City Council
Neal Osborne, Mayor
Becky Nave, Vice-Mayor
Anthony Farnum, Council Member
Jake Holmes, Council Member
Michael Pollard, Council Member

CITY COUNCIL
300 Lee Street, Bristol, Virginia 24201
February 14, 2023

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. Adoption of agenda.

REGULAR AGENDA

1. Presentation from Emory & Henry College.
2 Approval of Virginia Brownfields Assistance Fund Grant Project for 172 Piedmont Avenue.
3. A Resolution Endorsing Participation in the Virginia Juvenile Community Crime Act.
4. Triannual Approval of the City Emergency Operations Plan.
5. Discussion of a Rental Inspection Ordinance.
6. Presentation of Fiscal Year 2023-24 Budget Calendar.
7. Approval of Release and Settlement Agreement relating to Bristol, Virginia v. BVU.

D. Ordinances Second Reading

D1. An Ordinance to Approve the Sale of Two Parcels of City-Owned Land Located on Spyglass Court. Ordinance 23-1

D2. An Ordinance Pertaining to Camera Speed Monitoring and Enforcement in Highway Work Zones and School Crossing Zones. Ordinance 23-4

CONSENT AGENDA

1. Approval of Minutes of the November 15, 2022, Called Meeting of the City Council
2. Approval of Minutes of the November 22, 2022, City Council Meeting.
3. Approval of Minutes of the December 6, 2022, Called Meeting of the City Council.
4. Approval of Minutes of the December 13, 2022, City Council Meeting.
5. Approval of Minutes of the Called Meeting (Financial Workshop) of December 20, 2022.
6. Approval of Minutes of the Called Meeting of December 20, 2022.
7. Consideration of Street Closures for 2023 Quaker Steak and Lube Bike Nights on April 13th, May 4th, June 1st, July 6th, August 17th, September 21st, and October 5th.

8. Consideration of Lane Closure Request for the Inaugural Ken-Ya Run It? 5k and 1 Mile Fun Walk on April 15, 2023
9. Consideration of Street Closure Request for Rebel Rock Street Show on April 29, 2023

E. Matters to be Presented by Members of the Public- Non-Agenda Items.

F. Adjournment

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Manager

Staff Contact: Randall Eads, City Manager

AGENDA ITEM WORDING:

Presentation from Emory & Henry College.

ITEM BACKGROUND:

Emory & Henry President John Wells and Director of Government Relations, Allison Mays, will present on Emory and Henry's economic impact on the region and its efforts around economic development and workforce development.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date:	February 14, 2023	Department:	Economic Development
Staff Contact:	Mack Chapman, Economic Development Specialist		

AGENDA ITEM WORDING:
Approval of Virginia Brownfields Assistance Fund Grant Project for 172 Piedmont Avenue.

ITEM BACKGROUND:
The Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF) was established pursuant to Section 10.1-1237 of the Code of Virginia to provide either grants or loans to local governments to promote the restoration and redevelopment of brownfield sites and to address environmental problems or obstacles to reuse so that these sites can be effectively marketed to new economic development prospects. This request is to support a VBAF grant application to assist with abatement of 172 Piedmont Avenue.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Brownfield Fund

§ 10.1-1237. Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund established; uses

A. There is hereby created and set apart a special, permanent, perpetual and nonreverting fund to be known as the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund for the purposes of promoting the restoration and redevelopment of brownfield sites and to address environmental problems or obstacles to reuse so that these sites can be effectively marketed to new economic development prospects. The Fund shall consist of sums appropriated to the Fund by the General Assembly, all receipts by the Fund from loans made by it, all income from the investment of moneys held in the Fund, and any other sums designated for deposit to the Fund from any source, public or private, including any federal grants, awards or other forms of financial assistance received by the Commonwealth.

B. 1. The Authority shall administer and manage the Fund and establish the interest rates and repayment terms of such loans in accordance with a memorandum of agreement with the Partnership. The Partnership shall direct the distribution of loans or grants from the Fund to particular recipients based upon guidelines developed for this purpose. With approval from the Partnership, the Authority may disburse moneys from the Fund for the payment of reasonable and necessary costs and expenses incurred in the administration and management of the Fund. The Authority may establish and collect a reasonable fee on outstanding loans for its management services.

2. The Partnership shall, working in consultation with the Department, include provisions in its guidelines that authorize grants from the Fund of up to $500,000 for site remediation. The guidelines shall include a requirement that sites with potential for redevelopment and economic benefits to the surrounding community be considered for such grants.

C. All money belonging to the Fund shall be deposited in an account or accounts in banks or trust companies organized under the laws of the Commonwealth or in national banking associations located in Virginia or in savings institutions located in Virginia organized under the laws of the Commonwealth or the United States. The money in these accounts shall be paid by check and signed by the Executive Director of the Authority or other officers or employees designated by the Board of Directors of the Authority. All deposits of money shall, if required by the Authority, be secured in a manner determined by the Authority to be prudent, and all banks, trust companies and savings institutions are authorized to give security for the deposits. Money in the Fund shall not be commingled with other money of the Authority. Money in the Fund not needed for immediate use or disbursement may be invested or reinvested by the Authority in obligations or securities that are considered lawful investments for public funds under the laws of the Commonwealth. Expenditures and disbursements from the Fund shall be made by the Authority upon written request signed by the Chief Executive Officer of the Virginia Economic Development Partnership.

D. The Authority is empowered to collect, or to authorize others to collect on its behalf, amounts due to the Fund under any loan including, if appropriate, taking the action required by § 15.2-

2659 to obtain payment of any amounts in default. Proceedings to recover amounts due to the Fund may be instituted by the Authority in the name of the Fund in the appropriate circuit court.

E. The Partnership may approve grants to local governments for the purposes of promoting the restoration and redevelopment of brownfield sites and to address real environmental problems or obstacles to reuse so that these sites can be effectively marketed to new economic development prospects. The grants may be used to pay the reasonable and necessary costs associated with the restoration and redevelopment of a brownfield site for (i) environmental and cultural resource site assessments, (ii) remediation of a contaminated property to remove hazardous substances, hazardous wastes, or solid wastes, (iii) the necessary removal of human remains, the appropriate treatment of grave sites, and the appropriate and necessary treatment of significant archaeological resources, or the stabilization or restoration of structures listed on or eligible for the Virginia Historic Landmarks Register, (iv) demolition and removal of existing structures, or other site work necessary to make a site or certain real property usable for new economic development, and (v) development of a remediation and reuse plan. The Partnership may establish such terms and conditions as it deems appropriate and shall evaluate each grant request in accordance with the guidelines developed for this purpose. The Authority shall disburse grants from the Fund in accordance with a written request from the Partnership.

F. The Authority may make loans to local governments, public authorities, corporations and partnerships to finance or refinance the cost of any brownfield restoration or remediation project for the purposes of promoting the restoration and redevelopment of brownfield sites and to address real environmental problems or obstacles to reuse so that these sites can be effectively marketed to economic development prospects. The loans shall be used to pay the reasonable and necessary costs related to the restoration and redevelopment of a brownfield site for (i) environmental and cultural resource site assessments, (ii) remediation of a contaminated property to remove hazardous substances, hazardous wastes, or solid wastes, (iii) the necessary removal of human remains, the appropriate treatment of grave sites, and the appropriate and necessary treatment of significant archaeological resources, or the stabilization or restoration of structures listed on or eligible for the Virginia Historic Landmarks Register, (iv) demolition and removal of existing structures, or other site work necessary to make a site or certain real property usable for new economic development, and (v) development of a remediation and reuse plan.

The Partnership shall designate in writing the recipient of each loan, the purposes of the loan, and the amount of each such loan. No loan from the Fund shall exceed the total cost of the project to be financed or the outstanding principal amount of the indebtedness to be refinanced plus reasonable financing expenses.

G. Except as otherwise provided in this chapter, the Authority shall determine the interest rate and terms and conditions of any loan from the Fund, which may vary between local governments. Each loan shall be evidenced by appropriate bonds or notes of the local government payable to the Fund. The bonds or notes shall have been duly authorized by the local government and executed by its authorized legal representatives. The Authority is authorized to require in connection with any loan from the Fund such documents, instruments, certificates, legal opinions and other information as it may deem necessary or convenient. In addition to any other terms or conditions that the Authority may establish, the Authority may require, as a condition to making any loan from the Fund, that the local government receiving the loan covenant perform any of the following:

1. Establish and collect rents, rates, fees, taxes, and charges to produce revenue sufficient to pay

all or a specified portion of (i) the costs of the project, (ii) any outstanding indebtedness incurred for the purposes of the project, including the principal of, premium, if any, and interest on the loan from the Fund to the local government, and (iii) any amounts necessary to create and maintain any required reserve.

2. Levy and collect ad valorem taxes on all property within the jurisdiction of the local government subject to local taxation sufficient to pay the principal of and premium, if any, and interest on the loan from the Fund to the local government.

3. Create and maintain a special fund or funds for the payment of the principal of, premium, if any, and interest on the loan from the Fund to the local government and any other amounts becoming due under any agreement entered into in connection with the loan, or the project or any portions thereof or other property of the local government, and deposit into any fund or funds amounts sufficient to make any payments on the loan as they become due and payable.

4. Create and maintain other special funds as required by the Authority.

5. Perform other acts otherwise permitted by applicable law to secure payment of the principal of, premium, if any, and interest on the loan from the Fund to the local government and to provide for the remedies of the Fund in the event of any default by the local government in the payment of the loan, including, without limitation, any of the following:

a. The conveyance of, or the granting of liens on or security interests in, real and personal property, together with all rights, title and interest therein, to the Fund;

b. The procurement of insurance, guarantees, letters of credit and other forms of collateral, security, liquidity arrangements or credit supports for the loan from any source, public or private, and the payment therefor of premiums, fees, or other charges;

c. The combination of one or more projects, or the combination of one or more projects with one or more other undertakings, for the purpose of financing, and the pledging of the revenues from such combined projects and undertakings to secure the loan from the Fund to the local government made in connection with such combination or any part or parts thereof;

d. The maintenance, replacement, renewal, and repair of the project; and

e. The procurement of casualty and liability insurance.

6. Obtain a review of the accounting and the internal controls from the Auditor of Public Accounts or his legally authorized representatives. The Authority may request additional reviews at any time during the term of the loan.

7. Directly offer, pledge, and consent to the Authority to take action pursuant to § 62.1-216.1 to obtain payment of any amounts in default.

H. All local governments borrowing money from the Fund are authorized to perform any acts, take any action, adopt any proceedings and make and carry out any contracts that are contemplated by this chapter. Such contracts need not be identical among all local governments, but may be structured as determined by the Authority according to the needs of the contracting local governments and the Fund.

I. Subject to the rights, if any, of the registered owners of any of the bonds of the Authority, the Authority may consent to and approve any modification in the terms of any loan to any local

government.

J. The Partnership, through its Chief Executive Officer, shall have the authority to access and release moneys in the Fund for purposes of this section as long as the disbursement does not exceed the balance of the Fund. If the Partnership, through its Chief Executive Officer, requests a disbursement in an amount exceeding the current Fund balance, the disbursement shall require the written approval of the Governor. Disbursements from the Fund may be made for the purposes outlined in this section, including, but not limited to, personnel, administrative and equipment costs and expenses directly incurred by the Partnership or the Authority, or by any other agency or political subdivision acting at the direction of the Partnership.

The Authority is empowered at any time and from time to time to pledge, assign or transfer from the Fund to banks or trust companies designated by the Authority any or all of the assets of the Fund to be held in trust as security for the payment of the principal of, premium, if any, and interest on any or all of the bonds, as defined in § 62.1-199, issued to finance any project. The interests of the Fund in any assets so transferred shall be subordinate to the rights of the trustee under the pledge, assignment or transfer. To the extent funds are not available from other sources pledged for such purpose, any of the assets or payments of principal and interest received on the assets pledged, assigned or transferred or held in trust may be applied by the trustee thereof to the payment of the principal of, premium, if any, and interest on such bonds of the Authority secured thereby, and, if such payments are insufficient for such purpose, the trustee is empowered to sell any or all of such assets and apply the net proceeds from the sale to the payment of the principal of, premium, if any, and interest on such bonds of the Authority. Any assets of the Fund pledged, assigned or transferred in trust as set forth above and any payments of principal, interest or earnings received thereon shall remain part of the Fund but shall be subject to the pledge, assignment or transfer to secure the bonds of the Authority and shall be held by the trustee to which they are pledged, assigned or transferred until no longer required for such purpose by the terms of the pledge, assignment or transfer.

K. The Authority is empowered at any time and from time to time to sell, upon such terms and conditions as the Authority shall deem appropriate, any loan, or interest therein, made pursuant to this chapter. The net proceeds of sale remaining after the payment of the costs and expenses of the sale shall be designated for deposit to, and become part of, the Fund.

L. The Authority may, with the approval of the Partnership, pledge, assign or transfer from the Fund to banks or trust companies designated by the Authority any or all of the assets of the Fund to be held in trust as security for the payment of the principal of, premium, if any, and interest on any or all of the bonds, as defined in § 62.1-199, issued to finance any project. The interests of the Fund in any assets so transferred shall be subordinate to the rights of the trustee under the pledge, assignment or transfer. To the extent funds are not available from other sources pledged for such purpose, any of the assets or payments of principal and interest received on the assets pledged, assigned or transferred or held in trust may be applied by the trustee thereof to the payment of the principal of, premium, if any, and interest on such bonds of the Authority secured thereby, and, if such payments are insufficient for such purpose, the trustee is empowered to sell any or all of such assets and apply the net proceeds from the sale to the payment of the principal of, premium, if any, and interest on such bonds of the Authority. Any assets of the Fund pledged, assigned or transferred in trust as set forth above and any payments of principal, interest or earnings received thereon shall remain part of the Fund but shall be subject to the pledge, assignment or transfer to secure the bonds of the Authority and shall be held by the trustee to

which they are pledged, assigned or transferred until no longer required for such purpose by the terms of the pledge, assignment or transfer.

M. The Partnership, in consultation with the Department of Environmental Quality, shall develop guidance governing the use of the Fund and including criteria for project eligibility that considers the extent to which a grant or loan will facilitate the use or reuse of existing infrastructure, the extent to which a grant or loan will meet the needs of a community that has limited ability to draw on other funding sources because of the small size or low income of the community, the potential for redevelopment of the site, the economic and environmental benefits to the surrounding community, and the extent of the perceived or real environmental contamination at the site. The guidelines shall include a requirement for a one-to-one match by the recipient of any grant made by or from the Fund.

2002, c. 378;2010, c. 869;2022, c. 83.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Manager

Staff Contact: Randall Eads, City Manager

AGENDA ITEM WORDING:

A Resolution Endorsing Participation in the Virginia Juvenile Community Crime Act.

ITEM BACKGROUND:

A legislative study on the lack of alternatives to detention and substantial revisions to the juvenile code led the 1995 Virginia General Assembly to pass the Virginia Juvenile Community Crime Control Act (VJCCCA) to "establish a community-based system of progressive intensive sanctions and services that correspond to the severity of offense and treatment needs." (Code of Virginia, Section 16.1-309.2) The purpose of the VJCCCA is "to deter crime by providing immediate, effective punishment that emphasizes accountability of the juvenile offender for his actions as well as reduce the pattern of repeat offending." (Code of Virginia, Section 16.1-309.2). A resolution from the governing body of each participating locality endorsing participation in the Virginia Juvenile Community Crime Control Act is required. This resolution allows the Appalachian Juvenile Commission to adjust the local plan throughout the life of VJCCA without having to bring the revised plan before each local board.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Resolution VJCCCA.pdf

City of Bristol, Virginia

RESOLUTION

Resolution Endorsing Participation in
Virginia Juvenile Community Crime Control Act (VJCCCA)

WHEREAS, in 1995 the Virginia General Assembly passed the Virginia Juvenile Community Crime Control Act (VJCCCA) to establish a community-based system of progressive intensive sanctions and services that correspond to the severity of an offense and treatment needs; and,

WHEREAS, the Purpose of VJCCCA is to deter crime by providing immediate, effective punishment that emphasizes accountability of the juvenile offender for his or her actions, as well as to reduce the pattern of repeat offending; and,

WHEREAS, VJCCCA funding is allocated to each local governing body through a formula-based system; and,

WHEREAS, Bristol, Virginia participates in a combined program jointly administered by the Appalachian Juvenile Commission, which includes the counties of Smyth, Lee, Scott, Wise, Buchanan, Dickenson, Tazewell, and Russell as well as the city of Norton; and,

WHEREAS, Washington County, Virginia acts as the fiscal agent for the combined program.

NOW THEREFORE BE IT RESOLVED that:

1. The City of Bristol, Virginia, will participate in the Virginia Juvenile Community Crime Control act and accept funds appropriate for the purpose set for in this Act until written notice to the contrary is provided to the Department of Juvenile Justice; and,
2. The County Administrator of Washington County, Virginia, is hereby authorized to execute a local combined plan on behalf of said localities.

Adopted this 14th day of February 2023.

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By _____ By _____

William J. Lamie, City Clerk Neal Osborne, Mayor

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Manager

Staff Contact: Randall Eads, City Manager

AGENDA ITEM WORDING:
Triannual Approval of the City Emergency Operations Plan.

ITEM BACKGROUND:
The City Council must approve the City Emergency Operations Plan (EOP) every three years.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

01 - Bristol EOP - Basic Plan.pdf

Resolution_ Emergency Operations Plan.pdf

Resolution_Adoption of NIMS.pdf

CITY OF BRISTOL VIRGINIA

EMERGENCY OPERATIONS PLAN

FEBRUARY 2023

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Executive Summary

The City of Bristol Emergency Operations Plan (EOP) has been revised as required by the Commonwealth of Virginia Emergency Services and Disaster Laws of 2022, as amended, § 44-146.13 to § 44-146.29:2. A review team was developed within the fire department to gather input and information to complete the revision of this plan.

The revised plan is an accurate and appropriate reflection of how the City will address natural and man-made disasters and events as they develop. The revised plan is based on current resources available at the local level.

The plan has been re-formatted to conform to the recommendations of the Virginia Department of Emergency Management, the National Response Framework (NRF), the National Incident Management System (NIMS), and the Incident Command System (ICS).

The EOP consists of a basic plan followed by the Emergency Support Functions (ESFs), Support Annexes, and Incident Annexes.

The Basic Plan establishes the legal and organizational basis for emergency operations in the City of Bristol to effectively respond to and recover from all-hazards and emergency situations.

The Emergency Support Functions group resources and capabilities into functional areas to serve as the primary mechanisms for providing assistance at the operational level. The ESF structure results in improved effectiveness and efficiency in mitigation, preparedness, response, and recovery operations.

The Support Annexes describes the framework through which local departments and agencies, the private sector, volunteer organizations, and nongovernmental organizations coordinate and execute the common functional processes and administrative requirements necessary to ensure efficient incident management. The actions described in the Support Annexes are not limited to particular types of events but are overarching in nature and applicable to nearly every type of incident. In addition, they may support several ESFs.

The Incident Annexes address contingency or hazard situations requiring specialized application of the EOP. Incident Annexes are organized alphabetically. The overarching nature of functions described in these annexes frequently involves either the support to, or the cooperation of, all departments and agencies involved in incident management efforts. In some cases, actions detailed in the annex also incorporate various components of local agencies and other departments and agencies to ensure seamless integration of and transitions between preparedness, prevention, response, recovery, and mitigation activities.

In addition to the Executive Summary, included in the Basic Plan is a Council Resolution. The purpose of this resolution is two-fold. First, it serves as the format for formal adoption of the City of Bristol Emergency Operations Plan. Second, it charges and authorizes the Director or his/her designee with the responsibility of maintaining this plan over the next four (4) years, when it will once again come before this Council for formal adoption.

I. Introduction

The City of Bristol is vulnerable to a variety of hazards such as flash flooding, winter storms and ice, severe thunderstorms, high winds and resource shortages. To respond effectively to any emergency of a size or complexity beyond routine response systems it is critical that all of the City of Bristol public officials, departments and agencies, non-governmental emergency organizations and the public understand their roles and responsibilities. These non-routine responsibilities begin as the incident is recognized and response ensues, and become particularly important as command organizes beyond the initial reactive phase of first responders.

A planned-for and coordinated response on the part of state and local officials in support of in-the-field emergency responders can save lives, protect property, and more quickly restore essential services. The foundation for this coordinated response is established through the City of Bristol Emergency Operations Plan (EOP). The *"Commonwealth of Virginia Emergency Services and Disaster Laws of 2022," as amended (Code of Virginia, § 44-146.13 to 44-146.29:2*) requires that state and local governments develop and maintain current Emergency Operations Plans (EOP) in order to be prepared for such events.

The City of Bristol Emergency Operations Plan (EOP) consists of a basic plan followed by the Emergency Support Functions, Support Annexes, and finally Incident Annexes.

Plan Preface

The following items are included in the City of Bristol EOP:

- Table of contents
- Promulgation statement
- Executive Summary
- Record of changes
- Distribution list
- Basic Plan
- Emergency Support Functions
- Support Annexes
- Incident Annexes

Purpose and Scope

The purpose of the Basic Plan is to establish the legal and organizational basis for operations in the City of Bristol to effectively respond to and recover from all-hazards disasters and/or emergency situations. It assigns broad responsibilities to local government agencies and support organizations for disaster prevention, preparedness, response, and recovery operations. These responsibilities are generally extensions of normal, day-to-day functions involving the same personnel and material resources.

The EOP employs a multi-agency operational structure based upon the principles of the National Incident Management System (NIMS) / Incident Command System (ICS) to manage, coordinate and direct resources committed to an incident. The City of Bristol is a practitioner of NIMS and is committed to insuring that required trainings are provided to all persons with direct responsibility for implementing the plan and critical functions within the plan. Supporting plans for all-hazards disasters set forth the concepts and procedures whereby Bristol can effectively apply available resources to insure that casualties and property damage will be minimized and those essential services will be restored as soon as possible following an emergency or disaster situation.

The Emergency Operations Plan (EOP) identifies a range of disasters that could possibly occur in or near this locality. The EOP works to anticipate the needs that the jurisdiction might experience during an incident and provides guidance across city departments, agencies, and response organizations by describing an overall emergency response system:

- How city departments/agencies will be organized during response to an event, including command authorities;
- Critical actions and interfaces during response and recovery;
- How the interaction between the jurisdiction and regional, state, and federal authorities is managed;
- How the interaction between the jurisdiction and its private partner organizations (hospitals, non-governmental emergency organizations and others) is managed during emergencies; and
- How to handle and manage needs with the resources available.

The EOP is applicable to all local agencies that may be requested to provide support. The plan has taken into consideration the local comprehensive plans adopted by the City of Bristol.

II. Planning Situation and Assumptions

Situation

The plan recognizes that City of Bristol is an independent city located along Interstate 81 and abutting the far southwestern reach of Washington County on one side and the City of Bristol, Tennessee on the other. Bristol has a population of approximately 17,034 based on the 2020 U.S. Census. The following demographics are included in the population estimate:

CITY OF BRISTOL DEMOGRAPHIC DATA	
Demographic	***Percentages/Numbers***
Number of Households	7,347
Persons per Household	2.28
Median Household Income, 1999	$39.679
Persons under 5 years old	5.3%
Persons under 18 years old	19.9%
Person 65 years old and over	22.1%
Female Persons	52.6%
Persons with a disability, under age 65	15.0%
Persons in poverty	17.7%
Persons of Caucasian Race	87.6%
Persons of African-American Race	7.11%
Persons of Hispanic or Latino Race	3.89%
Persons of Other Race	0.768%
Households with Pets	Unavailable

Table No. 1 – Demographic Data

The City of Bristol encompasses approximately 13.3 square miles of land area. The city is traversed north-south by Interstates 81 and 381, U.S. Routes 11, 19, 421, and east-west by U.S. Rt. 58. Parts of the city border the City of Bristol, Tennessee at the city's southern border. Bristol also has the Norfolk Southern railroad passing north-south through the city with one active spur. Bristol includes Sugar Hollow Park and Campground in the north-eastern and various other smaller parks and/or playgrounds throughout the city.

The plan considers the increasing risks related to man-made hazards, identified through hazardous materials reporting required by the Superfund Amendments and Reauthorization Act of 1986 (SARA). The plan further takes into account, through a review of the *Pre-Hazard Mitigation Plan for Mount Rogers Region, Virginia*, the risk levels related to identified hazards and the past and on-going mitigations to address those risks. The chief natural hazards occurring in the City of Bristol include flooding, severe snow and ice storms, and high winds. Two dams are listed in the Virginia Department of Conservation and Recreation Dam Safety Database that may affect the City of Bristol. They are Clear Creek Dam and Beaver Creek Dam, both located in the City of Bristol. Additional information on regulated dams can be found in the *Dam Safety Incident Annex* located within the Emergency Operations Plan. Bristol also has undefined hazard risks from karst terrain and landslides. The table below indicates the probability of the incidents identified above. Both natural and man-made hazards identified below pose a potential for loss of life, property, agriculture, and infrastructure. These chief hazards are addressed in the Hazard Incident Annexes of the EOP.

Hazard Type	Hazards Identified	Individual Localities																			
		Bland County	Carroll County	Grayson County	Smyth County	Wash. County	Wythe County	City Bristol	City Galax	Abingdon	Chilhowie	Damascus	Fries	Glade Spring	Hillsville	Independence	Marion	Rural Retreat	Saltville	Troutdale	Wytheville
Avalanche																					
Coastal Erosion																					
Coastal Storm																					
Dam Safety	X	X	X	X	X	X	X	L	na	na	na	na	na	na	na	na	na	na	na	na	na
Drought	X	M	M	M	M	M	M	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Earthquake	X	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
Expansive Soils																					
Extreme Heat																					
Flood	X	H	L	H	H	H	H	H	H	H	H	H	H	H	L	L	H	L	H	L	M
Hailstorm																					
Hazardous Material Spills	X	L	L	L	L	L	L	H	L	L	L	L	L	L	L	L	L	L	L	L	L
Hurricane (see Tornadoes)																					
Karst and Sinkholes	X	X	na	na	X	X	X	na	na	na	na	na	na	na	na	na	na	na	na	na	na
Landslide	X	L	H	H	H	H	L	na	na	na	na	na	na	na	na	na	na	na	na	na	na
Severe Winter Storm/Ice	X	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H	H
Tornadoes/Hurricanes	X	L	L	L	M	M	L	L	L	M	M	L	L	M	L	L	L	L	L	L	L
Tsunami																					
Volcano																					
Wildfire	X	M	H	M	H	H	H	na	M	na	na	na	na	na	na	na	na	na	na	na	na
Windstorm	X	M	H	M	M	M	M	M	H	M	M	M	M	M	H	M	M	M	M	M	M
Thunderstorms/Lightning	X	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L

Table No. 2 – Hazard Probability 2018

Notes:

The term "na" means the hazard data is not available.

The H, M, and L symbols refer to the relative likelihood and/or relative severity of given hazards, comparing one locality to another. H = highest likelihood, M = moderate likelihood, and L = low likelihood. X indicates the hazard was identified, but further hazard assessment data was lacking.

Hazard indices and vulnerability assessments for moderate and significant risk events were developed for the City of Bristol. The hazard indices evaluated the extent to which the buildings were at risk from a particular hazard. The vulnerability assessments estimated the potential impacts if a particular area was affected by a specific hazard. These assessments are described in the 2018 Mount Rogers Regional Hazard Mitigation Plan.

