



**City of Radford Council Agenda**  
**Meeting Number 4 of F.Y. 2016-2017**

**September 12, 2016 at 7:00 p.m.**  
**10 Robertson St., Radford, VA**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**INVOCATION**

**MINUTES APPROVAL:** August 8, 2016 – Regular Meeting  
August 22, 2016 – Economic Development Work Session

**PUBLIC HEARINGS:** Vacation of Right-Of-Way-Henry Street  
Amending Zoning Ordinance 1686 – Craft Beverage Manufacturing  
Appropriation Ordinance – RHS Roof Replacement

**OLD BUSINESS:**  
1. Vacation of Right-Of-Way by Scott Hill for a portion of Henry Street  
a. Receive Planning Commission Report

**CITIZEN COMMENTS ON PUBLIC MATTERS:**  
(Please state your name for the record – Please limit comments to 3 minutes or less)

**NEW BUSINESS:**  
1. NRVCS Contract  
2. Water Plant-Chemical Bids  
3. WWI & WWII Committee Appointment  
4. Metropolitan Planning Organization  
a. Memorandum of Understanding  
b. Appointment of Staff Representative  
5. Appropriation Ordinance 1682.08: \$2,045,000 for School Roof Replacement  
6. Appropriation Ordinance 1682.09: \$300,000 for Fire Truck  
7. Appropriation Ordinance 1682.10: \$4,300 for Tourism Arts Grant  
8. Appropriation Ordinance 1682.11: \$9,482 for Police K-9 Program  
9. Appropriation Ordinance 1682.12: \$251,233 for Crisis Intervention Team

**COUNCIL MEMBER COMMENTS**  
**Adjourn**

*Future Meetings:*  
*September 26, 2016 Regular Meeting, 7:00 pm*

**The New River City**  
**August 8, 2016** **Radford, Virginia**  
**10 Robertson St**  
**Regular Meeting Number 2 of Radford City Council, F.Y. 2016-2017**

The regular meeting of the Radford City Council was convened at 7:00p.m. in Council Chambers, 10 Robertson Street, Radford, VA. The Mayor of the City, Dr. Bruce Brown, was present and presiding. Other members of City Council present were Mr. Robert Gropman, Dr. Richard Harshberger, Mr. Daniel Keith Marshall and Mr. David Michael Turk.

Others present were as follows:

Mr. David Ridpath, City Manager  
Ms. Jenni Wilder, City Clerk  
Mrs. Gail Cook DeVilbiss, City Attorney  
Mr. Basil Edwards, Economic Developer  
Mr. Donald Goodman, Chief of Police  
Ms. Melissa Skelton, Community Developer

Following the Pledge of Allegiance, led by Mayor Brown, and the invocation was led by Chaplain Jim Henagar.

Mayor Brown made remarks about Irena Sendler, who during WWII got permission to work in the Warsaw Ghetto, as a plumbing and sewage specialist. She had an ulterior motive, which was to smuggle out infants and children from the ghetto and prevent them from becoming victims of the Nazis. During her time of doing this she managed to save over 2,500 children and infants from the Nazis; she was eventually caught and the Nazis broke both of her legs, arms and severely beat her. She did however keep a record of many of the children she helped to escape and after the war tried to relocate the children with their families. In 2015 she was a Noble Peace Prize Nominee and in memoriam of her heroic actions her story was being shared around on Facebook. Mayor Brown commented that this story ties into a future action of Council to appoint a WWII/WWII Commission. Mayor Brown also commented that he believed this was a good way to start the meeting, putting in perspective that in a wicked world there is hope.

**MINUTE APPROVALS:** On a motion by Dr. Harshberger seconded by Mr. Marshall that the minutes for July 11, 2016 are approved with the addition of the City of Radford to page one under adoption of Storm Water Ordinance.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**PROCLAMATION**

**SUBJECT: RHS Hall of Fame**

**SUMMARY:** The Radford High School Hall of Fame Committee has requested that City Council consider recognizing the week August 21, 2016 through August 27, 2016 as "Radford

High School Hall of Fame Week" and Saturday, August 27, 2016 as "Radford High School Hall of Fame Day." Five new members were inducted into the Hall of Fame for 2016.

Mr. Marshall read the proclamation for the benefit of the audience.

***CITY OF RADFORD  
PROCLAMATION***

**WHEREAS**, the City of Radford and Radford High School has a special and valued tradition in supporting its student-athletes, and

**WHEREAS**, Radford High School established its Hall of Fame in 2008 and created a committee of Radford citizens to help select the finest members to their Hall of Fame, and

**WHEREAS**, Radford High School has now inducted 75 student athletes and contributors in to the Hall of Fame, sixteen (16) members in 2008, ten (10) members in 2009, nine (9) members in 2010, seven (7) members in 2011, eight (8) members in 2012, eight (8) members in 2013, nine (9) members in 2014, eight (8) members in 2015, and

**WHEREAS** the Hall of Fame committee for Radford High School has voted and will induct five (5) new members into the RHS Hall of Fame on August 27, 2016 at the Radford High School Auditorium, and

***Class of 2016***

*Rose Rogers -40's*

*Tony Dehart-70's*

*Ervin Butch Whitt-50's*

*Sheryl "Chris" Garber-80's*

*Joe Mannon-50's*

**WHEREAS** the Hall of Fame Induction Ceremony takes place the Saturday following the Friday night football game against George Wythe High School, and

**NOW THEREFORE**, in recognition and celebration of our great student-athletes, *BE IT HEREBY PROCLAIMED* that the week of August 21, 2016 through August 27, 2016 be known as *RADFORD HIGH SCHOOL HALL OF FAME WEEK*, and that Saturday, August 27, 2016 be *RADFORD HIGH SCHOOL HALL OF FAME DAY* and that each honoree be given a copy of this Proclamation as a gesture of the City of Radford's appreciation for their days "on the hill" as a Bobcat.

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Bruce E. Brown, Mayor

Adopted: August 8, 2016

**ACTION:** Mr. Marshall made a motion to pass the proclamation as presented, Dr. Harshberger seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**RESOLUTIONS**

**SUBJECT: Personal Property Tax Relief**

**SUMMARY:** The State of Virginia requires localities to provide tax relief to local citizens on a portion of their "personal property". The percentage of relief on qualifying vehicles is established for each tax year and is based on an amount set by the state, which is currently \$625,657 for Radford. To reach this amount of relief, the rate proposed for 2016 is 52% for personal property valued at \$1,001 to \$20,000. Business vehicles, motor homes and vehicles valued under \$1,000 are excluded.

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RADFORD, VIRGINIA SETTING THE ALLOCATION PERCENTAGE FOR PERSONAL PROPERTY TAX RELIEF FOR QUALIFYING VEHICLES IN THE CITY OF RADFORD FOR THE 2016 TAX YEAR**

WHEREAS, in accordance with the requirements set forth in Section 58.1-3524 (C) (2) and Section 58.1-3912 (E) of the Code of Virginia, as amended by Chapter 1 of the Acts of Assembly and as set forth in item 503.E (Personal Property Tax Relief Program or "PPTRA") of Chapter 951 of the 2005 Acts of Assembly, a qualifying vehicle as defined in Code of Virginia 1950, as amended, §58.1-3523, (a "Qualifying Vehicle"), with a taxable situs within the City commencing January 1, 2014, shall receive personal property tax relief; and,

WHEREAS, this Resolution is adopted pursuant to Ordinance Number 1517 enacted by the Council of the City of Radford on December 12, 2005.

NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF RADFORD, VIRGINIA, as follows:

1. That tax relief shall be allocated so as to eliminate personal property taxation for a Qualifying Vehicle valued at \$1,000 or less.
2. That a Qualifying Vehicle valued at \$1,001-\$20,000 will be eligible for 52% tax relief.
3. That a Qualifying Vehicle valued at \$20,001 or more shall only receive 52% tax relief on the first \$20,000 of value; and
4. That all other vehicles which do not meet the definition of Qualifying Vehicle will not be eligible for any form of tax relief under this program.
5. That the percentages applied to the categories of Qualifying Vehicles are estimated fully to use all available PPTRA funds allocated to the City of Radford by the Commonwealth of Virginia.

This resolution shall be effective from and after the date of its adoption, this 8th day of August, 2016.

Mr. Marshall made a motion, seconded by Mr. Gropman, to approve the foregoing resolution as presented.

Recorded Vote:      Mr. Gropman: YES  
                                 Dr. Harshberger: YES  
                                 Mr. Marshall: YES  
                                 Mr. Turk: YES  
                                 Mayor Brown:        YES

\_\_\_\_\_  
Dr. Bruce Brown, Mayor

ATTEST: \_\_\_\_\_  
                                 Jennifer G. Wilder, City Clerk

**ACTION:** Mr. Marshall made a motion to pass the resolution as presented, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**SUBJECT: New River Resource Authority**

**SUMMARY:** Landfill operations associated with the disposal of solid waste from the City of Radford are managed by the New River Resource Authority. The operation of the landfill in Pulaski County, as well as the participation in the Authority by the five member jurisdictions, is by a "User Agreement" with the NRRRA. In August, 2015 the NRRRA Board voted to amend the user agreement to allow the Authority to contract with other public entities for emergency assistance needs, without seeking Board approval. The NRRRA has asked the member jurisdictions to ratify a Resolution noting this change in the "User Agreement".

Mr. Ridpath added that in the last few weeks the other jurisdictions have approved the agreement as well. Dr. Harshberger remarked that there had been a risk assessment done on the agreement and that there is equal risk for both jurisdictions. Mr. Ridpath followed up with the comment that the agreement took so long because of the hang up; making sure it is a reciprocal agreement with just Roanoke, for a short time period, during an emergency. Mrs. Devilbiss stated, this is a single user agreement that is reciprocal.

#### **RESOLUTION**

WHEREAS, the City of Radford is a member of the New River Resource Authority (the "NRRRA"); and  
WHEREAS, the Articles of Incorporation of the NRRRA provide that the NRRRA may, with the consent of all member jurisdictions, enter into contracts with other political subdivisions; and

WHEREAS, the Agreement of expansion of the NRRRA dated April 14, 1998 (the "Agreement") provided that the NRRRA is to be utilized only for the disposal of waste in the member jurisdictions and only such areas outside of those geographical limits as the governing bodies of the member jurisdictions may agree; and

WHEREAS, the Roanoke Valley Resource Authority (the "RVRA") has proposed to contract with the NRRRA for the acceptance by NRRRA of non-hazardous solid waste from RVRA on a temporary basis in the event of an unexpected emergency and will offer a reciprocal acceptance of such waste from the NRRRA, in the event of an unexpected emergency affecting the NRRRA, on a temporary basis; and

WHEREAS, pursuant to the above provisions of the Articles of Incorporation and Agreement, the consent of all member jurisdictions of the NRRRA is required for approval of such contracts; and

WHEREAS, the NRRRA desires to amend the User Agreement to allow for such reciprocal emergency contracts to include an agreement to provide emergency assistance to the RVRA; and

WHEREAS, the NRRRA also desires to amend the User Agreement to allow the NRRRA to accept waste from other political subdivisions outside the geographical limits of the member jurisdictions on a temporary basis upon the occurrence of an unexpected emergency, without the requirement of the separate consent of all member jurisdictions of the NRRRA, since such emergency situations, by definition, would not permit sufficient time for the consent of all member jurisdictions to be obtained in such time as to provide emergency assistance to other political subdivisions.

NOW THEREFORE, BE IT RESOLVED that:

1. The NRRRA is hereby permitted to contract with the RVRA for the acceptance of municipal solid waste in the event of an unexpected emergency under such terms and conditions as the NRRRA and the RVRA may agree, provided that the agreement is reciprocal ; and
2. The City of Radford hereby approves the Fourth Amendment to the User Agreement in the form attached hereto as Attachment A, which includes the requirement of reciprocity. The City Manager is authorized to execute the Fourth Amendment.
3. This Resolution shall take effect immediately.
4. The City Manager is authorized to take such further actions and execute additional documents as may be needed to implement and administer such Fourth Amendment, and such additional documents, if any, are to be approved as to form by the City Attorney.

This Resolution shall be effective as of the date of its adoption on this eighth day of August, 2016.

A motion to approve the foregoing Resolution was made by Mr. Gropman, and seconded by Dr. Harshberger.

VOTE:

Mr. Gropman: YES  
Dr. Harshberger: YES  
Mr. Marshall: YES  
Mr. Turk: YES  
Mayor Brown: YES

\_\_\_\_\_  
Dr. Bruce Brown, Mayor

ATTEST: \_\_\_\_\_  
Jennifer G. Wilder, City Clerk

**ACTION:** Mr. Gropman made a motion to pass the resolution as presented, Dr. Harshberger seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**PUBLIC HEARING**

**SUBJECT: Cell Tower Agreement AT&T Mobility**

**SUMMARY:** AT&T Mobility has requested that the City agree to certain proposed lease extensions, amendments, options, and/or modification, to the terms and conditions of an existing Land and Tower Agreements and a public hearing is required. Mr. Turk made a motion to permit City Attorney to schedule public hearing at the July 11, 2016 City Council Meeting, for amendments for AT&T Mobility agreement.

Mr. Ridpath stated the towers were built a number of years ago when a number of users were involved. Currently there is a good rental income generate from the towers, as well as the use of the tower site for public facilities.

Mrs. Devilbiss remarked that the leases are different leases and that they are 25 year leases. The first agreement (AT&T) is straight forward with a 15 year lease extension that would continue with the 3% rate. The (NCWPCS MPL) agreement offers a number of options, with a reduced rate, fixed for 5 years, with a 10% rate increase thereafter. We are now in the last 10 years of the leases. She remarked that they have run numbers and it is interesting to see where those numbers come out.

Mr. Ridpath stated the public hearing has been notified as required.

Mayor Brown opened the public input hearing at 7:22p.m.

*No Comments*

Mayor Brown closed the public input hearing at 7:23p.m.

*Clerks note: Notice of the public hearing has been duly advertised.*

## **PUBLIC HEARING**

### **SUBJECT: Cell Tower Agreement NCWPCS MPL 30-Year Sites Tower Holding LLC**

**SUMMARY:** NCWPCS MPL 30-Year Sites Tower Holding LLC has requested that the City agree to certain proposed lease extensions, amendments, options, and/or modification, to the terms and conditions of an existing Land and Tower Agreements and a public hearing is required. Mr. Turk made a motion to permit City Attorney to schedule public hearing at the July 11, 2016 City Council Meeting, for amendments for NCWPCS MPL 30-Year Sites Tower Holding LLC agreement.

Mayor Brown opened the public input hearing at 7:23p.m.

