

**Town of Bluefield
Town Council
Minutes
July 11, 2017**

The Bluefield, Virginia Town Council held a regularly scheduled Town Council Meeting on Tuesday, July 11, 2017 at 7:30 p.m. in the Council Chambers of the Town Hall located at 112 Huffard Drive, Bluefield, Virginia.

PRESENT

Lee Riffe, Vice-Mayor
Jimmy Jones, Councilmember
Ron Holt, Councilmember
Chuck Presley, Councilmember
Steve Danko, Councilmember

ALSO PRESENT

Mike Watson, Town Manager
Matt Freedman, Town Attorney
Shane Gunter, Police Chief
Lesley Catron, Town Clerk
Kim Hernandez, Executive Assistant
Billie Roberts, Comm. Dev. Coordinator
Kris Williams, Zoning Administrator
6 Members of Public

ABSENT

Don Harris, Mayor

CALL TO ORDER

Vice-Mayor Riffe called the meeting to order at 7:30 p.m.

INVOCATION AND PLEDGE

Steve Branch, Destiny Outreach Ministries led the Invocation. Vice-Mayor Riffe led the Pledge of Allegiance.

APPROVAL OF AGENDA

Councilmember Holt made a motion to approve the agenda. Councilmember Presley seconded the motion. The motion passed unanimously by voice vote.

CONSENT AGENDA

Councilmember Jones made a motion to approve the June 27, 2017 Council Meeting Minutes. Councilmember Holt seconded the motion. The motion passed unanimously by voice vote.

Councilmember Danko made a motion to approve the June 2017 Monthly Budget Report. Councilmember Jones seconded the motion. The motion passed unanimously by voice vote.

CITIZEN REQUESTS & SPECIAL PRESENTATIONS

None.

COMMITTEE REPORTS

None.

UNFINISHED BUSINESS & REPORTS

None.

NEW BUSINESS & REPORTS

Nuisance Violation Appeal, VOTE – Kris Williams

Mr. Williams stated that he had received an appeal regarding a nuisance violation for 323 Tazewell Avenue. He stated that he had received complaints from neighbors regarding wood in the yard and that a picture was attached in council's packet. He stated that since she had appealed, that it was up to Council to decide whether or not it was a nuisance.

Mr. Holt asked if he had talked to her.

Mr. Williams stated that he had tried to call her and her kids but could not get anyone to answer.

Mr. Riffe asked if the tree was cut down by her.

Mr. Williams stated yes and had been laying there for a while.

Mr. Presley asked if there were multiple attempts to contact her.

Mr. Williams stated yes.

Mr. Watson stated that they could see the wood in the picture attached and that Mr. Williams had followed all procedures and Council would need to vote whether or not to deny the appeal.

Mr. Danko made a motion to deny the appeal. Mr. Holt seconded the motion. The motion passed unanimously by voice vote.

TOWN MANAGER'S REPORT

Bluefield Baseball Club Request

Mr. Watson stated that he had received a request from the Bluefield Baseball Club to waive the building permit and other fees associated with renovations currently being done at Bowen Field. He stated that the cost was \$2,096.10. He stated that it was well needed major renovations due to a donation they had received. He stated that it would be his recommendation to waive the fees. He stated that the City of Bluefield owned the Stadium but did not run it.

Mr. Jones made a motion to approve waving the \$2,096.10 fees. Mr. Holt seconded the motion. The motion passed unanimously by voice vote.

Employee Night at the Ballpark

Mr. Watson stated that Employee Night would be held on July 29th at 7 p.m. He stated that a notification had been sent out to all employees and would allow employees and family members free admission and concessions.

Field Fest

Mr. Watson stated that Field Fest was on Thursday, July 13th and encouraged everyone to attend.

CITIZEN COMMENTS

Jim Justice, 15 Fairlane Drive stated that he had spoken to a few of the councilmember's and law enforcement. He stated that he had been visiting in Florida and had noticed blue lights on porches stay on during the day so he asked and was told it was a way to support local police and if they were in distress or had any issues that they knew they had a safe place to go. He stated that he would like to see this happen in our community but did not know if the funds were there. He stated that he had talked to Bo at Lowes who was very complimentary of our Police Department and told him that he would be willing to put \$500 towards it. He stated that the Town could put something out in the newsletter concerning it. He stated that Bo told him that he could work with the Town on getting a discount on the bulbs. He told Council that he was happy to help and would head it up if needed.

Mr. Jones asked how it was done.

Mr. Justice stated that they put the light bulb on their porch and would leave the light on. He stated that it was a 3 watt bulb and it would be nice to have everyone with a blue light. He stated that it would also help light up the entryway as well. He stated that he and his wife drove around the City of Bluefield and the Town after church the other

night and he saw more blue lights in WV. He thanked Council for all they did for the Town.

