



City Council  
Archie Hubbard, III, Mayor  
Bill Hartley, Vice Mayor  
Catherine Brillhart, Council Member  
Guy P. Odum, Council Member  
Jim Steele, Council Member



**BRISTOL VIRGINIA CITY COUNCIL**  
**300 Lee Street**  
**Bristol, Virginia 24201**  
**June 28, 2016**

**6:00 p.m.**  
**Call to Order**  
**Moment of Silence**  
**Pledge of Allegiance**

- A. Matters to be Presented by Members of the Public – Non-Agenda Items.
- B. Mayor’s Minute and Council Comments.

**REGULAR AGENDA:**

- 1. Consider Second Reading and Adoption of an Ordinance to Grant Exemption from Bristol, Virginia Real Property Tax Relative to the Boys and Girls Club of the Mountain Empire located at 311 Rebecca Street, Bristol, Virginia.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second for Second Reading
  - d. Council Discussion
  - e. Roll Call
  - f. Reading of Ordinance (caption only)
  - g. Council Motion and Second for Adoption
  - h. Roll Call
- 2. Consider Second Reading and Adoption of an Ordinance to Vacate an Unimproved Right-of-Way in the City of Bristol, Virginia, Between Euclid Avenue and Lawrence Avenue.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second for Second Reading
  - d. Council Discussion
  - e. Roll Call
  - f. Reading of Ordinance (caption only)
  - g. Council Motion and Second for Adoption
  - h. Roll Call

3. Consider Second Reading and Adoption of a Budget Ordinance for Fiscal Year 2016-2017.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second for Second Reading
  - d. Council Discussion
  - e. Roll Call
  - f. Reading of Ordinance (caption only)
  - g. Council Motion and Second for Adoption
  - h. Roll Call
  
4. Consider Second Reading and Adoption of an Ordinance to Repeal and Reenact Article III Cigarette Tax §§78-57 Imposition; Rate; Seller Liable.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second for Second Reading
  - d. Council Discussion
  - e. Roll Call
  - f. Reading of Ordinance (caption only)
  - g. Council Motion and Second for Adoption
  - h. Roll Call
  
5. Consider First Reading of an Ordinance to Repeal and Reenact §§70-1, 70-26, 70-30, 70-31, 70-35, 70-37, 70-39, 70-41, 70-42, 70-44, 70-46 and the Appendix and Adopt §§70-29, 70-32, 70-33, and 70-47 to Chapter 70 of the City Code.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second
  - d. Council Discussion
  - e. Roll Call
  - f. Reading of Ordinance
  
6. Consider Appropriating \$55,200 for Pretrial Services to FY 2016-2017 Budget.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second
  - d. Council Discussion
  - e. Roll Call
  
7. Consider Contract with Wireless Communications, Inc.
  - a. Staff Report
  - b. Public Comments
  - c. Council Motion and Second
  - d. Council Discussion
  - e. Roll Call
  
8. Consider Appointments to BVU Authority Board.

**CONSENT AGENDA: (All of the items below will be voted on as a block)**

- 9.1 Consider a Street Closure Request for the Household of Faith Block Party – July 9, 2016.
- 9.2 Consider a Street Closure Request for the Bristol Hotel Event - July 14, 2016.
- 9.3 Consider a Street Closure Request for the Summer’s End 5K Run – September 5, 2016.
- 9.4 Consider a Street Closure Request for the Quaker Steak Bike Night Events – August 4, September 1, and October 6, 2016.
- 9.5 Consider Appropriating \$53,998 to the FY16 Budget per the Items Listed Below:

<b>Parks &amp; Recreation-Programming</b>		<b>\$5,200</b>	
Appropriate insurance recovery funds.			
Expense	4-001-71030-8105	Vehicular Equipment	5,200
Revenue	3-001-18020-0003	Insurance Recovery	5,200
<b>Parks &amp; Recreation-Operating</b>		<b>\$15,000</b>	
Appropriate sale of equipment proceeds.			
Expense	4-001-71010-8106	Operational Equipment	15,000
Revenue	3-001-18020-0005	Sale of Equipment	15,000
<b>Fire Department</b>		<b>\$14,879</b>	
Appropriate reimbursement for Hazmat calls and physicals.			
Expense	4-001-35050-6014	Operating Supplies	7,859
Revenue	3-001-19010-0007	Recovered Costs	7,859
Appropriate sale of equipment proceeds.			
Expense	4-001-32010-5410	Lease of Equipment	7,020
Revenue	3-001-18020-0005	Sale of Equipment	7,020
<b>Police Department</b>		<b>\$193</b>	
Appropriate restitution funds.			
Expense	4-001-31010-6014	Operating Supplies	193
Revenue	3-001-19010-0009	Recovered Costs	193
<b>Maintenance of Buildings</b>		<b>\$18,726</b>	
Appropriate reimbursement from energy savings project.			
Expense	4-001-43010-3311	Renovations	18,726
Revenue	3-001-19010-0040	Recovered Costs	18,726

- a. Council Motion and Second
  - b. Roll Call
- C. Adjournment.

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

Meeting Date: June 28, 2016

Department: Commissioner of the Revenue

Bulk Item: Yes  No

Staff Contact: Terry Frye

---

**AGENDA ITEM WORDING:**

Consider Second Reading and Adoption of an Ordinance to Grant Exemption from Bristol, Virginia Real Property Tax Relative to the Boys and Girls Club of the Mountain Empire located at 311 Rebecca Street, Bristol, Virginia.

---

**ITEM BACKGROUND:**

The Boys and Girls Club of the Mountain Empire previously occupied the property at 311 Rebecca Street as a rental property for housing their 501 (c) (3) activities. Recently, the Club purchased this building from the former landlord and they are now seeking tax exempt status.

---

**PREVIOUS RELEVANT ACTION:**

Public hearing and first reading took place June 14, 2016.

---

**Staff Recommendations:**

The Boys and Girls Club of the Mountain Empire is a 501 (c) (3) charitable organization and meets the requirements of the Code of Virginia Section 58.1-3651 for the tax exemption.

---

**DOCUMENTATION:**      Included       Not Required

**MOTION:** I move for the second reading of an Ordinance granting exemption from real property taxation the Boys & Girls Club of the Mountain Empire.

I move to adopt an ordinance granting exemption from real property taxation the Boys & Girls Club of the Mountain Empire.

---



CITY OF BRISTOL  
**TERRY C. FRYE**  
Commissioner of the Revenue  
497 Cumberland Street, Bristol, Virginia 24201  
Phone (276) 642-2337 Fax (276) 645-3790  
e-mail: [tcfrye@bristolva.org](mailto:tcfrye@bristolva.org)

June 8, 2016

Pete Curcio, Esq.  
600 Cumberland St.  
Bristol, VA. 24201

RE: Letter confirming tax exempt status of The Boys & Girls Club of the Mountain Empire, Inc.

Pete,

This letter is to confirm that I have reviewed the application of The Boys & Girls Club of the Mountain Empire, Inc. requesting a tax exemption of their new church facility at 311 Rebecca Street, Bristol Virginia. I have determined that The Boys & Girls Club of the Mountain Empire, Inc. is a charitable organization and a tax exempt entity within the meaning of the United States Code, that none of its earnings may inure to any private shareholder or individual, that it is not an *action organization*, *i.e.*, it does not attempt to influence legislation as a substantial part of its activities and it does not participate in any campaign activity for or against political candidates. Therefore, it is my opinion that The Boys & Girls Club of the Mountain Empire, Inc. meets the test an organization eligible for a real estate tax exemption under Virginia and Federal law.

Sincerely,

*Terry C. Frye*

Terry C. Frye, MCR, JD  
Commissioner of the Revenue  
(276) 642-2337

ORDINANCE FOR EXEMPTION FROM REAL PROPERTY TAXATION  
FOR THE BOYS AND GIRLS CLUB OF THE MOUNTAIN EMPIRE

WHEREAS, the Boys and Girls Club of the Mountain Empire has requested that the City Council for the City of Bristol Virginia grant an exemption from taxation of its real property located at 311 Rebecca Street (Tax Map #27 118 7A) in the City of Bristol pursuant to § 58.1-3651 of the 1950 *Code of Virginia*, as amended; and

WHEREAS, the Boys and Girls Club of the Mountain Empire is a tax exempt organization pursuant to § 501(c)(3) of the Internal Revenue Code and its intended use for the aforementioned real property is in furtherance of charitable purposes; and

WHEREAS, a public hearing was held after publication of notice as required by § 58.1-3651(B) of the 1950 *Code of Virginia*, as amended; and

WHEREAS, the City Council has considered all questions pertinent to the request, pursuant to § 58.1-3651(B), and after an investigation by the Commissioner of Revenue has determined that the Boys and Girls Club of the Mountain Empire meets the statutory requirements of said *Code* provision.

NOW THEREFORE BE IT ORDAINED by the City Council for the City of Bristol Virginia that the Boys and Girls Club of the Mountain Empire is hereby granted an exemption from payment of real property taxes to the City of Bristol Virginia. Said exemption shall remain in effect only so long as the Boys and Girls Club of the Mountain Empire continues to use its real property at 311 Rebecca Street (Tax Map #27 118 7A) for charitable purposes as a nonprofit organization.

First Reading: June 14, 2016

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

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

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

Meeting Date: June 28, 2016

Department: Development and Planning

Bulk Item: Yes X No     

Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consider Second Reading and Adoption of an Ordinance to Vacate an Unimproved Right-of-Way in the City of Bristol, Virginia, Between Euclid Avenue and Lawrence Avenue.

---

**ITEM BACKGROUND:**

Virginia Code § 15.2-2006 requires that the vacating of a public right-of-way be done by approval of the City Council by ordinance.

Attached you will find an ordinance to vacate an unimproved public right-of-way along with an aerial photograph of its location. This request is being made by Richard and Christine Axthelm, the owners of 627 Euclid Avenue. The northern portion of the alley, as it intersects Lawrence Avenue, is improved and is utilized as a shared driveway for three properties, including 627 Euclid. Once it reaches the back property line of 627 Euclid it becomes unimproved all the way to Euclid Avenue. Currently a fence and a portion of a patio from the house encroach on the public alley. If the request is approved the Axthelm's will then negotiate with their neighbor to either acquire the portion of the property on which the fence is located or secure an easement for the fence.

This request has followed the procedure to vacate right-of-way. A petition has been filed and the public hearing advertised on May 30 and June 6, 2016. The request has been circulated to other departments and BVU with no comments in opposition. Staff recommends approval of this vacation. Attached are copies of the petition, an aerial photograph showing the location of the request, a copy of the property survey, and a copy of the ordinance for first reading.

---

**PREVIOUS RELEVANT ACTION:**

Public hearing and first reading took place June 14, 2016.

---

**Staff Recommendations:**

Staff recommends Second Reading and adoption of an Ordinance to vacate an unimproved public right-of-way as shown on the attached documents.

---

---

**DOCUMENTATION:**      Included   X        Not Required     

**MOTION:** I move to approve Second Reading of an Ordinance to Vacate an Un improved Right-of-Way in the City of Bristol, Virginia, Between Euclid Avenue and Lawrence Avenue.

I move to adopt an Ordinance to Vacate an Unimproved Right-of-Way in the City of Bristol, Virginia, Between Euclid Avenue and Lawrence Avenue.

**PETITION TO VACATE RIGHT-OF-WAY**

We, the undersigned abutting property owners, hereby petition the Bristol Virginia City Council to take whatever action is necessary to vacate and abandon the public right-of-way located and described as follows: *adjacent to 627 Euclid Ave., back to property line*

**PROPERTY DESCRIPTION**

*Rick & Christine Axthelm*  
*Rick & Christine Axthelm* 627 Euclid Ave.  
NAME ADDRESS

*John & Vickie Warden*  
*John & Vickie Warden* 623 Euclid Ave.  
NAME ADDRESS

*Dinah Jones*  
*Dinah Jones* 611 Piedmont Ave.  
NAME ADDRESS

*Jane Martin*  
*Jane Martin* 624 Lawrence Ave  
NAME ADDRESS

NAME ADDRESS

NAME ADDRESS

NAME ADDRESS

NAME ADDRESS

NAME ADDRESS



Lawrence Ave



Piedmont Ave

627

Euclid Ave

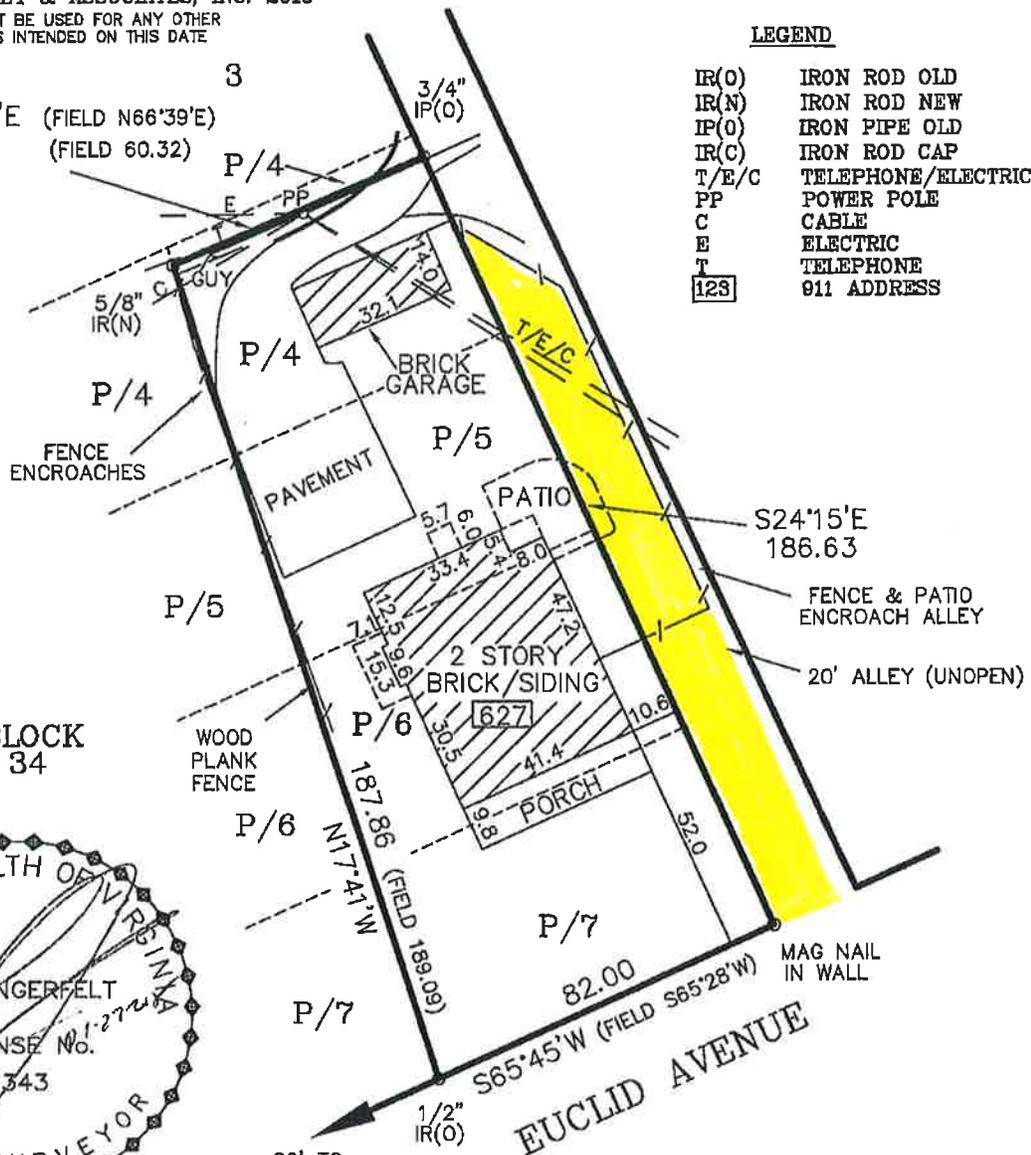
© COPYRIGHT ALLEY & ASSOCIATES, INC. 2015  
 THIS MAP CANNOT BE USED FOR ANY OTHER  
 PURPOSE THAN IS INTENDED ON THIS DATE



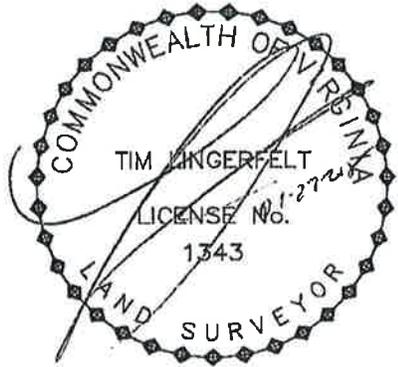
N65°45'E (FIELD N66°39'E)  
 60.55 (FIELD 60.32)

**LEGEND**

- IR(O) IRON ROD OLD
- IR(N) IRON ROD NEW
- IP(O) IRON PIPE OLD
- IR(C) IRON ROD CAP
- T/E/C TELEPHONE/ELECTRIC/CABLE
- PP POWER POLE
- C CABLE
- E ELECTRIC
- T TELEPHONE
- 123 911 ADDRESS



BLOCK  
 34



I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND CERTIFIED LANDSCAPE ARCHITECTS.

01-27-2015  
 DATE

*[Signature]*  
 SIGNATURE  
 KINGSFORT, TENNESSEE

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the subject is not located in a special flood hazard area.

I hereby certify that this survey has been made using the latest recorded deed and other information furnished by the Title Attorney, that there are no encroachments or projections other than those shown and that the survey is correct to the best of my knowledge and belief.

**TIM LINGERFELT, PLS**  
 243 E Market Street  
 Kingsport, Tennessee 37660

MAP OF: PART OF LOTS 4-7, BLOCK 34  
 BRISTOL LAND COMPANY ADDITION

OWNER: RICHARD AXTHELM

CIVIL DISTRICT: \_\_\_\_\_ COUNTY: CITY OF BRISTOL

STATE: VIRGINIA TAX MAP 16 634 4B 5A

SCALE: 1 INCH = 40' FEET DATE: 01/26/2015

REFERENCE: D.B. 590, PG. 656 (PRIOR) P.B. 1, PG. 6

15-9952

FOR: OWNER

ORDINANCE TO VACATE A PORTION OF AN  
UNIMPROVED PUBLIC RIGHT-OF-WAY

**WHEREAS**, the City of Bristol, Virginia desires to vacate a portion of an unimproved right-of-way in the City of Bristol, Virginia, more particularly described as follows:

**Beginning at the southeasterly corner of Lot 7, Block 34, of the First Addition to Bristol Virginia (Plat Book 1, Page 5) corner with an alley and being on the northerly right-of-way of Euclid Avenue; Thence leaving Euclid Avenue with the westerly line of the alley 160 feet; Thence with a new line crossing said alley easterly 20 feet more or less to the northwesterly corner of Lot 8, Block 34, of the First Addition to Bristol Virginia; Thence with the easterly line of the alley 160 feet more or less to the corner of Lot 8 on the northerly right-of-way of Euclid Avenue; Thence with a new line crossing said alley along the northerly right-of-way of Euclid Avenue westerly 20 feet more or less to the Point of Beginning.**

**WHEREAS**, the vacating of said right-of-way has been advertised, and a public hearing held, all in compliance with § 15.2-2006 of the 1950 *Code of Virginia*, as amended.

**NOW THEREFORE BE IT ORDAINED**, by the City Council for the City of Bristol, Virginia that the right-of-way in the City of Bristol, Virginia described above should be, and hereby is vacated; and

**BE IT FURTHER ORDAINED**, that the City of Bristol will retain a public drainage and utility easement over the entirety of the vacated property to access public utilities,

**BE IT FURTHER ORDAINED**, that the Clerk of the City shall cause a certified copy of this ordinance be recorded among the land records in the office of the Circuit Court for the City of Bristol as required by law.

First Reading: June 14, 2016

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

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

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

Meeting Date: June 28, 2016

Department: City Manager

Bulk Item: Yes \_\_\_ No \_\_\_

Staff Contact: Tabitha Crowder

---

**AGENDA ITEM WORDING:**

Consider Second Reading and Adoption of a Budget Ordinance for Fiscal Year 2016-2017

---

**ITEM BACKGROUND:**

Annually, the City presents the fiscal year budget and drafts an ordinance to adopt the budget. No changes have been made to the FY 16-17 budget since the first reading.

---

**PREVIOUS RELEVANT ACTION:**

Public hearing on the matter was held May 24, 2016. First reading was held June 14, 2016.

---

**Staff Recommendations:**

Second reading and adoption.

---

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

**MOTION:** I move to approve the second reading of a budget ordinance for fiscal year 2016-2017.

I move to adopt the budget ordinance for fiscal year 2016-2017.

## **BUDGET ORDINANCE FOR FY 2016-17**

**MAKING GENERAL FUND, CAPITAL PROJECT FUND, AND SOLID WASTE DISPOSAL ENTERPRISE FUND APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 IN THE AMOUNT OF \$56,987,771, \$2,116,540 AND \$7,531,911 RESPECTIVELY AND REGULATING PAYMENTS OUT OF THE CITY TREASURY; AND ALSO FIXING THE TAX RATE ON REAL AND PERSONAL PROPERTY FOR FISCAL YEAR 2017.**

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

**SECTION 1:** That the amounts named herein, aggregating \$56,987,771 are hereby appropriated from the General fund for the use of the several departments of the City Government for the fiscal year beginning July 1, 2016 and ending June 30, 2017, as the same is set forth in the budget adopted pursuant to Section 3 hereof. That the amounts named herein, aggregating \$2,116,540 are hereby appropriated from the Capital Project Fund for the use of the several departments of the City Government for the fiscal year beginning July 1, 2016 and ending June 30, 2017 as set forth in the budget adopted pursuant to Section 3 hereof. That the amounts named herein, aggregating \$7,531,911 are hereby appropriated from the Solid Waste Disposal Fund for the use of solid waste disposal operations for the 2017 fiscal year.

