AGENDA

Norton City Council

July 21, 2015

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Ken Taylor
3. Pledge of Allegiance
4. Approval of Minutes
    1. Meeting of June 16, 2015
5. Audience for Visitors
6. New Business

A. Request for Funds from the High Knob Enhancement Corporation.

B. Presentation by the Norton Rescue Squad Board of Directors.

C. Consideration of a Law Enforcement Mutual Aid Agreement.

D. Resolution in Support for the Federal Power Plus Plan.

E. Confirmation of Contribution to the Norton Little League for the 9 - 10 Lady Raiders Softball Team's Trip to the State Tournament.

F. Authorization to Sign Documents Related to Virginia Department of Transportation Grant Through the Primary Paving Project Milling & Paving Program.

G. Authorization to Sign Documents Related to a Rural Development Pre-Development Planning Grant.

H. Confirmation of a Check(s)/Transfer(s) in Excess of $100,000.

I. Closed Meeting to Discuss Personnel as Per Section 2.2-3711 (A) (1) of the Code of Virginia, as amended, and as Per Section 2.2-3711 (A) (3) of the Code of Virginia, as Amended, Discussion or Consideration of the Acquisition of Real Property for a Public Purpose, or of the Disposition of Publically Held Real Property, Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body and as per Section 2.2-3711 (A) (5) Discussion Concerning a Prospective Business or Industry or the Expansion of an Existing Business or Industry Where No Previous Announcement has been made of the Business or Industry's Interest in Locating or Expanding its Facilities in the Community.

1. Appointment to the Planning Commission for a Four (4) Year Term; Currently Tim Cassell Whose Term Ends 7/31/2015.

   To 7/31/2019

2. Appointment to the Planning Commission for a Four (4) Year Term; Currently Virginia Stokes Whose Term Ends 7/31/2015.

   To 7/31/2019

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

8. Adjournment.

The regularly scheduled meeting of the Norton City Council was held on Tuesday, June 16, 2015 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 Rev. Freddie Powers followed by the pledge of allegiance led by Police Chief James C. Lane.

Upon a motion by Councilman Fultz, seconded by Councilwoman Belcher, and passed by the following vote: YES – Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT – None, ABSTAIN – Caruso, Council moved to adopt the minutes of the June 2, 2015 meeting as presented. 25552

There was no response to the Mayor's call for visitors. 25553

A public hearing was held to consider amendments to the 2015-2015 General Operating Fund Budget in the amount of $4,229,908.76.

Mr. Ramey advised that he was authorized at Council's previous meeting to advertise this public hearing on the budget amendments. City auditors had recommended that amendments include all grants and other additional revenue. The requested amendment was broken down into three categories: Unappropriated Reserves in the amount of $181,433.18, Additional Revenues in the amount of $2,790,475.58, and Loan Proceeds in the amount of $1,258,000.00 for a total budget amendment of $4,229,908.76. 25554

There were no questions or comments from Council prior to the public hearing.

Mayor Mays opened the public hearing.

There being no comments, Mayor Mays closed the public hearing.

There were no comments or questions from Council following the public hearing and upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by unanimous roll call vote, Council moved to adopt the amendments to the 2014-2015 General Operating Fund Budget in the amount of $4,229,908.76.

Council had been presented with an Ordinance Adopting the Budget for the City of Norton, Virginia for the Fiscal Year of July 1, 2015 Thru June 30, 2016 Appropriating Funds for All Contemplated Expenses of the City for the Fiscal Year and Placing Levies Upon All Real Estate, Personal Property and Bank Stock, Licenses, Fees, User Charges, and All Other Levies as Previously Imposed or Modified Herein.

Mr. Ramey advised that Council had adopted the City's 2015-2016 budget at the last meeting; however the budget ordinance had not been included. The City Manager advised that this ordinance stipulates the levies and fees that had been modified in the budget.

During comments from Council, Councilman Caruso stated he cannot support the budget, as adopted, without any economic development enhancements. He does not

support raising property taxes and then giving employees a raise. He further stated that the City cannot tax themselves out of the financial situation that they are currently experiencing. In his opinion, the Norton Industrial Development Authority must be more proactive in developing economic growth. He further asked that Council revisit the budget and rescind the increase in taxes.

There were no other comments from Council members and upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the following vote: YES – Fultz, Fawbush, Belcher, Mays, NO – Caruso, ABSENT – None, ABSTAIN – None, Council moved to adopt An Ordinance Adopting the Budget for the City of Norton, Virginia for the Fiscal Year of July 1, 2015 Thru June 30, 2016 Appropriating Funds for All Contemplated Expenses of the City for the Fiscal Year and Placing Levies Upon All Real Estate, Personal Property and Bank Stock, Licenses, Fees, User Charges, and All Other Levies as Previous Imposed or Modified Herein. (Insert) 25555

Mr. Ramey advised that Dr. Keith Perrigan, Superintendent of the Norton City Schools, was present to discuss with Council the possible uses for the Norton City Schools projected 2014-2015 surplus.

Via a PowerPoint presentation, he stated that he had two plans. Plan A would require that they spend this surplus by the end of June and Plan B would allow them to have more time should Council adopt a resolution permitting them to establish a Capital Improvement Account. Plan B is his preferred plan as there are more options under this plan. Following his presentation, he advised Council that he would be happy to answer any questions.

Also present at tonight's meeting to offer input on this was the City's auditor, Tamara Greear.

After a lengthy discussion and upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, Council moved to adopt a Resolution for the Norton City School Board to establish a Capital Improvement Account for the audited surplus dollars of the 2014-2015 budget for the purpose of capital improvement items as discussed tonight. 25556

Mayor Mays extended congratulations to Dr. Perrigan for the achievement of their accreditation. (Insert – if there is a resolution)

In their packets, Council had been furnished information regarding the submission of a 2015 COPS Grant Application for a School Resource Officer.

Last year, the City Manager was authorized to apply for this grant which is federal funding that will provide up to 75% of the salary and fringe benefit of a full time officer for a 36 month grant period. The fourth year will be completely funded by the municipality with a minimum 25% local cash match requirement and maximum federal share of $125,000 per office position. 25557

Mr. Ramey advised that the City of Norton School Board, had approved up to $10,000 of matching funds for this position. The deadline is June 19, 2015.

Following a brief discussion and upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, Council authorized the City Manager to proceed with the submission of the application for a COPS Grant.

The City Attorney advised if the grant is awarded, Council can vote on keeping the grant or turning it down.

The City Manager updated Council on the Proposed Playground at the Norton Elementary and Middle School.

On June 8, 2015, the City of Norton School Board voted to approve the request for the playground. Proposals had been advertised and the City received only one proposal and that was from the Norton City Schools. The City is continuing to evaluate the building issues and has been advised it will cost a minimum of $3,000 to remove the power back to the Community Center Building. It is not looking promising to have the filter building torn down for the scrap metal, etc., due to the current value of scrap metal.

Mr. Ramey and the City Attorney are working on a draft lease agreement. Mayor Mays asked if the proposal could be approved tonight. The City Attorney advised that the Council can commit for a one year lease to the School Board or Council can wait before moving forward with the lease. This four year lease will be automatically reviewed annually for a sum of $1.00 per year. 25558

Following a brief discussion and upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, Council moved to accept the proposal of the Norton City School Board for the installation of a playground.

Mrs. Gina Wohlford, principal of the Norton Elementary and Middle School, thanked Council for their work on this project.

Council had been given a copy of A Resolution of the City Council of the City of Norton Adopting a Five Year Capital Improvements Program.

Mr. Ramey advised the only items listed in the first year of this plan are the annual paving appropriation of $200,000 and the equipment leases in the amount of $30,195.

Councilman Caruso stated he felt this document has no meaning and portrays a false image of a five year plan and that the City needs to change the way that it does business. 25559

Following Councilman Caruso's comments and upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by the following vote: YES - Fultz, Fawbush, Belcher, Mays, NO - Caruso. ABSENT - None, ABSTAIN – None, Council moved to adopt A Resolution of the City Council of the City Norton Adopting a Five Year Capital Improvements Program. (Insert)

Also included in Council's packets was a Resolution requesting that State Route 619 from the City of Norton to Fort Blackmore be included into the Virginia Byway Scenic Highway System.

The City Manager advised that Councilman Caruso had asked that the City try to get Route 619 included at an earlier meeting. He further advised that Wise County has adopted a similar resolution. Council had been furnished with a map showing this route. 25560

Upon a motion by Councilman Caruso seconded by Councilman Fultz, and passed by the following unanimous vote: YES – Caruso, Fultz, Fawbush, Belcher, Mays, NO – None, ABSENT - None, ABSTAIN – None, Council moved to adopt A Resolution Requesting that State Route 619 from the City of Norton to Fort Blackmore be Included into the Virginia Byway Scenic Highway System. (Insert)

Mr. Ramey advised one thing that may hurt us is that Route 619 is not paved all the way; however he thinks Scott County is working on that.

Council had a request from the Wise County Public Service Authority for one water tap for the Josephine Sewer Pump Station.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous roll call vote, Council moved to approve one water tap for the Wise County Public Service Authority for the Josephine Sewer Pump Station. Approval of this tap expires in one year. 25561

In their packets, Council had two transfers and one check to be approved. The two transfers were to the Norton City Schools in the amount of $100,000 to cover accounts payable items and $145,000 to cover payroll and fringes. The check was made payable to the Norton Industrial Development Authority in the amount of $122,156.34.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, Council moved to approve two transfers and one check as stated above. 25562

Upon a motion by Councilman Fultz, seconded by Councilman Caruso, 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, and as per Section 2.2-3711 (A) (3) of the Code of Virginia as amended, discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publically held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body and Section 2.2.-3711 (A) (5) discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community. 2556

Mayor Mays declared Council in closed meeting.

Upon a motion by Councilman Fawbush, seconded by Councilman Fultz, and passed by unanimous vote, Council moved to go back into open meeting. 25564

Mayor Mays declared Council back in open meeting.

The Clerk then polled each member of Council as to the Certification of Closed Meeting with each answering yes. The Clerk then read A Resolution of t he 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) 25565

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

He had placed a copy of the June Retail Sales Tax Report at each member's desk.
He had also placed a copy of the Best Friend Festival Schedule for each member.
The following reports were given on the three on-going projects:

Safe Routes to School: The project is continuing with landscaping, wall fencing, and blocks completed. The concrete contractor should begin work on Wednesday, June 17th, and work will proceed on curb and guttering. The DMME portion of the project is mostly complete.

Phase III Water Project: All areas have been placed in service and work is now being done at the head of 10th Street. Following 10th Street, work will begin at Hill Top using funds from a LENOWISCO grant. 25566

3rd Street Subsidence Project: This project will be shown to contractors on June 26th.

There were no comments from the City Attorney. 25567

In comments from Council:

Councilwoman Belcher stated she is attending weekly meetings on the Policy Management Board. She advised there are great people serving on the Board and also those working for the City.

Councilman Fawbush asked that Council look to the number of meetings to be held in July.

Councilman Fultz advised he is looking forward to the Best Friend Festival being held this week and to a great summer in the City. He stated he very much enjoyed the hike on National Trails Day and he looked forward to additional trail opportunities.
He complimented the work done by the City's Trail Coordinator Shayne Fields and he looks forward to seeing progress accelerated on these trails.

Councilman Caruso stated he had e-mailed a contact with the Division of Land and Inland Fisheries regarding the management of a fishery. He had attended a Tourism Committee Meeting last week and had some items to be discussed with Council. He will e-mail this information to Council members. Also, he will forward to Council a marketing plan with a budget prepared by a guest at the Tourism meeting for their informational purposes. The Tourism Committee continues to work hard. 25568

Mayor Mays inquired as to how close the Administration was to advertising public hearing on the off road vehicles. The City Manager advised he had received information stating signage needs to be installed at certain locations. This should be re-submitted in the next couple of days. A brief discussion ensued regarding fees which the City Attorney advised were set by the General Assembly.

The Mayor then brought up the regular scheduled meetings in July and upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous vote, Council moved to cancel the meeting of July 6th.

Mayor Mays advised the Clerk that Council's was in receipt of her impending retirement and wished her the best.

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

CITY OF NORTON, VIRGINIA

_____
William J. Mays, Mayor

ATTEST:

_____
Clerk

HIGH KNOB ENHANCEMENT CORPORATION

6-A

P. O. Box 1259
16542 Russell Street
St. Paul, Virginia 24283

June 19, 2015

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

Dear Sir:

As you may have read in the Coalfield Progress recently, the High Knob Enhancement Corporation, which is recognized by the IRS as a 501(c)3 organization, has once again initiated a series of activities to enhance the High Knob area as a tourist asset. The Board of Trustees at it recent meeting authorized me as chair to request a $500.00 grant from Wise County towards operating expenses. We appreciate very much your support several years ago.

If you need additional informatin, please do not hesitate to contact me (276-492-2415 office or 276-328-6117 home).

Sincerely yours,

Lu

Lu Ellsworth, Chair

LE/tb

cc: Shayne Fields
Shelley Knox

print

Knob recreation area celebrates 75 years

by KATIE DUNN • Staff Writer
07.14.15 - 12:07 am

HIGH KNOB — A light breeze last Thursday rustled the trees surrounding the High Knob Recreation Area. The thermometer read a cool 72 degrees on the mid-July summer afternoon.

The moss-covered parking lot stood empty, though, and the solitude was noticeable. It's hard to imagine how this tiny cove decades ago attracted thousands of visitors daily to swim, hike, picnic and camp.

Once a well-known local landmark, visitation numbers have waned since those peak times, prompting the U.S. Forest Service to contemplate in recent years closing the recreation area.

