



**TOWN OF BLUEFIELD
TOWN COUNCIL MEETING
July 25, 2017
AGENDA**

- 6:00 p.m. **Work Session:** Water System Capital Improvement Project Discussion
Resolutions
- 7:30 p.m. **Call to Order**
- 7:31 p.m. **Invocation and Pledge of Allegiance**
- Pastor Bill Lykins, Memorial Baptist Church
- 7:33 p.m. **Approval of Agenda**
- 7:34 p.m. **Consent Agenda**
- [July 11, 2017 Council Meeting Minutes](#)
- 7:35 p.m. **Citizen Requests & Special Presentations**
- 7:36 p.m. **Committee Reports**
- 7:37 p.m. **Unfinished Business & Reports**
- Resolution Discussion, **POSSIBLE VOTE** – Mike Watson
- 7:47 p.m. **New Business and Reports**
- [Nuisance Violation Appeal](#), **VOTE** – Kris Williams
 - [Town Clerk Reappointment](#), **VOTE** – Mike Watson
- 7:54 p.m. **Citizen Comments**
- 8:04 p.m. **Town Manager's Report**
- Water Plant Intake Protection
 - Town Council Meeting Video Update
 - Employee Night at the Ballpark – Saturday, July 29th @ 7 pm at Bowen Field

- Field Fest – Thursday, August 10th @ 6 pm in downtown Bluefield, VA
- American Red Cross Blood Drive – Tuesday, August 29th @ 1 – 6 pm in Town Council Chamber
- Tour du Parc – September 27th @ 9 am at Graham Rec. Park
- [VML Conference 2017 – October 1st – 3rd in Williamsburg, VA](#)

8:14 p.m. **Council Comments**

8:26 p.m. **Attorney Report**

- [Facility Use Agreement](#), 2nd Reading, **VOTE** (To Read by Title Only)
VOTE (To Adopt)
- [Town Managers Contract and Ordinance](#), 2nd Reading, **VOTE** (To Read by Title Only)
VOTE (To Adopt)
- [Proposed Comcast Cable Franchise Agreement](#), **DISCUSSION**
POSSIBLE VOTE (To Go to Bid)

8:36 p.m. **Adjourn**



TOWN OF BLUEFIELD

E-Mail: williams@bluefieldva.org

Town Web Site – www.bluefieldva.org

Office of Building, Zoning, and Property Maintenance

July 21, 2017

Re: Rubbish and Debris – 99 Glenn Court

Dear Mike Watson,

I have received an appeal regarding a nuisance violation for 99 Glenn Court. In the packet you will find pictures of the violation. Section 22-54 of the Town Code states any owner may appeal the decision to the Town Council, whose decision is final.

Thank You,

Kris Williams
Property Maintenance Official

Kris Williams

From: Blake Belcher [REDACTED]
Sent: Friday, July 21, 2017 1:35 PM
To: [REDACTED]
Cc: Nancy Kornegay
Subject: Gateway, LLC - Notice of Code Section Violation

Gentlemen,

As you know, our office represents Mr. Raj Chopra in a number matters. Due to the retirement of Mr. Cameron, who you are probably used to dealing with, I have taken over handling Mr. Chopra's matters.

Mr. Chopra received a notice concerning the property at 99 Glenn Court. To paraphrase the alleged violation, the town has alleged that Mr. Chopra (or his company) has permitted trash to gather and remain around the residence.

