

City Council Meeting Packet



April 19, 2016

AGENDA

Norton City Council

April 19, 2016

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Ken Taylor
3. Pledge of Allegiance
4. Approval of Minutes
 1. Meeting of April 5, 2016
5. Audience for Visitors
6. Public Hearing
 - A. Public Hearing Concerning the Intention of the City of Norton to Propose for Passage a Resolution Authorizing the Issuance of a General Obligation Taxable Line of Credit Note in a Principal Amount Not to Exceed \$2,000,000.
 1. Public Hearing
 2. Comments by City Council
 3. Consideration of Authorizing Resolution
7. Old Business
 - A. Request by the Norton Electoral Board to Purchase New Voting Equipment.

8. New Business

- A. Update on the US Forest Services Plans for the Nettle Patch by District Ranger Barry Garten.
- B. Presentation Regarding the Health Challenges and Opportunities in the LENOWISCO Health District by Dr. Sue Cantrell.
- C. Presentation of the Norton City Schools Budget for Fiscal Year 2016-17.
- D. Resolution Recognizing the Artistic Achievements of Billy Baker.
- E. A Proclamation Declaring the Week of April 17th – 23rd as National Public Safety 911 Telecommunicators Week in the City of Norton.
- F. Update on the Proposed 2016 Norton Business Challenge.
- G. Confirmation of a Check(s)/Transfer(s) in Excess of \$100,000.
- H. Closed Meeting to Discuss Personnel as Per Section 2.2-3711 (A) (1) of the Code of Virginia, as Amended.

- 1. Appointment of a Student Representative to the Wise County/City of Norton Youth Services Board for a Four (4) Year Term; Currently Dylan Dockery Whose Term Ends 5/2/2016.

To 5/2/2020

- 2. Appointment of a Parent Representative to the City's Community Policy and Management Board.

To 7/1/2020

- 3. Appointment to the Norton Tourism Committee, Currently William "Bud" Stewart.

To 9/30/2017

4. Appointment to the Norton Industrial Development Authority for a Four (4) Year Term; Currently Byron Cantrell Whose Term Ends 5/10/2016.

To 5/10/2020

5. Appointment to the Norton Industrial Development Authority for a Four (4) Year Term; Currently William Sturgill Whose Term Ends 5/10/2016.

To 5/10/2020

6. Appointment to the C-N-W Regional Wastewater Treatment Authority for a Four (4) Year Term; Currently Joseph Fawbush Whose Term Ends 5/15/2016.

To 5/15/2020

9. Comments by the City Manager, City Attorney, and City Council.
10. Adjournment.

**Budget Work Session
to Follow City Council Meeting**

The regularly scheduled meeting of the Norton City Council was held on Tuesday, April 5, 2016 at 6:00 p.m. in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, Robert Fultz, Jr., William Mays, Joseph Fawbush and Dee Belcher

Also Present: Fred L. Ramey, Jr., City Manager and Bill Bradshaw, City Attorney

The invocation was given by the Reverend Roger Sloce and was followed by the Pledge of Allegiance led by Police Chief James Lane.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by the following vote: YES – Caruso, Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – None, Council moved to adopt the minutes of the March 15, 2016 meeting as presented.

During the Mayor's call for visitors, Mayor Mays announced that any public comments regarding the Proposed Park & Ride Improvements at the Clear Creek Park would be heard when Council came to that agenda item.

Following Mayor's comment, there was no response to the Mayor's call for visitors.

Dr. Scott Hamilton, President of Mountain Empire Community College (MECC), was present and gave Council a brief update of activities and events at the college and discussed enrollment and economic development training classes offered for employees of new companies moving in to the area. He advised the college was partnering with the Center for Excellence in Manufacturing located in Duffield and that a grant from the Tobacco Commission allowed the college to purchase two machines to train students on enrolled in manufacturing classes. He gave Council the latest copy of "The View" which provides detailed information about the college and programs offered at MECC.

Councilwoman Belcher asked Dr. Hamilton if the college was working with displaced coal miners.

Dr. Hamilton advised the college is working on a federal grant that will help train laid off or displaced coal miners that wish to receive training to move into a new profession.

Mayor Mays thanked Dr. Hamilton for his update.

Mr. Mike Brown, Chairman of the Norton Electoral Board, was present to update Council on the City's current DRE Voting Equipment and to request that Council authorize purchase new voting equipment. He stated due to the age of the current voting machines and issues experienced at the last primary the Electoral Board is recommending Council replace the voting machines before the November election. The Electoral Board and the Registrar have researched possible options and are recommending the Express Voting Machine and the DS200 Scanner and Tabulator. The Express Voting Machine is the most user friendly voting machine and the DS200 Scanner and Tabulator will provide a paper trail to verify voting.

Following a lengthy discussion, Mayor Mays asked the City's Registrar Marie Muir to provide Council with more options to consider and to bring that information back to the next meeting for Council's consideration.

Mr. Ramey, via a PowerPoint presentation, gave Council the background on the Proposed Park & Ride Horse Park at Clear Creek Park that was originally presented to Council by Neil and Beth Walker in December 2015. On March 15, 2016 Councilman Caruso proposed a different Park & Ride concept. At the March 15th meeting, Council directed City Administration to evaluate the Park & Ride concept that was presented by Councilman Caruso. City Administration has completed the review of the Park & Ride concept proposed by Councilman Caruso and estimates the cost to be \$3,000.

During the Mayor's call for visitors, several residents from the Saw Mill area of Ramsey and others came forward and spoke in opposition to the latest Proposed Park & Ride Horse Park. Those that spoke in opposition to the proposal were against any portion of the park being taken for another use but the majority of those that addressed Council did not have an issue with the upper end being used for the Park & Ride. Most residents advised Council that the upper portion near the Nettle Patch was already being used by horse trail riders. Amber Fisher, 242 – 12th Street, S.E., presented council with a petition from residents in the Sawmill area opposed to the Proposed Park & Ride and pictures of Clear Creek Park being used by various individuals. Two of the speakers were completely against any Proposed Park & Ride Horse Park at Clear Creek Park. Three individuals spoke in favor of the Proposed Park & Ride but understood the residents' opposition to the proposed location inside the park. One of the speakers would like to see the Park & Ride as long as the proposed park did not encroach on any of the residents.

After a lengthy discussion, Mayor Mays thanked everyone for attending the meeting and expressing their position to Council on the Proposed Park & Ride. Seventeen persons spoke to Council on the proposal at Clear Creek Park and Mayor Mays stated citizen dialogue with Council will assist Council in making a decision on the proposal.

Mayor Mays declared a ten minute recess.

Mayor Mays declared Council back in open session.

Mr. Ramey gave Council an update on the Proposed 2016 Norton Business Challenge. Postcards on the Norton Business Challenge have been mailed out and Councilman Fultz and Mr. Byron Cantrell, Chairman of the Norton Industrial Development Authority (NIDA), appeared on WCYB television promoting the program. Twenty-eight individuals are registered for the Challenge and the first class will be this Thursday at 6:00 p.m. at the Holiday Inn.

In their packets, Council had one check to be confirmed. The check was to Freedom Ford Lincoln, Inc., dated February 18, 2016, in the amount of \$103,368.66 to purchase three vehicles for the Police Department.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, Council moved to confirm the check to Freedom Ford Lincoln, Inc., as stated above.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, Council moved to go into closed meeting to discuss personnel as per Section 2.2-3711 (A) (1) of the Code of Virginia, as amended.

Mayor Mays declared Council in closed meeting.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, Council moved to go back into open meeting.

Mayor Mays declared Council back in open meeting.

The Clerk polled each member of Council as to the Certification of Closed Meeting with each answering yes. The Clerk then read a Resolution of the Certification of Closed Meeting.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the following unanimous vote: YES – Caruso, Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – None, Council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

Mayor Mays opened the floor for nominations to the Wise County/City of Norton Youth Services Board for a four (4) year term to expire on May 2, 2020.

Councilman Caruso nominated Robert Fultz, Jr. to be reappointed to the Wise County/City of Norton Youth Services Board.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous vote, Council moved that the nominations cease.

Mayor Mays declared Robert Fultz, Jr., reappointed to the Wise County/City of Norton Youth Services Board for a four (4) year term which will expire on May 2, 2020.

Mayor Mays opened the floor for nominations to the 2016 Virginia Municipal League Policy Committees.

Councilman Caruso nominated the following: Fred Ramey on the Community & Economic Development Committee, Andrew Greear on the Environmental Quality Committee, Jeff Shupe on the Finance Committee, Bill Bradshaw on the General Laws Committee, Christine Blair on the Human Development & Education Committee, and Steve McElroy on the Transportation Committee.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the unanimous vote, Council moved that the nominations cease.

Mayor Mays declared the individuals listed above to serve on the 2016 Virginia Municipal League Policy Committees as noted above.

In comments from the City Manager, Mr. Ramey advised that:

The Board of Equalization had 22 appointments covering 31 parcels of land. The hearing process is completed and the Commissioner of Revenue has updated the Land Book and turned it over to the City Treasurer. Real Estate tax tickets should be printed and mailed within the next couple weeks.

The Upper Tennessee River Roundtable presented the City the "Green Locality" award on March 17th. The award recognized the Safe Routes to School Project and the sidewalk project.

Camping opened at Flag Rock on April 1st.

Mr. Ramey advised Council to RSVP if they plan on attending the Virginia Municipal League (VML) Regional Supper on June 15th in Big Stone Gap and the 2016 VML Conference on October 9 – 11 at Virginia Beach. Hotel reservations are now open for the conference and need to be made as soon as possible.

April is Child Abuse Prevention Month and a ceremony is scheduled for this Friday at 1:30 p.m., in front of City Hall.

There will be a public hearing on the Line of Credit at the next Council Meeting. The School Board may also present their budget that night, and Dr. Sue Cantrell, District Director Lenowisco Health District would like to update Council on couple items.

Placed at Council's desks are information on the Parks and Recreation Trash to Treasure Workshop on Thursday, April 21st and The Great American Cleanup scheduled for Saturday, April 23rd.

There were no comments from the City Attorney.

In comments from Council:

Councilman Caruso asked when the next CIP budget workshop was scheduled.

Mr. Ramey advised the workshop was scheduled after the Council meeting on Tuesday, April 19th.

Councilman Caruso stated the City does not have a strategic plan, a vision statement, an up-to-date comprehensive plan or an ATV ordinance. He requested Council consider these items at a future meeting.

He asked City Administration to contact the Department of Game and Inland Fisheries (DGIF) to ask if the City could stock the reservoir with catfish.

Mr. Ramey stated the emails he had forwarded to Councilman Caruso indicated that the DGIF was conducting testing to determine if catfish could be stocked and then the Department would get in line to receive the catfish. Mr. Ramey advised he would contact DGIF and ask if the City could stock the reservoir with catfish.

Councilman Fultz stated on Saturday the John I. Burton Forensics Team won the 1A state championship. The level of talent these students possess is amazing and he would like for at least one of them to come to Council and perform.

The Norton Business Challenge begins Thursday and he hopes the six classes will give individuals who have wanted to open a business the opportunity to do so.

He is thankful to the Norton Industrial Development Authority for taking on the outside remodel of the Norton Farmers' Market building.

Councilwoman Belcher stated she attended the March meeting of the Southwest Virginia Workforce Investment Board Chief Local Elected Official (CLEO) and \$1.8 million in grant funds will be available for 30 months for retraining the unemployed. The program will be based out of Lebanon and the initial award will be \$750,000. This grant is

related to the Power Plan that Council previously supported and the Board is looking for Darrell Blankenship's replacement.

Councilman Fawbush stated the 2016 Woodbooger Festival is in the early planning stages. The date for this year's festival is October 14th and 15th. They are pursuing a national sponsor for the event and one of the requirements is that the organization is a 501(c) (3). He is currently working with a few local 501(c) (3) organizations to partner with to meet this requirement. They are also working with The Heart of Appalachia to promote the festival.

Councilman Fawbush stated he is an elected public servant. His responsibility is to be accessible to citizens and to listen to their positions on issues. He believes communication is essential for public service and all elected and appointed officials should be available to the public.

Mayor Mays thanked Council.

There being no further business to come before Council, the meeting adjourned.

CITY OF NORTON, VIRGINIA

William Mays, Mayor

ATTEST:

Clerk of Council

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENTION OF THE CITY OF
NORTON, VIRGINIA TO PROPOSE FOR PASSAGE A RESOLUTION AUTHORIZING
THE ISSUANCE OF A GENERAL OBLIGATION TAXABLE LINE OF CREDIT NOTE
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000**

Notice is hereby given to all interested persons of a public hearing of the City Council (the "City Council") of the City of Norton, Virginia (the "City"), to be held on Tuesday, April 19, 2016 at 6:00 p.m. in Council Chambers, 618 Virginia Ave. NW, Norton, VA 24273, concerning the intention of the City Council to propose for passage a resolution entitled "A Resolution of the City of Norton, Virginia, Authorizing the Issuance and Sale of a Not to Exceed \$2,000,000 General Obligation Taxable Line of Credit Note, Series 2016, and Providing for the Form, Details and Payment Thereof," authorizing the issuance of a taxable line of credit note of the City in the estimated maximum amount of \$2,000,000. The proposed use of the taxable line of credit note is to be used if and as needed to provide an easily accessed source of liquidity for general needs of the City. Persons may appear and present their views at the public hearing. A copy of the full text of the resolution is on file in the office of the City Manager of the City of Norton, at 618 Virginia Ave. NW, Norton, Virginia 24273 and is available for public inspection during normal business hours. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the City Manager's Office at (276) 679-1160 at least five (5) days in advance of the public hearing.

**CITY COUNCIL
CITY OF NORTON, VIRGINIA**

CITY OF NORTON, VIRGINIA

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO
\$2,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION NOTES OF THE
CITY OF NORTON, VIRGINIA AND PROVIDING FOR THE FORM, DETAILS AND
PAYMENT THEREOF**

Adopted on April 19, 2016

Be it Ordained and Enacted by the Council of the City of Norton, Virginia:

Section 1 Definitions

Unless the context shall clearly indicate some other meaning, the following words and terms shall for all purposes of the Ordinance and of any certificate, resolution or other instrument amendatory thereof or supplemental thereto for all purposes of any opinion or instrument or other documents therein or herein mentioned, have the following meanings:

“Act” shall mean the Public Finance Act, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended.

“Bond Counsel” shall mean Sands Anderson PC or another attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the City.

“Business Day” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banks generally are open for business in the Commonwealth of Virginia.

“City” shall mean the City of Norton, Virginia.

“City Charter” shall mean the City Charter of the City of Norton, Virginia, Chapter 134 of the 1988 Acts of Assembly, as amended.

“Clerk” shall mean the City Clerk.

“Closing Date” shall mean the date on which the Notes are issued and delivered to the Noteholder.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and applicable regulations, procedures and rulings thereunder.

“Commonwealth” shall mean the Commonwealth of Virginia.

“Council” shall mean the City Council of the City of Norton, Virginia.

“Interest Payment Date” shall mean the first day of each month, beginning the month following the first advance under the Series 2016 Taxable Line of Credit Note.

“Lender” shall mean Carter Bank & Trust.

“Mayor” shall mean the Mayor or Vice Mayor of the City.

“Notes” shall mean the Series 2016 Taxable Line of Credit Note and any extensions, amendments or supplements thereto, as authorized to be issued hereunder.

“Noteholder” or **“Holder”** shall mean the registered owner of the Notes.

“Outstanding” shall mean, as of a particular date, the Notes authenticated and delivered under this Ordinance except:

- (i) if one or more Notes are cancelled by the City at or before such date;
- (ii) if cash equal to the principal amount of the Notes, with interest to the date of maturity, shall have been deposited with the Paying Agent prior to maturity;
- (iii) the Notes for the redemption or purchase of which cash or noncallable direct obligations of the United States of America, equal to the redemption or purchase price thereof to the redemption or purchase date, shall have been deposited with the Paying Agent, for which notice of redemption or purchase shall have been given in accordance with the Ordinance;
- (iv) the Note in lieu of, or in substitution for which, another Note shall have been authenticated and delivered pursuant to this Ordinance; and
- (v) if such Note is deemed paid under the provisions of Section 9, except that such Note shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of actually being paid.

“Paying Agent” shall mean the City Treasurer acting as Paying Agent hereunder as designated and authorized under Section 3 or the successors or assigns serving as such hereunder.

“Projects” shall mean general cash flow needs of the City, including, but not limited to, grant reimbursement, capital projects, repairs and maintenance for City facilities and funding for economic development purposes.

“Registrar” shall mean the Paying Agent, or the successors or assigns serving as such hereunder.

“Series 2016 Note Maturity Date” shall mean three years following the Closing Date, not later than May 31, 2019.

“Series 2016 Taxable Line of Credit Note” shall mean the City’s not to exceed \$2,000,000 Taxable Revolving Line of Credit Promissory Note, Series 2016 authorized to be issued hereunder.

Section 2 Findings and Determinations

The Council hereby finds and determines that (a) the City has a need for a potential source of liquidity for general cash flow purposes of the City, including, but not limited to, grant reimbursement, capital projects, repairs and maintenance for City facilities and funding for economic development purposes (**together, the “Projects”**) through the issuance of a taxable revolving line of credit note (**the “Series 2016 Taxable Line of Credit Note,” or the “Notes”**), and for costs of issuance of the Series 2016 Taxable Line of Credit Note, (b) the obtaining of additional funds for the Projects through the issuance of the Series 2016 Taxable Line of Credit Note, will be for municipal purposes of the City, will benefit the health, safety and welfare of the citizens of the City, all for purposes which will serve the City, (c) the most effective, efficient and expedient manner in which to provide such funds is by the issuance of a taxable revolving line of credit note in the maximum principal amount not to exceed \$2,000,000 issued by the City as further described herein to be sold to the Noteholder, which has offered to purchase the same, the issuance of such Notes being within the power of the City to contract debts, borrow money and make and issue evidence of indebtedness, and (d) the issuance of the Notes is in the best interests of the City and its citizens.

Section 3 Authorization, Form and Details of the Notes

There is hereby authorized to be issued a taxable revolving line of credit note for purposes of providing funds for the Projects, to pay certain costs of issuance of the Series 2016 Taxable Line of Credit Note and for payment of interest on the Series 2016 Taxable Line of Credit Note, all as described in Section 2 above. The Series 2016 Taxable Line of Credit Note authorized herein shall be designated “Taxable Revolving Line of Credit Promissory Note, Series 2016”, shall bear interest payable monthly in arrears on the first day of each month commencing the first month following an advance thereunder with principal payable on the Series 2016 Note Maturity Date (not later than May 31, 2019), at a rate per annum not to exceed 2.00% in accordance with the Lender’s written proposal to purchase the Series 2016 Taxable Line of Credit Note, and shall mature on the Series 2016 Note Maturity Date, in accordance with the provisions herein and with the ability of the City to draw down as needed. The Series 2016 Taxable Line of Credit Note is subject to redemption prior to maturity at the option of the City in whole or in part, at any time without penalty.