This year marks the 75th anniversary of the recreation area's July 1, 1940 unveiling, and folks aren't ready just yet to let a cherished piece of their local history fade. Hopes of rekindling people's love for the Knob are being organized into a July 25 event that will commemorate the recreation area's 75th anniversary.

This renewed interest might be due, in part, to a new observation tower opening atop the mountain last August, as well as a North Carolina couple's newfound love for the recreation area.

Husband and wife Harry Warren and Martie Bell in May began their second season as the recreation area's hosts. The couple discovered High Knob during a camping trip at neighboring Bark Camp Lake. Since becoming the Knob's hosts, Warren and Bell have worked with others, including local Boy Scout troops, to clean up the recreation area.

Efforts to spruce up the site and attract more visitors might be working. Last week, Warren reported that 2014 day-use numbers represented a seven-year high. More people are honoring the $3 day-use fee, he added. Additional evidence can be found by examining when the first campers arrived. Last year, the campground didn't see its first visitor until May 31, more than 15 days after High Knob's spring opening. This year, Warren said someone arrived the first night.

Last week, as Warren and Bell sat in the caretaker's cabin, a mini-van drove past the fee booth. Bell left to greet the van's occupants and offer a "gentle reminder" about the fee. Parking fees are the only way the Forest Service can conduct visitor counts, she noted. Several minutes later a knock came at the couple's door, and Bell rose to answer. A man and woman needed directions to the observation tower. During their conversation, Bell said the woman talked about visiting High Knob Lake 40 years ago, dipping her feet in the cold mountain water, and witnessing "lizards" — likely newts — floating in the shallows. Bell and Warren said they receive at least one or two recollections like this each day.

HISTORIC CELEBRATION

The upcoming anniversary celebration will offer another opportunity for people to reminisce. Warren and Bell have teamed up with the High Knob Enhancement Corporation and U.S. Forest Service for the event. The idea for the celebration emerged last year when Warren began delving into the recreation area's history. When he saw that the 75th anniversary was approaching, Warren thought it would be the perfect time to rekindle interest in the Knob.

A ceremony at the amphitheater will kick off event festivities at 11 a.m. on Saturday, July 25. Rita McReynolds, a member of the High Knob Enhancement Corporation's board of trustees, said speeches will be brief since the event is meant to be a "family day" where everyone can gather to "celebrate the mountains." "We want people to bring picnics and chairs . . . and we really want people to know it's all about them, because if we don't have the participation of the area and folks coming out, that's what keeps High Knob Recreation Area going."

A Coeburn native, McReynolds' family hiked and held Sunday picnics at the recreation area. "It means the world to me and my family," she said. When the tower was rebuilt and reopened, McReynolds said public turnout for the ribbon cutting also revealed how important High Knob is to the greater region.

Other anniversary activities will include nature walks led by naturalist Richard Davis and Wally Smith, assistant professor of biology at the University of Virginia's College at Wise, and vintage games, including sack, three-legged, and spoon and egg races. Local musicians are being courted to perform at the amphitheater between noon and 4 p.m. Folks are also welcome to swim and kayak/canoe the lake or fish — catch and release — the lake if possessing a Virginia fishing license. Bell also invites people to camp that night. Campsites are $10 — the group site is $20 — and first come, first serve.

Warren will also discuss the Civilian Conservation Corps' role in building the recreation area. Event organizers also want to recognize any living CCC members who worked at the site. Warren said the first CCC crew came from Pennsylvania in 1938. That crew was later replaced by a Jonesville-based group in the summer of 1941. Warren said the Jonesville crew had many boys from Wise, Dickenson, Lee, and Scott counties.

An effort is also underway to install a plaque near the lake that commemorates the recreation area's grand opening and 75th anniversary. The plaque is proposed to be placed beneath another monument that memorializes James Sismore. Sismore, a CCC worker from Pennsylvania, was killed in an accident while working at High Knob.

REDISCOVERY

Warren believes the fanfare that High Knob once enjoyed has quieted for

numerous reasons, but mostly because of a changing society. Many of today's campers seek places that can accommodate large recreational vehicles and electricity. There are also more distractions that keep people indoors, but McReynolds, Warren and Bell hope efforts like the upcoming celebration will entice people to get outside and again climb the Knob.

McReynolds said she's noticed a greater focus on local tourism in the past decade, as well as how economic struggles are prompting people to again turn to local attractions for entertainment. "I think people are returning to that, and our mountains are a gift," she said. It will take local residents' help to maintain and grow these natural resources, however. McReynolds said government agencies, including the Forest Service, are grappling with fewer financial resources to care for these natural areas. Local residents can make a difference by volunteering, making donations, or simply paying the user fees when visiting recreation areas. "So many people are involved right now in tourism since the coal industry is not what it used to be," she said. "We're looking to something to keep us home, and an enjoyable part of our area is our natural beauty." Warren echoed McReynolds' thoughts. "It's (the Knob) just a great place to explore," he said. "Folks in this area have a real beautiful gemstone here that is waiting for people to visit it."

If interested in volunteering on July 25, call McReynolds, 276/679-1587, or Warren at 276/679-1754 or 336/870-3927. Warren also encourages people to call him if they know any living CCC workers who helped build the recreation area or workers' family members.

© thecoalfieldprogress.com 2015

print

High Knob history celebrated

by KATIE DUNN • Staff Writer
07.14.15 - 12:02 am

The High Knob Recreation Area officially opened to the public on July 1, 1940. The Coalfield Progress chronicled the multi-year campaign to build the recreation area, and below are a few highlights from that coverage that offer a glimpse into the area's history.

Beginning in 1938, as many as 200 Civilian Conservation Corps, or CCC, men helped build what the newspaper dubbed "Southwest Virginia's Wonder Playground." At that time, the newspaper reports that "an attractive concrete and steel lookout tower" also stood atop High Knob "with a lookout constantly on the job, watching for fires." A parking space at the mountain's summit was also being developed, with Pal Van Winkle and the CCC providing design and labor.

At that time, the newspaper, county and city of Norton officials were also pushing hard for an improved road to access the new recreation area. An article in the March 30, 1939 edition reported that it was difficult to follow the progress of the new recreation area "because it is hard to get there . . . over a road that is steep, badly located and unworked, to the point that a car drags bottom in many, many places." The article continues that "promise was made as long ago as last summer to relocate it. But nothing has been done. It is hard to get to the real bottom of the situation. One thing is for sure: Wise County is not awake to the opportunities of the Knob, making practically no effort to get the new road located or constructed." By the April 13, 1939 edition, the state highway department had begun surveying for an improved road.

Anticipated visitation was expected to total 75,000 during the recreation area's first season. Peak-day attendance was set between 3,000 and 5,000 people, according to a Feb. 1, 1940 edition. Proposed amenities included: a 2-acre or 6-acre lake — reports varied — bath house and caretaker cabin made from American chestnut logs, modern sanitary facilities, attendant life guards, a diving platform, sand beach, picnic areas, hiking trails, roads and trails for horseback riding, parking to accommodate 250 cars, a campground, and playground. A road was also being built from Eagle Knob to the site.

When the recreation area finally opened, 27,000 people visited those first two months, according to newspaper reports, with peak visitation occurring on July 28 when 3,474 people and 878 vehicles were recorded. More than 35,000 people visited that first season, making the new recreation area the most popular spot in the Jefferson National Forest.

A July 9, 1942 edition notes that a 26-site tent area had finally been built, though this was less than half the sites originally planned. The article states World War II and the lack of a labor force halted construction at the site. A new cabin — the one occupied by seasonal campground hosts — had also been built to serve as a caretaker's home. It too was vacant, a victim of the war and fewer employees.

print

High Knob recreation area to mark 75 years

by HARRY WARREN • High Knob Caretaker
06.30.15 - 12:08 am

"Southwest Virginia's Wonder Playground" exclaimed the Coalfield Progress on July 4, 1940.

The newspaper reported "an estimated 1,000 people" had visited the new High Knob Recreation Area on the first Sunday after the official opening July 1. High Knob, part of the Jefferson National Forest, soon became the place to go for rest and relaxation.

A perfect spot to picnic, old photographs reveal people have enjoyed the natural area for many years. It was an obvious choice to be developed as a Civilian Conservation Corps (CCC) project.

The CCC, a program to employ young men during the Great Depression, opened a camp at Lost Creek in the spring of 1938. "They're tenting tonight . . . inside Norton Corporate limits, 79 of them, and . . . will grow to 200," reported the Coalfield Progress. The camp eventually contained 19 buildings including six barracks, an auto mechanic shop and a woodworking shop.

A year later the newspaper reported a bathhouse, dam, and parking spaces were the "first improvements." Jim Franciso, from Coeburn, was hired to oversee the work of the young men in the local CCC, most of whom were from Pennsylvania.

Local leaders held high expectations for High Knob. "Wise County's search for its first new industry need go no farther than High Knob" was proclaimed in a Feb. 1, 1940 article. J.N. Jefferson, project supervisor, predicted 75,000 visitors would be seen in a single season and said "the time will come . . . when 5,000 visitors will invade High Knob at once."

The public waited, anticipation grew, and finally on June 27, 1940, a banner headline read "High Knob Area Officially Opens July 1." People streamed into the new recreational attraction and by summer's end 27,000 people had visited the area "despite poor weather conditions."

The banner headline gave way to a banner year. The Coalfield Progress reported "the area set a state record leading all other forest service recreation areas in attendance." Optimistically they predicted "swimmings, picnicking, strolling through beautifully landscaped woodland" should bring more people to the Knob in 1941.

The Knob did not disappoint. The recreation area saw 2,200 people on July 4 that year and set a single day record of 4,500 later in the summer.

However, the CCC's work at High Knob would soon come to an end. The Pennsylvania boys were transferred to Fort Belvoir in July 1941. The local

newspaper reported "tears flow freely as C.C.C. boys take off . . . but need not despair . . . more move in same day." They were replaced by a company of young men from Jonesville.

The new workers reflected more of a local flavor coming primarily from from Lee, Wise, Scott, Dickenson and other Southwest Virginia counties. They worked industriously to complete the recreation area and carved 26 camp sites out of the wilderness within the year.

But time was running out. The United States entered World War II in December 1941 and the military's need for manpower doomed programs like the Civilian Conservation Corps. On July 23, 1942, the local newspaper reported "Camp Lost Creek, as far as the CCC boys are concerned, is about to become a thing of the past."

The CCC, now long gone, left a long lasting legacy on the mountain. The popularity of the High Knob Recreation Area continued unabated for decades. Local residents remember when vehicles literally lined up at the gate to secure a picnic table or camp site.

A generation holds High Knob deep in their heart. "Give them a little warm weather and a few soft breezes, and the folks around Wise County start to think about High Knob Recreation area," stated an article in the June 5, 1941 Coalfield Progress.

This summer marks the 75th anniversary of the High Knob Recreation Area's official opening. The secluded mountain beauty spot still offers 14 camp sites, fairyland-like picnic tables, a bath house, beach (recently refurbished by Coeburn Scout Troop 301) and picturesque trails that wrap around the small lake and up to the new tower.

It is fitting and appropriate to commemorate work of the CCC and celebrate this milestone. Plans are currently underway to do so on July 25.

In the meantime, please visit the High Knob and feel its magic and its magnetism. Administered by the U.S. Forest Service, a day use fee of $3 per car puts a person in nature's wonderland. Singing birds, flickering fireflies and an assortment of colorful flowers await and make it easy to understand why an hour spent on High Knob engenders a love that lasts a lifetime.

Harry Warren and wife Martie Bell are the seasonal caretakers at High Knob Recreation Area.