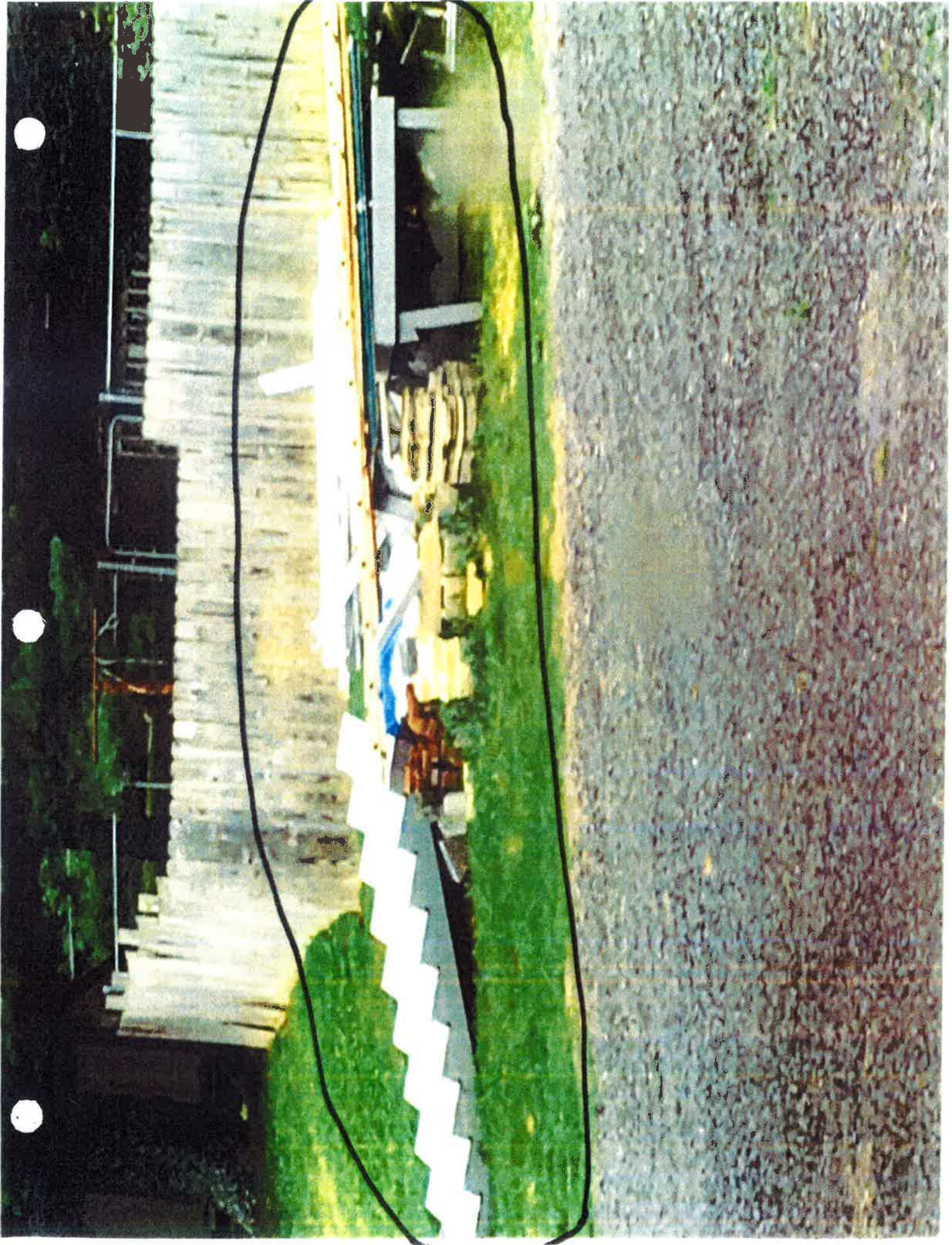
Please be advised that we do hereby exercise our right to appeal the selective enforcement and alleged violation referenced above.

If you wish to discuss this matter in an effort to reach a resolution without having to proceed through a full appeal, which my client is prepared to do, please contact me at your convenience.

W. Blake Belcher
Associate Attorney
Brewster, Morhous, Cameron, Caruth
Moore, Kersey & Stafford, PLLC
Post Office Box 529
418 Bland Street
Bluefield, West Virginia 24701
email: [REDACTED]
(304) 324-0396
(304) 327-9178 Fax

Confidentiality Note:

This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.