The Notes are hereby authorized to be issued under the City Charter and the Act. The Notes shall bear interest from the date on which the Notes are authenticated. Interest on the Notes shall be computed on the basis of 30-day months and a 360-day year.

Principal of, and interest on, the Notes shall be payable in lawful money of the United States of America. Principal of and interest on the Notes shall be payable by wire transfer to the registered holder on the payment dates of the Notes.

The Notes shall be printed, lithographed or typewritten and shall be substantially in the form herein below set forth, with such appropriate variations, omissions and insertions as are

permitted or required by this Ordinance, including such variations, insertions and omissions as shall be necessary to issue the Notes under a system of book-entry for recording the ownership and transfer of ownership of rights and to receive payments of principal of and interest on the Notes and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

If any principal of, or interest on, the Notes is not paid when due (whether at maturity, by acceleration or call for redemption, or otherwise), then, to the extent permitted by law, the overdue installments of principal shall bear interest until paid at the same rate as set forth in the Notes.

The Notes shall be signed by the facsimile or manual signature of the Mayor. The facsimile of the City's seal shall be printed thereon or manually impressed thereon and attested by the facsimile or manual signature of the Clerk. In case any officer whose signature or facsimile of whose signature shall appear on the Notes shall cease to be such officer before delivery of the Notes, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he remained in office until such delivery. The Notes may bear the facsimile signature of or may be signed by such persons as at the actual time of the execution thereof shall be the proper officers to sign the Notes although on the date of delivery of the Notes such persons may not have been such officers.

The Notes shall bear a certificate of authentication, in the forms set forth below, duly executed by the Registrar. The Registrar shall authenticate the Notes with the signature of an authorized officer of the Registrar. Only the authenticated Notes shall be entitled to any right or benefit under this Ordinance, and such certificate on the Notes issued hereunder shall be conclusive evidence that such Notes have been duly issued and are secured by the provisions hereof.

The Paying Agent shall act as Registrar and shall maintain Registration Books for the registration and the registration of transfer of the Notes. The City Treasurer is hereby designated and authorized to act as Paying Agent and Registrar hereunder. The transfer of the Notes may be registered only on the books kept for the registration and registration of transfer of the Notes upon surrender thereof to the Registrar together with an assignment duly executed by the registered holder in person or by his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such transfer, the City shall execute and the Registrar shall authenticate and deliver, in exchange of the respective Note, a new registered Note registered in the name of the transferee of the same series, maturity and interest rate as the Note so exchanged in any denomination or denominations authorized by this Ordinance.

The Registrar shall not be required to make any such registration or registration of transfer during the fifteen (15) days immediately preceding an Interest Payment Date, the Maturity Date or a redemption date.

Prior to due presentment for registration of transfer for the Notes, the Registrar shall treat the registered holder as the person exclusively entitled to payment of principal of, premium, if any, and interest on, the respective Note and the exercise of all other rights and powers of the Holder.

If any Note has been mutilated, lost or destroyed, the City shall execute and the Registrar shall authenticate and deliver a new Note of like date and tenor in exchange or substitution for, and upon cancellation of, such mutilated Note or in lieu of and in substitution for such lost or destroyed Note; provided, however, that the City and the Registrar shall execute, authenticate and deliver such Note only if the Holder has paid the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of a lost or destroyed Note, has furnished to the City and the Registrar (a) evidence satisfactory to them that such Note was lost or destroyed and the Holder was the Owner thereof and (b) indemnity satisfactory to them. If the Note has matured, instead of issuing a new Note, the Registrar may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

If any Note has been paid (whether at maturity, by acceleration or otherwise) or delivered to the Paying Agent for cancellation, such Note shall not be reissued and the Registrar shall, unless otherwise directed by the City, cremate, shred or otherwise dispose of such Note. The Registrar shall deliver to the City a certificate of any such cremation, shredding or other disposition of such Note.

The Series 2016 Taxable Line of Credit Note and the Certificate of Authentication shall be substantially in the following form, to-wit:

“FORM OF SERIES 2016 TAXABLE LINE OF CREDIT NOTE”

No. N-1

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA, CITY OF NORTON
TAXABLE REVOLVING LINE OF CREDIT
GENERAL OBLIGATION PROMISSORY NOTE,
SERIES 2016**

Registered Holder: _____ **Dated:** _____, 2016
Maturity Date: April __, 2019

Principal Sum: _____ **Interest Rate: Not to exceed 2.00% on
advances hereunder**

KNOW ALL MEN BY THESE PRESENTS, that the City of Norton, Virginia (hereinafter sometimes referred to as the “City”), a municipal corporation and city of the Commonwealth of Virginia, for value received hereby promises to pay to the registered holder (named above), or assigns, on the Maturity Date (specified above), subject to prepayment or prior redemption as hereinafter provided, the Principal Sum (specified above) or such lesser sum as may be advanced and outstanding hereunder from time to time, by wire transfer to the registered holder on the payment dates set forth below by the Norton City Treasurer, Norton, Virginia, (the “Paying Agent”), and to pay interest on said Principal Sum, from the date of authentication hereof until the payment of said Principal Sum by wire transfer to the registered holder on the payment dates set forth below, at the Interest Rate (specified above) payable in arrears on the first day of each month (each an “Interest Payment Date”). The final payment due hereunder in the amount of the principal advances outstanding on this Note and interest thereon at the rate above is due and payable in full on _____, 2019.

[Advances hereunder shall be in a minimum of \$_____ increments.]

This Note shall be subject to redemption, at the option of the City, at any time in whole or in part, without penalty, at any time. The City may draw funds, repay and draw additional funds, and the Holder may advance and readvance under this Note respectively from time to time, as marked on the attached Schedule I, until the maturity hereof (each an "Advance" and together the "Advances"), so long as the total indebtedness outstanding at any one time does not exceed the principal amount stated on the face of this Note.

Both principal of and interest on this Note are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in regular and due time, form and manner as required by law; that this Note does not exceed any constitutional, statutory or charter limitation of indebtedness; and that provision has been made for the payment of the principal of, and interest on, this Note as provided in the Ordinance.

No registration, transfer or exchange of this Note shall be permitted within fifteen (15) days of a payment date, the Maturity Date or the date of prepayment or redemption of this Note.

This Note is authorized and issued under and pursuant to and in compliance with the Constitution and laws of the Commonwealth of Virginia, including the City Charter of the City of Norton, Virginia (Chapter 634 of the 1976 Acts of Assembly, as amended) and Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, the same being the Public Finance Act, and the Ordinance duly adopted under said Chapter by the City Council on April 19, 2016 (the "Ordinance").

This Note shall bear interest from the date on which this Note is authenticated but only on the amounts advanced hereunder and outstanding from time to time. Interest on this Note shall be computed on the basis of 30-day months and 360-day year.

This Note is transferable only upon the registration books kept at the office of the Registrar by the registered holder hereof, or by his duly authorized attorney, upon surrender of this Note (together with a written instrument of transfer, satisfactory in form to the Registrar, duly executed by the registered holder or his duly authorized attorney, which may be the form endorsed hereon) and subject to the limitations and upon payment of the charges, if any, as provided in the Ordinance, and thereupon as provided in the Ordinance a new Note, in the aggregate principal amount and of the same series, interest rate and maturity as the Note surrendered, shall be issued in exchange therefor. The City and the Registrar shall deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

THIS NOTE IS A GENERAL OBLIGATION OF THE CITY FOR THE PAYMENT OF WHICH THE CITY'S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE CITY COUNCIL IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNUALLY AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE CITY ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW

AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE NOTE, TO THE EXTENT OTHER FUNDS OF THE CITY ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE.

Reference is hereby made to the Ordinance and to all of the provisions thereof to which any holder of this Note by his acceptance hereof hereby assents, for definitions of terms; the description of and nature and extent of the security for this Note; the conditions upon which the Ordinance may be amended or supplemented without the consent of the holder of this Note and upon which it may be amended only with the consent of the holder of this Note affected thereby; the rights and remedies of the holder hereof with respect hereto; the rights, duties and obligations of the City; the provisions discharging the Ordinance as to this Note and for the other terms and provisions of the Ordinance.

This Note shall not be valid or obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Registrar and the date of authentication inserted hereon.

IN WITNESS WHEREOF, the City of Norton, Virginia, by its City Council has caused this Note to be signed by the Mayor and attested by the City Clerk, by their manual or facsimile signatures, and its seal to be impressed or imprinted hereon, and this Note to be dated as set forth above.

(SEAL)

City Clerk

Mayor

CERTIFICATE OF AUTHENTICATION

This Note is the Series 2016 Taxable Line of Credit Note described in the within-mentioned Ordinance.

**REGISTRAR - CITY OF NORTON, VIRGINIA
TREASURER**

By: _____
Norton City Treasurer

DATE OF AUTHENTICATION:
_____, 2016

**SCHEDULE I
SCHEDULE OF PRINCIPAL ADVANCES AND PAYMENTS**

PRINCIPAL ADVANCES

DATE	AMOUNT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PRINCIPAL PAYMENTS

DATE	AMOUNT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 4 Proceeds of the Notes

Proceeds of the Series 2016 Taxable Line of Credit Note shall be disbursed directly to the City as such amounts are drawn thereon for use on the Projects and shall not be held in or deposited to any fund or account.

Section 5 Payments of the Notes

There shall be no separate bond fund or account established for the Series 2016 Taxable Line of Credit Note. Payments of interest and principal thereunder shall be made directly to the Lender in accordance with the terms of the Series 2016 Taxable Line of Credit Note.

Section 6 Accounts Within Funds

Any fund or account created by this Ordinance may contain such accounts or subaccounts as may be necessary for the orderly administration thereof.

Section 7 Investment of Funds

The City shall separately invest and reinvest any monies held in the funds established by this Ordinance in investments which would mature in amounts and at times so that the principal of, premium, if any, and interest on, the Notes can be paid when due at maturity thereof.

Permissible investments include investments in securities that are legal investments under Chapter 45 of Title 2.2 of the Code of Virginia of 1950, as amended (Section 2.2-4500 *et seq.*) and which are otherwise in compliance with Section 15.2-2619 of the Act.

Section 8 Defeasance

The obligations of the City under this Ordinance and covenants of the City provided for herein shall be fully discharged and satisfied as to the Notes shall no longer be deemed to be Outstanding thereunder when the Notes shall have been purchased by the City and cancelled or destroyed, when the payment of principal of the Notes, plus interest on the principal to the due date thereof either (a) shall have been made or (b) shall have been provided for by irrevocably depositing with the Paying Agent for the Notes, money sufficient to make such payment, or direct and general obligations of, or obligations the principal of, and interest on, which are guaranteed by, the United States of America, maturing in such amounts and at such times as will insure the availability of sufficient monies to make such payment.

Section 9 General Obligation

The Council, in accordance with Section 15.2-2624 of the Act, is hereafter authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of

the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any and interest on the Notes, to the extent other funds of the City are not lawfully available and appropriated for such purpose.

Section 10 Event of Default

Each of the following shall constitute an event of default hereunder:

- a. Failure to pay the principal of the Notes when due;
- b. Failure to pay interest on the Notes when due;
- c. Failure of the City to perform any other covenant or agreement contained in this Ordinance, which failure shall have continued for 60 days after the notice thereof from the Holders of not less than twenty percent (20%) of the Notes Outstanding; provided, however, that if any such failure shall be such that it cannot be cured or corrected within a 60-day period but is, in fact, susceptible of cure or correction, it shall not constitute an Event of Default if curative or corrective action is instituted within said period and diligently pursued until the failure of performance is cured or corrected;
- d. The instituting of any proceeding with the consent of the City for the purpose of effecting composition between the City and its creditors or for the purpose of adjusting the claims of creditors pursuant to any federal or state statute; or
- e. If the City for any reason shall be rendered incapable of fulfilling its obligations under this Ordinance.

Upon the occurrence of an Event of Default, the Holders of not less than twenty-five percent (25%) in principal amount of the Notes then Outstanding may declare the principal of all of the Outstanding Notes and all accrued and unpaid interest thereon to be due and payable immediately. This provision is subject to the condition that if, at any time after such declaration and before any such further action has been taken, all arrears of interest on, and principal of, the Notes shall have been paid and all other Events of Default, if any, which shall have occurred have been remedied, then the Holders of such majority in principal amount of the Outstanding Notes may waive such default and annul such declaration.

If an Event of Default shall have occurred and be continuing, then the Holders of not less than twenty-five percent (25%) in principal amount of the Notes then Outstanding may call a meeting of the Holders of the Notes for the purpose of selecting a Noteholders' committee (the "Noteholders Committee"). At such meeting the Holders of not less than a majority in principal amount of the Outstanding Notes must be present in person or by proxy in order to constitute a quorum for the transaction of business. A quorum being present at such meeting, the Noteholders present may, by a majority of the votes cast, elect one or more persons who may or

may not be Noteholders to the Noteholders' Committee. The Noteholders' Committee is empowered to exercise, as trustee for the Noteholders, all the rights and powers conferred on the Noteholders in the Ordinance.

In case an Event of Default shall occur, subject to the provisions referred to in the preceding paragraph, the Holders of the Outstanding Notes shall have the right to protect the rights vested in such Holder by the Ordinance by such appropriate judicial proceeding as such Holder shall determine either by suit in equity or by action at law.

Section 11 Enforcement by Noteholder

The Holder of the Notes may by mandamus or other appropriate proceeding at law or in equity in any court of competent jurisdiction, enforce and compel performance of this Ordinance and every provision and covenant thereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties and requirements to be done or performed by the City by the Ordinance or by the applicable laws of the Commonwealth.

Section 12 Modification of Ordinance

The City may without the consent of any Noteholder make any modification or amendment of this Ordinance required to cure any ambiguity or error herein contained or to make any amendments hereto or to grant to the Noteholders additional rights.

The Holders of not less than sixty-six and two-thirds percent (66-2/3%) in principal amount of the Outstanding Notes shall have the power to authorize any modifications to this Ordinance affecting the Outstanding Notes proposed by the City other than as permitted above; provided that without the consent of the Holder of the Notes affected thereby, no modifications shall be made which will (a) extend the time of payment of principal of, or interest on, the Notes or reduce the principal amount thereof or the rate of interest thereon or any alteration of prepayment provisions; (b) give to the Notes any preference over any other note or bond secured equally and ratably therewith; (c) deprive the Noteholders of the security afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Notes required to authorize any modification to the Ordinance.

Section 13 Further Actions Authorized

The Mayor and City Clerk and the City Manager, City Finance Director, City Treasurer, and all other officers, employees and agents of the City are hereby authorized and directed to take any and all such further action and to modify such documents and terms relating to the issuance of the Notes, including but not limited to the terms of payment, amounts, dates, redemption dates and terms and entering into a Loan Agreement or other agreement in connection with the Series 2016 Taxable Line of Credit, as shall be deemed necessary, appropriate or desirable in order to effectuate delivery of, and payment for, the Notes all in

accordance with the Ordinance. The signature of such officers on such documents or certificates shall be conclusive evidence of such determination.

Furthermore, terms and provisions of the Notes may be subsequently modified by a resolution of the Council as may be deemed necessary, appropriate or desirable without modifying this Ordinance and without further public hearing.

Section 14 Invalidity of Sections

If any section, paragraph, clause or provision of this Ordinance shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining portions of this Ordinance.

Section 15 Headings of Sections, Table of Contents

The headings of the sections of this Ordinance and the Table of Contents appended hereto or to copies hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of such sections of this Ordinance.

Section 16 Effectiveness and Filing of Ordinance

A certified copy of this Ordinance shall be filed by the Clerk with the Clerk of the Circuit Court of the County of Wise, Virginia. The filing of this Ordinance with the Clerk of the Circuit Court of the County of Wise, Virginia shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act.

The Members of the Council voted as follows:

<u>Ayes</u>	<u>Nays</u>
<u>Absent</u>	<u>Abstentions</u>

Adopted this 19th day of April, 2016.

The undersigned City Clerk of the City of Norton, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on April 19, 2016, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly called meeting and that, during the consideration of the foregoing ordinance, a quorum was present and action was taken in an open meeting.

Dated this _____ day of _____, 2016.

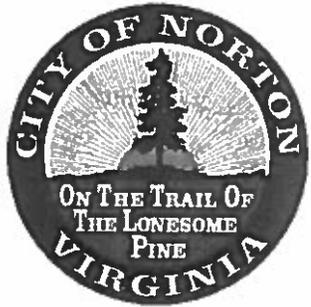
 City Clerk
 City of Norton, Virginia

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Taxable Line of Credit – Results of the RFP Process

City of Norton, Virginia



Saturday, March 19, 2016

Overview



- Davenport & Company LLC (“Davenport”) serves as Financial Advisor to the City of Norton (the “City”). As Financial Advisor, Davenport has historically assisted the City with multi-year financial and capital planning, debt issuances for new money capital funding, and refinancing of existing debt for savings purposes.
- In January 2016, City staff contacted Davenport regarding the potential need for a source of short term liquidity to be used for general cash-flow needs of the City, including grant reimbursement, capital projects, repairs and maintenance, and economic development opportunities.
- Given our knowledge of the City, Davenport believes it would be prudent for the City to establish a line of credit to serve as a flexible, low cost source of short term financing (the “Line of Credit”).

Note: Upon consulting with the City’s Bond Counsel, Sands Anderson PC (“Sands Anderson”), Davenport recommended that the City pursue the Line of Credit on a taxable, rather than tax exempt, basis. A taxable Line of Credit would provide the City with maximum flexibility.

- At the February 2nd meeting of City Council, Council authorized City staff and Davenport to solicit bank funding proposals for a Line of Credit in the amount of up to \$1 million and/or up to \$2 million through a competitive Request for Proposals (“RFP”) process.
- The following pages summarize the RFP process and results of the RFP process.



Request for Proposals Process

- With City Council's approval, Davenport distributed a Request for Proposals (RFP) on February 12 to local, regional, and national lending institutions to solicit competitive funding proposals for the Line of Credit.

- The RFP emphasized the City's desire for a Line of Credit with the following terms and conditions:
 - Funding commitment(s) of up to \$1 million or up to \$2 million;
 - The City's General Obligation pledge would serve as security for the Line of Credit;
 - The ability to draw funds only as needed and, where possible, with interest accruing only as funds are drawn;
 - Minimal fees, if any, for maintaining the Line of Credit without drawing funds (i.e. Unused Amount Fees);
 - The ability to repay the outstanding balance of funds at any time without penalty; and
 - For maximum flexibility, a funding commitment(s) that is multi-year in nature.

- On Tuesday, March 1, Davenport received proposals on behalf of the City from four banks.

- The City is under no obligation to move forward with any of the proposals received. Davenport and Sands Anderson agreed to work "at risk" should the City elect not to move forward with the Line of Credit.



