

**VIRGINIA:** At the organizational meeting of the Smyth County Board of Supervisors held at the County Administration Building on Tuesday, January 9, 2001, at 12:00 Noon.

**PRESENT:** All Board Members.

**STAFF:** Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally Morgan and Jeff Spickard.

The meeting was called to order by the Temporary Chairman, Edwin B. J. Whitmore, III.

Ms. Suzanne Jennings led the invocation and Mr. Donnie Fullen led the Pledge of Allegiance.

The Temporary Chairman opened the floor for nominations of Chairman. Upon motion of Mr. Fullen, seconded by Ms. Neitch, J. S. Staley, Jr. was nominated.

Upon motion of Ms. Jennings, seconded by Mr. Roberts, Tom Bishop was nominated.

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the nominations for Chairman were closed.

Vote for Mr. J. S. Staley, Jr. to be Chairman was as follows:

Yea (Neitch, Fullen, Staley, Widener)

Vote for Tom Bishop to be Chairman was as follows:

Yea (Jennings and Roberts) (Mr. Bishop abstained)

J. S. Staley, Jr. is elected Chairman of the Smyth County Board of Supervisors for calendar year 2001.

The Temporary Chairman turned the meeting over to the Chairman.

The Chairman accepted nominations for Vice Chairman:

Upon motion of Ms. Neitch, seconded by Ms. Widener, Donnie Fullen is nominated.

Upon motion of Mr. Roberts, seconded by Mr. Bishop, Suzanne

Jennings is nominated.

Nominations for Vice Chairman were closed.

Vote for Donnie Fullen as Vice Chairman:

Yea (Neitch, Fullen, Staley, Widener)

Vote for Suzanne Jennings as Vice Chairman: Yea (Roberts, Bishop) (Ms. Jennings abstained)

Donnie Fullen is elected Vice Chairman of the Smyth County Board of Supervisors for calendar year 2001.

Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried, Edwin B. J. Whitmore, III is appointed Clerk of the Smyth County Board of Supervisors.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Smyth County Board of Supervisors sets its meeting date on the second Tuesday of each month except for the month of August 2001, and sets its meeting for Wednesday , August 15th, 2001, because of the Local Government Association meeting, and during the month of November 2001, sets its meeting for Wednesday, November 14th, 2001, because of the Virginia Association of Counties meeting, at 12:00 Noon,

Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the December 12,2000 minutes as presented with the following changes: "Status report on the Harris Lane Water Project stated main line installation had change be to been" "He stated he was more concerned for the safety of people in the change plans to planes" "Bud change Official to Owens"

During Citizens Time Dr. David F. Wilkin, President, Virginia Highlands Community College presented an overview of said college status.

During Citizens Time Tom Mirrors, appeared to discuss a land use application he had filed with the Commissioner of Revenue on his Trout Ponds located in Seven-Mile Ford, Virginia, under the category of Agriculture. The Chairman informed Mr. Mirrors Mr. Richard Walker, Commissioner of the Revenue, needed to make any decisions for Land Use applications.

John Taminger, representing the Friends of Hungry Mother State Park, concerning a grant application for a "Bike Trail" appeared to inform the Board. Smyth County's proportionate share of said grant would be \$32,000 and the Town of Marion's would be \$48,000. Mr. Taminger informed the Board a public hearing on said grant would be held on January 18, 2001, at 7:00 p.m. at the Town of Marion Hall.

Earl McClure appeared during Citizens Time stating he wanted to emphasize the Board should communicate more with the citizens of Smyth County. He discussed the matter with the Board of some school children who could not afford to purchase ice cream being sold by the Schools of Smyth County. He felt ice cream should be provided for all children. He also brought up the matter of Smyth County paying part of the fees for employees to join the Wellness Center. The Chairman informed Mr. McClure no tax dollars were being paid for employees to join the Wellness Center, only an endorsement for said Center was given by the Board.

Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following sums:

General County \$800,000.00

Department of Social Services \$300,000.00

Schools Operations \$2,998,300.23

Textbook 2,500.00

School Debt & Capital Outlay 196,986.92

Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves an additional holiday for Smyth County employees on Friday, January 12, 2001, Lee- Jackson Day.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves the following agreement between the Bank of Marion and the County of Smyth:

## **ACCOUNT AGREEMENT**

### **BETWEEN**

**THE BANK OF MARION**

**AND**

**COUNTY OF SMYTH**

This Agreement, dated as of DECEMBER 15, 2000 is between COUNTY OF SMYTH ("Company") and The Bank of Marion ("Bank").