© thecoalfieldprogress.com 2015

City of Norton

Inter-Office Memo

6-B

To: Mayor and City Council

From: Fred L. Ramey, Jr., City Manager

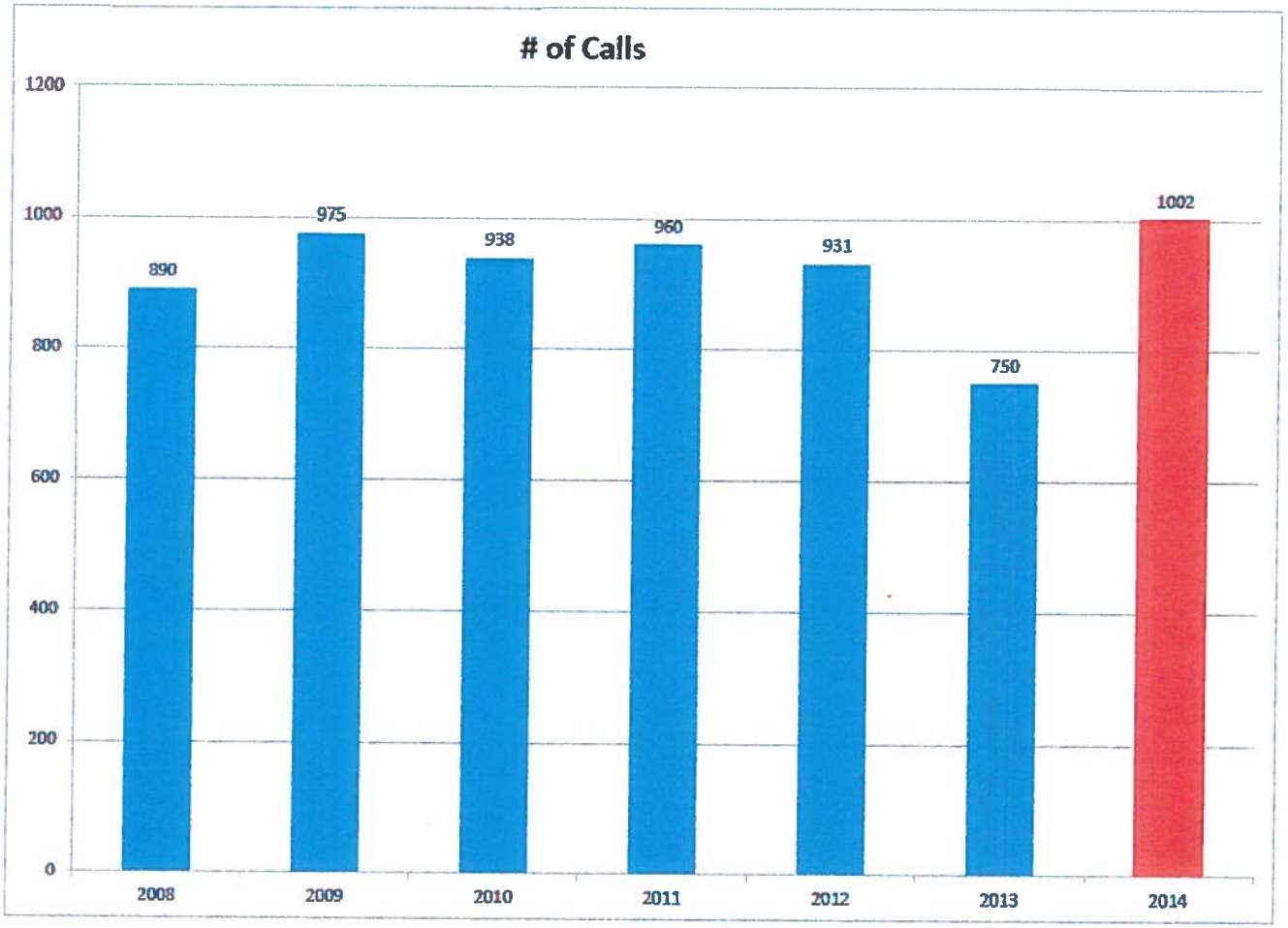
CC:

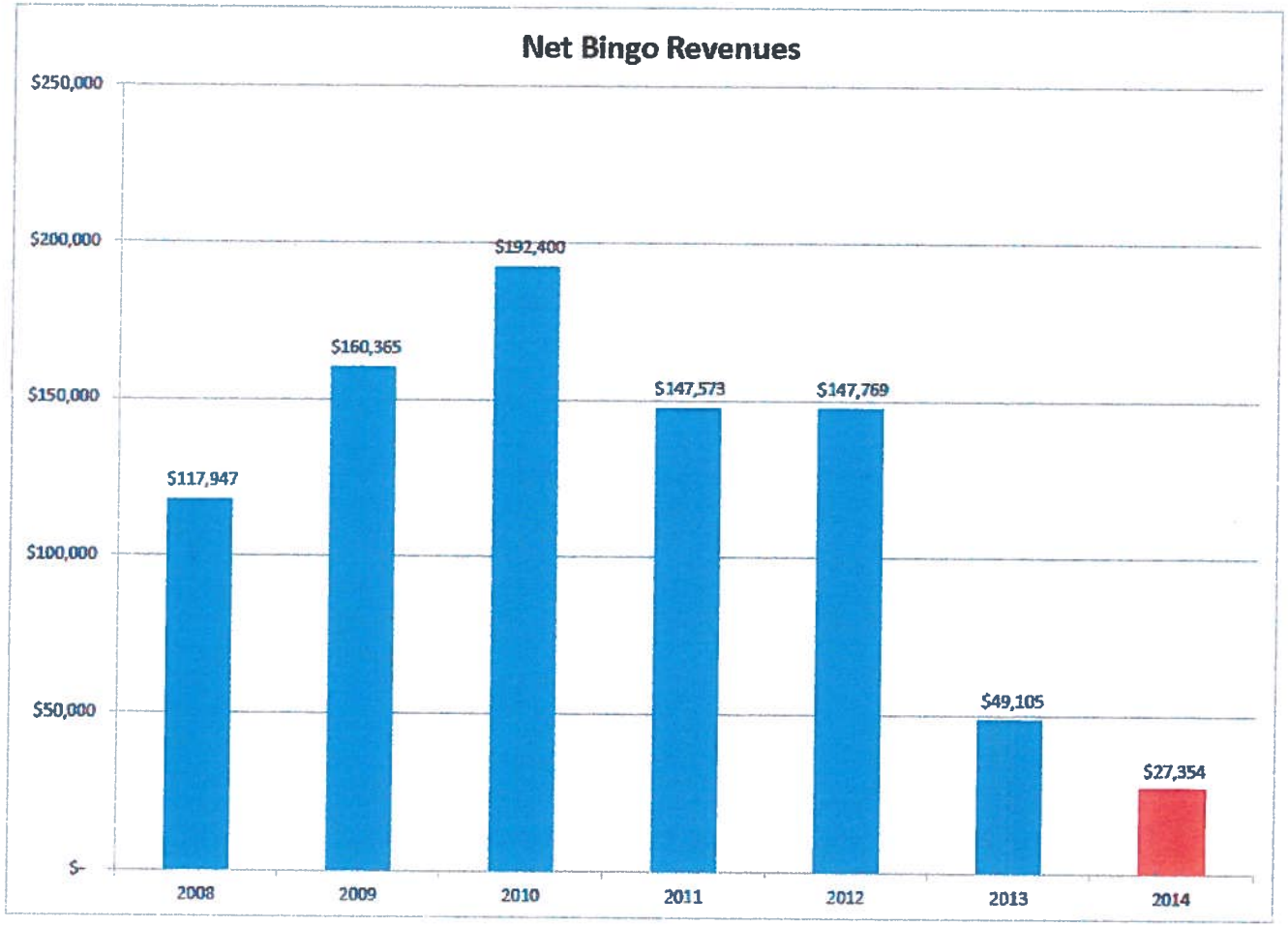
Date: July 16, 2015

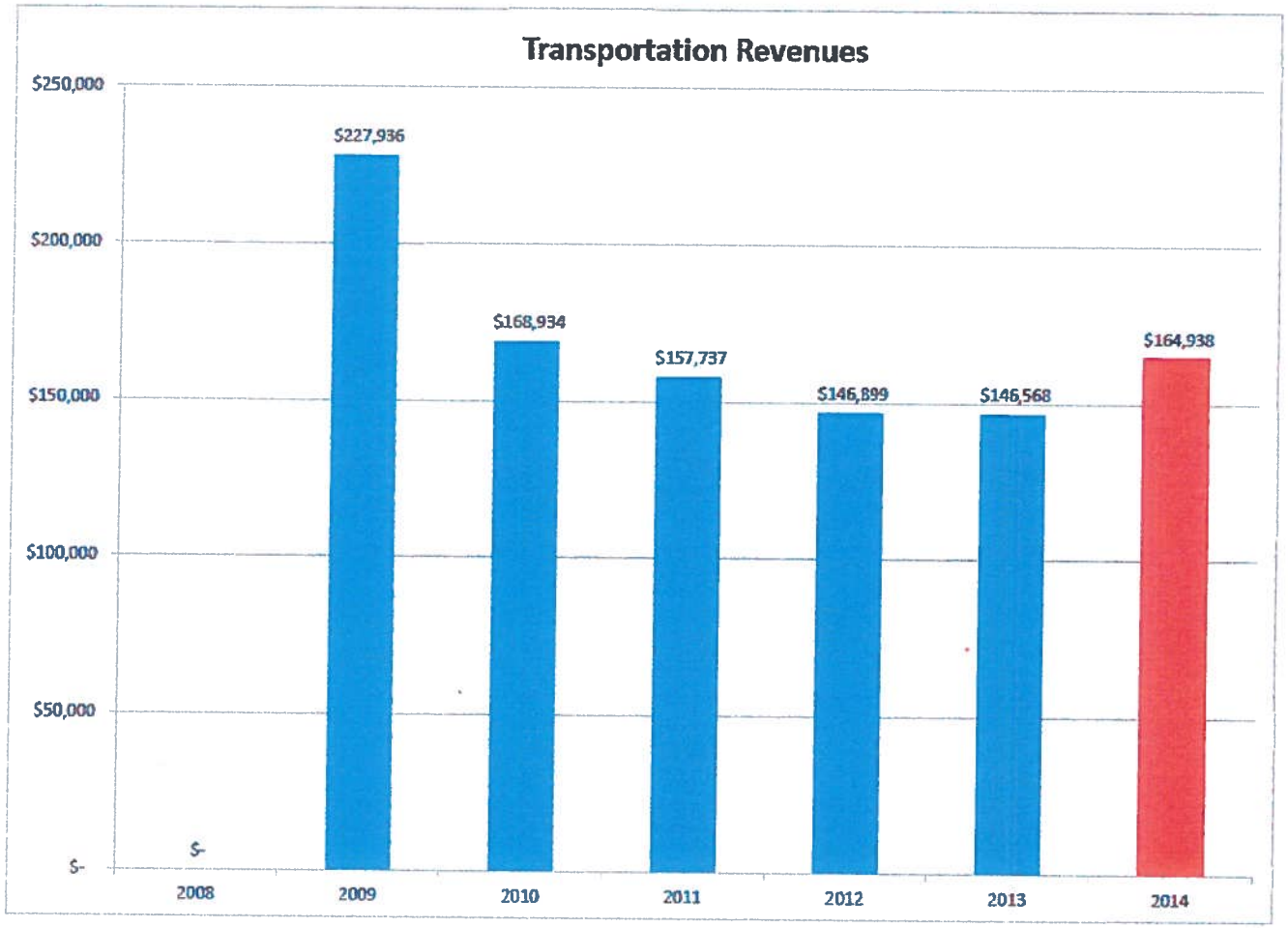
Re: Norton Rescue Squad

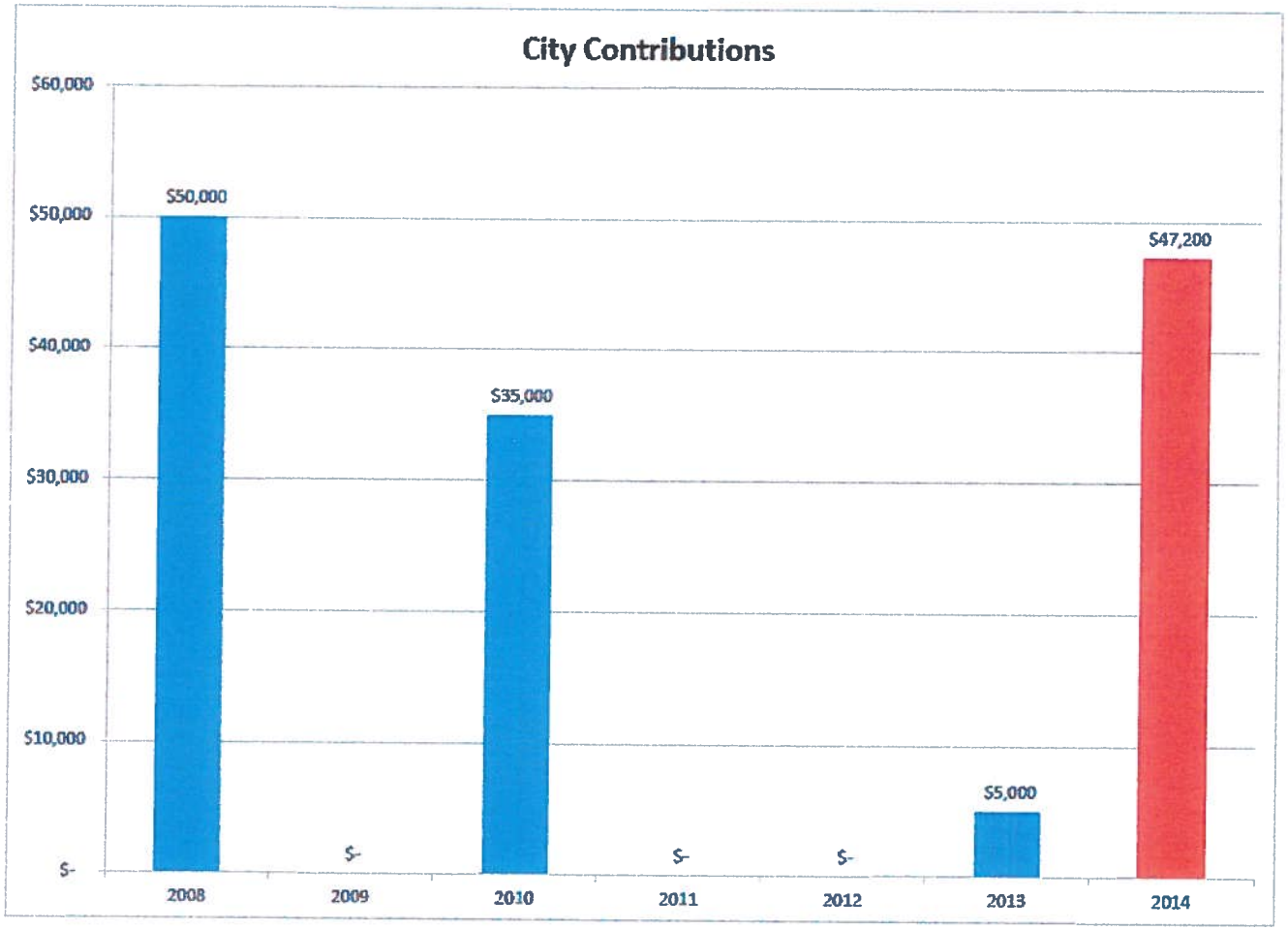
Members of the Norton Rescue Squad Board of Directors will be in attendance to provide City Council with a brief overview of their efforts since the board was established earlier this year. Please find attached a few graphs that summarizes year-to-year comparisons that has been compiled using filed tax returns for the department since 2008.

