City Council
Meeting Packet

October 16, 2018

AGENDA

Norton City Council

October 16, 2018

6:00 P.M.

1. Roll Call

2. Invocation – Rev. Ken Taylor

3. Pledge of Allegiance

4. Approval of Minutes

    1. Meeting of September 27, 2018

5. Audience for Visitors

6. New Business

    A. Appointment of Working Officers of the Norton Fire Department.

    B. Resolution Approving the Planning District One Community Services Board Performance Contract for FY19 and FY20.

    C. Update from the Appalachian Climbers Coalition (formerly the Southwest Virginia Climbing Coalition) on Climbing Opportunities in the Flag Rock Recreation Area.

    D. Authorization to Submit a Highway Safety Improvement Program (HSIP) Grant Application to the Virginia Department of Transportation.

    E. Confirmation of a Check/Transfer in Excess of $100,000.

F. Closed Meeting for Personnel as Per Section 2.2-3711 (A) (1) of the Code of Virginia as Amended and Per Section 2.2-3711 (A) (8) of the Code of Virginia as Amended, Consultation with Legal Counsel Employed or Retained by a Public Body Regarding Specific Legal Matters Requiring the Provision of Legal Advice by Such Counsel.

1. Appointment to the Norton Social Services Advisory Board, Currently Tim Ray Adams Whose Term Expires 11/15/18.

   To 11/15/22

2. Appointment to the Norton Community Policy and Management Board, Currently Delores Belcher Whose Term Expires 11/15/18.

   To 11/15/22

7. Comments by the City Manager, City Attorney, and City Council.

8. Adjournment.

The rescheduled meeting of the Norton City Council was held Thursday, September 27, 2018, at 6:00 p.m., in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Robert Fultz, Jr., William Mays, and Delores Belcher

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

Absent: Mark Caruso and Joseph Fawbush

The invocation was given by Pastor Freddie Powers and was followed by the Pledge of Allegiance led by Police Chief James Lane.

At this time, Mayor Mays said he would like council to consider amending the agenda to include under Item 6-E-1 a request from the Wise County Health Department to sponsor a Rabies Vaccination Clinic from 8:00 a.m. to 12:00 p.m., October 13, 2018, at Powell Valley Animal Hospital in Big Stone Gap.

Upon a motion by Councilwoman Belcher, seconded by Councilman Fultz, and passed by unanimous vote, council moved to amend the agenda to include under Item 6-E-1 a sponsorship request for a Rabies Vaccination Clinic, as stated above.

Upon a motion by Councilwoman Belcher, seconded by Councilman Fultz, and passed by the following vote: YES – Caruso, Fultz, Mays, Belcher, NO – None, ABSENT – Fawbush, council moved to adopt the minutes of the September 4, 2018, meeting as presented.

There was no response to the Mayor's Call for Visitors.

The next agenda item was recognition of the AmeriCorps/National Civilian Conservation Corps Team River 3.

The city manager said Team River 3 had completed several projects in the city and he had invited them to the meeting to share their tour in the city in case the team is redirected due to Hurricane Florence.

Team River 3 Leader Christy Folk told council the team had completed .56 miles of trail work, painted the farmers' market building downtown and several picnic shelters in the Flag Rock Recreation Area, changed the flag on Flag Rock, conducted recruiting at Union High School for AmeriCorps, and completed a few more assignments in the city. She said during the team's downtime, they visited the Southwest Virginia Museum in Big Stone Gap, saw musician Dave Edgar perform at the University of Virginia's College at Wise, and enjoyed several other activities in the city.

At this time, Councilman Caruso took his seat on council.

On behalf of council, Mayor Mays thanked Team River 3 for their work throughout the city and for their service to the country. Mayor Mays, along with City Trail Coordinator

Shayne Fields, presented each team member with a plaque recognizing their service and a group photo was taken with council members.

After plaque presentations, Team River 3 Media Representative Sage Savoia-Di Gregorio presented a PowerPoint Presentation showing the team at work on several assignments throughout the city.

Council was given an update on the 2018 Woodbooger Geo-Tour that was held Saturday, September 8th, by co-event organizer Treavor Calhoun.

Mr. Calhoun informed council that 211 geocachers from 11 states participated in this year's geo-tour event. He provided council with event statistics on lodging and meals, and noted 78 percent of this year's geocachers participated in last year's Woodbooger Geo-Trail. Mr. Calhoun said he expects the number of participants in the 2018 geo-tour to grow exponentially with geocachers coming throughout the year to find caches. He said their goal next year is to make the event even larger, and he thanked council for allowing the geocachers to use the city as their "playground."

Mayor Mays thanked Mr. Calhoun for the update.

In their packets, council had a request from Planning District One Behavioral Health Services (PD1) seeking additional local funding to match the state's actual FY 2019 funding to the agency.

Mr. Ramey said once state funding was allotted, PD1 received more funding from the state than was originally projected by the agency back in February. He said to meet the city's required local match an additional $1,430 is due to PD1 for the fiscal year 2018-2019.

