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
February 9, 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.

C. Mayoral Proclamation - Recognition of Nancy Marney

D. Recognition of Sumer Lloyd, Virginia Municipal League Essay Contest Winner

REGULAR AGENDA:

1. Consider Ratifying the November 2, 2009 Transition Agreement Between the City of Bristol and BVU.

    a. Staff Report
    b. Public Comments
    c. Council Motion and Second
    d. Council Discussion
    e. Roll Call

2. Consider Contract for Appraisal Services.

    a. Staff Report
    b. Public Comments
    c. Council Motion and Second
    d. Council Discussion
    e. Roll Call

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

3.1 Consider appropriating $77,618.00 to the FY16 budget per the items listed below:

Police Department- $17,993.00

Appropriate funds received as restitution by the Police Department.

Expense	4-001-31010-6014	Operating Supplies	1,000.00
Revenue	3-001-19010-0009	Recovered Costs	1,000.00

Appropriate donations received by the Police Department.

Expense	4-001-31010-6014	Operating Supplies	513.00
Revenue	3-001-18020-0001	Donations	513.00

Appropriate additional DMV Grant funds received by the Police Department.

Expense	4-001-31020-5868	Selective Enforcement Grt	15,493.00
Revenue	3-001-33020-0038	Selective Enforcement Grt	15,493.00

Appropriate donations received by the Police Department.

Expense	4-001-31010-8101	Other Equipment	1,000.00
Revenue	3-001-18020-0001	Donations	1,000.00

Fire Department- $3,050.00

Appropriate donations received by the Fire Department.

Expense	4-001-32010-6011	Clothing	1,000.00
Revenue	3-001-18020-0001	Donations	1,000.00

Appropriate donations received by the Fire Department.

Expense	4-001-32010-6014	Operating Supplies	1050.00
Revenue	3-001-18020-0001	Donations	1050.00

Appropriate funds received as restitution by the Fire Department.

Expense	4-001-32010-6002	Food/Food Svc Supplies	500.00
Expense	4-001-32010-6011	Clothing	500.00
Revenue	3-001-19010-0007	Recovered Costs	1,000.00

Community Development $1,500.00

Appropriate monies received from a TVA Economic Development Grant.

Expense	4-001-81010-3140	Professional Svcs	1,500.00
Revenue	3-001-18020-0029	Grants	1,500.00

Clear Creek Golf Course $2,953.00

Appropriate insurance recovery funds received by the Golf Course.

Expense	4-001-71040-6007	Materials-Building	1,274.00
Revenue	3-001-19010-0043	Recovered Costs	1,274.00

Appropriate insurance recovery funds received by the Golf Course.

Expense	4-001-71040-3320	Maintenance of Equipment	1,310.00
Revenue	3-001-18020-0003	Insurance Recovery	1,310.00

Appropriate funds received as restitution by the Golf Course.

Expense	4-001-71040-6007	Materials-Building	369.00

Revenue	3-001-19010-0043	Recovered Costs	369.00

ACorridor **$52,122.00**

Appropriate revenue and expense for providing personnel services to ACorridor.

Expense	4-001-81010-1155	Salaries	41,566.00
Expense	4-001-81010-2100	FICA	3,401.00
Expense	4-001-81010-2310	VRS	3,311.00
Expense	4-001-81010-2400	Life	275.00
Expense	4-001-81010-2600	Unemployment	200.00
Expense	4-001-81010-2710	Worker's Comp	49.00
Revenue	3-001-19010-0043	Recovered Costs	52,122.00

3.2 Consider Approval of the Minutes: Regular Meeting – January 12, 2016
Called Meeting – January 14, 2016

3.3 Consider Street Closure Request for the American Cancer Society Half and Half Marathon, Saturday April 9, 2016.

3.4 Consider Street Closure Request for the Crisis Center of Bristol Awareness Ride, April 30, 2016.

3.5 Consider Street Closure Request for the Spring Break Out Car-Truck-Bike Show, May 28, 2016.

a. Council Motion and Second
b. Roll Call

4. **EXECUTIVE SESSION**

Executive Session pursuant to:

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

E. Adjournment

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 02/09/16 Department: PIO

Bulk Item: Yes ___ No _X__ Staff Contact: Jennifer M. Wilson

AGENDA ITEM WORDING:

Mayoral Proclamation: Recognition of Ms. Nancy Marney for her role in the creation of Bristol's Annual Christmas Tree Lighting event.

ITEM BACKGROUND:

N/A

PREVIOUS RELEVANT ACTION:

N/A

Staff Recommendations:

That proclamation be accepted and presented at Council meeting.

DOCUMENTATION: Included __X___ Not Required_____

MOTION:_None required.

Mayoral Proclamation

A PROCLAMATION TO RECOGNIZE Nancy Marney for her role in the creation of the Annual Christmas Tree Lighting event, a beloved holiday tradition for decades

WHEREAS, over three decades ago, Nancy Marney envisioned a nostalgic downtown Christmas tree-lighting event similar to those she had seen in small, New England towns; and

WHEREAS, she planned and organized every step of the event for more than two decades – even down to selecting the Norwegian spruce, which was a mere 16 feet tall during the first ceremony; and

WHEREAS, today, the event showcases the nearly 50-foot Norwegian spruce and a 25-foot Douglas fir, which are adorned by 30,000 twinkling white lights; and

WHEREAS, the annual tree lighting, which takes place the first Monday after Thanksgiving has become a much-anticipated tradition that ushers in the holidays in Bristol; and

WHEREAS, generations of families gather beneath the glow of the towering tree to sing Christmas carols by candlelight, sip hot chocolate and celebrate the spirit of community;

NOW, THEREFORE, I, Archie Hubbard, III, Mayor of the City of Bristol, Virginia, along with the City Council, do hereby extend a proclamation of recognition and congratulations to Nancy Marney, for her role as an enthusiastic and engaged citizen who created the City's most enduring holiday tradition, which continues to unite and inspire the community.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED TO BE AFFIXED THE SEAL OF THE CITY OF BRISTOL, VIRGINIA ON THIS NINTH DAY OF FEBRUARY IN THE YEAR TWO THOUSAND AND SIXTEEN.

_____

Archie Hubbard, III, Mayor
City of Bristol, Virginia

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: _02/09/2016__ Department: City Manager's Office_

Bulk Item: Yes ___ No ___ Staff Contact: Tabitha Crowder___

AGENDA ITEM WORDING:

Consider Ratifying the November 2, 2009 Transition Agreement Between the City of Bristol and BVU.

ITEM BACKGROUND:

PREVIOUS RELEVANT ACTION:

Staff Recommendations:

DOCUMENTATION: Included _X_____ Not Required_____

MOTION: I move that we ratify by re-executing the November 2, 2009 Transition Agreement between the City of Bristol and BVU, and we direct the Mayor and the City Manager to re-execute the Agreement.

BVU AUTHORITY TRANSITION
AGREEMENT

This agreement made and entered into this 2nd day of November, 2009, by and between The City of Bristol, Virginia, in its general capacity, hereinafter "City General" and Bristol Virginia Utilities, a separately managed and budgeted division of the City of Bristol, Virginia, hereinafter "BVU;"

I. THE PREMISES

A. The City Council of the City of Bristol, Virginia and the Board of Directors of BVU have agreed that conversion of BVU to an authority to be known as the BVU Authority is in the best interests of the City General and of the ratepayers of BVU, and

B. The City Council has passed an ordinance asking the General Assembly of the Commonwealth of Virginia to pass an act creating such an authority, converting BVU into that authority, and to transfer the assets and City debts attributable to BVU to the authority.

C. When the General Assembly adopts said act, the parties wish to establish by contract certain continuing relationships between the two political subdivisions of the Commonwealth not properly made a part of the aforementioned act.

D. BVU and City General will direct its appointees to the Authority Board to execute a duplicate to this contract between the City General and the new Authority.

II. THE AGREEMENT In consideration of the of the above premises and the mutual benefits to both parties arising from the creation of the authority and the covenants herein contained, the parties do hereby covenant and agree as follows:

1. BVU (and BVU Authority) shall continue to budget $500,000.00 per fiscal year to pay for economic development projects inside for the City General in accordance with TVA terms in place now.
2. BVU (and BVU Authority) shall pay to the City General from Electric Division funds the sum of $350,000.00 per annum in lieu of taxes for electric system property within the City of Bristol, Virginia (rather than the $187.000.00 which would be ordinarily payable

Prepared by G. Walter Bressler, Attorney at Law
General Counsel, Bristol Virginia Utilities
PO Box 8100, Bristol, Virginia 24203

under the TVA formula for such in lieu of tax payments.) for as long as it continues to have authority from TVA to continue to do so.

3. BVU (and BVU Authority) shall pay the sum of $100,000.00 per annum in lieu of tax payment from non electric division funds for ten years commencing July 15, 2010 and continuing for ten consecutive payments ending July 15, 2019.
4. BVU (and BVU Authority) shall pay a BVU OptiNet in lieu of tax payment on all property of that division inside the City of Bristol, Virginia commencing July 30, 2013, based on the same formula TVA uses to figure in lieu of tax payments. The initial projected payment will not be less than $100,000.00 per annum.
5. Sale of all or part of Authority
   a. There shall not be a sale of all or part of the Authority to any third party without the approval of both the Authority Board and the City Council.
   b. In the event that the all of the Authority is sold to a third party, the net proceeds after payment of all of the Authority debts and liabilities will be the property of the City of Bristol, Virginia and the Authority will be dissolved.
   c. In the event that the OptiNet division is sold to a third party, the net proceeds after repayment of the OptiNet debt and the equity investment shall be split evenly between the City and the Authority.
   d. The parties believe that there is no practical legal way to sell the electric division of the Authority, but should that ever occur, the net proceeds after payment of all of the debt of the Authority will be split evenly between the City and the Authority.
6. The Authority will not sell any of its sewer capacity to any other entity without the approval of both the Authority Board and City Council.
7. The Authority will not attempt to have the number, makeup or method of appointment of the members of the Board of Directors changed from that contained in the original Act without the prior consent of the City Council. The Authority also will never ask the General Assembly to remove the operation and management of the Authority from this Authority Board of Directors.