Capability Assessments indicate the strength and knowledge of the personnel in emergency procedures, the importance of the installed and tested emergency alert system throughout the City, and reinforce the need to continue efforts to integrate response with local and state response plans. The Local Capability Assessment for Readiness (LCAR) is a process used to determine community capabilities and limits in order to prepare for and respond to the defined hazards. The LCAR is updated annually, as required by the *"Commonwealth of Virginia Emergency Services and Disaster Laws of 2000", as amended*. A copy of the full report may be obtained by contacting the City's Emergency Manager or Coordinator.

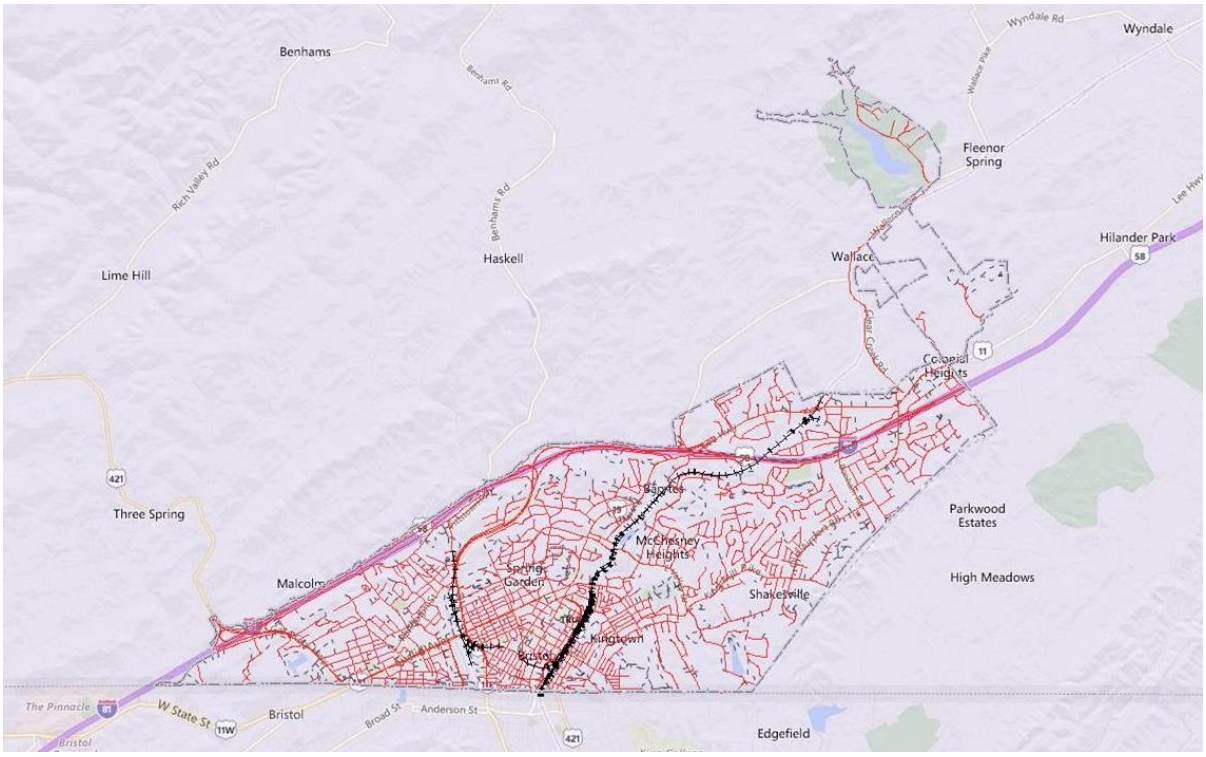
Assumptions

The City of Bristol's Emergency Operations Plan is based on an all-hazards principle that most emergency response functions are similar regardless of the hazard.

- The emergency manager will mobilize resources and personnel as required by the situation to save lives, protect property, restore critical infrastructure, insure continuity of government, and facilitate recovery of individuals, families, businesses, and the environment.
- Incidents are managed at the local level.
- The City of Bristol will have mutual aid agreements with neighboring jurisdictions.
- The City of Bristol uses the National Incident Management System (NIMS) and the Incident Command Structure (ICS).
- Special facilities (schools, nursing homes, adult day care and child care facilities) are required to develop and exercise emergency plans. The Emergency Manager may request the facility to furnish a copy of the emergency plan for review as applicable by the *Code of Virginia* § 44-146.18.
- Regulated facilities, Superfund Amendments and Re-authorization Act sites posing a specific hazard will develop, coordinate, and furnish emergency plans and procedures to local, city and state departments and agencies as applicable and required by codes, laws, regulations or requirements.

Tab 1 to Planning Situation and Assumptions

MAP OF THE CITY OF BRISTOL VIRGINIA



City of Bristol Virginia; GIS 2015

III. Roles and Responsibilities

The Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, provide that emergency services organizations and operations are structured around existing constitutional government. Section 44-146.19 of this *Code* establishes the powers and duties of political subdivisions.

The City of Bristol's Emergency Management program involves local government officials, local government agencies, private sector and non-profit organizations. Their roles are summarized in the following discussions.

Elected Officials

Members of the Bristol City Council are responsible for:

- Protecting the lives and property of citizens;
- Understanding and implementing laws and regulations that support emergency management and response;
- Establishing the local emergency management program;
- Appointing the local emergency manager; and
- Adopting and promulgating the Emergency Operations Plan (EOP).

Local Chief Executive Officer/Director of Emergency Management (City Manager)

The Director of Emergency Management shall be the City Manager. The City Manager, serving as the jurisdiction's chief executive, is responsible for the public safety and welfare of the people of the City of Bristol. The City Manager is responsible for:

- Establishing a curfew;
- Determining the need to evacuate endangered areas;
- Directing evacuations;
- In coordination with the District Health Director, ordering a quarantine;
- Providing leadership;
- Communicating information to the public; and
- Implementing the EOP if warranted.

Coordinator of Emergency Management

The Coordinator of Emergency Management shall be the Fire Chief and is appointed by the local governing body. The Coordinator has the day-to-day responsibility for overseeing emergency management programs and activities, including:

- Implementing the EOP if warranted in the absence of the Director.
- Exercising direction and control from the EOC during disaster operations; and
- Assessing the availability and readiness of local resources most likely required during an incident;
- Developing mutual aid agreements to support the response to an incident;
- Coordinating damage assessments during an incident;
- Advising and informing local officials about emergency management activities during an incident;
- Developing and executing public awareness and education programs;
- Conducting exercises to evaluate plans and systems and obtain lessons learned;
- Involving the private sector and nongovernmental organizations in planning, training, and exercises;

- Maintaining the local EOC in a constant state of readiness;
- Developing and maintaining the Emergency Operations Plan (EOP), ensuring the plan takes into account the needs of the jurisdiction, including persons, property, structures, individuals with special needs, and household pets;
- Assuming certain duties in the absence of the director of emergency management; and
- Overall responsibility for maintaining and updating the plan; ensuring that the EOP is reviewed, revised and adopted every four years.

Deputy Coordinator of Emergency Management

The Deputy Coordinator of Emergency Management shall be appointed by the Coordinator of Emergency Management. The Deputy Coordinator assists the Coordinator in the day-to-day responsibility for overseeing emergency management programs and activities, including:

- Implementing the EOP if warranted in the absence of the Director. The Deputy Coordinator has this authority in the absence of both the Director and Coordinator.
- Assessing the availability and readiness of local resources most likely required during an incident;
- Developing mutual aid agreements to support the response to an incident;
- Coordinating damage assessments during an incident;
- Advising and informing local officials about emergency management activities during an incident;
- Developing and executing public awareness and education programs;
- Conducting exercises to evaluate plans and systems and obtain lessons learned;
- Maintaining the local EOC in a constant state of readiness;
- Developing and maintaining the Emergency Operations Plan (EOP), ensuring the plan takes into account the needs of the jurisdiction, including persons, property, structures, individuals with special needs, and household pets;
- Ensuring that the EOP is reviewed, revised and adopted every four years.

Local Government Agencies

Local department and agency heads collaborate with the emergency manager during development of the EOP and provide key response resources. Participation in the planning process ensures that specific capabilities (e.g., firefighting, law enforcement, emergency medical services, public works, and public health) are integrated into the EOP. These department and agency heads develop, plan, and train to internal policies and procedures to meet response and recovery needs safely. They also participate in interagency training and exercises to develop and maintain their capabilities. Local departments and agencies participate in the Emergency Support Function (ESF) structure as coordinators, primary response agencies, and/or support agencies as required to support incident management activities, such as:

- Develop and maintain detailed plans and standard operating procedures (SOPs);
- Identify sources of emergency supplies, equipment and transportation;
- Negotiate and maintain mutual aid agreements which are identified in the plan;
- Maintain records of disaster related expenditures and appropriate documentation;
- Protect and preserve records essential for the continuity of government; and
- Establish and maintain list of succession of key emergency personnel.

Emergency Support Functions (ESFs)

An ESF is a grouping of government and certain private-sector capabilities into an organizational structure to provide support, resources, program implementation, and emergency services that are most likely to be needed during incidents. Operating agencies and local departments participate in the Emergency Support Functions (ESF) structure as coordinators, primary response agencies, and/or support agencies and/or as required to support incident management activities. The City of Bristol identifies the primary agencies on the basis of authorities, resources, and capabilities. Support agencies are assigned based on the resources and capabilities in a given functional area (See Appendix 1 – Matrix of Responsibilities). Additional discussion on roles and responsibilities of ESF coordinators, primary agencies, and support agencies can be found in the introduction to the ESF Annexes. Note that not all incidents result in the activation of the ESFs. It is possible an incident may be addressed without activating the ESFs. The ESFs are responsible for:

- Developing and maintaining detailed plans and Standard Operating Procedures (SOPs) to support their functional requirements;
- Identifying sources of emergency supplies, equipment and transportation;
- Maintaining accurate records of disaster-related expenditure and documentation;
- Protecting and preserving records essential for continuity of government; and
- Establishing a line of successions for key emergency personnel.

Nongovernmental and Volunteer Organizations

Nongovernmental organizations collaborate with first responders, governments at all levels, and other agencies and organizations providing relief services to sustain life, reduce physical and emotional distress, and promote recovery of disaster victims when assistance is not available from other sources. For example, a local American Red Cross chapter provides relief at the local level and also provides staffing of ESF #6 – Mass Care. The Virginia Voluntary Organizations Active in Disaster (VVOAD) is a group of recognized local, state, and national organizations that provide disaster relief. VVOAD provides significant capabilities to incident management and response efforts.

Local Disaster Recovery Task Forces also provide for individuals, families, and businesses who have applied for available state and federal assistance but who may still have unmet needs.

Private Sector

Private sector organizations play a key role before, during, and after an incident. They must provide for the welfare and protection of their employees in the workplace. The Emergency Manager must work with businesses that provide water, power, communications, transportation, medical care, security, and numerous other services upon which both response and recovery are dependent. Primary and support agencies coordinate with the private sector to effectively share information, form courses of action, and incorporate available resources to prevent, prepare for, respond to, and recover from disasters.

The roles, responsibilities and participation of the private sector during disaster vary based on the nature of the organization and the type and impact of the disaster. The four distinct roles of the private sector organizations are summarized below.

Type of Organization	*Role*
Impacted Organization or Infrastructure	Private sector organizations may be affected by direct or indirect consequences of the incident, including privately owned critical infrastructure, key resources, and those main private sector organizations that are significant to local economic recovery. Examples of privately owned infrastructure include transportation, telecommunications, private utilities, financial institutions, and hospitals.
Response Resource	Private sector organizations provide response resources (donated or compensated) during an incident—including specialized teams, equipment, and advanced technologies—through local public-private emergency plans, mutual aid agreements, or incident specific requests from local government and private sector volunteered initiatives.
Regulated and/or Responsible Party	Owners/operators of certain regulated facilities or hazardous operations may bear responsibilities under the law for preparing for and preventing incidents from occurring, and responding to an incident once it occurs.
Local Emergency Organization Member	Private sector organizations may serve as an active partner in local emergency preparedness and response organizations and activities, such as membership on the Local Emergency Planning Committee.

Table No. 3 – Private Sector Roles

Private sector organizations support emergency management by sharing information with the local government, identifying risks, performing vulnerability assessments, developing emergency response and business continuity plans, enhancing their overall readiness, implementing appropriate prevention and protection programs, and donating or otherwise providing goods and services through contractual arrangement or government purchases to assist in response and recovery activities. Private sector organizations are encouraged to develop and maintain capabilities to respond and to manage a complete spectrum of incidents and emergencies. The City of Bristol maintains ongoing interaction with the critical infrastructure and key resources and industries to provide coordination of prevention, preparedness, response and recovery activities. Private sector representatives should be included in planning and exercises.

Citizen involvement

Strong partnerships with citizen groups and organizations provide support for incident management prevention, preparedness, response, recovery, and mitigation. The Citizen Corps brings these groups together and focuses efforts of individuals through education, training, and volunteer services to help make communities safer, stronger, and better prepared to address all-hazards incidents. The Citizen Corps works through a national network of state and local Citizen Corp Councils, which bring together leaders from law enforcement, fire, emergency medical, and other emergency management volunteer organizations, local elected officials, the private sector, and other community stakeholders.

The Citizen Corps Council implements the Community Emergency Response Teams (CERT), Medical Reserve Corps (MRC), Neighborhood Watch, and the affiliate programs and provides opportunities for special skills and interests. The Bristol Virginia Police Department also organizes a Neighborhood

Watch program. These programs develop targeted outreach for special needs groups and organize special projects and community events.

The Mount Rogers Health District (MRHD) has over 730 Southwest Virginia Medical Reserve Corps volunteers available to assist with emergency preparedness, response and recovery activities. The MRHD serves the counties of Bland, Carroll, Grayson, Smyth, Washington and Wythe and the cities of Bristol and Galax. MRC members include health care professionals and community members. MRC volunteers are activated by the Medical Director of the Mount Rogers Health District. MRC volunteers receive annual training and participate in local and regional exercises. The Far Southwest Hospital Preparedness Alliance Incident Command Strike Team is also very active in the City's Local Emergency Planning Committee and provides a mobile morgue to the area.

Individuals and Households

Although not formally a part of emergency management operations, individuals and households play an important role in the overall emergency management strategy. Community members can contribute by:

- Reducing hazards in and around their homes, such as raising utilities above flood level;
- Preparing an emergency supply kit and household emergency plan, including supplies for household pets and service animals;
- Monitoring emergency communications carefully to reduce their risk of injury, keep emergency routes open, and reduce demands on landline and cellular communication;
- Volunteering with an established organization to become part of the emergency management system and ensure that their efforts are directed where they are needed most; and
- Enrolling in emergency response training courses to enable them to take initial response actions required to take care of themselves and their households.

Information is relayed to the public during an emergency through use of local media via press releases and news conferences, emergency messages and via a reverse 911 system located in the Police Department's E-911 Center, Code Red and the Bristol Virginia Emergency Management Facebook page. Education and training is coordinated periodically and at different locations by the Fire Department in classes, meetings, etc. Multiple preparedness websites are available to the general public, including http://www.vaemergency.gov/ and https://www.fema.gov/.

IV. Concept of Operations

General

This section describes the local coordinating structures, processes, and protocols employed to manage incidents. These coordinating structures and processes are designed to enable execution of the responsibilities of local government through the appropriate departments and agencies, and to integrate State, Federal, non-governmental organizations and private sector efforts into a comprehensive approach to incident management.

1. The Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, provides that emergency services organizations and operations will be structured around existing constitutional government. The City of Bristol's organization for emergency operations consists of existing government departments, non-governmental, and private sector emergency response organizations.

2. The Director of Emergency Management is the City Manager. The day-to-day activities of the emergency preparedness program have been delegated to the Coordinator of Emergency Management. The Coordinator of Emergency Management is the Fire Chief. The Director, in conjunction with the Coordinator, will direct and control emergency operations in time of emergency and issue directives to other services and organizations concerning disaster preparedness. The Fire Department, in conjunction with the City Manager, will be responsible for emergency public information.

3. The Coordinator of Emergency Management, assisted by the Deputy Coordinator of Emergency Management and designated City staff will develop and maintain a primary Emergency Operations Center (EOC) from which to direct operations in time of emergency. The primary EOC is located in the Bristol Virginia Police Department.

4. The day-to-day activities of the emergency management program, for which the Coordinator of Emergency Management is responsible, include developing and maintaining an Emergency Operations Plan, maintaining the City EOC in a constant state of readiness, and other responsibilities as outlined in local and state regulation.

5. The Director of Emergency Management or, in his/her absence, the Coordinator of Emergency Management will determine the need to evacuate large areas and will issue orders for evacuation or other protective action as needed. Local law enforcement will implement evacuation and provide security for the evacuated area. In the event of a hazardous materials incident, the Fire Chief or his representative on the scene should implement immediate protective action to include evacuation as appropriate. Evacuation orders will be issued over local media outlets, social media outlets and Code Red to reach the maximum number of individuals.

6. Succession to the Director of Emergency Management will be the Coordinator of Emergency Manager, and the Deputy Coordinator of Emergency Management, respectively.

7. The heads of operating agencies will maintain plans and procedures in order to be prepared to effectively accomplish their assigned responsibilities.

8. The Coordinator of Emergency Management will assure compatibility between the locality's Emergency Operations Plan and the plans and procedures of key facilities and private organizations within the county as appropriate.

In the event an incident exceeds local emergency response capabilities, outside assistance is available, either through mutual support agreements with nearby jurisdictions and volunteer emergency organizations or, through the Virginia Emergency Operations Center (VEOC). A local emergency must be declared and local resources must be fully committed before state and federal assistance is requested.

Concurrent Implementation of Other Plans

The Local Emergency Operations Plan (EOP) is the core plan for managing incidents and details the local coordinating structures and processes used during incidents. Other supplemental agency and interagency plans provide details on the authorities, response protocols, and technical guidance for responding to and managing specific contingency situations (such as hazardous materials spills, wild land fires, etc.). In many cases these local agencies manage incidents under these plans using their authorities. These supplemental agency or interagency plans may be implemented concurrently with the EOP, but are subordinated to the overarching core coordinating structures, processes, and protocols detailed in the EOP.

Organizational Structure

In accordance with the National Incident Management System (NIMS) process, resource and policy issues are addressed at the lowest possible organizational level. If issues cannot be resolved at that level, they are forwarded up to the next level. Reflecting the NIMS construct and in alignment with the National Response Framework (NRF), the EOP includes the following command and coordination structures:

- Incident Command Posts, on-scene using the Incident Command System;
- Area Command (if needed);
- Emergency Operations Centers;
- Emergency Support Functions;
- Joint Field Office (JFO), which is responsible for coordinating Federal assistance supporting incident management activities locally;
- Local Emergency Management;
- Director of Emergency Management;
- Coordinator of Emergency Management;
- Deputy Coordinator of Emergency Management; and
- Incident Commander

Organizational charts for the City of Bristol Incident Command Structure, Emergency Management Structure, Emergency Operations Center Structure, and Joint Field Office Structure are located on pages 17 – 20 of this EOP.

Emergency Operations Center (EOC)

When the local Emergency Operations Center (EOC) is activated, the Emergency Coordinator or Deputy Coordinator will coordinate with the incident commander to ensure a consistent response:

- EOC follows the Incident Command System (ICS) structure and
- The Emergency Support Functions (ESFs) are aligned with ICS staff.

The Incident Command System ensures:

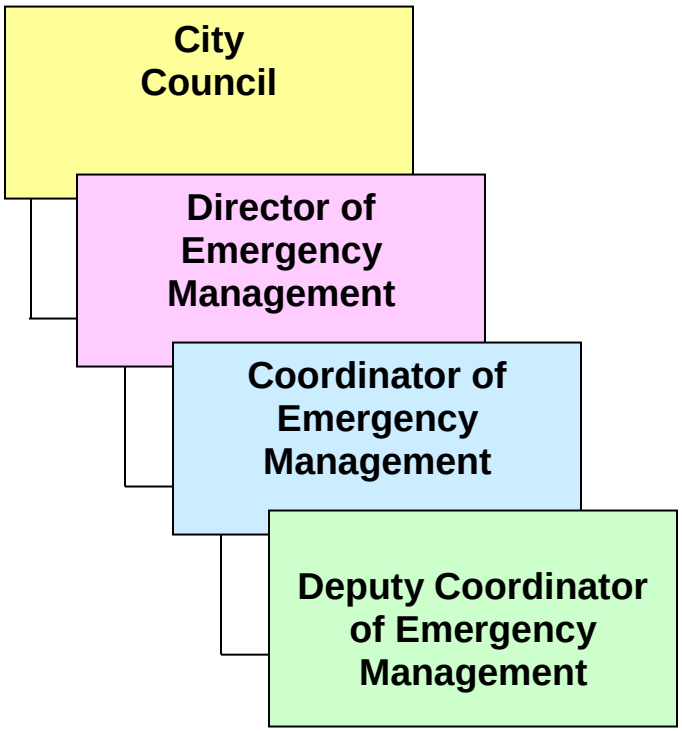
- Manageable span of control (3 to 7 staff; optimum is 5);
- Personnel accountability (each person reports to only one person in the chain of command); and
- Functional positions staffed only when needed (responsibilities for any positions that are not staffed remain with the next higher filled position

Joint Field Office (JFO)

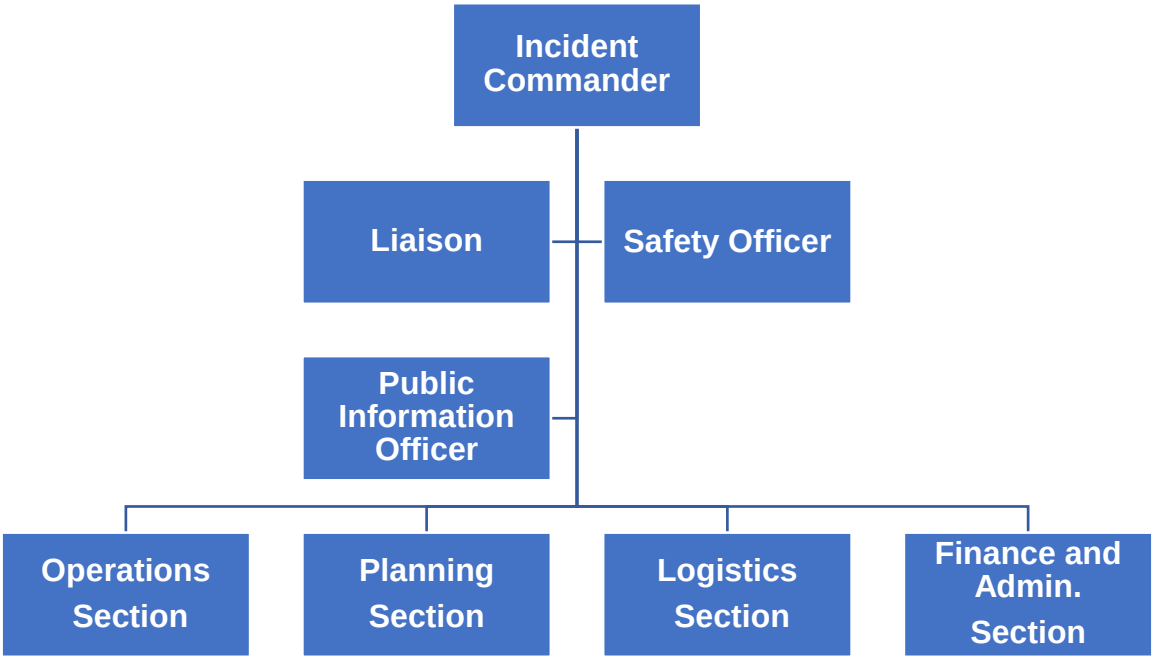
The Joint Field Office (JFO) is responsible for coordinating Federal assistance supporting incident management activities locally. Activities at the JFO primarily focus on recovery operations; however, a JFO may be operating simultaneously with a local EOC during response operations.

The diagram on Page 20 represents the JFO Organizational Structure. Additional details on the programs and services coordinated from the JFO are available in Emergency Support Function #14 Annex.