Upon a motion by Councilwoman Belcher, seconded by Councilman Caruso, and passed by unanimous roll call vote, council moved to amend the budget and appropriate $1,430 from unappropriated reserves to match actual state funding received by Planning District One Behavioral Health Services for FY 2018-2019.

In packets for council consideration was an Athletic Facility Lease with the Norton City School Board for a parcel of land that is being used by John I. Burton High School.

The city manager said at the last meeting, council authorized the city attorney to draft a 40-year lease between the City of Norton and Norton City School Board for a parcel of land located at the end of the driving track at John I. Burton High School. Mr. Ramey said the parcel of land is being utilized by Norton City schools and that the school board recommended that the city lease or transfer the property to the school system as it has done in the past for similar city property.

Mr. Bradshaw noted that the lease can be cancelled and the school board must provide insurance on the property and indemnify the city. He added this will allow the school system to plan for the future and to use the property as the school determines.

Upon a motion by Councilman Caruso, seconded by Councilman Fultz, and passed by the following unanimous roll call vote: YES – Caruso, Fultz, Mays, Belcher, NO – None, ABSENT – Fawbush, council moved to approve a 40-Year Athletic Facility Lease between the City of Norton and Norton City School Board for a parcel of land located at the end of the driving track at John I. Burton High School.

Council had one check to confirm. The check was to Triad Freightliner of Tennessee, LLC., dated August 1, 2018, in the amount of $139,990 to cover the purchase of a commercial garbage truck.

Upon a motion by Councilwoman Belcher, seconded by Councilman Fultz, and passed by unanimous roll call vote, council moved to confirm the check to Triad Freightliner of Tennessee, LLC., as stated above.

The next item before council was a request from the Wise County Health Department to sponsor a Rabies Vaccination Clinic from 8:00 a.m. to 12:00 p.m., October 13, 2018, at Powell Valley Animal Hospital in Big Stone Gap.

The city manager said state code asks localities to hold a rabies vaccination clinic at least once every two years but the health department is conducting clinics more often due to the presence of rabies in the area.

Upon a motion by Councilman Fultz, seconded by Councilwoman Belcher, and passed by unanimous vote, council moved to sponsor a Rabies Vaccination Clinic from 8:00 a.m. to 12:00 p.m., October 13, 2018, at Powell Valley Animal Hospital in Big Stone Gap, Virginia.

Upon a motion by Councilman Caruso, seconded by Councilman Fultz, and passed by unanimous roll call vote, council moved to go into closed meeting to consult with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel as per Section 2.2-3711 (A) (8) of the Code of Virginia, as amended.

Mayor Mays declared council in closed meeting.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, 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 Caruso, seconded by Councilwoman Belcher, and passed by unanimous vote, council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

At this time, Mayor Mays asked the city attorney if he had a proposal he would like to discuss with council.

Mr. Bradshaw said the city has been working with a group of law firms to investigate and determine the cost incurred by the city due to the regional opioid epidemic. Mr. Bradshaw said he received the law firms' report and he has shared the information with council. He said if council desires to move forward he suggests the city consider a resolution authorizing the city attorney to file a lawsuit with the Virginia State Court to recover the damages incurred by the city as a result of the opioid epidemic.

Upon a motion by Councilwoman Belcher, seconded by councilman Fultz, and passed by the following unanimous roll call vote: YES – Caruso, Fultz, Mays, Belcher, NO –

None, ABSENT – Fawbush, council moved to adopt a Resolution Authorizing the City Attorney to File a Lawsuit with the Virginia State Court to Recover Damages Incurred By the City as a Result of the Opioid Epidemic.

In comments from the City Manager:

Mr. Ramey said John I. Burton High School's Athletic Director Elijah Helton had contacted him regarding the school purchasing banners and the appropriate hardware to place banners downtown at each intersection. Mr. Ramey provided council with a photo of the proposed banners and said the school system wishes to hang the banners during fall each year and that the city could use the hardware to hang banners for city events.

After a brief discussion, it was the consensus of council to allow the school system to hang the banners as described to Mr. Ramey. Mr. Ramey asked Superintendent Gina Wohlford, who was in attendance, to advise Mr. Helton of council's decision.

Mr. Ramey advised the city has been awarded the School Resource Officer (SRO) Incentive Grant Program grant and that an SRO is scheduled to be at Norton Elementary and Middle School (NEMS) on Monday, October 1, 2018.

He said on Friday, September 14th, he attended the NEMS "Project Fit America" that showcased the new playground at the location of the city's former swimming pool. Mr. Ramey said "Project Fit America" demonstrated how all students can get active by participating in cross-curriculum which combines physical activity with traditional math or science classes. Mr. Ramey said NEMS thanked city council for their support and for allowing the use of the property of the former swimming pool to install a new community playground. He said Ballad Health Care provided the last financial contribution to finish the new playground.

He said the annual Walk-to-School Day has been rescheduled to Friday, October 12th.