*No Comments*

Mayor Brown closed the public input hearing at 7:24p.m.

*Clerks note: Notice of the public hearing has been duly advertised.*

## **OLD BUSINESS**

**NONE**

## **CITIZEN COMMENTS**

Mr. Rob Graham, Superintendent of Radford City Schools came forward to thanks City Council as they start the school year. He stated that he is amazed by the support from the city and listed examples of ways Radford City has help the school system, including: changing the landscaping and security of the back of Radford High School, with the help of Rodney Haywood and Timmy Lytton, back of the Armory has been opened up for extra parking, work around McHarg, including tearing down some old learning cottages, creating a more safe and secure environment, as well as the ability to call RCPD anytime they are concerned or need anything. Mr. Graham reiterated his appreciation for all that Radford City Council does for the school system and invited the members to Convocation Wednesday, August 10, 2016, 8:00 RHS auditorium. He also noted that RHS won the Wells Fargo Cup for Academics and was only a few points shy of winning the Athletic Cup in 2015.

Mrs. Lisa Davis, Radford Chamber of Commerce Director requested the use of Glencoe Field for the location for the Chamber's new "WestEnd Wednesday's" program. They have had several requests for more live music, summer concerts, and also market vendors that would like more than one Saturday morning a week at the Farmers Market. This will help to increase events on the West End, support more local music, farm to table opportunities as well as allow market vendors more opportunities to sell their produce and art. Mrs. Davis proposed the first and third Wednesday of every month, starting in September and noted that she is currently working with the Mite league football team to see if they can work out the field schedule during football practice.

**ACTION:** Mr. Marshall accepted Mrs. Davis' proposal and made a simple motion to allow the Chamber of Commerce to use Glencoe Field for "WestEnd Wednesday's", Mr. Turk second the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

Mr. Richie Davis spoke on behalf of the Economic Development Authority, Chairwoman Flo Graham, Abraham Williams were also in attendance. Mr. Davis then listed the members of the EDA, stating they all serve at leisure of Council. Mr. Davis stated we want to work with City Council. Mr. Davis went on to say that this would be his last term on the EDA and he wanted to end strong and do good things for Radford. Dr. Graham, Chairwomen, has compiled some thoughts, many of which mirror Council's thoughts. Mr. Davis proceeded to discuss how Radford is now at the moment where we see businesses shutting down and we need to do something to help the Radford economy. The EDA does not want to waste time, Mr. Graupman has accepted the invitation to the next EDA meeting and all of Council should expect individual invitations to future meetings. Mr. Davis concluded his comments by stating that the EDA and City Council need to work together and hear each other's concerns. It is a different Radford, but we all have interest in making sure this economy gets better. He pleaded with City Council to work with the EDA, give them direction and authority and he guarantees the EDA will take the ball and run.

Mr. Andrew Tucker the pastor at Christ Lutheran Church thanked City Council and Staff for their service. Mr. Tucker then spoke about refugee resettlement and offered his support for resettlement in Radford. He stated that resettlement could make Radford grow economically and as a community and that Radford could and should welcome those in need to our town. He concluded that he wanted Council to be able to put a face with letter and that if they had any questions or comments about the possibility of refugee resettlement please contact Mr. Tucker.

**NEW BUSINESS**

**SUBJECT: Consider Appropriation Ordinance 1682.04: \$22,500 for HAZMAT**

**SUMMARY:** The local area HazMat Team hosted by Radford and includes Pulaski, Wythe, Giles, Bland, Floyd, Montgomery and Tazwell counties, needs a Power Take Off Generator on one of the service trucks. The generator is needed to light scenes and work areas during night-time events improving response conditions and reducing the chance of injuries to the responders. The cost of \$22,500 and funds are available from the "HazMat Reserve" account.

**ACTION:** Dr. Harshberger made a motion to place 1682.04 on its first reading, Mr. Marshall seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**ACTION:** Dr. Harshberger made a motion to dispense with the second and final readings and approve Appropriation 1682.04, Mr. Marshall seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**SUBJECT: Consider Appropriation Ordinance 1682.05: \$147,886 for Community Development Block Grant**

**SUMMARY:** The City of Radford has received Community Development Block Grant funding in the amount of \$147,886 from the Department of Housing and Urban Development. The funds will be used to support the 2016 CDBG Action Plan approved by City Council on May 9, 2016. Projects will include emergency home repair, neighborhood beautification, and repayment of the section 108 loan, continued sidewalk and lightning improvements on West Main Street and Sunset Park improvements. The funds will also support local planning and administration and funding for several agency partners.

**ACTION:** Mr. Gropman made a motion to place 1682.05 on its first reading, Mr. Turk seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**ACTION:** Mr. Gropman made a motion to dispense with the second and final readings and approve Appropriation 1682.05, Mr. Marshall seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**SUBJECT: Consider Appropriation Ordinance 1682.06: \$126,873 for the Victim Witness Program**

**SUMMARY:** The Commonwealth Attorney's Office has been awarded a grant from the Virginia Department of Justice in the amount of \$126,873. The funds will be used to support the comprehensive services of the Victim Witness Coordinator located in Radford and a full-time person in Floyd that assists individuals who have been victims/witnesses of felony or misdemeanor crimes. The program has served the citizens of Radford and Floyd for the past 22 years.

**ACTION:** Dr. Harshberger made a motion to place 1682.06 on its first reading, Mr. Turk seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

**ACTION:** Dr. Harshberger made a motion to dispense with the second and final readings and approve Appropriation 1682.06, Mr. Turk seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**SUBJECT: Consider Appropriation Ordinance 1682:07: \$38,912 for Asset Forfeiture**

**SUMMARY:** The Police Department has received \$38,912 in State Asset Forfeiture funds. The funds will be used for Police Department equipment purchases, drug investigations, and repairs.

**ACTION:** Mr. Marshall made a motion to place 1682.07 on its first reading, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**ACTION:** Mr. Marshall made a motion to dispense with the second and final readings and approve Appropriation 1682.07, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**SUBJECT: Vacation of Right-Of-Way**

**SUMMARY:** Scott Hill requested the vacation of the unimproved section of Henry Street, adjacent to his property at 1312 Fourth Street. The area is approximately 60'X140'. The vacation was requested to increase the size of his lot for additional single family construction.

**ACTION:** Mr. Marshall made a motion to permit City Attorney to schedule public hearing on September 12, 2016; the requested vacation of right of way, Dr. Harshberger seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**ACTION:** Mr. Gropman made a motion to refer the requested vacation of right of way, located at 1312 Fourth Street to the Planning Commission for review, Mr. Turk seconded the motion.

Dr. Harshberger suggested that the Planning Commission look at the Vacation of Right-of-Way in terms of the comprehensive plan and if there was any thought on building through on Henry Street.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**SUBJECT: Authorization to proceed with Fire Truck Order**

**SUMMARY:** Engine #7 an E-One Pumper purchased in 1994 needs to be replaced. A new truck was planned in the development of the FY 2017 Budget. Features on the new truck will include a 75' ladder and 500 gallons of water storage capacity. The cost of the truck is \$882,987 and will be paid for by a \$300,000 contribution from Radford University, the trade of Engine #7 value at \$22,000, and a capital lease on the \$560,987 balance. The Pierce truck will be purchased from the state contract provider, Atlantic Emergency Solutions, and will be delivered in the Fall of 2017.

**ACTION:** Mr. Gropman made a motion of authorization from City Council, to proceed with the fire truck order from Atlantic Emergency Solutions, Dr. Harshberger seconded the motion.

**SUBJECT: Third Avenue Parking Lot Closure Request by the Radford Chamber of Commerce**

**SUMMARY:** The Radford Chamber of Commerce has requested that the upper portion of the Third Avenue Municipal Parking Lot be closed on Saturday, October 15, 2016 for a special event, "Craft and Draft".

**ACTION:** Dr. Harshberger made a motion to approve the request to close a portion of the Third Avenue Lot on October 15, 2016, Mr. Gropman seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**SUBJECT: Schedule a Public Hearing to Receive Comments Regarding Amending Zoning Ordinance-Craft Beverage and Manufacturing**

**SUMMARY:** The Code of Virginia permits localities to consider "Craft Beverages", manufacturing and distribution, with appropriate local ordinances. The Planning Commission has discussed including the provision in the B-1 (Business Neighborhood), B-2 (General Business) and B-3 (Central Business) Zones of the Radford City Code. As a result of their meeting on July 18, 2016, the Planning Commission has requested that City Council schedule a public hearing to consider an amendment to the zoning ordinance for this purpose.

**ACTION:** Dr. Harshberger made a motion to permit City Attorney to schedule public hearing on September 12, 2016, for comments regarding amending the Zoning Ordinance-Craft Beverage and Manufacturing, Mr. Turk seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown  
NAYES: None-0

### **CITY MANAGERS COMMENTS:**

Mr. Ridpath remarked about upcoming events in Radford including the Friday after Five Concert on August 12, Saturday in the Park/Lucky Duck Race on August 13. Mr. Ridpath went on to discuss improving sidewalks/crosswalks and signage around the RCPS and RU.

On Second Avenue, from Lawrence Street, Boxley the paving company will be returning to mill up and replace the pavement completed in May. Mr. Ridpath commented on the Business Leaders Meeting, Dr. Hemphill, President for Radford University hosted the previous week, where Dr. Hemphill went over plans for the University over the next year or so, as well as the relationship the University wants to have with the business community. Mr. Ridpath stated that this was good start and we look forward to working with him.

### **CITY COUNCIL COMMENTS:**

Dr. Harshberger commented that he liked Mr. Richie Davis' remarks about the Economic Development Authority and he is happy Mr. Gropman will be bringing his economic development ideas to the committee.

Mr. Marshall thanked Mr. Richie Davis for the lead in to his upcoming comments regarding ideas and approached for moving Radford forward. Mr. Marshall then began to discuss the article the he and Mr. Turk wrote for the Radford News Journal. He gave background as to why the wrote the article and where they were coming from, which included Mr. Turk and Mr. Marshall both growing up in Radford and their deep love for Radford and while there are many positive things that happen in Radford there comes a time when you see problems and need to address those with new approached and ideas. Mr. Marshall then addressed the three points written in the News Journal, he stated these points are not all inclusive and their ideas are not the only ones, many dovetail perfectly with what the EDA wants to do, but that together they can be an effective team.

Ideas:

- 1. Business Retention:** Mr. Marshall stated that it does little good to recruit new businesses if we cannot keep our old. The City needs to communicate with the existing businesses we have. All businesses, should receive something from Council specifically. City staff attempts to do many of those things, Mr. Marshall stated he is not critiquing staff, but himself and City Council, and is pledging to do a better job at proactively communicating with Radford's businesses.
- 2. Business Recruitment Team:** Mr. Marshall stated that Radford already has a great one with the Economic Development Authority, but it is hard for the EDA to have direction if Council doesn't have a direction. City Council needs to sit down lay out goals. Mr. Marshall commented on the team should be comprised of Radford's successful business people and that by using their expertise in business creation, as well as the Commissioner of the Revenue's knowledge of business taxes, the Economic Development Director's input, Radford should be able to do a better job of setting goals and recruiting businesses.
- 3. Working with Elected Officials:** Mr. Marshall discussed working with elected officials, regardless of party affiliation. There is a specific day in January, which is an

elected officials' time, at the General Assembly, where members can meet directly with those representatives. Mr. Marshall commented that Radford City Council should be there, and that as a Council specific achievement goals should be created to discuss with representatives on that day. Mr. Marshall stated that Council will need staff help and staff member to accompany them to elected officials day.

Mr. Marshall concluded his comments by stating that we are all on the same team and that Council needs to sit down and talk about the three items mentioned. Mr. Marshall requested to add discussions on these three items to the September 12, 2016 agenda.

**ACTION:** Mr. Turk made a motion to schedule a work session on August 22, 2016 at 7:00p.m. to discuss the ideas outlined by Mr. Marshall, as well as Mr. Gropman's ideas regarding Economic Development. Mr. Marshall seconded the motion.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

Mayor Brown stated that this was something Council started back in March. Council requested an inventory of businesses that are vacant on Main Street regarding who owns the business, what previous business had been there, and what they could be. Mayor Brown commented that Council had also discussed creation of a Radford YouTube Channel that would feature the attributes of the community. Mayor Brown stated that he does not have any reservation that as a Council they cannot come up with a solution. Some of it is ideas, with implementation coming through the Radford City Staff.

Mrs. Devilbiss stated the date of the next Economic Development Authority meeting was on August 18, 2016.

Mr. Gropman clarified that the invitation was to just him for the upcoming meeting, while Mr. Richie Davis clarified that all of Council would be invited individually to future meetings, they just could not have them all attend the same meeting.

Mayor Brown discussed a letter received from the Mayor of Orlando regarding the letter Council sent to Orlando in the days after the Pulse nightclub shooting. Mr. Brown stated he was aware that the Virginia Municipal League is going to be accepting ornaments from each locality again, for the tree at the Governor's mansion. Mayor Brown also received notification from Representative Morgan Griffith and Senator Warner about Radford' designation of a Tree City U.S.A. The Commonwealth is also creating a WWI and WWII Commemorative Commission which would put on events that would hold economic, tourism, and educational benefits, while honoring veterans and preserving histories. Radford already has begun this, for example the living history of Veterans. With the commission a \$5000 tourism marketing grant becomes available and Radford has the opportunity to create a local committee to work with the commission, which City Council can put on an upcoming agenda. Mayor Brown then remarked that Mr. Ridpath and he meet with Delegate Joseph Yost at least four times a year and that in the past City Council has been to General Assembly Day for elected officials, as well as that

Delegate Yost presents an overview of the on goings of the General Assembly, at Council, at least twice a year.

Dr. Harshberger commented on how Delegate Yost and Representative Griffith are both approachable and accessible.

Mr. Marshall thanked Mr. Williams with the Patriot Newspaper out of Pulaski, VA and thanked him for showing interest in Radford City.

Mr. Marshall made a motion to adjourn the meeting at 8:10p.m., seconded by Mr. Gropman.

**VOTE:**

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

**ATTEST:** \_\_\_\_\_

Jennifer G. Wilder, City Clerk of Council



10 Robertson St.

*The "New River" City*

August 22, 2016

Radford, Virginia

Regular Meeting Number 3 of Radford City Council, F.Y. 2016-2017

The work session of the Radford City Council was convened at 7:00 p.m. in Council Chambers, 10 Robertson Street, Radford, VA. The Mayor of the City, Dr. Bruce Brown, was present and presiding. Other members of City Council present were Mr. Robert Gropman, Dr. Richard Harshberger, Mr. Daniel Keith Marshall and Mr. David Michael Turk.