**SECTION 2:** That the rate of taxation on Real Estate Property be fixed at \$1.19 (One Dollar and Nineteen Cents) on the hundred dollars assessed valuation for the fiscal year beginning July 1, 2016 and ending June 30, 2017. That the rate of taxation on Personal Property for Automobiles, Trucks, and Horse Trailers, be fixed at \$2.60 (Two Dollars and Sixty Cents) on the hundred dollars assessed valuation for the fiscal year beginning July 1, 2016 and ending June 30, 2017, and an assessment ratio of 100%. The rate of taxation for Machinery and Tools and all other personal property, be fixed at \$7.00 (Seven Dollars and No Cents) on the hundred dollars assessed valuation for the fiscal year beginning July 1, 2016 and ending June 30, 2017, and an assessment ratio of 30%. This is in order to secure the amount necessary to carry out the provisions of this budget.

**SECTION 3:** That the annual budget heretofore presented to City Council by the City Manager as the same has been amended in the various workshops of the City Council and as the same, is in its final form attached hereto, is hereby adopted by City Council and incorporated in this budget ordinance by reference pursuant to Section 10.04 of the City Charter. That the salaries, wages, and allowances set out in the budget statement and adopted by City Council for the fiscal year beginning July 1, 2016 and ending June 30, 2017 be, and they are hereby authorized and fixed as the maximum allowance to be allowed officers and employees for the services rendered, unless otherwise provided by ordinance, provided, however, that the City Manager is authorized to make such rearrangement of positions in the departments of the City as may best meet the needs and interests of the City and to transfer parts of salaries from one department to another when extra work or personnel are transferred from one department to another.

**SECTION 4:** Upon the recommendation of the City Manager and when said new appropriation is approved by City Council, the Chief Financial Officer may thereafter transfer a balance appropriated but unused for one purpose for the current fiscal year to another purpose or object for which the appropriations for said purpose or object for the current year have proven insufficient, even though that requires transferring said funds from one department of the City to another.

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

**SECTION 5:** If the timing of receipt of revenues in the course of the fiscal year requires the borrowing of money to support expenditures within the appropriations herein authorized in anticipation of receipt of future revenues, it is hereby authorized that the City may issue its promissory note or notes from time to time during the fiscal year and may borrow and re-borrow thereunder so long as at no time shall the aggregate principal amount of all notes outstanding exceed \$6,000,000.00 (Six Million Dollars). Each and all of said notes shall have a maturity date no later than one year from date of issue. Each and all such notes shall be payable exclusively from the taxes and revenues for the City of Bristol Virginia. This note or notes of the City shall be backed by the full faith and credit of the City and shall be general obligation bonds.

**SECTION 6:** This ordinance to take effect July 1, 2016, the best interests of the City requiring it.

First Reading: June 14, 2016

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

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

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

Meeting Date: June 28, 2016

Department: City Manager

Bulk Item: Yes  No

Staff Contact: Tabitha Crowder

---

**AGENDA ITEM WORDING:**

Consider Second Reading and Adoption of an Ordinance to Repeal and Reenact Article III Cigarette Tax §§78-57 Imposition; Rate; Seller Liable.

---

**ITEM BACKGROUND:**

The proposed amendment will raise the tax on packages of cigarettes containing thirty (30) or fewer sold within the City from fourteen cents (.14) to seventeen cents (.17).

---

**PREVIOUS RELEVANT ACTION:**

Public Hearing on the matter was held May 24, 2016. First Reading was held June 14, 2016

---

**Staff Recommendations:**

Second reading and adoption.

---

**DOCUMENTATION:**      Included       Not Required

**MOTION:** I move to approve the second reading of an ordinance to Repeal and Reenact Article III Cigarette Tax §§78-57 Imposition; Rate; Seller Liable.

I move to adopt the ordinance to Repeal and Reenact Article III Cigarette Tax §§78-57 Imposition; Rate; Seller Liable.

---

ORDINANCE TO REPEAL AND REENACT **Article III Cigarette Tax § 78-57**  
**Imposition; Rate; Seller Liable**

BE IT ORDAINED by the City Council for the City of Bristol, Virginia that **Article III Cigarette Tax §78-57 Imposition; Rate; Seller Liable** of the City Code should be and is hereby repealed and re-enacted as follows:

In addition to all other taxes of every kind, now or hereafter imposed by law, there is hereby levied and imposed by the City an excise tax on the sale of cigarettes equivalent to seventeen cents (0.17) on each package containing thirty (30) or fewer cigarettes sold within the city. The tax shall be paid by the seller if not previously paid and collected in the manner and at the time provided for in this article, provided that the tax payable for each package of cigarettes sold within the City shall be paid but once.

For purposes of this section, *package* means any container, regardless of the material, used in its construction in which separate cigarettes are placed without such cigarettes being placed into any container within the package. *Packages* are those containers of cigarettes from which individual cigarettes are ordinarily taken when they are consumed by their ultimate user.

The rate change created by this ordinance shall become effective July 1, 2016.

FIRST READING June 14, 2016 \_\_\_\_\_

SECOND READING \_\_\_\_\_

ADOPTED \_\_\_\_\_

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

Meeting Date: June 28, 2016

Department: City Manager

Bulk Item: Yes      No X

Staff Contact: Tabitha Crowder

---

**AGENDA ITEM WORDING:**

Consider First Reading of an Ordinance to Repeal and Reenact §§70-1, 70-26, 70-30, 70-31, 70-35, 70-37, 70-39, 70-41, 70-42, 70-44, 70-46 and the Appendix to Chapter 70 of the City Code and to Adopt §§70-29, 70-32, and 70-33 and 70-47 to Chapter 70 of the City Code.

---

**ITEM BACKGROUND:**

The proposed budget incorporates changes in the solid waste operations as well as fee increases. The proposed ordinance incorporates those changes. In addition, violations are revised to include a monetary fine option. Revisions are summarized below. The attached proposed ordinance reflects additions in red text and deletions in red text with a strikethrough.

Section 70-26 – Small waste placed outside the container will not be picked up.

Section 70-29 – Resident must remove uncollected waste by the end of designated collection day

Section 70-30 – Add monetary fine for noncompliance of Sections 70-26 and 70-29.

Section 70-35 – Remove collection of small amounts of construction, demolition, and debris waste. Instead allows City resident to bring to landfill at no cost.

Section 70-37 – Add monetary fine for noncompliance of Sections 70-35 and 70-36.

Section 70-39 – Add disassembled televisions and monitors to the list of dangerous waste items.

Section 70-41 – Remove grass clippings from the collection service. Clarify that contractor generated brush will not be collected. Instead allows City resident to bring to landfill at no cost.

Section 70-42 – Add weekly permit for temporary commercial reuse containers. Clarify expiration of three month permit.

Section 70-44 – Add monetary fine for noncompliance as well as impoundment for repeated violations or prolonged noncompliance.

Section 70-46 – Add covers to collection vehicles while transporting to minimum standards.

Section 70-47 – Summarize noncompliance actions. Add process to hear resident objections.

Appendix – Increase collection fee for commercial collection, residential collection, disposal fees, and commercial refuse container permits.

---

**PREVIOUS RELEVANT ACTION:**

Public hearing on the budget was held on May 24, 2016. First reading was held on June 14, 2016.

---

**Staff Recommendations:**

Staff recommends approval.

---

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

**MOTION:** I move to approve the First Reading of an Ordinance to Repeal and Reenact §§70-1, 70-26, 70,30, 70-31, 70-35, 70-37, 70-39, 70-41, 70-42, 70-44, 70-46 and the Appendix to Chapter 70 of the City Code and to Adopt §§70-29, 70-32, 70-33 and 70-47 to Chapter 70 of the City Code.

---

**AN ORDINANCE TO REPEAL AND REENACT §§70-1, 70-26, 70-30, 70-31, 70-35, 70-37, 70-39, 70-41, 70-42, 70-44, 70-46 AND APPENDIX TO CHAPTER 70 OF THE CITY CODE AND TO ADOPT §§70-29, 70-32, 70-33 AND 70-47 TO CHAPTER 70 OF THE CITY CODE**

**BE IT ORDAINED** by the City Council for the City of Bristol Virginia that §§ 70-1, 70-26, 70-30, 70-31, 70-35, 70-37, 70-39, 70-41, 70-42, 70-44, 70-46 and the Appendix to Chapter 70 of the City Code should be and hereby are repealed and reenacted and §§ 70-29, 70-32, 70-33 and 70-47 of Chapter 70 of the City Code shall be enacted to read as follows:

**Sec. 70-1.** Definitions.

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

*Bulk container* means a metal or plastic container of not less than two cubic yards with doors on top to be serviced by rear loading or side loading waste removal trucks.

*Central business district* means the section of the city bounded by State Street on the south, the tracks of the Norfolk and Western Railway on the east, Goode Street from Commonwealth Avenue to Piedmont Avenue and Scott Street from Piedmont Avenue to Randall Street on the north, Piedmont Avenue from Scott Street to Goode Street and Commonwealth Avenue from Goode Street to State Street on the west.

*City* means the City of Bristol or the city's authorized agent.

*City-served nonresidential establishment* means any retail, manufacturing, wholesale, institutional, religious, governmental, or other nonresidential establishment from which the city or its authorized agent collects municipal or other solid wastes.

*Commercial Refuse Containers* means any dumpster used at retail, restaurant, service oriented, or other business; church or multi-unit residential complex; construction, demolition, industrial, or industrial waste generator.

*Commercial waste* means all solid waste generated by establishments engaged in business operations other than manufacturing and construction. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants and shopping centers.

*Construction waste* means solid waste, which is produced or generated during construction, remodeling or repair of pavements, houses, commercial buildings and other structures. Construction wastes include, but are not limited to, lumber, wire, sheet rock, broken brick, shingles, glass, pipes, concrete, paving materials and metals and plastics if the metal or plastics are part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not construction wastes.

*Contractor* means any person or company that receives a fee or other compensation for performance of a service, such as construction, demolition remodeling and tree removal, or other such services.

*Debris waste* means waste resulting from land clearing operations. Debris wastes include, but are not limited to, stumps, wood, brush, leaves, soil, and road spoils.

*Demolition waste* means that solid waste which is produced by the destruction of structures and their foundations and includes the same materials as construction wastes.

*Detachable container* means a unit varying in capacity between 15 cubic yards and 40 cubic yards which is used for collecting, storing, and transporting solid waste. The unit may, or may not, use an auxiliary stationary packing mechanism for compaction of materials into the container and may be of the open or enclosed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of the truck for transporting the waste materials to the disposal site.

*Discarded material* means a material, which is:

- (1) Abandoned by being:
  - a. Disposed of;
  - b. Burned or incinerated; or
  - c. Accumulated, stored, or treated (but not used, reused, or reclaimed) before or in lieu of being abandoned by being disposed of, burned or incinerated;
- (2) Used, reused, or reclaimed material as defined in the current edition of the "Virginia Solid Waste Management Regulations;"
- (3) Considered inherently waste-like as defined in the "Identification of Solid Wastes" section of the current edition of the "Virginia Solid Waste Management Regulations."

*Fill material* means inert materials such as soils, rock, crushed aggregate, sand, or discarded building materials as specified in subsection 50-566(d) of the City Code, that are used to raise the existing grade of a lot or tract of land.

*Garbage* means readily putrescible discarded materials composed of animal, vegetable, or other organic matter.

*Hazardous waste* means a "hazardous waste" as described by the current edition of the state hazardous waste regulations and shall include, but not be limited to, materials such as paint, poison, acids, caustics, chemicals, infected materials, oral, fecal matter, and explosives.

*Household waste* means any waste material, including garbage, trash, and refuse derived from households. Households include single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas. Household wastes do not include sanitary wasters in septic tanks (septage) which are regulated by state agencies other than the department of environmental quality.

*Industrial waste* means any solid waste generated by manufacturing or industrial process that is not a regulated hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries, organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products, stone, glass, clay and concrete products; textile manufacturing; transportation equipment, and water treatment. This term does not include mining waste or oil and gas waste.

*Infectious waste* means solid wastes defined to be infectious by the current edition of the "Infectious Waste Management Regulations" as promulgated by the state waste management board.

*Institutional waste* means all solid waste emanating from institutions such as, but not limited to, hospitals, nursing homes, orphanages, and public or private schools. It can include infectious waste from health care facilities and research facilities that must be managed as an infectious waste.

*Lead acid battery* means, for the purposes of the "Virginia Solid Waste Management Regulations," any wet cell battery.

*Multiple residential units* means any duplex, apartment, group of apartments, or condominium regime used for dwelling places of more than one family.

*Municipal solid waste* means waste which is normally composed of residential, commercial, and institutional solid waste.

*Non-city-served establishment* means any retail, manufacturing, wholesale, institutional, religious, governmental, or other nonresidential establishment served by a commercial solid waste collection service, or by a service other than the city or its authorized agent.

*Person* means any natural person, owner, agent, corporation, partnership, association, firm, receiver, guardian, trustee, executor, administrator, fiduciary, occupant, lessee, tenant, or representative or group of individuals or entities of any kind and who occupies a dwelling, building, or premises for seven or more consecutive days.

*Portable packing unit* means a metal container that contains a packing mechanism and an internal or external power unit.

*Putrescible waste* means solid waste which contains organic materials capable of being decomposed by microorganisms and cause odors.

*Refuse* means all solid waste products having the character of solids rather than liquids and which are composed wholly or partly of materials such as garbage, trash, rubbish, litter, residues from clean up of spills, contamination, or other discarded materials.

*Refuse receptacle (trash can) (also waste receptacle or container)* means a container of either 65 or 95 gallons nominal capacity, meeting the standards of the city, and equipped with wheels and connecting devices for use in conjunction with automated lifting mechanisms, or, a container of 300 gallons nominal capacity similarly equipped, without wheels.

*Regulated medical waste* means a solid waste meeting either of the two following criteria:

- (1) Any solid waste suspected by the health care professional in charge of being capable of producing an infectious disease in humans as defined in the current edition of the "Virginia Regulated Medical Waste Regulations."
- (2) Any solid waste that is not excluded from regulation is a regulated medical waste if it is listed in the current edition of the "Virginia Regulated Medical Waste Regulations."

*Exclusions:* The following solid wastes are not regulated medical wastes:

- (1) Meat or other food items being discarded because of spoilage or contamination and not included in the current edition of the "Virginia Regulated Medical Waste Regulations."
- (2) Garbage, trash, and sanitary waste generated from single or multiple residences, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and day use recreation areas, except for regulated medical waste generated by the provision of professional health care services on the premises, provided that all medical sharps are placed in an opaque container with a high degree of puncture resistance before being mixed with other wastes or disposed.

*Excluded regulated medical wastes:*

- (1) Used products for personal hygiene, such as diapers, facial tissues and sanitary napkins.
- (2) Material, not including sharps, containing small amounts of blood or body fluids, but containing no free flowing or unabsorbed liquid.

***Residential dwelling* means a person's primary home, and shall not include rental properties owned by the same parties.**

*Residential waste* means household waste.

*Rubbish* means combustible or slowly putrescible discarded materials which include but are not limited to trees, wood, leaves, trimmings from shrubs or trees, printed matter, plastic and paper products, grass, rags, and other combustible or slowly putrescible materials not included under the term "garbage."

***Service Provider* means any company that places containers for the collection of waste or provides the service of hauling any container belonging to the company or not.**

*Sharps* means needles, scalpels, knives, glass, syringes, pasteur pipettes, and similar items having a point or sharp edge or that are likely to break during transportation and result in a point or sharp edge.

*Single residential unit* means any dwelling place designed to be occupied by one family.

*Small animal carcasses* means cats, dogs, small household pets, and other animals of similar size.

*Solid waste* means any of those materials defined as "solid waste" in the current "Identification of Solid Wastes" section of the "Virginia Solid Waste Management Regulations."

*Trash* means combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.

*Yard Maintenance Service* means any person or company that receives a fee or other compensation for performing a service such as mowing, tree trimming, tree removal landscaping or other such services.

*Yard waste* means that fraction of municipal solid waste that consists of grass clippings, leaves, and hedge trimmings arising from general landscape maintenance. For purposes of this chapter, brush and tree prunings are excluded.

**Sec. 70-26.** - Containerization of waste required.

It shall be unlawful for anyone to fail to place and maintain waste in containers as specified in this article. All containers shall be kept covered at all times with tight-fitting covers. **Waste that is placed outside the containers for collection, including bagged waste, cardboard boxes, and other such materials, will not be picked up.**

(Ord. No. 05.24, 10-11-05)

**Sec. 70-29. – Uncollected refuse or other material.**

**Where the City has not collected refuse or other material from curbside points of collection or elsewhere because such refuse or other material were not placed or prepared in accord with § 70-26, the persons responsible for such placement shall remove that refuse or other material as soon as practicable after the City has refused collection, and in any event, by the end of the designated collection day.**

**~~Sec. 70-30. – Blockage of storm drains prohibited.~~**

~~(a) — It shall be the duty of any person owning or operating any establishment or public place to provide receptacles adequate to contain the solid waste generated at such establishment.~~

~~(b) — A violation of this section shall be a class 4 misdemeanor.~~

~~(Ord. No. 05.24, 10-11-05)~~

**Sec. 70-30. – Non-compliance with the provisions of § 70-26 and 70-29.**

**In the event of violation of the provisions of § 70-26 or 70-29, the City may take the following actions:**

- a) The City may choose not to collect the refuse or material. In such case, the City shall affix a Notice of Violation to the rejected container, refuse or material, explaining the reason for rejection. A similar notice may be given to**

the property owner or resident of the property in front of which such uncollected container, refuse or material was placed;

- i. Any person or entity that receives three (3) notices of violation in a twenty-four (24) month period may be prosecuted for a violation of a Class 4 misdemeanor.
- b) The City may collect the refuse or material notwithstanding the fact that its placement or packaging does not comply with the provisions of this article. In such cases, the City may, after inquiry, assess a special service charge against the owner or resident of the property in front of which such waste material was placed. Such special service charge shall be in accord with § 70-47.
- c) For purposes of this Code section, violations may be assessed against the property owner of any property that is vacant at the time of the scheduled service.

~~Sec. 70-31. Use of waste receptacles.~~

- ~~(a) Garbage and other solid waste, except as otherwise provided in this chapter, intended for collection and disposal by the city shall be placed in waste receptacles or containers meeting the requirements of this chapter. All containers shall be kept covered at all times with tight-fitting covers. Except as provided herein, waste containers may be placed at curbside no earlier than noon on the day preceding the regularly scheduled weekly collection day and must be removed by the day of collection.~~
- ~~(b) Waste containers must be stored in a garage, carport, or accessory building at the side or rear of the principal building or in a similar location removed from the street right of way. In no case may waste containers be left within a street right of way or within a yard, driveway or other area adjacent to a street right of way except as provided in (a) or (c).~~
- ~~(c) When the director of public works determines that because of topographic difficulties, age or infirmity of the resident or other mitigating conditions rendering the removal and storage of the waste container from the right of way impractical, said container may be permanently situated at the location designated by the public works department for collection.~~
- ~~(d) A violation of this section shall be a class 4 misdemeanor.~~

~~(Ord. No. 05.24, 10-11-05)~~

**Sec. 70-31. – Blockage of storm drains prohibited.**

- (a) It shall be the duty of any person owning or operating any establishment or public place to provide receptacles adequate to contain the solid waste generated at such establishment.
- (b) A violation of this section shall be a class 4 misdemeanor.

(Ord. No. 05.24, 10-11-05)

**Sec. 70-32. - Use of waste receptacles.**

- (a) Garbage and other solid waste, except as otherwise provided in this chapter, intended for collection and disposal by the city shall be placed in waste receptacles or containers meeting the requirements of this chapter. All containers shall be kept covered at all times with tight-fitting covers. Except as provided herein, waste containers may be placed at curbside no

earlier than noon on the day preceding the regularly scheduled weekly collection day and must be removed by 7:00 am following the day of collection. Containers not removed from the curbside within the allotted time frame will be subject to a Notice of Violation.

- (b) Waste containers must be stored in a garage, carport, or accessory building at the side or rear of the principal building or in a similar location removed from the street right-of-way. In no case may waste containers be left within a street right-of-way or within a yard, driveway or other area adjacent to a street right-of-way except as provided in (a) or (c).
- (c) When the director of public works determines that because of topographic difficulties, age or infirmity of the resident or other mitigating conditions rendering the removal and storage of the waste container from the right-of-way impractical, said container may be permanently situated at the location designated by the public works department for collection.
- (d) A violation of this section shall cause the City to assess a special service charge in accord with § 70-47.

(Ord. No. 05.24, 10-11-05)

**Sec. 70-33. – Preparation of garbage.**

It shall be unlawful for anyone to place garbage that has not been drained of all free liquid, wrapped, bagged, and enclosed in paper or plastic material in containers for collection.

(Ord. No. 05.24, 10-11-05)

**Sec. 70-35. - Construction, demolition and debris waste.**

No construction, demolition or debris waste shall be collected from houses or other structures under construction, reconstruction, remodeling, recently completed or being demolished. ~~Small amounts of such waste may be collected from single and two family residential locations upon which a residence is situated when construction, remodeling, debris clearing or demolition work is of a minor nature.~~

City collection crews will not collect debris waste resulting from land clearing activity on unoccupied lots or parcels.

City resident may bring construction, demolition and debris waste generated at the residential dwelling to the landfill at no charge for up to one ton of waste per load up to a limit of six loads per year. A current utility bill must be shown as proof of residency.