Mr. Ramey noted that he and several council members will attend the 2018 Virginia Municipal League Conference that is being held October 1-3.

He gave each council member the August Retail Sales Tax Report.

Mr. Ramey said the following activities will be held in the city during October: 2018 Woodbooger Festival, Friday, October 5th and Saturday, October 6th; High Knob Hellbender Saturday, October 6th; and Cloudsplitter Ultra 100 Trail Race Saturday, October 13th.

Mr. Ramey informed council that reflective trail markers have been purchased and will be installed to mark the trail for the Cloudsplitter race.

He said the city will host the Virginia Department of Housing and Community Development (VDHCD) Coaching Summit October 29th – 30th.

The following comments were made by council members:

Councilman Fultz said he is grateful for the opportunity to have a school resource officer at NEMS, and he thinks the school banner project is a good idea.

Councilman Fultz said he is looking forward to the events scheduled in October.

He said he attended the Spearhead Trails meeting and the board approved items for the Cloudsplitter Trail Race and the United States Forest Service.

Councilwomen Belcher said she attended the Appalachian Community Action and Development Agency, Inc., board meeting and Executive Director Lil Dupree is very appreciative of council's recent appointment of Jeff Shupe to the board.

Mayor Mays confirmed council members were in consensus for cancelling the October 2, 2018, meeting due to city manager and council members attending the Virginia Municipal League Conference.

It was the consensus of council to cancel the October 2, 2018, meeting.

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

CITY OF NORTON, VIRGINIA

_____

William Mays, Mayor

ATTEST:

_____

Clerk of Council

Norton Fire Department
Municipal Building
P.O. Box 141
Norton, Virginia 24273

OFFICE OF
FIRE CHIEF

September 28, 2018

Mr. Fred Ramey Jr. City Manager
City of Norton
P.O. Box 618
Norton, VA. 24273

Mr. Ramey:

Below is a list of appointed Norton Fire Department Officers for 2018/2019.

WORKING OFFICERS

Steve McElroy:	Assistant Chief (Operations)
Marty Hagy:	Assistant Chief (Safety)
Buddy Cash:	Captain (Administrative)
Billy Mays:	Captain (Special Operations)
Stephen McElroy:	Captain (Grants / Training)
Skipper Dorton:	Lieutenant (Equipment / Training)
Tim Couch:	Lieutenant (Apparatus / Training)
Greg Mays:	Lieutenant (LE Liaison / Training)
Cody McElroy:	Lieutenant (Public Safety Education)

Please accept this list on behalf of the Norton Fire Department.
If you should have any questions, feel free to contact me.

Sincerely,

Todd Lagow
Fire Chief

Sec. 8-38. - Working officers generally.

The working officers of the department shall be the chief, assistant chief, captain, two lieutenants, and such additional officers as shall be deemed necessary. With the exception of the chief, the working officers shall be appointed by the city council following the annual September meeting of the department and shall hold office one (1) year from the time of appointment. In the event of any vacancy, the city manager shall fill the same by appointment.

(Code 1975, § 6-26; Ord. of 11-13-90)

A RESOLUTION APPROVING THE PLANNING DISTRICT ONE
COMMUNITY SERVICES BOARD PERFORMANCE CONTRACT

WHEREAS, Title 37.2 of the Code of Virginia creates the Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services, hereinafter referred to as the Department, to ensure the delivery of publicly-funded services to citizens of the Commonwealth with mental illnesses, mental retardation and alcohol or other drug abuse or dependence; and

WHEREAS Section 37.2-500 through 37.2-512 of the Code of Virginia require every city and county to establish or join a community services board that plans and provides, directly or contractually, publicly-funded local mental health, mental retardation, and substance abuse services; and

WHEREAS, Section 37.2-605 of the Code of Virginia establishes the performance contract as the primary accountability and funding mechanism between the Department and each community services board; and

WHEREAS Section 37.2-605 of the Code of Virginia further requires every operating community services board to submit its' annual performance contract to each political subdivision, that established it as an agency, for that political subdivision's approval prior to submission of the contract to the Department; and

WHEREAS, the Counties of Lee, Scott, and Wise, and the City of Norton, have joined together to establish the Planning District One Community Service Board; and

WHEREAS, the Planning District One Community Services Board has submitted their FY 2020 Community Services Board Performance Contract to the City Council of the City of Norton for approval;

NOW, THEREFORE, BE IT RESOLVED, the Norton City Council hereby approves the Planning District One Community Services Board FY 2019 and FY 2020 Performance Contract.

ADOPTED this 16th day of October, 2018.

CITY OF NORTON, VIRGINIA

_____
William J. Mays, Mayor

ATTEST:

_____
Clerk

planning district ONE
Behavioral Health Services
1941 PARK AVENUE S.W. • P.O. BOX 1130 • NORTON, VA 24273 • (276) 679-5751 • FAX (276) 679-5754
MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND SUBSTANCE USE SERVICES FOR LEE, SCOTT AND WISE COUNTIES AND THE CITY OF NORTON

September 26, 2018

Mr. Fred Ramey
City Administrator
City of Norton
P.O. Box 618
Norton, VA 24273

Dear Fred:

Please find enclosed a copy of Planning District One Behavioral Health Services' biennial Performance Contract for FY 2019 and FY 2020. Since the Department of Behavioral Health and Developmental Services (Department) changed the Performance Contract to a 2-year contract, local approval is only required the first year of the biennial contract.