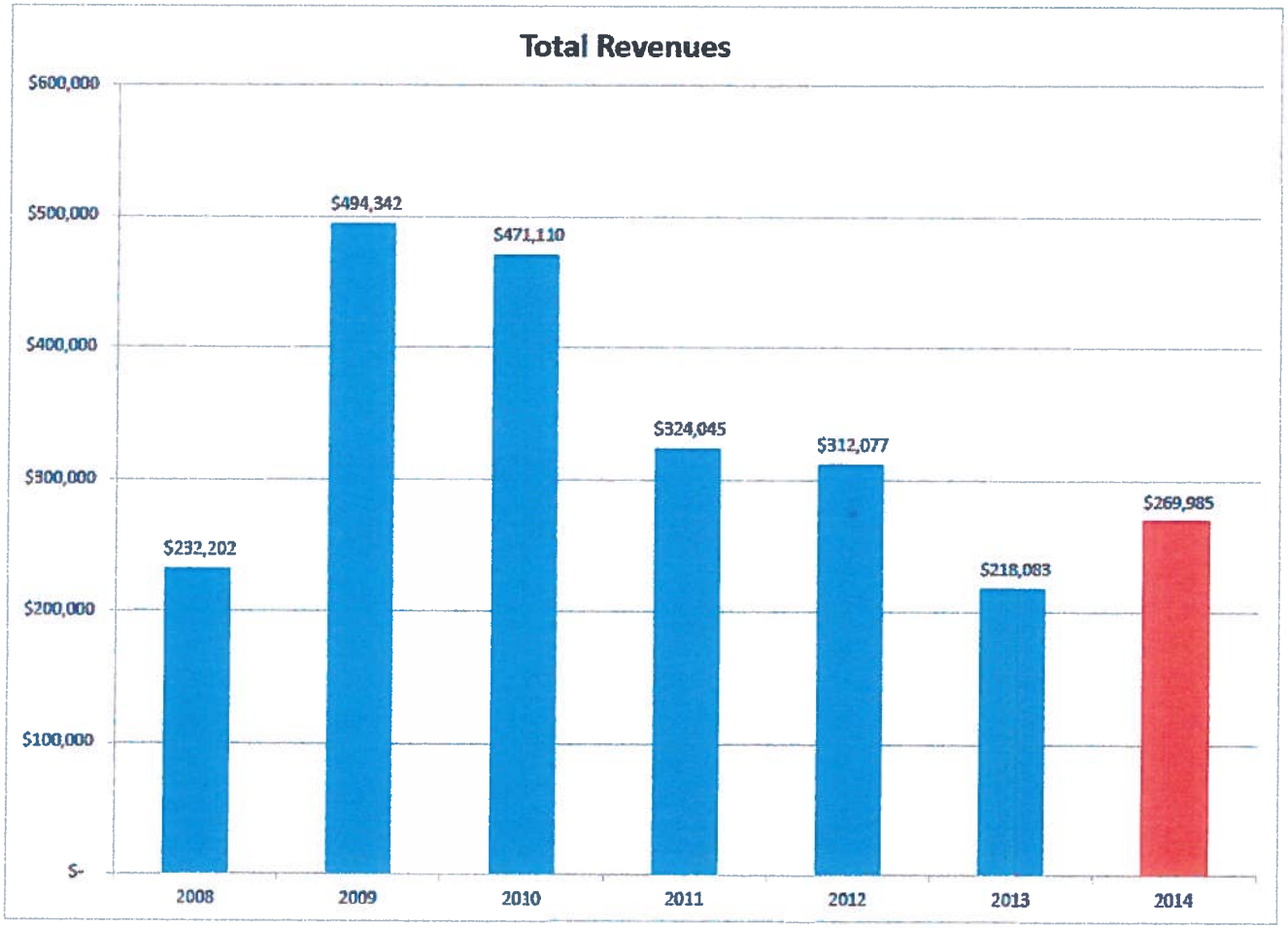
Thank You.

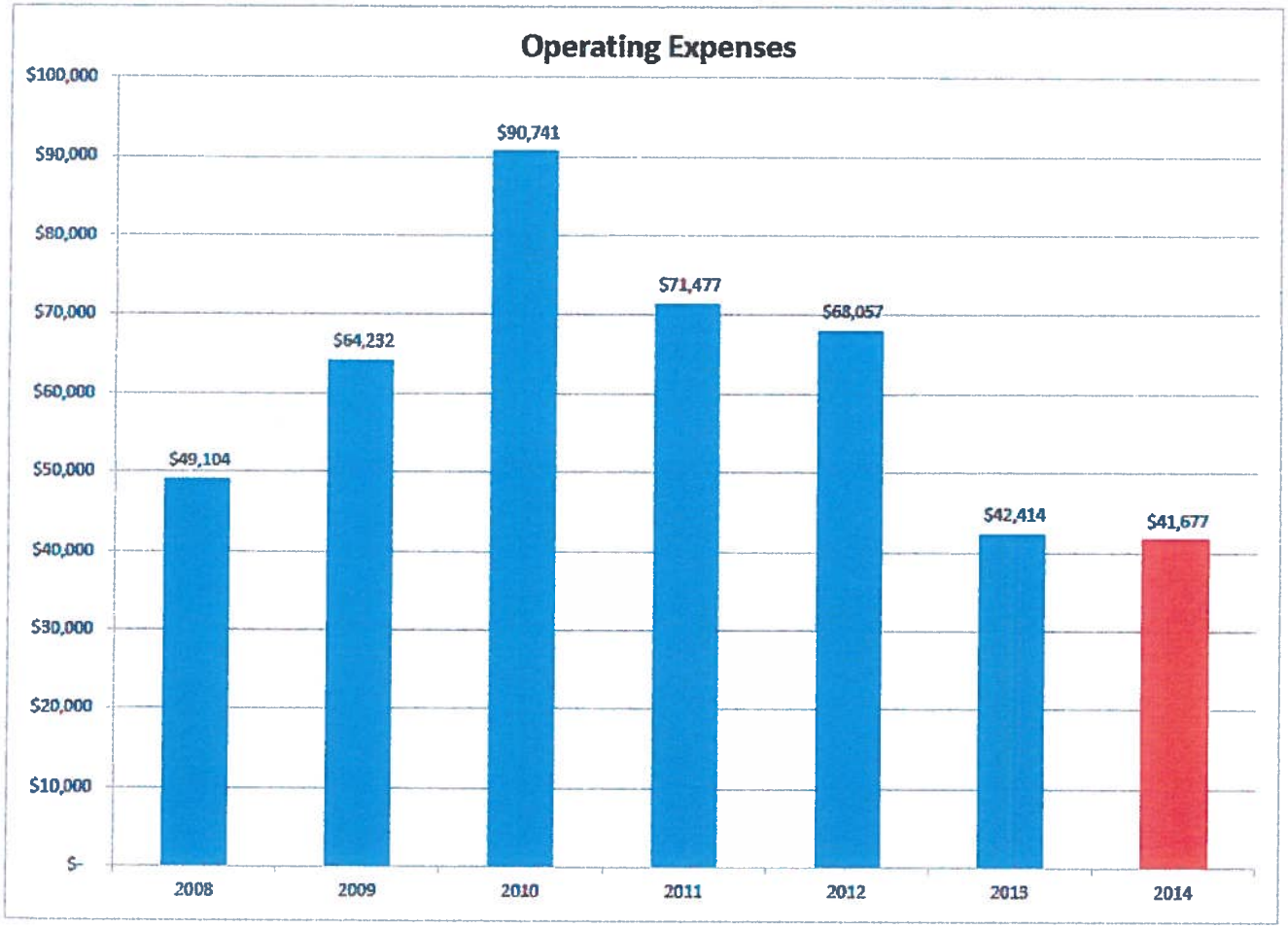

# of Calls
1200
1000
800
600
400
200
0
890
975
938
960
931
750
1002
2008
2009
2010
2011
2012
2013
2014


Net Bingo Revenues
$250,000
$200,000
$150,000
$100,000
$50,000
$-
$117,947
$160,365
$192,400
$147,573
$147,769
$49,105
$27,354
2008
2009
2010
2011
2012
2013
2014

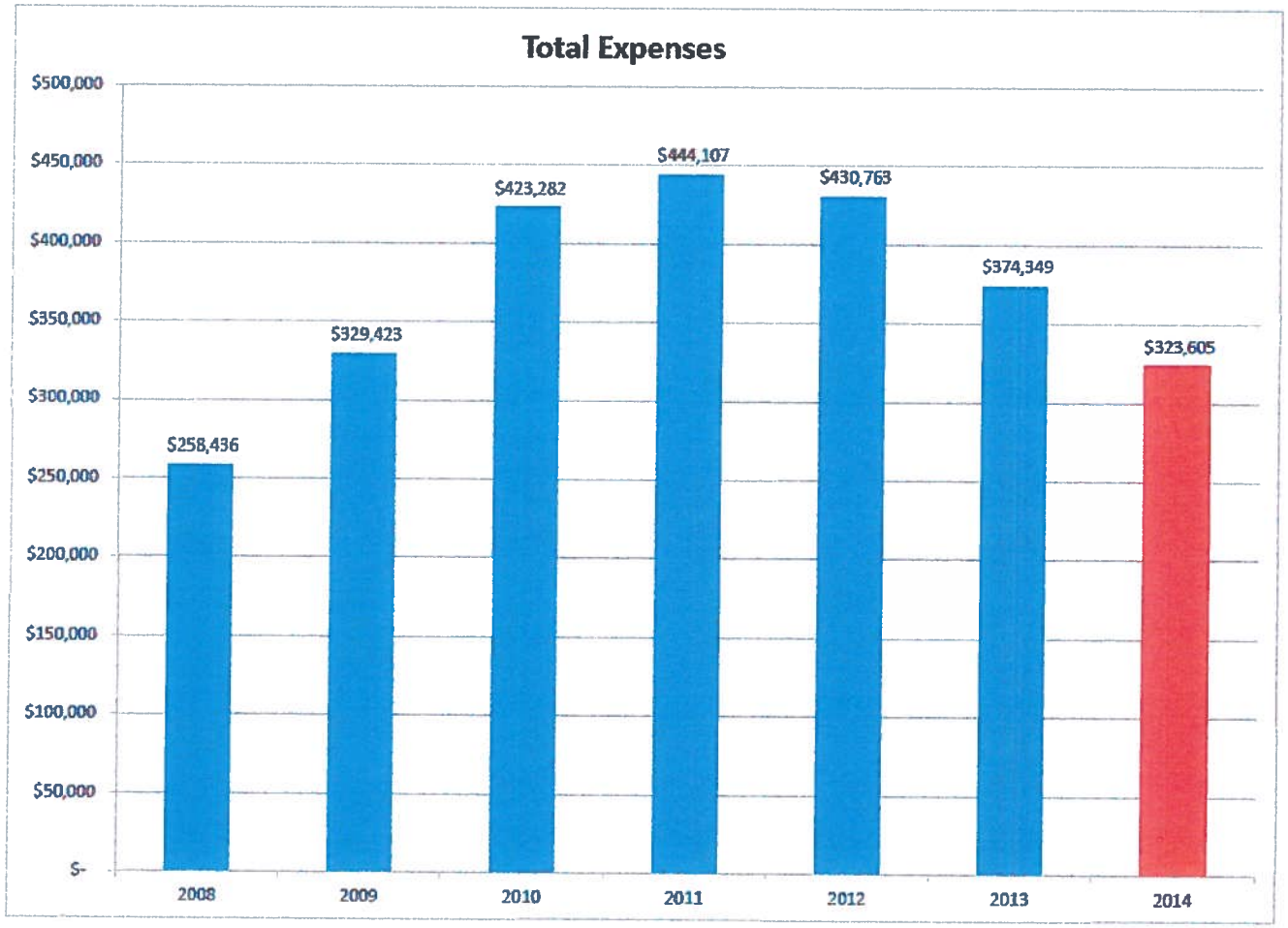

Transportation Revenues
$250,000
$200,000
$150,000
$100,000
$50,000
$-
$-
$227,936
$168,934
$157,737
$146,899
$146,568
$164,938
2008
2009
2010
2011
2012
2013
2014