(Ord. No. 05.24, 10-11-05)

~~**Sec. 70-37. – Preparation of garbage.**~~

~~It shall be unlawful for anyone to place garbage that has not been drained of all free liquid, wrapped, bagged, and enclosed in paper or plastic material in containers for collection.~~

~~(Ord. No. 05.24, 10-11-05)~~

**Sec. 70-37. – Non-Compliance with the Provisions of Sec. 70-35 and 70-36.**

**In the event of violations of the provisions of §§ 70-35 or 70-36, in addition to or in lieu of prosecution of such person or entity for a Class 4 misdemeanor violation, the City may do either of the following:**

- a) The City may choose not to collect the refuse or material. In such case the City shall affix a Notice of Violation to the rejected refuse or material, explaining the reason for the rejection. A similar notice may be given to the owner of the property in front of which such refuse or material was placed. In said event, the persons responsible for such placement shall remove that refuse or other material as soon as practicable after the City has refused collection, and in any event, by the end of the designated collection day. Failure to do so shall result in a \$25 fine. Each day of violation shall constitute a separate offense.**
- b) The City may collect the refuse or material notwithstanding its placement does not comply with the provisions of this Article. In such cases, the City shall, after reasonable notice, assess the actual cost of collection, which shall not exceed \$150 per dump truck load, against the owner of the property in front of which such refuse was placed.**
- c) For purposes of this Code section, violations may be assessed against the property owner of any property that is vacant at the time of the scheduled service.**

**The fines and/or charges stated above may be billed to the owner and collected as taxes and levies are collected, or in separate billings, including but not limited to those related to utility payments. Every charge authorized by this section with which the owner of such property shall have been assessed and remains unpaid shall constitute a lien against such property.**

**Sec. 70-39. - Dangerous waste items.**

- (a) It shall be unlawful to place dangerous trash items and all waste materials of injurious nature such as broken glass, light bulbs, sharp pieces of metal and the like in containers unless they are securely wrapped and marked so as to prevent injury to the collection crews.**
- (b) Fluorescent tubes, televisions, radios, dry cell batteries and all other electronic waste shall be placed beside the waste container for separate collection for recycling.**  
Fluorescent tubes shall be bundled or taped together and placed in a bag or box to prevent breakage.
- (c) Television and monitors the have been accumulated and disassembled for the sole purpose of scavenging will not be removed by the collection crews.**

(Ord. No. 05.24, 10-11-05)

**Sec. 70-41. - Storage of yard, bulk wood and debris waste.**

- (a) Leaves, grass, and clippings. ~~Grass trimmings, hedge trimmings~~ Grass will not be picked up at the curb. Small quantities of grass clippings may be placed in the waste container along**

with the household waste. Large piles shall be disposed of by the lawn maintenance service or the home owner. At no time will bagged grass be picked up. ~~and~~ Leaves shall be placed at curbside in piles to facilitate collection by city vacuum equipment. ~~Hedge and shrubbery trimmings that are too large to be collected by vacuum equipment shall be stacked adjacent to but not mixed with leaves or grass trimmings.~~ Yard waste shall not be placed over or near any storm sewer inlet. It shall be unlawful for any person to place or allow to be placed or to continue the accumulation of leaves from their premises to be on a sidewalk, on an area that pedestrians would be expected to use to walk upon parallel to a public street, or a median strip within a public right-of-way. Normal city collection will be limited to one service per week during the months of ~~April~~ October through December and one service per month in the months of January, February, and March. That service shall occur in the second week of January, February and March.

- (b) *Tree trimmings, brush and other debris waste.* No tree trunks, branches, limbs or shrubbery larger than 12 inches in diameter shall be collected by the city except as provided herein. Tree and shrubbery limbs shall have protruding branches trimmed and must be neatly stacked and placed in an orderly manner at curbside. Tree limbs trunks and stumps of greater than six-inch diameter shall be cut into sections manageable by city mechanized equipment. The public works solid waste collection supervisor shall advise owners or occupants of property where such oversize material has been placed of the action necessary to reduce the waste to a manageable size. Stumps placed for collection shall be completely free of dirt, rock or other deleterious materials. Stumps and other debris waste up to 24 inches in diameter may be collected by city mechanized equipment if the public works department solid waste collection manager determines that the material can be cut into segments manageable by said equipment. Thorny vegetation shall be placed near the curb in small neat piles. Tree trimmings, limbs and other brush may not be combined with yard waste or with bulk wood waste. When placing tree and shrubbery trimmings near curbside, consideration should be given to overhead utility services. If such trimmings cannot be safely collected by mechanized equipment, the trimmings will be left at curbside and the property owner properly notified. Such collection by the city will be limited to one regular service per week.

City resident may bring tree trimmings, brush and other debris waste generated at the residential dwelling to the landfill at no charge for up to one ton of waste per load up to a limit of six loads per year. A current utility bill must be shown as proof of residency.

The city will not collect waste generated as a result of services provided to a resident by for hire/licensed contractor services or yard maintenance services. Special arrangement may be made for the collection of such material by the city when the contractor refuses removal of said material.

- (c) *Bulk wood waste.* Bulk wood ~~waste~~ shall not be collected by the collection department and shall be the responsibly of the home owner or contractor to properly dispose of such materials including but not limited to, construction or demolition waste. ~~which may be collected pursuant to the provisions of this chapter, fence posts, poles and similar items shall be sized and placed in the manner required for tree trimmings and other debris waste in subsection (b) above. Bulk wood waste shall be stacked separately from yard waste and tree trimmings. Bulk wood waste may be placed with stumps and other oversize waste described in subsection (b) above.~~

City residents may bring bulk wood waste generated at the residential dwelling to the landfill at no charge for up to one ton of waste per load up to a limit of six loads per year. A current utility bill must be shown as proof of residency.

(Ord. No. 10.07, 12-14-10)

**Editor's note**— Ord. No. 10.07, adopted Dec. 14, 2010, repealed § 70-41, in its entirety and enacted new provisions to read as herein set out. Prior to this amendment, § 70-41, pertained to similar subject matter. See Code Comparative Table for derivation.

**Sec. 70-42. Commercial Refuse Container Permit.**

(a) All waste haulers shall track and record container locations in the City and remit a permit fee annually to the Department of Public Works for all permanent commercial refuse containers. Three-month permits shall be purchased for short term container placement, such as open top roll-offs placed for construction or remodeling where placement is not expected to become permanent. Weekly permits shall be purchased for temporary container placement for use up to but not to exceed seven days, inclusive of weekends. Container must be removed on the seventh day. Containers intended and used exclusively for recyclable materials shall be excluded from the permit requirement.

(b) Any person desiring to place or service any commercial dumpster in the City shall make application to the director. Each application shall contain the name, address, and telephone number of the applicant along with the proposed location of the dumpster. Applicant shall also supply information including the names or markings on the containers, if they are different from the owner's company name. The applicant shall be the owner of the dumpster.

- (1) The director, before issuing any permit, shall cause an inspection to be made of the premises within the city named and described in the application for a permit under this article for the purpose of determining whether the premises comply with the provisions of this article, including but not limited to the standards established in section 70-34 of this article. The director shall also inspect all dumpster-type containers and all roll-off containers. If the director shall be satisfied from the inspection that the premises and containers are in conformity with this chapter, he shall issue, or cause to be issued, upon payment by the applicant to the city of a fee per container, as set forth in a schedule of fees which may, from time to time, be approved by the city council, a permit authorizing the placement of commercial dumpster. If the director shall not be so satisfied, or if the applicant has refused the director the right to enter and inspect any premises, except the interior of any residence, pursuant to section 70-30 for the purpose of enforcing the provisions of this article, he shall deny the application and advise the applicant in writing of the denial setting forth the reasons therefor.
- (2) At the time of issuance of a permit, the director shall assign to all containers a seal of approval. All commercial containers inspected and approved pursuant to this section shall have affixed a seal of approval to be furnished by the director, which seal shall signify approval at time of inspection, but which approval may be revoked at any time should said container deteriorate, in the opinion of the

director, to an unsatisfactory condition, and each seal of approval shall expire at the time the permit expires.

- (3) Every **annual** permit issued pursuant to this article shall terminate at the end of the fiscal year (June 30) for which it is issued, unless sooner suspended. The permittee's premises and container shall be inspected each year and the permit shall be renewed if the premises and containers are in conformity with this article. A permit shall not be transferable to any other person or location.
- (4) **Three month permits shall expire 90 days from the date the container was placed. Application must be made and approved before any container is placed.**

(Ord. No. 13.09, 7-9-13)

**Sec. 70-44. Suspension of permit.**

- (a) Following the issuance of a permit, if the director finds that a container, its pad, or surrounding area do not conform to the provisions of this article or that a permittee has refused the director the right to enter the property in order to inspect such container, pad, or surrounding area pursuant to [section 70-43](#) for purpose of enforcing the provisions of this article, or that a permittee or an employee of a permittee has failed or neglected to comply with any of the minimum standards set forth in section 70-47, the director may enter an order for the suspension of the permit until such time as he finds that the reason for the suspension no longer exists. A copy of the order shall be sent to the permittee at his place of business by certified mail, which order shall set forth the reasons for the suspension. The suspension shall be effective ten days after the date it is executed by the director, and the order shall state this effective date; provided, however, that if the director finds that an immediate suspension is necessary to protect the health or safety of city residents, the suspension shall be effective immediately and the order shall so state. Except in cases of an immediate suspension, the order shall inform the permittee that he may dispute the suspension by submitting to the director, in writing or in person, reasons why the permit should not be suspended. The order shall also inform the permittee of the date and time by which such written submission must be submitted and of the date, time and place at which the permittee may make a submission in person. If the permittee does not make a timely written or personal submission to the director, the suspension shall become effective and the order shall become final on the date set forth in the order. If the permittee does make a submission, the suspension shall be stayed pending the director's consideration of the submission and the issuance of a final order affirming, amending or rescinding the earlier order. This final order shall be effective on the date it is executed by the director and shall be sent to the permittee at his place of business by certified mail. The failure of a permittee to make a written or personal submission to the director shall not affect the director's authority to reinstate a suspended permit, pursuant to [section 70-45](#).
- (b) Any person violating this provision, after the order is final and permit suspended, shall be guilty of a Class 4 misdemeanor. Each day a violation continues shall be deemed a new and separate violation. In addition ~~to any penalties imposed for each violation, a judge hearing the case shall order~~ or in lieu of prosecution of such person for a Class 4 misdemeanor

violation, the City may assess a special service charge as set out in Section 70-47 herein if the person responsible for such condition to remove, restore, remediate, or correct the violation or condition, and each day's default in such removal, restoration, remediation, or correction after being so ordered shall constitute a violation of and a separate offense under this article.

- (c) For repeated violations or prolonged noncompliance, the city reserves the right to remove the container from its location, impound the container, and assess fines to recuperate costs for the removal and transportation not to exceed \$500.

(Ord. No. 13.09, 7-9-13)

#### **Sec. 70-46. Minimum Standards.**

All commercial refuse containers placed within the city shall comply with the rules and regulations set forth below:

- (1) All containers shall have a current refuse permit.
- (2) All containers shall be kept in good condition to ~~insure~~ ensure health and human safety. This includes no holes to prevent leakage and vermin from entering.
- (3) All containers shall have working doors and lids to minimize windblown litter.
- (4) All containers shall be clearly marked with the company name and contact information, all containers shall have appropriate safety signage in place.
- (5) All collection vehicles shall be clearly marked with the company name on both sides and contact information.
- (6) All collection vehicle openings shall be covered either by mechanical covers or tarps during the transportation of waste on public roads or right of ways.

**Sec. 70-47. A violation of any provision contained herein for which the penalty is not expressly stated, shall be a Class 4 misdemeanor. In addition to or in lieu of prosecution of such person for a Class 4 misdemeanor, the City may assess a special service charge subject to the following:**

- a) An offense in violation of Sec. 70-26, 70-27 or 70-31 shall be subject to a special service charge of \$25 per occurrence.
- b) An offense in violation of any provision for which the penalty is not expressly stated shall be subject to a fine of \$25 per occurrence or a service charge equal to the City's actual cost to remedy the violation, not to exceed \$150.
- c) If a property owner wishes to be heard on the issuance of any Notice of Violation or fine or service charge, the property owner may request, in writing, a hearing with the City Manager. Such request must be received by the City Manager within seven (7) business days of the action sought to be reviewed and must state the reasons for the requested hearing. The City Manager or his/her designee shall schedule the hearing within ten (10) business days of receipt of the request for hearing and any decision shall be set forth in writing within three (3) business days after the hearing.

- d) In addition to other remedies provided by this Code and/or the Code of Virginia, any fines, costs or service charges for solid waste collection and removal that may be charged pursuant to this Chapter 70 Solid Waste that remain unpaid for more than thirty (30) days after a bill or invoice has been sent for such fines, costs or service charges shall be referred to the City Treasurer. The Treasurer shall include such fines, costs or service charges in the next regular real estate tax bill sent to the owner of the real estate. All unpaid fines, costs or service charges shall constitute a lien against such real estate and be collected as other taxes and liens are collected.**

## APPENDIX TO CHAPTER 70 - SOLID WASTE FEES

### 1. Collections Fees

- (a) City served. **Non-Residential Establishments** and non-individually electric metered **Multiple Unit Residential Establishments** where service is provided via not more than four 95 or 300 gallon, or any combination thereof, City provided automated collection containers. Only locations which are accessible to automated collection vehicles will be served. ~~Collections shall be limited to two per week.~~

#### **Charge, Payable Quarterly**

95 gallon containers: each pick up - ~~\$75.00~~ \$80.00 first container, ~~\$25.00~~ \$35.00 each additional  
300 gallon containers: each pick up - ~~\$150.00~~ \$160.00 first container, ~~\$75.00~~ \$85.00 each additional

~~Additional weekly collections shall be billed at half the Quarterly Billing rate.~~

- (b) Single and **Two-Family** attached and detached residences, condominiums, townhouses, and any other residential unit where electric service is individually metered. ~~Single metered multi-unit apartment buildings shall be charged collection fee times the number of units in the building. Fees shall remain in place as long as utilities remain turned on, as the dwelling has the potential to generate waste, regardless of being occupied or vacant.~~

#### **Fee Payable with Utility Bill**

~~\$15.00/Month~~ \$17.00

- (c) Eleemosynary Institutions: (It shall be the responsibility of the institution to apply for and provide the necessary information to qualify for this category.)

#### **Charge, Payable Quarterly**

95 gallon containers: \$65.00 first container, \$15.00 each additional, \$45 twice weekly collections

300 gallon containers: \$100.00 first container, \$50.00 each additional, \$75 twice weekly collections

- (d) Bulk wood, brush or bulk waste collection for non-residential or multi-family locations

**Bulk waste** \$35.00 per service plus disposal fees at gate rate, one ton minimum (service requiring more than a single load shall be considered as separate services for each load). A deposit in the amount of a single load plus one ton disposal fee is required prior to any collection activity.

**Excess brush or waste generated from contractors: \$150.00 up to one truck load. A deposit in the amount of \$150.00 is required prior to any collection activity. Service**

requiring more than a single load shall be considered as a separate service for each load.

2. Disposal Fees

- (a) Municipal solid waste (Per Ton) ~~\$25.00~~-\$30.00
- (b) *RESERVED*
- (c) Debris and demolition waste (Per Ton) ~~\$25.00~~ \$30.00
- (d) ~~Combustible Wood Waste Brush~~ (Per Ton) ~~\$55.10~~-\$35.00
- (e) Minimum fee for (a)-(d) except as noted in (j) ~~\$12.00~~-\$15.00
- (f) Leaves, grass, yard waste (Per Ton) \$30.90
- (g) Bulk waste tire processing fee; tires not to exceed 24.5" wheel size (rimless only) (Per Ton) \$115.00
- (h) Individual tires brought in by other than Bristol, Virginia private residents (Each) \$6.50
- (i) Surcharge for tires encrusted with mud or rock or on rims (Each), waste stream tires \$6.50
- (j) Waste tires, shredded (Per Ton) \$30.90
- (k) Bristol, Virginia private residents; all types of permitted waste,  
No charge for waste brought in by Bristol, Virginia residential dwelling for up to one ton of waste. Limit of six loads per year. Must show current utility bill.

Up to 500 lbs.	<del>\$3.00</del>	\$0.00
500 to 1,000 lbs.	<del>\$5.00</del>	\$0.00
Over 1,000 lbs. (Per Ton)	<del>\$30.90</del>	\$30.00
Waste Tires, individually, up to 16" wheel size, delivered by private citizens in lots of less than 5 (Each)		\$2.00

3. Commercial Refuse Container Permit Fees

- (a) 1 to 5.99 cubic yards ~~\$45.00~~ \$50.00 annually
- (b) 6 to 7.99 cubic yards ~~\$90.00~~ \$100.00 annually
- (c) 8 cubic yards or larger ~~\$180.00~~ \$200.00 annually
- (d) Temporary use containers
  - a. 1 to 5.99 cubic yards ~~\$11.25~~ \$12.50 quarterly
  - b. 6 to 7.99 cubic yards ~~\$22.50~~ \$25.00 quarterly
  - c. 8 cubic yards or larger ~~\$45.00~~ \$50.00 quarterly
- (e) Weekly permits for all containers \$10.00 weekly

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

ADOPTION \_\_\_\_\_

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

Meeting Date: June 28, 2016

Department: City Manager

Bulk Item: Yes  No

Staff Contact: Tabitha Crowder

---

**AGENDA ITEM WORDING:**

Consider Appropriating \$55,200 for Pre-Trial Services to the FY 16-17 Budget

---

**ITEM BACKGROUND:**

During FY15-16, the City participated in the Pretrial Services provided by Southwest Virginia Community Corrections. Southwest Virginia Community Corrections will provide an update on the results of the first year of the program. In addition, costs for the program going forward will also be discussed.

---

**PREVIOUS RELEVANT ACTION:**

N/A

---

**Staff Recommendations:**

Staff recommends that Council fund the request. With the increase in the City's jail population, this proactive program should be considered for another year. The budget adjustments prior to the first reading included an additional \$43,861 toward the reserve. This amount would cover the majority of the \$55,200 with the remaining coming from the \$11,339 from the reserve. This leaves \$1,351,923 in the reserve.

---

**DOCUMENTATION:**      Included       Not Required

**MOTION:** I move to appropriate \$55,200 for pretrial services from 94030-9141 Reserve to 33010-3141 Professional Services – Pretrial.

---

Bristol Monthly Pretrial Budget

Personnel: (Based on a Salary of \$32,000.00)

Salary- \$2,667.00

Fringe Benefits:

VRS- \$300.00

FICA- \$204.00

GI- \$33.00

Hosp- \$837.00

UE- \$6.00

WC- \$5.00

Total Fringe- \$1,385

Total Personnel- \$4,052.00

Travel- 196 miles X \$.54 (Bristol to Lebanon and back once a week) \$106.00

Supplies (Drug Testing and paper and Toner) - \$442.00

Total Monthly Budget- \$4,600.00

Yearly Budget- \$55,200.00

Southwest Virginia Community Corrections is working with the Virginia Department of Criminal Justice Services to obtain money from a Grant that could possibly reduce the cost to the City of Bristol in the future.

## Pretrial Report

The Pretrial Supervision Program is designed to aid the courts in the initial processing of defendants, reducing jail overcrowding, and upholding public safety. The program accomplishes these tasks through the provision of screening and background information about offenders to the judiciary at court hearings as well as maintaining supervision of offenders awaiting trial.

An integral responsibility of the Pretrial Supervision Program is to provide background information to the courts on newly arrested defendants to assist judges in the pretrial phase of the judicial process. Pretrial Interviewer/Investigation Officers screen defendants who are being held in the Bristol City Jail awaiting their first court appearance. These officers collect and verify demographic information, criminal history and other information regarding substance abuse, mental health treatment and/or medical problems. The Pretrial Interviewer/Investigation Officers compile a risk assessment based on the information collected and make a recommendation to the courts in reference to a defendant's bond. The defendant may be recommended for continued detention, pretrial supervision, a monetary secured bond and/or release with a promise to appear (Personal Recognizance Bond). When a recommendation for release with pretrial supervision is made, a defendant is referred to the program by the court.