Would you please bring the FY 2019 and FY 2020 Performance Contract before your City Council for approval at the next meeting? Also, can you please send me the resolution approving the contract?

If you have any questions, or if you would like for me to be at the meeting, let me know. Thank you in advance for your continued support of our services.

Sincerely,

Donna

Donna Stanley
Financial Officer

Enclosures

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Planning District One Behavioral Health Services

Consolidated Budget (Pages AF-3 through AF-9)

Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	3,005,917	37,695	1,152,762	4,196,374
Local Matching Funds	143,834	291,672	35,494	471,000
Total Fees	5,064,400	3,517,547	340,100	8,922,047
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	114,885	0	624,692	739,577
Other Funds	275,100	237,100	3,500	515,700
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	8,604,136	4,084,014	2,156,548	14,844,698
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	0	0	0	0
TOTAL ALL FUNDS	8,604,136	4,084,014	2,156,548	14,844,698
Cost for MH/DV/SUD Services	8,010,587	4,084,014	1,624,856	13,719,457
			Cost for Emergency Services (AP-4)	788,231
			Cost for Ancillary Services (AP-4)	337,010
			Total Cost for Services	14,844,698

Local Match Computation	
Total State Funds	4,196,374
Total Local Matching Funds	471,000
Total State and Local Funds	4,667,374
Total Local Match % (Local / Total State + Local)	10.09%

CSB Administrative Percentage	
Administrative Expenses	2,103,255
Total Cost for Services	14,844,698
Admin / Total Expenses	14.17%

FY 2019 And FY2020 Community Services Performance Contract
FY 2019 Exhibit A: Resources and Services

Planning District One Behavioral Health Services

Financial Comments

Comment1	Local In-Kind $4,000 = Donation of land usage (Big Stone Gap, Wise County)
Comment2	
Comment3	
Comment4	
Comment5	
Comment6	
Comment7	
Comment8	
Comment9	
Comment10	
Comment11	
Comment12	
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Mental Health (MH) Services

Planning District One Behavioral Health Services

Funding Sources	Funds
FEES	
MH Medicaid Fees	3,485,800
MH Fees: Other	1,578,600
Total MH Fees	5,064,400
MH Transfer Fees In/(Out)	0
MH Net Fees	5,064,400
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	45,061
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	69,824
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	69,824
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	69,824
MH Federal PATH (93.150)	0
MH Federal CABHI (93.243)	
MH Federal Pre-Trial Diversion Initiative (16.745)	0
MH Other Federal - DBHDS	0
MH Other Federal - CSB	0
Total MH Federal Funds	114,885
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	167,447
Total MH Net Acute Care - Restricted	167,447
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	572,187
Total MH Net Regional DAP - Restricted	572,187
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	0
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities	0

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Mental Health (MH) Services

Planning District One Behavioral Health Services

Funding Sources	Funds
MH Recovery (Fiscal Agent)	86,961
MH Other Merged Regional Funds (Fiscal Agent)	0
MH Total Regional Transfer In/(Out)	50,000
Total MH Net Unrestricted Regional State Funds	136,961
Total MH Net Regional State Funds	876,595
Children State Funds	
MH Child & Adolescent Services Initiative	81,897
MH Children's Outpatient Services	71,500
Total MH Restricted Children's Funds	153,397
MH State Children's Services	23,750
MH Juvenile Detention	106,224
MH Demo Proj-System of Care (Child)	451,250
Total MH Unrestricted Children's Funds	581,224
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	42,324
Total MH Net Restricted Crisis Response & Child Psychiatry	42,324
Total State MH Children's Funds (Restricted for Children)	776,945
Other State Funds	
MH Law Reform	265,194
MH Pharmacy - Medication Supports	226,745
MH Jail Diversion Services	0
MH Assisted Living Facility Support	0
MH Docket Pilot JMHCP Match	0
MH Adult Outpatient Competency Restoration Services	0
MH CIT-Assessment Sites	0
MH Expand Telepsychiatry Capacity	4,659
MH Young Adult SMI	0
MH PACT	0
MH PACT - Forensic Enhancement	0
MH Gero-Psychiatric Services	0
MH Permanent Supportive Housing	0
MH STEP-VA	270,000
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total MH Net Expanded Community Capacity	0
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total MH Net First Aid and Suicide Prevention	0
Total MH Restricted Other State Funds	766,598