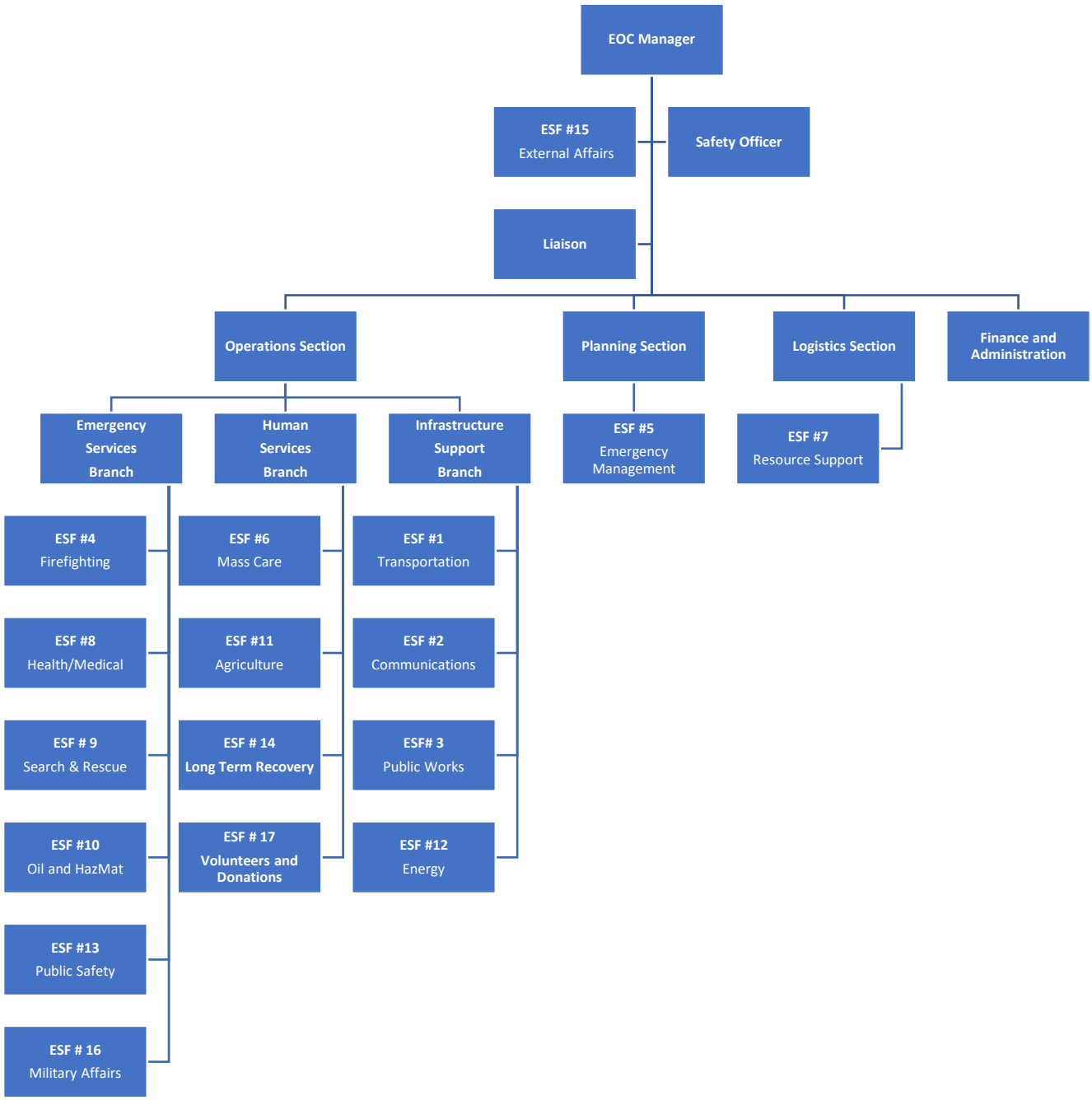
THE CITY OF BRISTOL EMERGENCY MANAGEMENT ORGANIZATIONAL STRUCTURE



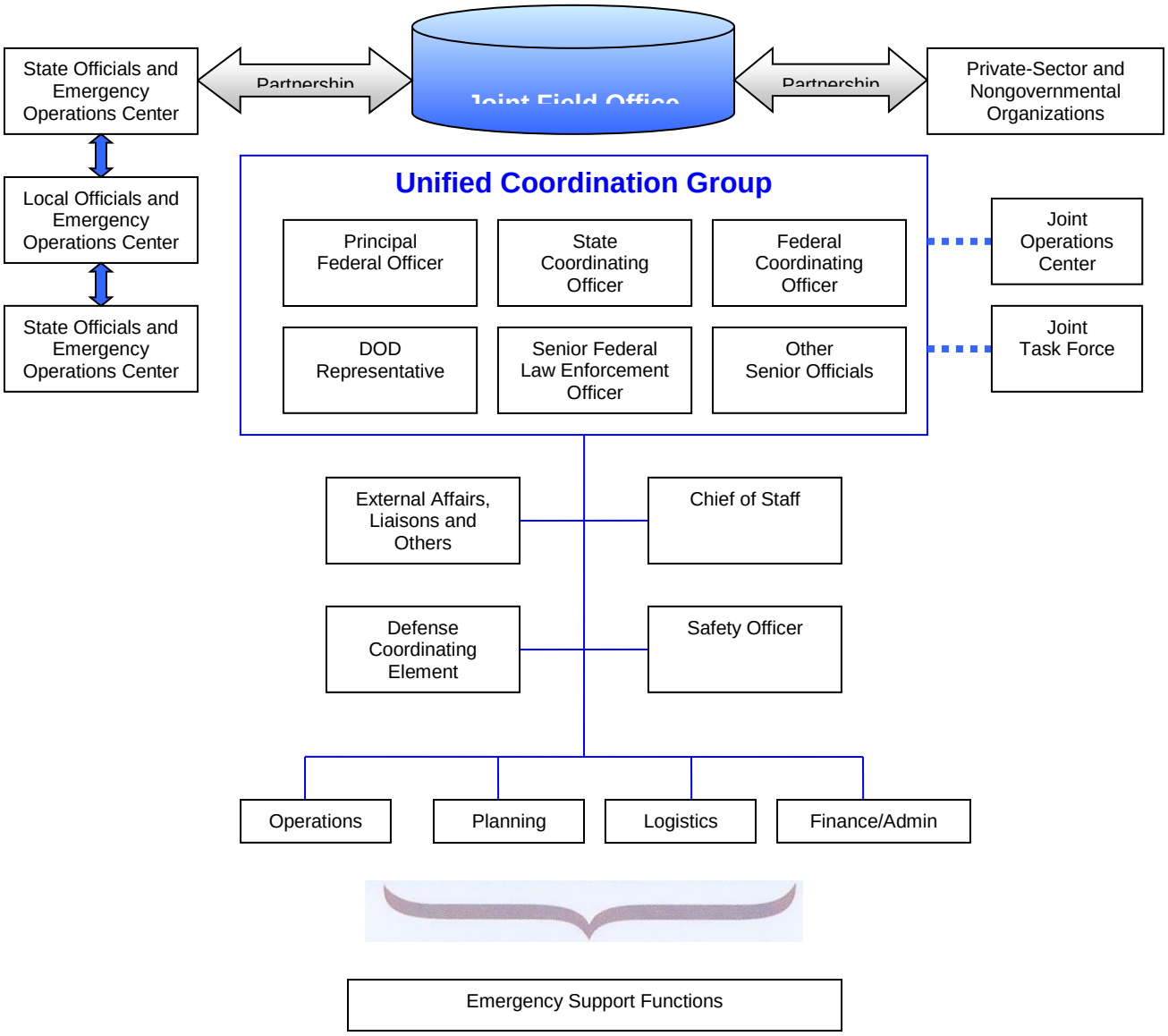
THE CITY OF BRISTOL INCIDENT COMMAND SYSTEM STRUCTURE


Incident Commander
Liaison
Safety Officer
Public Information Officer
Operations Section
Planning Section
Logistics Section
Finance and Admin. Section

THE CITY OF BRISTOL EMERGENCY OPERATIONS CENTER STRUCTURE



JOINT FIELD OFFICE ORGANIZATIONAL CHART



Sequence of Action

This section describes incident management actions ranging from initial threat notification, to early coordination efforts to assess and disrupt the threat, to preparatory activation of the ESF structure, to deployment of resources in support of incident response and recovery operations. These actions do not necessarily occur in sequential order; many may be undertaken concurrently in response to single or multiple threats or incidents.

Non-emergency/Normal Operations

These are actions that are implemented during non-emergency or disaster periods that will prepare The City of Bristol for potential emergency response if necessary:

- Public information and educational materials will be provided to the public via municipal newsletters, brochures, publications in telephone directories, municipal web-sites and other media;
- Develop, review and exercise emergency operations plans and standard operating procedures;
- Assure the viability and accuracy of emergency contact lists, resource lists and emergency contracts; and
- Conduct response and incident management training.

Pre-Incident Actions

These are actions that are implemented if the Emergency Manager receives notice of a potential emergency from the federal Homeland Security Advisory System, National Weather Service watches and warnings or other reliable sources.

Some issues to consider at this point in the incident are:

- Communication alert & warning;
- Public health and safety;
- Responder health and safety;
- Property protection;
- Possible partial activation of the EOC;
- Brief the local governing body of the impending situation;
- Alert emergency response personnel and develop a staffing pattern;
- Coordinate with external agencies (i.e. Health Department, American Red Cross, etc.); and
- Determine any protective action measures that need to be implemented in preparation for the situation.

Response Actions

These actions are taken to preserve life, property, the environment, and the social, economic, and political structure of the community. Some issues to consider at this point in the incident are:

- Law enforcement;
- Protection of responder health and safety;
- Fire suppression;
- Emergency medical services;
- Evacuations;
- Dissemination of public information;
- Actions to minimize additional damage;
- Urban search and rescue;

- Public health and medical services;
- Distribution of emergency supplies;
- Debris clearance;
- Protection and restoration of critical infrastructure;
- Daily functions of the government that do not contribute directly to the emergency operation may be suspended for the duration of the emergency response;
- Efforts and resources may be redirected to accomplish an emergency task;
- Implement evacuation orders as needed;
- Open and staff emergency shelters as needed; and
- Submit Situation Reports to the Virginia Emergency Operations Center (VEOC).

Once immediate response missions and life-saving activities conclude, the emphasis shifts from response to recovery operations, and if applicable, hazard mitigation.

Recovery Actions

These actions occur after the initial response has been implemented. These actions should assist individuals and communities return to normal as much as feasible. During the recovery period, some of the issues that will need to be addressed are:

- Initial damage assessment—within 72 hours of impact, complete and submit an Initial Damage Assessment (IDA) to the VEOC utilizing available Crisis Track Software.
- Assess local infrastructure and determine viability for re-entry of residents;
- Begin immediate repairs to electric, water, and sewer lines and pumping stations;
- Assess long-term recovery needs
- Begin cleanup and restoration of public facilities, businesses, and residences;
- Re-establishment of habitats and prevention of subsequent damage to natural resources; and
- Protection of cultural or historical sites during other recovery operations.

A Joint Field Office (JFO) may open to assist those impacted by the disaster if the event is declared a Federal Disaster. The JFO is the central coordination point among Federal, State and Local agencies and voluntary organizations for delivering recovery assistance programs.

Mitigation Actions

These actions are completed to reduce or eliminate long-term risk to people and property from hazards and their side effects. During the mitigation process, these issues will need to be addressed:

- Review the Mount Rogers Mitigation Plan 2018 and update as necessary any mitigation actions that could be of assistance in preventing similar impacts for a future disaster.
- Work with the Virginia Department of Emergency Management to develop mitigation grant projects to assist in the most at risk areas.
- Identify grant programs for loss reduction measures (if available);
- Delivery of loss reduction building-science expertise;
- Coordination of Federal Flood Insurance operations and integration of mitigation with other program efforts;
- Conducting flood recovery mapping to permit expedited and accurate implementation of both recovery and mitigation programs;
- Predictive modeling to protect critical assets;
- Early documentation of losses avoided due to previous hazard mitigation measures; and
- Community education and outreach necessary to foster loss reduction.
- Implement mitigation measures in the rebuilding of infrastructure damaged in the event

Declaration of a Local Emergency

The City Council shall declare by resolution an emergency to exist whenever the **threat** or **actual occurrence** of a disaster is or threatens to be of sufficient severity and magnitude to require significant expenditure and a coordinated response in order to prevent or alleviate damage, loss, hardship or suffering. A local emergency may be declared by the Director of Emergency Management with the consent of the local governing body. If the governing body cannot convene due to the disaster or other exigent circumstances, the Director or in his absence the Coordinator shall declare the existence of an emergency, subject to the confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within 14 days of the declaration, whichever occurs first. It is the Director's responsibility to implement the EOP, or the Coordinator's in the Director's absence. The Deputy Coordinator has this authority in the absence of both the Director and Coordinator.

Activation of the Emergency Operations Center (EOC)

The Emergency Management Director, Emergency Management Coordinator or Deputy Emergency Management coordinator may activate the EOC if the following conditions exist:

- There is an imminent threat to public safety or health on a large scale;
- An extensive multiagency/jurisdiction response and coordination will be required to resolve or recover from the emergency or disaster event;
- A large regional event;
- Manmade or terrorist incidents;
- The disaster affects multiple political subdivisions within counties or cities that rely on the same resources to resolve major emergency events; and/or
- The local emergency ordinances are implemented to control the major emergency or disaster event.

Availability of staff and operational needs may allow or require positions to be combined, or positions to not be filled (responsibilities held by the next higher position).

During an emergency, the primary EOC location has the capability to become operational in a short time, by bringing in laptop and/or desktop computers, status boards, communications equipment (i.e. portable radios, additional phone/fax lines, amateur radio communicators/equipment, cell phones, etc.) and general office equipment. Should primary communications through the City's E-911 center be disrupted, calls will be re-routed through the Washington County Sheriff's E-911 Center or secondly, through the City of Bristol Tennessee's E-911 Center.

Communication, Alert and Warning will be provided to the public via the Emergency Alert System (EAS). Other systems will be used as available.

The Emergency Operations Center (EOC) is located in the training room of the Bristol Police Department, on the same floor as the E-911 Communications Center. A secondary location for the EOC will be the Southwest Virginia EMS council building located at 306 Piedmont Avenue Bristol, Virginia. Mobile options for the EOC include the mobile command unit for the Virginia Department of Emergency Management. Any needed changes in location of the EOC will be coordinated and communicated by the activating official.

Finance and Administration

The City of Bristol's Finance Department ensures the necessary management controls, budget authorities, and accounting procedures are in place to provide the necessary funding in a timely manner to conduct emergency operations, document expenditures, and maximize state and federal assistance following the disaster.

The Director of Emergency Management/City Manager must notify the Finance Director or designee that a local emergency or disaster has been declared in accordance with the provisions set forth in *Section 44-146.21 of the Virginia Emergency Services and Disaster Law of 2000, as amended*.

Concept of Operations

A. In an emergency situation as defined by the Emergency Operations Plan (EOP), the Finance Director or designee will be responsible for expediting the process of purchasing necessary capital items. Verbal approval will replace the usual written budget change request process; however, the budget change requests must be documented at a later time. The Director of Emergency Management or designee must request verbal approval of funding.

B. The Finance Director or designee would permit over-spending in particular line items (e.g. overtime, materials, and supplies) under emergency circumstances as defined in the EOP. A year-end adjustment can be made if required.

C. The Finance Department will staff the Emergency Operations Center's Finance and Administration Section during emergency operations. This section will work with the Emergency Support Functions (ESF) to facilitate needed purchases.

D. The Director of Emergency Management or designee must define disaster related expenditures for the Finance Section and the appropriate length of time these disaster-related expenditures will be incurred. All disaster related expenditures must be documented in order to be eligible for post-disaster reimbursement from the Commonwealth of Virginia or Federal government. The Finance Department will implement record keeping of all incurred expenses throughout the emergency/disaster period. This office will also assist in compilation of information for the "Report of Disaster-Related Expenditures" as required.

E. The Finance Department will work with ESF #7 - Resource Management – to track resource needs, purchases, equipment, and personnel, utilizing electronic software to the extent possible.

F. Employees must complete times sheets, to include overtime hours worked, during disaster response and recovery operations. Copies of employee time sheets must be signed by their immediate supervisor or the EOC Manager, as appropriate.

G. The City Manager may re-assign local government employees, as needed, to maintain continuity of government during disaster response and recovery operations.

H. The City of Bristol has mutual aid agreements in place with local volunteer and non-governmental agencies for use of facilities, food, equipment, etc. during disaster response and recovery operations. The City of Bristol also participates in the Statewide Mutual Aid (SMA) Agreement, which provides for requesting goods, services, personnel, and equipment through the Virginia Emergency Operations Center. Mutual Aid Agreements are referenced in ESF #7 and are also contained in the Continuity of Operations Plan (COOP).

Finance Section Actions

- Develop, maintain, and disseminate budget and management procedures to ensure the prompt and efficient disbursement and accounting of funds to conduct emergency operations, as well as support and maximize claims of financial assistance from state and federal governments;
- Provide training to familiarize staff with state and federal disaster assistance requirements and forms;
- Instruct all departments to maintain a continuous inventory of supplies on hand at all times;
- Prepare to make emergency purchases of goods and services;
- Inform departments of the procedures to be followed in documenting and reporting disaster related expenditures;
- Implement emergency budget and financial management procedures to expedite the necessary purchases of goods and services to effectively address the situation;
- Track and compile accurate cost records from data submitted by departments and ESFs;
- Prepare and submit disaster assistance applications for reimbursement;
- Assist in the preparation and submission of government insurance claims; and
- Work with the City Treasurer to ensure reimbursements are received and reconciled;

V. Plan Maintenance

Coordination

The Emergency Management Coordinator will update the Emergency Operations Plan annually. The Coordinator will coordinate with each emergency resource organization and assure the development and maintenance of an appropriate emergency response capability.

The planning team may include Coordinator of Emergency Management, Public Works, representatives from internal agencies such as Finance, Human Resources, etc. External group representatives may include Emergency Medical Services (EMS), Fire, Law Enforcement, Hospitals, Red Cross, Health Department, and others as appropriate.

The City of Bristol will conduct a comprehensive plan review and revision of its EOP every four years, followed by adoption from the City Council to ensure the plan remains current.

Such review shall also be certified in writing to the Virginia Department of Emergency Management (VDEM) Region 4 planner.

It is the responsibility of the Coordinator to assure the plan is tested and exercised on an annual basis.

VII. Exercise and Training

Trained and knowledgeable personnel are essential for the prompt and proper execution of the City of Bristol Emergency Operations Plan (EOP). The Director of Emergency Management or his/her designee will ensure all response personnel have a thorough understanding of their assigned responsibilities in a disaster or emergency situation, as well as how their role and responsibilities interface with the other response components of the City of Bristol EOP. All personnel will be provided with the necessary training to execute those responsibilities in an effective and responsible manner.

The Emergency Management Coordinator or his/her designee is responsible for the development, administration, and maintenance of a comprehensive training and exercise program customized to the needs of the City of Bristol. This program will be designed to attain an acceptable level of emergency preparedness for the City of Bristol.

Training will be based on federal and state guidance. Instructors may be selected from the City of Bristol government officials and staff, state and federal governments, private industry, the military, and volunteer groups trained in emergency management. All training and exercises conducted in the City of Bristol will be documented. Training needs will be identified and records maintained for all personnel assigned emergency response duties in a disaster.

The Emergency Management Coordinator will develop, plan, and conduct tabletop, functional and/or full scale exercises annually. These exercises will be designed to not only test the City of Bristol EOP, but to train all appropriate officials and personnel, and to improve the overall emergency response organization and capability of the City of Bristol. Quasi-public and volunteer groups and/or agencies will be encouraged to participate. Exercises will be conducted in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The City of Bristol may also participate in regional HSEEP exercises, as appropriate.

The Emergency Management Coordinator will maintain the training and exercise schedule and assure that the appropriate resources are available to complete these activities.

Following each exercise or actual event, a hot-wash and After Action Review (AAR) will take place. Strengths and areas for improvement will be identified, addressed and incorporated into an update of the EOP.

Appendix 1 – Glossary of Key Terms

Amateur Radio Emergency Services
A public service organization of licensed amateur radio operators who have voluntarily registered their qualifications and equipment to provide emergency communications for public service events as needed

American Red Cross
A humanitarian organization led by volunteers, that provides relief to victims of disasters and helps prevent, prepare for, and respond to emergencies. It does this through services that are consistent with its Congressional Charter and the Principles of the International Red Cross Movement.

Command Section
One of the five functional areas of the Incident Command System. The function of command is to direct, control, or order resources, including people and equipment, to the best possible advantage.

Command Post
That location at which primary Command functions are executed; usually collocated with the Incident Base. Also referred to as the Incident Command Post.

Comprehensive Resource Management
Maximizes the use of available resources, consolidates like resources and reduces the communications load on the Incident Command Operation.

Coordination
The process of systemically analyzing a situation, developing relevant information, and informing appropriate personnel of viable alternatives for selection of the most effective combination of available resources to meet specific objectives.

Emergency
Any occurrence, or threat, whether natural or man-made, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property or natural resources and may involve governmental action beyond that authorized or contemplated by existing law because governmental inaction for the period required to amend the law to meet the exigency would work immediate and irrevocable harm upon the citizens or the environment of the Commonwealth or clearly defined portion or portions thereof.

Decontamination
The process of making people, objects, or areas safe by absorbing, destroying, neutralizing, making harmless, or removing the Hazardous Materials/HAZMAT.

Emergency/Disaster/Incident
An event that demands a crisis response beyond the scope of any single line agency or service and that presents a threat to a community or larger area. An emergency is usually an event that can be controlled within the scope of local capabilities; a major emergency or disaster usually requires resources beyond what is available locally.

Emergency Alert System
A network of broadcast stations interconnecting facilities authorized by the Federal Communications Commission (FCC) to operate in a controlled manner to warn and inform the public of needed protective actions in the event of a disaster or emergency situation.

Emergency Operations Center
A facility from which government directs and controls its emergency operations; where information about the status of the emergency situation is officially collected, assimilated, and reported on; where coordination among response agencies takes place; and from which outside assistance is officially requested.

Emergency Operations Plan
A document which provides for a preplanned and coordinated response in the event of an emergency or disaster situation.

Emergency Management
The preparation for and the carrying out of functions (other than functions for which military forces are primarily responsible) to prevent, minimize, and repair injury and damage resulting from natural or manmade disasters. These functions include fire-fighting, police, medical and health, rescue, warning, engineering, communications, evacuation, resource management, plant protection, restoration of public utility services, and other functions related to preserving the public health, safety, and welfare.

Emergency Support Function
A functional area of response activity established to facilitate the delivery of Federal assistance required during the immediate response phase of a disaster to save lives, protect property and public health and maintain public safety.

Exercise
An activity designed to promote emergency preparedness; test or evaluate emergency operations plans, procedures, or facilities; train personnel in emergency response duties, and demonstrate operational capability. There are three specific types of exercises: tabletop, functional, and full scale.

Evacuation
Assisting people to move from the path or threat of a disaster to an area of relative safety.

Federal Disaster Assistance
Aid to disaster victims and/or state and local governments by federal agencies under provisions of the Robert T. Stafford Relief and Emergency Assistance Act (Public Law 93-288).

Geographic Information System
A computer system capable of assembling, storing, manipulating, and displaying geographically referenced information, i.e.-data identified according to their locations.

Hazardous Materials
Substances or materials which may pose unreasonable risks to health, safety, property, or the environment when used, transported, stored or disposed of, which may include materials which are solid, liquid, or gas. Hazardous materials may include toxic substances, flammable and ignitable materials, explosives, or corrosive materials, and radioactive materials.

Hazardous Materials Emergency Response Plan
The plan was developed in response to the requirements of Section 303 (a) of the Emergency Planning and Community Right-to-Know Act (Title III) of Superfund Amendments and Reauthorization Act of 1986. It is intended to be a tool for our community's use in recognizing the risks of a hazardous materials release, in evaluating our preparedness for such an event, and in planning our response and recovery actions. This plan is separate from the city's Emergency Operations Plan.

Homeland Security Exercise and Evaluation Program

The Homeland Security Exercise and Evaluation Program (HSEEP) is a capabilities and performance-based exercise program that provides a standardized methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning. The HSEEP constitutes a national standard for all exercises. The HSEEP is maintained by the Federal Emergency Management Agency's National Preparedness Directorate, Department of Homeland Security.

Incident Command System
A model for disaster response that uses common terminology, modular organization, integrated communications, unified command structure, action planning, manageable span or control, pre-designed facilities, and comprehensive resource management. In ICS there are five functional elements: Command, Operations, Logistics, Planning and Finance/Administration.

Incident Commander
The individual responsible for the management of all incident operations.

Initial Damage Assessment Report
A report that provides information regarding overall damage to public and private property, thereby providing a basis for emergency declaration and/or disaster assistance.

Integrated Communications Plan
This plan coordinates the use of available communications means and establishes frequency assignments for certain functions.

Local Emergency
The condition declared by the local governing body when, in its judgment, the threat or actual occurrence of a disaster is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent, or alleviate loss of life, property damage, or hardship. Only the Governor, upon petition of a local governing body, may declare a local emergency arising wholly or substantially out of a resource shortage when he deems the situation to be of sufficient magnitude to warrant coordinated local government action to prevent or alleviate the hardship or suffering threatened or caused thereby.

Local Emergency Planning Committee
Appointed representatives of local government, private industry, business, environmental groups, and emergency response organizations responsible for ensuring that the hazardous materials planning requirements of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) are complied with.

Mitigation
Activities that actually eliminate or reduce the chance occurrence or the effects of a disaster. Examples of mitigation measures include, but are not limited to, the development of zoning laws and land use ordinances, State building code provisions, regulations and licensing for handling and storage of hazardous materials, and the inspection and enforcement of such ordinances, codes and regulations.

Mobile Crisis Unit
A field response tram staffed and operated by mental health professionals specially trained in crisis intervention. The Mobile Crisis Unit is available to provide on-scene crisis intervention to incident victims and to follow up work with victims and formal Critical Incident Stress Debriefings for service providers after the incident has been brought under control.

Mutual Aid Agreement
A written agreement between agencies and/or jurisdictions in which they agree to assist one another, upon request, by furnishing personnel and/or equipment in an emergency situation.

National Response Framework
Is a guide to how the Nation conducts all-hazard response. It is built upon scalable, flexible and adaptable coordinating structures to align key roles and responsibilities across the nation.

National Weather Service
The federal agency which provides localized weather information to the population, and during a weather-related emergency, to state and local emergency management officials.

Preparedness
The development of plans to ensure the most effective, efficient response to a disaster or emergency. Preparedness activities are designed to help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent. Preparedness also includes establishing training, exercises and resources necessary to achieve readiness for all hazards, including Weapons of Mass destruction incidents.

Presidential Declaration
A presidential declaration frees up various sources of assistance from the Federal government based on the nature of the request from the governor.

Primary Agency
While several City departments will be performing varied and critical tasks during a disaster, in most cases only one agency will be considered the "primary agency." The primary agency shall be responsible for detailed planning, testing, and evaluation of their respective emergency support function. The Department Director of the primary agency shall serve as the principle advisor to the City Manager during the response and recovery phase. In addition, the Department Director or the primary agency must assure that essential operations of his/her agency will continue, unless otherwise directed by the City Manager or his/her designee.

Regional Information Coordination Center
The center facilitates communications and coordination among local, state, and federal government authorities to ensure an effective and timely response to regional emergencies and incidents, including coordination of decision-making regarding events such as closings, early release of employees, evacuation, transportation decisions, health response, etc.

Situation Report
A form which, when completed at the end of each day of local Emergency Operations Center operations, will provide the City with an official daily summary of the status of an emergency and of the local emergency response. A copy should be submitted to the State EOC via fax or submitted through the Virginia Department of Emergency Management website.

Span of Control
As defined in the Incident Command System, Span of Control is the number of subordinates one supervisor can manage effectively. Guidelines for the desirable span of control recommend three to seven persons. The optimal number of subordinates is five for one supervisor.

State of Emergency
The condition declared by the Governor when, in his judgment, a threatened or actual disaster in any part of the State is of sufficient severity and magnitude to warrant disaster assistance by the State to supplement local efforts to prevent or alleviate loss of life and property damage.

Superfund Amendments and Reauthorization Act of 1986
Established Federal regulations for the handling of hazardous materials.

Unified Command

Shared responsibility for overall incident management as a result of a multi-jurisdictional or multi-agency incident. In the event of conflicting priorities or goals, or where resources are scarce, there must be a clear line of authority for decision-making. Agencies contribute to unified command by determining overall goals and objectives, jointly planning for tactical activities, conducting integrated tactical operations and maximizing the use of all assigned resources.

Weapons of Mass Destruction

Any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or a missile having an explosive incendiary charge of more than 0.25 ounce, or mine or device similar to the above; poison gas; weapon involving a disease organism; or weapon that is designed to release radiation or radioactivity at a level dangerous to human life. (Source: 18 USC 2332a as referenced in 18 USC 921).

Appendix 2 – List of Acronyms

APHIS	Animal and Plant Health Inspection Service
CERT	Community Emergency Response Team
CFO	Chief Financial Officer
CR	Community Relations
DSCO	Deputy State Coordinating Officer
DHS	Department of Homeland Security
DRC	Disaster Recovery Center
DMME	Department of Mines, Minerals, and Energy
DRM	Disaster Recovery Manager
EAS	Emergency Alert System
EOC	Emergency Operations Center
ESF	Emergency Support Function
EPA	Environmental Protection Agency
ERT-A	Emergency Response Team – Advance Element
FBI	Federal Bureau of Investigation
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
HSEEP	Homeland Security Exercise and Evaluation Program
ICS	Incident Command System
JIC	Joint Information Center
JFO	Joint Field Office
MACC	Multi-agency Command Center
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NAWAS	National Warning System
NCR	National Capital Region
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NRC	Nuclear Regulatory Commission
NRF	National Response Framework
NWS	National Weather Service
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
POC	Point of Contact
RACES	Radio Amateur Civil Emergency Services

SAR	Search and Rescue
SCC	State Corporation Commission
SOP	Standard Operating Procedures
USACE	U.S. Army Corps of Engineers
USCG	U.S. Coast Guard
USDA	U.S. Department of Agriculture
VOAD	Voluntary Organizations Active in Disaster
WAWAS	Washington Area Warning System
WMD	Weapons of Mass Destruction

Appendix 3 – Authorities and References

Federal

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended
2. The Homeland Security Act
3. National Response Framework, Third Edition, June 2016
4. Local and Tribal NIMS Integration: Integrating the National Incident Management System into Local and Tribal Emergency Operations Plans and Standard Operating Procedures, V. 1, Department of Homeland Security
5. Comprehensive Preparedness Guide 101, Version 2.0, June, 2010.