Prepared by G. Walter Bressler, Attorney at Law
General Counsel, Bristol Virginia Utilities
PO Box 8100, Bristol, Virginia 24203

Witness the signature and seal of the parties this ____of October, 2009

Attest:

By _____
Clerk

City of Bristol, Virginia

By _____

Attest:

By _____
Secretary

Bristol Virginia Utilities

By _____

Prepared by G. Walter Bressler, Attorney at Law
General Counsel, Bristol Virginia Utilities
PO Box 8100, Bristol, Virginia 24203

Re-executed at the direction of the BVU Authority Board and the City Council for the City of Bristol Virginia this _____ day of _____, 2016.

CITY OF BRISTOL, VIRGINIA

By _____
Archie H. Hubbard, III, Mayor

Attest:

_____
Clerk

CITY OF BRISTOL, VIRGINIA

By _____
Tabitha Crowder, City Manager

BVU Authority

By _____
Bruce James Clifton, Chairman

Attest:

_____
Secretary

BVU Authority

By _____
Don Bowman, President/CEO

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016 Department: City Manager's Office

Bulk Item: Yes __ No X Staff Contact: Tabitha Crowder

AGENDA ITEM WORDING:
Consider Contract for Appraisal Services

ITEM BACKGROUND:
The City is required to perform a General Reassessment of all real property located within the City limits every four years, which must begin in 2016. The City participated in the procurement process for the Mount Rogers Planning District Mass Re-appraisal. The City Manager and Commissioner of Revenue are recommending the appraisal firm of Wampler-Eanes Appraisal Group, Ltd. There is $30,000 appropriated in the FY15-16 budget. The remaining amount will be appropriated in the FY 16-17 budget. Attached you will find a draft contract.

PREVIOUS RELEVANT ACTION:

Staff Recommendations:
The City Manager and Commissioner of Revenue are recommending the appraisal firm of Wampler-Eanes Appraisal Group, Ltd.

DOCUMENTATION: Included X Not Required_____

MOTION: I move that we authorize the City Manager to enter into a Contract for Appraisal Services on behalf of the City.

CONTRACT
For
APPRAISAL SERVICES

THIS CONTRACT, made and entered into this _____ day of _____, 2016, by and between **CITY OF BRISTOL, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as '**the City'**), and **WAMPLER-EANES APPRAISAL GROUP, LTD,** a Virginia limited liability company (hereinafter referred to as '**the Company**').

WITNESSETH:

WHEREAS, the City desires to make a general reassessment of all real property located within the City limits, and

WHEREAS, the Company represents that it is fully qualified and competent to make appraisals used in said reassessment, using generally accepted appraisal standards, and

WHEREAS, the City and the Company have reached an agreement for the Company to provide such services to the City and the parties desire that such agreement be reduced to writing.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

I. GENERAL PURPOSE.

The purpose of this contract is to set forth an agreement whereby the Company will provide professional appraisal services to the City for the general reassessment of all real property located within the City for real estate tax purposes.

II. BASIC SERVICES.

A. The basic Services shall be performed by the Company in accordance with the terms of this Contract and shall consist of the professional services set forth in the Contract Documents. The Contract Documents shall include: 1) the Request for Proposals and associated specifications for the procurement of reassessment services as submitted by the Mount Rogers Planning District Commission, dated April 5, 2015 (the **RFP**), which is incorporated herein by reference; 2) the Company's Proposal, dated January 20, 2016, which is incorporated herein by reference; 3) this Contract. The performance of the Basic Services by the Company is referred hereafter from time to time as the **Project**.

B. Prior to conducting the appraisals, the Company shall perform the following preliminary studies, which shall result in a compilation of recorded sales of real estate listed by category sufficient to form a basis for the determination of the fair market value for each parcel to be appraised. The two preliminary studies, which shall be completed in accordance with the requirements of the RFP, shall consist of:

1. **Sales Data:** This analysis shall include a representative number of sales and transactions of real property found in the City. The sales data shall form the basis for the determination of fair market value.

2. **Construction Costs:** This analysis shall be conducted in cooperation with the City Building Official and local contractors. The study shall include material costs, labor costs, and overhead and profit factors, derived from an analysis of known new construction sales. This data will be incorporated into the analysis of sales data outlined above. Unit construction costs that include all of the items mentioned above will be developed. Separate unit costs shall be developed for each type of construction (e.g. residential, commercial, industrial), as well as for each construction subsystem or component (e.g. paving, roofing, fencing). Such subsystems shall be used in conjunction with the sales data described in subparagraph (1) above to conduct random testing against known construction costs t verify the accuracy of the cost studies.

   The Company shall make copies of the Sales Data and Construction Costs studies available to the City upon their completion and shall provide two (2) copies of each study, including indexes or other references to cost manuals, to the City at the completion of the Project.

C. The City shall provide a Board of Assessors appointed in accordance with §§ 58.1-3275 and 58.1-3276 of the Code of Virginia, 1950, as amended, to the Board of Assessors of **THE CITY OF BRISTOL** for the conduct of the general assessment. In the event the City should choose to adopt the Professional Assessor provisions as outlined in §§ 58.1-3275, the Company shall provide a qualified assessor, _____, to serve as the Professional Assessor for this project.

D. The Company shall be solely responsible for coordination of the Project, including the work of the Company, the Commissioner of the Revenue, the Building Official, the City Manager, the Board of Assessors/Professional Assessor, and any other governmental entities having jurisdiction over the general assessment. If the Company becomes aware of any delay or problem that may hinder coordination among the various entities, the Company shall immediately notify the City's project manager, and take appropriate action to keep the Project on the approved schedule, as outlined in the Contract Documents.

III. THE COMPANY'S REPRESENTATIONS.

A. The Company represents and warrants that its services will be performed in a manner consistent with generally accepted appraisal standards and practices and that it is familiar with all federal, state, and local laws, regulations, codes, and standards that are applicable at the time the Company renders its professional services.

B. The Company represents and warrants that it is experienced with real property values in **THE CITY OF BRISTOL** and with the particular types of property being appraised. The Company further represents and warrants that it and its principals are properly licensed, pursuant to applicable law, to perform all services under this Contract.

C. The Company represents and warrants that its supervisors, appraisers, and research technicians are qualified for assignments related to the Project.

IV. **WORK TO BE PERFORMED BY THE CITY.**

A. The City shall perform the work as assigned in the RFP and the Company's Proposal.

B. The City shall have the right to require the Company to remove from the Project any person the City, in its discretion, considers to be unqualified or negligent, or the City, in its discretion, considers guilty of any misconduct in the performance of his duties. Any such person so removed shall not again be employed on the project.

C. The City shall furnish to the Company two (2) complete sets of the City's tax maps and access to any other pertinent data currently on hand in the City Real Estate Office or Planning and Building Department.

D. The Company will provide all the necessary data processing clerical staff for the successful completion of the general reassessment. The Locality will provide telephone clerical support personnel, (minimum of two persons) during the Professional Assessor/Board of Assessors' hearing process (pursuant to the Mount Rogers Planning District bid, attached).

V. **TIME.**

Time is of the essence in this contract. Notwithstanding any provision of the Contract Documents to the contrary, the Company agrees to complete all professional appraisal services and to transmit final copies of all field cards or sheets to the Commissioner of Revenue no later than December 31, 2016. The City may suffer financial loss for which the Company shall be liable if the project or any part thereof is delayed because the Company fails to perform any part of its services in accordance with this Contract. Execution of this Agreement by the City shall constitute notice for the Company to proceed with the Basic Services.

VII. **INSURANCE AND INDEMNIFICATION.**

A. The Company agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against any and all demands, actions, causes of action, damages (whether direct, indirect, incidental, or consequential costs, losses, claims, and expenses (including attorney's fees)) of any and every kind arising out

of any and all acts, errors, or omissions of the Company, its subcontractors, agents, or employees in performing services under this Contract.

B. The Company shall secure and maintain at its cost such insurance as will protect it and the City from claims under worker's compensation acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom; and claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which it is liable. The minimum limits of liability shall be as set forth in the RFP; that is to say, the appraisal firm will carry worker's compensation and public liability insurance, designed to hold **THE CITY OF BRISTOL** and tis official harmless from all claims, demands, suits, or actions, recovered against them by reason of any act by any employee or equipment of the appraisal firm during the reassessment process. Certificate of coverage will be provided to the City prior to the start of field work. At its option, the Company may increase the limits of liability to amounts greater than those set forth in the RFP.

C. The Company shall furnish to the City insurance certificates evidencing the insurance policies and coverages required hereunder, which certificates are hereby incorporated by reference into this contract, prior to the initiation of services under this Contract. Such certificates shall provide that the Company or its insurer shall give thirty (30) days prior written notification of cancellation or modification of any said policies to the City. Additionally, the City shall be entitled to demand that the Company, from time to time, furnish evidence that the insurance required by this Contract is in effect, and such evidence shall be provided within ten (10) days of such request.

VIII. **COMPENSATION.**

A. The City agrees to pay the Company as provided in this Agreement. The Company shall abide by and include in any contract with any subcontractor all terms contained in the Code of Virginia, section 11-62.11 "Payment Clauses to be included in Contracts."

B. The total compensation for all work related to the 2016 General Reassessment shall not exceed ONE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED ELEVEN DOLLARS ($14.95 PER PARCEL). The price is based upon 9,780 parcels. The City will compensate the Company for each parcel worked over 9,780 at the above agreed upon rate. The Company will submit invoices by the 15th day of each month for the number of parcels worked less the previously invoiced parcels. The City will remit the appropriate payment monthly less ten percent retainage. The retainage is payable upon delivery of the signed Reassessment Book and relevant files and reports to the City.