MEMO

To: Council
From: Mike
Subject: Town Clerk Reappointment
Date: July 21, 2017



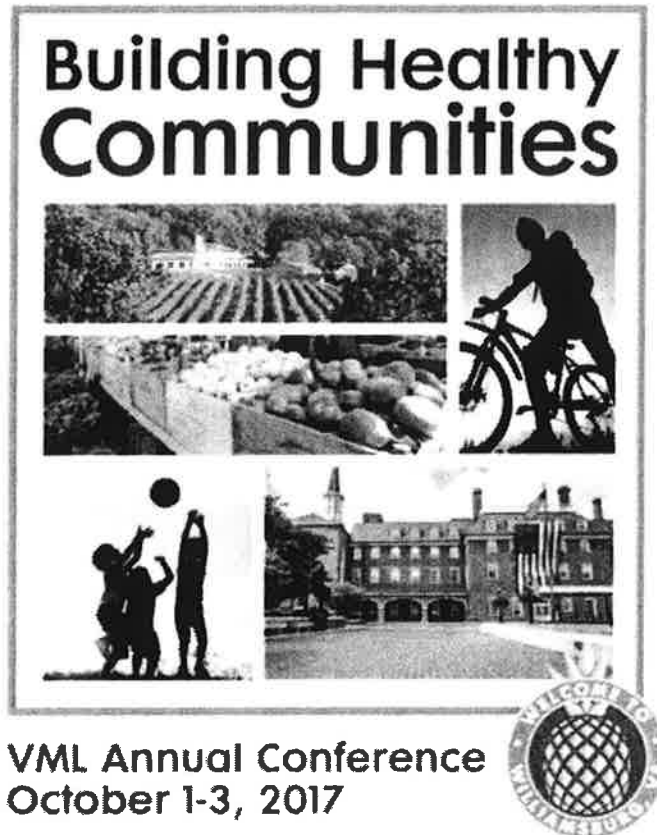
Council,

Lesley Catron has been serving as Bluefield, Virginia Town Clerk since July 1, 2009. It is my recommendation to reappoint Mrs. Catron as Town Clerk for a two – year term as stated in the Town Charter, with the term beginning July 1, 2017 – and ending July 1, 2019.

Thank you!

Mike

2017 Annual Conference – Williamsburg



You may also call the Williamsburg Lodge toll-free at 800-261-9530 to make room reservations. **Use Block Code: VM2**

The hotel cut off date is August 29, 2017. All reservations must be submitted by that date. VML cannot guarantee hotel accommodations after that date.

About the VML Annual Conference

Sunday, October 1st (10 am – 10 pm)

- Opening Session with Keynote Speaker
- Exhibit Hall opens with the latest in products and services for local governments
- Mobile workshop to learn more about the local community
- Host City Night Activities

Monday, October 2nd (7:45 am – 10:30 pm)

- General Sessions featuring political leaders, speakers, and local government experts
- Business Meeting and the election of officers for the upcoming year
- The opportunity for networking with colleagues from across the state
- Workshop sessions on a variety of local government issues
- Banquet Reception & Annual Banquet

Tuesday, October 3rd (8 am – 11:30 am)

- Closing Session with speaker
- Recognition of VEOLA Graduates
- Presentation of Go Green Certificates
- Heal Campaign Awards
- Stairway to Success Awards

Conference Registration

Registration opens July 1, 2017. A conference registration packet will be mailed to local elected officials and clerks. The packets, which include all necessary registration information, also will be published in the July issue of Virginia Town & City. Information on speakers, workshops and activities at the conference is included in Virginia Town & City, eNews and through individual mailings.

Check back for more information about registration fees for members and non-members.

VIRGINIA: AT A REGULAR MEETING OF THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA HELD AT THE COUNCIL CHAMBERS OF THE TOWN HALL IN BLUEFIELD, VIRGINIA ON THE 25TH DAY OF JULY, 2017.

**AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION
OF A CERTAIN MEMORANDUM OF UNDERSTANDING & USE
AGREEMENT DATED JUNE 12, 2017, THAT IS BETWEEN THE
COMMONWEALTH OF VIRGINIA AND THE TOWN OF BLUEFIELD**

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that the Memorandum of Understanding & Use Agreement dated June 12, 2017, between the Commonwealth of Virginia and the Town of Bluefield, attached to this ordinance, is hereby accepted and shall be executed on behalf of the Town of Bluefield, a Virginia Municipal Corporation, by its Town Manager.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that this ordinance is hereby adopted on this 25th day of July, 2017.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that this ordinance shall be effective on the 25th day of July, 2017.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that Donald R. Harris, the Mayor of the Town of Bluefield, Virginia, shall execute this ordinance on behalf of the said Council.

IT IS SO ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA on this 25th day of July, 2017.