Others present were as follows:

Mr. David Ridpath, City Manager

Ms. Jenni Wilder, City Clerk

Mr. Basil Edwards, Economic Developer

Mr. Donald Goodman, Chief of Police

Ms. Melissa Skelton, Community Developer

The work session was a discussion of several items related to Economic Development.

Mr. Ridpath started the meeting by discussing handouts, including a marketing packet for businesses, which is custom made as requested based on the businesses. He also went over agenda packet which contained community data, local incentives, a vacant property inventory and a report on the City's YouTube channel.

#### **NEW BUSINESS**

Mr. Marshall started the discussion by referencing the recent Radford News Journal editorial he and Mr. Turk wrote about economic development. The first idea of the article is to create an **Existing Business and Industry Retention Program**- Mr. Marshall stated that it is hard to recruit new business if we cannot retain the businesses we have. The first approach to retaining Radford's businesses is communication. Radford City Council Members and Staff need to do a better job communicating with businesses, to find out what is and isn't working. Mr. Marshall discussed direct meetings with larger employers: to begin a documented process of meeting at least quarterly with the major businesses, as well as sending e-mails, making a phone call, or dropping in on the small businesses. Mr. Marshall concluded the business retention discussion by stating that it is important that we start to have round tables and meetings that are purpose driven with businesses and business leaders, these meetings need to be purpose and goal driven. For example: Single Family home development or Parking in Downtown.

Mr. Gropman added that during these meetings with local businesses, staff and council need to educate business on grants available, singling out specific grants for specific companies.

Mr. Marshall then began to discuss the **Business Recruitment Team (Prospect Team)**- stating that this could be the most effective tool/resource Radford has. Team composition would be (Council member, staff member, 2 business/industry leaders, EDA member, and Commissioner of Revenue Office member). Mr. Marshall stated that the team needs to have specific goals: Timeline is as follows: Within two months of establishment, set priorities, and establish what the team needs from Council. Within four months, there needs to be a marketing plan with specific areas to target. Within six months, the team

should be meeting with clients, and bringing them in within eight months. Mr. Marshall concluded by saying that the team should provide City Council with specific recommendations on specific properties.

**Finders-Keepers program:** Mr. Gropman discussed his finders-keepers program and asked Mr. Ridpath if Mrs. Devilbiss had made any progress with the program. Mr. Ridpath stated that Mrs. Devilbiss was still on vacation.

Mr. Gropman and Dr. Harshberger discussed an idea they have been working on known as the **Reach Out Campaign-Internship Program with Radford University:** The idea would be that the Business Recruitment Team could oversee the campaign, but use interns from Radford University to send specific/targeted items to 50 companies in that business field.

Mr. Marshall addressed his third idea **Political Outreach**-by talking about the current approach used by Council to connect with Political Leaders. Currently council uses a scattered approach meeting with political leaders. Mr. Marshall stated that council needs to have a closer relationship with the political leaders because our politicians have a vested interest in Radford doing well. Mr. Marshall stated that Radford needs to let our voices be heard by attending the specified day in Richmond for communities to meet with legislators. Council should start discussing specific ideas with legislators four to six months ahead of time; these ideas should be met and agreed upon by City Council, but also with input from the EDA, RU, RCPS in order to come together for common community goals.

Dr. Harshberger discussed the **Vacant Property Inventory:** The inventory was put together by Mr. Basil Edwards. Dr. Harshberger stated that property owners should be patient when trying to find a business to lease or purchase their property and make sure the business has a good business plan, this will help keep businesses from going under, it is better to have nothing than to have businesses opening and closing continuously. If it looks like businesses will do well with Radford more businesses will be willing to open up.

Mr. Gropman discussed his **Shop Local Rewards Program-** At this point it is just a plan to build upon and work off of, which is a local incentive buying card where citizens can shop and dine local and get rewarded. Mr. Gropman mentioned that the Radford Chamber could work on this, with members.

Mr. Gropman also introduced his **Crisis Intervention Team Partnership Idea-** This would be a partnership with Radford University and the City to provide training for CIT workers. Mr. Gropman stated that we have all the pieces of the puzzle here to be trailblazers in the CIT field. This would allow Radford to manufacture people, creating a service to citizen with job opportunities.

Mr. Marshall asked Mr. Edwards what tools he wished he had in his tool box that would help him tomorrow with economic development. Mr. Edwards discussed cleaning up the look and feel of West End Radford and for property owners to take pride in their properties. Mr. Edwards stated that if Radford looks tired and run down then people will think we are a tired and run down community.

Mr. Edwards discussed how losing the Main Street Program of 2 years has hurt Radford as well. Main Street provide Radford with some tools and funding to attract business, retain business and clean up the Main Street of Radford. Mr. Edwards discussed how the economy is changing, there are fewer and fewer large companies and industries moving around, many communities are turning inward and looking at developing smaller businesses within the community, the Shop Local idea.

Mr. Edwards gave a shout out to the EDA for the new incentive for small business program they have been working on. The program is for small businesses that succeed after their first year in business, the EDA would refund taxes paid in the first year, in an amount up to \$10,000. He then discussed how the



EDA has \$315,000 in funds, but will need assurances from Council that their funding can be replenished if money is used in attracting a larger industry or on incentive programs. They are also working on an incentive program, which would help Main Street have a more uniformity and an established look.

Mr. Ridpath stated that CDBG funding could be used to clean up entrances to Radford, as well as for enhancement programs throughout the City. Also Code Enforcement is looking into ways to issue citations or change the ordinances to give property owners that extra nudge to clean up their space. Mr. Ridpath discussed that staff is responsive to code violations and that the consolidated plan for the next five years of CDBG funding is coming up and council can look at how they want to spend funds.

Mayor Brown discussed how Radford has already begun to enhance the community with the addition of street lights on West Main Street. He then discussed that possibly the Chamber could work with vacant storefront owners to put up signage that says "Watch Us Grow", which will help create the illusion of growth and encourage more development. Mayor Brown stated that Radford needs to work within the metropolitan region to attract businesses. Mayor Brown also discussed that he has talked with Mr. Ridpath about doing a three year citizen survey to get input on what citizens want from Council and Staff.

Mayor Brown then discussed an article titled *11 Signs That a City Will Succeed: Private/Public Partnerships that are real: For example: In Greenville, SC there is an elementary school for engineering, the city runs the school, but GE staffs it with engineers to teach and run events at their own expense. The article also states the city has or is near a research university and has a strong relationship with the community college. Radford has two universities nearby and should begin working with New River Community College to help bring the ACE program to Radford students, which would provide for free tuition, if students qualified. Mayor Brown stated that the final point mentioned in the article is that these cities have a craft brewery, we need to be able to attract and retain millennials to live within our community and a craft brewery is a way to do that.*

Mayor Brown continued by mentioning that Radford needs to work towards moving forward, City Council is elected to create the vision for staff to carry out and there need to be tangible goals. Mayor Brown mentioned these could be niche, boutique hotels, an amphitheater and cleaning up/revitalizing Downtown. The little things bring the big things. Mayor Brown discussed the new economy and stated that he believes there are job and development opportunities out there, but we are not communicating to leverage those jobs, it is the City's job to move into the new economy and create growth.

Mayor Brown stated he wanted to clear the air about Legislative Day at the General Assembly. Radford Council, including himself have been to legislative day and he finds it more effective to sit down with legislators here at home, when it is not so much like speed dating.

Mayor Brown also discussed development of a City YouTube channel that would feature businesses, Riverway and the Radford way of life. This channel would help in recruiting businesses to locate in Radford, he believes development of this channel is the responsibility of the PIO Office, not the Chamber or Tourism, but all should work together. He sees the timeline as follows, by January 1, 2017 have videos of the Riverway, and two to three businesses.

Mr. Marshall began to address the Master Plan of the Recreation Commission, which has development of an amphitheater in Bisset Park, which would be an excellent place for bluegrass festivals, gospel concerts, etc. He then discussed a study which listed Radford as a top five youngest community in the U.S. He said what makes Radford different is that we are missing the middle age work class; they are choosing not to live here because there are no jobs/housing for them. Mr. Marshall briefly discussed Main Street saying the program was a disaster and Council had to act, he would have to feel a lot different about the Main Street Program before bringing it back again.

Dr. Harshberger stated that we have a large group of young people who enter Radford for four years at Radford University, while they are here we need to make them feel welcome, they need Radford to feel like home.

Mayor Brown then stated that Radford needs has been working in the right direction with the regionalism approach to business, but that the city needs to figure out what we can afford to spend to generate more revenue. Sometimes you have to spend money to make money.

Mr. Turk discussed that four the past two years we have concentrated on regionalism and not on Radford. We need to talk about Radford. Council needs to stop doing the same things; people do not attend meetings because Council is not accomplishing anything. Mr. Turk stated that Council needs to get the committees up and moving forward and change the way they have been operating for the past two years and move forward for the next two. Mr. Turk also stated that he believes that wisdom of the experts and the more guidance from those, the better.

Mr. Marshall brought up an idea him and Mr. Turk thought of to help out local restaurants and encourage citizens to eat out in Radford. He said in the summer businesses suffer because students are gone. Their idea will be Radford restaurants, "**Hometown Sunday**" will be on September 11, 2016 and City Council is encouraging citizens to eat out in Radford that day. Citizens are encouraged to take pictures and post them to social media with #hometownsunday.

Mr. Gropman suggested that for the Business Recruitment Team, business owners who do not live within the City of Radford should qualify to serve on the committee, which relaxes the rules for City Boards and Commissions. Mr. Marshall said he knew of several business owners within the City, who he thought would be willing to serve and do a fine job without having to relax the rules.

Mayor Brown brought the meeting together and stated that now might be the time to assign tasks and recommend what Council wants to get moving on.

Mr. Marshall recommended Mr. Turk to serve as the Council Chair on the Business Recruitment Team, alongside Mr. Edwards, Ms. Flinchum, a member of the EDA and a business leader to be announced.

Mr. Marshall agreed to head up Legislative Day.

Dr. Harshberger and Mr. Gropman will serve together, alongside Mr. Edwards with Business Retention.

Mr. Gropman stated the Boards and Commissions should conclude their meetings with action items to bring to City Council.

Mayor Brown stated that there will be a retreat in September with Boards and Commissions where that can be discussed.



Mr. Ridpath agreed to reach out to Main Street and inquire about becoming an affiliate Member of Main Street.

Ms. Flo Graham, Chair of the EDA discussed briefly the EDA's new plan called "**Radford on the River**", which would include Radford University, as well as the ideas outlined by Mr. Marshall and Mr. Turk.

Mr. Joe Carpenter, Vice-President for Communications at Radford University said he liked what he was hearing in this meeting and the Radford needs to work toward creating conditions for businesses to grow and develop in the community and that starts with a qualified and well trained workforce.

Mr. Don Hill, citizen briefly discussed his idea for recruiting new businesses, which goes along with Mr. Gropman's Finders Keepers Program: He stated that business need to know what's available, and Radford has citizens who can serve as potential business recruiters, if you know somebody who owns a business, tell them about Radford. This plan would have a financial incentive for bringing a new business to Radford.

Mr. Lynn Burris, Radford School Board, said there will be a meeting at the School Board Office on September 13, at 6:00 p.m. on the **ACE Program**.

**HENRY STREET  
RIGHT-OF-WAY VACATION**

## NOTICE OF PUBLIC HEARING

### CITY OF RADFORD

Notice is hereby given, the Radford City Council will hold a public hearing at its meeting on Monday, September 12, 2016, at 7:00 p.m., in the City Council Chambers located at 10 Robertson Street, Radford, Virginia.

Pursuant to Code of Virginia, Title 15.2, Article 2, §15.2-2006 *et seq.*, the purpose of the public hearing is to receive public comments regarding a request to vacate a portion of an unimproved public right of way area identified as Henry Street, in the West Ward of the City of Radford, Virginia. The public right of way area of Henry Street subject to this request contains an area approximately 8,400 square feet, being 60 feet by 140 feet, more or less, at the intersection of the unopened portion of Henry Street and the improved public right of way area of Fourth Street.

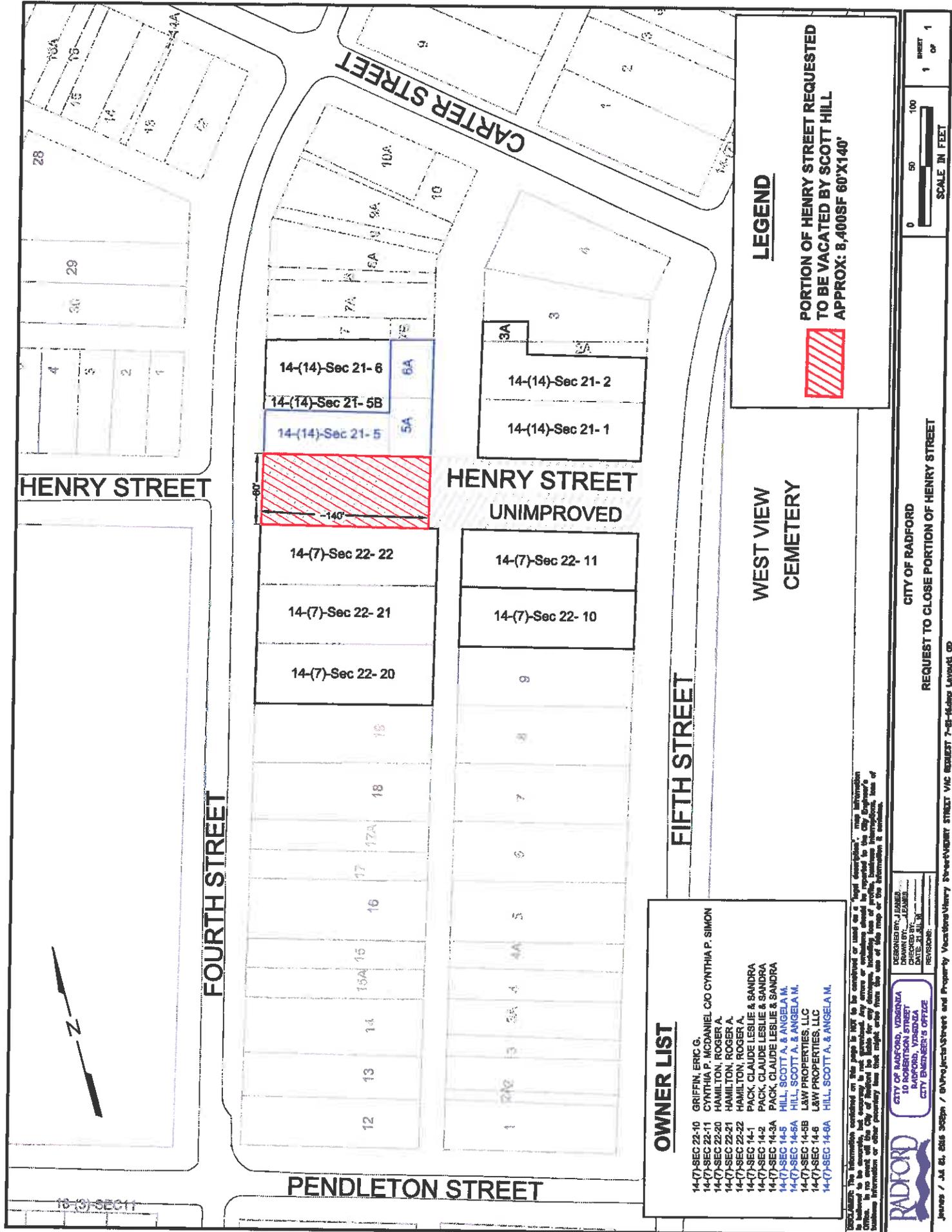
The area requested to be vacated adjoins a parcel owned by the applicants, Scott A. Hill and Angela A. Hill. Mr. and Mrs. Hill's parcel of real property is identified as being in the West Ward of the City of Radford, located at 1312 Fourth Street, Radford, Virginia, 24141, identified as Tax Map Number: 14-(14)-SEC 21-5; Account Number 020002134, Tax Map Number 14-(14)-SEC 21-5A-6A-7B, Account Number 020002135.