C. Acceptance by the Company of final payment from the City shall operate as, and be, a full release to the City and every officer, employee, and agent thereof, form all claims by and liabilities to the Company, except City-supplied materials, information, labor, or any third-party actions relating to the work under this Contract.

VIII. **TERMINATION.**

A. The City may terminate or suspend work under this Contract for any reason, including the convenience of the City, by giving seven (7) days written notice to the Company. This Contract may be terminated by the Company upon the substantial failure of the City to perform in accordance with all the terms herein, provided that the City's failure to perform is through no fault of the Company and shall continue for thirty (30) days after written notice thereof from the Company specifying the nature and extent of such default.

B. The City agrees to pay the company for services rendered through the date of termination or suspension, based upon the percentage of the Company's services completed as of the date of termination. Such payments shall be paid by the City upon the company's delivery to the City of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Company in performing the services included in this Contract, whether completed or in progress.

IX. **MISCELLANEOUS.**

A. The Company represents that all persons performing services herein are employees or agents of the Company. Such personnel shall not be employees of, nor have any contractual relationship with the City, nor shall they hold themselves out as, or claim to be, officers or employees of the City. The Company further agrees that in the performance of its services hereunder, it shall be acting as an independent contractor and not as an agent of the City.

B. Any legal action brought by either party to this Contract shall be subject to the exclusive jurisdiction of the Circuit Court of **The City of Bristol, Virginia** and shall be brought only in such court. This Contract shall be governed by the laws of the Commonwealth of Virginia.

C. **Discrimination:** During the performance of this Contract, the Company agrees as follows:

1. The Company will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Company. The Company agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this non-discrimination clause.

2. The Company, in all solicitations or advertisements for employees placed by or on behalf of the Company, will state that the Company is an equal 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.

The Company will include the provisions of the foregoing subparagraphs (1(, (2), and (3) in every subcontract or purchase over $10,000 so that the provisions will be binding upon each subcontract or vendor.

D. This Agreement represents the entire and integrated Contract between the City and the Company and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and the Company. In the event of any conflict among the terms contained in the Contract documents, the provision of this Agreement shall control. Any references in the Contract Documents to the "City Assessor's Office" shall refer to the Commissioner of the Revenue of the City.

E. The City Manager, or his/her designee, shall be the City's project manager, and have sole authority to administer the terms of this Contract, and to execute amendments to the Contract.

F. The City and the Company each binds itself, its partners, successors, and assigns to the other party to this Contract and to the partners, successors, and assigns of such other party, in respect to all covenants contained in this Contract. The Company shall not assign, sublet, or transfer any part of its interest in this Contract without the prior written consent of the City.

G. The City and the Company are aware of familial relationships of employees of each but agree there are no conflicts of interest to the benefit of either party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the date aforesaid.

CITY OF BRISTOL, VIRGINIA	**BLUE RIDGE MASS APPRAISAL COMPANY, LLC**
By:_____	By:_____
City Manager	**Steven I. Wampler** **Authorized Agent**
Witness:	**Witness:**
By:_____	By:_____
City Clerk	

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 02/09/16 Department: Finance

Bulk Item: Yes x No ___ Staff Contact: Kim Orfield

AGENDA ITEM WORDING:

Consider appropriating $77,618.00 to the FY16 budget per the items listed below:

Police Department- $17,993.00

Appropriate funds received as restitution by the Police Department.

Expense	4-001-31010-6014	Operating Supplies	1,000.00
Revenue	3-001-19010-0009	Recovered Costs	1,000.00

Appropriate donations received by the Police Department.

Expense	4-001-31010-6014	Operating Supplies	513.00
Revenue	3-001-18020-0001	Donations	513.00

Appropriate additional DMV Grant funds received by the Police Department.

Expense	4-001-31020-5868	Selective Enforcement Grt	15,493.00
Revenue	3-001-33020-0038	Selective Enforcement Grt	15,493.00

Appropriate donations received by the Police Department.

Expense	4-001-31010-8101	Other Equipment	1,000.00
Revenue	3-001-18020-0001	Donations	1,000.00

Fire Department- $3,050.00

Appropriate donations received by the Fire Department.

Expense	4-001-32010-6011	Clothing	1,000.00
Revenue	3-001-18020-0001	Donations	1,000.00

Appropriate donations received by the Fire Department.

Expense	4-001-32010-6014	Operating Supplies	1050.00
Revenue	3-001-18020-0001	Donations	1050.00

Appropriate funds received as restitution by the Fire Department.

Expense	4-001-32010-6002	Food/Food Svc Supplies	500.00
Expense	4-001-32010-6011	Clothing	500.00
Revenue	3-001-19010-0007	Recovered Costs	1,000.00

Community Development $1,500.00

Appropriate monies received from a TVA Economic Development Grant.

Expense	4-001-81010-3140	Professional Svcs	1,500.00
Revenue	3-001-18020-0029	Grants	1,500.00

Clear Creek Golf Course **$2,953.00**

Appropriate insurance recovery funds received by the Golf Course.

Expense	4-001-71040-6007	Materials-Building	1,274.00
Revenue	3-001-19010-0043	Recovered Costs	1,274.00

Appropriate insurance recovery funds received by the Golf Course.

Expense	4-001-71040-3320	Maintenance of Equipment	1,310.00
Revenue	3-001-18020-0003	Insurance Recovery	1,310.00

Appropriate funds received as restitution by the Golf Course.

Expense	4-001-71040-6007	Materials-Building	369.00
Revenue	3-001-19010-0043	Recovered Costs	369.00

ACorridor **$52,122.00**

Appropriate revenue and expense for providing personnel services to ACorridor.

Expense	4-001-81010-1155	Salaries	41,566.00
Expense	4-001-81010-2100	FICA	3,401.00
Expense	4-001-81010-2310	VRS	3,311.00
Expense	4-001-81010-2400	Life	275.00
Expense	4-001-81010-2600	Unemployment	200.00
Expense	4-001-81010-2710	Worker's Comp	49.00
Revenue	3-001-19010-0043	Recovered Costs	52,122.00

ITEM BACKGROUND:

PREVIOUS RELEVANT ACTION:

Staff Recommendations:

Staff recommends appropriating $77,618.00 to the FY16 budget.

DOCUMENTATION: Included __x__ Not Required___

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

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016 Department: City Manager

Bulk Item: Yes ___ No _X__ Staff Contact: Tabitha Crowder

AGENDA ITEM WORDING:

Consider Approval of the Minutes: Regular Meeting – January 12, 2016
Called Meeting – January 14, 2016

ITEM BACKGROUND:

N/A

PREVIOUS RELEVANT ACTION:

N/A

Staff Recommendations:

No action required.

DOCUMENTATION: Included __x__ Not Required_____

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

THE REGULAR MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON JANUARY 12, 2016, AT 6:00 P.M. IN COUNCIL CHAMBERS, 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR ARCHIE HUBBARD, III PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR WILLIAM HARTLEY, CATHERINE BRILLHART, GUY ODUM, AND JIM STEELE. CITY MANAGER, TABITHA CROWDER, AND CITY ATTORNEY, PETE CURCIO WERE ALSO PRESENT.

Mayor Hubbard called for a moment of silence followed by the pledge of allegiance to the flag.

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

Mr. Charles Harris commented on the lack of grocery stores in "food deserts" such as Rice Terrace. He expressed his concern for the safety of individuals attempting to cross busy City streets.

B. Mayor's Minute and Council Comments

City Council Members recognized Mr. Odell Owens, past member of the Washington County Board of Supervisors.

1. Consider Approval of a Proposed Amendment to the September 23, 2014 Performance Agreement with K-VA-T Food Stores Inc. for Ollie's Holdings to Allow for Annual Payments Versus Quarterly

Assistant City Manager, Mr. Andrew Trivette, explained that K-VA-T had requested that the City amend Ollie's performance agreement to change the customary quarterly reimbursement payments to annual. He advised that changing the payment schedule would make reporting easier on Ollie's and speed the reporting process. He added that, to date, the City had not made any payments under the current performance agreement.

Mr. Michael Pollard voiced his concerns that the City could potentially owe back payments for previous reporting periods.

Mayor Hubbard expressed his desire to show new businesses some consideration. He spoke in favor of the change.

Mayor Hubbard entertained a motion to approve the proposed amendment to the September 23, 2014 Performance Agreement with K-VA-T Food Stores, Inc. for Ollie's Holdings to allow for annual payments versus quarterly.

Council Member Steele made the motion to approve the proposed amendment to the September 23, 2014 Performance Agreement with K-VA-T Food Stores, Inc. for Ollie's Holdings to allow for annual payments versus quarterly. Motion was seconded by Council Member Odum and carried by the following votes:

AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

2. Consider Authorizing Highlands Community Services Board to Apply for and Accept Loans to Fund the Children's Campus Construction Project and to Refinance Existing USDA Rural Development Loans

Mr. Jeff Fox, Director of Highlands Community Services (HCS), reported that HCS had nearly nineteen hundred (1900) children in their service and that the necessity for a children's campus could not be denied. He added that the children's campus would consolidate services, increase efficiencies and communications, and access to programs. He reported that the HCS operating budget was sustainable and HSC was in a good position to obtain funds to move forward with the construction project.

Mayor Hubbard entertained a motion authorizing Highlands Community Services Board to apply for and accept loans to fund the Children's Campus Construction Project and to refinance existing USDA Rural Development Loans.

Vice Mayor Hartley made the motion to authorize Highlands Community Services Board to apply for and accept loans to fund the Children's Campus Construction Project

and to refinance existing USDA Rural Development Loans. Motion was seconded by Council Member Odum and carried by the following votes:
AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

3. Consider a Resolution Granting Final Plat Approval for Plat #02-2015 The Falls Development Lots 14 & 15 and the Re-plat of Lots 12 and 13

Assistant City Manager, Mr. Andrew Trivette, advised that the two (2) parcels being subdivided were planned to be constructed in a similar time frame as Phase I. He added that this was not an announcement of Phase II tenants.

