



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
March 8, 2016
Revised

5:00 p.m.
Call to order

- A. Called Joint Meeting with the Bristol Virginia School Board.

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

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

REGULAR AGENDA:

- 1. *Consider Asset Purchase Agreement between BVU Authority and Sunset Digital Communications, Inc.*
- 2. Presentation Regarding Stormwater Utilities.
 - a. Staff Report
 - b. Public Comments
 - c. Council Discussion
- D. Presentation Concerning the Operational Expenses at Clear Creek Golf Club and Efforts to Address Revenue Decline.
- E. Presentation of Branding Efforts Resulting from the Southwest Virginia Create-A-Thon.

3. Consider a Resolution Approving a Mutual Aid and Cooperation Agreement for Law Enforcement Services for the City of Bristol, Virginia and Washington County, Virginia.
 - a. Staff Report
 - b. Public Comments
 - c. Reading of Resolution
 - d. Council Motion and Second
 - e. Council Discussion
 - f. Roll Call

- F. Presentation of the Second Quarter Financial Report for FY15-16.

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

- 4.1 Consider Approval of the Minutes: Regular Meeting – February 9, 2016.
- 4.2 Consider Street Closure Request for Bristol Virginia Public Schools 5K Run, May 7, 2016.
- 4.3 Consider Appointments:
Drug Court Advisory Board – Ms. Catherine Brillhart
 - a. Council Motion and Second
 - b. Roll Call

- G. Adjournment

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

Meeting Date: 3-8-2016

Department: City Manager

Bulk Item: Yes No

Staff Contact: Tabitha Crowder

AGENDA ITEM WORDING:

Consider Asset Purchase Agreement between BVU Authority and Sunset Digital Communications, Inc.

ITEM BACKGROUND:

The Board of Directors of BVU Authority has requested that the Bristol City Council review the Purchase Agreement dated February 5, 2016. Pursuant to Section II(5) of the Transition Agreement dated November 2, 2009 between BVU Authority and the City of Bristol as it was reaffirmed by Council on February 9, 2016.

PREVIOUS RELEVANT ACTION:

Staff Recommendations:

DOCUMENTATION: Included Not Required

MOTION: _____

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

Meeting Date: 3-8-2016

Department: Engineering

Bulk Item: Yes No X

Staff Contact: Wallace McCulloch

AGENDA ITEM WORDING:

Presentation regarding Stormwater Utilities.

ITEM BACKGROUND:

City staff requested that AMEC prepare and give a presentation on stormwater utilities to City Council. The presentation will focus on the City's current stormwater program, future changes required by state and federal mandates, and the concept of a stormwater utility (user fee). The presentation will be provided at the City Council meeting and is not included in the packet.

PREVIOUS RELEVANT ACTION:

N/A

Staff Recommendations:

N/A

DOCUMENTATION: Included Not Required

MOTION: N/A

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

Meeting Date: March 8, 2016

Department: Clear Creek Golf Club

Bulk Item: Yes X No

Staff Contact: Casey Barnes

AGENDA ITEM WORDING:

A Presentation Concerning the Operational Expenses at Clear Creek Golf Club and Efforts to Address Revenue Decline.

ITEM BACKGROUND:

The Clear Creek Golf Club is a component of municipal government. For many years it operated as an enterprise fund which required the balancing of revenue to expense. During this time the debt associated with not only course construction but also residential development in the surrounding neighborhoods was dependent on revenues generated by golf course operations. Several years ago the city decided to switch the golf course from a separate enterprise fund to a general fund expense under the Parks and Recreation umbrella. This change has rendered positive results as the course now operates as an extension of the offerings of the Parks and Recreation Department. This has encouraged the development of new and expanded youth programs through the club and its professional staff. However, play at the club has decreased due to generational preferences, weather and the availability of expendable income. Over the last few years the club's expenses have exceeded revenues.

Recently a private company expressed interest in leasing the golf course in an effort to grow their network of courses. We were unable to negotiate a lease that both protected the City and offered the revenue desired by the Private Company. No lease will be submitted on their behalf.

We are working to increase revenue and rounds played at the course. This presentation will inform you about changes that are planned to address the decline.

PREVIOUS RELEVANT ACTION:

None

Staff Recommendations:

None

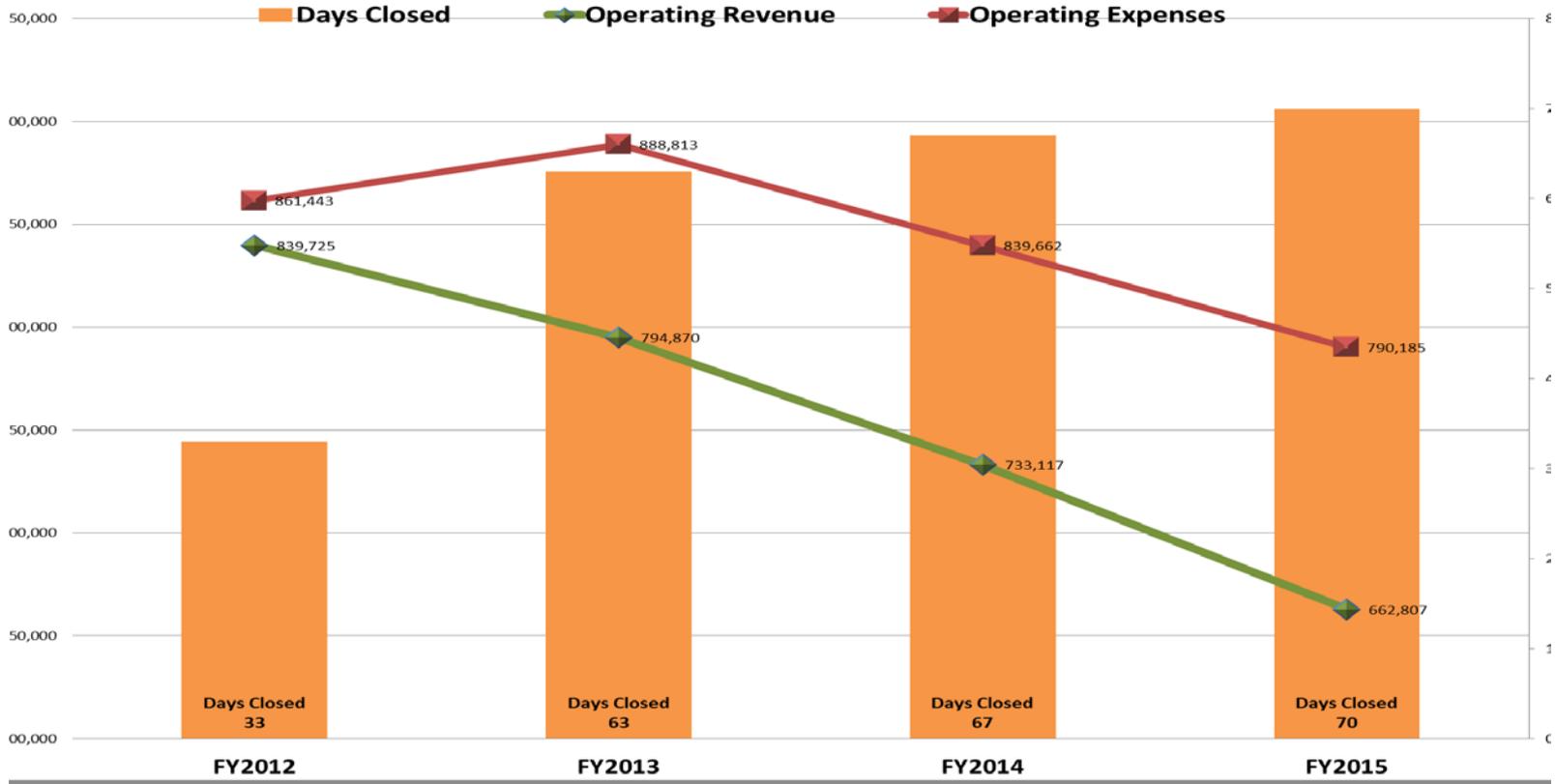
DOCUMENTATION: Included X Not Required



Clear Creek Golf Club

*Owned & Operated By
The City of Bristol Virginia*

Clear Creek Golf Course Revenue and Expenses



*We Understand we have some
problems with short fall in Revenues*

Why are Revenues Down?

Rounds are Down.....

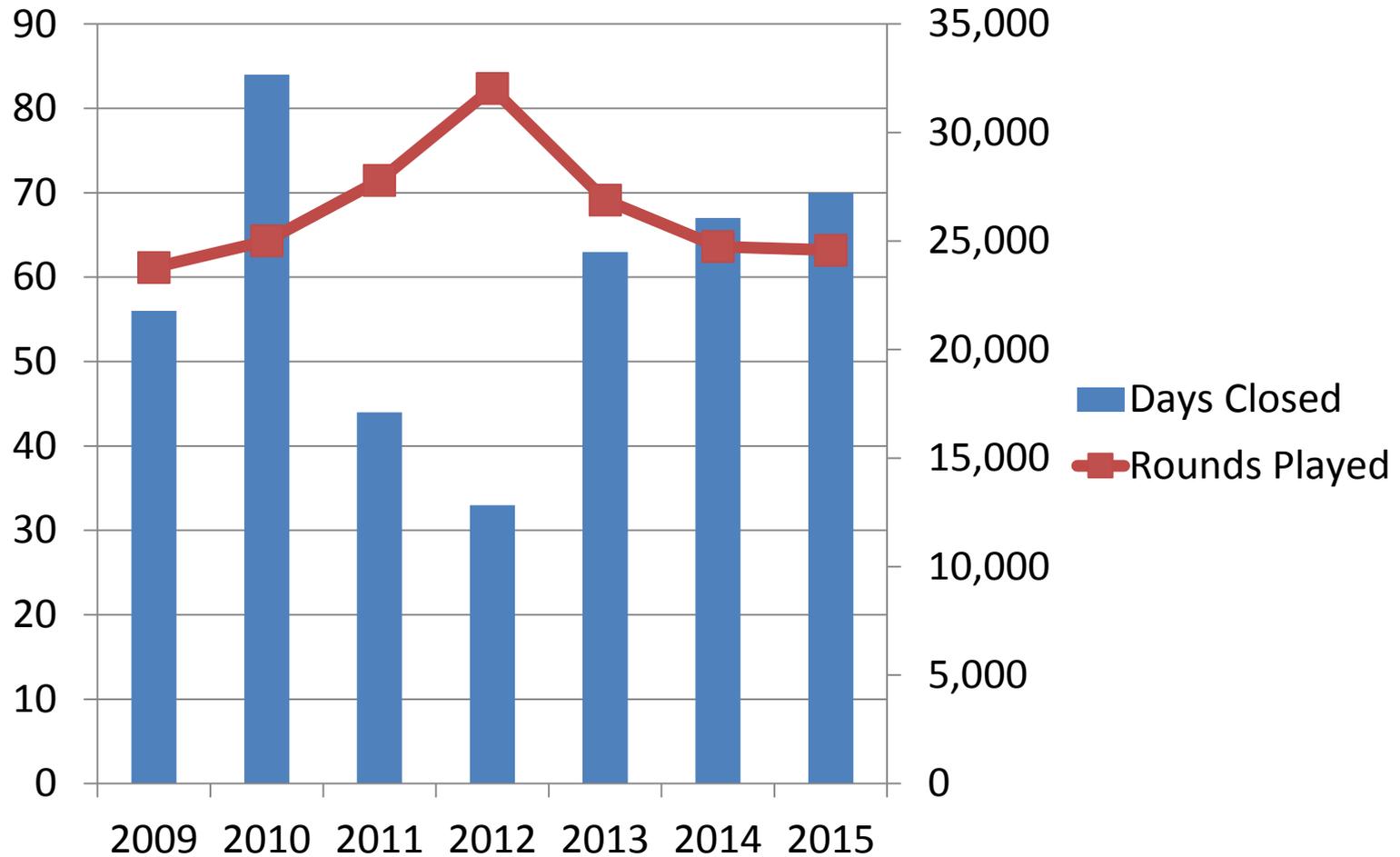
➤ *Baby Boomer Generation*

➤ *Time*

➤ *Economy*

➤ *Weather*

How Weather Affects Play



*Solving
The
Problem*

Golf Cart Fleet



Currently we lease 65 golf carts, included in the lease is 2 passenger carts for (downtown use)

Golf Car Fleet

- **65 New Golf Carts**
- **2 Passenger Carts (Downtown Use)**
- **1 Utility Cart (Downtown Use)**