Copies of the proposed application are available in the office of the City Manager, located at 10 Robertson Street, Radford, Virginia 24141, and on the City's website at [www.radfordva.gov](http://www.radfordva.gov).

Interested persons may appear at the aforementioned time and place to present their views and comments.

For individuals who may require special auxiliary aids or services, reasonable accommodations will be made available by the City of Radford upon request five business days before the public hearing. For disable accommodations or additional information, please contact the City Manager's office at (540) 731-3603 or (800) 828-1120 (TTD-Virginia Relay Center).

Authorized by Radford City Council.



**LEGEND**

 PORTION OF HENRY STREET REQUESTED TO BE VACATED BY SCOTT HILL  
APPROX: 8,400SF 60'X140'

WEST VIEW  
CEMETERY



CITY OF RADFORD  
REQUEST TO CLOSE PORTION OF HENRY STREET

1 SHEET  
OF 1

**OWNER LIST**

- 14-07-SEC 22-10 GRIFFIN, ERIC G.
- 14-07-SEC 22-11 CYNTHIA P. McDANIEL CO CYNTHIA P. SIMON
- 14-07-SEC 22-20 HAMILTON, ROGER A.
- 14-07-SEC 22-21 HAMILTON, ROGER A.
- 14-07-SEC 22-22 HAMILTON, ROGER A.
- 14-07-SEC 14-1 PACK, CLAUDE LESLIE & SANDRA
- 14-07-SEC 14-2 PACK, CLAUDE LESLIE & SANDRA
- 14-07-SEC 14-3A PACK, CLAUDE LESLIE & SANDRA
- 14-07-SEC 14-5 HILL, SCOTT A. & ANGELA M.
- 14-07-SEC 14-5A HILL, SCOTT A. & ANGELA M.
- 14-07-SEC 14-5B LAW PROPERTIES, LLC
- 14-07-SEC 14-6 LAW PROPERTIES, LLC
- 14-07-SEC 14-6A HILL, SCOTT A. & ANGELA M.

NOTICE: The information contained on this page is NOT to be construed or used as a "legal description" that is sufficient to be recorded, but merely to be used for reference. Any errors or omissions should be reported to the City Engineer. The City of Radford is not responsible for any errors, including loss of profits, business interruptions, loss of business information or other consequential damages that might arise from the use of the information it contains.

DESIGNED BY: JAMES  
DRAWN BY: JAMES  
CHECKED BY: JAMES  
DATE: 11/11/11  
REVISIONS:

CITY OF RADFORD, VIRGINIA  
10 ROBERTSON STREET  
RADFORD, VIRGINIA  
CITY ENGINEER'S OFFICE



Tracy D. Howard, Chair

Radford Planning Commission

1008 2<sup>nd</sup> St.

Radford VA 24141

August 16, 2016

Mayor Brown and Radford City Council

10 Robertson St

Radford VA 24141

RE: Notification of consideration and Comprehensive Plan compliance.

Dear Mayor Brown,

At the August 15, 2016 regular meeting, the Radford City Planning Commission considered a request from Scott Hill, owner of 1312 4<sup>th</sup> Street. The request seeks vacation of an unimproved right of way located at the intersection of 4<sup>th</sup> and Henry Streets in the West ward of the City of Radford. The subject 60' x 140' half block parcel is currently owned by the City of Radford as the western portion of the 400 block of "Henry Street".

The Planning Commission has considered Mr. Hill's request and on recorded vote taken on August 15, 2016, unanimously finds that the request for vacation and proposed use of this unimproved roadway is in compliance with the current City of Radford Comprehensive Plan as future residential use, with only the proviso of protection of current utility easements.

Sincerely,



Tracy D. Howard, Chair

Cc: David Ridpath, City Manager

Melissa Skelton, Zoning Administrator

**ORDINANCE NO. 1686**

**AN ORDINANCE TO AMEND AND REENACT THE ZONING ORDINANCE OF THE CITY OF RADFORD IN CHAPTER 120.1, TO INCLUDE A DEFINITION FOR "CRAFT BEVERAGE MANUFACTURING" TO SECTION 120.1-6 DEFINITIONS AT DIVISION 2, SECTION 120.1-6 (3), AND TO AMEND THE USES AND STRUCTURES PERMITTED BY RIGHT TO INCLUDE "CRAFT BEVERAGE MANUFACTURING" IN THE B-1, B-2, AND B-3 DISTRICTS, AS SET FORTH IN DIVISION 9, SECTIONS 120.1-85, DIVISION 10, SECTION 120.1-90 AND DIVISION 11, SECTION 120.1-97, OF THE CODE OF ORDINANCES, CITY OF RADFORD, VIRGINIA**

**THE CITY COUNCIL OF THE CITY OF RADFORD, HEREBY ORDAINS** that the Code of Ordinances of the City of Radford, Virginia, set forth in Chapter 120.1 the "Zoning Ordinance" shall be and the same is hereby amended and reenacted by providing for and making revisions and amendments to Division 2, Definitions, Section 120.1-6 (3) to add a definition for "Craft Beverage Manufacturing"; and to amend and reenact Section 120.1-85 of Division 9, the B-1 Limited Business District; Section 120.1-90 of Division 10, the B-2 General Business District; and Section 120.1-97 of Division 11, the B-3 Central Business District to permitted uses and structures of Microbreweries therein, as follows:

**Sec. 120.1-6 (3)** Certain words defined. The following words and terms shall be interpreted as having such meaning as set forth herein, unless a specific meaning to the contrary is indicated elsewhere in this chapter.

*Craft Beverage Manufacturing: A small-scale brewery manufacturing no more than 15,000 barrels of beer per calendar year licensed in accordance with § 4.1-208 of the Code of Virginia, as amended, or a small-scale distillery manufacturing no more than 36,000 gallons of distilled spirits, licensed in accordance with § 4.1-206 of the Code of Virginia, as amended. Accessory uses shall include tasting rooms at which the consumption of beer or distilled spirits manufactured on-site occurs, accessory food sales occur, and beer and/or distilled spirits manufactured on-site are sold.*

**Sec. 120.1-85. - Uses and structures permitted by right.**

The following use types and structures shall be permitted in the B-1 Limited Business District:

- (1) Uses or structures located in this district at the time of adoption of this chapter;
- (2) Uses including office and clinic in structures of a size and scale similar to residential structures or deemed to be in compliance with the definition of "retail stores and shops," in developments containing five or less businesses;
- (3) Public parks and recreation areas;
- (4) Safety services;

- (5) Utility services;
- (6) Educational facilities/primary and secondary; and
- (7) Churches and other places of worship;
- (8) Craft Beverage Manufacturing.**

**Sec. 120.1-90. - Uses and structures permitted by right.**

The following use types and structures shall be permitted in the B-2 General Business District:

- (1) Any uses or structures located in this district at the time of adoption of this chapter;
- (2) Any use deemed to be in compliance with the definition of "retail stores and shops" as set forth and provided for at Division 2 Interpretation and Definitions, in Section 120.1-6 Definitions, of Chapter 120.1 of the Radford City Code.
- (3) Auto service stations, auto service centers and self-service gasoline stations;
- (4) Automatic or self-service auto wash facilities;
- (5) Automobile, truck, trailer, recreational vehicle, equipment, machinery, rental, service and repair businesses, but not including junkyards or automobile graveyards, and provided that no repair of motor vehicles shall be conducted outside of a completely enclosed building and in view from any adjacent property or public street;
- (6) Building materials and mechanical, electrical, plumbing and heating supplies sales;
- (7) Banks and other financial institutions;
- (8) Barber shops or beauty parlors;
- (9) Bicycle sales and repair shops;
- (10) Catering or delicatessen business;
- (11) Craft Beverage Manufacturing;**
- (12) Contractors' offices, shops and display rooms;**
- (13) Entertainment, amusement and recreational facilities located within completely enclosed buildings, and including theaters, art galleries, amusement centers, bowling**

alleys, dance and nightclubs, lodge and club meeting places, auditoriums, assembly halls and similar uses but not including adult uses;

- (14) Garden centers and plant nurseries;
- (15) Hotels and motels;
- (16) Machine shops and sheet metal fabricating shops;
- (17) Parking areas and parking garages as a principal use of property;
- (18) Public utilities or public service or transportation uses, buildings, (including bus stations), generating, purification or treatment plants, water storage tanks, pumping or regulator stations, telephone exchange, substations and major transmission lines;
- (19) Recycling collection centers for use by the general public, provided that no processing of materials collected shall take place on the site;
- (20) Research facilities and testing laboratories;
- (21) Restaurants and other food service and catering establishments, provided that where food or beverages are available;
- (22) Terminals and related facilities for public transportation;
- (23) Veterinary clinics, animal hospitals and animal shelters, but not including kennels;
- (24) Vocational, business and professional schools; and
- (25) Wholesale and distribution businesses, within the confines of the building footprint.

**Sec. 120.1-97. - Permitted uses and structures.**

The following use types and structures shall be permitted in the B-3 Central Business District:

- (1) Any uses or structures located in this district at the time of adoption of this chapter;
- (2) Any uses deemed to be in compliance with the definition of "retail stores and shops";
- (3) **Craft Beverage Manufacturing;**
- (4) Restaurants and other food service and catering establishments, provided that where food or beverages are available;

- (5) Public parks and recreation areas;
- (6) Safety services;
- (7) Utility services;
- (8) Educational facilities/primary and secondary; and
- (9) Pedestrian oriented commercial retail businesses.

Should any article, section, subsection, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the constitutionality of this ordinance as a whole or any part thereof, other than the part declared invalid or unconstitutional. Should this Ordinance be in conflict with any other City Ordinance or policy, this Ordinance shall prevail.

This Ordinance was duly considered after duly advertised public hearings held on \_\_\_\_\_ at a meeting of the Planning Commission and after duly advertised joint public hearing held on \_\_\_\_\_ by the Radford City Council, and was thereafter adopted by the City Council of the City of Radford, Virginia, at a regular meetings of the City Council held on \_\_\_\_\_.

The Ordinance shall become effective upon the date of its adoption. The City Council voted in the following manner:

First Reading:

Motion:

Second:

Recorded Vote:      Mr. Gropman  
                             Dr. Harshberger:  
                             Mr. Marshall:  
                             Mr. Turk:  
                             Mayor Brown:

Second Reading:

Motion:

Second:

Recorded Vote:     Mr. Gropman  
                          Dr. Harshberger:  
                          Mr. Marshall:  
                          Mr. Turk:  
                          Mayor Brown:

ATTEST:

\_\_\_\_\_  
Jennifer G. Wilder, City Clerk

## **NOTICE OF PUBLIC HEARING**

### **City of Radford Appropriation Ordinance for School Roof Replacement**

Radford City Council will hold a public hearing on September 12, 2016 at 7:00 p.m. in Council Chambers located at 10 Robertson Street for the purpose of receiving public comments on the City's proposed appropriation ordinance of \$2,045,000 to the School Board for the school roof replacement. Copies of the proposed appropriation ordinance are available for review in the City Manager's office and on the City's website at [www.radfordva.gov](http://www.radfordva.gov)

**BY ORDER OF THE RADFORD CITY COUNCIL**





## NEW RIVER VALLEY COMMUNITY SERVICES

Montgomery Center • 700 University City Boulevard • Blacksburg, VA 24060 • [www.nrvcs.org](http://www.nrvcs.org)  
Phone: 540-961-8300 • FAX: 540-961-8465 • Emergencies: 540-961-8400

June 27, 2016

David C. Ridpath, City Manager  
City of Radford  
10 Robinson Street  
Radford, VA 24141

Dear David:

Enclosed for your review and approval is the FY 2017 Performance Contract between New River Valley Community Services and the State Department of Behavioral Health and Developmental Services. The contract was approved unanimously by our Board of Directors at their meeting on June 23, 2016. Local government approval is part of the annual process to finalize the contract and therefore, local governments have until **September 30, 2016** to take formal action. The action by City Council can be in the form of a resolution or motion and voice vote. After September 30<sup>th</sup>, if there has been no formal action by the local government, the state will consider the contract approved as presented.

New River Valley Community Services appreciates the support provided by the City of Radford over the past four decades and on behalf of our Board of Directors, we would like to thank you for your very critical and necessary assistance in providing services to people with behavioral health problems.

Sincerely,

Rosemary Sullivan  
Interim Executive Director

# **FY 2017 and FY 2018 Community Services Performance Contract**

## **New River Valley Community Services**

**5/26/16**

## FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

### 1. Contract Purpose

- a. Title 37.2 of the Code of Virginia establishes the Virginia Department of Behavioral Health and Developmental Services, hereafter referred to as the Department, to support delivery of publicly funded community mental health, developmental, and substance abuse services and supports and authorizes the Department to fund those services.
- b. Sections 37.2-500 through 37.2-512 of the Code of Virginia require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance abuse services; §§ 37.2-600 through 37.2-615 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services. In this contract, the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 10 is referred to as the CSB. Section 37.2-500 or 37.2-601 of the Code of Virginia requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance abuse services. The CSB fulfills this function for any person who is located in the CSB's service area and needs mental health, developmental, or substance abuse services.
- c. Sections 37.2-508 and 37.2-608 of the Code of Virginia and State Board Policy 4018 establish this contract as the primary accountability and funding mechanism between the Department and the CSB, and the CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 by submitting this contract to the Department.
- d. The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference and includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements in that document. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail. That document is available at <http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>, the community contracting web page.
- e. The Department and the CSB enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life. The CSB and the Department agree as follows.