State

1. Commonwealth of Virginia Emergency Services and Disaster Law of 2006, as amended.
2. The Commonwealth of Virginia Emergency Operations Plan, December 2007

Local

1. Mount Rogers Regional Pre-Disaster Hazard Mitigation Plan, 2018
2. The City of Bristol Emergency Operations Plan, 2018

Appendix 4 – Matrix of Responsibilities

● - Primary ○ - Secondary	City Council	City Manager/Assistant	Coordinator of Emergency Management	Police Department	Fire Department	Superintendent of Schools	Department of Social Services	American Red Cross	Health Department	Life Saving Crew	City Engineer	Bristol Regional Medical Center	VT Extension Agent	Building Inspector	City Attorney
Direction and Control	○	●	●												○
Emergency Public Information	○	○	●												○
Law Enforcement				●											○
Traffic Control				●	○					○					
Communications				●											
Warning and Alerting				●	○					○					
Fire Response					●					○					
Hazardous Materials Response			●	●	●					●					
Search and Rescue				●	○					○					
Evacuation	●	●	●	●	○					○					
Radiological Incident Response			●		●				○	○					
Shelter Operation						○	●	○							
Emergency Medical Transport										●					
Mass Feeding						○	●	○							
Welfare Services							●	○							
Health Services									●						
Utility Services											●				
Street Maintenance											●				
Debris Removal											●			○	
Damage Assessment		○	●								○		●	○	
Resource and Supply			●								○				
Medical Services								○	○	○		●			
Mortuary Services									●	○		○			

Appendix 5 – Succession of Authority

Continuity of emergency operations is critical to the successful execution of emergency operations. Therefore, the following lines of succession are specified in anticipation of any contingency, which might result in the unavailability of the ranking member of the administrative hierarchy. The decision-making authority for each organization or service function is listed in the table below by position in decreasing order.

Organization/Service Function	Authority in Line of Succession
Direction and Control	1. Director of Emergency Management 2. Emergency Management Coordinator 3. Deputy E. M. Coordinator
Emergency Public Information	1. Director of Emergency Management 2. Emergency Management Coordinator 3. Deputy E. M. Coordinator 4. Public Information Officer (PIO)
Police Department	1. Police Chief 2. Major 3. Captain
Fire Department	1. Fire Chief 2. Battalion Chief/Captain 3. Lieutenant
Emergency Medical Services (EMS/Rescue)	1. Captain 2. Lieutenant
School Division	1. Superintendent 2. Assistant Superintendent
Building Inspections	1. Building Official 2. Building Inspector 3. Technical Specialist
Public Works/Utilities	1. Director 2. Operations Manager 3. Utility Supervisor
Health Department	1. Director 2. Administrative Supervisor 3. Nurse Manager
Social Services	1. Director 2. Social Work Supervisor 3. Eligibility Supervisor

Table 5 – Succession of Authority

Appendix 6 – Emergency Operations Plan Distribution List

Director of Emergency Management/City Manager

Coordinator of Emergency Management/Fire Chief

Deputy Coordinators of Emergency Management/Fire Lieutenant/Secretary

Communications/E-911 Center

Fire Department

Fire Marshal

Life Saving Crew

Superintendent of Schools

Department of Social Services

American Red Cross, Local Chapters

Health Department

Sheriff's Office

City Attorney

Planning Department

Virginia Department of Emergency Management

Appendix 7 – Essential Records

Court Records

The preservation of essential records for the locality is the responsibility of the Clerk of the Circuit Court. All essential records are to be stored in the records vault located in the Office of the Clerk of the Circuit Court. These records include the following:

Real Estate Records*
Criminal Records
Wills
Civil Records
Chancery Records
Marriage Licenses

The evacuation of records in the event of an emergency will be accomplished only by approval of the Clerk of the Circuit Court. The loading and transportation of these records is the responsibility of the Sheriff's Office.

***A microfilm copy of all real estate records for the locality is stored in the Archives, State Library in Richmond, Virginia.**

Agencies/Organizations

Each agency/organization within the City of Bristol government should establish its own records protection program. Those records deemed essential for continuing government functions should be identified and procedures should be established for their protection, such as duplicate copies in a separate location and/or the use of safe and secure storage facilities. Provisions should be made for the continued operations of automated data processing systems and records.

The City of Bristol maintains a Continuity of Operations Plan (COOP) Annex to the EOP. Additional guidance and standard operating procedures for the continued delivery of essential government services is included in the COOP.

Appendix 8 – NIMS Resolution

Declaration of Adoption
National Incident Management System

WHEREAS, at the request of the President, the Department of Homeland Security has developed the National Incident Management System (NIMS) for the purpose of unifying and coordinating all emergency responders' efforts during disasters; and

WHEREAS, the Department of Homeland Security has directed all Federal, State, Territorial, Tribal, and local entities involved in emergency response to adopt NIMS; and

WHEREAS, the Governor of the Commonwealth of Virginia has similarly endorsed NIMS by proclaiming it the official basis for management of incident response in Virginia; and

WHEREAS, the NIMS will enable responders at all levels to work together more effectively and efficiently to manage domestic incidents no matter what the cause, size or complexity, including catastrophic acts of terrorism and natural disaster; and

WHEREAS, the City of Bristol currently uses the Incident Command System (ICS) as referred to in NIMS; and

WHEREAS, the City of Bristol recognizes the need for a single Incident Management System to be used by all local agencies and disciplines;

BE IT THEREFORE RESOLVED, that the City of Bristol, Virginia adopts the National Incident Management System. That this system will be used at all incidents and drills, taught in all Emergency Management training courses, and reflected in all emergency mitigation, preparedness, response and recovery plans and programs.

Approved at the regular meeting of the City Council for the City of Bristol, Virginia

_____, 2023.

_____

Neal Osborne, Mayor

Attest:

_____

Joey Lamie, City Clerk

Clerk's Certificate

I, the undersigned, certify that I am Clerk of the City Council for the City of Bristol, Virginia and that the foregoing is a true copy of the resolution duly adopted at the regularly held City Council meeting on the _____ day of _____, 2023, at which a quorum was present and voted.

_____

Joey Lamie, City Clerk

Appendix 9 – Resolution of Adoption of EOP

Resolution
Emergency Operations Plan

WHEREAS the City Council of the City of Bristol, Virginia recognizes the need to prepare for, respond to, and recover from natural and manmade disasters; and

WHEREAS the City of Bristol, Virginia has a responsibility to provide for the safety and ~~well being~~well-being of its citizens and visitors; and

WHEREAS the City of Bristol, Virginia has established and appointed a Director and Coordinator of Emergency Management.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bristol, Virginia, this Emergency Operations Plan as revised is officially adopted, and

IT IS FUTHER RESOLVED AND ORDERED that the Director of Emergency Management, or his/her designee, are tasked and authorized to maintain and revise as necessary this document over the next four (4) year period or until such time be ordered to come before this council.

Approved at the regular meeting of the City Council for the City of Bristol, Virginia

_____, 2023.

Neal Osborne, Mayor

Attest:

Joey Lamie, City Clerk

Clerk's Certificate

I, the undersigned, certify that I am Clerk of the City Council for the City of Bristol, Virginia and that the foregoing is a true copy of the resolution duly adopted at the regularly held City Council meeting on the _____ day of _____, 2023, at which a quorum was present and voted.

Joey Lamie, City Clerk

Appendix 10 – Local Declaration of Emergency

Consent to Director of Emergency Management's
DECLARATION OF EMERGENCY

WHEREAS, the City Council of the City of Bristol, Virginia does hereby find:

That due to _____, the City of Bristol is facing dangerous conditions;

That due to _____, conditions of extreme peril to life and property necessitates the proclamation of the existence of an emergency;

The Director of Emergency Management has declared a local emergency.

NOW THEREFORE, IT IS HEREBY PROCLAIMED that the City Council of the City of Bristol consents to the declaration of emergency by the Director of Emergency Management and the emergency now exists throughout the City of Bristol, Virginia; and

IT IS FURTHER PROCLAIMED AND ORDERED that the City of Bristol Emergency Operations Plan is now in effect.

Approved at the regular meeting of the City Council for the City of Bristol, Virginia

_____, 2023.

_____

Neal Osborne, Mayor

Attest:

_____

Joey Lamie, City Clerk

Clerk's Certificate

I, the undersigned, certify that I am Clerk of the City Council for the City of Bristol, Virginia and that the foregoing is a true copy of the resolution duly adopted at the regularly held City Council meeting on the _____ day of _____, 2023, at which a quorum was present and voted.

_____

Joey Lamie, City Clerk

Appendix 11 – Record of Changes

Changes to the City of Bristol Emergency Operations Plan (EOP) are made following an After Action Review and Lessons Learned from previous disasters and/or training exercises. The EOP is updated annually to ensure accuracy of capabilities and plan content. Suggested changes or recommendations to enhance the EOP should be submitted to the Emergency Management Coordinator.

All agencies who have responsibilities in the EOP should notify the Emergency Management Coordinator immediately if their capabilities change, regardless of benefit or detriment, thus ensuring the EOP doesn't make the agency responsible for capabilities that no longer exist and prevent the assignment of new responsibilities.

Date of Change	Section	Change	Authorization

City of Bristol, Virginia

RESOLUTION

Emergency Operations Plan

WHEREAS the City Council of the City of Bristol, Virginia recognizes the need to prepare for, respond to, and recover from natural and manmade disasters; and

WHEREAS the City of Bristol, Virginia has a responsibility to provide for the safety and well-being of its citizens and visitors; and

WHEREAS the City of Bristol, Virginia has established and appointed a Director and Coordinator of Emergency Management.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bristol, Virginia, this Emergency Operations Plan as revised is officially adopted, and

IT IS FURTHER RESOLVED AND ORDERED that the Director of Emergency Management, or his/her designee, are tasked and authorized to maintain and revise as necessary this document over the next four (4) year period or until such time be ordered to come before this council.

Approved at the regular meeting of the City Council for the City of Bristol, Virginia on February 14, 2023

******

**

*

By _____
Neal Osborne, Mayor

Attest: _____
William J. Lamie, City Clerk

Clerk's Certificate

I, the undersigned, certify that I am Clerk of the City Council for the City of Bristol, Virginia and that the foregoing is a true copy of the resolution duly adopted at the regularly held City Council meeting on the 14th day of February, 2023, at which a quorum was present and voted.

_____
William J. Lamie, City Clerk

City of Bristol, Virginia

RESOLUTION

Declaration of Adoption
National Incident Management System

WHEREAS, at the request of the President, the Department of Homeland Security has developed the National Incident Management System (NIMS) for the purpose of unifying and coordinating all emergency responders' efforts during disasters; and

WHEREAS, the Department of Homeland Security has directed all Federal, State, Territorial, Tribal, and local entities involved in emergency response to adopt NIMS; and

WHEREAS, the Governor of the Commonwealth of Virginia has similarly endorsed NIMS by proclaiming it the official basis for management of incident response in Virginia; and

WHEREAS, the NIMS will enable responders at all levels to work together more effectively and efficiently to manage domestic incidents no matter what the cause, size or complexity, including catastrophic acts of terrorism and natural disaster; and

WHEREAS, the City of Bristol currently uses the Incident Command System (ICS) as referred to in NIMS; and

WHEREAS, the City of Bristol recognizes the need for a single Incident Management System to be used by all local agencies and disciplines;

BE IT THEREFORE RESOLVED, that the City of Bristol, Virginia adopts the National Incident Management System. That this system will be used at all incidents and drills, taught in all Emergency Management training courses, and reflected in all emergency mitigation, preparedness, response and recovery plans and programs.
Approved at the regular meeting of the City Council for the City of Bristol, Virginia on February 14, 2023

By _____
Neal Osborne, Mayor

Attest: _____
William J. Lamie, City Clerk

Clerk's Certificate

I, the undersigned, certify that I am Clerk of the City Council for the City of Bristol, Virginia and that the foregoing is a true copy of the resolution duly adopted at the regularly held City Council meeting on the 14th day of February, 2023, at which a quorum was present and voted.

_____
William J. Lamie, City Clerk

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date:	February 14, 2023	Department:	Community Development and Planning
Staff Contact:	Jay Detrick, Director of Community Development and Planning		

AGENDA ITEM WORDING:
Discussion of a Rental Inspection Ordinance.

ITEM BACKGROUND:
City staff has been working to develop a rental inspection ordinance in accordance with Virginia State Code 36-105.1:1. This information will be presented at the February 14, 2023 meeting.

PREVIOUS RELEVANT ACTION:
None

STAFF RECOMMENDATION:
Discussion only

DOCUMENTATION:

Rental Inspections Ordinance LATEST 2 (002).pdf

CITY OF BRISTOL, VIRGINIA
CITY COUNCIL

ORDINANCE ####

TITLE: CREATING A RENTAL CERTIFICATE OF COMPLIANCE IN CHAPTER 50 LAND USE; ARTICLE V. MAINTENANCE OF PREMISES; DIVISION 4, SECTIONS 50-515 THROUGH 50-530 OF CODE OF BRISTOL, VIRGINIA.

DIVISION 4. - RENTAL CERTIFICATE OF COMPLIANCE

Sec. 50-515. - Findings, designation of rental inspection districts.

(a) The city council finds that certain residential rental dwelling units, when not the subject of an initial inspection or periodic inspections to ensure compliance with applicable building maintenance regulations, may become unsafe, a public nuisance, and unfit for human habitation.

(b) The city council further finds that within certain residential housing areas within the city, designated as rental inspection districts, there is a need to protect the public health, safety and welfare of the occupants of residential rental dwelling units; that such residential rental dwelling units are either (i) blighted or in the process of deteriorating, or (ii) in need of inspection by the city to prevent deterioration, taking into account the number, age and condition of the residential dwelling rental units; and that the inspection of residential rental dwelling units is necessary to maintain safe, decent and sanitary living conditions for tenants and other residents living in the rental inspection districts.

(c) There are hereby created rental inspection districts pursuant to section 36-105.1:1 of the Code of Virginia (1950), as amended. Such districts are as delineated on a map entitled, "Rental Inspection Districts, Bristol, Virginia" dated _____, prepared by and maintained in electronic format by the Geographic Information System (GIS) Coordinator's office, a copy of which is on file and available for public inspection in that office at City Hall, 300 Lee Street, Bristol, Virginia.

(d) The boundaries of the rental inspection districts are as set forth below.

(1) *Southeast Inspection District (Census Tract 203 blocks 1&2):* The location and boundaries of the southeast rental inspection district established by this chapter shall correspond to the boundaries of Census Tract 203 which is bounded on the north by East Valley Drive and King Mill Pike; on the east by the city limit boundary with Washington County, VA; on the south by the Tennessee state line; and on the west by the Norfolk and Southern main line.

(2) *Central inspection district (Census Tract 202 blocks 2, 3, &4):* The location and boundaries of the central rental inspection district established by this chapter shall be composed of the southern portion of Census Tract 202, bounded by the Euclid Avenue, Lee Highway, and West Valley Drive on the north side; by the Norfolk-Southern main line on the east side; by the Tennessee state line on the south side; and by the former railroad line on the west side.

Sec. 50-516. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building code means that portion of the building code entitled, "Virginia Maintenance Code", as referred to and adopted by reference in Section 50-562 and 50-563 of this Code, and any amendments to, or subsequent editions of, the Virginia Maintenance Code.

Code official means the person charged with enforcing the building code as that term is defined in this article.

Dwelling unit means a building or structure or part thereof that is used for a home or residence by one (1) or more persons who maintain a household. The term "dwelling unit" includes, but is not limited to condominiums, efficiencies, townhomes, apartments, manufactured or mobile homes, single-family homes, two-family homes, or multifamily homes. The term "dwelling unit" shall not include hospitals, nursing homes, convalescent homes or similar facilities providing medical care to the aged, infirm or disabled, or hotels, motels, inns and other establishments held out for transients, unless such establishments rent primarily to occupants for more than thirty (30) continuous days.

Inspection or *inspected* means an inspection conducted by the building code official.

Managing agent means any person having the authority, singly or in combination with another, to enter into an agreement for the occupancy of property subject to this article.

Multifamily development means any building or any series of buildings, consisting of more than ten (10) dwelling units, occupied for valuable consideration, on a single lot or adjacent lots under common ownership. The term "multifamily development" shall not include mobile homes under common ownership in a mobile home park or subdivision, and such term shall not include single-family homes, two-family homes, or townhouses under common ownership.

Owner means a person shown on the current real estate assessment books or current real estate assessment records as a person holding title to real property in the city. The word "owner" shall not include any person who merely holds a deed of trust on real property.

Property means dwelling units which are leased or rented, in whole or in part, to tenants.

Rental inspection district means a district established by city council which is subject to this article.

Residential rental dwelling unit means a dwelling unit that is leased or rented to one (1) or more tenants. However, a dwelling unit occupied in part by the owner thereof shall not be construed to be a residential rental dwelling unit, unless a tenant occupies a part of the dwelling unit which has its own cooking and sleeping areas, and a bathroom.

Tenant means any person who is not an owner of the dwelling unit or residential rental dwelling unit which he occupies.

Sec. 50-517. - Applicability.

(a) The provisions of this article shall apply to (i) all residential rental dwelling units which are located in a rental inspection district, or (ii) a residential rental dwelling unit located outside such districts and declared by city council to be subject to this article pursuant to section 36-105.1:1 of the Code of Virginia (1950), as amended, and only under the following basis: city council makes a separate finding for said individual rental dwelling unit that:
(1) there is a need to protect the public health, welfare and safety of the occupants of that individual rental dwelling unit;
(2) the individual rental dwelling unit is either (a) blighted or (b) in the process of deteriorating; or
(3) there is evidence of violations of the building code that affect the safe, decent and sanitary living conditions for occupants of such individual rental dwelling unit. Upon said finding by the city council, said rental dwelling unit shall be subject to this Section, notwithstanding its location outside the inspection districts.
Any residential rental dwelling unit located outside such districts but declared by city council to be subject to the provisions of this article shall be identified on a map entitled, "Rental Inspection Districts, Bristol, Virginia" dated _____, prepared by and maintained in electronic format by the Geographic Information System (GIS) Coordinator's office, a copy of which is on file and available for public inspection in that office at City Hall, 300 Lee Street, Bristol, Virginia.

(b) Subsection (a) of this section notwithstanding, the provisions of this article shall not apply to any residential rental dwelling unit unless and until the city has complied with the notice requirements set forth in subsection C of section 36-105.l:l of the Code of Virginia (1950), as amended.

Sec. 50-518. - Notification to city by owners of residential rental dwelling units.

(a) Any owner of a residential rental dwelling unit shall notify the code official by completing an application for residential rental inspection prepared by the building code official.

(b) The notification requirements of this section shall be met by the owner or owners of any residential rental dwelling unit not more than ninety (90) days after the adoption of this ordinance. The notification requirement of this section for any residential rental dwelling unit created over sixty (60) days after the date of the adoption of this ordinance shall be met within thirty (30) days after the creation of the residential rental dwelling unit or the issuance of a certificate of occupancy under the building code pertaining to the residential rental dwelling unit, whichever is the first to occur.

(c) The penalty for the willful failure of an owner of a residential rental dwelling unit to comply with the provisions of this section shall be a civil penalty of fifty dollars ($50.00).

Sec. 50-519. - Initial inspection of a residential rental dwelling unit.

(a) Upon complying with the notification requirements set forth in section 36-105.1:1 of the Code of Virginia (1950), as amended, the code official may proceed to inspect any residential rental dwelling unit to determine if the dwelling unit complies with the provisions of the building code that affect the safe, decent and sanitary living conditions for the tenants of such dwelling unit.

(b) Subsection (a) of this section notwithstanding, if a multifamily development has more than ten (10) dwelling units, the code official may inspect not less than two (2) and not more than ten (10) percent of such dwelling units in the multifamily development. The selection of the units to be inspected is at the discretion of the code official. If the code official determines upon conducting such inspections that there are violations of the building code which affect the safe, decent and sanitary living conditions for the tenants of such multifamily development, the code official may inspect as many dwelling units as necessary within the multifamily development to enforce the building code.

Sec. 5-520. - Exemptions.

(a) Upon the initial or periodic inspection of a residential rental dwelling unit subject to this article, and provided that there are no violations of the building code that affect the safe, decent and sanitary living conditions for the tenants of such residential rental dwelling unit, the code official shall issue to the owner of such residential rental dwelling unit a rental certificate of compliance from the inspection requirements of this article. The issuance of a rental certificate of compliance shall exempt the owner or managing agent from the requirements of inspections within this article for a period of four (4) years from the date on which the certificate is issued.

(b) If a residential rental dwelling unit has been issued a certificate of occupancy for compliance with the building code within the last four (4) years, the code official shall issue a rental certificate of compliance for four (4) years from the date of the issuance of the certificate of occupancy by the building official.

(c) If a residential rental dwelling unit which is exempt from this article pursuant to this section becomes in violation of the building code during the exemption period, the code official may revoke the exemption previously granted under this section. Prior to any such revocation, the code official shall send by first class mail written notice to the owner or managing agent of such residential rental dwelling unit, specifying the nature of the violations found and the date upon which the revocation of the rental certification of compliance will take effect. Proof of mailing of the last known address of the owner or managing agent of the property, by affidavit or otherwise, shall be sufficient evidence that the notice was received.

(d) A rental certificate of compliance shall be issued upon the city building official's written determination that a residential rental dwelling unit has been the subject of a building permit for substantial rehabilitation or repair and if such rehabilitation or repair is completed and meets the requirements of the building code; and if the extent of the rehabilitation or repair of the entire building or structure in which the residential rental dwelling unit is located is the equivalent of new construction of such building or structure with respect to the general public health, safety and welfare.

(e) The exemptions contained in this section notwithstanding, upon the sale of a residential rental dwelling unit, the code official may perform an initial inspection as provided in Sec. 50-519 of the Code of the City of Bristol, as amended, subsequent to such sale. The new owner shall provide updated information to the city for its rental inspection records.

(f) In no event does the issuance of a rental certificate of compliance serve to exempt the owner, managing agent or tenant from compliance with all applicable statutes, laws, and ordinances, including the building code.

Sec. 50-521. - Follow-up inspections.

Upon the initial or periodic inspection of a residential rental dwelling unit subject to this article, the code official may require the owner of the dwelling unit to submit to such follow-up inspections of the dwelling unit as the code official deems necessary, until such time as the dwelling unit is brought into compliance with the provisions of the building code that affect the safe, decent and sanitary living conditions for the tenants.

Sec. 50-523. - Periodic inspections.

Except as provided in sections 50-520 (e) and 50-521 of the City Code, following the initial inspection of a residential rental dwelling unit subject to this article, the code official may inspect a residential rental dwelling unit subject to this article, which is not otherwise exempt from this article, no more than once each calendar year.

Sec. 50-524. - Requirement of certificate of compliance.

It shall be unlawful for any owner, managing agent or person in control of a dwelling unit located in a rental inspection district, or otherwise subject to this Division under Sec. 50-517 (a) (ii), to rent or lease such a dwelling unit when such dwelling unit fails to comply with the requirements contained in this article.

Sec. 50-525. - Records of rental certificate of compliance.

(a) All current rental certificates of compliance shall be kept on file either in hard or digital file in the city building division offices.

(b) No person shall deface or alter a current rental certificate of compliance in connection therewith, in whole or in part, without the written permission of the building code official.

Sec. 50-526. - Fees.

The fees for initial, follow-up and periodic inspections shall be as set forth in the fee schedule as amended from time to time by the city council, and in compliance with Code of Virginia 36-105.1:1.

Sec. 50-527. - Appeals.

(a) Any person aggrieved by any determination or decision of the code official made pursuant to this article shall have the right to appeal such determination or decision within fourteen (14) calendar days of such determination to the city manager for the city. Notice of such appeal shall be in writing, on forms provided by the building code official, shall specify the grounds of appeal, and shall be delivered to the city manager prior to the expiration of the fourteen (14) calendar day period. The city manager, or his designee, shall meet with the person aggrieved by the determination or decision of the code official within five (5) business days of receipt of such notice of appeal to consider the appeal, unless the owner or his managing agent agrees, in writing, to an extension. Any such aggrieved person may request that the city manager invite to the meeting persons deemed helpful in resolving the dispute. The city manager shall render his decision within five (5) business days after such meeting.

(b) Any person aggrieved by any determination or decision of the city manager made pursuant to this article shall have the right to appeal such determination or decision in accordance with the provisions of the building code.

(c) Nothing in this article shall be construed to limit, impair, alter or extend the rights and remedies of persons in their relationship of landlord and tenant as such rights and remedies exist under applicable law.

(d) Nothing in this article shall be construed to relieve or exempt any person from otherwise complying with all applicable laws, ordinances, standards and regulations pertaining to the condition of buildings and other structures.

(e) Nothing in this article shall be construed to limit the authority of the code official to perform housing inspections in accordance with applicable law.

Section 50-528. – Violation and penalty.

Any person willfully failing to comply with the inspection requirements of this article or the Virginia Uniform Statewide Building Code shall be subject to the criminal penalties established in Section 36-106 of the Virginia Code and any amendment or recodification thereof. The city may take such further actions as allowed by applicable law in order to obtain compliance with the requirements of this article including, but not limited to, seeking injunctive relief under section 15.2-1432 of the Virginia Code and obtaining inspection warrants as provided in section 36-105C3 of the Virginia Code.

After being notified by this office, owners of rental dwelling units within the Rental Inspection District are required to:

1. Register all rental dwelling units located within the Rental Inspection District. Failure to register units shall result in a civil penalty of $50.
2. Obtain a Certificate of Compliance Inspection. Owners who fail to obtain an inspection shall be subject to a fine of not more than $2,500.
3. Effect compliance within the time period specified in a Temporary Certificate of Compliance. Owners who fail to comply with a notice of violation within the specified time period shall be subject to a fine of not more than $2,500.
4. Each day the violation(s) continue shall be deemed a separate offense.

Sec. 50-529. - Alternative remedies.

In addition to any penalty imposed for a violation of this chapter, any such violation may be corrected, removed or abated through court order or an appropriate suit in equity.

Sec. 50-530. – Policy and procedures.

The city manager is authorized to implement policies and procedures not inconsistent with the terms of this article

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: Finance

Staff Contact: Janet Jennings, Chief Financial Officer

AGENDA ITEM WORDING:

Presentation of Fiscal Year 2023-24 Budget Calendar.