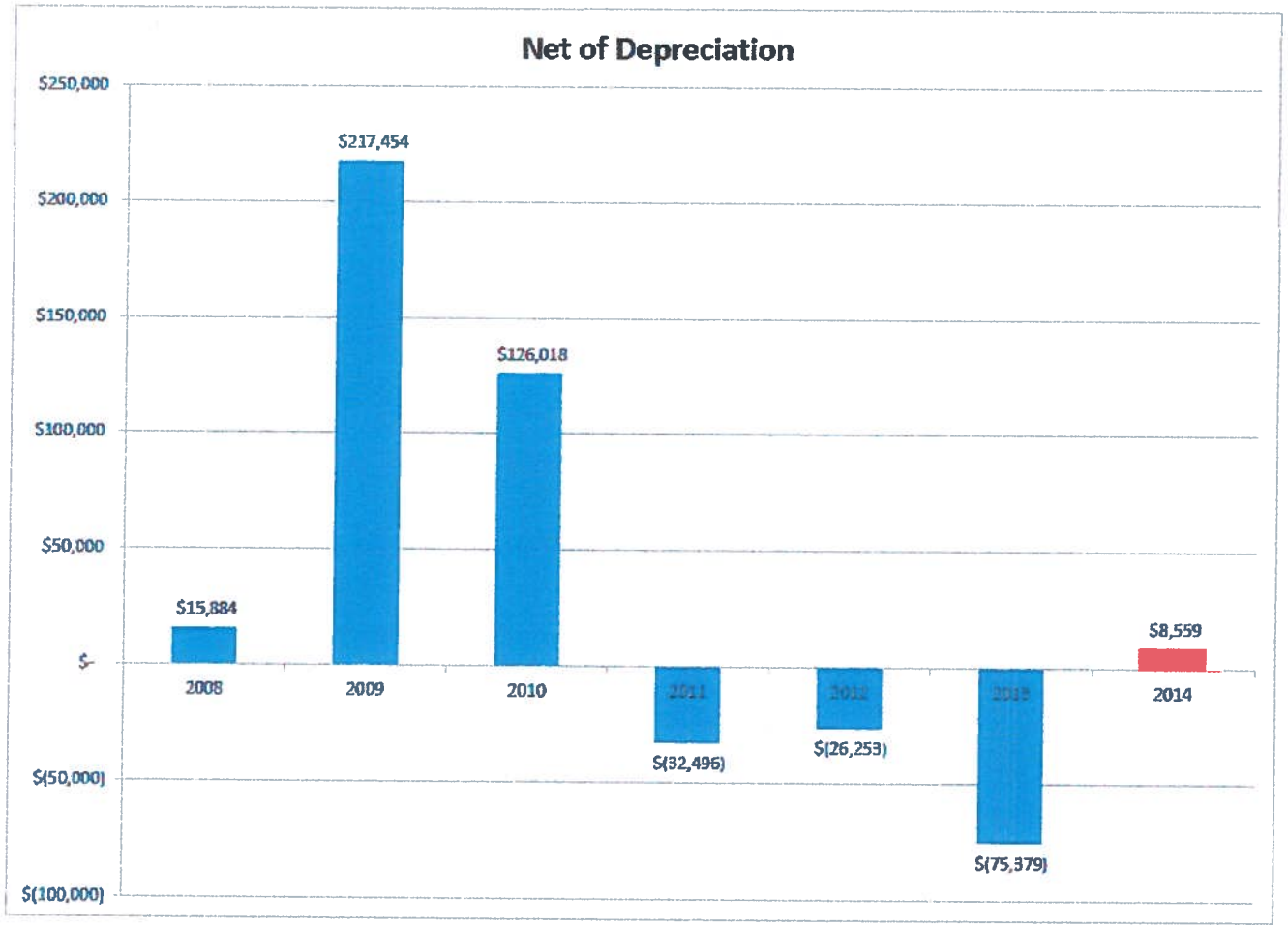

City Contributions
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$-
$50,000
$-
$35,000
$-
$-
$5,000
$47,200
2008
2009
2010
2011
2012
2013
2014


Total Revenues
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
$232,202
$494,342
$471,110
$324,045
$312,077
$218,083
$269,985
2008
2009
2010
2011
2012
2013
2014


Operating Expenses
$100,000
$90,000
$80,000
$70,000
$60,000
$50,000
$40,000
$30,000
$20,000
$10,000
$-
$49,104
$64,232
$90,741
$71,477
$68,057
$42,414
$41,677
2008
2009
2010
2011
2012
2013
2014

Salary Expenses
$250,000
$200,000
$150,000
$100,000
$50,000
$-
$109,962
$140,011
$161,445
$191,664
$192,053
$181,258
$154,580
2008
2009
2010
2011
2012
2013
2014


Total Expenses
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$-
$258,436
$329,423
$423,282
$444,107
$430,763
$374,349
$323,605
2008
2009
2010
2011
2012
2013
2014


Net of Depreciation
$250,000
$200,000
$150,000
$100,000
$50,000
$-
$(50,000)
$(100,000)
$15,884
$217,454
$126,018
$(32,496)
$(26,253)
$(75,379)
$8,559
2008
2009
2010
2011
2012
2013
2014

6-C

Law Enforcement Mutual Aid Agreement

THIS LAW ENFORCEMENT MUTUAL AID AGREEMENT ("Agreement") is made and entered into on this 1st day of July 2015 by and among the Rector and Visitors of the University of Virginia on behalf of The University of Virginia's College at Wise Campus Police Department (the "Campus Police Department"), Town of Appalachia Police Department, Town of Big Stone Gap Police Department, Town of Coeburn Police Department, Town of Pound Police Department, Town of St. Paul Police Department, Town of Wise Police Department, Wise County Sheriff's Office, and City of Norton Police Department. Each law enforcement agency that is a party to this Agreement may be referred to in the Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, sections 15.2-1726 and 15.2-1736 of the Code of Virginia authorize the governing bodies of the Parties to enter into agreements for the use of their joint police or other law-enforcement forces, both regular and auxiliary, their equipment and materials to maintain peace and good order; and any police or other law-enforcement officer, regular or auxiliary, while performing his duty under any such agreement, shall have the same authority in any county, city, or town as he has within the county, city, or town where he was appointed;

WHEREAS, section 23-234 of the Code of Virginia authorizes campus police officers appointed as provided in section 23-233 or appointed and activated pursuant to section 23-233.1 to exercise the powers and duties conferred by law upon other police officers and authorizes the Campus Police Department to enter into one or more mutual aid agreements with other law enforcement agencies for the use of joint forces, both regular and auxiliary, equipment, and materials; and when needed in the investigation of any felony sexual assault or medically unattended death; and furthermore, requires the Campus Police Department or any other law enforcement agency conducting an investigation of a felony sexual assault to notify the local attorney for the Commonwealth in the appropriate jurisdiction of any felony sexual assault investigation within 48 hours of beginning such investigation if on-campus, in or on a noncampus building or property, or on public property as defined in the Code of Virginia; such notification shall not require the Campus Police Department or the other law enforcement agency to disclose identifying information about the victim;

WHEREAS, the Parties have determined that the provision of law enforcement aid across jurisdictional lines will increase their abilities to respond more effectively to law enforcement emergencies involving immediate threats to life, property, or public safety of their respective jurisdictions, and will assist them in the preservation of public safety and welfare of the entire area;

WHEAREAS, the Parties have determined that joint investigation and reporting, when appropriate, of any felony sexual assault or medically unattended death will benefit the entire community;

WHEREAS, it is deemed to be mutually beneficial to the Parties to enter into this Agreement concerning mutual aid and cooperation with regard to law enforcement personnel and resources; and

WHEREAS, the Parties desire that the terms and conditions of this Agreement be established;

NOW THEREFORE; in consideration of the above recitals and the covenants contained in this Agreement the Parties agree as follows:

1. This Agreement is intended and shall provide for the broadest scope of cooperation and mutual aid among the Parties that is permitted by law. It expressly includes, but is not limited to the provision of law enforcement officers, non-sworn support personnel, canines, vehicles, aircraft, watercraft, equipment, and supplies. The sworn and non-sworn personnel permitted to render services and perform duties pursuant to this Agreement may include, but not be limited to uniformed and non-uniformed (i.e., plain clothes) law enforcement officers, canine handlers and their dogs, investigators and detectives, forensic officers and technicians (specifically including computer forensic specialists), traffic and parking officers (specifically including motor, bicycle, mounted officers and accident reconstruction specialists), special operations officers (specifically including any members of tactical, SWAT, SRT, or other specialized response teams or units), underwater recovery officers, negotiators, surveillance officers and technicians, drug and alcohol enforcement officers, technical, resource, and crime prevention officers, animal control officers, analysts or victim services personnel, and any other sworn or non-sworn personnel necessary or appropriate to provide mutual aid, assistance or support to one or more of the Parties.

2. Whenever the need arises for mutual aid, assistance or support for one or more of the Parties to this Agreement in connection with any law enforcement activity including but not limited to any law-enforcement emergency involving any immediate threat to life, property, or public safety or welfare; the interviewing, questioning, arrest, transportation, processing, or detention of any person(s); the execution of any warrants or other legal process, or orders for temporary detention or emergency custody; canvassing or searching for any person, property, or evidence; any emergency resulting from the existence of a state of war, internal disorder, terrorist incident or investigation; fire, flood, epidemic, or natural or other disaster; any special, unexpected, or other event drawing large numbers of persons or vehicles; or participation in any training or joint exercises; the law enforcement officers and other personnel of any of the Parties together with any other resources or equipment identified in this Agreement may lawfully go or be sent beyond the territorial limits of their jurisdiction to any jurisdiction of any Party to assist in meeting such emergency or need, or while en route to a part of any Party's jurisdiction which is only accessible by roads outside the jurisdiction. While performing any duty, function or service under this Agreement, law enforcement and non-sworn personnel shall at all times remain under the authority and command of the chief law enforcement officer of the agency by which they are appointed or employed. While in use under this Agreement, canines, vehicles, aircraft, watercraft, equipment, and supplies shall at all times remain under the ultimate authority and control of the law enforcement agency by

which they are owned. All human resources and equipment nonetheless shall be made available to the extent reasonably possible for deployment and use as directed by the requesting law enforcement agency.

3. Each Party is and shall remain solely and exclusively responsible for the acts and omissions of its law enforcement officers and other personnel while performing duties, functions or services pursuant to this Agreement. No Party shall be liable to any other Party for reimbursement for compensation, benefits, injuries to personnel, damages to equipment, costs of supplies, or any other expenses or costs incurred while performing services under this Agreement unless the Parties expressly agree to the allocation of such expenses and costs. The duties, functions or services performed, equipment and supplies used, and any expenses incurred while performing any duty, function or service pursuant to this Agreement shall be for public and governmental purposes and all immunities afforded to any person, law enforcement agency, or Party shall extend to all actions performed pursuant to this Agreement in any location, including but not limited to the jurisdiction of the requesting law enforcement agency.

4. All immunities from liability, exemptions from laws, ordinances and regulations, pension, relief, disability, worker's compensation, life and health insurance, and other benefits enjoyed by law enforcement officers and other personnel of any Party shall extend fully to all duties, functions or services performed pursuant to this Agreement in any location, including but not limited to the jurisdiction of the requesting law enforcement agency.

5. The Parties may request mutual aid, assistance or support including the use of any resources identified in this Agreement in the investigation of any felony sexual assault or medically unattended death. In addition, in accordance with section 23-234 of the Code of Virginia, nothing in this Agreement shall prohibit the Campus Police Department from requesting assistance from any appropriate law enforcement agency of the Commonwealth, even though a mutual aid agreement has not been executed with that agency.

6. In the event that the Campus Police Department or any of the Parties to this Agreement, conducts an investigation that involves a felony sexual assault occurring on-campus, in or on a noncampus building or property, or on public property, as those terms are defined in the Code of Virginia, that agency shall notify the local attorney for the Commonwealth of the appropriate jurisdiction of such investigation within 48 hours of beginning such investigation. Such notification shall not require the Campus Police Department or any of the Parties to disclose identifying information about the victim.

7. This Agreement sets forth the complete agreement relating to provisions of mutual law enforcement services among the parties, and supersedes all previous agreements, whether written or oral, relating to such services.

8. Any of the Parties may withdraw from this Agreement by giving ninety (90) days written notice to the other Parties. The withdrawal of one or more of the Parties from this

Agreement shall not affect the force and validity of the Agreement as to the remaining Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective signatures.

Town of Appalachia Police Department

By: _____

Town of Big Stone Gap Police Department

By: _____

Town of Coeburn Police Department

By: _____

Town of Pound Police Department

By: _____

Town of St. Paul Police Department

By: _____

Town of Wise Police Department

By: _____

Wise County Sheriff's Office

By: _____

City of Norton Police Department

By: _____

University of Virginia's College at Wise Campus Police Department

By: _____

LAW ENFORCEMENT MUTUAL AID AGREEMENT

This Agreement made this the 25 day of April, 2006 by and between and among the County of Wise, the City of Norton, the Town of Big Stone Gap, the Town of Appalachia, the Town of Coeburn, the Town of Wise, the Town of Pound, the Town of St. Paul, and the University of Virginia's College at Wise Campus Police.

WHEREAS, Sections15.2-1724, 15.2-1730, and 15.2-1736 Code of Virginia, as amended, authorize localities and sheriffs to assist each other and to enter into reciprocal agreements for cooperation and to furnish certain law enforcement services; and

WHEREAS, these parties recognize that police and other officers of a locality, together with all necessary equipment, may lawfully when necessary go or be sent beyond territorial limits for certain specified purposes pursuant to §15.2-1724 Code of Virginia, as amended and that in such event the acts performed by such officers and expenditures made for such assistance shall be deemed conclusively to be for a public and governmental purpose and such officers shall have all of the immunities from liability and exemptions from laws, ordinances, and regulations and further shall have all of the pension, relief, disability, workers compensation and other benefits enjoyed by them while performing their respective duties within their own territorial limits; and

WHEREAS, further recognizing that in cases of emergency declared by the chief law enforcement officer of a locality or his designee pursuant to §15.2-1730, Code of Virginia, as amended, said officer or his designee may request assistance from the chief law enforcement officer or his designee of the towns within his county or adjoining counties or cities, or towns in adjoining counties without the necessity for deputizing such deputies or officers and such

deputies or officers shall have the full police powers in such locality as conferred upon them by law during the period of such emergency; and

WHEREAS, localities may enter agreements for cooperation in the furnishing of police services pursuant to §15.2-1726, Code of Virginia, as amended, subject to the conditions of the agreement shall have the same powers, rights, benefits, privileges and immunities in every jurisdiction subscribing to such agreement including the authority to make arrests in every such jurisdiction; and

WHEREAS, recognizing that localities, campus police appointed pursuant to §23-233, Code of Va., as amended, and Sheriffs may enter into agreements for the use of their joint police and other law enforcement forces, both regular and auxiliary, their equipment and materials to maintain peace and good order pursuant to §15.2-1736, Code of Virginia, as amended, whose authority shall be the same as in his appointing locality while performing duties under any such contract or agreement; and

WHEREAS, the County of Wise, the City of Norton, the Town of Big Stone Gap, the Town of Appalachia, the Town of Coeburn, the Town of Wise, the Town of Pound, the Town of St. Paul and the University of Virginia's College at Wise Campus Police have determined that the provision of law enforcement cooperation and aid across jurisdictional lines will increase their respective abilities to preserve the safety and welfare of the entire area their citizens and the community in general; and

WHEREAS, it is deemed to be mutually beneficial to each jurisdiction to enter into an agreement concerning mutual aid and cooperation with regard to law enforcement; and

WHEREAS, the parties desire that the terms and conditions of such Law Enforcement Mutual Aid be established.

