which was seconded by Mr. Wingard. The motion carried by the following votes:

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

There being no other business, the meeting was adjourned.

City Clerk

Mayor

A REGULAR MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON SEPTEMBER 24, 2019 AT 6:00PM, 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR NEAL OSBORNE PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR BILL HARTLEY, ANTHONY FARNUM, KEVIN MUMPOWER, AND KEVIN WINGARD. CITY MANAGER/CITY ATTORNEY, RANDALL EADS, AND CHIEF FINANCIAL OFFICER TAMRYA SPRADLIN WERE ALSO PRESENT.

Mayor Osborne asked for a moment of silence, followed by the pledge of allegiance. Mayor Osborne thanked city staff for their work during Rhythm and Roots.

Nancy Marney spoke about zoning issues.

REGULAR AGENDA

1. First Reading of Ordinance to Amend the City Zoning Map for Request #ZMA 01-2019 from Long Crescent LLC for Tax Map #221-A-2, 221-A-3, and 261-A-6A.

Mr. Wingard disclosed that members of Long Crescent, LLC is made up of members of his family. City Planner Sally Morgan reviewed the request from Long Crescent, LLC to rezone the above parcel from R1 to B3. Mr. Rachel Gibson and Mike Dishman spoke in favor of the rezoning. Larry Kirksey, Pam Kerr, and Ken Hale spoke against the rezoning. Mr. Kirksey presented council with a petition he said was signed by 300 residents against the rezoning.

Vice-Mayor Hartley made a motion to deny the rezoning request, which was seconded by Mr. Mumpower. The motion carried by the following votes:

AYES: Farnum, Mumpower, Hartley, Osborne.

ABSTAIN: Wingard.

2. Approval of performance contract between Highlands Community Services and the City of Bristol, Virginia. Request approval.

City Manager Randall Eads said that the performance contract outlines the responsibilities of Highlands Community Services. Vice-Mayor Hartley made a motion to approve the performance contract which was seconded by Mr. Farnum. The motion carried by the following votes:

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

3. Approval for City Manager to sign deeds transferring property to BVU Authority as required by Code of Virginia section § 15.2-7210.

City Manager Randall Eads said that the transfers proposed covered utility easements and were required by state law. Mr. Farnum made a motion to approve the transfers which was seconded by Vice-Mayor Hartley. Mr. Mumpower said he did not support any contracts with BVU until existing issues were settled. The motion carried by the following votes:

AYES: Farnum, Wingard, Hartley, Osborne.

NO: Mumpower.

4. Appointment to Planning Commission.

Mayor Osborne said that he would like to appoint Mr. Michael Braswell to the Planning Commission, who was interviewed for a different vacancy last month. Mr. Farnum made a motion for the appointment to a term ending 6/30/2020 which was seconded by Vice-Mayor Hartley. The motion carried by the following votes:

AYES: Farnum, Mumpower, Hartley, Osborne.

ABSTAIN: Wingard.

CONSENT AGENDA

5. Supplemental Appropriation Request \$10,110
6. Budget Transfers of \$86,000

7. Purchase Requisitions of \$131,401

Mr. Hartley made a motion to approve the consent agenda which was seconded by Mr. Farnum. The motion carried by the following votes:

AYES: Farnum, Mumpower, Hartley, Osborne.
NO: Wingard.

C. Closed Session.

Mr. Wingard made a motion to table the closed session which was seconded by Mr. Hartley. The motion carried by the following votes:

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

There being no other business, the meeting was adjourned.

**
*

City Clerk

Mayor

A REGULAR MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON SEPTEMBER 10, 2019 AT 6:00PM, 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR NEAL OSBORNE PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR BILL HARTLEY, ANTHONY FARNUM, KEVIN MUMPOWER, AND KEVIN WINGARD. CITY MANAGER/CITY ATTORNEY, RANDALL EADS, AND CHIEF FINANCIAL OFFICER TAMRYA SPRADLIN WERE ALSO PRESENT.

Mayor Osborne asked for a moment of silence, followed by the pledge of allegiance. Vice-Mayor Hartley congratulated the Bristol Pirates for their season. Mr. Mumpower thanked city staff for their work to increase the credit rating. Mayor Osborne mentioned the book called “It’s Bristol, Baby” that will be given to all children born in the city limits.

Mayor Osborne reviewed the guidelines for public comment. Nancy Marney encouraged council to say no. Jackie Nophlin spoke about school improvements.