***We have negotiated a New deal to
Save \$14,500 per year***

Membership / Rate Comparison

Course Name	Clear Creek	Tri-Cities	Warrior's Path	Pine Oaks	Cattails	Crockett Ridge	C.C. Bristol
Single Membership	\$900 CC / \$750	\$800	\$850	\$880 Res. / \$855	Card Holder \$125	N/A	\$99 Per Month
Family Membership	\$1,175 CC / \$1,025	\$1,000	\$1,450	\$1,675 Res. / \$1,625	N/A	N/A	\$149 Per Month
Senior Membership	\$600 (WD) 70+	\$700 (Full) 62+	\$550 (WD) 62+	\$740 Res. \$720	N/A	N/A	Unlimited \$199 Month
Cart Fees 9 / 18 Holes	9 - \$8 18 - \$15	9 - \$7.50 18 - \$15	9 - \$8 18 - \$15	9 - \$8 18 - \$16	N/A	N/A	9 - \$10 18 - \$16
Weekday 18 W/Cart	\$31	\$26	\$32	\$28	\$42 CH \$30	\$33	\$32
Weekend 18 W/Cart	\$36 (S,S)	\$31 (F,S,S)	\$36 (S,S)	\$33 (F,S,S)	\$47 CH \$35 - SS	\$36 (F,S,S)	\$38 (F,S,S)
Senior Rate	\$26 Age 55+	\$24 Age 62+	\$25 Age 62+	\$23 (Thurs)	\$35 CH \$23	\$29 Age 60+	N/A

Increase In Membership Revenues

- Offer Monthly Payments ➤ *Increase in Membership*
- Offer Single Month Pass ➤ *Increase in Membership*
- Offer City Residents Card
(City Employee's Qualify) ➤ *Increase Play*
- Offer Corporate Card ➤ *Increase Play*
- Increase Member Cart Fee ➤ *Increase Cart Revenues*

U. S. Military



- Offer a Military Rate for Active / Veterans



*Promote as
More Player Friendly
Course*

More Player Friendly

- Lower the Height of the Rough
- Clear Out Some Underbrush
- Trim & Cut Some Trees
- Lower the Height of the Grass from Fairway to Green
- Easier to Find your Ball & Easier to Hit
- Easier to Find your Ball
- Lower your Score
- Lower your Score

Faster Play & More FUN !!!

Men's League

COMING SOON



Men's League

Weekly Prizes

Skins

Low Net

- *Rounds*
- *Merchandise Sales*
- *Increase Revenues*

City of Bristol, VA

Offering the Following:

- Fellowship
- Exercise
- Entertainment
- Competition
- Fun for all Ages
- Service to our Community

Clear Creek offers Beautiful Home Sites Which Increases the City's Tax Revenues

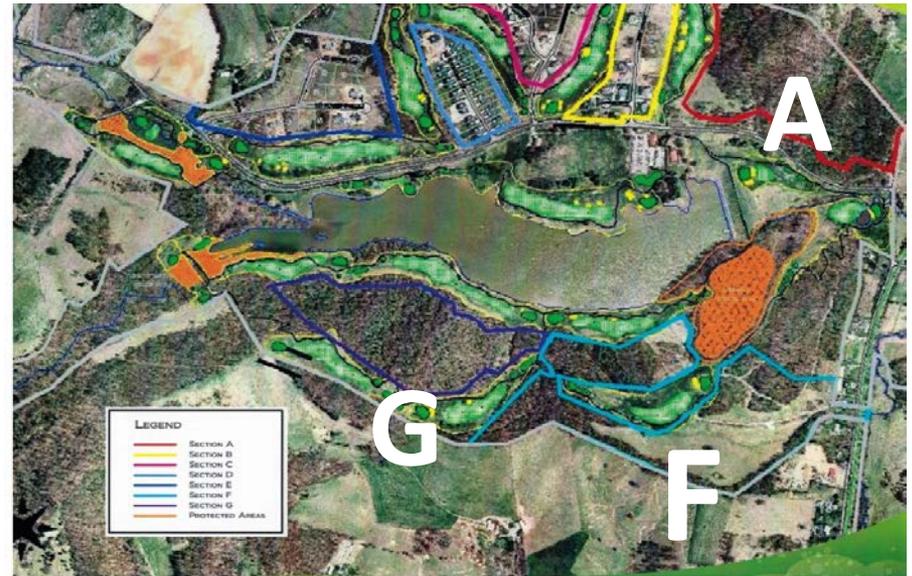
Clear Creek Currently Has

33 Houses = Approx. \$100,337 in Taxes
30 Town Homes = Approx. \$55,000 in Taxes
15 Lots without Houses = Approx. \$6,000 in Taxes
Total \$161,337



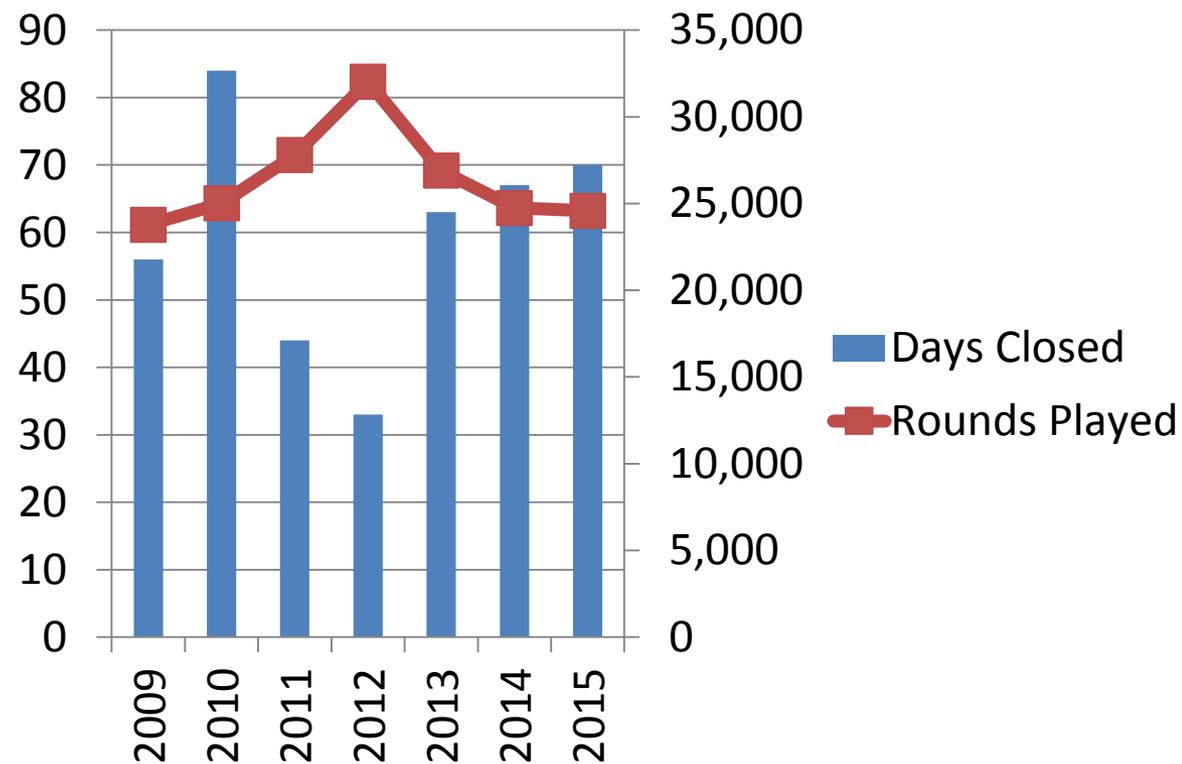
Clear Creek Vision

Auction 20 available lots (Build in 1 year)
Develop Section A (Modern Community)
Develop Section F (with new Entrance)
Develop Section G (Exclusive Home sites)





**However We Have No Control
Over The Weather !!!**



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

Meeting Date: 03.08.16

Department: PIO

Bulk Item: Yes ___ No X

Staff Contact: Jennifer M. Wilson

AGENDA ITEM WORDING:

Presentation of branding efforts resulting from the Southwest Virginia Create-A-Thon.