WITNESSETH:

That for and in consideration of the mutual benefits to be derived by the COUNTY OF WISE, CITY OF NORTON, TOWN OF BIG STONE GAP, TOWN OF APPALACHIA, TOWN OF COEBURN, TOWN OF WISE, TOWN OF POUND, TOWN OF ST. PAUL, and the UNIVERSITY OF VIRGINIA'S COLLEGE AT WISE CAMPUS POLICE respectfully, from a Law Enforcement Mutual Aid Agreement ("AGREEMENT"), covenant and agree with the other, pursuant to proper resolution approved by each jurisdiction, as follows:

1. The parties will endeavor to provide reciprocal law enforcement support within the capabilities available at the time the request is made and within the terms of this Agreement.

2. No party to this Agreement shall be liable to the other party for any loss, damage, personal injury, or death to law enforcement personnel or equipment resulting from the performance of this Agreement, whether such occur within or outside the jurisdictional boundaries of the parties, nor for expenses arising out of assistance provide pursuant to this Agreement, unless otherwise agreed to by the parties.

3. Requests for assistance pursuant to the terms and conditions of this Agreement shall be made to and authorized by the Chief of Police or his designee of the respective localities or the Sheriff or his designee from whom assistance is sought. Such requests may be made in person or by electronic means, provided that the identity of the requestor is verified if electronic means are used.

4. The personnel of the requested jurisdiction shall report to and render assistance under the direction of the Chief of Police or Sheriff of the requesting jurisdiction, or their respective designees except that the ultimate control of the personnel of any party rendering assistance shall rest with the officers or supervisors of such personnel.

5. The services performed and expenditures made pursuant to this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the parties, their agents and employees with their respective jurisdictions shall extend to participation in rendering assistance pursuant to this Agreement. It is understood that for the purpose of this Agreement, the personnel of the responding parties are rendering aid once they have entered the jurisdictional boundaries of the party receiving assistance.

6. Officers responding to this Agreement shall have all necessary authority to enforce the laws of the Commonwealth of Virginia and to perform the other duties of a law enforcement officer. Such authority and all actions pursuant to this Agreement shall be in conformance with §15.2-1724, 15.2-1730, and 15.2-1736, Code of Virginia, as amended, including future amendments, and all other applicable laws and regulations.

7. This Agreement repeals and supersedes all previous written Agreements or oral understandings relating to the provision of reciprocal law enforcement services. This Agreement represents the sole document regulating the provision of reciprocal law enforcement services between parties.

8. This Agreement shall be effective from the date of execution, until terminated by either party or his or her successors, giving thirty (30) days prior written notice of termination to the other parties.

9. Any notice required by this Agreement shall be deemed effective if given by registered or certified mail, return receipt requested, or by other receipted delivery, to the other party at their regular address of record.

The signatures of the parties are set out below in acknowledgement of this Agreement.

WISE COUNTY	CITY OF NORTON
TOWN OF WISE	TOWN OF POUND
UNIVERSITY OF VIRGINIA'S COLLEGE AT WISE CAMPUS POLICE	TOWN OF APPALACHIA
TOWN OF BIG STONE GAP	TOWN OF COEBURN
TOWN OF ST. PAUL	

9. Any notice required by this Agreement shall be deemed effective if given by registered or certified mail, return receipt requested, or by other receipted delivery, to the other party at their regular address of record.

The signatures of the parties are set out below in acknowledgement of this Agreement.

WISE COUNTY	CITY OF NORTON
TOWN OF WISE	TOWN OF POUND
UNIVERSITY OF VIRGINIA'S COLLEGE AT WISE CAMPUS POLICE	TOWN OF APPALACHIA
TOWN OF BIG STONE GAP	TOWN OF COEBURN
TOWN OF ST. PAUL	

9. Any notice required by this Agreement shall be deemed effective if given by registered or certified mail, return receipt requested, or by other receipted delivery, to the other party at their regular address of record.

The signatures of the parties are set out below in acknowledgement of this Agreement.

WISE COUNTY

CITY OF NORTON

TOWN OF WISE

TOWN OF POUND

UNIVERSITY OF VIRGINIA'S
COLLEGE AT WISE CAMPUS POLICE

TOWN OF APPALACHIA

TOWN OF BIG STONE GAP

TOWN OF COEBURN
AUG. 9, 2004

TOWN OF ST. PAUL

9. Any notice required by this Agreement shall be deemed effective if given by registered or certified mail, return receipt requested, or by other receipted delivery, to the other party at their regular address of record.

The signatures of the parties are set out below in acknowledgement of this Agreement.

John W. Peace II WISE COUNTY	CITY OF NORTON
TOWN OF WISE	Bobby L. Dorton TOWN OF POUND
UNIVERSITY OF VIRGINIA'S COLLEGE AT WISE CAMPUS POLICE	TOWN OF APPALACHIA
TOWN OF BIG STONE GAP	TOWN OF COEBURN
TOWN OF ST. PAUL	

9. Any notice required by this Agreement shall be deemed effective if given by registered or certified mail, return receipt requested, or by other receipted delivery, to the other party at their regular address of record.

The signatures of the parties are set out below in acknowledgement of this Agreement.

WISE COUNTY

CITY OF NORTON

TOWN OF WISE

TOWN OF POUND

UNIVERSITY OF VIRGINIA'S
COLLEGE AT WISE CAMPUS POLICE

TOWN OF APPALACHIA
Mayor TOA.

TOWN OF BIG STONE GAP

TOWN OF COEBURN

TOWN OF ST. PAUL

9. Any notice required by this Agreement shall be deemed effective if given by registered or certified mail, return receipt requested, or by other receipted delivery, to the other party at their regular address of record.

The signatures of the parties are set out below in acknowledgement of this Agreement.

WISE COUNTY

CITY OF NORTON

TOWN OF WISE

TOWN OF POUND

UNIVERSITY OF VIRGINIA'S
COLLEGE AT WISE CAMPUS POLICE

TOWN OF APPALACHIA

TOWN OF BIG STONE GAP

TOWN OF COEBURN

TOWN OF ST. PAUL

6-D

Resolution

Whereas The POWER + Plan is a component within the 2016 federal budget proposed by President Obama; and

Whereas The POWER + Plan, if approved by Congress, would authorize billions of dollars in federal programs targeted to improve the economy of the Appalachian Coalfields, including the economies of Southwest Virginia and the City of Norton; and

Whereas The Plan specifically includes increased funding for the Abandoned Mined Land Fund, Appalachian Regional Commission, and the United Mine Workers of America Health and Pension Plan; and

Whereas The City of Norton desires to invest resources to adapt to new economic circumstances facing our region and the increased federal funding targeting our region that would help to leverage local efforts;

NOW, THEREFORE, LET IT BE RESOLVED THAT the City of Norton supports any initiative, such as the proposed increased funding noted above as included in Power+ Plan, and that the City encourages Senators Kaine and Warner and Congressman Griffith to support any plan that targets redevelopment funding opportunities for our region.

ADOPTED this 21st day of July, 2015.

CITY OF NORTON, VIRGINIA

_____

William J. Mays, Mayor

ATTEST:

_____

Clerk

February 2, 2015

Berea, Ky. – The POWER Plus Plan announced by President Obama today is a welcome and hopeful sign that brings with it much opportunity for coalfield communities. MACED believes smart federal investment is essential for creating a brighter economic future in the Appalachian region, and the Power Plus Plan is a major boost to regional economic transition initiatives already taking place.

The fours pillars of the POWER Plus plan are as follows:

1. New and accelerated investment in Abandoned Mine Land Communities. One billion dollars will be invested over five years to reclaim land and create jobs and other economic opportunity.
2. Proposed increases to economic development and workforce development programs. This will include increased federal investments in programs critical to coalfield communities including the Appalachian Regional Commission, USDA Rural Development, EPA Brownfield programs, Economic Development Administration programs and others.
3. Ensure solvency to the UMWA health and retirement fund through legislative reforms and new investments.
4. Create new tax incentives to drive the development and use of Carbon Capture, Utilization and Sequestration technologies for coal and gas-fired power plants to reduce air born emissions.

The majority of these programs will provide critical investments necessary to propel Appalachia forward. The programs will support critical activities including community based planning for economic development, implementation of existing planning activities including those identified in the Shaping Our Appalachian Region (SOAR) process and direct investment in job creating activities.

These investments can help expand healthy Appalachian forests, repair damaged and polluted streams, support energy efficiency and grow a foundation for strong entrepreneurship support. These efforts have the real potential for near-term job creation and can result in longer-term economic opportunities.

For decades, the Appalachian region provided the coal necessary for the industrialization of the United States. As young people, enterprises and communities across the region seek a new vision for economic prosperity, the POWER Plus plan can provide the resources and technical assistance necessary to make their vision a reality. This is a huge step toward complementing existing – and creating new – meaningful public-private partnerships needed to create a brighter Appalachian future.

Investing in Coal Communities, Workers, and Technology: The POWER+ Plan

This Budget shows what we can do if we invest in America's future and commit to an economy that rewards hard work, generates rising incomes, and allows everyone to share in the prosperity of a growing America. It lays out a strategy to strengthen our middle class and help America's hard-working families get ahead in a time of relentless economic and technological change. And it makes the critical investments needed to accelerate and sustain economic growth in the long run, including in research, education, training, and infrastructure.

The President's 2016 Budget is designed to bring middle class economics into the 21st Century. These proposals will help working families feel more secure with paychecks that go further, help American workers upgrade their skills so they can compete for higher-paying jobs, and help create the conditions for our businesses to keep generating good new jobs for our workers to fill, while also fulfilling our most basic responsibility to keep Americans safe. We will make these investments, and end the harmful spending cuts known as sequestration, by cutting inefficient spending and reforming our broken tax code to make sure everyone pays their fair share. We can do all this while also putting our nation on a more sustainable fiscal path. The Budget achieves about $1.8 trillion in deficit reduction, primarily from reforms to health programs, our tax code, and immigration.

****

The United States is undergoing a rapid energy transformation, particularly in the power sector. Booming natural gas production, declining costs for renewable energy, increases in energy efficiency, flattening electricity demand, and updated clean air standards are changing the way electricity is generated and used across the country. These trends are producing cleaner air and healthier communities, and spurring new jobs and industries. At the same time, they are impacting workers and communities who have relied on the coal industry as a source of good jobs and economic prosperity, particularly in Appalachia, where competition with other coal basins provides additional pressure.

To help these communities adapt to the changing energy landscape and build a better future the President's FY 2016 Budget is proposing the **POWER Plus (POWER+) Plan**. The **POWER+ Plan** invests in workers and jobs, addresses important legacy costs in coal country, and drives development of coal technology:

- The Plan provides dedicated new resources for economic diversification, job creation, job training and other employment services for workers and communities impacted by layoffs at coal mines and coal-fired power plants.

- The Plan includes unprecedented investments in the health and retirement security of mineworkers and their families and the accelerated clean-up of hazardous coal abandoned mine lands, because a better future must rest on a

foundation that addresses the legacy costs of coal mining on lands and on coal miners, who have helped keep the lights on in this nation for generations.

- And because coal will continue to be a critical part of the energy mix in this country and around the world, the Plan provides new tax incentives to support continued technology development and deployment of carbon capture, utilization and sequestration technologies.

SUPPORTING ECONOMIC DIVERSIFICATION AND JOB CREATION

The Budget provides over **$55 million** for the implementation of targeted economic and workforce development strategies across a number of federal programs. These funds will be aligned and leveraged through the POWER (Partnerships for Opportunity and Workforce and Economic Revitalization) initiative that will begin in FY2015 and be expanded in FY2016, utilizing the federal resources summarized below, to target assistance through competitively awarded grants to partnerships anchored in communities impacted by changes in the power sector and coal industry. These funds will help communities to: diversify their economies; create good jobs in existing or new industries; attract new sources of job-creating investment; and provide reemployment services and job training to dislocated workers in order to connect them to high-quality, in-demand jobs. These investments include:

- Department of Labor (DOL), Dislocated Workers National Reserve: Using National Reserve funds, DOL provides grants to states that have recently experienced a significant dislocation event, such as a mass layoff or plant closing. These funds supplement job training formula grants to temporarily expand the capacity of states and local communities to provide reemployment services, job training, subsidized employment, and supportive services to help unemployed workers get back on the job.

  The Budget provides **$20 million** specifically to support workers dislocated from coal mines and coal-fired power plants. Along with funding already provided through the National Reserve, this will allow states and local areas to provide reemployment, training, and supportive services to these transitioning coal economy workers to help them get back to work in good jobs and careers.