ITEM BACKGROUND:

Not Applicable

PREVIOUS RELEVANT ACTION:

Not Applicable

STAFF RECOMMENDATION:

Not Applicable

DOCUMENTATION:

Budget Calendar - FY 2023-24.pdf

City of Bristol, Virginia
Budget Calendar FY2023-2024

Budget Workpapers to Departments	November, 2022
Department Workpapers Due to Finance	January 13, 2023
Outside Agency Applications Due	January 13, 2023
Internal Department Budget Reviews	February, 2023
Budget Development	February - March, 2023
Budget Workshop	March 14, 2023, 5:00 pm
Schools/Outside Agency Presentations*	March 14, 2023
Budget Workshop	March 16, 2023, 6:00 pm
Budget Presentation*	March 28, 2023, 6:00 pm
Tax Rate Resolution*	April 11, 2023
Advertisement of FY23 Budget	April 16, 2023
Public Hearing Appropriation Ordinance*	April 25, 2023
First Reading of Budget Ordinance*	May 9, 2023
Second Reading of Budget Ordinance* Adoption of Budget	May 23, 2023

Public comment pertaining to the budget will be available at all regularly scheduled City Council meetings.

*Indicates a regularly scheduled City Council meeting.

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Manager

Staff Contact: Randall Eads, City Manager

AGENDA ITEM WORDING:
Approval of Release and Settlement Agreement relating to Bristol, Virginia v. BVU.

ITEM BACKGROUND:
Bristol, Virginia sued BVU regarding purported net proceeds pursuant to the BVU Authority Transition Agreement, alleging breach of contract, unjust enrichment and reformation of contract. This Release and Settlement Agreement resolves the matters alleged in the legal action and dismisses the case based upon the terms of the Agreement.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:
Approve the Release and Settlement Agreement and give the City Manager authority to endorse the Agreement.

DOCUMENTATION:

Release and Settlement Agreement.pdf

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made and entered into this ___ day of _____, 2022, by and between BVU Authority ("BVU") and the City of Bristol, Virginia, ("Bristol") (collectively "the Parties").

WHEREAS, Bristol sued BVU in the Circuit Court for the City of Bristol regarding purported net proceeds pursuant to the BVU Authority Transition Agreement ("Transition Agreement"), alleging breach of contract, unjust enrichment and reformation of contract, styled *City of Bristol, Virginia v. BVU Authority* ("Case"); and

WHEREAS, BVU removed the Case to the United States District Court for the Western District of Virginia, and filed a counterclaim requesting declaratory judgment that the Transition Agreement is void, disgorgement of payments that BVU made to the City, a declaration that BVU owns certain property, that the City owes back rent and in the alternative, declaratory judgment that there are no net proceeds; and

WHEREAS, pursuant to settlement discussions, the parties have agreed to dismiss the Case upon the terms contained in this Agreement; and

WHEREAS, the Parties being public entities, agree that the terms of this Agreement will be subject to affirmative vote by Bristol City Council and BVU Authority Board of Directors during public meetings;

WHEREAS, the Parties understand that Sections 3(b) and 3(f) of the Agreement will be subject to review and approval by Tennessee Valley Authority ("TVA") and Amendment of one or more terms of BVU's Power Contract with TVA which must be approved by the TVA Board of Directors; and

WHEREAS, this Agreement will not become effective until and unless affirmative approval is received from each of the Bristol City Council, the BVU Authority Board of Directors and the TVA (with regard to Sections 3(b) and 3(f) only), the date upon which the last such approval is procured to be the "Effective Date";

NOW THEREFORE, for and in consideration of the promises and covenants stated herein, the Parties do hereby agree as follows:

1. Release and Discharge of BVU. For and in consideration of the resolution of all claims between the Parties and other good and valuable consideration herein enumerated, the receipt and sufficiency of which is hereby acknowledged, Bristol shall, upon the Effective Date and receipt of the payment described in Section 3(A), hereby release and discharge BVU, Bristol Virginia Utilities Board ("BVUB"), and its officers, Board members, employees, and agents, from any and all claims, demands, actions, or liabilities that were asserted or could have been asserted against BVU in the Case. Bristol further authorizes its attorney to endorse an order dismissing the Case against BVU with prejudice.

2. Release and Discharge of Bristol. For and in consideration of the resolution of all claims between the parties and other good and valuable consideration herein enumerated, the receipt and sufficiency of which is hereby acknowledged, BVU shall, upon the Effective Date, hereby release and discharge Bristol, and its officers, councilmembers, employees, and agents, from any and all claims, demands, actions, or liabilities that were asserted or could have been asserted against Bristol in the Case. BVU further authorizes its attorney to endorse an order dismissing the Case against Bristol with prejudice.

3. Settlement Agreement. The Parties agree to the following:

a. Payment. BVU will pay a one-time cash payment to Bristol of $2.1 million (Two Million One Hundred Thousand Dollars) within thirty (30) days of receiving all required approvals;

b. BVU's Future Payment in Lieu of Tax (PILOT) Payments. BVU's annual PILOT payment to Bristol will be based upon the Virginia State Corporation Commission ("SCC") taxation of regulated utilities upon the terms below:

   i. Effective Date of New PILOT Calculation. The new PILOT calculation will be used for all payments made after the Effective Date of this Agreement. For example, if the Effective Date is after July 1, 2022, and on or before June 30, 2023, then the new PILOT calculation will be made for the applicable fiscal 2023.

   ii. TVA Power Contract Amendments. The new PILOT payment calculation will be subject to TVA approval and require amendments to the TVA Power Contract as follows:

      1. Amendment to the TVA Power Contract, Terms and Conditions, Section 2. Strike the Power Contract Terms and Conditions that currently define maximum PILOT Payments.

      2. TVA Required Deductions to BVU PILOT. Existing deductions for local electric consumption taxes under Section 2(d), Payment in Lieu of Tax, of the Power

Contract will continue.

iii. PILOT Payment Method.

1. Valuation Date. For purposes of the PILOT Payment Calculation, BVU shall audit and establish the value of its net capital assets on June 30 of each year on the following terms.
2. Net Capital Assets Exclusions. The net capital assets will exclude Construction Work-In-Progress (CWIP) and inventory.
3. Separate Property Classes. BVU's vehicles will be broken out as a separate category of net capital assets for PILOT purposes, since Virginia jurisdictions tax vehicles at a different rate than real property.
4. Prevailing Property Tax Rate. Shall be the lower of the property tax rate set by the governing body for each locality in effect on January 1 of each calendar year. This information will be obtained from each locality. It will include the real property tax rate and the business property tax rate.
5. Equalization Factor/Assessment Ratio. Annually BVU obtains the most recent Commonwealth of Virginia's Locality's Assessment Sales Ratio report prepared by the

Commonwealth Department of Taxation. BVU will use the most recently available report, transmitted by the State Corporation Commission. This report is generally available in April or May of each year. There is sometimes a 12-month lag in the reporting period.

6. Individual Locality. BVU will calculate two PILOT taxes with deductions:

   a. Net Capital Assets, Excluding Vehicles. BVU will apply the localities' real property tax rate to the Net Capital assets, excluding Vehicles located in the jurisdiction times the local assessment ratio factor to determine the maximum potential PILOT for the jurisdiction, before any consumption tax deduction.

   b. Tax Calculation, Net Capital Assets, Only Vehicles. BVU will apply the locality's business personal property tax rate to the Net Capital Asset value of only the vehicles located in the jurisdiction multiplied by the local assessment ratio factor to determine the maximum potential PILOT for the jurisdiction.

   c. Deductions. The jurisdiction's electric consumption taxes will be deducted from the total to calculate the

final PILOT payment for the fiscal year, consistent with current practices and the terms of TVA's Power Contract.

iv. Timing of Payment. BVU will make its annual PILOT payment as soon as practicable in the new fiscal year, provided funds are available as defined in the Power Contract. The expectation is in most years the tax will be paid by August 31. BVU cannot compute the tax rate until the June 30 financial records are closed and reviewed with outside auditors. However, payment will generally be made before the final audit report is available.

c. Solid Waste (Trash) Bill BVU Contractor Agreement. BVU will continue to serve as Bristol's trash bill contractor. Bristol agrees to compensate BVU at the new higher rate of eight and a half percent (8.5%) of the amount billed immediately following the Effective Date of settlement, subject to the terms of the Third Party Sanitation Billing Agreement attached hereto as Exhibit 1;

d. White Property Development.

i. Bristol has a land sales or development option agreement with KBM Commercial Properties, LLC (including any affiliated entity, the "Developer"), to purchase property located at Bonham Road and Old Airport Road, Tax ID 308-2-1, ("White Property");

ii. If the Developer seeks to develop the White Property for

residential use, then the Developer will present sufficient evidence to BVU that the Developer has the right to develop the White Property by evidence of its ownership interest, lifting of restrictive covenants on residential units, retainage of all existing utility easements by BVU and others, and proper zoning for residential use;

iii. The Developer will be responsible for conducting an appropriate sewer study with a licensed engineering firm to include design parameters for the proposed housing development and provide a complete copy of the sewer study report to BVU for review and approval;

iv. The Developer will agree to abide by BVU's Rules and Regulations and to maintain BVU required setbacks from BVU's electrical, water or sewer facilities. BVU shall not be required to relocate any existing utility facilities or modify any existing operations on the White Property or BVU's substation property;

v. The parties agree that all provisions of this section are based upon the understanding that the Developer will construct a residential facility not to exceed one hundred and fifty (150) units of multi-family housing typical of this area and BVU shall have no responsibilities under this Agreement if the Developer seeks to develop a non-residential facility or more than a 150-unit

residential facility. On or before eighteen (18) months after completion of the Developer's responsibilities and approval from Bristol, BVU will complete any necessary work to upgrade the sewer system serving the White Property. If reasonable justification exists, BVU shall be entitled to additional time to complete the work so long as BVU is diligent in undertaking the agreed upon improvements;

vi. The City will be responsible for completing any paving related to White Property Development sewer work pursuant to a diagram, attached as Exhibit 3, agreed upon by the parties that includes the City being responsible for paving up to 15,000 square yards utilizing 1.5 inches of topcoat. Any paving required over 15,000 square yards will be split equally between the parties. BVU has no responsibility for any paving work less than 15,000 square yards or not related to sanitary sewer improvements;

e. Transition Agreement. Upon the Effective Date of this Agreement, the Transition Agreement shall be deemed terminated by the parties.

f. New Agreement. The parties agree to the terms as summarized below and more fully set forth in the New Agreement attached as Exhibit 2:

i. Future Sale of BVU's Electric Division. BVU has no plans or desire to sell any of its operating divisions. If BVU sold its electric division, the City would receive a share of the Net Proceeds, if any,

as described in more detail below. Any sale of the electric division would require review and approval of TVA and affirmative action of BVU. Without TVA approval, the electric division could not be sold.

ii. City Lacks Authority to Sell BVU's Electric Division. The City agrees and acknowledges that it does not have the authority to sell and will not seek or solicit to sell BVU or any of its departments, property, or other assets. If the City Manager, City Attorney, CFO, or any City staff member or City Council member attempts to solicit the sale or initiate the sale, independent of the full BVU Board, this provision shall be void and the City shall not be entitled to any net proceeds from a resulting sale. The City further acknowledges that any electric division sale and the terms of any such sale are subject to the review and approval of TVA consistent with their regulatory review and oversight consistent with the TVA Power Contract.

iii. Net Proceeds. The parties agree that the City would be entitled to thirty percent (30%) of net proceeds, if any, from the sale of the electric system consistent with TVA's regulations on the sale of electric division assets, review and approval of the buyer and the terms of the sale. The term Net Proceeds is defined as the amount resulting from the Gross Proceeds (commonly referred to as "sales

price") of the sale of the electric system after all debt, transaction costs, and commercially reasonable expenses are deducted. Net proceeds will not include any electric division cash retained by BVU. BVU will not claim any deductions from gross proceeds that would include any BVU internal debt the electric system owed to the water or wastewater divisions, unless the internal debt was reported on BVU's Audited Statement of Net Position, including schedules, for the period preceding the execution of the sales contract, unless a sales closing occurred before the audit for the fiscal year was completed and in that instance internal debt may be deducted from gross proceeds if the internal debt was reported on BVU's regularly kept financial records and the internal debt was approved by BVU's Board in a public meeting.

iv. Specific deductions from Gross Proceeds:

1. All current liabilities, including but not limited to:
    a. Accounts Payable and Accrued Liabilities;
    b. Accrued Interest Payable;
    c. Accrued Payroll and Related Liabilities;
    d. Customer Security Deposits (All ratepayer deposits and security deposits which would be required to be transferred to the acquiring company);
    e. Amounts Due to Other Governmental Entities;

f. Internal Balances;

g. Unearned Revenues;

h. Notes Payable;

i. Compensated Absences

2. Noncurrent Liabilities, including but not limited to:

a. Notes Payable, including external debt of any type;

b. Internal debt disclosed in the most recent audit between the BVU electric division and any other BVU division;

c. Compensated Absences;

d. Net OPEB Liabilities;

e. Transaction Costs;

f. Working Capital Adjustment;

g. Internal Operating Balances (not related to internal debt);

h. Tax Reserves of any type;

i. Commercially reasonable and normal reserves that have been set up for operating expenses;

j. Any Payment of TVA exit fees or claw-backs per the Wholesale Power Contract (WPC) to include any stranded cost or customer or TVA to BVU incentives subject to claw-backs;

k. Balances owed to VRS, if the acquiring entity is not a member of VRS;

l. Reasonable reserves for unemployment as long as BVU is self-insured;

m. Reserves for other OPEB liabilities to the extent not assumed by acquiring entity;

n. Any net pension or OPEB assets;

o. Deferred outflow and inflow of resources related to OPEB and pension; and

p. Any Employee severance payments.

g. Surplus Fund Usage. The Agreement attached as Exhibit 2 includes terms upon which BVU commits to prioritize any surplus funds of the OptiNet Division.

h. Non-Disparagement and Joint Press Release.

i. Bristol agrees that neither it, nor any of its councilmembers, employees or agents acting in their official capacities, will publicly disparage, call into disrepute, defame, slander or otherwise criticize BVU concerning the matters raised in the Case.

ii. BVU agrees that neither it, nor any of its Board members, employees or agents acting in their official capacities, will publicly disparage, call into disrepute, defame, slander or otherwise criticize Bristol concerning the matters raised in the Case.

iii. The parties agree that, no later than the Effective Date of this Agreement, they shall issue a joint press release ("Press Release") regarding settlement of the Case in the form attached hereto as Exhibit 4. Bristol and BVU agree that they shall make no public comment regarding the resolution of the Case other than to refer to the Press Release or recite its terms verbatim.

i. Economic Development. BVU shall have no further obligation to the City for any set or on-going funding of any economic development grants, program, or transfers. The City consents to BVU's acts to amend the TVA Power Contract to remove any further obligation by BVU to the City consistent with this settlement agreement.

4. Documentation of Property Transfer and Cooperation of Projects. The parties agree that they will cooperate with each other and take all steps necessary including, where appropriate, executing and filing such other and further documents as may be necessary, in order to accomplish the following agreed terms of settlement:

a. Certain parcels of real property that previously were transferred from Bristol to BVU by the BVU Authority Act, but which were not contemporaneously retitled, shall be retitled and special warranty deeds recorded in the name of BVU. These parcels are:

i. the property described in the TVA Bill of Sale from 1945 related to BVUA's transmission line right of ways, poles, etc. purchased

from TVA from East Tennessee Light and Power;

ii. The property described in BVUB's purchase of TVA's 69KV transmission line from Shelby to North and the Tennessee line to North. Written assignment of any other rights related to BVUA's existing 69KV transmission line;

iii. The orphaned parcel in the Bristol Industrial Park, on the south side of State Route 1717 in Wilson District (formerly Goodson District), Washington County, Virginia, being a portion of the property conveyed to the City of Bristol, Virginia from Wood-Howell Nurseries, Incorporated by deed dated June 14, 1966, of record in Book 413, page 122, in the Office of the Circuit Court Clerk for Washington County, Virginia.;

Bristol will be responsible for the payment of any Virginia Grantor's Tax payable with respect to such transfers. Any other costs shall be paid by BVU.

b. Bristol will provide whatever authorization and cooperation may be necessary for BVU to complete the following projects:

i. routing a single 13.2 kV transmission line from backyards perpendicular to Piedmont Avenue near Glenway Avenue to parallel along Fox Meadows Drive to reduce power outages and vegetation in the Virginia High School area;

ii. the three-phase line redesign along Garden Lane and I-381 to

reduce outages and the three-phase line along East Valley Drive adjacent to the East Substation; and

iii. Removing, relocating, and burying utility facilities along Gate City Highway from Exit 1 to Euclid Avenue.

c. Title to the following parcels will be confirmed in the name of Bristol by delivery of quitclaim deeds from BVU:

i. 300 Lee Street;

ii. 308-310 Lee Street;

iii. 314 Lee Street;

iv. 318 Lee Street;

v. 322 Lee Street;

vi. 324 Lee Street;

vii. 332 Lee Street;

viii. 511 Scott Street;

ix. an unnumbered parcel on Scott Street, which was purchased from Niniger on February 26, 1955; and

x. 329 Moore Street.

5. Attorney's Fees and Discretionary Costs. Each party hereto shall bear all of its own attorney's fees and costs arising from or in connection with this matter.

6. No Admission of Liability. It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the parties who are released.

7. Miscellaneous.

a. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

b. Warranty of Capacity to Execute Agreement. The Parties warrant that no other person or entity has, or has had, any interest in these claims except as otherwise stated, and that the signatories have the sole right to execute this Agreement. The Parties have not assigned or otherwise disposed of any of these claims. The Parties warrant that they are operating under no impairment that prevents them from understanding this Agreement and executing the same. The Parties have read this Agreement completely, their attorneys have explained it to them, and the Parties understand and voluntarily accept its terms.

c. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

d. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner

in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

e. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement will control.

f. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

g. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

h. Amendment and Modification. This Agreement may only be amended,

modified or supplemented by an agreement in writing signed by each party hereto.

i. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

j. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted only in the federal courts of the United States of America for the Western District at Abingdon or the courts of the Commonwealth of Virginia located in the City of Bristol, Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

k. Additional Documents. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions,

which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

1. Interpretation; Construction. The terms of this Agreement have been fully negotiated by the parties, and no party is deemed to be the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties agree that the Agreement is clear on its face and that parol evidence will not be discoverable or admissible during any litigation regarding the Agreement.

Signatures on Following Pages

In WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

BVU AUTHORITY

By: _____
Name:
Title:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing Release and Settlement Agreement was acknowledged before me this ____ day of September, by _____ on behalf of BVU Authority.

_____

Notary Public

My commission expires: _____.

My registration number: _____.

Signatures Continue Next Page

In WITNESS WHEREOF, I have hereunto set my hand this _____ day of

_____, 2022.

CITY OF BRISTOL

By: _____
Name:
Title:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing Release and Settlement Agreement was acknowledged before me this ____ day of September, by _____ on behalf of the City of Bristol

_____

Notary Public

My commission expires: _____.

My registration number: _____.

[Remainder of page intentionally left blank]

This Third-Party Sanitation Billing Agreement ("Agreement") is between the City of Bristol, Virginia, a Commonwealth of Virginia municipal corporation ("City"), and BVU Authority, a political subdivision of the Commonwealth of Virginia ("BVU").

BACKGROUND

A. The City provides sanitation collection and disposal services ("Sanitation Service") for residential housing units located inside the City's territorial limits as defined by the Commonwealth of Virginia;

B. The City provides a collection receptacle, establishes a monthly fee for collection, drafts regulations, provides oversight, and safely disposes refuse;

C. The City desires to retain BVU as a third party agent to invoice, collect, and remit fees ("Billing Service") related to the Sanitation Service on behalf of the City; and

D. BVU desires to perform the Billing Service for the City.

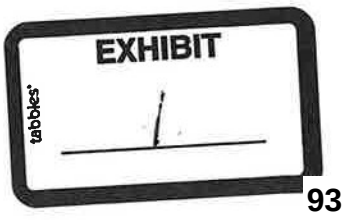
THEREFORE, in consideration of the foregoing, the parties have entered into this Agreement and agree to the terms and conditions below:

1. Term. This Agreement is for a term of ten (10) years, except that in the event the Administrative Fees paid to BVU do not total $2.1 million at the end of the initial ten (10) year Term, then this Agreement shall automatically continue until the City has paid BVU $2.1 million in Administrative Fees. In the event that the Administrative Fees paid to BVU total $2.1 million prior to the end of the initial ten (10) year Term, then either party may terminate the Agreement upon notice required by this paragraph. In the event the City discontinues Sanitation Services that would cause the City to stop paying BVU the Administrative Fee prior to the end of the Term, the City will pay the difference between $2.1 million and the amount of Administrative Fee paid to BVU under this Agreement, within thirty (30) days. This Agreement will automatically renew for a term of one (1) year, unless either party terminates sixty (60) days' prior to the end of the Term. Termination notice will be the same for any Renewal Term. This notice will allow for the billing process to be changed.

2. Effective Date. The effective date shall be the date that both parties have executed this Agreement.

3. Scope. This Agreement is limited to Sanitation Services and Billing Services only. This Agreement only covers residences in Bristol, defined as non-commercial and non-industrial properties where the residence has individual electric meter services with BVU. The City is responsible for all aspects of the Sanitation Service. BVU's is only responsible for Billing Services.

4. Rate. The City is solely responsible for establishing or changing the rate or fees for the Sanitation Services.



5. Collection. The City is solely responsible for collecting the refuse from the residence.

6. Schedule. The City is solely responsible for scheduling the collection and pick-up.

7. Regulatory Compliance. The City is solely responsible for all federal, state, and local regulatory compliance related to the safe handling, transportation, and disposal of solid waste and enforcing any restrictions related to the Sanitation Service.

8. Collection Receptacles (Trash Cans). The City is solely responsible for purchasing, maintaining, delivery, and removal of the collection receptacles.

9. Initiating Sanitation Service. The City is solely responsible for initiating the Sanitation Service with the resident, to include delivery of the collection receptacle. BVU initiates the Billing Service at the time the electrical service is initiated. BVU will promptly notify the City of the new electric service in a time and manner mutually agreed to. The Parties must agree on any required documentation to start or stop service at a location.

10. Suspending or Termination of Sanitation Service. The City is solely responsible for suspending or terminating the Sanitation Service with the resident for any reason. The City must promptly notify BVU of their action so that the bill can be adjusted.

11. Security Deposit. BVU will not make or manage security deposits for Sanitation Service.

12. Administrative Fee. The City acknowledges that BVU will incur costs for Billing Services in several ways, including customer service, accounting, postage, collection, payment processing, credit card processing, and account management. The City agrees to pay BVU eight and one-half percent (8.5%) of the total amount collected through the Billing Service.

13. Collection. The City authorizes BVU to refer unpaid amounts to a third-party collection agency, selected by BVU or the City. BVU will remit any amounts actually collected to the City. Any uncollected balance or written off balance will be recorded in BVU's accounting system in accordance with it standard policy.

14. Discounts. The City must provide all senior discount and multiple can information to BVU in a timely and agreeable format.

15. City Trash Rate Increases. All City trash rate changes must be submitted to BVU and its software vendor sixty (60) days in advance and the Parties agree when the new rates will be implemented.

16. Taxes. BVU may terminate the Agreement if the City imposes a residential trash tax in addition to its monthly fee.

17. Late Fees. BVU will charge a five percent (5%) late fee on all late payments. This covers the cost of collecting late accounts. The City will not be entitled to any portion of this fee.

18. Billing Cycle. Residents will be billed during the normal BVU electric billing cycle.

19. Remittance. BVU will remit payments to the City within thirty (30) days of the close of any BVU's monthly accounting period.

20. Right to Audit. The City will have the right to audit the Billing Service twice per fiscal year no more often than quarterly, with a minimum look-back period of six months.

21. Monthly Report. BVU will transmit a monthly report to the City detailing the total number of accounts activated and deactivated, but the Parties must agree on the scope and detail of any monthly report.

22. Staff Communication. Any City inquiries must be from the City CFO to BVU's Finance Director.

23. Dispute Period. The Parties agree to a limited dispute period under this Agreement for no more than one hundred twenty days (120) following the end of an audit. Any litigation to enforce this Agreement must be within one year of the event that gave rise to the dispute.

24. Annual Review. The Parties must review the trash procedures annually.

25. Choice of Law. Any dispute arising from this Agreement shall be decided in accordance with Virginia law.

26. Venue. Any dispute under this Agreement may be brought in the circuit court of either the City of Bristol or Washington County or federal court in Abingdon.

27. Entire Agreement. This Agreement and any executed amendments or modifications shall be the entire Agreement pertaining to the subject matter. This Agreement supersedes all prior agreements, understandings, and representations of the parties.

28. Waiver. No change, termination, or failure to enforce, shall waive any provision of this Agreement or be binding on either party's rights under this Agreement.

29. Modification. This Agreement may only be amended or modified in writing and signed by both parties.

30. Assignment. This Agreement may only be assigned by both parties in writing. There are not third-party beneficiaries to this Agreement.

31. Severability. If any term or provision here is illegal or invalid for any reason, it shall not affect the validity of the remainder of this Agreement.

32. Execution. This Agreement will be executed by the City Manager and the President of BVU.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties

CITY OF BRISTOL, VIRGINIA

By

City Manager

Attest

State of Virginia

City of Bristol

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by , City Manager of the City of Bristol, Virginia, a Virginia municipal corporation, on behalf of the City.

Notary Registration Number Notary Public

BVU AUTHORITY

By

President and CEO

Attest

State of Virginia

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by , President and CEO of BVU Authority, a Virginia political subdivision.

Notary Registration Number

Notary Public

BVU AUTHORITY AND CITY OF BRISTOL AGREEMENT

This Agreement ("Agreement") is made and entered into this ___ day of _____, 2022, by and between BVU Authority ("BVU") and the City of Bristol, Virginia, ("Bristol") (collectively "the Parties").

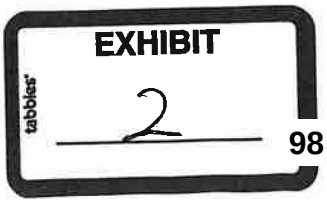
1. **BVU's Payment in Lieu of Tax (PILOT) Payments**. BVU's annual PILOT payment to Bristol will be based upon the Virginia State Corporation Commission ("SCC") taxation of regulated utilities upon the terms below:

   a. Effective Date of New PILOT Calculation. The new PILOT calculation will be used for all payments made after the Effective Date of this Agreement. For example, if the Effective Date is after July 1, 2022, and on or before June 30, 2023, then the new PILOT calculation will be made for the applicable fiscal 2023.

   b. TVA Power Contract Amendments. The new PILOT payment calculation will be subject to TVA approval and require amendments to the TVA Power Contract as follows:

      i. Amendment to the TVA Power Contract, Terms and Conditions, Section 2. Strike the Power Contract Terms and Conditions that currently define maximum PILOT Payments.

      ii. TVA Required Deductions to BVU PILOT. Existing deductions for local electric consumption taxes under Section 2(d), Payment in Lieu of Tax, of the Power Contract will



continue.

iii. PILOT Payment Method.

1. Valuation Date. For purposes of the PILOT Payment Calculation, BVU shall audit and establish the value of its net capital assets on June 30 of each year on the following terms.
2. Net Capital Assets Exclusions. The net capital assets will exclude Construction Work-In-Progress (CWIP) and inventory.
3. Separate Property Classes. BVU's vehicles will be broken out as a separate category of net capital assets for PILOT purposes, since Virginia jurisdictions tax vehicles at a different rate than real property.
4. Prevailing Property Tax Rate. Shall be the lower of the property tax rate set by the governing body for each locality in effect on January 1 of each calendar year. This information will be obtained from each locality. It will include the real property tax rate and the business property tax rate.
5. Equalization Factor/Assessment Ratio. Annually BVU obtains the most recent Commonwealth of Virginia's Locality's Assessment Sales Ratio report prepared by

the Commonwealth Department of Taxation. BVU will use the most recently available report, transmitted by the State Corporation Commission. This report is generally available in April or May of each year. There is sometimes a 12-month lag in the reporting period.