2. **Relationship:** The Department functions as the state authority for the public mental health, developmental, and substance abuse services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which is incorporated into and made a part of this contract by reference. The Agreement is available on the community contracting web page. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

3. **Contract Term:** This contract shall be in effect for a term of two years, commencing on July 1, 2016 and ending on June 30, 2018 if, by mutual agreement of both parties pursuant to the provisions of § 37.2-508 of the Code of Virginia, it is renewed for an additional fiscal year with the insertion of revised Exhibits A, E, F, and G for FY 2018.

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### 4. Scope of Services

- a. Services:** Exhibit A of this contract includes all mental health, developmental, and substance abuse services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference and is on the community contracting web page.
- 1.) The CSB shall notify the Department before it begins providing a new category or subcategory or stops providing an existing category or subcategory of core services if the service is funded with more than 30 percent of state or federal funds or both. The CSB shall provide sufficient information to the Office of Support Services (OSS) in the Department for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service or stopping the existing service. Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*, the CSB shall not modify a licensed service without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.
  - 2.) The CSB operating a residential crisis stabilization program shall not increase or decrease the licensed number of beds in the program or close the program temporarily or permanently without informing the Office of Licensing and the OSS and receiving the Department's approval prior to implementing the change. The CSB shall ensure that, once it is fully operational, the program achieves an annual average utilization rate of at least 75 percent of available bed days as measured by data from CCS 3 service records and Community Automated Reporting System (CARS) service capacity reports. A residential crisis stabilization program shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept. The CSB shall attach a copy of the criteria to this contract for the Department's review and approval.
- b. Expenses for Services:** The CSB shall provide those services funded within the funds and for the expenses set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the three program areas (mental health, developmental, and substance abuse services), emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles. CSB administrative and management expenses shall be reasonable and subject to review by the Department.
- c. Continuity of Care:** The CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements. The CSB shall comply with regional emergency services protocols.
- 1.) **Coordination of Developmental Disability Waiver Services:** The CSB shall provide case management services directly or through contracts to all individuals who are receiving services under Medicaid Developmental Disability Home and Community-Based Waivers (DD Waivers). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall coordinate the development of service authorization requests for DD Waiver services and submit them to the Department for authorization, pursuant to the current DMAS/Department Interagency Agreement, under which the

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Department authorizes waiver services as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving DD Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual's individual support plan (ISP) that are delivered by independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such providers (refer to the DMAS policy manuals for the DD Waivers). The CSB shall raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services. In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of DD Waiver services.

- 2.) **Linkages with Health Care:** When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those individuals. Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information using a template provided by the Department about its substance abuse services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1.
- 3.) **Medical Screening and Medical Assessment:** When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the most current *Medical Screening and Medical Assessment Guidance Materials*. The CSB staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
- 4.) **Coordination with Local Psychiatric Hospitals:** When the CSB performed the preadmission screening and when referral to the CSB is likely upon the discharge of an individual admitted involuntarily, the CSB shall coordinate or, if it pays for the service, approve an individual's admission to and continued stay in a psychiatric unit or hospital and collaborate with that unit or hospital to assure appropriate treatment and discharge planning to the least restrictive setting and to avoid the use of these facilities when the service is no longer needed.
- 5.) **Targeted Case Management Services:** In accordance with the Community Mental Health Rehabilitative Services manual and the policy manuals for the DD Waivers issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management services and shall have sole responsibility for targeted DD case management services, whether the CSB provides them directly or subcontracts them from another provider.
- 6.) **Choice of Case Managers:** Individuals receiving case management services shall be offered a choice of case managers to the extent possible, and this shall be documented by a procedure to address requests for changing a case manager or for receiving case management services at another CSB or from a contracted case management services

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provider. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may verify this as it reviews services records and examines the procedure.

- 7.) **Access to Services:** The CSB shall not require an individual to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations or the person is an adult with a serious mental illness, a child with or at risk of serious emotional disturbance, or an individual with a developmental disability or a substance use disorder, the person is receiving more than one other service from the CSB, or a licensed clinician employed or contracted by the CSB determines that case management services are clinically necessary for that individual. Federal Medicaid targeted case management regulations forbid using case management to restrict access to other services by Medicaid recipients or compelling Medicaid recipients to receive case management if they are receiving another service. The CSB shall not establish or implement policies that deny or limit access to services funded in part by state or local matching funds or federal block grant funds only because an individual: a.) is not able to pay for services, b.) is not enrolled in Medicaid, or c.) is involved in the criminal justice system.
- 8.) **PACT Criteria:** If the CSB receives state or federal funds for a Program of Assertive Community Treatment (PACT), it shall:
  - a.) Prioritize providing services to individuals with serious mental illnesses who are frequent recipients of inpatient services or are homeless;
  - b.) Achieve and maintain a caseload of 80 individuals receiving services after two years from the date of initial funding by the Department; and
  - c.) Participate in technical assistance recommended by the Department.
- 9.) **Virginia Psychiatric Bed Registry:** The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process. If the CSB operates residential crisis stabilization services, it shall update information about bed availability included in the registry whenever there is a change in bed availability for the facility or, if no change in bed availability has occurred, at least daily.
- 10.) **Preadmission Screening:** The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code of Virginia and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.
- 11.) **Discharge Planning:** The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code of Virginia and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals - Adult & Geriatric or Child & Adolescent* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued

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by the Department that are incorporated into and made a part of this contract by reference. The protocols are available on the Department's web site. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.

- d. **Populations Served:** The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with intellectual disability, individuals with other developmental disabilities who are receiving services through the DD Waivers or are priority I or priority II on the DD Waiver waiting list, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose. These populations are defined in the current Core Services Taxonomy.
- e. **Department of Justice Settlement Agreement Requirements:** The CSB agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36]. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with intellectual or developmental disabilities who currently (i) reside in training centers, (ii) meet criteria for the DD Waiver waiting list, (iii) reside in a nursing home or an ICF, or (iv) receive Medicaid Home and Community-Based DD Waiver services.
- 1.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].
  - 2.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26]. At these face-to-face meetings, the case manager shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs. The case manager shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager shall document the issue, convene the individual's service planning team to address it, and document its resolution.
  - 3.) Using a process developed jointly by the Department and VACSB Data Management Committee, the CSB shall report the number, type, and frequency of case manager contacts with individuals receiving case management services [section V.F.4, p. 27].

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- 4.) The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's face-to-face visits and observations and assessments [section V.F.5, p 27].
- 5.) The individual's case manager shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
  - a.) Receive services from providers having conditional or provisional licenses;
  - b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals;
  - c.) Have an interruption of service greater than 30 days;
  - d.) Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
  - e.) Have transitioned from a training center within the previous 12 months; or
  - f.) Reside in congregate settings of five or more individuals.

Refer to Enhanced Case Management Criteria Instructions and Guidance available at <http://www.dbhds.virginia.gov/settlement/Guidance%20Enhanced%20Case%20Management%20Criteria%2004252014.pdf> for additional information.
- 6.) Case managers shall give individuals a choice of service providers from which the individual may receive approved Waiver services, present all options of service providers based on the preferences of the individual, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form available at <http://www.dbhds.virginia.gov/library/developmental%20services/dds%20bulletin%2011.pdf>. [section III.C.5.c, p. 8].
- 7.) Case managers shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [sec. III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
  - a.) at enrollment in a DD Waiver,
  - b.) when there is a request for a change in Waiver service provider(s),
  - c.) when an individual is dissatisfied with a current Waiver service provider,
  - d.) when a new service is requested,
  - e.) when an individual wants to move to a new location, or
  - f.) when a regional support team referral is made as required by the Virginia Informed Choice Form.
- 8.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone and assist callers in identifying and connecting with local services, and, where necessary, to dispatch at least one mobile crisis team member adequately trained to address the crisis [section III.C.6.b.i.A, p. 9]. This requirement shall be met through the regional REACH program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].

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Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.

- 9.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers and support coordinators to individuals receiving day support or employment services.
- 10.) CSB case managers shall liaison with the Department's regional community resource consultants in their regions [section III.E.1, p. 14].
- 11.) Case managers shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code of Virginia that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].
- 12.) In developing discharge plans, CSB case managers, in collaboration with PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].
- 13.) CSB case managers and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].
- 14.) CSB case managers and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17].
- 15.) Case managers shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].
- 16.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post-move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.
- 17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].
- 18.) Using the protocol and real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or

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neglect as defined in § 37.2-100 of the Code of Virginia, serious injuries as defined in 12 VAC 35-115-30, or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].

- 19.) Participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:
  - a.) safety and freedom from harm,
  - b.) physical, mental, and behavioral health and well being,
  - c.) avoiding crises,
  - d.) stability,
  - e.) choice and self-determination,
  - f.) community inclusion,
  - g.) access to services,
  - h.) provider capacity[section V.D.3, pgs. 24 & 25].
- 20.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].
- 21.) Provide access to and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].
- 22.) Participate with the Department and its third party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing the web-based annual NCI provider survey [section V.I, p. 28].
- 23.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
  - a.) within five calendar days of an individual being presented with any of the following residential options: an intermediate care facility, a nursing facility, a training center, or a group home with a licensed capacity of five beds or more;
  - b.) if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
  - c.) immediately when an individual is displaced from his or her residential placement for a second time[sections III.D.6 and III.E, p. 14].
- 24.) Case managers shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1-3, p. 14].

The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be at the sole discretion of the CSB [section VI.G, p. 31].

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**f. Emergency Services Availability:** The CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area. The number(s) shall provide immediate access to a qualified emergency services staff member. Immediate access means as soon as possible and within no more than 15 minutes. If the CSB uses an answering service to fulfill this requirement, the service must be able to contact a qualified CSB emergency services staff immediately to alert the staff member that a crisis call has been received. Using (1) an answering service with no immediate transfer to a qualified CSB emergency services staff, (2) the CSB's main telephone number that routes callers to a voice mail menu, (3) 911, or (4) the local sheriff's or police department's phone number does not satisfy this requirement. The phone number(s) shall be disseminated widely throughout the service area, including local telephone books and appropriate local government and public service web sites, and shall be displayed prominently on the main page of the CSB's web site. The CSB shall implement procedures for handling emergency services telephone calls that ensure adequate emergency services staff coverage, particularly after business hours, so that qualified staff responds immediately to calls for emergency services, and the procedures shall include coordination and referral to REACH for individuals with developmental disabilities. The CSB shall provide the procedures for handling emergency services calls to the Department upon request.

### **g. Preadmission Screening Evaluations**

- 1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code of Virginia and to assess the need for hospitalization or treatment. The evaluations shall be performed by certified preadmission screening clinicians. Preadmission screening evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all preadmission screening evaluations conducted by its staff include at a minimum:
  - a.) A review of past clinical and treatment information if available;
  - b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;
  - c.) A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;
  - d.) Thorough and detailed documentation of the clinical disposition and rationale for it;
  - e.) Documentation of all hospitals contacted, including state hospitals;
  - f.) Documentation of contact with the staff's supervisor and CSB leadership about the evaluation when necessary and documentation of mandatory notification of CSB and Department leadership within 60 minutes once an ECO has expired without locating an appropriate bed; and
  - g.) Documentation of contact with REACH for all individuals presenting with a developmental disabilities (DD) diagnosis or a co-occurring DD diagnosis.
- 2.) Preadmission screening reports required by § 37.2-816 of the Code of Virginia shall comply with requirements in that section and shall state:

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- a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future,
    - (i) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or
    - (ii) suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;
  - b.) whether the person is in need of involuntary inpatient treatment;
  - c.) whether there is no less restrictive alternative to inpatient treatment; and
  - d.) the recommendations for that person's placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.
- h. Certification of Preadmission Screening Clinicians:** The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code of Virginia provided by the most qualified, knowledgeable, and experienced CSB staff. These evaluations are face-to-face clinical evaluations performed by designated CSB staff of persons in crisis who may be in emergency custody or who may need involuntary temporary detention or other emergency treatment. The CSB shall comply with the requirements in the current *Certification of Preadmission Screening Clinicians*, a document developed jointly by the Department and CSB representatives and made a part of this contract by reference, to enhance the qualifications, training, and oversight of CSB preadmission screening clinicians and increase the quality, accountability, and standardization of preadmission screening evaluations.
- i. Developmental Case Management Services**
- 1.) Case managers employed or contracted by the CSB shall meet the knowledge, skills and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews personnel records.
  - 2.) Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change. During its inspections, the Department's Licensing Office may verify this as it reviews ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
  - 3.) Case managers shall ensure that all information about each individual in the electronic waiver management system is updated annually or whenever changes occur, including information about the individual's:
    - a.) full name,
    - b.) current address,
    - c.) CSB unique identifier,
    - d.) level of care information,
    - e.) living situation,
    - f.) terminations,
    - g.) transfers, and
    - h.) waiting list information.
  - 5.) Case managers and other CSB staff shall comply with the SIS<sup>®</sup> Administration Process and any changes in the process within 30 calendar days of notification of the changes.
  - 6.) Case managers shall notify the designated Department staff that an individual has been terminated from all DD waiver services within 10 business days of termination.

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- 7.) Case managers shall submit the Request to Retain a Slot form to the appropriate Department staff to hold a slot open within 10 business days of it becoming available.
  - 8.) Case managers shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
  - 9.) Case managers shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice.
5. **Resources:** Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code of Virginia to receive allocations of state funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, and DD Home and Community-Based Waiver payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code of Virginia; and any other funds associated with or generated by the services shown in Exhibit A. The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.
- a. **Allocations of State General and Federal Funds:** The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Department may reduce restricted or earmarked state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in Community Consumer Submission (CCS) or CARS reports. These reductions shall not be subject to provisions in sections 9.c or 9.f of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.
  - b. **Disbursement of State or Federal Funds:** Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS and CARS reports that it is providing the services supported by these funds.
  - c. **Conditions on the Use of Resources:** The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.
6. **CSB Responsibilities**
- a. **State Hospital Bed Utilization:** In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall develop jointly with the Department and with input from private providers involved with the public mental health, developmental, and substance abuse services system mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and regional utilization management procedures and practices, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by individuals for whom the CSB is the case management CSB.