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PUBLIC HEARING: NONE
FIRST READING: July 11, 2017
SECOND READING: July 25, 2017
ADOPTION DATE: July 25, 2017
EFFECTIVE DATE: July 25, 2017
RECORDED VOTE: _____
MEMBERS PRESENT: _____
MEMBERS ABSENT: _____
RESULT OF VOTE: AYES NAYES ABSTENTIONS

COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA

BY: _____
DONALD R. HARRIS, MAYOR DATE
TOWN OF BLUEFIELD, A VIRGINIA MUNICIPAL CORPORATION

ATTEST:

LESLEY CATRON, TOWN CLERK DATE
TOWN OF BLUEFIELD, A VIRGINIA MUNICIPAL CORPORATION

MEMORANDUM OF UNDERSTANDING

&

USE AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING & USE AGREEMENT, hereinafter referred to as "this Agreement", is made and entered into on the 12th day of June, 2017, by and between the TOWN OF BLUEFIELD, a Virginia Municipal Corporation, hereinafter referred to as "Town", and the COMMONWEALTH OF VIRGINIA, acting by and through the Virginia Department of Corrections, hereinafter referred to as "Commonwealth", who are the two (2) parties to this Agreement.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the terms, conditions, and provisions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Town and Commonwealth agree to the following:

1. Town hereby allows and permits Commonwealth to use one (1) office space and one (1) parking space at its Town Hall, located at 112 Huffard Drive in Bluefield, Virginia, for purposes of allowing and permitting Deirdre J. Hasty-Martin, hereinafter referred to as "Hasty-Martin", an employee of the Virginia Department of Corrections, to have a more central location to work within the Southwest Virginia area. This location will allow Hasty-Martin to more easily assist, access, and advocate for victims of crimes in the Southwest Virginia area. No compensation shall be paid to Town by Commonwealth for the use of such Town premises.
2. The term of this Agreement shall be on a month to month basis, and in no event shall such term exceed a total period of two (2) years. This Agreement shall be deemed effective as of the date first above written, and is subject to renewal.
3. This Agreement may be terminated at any time by either Town or Commonwealth so long as thirty (30) days prior written notice is provided. Such written notice shall be provided by mail to: the Director of Victim Services with the Virginia Department of Corrections for purposes of notifying Commonwealth and the Town Manager of Town for purposes of notifying Town. The official business addresses of Commonwealth and Town shall be acceptable mailing addresses for purposes of providing such notice.

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4. If either party hereto receives a request pursuant to Code of Virginia §2.2-3700 et seq. ("FOIA"), and it is determined that the other party is the custodian of the record requested, the party receiving the request will notify the requestor of the identity of the custodian pursuant to §2.2-3704(B)(3) of FOIA.
5. Commonwealth shall provide and maintain all insurance policies relevant to the employment of Hasty-Martin during the entire term of this Agreement. Such policies shall include, but not be limited to, general liability insurance, unemployment insurance, and worker's compensation insurance.
6. The terms, conditions, and provisions of this Agreement shall be interpreted in accordance with federal and Virginia law. Furthermore, this Agreement may be amended by a subsequent writing executed by the parties hereto.

Town, by ordinance of the Council of the Town of Bluefield, Virginia, adopted on the _____ day of _____, 2017, accepts this Agreement and authorizes its execution by its Town Manager on behalf of Town.

Commonwealth, by joining in this Agreement through signature of its authorized representative, accepts this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement, or authorized agents on their behalf, have caused this Agreement to be executed in their name as of the day, month, and year first above written.

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WITNESS the following signatures and seals.

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF CORRECTIONS

BY: [Signature] (SEAL)
HAROLD CLARKE
DIRECTOR
VIRGINIA DEPARTMENT OF CORRECTIONS

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Richmond to wit:

The foregoing instrument was acknowledged before me this 21st day of June, 2017, by Harold Clarke, the Director of the Virginia Department of Corrections, who has been authorized to execute the same.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/30/2021
REGISTRATION NUMBER: 175-732

Affix Stamp for Notary ID and Commission Expiration Date:



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(ADDITIONAL SIGNATURES SHOWN ON THE FOLLOWING PAGES)

**TOWN OF BLUEFIELD
A VIRGINIA MUNICIPAL CORPORATION**

BY: _____ (SEAL)
MICHAEL WATSON

ITS: TOWN MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Michael Watson, the Town Manager of the Town of Bluefield, a Virginia Municipal Corporation, on this _____ day of _____, 2017.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
REGISTRATION NUMBER: _____

ATTEST:

LESLEY CATRON, TOWN CLERK

COMMONWEALTH OF VIRGINIA
COUNTY OF TAZEWELL, to wit:

The foregoing instrument was acknowledged before me by Lesley Catron, the Town Clerk of the Town of Bluefield, a Virginia Municipal Corporation, on this _____ day of _____, 2017.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
REGISTRATION NUMBER: _____

VIRGINIA: AT A REGULAR MEETING OF THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA HELD AT THE COUNCIL CHAMBERS OF THE TOWN HALL IN BLUEFIELD, VIRGINIA ON THE 25TH DAY OF JULY, 2017.