ITEM BACKGROUND:

The City of Bristol, VA was selected as a recipient of branding design concepts, at no cost, by members of the regional creative marketing community. Information provided at the meeting are the designs resulting from the American Advertising Federation Southwest Virginia Chapter create-a-thon held in October 2015.

PREVIOUS RELEVANT ACTION:

N/A

Staff Recommendations:

Informational presentation to spur future discussion on City-wide branding efforts.

DOCUMENTATION: Included X Not Required _____

MOTION: None required. _____

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

Meeting Date: _____ Department: City Attorney's Office

Bulk Item: Yes No Staff Contact: Pete Curcio

AGENDA ITEM WORDING:

Resolution approving a Mutual Aid and Cooperation Agreement for Law Enforcement Services for the City of Bristol, Virginia and Washington County, Virginia

ITEM BACKGROUND:

The City and Washington County have a Mutual Aid Agreement that terminated on December 31, 2015. This Agreement is identical to the prior one. It will serve to ratify any actions taken by either jurisdiction since January 1, 2016. The Agreement will remain in effect until December 31, 2019 and will continue thereafter until it is replaced by another agreement or terminated.

PREVIOUS RELEVANT ACTION:

Mutual Aid Agreement between the two localities was approved January 1, 2012 and amended October 6, 2014. That Agreement expired December 31, 2015.

Staff Recommendations:

DOCUMENTATION: Included Not Required

MOTION: I move that we approve the Resolution and direct the Mayor and Chief of Police to execute the Mutual Aid and Cooperation Agreement for Law Enforcement Services for the City of Bristol, Virginia and Washington County, Virginia

AGENDA ITEM # _____

RESOLUTION
APPROVING A MUTUAL AID AND COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES FOR THE CITY OF BRISTOL, VIRGINIA
AND WASHINGTON COUNTY, VIRGINIA

WHEREAS, the City of Bristol, Virginia and Washington County, Virginia entered into a Mutual Aid Agreement dated January 1, 2012, which Agreement was amended and re-executed on October 6, 2014; and

WHEREAS, the aforementioned Agreements have expired and the Chief of Police and the Sheriff for the City of Bristol, Virginia, along with the Sheriff of Washington County, Virginia determined that it would be advantageous for the two entities to enter into a new Mutual Aid and Cooperation Agreement for Law Enforcement Services between the two jurisdictions; and

WHEREAS, attached hereto is a new Mutual Aid and Cooperation Agreement for Law Enforcement Services for the City of Bristol, Virginia and Washington County, Virginia, which, if approved, will take effect retroactively to the first day of January, 2016 and continue in full force and effect through the 31st day of December, 2019 and shall extend thereafter until replaced by subsequent agreement or otherwise terminated by written notice as provided therein; and

WHEREAS, the Sheriff of the City of Bristol, Virginia has indicated his consent to the Agreement and intends to sign the Agreement upon approval of this Council; and

WHEREAS, this Council finds that the attached Agreement as drafted is in the best interest of the citizens of the City.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Bristol, Virginia that the Mutual Aid and Cooperation Agreement for Law Enforcement Services for the City of Bristol, Virginia and Washington County, Virginia is hereby approved and the Chief of Police for the City and the Mayor are hereby granted authority to execute said document on behalf of the City.

Read and adopted at the regular meeting of the City Council for the City of Bristol, Virginia February 23, 2016.

Archie H. Hubbard, III, Mayor

Attest:

Clerk

**MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR
CITY OF BRISTOL, VIRGINIA, AND WASHINGTON COUNTY, VIRGINIA**

Pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 (1950, as amended), in order that law enforcement services of each locality better serve its citizens, this Mutual Aid and Cooperation Agreement for Law Enforcement Services (“Agreement”) is made this the 1st day of January, 2016, by and between the County of Washington, Virginia; the Sheriff of the County of Washington, Virginia; the City of Bristol, Virginia; the Chief of Police of the City of Bristol, Virginia; and the Sheriff of the City of Bristol (together, Parties or parties).

WHEREAS, the City of Bristol, Virginia and the County of Washington, Virginia (together referred to as “Localities”) are contiguous political subdivisions of the Commonwealth of Virginia; with the County governed by an elected Board of Supervisors; and the City governed by an elected City Council;

WHEREAS, the County of Washington, Virginia has not established a county police force as allowed pursuant to Virginia Code § 15.2-1702 and, the Sheriff serves as its chief law enforcement officer;

WHEREAS, the City of Bristol has established a police force pursuant to Virginia Code § 15.2-1701, and, therefore, the chief of police serves as the chief law enforcement officer of the locality; and the City of Bristol also has a Sheriff’s Office that is responsible for the Bristol City Jail, transporting of prisoners, providing security for the courts, and service of civil and criminal process;

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for use of their joint police forces, their equipment, and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, criminal investigations often cross jurisdictional lines in the boundary areas of the Localities and the demands of emergencies and disasters, as addressed in Virginia Code § 15.2-1730.1, may require interjurisdictional law enforcement support;

WHEREAS, in light of the foregoing, the Localities are so located in relation to each other that it is to the advantage of each, under the circumstances herein specified, to permit law enforcement officers of the neighboring jurisdictions to provide service of civil summons, service of criminal warrants, process of arrest, and emergency support in the neighboring jurisdictions of the parties to this Agreement as if they were officers in such jurisdictions; and

WHEREAS, the parties hereto have determined that it is in the best interests of the public health, safety, and welfare that their law enforcement personnel should have the authority pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 to cooperate and to request and render assistance as provided herein.