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The CSB shall implement procedures or utilize existing local or regional protocols to ensure appropriate management of each admission to a state hospital under a civil temporary detention order recommended by the CSB's preadmission screening clinicians to identify the cause of the admission and the actions the CSB may take in the future to identify alternative facilities. The CSB shall provide copies of the procedures and analyses to the Department upon request.

### b. Quality of Care

- 1.) **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
- 2.) **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed and updated at least every four years. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSBs, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.

The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance abuse services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available on the community contracting web page.

- 3.) **Critical Incidents:** The CSB shall implement procedures to insure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.
- 4.) **Individual Outcome and CSB Provider Performance Measures**
  - a.) **Measures:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall report the individual outcome and CSB provider performance measures in Exhibit B of this contract to the Department.
  - b.) **Individual CSB Performance Measures:** The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included as Exhibit D of this contract.
  - c.) **Individual Satisfaction Survey:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SA Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the annual Quality Services Reviews and the National Core Indicators Survey for individuals receiving DD Waiver services.
  - d.) **Strategic Prevention Framework (SPF):** The CSB, in partnership with local community coalitions, shall use the evidenced-based Strategic Prevention

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Framework (SPF) planning model to: complete a needs assessment using community, regional, and state data; build capacity to successfully implement prevention services; develop logic models and a strategic plan with measurable goals, objectives, and strategies; implement evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluate program management and decision making for enabling the ability to reach outcomes; plan for the sustainability of prevention outcomes; and produce evidence of cultural competence throughout all aspects of the SPF process.

- e.) **Logic Models:** The logic models shall identify individual- (i.e., youth, families, and parents), community-, and population-level strategies (e.g. environmental approaches). One logic model shall outline CSB federal substance abuse block grant (SABG) prevention set aside-funded services. The other model(s) shall be the CSB partnership coalition's logic model(s) reflecting the collaborative relationship of the CSB with the coalition in the implementation of community-level and environmental approaches. The CSB shall use the Institute of Medicine model to identify target populations based on levels of risk – universal, selective, and indicated. Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six CSAP evidenced-based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process and coalitions and environmental approaches are keys to achieving successful outcomes and are Department priorities. CSBs shall use evidence-based prevention programs, practices, and strategies. Seventy-five percent of SABG prevention set aside-funded services shall be programs, practices, or strategies included in a federal list of evidence-based interventions. A minimum of 25 percent of SABG prevention set aside-funded services shall be the community-based process and coalition strategy and 25 percent shall be environmental strategies.
- f.) **Prevention Services Evaluations:** The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services.
- g.) **SYNAR Activities and Merchant Education:** In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth access to tobacco. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools. The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. Beginning in FY 2003, the Department allocated \$10,000 annually to the CSB to complete SYNAR-related tasks. All store audit and merchant education activities shall be

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documented in the Counter Tools system and recorded in the Social Solutions Efforts to Outcomes – (ETO) Prevention Data System. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.

- h.) Recovery Orientation:** The CSB shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall administer the Recovery Oriented Systems Indicators (ROSI) Consumer Survey (42 items) with a statistically valid sample of five percent or a minimum of 70, whichever is larger, of individuals with serious mental illness receiving mental health services from the CSB and the ROSI Provider Survey (23 item Administrative Profile) biennially and report on its recovery orientation to the Department by the last business day of March in odd-numbered years.
- 5.) Case Management Services Training:** The CSB shall ensure that all direct and contract staff that provide case management services have completed the case management curriculum developed by the Department and that all new staff complete it within 30 days of employment. The CSB shall ensure that developmental case managers complete the ISP training modules developed by the Department within 60 days of their availability on the Department's web site.
- 6.) Developmental Case Management Services Organization:** The CSB shall structure its developmental case management services so that it does not provide case management and DD Waiver services to the same individual to ensure the independence of services from case management and avoid perceptions of undue case management influence on service choices by individuals.
- 7.) Program and Service Reviews:** The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code of Virginia or with a valid authorization by the individual receiving services or his authorized representative that complies with the Human Rights Regulations and the HIPAA Privacy Rule. The CSB shall provide ready access to any records or other information necessary for the Department to conduct program or service reviews or investigations of critical incidents.
- 8.) Response to Complaints:** Pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it. The CSB shall acknowledge complaints that the Department refers to it within five business days of receipt and provide follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its web site and provide copies to all individuals when they are admitted for services and provide a copy to the Department upon request.

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- 9.) **Access to Substance Abuse Treatment for Opioid Abuse:** The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.126, available until the individual is admitted.

### c. Reporting Requirements

- 1.) **CSB Responsibilities:** For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1037 and shall:
- a.) provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2-508 or § 37.2-608 of the Code of Virginia, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code of Virginia, and as defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules, that are available on the community contracting web page and are incorporated into and made a part of this contract by reference;
  - b.) follow the current Core Services Taxonomy and CCS Extract Specifications and Design Specifications, including the current Business Rules, when responding to reporting requirements established by the Department;
  - c.) complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;
  - d.) follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases and participate in the user acceptance testing process when requested to do so by the Department;
  - e.) report service data on substance abuse prevention services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the ETO Prevention Data System, as outlined in approved data matrices and reporting deadlines, including quarterly reporting; report service data on state-funded mental health first aid and suicide prevention services through ETO, but report funding, expenditure, and cost data on these services through CARS per section 2.a.); and report service, funding, expenditure, and cost data on any other mental health prevention services through CCS 3 and CARS;
  - f.) supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code of Virginia and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);
  - g.) report data and information required by the current Appropriation Act; and

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- h.) report data identified collaboratively by the Department and the CSB working through the Virginia Association of Community Services Boards Data Management Committee on the regional REACH program if the CSB is the fiscal agent for this program.
- 2.) Routine Reporting Requirements:** The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:
- a.) types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by core service with the end-of-the-fiscal year CARS report;
  - b.) demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;
  - c.) community waiting list information for the Comprehensive State Plan that is required by § 37.2-315 of the Code of Virginia, as permitted under § 32.1-127.1:03 (D) (6) of the Code of Virginia and 45 CFR § 164.512 (d) and (k) (6) (ii) (when required);
  - d.) State Facility Discharge Waiting List Data Base reports using ACCESS software supplied by the Department;
  - e.) Federal Balance Report (October 15);
  - f.) PATH reports (mid-year and at the end of the fiscal year);
  - g.) Report amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by core service in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and
  - h.) other reporting requirements in the current CCS Extract or Design Specifications.
- 3.) Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the CSB shall work with the Department through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.
- 4.) Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.

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- 5.) Streamlining Reporting Requirements:** The CSB shall work with the Department through the DMC to review existing reporting requirements including the current CCS to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.
- d. Providing Information:** The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.
- e. Compliance Requirements:** The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and J of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.
- The CSB shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The CSB shall ensure sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department. The Department will accept 256 bit encryption methods that are FIPS 140-2 compliant.
- The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards in Exhibits E and I of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code of Virginia in Exhibit H of this contract.
- f. Regional Programs:** The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures in Appendices E and F of the Core Services Taxonomy. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional

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program. Protected health information, personally identifiable information, or other information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) of the HIPAA regulations and under §32.1-127.1:03.D (6) of the Code.

### **g. Intensive Care Coordination for the Comprehensive Services Act**

1.) As the single point of entry into publicly funded mental health, developmental, and substance abuse services pursuant to § 37.2-500 of the Code of Virginia and as the exclusive provider of Medicaid rehabilitative mental health case management services and with sole responsibility for targeted DD case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Comprehensive Services Act for At-Risk Youth and Families (CSA). The CSB and the local community policy and management team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB's service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.

2.) If the CSB is identified as the provider of ICC services, it shall work in close collaboration with its CPMT(s) and family assessment and planning team(s) to implement ICC services, to assure adequate support for these services through local CSA funds, and to assure that all children receive appropriate assessment and care planning services. Examples of ICC activities include: efforts at diversion from more restrictive levels of care, discharge planning to expedite return from residential or facility care, and community placement monitoring and care coordination work with family members and other significant stakeholders. If it contracts with another entity to provide ICC services, the CSB shall remain fully responsible for ICC services, including monitoring the services provided under the contract.

**h. Electronic Health Record:** The CSB shall implement and maintain an electronic health record that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology - Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with the Department and its state hospitals and training centers and other CSBs.

**i. Reviews:** The CSB shall participate in the periodic, comprehensive administrative and programmatic review of the CSB conducted by the Department to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.

**j. Consideration of Department Comments or Recommendations:** The executive director and CSB board members shall consider significant issues or concerns raised by the Commissioner of the Department at any time about the operations or performance of the CSB and shall respond formally to the Department, collaborating with it as appropriate, about these issues or concerns.

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### 7. Department Responsibilities

- a. **Funding:** The Department shall disburse state funds displayed in Exhibit A prospectively on a semi-monthly basis to the CSB, subject to the CSB's compliance with the provisions of this contract. Payments may be revised to reflect funding adjustments. The Department shall disburse federal grant funds that it receives to the CSB in accordance with the requirements of the applicable federal grant and, wherever possible, prospectively on a semi-monthly basis. The Department shall make these payments in accordance with Exhibit E of this contract.
- b. **State Facility Services**
  - 1.) **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.
  - 2.) **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall post state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child and adolescent, and forensic) and for TDO admissions and bed day utilization on its web site.
  - 3.) **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035 to support service linkages with the CSB, including adherence to the applicable provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.
  - 4.) **Medical Screening and Medical Assessment:** When working with CSBs and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the most current *Medical Screening and Medical Assessment Guidance Materials*. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
  - 5.) **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.
  - 6.) **Recovery Orientation:** The Department shall ensure that each state hospital implements a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement, and

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each state hospital shall report on its recovery orientation to the Department by the last business day of March in odd-numbered years.

- 7.) **Virginia Psychiatric Bed Registry:** The Department shall participate in the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia, and state hospitals shall update information about bed availability included in the registry whenever there is a change in bed availability for the hospital or, if no change in bed availability has occurred, at least daily.

### c. Quality of Care

- 1.) **Measures:** The Department in collaboration with the VACSB Data Management and Quality Assurance Committees shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, and quality improvement measures, pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.
- 2.) **Department CSB Performance Measures Data Dashboard:** The Department shall develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and post it on its web site. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.
- 3.) **Utilization Management:** The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance abuse services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference.
- 4.) **Recovery Orientation:** The Department shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall report on its recovery orientation on its web site by the last business day of March in odd-numbered years. It shall work with the CSB within the resources available to support the CSB's efforts to assess and increase its recovery orientation over time and review and provide feedback to the CSB on its efforts.
- 5.) **Continuity of Care:** In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code of Virginia, State Board Policy 1036, the current *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.
- 6.) **Human Rights:** The Department shall operate the statewide human rights system described in the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*, monitor compliance with the human rights requirements in those regulations, and conduct reviews and investigations

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referenced in those regulations. The Department's human rights staff shall be available on a daily basis, including weekends and holidays, to receive reports of allegations of violations of the human rights of individuals receiving services from the CSB.

- 7.) **Licensing:** The Department shall license programs and services that meet the requirements in the current *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services* and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department.

### d. Reporting Requirements

- 1.) **Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the Department shall work with CSBs through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current Community Consumer Submission (CCS), and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.
- 2.) **Community Consumer Submission:** The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code of Virginia, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through the CCS as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) of the HIPAA regulations and § 32.1-127.1:03.D (6) of the Code of Virginia and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia and HIPAA. The Department shall follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases.
- 3.) **Data Elements:** The Department shall work with CSBs through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.
- 4.) **Surveys:** The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB

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Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by Commissioner James Stewart on March 4, 2011.

**5.) Streamlining Reporting Requirements:** The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

- e. Compliance Requirements:** The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Administrative Requirements, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The Department and its state hospitals and training centers shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB. The Department will use 256 bit encryption methods that are FIPS 140-2 compliant.

- f. Communication:** The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSBs via letters, memoranda, or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

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- g. Regional Programs:** The Department may conduct utilization review or management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of protected health information, personally identifiable information, or other information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii) ) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code of Virginia. If the CSB's receipt of state funds as the fiscal agent for a regional program, as defined in the Regional Program Principles and the Regional Program Procedures in Appendices E and F of the current Core Services Taxonomy, including regional DAP, acute inpatient care (LIPOS), or state facility reinvestment project funds, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement related to the funds for that regional program allocated to the other participating CSBs as authorized by that Code section and State Board Policy 4010.
  - h. Peer Review Process:** The Department shall implement a process in collaboration with volunteer CSBs to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.
  - i. Electronic Health Record:** The Department shall implement and maintain an electronic health record in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology - Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSBs.
  - j. Reviews:** The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department may conduct a periodic, comprehensive administrative and programmatic review of the CSB to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The Department shall present a report of the review to the CSB and monitor the CSB's implementation of any recommendations in the report.
  - k. Department Comments or Recommendations on CSB Operations or Performance:** The Commissioner of the Department may communicate significant issues or concerns about the operations or performance of the CSB to the executive director and CSB board members for their consideration, and the Department agrees to collaborate as appropriate with the executive director and CSB board members as they respond formally to the Department about these issues or concerns.
- 8. Subcontracting:** The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements. Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request.

## FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual. If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the Human Rights regulations, do not apply to the purchase of a service for one individual.

- a. **Subcontracts:** The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.
- b. **Subcontractor Compliance:** The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.

The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.

- c. **Subcontractor Dispute Resolution:** The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.
- d. **Quality Improvement Activities:** The CSB shall, to the extent practicable, incorporate specific language in its subcontracts regarding the quality improvement activities of subcontractors. Each vendor that subcontracts with the CSB should have its own quality improvement system in place or participate in the CSB's quality improvement program.

## FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

### 9. Terms and Conditions

- a. **Availability of Funds:** The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.
- b. **Compliance:** The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, reducing allocations or payments, and terminating the contract, to assure CSB compliance with this contract. Specific remedies, described in Exhibit I of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.
- c. **Disputes:** Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in section 9.f, which may be used to appeal only the following conditions:
  - 1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to section 5 of this contract;
  - 2.) termination or suspension of the contract, unless funding is no longer available;
  - 3.) refusal to negotiate or execute a contract modification;
  - 4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
  - 5.) determination that an expenditure is not allowable under this contract.
- d. **Termination**
  - 1.) The Department may terminate this contract immediately, in whole or in part, at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government. In this situation, the obligations of the Department and the CSB under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.
  - 2.) The CSB may terminate this contract immediately, in whole or in part, at any time during the contract period if funds for this activity are withdrawn or not appropriated by its local government(s) or other funding sources. In this situation, the obligations of the CSB and the Department under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.
  - 3.) In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.e and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. A written notice specifying the cause shall be delivered to the CSB's board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.

**FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT**

- e. **Remediation Process:** The remediation process mentioned in § 37.2-508 or § 37.2-608 of the Code of Virginia is an informal procedure that shall be used by the Department and the CSB to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of the contract, in whole or in part, in accordance with the provisions of section 9.d of this contract. The details of this remediation process shall be developed by the parties and added as an exhibit of this contract. This exhibit shall describe the situation or condition and include the performance measures that shall document a satisfactory resolution of the situation or condition.
- f. **Dispute Resolution Process:** Disputes arising from any of the conditions in section 9.c of this contract shall be resolved using the following process.
- 1.) Within 15 days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department's Director of Community Contracting, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.
  - 2.) The Director of Community Contracting shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the Director of Community Contracting shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director's written notification.
  - 3.) If the dispute falls within the conditions listed in section 9.c, the Director of Community Contracting shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.
  - 4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.
  - 5.) The Director of Community Contracting will contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.
  - 6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.
  - 7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of

## FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.

- 8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; (3) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (4) not within the CSB's purview.
  - 9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.
  - 10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.
  - 11.) The CSB or the Department may seek judicial review of the final decision to terminate or suspend the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.
- g. Contract Amendment:** This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB. The services identified in Exhibit A of this contract may be revised in accordance with the performance contract revision instructions contained in Exhibit E of this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.
- h. Liability:** The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. The CSB may discharge these responsibilities by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any policy or program to the Department upon request. This contract is not intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.
- i. Constitution of the CSB:** The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2-501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code of Virginia and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, the CSB's relationship with its local government or governments, and the name of the CSB.
- j. Severability:** Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

10. Signatures: In witness thereof, the Department and the CSB have caused this performance contract to be executed by the following duly authorized officials.

Virginia Department of Behavioral Health  
And Developmental Services

New River Valley  
\_\_\_\_\_  
CSB

By: \_\_\_\_\_  
Name: Jack W. Barber, M.D.  
Title: Interim Commissioner

By: Joe Young  
\_\_\_\_\_  
Name: Joe Young  
Title: CSB Chairperson

Date: \_\_\_\_\_

Date: 6-23-16

By: Rosemary Sullivan  
\_\_\_\_\_  
Name: Rosemary Sullivan  
Title: CSB Executive Director

Date: 6-23-16

**FY 2017 Community Services Performance Contract**

**FY 2017 Exhibit A: Resources and Services**

**CSB 100 Mental Health Services**

**New River Valley Community Services**

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	0.26 Beds	16	\$172,474
310 Outpatient Services	31.5 FTEs	3900	\$7,698,126
350 Assertive Community Treatment	44 FTEs	261	\$3,942,190
320 Case Management Services	90.5 FTEs	5025	\$7,876,354
410 Day Treatment or Partial Hospitalization	96 Slots	240	\$2,016,201
420 Ambulatory Crisis Stabilization Services	2 Slots	256	\$608,282
425 Mental Health Rehabilitation	35 Slots	165	\$1,055,032
510 Residential Crisis Stabilization Services	8 Beds	210	\$1,313,259
521 Intensive Residential Services	4 Beds	4	\$304,813
551 Supervised Residential Services	63.75 Beds	67	\$1,783,047
581 Supportive Residential Services	9 FTEs	190	\$972,952
<b>Totals</b>		<b>10,334</b>	<b>\$27,742,730</b>

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	130

**FY 2017 Community Services Performance Contract**

**FY 2017 Exhibit A: Resources and Services**

**CSB 200 Developmental Services**

**New River Valley Community Services**

**Report for Form 21**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
320 Case Management Services	20 FTEs	540	\$2,693,128
420 Ambulatory Crisis Stabilization Services	1 Slots	90	\$264,754
425 Developmental Habilitation	15 Slots	71	\$771,644
510 Residential Crisis Stabilization Services	3 Beds	72	\$1,668,656
521 Intensive Residential Services	28 Beds	29	\$2,743,318
551 Supervised Residential Services	38 Beds	44	\$2,902,245
581 Supportive Residential Services	0.5 FTEs	9	\$512,161
	<b>Totals</b>	<b>855</b>	<b>\$11,555,906</b>

**FY 2017 Community Services Performance Contract**

**FY 2017 Exhibit A: Resources and Services**

**CSB 300 Substance Abuse Services**

**New River Valley Community Services**

**Report for Form 31**

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	6 FTEs	925	\$615,284
313 Intensive Outpatient Services	0.5 FTEs	51	\$183,569
320 Case Management Services	5.5 FTEs	480	\$569,808
410 Day Treatment or Partial Hospitalization	10 Slots	140	\$201,620
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	1 Beds	50	\$297,500
521 Intensive Residential Services	9 Beds	101	\$849,337
610 Prevention Services	9 FTEs		\$919,829
<b>Totals</b>		<b>1,747</b>	<b>\$3,636,947</b>

**FY 2017 Community Services Performance Contract**

**FY 2017 Exhibit A: Resources and Services**

**CSB 400 Emergency and Ancillary Services**

**New River Valley Community Services**

**Report for Form 01**

<b>Core Services</b>	<b>Projected Service Capacity</b>	<b>Projected Numbers of Individuals Receiving Services</b>	<b>Projected Total Service Costs</b>
100 Emergency Services	17 FTEs	3800	\$2,463,453
318 Motivational Treatment Services	3 FTEs	260	\$341,343
720 Assessment and Evaluation Services	11 FTEs	1055	\$3,346,269
	<b>Totals</b>	<b>5,115</b>	<b>\$6,151,065</b>

# Memo

**To:** David Ridpath, City Manager

**From:** Lawrence C. Rice, WTP Superintendent

**CC:**

**Date:** August 24, 2016

**Re:** Chemical Bids

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Bids for Pax XL8 (Poly Aluminum Chloride) for the next fiscal year have been received. Kemira has extended the price of \$0.182 liquid lb.

The water treatment plant normally uses 118 tons of this chemical for water treatment. I respectfully request approval for acceptance of the bid for Pax XL8 of \$0.182 liquid lb from Kemira Water Solutions for a total of \$42,952. Kemira has been sole supplier of this chemical since 2010.

City Council agenda  
9/12/16  


VIRGINIA WORLD WAR I AND WORLD WAR II COMMEMORATION COMMISSION

General Assembly Building, 2nd floor  
201 North 9th Street  
Richmond, VA 23219



*Delegate M. Kirkland Cox, Chairman*  
*Senator Frank M. Ruff, Jr., Vice-Chairman*

June 15, 2016

City Manager David Ridpath  
10 Robertson Street  
Radford, VA 24141

Dear Mr. Ridpath:

As you may know, the General Assembly created the Virginia World War I and World War II Commemoration Commission to plan, develop, and carry out programs and events to commemorate the 100th anniversary of World War I and the 75th anniversary of World War II. There will be a number of major events and programs during these important statewide commemorations, which hold tremendous educational, economic, and tourism opportunities.

Primary goals of the commemoration include honoring veterans and preserving their stories, connecting people to history through travel and tourism, and inspiring a desire to learn more. The Commission is sponsoring a number of programs and Signature Events that will benefit museums and historic sites across the state, including:

- Tourism marketing grants of up to \$5,000 to museums, historic sites, and partner organizations
- "Profiles of Honor" traveling museum and scanning of images related to WWI and WWII
- Statewide teacher symposium
- Signature Events at locations across the state
- Statewide calendar of events, interactive listing of places to visit, and driving brochures

**We encourage participation of every locality and request that you designate a liaison or create a local WWI/WWII committee to work with the Commission to coordinate at the state level.** Virginia leads the nation in planning for a robust statewide commemoration of these important anniversaries, and strong involvement at the local level is crucial to its success. To every extent possible, local planning partners involved in the WWI/WWII commemoration should include:

- Office of the chief administrative official
- Tourism office or DMO (Destination Marketing Organization)
- Museums and historic sites
- Veterans organizations
- Educators, including superintendent or social studies/history curriculum coordinator

Staff is holding a series of information sessions this summer, a schedule for which is listed below. Please plan to attend a session or send a designee for more information about the commemoration, including the grants program.

**Richmond**

Thursday, July 7 - 10:30 a.m.  
Virginia State Capitol  
1000 Bank Street  
Richmond, VA 23219

**Bedford**

Friday, July 8 - 11:00 a.m.  
D-Day Memorial  
816 Burks Hill Road  
Bedford, VA 24523

**Norfolk**

Thursday, July 14 - 11:00 a.m.  
MacArthur Memorial  
198 Bank Street  
Norfolk, VA 23510

**Winchester**

Friday, July 15 - 11:00 a.m.  
Museum of the Shenandoah Valley  
901 Amherst Street  
Winchester, VA 22601

**Blacksburg**

Wednesday, July 20 - time TBD  
Historic Smithfield Plantation  
1000 Smithfield Plantation Road  
Blacksburg, VA 24060

**Prince William**

Tuesday, August 2 - 10:30 a.m.  
National Museum of the Marine Corps  
18900 Jefferson Davis Hwy  
Triangle, VA 22172

**Please return the enclosed form by July 1, 2016 to designate the liaison(s) for your locality and encourage them to attend one of the information session listed above.** We will remain in close contact with the local liaisons, communicating regularly about the statewide commemoration. Please feel free to contact Cheryl Jackson, Executive Director, if you have any questions, at (804) 786-3591, ext. 276, or by email to [cjackson@dls.virginia.gov](mailto:cjackson@dls.virginia.gov)

On behalf of the Virginia World War I and World War II Commemoration Commission, I look forward to working with you as we begin planning for these important milestone anniversaries. The beginning of the commemoration period is fast approaching -- join us as we work together to ensure that Virginia continues to lead the nation in honoring veterans and preserving their legacies.

Sincerely,



M. Kirkland Cox, Chairman  
Majority Leader, Virginia House of Delegates

Enclosures

**VIRGINIA WORLD WAR I AND WORLD WAR II COMMEMORATION COMMISSION**

General Assembly Building, 2nd floor  
201 North 9th Street  
Richmond, VA 23219



*Delegate M. Kirkland Cox, Chairman  
Senator Frank M. Ruff, Jr., Vice-Chairman*

**World War I and World War II Commemoration Designated Local Contact**

**Locality:** \_\_\_\_\_

Designee(s) to serve as local liaison to the Virginia World War I and World War II Commemoration Commission:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*Please attach additional sheets as needed*

**Please respond by July 1, 2016**

Cheryl Jackson, Executive Director  
Virginia World War I and World War II Commemoration Commission  
201 North 9th Street, 2nd floor  
Richmond, VA 23219  
Phone: (804) 786-3591, ext. 276  
Fax: (804) 692-0625  
Email: [cjackson@dls.virginia.gov](mailto:cjackson@dls.virginia.gov)  
[VirginiaWorldWarI.org](http://VirginiaWorldWarI.org) / [VirginiaWorldWarII.org](http://VirginiaWorldWarII.org)

## VIRGINIA WORLD WAR I AND WORLD WAR II COMMEMORATION COMMISSION



VirginiaWorldWarI.org



VirginiaWorldWarII.org

### Update from the Commission

The Virginia World War I and World War II Commemoration Commission (the Commission) was created by the General Assembly during the 2016 Session by expanding the existing World War II 75th Anniversary Commission to include observances of the 100th anniversary of World War I. The Commission is led by Delegate M. Kirkland Cox, Chairman, and Senator Frank M. Ruff, Jr., Vice-Chairman, and members of the General Assembly, including Delegate Richard L. Anderson, Delegate John M. O'Bannon, III, Senator Bryce E. Reeves, and Delegate Marcus Simon. The commissioner of the Department of Veterans Services, the executive director of the Virginia War Memorial, and noted historians also serve on the Commission. A robust advisory council composed of museum partners, government officials, stakeholders, and experts serves in a consultative capacity to the Commission.

Primary goals that guide the work of the Virginia World War I and World War II Commemoration Commission include:

**Honoring our veterans:** Honor the service of veterans, whose sacrifices can never be forgotten. When we remember yesterday's veterans we are also communicating to today's service members that they won't be forgotten, either.

**Inspiring a desire to learn more:** Provide opportunities for people to explore personal connections and highlight multiple perspectives of Virginia's role in World War I and World War II (e.g., battlefield and military support, home front and civilian support, Holocaust and stories of survival, and more)

**Connecting through travel and tourism:** Make it easy for visitors to connect to museums, memorials, and sites in Virginia related to World War I and World War II.

**Preservation of historic sites:** Encourage preservation and interpretation of significant sites in Virginia related to World War I and World War II.

### Commission programs and events

The Commission is planning a number of Signature Events and programs that include:

*Dawn of Infamy: America Goes to War - A Tribute to Veterans*  
University of Richmond  
Thursday, December 8, 2016

A tribute to World War II veterans, this program will be held to mark the 75th anniversary of the attack on Pearl Harbor and America's entry into World War II, which was a turning point in a conflict that had been raging since September 1939. More than 400,000 Americans would pay the ultimate price of freedom, more than 11,000 of whom were Virginians. We can never forget their sacrifice.

Plan now to join the Virginia World War I and World War II Commemoration Commission at the University of Richmond on Thursday, December 8 to mark these climatic anniversaries. But even more, to thank the men and women who bravely stand in harm's way to secure our freedom yesterday, today, and forever.

World War II veterans will be recognized and honored at this Signature Event, and are encouraged to register early.

This program is free and open to the public, but pre-registration is required at [www.VirginiaWorldWarII.org](http://www.VirginiaWorldWarII.org).

#### ***Legacy Project: WWI and WWII Profiles of Honor Tour***

The Profiles of Honor Tour is a mobile tour that will travel across Virginia to bring an interactive exhibit to museums, libraries, and historic sites, as well as serve as a collection point for the scanning of images related to WWI and WWII for inclusion in the Virginia *Profiles of Honor* project. The mobile tour will begin in December 2016.

#### **Statewide teacher symposium**

The Commission will work with the Virginia Department of Education, colleges, and historians across the state to hold a symposium for teachers, providing resources for teaching WWI and WWII history. The symposium will be widely accessible to teachers - it will go on the road to be held in each of the eight superintendent regions, and also be recorded for internet download on demand. The teacher symposium will be held in summer 2017.

#### **World War I and World War II Tourism Marketing Grants**

Matching grants of up to \$5,000 available to museums, historic sites, and organizations involved in the commemoration for the marketing of initiatives related to the 100th anniversary of World War I or the 75th anniversary of World War II. The first round of grants opens June 30, 2016. More information is available at [vatc.org](http://vatc.org).