- Appalachian Regional Commission (ARC): The ARC is a regional development agency created to assist economic growth in Appalachian communities. Funds are awarded through a cooperative process with the governors of the 13 states that make up Appalachia.

  The Budget provides **$25 million for the ARC** which will be directed specifically to those Appalachian communities most affected by coal economy transition and will support a range of economic development planning and implementation activities, including developing entrepreneurial ecosystems, facilitating access to

capital investments and new markets, and addressing barriers related to adequate water, sewer, and telecommunication infrastructure.

- Department of Commerce, Economic Development Assistance Programs (EDAP): The Economic Development Administration (EDA) leads the federal economic development agenda by promoting regional and national innovation, collaboration and competitiveness. EDA disburses grants to assist economically distressed communities by fostering an environment conducive to job creation and economic growth.

  The Budget increases funding for EDA operations support in FY 2016 by more than $8 million over FY 2015, including **$6 million** targeted to advancing and coordinating the federal government's place-based regional innovation efforts. In addition to serving in a coordinating capacity for federal economic development funds government-wide, the agency will take a leadership role in the POWER initiative by providing planning and coordination to communities and federal agencies.

- Environmental Protection Agency (EPA) Brownfields Program: EPA provides grants to communities to assess and cleanup brownfield sites. EPA awards grants for Area-Wide Planning (AWP) when a comprehensive strategy – that may involve developing market studies, analyzing approaches for securing implementation resources, defining viable new end uses, prioritizing sites, and engaging a range of community stakeholders – is needed to address multiple brownfield sites in a single community.

  The Budget includes increased funding for the Brownfields Program, of which **$5 million** is designated exclusively for AWP grants targeted to communities affected by the retirement of coal-fired power plants.

- USDA Rural Development (RD): RD offers technical assistance and grants and loans to rural communities for essential public facilities and services. Within RD, the Rural Economic Development (RED) Loan and Grant program supports projects through rural utilities that will create and retain employment in rural areas and capitalizes revolving loan funds toward that end.

  The Budget provides $12 million for RED grants and $85 million in loans. The programs will provide targeted funding for job creating projects in rural areas where changes in the coal industry are causing economic distress.

ENSURING THE HEALTH AND RETIREMENT OF COAL MINERS AND THEIR FAMILIES

The Budget includes legislative reforms to strengthen the health care and pension plans that provide for the health and retirement security of over 100,000 retired coal miners and their families. Currently, the Department of Interior's Office of Surface Mining

Reclamation and Enforcement (OSMRE) makes annual transfers to three health plans administered by the United Mine Workers of America (UMWA) Health and Retirement Funds to provide benefits for retired coal miners and their families whose employers no longer contribute to their plans.

The Budget revises the formula for transfers of funds to the UMWA 1993 Health Benefit Plan by taking into account all beneficiaries enrolled in that health care plan as of this proposal's enactment. The Budget further accounts for those retirees whose health benefits were denied or reduced as the result of a bituminous coal industry bankruptcy proceeding commenced in 2012. Additionally, the Budget would transfer funds to the Pension Benefit Guaranty Corporation (PBGC) for the purpose of protecting the long-term solvency of the 1974 UMWA Pension Plan and Trust (1974 Pension Plan). The 1974 Pension Plan is significantly underfunded and approaching insolvency. Transfers would continue until that Plan is fully funded. The 1974 Pension Plan covers approximately 100,000 mineworkers and their families. The UMWA Health and Retirement Funds collectively pay about $1 billion per year in health and retirement benefits to health care providers and families in all 50 states, with the majority of benefits flowing to Appalachian states where coal mining job loss has been most severe.

BUILDING NEW DEVELOPMENT OPPORTUNITIES AND NEW JOBS IN ABANDONED MINE LAND COMMUNITIES

In order to address the continuing legacy of coal abandoned mine lands (AML) on the health, safety, environment and economic development potential of communities, the Budget makes available to States and Tribes **$1 billion**, over 5 years, from the unappropriated balance of the Abandoned Mine Reclamation Fund, administered by OSMRE. The AML funding would be used for the reclamation of abandoned coal mine land sites and associated polluted waters in a manner that promotes sustainable redevelopment in economically distressed coal country communities. The majority of un-reclaimed coal mine lands are concentrated in Appalachian states that have experienced coal mining job loss. The proposal will provide $200 million per year for five years to States and Tribes based on economic factors, such as the unemployment rate of coal mining regions, and remaining abandoned coal mine land and water problems where reclamation linked to job-creating economic development strategies would help revitalize impacted communities. OSMRE will seek input from States, Tribes and other stakeholders as it finalizes details of this proposal.

DEPLOYING CARBON CAPTURE, UTILIZATION,AND SEQUESTRATION TECHNOLOGIES

The Budget provides two new tax incentives that will complement each other in driving the deployment of carbon capture, utilization and sequestration (CCUS) technologies, which will enable additional technology improvements and drive down the costs of follow-on CCUS deployment.

The Budget provides **$2 billion** in refundable investment tax credits to new and retrofitted electric generating units (EGUs) that deploy carbon capture technology. New plants must capture more than 75 percent of their carbon dioxide (CO2) emissions, and retrofits must capture more than 75 percent of the CO2 emissions from the set of units to which the eligible investment is applied. Retrofits to existing plants must apply to units that have capacities greater than 250 megawatts and that capture and store more than 1 million metric tons of CO2 per year. In order to incent the deployment of different kinds of technology, no more than 60 percent of the total credits may go to either new or retrofit projects, and no more than 40 percent may flow to any single technology sub-category (e.g., liquid solvents, gas-separation membranes). A minimum of 70 percent of the credits must go to projects fueled by greater than 75 percent coal. The credits would be available for 30 percent of the installed cost of eligible property, which would include CO2 transportation and storage infrastructure in addition to EGUs.

The Budget also provides a refundable sequestration tax credit of (1) $50 per metric ton of CO2 permanently sequestered and not beneficially reused (e.g., for enhanced oil recovery); or (2) $10 per metric ton for CO2 that is permanently sequestered and beneficially reused. The credit would be allowed for a maximum of 20 years of production.

Obama's Budget Provides Millions For Out-Of-Work Coal Miners

BY **KATIE VALENTINE**

HTTP://THINKPROGRESS.ORG/CLIMATE/2015/02/02/3618103/POWER-PLUS-PLAN-FOR-COAL-MINERS/

POSTED ON FEBRUARY 2, 2015 AT 3:26 PM

Coal production is on the decline in the U.S., and while that's a good thing for the climate, it's making finding a job difficult for many people in coal-heavy states, particularly in Appalachia. To help ease the immediate effects that coal's decline is having in these regions, President Obama introduced a plan Monday to help coal country rebound from the decline of what has historically been its most valuable resource.

The plan, called POWER Plus and is part of the President's proposed Fiscal Year 2016 Budget, provides more than $55 million in funding for job training, job creation, economic diversification, and other economic efforts in communities that have experienced layoffs due to the declining coal industry. According to the White House, that funding is "unprecedented" and will go toward improving the economic security of coal miners and their families, who have "helped keep the lights on in this nation for generations."

Those investments include $20 million in funding for coal miners or coal plant workers who have lost their jobs in recent years. The money will go toward job transitioning services and programs for those who have lost their jobs in the coal industry. Another $25 million will go toward the Appalachian Regional Commission, which works to improve economic opportunities in Appalachia.

"Our point here is that while policymakers can disagree about the reasons why the coal industry is struggling, all Americans should be able to agree that these workers and communities, who are in some of the most economically distressed parts of the country, deserve help from the federal government," Jason Walsh, a senior White House policy adviser told the Charleston Gazette.

The plan includes funding for environmental recovery, too. Under the plan, $5 million would be provided to the Environmental Protection Agency's Brownfields Program, which works to clean up land that's been contaminated by harmful pollution, and in this case, the money would be going toward property that's been affected by a recently-shuttered coal plant.

The federal government, along with state governments and local organizations, has grappled with ways to cope with the downturn of the coal industry over the last few years. In 2012, West Virginia received a Department of Labor grant to help with job training for out-of-work coal miners and their families. Last year, the Department of Labor also awarded $7.5 million to Eastern Kentucky Concentrated Employment Program Inc. (EKCEP), an organization that helps find new jobs for Kentuckians who used to work in the coal industry. Michael Cornett, director of agency expansion and public relations for EKCEP, told ThinkProgress in June that EKCEP has helped about 900 laid-off coal miners be placed in new jobs.

"It's a variety of different jobs, but the common denominator is that these are really hard workers, they're intelligent workers, and they're some of the most loyal workers in the industry," Cornett said. "They just need the right people to broker connections with different industries and employers in the region and state."

Coal's decline in the U.S. has been attributed partially to the increasing automation of the coal industry, which has created an environment in which fewer miners are needed to extract coal. Appalachia faces additional pressures: some of its coal basins are running low, and it's hard for Appalachian coal to compete with cheaper coal from the Western United States.
Kentucky Gov. Steven Beshear praised the President's proposed plan.

"With Appalachia experiencing job loss due to a steady decline in the mining sector, our region is especially supportive of the POWER+ Plan and the substantial investment it represents in building a more diversified economy, promoting entrepreneurship, and creating new jobs for our citizens," he said in a statement. "We look forward to its approval by Congress and implementation in the coming months."

Charleston Gazette

Obama's budget includes coalfields aid

By Ken Ward Jr.
Feb 2, 2015

CHARLESTON, W.Va. — Coalfield communities struggling with mounting job losses as the nation's energy markets restructure would receive hundreds of millions of dollars in new money to help create jobs and plan economic diversification programs, under the new budget proposed Monday by President Obama.

The administration is proposing $1 billion in new spending over the next five years to clean up abandoned strip mines and $2 million in tax credits aimed at spurring innovation on technology to capture carbon pollution from power plants. Obama's proposal also includes $3.9 billion over 10 years to protect health and retirement benefits for retired coal miners, officials said.

Obama is also asking the Republican-controlled Congress to provide $56 million in new money for existing programs at the Appalachian Regional Commission, the Department of Labor and the U.S. Environmental Protection Agency to help laid-off workers and to assist coalfield communities with economic development.

Administration officials said that proposals are aimed specifically at addressing jobs losses and economic distress in coal-producing regions where a variety of factors — the boom in natural gas, the mining out of high-quality coal seams, competition from other coal basins and new environmental rules — have prompted a significant contraction in coal-mining jobs.

"We are in the midst of a pretty dramatic energy transition in this country that is producing a lot of very good things, from cleaner air to healthier communities to new jobs and new industries," said Jason Walsh, a senior policy adviser at the White House. "At the same time, it is impacting workers and communities who have relied on the coal economy as a source of good jobs for a whole lot of years.

"Our point here is that while policymakers can disagree about the reasons why the coal industry is struggling, all Americans should be able to agree that these workers and communities, who are in some of the most economically distressed parts of the country, deserve help from the federal government," Walsh said.

In a prepared statement, the White House said the effort is being called "Power Plus Plan," and is meant to invest in workers and jobs, address important "legacy costs" in coal communities, and drive development of new technologies.

Among the budget increases for existing programs being proposed by the president for the 2016 budget year, which starts Oct. 1:

-An additional $20 million specifically for laid-off coal miners and power plant employees for the Labor Department's $200 million program to provide re-employment services, job training and other support to help transition to jobs in other fields.

- An increase of $25 million in the Appalachian Regional Commission's roughly $70 million annual budget, to be directed specifically to communities "most impacted by coal economic transition" to support "a range of economic development planning and implementation activities," including facilitating access to capital and new markets, and addressing barriers related to adequate water, sewer and telecommunications infrastructure.

-A funding bump of $6 million for the Economic Development Administration within the Department of Commerce targeted to advancing and coordinating the government's "place-based regional innovation efforts," such as grants to assist economically distressed communities foster "an environment conducive to job creation and economic growth."

- New funding of $5 million to the EPA for "brownfields" programs to help communities deal with the closure of coal-fired power plants.

In West Virginia, most political leaders have focused their efforts on legislation and litigation to oppose efforts by the Obama administration to reduce coal industry greenhouse gas pollution. A few local groups have been trying to convince state leaders that more work is needed to prepare for a decline in Southern West Virginia coal production that experts have been projected for many years as the high-quality coal seams are mined out.

"The president's plan offers an incredible opportunity to take meaningful action to help regenerate coalfield areas where coal will inevitably decline," said Ted Boettner, executive director of the West Virginia Center for Budget and Policy, a progressive group that has tried to encourage efforts to diversify the region's economy.

Part of Obama's proposal would address funding issues with the union coal miner health-care benefit program and growing concerns about the United Mine Workers union's 1974 Pension Plan, which covers about 100,000 retired miners and their families but has been facing financial instability because of losses during the financial crisis in 2008 and 2009 and because of the dwindling number of mine operators paying into it.

The proposal, similar to one authored by Rep. David McKinley, R-W.Va., would ensure funding for health-care benefits for retired miners. It would also provide the ailing UMW pension fund with an infusion from the Labor Department's Pension Benefit Guaranty Corp., according to budget documents made public Monday afternoon.

"We appreciate the inclusion of funding in the Obama administration's budget that would keep our government's promise to retired coal miners, their spouses and their widows," said UMW President Cecil Roberts.

Also, Obama is proposing an increase of $200 million per year in each of the next five years on mine cleanup spending from the federal Abandoned Mine Lands program within the Interior Department. The White House proposal would distribute the new money based on economic factors, such as the unemployment rate of coal mining regions, and the number of remaining abandoned mine sites, where reclamation is linked to "job-creating economic development strategies that would help revitalize impacted communities."