City Planner, Ms. Sally Morgan, reported that Interstate Realty was seeking final platting of Lots fourteen (14) and fifteen (15), and revisions to Lots twelve (12) and thirteen (13). She reported that a new public roadway, Falls Boulevard, was proposed as a sixty-foot (60 ft.) public right-of-way with a ten-foot (10 ft.) easement on each side.

Mayor Hubbard read the following Resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISTOL, VIRGINIA APPROVING THE FINAL PLAT OF THE FALLS – LOTS 14 and 15 AND REPLAT OF LOTS 12 and 13

SECTION 1. The City Council finds that:

WHEREAS, the subdivision plat for The Falls – Lots 14 and 15 and the Re-plat of Lots 12 and 13 has been properly submitted to the City and reviewed by City staff, and

WHEREAS, the Planning Commission met on December 21, 2015 and approved both the preliminary plat and the final plat, and

WHEREAS, Section 50-270 requires that a plat of subdivision be approved and certified by City Council before it can be recorded.

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

Section 1. The Council approves and certifies the final plat for The Falls – Lots 14 and 15 and the Re-plat of Lots 12 and 13 as attached in Exhibit A.

Mayor Hubbard entertained a motion to adopt a Resolution granting final plat approval for plat #02-2015 The Falls Development Lots 14 & 15 and the re-plat of Lots 12 and 13.

Council Member Odum made the motion to adopt a Resolution granting final plat approval for plat #02-2015 The Falls Development Lots 14 & 15 and the re-plat of Lots 12 and 13. Motion was seconded by Council Member Steele and carried by the following votes:

AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

4. Consider a Resolution to Support the Management and Staff of the Southwestern Virginia Training Center in their Efforts to Prevent the Closure of the Facility

Mayor Hubbard read the following Resolution:

A RESOLUTION OF THE CITY COUNCIL OF BRISTOL, VIRGINIA SUPPORTING THE SOUTHWESTERN VIRGINIA TRAINING CENTER

WHEREAS, the Southwestern Virginia Training Center was established in 1975 and has provided quality care throughout the years; and

WHEREAS, most residents have profound and/or other serious intellectual disabilities, often accompanied by severe medical or behavioral problems and need full time assistance to perform the basic functions of living; and

WHEREAS, family members of residents are deeply concerned about the safety of their loved ones should they be forced to leave the center; and

WHEREAS, The City of Bristol, Virginia, will be impacted with the moving of the residents into the community; and

WHEREAS, the closure of this facility would be detrimental to our community with the responsibility of helping the families from Bristol find the care that is the same as or better than the care that is currently offered at Southwestern Virginia Training Center;

NOW, THEREFORE, BE IT RESOLVED the City Council of Bristol, Virginia, supports the management and staff of the Southwestern Virginia Training Center in their efforts to prevent the closure of this facility which brings much-needed services to an often-overlooked segment of our population.

Mayor Hubbard entertained a motion to adopt a Resolution to support the management and staff of the Southwest Virginia Training Center in their efforts to prevent the closure of the facility.

Council Member Brillhart made the motion to adopt a Resolution to support the management and staff of the Southwest Virginia Training Center in their efforts to prevent the closure of the facility. Motion was seconded by Council Member Steele and carried by the following votes:

AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

Mayor Hubbard entertained a motion to approve Consent Agenda Items 5.1 through 5.2 as presented.

5.1 Consider Approval of the Minutes: Regular Meeting – December 8, 2015
Called Meeting – December 11, 2015

5.2 Consider Appointments:

Highlands Community Policy and Management Team - Dr. Richard Carroll, Jr.

Bristol Convention and Visitors Bureau - Mr. Ken Monyak.

Bristol Public Library Foundation - Ms. Deborah Wagner.

New River/Mount Rogers Workforce Investment Area Consortium Board - Ms. Tabitha Crowder, Alternate

Council Member Brillhart made the motion to approve the Consent Agenda items 5.1 through 5.2 as presented. Motion was seconded by Council Member Odum and carried by the following votes:

AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

6. Executive Session

Mayor Hubbard entertained a motion to enter into Executive Session pursuant to §2.2-3711.A7, Code of Virginia, 1950, as amended for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

Council Member Odum made the motion to enter into Executive Session pursuant to §2.2-3711.A7, Code of Virginia, 1950, as amended for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Motion was seconded by Vice Mayor Hartley and carried by the following votes:

AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

Following the Executive Session, by roll call vote, Council Members certified that only business matters lawfully exempted from open meeting requirements and specified in the motion to convene the Executive Session were discussed.

AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

C. Adjournment

There being no further business, the meeting was adjourned.

****
******
****
**
*

City Clerk

Mayor

A JOINT CALLED MEETING OF THE BRISTOL VIRGINIA, CITY COUNCIL AND THE INDUSTRIAL DEVELOPMENT AUTHORITY WAS HELD ON JANUARY 14, 2016, AT 11:00 A.M. IN COUNCIL CHAMBERS, 300 LEE STREET, BRISTOL, VIRGINIA WITH MAYOR ARCHIE HUBBARD, III PRESIDING. COUNCIL MEMBERS PRESENT WERE VICE MAYOR WILLIAM HARTLEY, CATHERINE BRILLHART, GUY ODUM, AND JIM STEELE. ALSO PRESENT WERE CITY MANAGER, TABITHA CROWDER, ASSISTANT CITY MANAGER, ANDREW TRIVETTE, CITY ATTORNEY, PETE CURCIO, AND MEMBERS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY.

1. Call to Order

Mayor Hubbard called the meeting to order for City Council. Chairman Sanslow called the meeting to order for the Industrial Development Authority (IDA).

2. Executive Session

Mayor Hubbard entertained a motion to enter into Executive Session pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for the discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, and pursuant to §2.2-3711.A5, Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, and pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter (The Falls).

Council Member Odum made the motion to enter into Executive Session pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for the discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, and pursuant to §2.2-3711.A5, Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, and pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter (The Falls). Motion was seconded by Council Member Steele and carried by the following votes:

AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

Chairman Sanslow, of the Industrial Development Authority (IDA), entertained a motion to enter into Executive Session pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for the discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, and pursuant to §2.2-3711.A5, Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, and pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter (The Falls).

IDA Member Clifton made the motion to enter into Executive Session pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for the discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, and pursuant to §2.2-3711.A5, Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, and pursuant to §2.2-3711.A3, Code of Virginia, 1950, as amended for consultation with legal counsel employed or retained by a public body regarding specific

legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter (The Falls). Motion was seconded by IDA Member Fletcher and carried by the following votes:
AYES: Ashley, Clifton, Fletcher, Wagner, and Sanslow
ABSENT: Tillison, and H. Williams

Following the Executive Session, by roll call vote, Council Members certified that only business matters lawfully exempted from open meeting requirements and specified in the motion to convene the Executive Session were discussed.
AYES: Brillhart, Hartley, Odum, Steele, and Hubbard

Following the Executive Session, by roll call vote, Industrial Development Authority Members certified that only business matters lawfully exempted from open meeting requirements and specified in the motion to convene the Executive Session were discussed.
AYES: Ashley, Clifton, Fletcher, Wagner, and Sanslow
ABSENT: Tillison, and H. Williams

3. Adjournment

There being no further business, the meeting was adjourned.

****
******
****
**
*

City Clerk

Mayor

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016 Department: Development and Planning

Bulk Item: Yes __ No _X_ Staff Contact: Jay Detrick

AGENDA ITEM WORDING:

Consideration of closing single lanes at the following locations for the 2016 American Cancer Society Half and Half Marathon:

1. Southbound Commonwealth Avenue parking lane/right-turn lane between Sycamore Street and State Street/West State Street

2. Westbound West State Street parking lane between Commonwealth Avenue/Volunteer Parkway and 10th Street

3. Southbound Goodson Street parking lane/right turn lane between Williams Street and State Street/East State Street

4. Westbound State Street between Goodson Street/Pennsylvania Avenue and 3rd Street

ITEM BACKGROUND:

The Electro-Mechanical Corporation, in conjunction with The American Cancer Society, is requesting permission to close the above mentioned traffic lanes for their annual half marathon. This is the fourth year of the Half and Half Marathon and the street closure request is the same as last year. A map of the route and a detail of traffic management procedures is attached.

The event is scheduled to begin at 8:00 AM on Saturday April 9, 2016 and will finish at approximately 11:30 AM. The race begins at Virginia High School, crosses into Tennessee, comes back into Virginia and finishes at Tennessee High School.

The American Cancer Society has submitted the required Hold Harmless Indemnification Agreement and the Certificate of Liability Insurance. These documents are also attached.

PREVIOUS RELEVANT ACTION: None

Staff Recommendations: Staff recommends the street closure be approved as requested.

DOCUMENTATION: Included _X__ Not Required____

MOTION:__I move for approval of items on the consent agenda._____

HOLD HARMLESS INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of January, 2016 by and between American Cancer Society, Inc. herein after "Indemnitor," and **The City of Bristol, Virginia,** a Virginia municipal corporation, hereinafter, "Indemnitee;"

WITNESSETH:

PREMISES

WHEREAS, Indemnitor wishes to have the Bristol Half And Half Marathon on 4-9, 2016 (hereinafter "Program") in the City of Bristol, Virginia and to have the City's permission to use its streets/sidewalks or property, namely (facility, streets, etc., you wish to use) See Attached for said purpose and police protection and traffic control for its operation (when needed); and

WHEREAS, Indemnitee wishes to be held harmless from any liability to Indemnitor or third persons for any claims or injuries or damage arising in connection with Indemnitor's use of Indemnitee's streets/sidewalks or property used for said program and from Indemnitee's ownership, maintenance and operation of said streets, sidewalks or property.