Results of the RFP Process

- The City received proposals for the Line of Credit from the following banks:
 - First Bank & Trust;
 - Carter Bank & Trust;
 - Powell Valley National Bank (“PVNB”); and
 - Virginia Community Capital Bank (“VCC”).

- Each bank’s proposal included the following terms and conditions:
 - Multi-year funding commitments of up to \$2 million;
 - The ability to draw funds only as needed; and
 - The ability to repay the borrowed amount at any time without penalty.

- Davenport has analyzed the two proposals with the most favorable terms and conditions:
 - First Bank & Trust; and
 - Carter Bank & Trust (Option 3).

1 Year Final Maturity		
Bank/Funding Option	Interest Rate	Rate Type
Carter Bank & Trust		
Option 1	1.80%	Fixed
Virginia Community Capital		
Option A-1	2.35%	Fixed
Option A-2	2.24% ⁽¹⁾	Variable

2 Year Final Maturity		
Bank/Funding Option	Interest Rate	Rate Type
Carter Bank & Trust		
Option 2	1.90%	Fixed
Virginia Community Capital		
Option B-1	2.55%	Fixed
Option B-2	2.24% ⁽¹⁾	Variable

3 Year Final Maturity		
Bank/Funding Option	Interest Rate	Rate Type
Carter Bank & Trust		
Option 3	2.00%	Fixed
Virginia Community Capital		
Option C-1	2.80%	Fixed
Option C-2	2.24% ⁽¹⁾	Variable
Powell Valley National Bank		
Option 1	3.75% ⁽²⁾	Variable
Option 3	4.25% ⁽³⁾	Fixed

4 Year Final Maturity		
Bank/Funding Option	Interest Rate	Rate Type
First Bank & Trust	2.98% ⁽⁴⁾	Variable

5 Year Final Maturity		
Bank/Funding Option	Interest Rate	Rate Type
Powell Valley Bank		
Option 2	4.00% ⁽²⁾	Variable
Option 4	4.75% ⁽³⁾	Fixed

(1) The interest rates on VCC’s Options A-2, B-2, and C-2 are reset monthly based on the formula “30 Day LIBOR plus 180 basis points.”
 (2) The interest rates on PVNB’s Options 1 and 2 are reset monthly based on the following formulas: (Option 1) “Wall Street Prime Rate plus 25 basis points” and (Option 2) “Wall Street Prime Rate plus 50 basis points”.
 (3) The interest rate on PVNB’s Options 3 and 4 will be fixed through final maturity, but will not be locked in until closing. At closing, the rates will be determined using the following formulas: (Option 3) “10 Year US Treasury Rate plus 250 basis points” and (Option 4) “10 Year US Treasury Rate plus 300 basis points.”
 (4) The interest rate on First Bank & Trust’s proposal will reset monthly based on the formula “85% of the Wall Street Prime Rate”.

Note: The Variable interest rates summarized above will reset each month based on a formula provided by the proposing bank. The figures above show the resulting interest rates calculated using the following respective benchmark rates as of March 1, 2016: Wall Street Prime Rate = 3.50%; 30 Day LIBOR = 0.44%; and 10 Year US Treasury Rate = 1.75%



Comparison of Proposals – Key Terms

Carter Bank & Trust

- **Amount:** Up to \$2 million.
- **Term of Funding Commitment:** 3 years.
- **Interest Rate:** Fixed through final maturity at 2.00%.
- **Prepayment Provisions:** Any time without penalty.
- **Unused Amount Fees:** None.
- **Closing Costs:** No closing fees or fees for the bank's legal Counsel. One-time costs for Bond Counsel and Financial Advisor are estimated at \$20,000 or less

First Bank & Trust

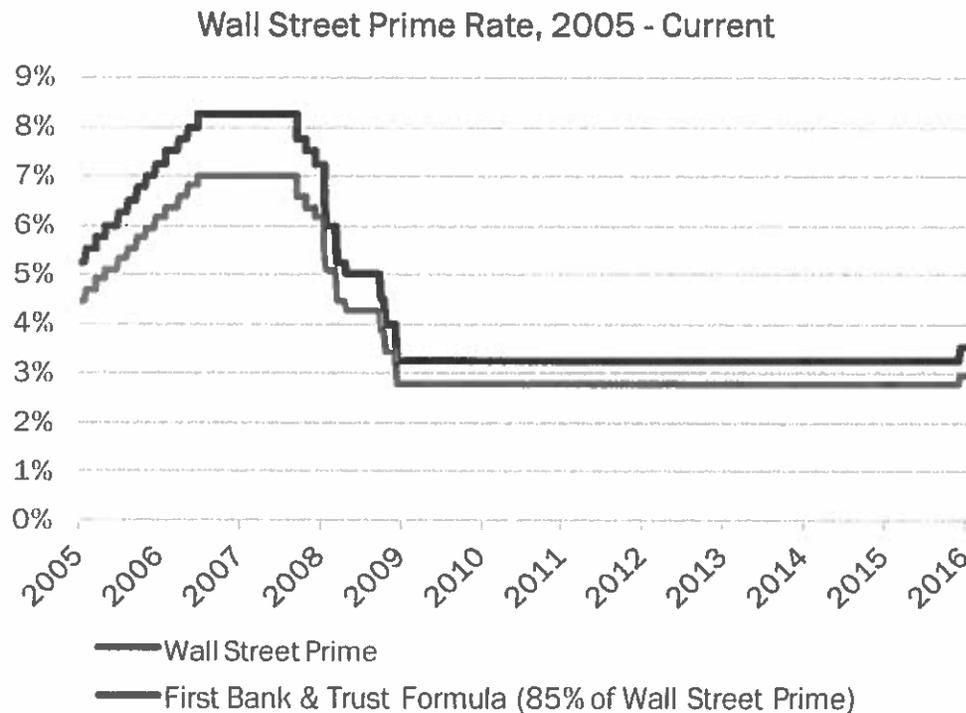
- **Amount:** Up to \$2 million.
- **Term of Funding Commitment:** Up to 4 years. First Bank & Trust would require a credit review at the end of each year to determine if the Line of Credit will be renewed.⁽¹⁾
- **Interest Rate:** Variable, with monthly resets. Interest rate will be determined using the formula "85% of Wall Street Prime Rate."
- **Prepayment Provisions:** Any time without penalty.
- **Unused Amount Fees:** None.
- **Closing Costs:** No closing fees or fees for the bank's legal Counsel. One-time costs for Bond Counsel and Financial Advisor are estimated at \$20,000 or less.
- **Other Considerations:** The City already maintains its primary banking relationship with First Bank & Trust.

(1) First Bank & Trust will notify the City 60 days prior to the end of the annual period regarding its credit review decision. If First Bank & Trust decides not to extend the term of the Line of Credit, all outstanding funds would be due at the end of the annual lending period.



Historical Interest Rates – Wall Street Prime

- First Bank & Trust's interest rate would be calculated and reset each month based on the current Wall Street Prime Rate.
- The Wall Street Prime Rate represents the consensus “prime rate” – an important indicator used by banks to set rates on consumer loans – according to 30 banks surveyed by the Wall Street Journal. The Wall Street Prime Rate was 3.25% from December 2008 through December 2015. In December 2015, the Wall Street Prime Rate increased to 3.50%.
- The graph below shows the Wall Street Prime Rate since 2005 and the corresponding interest rate that would have been calculated under the formula provided in First Bank & Trust’s proposal, i.e. “85% of Wall Street Prime”.



Recommendation and Rationale



- Davenport recommends the City pursue the Line of Credit under the Carter Bank & Trust's three year funding proposal (Option 3).

- Carter Bank & Trust's proposal meets all of the City's desired criteria for the Line of Credit, namely:
 - A favorable interest rate(s);
 - Access to funding of up to \$2 million for up to 3 years;
 - Ability to draw down funds only as needed with no additional fees for the Unused Amount of the Line of Credit; and
 - Prepayment flexibility (any time without penalty).

- Finally, the City would be borrowing from a lending institution with firsthand knowledge of the region and its needs.

Next Steps



<u>Date</u>	<u>Action</u>
Saturday, March 19 (Today)	<u>City Council Work Session.</u> City staff presents results of the RFP process to City Council. City Council schedules Public Hearing for the Line of Credit for the April 19 th meeting of City Council.
Week of March 21	City staff works with Sands Anderson to prepare advertisement of Public Hearing to appear in local newspaper.
Tuesday, April 5	Latest possible date to publish <u>first</u> advertisement for April 19 Public Hearing.
Tuesday, April 12	Latest possible date to publish <u>second</u> advertisement for April 19 Public Hearing.
Tuesday, April 19	<u>Regularly Scheduled Meeting of City Council.</u> City Council holds Public Hearing regarding the Line of Credit and considers formal approval of Authorizing Documents. Davenport presents results of the RFP process to City Council and recommends opening a Line of Credit with Carter Bank & Trust.
By Friday, April 29	Close on Line of Credit.



Appendix

Summary of Proposals



	Carter Bank & Trust			First Bank & Trust
				
	Option 1	Option 2	Option 3	
Maximum Amount	\$2,000,000			\$2,000,000
Security	General Obligation.			General Obligation.
Final Maturity	1 Year.	2 Years.	3 Years.	Annual maturity, annual review with automatic one-year renewal until 4/29/2020 (4 Years).
Interest Rate Mode	Fixed through maturity.			Variable with monthly resets.
Interest Rate Formula	1.80%	1.90%	2.00%	85% of Wall Street Prime Rate
Interest Rate Calculated as of 3/1/2016	1.80%	1.90%	2.00%	2.98% ⁽¹⁾
Interest Payments	Bank to work with the City to determine exact repayment schedule.			Interest payable monthly.
Principal Maturity	Bank to work with the City to determine exact repayment schedule.			Principal matures annually.
Prepayment	Prepayable without penalty at any time.			Prepayable without penalty.
Bank Fees	No bank fees.			No bank fees.
Acceptance / Closing	Commitment will expire on May 6, 2016.			Accept by April 29, 2016. Closing not specified.
Notes and Other Terms & Conditions	Select terms and conditions shown below. See complete proposal for full terms and conditions. City to provide annual audited financials.			Select terms and conditions shown below. See complete proposal for full terms and conditions. City to provide annual audited financials within 120 days of year end.

(1) The Wall Street Prime Rate was 3.50% on March 1, 2016.

Note: Carter Bank & Trust and First Bank & Trust would not require Bank Counsel.

Summary of Proposals, cont.



Powell Valley National Bank				
	 POWELL VALLEY NATIONAL BANK			
	Option 1	Option 2	Option 3	Option 4
Maximum Amount	\$2,000,000			
Security	General Obligation.			
Final Maturity	3 Years.	5 Years.	3 Years.	5 Years.
Interest Rate Mode	Variable with monthly resets.		Fixed through maturity. Set at closing.	
Interest Rate Formula	Wall Street Prime Rate plus 0.25%	Wall Street Prime Rate plus 0.50%	10 Year US Treasury Rate plus 2.50%	10 Year US Treasury Rate plus 3.00%
Interest Rate Calculated as of 3/1/2016	3.75% ⁽¹⁾	4.00% ⁽¹⁾	4.25% ⁽²⁾	4.75% ⁽²⁾
Interest Payments	All interest due at maturity.			
Principal Maturity	All principal due at maturity.			
Prepayment	Prepayable in whole or in part without penalty.			
Bank Fees	No bank fees.			
Acceptance / Closing	Accept by April 30, 2016. Closing not specified.			
Notes and Other Terms & Conditions	Select terms and conditions shown below. See complete proposal for full terms and conditions. City to provide annual audited financials.			

(1) The Wall Street Prime Rate was 3.50% on March 1, 2016.

(2) The 10-Year U.S. Treasury Rate was 1.75% on March 1, 2016.

Note: PVNB proposal does not address requirement of Bank Counsel.

Summary of Proposals, cont.



Virginia Community Capital Bank						
						
	Option A-1	Option A-2	Option B-1	Option B-2	Option C-1	Option C-2
Maximum Amount	\$2,000,000					
Security	General Obligation.					
Final Maturity	1 Year from date of closing.		2 Years from date of closing.		3 Years from date of closing.	
Interest Rate Mode	Fixed through maturity.	Variable with monthly resets.	Fixed through maturity.	Variable with monthly resets.	Fixed through maturity.	Variable with monthly resets.
Interest Rate Formula	2.35%	30 Day LIBOR plus 1.80%	2.55%	30 Day LIBOR plus 1.80%	2.80%	30 Day LIBOR plus 1.80%
Interest Rate Calculated as of 3/1/2016	2.35%	2.24% ⁽¹⁾	2.55%	2.24% ⁽¹⁾	2.80%	2.24% ⁽¹⁾
Interest Payments	Interest payable monthly.					
Principal Maturity	All principal due at maturity.					
Prepayment	There is no penalty associated with early termination of the Line of Credit. Prepayable anytime without penalty.					
Bank Fees	Closing fee of \$2,500. Unused Amount fee of 0.125% payable quarterly.		Closing fee of \$2,500. Unused Amount fee of 0.25% payable quarterly.			
Acceptance / Closing	Accept by March 16, 2016. Close by April 29, 2016.					
Notes and Other Terms & Conditions	Select terms and conditions shown below. See complete proposal for full terms and conditions. It is anticipated that the City will establish a deposit account in a minimum amount of \$50,000 to facilitate advances and pay downs associated with the Line of Credit. ⁽²⁾					

(1) The 30-Day London Interbank Offered Rate (LIBOR) was 0.44% on March 1, 2016.

(2) Per follow-up discussion with Virginia Community Capital.

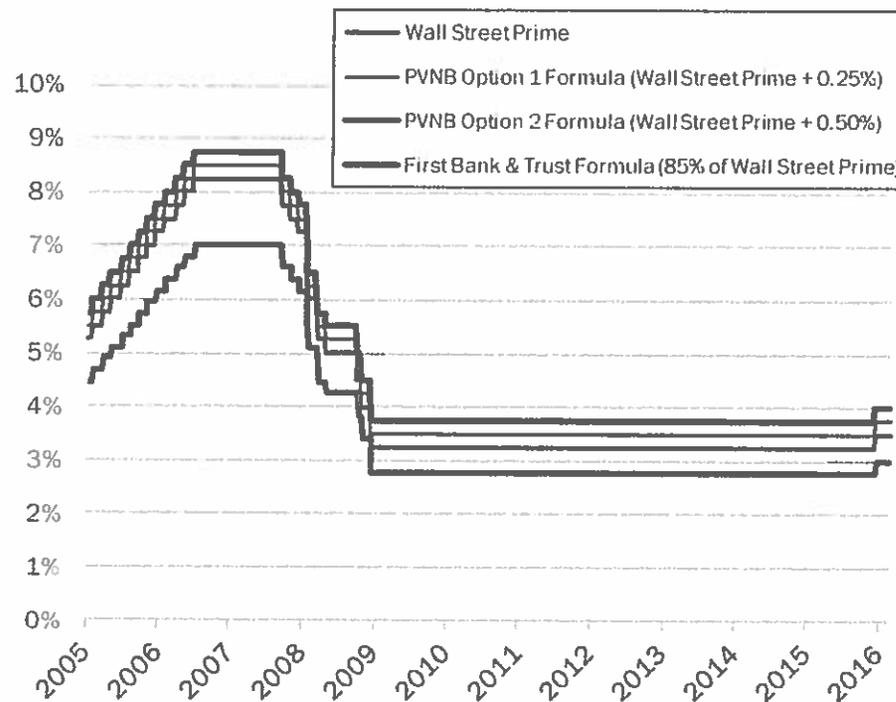
Note: Virginia Community Capital would rely on Sands Anderson as Bank Counsel.

Historical Interest Rates – Wall Street Prime



- The graph below shows the Wall Street Prime Rate since 2005 and the resulting interest rates that would have been calculated under the formulas provided in:
 - First Bank & Trust's variable rate proposal = 85% of Wall Street Prime;
 - PVNB's 3 year, variable rate proposal (Option 1) = Wall Street Prime Rate plus 0.25%; and
 - PVNB's 5 year, variable rate proposal (Option 2) = Wall Street Prime Rate plus 0.50%.

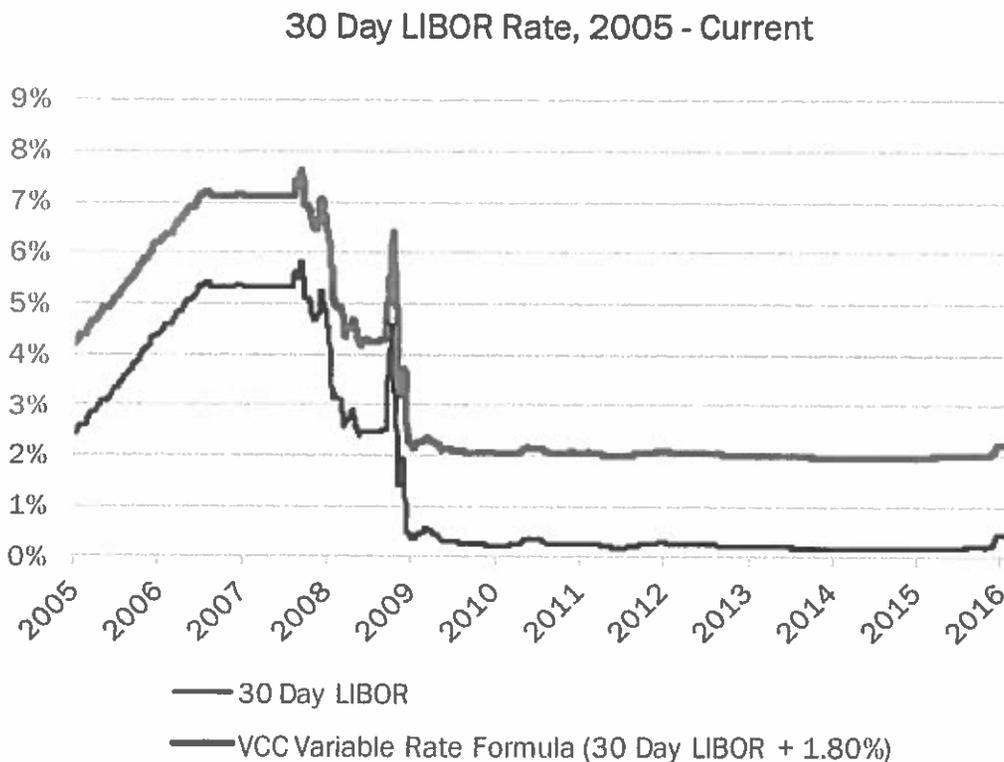
Wall Street Prime Rate, 2005 - Current





Historical Interest Rates – 30 Day LIBOR

- The graph below shows the 30 Day London Interbank Offered Rate (LIBOR) since 2005 and the resulting interest rates that would have been calculated under the formulas provided in:
 - Virginia Community Capital Bank's variable rate proposals = 30 Day LIBOR plus 1.80%.