Pretrial Supervision Officers provide supervision for these defendants until a final disposition is reached in their court case. When defendants are placed in the Pretrial Supervision Program, they are additionally ordered by a judge to comply with certain supervision conditions. Defendants are released back into the community with the stipulation that they comply with these conditions while they are awaiting trial. Conditions may include:

- Weekly office contacts with a Pretrial Supervision Officer
- Weekly or bi-weekly drug testing
- Attendance at substance abuse education classes
- Assessment and services provision
- Any other special conditions imposed by the court

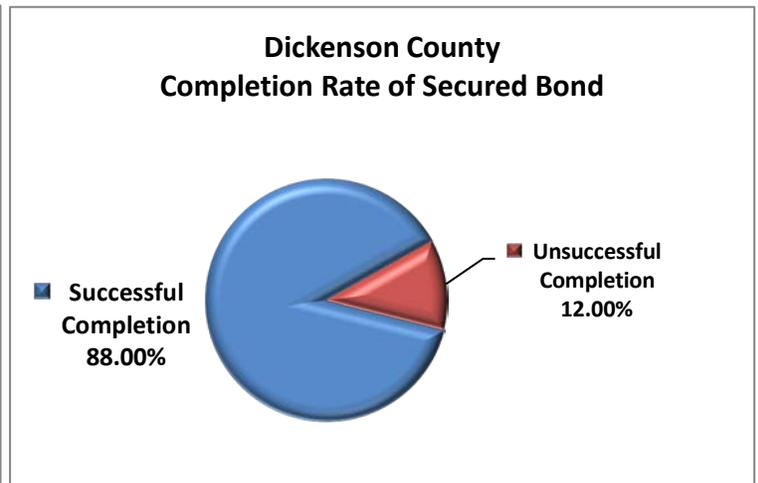
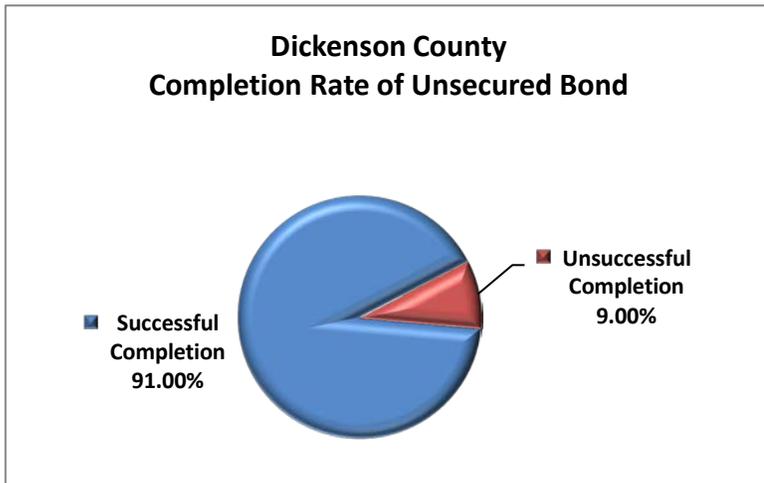
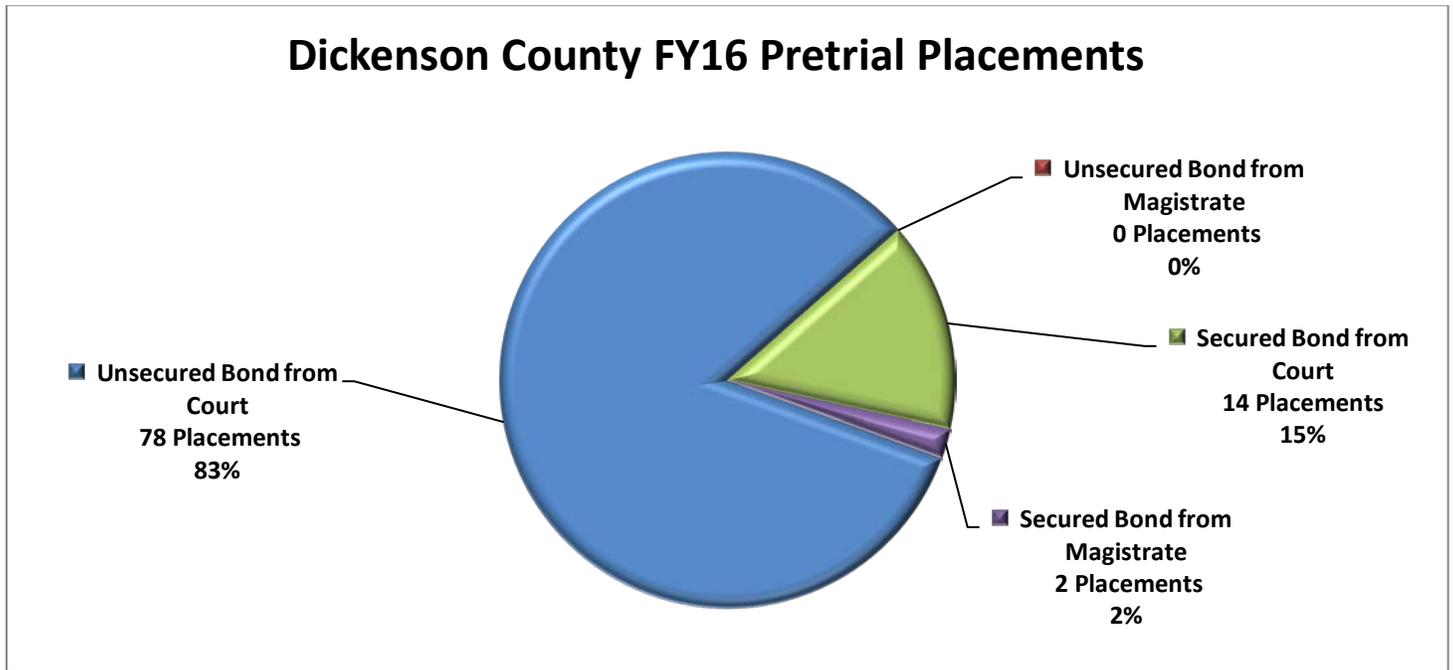
Pretrial Officers' duties include:

- Interviewing defendants in jail.
- Completing necessary court paperwork and verifying defendant information.
- Reviewing criminal histories.
- Evaluating information and making bond recommendations to the court.
- Providing judges, Commonwealth's Attorneys and defense attorneys with investigation results and release/bond recommendations.

Pretrial Supervision Officers monitor compliance with the conditions of release and report participant progress and/or violations to the courts. The Pretrial Supervision Program is used for both misdemeanor and felony defendants; the average defendant remains in the program for approximately six to twelve months. In the event of non-compliance, the Judge may return the defendant to jail to await trial.

## Pretrial Comparison Between the City of Bristol and Dickenson County

Dickenson County Fiscal Year 2016:



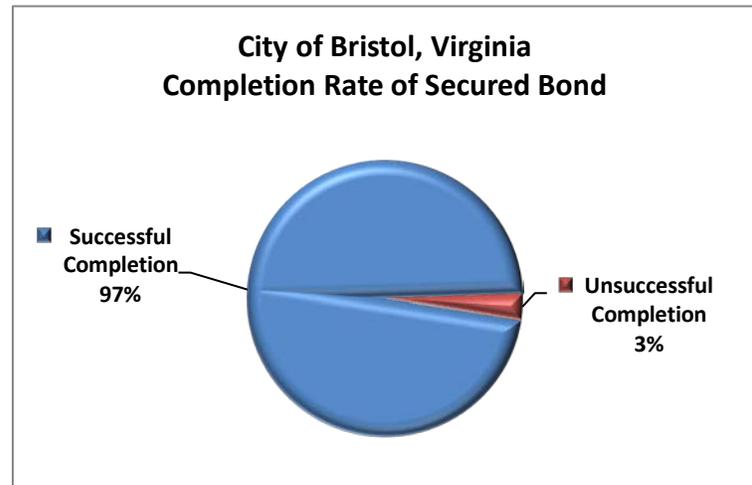
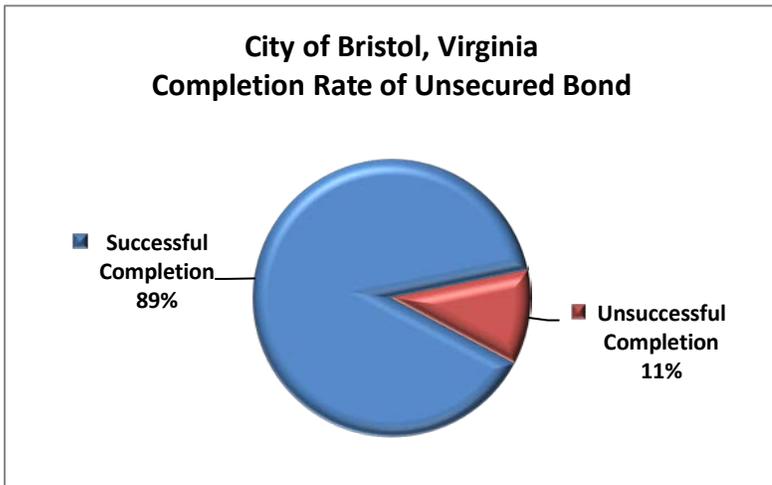
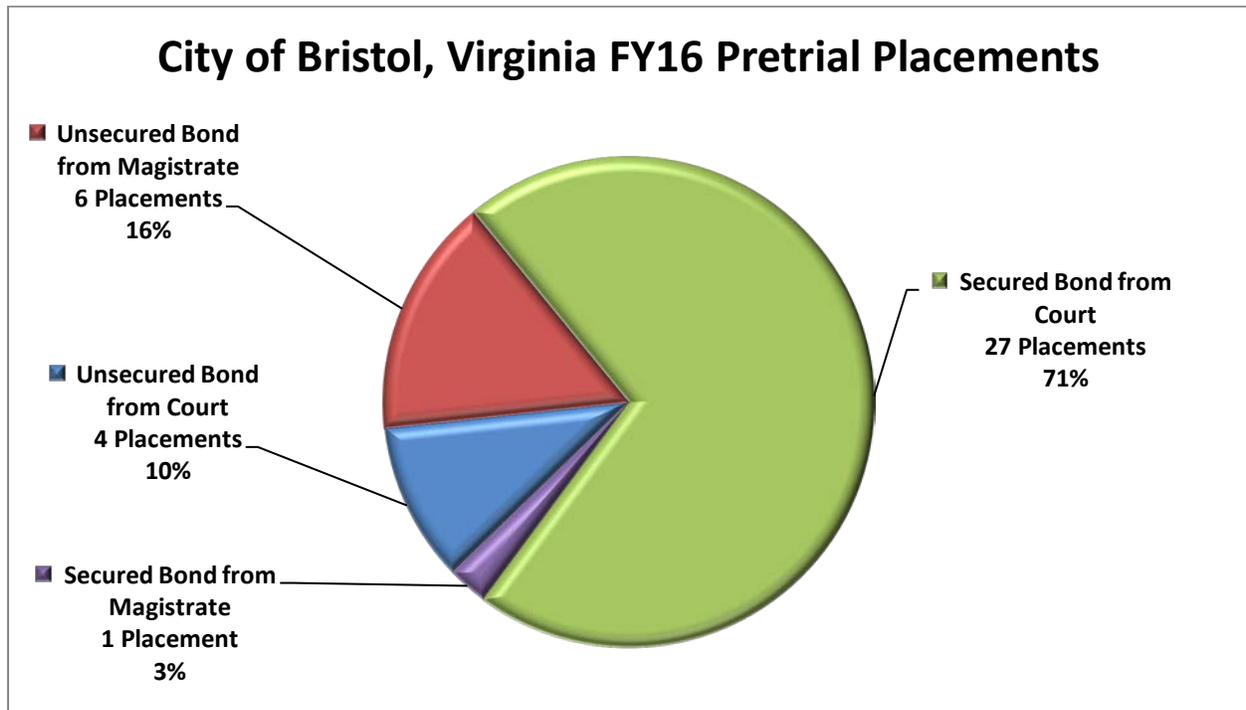
\*Successful completion is defined as returning to court and receiving no new charges while released to pretrial supervision.

Total days of Pretrial Supervision of the 94 closed placements: 12,068

At an estimated cost of \$30/day at the Regional Jail those days would have cost the County ~\$362,040.00.

At an estimated cost of \$6/day for Pretrial Services those days cost ~\$72,408, for a total savings of **~\$289,632.00.**

City of Bristol Fiscal Year 2016:



\*Successful completion is defined as returning to court and receiving no new charges while released to pretrial supervision.

Total days of Pretrial Supervision of the 38 closed placements: 3,511

At an estimated cost of \$60/day at the Bristol City Jail those days would have cost the City ~\$210,660.00.

At an estimated cost of \$6/day for Pretrial Services those days cost ~\$21,066, for a total savings of **~\$189,594.00.**

If the City were to continue funding Pretrial Services, after 5 years the potential savings would be ~\$1 million with the current number of placements. With the expected program growth, the savings would be much larger.

#### Current Pretrial Population in the Bristol City Jail:

Currently the Bristol City VA jail is overcrowded. The pretrial population of the jail is currently 43 defendants, of those defendants 21 have qualified for pretrial however; they have been given a secured bond and cannot afford to pay the bond to be released. These cases alone cost the City of Bristol and its taxpayers \$60.00 per defendant per day; in comparison Pretrial's average cost is approximately \$6 per defendant per day. These defendants have spent a total of 1,689 days awaiting trial costing the City \$101,340.00 which could have been saved if placed on Pretrial Services. With continued use of pretrial services the City will begin to see much larger savings and the cost per day should decrease.

#### BRISTOL 16 Month Report: (March 2015 to Present Day)

There have been 5,826 days that Pretrial has supervised defendants out of the Courts of the City of Bristol. The cost of the 5,826 days is \$34,956.00 for pretrial services and if incarcerated it would be \$349,560. That is a savings of \$314,604.00.

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

Meeting Date: 06/28/2016

Department: Police

Bulk Item: Yes      No X

Staff Contact: Captain Darryl Milligan

---

**AGENDA ITEM WORDING:**

Consider Contract with Wireless Communications, Inc. for emergency services call handling equipment, software, and installation services to establish inter-operable E-911 systems between City of Bristol and Washington County, Virginia.

---

**ITEM BACKGROUND:**

The City of Bristol, VA and Washington County, VA are co-applicants and award recipients for a grant from the Virginia Information Technologies Agency (VITA) to upgrade the City and County E-911 Public Safety Answering Point (PSAP) to allow each jurisdiction to provide back-up services to the other in the event of circumstances that disable or overwhelm either jurisdiction. Neither jurisdiction currently has this capability of back-up and/or redundant services.

---

**PREVIOUS RELEVANT ACTION:**

1. Memorandum of Understanding signed by Bristol City Manager Tabitha Crowder and Washington Co. County Administrator Jason Berry 09/29/2015 to participate in PSAP Shared Services Grant and Washington County to serve as the Fiscal Agent for the grant.
  2. Grant application submitted 09/30/2015.
  3. Grant application approved and grant awarded 01/16/2016, to begin 07/01/2016.
  4. City Council approved by resolution that Wireless Communications, Inc. is the only practical source of equipment, software, and services for installation of emergency services call handling equipment to establish inter-operable systems between the City of Bristol and Washington County, Virginia on 05/24/2016.
- 

**Staff Recommendations:**

Staff recommends approval which will be in the best interest of public safety.

---

**DOCUMENTATION:**      Included   X        Not Required           

**MOTION:** I move to approve the contract.

**ATTACHMENTS:**

- 16 0614 Complete Proposed Contract – Wireless – PSAP (PDF)
- FY17 PSAP Grant Application – Washington County-City of Bristol-Shared Services and FY17 PSAP Grant Award Letter – Washington – GRANT ID 139 (PDF).
- Memorandum of Understanding – Washington County-City of Bristol (PDF).
- Bristol City Council Resolution dated 05/24/2016 (PDF)

**Resolution of Sole Source Determination  
For Negotiation with Wireless Communications, Inc. for Completion of City of Bristol and  
County of Washington Public Safety Answering Points Interoperability Improvements**

**WHEREAS :**

1. The Virginia E-911 Services Board awarded to the County of Washington, Virginia, and the City of Bristol, Virginia, a grant to fund installation of emergency services call handling equipment at the Public Safety Answering Points (PSAP) for County and City for the purpose to enable sharing of services and interoperability of facilities in an E-911 system that will enable each jurisdiction to serve as a back-up E-911 call handling system for the other jurisdiction (Grant Project);
2. The County has a current contract, with Wireless Communications, Inc., extending through December 18, 2018, with optional automatic renewals for equipment and maintenance of equipment in its PSAP, including call handling equipment;
3. County call handling equipment requires minimal adjustment to fulfill the Grant Project in comparison to the current status of equipment and software in service at the City PSAP;
4. The City contract for PSAP equipment and maintenance is with a different contractor on a month-to-month basis;
5. Wireless Communications, Inc. is competent to provide all equipment and services to complete the Grant Project;
6. Retaining a provider other than Wireless Communications, Inc. would be impractical as it would create the following issues:

Creation of potentially conflicting services, equipment, and software in the County and City PSAPs that would impede achieving the interoperability goal of the Grant Project due to the County's current contract with Wireless Communications and the continued viability of County equipment and software that, for cost effectiveness should remain in service;

Potentially increased cost to complete the Grant Project because County equipment and software that would otherwise not require replacement may have to be replaced to achieve interoperability with equipment and software available to a provider other than Wireless Communications, Inc. for installation in the City PSAP;

Decreased efficiency in terms of long-term service and maintenance due to the need for County and City to communicate with multiple providers, who would also have to coordinate services with each other for service calls and PSAP updates;

7. Virginia Code section 2.2-4303(E) allows a governing body to make a written determination that there is only one source practicably available for that which is to be procured, and,

upon such written determination, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation.

**NOW, THEREFORE, ON THE BASIS OF THE FOREGOING**, and in consideration of the best interests of the public health, safety, and welfare, the City Council of Bristol, Virginia, resolves as follows:

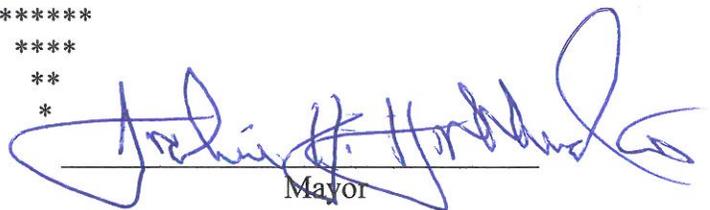
The Council determines that Wireless Communications, Inc. is the only source practicably available to provide the equipment, software, and services to complete the Grant Project; and

The contract for the Grant Project may be negotiated with Wireless Communications, Inc., without competitive sealed bidding or competitive negotiation and may be awarded to Wireless Communications, Inc. upon successful completion of such negotiation and approval of the resulting contract by the County Board of Supervisors and City Council.

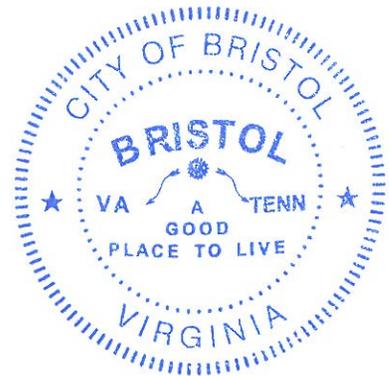
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*  
\*\*  
\*  
\*



City Clerk



Mayor



Adopted by Bristol Virginia City Council during the regular meeting held on May 24, 2016.

**CONTRACT BETWEEN  
WIRELESS COMMUNICATIONS, INC.;**  
**CITY OF BRISTOL, VIRGINIA; & COUNTY OF WASHINGTON, VIRGINIA FOR  
PUBLIC SAFETY ANSWERING POINT CALL HANDLING EQUIPMENT REPLACEMENT**

THIS CONTRACT BETWEEN **WIRELESS COMMUNICATIONS, INC. (CONTRACTOR); CITY OF BRISTOL, VIRGINIA (CITY); & COUNTY OF WASHINGTON, VIRGINIA (COUNTY) FOR PUBLIC SAFETY ANSWERING POINT (PSAP) CALL HANDLING EQUIPMENT (CHE) REPLACEMENT** (Contract) is made effective and entered into this the 1<sup>st</sup> day of July, 2016 (Effective Date).

**1. Parties**

The parties to this Contract are:

<b>WIRELESS COMMUNICATIONS, INC. (Contractor)</b> 4800 Reagan Drive Charlotte, North Carolina 28206 ATTN: Bruce Williams Telephone: 336-510-8681	<b>COUNTY OF WASHINGTON, VIRGINIA (County)</b> 1 Government Center Place, Suite A Abingdon, Virginia 24210 ATTN: Emergency Services Coordinator Tim Estes 276-525-1330	<b>CITY OF BRISTOL, VIRGINIA (City)</b> 300 Lee Street Bristol, Virginia 24201 ATTN: Police Department Captain Darryl Milligan 276-645-7284
<p><b>COUNTY and CITY</b> may be referred to together as <b>“County and City”</b> or <b>“Purchaser”</b> interchangeably.</p>		

**2. Term of Contract.**

This Contract shall be effective as of the Effective Date shown above and shall terminate upon completion of all services and payment as described herein within 225 days of the Effective Date (February 13, 2017), or as earlier terminated as set forth herein.

**3. Contract.**

The documents comprising this Contract, which may be called the Contract Documents, and their order of precedence in case of conflict are:

<u>Exhibit Identification</u>	<u>Document description</u>
A.	Washington County, Virginia, VESTA Geo-Diverse E-9-1-1 System Detailed Statement of Work
B.	June 2, 2016, Wireless Communications, Inc. Quote: Vesta 911 Phone System
C.	FY16 PSAP GRANT PROGRAM APPLICATION: Washington County 911 CHE Replacement
D.	Memorandum of Understanding between County and City dated September 29, 2015
E.	Mandatory Virginia Public Procurement Act Contract Provisions

**4. Procurement.** Contractor was identified as the only source practicably available to complete the Contract in accordance with Virginia Code section 2.2-4303(E) for reasons stated in resolutions adopted in the course of regular meetings by the County Board of Supervisors on May 24, 2016, and City Council on May 24, 2016, and as recorded in the meeting minutes of each governing body.

**5. Purpose.**

The purpose of this Contract is for Contractor to sell to County and City and for Contractor to install emergency services call handling equipment at the Public Safety Answering Points (PSAP) for the County and City to allow a shared services E-911 system that will enable each jurisdiction to serve as a back-up E-911 call handling system for the other jurisdiction in the event of inability of either PSAP to receive E-911 calls, dispatch responders, or both receive and dispatch. In addition, Contractor shall provide training to County and City employees on such Equipment. Equipment in each locality will be owned by the locality in which the equipment is installed. After purchase and installation pursuant to this Contract, ongoing maintenance and support will be the responsibility of each locality for its own equipment.

**6. Introduction**

- a. Changes in software and electronic technology since installation of the County and City PSAP call handling equipment have rendered the equipment near obsolete as well as expensive and difficult to maintain.
- b. As such, the County and City call handling systems are at risk of failure that would leave the County and City unable to receive emergency wireless and wire-line E-911 calls and to dispatch emergency response.
- c. The mutual need for updating, as described above, creates an opportunity for County and City cooperation to create a coordinated call-handling system that can communicate between jurisdictions more quickly and efficiently, which will provide better protection to the citizens of each jurisdiction.
- d. On the basis of the circumstances described above and as further explained in the Grant Application attached as Exhibit B, the Virginia Information Technologies Agency awarded grant funding to pay for the equipment and services described in this Contract, including its Exhibits. The grant funding will be available on a reimbursement basis beginning July 1, 2016.
- e. By Memorandum of Understanding dated September 29, 2015, attached as Exhibit C, County and City agreed that the County shall serve as the fiscal agent for the grant administration.

[intentionally blank]

**7. Cost of Goods and Services.**

Contractor shall provide all equipment and services necessary to complete this Contract to the full and entire satisfaction of the County and City for payment in an amount not to exceed the amount set forth below, with the definite understanding that no additional money will be paid for extra work except as set forth in written modification contract certified by all parties hereto to signify mutual agreement to such additional payment.