NOW THEREFORE, BE IT KNOWN AND AGREED that the governing bodies of the respective Localities by proper resolutions adopted at a regular meeting, at the request of, and with the agreement of the chief law enforcement officers, hereby approve and enter into this Agreement, and the parties hereto jointly resolve and agree with one another as follows:

Assistance in Event of Emergency, Disaster, or Other Need

1. The chief law enforcement officer of the respective Locality, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when such officer determines that an emergency or other need exists. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of the Commonwealth of Virginia.
2. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the chief law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the requesting agency said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:
 - a) Name and title of the officer making the request;
 - b) A summary of the circumstances initiating the action and a description of the assistance needed; and
 - c) The name, title, and location of the officer to whom assisting personnel shall report.
3. Upon receipt of a request for assistance, the law enforcement officer authorized to act will provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his or her own agency's forces.
4. Nothing contained in this Agreement shall compel any party hereto to respond to a request for law enforcement assistance nor shall any party providing assistance pursuant to this Agreement be compelled to continue with such assistance after such assistance was initiated.
5. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges and immunities

as are enjoyed by members of the requesting agency. Each officer who enters the jurisdiction of the requesting agency pursuant to this Agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. For purposes of this Agreement it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance. This specifically includes, but is not limited to, the following: the authority to serve civil summons; the authority to serve criminal warrants; and the authority to make arrests.

Interjurisdictional Actions

6. Further, pursuant to this Agreement, (1.) the law enforcement officers of the City of Bristol may serve civil summons, serve criminal warrants, and make arrests within the territorial limits of Washington County when the alleged offense or civil cause of action occurred in the territorial limits of City of Bristol, and (2.) the officers of the Washington County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests in the territorial limits of City of Bristol when the alleged offense or civil cause of action occurred within the territorial limits of Washington County, including the Towns of Glade, Abingdon, Damascus, and the portion of Saltville located within Washington County,

Formation of Task Force

7. Pursuant to Virginia Code § 15.2-1726, in the event that a determination is made by the chief law enforcement officers of two or more participating jurisdictions, or either of their then acting second in command, that cooperation between both agencies would be necessary or beneficial to the enforcement of laws and maintenance of peace in their respective jurisdictions, then they may form a task force of officers from two or more jurisdictions until such time as the agency of that participating jurisdiction determines that the need for such a task force no longer exists. The purpose for which the agency of two or more participating jurisdictions may form a task force include, but is not limited to, the following:

- a) The investigation of any sexual offense or prostitution as contained in Article 3 of Chapter 8 of Title 18.2;
- b) The investigation of laws assigned to control or prohibit the use or sale of controlled substances as defined by Virginia Code § 54.1-3401;
- c) The investigation of serial rapes, murders, armed robberies, or other felonies;
- d) Law enforcement and crowd control at special events and athletic events, such as parades, sporting events, rallies, gatherings, or such other occurrences; or

- e) The occurrence of any other event which in the opinion of both chief law enforcement officers makes cooperation between their respective agencies necessary.

General Terms and Conditions

8. In the event of arrest or service of process by law enforcement outside their regular jurisdiction pursuant to this Agreement, the law enforcement agency of the jurisdiction where the case is to be adjudicated will be responsible for satisfaction of the requirements under Virginia Code § 19.2-390.

9. The chief law enforcement officer of any agency receiving assistance under this Agreement shall be responsible for directing the activities of other officers, agents, or employees coming into his or her jurisdiction. The chief law enforcement officer of the agency receiving assistance shall notify the chief law enforcement officer of the assisting agency of any complaints, reports, or other instances of inappropriate, criminal, or otherwise improper conduct or act of any assisting officer promptly after receipt of such complaint, report, or other instance.

10. Each agency shall bear any liability arising from acts undertaken by the personnel of that office pursuant to this Agreement. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits, which apply to the activity of such officers, agents, or employees of either agency, when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent as if they were within their territorial limits while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

11. Each agency shall provide satisfactory proof of law enforcement professional liability insurance, including public liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00). Each agency shall maintain worker's compensation insurance in the statutorily required amount for any person acting under and covered by this Agreement. Should the coverage of such insurance required by this Agreement of either agency be canceled or materially changed, then that agency shall notify the other agency of such cancellation or change in writing within fifteen (15) calendar days of that agency's receipt of notice of such cancellation or material change. Each party shall notify its insurance carriers of this Agreement.

12. Whenever the law enforcement officer, agent, or other employee acts pursuant to this Agreement outside of their normal jurisdiction, pursuant to the authority contained herein, or under any other written agreement subsequent to signing of this Agreement, or any supplement or addition hereto, such persons shall have the same authorities, powers, rights,

benefits, privileges, and immunities as if they were performing their duties in the territorial jurisdiction of which they are employed, appointed, or elected.

13. It is the intent and purpose of this Agreement that there be the fullest cooperation among the agencies to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires interjurisdictional law enforcement activity pursuant to this Agreement.

14. If any part, section, sub-section, sentence, clause or phrase of this Agreement is for any reason declared invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

15. This Agreement shall be in effect from January 1, 2016 through and including December 31, 2019, and shall extend thereafter until replaced by a subsequent written agreement or until terminated by written notice as provided in this paragraph. Each party to this Agreement may terminate this Agreement upon fifteen (15) days advance written notice to the other parties. This Agreement shall bind the localities indicated herein and the chief law enforcement officer for such localities regardless of changes in administration, subject to the right to terminate as set forth in this paragraph.

16. This Agreement is subject to modification only by written agreement signed by all parties hereto. Any such modification shall be made a part of this Agreement as an addendum.

17. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Bristol, Virginia, City Council at its regular meeting on the ____ day of _____, 2016.

CITY OF BRISTOL, VIRGINIA

CITY OF BRISTOL, VIRGINIA POLICE

Printed Name: _____
Mayor

John S. Austin
Chief of Police

CITY OF BRISTOL, VIRGINIA SHERIFF

Jack Weisenburger
Sheriff, City of Bristol, VA

Executed pursuant to a resolution of the Washington County Board of Supervisors at its regular meeting on the 12th day of January, 2016.

COUNTY OF WASHINGTON, VIRGINIA

**COUNTY OF WASHINGTON, VIRGINIA
SHERIFF**

Randy Pennington, Chairman
Washington County Board of Supervisors

Fred P. Newman, Sheriff
Washington County, Virginia

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

Meeting Date: 03/08/16

Department: Finance

Bulk Item: Yes No

Staff Contact: CFO Kim Orfield

AGENDA ITEM WORDING:

Presentation of the second Quarter Financial Report for FY15-16.

ITEM BACKGROUND:

CFO Orfield quarterly presents an update of the City's finances. This report covers the financial transactions for July 2015 - December 2015.

PREVIOUS RELEVANT ACTION:

N/A

Staff Recommendations:

No action required.