Reach Ken Ward Jr. at kward@wvgazette.com, 304-348-1702 or follow @kenwardjr on Twitter.

City of Norton

Inter-Office Memo

6-E

To: Mayor and City Council

From: Fred L. Ramey, Jr., City Manager

CC:

Date: July 16, 2015

Re: Norton Little League Donation

Since our last Council meeting, the City was approached with a request from the Norton Little League to provide a financial contribution to assist the 9 & 10 year old Lady Raiders Softball Team's trip to the State Tournament. It was the consensus of City Council to provide $1,000 to support their fundraising efforts for the trip. Please find attached their completed donation request.

The purpose of this agenda item is to confirm the contribution and authorize the City Administration to take those funds from the contingency line item.

Thank You.

City of Norton

Donation Policy

Adopted by City Council
4/15/2014

City of Norton
Donations Policy

BACKGROUND:

The City of Norton provides financial support to various regional and local organizations through our annual budget process. From time to time, City Council receives requests for funding outside of our normal budget process. Since the City receives more requests for funds than our funding will allow, this policy will assist City Council in considering each request.

APPLICANT ELIGIBILITY:

- Applicant must provide services which benefit residents of the City of Norton.
- Applicant must be:
    - Non-profit organization recognized by the IRS and the Commonwealth of Virginia; or
    - Charitable institution or association not controlled in whole or part by any church; or
    - Educational;
- And:
    - Past transactions with the City must have been free of significant problems

NOTE: Teams cannot be considered as applicants. In cases of athletic requests, the applicant must either be part of a youth sports organization or Norton City Schools.

REQUEST ELIGIBILITY:

The City shall not approve any donation which is not in conformance with § 15.2-953 of the Code of Virginia, as amended.

- The event or activity must not promote religion or religious organizations.
- The event must demonstrate some form of financial commitment other than the City funds being requested.
- Organizations (other than Norton City Schools) will be limited to one approved request per the City fiscal year (July 1st – June 30th).
- If the funding request includes travel, then:
    - Trip must be in excess of 100 miles one way;
    - Room nights shall include no more than one night before and one night after the primary event(s) which was the basis for the request;
    - Rooms must be assigned to players/students at a minimum of 2 per room;
    - A maximum of four rooms to be assigned for coaches/teachers;
    - An educational or cultural component should be included, when possible;
    - Expenses that <u>cannot</u> be paid with approved funds:
        - Meals for anyone other than coaches/teachers and players/students.
        - Hotels for anyone other than coaches/teachers and players/students.
        - Travel for anyone other than coaches/teachers and players/students.
        - Mileage expenses, to and from events, for coaches, teachers, and members of their families who use their personal vehicles for approved trips.

EVALUATION CRITERIA:

- Whether the request is acceptable for support.
- Whether the request demonstrates a convincing need for funding.
- Whether the City's financial situation will allow funding the request.
- Amount of previous funding the Applicant has received.
- Applicant's demonstration of organization integrity by use of strong business practices, a committed and responsible board, sound financial practices, and effective management controls.

APPLICANT REQUIREMENTS IF FUNDING IS AWARDED:

- Funds must be used only for what was requested and approved.
- A financial report of the use of the funds, including receipts, must be provided to the City within 60 days after completion of the event or project.
- Applicant may be asked to appear before City Council to present a formal update of the use of the funds.
- The City may choose to fund all, none, or some of the requested funds.
- The City may provide the funds prior to the event (project) or choose to reimburse the requesting organization, up to a specified amount, when receipts are presented to the city.
- Return any unused funds to the City within 60 days after completion of the event or project.

If you have any questions regarding the application or the consideration process, please feel free to contact the City Manager.

Application for Donation

Applicant/
Organization: NORTON Little League, INC.

Federal ID: _____

Address: 205 East Park Ave

NORTON, VA 24273

Contact
Person: TIM MCNEW - President

Phone: 276-639-6059 Fax: _____

Email: lawdog1433@yahoo.com

Organization's
Board
Members: V.P. Holly Jones, Tres. Crystal McNew

VPSB-Michael McCurdy, Safety Officer-Aaron Sergent

Player AGENT-Brad Hart

Secretary-Carla McCurdy

Amount
Requested: _____

Total
Amount
Needed: _____

Purpose for
Funds (attached additional information if needed):

Help 9+10 yR old SOFTBall Team with Expenses
For Hotelt Travel For State SoFtball Tourny
In Leesburg, VA on July 9 - July 15 2015

Describe
Fund Raising
Activities: We are having Bake Sales, Carwashes, Hotdog
Dinner Sales. We have went to local business
and asked for Donations. We are having several
Raffles.

Include overall financial information for the applicant organization with the application. This information should be the current budget or financial statements where applicable.

Applicant Certifies that they (the organization) will:

- Provide Accurate, current, complete financial records of the use of any approved funds.
- Maintain records which identify adequately the source and application of funds for grant supported activities.
- Maintain effective control over and accountability for all funds, property, and other assets ensuring that assets are used solely for authorized purposes.
- Provide the City access to the grant-related financial records.
- Expend requested funds for only the purposes described in the application form and attachments.
- Request permission in writing to make substantial changes in budget.
    - The changes must be approved by the City in advance.
- Will submit to the City a narrative and financial report within sixty (60) days after completion of the approved activity.

This form must be signed by an individual duly authorized by the governing body of the organization to act on its behalf. The signature of the individual below indicates the organization's compliance with the entire list of certifications listed above.

The undersigned certifies to the best of his/her knowledge that:

- The information in this application and its attachments is true and correct;
- The filing of this application has been duly authorized by the governing body of the applicant organization;
- The applicant organization agrees to comply with all conditions cited above.

The undersigned further certifies that he/she has the authority to obligate the application organization.

Tim McNew	President
Name of Authorizing Official	Title
[signature]	President
Signature of Authorizing Official	Title

Name of Applicant Organization: Norton Little League, Inc.

Norton Little League 9/10
Softball District 13 Champions
Thank you for supporting
Norton Little League

COACHES: SAM ADAMS, TOM MCCURDY, TIM MCNEW

PLAYERS:

ANIYAH HOLLINGER MCKENZIE TATE
JAYCIE RUSSELL MONICA JOHNSON
ABIGAIL ADAMS SAVANNAH ADAMS
KIERRA MCCURDY CHLOE MCNEW
SARAH CHURCH JADENCE DEARRY
ABBY PHIPPS KARI DURHAM

6-F

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
0023-146-735	107684	City of Norton

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, by and between the City of Norton, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.

   b. Receive prior written authorization from the DEPARTMENT to proceed with the project.

   c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

   d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.

   e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements

j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing,

receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

The remainder of this page is BLANK

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF NORTON, VIRGINIA:

_____

_____
Typed or printed name of signatory

_____ _____
Title Date

_____ _____
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

_____ _____
Chief of Policy Date
Commonwealth of Virginia
Department of Transportation

_____ _____
Signature of Witness Date

Attachment
Appendix A – UPC 107684

Appendix A

Project Number:	0023-146-735	UPC:	107684	CFDA #	N/A	Locality:	City of Norton

Project Location ZIP+4: 24273-1915	Locality DUNS# 088818521	Locality Address (incl ZIP+4): 618 Virginia Avenue NW Norton, Virginia 24273-1915

Project Narrative

Scope:	Milling & Paving US 23 Bus., Park Ave. NW
From:	MP 15.63
To:	MP 15.79

Locality Project Manager Contact info: Fred Ramey Jr. - 276-679-1160 fred@nortonva.org

Department Project Coordinator Contact Info: Chase Buchanan - 276-645-4878 Chase.Buchanan@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	$0	$0	$203,849	$203,849
Estimated VDOT Project Expenses	$0		$0	$0
Estimated Total Project Costs	$0	$0	$203,849	$203,849

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type *(Choose from drop down box)*	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	$0	State Funds	0%	$0	$0	
				$0	$0	
				$0	$0	
				$0	$0	
Total PE	$0			$0	$0	$0
Right of Way & Utilities						
Total RW						$0
Construction	$0	State Funds	0%	$0	$0	
				$0	$0	
				$0	$0	
				$0	$0	
				$0	$0	
Total CN	$203,849			$0	$0	$0
Total Estimated Cost	$203,849			$0	$0	$203,849

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	$0
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	$203,849

Project Financing

State Funds						**Aggregate Allocations**
$203,849						$203,849

Program and project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Urban Manual
- This project shall be administered in accordance with VDOT's Locally Adminsitered Projects Manual
- This project shall meet all applicable ADA requirements
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- Funds for this project are not available until July 1, 2015
- This project must be advertised within six months of award funding or be subject to deallocation
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of $0 (if applicable)
- **Total project allocations:** **$203,849**

Authorized Locality Official and date

Typed or printed name of person signing

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

FORM APPROVED
OMB NO. 0575-0015
OMB NO. 0570-0062

LETTER OF INTENT TO MEET CONDITIONS

6-G

Date: _____

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

140 Highland Drive, Suite 5
Lebanon, VA 24266

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

City Of Norton

(Name of Association)

BY _____

Fred Ramey, City Manager

(Title)

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 400-1
(Rev. 5-00)

UNITED STATES DEPARTMENT OF AGRICULTURE

FORM APPROVED
OMB No. 0575-0018

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between City Of Norton _____ (herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds $10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of all rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5 To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.

6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.

7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

_____
Recipient

_____
Recipient

(CORPORATE SEAL)

City Of Norton
Name of Corporate Recipient

Attest:

_____
Secretary

By _____
President

Position 3

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT

(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The City Of Norton
(name of recipient)

P.O. Box 618 Norton, VA 24273-0618
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:

   (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.

   (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.

   (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:

   (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer

   (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.

   (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:

   (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity

   (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, City Of Norton
(name of recipient) on this date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Attest: Mary Brown,
Title

Fred Ramey, City Manager
Date

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form Approved – OMB No. 0505-0025
Expiration Date: 2/29/2016

AD-3030

U.S. DEPARTMENT OF AGRICULTURE

REPRESENTATIONS REGARDING FELONY CONVICTION AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

Note: You only need to complete this form if you are a corporation. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a) as amended). The authority for requesting the following information for USDA Agencies and staff offices is in §738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55 as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation and/or unpaid Federal tax liability status.

According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. APPLICANT'S NAME	2. APPLICANT'S ADDRESS *(Including Zip Code)*	3. TAX ID NO. *(Last 4 digits)*
Norton, City of	P.O. Box 618 Norton, VA 24273-0618	*****1476

4A. Has the Applicant been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO

4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO

4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? ☐ YES ☐ NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

PART B SIGNATURE

5A. APPLICANT'S SIGNATURE (BY)	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	5C. DATE SIGNED *(MM-DD-YYYY)*
	City Manager	

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Rev. 11/12. Destroy all previous copies.

This form is available electronically.

AD-3031

Form Approved – OMB No. 0505-0025
Expiration Date: 02/29/2016

U.S. Department of Agriculture

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for USDA agencies and offices is in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.*

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, Division A, Sections 738 and 739, as amended and/or subsequently enacted for USDA agencies and offices (except Forest Service) regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

APPLICANT'S SIGNATURE (BY)

City Manager

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

Norton, City of

BUSINESS NAME

DATE SIGNED (MM DD YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Rev. 11/12. Destroy all previous copies.

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

NORTON CITY SCHOOLS
Providing a World Class Education for World Changing Students

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

6-H

TO: Jeff Shupe

FROM: Tamrya Spradlin, Supervisor of Finance

SUBJECT: Request For Funds

DATE: July 6, 2015

The Norton City Schools request a deposit of City Funds in the amount of $239,620.00 to cover General Obligation Bond Series 2012 principal and interest.

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

NORTON CITY SCHOOLS

Providing a World Class Education for World Changing Students

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

TO: Jeff Shupe

FROM: Tamrya Spradlin, Supervisor of Finance TS

SUBJECT: Request For Funds

DATE: June 29, 2015

The Norton City Schools request a deposit of City Funds in the amount of $300,000 to cover accounts payable and payroll items.

136954

07-06-2015

Thomas Construction Company, Inc. $418,102.27

Construction Pay application No. 16

DMME Funded Portion - Less DMME retainage

4-001-096000-0113

V-8717

CITY OF NORTON
GENERAL OPERATING FUND
NORTON, VA 24273

THE FIRST BANK & TRUST
NORTON VA

136954

63-448 514
10

**********Four Hundred Eighteen Thousand One Hundred Two Dollars and Twenty-Seven Cents*********

PAY TO THE ORDER OF:

DATE	AMOUNT
07-06-2015	$418,102.27

Thomas Construction Company, Inc.
P O Box 4806 CRS
Johnson City, TN. 37602-4806

AUTHORIZED SIGNATURE

⑈136954⑈ ⑆051404464⑆ 10000234⑈

136889

06-24-2015

Boring Contractors, Inc.
VDH Water System Improvements - Phase III
Construction Pay Application No. 4

4-002-040000-0048

$165,144.76

V-8157

CITY OF NORTON
GENERAL OPERATING FUND
NORTON, VA 24273

THE FIRST BANK & TRUST
NORTON, VA

136889

68-443/51-
11

**********One Hundred Sixty-Five Thousand One Hundred Forty-Four Dollars and Seventy-Six Cents****

PAY TO THE ORDER OF:

DATE	AMOUNT
06-24-2015	$165,144.76

Boring Contractors, Inc.
P O Box 697
Abingdon, VA. 24212

AUTHORIZED SIGNATURE

⑈136889⑈ ⑆051404464⑆ 10000 2346⑈