**Maximum Total Cost: \$233,765.88**

**8. Definitions.**

**Beneficial Use** shall mean: reception of true and actual 911 calls which includes the delivery of Automatic Number Identification (ANI), Automatic Location Identification (ALI), a mapping data stream, and successful interface of data with the Southern Software Computer Aided Dispatch (CAD) system for a minimum uninterrupted and error free period of 7 days following the completion of installation and training of employees, provided however that any such interruptions suffered in reception that can be positively attributed to a source not caused by Contractor or the Equipment shall not qualify as an interruption for purposes of the foregoing definition.

**Day** shall mean calendar day unless specified otherwise. When counting days for timing requirements herein, day one shall be the day of the event from which counting is to start and the deadline shall be 5 p.m. on the deadline date. For example, if Effective Date is July 1, then the term, "within 15 days of the Effective Date," shall be interpreted to mean a deadline of 5:00 p.m. on July 15. If the deadline date falls on a Saturday or Sunday, then the deadline shall be moved to 5:00 p.m. on the Monday immediately following such Saturday or Sunday.

[intentionally blank]

**9. Payment terms.**

- a. County (as fiscal agent) shall remit payments to Contractor in accordance with the following schedule:

<b>Payment</b>	<b>Amount of Payment</b>	<b>Payment criteria</b>
1	20% of Total Cost	Within 15 days of the Effective Date
2	20% of Total Cost	Within 15 days of Purchaser inspection of Equipment delivered to Contractor facility for setup and staging
3	20% of Total Cost	Within 15 days of completion of Purchaser inspection of Equipment delivered to County and City locations for installation
4	Remaining Balance	Within 15 days of final acceptance by County and City of equipment, installation, completion of employee training, and confirmation by County and City of Beneficial Use

- b. Payment number 2. Contractor receipt of equipment for purpose of payment number 2 shall be considered complete after the following procedures have been fulfilled. Upon arrival of all Equipment at a Contractor facility for setup and staging, Contractor shall provide to County and City written notice of such delivery and a complete packing list and the opportunity to inspect the Equipment. County and City inspection shall be completed within 3 business days of their receipt of such written notice. Payment shall be due within the time period stated in the payment schedule, above, after completion of inspection that confirms complete delivery. If inspection is not completed within such time period, or other time period as agreed between the parties in writing, then delivery for purposes of payment number 2 shall be deemed complete and due as stated in the payment schedule, above, commencing on the day after such inspection time period has expired.
- c. Payment number 3. Delivery of Equipment to County and City locations for purpose of payment number 3 shall be considered fulfilled after the following procedures have been completed. At least 2 business days in advance of delivery, Contractor shall provide to County and City written notice of the expected date of delivery and a complete packing list. Inspection within 3 days of the physical delivery of the Equipment into County and City exclusive custody shall be made by a representative of the City or County, at each respective delivery location. County and City shall prepare a written inventory of Equipment at the point of delivery. Payment shall be due within the time period stated in the payment schedule, above, after completion of inspection that confirms complete delivery. If inspection is not completed within such time period, or other time period as agreed between the parties in writing, then delivery for purposes of payment number 3 shall be deemed complete and due as stated in the payment schedule, above, commencing on the day after such inspection time period has expired.

- d. Payment number 4. Final acceptance by County and City of Equipment, installation, and confirmation by County and City of Beneficial Use for purposes of payment number 4 shall be considered fulfilled after the following procedures have been completed. Contractor shall notify County and City when the Equipment has been installed, tested, and determined ready for employee training at the respective locations. Upon completion of employee training and correction of errors or defects identified in the course of such training, if any, to the satisfaction of County and City, County and City shall provide written confirmation of Beneficial Use. If, within 7 business days of completion of employee training, City or County has provided to Contractor neither written notice of error or defect nor written confirmation of Beneficial Use, then such final acceptance and confirmation of Beneficial Use shall be deemed to have occurred for purposes of payment number 4.
- e. Payment in event of dispute. Procedures for dispute resolution and contract termination are set forth in the General Terms and Conditions section hereof. In no event shall County (as fiscal agent) be required to tender payment for any invoices received from Contractor for such disputed Equipment or service, provided however, County (as fiscal agent) shall pay the remaining balance of any such invoice to the extent the amounts are charged for other Equipment or service for which there is no dispute. Notwithstanding the foregoing, in the event of termination of Contract, payment and refund shall be managed in accordance with Contract provisions for termination.
- f. Taxes. In addition to the purchase price specified in this Contract, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the Equipment will be paid by the County (as fiscal agent), or alternatively, the Purchaser will provide the Contractor with a tax exemption certificate acceptable to the applicable taxing authorities.

## 10. Covenants

- a. Contractor Covenants
  - i. Contractor shall provide invoices in accordance with the Payment Terms set forth above to County for payment for Equipment and services for ultimate ownership by the County and to City for payment for Equipment and services for ultimate ownership by the City. City will review and note on the invoices its approval or disapproval for payment and forward such invoices to the County for County to pay, as fiscal agent.
  - ii. Contractor shall provide the Equipment and installation services as described in Contract Documents.
  - iii. Contractor shall test the installed systems, correct any errors and defects revealed by such testing, and have the systems ready for training of County and City personnel on the new systems no later than 180 days from the Effective Date.
  - iv. Contractor shall provide written notice to County and City when the Equipment has been installed, tested, and is ready for employee training. If errors are encountered in the system, work stations, or software during the set up, installation, or training periods, Contractor shall promptly correct those errors.

- v. The Systems shall be capable of providing Beneficial Use to the County and City and free of any errors or defects in operation no later than 210 days from the Effective Date.
  - vi. Contractor warrants that the (1) Contractor is the legal owner of the equipment to be delivered to County and City pursuant to this Contract (Equipment); (2) the Equipment is free from all liens and encumbrances; (3) the Contractor has the right to sell the Equipment; and (4) the Contractor will warrant and defend title of the Equipment against any and all claims and demands of all persons.
  - vii. Contractor warrants that the Equipment will be fit for the purpose for which such equipment is ordinarily intended.
  - viii. Contractor warrants that the Equipment at time of delivery will be free from any security interest or other lien or encumbrance, except the security interest created in this Contract until the Contractor is paid in full.
  - ix. Contractor warrants that the Equipment will be delivered free of the rightful claim of any person arising from patent or trademark infringement, and that in the event of such a claim Contractor will defend against and otherwise shall indemnify the County and City against any loss or damages sustained by the County and City, or either of them, as a result of said claim.
  - x. Contractor agrees to represent the manufacturers' warranties for all Equipment. All manufacturer warranties shall apply. Contractor agrees County and City are receiving 5 years of warranty on all Equipment; being 3 years from the manufacturer warranty and 2 years provided by Contractor. The warranties provided for herein will begin as of the date County and City provide written confirmation of Beneficial Use of the equipment or the date such Beneficial Use is deemed confirmed as provided in this Contract.
  - xi. Except for the above warranties, no other warranty (whether expressed, implied or statutory) is made by the Contractor regarding the Equipment.
- b. County and City Covenants.
- i. County and City shall provide sites at each respective jurisdiction that are ready for delivery of Equipment and for Equipment installation.
  - ii. County and City shall make best efforts to complete inspections of Equipment delivery promptly upon receipt of written notice from Contractor of delivery to Contractor facility or City or County delivery location, respectively.
  - iii. County (as fiscal agent) shall make timely payments pursuant to invoices received from Contractor in accordance with the payment schedule and satisfaction of payment terms as stated herein.

## 11. General Terms and Conditions

- a. Time. Time is of the essence in performance of this Contract.
- b. Dispute. If inspection at the point of delivery to Contractor facility or delivery to City or County location, as described above for purposes of Payment number 2 or 3 or both 2 and 3, yields an issue of City or County with the Equipment, or at the point of final acceptance an issue of

- freedom from error or defect, then City, County, or Purchaser shall provide written notice of such issue to Contractor within the 3-day inspection period for deliveries or within 7 days of completion of employee training for purposes of final acceptance. Such written notice shall also be provided to County (as fiscal agent).
- c. Dispute Resolution. The parties shall make best efforts to resolve disputes within 5 business days of Contractor receipt of written notice of such dispute, or within such other time period as agreed in writing signed by Contractor and Purchaser. In the event that resolution of the dispute requires extension of the Contract for more than 210 days after the Effective Date, then a written contract modification shall be made. In the absence of agreement upon contract modification to resolve the dispute, the parties shall proceed to terminate the Contract pursuant to termination provisions provided herein.
- d. Termination.
- i. If Contractor is unable to correct disputes as notified in writing or any such errors or defects which prevent the Beneficial Use of the Equipment by City or County or both of them within 210 days of the Effective Date, then this Contract shall automatically terminate at 5 p.m. on the 210<sup>th</sup> day after the Effective Date, without any need for prior written notice to any party hereof.
  - ii. If the County (as fiscal agent) fails to pay for any shipment when due without claiming an issue or rejection of such shipment within the time periods as provided herein, the Contractor may provide to Purchaser written notice of intent to terminate within 5 business days of County receipt of such notice. In the event such an issue or rejection is claimed, this termination provision shall not apply and the parties shall work together in good faith to resolve any such issues or disputes pursuant to dispute resolution as provided herein. In the event, County (as fiscal agent) has failed to cure such failure of payment in the absence of pending dispute, then Contractor may notify County and City of termination of the Contract effective at 5 p.m. on the 6<sup>th</sup> business day after County receipt of notice of intent to terminate.
  - iii. In the event of insolvency or bankruptcy of any party to this Contract, any party may provide written notice of termination of Contract to be effective on the date of such notice.
  - iv. In the event of Contractor failure to deliver Equipment in accordance with the delivery dates stated herein or such other time as may be agreed by written contract modification, the Purchaser may provide to Contractor written notice of intent to terminate within 5 business days of Contractor receipt of such notice. In the event, Contractor has failed to cure such failure of delivery within the 5-day period prior to date of intended termination, then Purchaser may notify Contractor of termination of the Contract effective at 5 p.m. on the 6<sup>th</sup> business day after Contractor receipt of notice of intent to terminate.
  - v. Contractor will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of materials,

fires, or accidents. If Contractor will be prevented because of any of the foregoing matters from delivering the Equipment at the time specified herein, then either the Contractor or the Purchaser will have the right to terminate this Contract by notice in writing, which shall identify the reason for such termination pursuant to this subsection, to be effective on the date of such notice.

- vi. If such termination shall occur, Contractor shall refund to County (as fiscal agent) within 15 days of termination all payments received pursuant to the Contract. In the event of termination, County and City agree to cooperate in good faith with Contractor in providing access to and coordinating with Contractor the removal and return of all Equipment that was delivered prior to such termination, the costs of which including but not limited to the cost of any uninstallation, packaging, and/or shipping shall be paid solely by Contractor.
- e. Direct Purchase. County and City may provide Contractor a tax exemption certificate acceptable to applicable taxing authorities to qualify for tax-exempt direct purchase of goods.
- f. Notice. Any written notice required pursuant to this Contract shall be directed to the persons and addresses set out above in the identification of the Parties to this Contract, with a copy of such notice to the attorneys for the County and City, at the same address, respectively.
- g. Shipments. Method of shipment of Equipment shall be at the discretion of Contractor.
- h. Title to Equipment. Title to the Equipment will remain with the Contractor until delivery to and actual physical installation of the Equipment at the County and City locations.
- i. Security Interest. The Contractor retains a security interest in the Equipment until this Contract is paid in full.
- j. Insurance. Notwithstanding anything to the contrary herein, Contractor shall insure against any loss or damage to the Equipment for so long as it maintains title to the goods as provided hereinabove.
- k. Risk of loss. Contractor shall maintain the risk of loss from any casualty to the Equipment, regardless of cause, until the Equipment has been delivered into the physical exclusive possession of City or County at the designated location for such delivery and inventoried jointly by a representative of both Contractor and City or County at the respective location.
- l. Binding contract. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract.
- m. Modification. This Contract may be modified only by written Modification Contract signed by all parties hereto.
- n. Moral obligation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County or Authority. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit Washington County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in

any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds.

- o. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the City's or County's or both of their sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.
- p. Law and venue. This Contract shall be governed by the laws of the Commonwealth of Virginia, and, in the event of litigation venue shall be in the Circuit Court of the County of Washington, Virginia. All parties hereto agree that in the event of any action brought to enforce the terms and provisions hereof, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees and court costs. All parties to this Contract have standing to enforce any covenants, terms, provisions, and Contracts set forth herein.
- q. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
- r. Severability. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, unconscionable, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
- s. Rule of construction. The rule of construction against the drafter of a legal instrument shall not apply to this Contract which has been negotiated at arms-length between the parties hereto.
- t. Headings. Headings are inserted for convenience only and are not to be considered or relied upon when interpreting or construing the meaning of the terms of this Contract. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- u. Survival. All representations and warranties of the Contractor contained in this Agreement will survive the completion of delivery of Equipment and services and payment for such as provided in this Contract.
- v. Assignment. This Contract including the rights and duties hereunder shall not be assignable in whole or in part by any party hereto without the prior written consent of the non-assigning parties, and in the absence of such written consent any attempted assignment hereof shall be *void ab initio*.
- w. Uniform Commercial Code. Except where otherwise stated in this Contract, all terms employed in this Contract will have the same definition as set forth in the Uniform Commercial Code in effect in the Commonwealth of Virginia on the Effective Date.
- x. Remedies. Contractor's limit of liability for any and all costs or damages resulting from defective goods or for any other cause will be for the price of contract actually paid by Purchaser. Notwithstanding anything herein to the contrary, in no event shall either party's liability to the other party arising out of this Contract in any way exceed the total cost of the Contract.
- y. Standing & authority. Contractor represents to Purchaser that Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina, and registered with the State Corporation Commission of the Commonwealth of Virginia to do business in the Commonwealth. Contractor is qualified to transact the business contemplated herein within the Commonwealth of Virginia and has full power and authority to execute, deliver, and perform this Contract, and doing so will not violate any provision of law or contravene any provisions of its internal governing documents. This Contract and the

performance thereof by Contactor have been duly authorized by Contractor to the extent that no further authorization of any third party is necessary to legally bind Contractor hereto, and this Contract together with any accompanying documents being executed by Contractor, have been duly executed on behalf of Contractor and constitute the legal, valid, and binding obligation of Contractor, enforceable in accordance with the terms stated herein.

- z. Cumulative remedies. Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise.
- aa. Waiver. The failure of any party to seek redress for violation of or failure to insist upon the strict performance of any covenant or condition of this Contract shall not constitute waiver of such party's right to seek redress or strict performance at a later date in the absence of written consent to such waiver.
- bb. Execution in multiple counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed to serve as an original Contract.

**WITNESS** the following signatures made pursuant to all due authority.

<p><b>WIRELESS COMMUNICATIONS, INC.</b></p> <hr/> <p>By, _____ Its: _____</p>	<p><b>CITY OF BRISTOL, VIRGINIA</b></p> <hr/> <p>By, Archie Hubbard Its: Mayor</p>	<p><b>COUNTY OF WASHINGTON, VIRGINIA</b></p> <hr/> <p>By, Randy L. Pennington Its: Chairman of the Board of Supervisors</p>
---	--	---

STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing Contract was acknowledged before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 201\_, the \_\_\_\_\_ of Wireless Communications, Inc.

My commission expires: \_\_\_\_\_  
Notary Public

STATE OF VIRGINIA  
CITY OF BRISTOL, to wit:

The foregoing Contract was acknowledged before me by Archie Hubbard as Mayor of the Council of the City of Bristol, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2016,

My commission expires: \_\_\_\_\_  
Notary Public

STATE OF VIRGINIA  
COUNTY OF WASHINGTON, to wit:

The foregoing Contract was acknowledged before me by Randy L. Pennington, as Chairman of the Board of Supervisors of the County of Washington, Virginia this \_\_\_\_ day of \_\_\_\_\_, 2016.

My commission expires: \_\_\_\_\_  
Notary Public

---

## Washington County, Virginia VESTA Geo-Diverse E-9-1-1 System *Detailed Statement of Work*

### **Overview**

This document describes the supplied equipment and a detailed statement of work (SOW) which will be provided by Wireless Communications, Inc. (“Wireless”) to replace the existing 9-1-1 telephone switches for the Washington County, Virginia (“Washington County”) and Bristol PD, Virginia (“Bristol PD”) Communications Centers. This document and other supporting information will become attached as an addendum to a contract between Wireless and Washington County for the stated improvements, subject to the terms and conditions described in this document.

New equipment and services will be supplied for the following subsystems:

- 9-1-1 VESTA Geo-Diverse telephone switch;
- 9-1-1 VESTA Computer Workstations;
- 9-1-1 VESTA System Software;
- Instant recall recorder hardware and software for each workstation;
- ALI modems;
- End-user and administrative training;
- Standard Maintenance Spare Equipment.

### **Equipment**

The following sections provide general descriptions of the equipment provided under this contract, and the functionality of each. Where relevant, brief descriptions of implementation details are also provided.

#### ***VESTA Enhanced 9-1-1 (E-9-1-1) Switch***

A VESTA Enhanced 9-1-1 Geo-Diverse telephone switch, side “A”, will be supplied and installed in the communications equipment room (“equipment room”) at Washington County’s County PSAP.

The VESTA Enhanced 9-1-1 Geo-Diverse telephone switch, side “B”, will be supplied and installed in the communications equipment room (“equipment room”) at the Bristol PD PSAP.

Each E-9-1-1 equipment rack will be secured to the floor and positioned such that sufficient space is available around the rack for technicians to access the equipment and connections mounted to the wall behind the rack, and a minimum of 36" of clear space will be provided between the rack and the front of any electrical distribution panel.

Each E-9-1-1 equipment rack assembly is pre-assembled by the manufacturer, and will comprise the following:

- Redundant Power Supplies;
- New VESTA 4X Virtual servers with MDS/DDS functionality;
- New FXO Gateway's;
- New FXS Gateway's;
- New Cisco or HP Switches
- New Firewall;
- One (1) nineteen inch (19") Flat Panel Monitor;
- One (1) KVM Switches;
- One (1) mouse and Keyboard;
- VESTA E-9-1-1 and user interfaces;
- Two (2) system printers.

Standard 66-type punch blocks will be mounted on a  $\frac{3}{4}$ " plywood backboard, and will connect to the electronics in the equipment rack via standard Centronics-type 25-pair cables to provide the interface between VESTA interfaces and Washington County's 9-1-1 telco trunks. A single cable assembly will connect each workstation to the appropriate operator interface.

### ***Workstations***

A total of eight (8) VESTA workstation assemblies will be supplied and installed.

Four (4) VESTA workstation assemblies will be supplied and installed at Washington County's County PSAP; four (4) VESTA workstation assemblies will be supplied and installed at the Bristol PD PSAP. Each of the eight (8) workstation assemblies will comprise the following items:

- One (1) workstation computer, with one serial port, two USB ports, mouse, keyboard and suitable memory and disk space to support the needs of the E-9-1-1 software suite;
- Microsoft Windows 7 operating system;
- One (1) Sound Arbitration Module (SAM) to provide audio management requirements;
- One (1) external speaker;

- One (1) 22” Flat Panel Touch Screen monitor.

### ***System Software***

Four (4) computer software applications are included with the E-9-1-1 system:

- VESTA 4X 9-1-1 Software;
- VESTA Instant Recall Recorder (IRR) software;
- VESTA Communications Software; and,
- VESTA Telephony Software.

### ***Modems***

Two (2) new ALI modems will be supplied and installed to provide communications between the VESTA E-9-1-1 switch and CENTURY LINK’s redundant Automatic Location Identification (“ALI”) databases.

### ***Maintenance Spare Equipment***

A set of manufacturer-recommended spare components and assemblies is supplied with this project. This will enhance quick restoration of the most likely types of E-9-1-1 system single-point failures.

### ***Portable Answering Position***

One (1) VESTA CommandPost call answering unit will be supplied installed and connected to a VPN connection at Washington County’s County PSAP; one (1) VESTA CommandPost call answering unit will be supplied, installed and connected to a VPN connection at the Bristol PD PSAP. Each unit will comprise the following items:

- One (1) CommandPost laptop computer, with suitable memory and disk space to support the needs of the E-9-1-1 software suite;
- Microsoft Windows 7 Professional operating system;
- One (1) 24-Button Keypad.

### ***Implementation***

The implementation of the Washington County E-9-1-1 system will be accomplished by Wireless Communications factory-trained and experienced technicians. A project manager will be assigned to the project to provide a single point of contact for Washington County, and to schedule and coordinate activities relevant to the implementation.

---

## ***Project Management***

A project manager will be assigned by Wireless Communications to facilitate and oversee the complete project, and will be a single contact point for Washington County for all items concerning the implementation of this project. The Project Manager will provide the following services toward maintaining an organized and orderly project implementation:

- Inventory of all equipment upon arrival, and deliver equipment inventory list to the Washington County;
- Determine and coordinate any site improvements required to ensure the final system operates reliably, according to the manufacturer's specifications, and consistent to Washington County's expectations. This includes the connection of all Wireless supplied E-911 equipment to an acceptable customer provided grounding system meeting manufacturer's specifications;
- Schedule, coordinate, and facilitate the installation of all equipment;
- Provide responses and coordination with Washington County personnel on any areas that are in question during system installation and acceptance;
- Project scheduling;
- Generation and distribution of progress reports throughout the project duration.

The assigned Project Manager will have the power to make significant decisions relevant to the project, and will have direct access to Wireless Communications' top management for resolving problems beyond the Project Manager's direct authority.

The Project Manager will be on site during critical points of the installation of this system, and will perform the following tasks:

- Review all specifications and familiarize himself/herself with the requirements of the project;
- Schedule the delivery, and keep Washington County informed at all times of the delivery schedule of all equipment pertaining to this project;
- Coordination of any required engineering;
- Perform all site visitations with a Washington County representative;
- Coordinate all site preparation required for the successful installation of this system;
- Provide to Washington County all installation documentation, wiring diagrams and as-built documentation;

- Will be on site during the installation of the fixed equipment installation and provide or arrange for additional information and assistance as required by the installation personnel and/or Washington County;
- Coordinate the entire optimization effort of this system until accepted by Washington County;
- Coordinate training and cutover schedules with Washington County;
- Resolve all punch list items to the satisfaction of Washington County prior to final acceptance of the system;
- Schedule and attend monthly or weekly meetings, depending on the status and progress of the project, during the system installation, to keep Washington County up to date on the status of the system installation.