DOCUMENTATION: Included Not Required

MOTION: None required



City of Bristol, Virginia Financial Report 12/31/15





Financial Summary

	Budget	Actual	%
	<u>FY15-16</u>	<u>12/31/15</u>	<u>Collected/ Spent</u>
General Fund			
Revenue	110,543,363	76,694,812	69.38%
Expenses	110,543,363	78,519,140	71.03%
Solid Waste			
Revenue	5,408,990	2,288,259	42.30%
Expenses	5,408,990	2,484,364	45.93%



Financial Summary

Operating

General Fund

Revenue	50,853,363	23,510,234	46.23%
Expenses	50,853,363	22,949,452	45.13%

Solid Waste

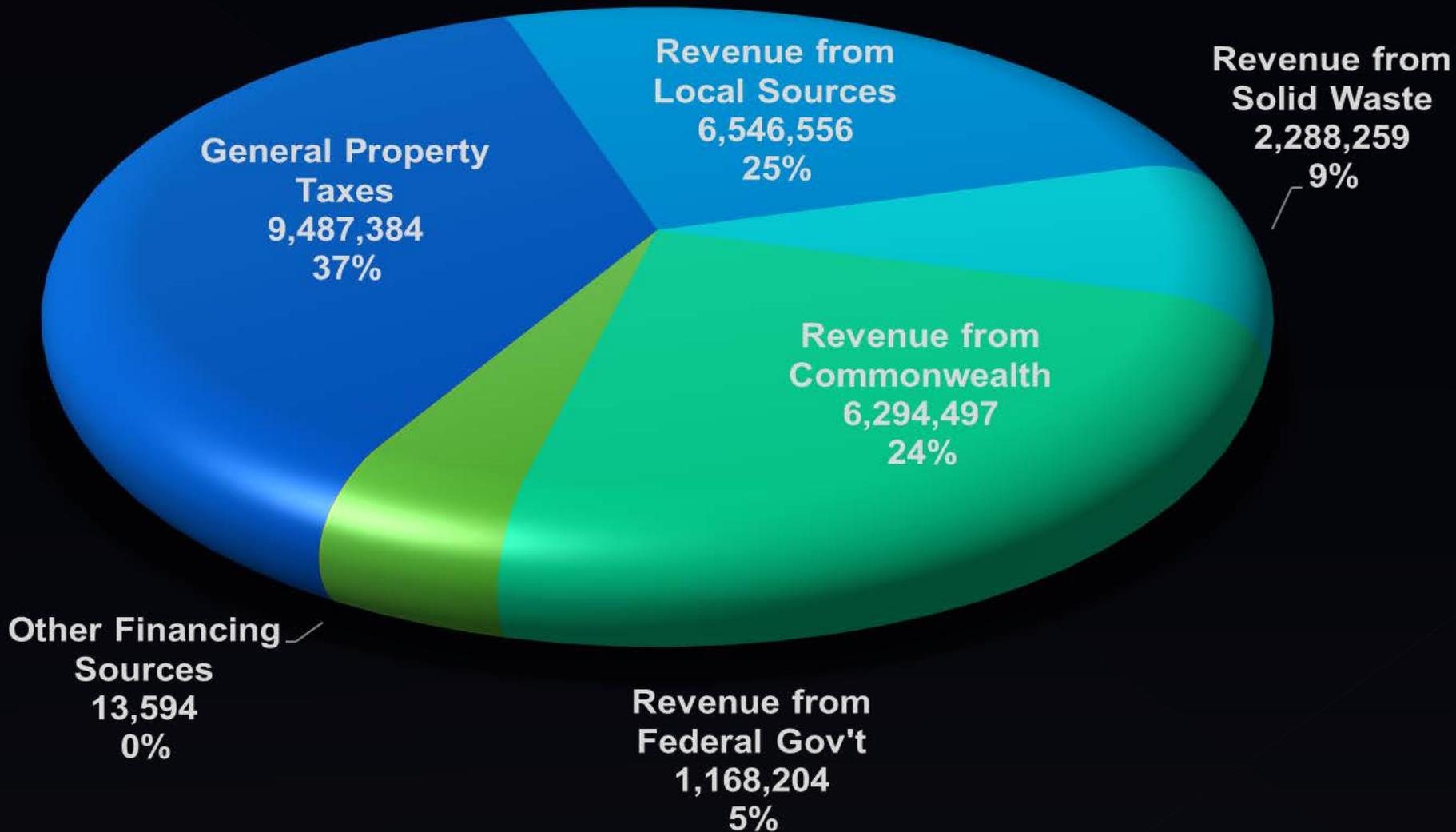
Revenue	5,408,990	2,288,260	42.30%
Expenses	5,408,990	2,484,364	45.93%