NOW THEREFORE, for and in consideration of the aforementioned premises, and the mutual benefit to be derived by both parties from the covenants and conditions hereinafter contained, the parties do covenant and agree as follows:

(1) Indemnitee does hereby grant permission to Indemnitor to use the aforedescribed City properties for the purposes requested.

(2) With the exception of any claims arising out of the negligence or intentional misconduct of the Indemnitee, its employees, vendors, contractors, subcontractors or agents, Indemnitor shall and does hereby hold Indemnitee harmless from any and all liability arising in connection with the program to be carried on by Indemnitor on Indemnitee's property and shall indemnify Indemnitee any amounts it may be required to pay on or because of any claim arising out of the ownership, possession, or use of City property in conjunction with said program and from the activities of Indemnitor on said property (other than any amounts Indemnitee may be required to pay on claims arising out of the

JEREMY E. LIVESAY
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

negligence or intentional misconduct of the Indemnitee, its employees, vendors, contractors, subcontractors or agents).

CITY OF BRISTOL, VIRGINIA, Indemnitee

By _____
Tabitha Crowder, City Manager

American Cancer Society, Inc
Name of Organization, **Indemnitor**

By _____ Community Manager, Relay For Life
(Signature) Name and Title

INDEMNITEE NOTARIZATION

STATE OF VIRGINIA

CITY OF BRISTOL

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ of the City of Bristol, Virginia, a Virginia municipal corporation, on behalf of the City.

_____
Notary Public

My commission expires: _____

INDEMNITOR NOTARIZATION

STATE OF VIRGINIA

CITY OF BRISTOL

The foregoing instrument was acknowledged before me this 1st day of Feb, 2016 by for and on behalf of American Cancer Society, Incorporated, Indemnitor.

_____
Notary Public

My commission expires: 6/3/17

JEREMY F. LIVESAY
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

139199

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Commercial Lines – (404) 923-3700
Wells Fargo Insurance Services USA, Inc.
3475 Piedmont Road NE, Suite 800
Atlanta, GA 30305-2886

CONTACT NAME: Alexander Mortimer
PHONE (A/C, No, Ext): 404-923-3732 FAX (A/C, No): 877-362-9069
E-MAIL ADDRESS: alexander.mortimer@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Federal Insurance Company	20281
INSURER B :	Pacific Indemnity Company	20346
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
American Cancer Society, Inc.
250 Williams Street
Atlanta, GA 30303

COVERAGES **CERTIFICATE NUMBER:** 10056130 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		35943463	09/01/2015	09/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 25,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			73563471	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71741355	09/01/2015	09/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: COIR00001378 Bristol Half & Half Marathon Bristol, TN/VA April 9, 2016 (mm)

Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy.

CERTIFICATE HOLDER

City of Bristol Virginia
300 Lee Street
Bristol, Virginia 24201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.

Traffic Control Requirements in Virginia

In Virginia, no full street closures are required. The following single-lane closures are required:

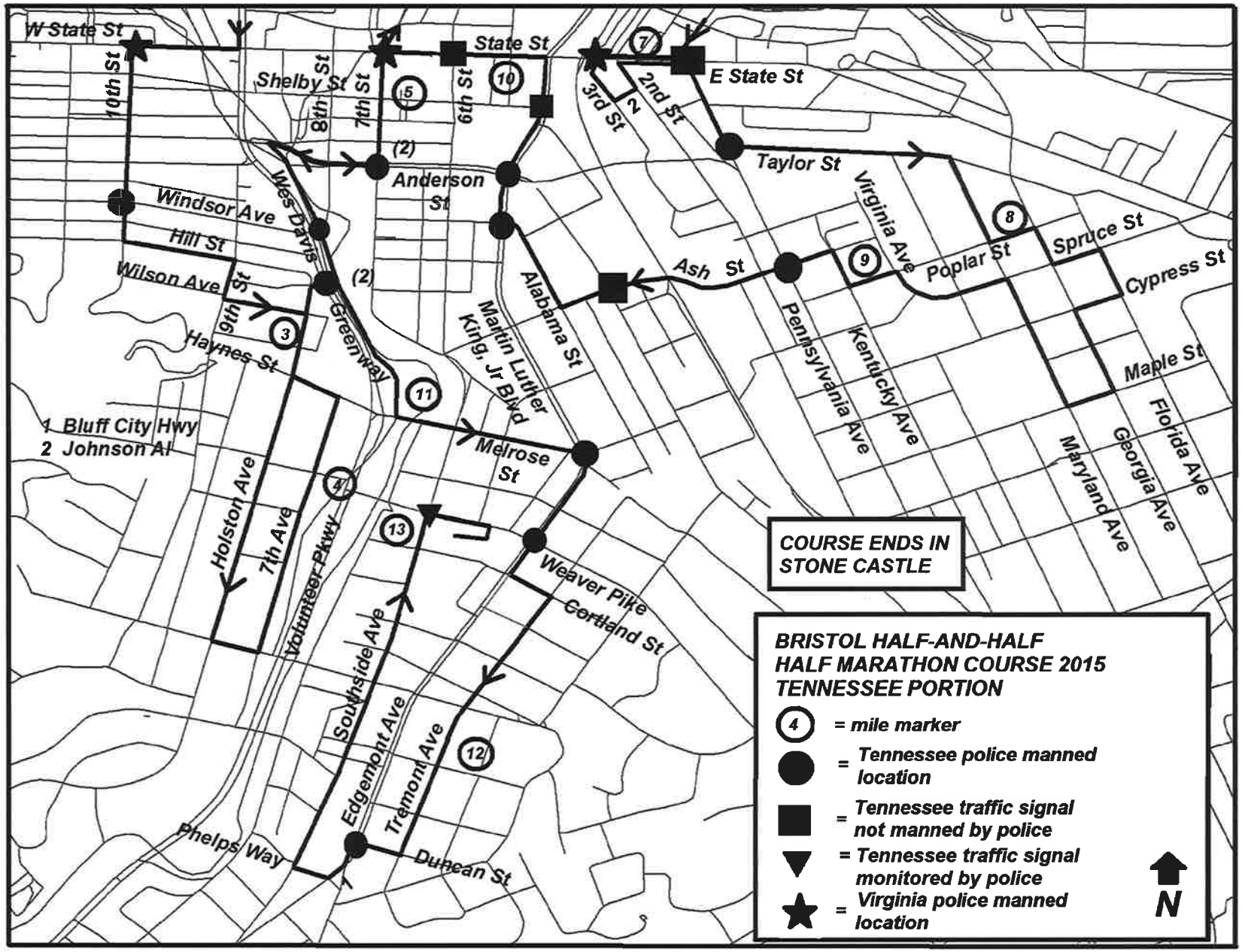
Single Lane Closures (in the order that the runners will encounter them for the first time)

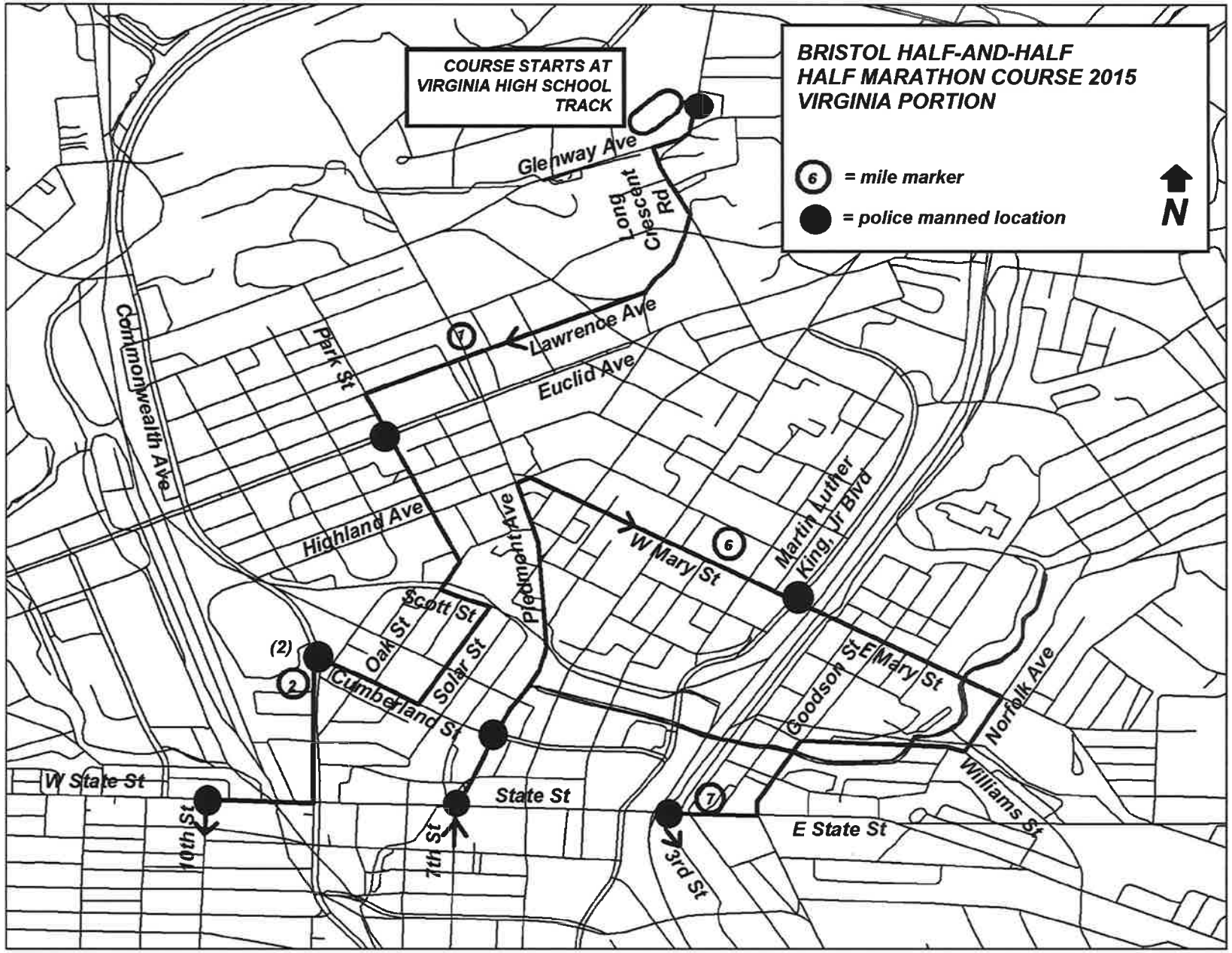
1. Southbound Commonwealth Avenue parking lane/right-turn lane between Sycamore Street and State Street/West State Street [1]
2. Westbound West State Street parking lane between Commonwealth Avenue/Volunteer Parkway and 10th Street
3. Southbound Goodson Street parking lane/right turn lane between Williams Street and State Street/East State Street
4. Westbound State Street between Goodson Street/Pennsylvania Avenue and 3rd Street