Mr. Jones asked staff to put something in the newsletter about it.

Mr. Watson stated that they needed to talk more about it first.

George Leedy, 102 Mountain Lane stated that it was a good idea for safe zones but they may not want to allow them everywhere because some places were not safe to go. He stated that he had not see the last video on the website and stated that the audio was still bad. He reminded Council that they needed to use their mics and that it needed to be done professionally. He encouraged them to look at Christiansburg or Blacksburg because theirs was archived for 1 year.

David Wohlford, Fairway Street asked that the handicap parking being enforced for those parking in the spaces without a permit. He stated that fire lanes needed to be enforced as well because parents were leaving their children in the cars with the engines running. He stated that the Police Department needed to start issuing warnings and make an effort to look at and enforce it.

COUNCIL COMMENTS

Mr. Presley asked when the raises went into effect.

Mr. Watson stated the upcoming paycheck.

Mr. Presley asked how the first recording went.

Mr. Watson stated that they were test running it right now to make sure the software used would be ok. He stated that he was running it with 2 different software programs tonight so he could see the difference. He stated that he would like to work on it first before putting it out there.

Mr. Presley stated that a few members of council needed to attend the School Board Meetings to talk about the closing of the schools. He asked how they could get term limits.

Mr. Watson stated that it would have to go thru State Legislation.

Mr. Presley asked if it was voted to give the Mayor an extra \$100 for expenses.

Mr. Watson stated after going back and reviewing the minutes and listening to the recordings, it was and the only way it could be revoked was if council voted on it.

Mr. Presley stated that he did not want to see it revoked but would like to see the paperwork. He stated that he would like to see it made permanent.

Mr. Watson stated that in order to do term limits council would have to vote to send it to legislation and it would not become effective until July 2018.

Mr. Holt thanked Mr. Leedy for his patience until they could get all the bugs worked out on the recordings. He asked Mr. Wohlford to contact the Police Department and report violations if he saw them.

Mr. Wohlford stated that he called every day.

Mr. Holt stated that the Chief would not mind to send an officer out.

Mr. Jones stated that the new Band Director hired was Chuck Yost who was 57 years old. He stated that initially he was going to commute but was now planning to move. He stated that there would be a carry in covered dish dinner for him on Thursday at 6 p.m. at the Rec Park to welcome him. He stated that Mike Brown had agreed to come back for band camp.

Mr. Danko stated that he had been on council for 8 years and was still waiting on something to happen with Leatherwood.

Mr. Riffe stated that he had been here for 6 years and thought it would take off with the limited break access. He stated that the Mayor asked him to extend his thanks to Donnie Linkous for his comments at the last council meeting concerning how to approach the chairman. He stated that the blue lights was a national thing and that he saw them on his chip route daily. He stated that they would discuss it to see if they could get more involvement. He stated that he agreed with Mr. Holt concerning the fire lanes and asked that anyone call the Police Department if they seen a violation.

Chief Gunter stated that the majority of their handicap violations were from those who forget to hang their permit. He stated that they showed up at the Police Department about 10 minutes later showing it and that was 90% of the tickets written.

Mr. Watson stated that the Police Department did an excellent job. He stated that the majority of the tickets written last year were for handicap and fire lane violations. He stated that if it was an unattended vehicle then they issued a ticket and if they were in their car, they were asked to move. He stated that the Town tried to be as good as they could to the citizens.

Mr. Riffe asked about the cleaner's downtown being cleaned out.

Mr. Watson stated that it had been sold and they were cleaning it up. He stated that he would let council know when he found out what the name was going to be.

Mr. Riffe commended the IDA on their facebook advertisement for Field Fest.

Mr. Presley asked about the Resolutions for Dr. Kovach and Otis Mitchell.

Mr. Watson stated that he had sent an email out and they would talk about it at the 25th meeting. He stated that staff had talked to the family of Dr. Kovach before he passed away and they were not up to visit so it was delivered to him. He stated that they would talk about the other one at the next meeting.

Mr. Danko asked what the State Law was on Resolutions.

Mr. Watson stated that they limited them to a certain number but as far as for a Town, he did not think there was a number. He stated that Resolutions and Ordinances was the best way for a Town to show appreciation.

ATTORNEY REPORT

Facility Use Agreement – 1st Reading, VOTE

Mr. Freedman stated this was the 1st Reading for the Facility Use Agreement which was brought up due to the Department of Corrections Employee having an office in Town Hall. He stated that it was a lease/use agreement (signed copy attached at the end of the minutes).

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

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.