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Mental Health (MH) Services

Planning District One Behavioral Health Services

Funding Sources	Funds
MH State Funds	585.779
MH State Regional Deaf Services	0
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	585.779
Total MH Other State Funds	1,352,377
TOTAL MH STATE FUNDS	3,005,917
OTHER FUNDS	
MH Other Funds	275,100
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	0
Total MH Other Funds	275,100
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	143,834
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	143,834
Total MH Funds	8,604,136
MH ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
Total One Time MH Funds	0
Total MH All Funds	8,604,136

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Developmental Services (DV)

Planning District One Behavioral Health Services

Funding Sources	Funds
FEES	
DV Medicaid DD Waiver Fees	3,393,047
DV Other Medicaid Fees	0
DV Medicaid ICF/IDD Fees	0
DV Fees: Other	124,500
Total DV Fees	3,517,547
DV Transfer Fees In/(Out)	0
DV NET FEES	3,517,547
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	37,695
DV OBRA Funds	0
Total DV Unrestricted State Funds	37,695
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net DV Transfers from DBHDS Facilities	0
Total DV Restricted State Funds	0
Total DV State Funds	37,695
OTHER FUNDS	
DV Workshop Sales	234,000
DV Other Funds	3,100
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	237,100

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Developmental Services (DV)

Planning District One Behavioral Health Services

Funding Sources	Funds
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	287,672
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	4,000
DV Local Interest Revenue	0
Total DV Local Matching Funds	291,672
Total DV All Funds	**4,084,014**

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Planning District One Behavioral Health Services

Funding Sources	Funds
FEES	
SUD Medicaid Fees	0
SUD Fees: Other	340,100
Total SUD Fees	340,100
SUD Transfer Fees In/(Out)	0
SUD NET FEES	340,100
FEDERAL FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	447,451
SUD FBG SARPOS (93.959)	31,963
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	0
SUD FBG New Directions (93.959)	0
SUD FBG Recovery (93.959)	0
SUD FBG MAT - Medically Assisted Treatment (93.959)	0
Tota SUD FBG Alcohol/Drug Treatment Funds	479,414
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	24,070
SUD FBG Prevention-Women (LINK) (93.959)	0
Total SUD FBG Women Funds	24,070
SUD FBG Prevention (93.959)	121,208
SUD FBG Prev-Family Wellness (93.959)	0
Total SUD FBG Prevention Funds	121,208
SUD Federal VA Project LINK/PPW (93.243)	0
SUD Federal CABHI (93.243)	0
SUD Federal Strategic Prevention (93.243)	0
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal OPT-R - Prevention (93.788)	0
SUD Federal OPT-R - Treatment (93.788)	0
SUD Federal OPT-R - Recovery (93.788)	0
Total SUD Federal OPT-R Funds (93.788)	0
SUD Other Federal - DBHDS	0
SUD Other Federal - CSB	0
TOTAL SUD FEDERAL FUNDS	624,692
STATE FUNDS	
Regional Funds	
SUD Facility Reinvestment (Fiscal Agent)	0
SUD Facility Reinvestment Transfer In/(Out)	0
Total SUD Net Facility Reinvestment	0
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DBHDS Facilities	0

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Planning District One Behavioral Health Services

Funding Sources	Funds
Other State Funds	
SUD Community Detoxification	0
SUD Women (includes LINK at 4 CSBs) (Restricted)	78,000
SUD Recovery Employment	0
SUD MAT - Medically Assisted Treatment	82,153
SUD Peer Support Recovery	0
Total SUD Restricted Other State Funds	160,153
SUD State Funds	875,751
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	0
SUD SARPOS	31,133
SUD Recovery	85,725
SUD HIV/AIDS	0
Total SUD Unrestricted Other State Funds	992,609
Total SUD Other State Funds	1,152,762
TOTAL SUD STATE FUNDS	1,152,762
OTHER FUNDS	
SUD Other Funds	3,500
SUD Federal Retained Earnings	0
SUD State Retained Earnings	0
SUD State Retained Earnings-Regional Programs	0
SUD Other Retained Earnings	0
Total SUD Other Funds	3,500
LOCAL MATCHING FUNDS	
SUD Local Government Appropriations	35,494
SUD Philanthropic Cash Contributions	0
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	35,494
Total SUD Funds	2,156,548
SUD ONE-TIME FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD State Funds	0
Total SUD One-Time Funds	0
Total All SUD Funds	2,156,548

FY 2019 And FY2020 Community Services Performance Contract
FY 2019 Exhibit A: Resources and Services
Local Government Tax Appropriations

Planning District One Behavioral Health Services

City/County	Tax Appropriation
Norton City	18,680
Wise County	200,810
Scott County	121,420
Lee County	126,090
Total Local Government Tax Funds:	467,000

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Planning District One Behavioral Health Services

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	8,604,136	4,084,014	2,156,548			14,844,698
Cost for MH, DV, SUD, Emergency, and Ancillary Services	8,010,587	4,084,014	1,624,856	788,231	337,010	14,844,698
Difference	593,549	0	531,692	-788,231	-337,010	0

Difference results from

Other: 0

Explanation of Other in Table Above:

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Planning District One Behavioral Health Services