The Virginia locations where traffic will be manually directed by police officers are as follows:

Officer V1.	Long Crescent Road at exit from Virginia High School track (after the runners pass this location, this police officer will go to the intersection of Martin Luther King, Jr. Boulevard and West Mary Street)
Officer V2.	Euclid Avenue and Park Street (after the runners pass this location, this police officer will go to the intersection of State Street and 3rd Street)
Officers V3 and V4	Commonwealth Avenue and Cumberland Street (two officers)
Officer V4.	West State Street and 10th Street
Officer V5.	State Street and Piedmont Avenue/7th Street
Officer V6.	Piedmont Avenue and Cumberland Street
Officer V1.	West Mary Street and Martin Luther King, Jr. Boulevard (this is the same officer that was originally stationed at the Long Crescent Road exit from the Virginia High School track)
Officer V2.	State Street and 3rd Street (this is the same officer that was originally stationed at Euclid Avenue and Park Street)

[1] The runners are not going to be running north of Cumberland Street, but part of the parking lane will need to be closed north of Cumberland Street for proper traffic control.


W State St
10th St
Shelby St
8th St
7th St
6th St
State St
E State St
3rd St
2nd St
Taylor St
Anderson St
Windsor Ave
Wes Davis
Hill St
Wilson Ave
9th St
Haynes St
Greenway
Alabama St
Martin Luther King, Jr Blvd
Ash St
Virginia Ave
Poplar St
Spruce St
Cypress St
Pennsylvania Ave
Kentucky Ave
Maple St
Maryland Ave
Georgia Ave
Florida Ave
1 Bluff City Hwy
2 Johnson Al
Holston Ave
7th Ave
Volunteer Pkwy
Melrose St
Weaver Pike
Cortland St
Southside Ave
Edgemont Ave
Tremont Ave
Phelps Way
Duncan St
COURSE ENDS IN STONE CASTLE
BRISTOL HALF-AND-HALF
HALF MARATHON COURSE 2015
TENNESSEE PORTION
= mile marker
= Tennessee police manned location
= Tennessee traffic signal not manned by police
= Tennessee traffic signal monitored by police
= Virginia police manned location
N


BRISTOL HALF-AND-HALF
HALF MARATHON COURSE 2015
VIRGINIA PORTION
= mile marker
= police manned location
N
COURSE STARTS AT
VIRGINIA HIGH SCHOOL
TRACK
Glenway Ave
Long Crescent Rd
Lawrence Ave
Euclid Ave
Park St
Commonwealth Ave
Highland Ave
Piedmont Ave
W Mary St
Martin Luther King, Jr Blvd
Scott St
Oak St
Solar St
Cumberland St
Goodson St
E Mary St
Norfolk Ave
Williams St
W State St
State St
E State St
10th St
7th St
3rd St

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016 Department: Development and Planning

Bulk Item: Yes __ No _X_ Staff Contact: Jay Detrick

AGENDA ITEM WORDING:

Consideration of closing Piedmont Avenue from State Street to Winston Alley and Winston Alley from Piedmont to Merchants Alley, from 2:00 PM to 10:00 PM on April 30, 2016 for The Crisis Center of Bristol 2016 Awareness Ride.

ITEM BACKGROUND:

The Bristol Crisis Center, along with Quaker Steak and Lube and Black Wolf Harley Davidson is requesting permission to close Piedmont Avenue from State Street to Winston Alley and Winston Alley from Piedmont Avenue to Merchants Alley for the 2016 Awareness Ride. This is the first year that these three organizations have sponsored an event together. The traffic control plan showing the limits of the closure and detour information is attached.

The event is scheduled to take place from 6:00 PM to 9 PM on April 30, 2016 but the streets will need to be closed from 2:00 PM to 10:00 PM to allow for vendor/band setup, cleaning of the streets and the removal of all traffic control devices to reopen the streets.

Quaker Steak and Lube has submitted the required Hold Harmless Indemnification Agreement and the Certificate of Liability Insurance. These documents are also attached.

A date of May 7, 2016 is being requested in case the April 30, 2016 date is cancelled due to inclement weather.

PREVIOUS RELEVANT ACTION:

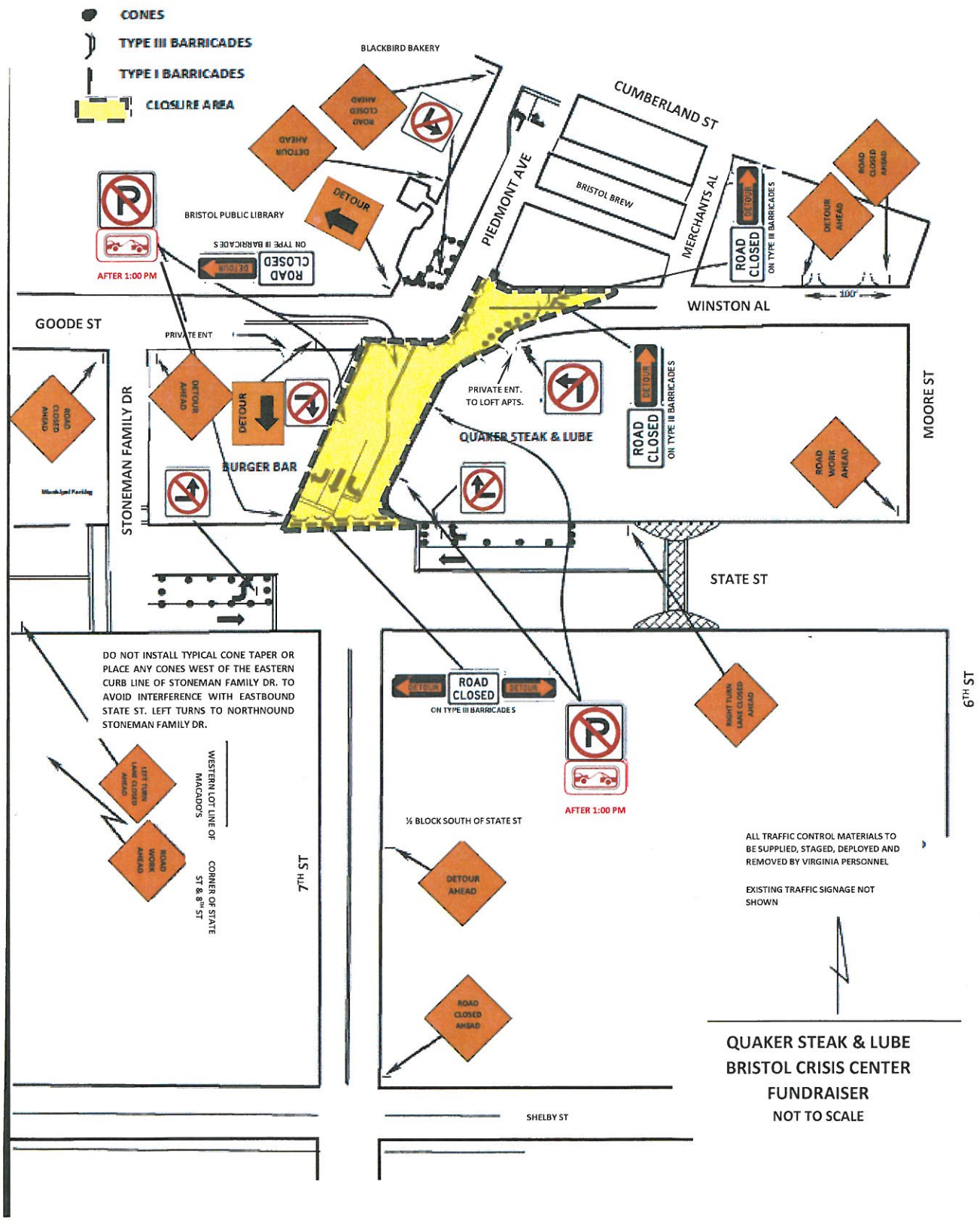
None

Staff Recommendations:

All required documents have been submitted and the amount of street area to be closed has been reduced from previous bike night events. Because of this, staff recommends the street closure be approved as requested.