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(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

Vice-Mayor Riffe asked for a separate vote on each item.

Mr. Jones made a motion to approve the 1st Reading of the Facility Use Agreement. Mr. Holt seconded the motion. The motion passed unanimously by voice vote.

Mr. Presley made a motion to approve the 1st Reading of the Town Managers Contract and Ordinance. Mr. Jones seconded the motion. The motion passed unanimously by voice vote.

Draft Noise Ordinance Discussion

Mr. Freedman stated that this was a proposed draft and that he had spoken with Mr. Watson and Chief Gunter about it to see if it matched the needs.

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 _____ DAY OF _____, 2017.

AN ORDINANCE TO CREATE, BY CREATING ARTICLE IX (NOISE) OF CHAPTER 30 (OFFENSES) OF THE CODE OF ORDINANCES, TOWN OF BLUEFIELD, VIRGINIA

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that Article IX of Chapter 30 of the Code of Ordinances, Town of Bluefield, Virginia is hereby created to read as follows:

ARTICLE IX. NOISE

Sec. 30-256. Purpose.

The purpose of this article and the sections therein is to provide a means of reasonably regulating certain noise within the corporate limits of the Town of Bluefield in order to preserve the health, safety, and welfare of the citizens of the Town of Bluefield.

Sec. 30-257. Authority.

This article and the sections therein are adopted pursuant to the authority described in sections 15.2-980, 15.2-1102, 15.2-1429, and 15.2-1700 of the Code of Virginia (1950) as amended.

Sec. 30-258. Definitions.

The term "device", when used in this article, shall mean any object which is designed, intended, or in fact does produce any noise when operated or used.

The term "instrument", when used in this article, shall mean any musical instrument, radio, compact disc player, amplifier, television set, or other similar device which produces or reproduces noise of any type.

The term "moped", when used in this article, shall have the same meaning as defined in section 46.2-100 of the Code of Virginia (1950) as amended.

The term "motorcycle", when used in this article, shall have the same meaning as defined in section 46.2-100 of the Code of Virginia (1950) as amended.

The term "motor vehicle", when used in this article, shall have the same meaning as defined in section 46.2-100 of the Code of Virginia (1950) as amended.

The term “noise”, when used in the article, shall mean the intensity, frequency, duration, or character of sounds from single or multiple sources.

The term “person”, when used in this article, shall mean any individual, partnership, corporation, association, society, club, group of people acting in concert, entity, or organization. The term “person” shall not include any governmental entity, governmental agency, or governmental institution.

The term “plainly audible”, when used in this article, shall mean when noise can be heard by the human ear without the aid of any hearing aid or faculty.

The term “public property”, when used in this article, shall mean any property maintained by a governmental entity, governmental agency, or governmental institution within the corporate limits of the Town of Bluefield. Such term shall be deemed to include, but not be limited to, streets, highways, alleys, walkways, sidewalks, sitting areas, parks, transits, parking lots, buildings, structures, doorways, and monuments.

The term “public activity”, when used in this article, shall mean any activity on behalf of or sponsored by a governmental entity, governmental agency, or governmental institution within the corporate limits of the Town of Bluefield.

The terms “religious service”, “religious act”, or “religious event”, when used in this article, shall mean any service, action, activity, or event connected to any religion which is supported by a sincere belief of any person or persons.

The term “sound”, when used in this article, shall mean an oscillation in pressure, particle displacement, particle velocity, or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium, and which propagates at a finite speed. The description of sound may include any characteristic of such sound, including duration, intensity, and frequency.

Sec. 30-259. Prohibited conduct; penalty.

It shall be unlawful for any person, within the corporate limits of the Town of Bluefield, to:

- (1) use, operate, utilize, or play any instrument or similar device, between the hours of 9:00 p.m. and 7:00 a.m. eastern standard time, in such a manner (i) that noise produced or reproduced thereby is plainly audible from the inside of a dwelling of another or (ii) that noise produced or reproduced thereby is plainly audible from a distance of at least one hundred and fifty (150) feet;
- (2) use or operate any instrument from the inside of a moped, motor vehicle, or motorcycle when such instrument produces or reproduces noise and is plainly audible from a distance of at least one hundred and fifty (150) feet;
- (3) yell, shout, whistle, or sing, between the hours of 9:00 p.m. and 7:00 a.m. eastern standard time, in such a manner that such yelling, shouting, whistling, or singing (i) is plainly audible from the inside of a dwelling of another or (ii) is plainly audible from a distance of at least one hundred and fifty (150) feet; or
- (4) use, utilize, or operate any pneumatic hammer, chainsaw, or lawnmower, between the hours of 9:00 p.m. and 7:00 a.m. eastern standard time, in such a manner that such pneumatic hammer, chainsaw, or lawnmower (i) is plainly audible from the inside of a dwelling of another; or (ii) is plainly audible from a distance of at least one hundred and fifty (150) feet.