### ***System Staging***

The VESTA system is pre-staged at the factory. Final system configuration, programming and testing will be performed in the field per data acquired from Washington County.

### ***E9-1-1 Equipment Rack Assembly***

The next step in the implementation will be the installation of the equipment rack assembly and all associated equipment. This installation will include several tasks and subprojects.

### ***Punch Blocks***

A finished 4' x 4', 3/4" plywood board will be mounted to the wall of the equipment room, near the planned equipment rack location. The punch block interfaces for the VESTA system, and additional punch blocks as needed to provide appropriate industry-standard connection points for other interconnected equipment, will be mounted to the board. All inbound telco circuits will terminate on this board.

Cable management devices (e.g., spools, U-rings) will be installed on the board to provide clean routing for cabling and jumpers.

### ***VESTA Installation***

The VESTA equipment rack assemblies will be installed in the Washington County PSAP and Bristol PD PSAP equipment rooms. Cabling will be installed between the FXO and FXS Gateways and their respective punch blocks.

The E-9-1-1 trunk interface modules will be configured and jumpers installed to the telco interface punch blocks, as appropriate. Preliminary

alignment will be performed on the trunk interfaces to work with connected 9-1-1 trunks.

The computer aided dispatch (CAD) interface from the VESTA will be configured and temporarily connected to the CAD server to verify correct communications parameters and transmission of ANI/ALI data to the CAD system.

### ***VESTA Workstations and Printer Installation***

Four (4) VESTA workstations and one (1) system printer will be installed at Washington County's County PSAP.

Four (4) VESTA workstations and one (1) system printer will be installed at the Bristol PD PSAP.

System printer will be configured and connected to the VESTA servers and the workstations will be connected to the E-9-1-1 Ethernet network.

### ***Cutover and Workstation Permanent Installation***

After training is complete, the system will be ready for cutover. At this time the existing 9-1-1 workstations will be replaced, one at a time, with the new VESTA E9-1-1 equipment. Cutover will be conducted in a manner that has minimal impact to the live operations of the 9-1-1 call answering functions.

New permanent operator position cables will be installed between the VESTA and the workstation positions. Note that this may occur at any time along the implementation process.

Each workstation computer will be installed at an operator position and connected to the VESTA switch via the 9-1-1 Ethernet network. The flat panel touch screen monitors will be connected via high-quality shielded video cables to the video port on the computer, and will be set on the desktop.

The audio logging output of the Sound Arbitration Module (SAM) card will be connected to the Console Interface Electronics ("CIE") of the radio dispatch console system to allow concurrent use of the headset for both telephone and radio operations if Washington County desires. Cables will be routed and dressed neatly and cleanly, in a manner which allows access for service and maintenance.

When all workstations have been installed, the process of switching the 9-1-1 trunks, ALI circuits, and necessary administrative lines from the old system to the new VESTA E9-1-1 system will occur.

If any major incident or disaster occurs, or at any time as directed by authorized Washington County personnel, the implementation will stop. If this occurs during a testing or alignment cycle, Wireless technicians will stabilize the system as quickly as possible and cease operations until

notified by authorized county personnel that implementation may continue.

Note that, if allowed by available telco and other resources, simultaneous operation of the existing 9-1-1 system and the new E9-1-1 system may be possible.

### ***Final Acceptance***

Once all equipment is installed and working, Washington County will be invited to submit a “punch list” to Wireless Communications of any problems, deficiencies, or other unsatisfactory conditions.

Wireless Communications will commit a time period to resolve all punch list items, and will act to clear up any identified issues.

When the punch list is completely resolved, the Washington County representative will be asked to sign a Final Acceptance Completion Certificate. A sample copy of this certificate is included with this document for reference. By signing this certificate, Washington County will acknowledge that Wireless Communications, Inc. has satisfied the deliverables described in this statement of work, and has completed the contractual obligations for this project. At such time, the project will be considered as complete, and the warranty period will begin.

### ***System Warranty and Service***

Following system acceptance, a one-year warranty period with 7x24 service will begin for all equipment provided under this contract. This agreement is subject to the service agreement terms and conditions included with this document.

### ***Washington County’s Responsibilities***

The following items are the responsibility of Washington County or its agents:

- High speed internet (DSL preferred with Static IP address) access for remote maintenance access; if DSL is PPPoE a router for authentication will be required;
- IP Network connectivity between the primary PSAP equipment room and backup PSAP equipment room. Network shall meet VESTA end-to-end QoS requirements for bandwidth, delay, jitter and loss. Layer 2 with priority queuing. ADS highly recommends dual IP Network connectivity;
- A sufficiently sized ground bus cable between the building’s main electrical entrance ground and the communications equipment room;

- Two (2) dedicated single outlet 20A circuits to the equipment room, within six (6) cable feet of each VESTA equipment rack. The termination for these circuits will be with a receptacle TBD and at location to be specified by Wireless. Power should be sourced via emergency generator-backed uninterruptible power supply (“UPS”);
- One (1) dedicated 15A circuit into two (2) duplex 5-15R receptacles at each workstation area, at locations specified by Wireless. Power should be sourced via emergency generator-backed uninterruptible power supply (“UPS”);
- One (1) RS-232 interface cable, terminated into a DB-9 male connector, from the CAD system for ANI/ALI transfer. Washington County is also responsible for coordination with CAD vendor for clarification, testing, and modification (if necessary) of CAD communications protocols;
- Provide manufacturer approved Netclock GPS master clock for system timing;
- Adequate wall space to mount a finished 4' x 4', ¾” plywood board within six feet (6') of each VESTA equipment rack location;
- Provide and/or order the necessary telco facilities, including (but not limited to):
  - ALI digital modem circuits (to be specified by CENTURY LINK), and
  - 911 trunks and admin circuits;

The 911 trunks and ALI circuits shall terminate on an RJ-21 block mounted to the plywood board within six feet (6') of the VESTA equipment rack location. Admin lines shall terminate on a separate Type-66 block mounted to the plywood board within six feet (6') of each VESTA equipment rack location.

Wireless will assist in the identification of these circuits;

- Coordinate scheduling and provide compensation for participants in administrative and telecommunicator end-user training sessions;
- Disposal of excess equipment and old 9-1-1 system;
- Provide parking for at least two (2) mid-sized vans for equipment delivery, and one (1) mid-sized service van for the implementation period;
- Provide Wireless Communications personnel with timely and accurate decisions and responses to requests for technical, operational, and other information.

## Terms and Conditions

The following terms and conditions apply to this project and associated contract:

### A. General

- A.1. The "Customer" is the end-user or owner of the equipment affected by this Statement of Work, and who will receive the direct benefits from the items in this quotation. The "Client" is the contractor who will provide payment to Wireless Communications, Inc.
- A.2. This is a non-union Statement of Work.
- A.3. Wireless Communications, Inc. is an Equal Opportunity Employer.
- A.4. A Professional Engineer's stamp will not be required by the Customer or Client on any drawings.

### B. Limits to Quotation and Statement of Work

- B.1. Pricing is valid only for those items stated within the Statement of Work. Any modifications to the equipment or the statement of work for the original quote must be re-negotiated.
- B.2. Equipment not described or not stated within this Statement of Work that later requires installation and maintenance will require an additional quote, and the associated costs will be borne by Customer or Client.
- B.3. Pricing is valid for 90 days from the date of any quote, and will be invalid if the installation does not commence within six months from the date of the quote. When conditions dictate an excessive delay in a system installation then a re-negotiated quote may be required.
- B.4. Unless specified, this Statement of Work does not include Customer training.
- B.5. No additional equipment will be installed, other than that listed on the provided equipment list or as described in this Statement of Work.
- B.6. No costs are included to relocate equipment, other than as specified in the Statement of Work. The impact of any modifications, improvements, relocations, or enhancements to the site, to site furniture, or to other equipment, is outside the scope of this Statement of Work, unless specified.
- B.7. This Statement of Work does not include project management, or related tasks (e.g., inventory, project oversight, engineering, etc.), unless such services are specifically enumerated in this Statement of Work.
- B.8. This Statement of Work does not include any spare or backup equipment or services, unless specified in the Statement of Work.

### C. Site Readiness and Accessibility

- C.1. All construction, including painting, flooring, ceiling, wall treatments, electrical, and plumbing, will be complete prior to commencement of installation activities.
- C.2. Wireless Communications will not be responsible for additional trips to ascertain the status of work by others. Site visits precipitated by indications of site readiness from either the Customer or Client, where preconditions for installation have not been met, will be billed to the appropriate party at the prevailing rate.
- C.3. Installation areas will be dry, well-lit, clear of debris, and secure from unauthorized trespass.
- C.4. Customer will be required to provide on-site parking for at least one Ford "Econoline" type van.
- C.5. Installers are to have free access to all work areas either by keys or a Customer escort to stay with them at all times. The Customer bears sole responsibility for compensation of Customer escort(s).
- C.6. Statement of Work is based on access to all sites as required by Wireless Communications and their assigned subcontractor(s). Deviations to the specified site locations will require revised pricing.
- C.7. All installation schedules and work will be based upon local weather conditions.
- C.8. Any stated response time(s) is/are based on access to all sites. Wireless Communications Service Center will not be responsible for delays or additional costs which arise due to inaccessible sites.

- C.9. Clear, clean, unobstructed space is provided by the Client or Customer in which to install and mount all equipment.
- C.10. Connections for all cabling is readily accessible (as defined in the 2002 National Electrical Code) to technicians during installation.

**D. Customer/Client Responsibilities**

- D.1. Customer is to furnish all AC power and phone lines, and is responsible for all recurrent costs for power and telco service.
- D.2. The Customer or Client will obtain and provide any required telephone, power, and grounding terminations within four feet of equipment as applicable to make the system operational. Power will include both utility and emergency power.
- D.3. Cable raceways, conduit, and cable support structures (e.b., cable ladders, ice bridges) required by the NEC and by local codes for cable routing and installation are the responsibility of the Client or Customer, unless specifically included in the Statement of Work.
- D.4. Penetrations and seals of walls, roofs, flooring (e.g., core drilling), and other barriers as required for cable entry and routing are the responsibility of the Client or Customer, unless specifically included in the Statement of Work.
- D.5. All permits and/or licenses required for the duration of the contract will be the responsibility of the Customer or Client.
- D.6. It is assumed that all data provided by the Customer, the Client, their agents, and their vendors, is accurate and reliable. Costs incurred as a result of inaccurate information will be billed to the Client at the prevailing rates.
- D.7. All documentation will be based upon visual observation of current facilities and upon information documented by Customer or Client.
- D.8. Additional testing as required by the Customer or Client for acceptance, other than that specified herein, will be charged on a time and material basis, and payment will be the sole responsibility of the Client.
- D.9. All equipment, hardware, parts, and supplies are the responsibility of the Customer and/or the Client, unless specifically provided for in this Statement of Work.

**E. Software, Firmware, and Data Entry**

- E.1. This Statement of Work does not include creation of any software or manipulation of any spreadsheets or databases, unless specifically enumerated in this Statement of Work.
- E.2. Determination of the compatibility, reliability, and appropriateness for the intended use, of any and all versions of software, firmware, or other programs or databases, either affected by, used in, or modified as a result of this statement of work, is the responsibility of the Customer or Client.
- E.3. The validity of data provided to Wireless Communications, Inc., and subsequently entered into any Customer-owned databases, spreadsheets, or other software applications will be the responsibility of the Customer or the Client.

**F. Intellectual Property**

- F.1. The statement of work contained herein, and all technical information related to this quotation, is proprietary and confidential to Wireless Communications, and may not be disclosed publicly, privately, or in any manner, to anyone other than the indicated Customer or Client, without the express written permission of Wireless Communications, Inc.
- F.2. This statement of work, and all attached addenda or documentation, is copyrighted by Wireless Communications, Inc., effective the date shown on the statement of work.

**G. Payment Schedule**

- G.1. Unless otherwise specified in this SOW, payment to Wireless for the equipment and/or services as described in this SOW will be made per the following milestone schedule: 25% with Customer purchase order, or upon written notice to proceed, with written order, or upon award, as applicable; 25% upon physical delivery to Wireless Communications Inc.; 20% upon physical delivery of equipment to Customer; 20% upon physical installation at Customer premise; and, 10% upon the Customer's final acceptance of the system.

- 
- G.2. Payments are due at completion of each milestone.
  - G.2. Multiple milestone payments may be made simultaneously, so long as both (or all) payments are made at the time the earliest payment is due.

*Terms and Conditions Revised 10/18/2002*

## Equipment List

The following is a complete list of the equipment which will be supplied by Wireless Communications, Inc. under this contract. Incidental materials, such as screws, mounting hardware, wire, and similar items are not included in this list.

### Washington County

#### VESTA® 9-1-1

Qty.	Part No.	Description
		<b>VESTA® 9-1-1</b>
1	870899-0104R3.2U	VESTA 4 R3.2 LIC/MED UPGD
1	873099-03002U	R4 CAD INTF LIC UPGD
1	04000-01751	TS-4 PORT TERMINAL SVR
4	65000-00182	CBL RJ45-10P/DB25M 4FT
		<b>VM Medium Server Bundle</b>
		<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO
1	06500-00201	2-POST RELAY RACK MNT KIT
1	04000-68005	V-SVR BASIC SPT 1YR
		<b>VESTA® 9-1-1 Prime Standard Operations</b>
4	PS-0PR-VSML-M	VPRIME MLTP SEAT LIC NFEE
4	PS-0PR-VSML	VPRIME MLTP PER SEAT LIC
4	SS-0PR-VSSL-1Y	SPT VPRIME 1YR
4	809800-35130	R4 SW SPT TRNSFR
		<b>Geo Diverse Add On License</b>
4	PA-MGD-VSSL-M	GEO-DIV LIC MIG
		<b>VESTA® Workstation Equipment</b>
4	61000-409605SFF	WKST HP Z230 SFF
4	Synnex	MNTR TS BLK WIDE 22IN
4	64007-50021	KEYPD 24K 12F USBCBL CP24
4	853030-00302	R4 SAM HDWR KIT
4	853004-00401	SAM EXT SPKR KIT
4	02800-20500	HDST 4W MOD BK ELEC MIC
4	03044-20000	HDST CORD 4W 12FT MOD BK
4	809800-35109	R4 IWS CFG
4	809800-35108	R4 IWS STG FEE
1	870890-07501	CPR/SYSPREP DVD IMAGE
		<b>VESTA® 9-1-1 Modules</b>

4	873099-00502U	<b>VESTA® 9-1-1 IRR Module</b> R4 IRR LIC UPGD <i>Customer will use existing HASP Keys.</i>
4	870899-01601	R4 IRR UPGD W/HASP
4	809800-35110	R4 IRR SW SPT 1YR
4	809800-35130	R4 SW SPT TRNSFR
<b>VESTA® 9-1-1 CDR Module</b>		
1	873099-00602	R4 CDR SVR LIC
4	873099-01102	R4 CDR PER SEAT LIC
<b>VESTA® 9-1-1 Admin Printer</b>		
1	64040-60084	PRNTR COLOR NTWK LASER
<b>Network Equipment</b>		
1	03800-03030	FIREWALL- MODEM 60CM
1	03800-03031	WAR FIREWALL 60CM 1YR
1	809800-00201	VPN CFG SVCS
2	04000-29616	SWITCH 2960 + CBL 24-PORT
2	04000-29611	WAR 2960 24P 1YR NBD
<b>Peripherals &amp; Gateways</b>		
2	2213937-1-SR1	FXO GATEWAY 8-PORT
2	2213939-1-SR1	FXS GATEWAY 8-PORT
<i>Existing (8) Gateway support valid through 12/31/2015.</i>		
4	04000-00176	SW SPT ANALOG GATEWAY 1YR
<b>Rack &amp; Peripheral Equipment</b>		
1	Synnex	19IN Monitor
1	04000-004B4	KVM 4-PORT SWITCH
1	04000-00607	CBL KVM USB CONSOLE
4	04000-60611	CBL KVM USB 10FT
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR

**SMS Interface**

Qty.	Part No.	Description
<b>SMS Equipment</b>		
<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges. SMS functionality will be available in VESTA 9-1-1 Release 6 which will not be generally available until end of Q3.</i>		
1	03800-03040	FIREWALL MODEM 60D
1	03800-03041	WAR FIREWALL 60D 1YR

1	809800-00200	CFG NTWK DEVICE
32	809800-17101	FIELD ENG-PRIMARY
<p><i>Note: Field Engineering to perform the configuration of SMS. Services include: 60D Firewall configuration, VESTA 911/VESTA SMS configuration, import of VESTA SMS VM's (if applicable), upgrade of VESTA Analytics (if applicable), and preparation of screen layouts. Customer is responsible for the installation of any hardware, VESTA SMS configuration changes, workstation upgrades, system testing, and TCC services. Field Engineering Services for the configuration of SMS is highly recommended for customers that have not been certified in the installation of SMS for VESTA 911 R6.</i></p>		

**Spare Parts**

Qty.	Part No.	Description
<b>VESTA® 9-1-1 Equipment - Recommended Spares</b>		
1	2213937-SPARE	FXO GATEWAY 8-PORT SPARE
1	2213939-SPARE	FXS GATEWAY 8-PORT SPARE
1	04000-29616	SWITCH 2960 + CBL 24-PORT
1	04000-29611	WAR 2960 24P 1YR NBD
1	Synnex	MNTR TS BLK WIDE 22IN
1	64007-50021	KEYPD 24K 12F USBCBL CP24

**VESTA® 9-1-1 CommandPOST System**

Qty.	Part No.	Description
<b>VESTA® 9-1-1 CommandPOST System</b>		
<b>VESTA® 9-1-1 Prime Standard Operations</b>		
1	PS-0PR-VSML-M	VPRIME MLTP SEAT LIC NFEE
1	PS-0PR-VSML	VPRIME MLTP PER SEAT LIC
1	SS-0PR-VSSL-1Y	SPT VPRIME 1YR
1	809800-35130	R4 SW SPT TRNSFR
<b>Geo Diverse Add On License</b>		
1	PA-MGD-VSSL-M	GEO-DIV LIC MIG
<b>CommandPOST Hardware</b>		
1	61050-G409602	LAPTOP ZBOOK15 G2 W7
1	64007-50021	KEYPD 24K 12F USBCBL CP24

**Washington County E-9-1-1 System  
Detailed Statement of Work  
Bristol PD**



1	853004-00301	CPOST SAM HDWR KIT
1	02800-20500	HDST 4W MOD BK ELEC MIC
1	03044-20000	HDST CORD 4W 12FT MOD BK
1	809800-35109	R4 IWS CFG
1	809800-35108	R4 IWS STG FEE
<b>VESTA® 9-1-1 IRR Module</b>		
1	873099-00502	R4 IRR LIC/DOC/MED
1	809800-35110	R4 IRR SW SPT 1YR
<b>VESTA® 9-1-1 CDR Module</b>		
1	873099-01102	R4 CDR PER SEAT LIC

**Services**

Qty.	Part No.	Description
1	Wireless	Shipping
1	Wireless	Turnkey Installation
24	809800-17005	FIELD ENG REMOTE SVCS <i>Note: FE time applies to standard switch configuration in accordance with VESTA 911 IP Network Config Guide. Extensive WAN troubleshooting will require additional units.</i>
3	Wireless	Admin & Call Taker Training

**Bristol PD**

**VESTA® 9-1-1**

Qty.	Part No.	Description
<b>VESTA® 9-1-1</b>		
1	870899-0104R3.2U	VESTA 4 R3.2 LIC/MED UPGD
1	873099-03002U	R4 CAD INTF LIC UPGD
1	04000-01751	TS-4 PORT TERMINAL SVR
4	65000-00182	CBL RJ45-10P/DB25M 4FT
<b>VM Medium Server Bundle</b>		
<i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>		

Washington County E-9-1-1 System  
 Detailed Statement of Work  
 Bristol PD



1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO
1	06500-00201	2-POST RELAY RACK MNT KIT
1	04000-68005	V-SVR BASIC SPT 1YR
<b>VESTA® 9-1-1 Prime Standard Operations</b>		
4	PS-0PR-VSML-M	VPRIME MLTP SEAT LIC NFEE
4	SS-0PR-VSSL-1Y	SPT VPRIME 1YR
<b>Geo Diverse Add On License</b>		
4	PA-MGD-VSSL-M	GEO-DIV LIC MIG
<b>VESTA® Workstation Equipment</b>		
4	61000-409605SFF	WKST HP Z230 SFF
4	Synnex	MNTR TS BLK WIDE 22IN
4	64007-50021	KEYPD 24K 12F USBCBL CP24
4	853030-00302	R4 SAM HDWR KIT
4	853004-00401	SAM EXT SPKR KIT
4	02800-20500	HDST 4W MOD BK ELEC MIC
4	03044-20000	HDST CORD 4W 12FT MOD BK
4	809800-35109	R4 IWS CFG
4	809800-35108	R4 IWS STG FEE
1	870890-07501	CPR/SYSPREP DVD IMAGE
<b>VESTA® 9-1-1 Modules</b>		
<b>VESTA® 9-1-1 IRR Module</b>		
4	873099-00502U	R4 IRR LIC UPGD Customer will use existing HASP Keys.
4	870899-01601	R4 IRR UPGD W/HASP
4	809800-35110	R4 IRR SW SPT 1YR
<b>VESTA® 9-1-1 CDR Module</b>		
1	873099-00602	R4 CDR SVR LIC
4	873099-01102	R4 CDR PER SEAT LIC
<b>VESTA® 9-1-1 Admin Printer</b>		
1	64040-60084	PRNTR COLOR NTWK LASER
<b>Network Equipment</b>		
1	03800-03030	FIREWALL- MODEM 60CM
1	03800-03031	WAR FIREWALL 60CM 1YR
1	809800-00201	VPN CFG SVCS
2	04000-29616	SWITCH 2960 + CBL 24-PORT
2	04000-29611	WAR 2960 24P 1YR NBD
<b>Peripherals &amp; Gateways</b>		
2	2213937-1-SR1	FXO GATEWAY 8-PORT
2	2213939-1-SR1	FXS GATEWAY 8-PORT
4	04000-00176	SW SPT ANALOG GATEWAY 1YR