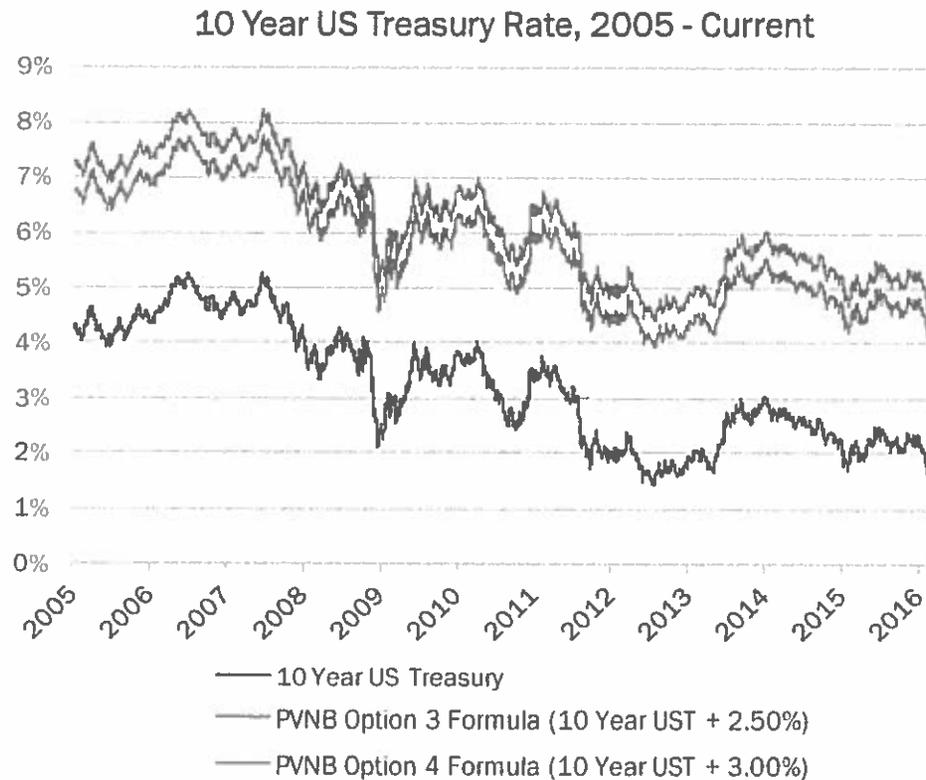




Historical Interest Rates – 10 Year US Treasury

- The graph below shows the 10 Year US Treasury Rate since 2005 and the resulting interest rates that would have been calculated under the formulas provided in:
 - PVNB's 3 year, fixed rate proposal (Option 3) = 10 Year US Treasury Rate plus 2.50%; and
 - PVNB's 5 year, fixed rate proposal (Option 4) = 10 Year US Treasury Rate plus 3.00%.

Note: Both of these rates would be locked in at closing and fixed through final maturity.





Key Features: Direct Bank Loan Approach

- The key characteristics of a Direct Bank Loan financing can be summarized as follows:
 - Davenport, on the City's behalf, distributes a Request for Proposals (RFP) to solicit competitive interest rate proposals from local, regional, and national lenders;
 - Note: Sending out the RFP in no way obligates the City to move forward with a transaction, nor does it cost anything to send out the RFP.
 - The RFP can specify several different loan term and/or structure options for bidders to provide in their proposals;
 - The repayment structure can be tailored to meet the City's cash-flow needs;
 - The entire process could be completed in approximately 45-60 days;
 - The City has the benefit of knowing the terms and conditions before deciding whether or not to move forward;
 - Direct Bank Loans often allow for the ability to prepay loan at any time in whole or in part, and sometimes without penalty.



Municipal Advisor Disclaimer

The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons,

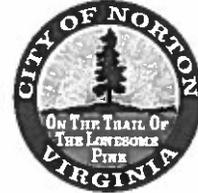
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City of Norton

Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: April 14, 2016
Re: Request by the Norton Electoral Board

Electoral Board Chairman, Mike Brown and City Registrar, Marie Muir will be attending our April 19th meeting to provide additional information regarding the need to purchase new voting equipment..

Thank You.

Members of the Electoral Board, along with the Registrar, have been researching possible options for new voting equipment for use in future elections. The choices have been narrowed down to one vendor. The voting equipment is certified with the Virginia Department of Elections, and is now being used by 18 counties and 5 cities in the Commonwealth.

This voting equipment, along with others, has been demonstrated at meetings held by the Department of Elections, and we have recently had a demonstration in Norton with Electoral Board Members, and two election officials.

SOME BENEFITS OF THE DS200 AND EXPRESSVOTE:

- The Express Vote is fully ADA compliant
- It can be used for in-person Absentee voting, and in the precinct on election day
- The DS200 Scanner & Tabulator simplifies the process for voters and election officials
- Cost of printing ballots are half of our current price
- It is one of the least expensive systems to own on an annual basis

We are concerned about the age of all of the voting equipment in our inventory, (we have had our optical scan for 19 years, and the DRE/Touchscreen for 11 years), and we did experience voting equipment failures in the March 1, Dual Presidential Primary. Our voters cast their votes using a paper ballot, but voiced their displeasure, because they prefer the DRE/Touchscreen.

FOLLOWING IS A HISTORY OF OUR VOTING EQUIPMENT:

12/14/2005

We received delivery of ADA compliant voting equipment. (Touchscreen) This was paid for by the Help America Vote Act (HAVA). We have two touchscreens; one used as Absentee-in-Person voting, (which is mandated), and one is used in the precinct.

This voting equipment is 11 years old this year.

6/26/1997

The City purchased the Optical Scan Voting Equipment for \$14,514.00; paid fully by the City. We purchased 3 units; one for each precinct, (when there were 2), and used one as a backup. Included in this purchase were 2 ballot boxes. In December, we will have had this voting equipment for 19 years.

As of now, one unit does not function, which leaves us with one for the precinct and one as a backup.

Before the Optical Scan, we were using AVM K-30 Voting Machines. On this equipment, a lever was pushed to select a candidate.

The AVM voting equipment was sold to Russell County on 4/07/1998.

Unfortunately, we have been informed that no funding is available for voting equipment purchases from the State of Virginia or HAVA (Help America Vote Act).

Currently, there is legislation being pushed, that will phase out DRE (Direct Recording Electronic) equipment in the near future, however, per code of Virginia 24.2-626 states that

On and after July 1, 2007, no county or city shall acquire any direct recording electronic machine (DRE) for use in elections in the county or city except as provided herein:

DRE's acquired prior to July 1, 2007, may be used in Election in the County or City for the remainder of their useful life.

In the last few years, we have seen a push to transition from direct recording electronic equipment to optical/digital scan equipment. We have been informed that the State Board of Elections is in favor of supporting the bills to phase out the DRE. Their goal is for all localities to use optical/digital scan equipment.

While the above mentioned legislation doesn't affect the City of Norton's voting equipment, (as we use both Optical Scan & DRE, whose use is protected by 24.2.626), we must address the issue of aging equipment that results in equipment failure, and we must remain compliant with the Virginia Department of Elections.

We are required, by law, to have one scanner per precinct. (this includes Absentee-In-Person), one accessible voting equipment per precinct, including Absentee-In-Person. The accessible can be used for Absentee-In-Person, and then also used at the Precinct on Election Day. The quote includes a backup scanner.

Our number one priority is to provide voters of the City of Norton with a fair and trustworthy election.

Attached is:

- A purchase proposal quote. Please note that leasing and financing is available, and ES&S will make a Trade-In Allowance for our used equipment
- Attachment A to Agreement between the Virginia Department of General Services and Election Systems & Software, LLC
- Sections from the Virginia Election Laws pertaining to voting equipment
- A contract between the Commonwealth of Virginia and Election Systems & Software, LLC
- General Terms and Conditions from the Department of General Services
- A sample letter (to Bland County) providing information about the relationship between Election Systems & Software, and PrintElect



City of Norton, Virginia
Purchase Proposal Quote
 Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
Hardware		
Model DS200 Precinct Scanner:		
2	Model DS200 (Includes Scanner, Plastic Ballot Box with Steel Door and e-Bin, Back-Up Battery, Reverse Wound Paper Roll, 4GB Jump Drive, and One (1) Year Warranty)	\$11,672.50
1	Model DS200 WITHOUT Ballot Box (Includes Scanner, Carrying Case, Back-Up Battery, Reverse Wound Paper Roll, 4GB Jump Drive, and One (1) Year Warranty)	\$5,379.50
1	Tote Bin	\$152.25
4	4GB Jump Drive (Additional)	\$365.40
ExpressVote:		
2	ExpressVote Unit Including Soft-Sided Case, Detachable ADA Keypad, 4GB Flash Drive, Back-Up Battery, Headphones, and One (1) Year Warranty	\$7,105.00
2	DS200 Paper Guide	\$0.00
Sub-Total Hardware		\$24,674.65
Services		
2	Project Management	\$3,197.25
X	1 Year Hardware and Software Warranty	Included
Sub-Total Services		\$4,795.88
Other		
X	Shipping and Handling	\$431.38
Total Purchase Price Before Additional Discounts and Trade-In Allowances		\$29,901.90
X	Early Mover Discount and Trade-In Allowance	(\$2,101.39)
Equipment Being Traded-In by Customer Includes: 3-AccuVote OS Scanner with Ballot Box		
Net Purchase Price		\$27,800.51

Lease/Purchase Financing Options:	Annual Pmt
Annual Payment for a Three (3) Year Term	\$9,921.59
Annual Payment for a Four (4) Year Term	\$7,720.22
Annual Payment for a Five (5) Year Term	\$6,413.98

Lease/Purchase Financing Notes:

1. ES&S is able to provide direct financing for the Total Purchase Price.
2. First Payment due at contract execution and annually thereafter.
3. Payments do not include Annual Post-Warranty License and Maintenance and Support Fees which will be invoiced separately.

Annual Post-Warranty License and Maintenance and Support Fees
 (Fees are Based Upon a 5-Year Customer Commitment to Subscribe to the Following Services)

Annual Post-Warranty Hardware Maintenance and Support Fees:	Annual Pmt
3 HMA DS200 - Gold Coverage (Annual Maintenance)	\$525.00
2 HMA ExpressVote - Gold Coverage (Annual Maintenance)	\$230.00



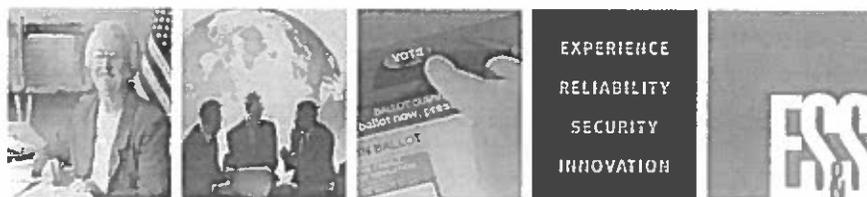
City of Norton, Virginia
Purchase Proposal Quote
 Submitted by *Election Systems & Software*

Purchase Solution Includes:

Quantity	Item Description	Price
	Annual Post-Warranty Firmware License and Maintenance and Support Fees:	
3	Firmware License - DS200	\$228.38
2	Firmware License - ExpressVote	\$101.50
	Total Annual Post-Warranty License and Maintenance and Support Fees	<u>\$1,084.88</u>

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Customer is responsible for packaging the trade-in equipment for shipment. ES&S will coordinate the pickup of the trade-in equipment and unless otherwise agreed to by the parties, such equipment will be picked up at the time of delivery of the new equipment.



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ESS

**Election Systems
& Software**

MAINTAINING VOTER CONFIDENCE.
ENHANCING THE VOTING EXPERIENCE.

Ballot Layout, Coding, and Voice File Fees

Description	Fee Per Election
Paper Ballot Layout (Price per Ballot Face)	
English and Spanish (combined):	
1 to 500 Faces	\$33.10
501 or more Faces	\$27.55
Languages other than English/Spanish	
1 to 500 Faces, per Language	\$66.15
501 or more Faces, per Language	\$55.15
Base Charge for Ballot On Demand (BOD)	\$517.05

Electronic Screen Layout - AutoMARK or iVotronic	
English and Spanish (combined):	
Per Ballot Style, or precinct, whichever is greater	\$19.85
Languages other than English/Spanish	
Per Ballot Style, or precinct, whichever is greater	\$39.70

Notes:

1. Electronic Screen Layout does NOT apply to AutoMARK customers when ES&S performs paper ballot layout and voice file services.

Programming Services	
Base Charge per Equipment Type	\$482.35
Base Charge for ERM file set-up	\$482.35
Ballot types created (open primary or multiple-page ballots)	\$68.95
Precincts (for every precinct in the election)	\$6.90
Splits (for every additional ballot style within a precinct.)	\$6.90
Ballot Face Configurations (every unique ballot face in the election)	\$13.80
Contest / Issue Entries (total number of contests, referenda, questions, and/or propositions in the election)	\$16.55
Candidate / Response Entries (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$6.90
Headers (Central Tabulators)	\$1.95
Re-Coding Fees	\$482.35 + applicable fee for each changed element

Voice Files per iVotronic and AutoMARK Equipment Type	
Language Setup Charge - English	\$314.20
Language Setup Charge - Spanish	\$314.20
Language Setup Charge - All Other languages	\$474.10
Political Parties	\$6.40
Ballot Faces	\$12.90
Contests / Issues	\$12.90
Candidates / Yes-No Responses	\$8.95
Propositions / Amendments / Instructions	\$18.95
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.34



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& Software**

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Ballot Layout, Coding, and Voice File Fees

Description	Fee Per Election
Resubmission	\$314.20 for English & Spanish and \$474.10 (for each additional language), plus the applicable fee for each element changed for each language

Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)	
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, and Jump Drives)	\$11.05
Electronic transfer files (charge per county, per election)	\$137.80
SOS Media	\$55.15
.pdf File Extraction (per Style)	\$5.50
Sample Ballot Creation	\$31.50
Publication Ballot Creation	\$157.50
ESSIM Test Deck Creation (does not include print costs)	\$275.65
Auto Test Deck PDF Creation (\$10.00 per Style. Minumum Charge of \$150.00.)	\$10.50
Ballot Assignment Chart	\$385.90
Download Results From Media	\$56.80
ERM State Utility File	\$385.90

City of Norton



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: April 14, 2016
Re: US Forest Service Plans for Nettle Patch

US Forest District Ranger Barry Garten will provide City Council with an overview of their plans for the Nettle Patch Project Area.

Thank You.



United States
Department of
Agriculture

Forest
Service

Region 8
Southern Region
George Washington and
Jefferson National Forest
Clinch Ranger District

1700 Park Avenue SW
Norton, VA 24273-1618
(276) 679-8370
(276) 679-8374 (Fax)

File Code: 1950

Date: April 1, 2016

Route To: *

Subject: Clinch Ranger District Nettle Patch Project

To: Interested and Affected Individuals

INTRODUCTION

The Clinch Ranger District of the George Washington and Jefferson National Forests is proposing vegetative management activities in Nettle Patch area on the National Forest System lands within the Nettle Patch Project Area (Project Area). The Nettle Patch Project proposes the following activities: wildlife habitat improvement projects, including upland opening maintenance and snag creation; timber harvest treatments; timber stand improvement projects, including stand improvement projects /crop tree release and midstory removal using a combination of mechanical and herbicide treatment methods; possible southern yellow pine planting; prescribed fire; and non-native invasive plant species control.

PROJECT LOCATION

The Nettle Patch Project Area is located on the National Forest Service System (NFS) lands within the Clinch Ranger District of the George Washington and Jefferson National Forest (GWJNF) in Wise County Virginia. The Nettle Patch Project Area is divided into Compartments 2042-2044 and 2059. The Project Area contains approximately 7,464 acres, which comprises of approximately 6,693 acres of National Forest System lands and 771 acres of excluded private land. The Project Area size and project activity acreages were estimated using Geographic Information System (GIS) acreage. The attached maps display the Project Area vicinity, Project Area boundary, roads and trails, and the rough location of the proposed treatments within the Nettle Patch Project Area.

MANAGEMENT DIRECTION

The Jefferson National Forest 2004 Revised Land and Resource Management Plan (Forest Plan) provides a programmatic framework regarding allocation of land and the measures necessary to protect National Forest resources. The Forest Plan identifies land allocations, goals, desired conditions, objectives and standards designed to accomplish the desired future condition for each Management Area (MA). The Nettle Patch Project falls entirely in the Clinch River Management Area. Each Management Area has different attributes that require a slightly different management emphasis. These differences are reflected in the Management Prescriptions applied to each area. The Nettle Patch Project lies on four separate Forest Plan Management Prescriptions. These Management Prescriptions are 6C Old – Growth Forest Communities Associated with Disturbance, 7B Scenic Corridors, 8A1 Mix of Successional Habitats in Forested Landscapes and 9H Management, Maintenance and Restoration of Forest

Communities. The majority of the Project Area is located within the 8A1 Mix of Successional Habitats in Forest Landscapes and 9H Management, Maintenance and Restoration in Forest Communities. The Purpose of the Management Prescriptions as described in the Forest Plan includes the following:

- 6C Old Growth Forest Communities Associated with Disturbances – This prescription is part of an overall network of large (2,500+ acres), medium (100 to 2,499 acres), and small old growth patches associated with a disturbance regime. Management of these areas emphasizes protection, restoration, and management of old growth forests and their associated wildlife, botanical, recreational, scientific, educational, cultural, and spiritual values. Within this prescription, most of the area will contain forest communities where no forest management activities or intervention will take place. On a smaller portion of the area, forest management activities are allowed in order to restore or maintain old-growth conditions (Forest Plan, pp. 3-81 through 3 – 84).
- 7B Scenic Corridors – The emphasis is on providing, through maintenance or restoration and design, high quality scenery in sensitive recreational and travelway settings. Examples include areas adjacent to "gateway" communities, areas around lakes, rivers, and "backdrop" areas viewed from State-designated byways and major travelways (Forest Plan, pp. 3-88 through 3 – 92).
- 8A1 Mix of Successional Habitats in Forested Landscapes – These areas provide a mix of habitats for plants and animals associated with mid- to late-successional forest habitats. Management activities are designed to: 1) retain forest cover across the prescription area; 2) increase spatial heterogeneity by increasing both early and late successional habitat conditions; 3) increase vertical vegetative diversity (canopy, sub-canopy, shrub, herbaceous layers all present and fairly well developed); 4) maintain or enhance hard and soft mast production; and 5) limit motorized access across the prescription area (Forest Plan, pp. 3-112 through 3 – 116).
- 9H Management, Maintenance and Restoration in Forest Communities – The emphasis of this management prescription is to restore and maintain the potential natural vegetation predicted as most likely to occur in each landtype and landtype phase based on ecological potential (Forest Plan, pp. 3-172 through 3 – 175).
- 11 Riparian Corridors - These areas are managed to maintain, restore and/or enhance the inherent ecological processes and functions of the associated aquatic, riparian, and upland components along all perennial and intermittent stream channels that show signs of scour, and around natural ponds, lakeshores, wetlands, springs and seeps. Vegetation management activities may take place to maintain, restore, and/or enhance the diversity and complexity of native vegetation, rehabilitate both natural and human-caused disturbances, provide habitat improvements for aquatic and riparian-associated wildlife species (including migratory birds), provide for visitor safety, or to accommodate appropriate recreational uses (Forest Plan, pp. 3-178 through 3-181).