A violation of this section shall constitute a Class 3 misdemeanor.

In lieu of the criminal penalty set forth in this section, a violation of this section may be punishable by a civil penalty of \$50.00.

Each day a violation of this section occurs or continues shall constitute a separate and distinct offense, and may be punishable as such.

Sec. 30-260. Exceptions.

The prohibitions set forth in this article shall not apply to (i) any noise or sound produced or reproduced that is necessary to protect or preserve the property, health, safety, life, or limb of any person; (ii) any noise or sound produced or reproduced that is connected to any public speaking, public assembly, or public expression on public property; (iii) any noise or sound produced or reproduced by any police, fire, emergency, or government employee

performing their duties during the course of their employment; (iv) any noise or sound produced or reproduced at a public activity; (v) any noise or sound produced or reproduced during a religious service, religious act, or religious event; (vi) any noise or sound produced or reproduced by a locomotive, railroad equipment, or aircraft; (vii) any noise or sound produced or reproduced by military activities of the Commonwealth of Virginia or the United States of America; (viii) any noise or sound produced or reproduced by a business upon property being actively used for business purposes, manufacturing purposes, or industrial purposes; and (ix) any noise or sound emanating from any area permitted by the Virginia Department of Mines, Minerals and Energy or any division thereof.

Sec. 30-261. Enforcement.

It shall be the duty of the Police Department of the Town of Bluefield to enforce this article.

Sec. 30-262. Severability.

If any section, provision, or portion of this article is held to be invalid by a court of competent jurisdiction, then that decision shall in no way affect the remaining sections, provisions, or portions of this article. The invalid section, provision, or portion thereof shall be severable.

Secs. 30-263—30-293. Reserved.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE TOWN OF BLUEFIELD, VIRGINIA that the Council of the Town of Bluefield, Virginia adopts this ordinance on this _____ day of _____, 2017.

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

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

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

PUBLIC HEARING:
 FIRST READING:
 SECOND READING:
 ADOPTION DATE:
 EFFECTIVE DATE:
 FINAL 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

Mr. Riffe stated that the time was his only concern and he would like to see it changed from 9 p.m. to 10 p.m. or later especially in the summertime.

Mr. Holt agreed it should be later.

Mr. Riffe stated that they would have some who would “nit pick” it too death.

Mr. Presley stated that the band was out practicing late at night.

Mr. Riffe stated that it was his understanding that Town functions would have lead way.

Mr. Holt stated that Police Officer’s had a lot of discretion on misdemeanors and would use it and tell them they were abusing the noise ordinance. He stated that 9 p.m. was too early and would be in favor of 10 p.m.

Mr. Riffe stated that he would push for 11 p.m. because he had a teenage daughter and during the summer she had friends over and they were outside that late.

Mr. Presley suggested 12 a.m. to 7 am.

Mr. Holt stated that 10 p.m. would be good for school nights.

Mr. Riffe asked if the county had a noise ordinance.

Mr. Holt stated no.

Mr. Watson stated that the Police Officers did have discretion but that he would not tell an officer to do away with any tickets. He stated that he did have a chance to go out and that 150 ft. was a long distance. He stated that a lot of neighbors worked it out on their own. He stated that the exemptions included Town Events and also Church events.

Mr. Freedman stated under Exceptions #2 stated any noise or sound produced or reproduced that is connected to any public speaking, public assembly, or public expression on public property. He stated that they could include nonprofit organizations if council would like.

Mr. Riffe asked what would happen if someone rented the picnic area at Sedgewood and had a party until 1 a.m.

Mr. Watson stated that it was something they needed to discuss more.

Mr. Holt stated that there was not a lot of lighting there.

Mr. Riffe stated that they normally did not think about these things until it was too late.

Mr. Freedman stated that it depended on the activity.

Mr. Riffe stated that there would be more discussion concerning this in the future.

Mr. Freedman stated that he would bring it up again at the next meeting.

ADJOURN

Mr. Holt made a motion to adjourn the meeting at 8:18 p.m. Mr. Presley seconded the motion. The motion passed unanimously by voice vote.

Don Harris, Mayor

Lesley Catron, Town Clerk

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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

WITNESS the following signatures and seals.

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF CORRECTIONS

BY: *H. Clarke* (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.

Barbara B Reyes
NOTARY PUBLIC
MY COMMISSION EXPIRES: 04/30/2021
REGISTRATION NUMBER: 7564727

Affix Stamp for Notary ID and Commission Expiration Date:



(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
(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: _____