REGULAR AGENDA

1. 1. Joint Proclamation with Bristol, TN to Proclaim September 15-21, 2019 as Child Passenger Safety Week and September 22, 2019 as Buckle Up for Life Day

Mayor Osborne read the proclamation:

WHEREAS, children are our future and it is the responsibility of parents and caregivers to keep America’s children safe; and WHEREAS, car seats are required by law for children traveling in motor vehicles; and WHEREAS, research analyzed by Cincinnati Children’s Hospital Medical Center shows that in the U.S., only 1 in 4 child car seats are properly installed; and WHEREAS, research shows when installed and used correctly, child safety seats decrease the risk of a fatal injury by 71 percent among infants, 54 percent among toddlers and 45 percent among children ages 4 to 8; and WHEREAS, parents and guardians must make sure that children, age 12 and under, always ride in the back seat, buckled up in properly installed child safety seats, and a rear facing child seat should never be placed in the front seat of a motor vehicle equipped with a passenger air bag; and WHEREAS, Bristol, Virginia and Tennessee encourage parents and caregivers to implement best practices for traveling safely with children; and WHEREAS, the Cities of Bristol, Virginia and Tennessee are committed to working closely with our partners and safety advocates, such as Buckle Up for Life to help make the kind of choices that will keep children alive and safe; and WHEREAS, children riding in the right seat for their age and size can be accomplished by a car seat inspection that ensures the safety of a child while traveling.

NOW, THEREFORE, We, Neal Osborne and Margaret Fierabend the mayors of Bristol, Virginia and Tennessee do hereby proclaim the week of September 15-21, 2019 as Child Passenger Safety Week and the day of September 22, 2019 as Buckle Up for Life Day. We encourage all citizens to help reduce injuries and the tragic loss of life by buckling up themselves and their children – every trip, every time.

Mayor Osborne recognized people in attendance for the proclamation. Vice-Mayor Hartley made a motion to adopt the proclamation which was seconded by Mr. Farnum. The motion carried by the following votes:

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

2. Joint Public Hearing for Zoning Map Amendment Application #01-2019 - Long Crescent Road

Mayor Osborne opened the public hearing. Michael Pollard opened the public hearing for the Planning Commission. City Planner Sally Morgan reviewed the request from Long Crescent, LLC to rezone the above parcel from R1 to B3. Mr. Wingard disclosed that members of his family were also members of Long Crescent, LLC and that he had abstained from all conversations on the matter.

Linda Walden, Loretta Trayer, Roy Andes, Carolyn Alder, Jeff Wilson, Ken Sauls, Frankie Smith, Danny Wallace, Chris Horner, Logan Limburg, Dan Waterman, Pam Kerr, Becky Evenden, Catherine Thompson, Jon Wygal, Richard Robinson, Larry Kirksey, Candy Snodgrass,

Julie Thomas, Paul Thomas, Terry Kirksey, Diane Hager, Rachel Kaylor, Ms. Jeff Hodges, and Archer Parsons spoke against the rezoning. Katherine Evans, Meredith Massie, Linda Robey, Windy Ashley, Cody Calloway, and Todd Pruett signed up to speak but did not.

City Manager Randall Eads said that the Planning Commission would meet on September 16th to review the proposal. Mayor Osborne closed the public hearing. Michael Pollard closed the public hearing.

Mayor Osborne called for a ten minute recess.

3. Public Hearing Regarding the FY 18 -19 CDBG Consolidated Annual Performance & Evaluation

Mayor Osborne opened the public hearing. City Manager Randall Eads said the public hearing was a requirement of the CDBG program. The public hearing was closed with no public comments made.

4. Presentation of Highlands Community Services performance contract.

Kathy Johnson, Chief Financial Officer of Highlands Community Services, presented information about the performance contract that defines the services provided to the citizens of Bristol, Virginia.

5. Initial Presentation and Review of Revised Zoning Ordinance

City Planner Sally Morgan said that the Planning Commission has worked on a revised zoning ordinance over the last two years to conform with the comprehensive plan which will require approval from council.

Nancy Marney spoke about using caution when revising the zoning ordinance.

Council discussed the revised zoning ordinance at length and expressed interest in a work session or joint session with the Planning Commission.

6. Approval of Performance Agreements

City Manager Randall Eads said that two performance agreements were presented for approval for two new Pizza Hut locations in the city. They would require a minimum capital investment of \$2 million dollars and would receive a portion of the meals tax revenue as a rebate over the term of the grant.

Michael Pollard asked about the IDA vote which was 2-2 on the agreement and the declining percentage split used in the agreement. Ric Watts said he did not understand incentivizing a business that is already present in the market.

Mr. Farnum made a motion to approve the performance agreements which was seconded by Vice-Mayor Hartley. Mr. Wingard said he thought the city should slow down on incentives going forward. Vice-Mayor Hartley said he thought the percentage split structure would help the city when needed in the future. Mr. Mumpower said the city needs to get out of the business of providing incentives. Mayor Osborne said he supports a revision to the incentive policy in the future. Mayor Osborne asked for a roll call vote on the motion made by Mr. Farnum.