PURPOSE AND NEED

The Purpose and Need for a project is arrived at by addressing the difference between the existing condition and the desired condition. The Purpose and Need of the Nettle Patch Project is to accomplish the following project objectives while meeting the goals and objectives of the Forest Plan for each Management Prescription within the Clinch River Management Area.

- ❖ **Project Objective – Provide early successional habitat, maintain hard and soft mast production and increase forest structure diversity.**

Existing Condition: Many mixed hardwood stands in the Project Area are gradually converting towards later successional shade tolerant species, such as maple and beech. Very large tracts of continuous forest are decreasing in vertical vegetative structure, narrowing the diversity of wildlife able to take advantage of the benefits provided by the Forest. A variety of tree species are encroaching on the limited existing upland openings within the Project Area, contributing to the gradual loss of shrubs and grasses needed by many game and non-game species. Areas that were once dominated by early successional, shade intolerant yellow pine such as shortleaf and pitch pine are being lost due to insect attacks and encroachment of mountain laurel and rhododendron.

Desired Condition: A mix of forest communities varying by the landtype association is sustained with diverse composition and stocking within the Project Area, contributing to the establishment of shrubs and grasses needed by many game and non-game species. A mix of successional stages dispersed throughout.

Need: There is a need to increase structural heterogeneity and improve early successional habitat while maintaining the resiliency of the mid and late seral successional habitat. There is a need to create and maintain upland openings to prevent the encroachment of tree species, and stimulate the growth of opening vegetation, berry-producing shrubs and mast producing trees for wildlife habitat diversity.

- ❖ **Project Objective – Sustain forest and ecosystem health.**

Existing Condition: Overstocked stands exhibiting reduced growth rates are susceptible to insect and disease infestations. Structural diversity across the stands within the Project Area is limited. Competition for sun, water and nutrients is reducing the growth of the trees and greatly reducing the regeneration of early successional yellow pines and other important mast producing species where found in their respective sites. Non-native, invasive plants, such as autumn olive, multiflora rose and tree-of-heaven have been identified within the Project Area.

Desired Condition: A resilient ecosystem characterized by overall structural heterogeneity across multiple spatial scales. Growth rates begin to rise. Regeneration of pines and important mast producing species such as oaks frequently occurs on appropriate sites. The presence and spread of non-native, invasive plants is limited.

Need: There is a need to reduce stand density and open the canopy in the Project Area to sustain forest health, facilitate pine and oak regeneration, increase tree vigor and growth, improve wildlife habitat, enhance vegetative diversity and minimize insect and disease attacks. There is a need to reduce current infestations and future spread of non-native, invasive plants.

❖ **Project Objective – Improve dispersed recreation opportunities and settings.**

Existing Condition: Densely stocked stands with little or low diversity between stands are limiting the diversity of wildlife based recreational opportunities.

Desired Condition: A heterogeneous forest structure, within individual stands and from stand to stand, throughout the Project Area, providing opportunities for a wide array of wildlife based recreational opportunities. Such as hunting, wildlife viewing and dispersed camping recreation.

Need: There is a need to provide for a wide array of wildlife habitats to increase a variety of wildlife based recreational opportunities while maintaining scenic integrity of certain view sheds.

Detailed Existing Conditions Compared to the Desired Condition

For the analysis of successional habitat across the project area, the acres associated with the project area (Rx 9.H, Rx 8.A.1, Rx 7.B, RX 6C and the acres of RX 11 riparian habitat within the contiguous block for a total of 7,464 forested acres) are included in comparing the existing condition to the desired condition.

Some key goals for the project area are to; Goal 10 “Maintain and restore rare communities found on Jefferson National Forest Lands” (Forest Plan pg. 2-19), Goal 12 “Manage forest ecosystems to maintain or restore composition (mix of species), structure (age class distribution), and function (resulting benefits to the ecosystem and humans) within desired ranges of variability” (Forest Plan pg. 2-24), and Goal 15 “Where forest management activities are needed and appropriate to achieve the desired composition, structure, function, productivity, and sustainability of forest ecosystems; a result of such activities will also be to provide a stable supply of wood products for local needs.” (Forest Plan pg. 2 -32). Two objectives are; Objective 12.02 “Restore 1,300 acres of open woodland and grassland complexes within the Xeric Pine and Pine-Oak Forest and Woodland community on the Jefferson National Forest over the planning period, including 700 acres of Table Mountain pine. Maintain 41,500 acres of Xeric Pine and Pine-Oak Forest and Woodland community, sustaining 10-12% in an early/late successional woodland condition by the end of the planning period” and Objective 12.05 “Maintain existing Dry-Mesic Oak, Dry and Dry-Mesic Oak-Pine, Dry and Xeric Oak Forest communities through a combination of timber harvest, prescribed burning, and wildland fire use across 28,000 acres per decade.” (Forest Plan pg. 2-24).

As shown in Table 1, the forested habitat (6,687 acres) in the project area is skewed to the older successional habitats; approximately 71% of the forested area is in late successional habitat and there are no acres of early successional habitat. Approximately 11% is in sapling/pole condition

and 13% of the area is within mid-successional habitat. In addition, approximately 6% of the area is considered old for its corresponding community type.

Table 1. Existing Successional Habitats within the Forested Project Area.

<u>Community Type</u>	<u>Forest Types within Community Type</u>	<u>Major Forest Community</u>	<u>Gross Acres</u>	<u>Early successional (Acres) %</u>	<u>Sapling/ Pole (Acres) %</u>	<u>Mid-Successional (Acres) %</u>	<u>Late-Successional (Acres) %</u>	<u>Old (Acres) %</u>
Northern Hardwood Forest	Sugar maple-Beech-Yellow birch (CISC 81)	Mesic Deciduous Forest	144	0	32	0	0	112
				0%	22%	0%	0%	78%
Mixed Mesophytic Forest	Cove hardwood-White pine-Hemlock (CISC 41), Yellow poplar (CISC 50), Yellow poplar-White oak-Red oak (CISC 56), Black walnut (CISC 82)	Mesic Deciduous Forest	2,792	0	245	404	2,143	0
				0%	9%	14%	77%	0%
Dry-Mesic Oak Forest	Post oak-Black oak (CISC 51), White oak-Red oak-Hickory (CISC 53), White oak (CISC 54), Northern red oak-Hickory (CISC 55)	Oak and Oak-Pine Forests	3,331	0	449	388	2,383	111
				0%	13%	12%	72%	3%
Dry and Xeric Oak Forest, Woodland, and Savanna	Chestnut oak (CISC 52), Scrub oaks (CISC 57), Scarlet oak (CISC 59), Chestnut oak-Scarlet oak (CISC 60)	Oak and Oak-Pine Forests	420	0	0	68	190	162
				0%	0%	16%	45%	39%
Total		Total	6,687	0	726	860	4,716	385
				0%	11%	13%	71%	6%

Table 2 shows the goals and objectives compared to the existing condition and the desired condition for the sale area across all Management Prescriptions. It is the difference between what exist on the landscape today and what is described in the Forest Plan as the Desired Condition that forms the need for this proposal in the Management Prescription. The Existing Condition is based on age classes or corresponding stand conditions at the beginning of 2016.

Table 2. Project Area Goals and Objectives and Existing Habitat Conditions.

Goal/Objective Number	Desired for the Project Area	Existing Condition Within Project Area	Opportunity or Need Within Project Area (Desired)
Goal 12	Manage forest ecosystems to maintain or restore composition (mix of species), structure (age class distribution), and function (resulting benefits to the ecosystem and humans) within desired ranges of variability.	Project Area moving towards shade tolerant and more competitive species. See Table 1 for Structure	1,505 acres of harvest, 1,142 acres of release and weeding and 1,455 acres of Rx fire
Objective 12.05	Maintain existing Dry-Mesic Oak, Dry and Dry-Mesic Oak-Pine, Dry and Xeric Oak Forest communities through a combination of timber harvest, prescribed burning, and wildland fire use across 28,000 acres per decade.	3,751 acres within project area	631 acres of thinning and 1,118 acres of Rx fire
Goal 15	Where forest management activities are needed and appropriate to achieve the desired composition, structure, function, productivity, and sustainability of forest ecosystems; a result of such activities will also be to provide a stable supply of wood products for local needs.	NA	1,505 acres of commercial activities

Management Rx 8.A.1 has four objectives to be used to measure how well management actions achieve the goals and desired condition for this management prescription; 8A1-OBJ1 “Maintain a minimum of sixty percent of the area greater than 40 years of age”, 8A1-OBJ2 “Maintain a minimum of twenty percent of the area in late-successional to old growth forest conditions greater than 100 years of age”, 8A1-OBJ3 “Maintain a minimum of 4 percent of the prescription area in early successional forest habitat conditions (stand age less than 10 years, openings greater than 2 acres in size and greater”, and 8A1-OBJ4 “Maintain an open road density at or below 1.25 miles per square mile (applies to National Forest System roads only).” (Forest Plan pg. 3-104).

As shown in Table 3, the forested habitat (3,348 acres) in the Management Rx 8A.1 area is also skewed to the older successional habitat; approximately 63% of the forested area is in late successional habitat and there are 0 acres within early successional habitat. Approximately 17 % is in sapling/pole condition and 16 % of the area is within mid-successional habitat. In addition, approximately 5% of the area is considered old for its corresponding community type.

Table 3. Existing Successional Habitats within the Rx 8.A.1 area of the Project.

<u>Community Type</u>	<u>Forest Types within Community Type</u>	<u>Major Forest Community</u>	<u>Gross Acres</u>	Early successional (Acres) %	Sapling/ Pole (Acres) %	Mid-Successional (Acres) %	Late-Successional (Acres) %	Old (Acres) %
Northern Hardwood Forest	Sugar maple-Beech-Yellow birch (CISC 81)	Mesic Deciduous Forest	142	0	32	0	0	110
				0%	23%	0%	0%	77%
Mixed Mesophytic Forest	Cove hardwood-White pine-Hemlock (CISC 41), Yellow poplar (CISC 50), Yellow poplar-White oak-Red oak (CISC 56), Black walnut (CISC 82)	Mesic Deciduous Forest	1,230	0	181	356	693	0
				0%	15%	29%	56%	0%
Dry-Mesic Oak Forest	Post oak-Black oak (CISC 51), White oak-Red oak-Hickory (CISC 53), White oak (CISC 54), Northern red oak-Hickory (CISC 55)	Oak and Oak-Pine Forests	1,851	0	341	171	1,282	57
				0%	18%	9%	69%	3%
Dry and Xeric Oak Forest, Woodland, and Savanna	Chestnut oak (CISC 52), Scrub oaks (CISC 57), Scarlet oak (CISC 59), Chestnut oak-Scarlet oak (CISC 60)	Oak and Oak-Pine Forests	125	0	0	0	125	0
				0%	0%	0%	100%	0%
Total		Total	3,348	0	554	527	2,100	167
				0%	17%	16%	63%	5%

Table 4 shows the objectives compared to the existing condition and the desired condition for stands in the Management Prescription 8.A.1. It is the difference between what exist on the landscape today and what is described in the Forest Plan as the Desired Condition that forms the need for this proposal in this Management Prescription. The Existing Condition is based on age classes or corresponding stand conditions at the beginning of 2016.

Table 4. Management Prescription 8.A.1 Objective and Existing Project Area Habitat Conditions.

8.A.1 Objective Number	Desired for the Contiguous Rx Area	Existing Condition Within 8.A.1 Rx Analysis Area	Opportunity or Need Within 8.A.1 Rx Area (Desired)
8.A.1- OBJ3	Maintain a minimum of 4 percent of the prescription area in early successional forest habitat conditions (stand age less than 10 years, openings 2 acres in size and greater)	0 percent of the prescription area is in early successional forest habitat	We have a need to convert at a minimum of 4 % of the prescription area into early successional habitat.

Management Rx 9.H has a few key standards to be used to measure how well management actions achieve the goals and desired condition for this management prescription; 9H-004 “4 to 10 percent of the prescription area consists of a dispersed system of transitory openings created through vegetative management activities”, 9H-005 “Maintain and restore southern yellow pine forest communities through artificial and natural regenerations”, 9H-006 “Regenerate pine-hardwood forest types artificially or naturally to mixed pine-hardwoods or native species to retain the pine component”, 9H-007 “proactively manage species composition and tree vigor in stands at a level that reduces susceptibility to damage from insect and disease infestations and other forest health problems like oak decline. Suppress native and non-native insects and diseases using an integrated pest management approach” and 9H-012 “Regeneration harvest areas may occupy up to 16 percent of a project analysis area in order to provide 4-10 percent of and individual contiguous management prescription area in early successional forest habitat conditions and to cluster these conditions on the landscape.” (Forest Plan pg. 3-174).

As shown in Table 5, the forested habitat (2,650 acres) in the Management Rx 9.H area is also skewed to the older successional habitat; approximately 76% of the forested area is in late successional habitat and there are 0 acres within early successional habitat. Approximately 5 % is in sapling/pole condition and 11 % of the area is within mid-successional habitat. In addition, approximately 8% of the area is considered old for its corresponding community type.

Table 5. Existing Successional Habitats within the Rx 9.H area of the Project.

<u>Community Type</u>	<u>Forest Types within Community Type</u>	<u>Major Forest Community</u>	<u>Gross Acres</u>	<u>Early successional (Acres) %</u>	<u>Sapling/ Pole (Acres) %</u>	<u>Mid-Successional (Acres) %</u>	<u>Late-Successional (Acres) %</u>	<u>Old (Acres) %</u>
Northern Hardwood Forest	Sugar maple-Beech-Yellow birch (CISC 81)	Mesic Deciduous Forest	0	NA	NA	NA	NA	NA
				NA	NA	NA	NA	NA
Mixed Mesophytic Forest	Cove hardwood-White pine-Hemlock (CISC 41), Yellow poplar (CISC 50), Yellow poplar-White oak-Red oak (CISC 56), Black walnut (CISC 82)	Mesic Deciduous Forest	1,068	0	32	42	994	0
				0%	3%	4%	93%	0%
Dry-Mesic Oak Forest	Post oak-Black oak (CISC 51), White oak-Red oak-Hickory (CISC 53), White oak (CISC 54), Northern red oak-Hickory (CISC 55)	Oak and Oak-Pine Forests	1,327	0	107	171	995	54
				0%	8%	13%	75%	4%
Dry and Xeric Oak Forest, Woodland, and Savanna	Chestnut oak (CISC 52), Scrub oaks (CISC 57), Scarlet oak (CISC 59), Chestnut oak-Scarlet oak (CISC 60)	Oak and Oak-Pine Forests	255	0	0	68	30	157
				0%	0%	27%	12%	62%
Total			2,650	0	139	281	2,019	211
				0%	5%	11%	76%	8%

Table 6 shows the standards compared to the existing condition and the desired condition for the 9.H Management Prescription. It is the difference between what exists on the landscape today and what is described in the Forest Plan as the Desired Condition that forms the need for management in this management prescription. The Existing Condition is based on age classes or corresponding stand conditions at the beginning of 2016.

Table 6. Management Prescription 9.H Objective and Existing Project Area Habitat Conditions.

9.H Objective Number	Desired for the Contiguous Rx Area	Existing Condition Within 9.H Rx Analysis Area	Opportunity or Need Within 9.H Rx Area (Desired)
9.H-005	Maintain and restore southern yellow pine forest communities through artificial or natural regeneration.	1,582 acres within project area	276 acres of thinning and 1,118 acres of Rx fire to facilitate regeneration of native pines. 102 acres of under planting native pines (if needed).
9.H-006	Regenerate pine-hardwood forest types artificially or naturally to mixed pine/hardwood stands of native species to retain the pine component.	1,582 acres within project area	276 acres of thinning and 1,118 acres of Rx fire to facilitate regeneration of native pines. 102 acres of under planting native pines (if needed).
9.H-007	Proactively manage species composition and tree vigor in stands that reduces susceptibility to damage from insect and disease infestations and other forest health problems like oak decline. Suppress native and non-native insects and diseases using an integrated pest management approach.	2,650 acres of forest within the project area	We have a need to reduce stocking to reduce susceptibility to insect attacks and disease while simultaneously improving tree vigor.
9.H-012	Regeneration harvest may occupy up to 16 percent of a project area in order to provide 4-10 percent of an individual contiguous management prescription area in early successional forest habitat conditions and to cluster these conditions on the landscape.	0 percent of the prescription area is in early successional forest habitat	We have a need to convert at a minimum of 4 % of the prescription area into early successional habitat.

PROPOSED ACTION

The Proposed Action identifies specific management activities that would be implemented to achieve the Purpose and Need objectives. The following lists the proposed actions to accomplish each project objective.

Project Objective – Provide early successional habitat, maintain hard and soft mast production and increase forest structure diversity.

Project Objective – Improve dispersed recreation opportunities and settings.

- ❖ 631 acres of even-aged regeneration to increase early successional habitat. Individual size of these treatments will not exceed 40 acres.
- ❖ Stand Improvement/mechanical and pesticide application of 464 acres of shade tolerant mid and understory to provide diffuse sunlight required for oak regeneration culturing.
- ❖ 1155 acres of Prescribe fire treatment and site prep to facilitate yellow pine and oak potential regeneration, maintain the yellow pine forest type, and improve wildlife habitat.
- ❖ Conduct timber stand improvement/reforestation in an estimated 102 acres by under planting additional yellow pine species if necessary.

Project Objective – Sustain forest and ecosystem health.

Project Objective – Improve dispersed recreation opportunities and settings.

- ❖ Thin stands to initiate establishment of advance regeneration, provide current and future wood products, sustain forest health, reduce competition for sunlight, water, and soil nutrients promote the establishment of hardwood regeneration, and improve wildlife habitat and visual diversity. The following treatments are proposed: 598 acres of commercial thinning, 276 acres of commercial thinning for woodland management, and 678 acres of non-commercial Stand Improvement/Crop Tree Release (CTR).
- ❖ Non-native, invasive plant species are located in stands scattered across the Project Area. Treat non-native, invasive plant populations or individuals to reduce current infestations and future spread in order to sustain forest productivity. Proposed invasive plant control methods include manual and mechanical removal, and spot treatment with herbicide.