DOCUMENTATION: Included _X__ Not Required____

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


CONES
TYPE III BARRICADES
TYPE I BARRICADES
CLOSURE AREA
BLACKBIRD BAKERY
CUMBERLAND ST
PIEDMONT AVE
BRISTOL BREW
MERCHANTS AL
BRISTOL PUBLIC LIBRARY
DETOUR
ROAD CLOSED
ON TYPE III BARRICADES
AFTER 1:00 PM
WINSTON AL
GOODE ST
PRIVATE ENT
PRIVATE ENT. TO LOFT APTS.
QUAKER STEAK & LUBE
BURGER BAR
STONEMAN FAMILY DR
MOORE ST
STATE ST
DO NOT INSTALL TYPICAL CONE TAPER OR PLACE ANY CONES WEST OF THE EASTERN CURB LINE OF STONEMAN FAMILY DR. TO AVOID INTERFERENCE WITH EASTBOUND STATE ST. LEFT TURNS TO NORTHBOUND STONEMAN FAMILY DR.
WESTERN LOT LINE OF MACADO'S
CORNER OF STATE ST & 8TH ST
7TH ST
6TH ST
½ BLOCK SOUTH OF STATE ST
ALL TRAFFIC CONTROL MATERIALS TO BE SUPPLIED, STAGED, DEPLOYED AND REMOVED BY VIRGINIA PERSONNEL
EXISTING TRAFFIC SIGNAGE NOT SHOWN
SHELBY ST
QUAKER STEAK & LUBE
BRISTOL CRISIS CENTER
FUNDRAISER
NOT TO SCALE

TRAFFIC CONTROL MATERIALS LIST
QUAKER STEAK & LUBE BIKE NIGHT 2015
PIEDMONT AVENUE

MUTCD CODE	SIGN LEGEND	MIN. SIZE	QTY.	COLORS LEGEND	COLORS BACK	STREET	DIRECTION	LOCATION AT	MOUNTING
W20-1	ROAD CLOSED AHEAD	30 X 30		BLACK	ORANGE	PIEDMONT AVE	SOUTHBOUND	CUMBERLAND ST	FOLD-OUT
W20-2	DETOUR AHEAD	30 X 30		BLACK	ORANGE	PIEDMONT AVE	SOUTHBOUND	100' S. CUMBERLAND ST	FOLD-OUT
M4-9R	DETOUR WITH ARROW	24 X 30		BLACK	ORANGE	PIEDMONT AVE	SOUTHBOUND	GOODE ST	FOLD-OUT
R11-2	ROAD CLOSED	48 X 30		BLACK	WHITE	PIEDMONT AVE	SOUTHBOUND	GOODE ST	TYPE III
M4-10R	DETOUR →	48 X 18		BLACK	ORANGE	PIEDMONT AVE	SOUTHBOUND	GOODE ST	TYPE III
R11-2	ROAD CLOSED	48 X 30		BLACK	WHITE	PIEDMONT AVE	NORTHBOUND	STATE ST	TYPE III
M4-10R	DETOUR →	48 X 18		BLACK	ORANGE	PIEDMONT AVE	NORTHBOUND	STATE ST	TYPE III
M4-10L	← DETOUR	48 X 18		BLACK	ORANGE	PIEDMONT AVE	NORTHBOUND	STATE ST	TYPE III
W20-1	ROAD WORK AHEAD	30 X 30		BLACK	ORANGE	GOODE ST	EASTBOUND	STONEMAN FAM. DR	FOLD-OUT
W20-2	DETOUR AHEAD	30 X 30		BLACK	ORANGE	GOODE ST	EASTBOUND	STONEMAN FAM. DR	FOLD-OUT
M4-9L	DETOUR WITH ARROW	24 X 30		BLACK	ORANGE	GOODE ST	EASTBOUND	100' W. PIEDMONT AVE	FOLD-OUT
R3-1R	NO RIGHT TURN(PIC)	24 X 24		RED/WHITE	BLACK	GOODE ST	EASTBOUND	PIEDMONT AVE	FOLD-OUT
W20-1	ROAD CLOSED AHEAD	30 X 30		BLACK	ORANGE	WINSTON AL	WESTBOUND	MOORE ST	FOLD-OUT
W20-2	DETOUR AHEAD	30 X 30		BLACK	ORANGE	WINSTON AL	WESTBOUND	100' E. MOORE ST	FOLD-OUT
R11-2	ROAD CLOSED	48 X 30		BLACK	WHITE	WINSTON AL	WESTBOUND	MERCHANTS AL	TYPE III
M4-10R	DETOUR →	48 X 18		BLACK	ORANGE	WINSTON AL	WESTBOUND	MERCHANTS AL	TYPE III
W20-1	ROAD WORK AHEAD	30 X 30		BLACK	ORANGE	STATE ST	EASTBOUND	8TH ST	FOLD-OUT
W20-5L	LEFT LANE CLOSED AHEAD	30 X 30		BLACK	ORANGE	STATE ST	EASTBOUND	WESTSIDE OF MACADOS	FOLD-OUT
R3-1L	NO LEFT TURN(PIC)	24 X 24		RED/WHITE	BLACK	STATE ST	EASTBOUND	LEFT TURN LANE(TN)	FOLD-OUT
W20-1	ROAD WORK AHEAD	30 X 30		BLACK	ORANGE	STATE ST	WESTBOUND	MOORE ST	FOLD-OUT
W20-5R	RIGHT LANE CLOSED AHEAD	30 X 30		BLACK	ORANGE	STATE ST	WESTBOUND	AT BRICK CROSSWALK	FOLD-OUT
R3-1R	NO RIGHT TURN(PIC)	24 X 24		RED/WHITE	BLACK	STATE ST	WESTBOUND	RIGHT TURN LANE(VA)	FOLD-OUT
W20-1	ROAD CLOSED AHEAD	30 X 30		BLACK	ORANGE	7TH ST	NORTHBOUND	SHELBY ST	FOLD-OUT
W20-2	DETOUR AHEAD	30 X 30		BLACK	ORANGE	7TH ST	NORTHBOUND	MID-BLOCK	FOLD-OUT
R3-1R	NO RIGHT TURN(PIC)	24 X 24		RED/WHITE	BLACK	PRIVATE ENT. LOFT	NORTHBOUND	WINSTON AL	FOLD-OUT
W20-1	NO PARKING AFTER 3:00 PM								
R3-1R	TOW AWAY ZONE			RED/WHITE	BLACK	PIEDMONT AVE	NORTHBOUND	SEE DIAGRAM	FOLD-OUT
Special	NO PARKING AFTER 3:00 PM								
	TOW AWAY ZONE			RED/WHITE	BLACK	PIEDMONT AVE	SOUTHBOUND	SEE DIAGRAM	FOLD-OUT

HOLD HARMLESS INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of December, 2015 by and between Bristol Lube, LLC herein after "Indemnitor," and **The City of Bristol, Virginia,** a Virginia municipal corporation, hereinafter, "Indemnitee;"

WITNESSETH:

PREMISES

WHEREAS, Indemnitor wishes to have the 2016 Awareness Ride on * April 30, 2016, (hereinafter "Program") in the City of Bristol, Virginia and to have the City's permission to use its streets/sidewalks or property, namely (facility, streets, etc., you wish to use) State to Goode St and Piedmont Ave to Merchants Alley for said purpose and police protection and traffic control for its operation (when needed); and

WHEREAS, Indemnitee wishes to be held harmless from any liability to Indemnitor or third persons for any claims or injuries or damage arising in connection with Indemnitor's use of Indemnitee's streets/sidewalks or property used for said program and from Indemnitee's ownership, maintenance and operation of said streets, sidewalks or property.

NOW THEREFORE, for and in consideration of the aforementioned premises, and the mutual benefit to be derived by both parties from the covenants and conditions hereinafter contained, the parties do covenant and agree as follows:

(1) Indemnitee does hereby grant permission to Indemnitor to use the aforedescribed City properties for the purposes requested.

(2) With the exception of any claims arising out of the negligence or intentional misconduct of the Indemnitee, its employees, vendors, contractors, subcontractors or agents, Indemnitor shall and does hereby hold Indemnitee harmless from any and all liability arising in connection with the program to be carried on by Indemnitor on Indemnitee's property and shall indemnify Indemnitee any amounts it may be required to pay on or because of any claim arising out of the ownership, possession, or use of City property in conjunction with said program and from the activities of Indemnitor on said property (other than any amounts Indemnitee may be required to pay on claims arising out of the

* contingency date of May 7th 2016

negligence or intentional misconduct of the Indemnitee, its employees, vendors, contractors, subcontractors or agents).

CITY OF BRISTOL, VIRGINIA, Indemnitee

By _____
Tabitha Crowder, City Manager

Bristol Lube LLC
Name of Organization, Indemnitor

By _____, Member
Name and Title

INDEMNITEE NOTARIZATION

STATE OF VIRGINIA

CITY OF BRISTOL

The foregoing instrument was acknowledged before me this 16 day of 12, 2015 by _____ of the City of Bristol, Virginia, a Virginia municipal corporation, on behalf of the City.

_____
Notary Public

My commission expires: _____

INDEMNITOR NOTARIZATION

STATE OF VIRGINIA

CITY OF BRISTOL

The foregoing instrument was acknowledged before me this 16 day of December 2015 by for and on behalf of Bristol Lube, LLC, Incorporated, Indemnitor.

_____
Notary Public

My commission expires: 12-19-17

QUAKST1 OP ID: KM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Nash & Powers
640 State Street
Bristol, TN 37620
Blair Jones

CONTACT NAME: Karen McKay
PHONE (A/C, No, Ext): 423-573-9053 FAX (A/C, No): 423-764-8782
E-MAIL ADDRESS: karen@nashandpowers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto	10502
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Quaker Steak & Lube
Bristol Lube, LLC DBA
629 State Street
Bristol, VA 24201

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		BOP2808780	05/30/2015	05/30/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CXS212646700	05/30/2015	05/30/2016	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCP222547801	03/21/2015	03/21/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITYBR3

City of Bristol Virginia
300 Lee Street
Bristol, VA 24201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Blair Jones

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016 Department: Development and Planning

Bulk Item: Yes __ No _X_ Staff Contact: Jay Detrick

AGENDA ITEM WORDING:

Consideration of closing Piedmont Avenue from State Street to Cumberland Street and Winston Alley from Piedmont to Merchants Alley, from 1:00 PM to 8:00 PM on April 30, 2016 for The 2016 Spring Break Out Car-Truck-Bike Show.