**AN ORDINANCE ACCEPTING AN AGREEMENT FOR THE
CONTINUED EMPLOYMENT OF THE TOWN MANAGER
OF THE TOWN OF BLUEFIELD, VIRGINIA**

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that the Council of the Town of Bluefield, Virginia, on this 25th day of July, 2017, accepts the agreement attached hereto dated the 25th day of July, 2017, on behalf of the Town of Bluefield, a Virginia Municipal Corporation, which outlines the contractual terms and conditions for the continued employment of Michael A. Watson, the Town Manager for the Town of Bluefield, a Virginia Municipal Corporation.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that Donald R. Harris, the Mayor of the Town of Bluefield, Virginia, shall execute the aforesaid agreement on behalf of the Town of Bluefield, a Virginia Municipal Corporation, and on behalf of the Council of the Town of Bluefield, Virginia.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that this ordinance is hereby adopted on this 25th day of July, 2017.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that this ordinance shall become effective the 25th day of July, 2017.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that Donald R. Harris, the Mayor of the Town of Bluefield, Virginia, shall execute this ordinance on behalf of the said Council.

IT IS SO ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA on this 25th day of July, 2017.

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PUBLIC HEARING:	NONE		
FIRST READING:	July 11, 2017		
SECOND READING:	July 25, 2017		
ADOPTION DATE:	July 25, 2017		
EFFECTIVE DATE:	July 25, 2017		
RECORDED VOTE:	_____		
MEMBERS PRESENT:	_____		
MEMBERS ABSENT:	_____		
RESULT OF VOTE:	_____	_____	_____
	AYES	NAYES	ABSTENTIONS

COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA

BY: _____
DONALD R. HARRIS, MAYOR
TOWN OF BLUEFIELD, A VIRGINIA MUNICIPAL CORPORATION

_____ DATE

ATTEST:

LESLEY CATRON, TOWN CLERK
TOWN OF BLUEFIELD, A VIRGINIA MUNICIPAL CORPORATION

_____ DATE



TOWN OF BLUEFIELD

THIS AGREEMENT, hereinafter "this agreement", is made and entered into on this 25th day of July, in the year 2017, by and between MICHAEL A. WATSON, hereinafter "Employee", the TOWN OF BLUEFIELD, a Virginia Municipal Corporation, hereinafter "Town", and the COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA, hereinafter "Town Council", who are the three (3) parties to this agreement.

WHEREAS, Town Council desires to continue to employ Employee as Town Manager of Town, and Employee desires to continue to serve as Town Manager of Town.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the covenants, terms, provisions, and conditions contained herein this agreement, the parties hereto agree as follows:

1. Town Council shall continue to employ Employee as Town Manager of Town, and requires Employee to a) perform the functions and duties as set forth in Sec. 11 and Sec. 12 of the Charter of Town; b) perform all the duties of the Town Manager as forth in the Code of Ordinances, Town of Bluefield, Virginia; c) administer the day to day operations of Town; and d) perform such other duties and functions as Town Council may from time to time assign.
2. The term of employment for Employee under this agreement shall be for a period of three (3) years from the date this agreement is accepted by ordinance of Town Council. Nothing in this agreement shall limit the right of Town Council to terminate the employment of Employee with Town, at any time, subject to the provisions of this agreement. Nothing in this agreement shall limit the right of Employee to resign from employment with Town, at any time, subject to the provisions of this agreement.
3. Employee shall serve at the will and pleasure of Town Council, and may be dismissed at any time pursuant to the provisions of Sec. 11 of the Charter of Town. In the event Employee's employment with Town is terminated by Town Council before the expiration of the term described in this agreement, then Town shall pay Employee his then existing salary and maintain his existing medical insurance policy for a period of four (4) months beginning the date Employee's employment is terminated by Town

Council. If during that four (4) month period, Employee obtains other employment, then the net amount of compensation from such other employment shall be deducted from the net amount payable to Employee under this paragraph. Furthermore, in the event Employee is entitled to medical insurance from any other employment at the same cost as the cost of medical insurance provided by Town or at no cost to himself as compared to the medical insurance provided by Town during the said four (4) month period, then the requirement for medical insurance coverage by Town, as provided in this paragraph, shall terminate.