6. Individual Locality. BVU will calculate two PILOT taxes with deductions:

    a. Net Capital Assets, Excluding Vehicles. BVU will apply the localities' real property tax rate to the Net Capital assets, excluding Vehicles located in the jurisdiction times the local assessment ratio factor to determine the maximum potential PILOT for the jurisdiction, before any consumption tax deduction.

    b. Tax Calculation, Net Capital Assets, Only Vehicles. BVU will apply the locality's business personal property tax rate to the Net Capital Asset value of only the vehicles located in the jurisdiction multiplied by the local assessment ratio factor to determine the maximum potential PILOT for the jurisdiction.

c. Deductions. The jurisdiction's electric consumption taxes will be deducted from the total to calculate the final PILOT payment for the fiscal year, consistent with current practices and the terms of TVA's Power Contract.

iv. Timing of Payment. BVU will make its annual PILOT payment as soon as practicable in the new fiscal year, provided funds are available as defined in the Power Contract. The expectation is in most years the tax will be paid by August 31. BVU cannot compute the tax rate until the June 30 financial records are closed and reviewed with outside auditors. However, payment will generally be made before the final audit report is available.

2. **White Property Development**.

a. Bristol has a land sales or development option agreement with KBM Commercial Properties, LLC (including any affiliated entity, the "Developer"), to purchase property located at Bonham Road and Old Airport Road, Tax ID 308-2-1, ("White Property");

b. If the Developer seeks to develop the White Property for residential use, then the Developer will present sufficient evidence to BVU that the Developer has the right to develop the White Property by evidence of its ownership interest,

lifting of restrictive covenants on residential units, retainage of all existing utility easements by BVU and others, and proper zoning for residential use;

c. The Developer will be responsible for conducting an appropriate sewer study with a licensed engineering firm to include design parameters for the proposed housing development and provide a complete copy of the sewer study report to BVU for review and approval;

d. The Developer will agree to abide by BVU's Rules and Regulations and to maintain BVU required setbacks from BVU's electrical, water or sewer facilities. BVU shall not be required to relocate any existing utility facilities or modify any existing operations on the White Property or BVU's substation property;

e. The parties agree that all provisions of this section are based upon the understanding that the Developer will construct a residential facility not to exceed one hundred and fifty (150) units of multi-family housing typical of this area and BVU shall have no responsibilities under this Agreement if the Developer seeks to develop a non-residential facility or more than a 150-unit residential facility. On or before eighteen (18) months after completion of the Developer's responsibilities and approval from Bristol, BVU will complete any necessary work to upgrade the sewer system serving the White Property. If reasonable justification exists, BVU shall be entitled to additional time to complete the work so long as BVU is diligent in undertaking the agreed upon improvements;

f. The City will be responsible for completing any paving related to White Property Development sewer work pursuant to a diagram, attached as Exhibit

3, agreed upon by the parties that includes the City being responsible for paving up to 15,000 square yards utilizing 1.5 inches of topcoat. Any paving required over 15,000 square yards will be split equally between the parties. BVU has no responsibility for any paving work less than 15,000 square yards or not related to sanitary sewer improvements;

3. **Future Sale of BVU Electric Division.**

A. Future Sale of BVU's Electric Division. BVU has no plans or desire to sell any of its operating divisions. If BVU sold its electric division, the City would receive a share of the Net Proceeds, if any, as described in more detail below. Any sale of the electric division would require review and approval of TVA and affirmative action of BVU. Without TVA approval, the electric division could not be sold.

B. City Lacks Authority to Sell BVU's Electric Division. The City agrees and acknowledges that it does not have the authority to sell and will not seek or solicit to sell BVU or any of its departments, property, or other assets. If the City Manager, City Attorney, CFO, or any City staff member or City Council member attempts to solicit the sale or initiate the sale, independent of the full BVU Board, this provision shall be void and the City shall not be entitled to any net proceeds from a resulting sale. The City further acknowledges that any electric division sale and the terms of any such sale are subject to the review and approval of TVA consistent with their regulatory review and oversight consistent with the TVA Power Contract.

C. Net Proceeds. The parties agree that the City would be entitled to thirty percent (30%) of net proceeds, if any, from the sale of the electric system consistent with TVA's regulations on the sale of electric division assets, review and approval of the buyer and the terms of the sale. The term Net Proceeds is defined as the amount resulting from the Gross Proceeds (commonly referred to as "sales price") of the sale of the electric system after all debt, transaction costs, and commercially reasonable expenses are deducted. Net proceeds will not include any electric division cash retained by BVU. BVU will not claim any deductions from gross proceeds that would include any BVU internal debt the electric system owed to the water or wastewater divisions, unless the internal debt was reported on BVU's Audited Statement of Net Position, including schedules, for the period preceding the execution of the sales contract, unless a sales closing occurred before the audit for the fiscal year was completed and in that instance internal debt may be deducted from gross proceeds if the internal debt was reported on BVU's regularly kept financial records and the internal debt was approved by BVU's Board in a public meeting.

D. Specific deductions from Gross Proceeds:

a. All current liabilities, including but not limited to:

i. Accounts Payable and Accrued Liabilities;

ii. Accrued Interest Payable;

iii. Accrued Payroll and Related Liabilities;

iv. Customer Security Deposits (All ratepayer deposits and security deposits which would be required to be transferred to the acquiring company);

v. Amounts Due to Other Governmental Entities;

vi. Internal Balances;

vii. Unearned Revenues;

viii. Notes Payable;

ix. Compensated Absences

b. Noncurrent Liabilities, including but not limited to:

i. Notes Payable, including external debt of any type;

ii. Internal debt disclosed in the most recent audit between the BVU electric division and any other BVU division;

iii. Compensated Absences;

iv. Net OPEB Liabilities;

v. Transaction Costs;

vi. Working Capital Adjustment;

vii. Internal Operating Balances (not related to internal debt);

viii. Tax Reserves of any type;

ix. Commercially reasonable and normal reserves that have been set up for operating expenses;

x. Any Payment of TVA exit fees or claw-backs per the Wholesale Power Contract (WPC) to include any stranded

cost or customer or TVA to BVU incentives subject to claw-backs;

xi. Balances owed to VRS, if the acquiring entity is not a member of VRS;

xii. Reasonable reserves for unemployment as long as BVU is self-insured;

xiii. Reserves for other OPEB liabilities to the extent not assumed by acquiring entity;

xiv. Any net pension or OPEB assets;

xv. Deferred outflow and inflow of resources related to OPEB and pension; and

xvi. Any Employee severance payments.

4. **Surplus Fund Usage**. Following the sale of its OptiNet Division, BVU created a separate account of cash excluded from the sale. BVU commits to prioritize any surplus funds of the OptiNet Division remaining after all debts are paid, towards electric, water and sewer infrastructure approved by its Board.

5. **Miscellaneous.**

A. **Governing Law**. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

B. **Warranty of Capacity to Execute Agreement**. The Parties warrant that no other person or entity has, or has had, any interest in these claims except as otherwise stated, and that the signatories have the sole right to execute this Agreement.

The Parties have not assigned or otherwise disposed of any of these claims. The Parties warrant that they are operating under no impairment that prevents them from understanding this Agreement and executing the same. The Parties have read this Agreement completely, their attorneys have explained it to them, and the Parties understand and voluntarily accept its terms.

C. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

D. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

E. **Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body

of this Agreement and the Exhibits, the statements in the body of this Agreement will control.

F. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

G. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

H. **Amendment and Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

I. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this

Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

J. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted only in the federal courts of the United States of America for the Western District at Abingdon or the courts of the Commonwealth of Virginia located in the City of Bristol, Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

K. **Additional Documents.** All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

L. **Interpretation; Construction.** The terms of this Agreement have been fully negotiated by the parties, and no party is deemed to be the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties agree that the Agreement is clear on its face and that parol evidence will not be discoverable or admissible during any litigation regarding the Agreement.

In WITNESS WHEREOF, we have hereunto set my hand this _____ day of _____, 2022.

BVU AUTHORITY

By: _____

(signature)

_____

(print)

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing Release and Settlement Agreement was acknowledged before me this ____ day of _____, 2022, by _____ on behalf of BVU Authority.

_____

Notary Public

My commission expires: _____.

My registration number: _____.

[Remainder of page intentionally left blank]

CITY OF BRISTOL

By: _____

(signature)

_____

(print)

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing Release and Settlement Agreement was acknowledged before me this ____ day of _____, 2022, by _____ on behalf of the City of Bristol

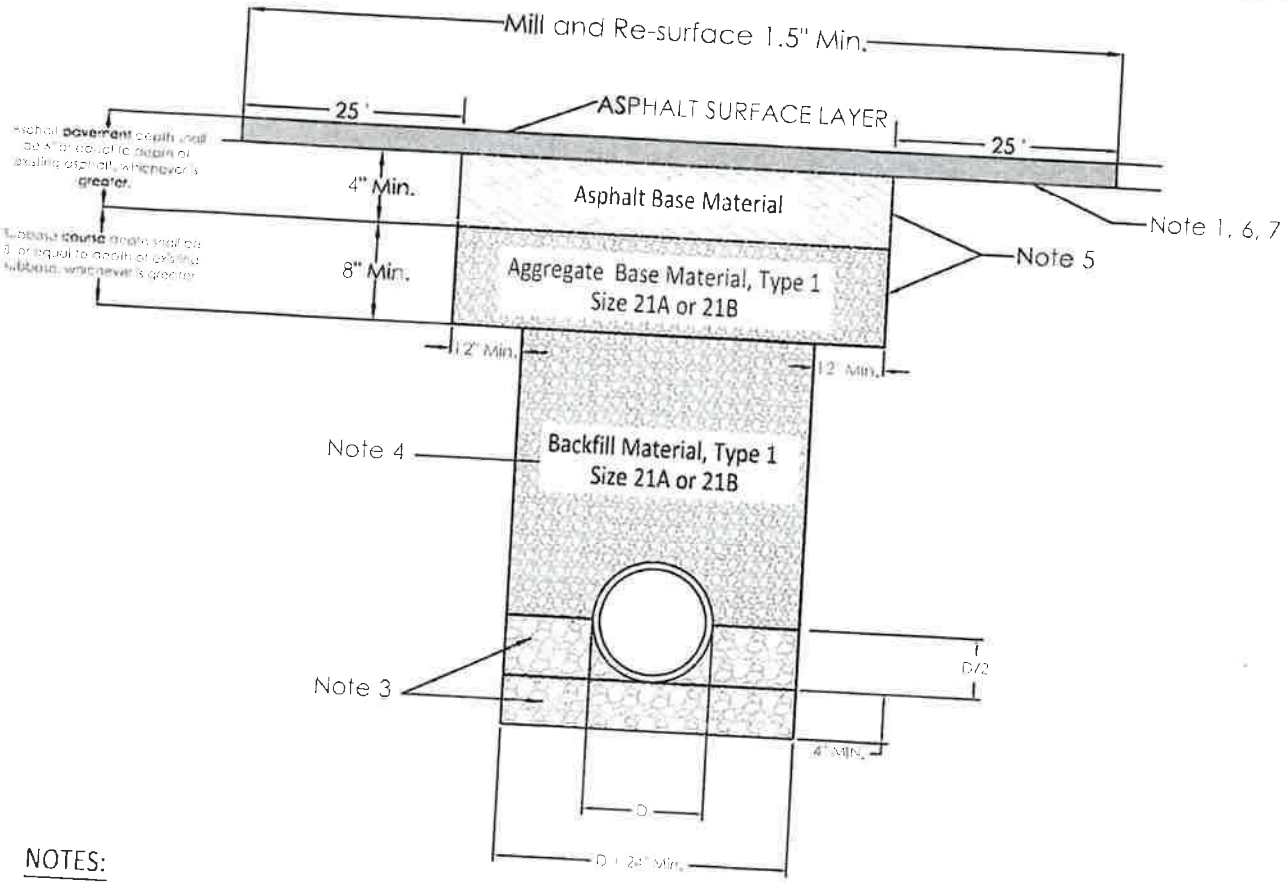
_____

Notary Public

My commission expires: _____.

My registration number: _____.

[Remainder of page intentionally left blank]



NOTES:

1. ALL PAVEMENTS SHALL BE SAW CUT WITH NEAT UNIFORM LINES PRIOR TO EXCAVATION. Mill AND RESURFACE 1.5" MINIMUM.
2. SHOULD CONCRETE PAVEMENT BE ENCOUNTERED DURING EXCAVATION PLEASE CONTACT THE CITY ENGINEER IMMEDIATELY.
3. PIPE BEDDING MATERIAL SHALL BE CRUSHER RUN (VDOT NO. 25 OR 26). ALTERNATE MATERIAL MUST BE APPROVED BY THE CITY ENGINEER. (Pipe bedding shall be lightly and uniformly compacted and shall be carefully shaped so that the lower section of the pipe exterior is in full contact with the bedding material for at least 10 percent of the overall height of the pipe. Bedding material shall be shaped to accommodate the bell portion of the pipe when bell and spigot pipe is used. The depth of bedding material shall be at least 4 inches, or as specified on the plan or as directed by the Engineer.)
4. BACKFILL MATERIAL SHALL BE VDOT NO. 21A or 21B AGGREGATE, PLACED IN LOOSE LIFTS NOT EXCEEDING 6" AND COMPACTED TO AT LEAST 95% MAXIMUM DRY DENSITY WITHIN 2 PERCENTAGE POINTS OF OPTIMUM MOISTURE (VTM-1) WITH THE USE OF MECHANICAL TAMPERS OR VIBRATORY ROLLERS. WATER COMP ACTION IS NOT PERMITTED.
ALL TESTING SHALL BE PERFORMED AND CERTIFIED BY A GEOTECHNICAL ENGINEER OR A VDOT-CERTIFIED TECHNICIAN. RESULTS SHALL BE PROVIDED TO THE INSPECTOR WITHIN 24 HOURS OF TESTING COMPLETION. THE COST OF ALL TESTING IS THE RESPONSIBILITY OF THE PERMITTEE. FIELD DENSITY TESTING METHODS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PERFORMING ANY TESTS.
5. DEPTHS FOR AGGREGATE BASE , ASPHALT BASE AND ASPHALT SURFACE COURSE SHALL BE DETERMINED BY EACH LOCATION AND THE DEPTHS OF MATERIAL ON THE EXISTING STREET. THE CONTRACTOR SHALL CALL THE INSPECTOR AFTER THE TRENCH HAS BEEN OPENED TO DETERMINE THE DEPTHS REQUIRED. THE MINIMUM DEPTHS IN ANY CASE SHALL BE 8" OF AGGREGATE BASE, 4" ASPHALT BASE AND 2" ASPHALT SURFACE COURSE.
6. THE REPAIR SHALL BE RECTANGULAR AND SAW CUT IN STRAIGHT, UNIFORM LINES THAT ARE ALIGNED WITH THE STREET CENTERLINE. WHEN EDGES OF PAVEMENT HAVE BEEN UNDERMINED, PAVEMENT SHALL BE REMOVED TO A NEAT LINE 25' BEYOND THE UNDERMINED AREA. ANY INITIAL PAVEMENT REPAIR WITH AN AREA GREATER 40 SQUARE FEET MAY BE NON-RECTANGULAR, HOWEVER, THE REPAIR SHALL BE SAW CUT IN STRAIGHT, UNIFORM LINES.
7. TACK COAT IS REQUIRED ON ALL SURFACES THAT WILL CONTACT THE NEW SURFACE LAYER.
8. PARTIAL LANE MILLING IS NOT ALLOWED.

CITY OF
BRISTOL, VIRGINIA
300 LEE STREET
BRISTOL, VA 24201
PH. (276) 645-7360 FAX (276) 645-7369

UTILITY TRENCH REPAIR IN PAVEMENT USING VDOT NO. 21A AGGREGATE

DATE: JULY 1, 2012 (Rev.2018)
SCALE: N.T.S.

DRAWING NO: UTR-1

EXHIBIT
3

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Manager

Staff Contact: Randall Eads, City Manager

AGENDA ITEM WORDING:

An Ordinance to Approve the Sale of Two Parcels of City-Owned Land Located on Spyglass Court. Ordinance 23-1

ITEM BACKGROUND:

The City received an unsolicited offer to purchase two parcels of City-owned land located on Spyglass Court in the Clear Creek Golf Community. A notice that the City would accept offers and a notice of a public hearing to occur on January 10, 2023 regarding the possible sale of the property was published in the Bristol Herald Courier on December 4, 2022, and December 11, 2022. Offers were to be directed to Randall C. Eads, City Manager, at 276-645-7333 prior to January 10, 2023, at 3:00 p.m. Any offer received after that date and time was not considered. The first reading of the ordinance occurred at the regularly scheduled City Council meeting on January 24, 2023.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Ordinance_Spyglass Court Property.pdf

Spyglass Court Property Public Hearing.png

Ordinance: 23-1

AN ORDINANCE APPROVING AND AUTHORIZING THE SALE OF PROPERTY OWNED BY THE CITY OF BRISTOL, VIRGINIA LOCATED ON SPYGLASS COURT [Map Parcels: #121-C-1-E1 and #121-C-1-E2}

WHEREAS, the City of Bristol is the lawful owner of numerous parcels of property located within the city limits of the City of Bristol and within Washington County, Virginia; and

WHEREAS, the City Manager received at least one unsolicited offer to purchase two parcels of land located on Spyglass Court, map parcels #121-C-1-E1 and #121-C-1-E2 (property located in the Clear Creek Golf Community)

WHEREAS, pursuant to Article VII, Section 9 of the Constitution and §15.2-1800 of the Code of Virginia, 1950 as amended, City Council has the authority to dispose of real estate owned by the City after the holding of a public hearing; and

WHEREAS, pursuant to the requirements of §15.2-1800(B) and §15.2-1813 of the Code of Virginia, 1950, as amended, the Bristol, Virginia City Council held a public hearing on Tuesday, January 10, 2023, at 6:00 p.m. in City Council Chambers, 300 Lee Street to consider any additional offers received for the aforementioned property. The public hearing was properly noticed pursuant to the Code of Virginia; and

WHEREAS, no additional offers were received to purchase the aforementioned property.

THE CITY COUNCIL OF BRISTOL, VIRGINIA HEREBY ORDAINS:

1. The aforementioned property is no longer required for a municipal or public purpose and the City Manager recommends the property be sold. City Council hereby directs that the City forgo a competitive sale process for the disposition of the property and negotiate the sale of said property.

2. The real property is located within the boundaries of Bristol, Virginia, on Spyglass Court in the Clear Creek Golf Community (map parcels: #121-C-1-E1 and #121-C-1-E2).

3. The City Manager be, and hereby is, authorized to act on behalf of the City of Bristol, Virginia, to do all things necessary to effectuate the sale of the property including having the authorization to endorse any documents necessary to convey its rights, title, and interest in and to the real property as described.

4. That the City Clerk be, and hereby is, authorized to attest to the execution by the City Manager of the deed and any other documents executed by the City Manager.

First Reading:

Second Reading:

Adopted:

Effective date:

Votes:

- **Farnum:**
- **Holmes:**
- **Nave:**
- **Pollard:**
- **Osborne:**

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PASSED AND ADOPTED by the City Council of the City of Bristol, Virginia, at a regularly scheduled meeting of said Council on the ___ day of _____, 2023.

(SEAL)

Attest: William J. Lamie
Clerk of the City of Bristol, Virginia

William J. Lamie, City Clerk	Neal Osborne, Mayor


121-C-1-E3
121-C-1-E4
121-C-1-E2
121-C-1-E5
SPYGLASS CT
121-C-1-E1
121-C-1-E10
121-C-1-E6
121-C-1-E11
121-C-1-E21
121-C-1-E9
121-C-1-E12
121-C-1-E20
121-C-1-E8
PEBBLE BEACH DR
121-C-1-E19
121-C-1-E13

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Manager

Staff Contact: Randall Eads, City Manager

AGENDA ITEM WORDING:

An Ordinance Pertaining to Camera Speed Monitoring and Enforcement in Highway Work Zones and School Crossing Zones. Ordinance 23-4

ITEM BACKGROUND:

This ordinance will add Section 86-207 to Chapter 86, Article V, Division 3 to the City Code. This ordinance would allow photo speed monitoring devices to be installed in highway work zones and school crossing zones. The first reading of this ordinance occurred at the regularly scheduled City Council meeting on January 24, 2023.

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

23-4 Ordinance_Speed Cameras.pdf

Ordinance 23-4

AN ORDINANCE TO ADD SECTION 86-207 TO CHAPTER 86, ARTICLE V, DIVISION 3 OF THE CITY CODE PERTAINING TO CAMERA SPEED MONITORING AND ENFORCEMENT IN HIGHWAY WORK ZONES AND SCHOOL CROSSING ZONES

CHAPTER AMENDED: 86 – TRAFFIC AND VEHICLES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRISTOL, VIRGINIA:

That Section 86-207 is hereby added to the Code of the City of Bristol, Virginia, and ordained to read as follows:

For purposes of this section,

"Highway work zone" has the same meaning ascribed to it in Code of Virginia, § 46.2-878.1.

"Photo speed monitoring device" means equipment that uses radar or LIDAR-based speed detection and produces one or more photographs, microphotographs, videotapes, or other recorded images of vehicles.

"School crossing zone" has the same meaning ascribed to it in Code of Virginia, § 46.2-873.

(a) The Bristol Virginia Police Department may install and operate photo speed monitoring devices, within the boundaries of City of Bristol VA, in school crossing zones for the purposes of recording violations of Code of Virginia, § 46.2-873 and in highway work zones for the purposes of recording violations of Code of Virginia, § 46.2-878.1.

(b) The operator of a vehicle shall be liable for a monetary civil penalty imposed pursuant to this section if such vehicle is found, as evidenced by information obtained from a photo speed monitoring device, to be traveling at speeds of at least 11 miles per hour above the posted school crossing zone or highway work zone speed limit within such school crossing zone or highway work zone, while such zone is active. Such civil penalties shall be $100.00. Any prosecution under this section shall be instituted and conducted in the same manner as prosecution for traffic infractions.

Civil penalties collected under this section resulting from a summons issued by the Bristol Virginia Police Department shall be paid to City of Bristol.

(c) If a photo speed monitoring device is used, proof of a violation of Code of Virginia, §§ 46.2-873 or 46.2-878.1 shall be evidenced by information obtained from such device. A certificate, or a facsimile thereof, sworn to or affirmed by a law enforcement officer employed by the City authorized to impose penalties pursuant to this section, based upon inspection of photographs, microphotographs, videotapes, or other recorded images produced by a photo speed monitoring device, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotapes, or other recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability for such violation of Code of Virginia, §§ 46.2- 873 or 46.2-878.1.

(d) In the prosecution for a violation of Code of Virginia,§§ 46.2-873 or 46.2-878.1 in which a summons was issued by mail, prima facie evidence that the vehicle described in the summons issued pursuant to this section was operated in violation of Code of Virginia,§§ 46.2-873 or 46.2-878.1, together with proof that the defendant was at the time of such violation the owner, lessee, or renter of the vehicle, shall constitute in evidence a rebuttable presumption that such owner, lessee, or renter of the vehicle was the person who committed the violation. Such presumption shall be rebutted if the owner, lessee, or renter of the vehicle (i) files an affidavit by regular mail with the clerk of the general district court for the City that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation or (ii) testifies in open court, under oath that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation. Such presumption shall also be rebutted if a certified copy of a police report, showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation of Code of Virginia, §§ 46.2-873 or 46.2-878.1, is presented, prior to the return date established on the summons issued pursuant to this section, to the general district court for the City adjudicating the alleged violation.

(e) Imposition of a civil penalty pursuant to this section by mailing a summons shall not be deemed a conviction as an operator and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage. However, if a law enforcement officer employed by the City uses a photo speed monitoring device to record a violation of Code of Virginia, §§ 46.2-873 or 46.2-878.1 and personally issues a summons at the time of the violation, the conviction that results shall be made a part of such driver's driving record and used for insurance purposes in the provision of motor

vehicle insurance coverage.

(f) A summons for a violation of Code of Virginia, §§ 46.2-873 or 46.2-878.1 issued by mail pursuant to this section may be executed pursuant to Code of Virginia, § 19.2-76.2. Notwithstanding the provisions of Code of Virginia, § 19.2-76, a summons issued by mail pursuant to this section may be executed by mailing by first class mail a copy thereof to the address of the owner, lessee, or renter of the vehicle. In the case of a vehicle owner, the copy shall be mailed to the address contained in the records of or accessible to the department of motor vehicles. In the case of a vehicle lessee or renter, the copy shall be mailed to the address contained in the records of the lessee or renter. Every such mailing shall include, in addition to the summons, a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided above and (ii) instructions for filing such affidavit, including the address to which the affidavit is to be sent. If the summoned person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons shall be executed in the manner set out in Code of Virginia, § 19.2-76.3. No proceedings for contempt or arrest of a person summoned by mailing shall be instituted for failure to appear on the return date of the summons. If the summons is issued to an owner, lessee, or renter of a vehicle with a registration outside the commonwealth and such person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons will be eligible for all legal collections activities. Any summons executed pursuant to and for a violation of Code of Virginia, §§ 46.2-873 or 46.2-878.1 issued pursuant to this section shall provide to the person summoned at least 30 days following the mailing of the summons to inspect information collected by a photo speed monitoring device in connection with the violation. If the Bristol Virginia Police Department does not execute a summons for a violation of Code of Virginia, §§ 46.2-873 or 46.2-878.1 issued pursuant to this section within 30 days following the date of the violation, all information collected pertaining to the suspected violation shall be purged within 60 days following the date of the violation.

(g) A private vendor may enter into an agreement with the Bristol Virginia Police Department to be compensated for providing a photo speed monitoring device and all related support services, including consulting, operations and administration. However, only a law enforcement officer may swear to or affirm the certificate required by this section. Any such agreement for compensation shall be based on the value of the goods and services provided, not on the number of violations paid or monetary penalties imposed. Any private entity contracting with a law enforcement agency pursuant to this section may enter into an agreement with the department of motor vehicles, in accordance with the provisions of subdivision B 31 of Code of Virginia, § 46.2-208, to obtain vehicle owner information regarding the registered owners of vehicles that committed a violation of Code of Virginia, §§ 46.2-873 or

46.2-878.1. Any such information provided to such private vendor shall be protected in a database.