While there are additional stands within the Project Area, we have limited this project to the activities that would be reasonable to complete. **The Proposed Action is only one approach to meeting the Purpose and Need objectives for this project.** Using the comments received from this document, we may develop additional alternatives to the one proposed.

Table 7 Proposed Action Summary Table

Silvicultural Treatment	Logging Method (Acres)		Total
	Cable	Ground	
Shelterwood w/ reserves	37	594	631
Thinning (Preparatory Treatments)	0	598	598
Thinning (Woodland)	80	196	276
	117	1384	1505

Release and weeding	Methods		
	Mechanical	Pesticide	Acres
Understory oak culturing (Midstory)	Yes	Yes	464
Crop tree release (CTR)	Yes	Yes	678
Non Native Invasive Species (NNIS)	Yes	Yes	102*

*Note: Estimated Treatment Acres

Silvicultural Treatment	Method	Acres
Prescribed fire (Woodland)	Fire	1118
Prescribed fire (Site prep)	Fire	337

Road Management (miles)

Temp Roads	Reconstruction	New
.8	3	0

SCOPE OF ANALYSIS

The Final Environmental Impact Statement for the Forest Plan will be tiered to and will guide this analysis. Together with the Forest Plan, these documents provide the programmatic, or first, level of the two level decision process adopted by the Forest Service. These documents satisfy many requirements of the National Forest Management Act (NFMA 1976) while providing programmatic guidance.

All of these documents are available for review at either the George Washington and Jefferson National Forests Supervisor's Office, 5162 Valleypointe Parkway, Roanoke VA 24019 or the Clinch Ranger District Office, 1700 Park Ave, SW 24273.

DECISION FRAMEWORK

This analysis will follow the National Environmental Policy Act (NEPA) procedures and will be used to determine if there would be any significant environmental effects to the alternatives being considered. Based on the stated purpose and need, the deciding official, Barry Garten, will review the analysis in the environmental assessment to be written for this project and decide the following:

Should vegetative treatments be carried out in the project area at this time? If so, what are the most appropriate treatment methods and what specific areas should be treated? What roads, if any, are needed to access the treatment areas? Should a more detailed Environmental Impact Statement be prepared?

POTENTIAL ISSUES AND EXISTING RESOURCES

The following issues and resources have been discussed and/or evaluated in recent similar projects. Some may be determined to be minor, while others may be more affected by the project activities.

Wildlife and Management Indicator Species

The effect of the proposed activities on wildlife and Management Indicator Species will be evaluated as part of the analysis. The effect of the proposed treatments on Threatened or Endangered Species (TES).

Vegetative Composition

The current vegetative composition and the expected changes as a result of implementing the proposed treatments will be evaluated as part of the analysis. The effect of invasive plant species on the area. The lack of 0-10 age class.

Soil, Watershed, and Air

Potential impacts to soil, watershed, and air resources will be evaluated as part of the analysis. Measures to minimize impacts to soil, watershed, and air resources will be incorporated into the project design.

Heritage Resources and Endangered, Threatened, and Sensitive Species

Heritage resource sites and endangered, threatened and sensitive plant and animal species have been identified in the Project Area. Recommended protection measures for these resources will be incorporated into the design of the project.

TENTATIVE ALTERNATIVES

A tentative range of all alternatives includes the proposed action and a no action alternative. Acreages listed in Tables 8 - 12 are approximate. Final acres would not vary by more than plus/minus 10 percent of the acres listed in the tables, without additional analysis in no case would regeneration unit acres exceed the maximum of 40 acres under the FW-1 14 or FW-115 Standards (Forest Plan, p. 2-33).

Alternative 1 The proposed action as previously described.

Alternative 2 (No Action Alternative) would propose no vegetative treatments in the project area. This alternative also provides a baseline for evaluating and comparing the effects of the action alternatives.

Other alternatives may be added to the analysis based on the responses to this request for comment, and/or the preliminary action alternatives may drop out. Based upon the effects of the alternatives, which will be determined through the environmental analysis, the responsible official will decide whether to carry out vegetative treatments in the project area, the methods of treatment, and the acres to treat.

COMPARISON OF THE ALTERNATIVES

Alternative 1 - Proposed Action

Table 8. Management Activities for Alternative 1, Proposed Action.

<u>Treatment</u>	<u>Unit</u> (acres or miles)
Shelterwood w/ Reserves, Coppice W/ Reserves (Commercial Activities)	631 Acres
Thinning Preparatory Treatment (Commercial Activities)	598 Acres
Thinning Woodland (Commercial Activities)	276 Acres
Stand Improvement (SI) - Midstory Treatment (Non-Commercial)	464 Acres
Stand Improvement (SI) - Crop Tree Release (Non-Commercial)	678 Acres
Rx Fire Woodland	1,118 acres
Rx Site Prep (Oak Regeneration)	337 acres
Construction of Temporary Roads	3 Mile
Reconstruction of Forest Service Road	.8 Mile
Rx fire hand line	5 miles
Rx fire dozer line	1.6 miles

Table 9. Commercial Harvest Activities for Alternative 1, Proposed Action.

<u>Compartment</u>	<u>Stand</u>	<u>Forest Type *</u>	<u>Approximate Acres</u>	<u>Approximate Treatment Acres</u>	<u>Site Index</u>	<u>Stand Age</u>	<u>Harvest Method **</u>	<u>Logging Method ***</u>
2042	12	53	63	63	66.5	86	THW	T
2042	15	53	21	21	72	91	SWR	T
2042	16	53	35	35	71.6	92	THW	T
2042	23	53	23	23	85.8	96	SWR	T
2042	30	53	26	26	77.9	91	THP	T
2043	2	60	68	68	77.1	80	THW	T
2043	7	53	76	76	76.3	91	THP	T
2043	10	53	35	35	65.8	106	SWR	T
2043	16	53	54	40	70	121	SWR	T
2043	25	53	15	15	91.2	96	SWR	T
2043	26	53	34	34	65.6	101	SWR	T
2043	43	53	49	40	70.8	93	SWR	T
2043	50	60	30	30	68.6	106	THW	T
2044	1	53	35	35	70	90	THP	T
2044	2	53	11	11	80	61	THP	T
2044	4	53	40	40	60.1	126	SWR	T
2044	10	84	73	40	85.9	91	SWR	T
2044	12	53	110	110	68.3	86	THP	T
2044	16	60	34	34	69.9	101	SWR	T

* 53 = White oak, Northern red oak, hickory, 56 = Yellow poplar, White oak, northern red oak, 60 = Chestnut oak, Scarlet oak, 84 = Chestnut oak, White Oak, Scarlet oak

** SWR = Shelterwood w/ reserves, CWR = Coppice with reserves, THP = Thinning preparatory treatment, THW = Thinning woodland

*** T = Tractor, C = Cable, S = Swing (Cable & Tractor)

Table 9 continued. Commercial Harvest Activities for Alternative 1, Proposed Action.

<u>Compartment</u>	<u>Stand</u>	<u>Forest Type *</u>	<u>Approximate Acres</u>	<u>Approximate Treatment Acres</u>	<u>Site Index</u>	<u>Stand Age</u>	<u>Harvest Method **</u>	<u>Logging Method ***</u>
2044	17	60	61	40	85.7	106	SWR	T
2044	29	53	25	25	83.7	86	THP	T
2044	35	53	31	31	72.8	81	THP	T
2044	36	53	54	51	58.6	86	THP	T
2044	38	53	24	24	73.3	86	THP	T
2044	41	53	31	31	70	126	SWR	T
2044	42	53	37	37	60.1	126	THP	T
2059	2	55	15	15	80	88	THP	T
2059	7	56	53	40	76.1	91	SWR	T
2059	15	53	11	11	89.9	88	THP	T
2059	24	56	16	16	70.9	92	SWR	T
2059	25	56	80	80	68.8	91	THW	C
2059	31	56	24	24	70.9	92	SWR	S
2059	53	56	50	40	85.3	102	SWR	T
2059	54	56	87	87	89.3	88	THP	T
2059	56	53	18	18	96.7	88	SWR	C
2059	57	56	48	48	93.4	77	THP	T
2059	59	56	8	8	70.9	92	THP	T
Total			1,505	1,403				

* 53 = White oak, Northern red oak, hickory, 56 = Yellow poplar, White oak, northern red oak, 60 = Chestnut oak, Scarlet oak, 84 = Chestnut oak, White Oak, Scarlet oak

** SWR = Shelterwood w/ reserves, CWR = Coppice with reserves, THP = Thinning preparatory treatment, THW = Thinning woodland

*** T = Tractor, C = Cable, S = Swing (Cable & Tractor)

Table 10. Non-commercial Treatment Units for Alternative 1, Proposed Action.

<u>Treatment Type *</u>	<u>Compartment</u>	<u>Stand</u>	<u>Approximate Acres</u>	<u>Approximate Treatment Acres</u>	<u>Stand Age</u>	<u>Forest Type</u>
SI_CTR_RXF	2042	11	8	8	27	53
SI_CTR_RXF	2042	24	4	4	27	53
SI_CTR_RXF	2042	26	13	13	27	53
SI_CTR_RXF	2042	27	3	3	27	53
SI_CTR_RXF	2043	3	20	20	26	56
SI_CTR_RXF	2043	6	20	20	26	53
SI_CTR_RXF	2043	9	26	25	26	53
SI_MSR_RXF	2043	12	33	33	91	53
SI_CTR	2043	13	17	17	26	56
SI_CTR	2043	15	29	29	30	53
SI_CTR	2043	18	37	37	30	56
SI_MSR	2043	24	12	12	91	56
SI_MSR	2043	32	9	9	91	56
SI_CTR	2043	36	9	9	26	53
SI_CTR_RXF	2043	39	4	4	26	53
SI_CTR	2043	42	12	12	22	56
SI_CTR_RXF	2043	46	27	27	16	53
SI_MSR	2043	47	24	24	91	53
SI_MSR	2043	49	28	28	91	53
SI_MSR	2044	3	178	178	86	53
SI_CTR	2044	5	53	53	31	53
SI_CTR	2044	6	29	29	13	53
SI_CTR	2044	8	33	33	32	53

* SI_CTR = Crop Tree Release, SI_MSR = Mid Story Removal, RXF Prescribed Fire

Table 10 continued. Non-commercial Treatment Units for Alternative 1, Proposed Action.

<u>Treatment Type</u>	<u>Compartment</u>	<u>Stand</u>	<u>Approximate Acres</u>	<u>Approximate Treatment Acres</u>	<u>Stand Age</u>	<u>Forest Type</u>
SI MSR	2044	11	110	110	88	56
SI CTR	2044	15	28	28	29	56
SI CTR	2044	18	23	23	30	56
SI CTR	2044	22	26	26	29	56
SI CTR	2044	27	10	10	30	53
SI CTR	2044	30	16	16	14	53
SI CTR	2044	31	6	6	16	53
SI CTR	2044	32	16	16	14	53
SI MSR	2044	34	20	20	113	53
SI CTR	2059	3	18	18	27	56
SI CTR	2059	6	21	21	27	81
SI CTR	2059	9	18	18	28	53
SI CTR	2059	11	25	25	27	56
SI CTR RXF	2059	23	26	26	26	53
SI CTR	2059	34	13	13	24	53
SI CTR	2059	37	14	14	27	53
SI CTR	2059	39	16	16	27	53
SI CTR	2059	41	11	11	27	81
SI CTR	2059	44	21	21	28	53
SI CTR	2059	46	18	18	27	56
SI MSR	2059	48	68	50	88	53
SI CTR	2059	52	9	9	15	53
Total			1,160	1,142		

* SI_CTR = Crop Tree Release, SI_MSR = Mid Story Removal, RXF Prescribed Fire

Some other contributing stand tending operations being recommended are; a combination of passive, mechanical (chainsaw), chemical (stump, basal and foliar) and fire site prep for shelterwood and coppice treatments. Mechanical (chainsaw) and chemical (stump, basal and foliar) for stand improvement and midstory treatments.

Alternative 2 - No Action

No vegetative treatments would be implemented under this alternative. Current conditions would continue.

Table 11. Summary of Alternatives Considered in Detail. All Acreages and Miles are approximate.

Activity	Alternative 1	Alternative 2
Shelterwood w/ Reserves, Coppice W/ Reserves (Commercial Activities)	631 Acres	0 acres
Thinning Preparatory Treatment (Commercial Activities)	598 Acres	0 acres
Thinning Woodland (Commercial Activities)	276 Acres	0 acres
Stand Improvement (SI) - Midstory Treatment (Non-Commercial)	464 Acres	0 acres
Stand Improvement (SI) - Crop Tree Release (Non-Commercial)	678 Acres	0 acres
Rx Fire Woodland	1,118 acres	0 acres
Rx Site Prep (Oak Regeneration)	337 acres	0 acres
Construction of Temporary Roads	3 Mile	0 miles
Reconstruction of Forest Service Road	.8 Mile	0 miles
Rx fire hand line	5 miles	0 miles
Rx fire dozer line	1.6 miles	0 miles

Table 12. Effects of the Alternatives at the end of the first 10 years.

Goal, Objective or Standard	Goal, Objective or Standard (Short Description)	Unit of Measure	Alternative 1	Alternative 2
Goal 11	Maintain/restore composition, structure and function of forest ecosystems	acres	1,505 harvest, 1,142 release and weeding and 1,455 Rx fire	None
Objective 12.05	Maintain existing Dry-Mesic Oak, Dry and Xeric Oak Forest communities	acres	631 acres thinning and 1,118 acres Rx fire	None
Goal 15	Provide a stable supply of wood products for local needs	acres	1,505 acres commercial activities	None
8.A.1-OBJ3	Maintain a minimum of 4 percent of the prescription area in early successional forest habitat conditions	acres	322 acres early successional habitat created	None
9.H-005	Maintain and restore southern yellow pine forest communities	acres	276 acres of thinning and 1,118 acres of Rx fire to facilitate regeneration of native pines. 102 acres of under planting native pines (if needed).	None
9.H-006	Regenerate pine-hardwood forest types to mixed pine/hardwood stands of native species to retain the pine component	acres	276 acres of thinning and 1,118 acres of Rx fire to facilitate regeneration of native pines. 102 acres of under planting native pines (if needed).	None
9.H-007	Proactively manage species composition and tree vigor in stands that reduces susceptibility to damage from insect and disease infestations and other forest health problems	acres	We have a need to reduce stocking to reduce susceptibility to insect attacks and disease while simultaneously improving tree vigor.	None
9.H-012	Provide 4-10 % of in early successional forest habitat conditions clustered across the landscape	acres	We have a need to convert at a minimum of 4 % of the prescription area into early successional habitat.	None

PUBLIC INVOLVEMENT

Comments will be accepted at any time. However, comments posted after the close of this designated comment period may not be able to be given full consideration. Only individuals or entities who submit timely and specific written comments (as defined by the regulations at 36 CFR 218.2) about this proposed project during a public comment period will be eligible to file an objection. The opportunity to comment ends 30 days following the date of publication of the legal notice in the Coalfield Progress. Anonymous comments and comments submitted after the close of this designated comment period will not provide the commenter standing for administrative review through the objection process. For issues to be raised in objections, they must be based on previously submitted specific written comments regarding the proposed project or activity and attributed to the objector. The publication date of the legal notice in the newspaper of record is the exclusive means for calculating the time to submit written comments on a proposed project or activity. The time period for the opportunity to comment on a proposed project or activity to be documented with an environmental assessment shall not be extended. It is the responsibility of all individuals and organizations to ensure that their comments are received in a timely manner.

Written comments must be submitted to: Shelby Williams, 1700 Park Ave. SW. Norton, VA 24273. Comments may also be faxed to (276) 679-8374. The office business hours for those submitting hand-delivered comments are: 8:00 am to 4:30 pm Monday through Friday, excluding holidays. Electronic comments must be submitted in a format such as email message, plain text (.txt), rich text format (.rtf), or Word (.doc, .docx) to comments-southern-georgewashington-jefferson-clinch@fs.fed.us. For objection eligibility, each individual or representative from each entity submitting timely and specific written comments regarding the proposed project or activity must either sign the comments or verify identity upon request §218.24(b)(8).

Nettle Patch Project
Clinch Ranger District
George Washington and Jefferson National Forests

We invite you to comment on the specific proposed activities as they relate to the Nettle Patch Project. Please take a few minutes to make comments on our proposal. The interdisciplinary team will review all of the comments and incorporate them into the planning process. If you would like to give input beyond the comment sheet, or have questions regarding the proposal, please contact Shelby Williams, at the Clinch Ranger District; Telephone: (276) 679-8370 ext. 237, Fax: (276) 679-8374, email: FS-comments-southern-georgewashington-jefferson-clinch@fs.fed.us

NAME: _____
ADDRESS: _____

PHONE: _____

Please indicate your interest in this project by checking the appropriate box(s) below:

- I would like to receive a copy of the Environmental Assessment for this project.
- I do not wish to receive the Environmental Assessment or future information and mailings on this project.
- Please remove my name from all mailing lists.

Comments should be received by May 1, 2016 for this project. **If you do not respond, we will assume you are not interested in this specific project and your name will be taken off the mailing list for this project.** However, your name will **remain** on other project mailing lists unless you indicate otherwise. Note: If requested, a copy of all comments, including names and addresses, will be made available to the public.