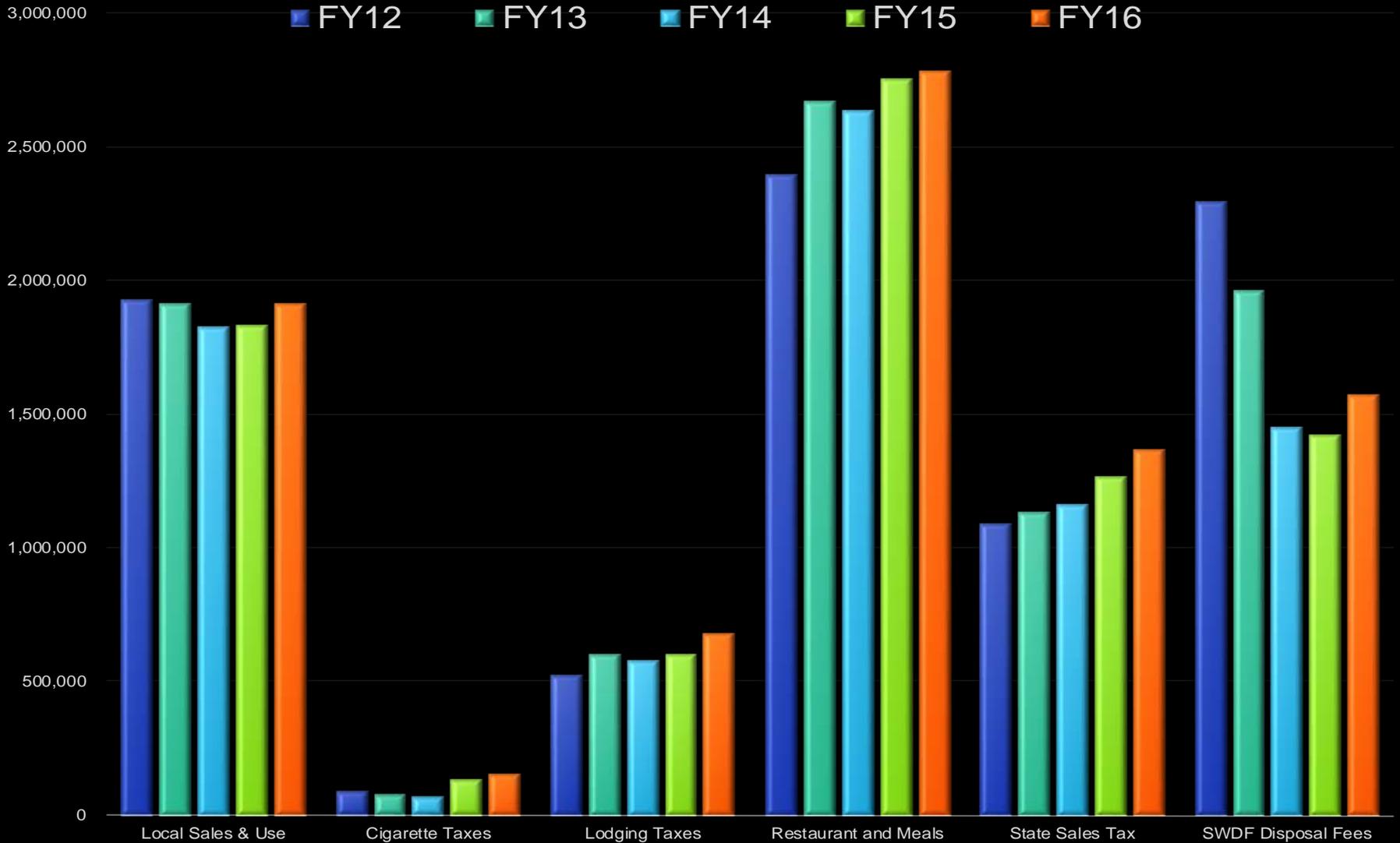
Financial Summary-Revenues

	Operating Budget FY15-16	Operating Actual 12/31/15	% Collected
General Property Taxes	16,213,990	9,487,384	59%
Revenue from Local Sources	16,026,122	6,546,556	41%
Revenue from Solid Waste	5,408,990	2,288,259	42%
Revenue from Commonwealth	14,854,405	6,294,497	42%
Revenue from Federal Gov't	3,658,846	1,168,204	32%
Other Financing Sources	100,000	13,594	14%
Total Revenue	56,262,353	25,798,494	46%

City of Bristol, Virginia Operating Revenue Summary as of 12/31/15



City of Bristol, Virginia Revenue Comparison FY12, FY13, FY14, FY15 & FY16 Thru the month of December

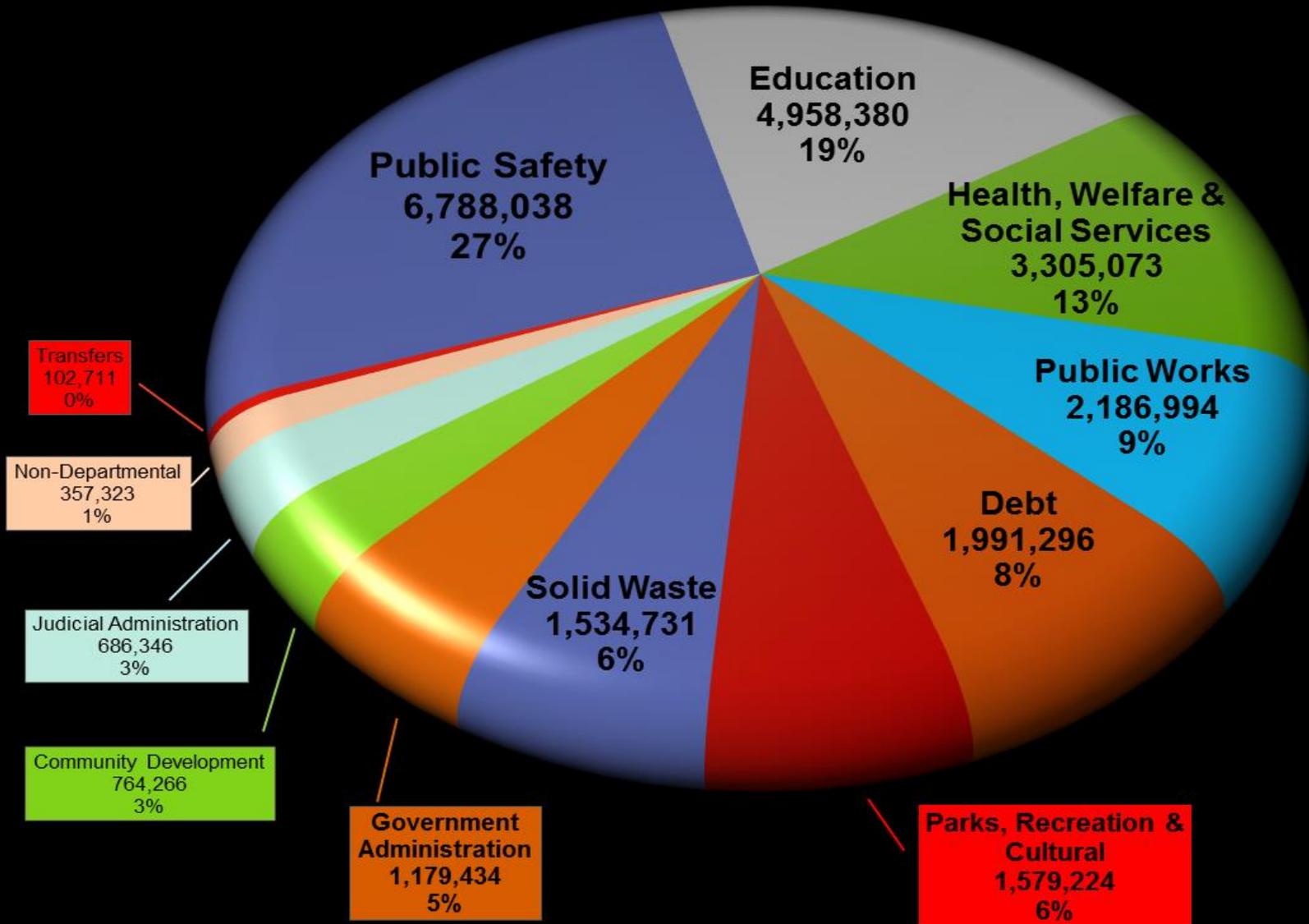




Financial Summary-Expenses

	Operating Budget FY15-16	Operating Actual 12/31/15	% Spent
Government Administration	2,602,492	1,179,434	45%
Judicial Administration	1,496,116	686,346	46%
Public Safety	14,043,614	6,788,038	48%
Public Works	5,090,975	2,186,994	43%
Solid Waste	3,686,550	1,534,731	42%
Health, Welfare & Social Svcs	7,210,731	3,305,073	46%
Education	9,671,236	4,958,380	51%
Parks, Recreation & Cultural	3,389,806	1,579,224	47%
Community Development	1,725,400	764,266	44%
Non-Departmental	1,299,655	357,323	27%
Debt	5,303,788	1,991,296	38%
Transfers	741,990	102,711	14%
Total Expenses	56,262,353	25,433,816	45%

City of Bristol Virginia Operating Expense Summary as of 12/31/15





Tax Anticipation Note (TAN) Comparison FY14 vs F15

TAN thru
12/31/14 \$ **4,450,000**

TAN thru
12/31/15 \$ **2,350,000**



City of Bristol, Virginia Financial Report 12/31/15



THE REGULAR MEETING OF THE BRISTOL, VIRGINIA, CITY COUNCIL WAS HELD ON FEBRUARY 9, 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

There were no matters to be presented by members of the public.