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	0.75662 Beds	36	$167,447
310 Outpatient Services	11.3 FTEs	1729	$2,770,085
312 Medical Services	2.2 FTEs	1617	$177,088
320 Case Management Services	20 FTEs	1529	$2,615,496
425 Mental Health Rehabilitation	18 Slots	30	$267,605
430 Sheltered Employment	11 Slots	12	$279,067
521 Intensive Residential Services	18 Beds	16	$877,840
551 Supervised Residential Services	8 Beds	8	$564,022
581 Supportive Residential Services	6 FTEs	35	$288,885
610 Prevention Services	0.0089 FTEs		$3,052
	Totals	5,012	$8,010,587

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	250

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

CSB 200 Developmental Services

Planning District One Behavioral Health Services

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
320 Case Management Services	7 FTEs	254	$826,307
425 Developmental Habilitation	41 Slots	48	$760,790
430 Sheltered Employment	14 Slots	15	$642,925
521 Intensive Residential Services	7 Beds	7	$590,342
551 Supervised Residential Services	9 Beds	12	$678,766
581 Supportive Residential Services	20 FTEs	28	$584,884
Totals		364	$4,084,014

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Planning District One Behavioral Health Services

Report for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	9 FTEs	480	$590,532
312 Medical Services	0.02 FTEs	16	$850
313 Intensive Outpatient Services	3 FTEs	28	$107,094
335 Medication Assisted Treatment Services	1 FTEs	40	$44,739
320 Case Management Services	2.5 FTEs	265	$431,658
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	1 Beds	70	$164,688
610 Prevention Services	3 FTEs		$285,295
Totals		899	$1,624,856

FY 2019 And FY2020 Community Services Performance Contract

FY 2019 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Planning District One Behavioral Health Services

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	5.5 FTEs	890	$788,231
318 Motivational Treatment Services	2 FTEs	196	$115,904
720 Assessment and Evaluation Services	1.25 FTEs	400	$48,202
620 Early Intervention Services	0.5 FTEs	170	$122,904
730 Consumer Run Services (No. Individuals Served)			$50,000
Totals		1,656	$1,125,241

MEMORANDUM OF UNDERSTANDING
Between The
SOUTHWEST VIRGINIA CLIMBERS COALITION, THE ACCESS FUND,
And The
CITY OF NORTON

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Southwest Virginia Climbers Coalition, a non-profit corporation and Access Fund Affiliate, hereinafter referred to as "SVCC", The Access Fund, a non-profit national conservation and advocacy organization, hereinafter referred to as "Access Fund" and the City of Norton hereinafter referred to as the "City".

Background:

SVCC is a local non-profit rock climbing organization whose mission is to keep climbing areas open in Southwest Virginia and to conserve the region's climbing environment.

The Access Fund is a national conservation and advocacy organization whose mission is to keep climbing areas open and conserve the climbing environment. The SVCC works in cooperation with the Access Fund as an organizational member of their Affiliate Program. The Access Fund cooperates with the U.S. Forest Service though the Service-Wide MOU No. 09-SU-11130024-172.

In 2013 founding SVCC members recognized (1) high quality rock climbing resources at Guest River Gorge, High Knob and other areas of DISTRICT of the George Washington & Jefferson National Forest, and (2) a need to create a partnership with the U.S. Forest Service to manage these climbing resources responsibly. In January of 2014 SVCC contacted George Washington & Jefferson National Forest regarding climbing management in Guest River Gorge. Subsequent meetings established an initial working partnership, and specific to Guest River Gorge, a need for SVCC to conduct a climbing resource inventory and support U.S. Forest Service environmental assessment of existing and potential climbing sites. Recognizing the mutual value and benefit of their cooperative effort at Guest River Gorge, and an ongoing need for a cooperative partnership, SVCC and the U.S. Forest Service agreed to enter into a MOU.

In 2014, SVCC members began to scout the Flag Rock Recreation Area (FRRA), owned and managed by the City, adjacent to the Jefferson National Forest and found additional high quality rock climbing resources. Throughout the FRRA there are a number of rock outcrops that provide opportunities for excellent bouldering and a few locations with potential for rope protected climbing. Some of these rock outcrop areas may include, but are not limited to, the Flag Rock Pavilion Area, locations adjacent to both the upper and lower reservoirs, and the large rock outcrop above the reservoirs known as "The Labyrinth".

I. PURPOSE:

The purpose of this MOU is to document the framework of ongoing cooperation between the SVCC/The Access Fund and the CITY of Norton. Through this partnership the three parties will continue to develop and expand a working relationship that will form the basis upon which mutually beneficial programs, projects, training, and human-powered outdoor recreational activities may be planned and accomplished within the FRRA.