AYES: Farnum, Wingard, Hartley, Osborne.

NO: Mumpower.

7. Discussion of financing options for property acquisition.

City Manager Randall Eads asked for direction on the purchase of the old VEC building. Mr. Mumpower and Mr. Wingard said they did not support financing the building if the city has cash available. Vice-Mayor Hartley said the city would need cash on hand for moving expenses. City Manager Randall Eads said he thought there was a consensus of council to finance the building.

CONSENT AGENDA

Street Closure- First Baptist Church Fall Festival on Sunday September 29, 2019

September 10, 2019

Supplemental Appropriation of \$793,327

Purchase Requisitions totaling \$124,492.55

Vice-Mayor Hartley made a motion to approve the consent agenda which was seconded by Mr. Farnum. The motion carried by the following votes:

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

There being no other business, the meeting was adjourned.

City Clerk

Mayor

September 9, 2019

A CALLED MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL AND BRISTOL, VIRGINIA SCHOOL BOARD WAS HELD ON SEPTEMBER 9, 2019 AT 6:00PM, 220 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR NEAL OSBORNE PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR BILL HARTLEY, ANTHONY FARNUM, KEVIN MUMPOWER, AND KEVIN WINGARD. CITY MANAGER/INTERIM CITY ATTORNEY, RANDALL EADS, AND CHIEF FINANCIAL OFFICER TAMRYA SPRADLIN WERE ALSO PRESENT. BRISTOL VIRGINIA SCHOOL BOARD MEMBERS AND STAFF WERE ALSO IN ATTENDANCE.

The School Board opened their meeting first. Following their agenda items, Mayor Osborne called the City Council meeting to order.

Potential locations for a new elementary school were presented by Superintendent Dr. Perrigan. The options were discussed at length.

Superintendent Dr. Perrigan said that bids received for the school accessibility projects were significantly over budget. Hiring additional maintenance staff was discussed to complete the work in-house.

There being no other business, the meeting was adjourned.

City Clerk

Mayor

**CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: October 8, 2019

Department: Finance

Staff Contact: Nicole Storm,

AGENDA ITEM WORDING:

Purchase requisition of \$40,243.00

ITEM BACKGROUND:

Fire Department; Fire hose and accessories \$40,243.00

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

Approval

DOCUMENTATION:

[Purchase Req for 10.8.pdf](#)



City of Bristol Virginia Department Purchase Requisition Form

Date of Requisition	Wednesday, September 18, 2019
Department Name:	Fire Department
Purpose/Description	Fire Hose

Vendor Ordered/Purchased From	C.W. Williams
Payment to: please check one	☒ Vendor ☐ paid by City Credit Card

Purchase Order #		A purchase order is required if the amount purchased is over \$500. A purchase order is to be obtained before making purchase
Invoice Number:		
Invoice Date:		
Authorized for Payment	Fire Chief Mike Armstrong X <i>James M. Armstrong</i>	

Material & Description	Charge to			Unit Price	QTY (#)	AMOUNT
	Fund	Dept.	Account #			
Fire Hose and Accessories	9	32010	8101			40,243.00
Total						40,243.00

Fiscal Year Budget

Budget Remaining After Purchase

Department Approval:

CFO Signature:

City Manager Signature:

Council Approved Date

Quotes Attached

Packing Slip/Bill of Lading Attached

James M. Armstrong
James Spradlin
Donnell C. Cook 9/18/19

Approval Level

Up to \$5,000

Up to \$10,000

Up to \$15,000

Over \$15,000

rev 12/06/2017

Don
9-18-19



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:

Fire

Purchase Order #:

Quotes to be obtained before a purchase order is issued.

Description of Item/Service:

Fire Hose and Accessories

Summary of Quotation Information

	<u>Date</u>	<u>Vendor & Name of Salesperson/Individual Quoting Price</u>	<u>Cost</u>
1	09/09/19	C.W. Williams	40,243.00
2	09/06/19	Witmer - Michael Montgomery	41,397.00
3	09/17/19	MES - Gary Huff	39,530.26
4	09/18/19	NAFECO - Tim Arrington	45,349.00

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

Explanatory Remarks:

Our chosen vendor is C.W. Williams. *HAS HGAC CONTRACT & Lifetime Warranty (200)*

Witmer cannot meet our deadline of Oct. 15th.

MES cannot provide the quality of hose that we require. *ENO Lifetime Warranty/ps*

NAFECO will not be able to meet Oct. 15th deadline.


Department Signature

9-18-19
Date

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