ITEM BACKGROUND:

Celebrate Bristol is requesting permission to close Piedmont Avenue from State Street to Cumberland Street and Winston Alley from Piedmont Avenue to Merchants Alley for the 2016 Car-Truck-Bike Show. This event was held in 2015 and the street closure request is the same as last year. The traffic control plan showing the limits of the closure and detour information is attached.

The event is scheduled to take place from 2:00 PM to 7:00 PM on May 21, 2016 but the streets will need to be closed from 1:00 PM to 8:00 PM to allow for vehicle setup and check-in, cleaning of the streets and the removal of all traffic control devices to reopen the streets.

Celebrate Bristol has submitted the required Hold Harmless Indemnification Agreement and the Certificate of Liability Insurance. These documents are also attached.

A date of May 28, 2016 is being requested in case the May 21, 2016 date is cancelled due to inclement weather.

PREVIOUS RELEVANT ACTION: None

Staff Recommendations:

All required documents have been submitted and the amount of street area to be closed is the same as last year. Because of this, staff recommends the street closure be approved as requested.

DOCUMENTATION: Included _X__ Not Required____

MOTION:__I move for approval of items on the consent agenda.____

Celebrate Bristol
PO Box 2006
Bristol, VA 24203

To Whom It May Concern:

Celebrate Bristol would like to submit a formal request to have a Fund Raiser event on Saturday May 21, 2016 form 2:00 pm – 7:00 pm, with an optional rain date of Saturday May 28, 2016 form 2:00 pm – 7:00 pm. The event will be "2016 Spring Break Out Car-Truck-Bike Show".

We would like to ask that be allowed to hold the event on Piedmont Street, starting from State Street - Piedmont to the end of Piedmont at Black Bird Bakery as we did at the event in 2015, having cars to enter the event at 1:00 pm from the Black Bird Bakery end of Piedmont for check in and then moving to the State Street end of Piedmont to be parked for the show from 2:00 – 7:00 pm.

As I'm sure City Council is aware this is a big fundraiser for the Celebrate Bristol July 4th event, all proceeds raised will go to help pay for the July 4th event and fireworks.

Thank you for your consideration, if you have any questions or need further information please feel to contact me at any time.

Thank You,

Tammi Berry

Tammi Berry
2016-Celebrate Bristol Chair
423-502-1297
tberry@thereserveatleonardfarms.com

HOLD HARMLESS INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this 11th day of January, 2016 by and between Celebrate Bristol, hereinafter "Indemnitor," and **The City of Bristol, Virginia,** a Virginia municipal corporation, hereinafter, "Indemnitee;"

WITNESSETH:

PREMISES 2016 Spring Break Out

WHEREAS, Indemnitor wishes to have (event) Car-Truck-Bike Show on (date) May 21, 2016 (hereinafter "Program") in the City of Bristol, Virginia and to have the City's permission to use its streets/sidewalks or property, namely (facility, streets, etc., you wish to use) Piedmont Ave. Event time - 2:00 - 7:00 pm. From State Street / Piedmont to End of Piedmont - Black Bird Bakery. for said purpose and police protection and traffic control for its operation (when needed); and

WHEREAS, Indemnitee wishes to be held harmless from any liability to Indemnitor or third persons for any claims or injuries or damage arising in connection with Indemnitor's use of Indemnitee's streets/sidewalks or property used for said program and from Indemnitee's ownership, maintenance and operation of said streets, sidewalks or property.

NOW THEREFORE, for and in consideration of the aforementioned premises, and the mutual benefit to be derived by both parties from the covenants and conditions hereinafter contained, the parties do covenant and agree as follows:

(1) Indemnitee does hereby grant permission to Indemnitor to use the aforedescribed City properties for the purposes requested.

(2) Indemnitor shall and does hereby hold Indemnitee harmless from any and all liability arising in connection with the program to be carried on by Indemnitor on Indemnitee's property and shall indemnify Indemnitee any amounts it may be required to pay on or because of any claim arising out of the possession, or use of City property in conjunction with said program and from the activities of Indemnitor on said property.

CITY OF BRISTOL, VIRGINIA, Indemnitee

By _____
Tabitha Crowder, City Manager

Celebrate Bristol
Name of Organization, Indemnitor

By Tammi T. Berry 2016 Chair
Name and Title

INDEMNITEE NOTARIZATION

STATE OF VIRGINIA
CITY OF BRISTOL

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____of the City of Bristol, Virginia, a Virginia municipal corporation, on behalf of the City.

_____
Notary Public

My commission expires: _____

INDEMNITOR NOTARIZATION

STATE OF VIRGINIA

CITY OF BRISTOL

The foregoing instrument was acknowledged before this 11th day of January, 2016 by for and behalf of Tammi Berry, Indemnitor.

LAURA HUGHES BOARDWINE
COMMONWEALTH OF VIRGINIA
REGISTRATION NO. 247922
MY COMM. EXPIRES: 07/31/2017
NOTARY PUBLIC

Laura Hughes Boardwine
Notary Public

My commission expires: 7/31/2017

CELEB-2 OP ID: TF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Burke, Powers & Harty, Inc.
1236 Volunteer Parkway
Bristol, TN 37620
Rush Powers

CONTACT NAME: Rush Powers
PHONE (A/C, No, Ext): 423-764-2112 FAX (A/C, No): 423-764-0615
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Celebrate Bristol
P O Box 2006
Bristol, VA 24203-2006

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR	X		ENP 0190430	04/05/2015	04/05/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Broadened Endorse						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
A	ANY AUTO			ENP 0190430	04/05/2015	04/05/2016	BODILY INJURY (Per person)	$ 1,000,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured for General Liability

CERTIFICATE HOLDER

CITY-BV

City of Bristol, VA
300 Lee Street
Bristol, VA 24201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

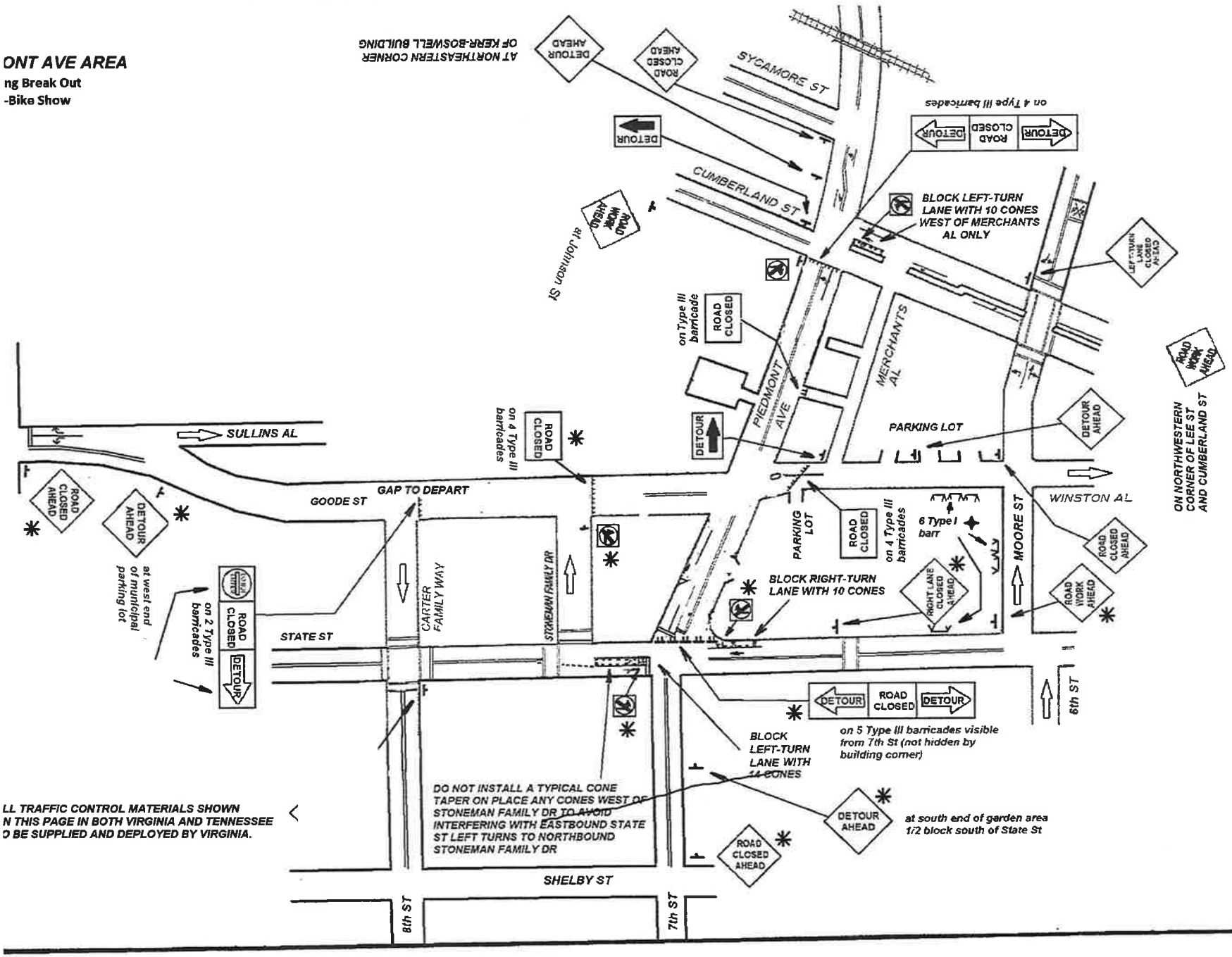
The ACORD name and logo are registered marks of ACORD

ALL TRAFFIC CONTROL MATERIALS SHOWN ON THIS PAGE (EVEN THOSE IN TENNESSEE) ARE PROVIDED AND DEPLOYED BY VIRGINIA.

ONT AVE AREA

ng Break Out

-Bike Show



LL TRAFFIC CONTROL MATERIALS SHOWN N THIS PAGE IN BOTH VIRGINIA AND TENNESSEE O BE SUPPLIED AND DEPLOYED BY VIRGINIA.