It is furthermore the purpose of this MOU to:

1. Phase I - Identification of rock climbing areas within the FRRA.
2. Phase II – Assist the City in developing a risk management plan which outlines the personal risk posed to participants.
3. Phase III – Develop and submit a plan to open identified rock climbing areas within the FRRA;
4. Phase IV – Develop and submit a plan to facilitate the improvement, management, development and maintenance of access trails to rock climbing areas within the FRRA;
5. Phase V – Develop and submit a plan to facilitate the coordination, development and distribution of educational materials related to rock climbing activities within the FRRA;
6. Phase VI - Encourage and facilitate volunteer involvement in the improvement, management, development and maintenance of rock climbing areas within the FRRA;
7. And to recognize the SVCC as a critical partner in the coordination and management of rock climbing activities within the FRRA.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The CITY is dedicated to the responsible management of the FRRA and to provide within the FRRA a sustainable mix of desired uses, valued characteristics, and services to improve the long-term benefits of the FRRA and our community. The CITY recognizes rock climbing as one of such desired uses and is interested in providing rock climbing opportunities within the FRRA and in providing a trail network and other facilities that support recreational uses. The CITY is also interested in fostering cooperation and partnerships with non-profit organizations to educate the public and to engage such organizations as informed participants in managing FRRA resources.

SVCC is a local non-profit rock climbing organization whose mission is to keep climbing areas open in Southwest Virginia and to conserve the region's climbing environment. SVCC and its

members also value rock climbing as a form of recreation that is good for the physical health of individuals and the economic health of local communities.

There is a need to actively promote public-private partnerships that encourage responsible use of public lands. Both the CITY and SVCC share the common interest of providing information to the public on such subjects as conservation, recreation and natural resource activities as they relate to climbing.

Therefore it is recognized that the SVCC and the CITY share mutually beneficial interests. By means of this MOU, the SVCC and the CITY agree to work in partnership towards the goal of providing increased climbing opportunities within FRRA while ensuring the protection of cultural and biological resources. Through this agreement both parties will strive to make this alliance a working example of cooperation and communication in order to promote human powered recreational activities and the responsible stewardship of public lands.

In consideration of the above, the parties agree as follows:

III. THE CITY SHALL:

A. Work with the SVCC to identify appropriate partnership opportunities (trail projects, climbing area projects, administrative studies, education programs, etc.) and jointly pursue such projects together with the recreation and climbing community, contingent upon availability of funds and personnel and subject to compliance with applicable federal law, regulations, or other management directives.

B. Encourage CITY Staff to participate with SVCC and Access Fund representatives for development of mutually beneficial work projects and educational activities.

C. Where appropriate, make SVCC and Access Fund's interpretation and education information regarding recreational land-use and ethics, climbing, and recreational opportunities on FRRA lands available to the public.

D. Make FRRA lands available for recreation related activities, subject to applicable Federal laws, regulations and other management direction.

E. Utilize the SVCC and Access Fund's technical expertise in developing FRRA programs and management as they relate to climbing.

F. Work with SVCC and Access Fund to identify and pursue funding opportunities for facilities, trail improvement and maintenance from sources outside of local appropriations and programs, such as state sponsored grant programs or private grant programs, subject to compliance with applicable federal laws and regulations.

G. Make available a liaison or other representative(s) to participate in meetings and to facilitate coordination with SVCC in matters related to this MOU.

IV. THE SVCC/THE ACCESS FUND SHALL:

A. During the term of this agreement, the Access Fund's "General Liability Insurance" policy or polices, shall name the CITY as an "additional insured" for the purpose of coverage, but not for the purpose of the payment of the premium. Such General Liability Insurance shall have coverage of no less than $1,000,000 for each occurrence; $2,000,000 general aggregate limit. A Certificate of Insurance evidencing the coverage and naming the City as an additional insured shall be delivered to the CITY within thirty (30) days after the Effective Date of this MOU and at each renewal of such insurance. CITY acknowledges that such policy may also be used for insuring against separate occurrences on additional properties owned by the Access Fund, and that insurance proceeds may not necessarily be available in the full policy amount with respect to covered occurrences on the FRRA.

B. Work with the CITY to identify appropriate partnership opportunities within FRRA (trail projects, climbing area projects, administrative studies, education programs, etc.) and jointly pursue such projects or activities, when appropriate, and to facilitate improved understanding and communication between technical climbers, recreational climbers, public agencies, and the general public.

C. Develop and maintain a communication network for informing climbers of climbing-related information, management and policy within FRRA;

D. Provide technical assistance to the CITY involved in technical and recreational climbing projects, educational activities, opportunities, and management; make SVCC and Access Fund program information available to the CITY.

E. Provide education, training and instructions to SVCC members and the public when appropriate, regarding responsible, low impact climbing behavior, Leave No Trace, stewardship and CITY regulation (except any technical climbing instruction); and encourage the incorporation of these programs in all activities.

F. Obtain CITY approval prior to publication of any cooperative CITY / SVCC / Access Fund printed materials intended for public distribution regarding recreational activities within FRRA.