4. If Employee, at any time, is convicted of any felony or crime of moral turpitude, then Employee's employment with Town shall immediately be terminated by Town Council and Employee shall not be entitled to the benefits described in paragraph #3 of this agreement.
5. Employee shall be entitled to any and all benefits on termination of employment to which he may be otherwise be entitled under the personnel policy of Town that exists at the time of Employee's employment termination date. In the event Employee chooses to voluntarily resign from his employment as Town Manager of Town, then Employee shall give Town and Town Council at least sixty (60) days advanced written notice of said resignation. In the event Employee voluntarily resigns from his employment as Town Manager of Town, he shall not receive the benefits described in paragraph #3 of this agreement, and shall only retain the benefits he may otherwise be entitled to under the personnel policy of Town existing at the time of the said resignation.
6. In the event Employee is unable to perform his duties as Town Manager due to sickness, injury, mental incapacity, or ill health (collectively "incapacity or inability"), as certified by a duly licensed physician or psychiatrist, and such incapacity or inability continues for a period of at least sixty (60) days, then Town Council may terminate Employee's employment and this agreement, subject to the right of Employee to only retain the benefits he may otherwise be entitled to under the personnel policy of Town existing at the time of the said termination.
7. Town shall pay Employee, for his services rendered as Town Manager, an annual salary in the amount of \$84,406.40. This amount is subject to increase from time to time as deemed appropriate by Town Council, and is subject to increase as part of any annual budget adopted by Town Council.
8. In addition to any retirement benefit Employee may receive under Town policy, and so long as Employee remains employed by Town, Town shall match any payment made by Employee, up to five percent (5%) of Employee's gross salary, to any qualified retirement program established by Employee and on file with Town.
9. Town Council may from time to time review and evaluate the performance of Employee under criteria established by Town Council. Town Council shall provide Employee with a written summary of any evaluation concerning Employee's

performance, and shall afford Employee an opportunity to respond to such in writing. Town Council and Employee shall, at least annually, define such goals and objectives which they determine are necessary for the proper operation of Town.

10. Employee shall receive all benefits afforded under the personnel policy of Town, including reasonable compensation time, in the event Employee devotes time to the business of Town outside the normal business hours of Town. For purposes of this agreement, normal business hours shall be Monday - Friday, 8:00 a.m. – 5:00 p.m.
11. Employee shall be entitled to the benefit of all the provisions of the Code of Ordinances, Town of Bluefield, Virginia, Charter of Town, rules and policies of Town relating to medical insurance, retirement, pension system contribution, and all other fringe benefits that now exist for the benefit of the employees of Town or as may be added thereto subsequent to the date of this agreement.
12. This agreement represents the entire agreement between the parties to this agreement. If any provision of this agreement is held to invalid by any court of competent jurisdiction, then that provision shall be severable, and the remainder of this agreement shall not be affected thereby and shall remain in full force and effect.
13. This agreement shall be interrupted in accordance with federal and Virginia law.

The parties to this agreement agree to be bound by all the terms, provisions, conditions, and covenants contained herein in this agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
(SIGNATURES SHOWN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto, or authorized agents on their behalf, have caused this agreement to be executed in their name as of the date first above written.

WITNESS the following signatures and seals.

SIGNATURE: _____ (SEAL) _____
EMPLOYEE DATE

PRINTED NAME: MICHAEL A. WATSON
EMPLOYEE

TOWN OF BLUEFIELD
A VIRGINIA MUNICIPAL CORPORATION

BY: _____ (SEAL) _____
DONALD R. HARRIS DATE

ITS: MAYOR

COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA

BY: _____ (SEAL) DATE: _____
DONALD R. HARRIS, MAYOR
TOWN OF BLUEFIELD, A VIRGINIA MUNICIPAL CORPORATION

ATTEST: _____ DATE: _____
LESLEY CATRON, TOWN CLERK
TOWN OF BLUEFIELD, A VIRGINIA MUNICIPAL CORPORATION