In addition to the programs listed above, special events will be held to mark key anniversary dates, which include:

- April 6, 2017: 100th anniversary of the US entry into World War I
- June 4-6, 2017: 75th anniversary of the Battle of Midway
- November 11, 2018: 100th anniversary of Armistice Day
- June 6, 2019: 75th anniversary of D-Day
- September 2, 2020: 75th anniversary of V-J Day

## Get involved

There will be many opportunities to be involved and to include your family's story during Virginia's commemoration of World War I and World War II. First steps to get involved:

- Visit **VirginiaWorldWarI.org** and **VirginiaWorldWarII.org** to find a comprehensive calendar of events and listing of places to visit in Virginia related to WWI and WWII
- Join the mailing list at **VirginiaWorldWarI.org** and **VirginiaWorldWarII.org**
- Follow on Facebook at **Virginia World War II 75th Anniversary Commemoration** or **Virginia World War I Centennial Commemoration**
- Plan now to attend the Tribute to Veterans on December 8, 2016 at the University of Richmond - free and open to the public, but pre-registration is required. Registration opens Memorial Day.

If you have questions about Virginia's commemoration and how you can get involved, please feel free to contact Cheryl Jackson, Executive Director at (804) 786-3591, ext. 276 or by email to [cjackson@dls.virginia.gov](mailto:cjackson@dls.virginia.gov).

We look forward to working together to remember the people, places, and events that shaped the world we live in . . . then and now.

### Staff contact:

Cheryl Jackson, Executive Director  
Virginia World War I and World War II Commemoration Commission  
201 North 9th Street  
General Assembly Building, 2nd floor  
Richmond, VA 23219  
Phone: (804) 786-3591, ext. 276  
Email: [cjackson@dls.virginia.gov](mailto:cjackson@dls.virginia.gov)  
Websites: [VirginiaWorldWarI.org](http://VirginiaWorldWarI.org) and [VirginiaWorldWarII.org](http://VirginiaWorldWarII.org)

**A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE NEW RIVER VALLEY METROPOLITAN PLANNING ORGANIZATION  
AND  
THE CITY OF RADFORD OPERATING RADFORD TRANSIT**

**RELATING TO**

**CONTINUING TRANSPORTATION PLANNING  
IN RELATIONSHIP TO PUBLIC TRANSIT SERVICE PROVIDED BY  
THE CITY OF RADFORD OPERATING RADFORD TRANSIT**

This Memorandum of Understanding is made effective on this 1st day of September, 2016, between the New River Valley Metropolitan Planning Organization (hereinafter referred to as "NRV MPO"), and the City of Radford (hereinafter referred to as "Radford"), the operator of the publicly-owned transit system located within the Blacksburg VA urbanized area-serving the City of Radford and the adjacent area in Virginia.

**WITNESSETH:**

**WHEREAS**, the NRV MPO is the designated Metropolitan Planning Organization (MPO), as set forth in the United States Department of Transportation ("US DOT") issued regulation 23 CFR § 450.314(a), covering portions of Montgomery and Pulaski Counties and the City of Radford (the Region); and

**WHEREAS**, representatives on the NRV MPO Policy Board include appointees of the counties of Montgomery and Pulaski, the City of Radford, the Towns of Blacksburg and Christiansburg, the Virginia Department of Transportation (VDOT), the Virginia Department of Rail and Public Transportation (VDRPT), Virginia Tech, Radford University, New River Community College, the New River Valley Regional Commission, the Federal Highway Administration ("FHWA"), and the Federal Transit Administration ("FTA"); and

**WHEREAS**, the NRV MPO is the Metropolitan Planning Organization (MPO) which serves portions of Montgomery and Pulaski Counties and the City of Radford; and

**WHEREAS**, Radford operates Radford Transit, one of the public transportation systems operating within the Blacksburg VA Urbanized Area; and

**WHEREAS**, the NRV MPO and Radford seek to carry out public transit planning in compliance with the regulations and guidelines of the Federal Highway Administration and Federal Transit Administration; and

**WHEREAS**, the Blacksburg VA region has exceeded the threshold as classified by the United States 2010 Census of being an Urbanized Area (UZA), with 50,000 residents or more, and;

**WHEREAS**, the Virginia Department of Rail and Public Transportation (VDRPT) has designated the NRV MPO to carry out urban transportation planning activities in the Blacksburg VA Urbanized Area in regards to public transportation, and;

**WHEREAS**, Radford is recognized as a direct recipient in the Urbanized Area for Federal Transit Administration grants and aid under Section 5307 of the Federal Transit Act, as amended; and

**WHEREAS**, the NRV MPO and Radford desire to set forth guidelines for cooperative procedures that define roles and responsibilities for each.

- Develop studies to define transit concepts, feasibility and cost estimates; and
- Prepare information submittals for studies and analyses; and
- Participate in technical support of transit studies carried out by Radford.

**B. Roles and Responsibilities of Radford for Project Planning shall include:**

- Perform project planning and advance projects through a development process including studies to comply with local, state and federal guidance and regulations; and
- Involve the NRV MPO in project studies at the technical level as appropriate; and prepare preliminary and final engineering, and final cost estimates for transit projects; and
- Conduct public outreach and encourage public participation as required under applicable federal and state laws and regulations; and
- Prepare information submittals for projects; and
- Provide regular briefings and opportunities for input from the NRV MPO Policy Board.

**4. Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), and Long Range Transportation Plan (LRTP):**

**A. Roles and Responsibilities of the NRV MPO shall include:**

- Develop in cooperation with VDOT, VDRPT, and Radford, the TIP, the UPWP, and the LRTP for consideration and review. Approve the final documents.
- Conduct in cooperation with VDOT, VDRPT, and Radford, public outreach and encourage public participation in the development of the TIP, UPWP, and the LRTP as required under applicable federal and state laws and regulations;

**B. Roles and Responsibilities of Radford shall include:**

- Develop in cooperation with VDOT, VDRPT, and the NRV MPO, the public transportation component of the TIP, the UPWP, and the LRTP for Radford; and
- Assist VDOT, VDRPT, and the NRV MPO in public outreach and encourage public participation in the development of the UPWP, TIP, and LRTP as required under applicable federal and state laws and regulations.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have executed this Memorandum of Understanding by their duly authorized officers or representatives, as of the date first above written.

New River Valley  
Metropolitan Planning Organization (NRV MPO)

City of Radford (Radford)

By: \_\_\_\_\_

By: \_\_\_\_\_

F. Craig Meadows  
Chairman

David Ridpath  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_







# COMMONWEALTH of VIRGINIA

## Commission for the Arts

1001 EAST BROAD STREET, SUITE 330  
RICHMOND, VIRGINIA 23219-2010

### BOARD/COMMISSION MEMBERS

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MARGARET G. VANDERHYE  
EXECUTIVE DIRECTOR

June 24, 2016

David Ridpath, City Manager  
City of Radford  
10 Robertson Street  
Radford, VA 24141

Grant I.D.#: 17-0195  
Federal I.D.#: 546001548

Project Grant: \$ 2,400  
Vendor I.D.# 0000054639

Re: Sculpture creation and exhibition

Dear Mr. Ridpath:

It is a pleasure to inform you that the Virginia Commission for the Arts has awarded your organization a Project Grant for 2016 – 2017 in the amount on the reference line above.

You may expect payment of grant funds by the dates listed below.

\$ 2,040 August 15, 2016

\$ 360 Upon receipt of final report \*

*(must be received no later than June 1, 2017)*

Your signature on the certification of assurances attached to the application indicated your agreement to the grant conditions. Any substantive changes in the activities or budget described in your application must be approved in advance by the Commission staff. Project grants must be matched at least on a one-to-one basis with cash. In-kind contributions may be reported but are not considered to be part of the match.

In all published materials and announcements regarding the activities of your organization in 2016 - 2017, acknowledgment must be made that the activity is partially supported by the Virginia Commission for the Arts and the National Endowment for the Arts. High resolution logos for the VCA and NEA can be found on the Commission website [www.arts.virginia.gov](http://www.arts.virginia.gov). These logos must be used in printed materials such as programs, brochures, and your website and electronic promotional materials. Failure to acknowledge the support of the Commission and National Endowment for the Arts through use of the logos will result in the cancellation of the second payment.

*continued*

# APPROPRIATION ORDINANCE

Ordinance Number: **1682.10**  
 1st Reading: September 12, 2016  
 2nd Reading:

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1682, THE CITY OF RADFORD, VIRGINIA ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND APPROPRIATE THE SUM OF \$4,300 FOR:

Va Commission for the Arts grant for sculpture creation and exhibition

Be it ordained by the Council of the City of Radford, Virginia that Ordinance Number 1682 identifying the revenue and expenditure accounts of the City of Radford contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated and adjusted as presented. Be it furthered ordained that an emergency exists and this Ordinance shall be in full force and effect from the date of its passage.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
GRANTS	STATE CAT AID	20124-324704-G8119	COMMISSION FOR THE ARTS.	\$ 2,400			
GRANTS	TRANSFERS	20151-351100-G8119	TRANSFERS FROM GENERAL FUND	\$ 1,900			
GRANTS	TOURISM	2018115-403170-G8119	OTHER PROFESSIONAL SERVICES			\$ 3,000	
GRANTS	TOURISM	2018115-403600-G8119	ADVERTISING			\$ 1,300	
GENERAL	TOURISM	1008115-403170-07101	OTHER PROFESSIONAL SERVICES				\$ 1,500
GENERAL	TOURISM	1008115-403600	ADVERTISING				\$ 400
GENERAL	TRANSFERS	1009300-409302	TRANSFERS TO GRANTS FUND			\$ 1,900	
			Totals	\$ 4,300	\$ -	\$ 6,200	\$ 1,900

The recorded roll call vote was as follows:

FIRST READING: September 12, 2016  
 VOTE:

Mr. Gropman \_\_\_\_\_  
 Dr. Harshberger \_\_\_\_\_  
 Mr. Marshall \_\_\_\_\_  
 Mr. Turk \_\_\_\_\_  
 Mayor Brown: \_\_\_\_\_

SECOND READING:  
 VOTE:

Mr. Gropman \_\_\_\_\_  
 Dr. Harshberger \_\_\_\_\_  
 Mr. Marshall \_\_\_\_\_  
 Mr. Turk \_\_\_\_\_  
 Mayor Brown: \_\_\_\_\_

MOTION:  
 SECOND:

MOTION:  
 SECOND:

ATTEST: \_\_\_\_\_  
 Jennifer G. Wilder, City Clerk

**City of Radford, VA  
City Council Action Form**

Date for Council consideration: 09/12/2016

**Background Information:**

Request for funds to be appropriated from K-9 donation account.

**Action Requested:**

For Council to appropriate the above mentioned funds to be made available for purchases to enhance the K9 program; supplies, equipment, etc. as needed. The amount of the requested funds is \$9481.74.

**Pros and Cons/Financial Implications:**

**Pros:** To increase the funds available for the K9 program.

**Cons:** None.

**Financial impact on the department and City:**

None, due to funds being from donations.



# APPROPRIATION ORDINANCE

Ordinance Number: **1682.12**  
 1st Reading: September 12, 2016  
 2nd Reading:

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1682, THE CITY OF RADFORD, VIRGINIA ANNUAL BUDGET FOR THE FISCAL YEAR 2016-2017 AND APPROPRIATE THE SUM OF \$251,233 FOR:

CRISIS INTERVENTION TEAM ASSESSMENT CENTER BUDGET FOR FY 2017

Be it ordained by the Council of the City of Radford, Virginia that Ordinance Number 1682 identifying the revenue and expenditure accounts of the City of Radford contained in the annual budget for the fiscal year 2016-2017 is hereby amended and funds are herewith appropriated or adjusted as presented. Be it furthered ordained that an emergency exists and this Ordinance shall be in full force and effect from the date of its passage.

FUND	DEPARTMENT	CODE	ACCOUNT DESCRIPTION	REVENUES		EXPENDITURES	
				Increase	Decrease	Increase	Decrease
GRANT	VA CAT AID	20124-324505-G2180	VA DEPT OF BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES	\$ 247,011			
GRANT	VA CAT AID	20124-324103-G2180	ASSET FORFEITURE TRANSFER	\$ 4,222			
GRANT	SHERIFF	2012180-401100-G2180	SALARY & WAGES			\$ 154,198	
GRANT	SHERIFF	2012180-401200-G2180	OVERTIME			\$ 2,000	
GRANT	SHERIFF	2012180-402100-G2180	FICA			\$ 11,949	
GRANT	SHERIFF	2012180-402210-G2180	RETIREMENT-VRS			\$ 16,542	
GRANT	SHERIFF	2012180-402300-G2180	HOSPITAL/MEDICAL INSURANCE			\$ 47,278	
GRANT	SHERIFF	2012180-402400-G2180	LIFE INSURANCE			\$ 1,966	
GRANT	SHERIFF	2012180-402410-G2180	VRS-LINE OF DUTY ACT			\$ 2,269	
GRANT	SHERIFF	2012180-402700-G2180	WORKERS' COMPENSATION INSURANCE			\$ 4,202	
GRANT	SHERIFF	2012180-403110-G2180	PAYMENTS FOR MEDICAL SERVICES			\$ 208	
GRANT	SHERIFF	2012180-404500-G2180	RISK MANAGEMENT			\$ 3,124	
GRANT	SHERIFF	2012180-405230-G2180	TELECOMMUNICATIONS			\$ 2,882	
GRANT	SHERIFF	2012180-406011-G2180	UNIFORMS			\$ 1,972	
GRANT	SHERIFF	2012180-406010-G2180	POLICE SUPPLIES			\$ 1,740	
GRANT	SHERIFF	2012180-405541-G2180	CRIMINAL JUSTICE ACADEMY			\$ 375	
GRANT	SHERIFF	2012180-406029-G2180	AMMUNITION SUPPLIES			\$ 510	
			Totals	\$ 251,233	\$ -	\$ 251,233	\$ -

The recorded roll call vote was as follows:

FIRST READING: September 12, 2016  
 VOTE:

Mr. Gropman \_\_\_\_\_  
 Dr. Harshberger \_\_\_\_\_  
 Mr. Marshall \_\_\_\_\_  
 Mr. Turk \_\_\_\_\_  
 Mayor Brown: \_\_\_\_\_

SECOND READING:  
 VOTE:

Mr. Gropman \_\_\_\_\_  
 Dr. Harshberger \_\_\_\_\_  
 Mr. Marshall \_\_\_\_\_  
 Mr. Turk \_\_\_\_\_  
 Mayor Brown: \_\_\_\_\_

MOTION:  
 SECOND:

MOTION:  
 SECOND:

ATTEST:

Jennifer G. Wilder, City Clerk