G. Make available a liaison and other representative(s) who will coordinate with the CITY in matters pertaining to this MOU. The liaison will be responsible for directing the overall coordination between the two parties and will be available to meet with CITY representatives as needed and to attend public meetings arranged by the CITY.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

A. ANNUAL REVIEW. The parties agree to meet annually to review the objectives and goals of this MOU.

B. VOLUNTEERS. Any SVCC volunteer must sign an annual CITY Volunteer Agreement in accordance with CITY procedures prior to participating in any field activity.

C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their perspective areas for matters related to this instrument.

Principal SVCC Contacts:

SVCC Program Contact	SVCC Administrative Contact
Name: Bradly Mathisen, President, Southwest Virginia Climbers Coalition Address: 212 13th Street NW City, State, Zip: Norton, VA 24273 Telephone: 330-554-7687 Email: mathisen19@gmail.com	Name: Aaron Parlier, Board Member, Southwest Virginia Climbers Coalition Address: 215 Rocky Creek Road City, State, Zip: Boone, NC 28607 Telephone: 276-782-0968 Email: aaronjames113@hotmail.com

Principal The Access Fund Contacts:

The Access Fund Program Contact	The Access Fund Administrative Contact
Name: Zachary Lesch-Huie, Southeast Regional Director, Access Fund Address: PO Box 17010 City, State, Zip: Boulder, CO 80308 Telephone: 828-545-7362 Email: Zachary@accessfund.org	Name: Joe Sambataro, Access Director, Access Fund Address: PO Box 17010 City, State, Zip: Boulder, CO 80308 Telephone: 425-218-8234 Email: joe@accessfund.org

Principal CITY Contacts:

City Program Contact	City Administrative Contact
Name: Shayne Fields Address: PO Box 618 City, State, Zip: Norton, VA 24273 Telephone: (276) 679-1160 Email: dirtme@yahoo.com	Name: Fred L. Ramey, Address: PO Box 618 City, State, Zip: Norton, VA 24273 Telephone: (276) 679-1160 Email: fredr@nortonva.org

D. NON-LIABILITY. The CITY does not assume liability for any third party claims for damages arising out of this MOU.

E. NOTICES. Any communications affecting the operations covered by this agreement given by the CITY or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the CITY Program Manager, at the address specified in the MOU.

To SVCC, at the Program Contact's address shown in the MOU or such other address designated within the MOU.

To Access Fund, at the Program Contact's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the CITY or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any Cooperator contributions made under this MOU do not by direct reference or implication convey CITY endorsement of the Cooperator's products or activities.

H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate

agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

N. PUBLIC NOTICES. It is the CITY's policy to inform the public as fully as possible of its programs and activities. SVCC is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The City of Norton and the Southwest Virginia Climbers Coalition are working cooperatively."

O. The CITY OF NORTON ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The SVCC shall acknowledge CITY support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

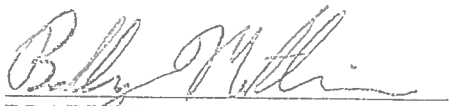
Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for one year at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Agreed By:



BRADEY MATHISEN
President – Southwest Virginia Climbers Coalition

2/4/15
DATE

BRADY ROBINSON
Executive Director – The Access Fund

1/28/15
DATE

FRED L. RAMEY, JR
City Manager – City of Norton

2/24/15
DATE

The authority and format of this instrument was approved by the Norton City Council on 11/18/14.

RESOLUTION

WHEREAS, the Norton City Council desires to submit an application Highway Safety Improvement Program (HSIP) through the Virginia Department of Transportation; and,

WHEREAS, the proposed HSIP Project would replace pedestrian facilities along Park Avenue from 12th Street to the hospital entrance at Miners Exchange Bank with ADA complaint facilities and installing new crosswalks at the 12th, 13th and 14th Street intersections;

NOW, THEREFORE, BE IT RESOLVED THAT: The Norton City Council authorizes the City Administration to submit this proposed application to the Virginia Department of Transportation's Highway Safety Improvement Program.

BE IT FURTHER RESOLVED THAT: the Norton City Council hereby grants authority for the City Manager to execute project administration agreements for any approved revenue sharing projects.

Adopted this 16th Day of October 2018.

City of Norton

_____

William J. Mays
Mayor

ATTEST:

_____

City Clerk

147633

INV. DATE	INVOICE#	G/L ACCT.#	GROSS AMOUNT	DISC. AMOUNT	NET AMOUNT
7/09/2018	IN1243173	40-010-32020-8000	336,803.03	.00	336,803.03
7/16/2018	IN1244935	40-010-32020-5413	366.62	.00	366.62

8/10/2018 5040 147633 337,169.65 .00 337,169.65

147633

CITY OF NORTON
GENERAL OPERATING FUND
NORTON, VA 24273

THE FIRST BANK & TRUST
NORTON, VA

68-446/514
147633 10

337 THOUSAND 169 DOLLARS 65 CENTS

PAY TO THE ORDER OF:

MUNICIPAL EMERGENCY SERV
DEPOSITORY ACCOUNT
75 REMITTANCE DR.
SUITE 3135
60675

DATE	AMOUNT
8/10/2018	$*337169.65

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included