Comments:

From:

Place

**Postage
Here**

**To: Clinch Ranger District
George Washington and Jefferson National
Forests
1700 Park Ave, SW
Norton, VA 24273**

Attention: Shelby Williams

Scale: 1:62,000

- Towns
- Major Highways
- NettlePatch_ProjectBoundary (7464 Acres)
- National Forest Land

Vicinity Map



Wise

Norton

Coeburn

TRAIL OF THE LONESOME PINE

US-23

ORBY CANTRELL HWY

NORTON-COEBURN RD

US-58-ALT

US-58-ALT

BULL RUN RD

BULL RUN RD

ORBY CANTRELL HWY

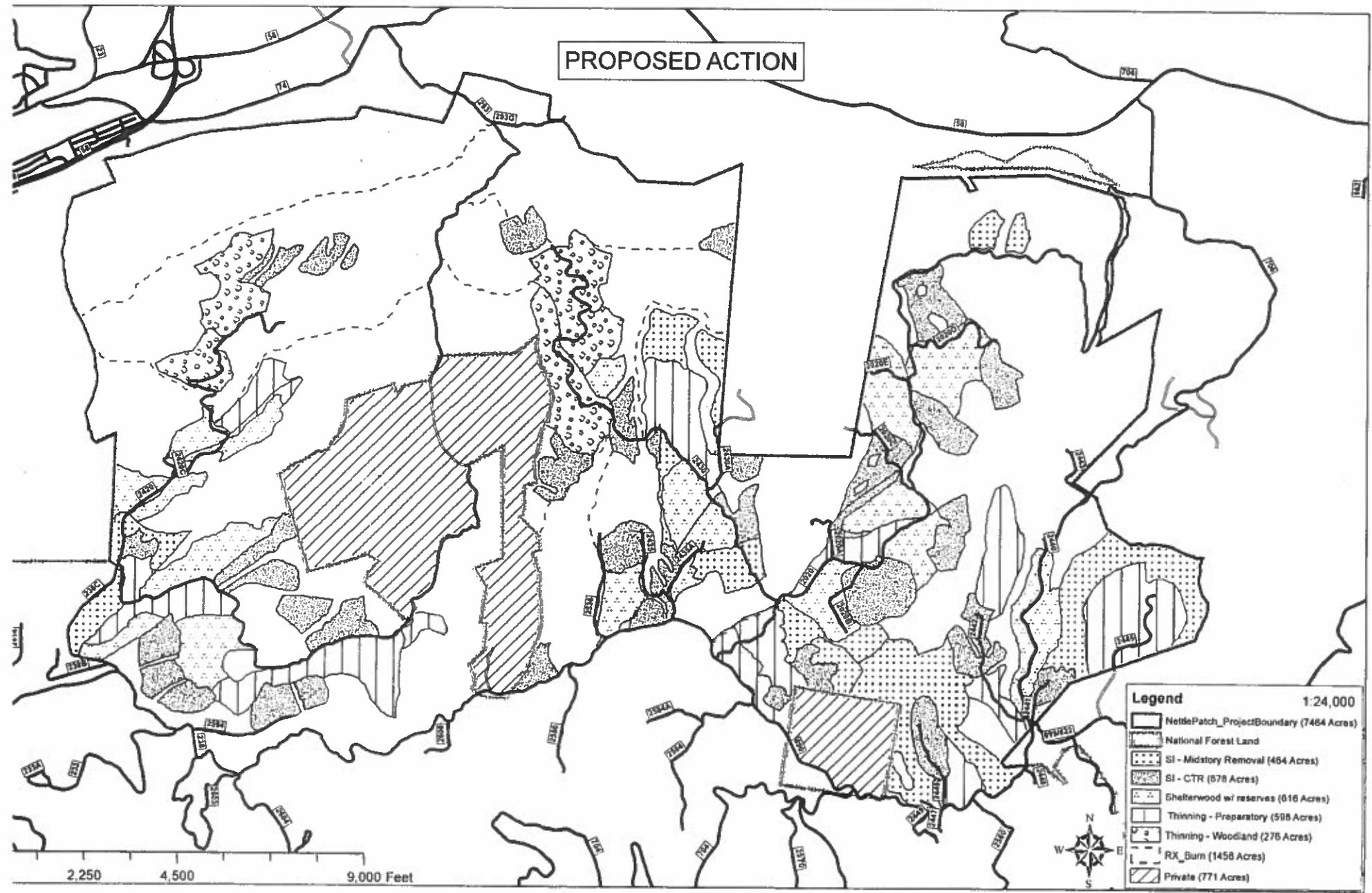
TRAIL OF THE LONESOME PINE

ORBY CANTRELL HWY

US-23

5,500 11,000 22,000 Feet

PROPOSED ACTION



Legend 1:24,000

- NettlePatch_ProjectBoundary (7484 Acres)
- National Forest Land
- SI - Midstory Removal (464 Acres)
- SI - CTR (578 Acres)
- Shelterwood w/ reserves (616 Acres)
- Thinning - Preparatory (598 Acres)
- Thinning - Woodland (276 Acres)
- RX_Burn (1458 Acres)
- Private (771 Acres)

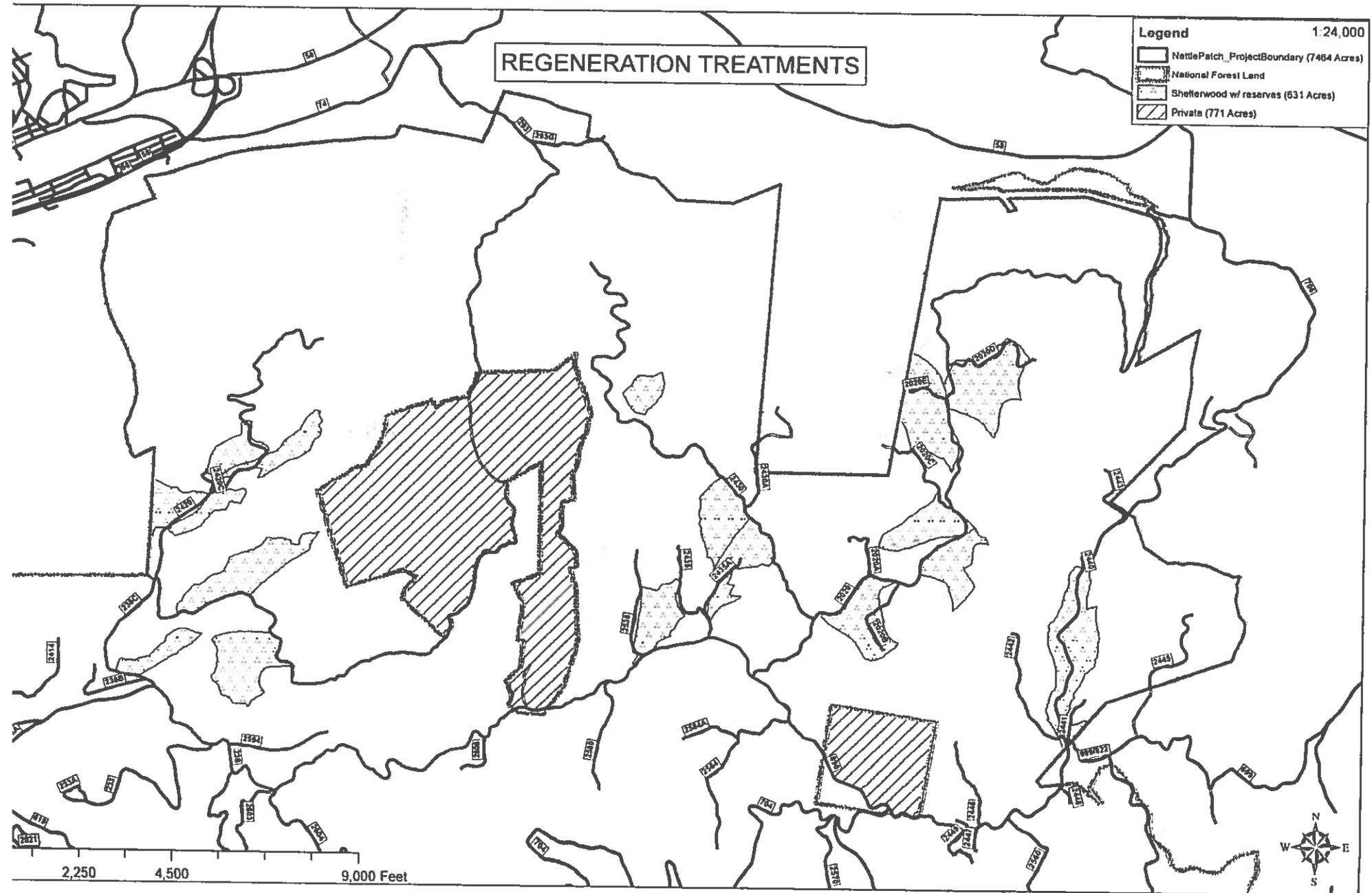
2,250 4,500 9,000 Feet



REGENERATION TREATMENTS

Legend 1:24,000

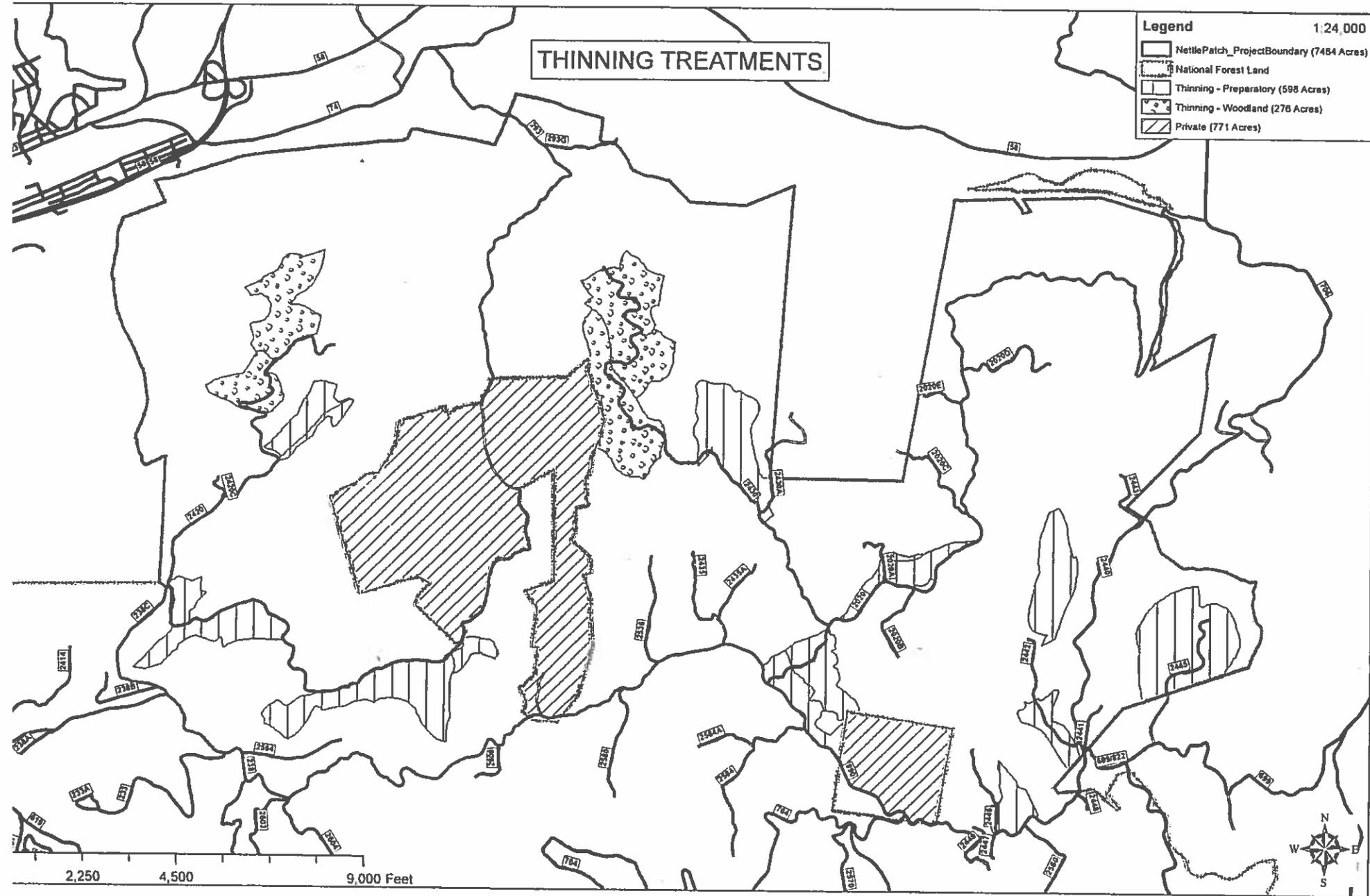
- NettlePatch_ProjectBoundary (7464 Acres)
- National Forest Land
- Shelterwood w/ reserves (631 Acres)
- Private (771 Acres)



THINNING TREATMENTS

Legend 1:24,000

- NettlePatch_ProjectBoundary (7484 Acres)
- National Forest Land
- Thinning - Preparatory (598 Acres)
- Thinning - Woodland (278 Acres)
- Private (771 Acres)



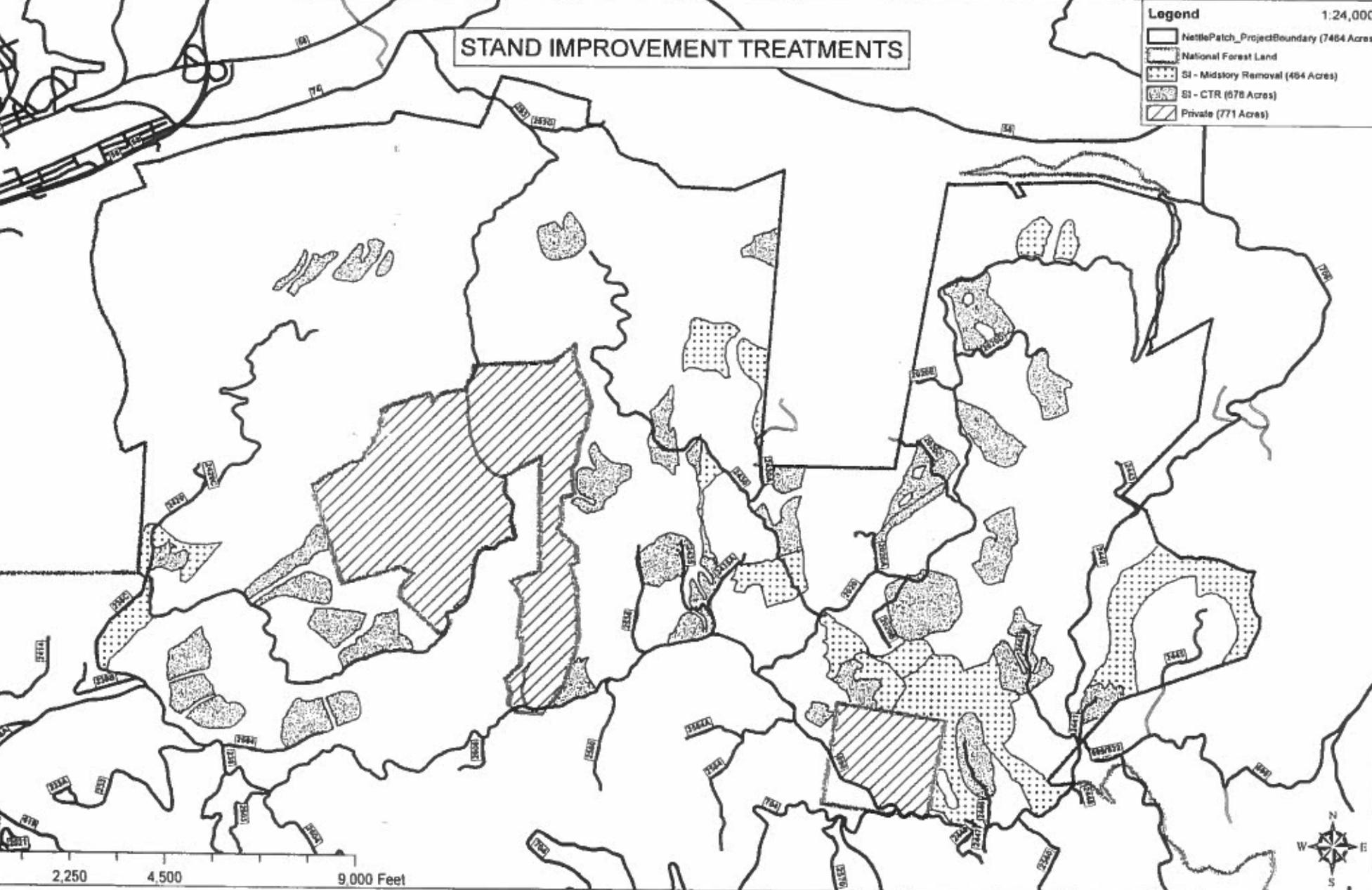
2,250 4,500 9,000 Feet



STAND IMPROVEMENT TREATMENTS

Legend 1:24,000

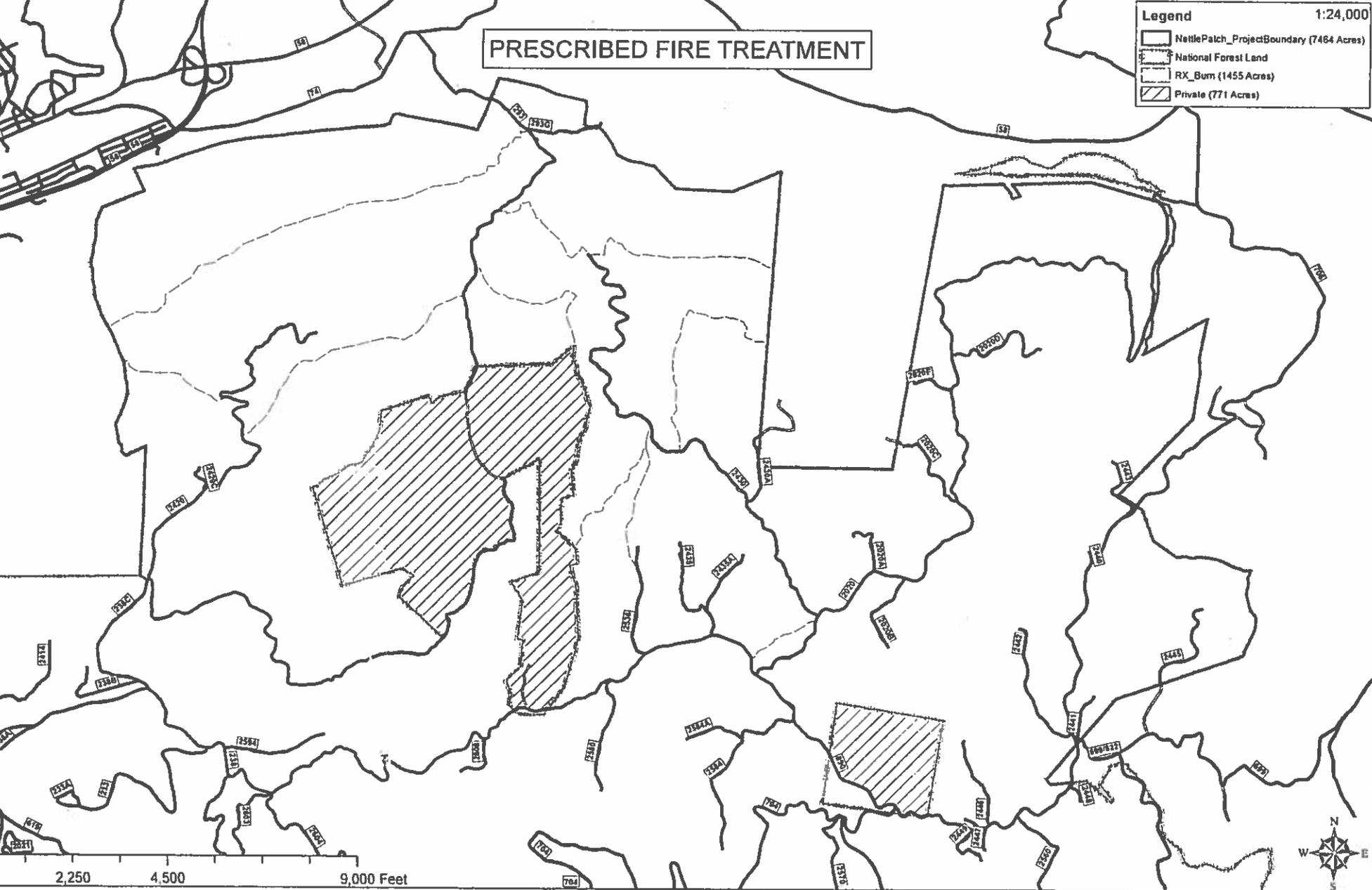
- NettlePatch_ProjectBoundary (7464 Acres)
- National Forest Land
- SI - Midstory Removal (464 Acres)
- SI - CTR (678 Acres)
- Private (771 Acres)



PRESCRIBED FIRE TREATMENT

Legend 1:24,000

- NettlePatch_ProjectBoundary (7464 Acres)
- National Forest Land
- RX_Burn (1455 Acres)
- Private (771 Acres)



City of Norton



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: April 14, 2016
Re: LENOWISCO Health Department Presentation

Dr. Sue Cantrell Director of the LENOWISCO Health District will present information of the Health Challenges and Opportunities facing the LENOWISCO Health District.