		<b>Rack &amp; Peripheral Equipment</b>
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	Synnex	19IN Monitor
1	04000-004B4	KVM 4-PORT SWITCH
1	04000-00607	CBL KVM USB CONSOLE
4	04000-60611	CBL KVM USB 10FT
1	04000-RMM19	BRKT 19IN RACK MTG/ARBTR

**SMS Interface**

Qty.	Part No.	Description
		<b>SMS Equipment</b>
		<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges. SMS functionality will be available in VESTA 9-1-1 Release 6 which will not be generally available until end of Q3.</i>
1	03800-03040	FIREWALL MODEM 60D
1	03800-03041	WAR FIREWALL 60D 1YR
1	809800-00200	CFG NTWK DEVICE
32	809800-17101	FIELD ENG-PRIMARY

**Spare Parts**

Qty.	Part No.	Description
		<b>VESTA® 9-1-1 Equipment - Recommended Spares</b>
1	2213937-SPARE	FXO GATEWAY 8-PORT SPARE
1	2213939-SPARE	FXS GATEWAY 8-PORT SPARE
1	04000-29616	SWITCH 2960 + CBL 24-PORT
1	04000-29611	WAR 2960 24P 1YR NBD
1	Synnex	MNTR TS BLK WIDE 22IN
1	64007-50021	KEYPD 24K 12F USBCBL CP24

**VESTA® 9-1-1 CommandPOST System**

Qty.	Part No.	Description
		<b>VESTA® 9-1-1 CommandPOST System</b>
		<b>VESTA® 9-1-1 Prime Standard Operations</b>
1	PS-0PR-VSML-M	VPRIME MLTP SEAT LIC NFEE
1	SS-0PR-VSSL-1Y	SPT VPRIME 1YR
		<b>Geo Diverse Add On License</b>
1	PA-MGD-VSSL-M	GEO-DIV LIC MIG

**Washington County E-9-1-1 System  
Detailed Statement of Work  
24X7 Remote Monitoring Service**



		<b>CommandPOST Hardware</b>
1	61050-G409602	LAPTOP ZBOOK15 G2 W7
1	64007-50021	KEYPD 24K 12F USBCBL CP24
1	853004-00301	CPOST SAM HDWR KIT
1	02800-20500	HDST 4W MOD BK ELEC MIC
1	03044-20000	HDST CORD 4W 12FT MOD BK
1	809800-35109	R4 IWS CFG
1	809800-35108	R4 IWS STG FEE
		<b>VESTA® 9-1-1 IRR Module</b>
1	873099-00502	R4 IRR LIC/DOC/MED
1	809800-35110	R4 IRR SW SPT 1YR
		<b>VESTA® 9-1-1 CDR Module</b>
1	873099-01102	R4 CDR PER SEAT LIC

**Services**

Qty.	Part No.	Description
1	Wireless	Shipping
1	Wireless	Turnkey Installation
24	809800-17005	FIELD ENG REMOTE SVCS <i>Note: FE time applies to standard switch configuration in accordance with VESTA 911 IP Network Config Guide. Extensive WAN troubleshooting will require additional units.</i>
3	Wireless	Admin & Call Taker Training

**24X7 Remote Monitoring Service**

**Managed Services - Side A**

Qty.	Part No.	Description
		<b>Monitoring &amp; Response Activation Fee</b> <i>Note: M&amp;R Activation Fees will apply if M&amp;R services are disabled prior to receipt of a PO for the M&amp;R support renewal.</i>
1	809800-14150	M&R ACT FEE SMALL SITE
		<b>Monitoring &amp; Response License &amp; Support Fees</b>

**Washington County E-9-1-1 System  
Detailed Statement of Work  
24X7 Remote Monitoring Service**



1	809800-14161	<i>Note: Includes (1) DDS Server. Customer will use existing (1) of (2) M&amp;R Server licenses.</i> M&R 3.0 SVR SRVC 1YR
1	871499-01211	M&R 3.0 WKST LIC <i>Note: Includes (4) VESTA Workstations, (1) Management Console. Customer will use existing (4) M&amp;R Workstations licenses.</i>
5	809800-16161	M&R 3.0 WKST SRVC 1YR
1	871499-01212	M&R 3.0 LIC VM HOST <i>Note: Includes (1) Virtual Host/Machines,</i>
2	871499-01210	M&R 3.0 IP DEVICES LIC <i>Note: Includes (1) MDS Server, (1) Virtual Machine, (4) Gateways, (1) Firewall, (2) Cisco Switches. Customer will use existing (6) M&amp;R IP Device licenses.</i>
9	809800-16166	M&R 3.0 IP DEV SRVC 1YR
2	871499-01210	M&R 3.0 IP DEVICES LIC <i>Note: Includes (1) Mgmt/Node VM, (1) Firewall for EIM/SMS.</i>
2	809800-16166	M&R 3.0 IP DEV SRVC 1YR

**Managed Services - Side B**

Qty.	Part No.	Description
		<b>Monitoring &amp; Response License &amp; Support Fees</b>
1	871499-01206	M&R 3.0 LIC SVR <i>Note: (1) DDS Server</i>
1	809800-14161	M&R 3.0 SVR SRVC 1YR
5	871499-01211	M&R 3.0 WKST LIC <i>Note: Includes (4) VESTA Workstations, (1) Management Console.</i>
5	809800-16161	M&R 3.0 WKST SRVC 1YR
1	871499-01212	M&R 3.0 LIC VM HOST <i>Note: Includes (1) Virtual Host/Machines,</i>
9	871499-01210	M&R 3.0 IP DEVICES LIC <i>Note: Includes (1) MDS Server, (4) Gateways, (1) Firewall, (2) Cisco Switches.</i>
9	809800-16166	M&R 3.0 IP DEV SRVC 1YR
2	871499-01210	M&R 3.0 IP DEVICES LIC

**Washington County E-9-1-1 System  
Detailed Statement of Work  
24X7 Remote Monitoring Service**



---

2	809800-16166	<i>Note: Includes (1) Mgmt/Node VM, (1) Firewall for EIM/SMS.</i> M&R 3.0 IP DEV SRVC 1YR
---	--------------	--



**June 2, 2016**

**Customer: Washington County - Bristol, VA**

**Quote: Vesta 911 Phone System**

QTY	DESCRIPTION	TOTAL
	<b>Washington County</b>	
1	Geo-Diverse Vesta 911 System including:	\$ 59,624.12
1	Backroom equipment for Washington County	
	1 Year of Software Support	
4	911 Workstations for Washington County	
4	22" Touchscreen Monitors	
4	24 Key keypads	
4	CDR License for ECaTS	
1	SMS Interface	\$ 4,352.22
1	Recommended Spare Parts	\$ 4,926.03
1	CommandPost	\$ 9,405.71
1	24x7 Remote Monitoring and Diagnostics	\$ 8,317.78
1	Shipping	\$ 696.05
1	Turn Key Installation	\$ 23,931.64
1	Airbus Remote FE Support	\$ 2,666.67
3	Call Taker and Administrator Training	\$ 2,172.00
	<b>Sub-total:</b>	<b>\$ 116,092.21</b>
	<b>Bristol PD</b>	
1	Geo-Diverse Vesta 911 System including:	\$ 59,957.17
1	Backroom equipment for Bristol	
	1 Year of Software Support	
4	911 Workstations for Bristol Va	
4	22" Touchscreen Monitors	
4	24 Key keypads	
4	CDR License for ECaTS	
1	SMS Interface	\$ 4,352.22
1	Recommended Spare Parts	\$ 4,926.03
1	CommandPost	\$ 9,405.71

1	24x7 Remote Monitoring and Diagnostics	\$ 9,617.78
1	Shipping	\$ 644.45
1	Turn Key Installation	\$ 23,931.64
1	Airbus Remote FE Support	\$ 2,666.67
3	Call Taker and Administrator Training	\$ 2,172.00
	<b>Sub-total:</b>	<b>\$ 117,673.67</b>
<b>Total Cost:</b>		<b>\$ 233,765.88</b>
<i>(This is a turnkey quote for the E9-1-1 system including installation, training, warranty and software support for 1 year. The Vesta 911 requires a NENA approved NetClock.)</i>		



FY17

# PSAP GRANT PROGRAM APPLICATION





## FY17 PSAP GRANT PROGRAM APPLICATION

### HOW TO APPLY/DEADLINE

The grant application is available and accessible from VITA ISP's website (<http://www.vita.virginia.gov/isp/default.aspx?id=8578>). Upon completion of the application, it is to be submitted to your Regional Coordinator. Any supporting documentation must also be submitted along with the application, including mandatory budgets for projects (if applicable).

After the close of the grant application cycle, a Grant ID and email receipt notification will be sent to the e-mail address listed on the application received.

All funding requests must be submitted using the grant application. Technical assistance is available from VITA's Public Safety Communications (PSC) staff throughout the grant process. The FY17 PSAP Grant Application Cycle starts July 1, 2015 and concludes on September 30, 2015 at 5:00 pm.

**ALL APPLICABLE SECTIONS MUST BE COMPLETED IN ITS ENTIRETY OR THE APPLICATION WILL BE CONSIDERED INCOMPLETE AND NOT ACCEPTED FOR CONSIDERATION.**



# FY17 PSAP GRANT APPLICATION

## PROJECT TITLE

[CHE Replacement](#)

## GRANT APPLICANT PROFILE/PROJECT CONTACT

PSAP/HOST PSAP NAME: Washington County 911

CONTACT TITLE: [Click here to enter text](#)

CONTACT FIRST NAME: [Click here to enter text](#)

CONTACT LAST NAME: [Click here to enter text](#)

ADDRESS 1: [Click here to enter text](#)

ADDRESS 2: [Click here to enter text](#)

CITY: [Click here to enter text](#)

ZIP CODE: [Click here to enter text](#)

CONTACT EMAIL: [Click here to enter text](#)

CONTACT PHONE NUMBER: [Click here to enter text](#)

CONTACT MOBILE NUMBER: [Click here to enter text](#)

CONTACT FAX NUMBER: [Click here to enter text](#)

REGIONAL COORDINATOR: [Click to select a Regional Coordinator from the drop down list](#)

## HOST PSAP AND PARTICIPATING PSAPS/LOCALITIES

<b>Washington County 911</b>	
<b>Bristol City 911</b>	

## GRANT TYPE

Individual PSAP

Shared Services



**TIER**

- Out of Service
- Technically Outdated\*
- Not Applicable
- Non-Vendor Supported\*
- Strengthen

**If technically outdated or non-vendor supported, application MUST include age and/or version of hardware/software.**

VERSION: Airbus DS Sentinel Patriot 3.3 Operating in Windows XP  
# YEARS of HARDWARE/SOFTWARE: 5

---

**PRIORITY/PROJECT FOCUS CALL HANDLING EQUIPMENT**

**If "Other" selected, please specify:** [Click here to enter text](#)

**FINANCIAL DATA**

Amount Requested: \$ 300,000.00

Total Project Cost: \$ 300,000.00

**STATEMENT OF NEED**



This statement should reference the relationship to the current funding priorities established by the Grant Committee and include evidence of any financial need, along with additional information on the impact on operational services; consequences of not receiving funding; inclusion of project in a long-term or a strategic plan; and local sustainability:

Washington County and the Bristol City 911 Center is in need of upgrading their existing CHE systems of which Bristol City's is non-vendor supported operating on a Windows XP format and has reached its end of service life. Both Washington County and Bristol's existing CHE systems has been in service since 2011. The existing XP Operating system in Bristol is no longer supported by Microsoft and both jurisdiction's existing CHE support contracts expire in 2016. If awarded this grant through the FY'17 grant process, the CHE system will have been in operation over five years, which is stretching the life of 911 Windows XP workstation computers and servers in operation 24/7/365 in Bristol and Washington County. Without immediate replacement of this mission critical CHE systems, we are risking system failure which would leave us with the inability to accept emergency wireless and wire line 911 calls from the citizens and visitors in Washington County and the City of Bristol.

There are limited local funds available to fund this entire CHE project on our own. If awarded this grant, the County and the City will be left with the remaining funding to complete the project.

The upgrade of our System Hardware and Software will allow for integration of key Text-to-911 and NG911 Services being made readily available.

This project will help the County and City leverage existing investment as part of our strategic plan while upgrading off legacy CPE to the most recent technologies



Describe how the grant will be maintained and supported in the future, if applicable.

All equipment purchased through this grant will be supported and maintained by maintenance service contracts funded by the County and City for their individual systems. All necessary funds for support, maintenance, etc. beyond what is allowed through this grant, will be the responsibility of the locality.

## **COMPREHENSIVE PROJECT DESCRIPTION**

Identify the longevity or sustainability of the project.

This project will continue leveraging past mission critical planning that the County and City has previously outlined and put forward. The jurisdictions have fully utilized the existing system in place for almost 5 years and will continue to appreciate the investments moving forward. By upgrading our CHE Platforms, both jurisdictions will be able to utilize additional technologies that are part of future Mission Critical planning. This project would extend the use of new computer hardware and software for a minimum of five years. The 911 Center understands it is our responsibility to sustain the project following go-live of the proposed system, and all expenses not covered by grant funds.



Describe how this project supports the Virginia Statewide Comprehensive 9-1-1 Plan.

This project will migrate the County and City off a legacy system that is technically outdated to a more robust platform that will allow for Text-to-911 and NG911 integration. The upgrade will allow for the most recent version of vendor software to be installed and reduce the amount of various platforms deployed across the Commonwealth. This will allow for higher supportability and greater flexibility with additional projects in the future.

#### **SHARED SERVICES (if applicable)**

The relationship of the project to the participating PSAPs:

The County and City wish to utilize grant funds to upgrade call handling at the same time to facilitate a shared services 911 system where each jurisdiction can serve as the back-up 911 call handling system for each in the case of a catastrophic event taking place and putting either PSAP off the air and unable to receive 911 calls for service and dispatch responders as needed.

Intended collaborative efforts:

The goal is to purchase or lease the same or like equipment that will communicate with each other with a work station(s) available in each jurisdiction allowing for faster transfer of calls for service to the correct agency or one jurisdictions call taker and dispatcher going to the other to continue handling calls in the event of catastrophic event.



Resource sharing:

Through a memorandum of understanding, each jurisdiction will serve as the back-up call handling center for the other in case of a catastrophic event.

How does the project impact the operational or strategic plans of the participating agencies:

As of the time of this application, each jurisdiction's calls for service merely roll over to the other if one does not answer. With utilization of grant funding, it would allow for actual call taking and handling to take place for one jurisdiction with a dispatcher in the other jurisdiction.



Provide a thorough, concise, and complete description of the project, including an outline of the goals and objectives, implementation strategy, and a work plan.

Both 911 Centers have a large current investment in the existing CHE systems. We have used the system for many years and wish to extend the investment in licensing, however the hardware has reached the end of risk free usability.

The intent is the upgrade the hardware and Operating System while using cost saving technology like Virtualization. Additionally, the plan includes an update of current 911 CPE licensing to the most recent 911 applications with capability to utilize future NG911 Technologies as needed.

This grant request is to replace only the existing CHE system that is technically outdated, reached its end of service life, and due to equipment age is in danger of being out of service. A full Implementation plan outlining the hardware refresh and training services will be provided at project Kick Off and will be conducted in a quick efficient manner without impacting 911 Operations at the City.

If awarded this grant we will replace our existing CPE system hardware with the current and up to date 911 CHE system. The jurisdictions will implement 911 CHE systems that includes future releases with support for i3 and other NG-911 technologies as well as current capabilities to terminate Text-To-911 directly into the Console. Migrating to a new platform continues to allow the County and City to leverage existing investment and knowledge of platform while fitting into the long term NG-911 strategic plan already in place, while serving as emergency back-ups for each other if one's CHE becomes out of service.

**PROJECT TIMELINE FOR  
SHARED SERVICES & INDIVIDUAL PSAP APPLICATIONS:**

For each applicable phase of the project, indicate the estimated completion date. Sample activities for each phase are included.

PROJECT PHASE	ESTIMATED COMPLETION DATE
---------------	------------------------------



<input type="checkbox"/> <b>INITIATION</b> (Project approved by appropriate stakeholders)  Sample activities: project concept is documented, local board or governing authority approval or endorsement is received, PSAP grant application is filed, local budgets are obtained, appropriated grant funds are approved, and budgetary estimates are obtained	<b>9/15/2016</b>
<input type="checkbox"/> <b>DESIGN/PLANNING</b> (Project, system, or solution requirements are developed)  Sample activities: requirements are documented, components to be purchased are identified, and general design is documented	<b>10/15/16</b>
<input type="checkbox"/> <b>ACQUISITION</b> (Selected system or solution is procured)  Sample activities: RFP (or other bid related processes) are drafted, proposals are evaluated, contract is signed, purchase orders are issued, and quotes are obtained	<b>02/01/17</b>
<input type="checkbox"/> <b>IMPLEMENTATION</b> (Selected system or solution is configured and installed)  Sample activities: purchased components are delivered and installed and training is performed	<b>03/31/17</b>
<input type="checkbox"/> <b>TESTING/COMPLETION</b> (Selected system or solution is tested and put in production)  Sample activities: performance of system/solution is validated and system/solution goes "live"	<b>05/15/17</b>



## BUDGET AND BUDGET NARRATIVE

List the planned expenditures to be made with grant funds. (NOTE: In lieu of a line item breakdown, an itemized cost schedule or detailed vendor prepared quote may be submitted as an attachment. However, budgetary quotes received from a particular vendor(s) during the application process do not commit the PSAP to use that vendor(s) once the grant is awarded.) Briefly explain the reason for each requested budget item and provide the basis for its cost. In addition, if contingency cost has been added, please identify the amount.

<u>Washington County – Bristol Geo-Diverse CHE</u>	<u>\$280,000</u>
<u>Contingency 10%</u>	<u>\$20,000</u>
<u>Total Project Cost</u>	<u>\$300,000</u>

## EVALUATION

How will the project be evaluated and measured for achievement and success:

The system success will be evaluated by the vendor meeting our statement of work and the system handling and routing emergency calls correctly. This includes transferring/accepting calls outside our jurisdictional boundaries. This also includes proper handling of text to 911 calls for service.



## CONSOLIDATION (Primary or Secondary) - (complete only if applicable)

How would a consolidation take place and provide improved service:

[Click here to enter text](#)

How should it be organized and staffed:

[Click here to enter text](#)

What services should it perform:

[Click here to enter text](#)



**How should policies be made and changed:**

Click here to enter text

**How should it be funded:**

Click here to enter text

**What communication changes or improvements should be made in order to better support operations:**

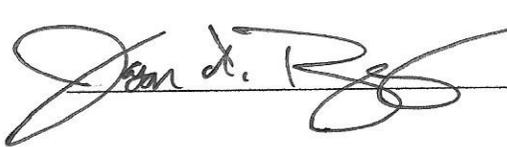
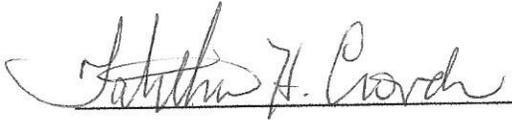
Click here to enter text

## Memorandum of Understanding

The PSAPs listed below hereby wish to participate in the multi-jurisdictional PSAP Shared Services Grant. Washington County will be the "host" for this grant and will be the fiscal agent. Each individual PSAP is eligible to participate in a maximum of \$175,000 per PSAP for all Shared Services Projects. Each PSAP below has agreed to participate in a Multi-jurisdictional application for a Shared Services project – Customer Handling Equipment (CHE).

The City of Bristol, Virginia will provide invoices to Washington County, as the fiscal agent, to allow all funds to flow through the County. At the conclusion of the grant, equipment in each locality will fall under the ownership/responsibility of the respective locality.

The undersigned below authorizes VITA to transfer the Shared Services Grant funds, if approved, to the identified fiscal agent upon draw down request for the FY17 Shared Services Program grant.

<b>Jurisdiction</b>	<b>Printed Name</b>	<b>Signature</b>	<b>Date</b>
<i>Washington County</i>	Jason Berry County Administrator		9/27/2015
<i>City of Bristol</i>	Tabitha H. Crowder City Manager		9/29/15

# EXHIBIT E

## Mandatory Virginia Public Procurement Act Contract Provisions

During the term of this Contract, Contractor agrees as follows:

A. Pursuant to Virginia Code § 2.2-4311.1, Contractor does not, and shall not during the performance of this Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

B. Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise provided by law. Contractor shall not allow its existence to lapse or its certificate of authority to be revoked or cancelled at any time during the term of this contract. The Purchaser may void this Contract if Contractor fails to remain in compliance with the provisions of this section.

C. Pursuant to Virginia Code § 2.2-4311:

1. Contractor will not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor's business. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal employment opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

## EXHIBIT E

D. Pursuant to Virginia Code § 2.2-4354:

1. Within seven (7) days after receipt of amounts paid to Contractor by the Purchaser:
  - a) Contractor will pay subcontractor, if any, for the proportionate share of the total payment received from the Purchaser attributable to the work performed by subcontractor under the Contract; or
  - b) Notify the Purchaser and subcontractor, if any, of Contractor's intention to withhold all or a part of subcontractor's payment with the reason for nonpayment.
2. Contractor shall provide its federal employer identification number to the Purchaser.
3. Contractor shall pay interest to the subcontractor, if any, on all amounts owed to subcontractor that remain unpaid after seven (7) days following receipt by Contractor of payment from the Purchaser for work performed by subcontractor under the Contract, except for amounts withheld as allowed in section 1(b) above.
4. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one (1) percent per month.
5. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include the same payment and interest requirements as set forth herein with respect to each lower-tier subcontractor, if any.
6. Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section shall not be construed to be an obligation of the Purchaser.