(h) Information collected by a photo speed monitoring device operated pursuant to this section shall be limited exclusively to that information that is necessary for the enforcement of school crossing zone and highway work zone speeding violations. Information provided to the operator of photo speed monitoring device shall be protected in a database and used only for enforcement against individuals who violate this section or Code of Virginia, §§ 46.2-873 or 46.2-878.1. Notwithstanding any other provision of law, all photographs, microphotographs, videotapes, or other personal information collected by a photo speed monitoring device shall be used exclusively for enforcing school crossing zone and highway work zone speed limits and shall not be (i) open to the public; (ii) sold or used for sales, solicitation, or marketing purposes; (iii) disclosed to any other entity except as may be necessary for the enforcement of school crossing zone and highway work zone speed limits or to a vehicle owner or operator as part of a challenge to the violation; or (iv) be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation of this section or Code of Virginia,§§ 46.2-873 or 46.2-878.1, or such information is requested upon order from a court of competent jurisdiction. Information collected under this section pertaining to a specific violation shall be purged and not retained later than 60 days after the collection of any civil penalties. The Bristol Virginia Police Department shall annually certify compliance with this section and make all records pertaining to such system available for inspection and audit by the commissioner of highways or the commissioner of the department of motor vehicles or his designee. Any person who discloses personal information in violation of the provisions of this subsection shall be subject to a civil penalty of $1,000.00 per disclosure. Any unauthorized use or disclosure of such personal information shall be grounds for termination of the agreement between the department of motor vehicles and the private entity.

Conspicuous signs shall be placed within 1,000 feet of any school crossing zone or highway work zone at which a photo speed monitoring device is used, indicating the use of the device. There shall be a rebuttable presumption that such sign was in place at the time of the commission of the speed limit violation.

First Reading:
Second Reading:
Adopted:
Effective date:

Votes:

Farnum:
Holmes:
Nave:
Pollard:
Osborne:

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PASSED AND ADOPTED by the City Council of the City of Bristol, Virginia, at a regularly scheduled meeting of said Council on the ___ day of _____2023.

(SEAL)

Attest: William J. Lamie
Clerk of the City of Bristol, Virginia

_____ _____

William J. Lamie, City Clerk Neal Osborne, Mayor

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Clerk

Staff Contact: William Lamie,

AGENDA ITEM WORDING:
Approval of Minutes of the November 15, 2022, Called Meeting of the City Council

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ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Minutes 11.15.22.pdf

MINUTES
Called Meeting of the City Council
Tuesday, November 15, 2022
6:00 PM

Present: Neal Osborne, Bill Hartley, Anthony Farnum, Kevin Wingard
Absent: none
Present by Electronic Means: Becky Nave
Staff Present: Randall C. Eads, City Manager/City Attorney; Janet Jennings, Chief Financial Officer; Jay Detrick, Director of Community Development and Planning. Gene Christian, A/V Specialist; William Lamie, City Clerk.

Call to Order
Mayor Farnum called the meeting to order at 6:01 p.m.

Moment of Silence

Pledge of Allegiance

A. Mayor's Minute and Council Comments
Councilmember Hartley reminded people that there are many activities happening in the City such as the Christmas Tree lighting and the Christmas parade.

B. Adoption of agenda.

Councilmember Osborne requested that council amend the order of tonight's agenda. Specifically, move the Closed Session to immediately following the City Manager's Comments as someone calling in for the Closed Session has a time commitment.
Councilman Osborne moved to adopt the agenda with the change of moving the Closed Session after the City Manager's Comments and prior to Matters to be Presented by Members of the Public, non-agenda items; seconded by Hartley.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

C. City Manager's Comments

City Manager Eads commended David McConnell, Fleet Maintenance Manager, for recognizing that another employee was having a heart attack and immediately seeking help. Mr. Eads stated that David McConnell likely saved a fellow employee's life with his quick actions.

D. Closed Session

D1. Closed Session. Pursuant to Section 2.2-3711.A7, Code of Virginia, 1950, as amended. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in an open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. (Legal: City of Bristol, Virginia v. BVU)

D2. Closed Session. Pursuant to Section 2.2-3711.A8, Code of Virginia, 1950, as amended. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel (October 25, 2022, City Council Agenda Item).

Councilman Osborne moved to enter into Closed Session for the reasons presented; seconded by Hartley.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

Council entered into Closed Session at 6:06 p.m.
Council returned from Closed Session at 8:11 p.m.

By roll call vote council members certify that only business matters lawfully exempted from open meeting requirements as specified in the motion to convene in executive session were discussed.

Ayes: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum
Nays: none

E. Matters to be Presented by Members of the Public- Non-Agenda Items.

Stephanie Rosenwinge, a resident of Bristol, Virginia, addressed Council. Ms. Rosenwinge expressed her opposition to the proposed pro-life zoning ordinance.
Jeff Carico, a resident of Bristol, Virginia, addressed Council. Mr. Carico spoke in favor of the proposed pro-life zoning ordinance.
Isha Youhas, a resident of Bristol, Virginia, addressed Council. Mrs. Youhas stated that she is a licensed attorney and is willing to help City Council with any legal issues or questions it has regarding the pro-life zoning ordinance.
Katherine Elkins, a resident of Bristol, Virginia, addressed Council. Ms. Elkins spoke in favor of the proposed pro-life zoning ordinance.
Sarah Wingard, a resident of Bristol, Virginia, addressed Council. Mrs. Wingard spoke in favor of the proposed pro-life zoning ordinance.
Roy Stanley, a resident of Bristol, Virginia, addressed Council. Mr. Stanley spoke in favor of the proposed pro-life ordinance.

REGULAR AGENDA

1. Approval of a Special Use Permit 02-2022, Multi-family Residential in a B-3 District, Randolph Street

Jay Detrick, Director of Community Development and Planning, gave the staff report. Mr. Detrick stated that Michael Bare has submitted an application for a special use permit to allow multi-family residential in a B-3 General Business District zoning district for property owned by Terry Moore and Patricia Henson. Bristol City Code Section 50-32 lists the permitted uses for this zoning district and multifamily is only allowed with a special use permit. Density and yard requirements for a permit allowing multifamily in a B-3 would be in accordance with the R-3 requirements. This is not a rezoning request. The special use permit allows for a specific use to occur without changing the zoning district. The site is property located between Randolph Street, Winterberry Drive, and Monroe Street. The property consists of 12 vacant lots and one lot with a single-family dwelling. The proposed project is to construct 30 to 35 townhouse units on the property, depending on engineering and utility capacity. The Planning Commission recommended the request for a joint public hearing with the City Council at its September 19, 2022 meeting. The joint public hearing was held at the regular meeting of the City Council on October 11. The Planning Commission recommended the special use permit for approval at its October 17, 2022 meeting by a 5-0 vote. Following the evaluation of the application, staff finds the proposed use would not negatively impact the surrounding area since multi-family is a less intense use than many of the by right uses in a B-3 District. The proposal also addresses a demonstrated need in Bristol for additional housing. Staff, therefore, recommends that the special use permit be granted.

Councilman Osborne moved for approval of special use permit 02-2022 and reading of the resolution by caption only; seconded by Hartley.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

Mr. Detrick read the following resolution by caption only:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISTOL, VIRGINIA GRANTING A SPECIAL USE PERMIT (SU #02-2022) FOR TAX MAP PARCELS 23-9-4-1 THROUGH 23-9-4-11 AND 33-3-4-12 THROUGH 13, MULTIFAMILY RESIDENTIAL IN A B-3 ZONING DISTRICT

2. Approval of First Amendment to Agreement for Purchase and Sale of Real Property.

Brandon Horne, a resident of Bristol, Virginia, addressed Council. Mr. Horne coaches the Bristol Virginia Junior Bearcats and they use the soccer fields on Bonham Road to practice. This property is a valuable asset to the children and he asked that Council find options for fields for the children if this property is sold.
Jackie Nophlin, a resident of Bristol, Virginia, addressed Council. Ms. Nophlin said that she lives in the vicinity of this land on Bonham Road and wants to know what is being considered for development on the property in question.
City Manager Eads gave the staff report. Mr. Eads stated that in 2018, Bristol, Virginia, and KBM Commercial Properties, LLC entered into an agreement for the purchase and sale of real property located at the corner of Old Airport Road and Bonham Road. This property, commonly known as the White Site, contains approximately 10.56 acres of land. This amendment contains

certain restrictions and amendments to the Agreement to allow for the sale of the property. Mr. Eads also reminded Council that approval of this will require a 4-1, supermajority, vote by Council.

Councilman Osborne moved for approval of the First Amendment to the Agreement for purchase; seconded by Hartley.
Councilmember Osborne expressed concerns for the children who currently used the fields for athletics. If this field is sold, we need to focus on an alternative for the children, Osborne said.
Councilmember Nave said she is also concerned about selling this property and we need to identify another area for the children.
Mayor Farnum said the sale of this property has been discussed for a long time and he is not sure what the developer has in mind for this property. Therefore, he has concerns over what might be developed there.
Motion Failed: 3 - 2
Voting For: Bill Hartley, Becky Nave, Kevin Wingard
Voting Against: Neal Osborne, Anthony Farnum.

3. Supplemental Budget Appropriation totaling $965,736.

Janet Jennings, Chief Financial Officer, gave the staff report. Mrs. Jennings said the requested appropriations are as follows:

Fire - Hazardous Materials Emergency - ERS
Appropriate reimbursement from Virginia Department of Emergency Management (VDEM) for Fire Department response on August 7[111].

Revenue	3-001-24010-0046	Dept. of Emergency Mgmt.	$9,422
Expenditure	4-001-35050-6014	Operating Supplies	6,192
Expenditure	4-001-35050-1238	Overtime	3,230

Sheriff and Jail
Appropriate Project Lifesaver donation, reimbursements from the State for travel related to extraditions and reimbursements from Highlands Community Service (CITAC) for overtime.

Revenue	3-001-18020-0024	Project Lifesaver	$1,018
Revenue	3-001-23010-0011	State Travel Reimbursements	1,515
Revenue	3-001-19010-0021	Recovered Costs	3,781
Expenditure	4-001-33030-5862	Project Lifesaver	1,018
Expenditure	4-001-33010-5530	Travel Expense	1,515
Expenditure	4-001-33010-1239	Overtime	3,781

City Attorney
Appropriate beginning balance to pay additional legal fees.

Revenue	3-001-10110-0001	Beginning Fund Balance	$350,000
Expenditure	4-001-12030-3140	Professional Services	350,000

Transfers
Appropriate funding from General Fund to pay professional services incurred by the Solid Waste Disposal Fund including wastewater sampling ($74,000), monthly topographic surveys ($91,000), south leachate cleanout improvement ($200,000) and

equipment rental and supplies ($35,000); Solid Waste Disposal Fund appropriation was approved at the October 25th Council meeting.

Revenue	3-001-10110-0001	Beginning Fund Balance	$400,000
Expenditure	4-001-99000-9201	Transfer to Solid Waste	400,000

Transfers
Appropriate funding from General Fund to pay professional services incurred by the Solid Waste Disposal Fund including landfill temperature monitoring project administration and CQA ($80,000) and flare performance testing ($20,000).

Revenue	3-001-10110-0001	Beginning Fund Balance	$100,000
Expenditure	4-001-99000-9201	Transfer to Solid Waste	100,000

SOLID WASTE DISPOSAL FUND $100,000

Disposal Services
Appropriate funding from the General Fund to pay for additional professional services incurred by the Solid Waste Fund including landfill temperature monitoring project administration and CQA ($80,000) and flare performance testing ($20,000).

Revenue	3-004-20000-0004	Transfer from General Fund	$100,000
Expenditure	4-004-12010-3140	Professional Services	100,000

Councilman Osborne moved to approve the supplemental appropriation; seconded by Hartley.
Motion Passed: 4-1
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Anthony Farnum.
Voting Against: Kevin Wingard

4. Quarterly Financial Update - Fiscal Year 2022-2023.

Janet Jennings, Chief Financial Officer, gave the financial update.
Councilmember Osborne said there is some good news in the budget such as lodging and meal tax increases.
Councilmember Hartley thanked the CFO for the presentation. Councilmember Hartley reminded people that no revenue is coming in from the landfill.

F. Ordinances Second Reading

F1. Second Reading of An Ordinance to Create a Zoning Map Amendment for Property Located on Veda Drive, Everett Street, Gate City Highway and Andover Drive

Jay Detrick, Director of Community Development and Planning gave the staff report. Mr. Detrick stated that the City of Bristol is requesting a zoning map amendment for multiple properties on Veda Drive, Everett Street, Gate City Highway and Andover Drive. The current zoning for these properties is R-2, Single and Two-Family Residential and O-I, Office-Institutional and the proposed zoning district would be B-3, General Business District. City Council approved the request on first ordinance reading at the October 25, 2022 meeting by a vote of 5-0.

Councilman Osborne moved for a second reading of the ordinance by caption only; seconded by Hartley.
Motion Passed: 5-0

Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: none

Mr. Detrick read the following ordinance by caption:

ORDINANCE NO. 22-17
AN ORDINANCE BY THE CITY COUNCIL OF BRISTOL, VIRGINIA APPROVING A REQUEST TO AMEND THE CITY ZONING MAP FROM SINGLE AND TWO-FAMILY RESIDENTIAL (R-2) TO GENERAL BUSINESS DISTRICT (B-3) FOR PROPERTY DESCRIBED AS TAXMAP PARCELS: • 22-2-1-4A, 5, 5A, 6, 6A, 7, 8, 8A, 9 • 22-2-2-2A, 3, 4, 5, 5A, 6, 7, 7A, 8, 8A, 9, 9A, 10 • 22-7-1-10, 11, 12, 13, 14, 15, 16, 17, 18 • 22-7-2-11, 12 • 374-1-B-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 • 413-1-18, 24, 25 • 413-2-6-2, 3 • 413-5-1 • 414-A-1, 2, 3, 4, 5, 6, 7, 7A, 7B, 8, 9, 10, • 414-2-2-13, 14, 15, 16
AND A REQUEST TO AMEND THE CITY ZONING MAP FROM OFFICE AND INSTITUTIONAL (O-I) TO GENERAL BUSINESS DISTRICT (B-3) FOR PROPERTY DESCRIBED AS A PORTION OF TAXMAP PARCEL 414-A-12

Councilman Osborne moved for adoption of the ordinance as presented; seconded by Hartley.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: none

CONSENT AGENDA

1. Notice of Payment to McGuireWoods for Legal Services Rendered through 9/30/22 - $246,042.75

Councilman Osborne moved for approval of the consent agenda as presented; seconded by Hartley.
Motion Passed: 4-1
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Anthony Farnum.
Voting Against: Kevin Wingard

G. Adjournment

There being no further business, the meeting adjourned at 9:32 p.m

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Clerk

Staff Contact: William Lamie,

AGENDA ITEM WORDING:
Approval of Minutes of the November 22, 2022, City Council Meeting.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Minutes 11.22.22.pdf

MINUTES
Regular Meeting of the City Council
Tuesday, November 22, 2022
6:00 PM

Present: Neal Osborne, Bill Hartley, Anthony Farnum, Kevin Wingard, Becky Nave
Absent: None
Staff present: Randall C. Eads, City Manager/City Attorney; Janet Jennings, Chief Financial Officer; Gene Christian, A/V Technician; William Lamie, City Clerk.

Call to Order

Mayor Farnum called the meeting to order at 6:01 a.m.

Moment of Silence

Pledge of Allegiance

A. Mayor's Minute and Council Comments

Councilmember Osborne reminded the public that there are many events coming up in the next few weeks, such as the Christmas Tree lighting and Christmas parade.
Councilmember Hartley reminded the public that this coming Saturday is Small Business Saturday.

B. City Manager's Comments

City Manager Eads said he misspoke at the last City Council meeting regarding the vote on the White Site. Mr. Eads said he stated the vote would require a super-majority vote for the item to pass, but it only requires a regular majority vote. Therefore, the motion did pass.

C. Matters to be Presented by Members of the Public- Non-Agenda Items.

Mayor Farnum noted that no one signed up to speak on a non-agenda item.

D. Adoption of agenda.

Councilman Osborne moved for adoption of the agenda as presented; seconded by Hartley.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

REGULAR AGENDA

1. Approval of a Release Deed and Termination of Right of First Refusal for Real Property Owned by Bristol Brewery, LLC, located at 41 Piedmont Avenue.

Randall Eads, City Manager, gave the staff report. Mr. Eads stated that on August 21, 2014, Bristol Brewery, LLC entered into a performance agreement with the City and the Industrial Development Authority (IDA) for property located at 41 Piedmont Avenue. The performance agreement included a Note and lien on the Deed of Trust. Multiple performance expectations were included in the agreement, such as capital investments, employment requirements, job reports and audits, and certain sales tax requirements. One such requirement was that Bristol Brewery, LLC, would operate their business at the location for a period not less than ten years. Also, the agreement stipulated that Bristol Brewery, LLC would give the City and IDA first right of refusal to purchase the property if it was to be sold within ten years of the agreement. Bristol Brewery, LLC has met all of the obligations in the agreement except for operating the business at the location for ten years. In 2019, the City filed a Certificate of Partial Satisfaction for release of the Note after Bristol Brewery, LLC met all of the financial obligations of the agreement. The Deed of Trust, however, remained in force.
Bristol Brewery, LLC, wishes to sell its property at 41 Piedmont and is asking for a release of the lien on the Deed of Trust and for termination of right of first refusal. An interested party wishes to purchase the property and operate a restaurant at the location.

Councilman Osborne moved for approval of a Release Deed and Termination of Right of First Refusal for Bristol Brewery, LLC; seconded by Nave.
Councilmember Osborne thanked Ken Monyak for what he did with his brewery as it was a fantastic business.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

2. Approval to Allow SCS Field Services to Bid ITB# SW-23-010 Sidewall Odor Mitigation System that is currently out for Bid.

Randall Eads gave the staff report. Mr. Eads stated that on November 7, 2022, the City issued an ITB for the Sidewall Odor Mitigation System that is required by the Expert Panel Report to mitigate odors associated with the landfill. The City held a pre-bid conference on November 15, 2022, and no potential bidders attended the pre-bid conference.

Virginia Code § 2.2-4373 states "No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, a public body may permit such person to submit a bid or proposal for that procurement or any portion thereof if the public body determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body."
SCS Engineering prepared the ITB for the Sidewall Odor Mitigation System. Based on the lack of interest in bidding on the project, SCS Engineering has suggested SCS Field Services could bid on the project. However, pursuant to the above-mentioned code section, SCS Field Services is prohibited from bidding on the project unless the City Council "determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body."
On Friday, November 18, 2022, the City did receive a phone call from a potential bidder but they could not guarantee a bid would be submitted.

Councilman Osborne moved to approve SCS Field Services to submit a bid on ITB #SW-23-010; seconded by Hartley.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

3. Approval of the Electronic Participation Policy for Remote Participation and All Virtual Public Meetings Policy

Randall Eads gave the staff report. Mr. Eads stated this policy is updated to reflect the Code of Virginia's September updates regarding new electronic meeting guidelines.

Councilman Osborne moved to approve the Electronic Participation Policy; seconded by Nave.
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

4. Supplemental Budget Appropriation totaling $1,199,200

Janet Jennings, Chief Financial Officer, gave the staff report. Mrs. Jennings said the appropriation consists of

GENERAL FUND $599,600
Transfers
Appropriate funding from the General Fund to pay for additional professional services incurred by the Solid Waste Disposal Fund including landfill gas extraction well leachate monitoring and reporting ($233,600) and the fiscal year 2022-23 monthly operation and maintenance agreement ($366,000
Revenue 3-001-10110-0001 - Beginning Fund Balance $599,600
Expenditure 4-001-99000-9201- Transfer to Solid Waste 599,600

SOLID WASTE DISPOSAL FUND $599,600
Disposal Services Appropriate funding from the General Fund to pay for additional professional services incurred by the Solid Waste Disposal Fund including landfill gas extraction well leachate monitoring and reporting ($233,600) and the fiscal year 2022-23 monthly operation and maintenance agreement ($366,000).
Revenue 3-004-20000-0004 - Transfer from General Fund $599,600
Expenditure 4-004-12010-3140 - Professional Services 599,600

Councilman Osborne moved to approve the supplemental budget appropriation of $1,199,200; seconded by Hartley
Motion Passed: 5-0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

5. Birthplace of Country Music (BCM) Appropriation - $100,000

Michael Pollard, a resident of Bristol, Virginia addressed Council. Mr. Pollard said this item comes down to a $500,000 agreement made by a previous Council member. Mr. Pollard said BCM was already given $50,000 for work on the annex and that Council decided the payments to BCM had been satisfied.
Ed Harlow, a resident of Bristol, Virginia, addressed Council. Mr. Harlow said that Council made a commitment to BCM and we should fulfill that commitment.
Randall Eads gave the staff report. Mr. Eads said that in 2011, the former council agreed to appropriate $500,000 to BCM over a five-year period. Due to budgetary constraints in 2017, the Council decided against appropriating the last $100,000.

Councilman Hartley moved to appropriate $100,000 to The Birthplace of Country Music; seconded by Nave.
Councilmember Hartley said this happened when he was on Council. Hartley said there is a need for these funds and we should honor our commitment to BCM.
Councilmember Nave said we should fulfill our commitment to BCM.
Councilmember Osborne said we should keep our word to BCM and give them the $100,000.
Mayor Farnum said he loves the museum, but we don't know how much the landfill remediation will cost and there are many other needs in the city.
Motion Passed: 3-2
Voting For: Bill Hartley, Becky Nave, Neal Osborne
Voting Against: Kevin Wingard and Anthony Farnum

E. Adjournment
There being no further business, the meeting adjourned at 6:41 p.m.

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Clerk

Staff Contact: William Lamie,

AGENDA ITEM WORDING:
Approval of Minutes of the December 6, 2022, Called Meeting of the City Council.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Minutes 12.6.22.pdf

MINUTES
Called Meeting of the City Council
Tuesday, December 06, 2022
8:00 AM

Present: Neal Osborne, Bill Hartley, Anthony Farnum, Kevin Wingard
Absent: none
Present by Electronic Means: Becky Nave
Staff Present: Randall C. Eads, City Manager/City Attorney; Jake Chandler, Director of Public Works; Gene Christian, A/V Specialist; William Lamie, City Clerk.

Call to Order

Mayor Farnum called the meeting to order at 8:01 a.m.

A. Adoption of Agenda

Moved by Neal Osborne to approve the agenda as presented; seconded by Bill Hartley.
Motion Passed: 5 - 0
Voting For: Hartley, Nave, Osborne, Wingard, Farnum
Voting Against: None

CALLED MEETING AGENDA

1. Approval of Award to SCS Field Services for Sidewall Odor Mitigation System (Bid #SW-23-010)

City Manager Eads gave the staff report. Mr. Eads stated we have recently spent 3.1 million dollars on unbudgeted landfill projects. We have approximately 54.7 million dollars in projects at the landfill left to complete.
The Invitation for Bids for the Sidewall Odor Mitigation System Project (Bid Number: SW-23-010) was issued on November 7, 2022, with proposals due at 2:00 pm on November, 22 2022. Due to limited interest in the project, the bid due date was extended to 2:00 p.m. on November 29, 2022. One response was received. The bid was considered responsive; therefore, it is recommended by the City Manager, Procurement Specialist, and Public Works Director that bid SW-23-010 be awarded to SCS Field Services. The potential total bid received from SCS Field Services for completion of Phase 1 and Phase 2 of the project is $11,998,080.00.

Moved by Neal Osborne to approve the award to SCS Field Services for the Sidewall Odor Mitigation System (Bid #SW-23-010); seconded by Bill Hartley.
Councilmember Wingard said we are in unchartered territory, and putting a mandate on something that hasn't been done before doesn't make sense. We need some sort of assurance that this project will work. We need to figure out how we will move forward without bankrupting the city.

City Manager Eads said no one is certain if this sidewall project will work. Mr. Eads stated there is only one clear solution to solve the landfill problem and that is to mine the entire landfill and take the waste somewhere else. The cost associated with this clean closure project would be around $250,000,000.
Councilmember Wingard said that government has zero business being in the business of making money. This landfill will be the financial nail that buries the city, but, regardless, we have to move forward and keep working to fix the problems at the landfill.
Councilmember Hartley said we are under an extremely tight timeline to complete this sidewall project, and this is a huge amount of money.
City Manager Eads said $8.7 million of the cost for the project will come from ARPA funds, $2 million will come from the Virginia Department of Environmental Quality, and the remainder will come from the city's beginning balance.
Councilmember Nave said we need to continue to ask for and work for funding with our state and federal officials.
Councilmember Wingard said the reason we had to close the landfill was because of the odor and lawsuits related to that odor. If the odor stops and we can eliminate the gases escaping from the landfill, the City Council should consider reopening the landfill because of the high costs. The landfill will never be right until it is full and capped, Wingard said.
Councilmember Hartley said he would never vote to reopen the landfill. The landfill has lost $150 million dollars and we should never consider reopening it.

Motion Passed: 5 - 0
Voting For: Hartley, Nave, Osborne, Wingard, Farnum
Voting Against: None

2. Approval of Award to SCS Field Services for Landfill Gas Operation, Monitoring, and Maintenance (Bid #SW-23-011)

City Manager Eads gave the staff report. The City initially went out to bid for maintenance services in 2019 and we entered into a bid with SCS in January of 2020. The Invitation for Bids for the Bristol Integrated Solid Waste Management Facility Landfill Gas Operation, Monitoring, and Maintenance Services (Bid Number: SW-23-011) was issued on November 17, 2022, with proposals due at 2:00 p.m. on December 1, 2022. One response was received. The bid was considered responsive; therefore, it is recommended by the City Manager, Procurement Specialist, and Public Works Director that bid SW-23-011 be awarded to SCS Field Services. The cost for Task 1 is $66,000 per month. The cost for Tasks 2 and 3 is dependent upon a time and materials basis according to SCS Field Services' current fee schedule, which was included in their response. City Manager Eads said this will be a three-year contract and the scope of services had increased from the 2019 bid.
Moved by Neal Osborne to approve the award to SCS Field Services for Landfill Gas Operation, Monitoring, and Maintenance; seconded by Bill Hartley.
Motion Passed: 5 - 0
Voting For: Hartley, Nave, Osborne, Wingard, Farnum
Voting Against: None

B. Adjournment

There being no further business, the meeting adjourned at 8:48 a.m.

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Clerk

Staff Contact: William Lamie,

AGENDA ITEM WORDING:
Approval of Minutes of the December 13, 2022, City Council Meeting.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Minutes 12.13.22.pdf

MINUTES
Regular Meeting of the City Council
Tuesday, December 13, 2022
6:00 PM

Present: Neal Osborne, Bill Hartley, Anthony Farnum, Kevin Wingard, Becky Nave
Absent: none
Staff Present: Randall C. Eads, City Manager/City Attorney; Janet Jennings, Chief Financial Officer; Jay Detrick, Director of Community Development and Planning; Melanie Fleenor, Director of Transit and Special Events; Gene Christian, A/V Specialist; William Lamie, City Clerk.

Call to Order

Mayor Farnum called the meeting to order at 6:03 p.m.

Moment of Silence

Pledge of Allegiance

A. Mayor's Minute and Council Comments

Mayor Farnum said this is the last, regularly scheduled meeting with Bill Hartley and Kevin Wingard. Mayor Farnum thanked Hartley and Wingard for their time and dedication during their tenure on council and presented them with a plaque.
Councilmember Osborne said he will miss serving with Hartley and Wingard.
Councilmember Nave thanked Hartley and Wingard for everything they have done for the city.
Councilmember Hartley thanked council for the kind words and thanked the citizens of Bristol for giving him the opportunity to serve. Hartley also thanked Councilmember Wingard for his time on the council.
Councilmember Wingard said his time on City Council has been a learning experience. Councilmember Wingard said that former Councilmembers Kevin Mumpower and Doug Fleenor helped to get the finances of the City back on track. Also, Wingard noted that it is important for everyone to stay positive and know that Bristol can overcome these obstacles.