Thank You.

City of Norton



Inter-Office Memo

To: Mayor and City Council
From: Fred L. Ramey, Jr., City Manager *FR*
CC:
Date: April 14, 2016
Re: NCS Fiscal Budget

Dr. Keith Perrigan will present the proposed 2016-17 fiscal budget for the Norton City Schools.

Thank You.

SCHOOL BOARD

Sherry Adams, Chairperson
Mark Leonard, Vice-Chairperson
Carol Caruso
April Fletcher
Joseph Stallard

**DIVISION SUPERINTENDENT**

Keith Perrigan, Ed.D.
kperrigan@nortoncityschools.org
Phone 276.679.2330
Fax 276.679.4315

Mr. Fred Ramey
City Manager
The City of Norton, VA

4-12-16

Dear Mr. Ramey,

The Norton City School Board approved the Proposed Budget for 2016-17 at our Regular Meeting last night. The Proposed Budget is a conservative and reasonable request that only funds the minimum needs of our Division. I look forward to presenting the Proposed Budget to City Council on Tuesday. In the meantime, please do not hesitate to contact me with questions you may have.

Sincerely,

Dr. Keith Perrigan
Superintendent
Norton City Schools

**NORTON CITY PUBLIC SCHOOLS
2016-2017 PROPOSED BUDGET**

REVENUE BUDGET

FUND/MAJOR	2015-2016 ORIGINAL	2015-2016 AMENDED	2016-2017 PROPOSED BUDGET	INCREASE (DECREASE)
GENERAL FUND				
18030-REBATES AND REFUNDS	0.00	81,500.00	96,127.00	96,127.00
18990-OTHER FUNDS	13,734.00	105,694.00	56,750.00	43,016.00
24020-STATE RECEIPTS	4,964,921.00	5,163,946.00	5,206,490.00	241,569.00
33020-FEDERAL RECEIPTS	705,225.00	780,144.00	434,776.00	(270,449.00)
51050-LOCAL APPROPRIATIONS OPERATIONS	1,791,079.00	1,841,077.00	1,725,569.00	(65,510.00)
51050-LOCAL APPROPRIATIONS DEBT SERVICE	509,403.00	509,403.00	908,443.00	399,040.00
GENERAL FUND Total	7,984,362.00	8,481,764.00	8,428,155.00	443,793.00
TEXTBOOK FUND				
11100-BEGINNING BALANCE	0.00	26,518.00	46,665.00	46,665.00
15000-TRANSFERS	78,419.00	78,419.00	0.00	(78,419.00)
18990-OTHER FUNDS	0.00	0.00	60.00	60.00
24020-STATE RECEIPTS	0.00	0.00	63,909.00	63,909.00
51050-LOCAL APPROPRIATIONS OPERATIONS	0.00	0.00	25,562.00	25,562.00
TEXTBOOK FUND Total	78,419.00	104,937.00	136,196.00	57,777.00
RETIREE HEALTH FUND				
11100-BEGINNING BALANCE	0.00	83,124.00	46,000.00	46,000.00
15000-TRANSFERS	42,500.00	42,500.00	42,500.00	0.00
18030-REBATES AND REFUNDS	0.00	60,060.00	65,100.00	65,100.00
18990-OTHER FUNDS	0.00	0.00	100.00	100.00
RETIREE HEALTH FUND Total	42,500.00	185,684.00	153,700.00	111,200.00
FOOD SERVICE FUND				
11100-BEGINNING BALANCE	0.00	0.00	10,000.00	10,000.00
16120-BREAKFAST AND LUNCH	0.00	0.00	72,170.00	72,170.00
18030-REBATES AND REFUNDS	0.00	0.00	288,120.00	288,120.00
18990-OTHER FUNDS	0.00	0.00	15.00	15.00
FOOD SERVICE FUND Total	0.00	0.00	370,305.00	370,305.00
CAPITAL PROJECTS FUND				
11100-BEGINNING BALANCE	0.00	0.00	26,500.00	26,500.00
18990-OTHER FUNDS	0.00	0.00	100.00	100.00
CAPITAL PROJECTS FUND Total	0.00	0.00	26,600.00	26,600.00
Grand Total	8,105,281.00	8,772,385.00	9,114,956.00	1,009,675.00

2016-2017 REQUESTED

LOCAL APPROPRIATION TOTAL	
GENERAL FUND OPERATIONS	1,725,569.00
GENERAL FUND DEBT SERVICE	908,443.00
TEXTBOOK FUND OPERATIONS	25,562.00
TOTAL LOCAL APPROPRIATIONS	2,659,574.00

GENERAL FUND INCREASE OF \$443,793

INCREASE OF BOTH REVENUE AND EXPENDITURE OF \$117,902

INCREASE IN GENERAL FUND EXPENDITURES OF \$325,891

SALARY INCREASES	160,820.00
BENEFIT INCREASES	70,120.00
NEW POSITIONS	94,951.00
TOTAL	325,891.00

**NORTON CITY PUBLIC SCHOOLS
2016-2017 PROPOSED BUDGET**

EXPENDITURE BUDGET

Row Labels	2015-2016 ORIGINAL BUDGET	2015-2016 AMENDED BUDGET	2016-2017 PROPOSED	INCREASE (DECREASE)
GENERAL FUND				
61100-INSTRUCTIONAL	4,324,008.00	4,398,927.00	4,665,990.00	341,982.00
61210-GUIDANCE SERVICES	130,515.00	130,515.00	133,273.00	2,758.00
61230-HOMEBOUND INSTRUCTION	13,687.00	13,687.00	13,687.00	0.00
61310-IMPROVEMENT OF INSTRUCTION	13,316.00	13,316.00	14,116.00	800.00
61320-MEDIA SERVICES	128,101.00	128,101.00	130,684.00	2,583.00
61410-OFFICE OF THE PRINCIPAL	532,106.00	532,106.00	541,005.00	8,899.00
62100-ADMINISTRATION	487,821.00	489,435.00	500,221.00	12,400.00
62220-HEALTH SERVICES	63,084.00	63,084.00	65,124.00	2,040.00
62230-PSYCHOLOGICAL SERVICES	12,000.00	12,000.00	12,000.00	0.00
62240-SPEECH/OT/PT/AUDIOLOGY	78,300.00	78,300.00	78,300.00	0.00
63200-PUPIL TRANSPORTATION	166,784.00	166,784.00	167,409.00	625.00
64200-BUILDING SERVICES	689,522.00	841,900.00	696,322.00	6,800.00
64300-GROUNDS SERVICES	10,259.00	10,259.00	10,259.00	0.00
64400-EQUIPMENT SERVICES	47,181.00	47,181.00	47,181.00	0.00
65100-SCHOOL FOOD	256,739.00	256,739.00	0.00	-256,739.00
65500-SWVA PUBLIC ED CONSORTIUM	0.00	81,500.00	82,927.00	82,927.00
66100-TRANSFERS TO OTHER FUNDS	120,919.00	120,919.00	42,500.00	-78,419.00
67100-DEBT SERVICE	619,798.00	619,798.00	933,535.00	313,737.00
68000-TECHNOLOGY	290,222.00	477,213.00	293,622.00	3,400.00
GENERAL FUND Total	7,984,362.00	8,481,764.00	8,428,155.00	443,793.00
TEXTBOOK FUND				
61100-INSTRUCTIONAL	78,419.00	104,937.00	35,000.00	-43,419.00
69000-ENDING BALANCE	0.00	0.00	101,196.00	101,196.00
TEXTBOOK FUND Total	78,419.00	104,937.00	136,196.00	57,777.00
RETIREE HEALTH FUND				
61100-RETIREE PAYMENTS	42,500.00	185,684.00	123,600.00	81,100.00
69000-ENDING BALANCE	0.00	0.00	30,100.00	30,100.00
RETIREE HEALTH FUND Total	42,500.00	185,684.00	153,700.00	111,200.00
FOOD SERVICE FUND				
65100-SCHOOL FOOD	0.00	0.00	364,350.00	364,350.00
69000-ENDING BALANCE	0.00	0.00	5,955.00	5,955.00
FOOD SERVICE FUND Total	0.00	0.00	370,305.00	370,305.00
CAPITAL PROJECTS FUND				
69000-ENDING BALANCE	0.00	0.00	26,600.00	26,600.00
CAPITAL PROJECTS FUND Total	0.00	0.00	26,600.00	26,600.00
Grand Total	8,105,281.00	8,772,385.00	9,114,956.00	1,009,675.00

Resolution

WHEREAS, Billy Baker was born in Pound, Virginia, Wise County in 1936, and he grew up in Wise County before leaving to make a living as a professional musician, and he returned to live in Norton in the mid-1970s; and

WHEREAS, Billy began a lifelong interest in the rich heritage music traditions of our region and has become one of the most admired bluegrass fiddlers in the USA; and

WHEREAS, Billy has helped shape the genre known as Bluegrass through performances and recordings with many influential artists including Bill Monroe, Del McCoury, Don Reno, Jimmy Martin, Carl Story, Hazel Dickens and Alice Gerrard, Bobbie Gentry, Ola Belle Reed, Red Allen, Jack Cooke, and many others; and

WHEREAS, Billy has had a significant impact on the field of bluegrass and traditional music through his work as a fiddler, recording and session artist, and as a mentor to younger musicians; and

WHEREAS, Billy has appeared as a fiddler on some seminal bluegrass recordings and in the landmark documentary film from the early 1970s, *Bluegrass: Country Soul*, and performed at the nation's first ever bluegrass festival in Fincastle, Virginia in 1965; and

WHEREAS, Billy has been a mainstay of the bluegrass music scene in the Southwest Virginia-Upper East Tennessee area for many decades;

NOW, THEREFORE, BE IT RESOLVED that the Norton City Council does hereby commend and celebrates the artistic achievements of Billy Baker and his work to enhance the appreciation for our region's musical heritage, and extends its best wishes for his continued success.

ADOPTED this 19th day of April, 2016.

CITY OF NORTON, VIRGINIA

William J. Mays, Mayor

ATTEST:

Clerk

Billy Baker and Jack Hinshelwood



Billy Baker, born in 1936 in Pound, Virginia, has lived his whole life surrounded by music. Encouraged by his parents, both banjo players, Baker proved to be a musical prodigy. He learned to play the banjo at age four and the fiddle at age six, and was soon playing with his father at local dances. In the early 1950s, he began playing professionally with local bands, and soon became established in a new, lively, progressive kind of hillbilly music known as bluegrass. Billy has played and recorded with many of bluegrass's finest musicians, including Bill Monroe and His Blue Grass Boys, the Bluegrass Kinsmen, Alex Campbell, Kentucky Grass, Del McCoury, and Earl Taylor. He also worked with Earl Taylor on WBMD Maryland in the early 1960s. Billy's apprentice, Jack Hinshelwood, of Montgomery County, is an award-winning fiddler, multi-instrumentalist, and music scholar in his own right. When Jack isn't tearing it up on stage with his band the Celtibillies or holding down a local jam session, he can be found serving as executive director of the Crooked Road, Virginia's world-renowned music heritage trail.

Billy Baker | Biography & History | AllMusic

Artist Biography

b. 5 July 1936, Pound, Virginia, USA. With the strong encouragement of his musician parents, who both played banjo, Baker was very much a child prodigy. He played banjo at four, fiddle at six and he was soon playing at local dances with his father. In the early 50s, he began playing professionally with local bands. He recorded with Earl Taylor and worked with him on WBMD Maryland in the early 60s. In 1963, he joined Del McCoury and played on recordings made for Arhoolie Records. The following year he spent some time with Bill Monroe before relocating to Los Angeles, where he played on television with the Golden State Boys during 1965. His talented playing of both fiddle and banjo meant that he was never out of work. In the mid-60s, he worked briefly with Alex Campbell before returning to spend three more years with McCoury. He played on many artists' recordings and in 1968, he also recorded one side of *Dobro And Fiddle*, released by Rebel/County on their Zap label (the other side featured the dobro of Kenny Haddock). During the late 70s, he became friendly with John Morris at Old Homestead and worked on recordings for that label, including recording fiddle albums with the Bluegrass Kinsmen and Kentucky Grass.

Smyth County Jam Bios - Billy Baker

Billy Baker - The Smyth County Jam was honored to have Billy Baker, a superlative fiddler, and third cousin to the late and famed Kenny Baker. Billy is a resident of Norton, Virginia. He says he has been playing fiddle since he was six years old! He is now seventy-seven. Billy was at the jam with the band Bluegrass Kinsmen, in which he is playing on a part-time basis. Billy has worked as a professional musician and also worked with heavy equipment. He has one daughter, now deceased. Billy says he admires Bill Monroe's music and that Monroe has influenced his own music. He says he plays 'some' guitar, but the fiddle is his main instrument. We hope he will see fit to come back to play for us at any time he is able.

PROCLAMATION

LOCAL PUBLIC SAFETY – 9-1-1 - TELECOMMUNICATORS WEEK April 17-23, 2016

WHEREAS, thousands of dedicated public safety telecommunications personnel daily serve the citizens of the United States by answering their telephone calls for police, fire and emergency medical services and dispatching the appropriate assistance as quickly as possible; and

WHEREAS, the critical functions performed by professional public safety telecommunications personnel directly affect the lives and property of the public and assist in the safety of the police officers, firefighters and paramedics as they respond to the emergency situations; and

WHEREAS, the City of Norton E-911 Center answered 3,863 - 911 calls and 30,458 non-emergency calls in 2015; and

WHEREAS, the President of the United States, Barack H. Obama, has set aside the second full week of April in recognition of those dedicated professional public safety telecommunications personnel and their crucial role in protecting life and property.

NOW, THEREFORE, The Norton City Council does hereby proclaim the week of April 17-23, 2016 as "National Public Safety – 9-1-1 - Telecommunicators Week" in the City of Norton in honor and recognition of our public safety telecommunications personnel and the vital contributions they make to the safety of our citizens.

ADOPTED this 19th day of April, 2016.

CITY OF NORTON, VIRGINIA

William Mays, Mayor

Invest in yourself, your business dream, and your city Norton Business Challenge - Fact Sheet

The Challenge

The Norton Business Challenge is a competitive process that will award up to \$15,000 in business investment grants and services for new entrepreneurial ventures and existing businesses looking to expand with additional job creation in Norton City Limits.

Sponsored by The City of Norton and Norton IDA, this business training series is an excellent networking and mentorship opportunity. Participants will acquire important skills and receive tools necessary for business success.

At the conclusion of the training sessions participants will submit a written business plan and present their idea to the judges.

The Benefits of Participation

Challengers will have the opportunity to compete for awards packages worth up to \$15,000. Additionally, each participant will develop a deeper understanding of planning for a successful business, be partnered with a mentor and have networking opportunities with other regional entrepreneurs.

Awards

Award packages, including cash for business expenses and valuable business services worth up to \$15,000 will be awarded to qualified winners. Award monies will be given for qualified business expenses once an eligible business is established.

- The awards are non-negotiable & non-transferable.
- Participants must abide by all Awards Guidelines.
- Business proposals will be scored using several criteria – strength of the business plan, experience, match with local needs, etc.
- The decision of the judges is final

Sponsored by

- City of Norton, Virginia
- Norton, Virginia Industrial Development Authority

Coordinating Partners

- People Incorporated of Virginia
- Wise County Chamber of Commerce
- Virginia SBDC
- Holiday Inn of Norton

Regional Initiatives

A number of regional initiatives are a launching point for creating businesses around Southwest Virginia's regional cultural and outdoor assets. Look for ways your business can use these opportunities.

Evening Schedule

Date	Topic Covered
April 7, 2016	Intro to Success Planning
April 14, 2016	Marketing
April 21, 2016	Cash Flow Planning
April 28, 2016	Operations Planning
May 5, 2016	Customer service and Tourism
May 12, 2016	Presentation Night

Other Program Requirements

1. To be eligible, you must have a business or business idea that you want to pursue within 1 year
2. To win one of the competitive awards, you will have to locate your business within the city limits of Norton Virginia
3. State, City, County & Town elected officials/representatives are not eligible to participate.
4. Classes are filled on a first come, first served basis with preferences going to competitors in the challenge
5. Classes are open to the public, all participants must pre-register
6. The first 20 participants will receive a free Core Four textbook (\$65 value)

Eligible Business Categories

- Arts and Culture
- Outdoor Recreation
- Value Added Agriculture/Agritourism
- Restaurants and Hospitality
- Technology/Advanced Manufacturing
- Support Services for the above

The Region

This challenge is for businesses that are or will be located in **Norton, Virginia City Limits**

Other Opportunities

Participants may qualify for the Virginia Individual Development Account (VIDA) which offers a 2 to 1 match up to \$4,000 towards starting a business.

How to Find out More

Fred Ramey: (276) 679-1160

fredr@nortonva.org

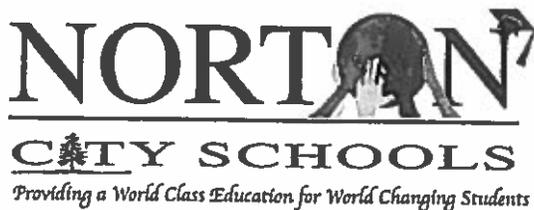
Natasha Snyder: (276)619-2215

nsnyder@peopleinc.net

Register @ www.peopleinc.eventbrite.com

SCHOOL BOARD

Sherry Adams, Chairperson
Mark Leonard, Vice-Chairperson
Carol Caruso
April Fletcher
Joseph Stallard

**DIVISION SUPERINTENDENT**

Keith Perrigan, Ed.D.
kperrigan@nortoncityschools.org
Phone 276.679.2330
Fax 276.679.4315

TO: Jeff Shupe, Director of Finance
FROM: Tamrya Spradlin, Supervisor of Finance 
SUBJECT: Request For Funds
DATE: March 24, 2016

The Norton City Schools requests a deposit of City Funds in the amount of \$170,000 to cover the March payroll run.

Thank you!