E. Pursuant to Virginia Code § 2.2-4312.

- a) Drug-free workplace to be maintained by Contractor; required contract provisions. All public bodies shall include in every contract over \$10,000 the following provisions:

## EXHIBIT E

b) During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

c) For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

Meeting Date: June 28, 2016

Department: Clerk of Council

Bulk Item: Yes  No

Staff Contact: Pam Venable

---

**AGENDA ITEM WORDING:**

Consider Appointments:

BVU Board Authority

---

**ITEM BACKGROUND:**

The City Council is asked to consider two appointments to the Bristol Virginia Utilities Authority Board per the Virginia General Assembly enacted Senate Bill 329. The first appointment must be a member of the City Council and will be appointed for the four year term July 1, 2016 through June 30, 2020. The second appointment will initially be made by the City Council and must be a citizen of Bristol that is not a member of the City Council as well as engaged in business. This position will ultimately be appointed by the Authority Board, which appointment must be made by July 1, 2017. There is nothing to prevent the BVU Board from appointing the same person. The Authority board shall appoint this position thereafter.

---

**PREVIOUS RELEVANT ACTION:**

N/A

---

**Staff Recommendations:**

Appointments left to City Council's discretion.

---

**DOCUMENTATION:**      Included       Not Required

**MOTION: N/A**

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

Meeting Date: June 28, 2016

Department: Development and Planning

Bulk Item: Yes  No

Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consider a Street Closure Request for the Household of Faith Block Party.

---

**ITEM BACKGROUND:**

A request has been made to close Oakview Avenue between Harmeling Street and Buckner Street for the annual Household of Faith block party. This event has been held in years past and no changes have been made. The event is scheduled to take place from 10:30 AM to 4:00 PM on Saturday July 9, 2016.

---

**PREVIOUS RELEVANT ACTION:**

This event has been held and approved in previous years. This request was approved for a closure on June 25 at the June 14, 2016 Council meeting but the church is asking for it to be rescheduled to July 9.

---

**Staff Recommendations:**

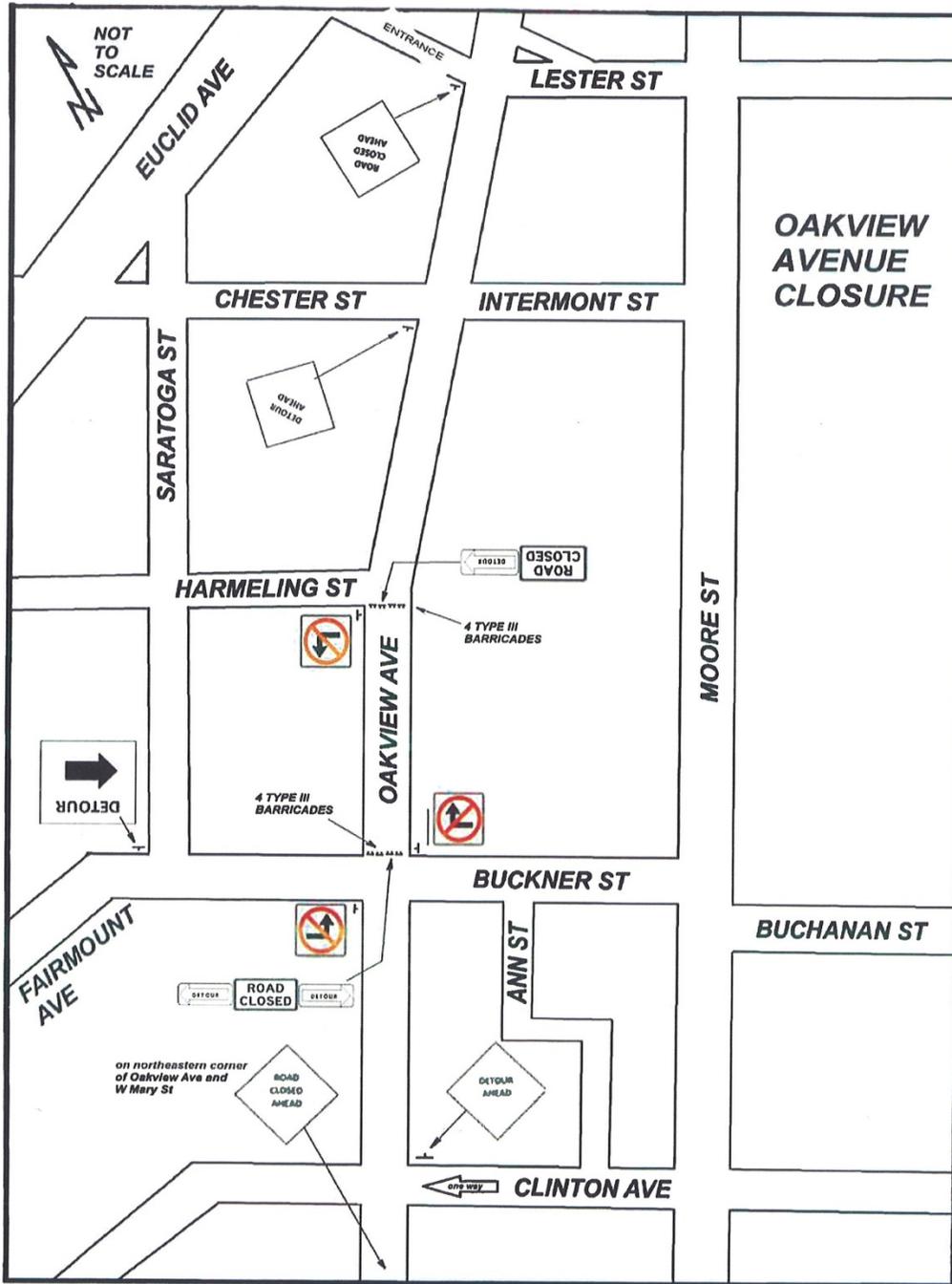
Staff recommends the street closure be approved as requested.

---

---

**DOCUMENTATION:** Included  Not Required

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



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

Meeting Date: June 28, 2016

Department: Development and Planning

Bulk Item: Yes    No X

Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consider a Street Closure request for The Bristol Hotel Event.

---

**ITEM BACKGROUND:**

Believe in Bristol has requested the closure of Birthplace of Country Music Way, located between Cumberland Street and Lee Street, to hold an event to celebrate the beginning of The Bristol Hotel construction.

The event is scheduled to take place from 12:00 PM to 1:30 PM on July 14, 2016 but the streets will need to be closed from 10:00 AM to 3:00 PM to allow for set up, cleaning of the streets and the removal of all traffic control devices to reopen the streets.

Believe in Bristol has submitted the required documents.

---

**PREVIOUS RELEVANT ACTION:**

None

---

**Staff Recommendations:**

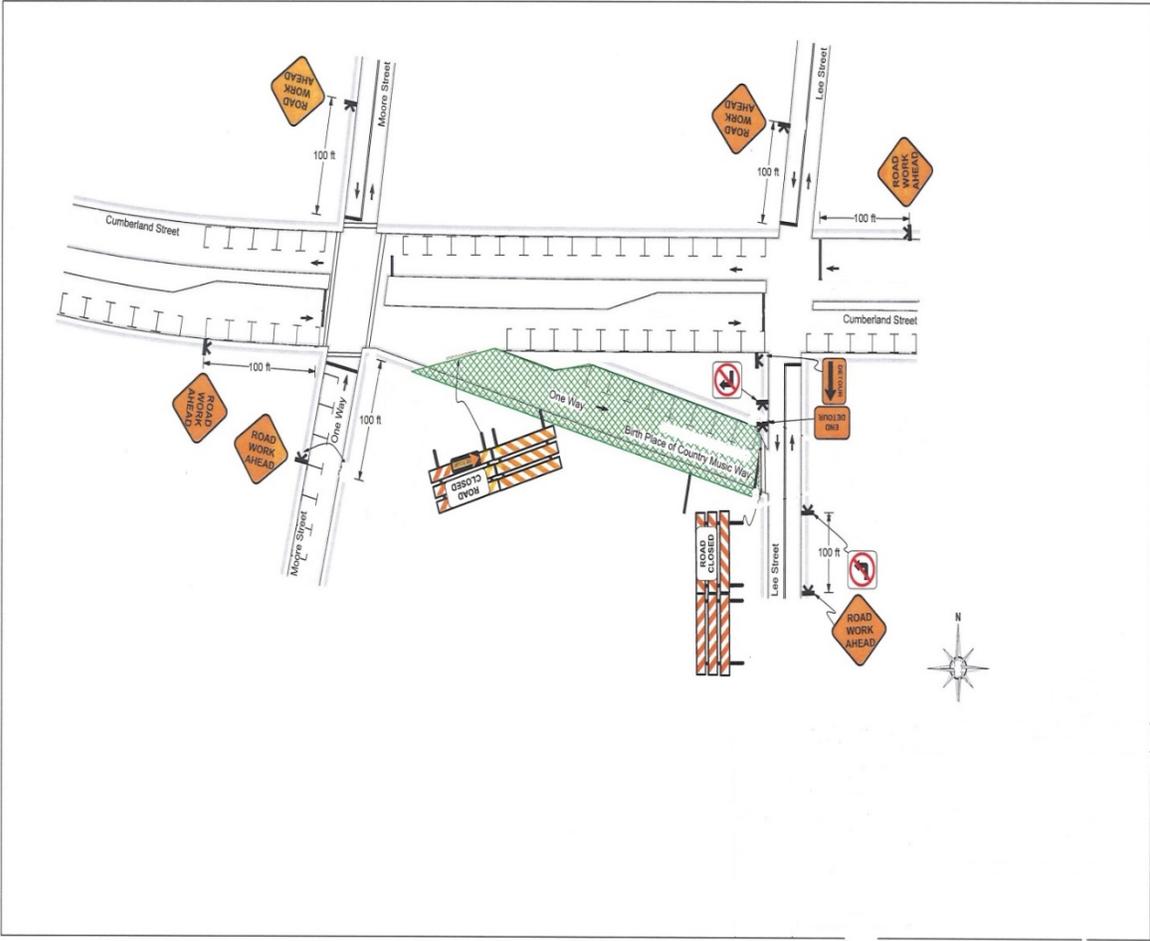
Staff recommends the street closure be approved as requested.

---

---

**DOCUMENTATION:**      Included   X        Not Required     

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



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

Meeting Date: June 28, 2016

Department: Development and Planning

Bulk Item: Yes  No

Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consider a Street Closure Request for the Summers End 5k.

---

**ITEM BACKGROUND:**

The Bristol Morning Rotary has requested street closures so that they can hold their annual Summers End 5K and Back to School youth mile run in the downtown area of Bristol. The streets being requested are State Street, Piedmont Avenue, Euclid Avenue, Chester Street, Oakview Avenue and Martin Luther King Jr., Blvd. A map of the 5K route is attached. The event route is the same as last year but they wish to begin the race at 6:00 PM this year. The above streets would be required to be partially or fully closed from 4:00 PM to approximately 8:30 PM.

---

**PREVIOUS RELEVANT ACTION:**

This event has been approved in previous years.

---

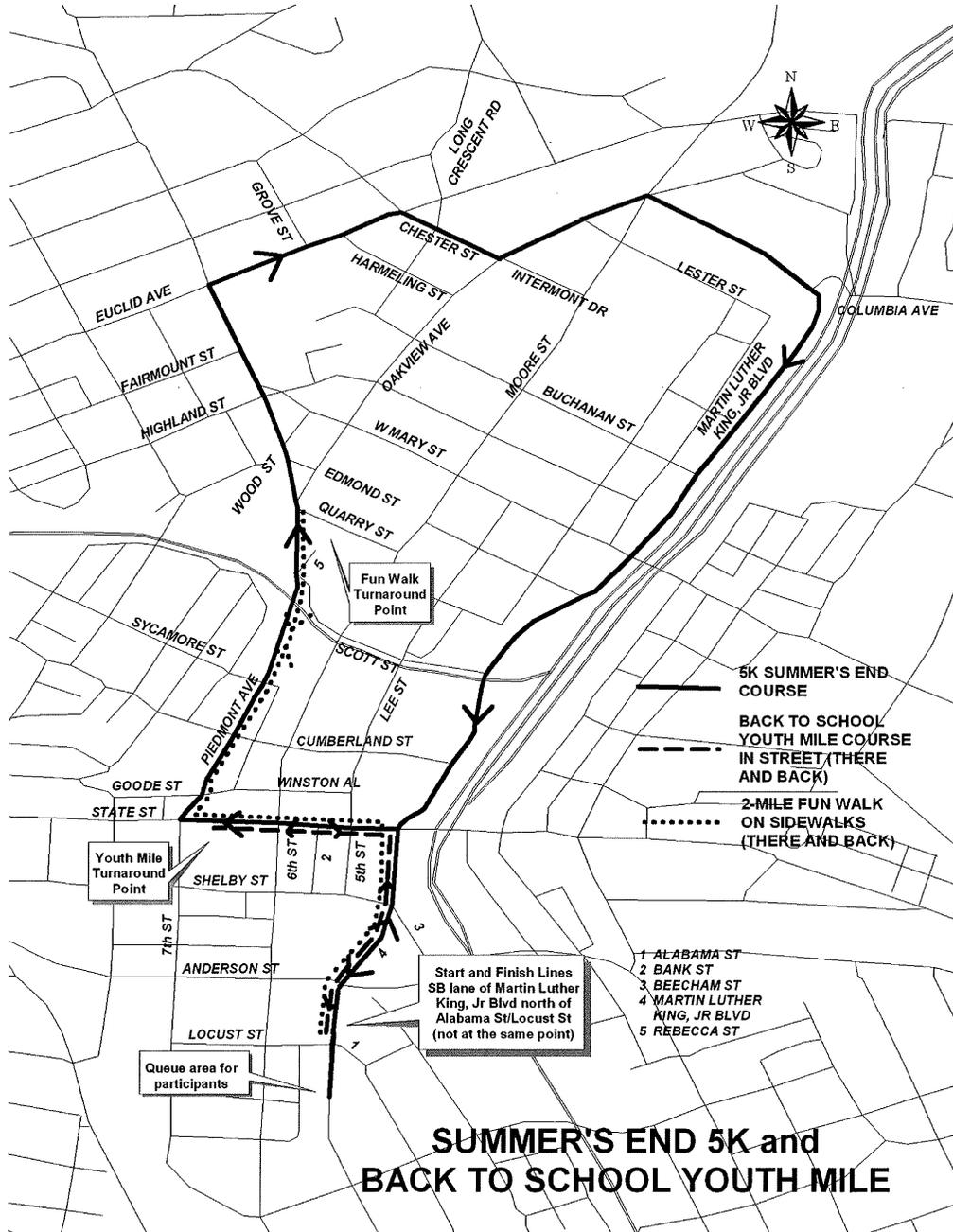
**Staff Recommendations:** All required documents have been submitted and staff recommends the approval of this request.

---

---

**DOCUMENTATION:** Included  Not Required

**MOTION:** I move for approval of items on the consent agenda.



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

Meeting Date: June 28, 2016

Department: Development and Planning

Bulk Item: Yes     No X

Staff Contact: Jay Detrick

---

**AGENDA ITEM WORDING:**

Consider a Street Closure Request for Quaker Steak and Lube Bike Nights.

---

**ITEM BACKGROUND:**

Quaker Steak and Lube has requested that Piedmont Avenue from State Street to Winston Alley and Winston Alley from Piedmont to Merchants Alley, be closed from 4:00 PM to 11:00 PM on the following dates: August 4, September 1 and October 6 for its final three Bike Night events of 2016. The events will take place from 7:00 to 10:00 but it will be necessary to close the streets beginning at 4:00 to allow time for setup. The streets will be reopened by approximately 11:00 PM.

---

**PREVIOUS RELEVANT ACTION:**

City Council has approved the requests for Bike Night closures in the past. The street closure is the same as it has been in previous requests.

---

**Staff Recommendations:**

Staff recommends the approval of this request.

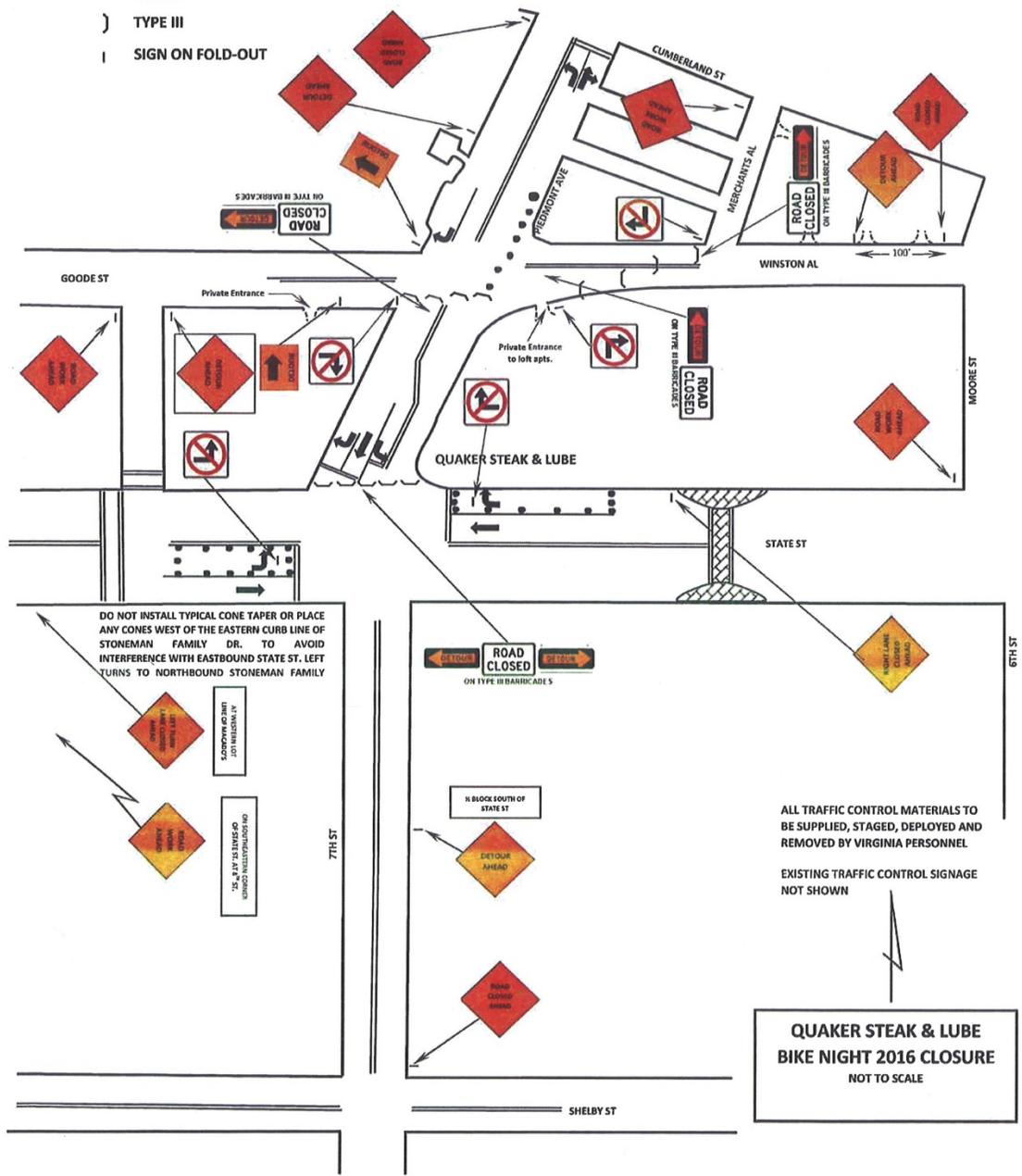
---

---

**DOCUMENTATION:**      Included X                      Not Required   

**MOTION:** I move for approval of items on the consent agenda.

- CONES
- ) TYPE III
- | SIGN ON FOLD-OUT



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

Meeting Date: 06/28/16

Department: Finance

Bulk Item: Yes X No

Staff Contact: Kim Orfield

---

**AGENDA ITEM WORDING:**

**Consider appropriating \$53,998 to the FY16 budget per the items listed below:**

<b>Parks &amp; Recreation-Programming</b>		<b>\$5,200</b>		
Appropriate insurance recovery funds.				
Expense	4-001-71030-8105	Vehicle Equipment		5,200
Revenue	3-001-18020-0003	Insurance Recovery		5,200
<b>Parks &amp; Recreation-Operating</b>		<b>\$15,000</b>		
Appropriate sale of equipment proceeds.				
Expense	4-001-71010-8106	Operational Equipment		15,000
Revenue	3-001-18020-0005	Sale of Equipment		15,000
<b>Fire Department</b>		<b>\$14,879</b>		
Appropriate reimbursement for Hazmat calls and physicals.				
Expense	4-001-35050-6014	Operating Supplies		7,859
Revenue	3-001-19010-0007	Recovered Costs		7,859
Appropriate sale of equipment proceeds.				
Expense	4-001-32010-5410	Lease of Equipment		7,020
Revenue	3-001-18020-0005	Sale of Equipment		7,020
<b>Police Department</b>		<b>\$193</b>		
Appropriate restitution funds.				
Expense	4-001-31010-6014	Operating Supplies		193
Revenue	3-001-19010-0009	Recovered Costs		193
<b>Maintenance of Buildings</b>		<b>\$18,726</b>		
Appropriate reimbursement from energy savings project.				
Expense	4-001-43010-3311	Renovations		18,726
Revenue	3-001-19010-0040	Recovered Costs		18,726

**ITEM BACKGROUND: N/A**

**REVIIOUS RELEVANT ACTION:N/A**

**Staff Recommendations: Approve Appropriations**

**Motion: I move to approve items on the consent agenda.**