B. Mayor's Minute and Council Comments

Council Member Steele commented on the work performed by the public works department during the inclement weather.

C. Mayor Hubbard read the following 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.

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

City Attorney, Pete Curcio, explained that the Transition Agreement was entered into before BVU became an authority. He added that the vision was to re-sign the agreement after the BVU authority was created.

Mr. Michael Pollard inquired about the changes being made to the Transition Agreement. City Attorney, Pete Curcio, advised that there were no changes being made to the agreement.

Mayor Hubbard entertained a motion to ratify the November 2, 2009 Transition Agreement between the City of Bristol and BVU.

Council Member Odum made the motion to approve ratifying the November 2, 2009 Transition Agreement between the City of Bristol and BVU and direct the Mayor and

City Manager to execute the agreement. Motion was seconded by Council Member Brillhart and carried by the following votes:

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

2. Consider Contract for Appraisal Services

City Manager, Ms. Tabitha Crowder, advised that the City was required to perform a general reassessment of all real property located within the City every four (4) years. She added that the work must begin in 2016. She explained that the Wampler-Eanes firm was selected through the Mount Rogers Planning District Commission procurement process. Ms. Crowder stated that there was thirty thousand dollars (\$30,000) in this year’s budget to apply toward the total cost of one hundred forty-six thousand, two hundred eleven dollars (\$146,211), which was based on a per parcel price. The remaining amount would be put into next year’s budget. She added that the cost was approximately ten thousand dollars (\$10,000) more than the cost in 2012.

Commissioner of Revenue, Mr. Terry Frye, recommended using Wampler-Eanes appraisal services.

Mr. Michael Pollard inquired about the experience of Wampler-Eanes as it related to the requirements of the contract. Ms. Tabitha Crowder advised that the company had experience with assessments in the region. Mr. Terry Frye explained that appraisals were, to a large degree, a form of mathematics; adding that Wampler-Eanes was familiar with properties in the region and was capable of doing the job. Mr. Pollard also asked about penalty clauses and the appeal process. Mr. Frye explained the appeal process.

Mayor Hubbard entertained a motion to authorize the City Manager to enter into a contract for appraisal services.

Council Member Brillhart made the motion to authorize the City Manager to enter into a contract with Wampler-Eanes Appraisal Group on behalf of the City.

Council Member Odum asked if there were complaints about the previously used appraisal company. Mr. Frye explained that there were more than the average number of appeals and adjustments after the previous assessment.

City Attorney, Mr. Pete Curcio, stated there were half a dozen law suits filed after the previous assessment.

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 3.1 through 3.5 as presented.

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	200.00
Revenue	3-001-19010-0009	Recovered Costs	200.00
Appropriate donations received by the Police Department.			
Expense	4-001-31010-6014	Operating Supplies	1,300.00
Revenue	3-001-18020-0001	Donations	1,300.00
Appropriate additional DMV Grant funds received by the Police Department.			
Expense	4-001-31020-5868	Selective Enforcement Grant	15,493.00
Revenue	3-001-33020-0038	Selective Enforcement Grant	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	1,050.00
Revenue	3-001-18020-0001	Donations	1,050.00

Appropriate funds received as restitution by the Fire Department.			
Expense	4-001-32010-6002	Food/Food Svc Sup	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 Svc	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 Eq.	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	4-001-81010-2210	VRS	3,311.00
Expense	4-001-81010-2310	Hospitalization Ins.	3,320.00
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

Council Member Steele made the motion to approve Consent Agenda Items 3.1 through 3.5 as presented. Motion was seconded by Vice Mayor Hartley and carried by the following votes:

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

4. Executive Session

Mayor Hubbard entertained a motion to enter into Executive Session pursuant to §2.2-3711.A1, Code of Virginia, 1950, as amended for the 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).

Vice Mayor Hartley made the motion to enter into Executive Session pursuant to §2.2-3711.A1, Code of Virginia, 1950, as amended for the 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). Motion was seconded by Council Member Brillhart 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

E. Adjournment

There being no further business, the meeting was adjourned.

City Clerk

Mayor

BRISTOL, VIRGINIA CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: March 8, 2016

Department: Development and Planning

Bulk Item: Yes No X

Staff Contact: Jay Detrick

AGENDA ITEM WORDING:

Consideration of street closures for a 5K run to be sponsored by Bristol Virginia Public Schools on May 7, 2016.

ITEM BACKGROUND:

Bristol Virginia Public Schools (BVPS) is requesting permission to close city streets to hold a 5K race. The route would begin at the Virginia High School track and would involve the following streets: Long Crescent, Virginia Drive, West Valley Drive, Piedmont Avenue, Glenway Avenue, Sutherland Street, Washington and Lee Drive, Cherry Street and Jefferson Street. A map of the proposed route is attached. A partial or full closure of these streets would be required during the race. Bristol Virginia Public Schools has requested that the race begin at 10 AM on Saturday May 7, 2016.

Ms. Sara Debusk is the Literacy Coach for BVPS and has made the request. There is a summer reading program sponsored by BVPS called Books for Bearcats. They send books home with every child in the program over the summer to give them a literacy rich environment at home. This year they are expanding to include more students in the system and would like to sponsor this 5K to help raise funds.

The event would begin at 10 AM and is expected to last approximately one hour. The street closures would be timed to correspond with where the runners are on the course so all of the streets would not necessarily have to be closed for the entire race.

PREVIOUS RELEVANT ACTION:

None

Staff Recommendations:

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: March 8, 2016

Department: City Manager

Bulk Item: Yes No

Staff Contact: Tabitha Crowder

AGENDA ITEM WORDING:

Consider Appointments:

VERITAS Adult Drug Treatment Court Advisory Board – Ms. Catherine Brillhart.

ITEM BACKGROUND:

n/a

PREVIOUS RELEVANT ACTION:

n/a

Staff Recommendations: None.

DOCUMENTATION: Included Not Required

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