B. City Manager's Comments

City Manager Eads said Hartley and Wingard have been a true asset to the city and their leaving will be a huge hole for the city.

C. Matters to be Presented by Members of the Public- Non-Agenda Items.

Becky Evenden, a resident of Bristol, Tennessee, addressed Council. Mrs. Evenden said there are still people in the area who cannot sleep in their homes because of the landfill. Mrs. Evenden said the landfill is an environmental disaster, and an emergency declaration needs to be declared to assist with state and federal help.
Angie Bush, a resident of Abingdon, Virginia, addressed Council. Ms. Bush spoke in favor of creating an ordinance to prevent abortion clinics from coming to Bristol, Virginia.

Jeff Carico, a resident of Bristol, Virginia, addressed Council. Mr. Carico spoke in favor of the safe zone ordinance.
Chris Perrin, Marketing Director of Discover Bristol, addressed Council. Mr. Perrin said that Discover Bristol has worked diligently to create tourism revenue for Bristol. Blue Ridge Outdoors magazine named Bristol a 2022 top adventure town for the medium town category.

D. Adoption of agenda.

Moved by Neal Osborne to accept the agenda as presented; seconded by Hartley.
Motion Passed: 5 - 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

REGULAR AGENDA

1. Proclamations Honoring Thomas Covington and Jasper Cheers on Achieving the Rank of Eagle Scout.

City Manager Eads gave the staff report. Thomas Covington and Jasper Cheers are members of the Boy Scouts of America Troop 8, located at State Street United Methodist Church in Bristol. Both individuals recently attained the rank of Eagle Scout, the highest rank in Boy Scouts. Both scouts completed service projects in the community as a prerequisite for achieving their Eagle Scout rank. The foremost responsibility of the Eagle Scout is to live with honor and set an example for others to follow. The scout must also be loyal and devoted to his family, community, and country. The Eagle Scout has a servant's heart and stands as a protector of others, and continues his service to others throughout his life. A Scout will always "Be Prepared" to stand as an example to others

Mr. Eads read the following proclamations:

Proclamation Honoring Jasper Cheers in Achieving the Rank of Eagle Scout
WHEREAS, the Boy Scouts of America has existed for more than a century and has created a strong foundation for leadership, service, and community for millions of young Americans since its inception and,
WHEREAS, Boy Scouts lead by example and encourage each other to live by the values expressed by the Scout Oath and Scout Law and,
WHEREAS, the rank of Eagle Scout is the highest achievement and rank attainable in the Boy Scouts of America, with less than five percent of scouts achieving the rank of Eagle Scout and,
WHEREAS, Jasper Cheers is a member of Boy Scout Troop 8, sponsored by State Street United Methodist Church in Bristol, Virginia, and,
WHEREAS, Jasper Cheers achieved the rank of Eagle Scout in 2022, and,
WHEREAS, for his community service project, Jasper constructed trash receptacles for the Bristol and Mendota Trailheads of the Mendota Trail to be used by individuals to prevent littering on the trail, and,
WHEREAS, Jasper's dedication and hard work to achieve the rank of Eagle Scout demonstrates his determination to prepare himself for a meaningful, impactful, helpful, and productive role in society,

NOW, THEREFORE, BE IT RESOLVED that the City Council of Bristol does hereby honor Jasper Cheers of Boy Scout Troop 8 on his achievement of attaining the rank of Eagle Scout, the highest rank in Boy Scouts. Adopted this 13th day of December 2022.

Proclamation Honoring Thomas Covington in Achieving the Rank of Eagle Scout
WHEREAS, the Boy Scouts of America has existed for more than a century and has created a strong foundation for leadership, service, and community for millions of young Americans since its inception and,
WHEREAS, Boy Scouts lead by example and encourage each other to live by the values expressed by the Scout Oath and Scout Law and,
WHEREAS, the rank of Eagle Scout is the highest achievement and rank attainable in the Boy Scouts of America, with less than five percent of scouts achieving the rank of Eagle Scout and,
WHEREAS, Thomas Covington is a member of Boy Scout Troop 8, sponsored by State Street United Methodist Church in Bristol, Virginia, and,
WHEREAS, Thomas Covington achieved the rank of Eagle Scout in 2022, and,
WHEREAS, for his community service project, Thomas constructed horse stalls for a local, non-profit equine therapy program to provide happiness and treatment for disabled and under-privileged children, and,
WHEREAS, Thomas's dedication and hard work to achieve the rank of Eagle Scout demonstrates his determination to prepare himself for a meaningful, impactful, helpful, and productive role in society,
NOW, THEREFORE, BE IT RESOLVED that the City Council of Bristol does hereby honor Thomas Covington of Boy Scout Troop 8 on his achievement of attaining the rank of Eagle Scout, the highest rank in Boy Scouts. Adopted this 13th day of December 2022.

Moved by Neal Osborne to accept the proclamations as presented; seconded by Nave.
Councilmember Hartley congratulated the scouts and reminded them it is an honor to become and Eagle Scout.
Motion Passed: 5 - 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

2. A Proclamation Designating December 15th as Brenda Dunn Day

City Manager Eads gave the staff report. Brenda Dunn began working at the Bristol Public Library in 1972. Since then, Ms. Dunn has provided exemplary service to the citizens of both Bristol's through her work at the library. This proclamation is to recognize Ms. Dunn for her fifty years of service to our public library and to the citizens of Bristol, Virginia, and Tennessee. Mr. Eads read the following proclamation:

***WHEREAS**, Brenda Dunn began officially working at the Bristol Public Library, serving the citizens of the Cities of Bristol, VA, and TN, on December 15, 1972, for $1.65 per hour.*
***WHEREAS**, Brenda Dunn has continued to provide exemplary service for the Bristol Public Library and its community for 50 years as of December 15, 2022.*
***WHEREAS**, the Cities of Bristol, Virginia, and Tennessee recognize the valuable contributions Brenda Dunn has made to meet the needs of our citizens with professionalism and integrity during these 50 years.*

***WHEREAS**, the Cities of Bristol, Virginia, and Tennessee recognize the dedication and commitment Brenda Dunn has made to the Bristol Public Library.*

***WHEREAS**, the Cities of Bristol, Virginia, and Tennessee are privileged to honor Brenda Dunn for their unprecedented number of years of service to the Bristol Public Library and for helping to create and fulfill the Library's mission of "Expanding Minds and Building Community."*

***WHEREAS**, Brenda Dunn is a Library activist defending intellectual freedom and equal access to information for everyone in the Cities of Bristol, VA, and TN community.*

***WHEREAS**, Brenda Dunn has served as a library Page, Circulation Assistant, Technical Services worker, Accountant, Administrative Assistant, Acting Director, and Director of Finance.*

***NOW**, **THEREFORE**, be it resolved that the Mayor of Bristol, Virginia, and the Mayor of Bristol, Tennessee, proclaim December 15, 2022, as **Brenda Dunn Day**. All residents are encouraged to visit their library, explore what is new at your library, and engage with your librarian because Libraries and Library Workers like Brenda Dunn transform lives. Adopted this 13th day of December 2022.*

Moved by Neal Osborne to accept the proclamations as presented; seconded by Nave.
Councilmember Hartley said fifty years is an amazing achievement.
Mayor Farnum said the library has a tremendous amount of assets and we appreciate Brenda's work in Bristol.
Motion Passed: 5 - 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

3. A Resolution of Support for an Application by the City of Bristol, TN for TDOT Traffic Signal Modernization Program Grant Funding

Melanie Fleenor, Director of Transit and Special Events, gave the staff report. Mrs. Fleenor noted that the Cities of Bristol, Virginia, and Bristol, Tennessee have a longstanding maintenance agreement that dictates which City maintains traffic signal equipment and operations at intersections along State Street. The City of Bristol, Tennessee is responsible for the signal at the intersection of West State Street, Euclid Avenue, and Gate City Highway. The City of Bristol, Tennessee intends to submit an application to the TDOT Traffic Signal Modernization Program (TSMP) for the 2022-2023 grant cycle to partially fund the modernization and upgrade of the connected signal systems at the aforementioned intersection, as well as at the intersections of West State Street and Carson Street and West State Street and 24th Street.
The safe, efficient movement of goods and people through the intersection of West State Street, Euclid Avenue, and Gate City Highway is of significant importance to both Cities. The City of Bristol, Tennessee is requesting a letter of support from the City of Bristol, Virginia to demonstrate the joint importance of this intersection and the need for the requested grant funding.
The City of Bristol, Tennessee has applied for this grant funding in previous years but none of the applications were successful. This is the first time that the City of Bristol, Tennessee has requested a resolution of support from the City of Bristol, Virginia for this particular grant application.

Mr. Eads read the following resolution:

A Resolution of Support for Application by the City of Bristol, Tennessee for the Tennessee Department of Transportation (TDOT) Traffic Signal Modernization Program (TSMP) Grant Funding
***WHEREAS**, The Tennessee Department of Transportation (TDOT) established the Traffic Signal Modernization Program (TSMP) in 2019 with $500,000 in annual funding to municipalities; and*
***WHEREAS**, Funds for the 2022-2023 grant cycle are to be awarded on a competitive basis to help communities and their local traffic signal maintaining agencies modernize existing traffic signal equipment and operations; and*
***WHEREAS**, The Cities of Bristol, Virginia and Bristol, Tennessee have a longstanding maintenance agreement that the City of Bristol, Tennessee would maintain the traffic signal equipment and operations at the intersection of West State Street and Euclid Avenue/Gate City Highway; and*
***WHEREAS**, The City of Bristol, Tennessee intends to submit an application to the TSMP for the 2022-2023 grant cycle to partially fund the modernization and upgrade of the connected signal systems at the intersections of West State Street and Euclid Avenue/Gate City Highway; West State Street and Carson Lane; and West State Street and 24th Street; and*
***WHEREAS**, The City of Bristol, Tennessee requests a letter of support from the City of Bristol, Virginia as a demonstration of the joint importance of the traffic signal at West State Street and Euclid Avenue/Gate City Highway to the safe and efficient movement of goods and people through both Cities.*
***NOW, THEREFORE, BE IT RESOLVED** that the proposed SS4A Action Plan Grant application described above is endorsed and supported by the City Council of the City of Bristol, Virginia.*

Moved by Neal Osborne to approve the resolution as presented; seconded by Hartley.
Motion Passed: 5 - 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

4. A Resolution for Blanket Project Funding Commitment and for Blanket Signature Authority.

City Manager Eads said we do this resolution every two years and it gives him the authority to sign off on projects that receive VDOT funding.
City Manager Eads read the following resolution:
RESOLUTION FOR BLANKET PROJECT FUNDING COMMITMENT AND FOR BLANK SIGNATURE AUTHORITY
WHEREAS, the City of Bristol administers transportation projects under agreement with the Virginia Department of Transportation; and
WHEREAS, the City of Bristol desires to provide clear commitment for funding these transportation projects and clear signature authority for signing the Project administration agreements.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bristol, Virginia, that: 1. The City of Bristol hereby commits to fund its local share of preliminary engineering, right-of- way and construction (as applicable) of the projects(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s). 2.

The City Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation
Adopted this 13th day of December 2022.

Moved by Neal Osborne to approve the resolution as presented; seconded by Hartley.
Motion Passed: 5 - 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum.
Voting Against: None

5. Public Hearing for Updates to Chapter 50 Article II, Division 18 Section 50-242, Definitions. Addition and deletion of permitted uses in Division 3, Land Uses.

Mayor Farnum opened the public hearing on behalf of the City Council.
Daniel Shew opened the public hearing on behalf of The Planning Commission

Michael Pollard, a resident of Bristol, Virginia, addressed Council. Mr. Pollard said he likes the new definitions, but the changes assign a day center to a B-3 zone. Mr. Pollard recommends day centers could be allowed in R-3 and R-4 zones with a special use permit.
Jay Detrick, Community Development Director, gave the staff report. Mr. Detrick said we have permitted uses in the land use section, but we don't have corresponding definitions. It is a best practice to have definitions for those uses.

Mayor Farnum closed the public hearing on behalf of the City Council and Daniel Shew closed the public hearing on behalf of the Planning Commission

6. Supplemental Budget Appropriation totaling $430,000

Janet Jennings, Chief Financial Officer, gave the staff report. Mrs. Jennings stated that this budget appropriation includes:

GENERAL FUND $275,000
Tourism Promotion Program
Appropriate beginning fund balance from the General Fund to pay an additional subsidy to the Birthplace of Country Music, as adopted by City Council at the November 22nd meeting.
Revenue 3-001-10110-0001 Beginning Fund Balance $100,000
Expenditure 4-001-81030-5709 Bristol Country Music Association 100,000

Clear Creek Golf Course
Appropriate additional golf membership revenues to pay for professional marketing costs associated with the membership drive.
Revenue 3-001-16065-0001 Membership and Green Fees $20,000
Expenditure 4-001-71040-3145 Professional Services/Marketing 20,000

Transfers
Appropriate beginning fund balance from the General Fund to pay additional professional services incurred by the Solid Waste Disposal Fund including capital project engineering design/bid docs/construction administration ($133,000) and surface emissions monitoring ($22,000).
Revenue 3-001-10110-0001 Beginning Fund Balance $155,000

Expenditure 4-001-99000-9201 Transfer to Solid Waste 155,000

SOLID WASTE DISPOSAL FUND $155,000
Disposal Services
Appropriate funding from the General Fund to pay for additional professional services incurred by the Solid Waste Disposal Fund including capital project engineering design/bid docs/construction administration ($133,000) and surface emissions monitoring ($22,000).
Revenue 3-004-20000-0004 Transfer from General Fund $155,000
Expenditure 4-004-12010-3140 Professional Services 155,000

Moved by Neal Osborne to approve the supplemental appropriation for $430,000 as requested; seconded by Hartley.
Motion Passed: 3 - 2
Voting For: Bill Hartley, Becky Nave, Neal Osborne.
Voting Against: Kevin Wingard and Anthony Farnum

E. Closed Session

1. Pursuant to Section 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 (appointment of council members to certain boards).

Moved by Neal Osborne to enter into closed session for the reasons stated; seconded by Hartley.
Motion Passed: 5 – 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum
Voting Against: none

Council entered into Closed Session at 6:59 p.m.
Council returned from Closed Session at 7:27 p.m.

By roll call vote council members certify that only business matters lawfully exempted from open meeting requirements as specified in the motion to convene in executive session were discussed.
Ayes: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum
Nays: none

CONSENT AGENDA

1. Approval of Minutes of the July 26, 2022, City Council Meeting.

2. Approval of Minutes of the August 9, 2022, City Council Meeting.

3. Approval of Minutes of the August 16, 2022, Called Meeting of the City Council.

4. Approval of Minutes of the August 23, 2022, City Council Meeting.

5. Approval of Minutes of the September 13, 2022, City Council Meeting.

6. Approval of Minutes of the September 27, 2022, City Council Meeting

7. Approval of Minutes of the September 30, 2022, Called Meeting of the City Council.

8. Approval of Minutes of the October 7, 2022, Called Meeting of the City Council

9. Approval of Minutes of the October 11, 2022, City Council Meeting

Moved by Neal Osborne to approve the consent agenda as presented; seconded by Nave.
Motion Passed: 5 – 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum
Voting Against: none

F. Adjournment

There being no further business, the meeting adjourned at 7:29 p.m.

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Clerk

Staff Contact: William Lamie,

AGENDA ITEM WORDING:
Approval of Minutes of the Called Meeting (Financial Workshop) of December 20, 2022.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Minutes_Fin. Workshop_12.20.22.pdf

MINUTES
Called Meeting of the City Council
Conference Room of the City Manager
Tuesday, December 20, 2022
5:15 PM

Present: Bill Hartley, Anthony Farnum, Kevin Wingard, Becky Nave
Absent: None
Present by Electronic Means: Neal Osborne
Staff Present: Randall C. Eads, City Manager/City Attorney; Janet Jennings, Chief Financial Officer; William Lamie, City Clerk

Call to Order

Mayor Farnum called the meeting to order at 5:19 p.m. and noted that Councilmember Osborne is calling into the meeting from his home.

A. Workshop Discussion Item

A.1 City Council Workshop on Financial Audit

Gordon Jones from Robinson, Farmer, Cox Associates presented the annual Comprehensive Financial Report for the City of Bristol, Virginia for the year ended June 30, 2022.

B. Adjournment

There being no further business, the meeting adjourned at 5:53 p.m.

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: City Clerk

Staff Contact: William Lamie,

AGENDA ITEM WORDING:
Approval of Minutes of the Called Meeting of December 20, 2022.

ITEM BACKGROUND:
N/A

PREVIOUS RELEVANT ACTION:

STAFF RECOMMENDATION:

DOCUMENTATION:

Minutes_Called Meeting 12.20.22.pdf

MINUTES
Called Meeting of the City Council
Tuesday, December 20, 2022
6:00 PM

Present: Bill Hartley, Anthony Farnum, Kevin Wingard, Becky Nave
Absent: none
Present by Electronic Means: Neal Osborne
Staff Present: Randall C. Eads, City Manager/City Attorney; Janet Jennings, Chief Financial Officer; Gene Christian, A/V Specialist; William Lamie, City Clerk

Call to Order

Mayor Farnum called the meeting to order at 6:02 p.m.

A. Adoption of Agenda

Moved by Bill Hartley to adopt the agenda as presented; seconded by Becky Nave.
Motion Passed: 5 – 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum
Voting Against: none

CALLED MEETING AGENDA

1. Presentation of the June 30, 2022 Audit Report.

Gordon Jones of Robinson, Farmer, Cox Associates presented the financial audit report to Council. Mr. Jones stated the landfill has been noted as a material weakness in the audit, as it does not generate enough money to cover its expenses. The net position of the Solid Waste Fund is negative 26.4 million dollars. The General Fund is healthy, Mr. Jones said, but the Solid Waste Fund is going in the opposite direction.

2. Extension of COVID-19 Leave Policy

City Manager Eads gave the staff report. Mr. Eads stated that City Council approved the COVID-19 Leave Policy at its regular scheduled meeting on February 8, 2022. The policy went into effect on February 9, 2022, and expired on June 30, 2022. Council extended the policy through December 31, 2022, at its regularly scheduled meeting on June 14, 2022.
Since the policy was first implemented, sixty-one staff members have used a total of 2,266 hours of COVID Leave. The City has recently seen an uptick in COVID cases, and there have been seven confirmed positive cases since November 1st. The request is to extend the leave policy until June 30, 2023.

Moved by Neal Osborne to approve an extension of the COVID-19 leave policy; seconded by Bill Hartley.
Motion Passed: 5 – 0
Voting For: Bill Hartley, Becky Nave, Neal Osborne, Kevin Wingard, Anthony Farnum
Voting Against: none

B. Adjournment

There being no further business, the meeting adjourned at 6:24 p.m.

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: Transit

Staff Contact: Melanie Fleenor, Transportation Planner

AGENDA ITEM WORDING:
Consideration of Street Closures for 2023 Quaker Steak and Lube Bike Nights on April 13th, May 4th, June 1st, July 6th, August 17th, September 21st, and October 5th.

ITEM BACKGROUND:
Quaker Steak and Lube has requested street closures associated with their Bike Night events. The streets to be closed are Piedmont Avenue from Goode Street/Winston Alley to State Street, and Winston Alley from Piedmont Avenue to Waters Alley. The closure time is from approximately 4 pm until approximately 10:30 pm to allow for setup and teardown.

PREVIOUS RELEVANT ACTION:
These closures have been approved by City Council in past years, including 2020, 2021, and 2022.

STAFF RECOMMENDATION:
Staff recommends that the street closures be approved as requested.

DOCUMENTATION:

Bike Night Street Closure for Council Agenda.pdf


PIEDMONT AVE
WATERS ALLEY
GOODE STREET
STATE STREET
WINSTON ALLEY
Quaker Steak & Lube
Bike Night
Street Closure Diagram
2023

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: Transit

Staff Contact: Melanie Fleenor, Transportation Planner

AGENDA ITEM WORDING:
Consideration of Lane Closure Request for the Inaugural Ken-Ya Run It? 5k and 1 Mile Fun Walk on April 15, 2023

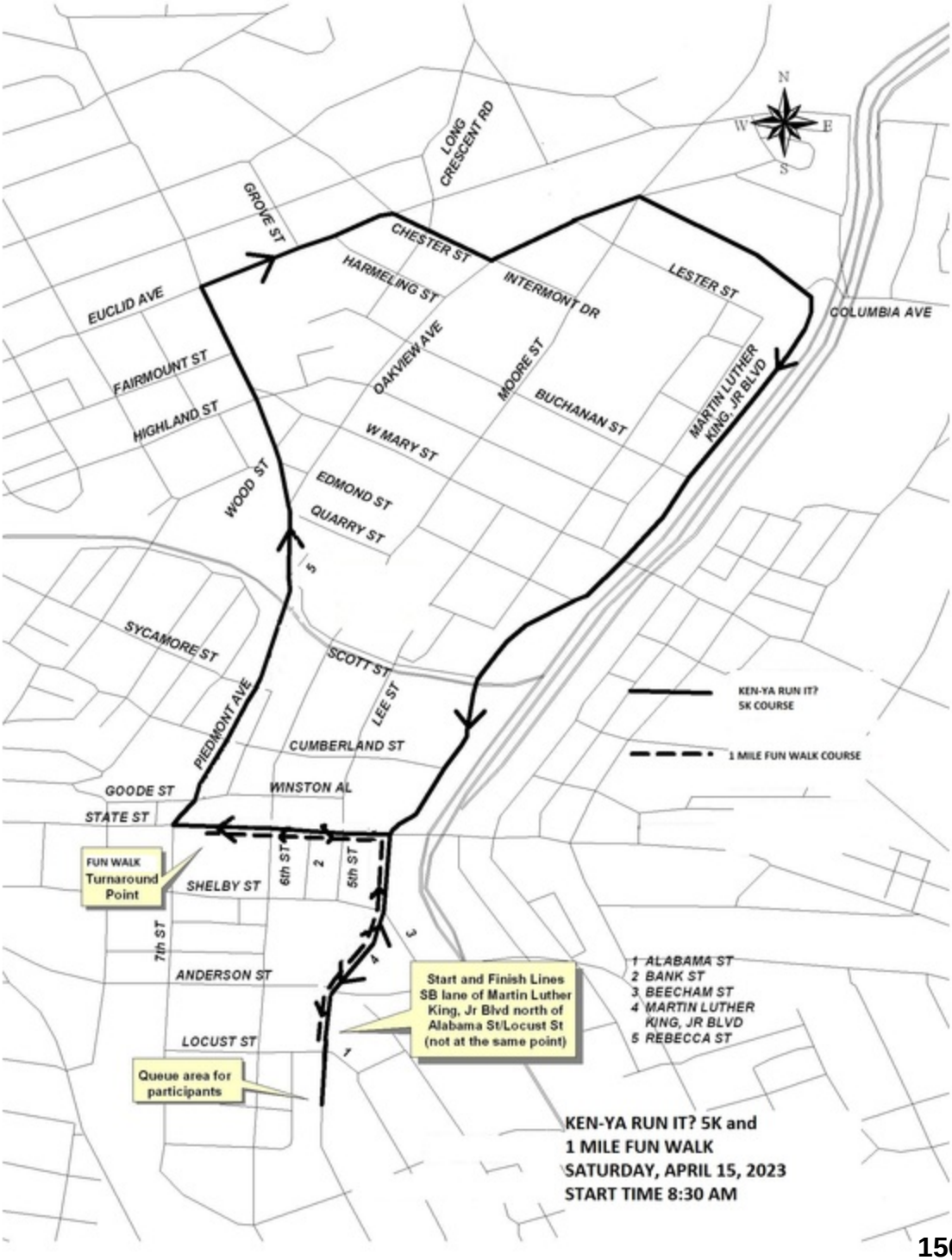
ITEM BACKGROUND:
We Run Events and Reynolds United Methodist Church have requested street and lane closures so that they can hold their inaugural Ken-Ya Run It? 5k and 1 Mile Fun Walk in the downtown area of Bristol on Saturday, April 15, 2023. The 5k route on the Virginia side includes State Street, Piedmont Avenue, Euclid Avenue, Chester Street, Oakview Avenue, and Martin Luther King, Jr. Boulevard.Â The event organizers have requested that the 5k begin at 8:30 AM, with the Fun Walk starting shortly after the 5k start. The above streets would need to be partially or fully closed from approximately 6 AM until approximately 10:30 AM.Â

PREVIOUS RELEVANT ACTION:
This is the first Ken-Ya Run It? 5k and 1 Mile Fun Walk, but the course requested has been used in years past. The course is the old Summer's End 5k course, most recently approved in 2019.

STAFF RECOMMENDATION:
Staff recommends the closures be approved as requested.

DOCUMENTATION:

Ken-Ya Run It 5k and 1 Mile Fun Walk Route.jpg


N
W
E
S
LONG CRESCENT RD
GROVE ST
CHESTER ST
HARMELING ST
INTERMONT DR
LESTER ST
COLUMBIA AVE
EUCLID AVE
FAIRMOUNT ST
HIGHLAND ST
OAKVIEW AVE
MOORE ST
BUCHANAN ST
MARTIN LUTHER KING, JR BLVD
W MARY ST
WOOD ST
EDMOND ST
QUARRY ST
SYCAMORE ST
SCOTT ST
PIEDMONT AVE
LEE ST
CUMBERLAND ST
GOODE ST
WINSTON AL
STATE ST
FUN WALK Turnaround Point
SHELBY ST
6th ST
5th ST
7th ST
ANDERSON ST
LOCUST ST
Start and Finish Lines SB lane of Martin Luther King, Jr Blvd north of Alabama St/Locust St (not at the same point)
Queue area for participants
KEN-YA RUN IT? 5K COURSE
1 MILE FUN WALK COURSE
1 ALABAMA ST
2 BANK ST
3 BEECHAM ST
4 MARTIN LUTHER KING, JR BLVD
5 REBECCA ST
KEN-YA RUN IT? 5K and
1 MILE FUN WALK
SATURDAY, APRIL 15, 2023
START TIME 8:30 AM

CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 14, 2023 Department: Transit

Staff Contact: Melanie Fleenor, Transportation Planner

AGENDA ITEM WORDING:
Consideration of Street Closure Request for Rebel Rock Street Show on April 29, 2023

ITEM BACKGROUND:
Event organizers have requested closures of portions of Cumberland Street, Lee Street, and Martin Luther King, Jr. Boulevard on Saturday, April 29th, 2023 for their Rebel Rock Street Show event. This event will be held in the parking lot at the corner of Cumberland Street and Martin Luther King, Jr. Boulevard, commonly referred to as the WCYB lot.

PREVIOUS RELEVANT ACTION:
This is a unique event which has not previously come before City Council for review.

STAFF RECOMMENDATION:
Staff recommends approval of the closures as requested.

DOCUMENTATION:

Rebel Rock Street Show Concert Street Closure Diagram for Council Agenda.pdf


SCOTT STREET
LEE STREET
PIEDMONT AVENUE
MOORE STREET
MARTIN LUTHER KING, JR. BLVD.
CUMBERLAND STREET
COUNTRY MUSIC WAY
WINSTON ALLEY
STATE STREET
Liberty Tax & Loans
Liberty Tax®
Local Tax Prep
REBEL ROCK
STREET SHOW
APRIL 29, 2023
STREET CLOSURE
DIAGRAM