The Bank of Marion hereby agrees to provide service to COUNTY OF SMYTH in connection with the Company's payroll activities under the terms agreed to in the ACH Agreement between the Bank and COUNTY OF SMYTH.

In return for these services the Company agrees to pay the Bank the following fees. In connection with the Bank's expense involved with the handling of files and transmission of entries to its ACH Operator a fixed fee of NC plus a NC per item fee shall be charged.

The Bank shall periodically review its costs associated with the handling of this account and at its discretion adjust fees to offset any changes in its costs.

In order to eliminate credit risk associated with Direct Deposit, the Company shall be required to have available funds on the account the date of transmission of entries to the ACH Operator ("Federal Reserve Bank").

This Agreement shall remain in effect until termination of the ACH Agreement between the Bank and the Company.

In Witness Whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Company Smyth County Board of Supervisors

By Edwin B. J. Whitmore, III

Name Edwin B. J. Whitmore III

Title County Administrator

Bank The Bank of Marion



By William C. Buchanan Jr.

Name William C. Buchanan Jr.

Title VP

**ACH**

**AGREEMENT**

**ODFI- ORIGINATOR (CORPORATE)**

**(CREDITS)**

This agreement, dated as of December 15, 2000 between the County of Smyth ("Company") and The Bank of Marion ("Bank").

**RECITALS**

A. Company wishes to initiate Credit Entries pursuant to the terms of this agreement and the rules of the National Automated Clearing ;House System, and Bank is willing to act as an Originating Depository Financial Institution with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Bank prepares the Entries.

**AGREEMENT**

1. **TRANSMITTAL OF ENTRIES BY COMPANY.** Company shall transmit [CTX] [CTP] [CCD+ ] and/or Credit Entries to Bank to the locations and in compliance with the formatting and other requirements set forth by the National Automated Clearing House System. The Credit Entries should be delivered to the Originating Depository Financial Institution at **The Bank of Marion, 102 West Main Street (P .0. Box 1067), Marion, V A 24354.**

2. **SECURITY PROCEDURES.** Company and Bank shall comply with the security procedure requirements described in schedule A attached.

3. **PROCESSING. TRANSMITTAL AND SETTLEMENT BY**

## **BANK.**

(a.) Except as provided in Sections 4 and 5, Bank shall (i) process Entries received from Company to conform with the file specifications as set forth in the rules, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank of Richmond (" the ACH Operator") acting as Automated Clearing House processor, and (iii) settle for such Entries as provided in the Rules.

(b.) Bank shall transmit such Entries to the ACH Operator by the deadline of the ACH Operator set forth in Appendix 2 of the ACH Guide To Rules & Regulations [One or two Business days for credits] prior to the Effective Entry Date shown in such Entries, provided (i. ) such Entries are received by Bank's related cut-off time set forth in the appendix of the ACH Guide to Rules and Regulations on a business day (ii. ) the Effective Entry date is at least 2 days after such business day, and (iii.) the ACH Operator is open for business on such business day. For purpose of this agreement, (x) a "business day" is a day on which Bank is open to the public for carrying on substantially all of its business [ other than a Saturday or a Sunday], and (y) Entries shall be deemed receivable by Bank at the location set forth above.

(c.) If any of the requirements of clause (i), (ii), or (iii) of Section 3(b) is not met, Bank shall use reasonable efforts to transmit such entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in the ACH Guide to Rules & Regulations which is a business day and a day on which the ACH Operator is open for business.

4. **ON-US ENTRIES.** Except as provided in Section 5, in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 3 (b ) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next business day following such Effective Entry Date.

5. **REJECTION OF ENTRIES.** Bank shall reject any Entry which does not comply with the requirements of Section 1 or 2, or which contains an Effective Entry Date more than 2 days after the business day such Entry is received by Bank. Bank shall have the right to reject an On-Us entry for any reason for which an Entry may

be returned under the Rules. Bank shall have the right to reject any Entry if Company has failed to comply with its account balance obligations under Section 9. Bank shall notify Company [by phone] of such rejection no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than provided for herein.

**6. CANCELLATION OR AMENDMENT BY COMPANY.**

Company shall have no right to cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting the Receiver's account .provided such request complies with the security procedure set forth in Schedule A for cancellation of Data, but shall have no liability if such cancellation is not effected.

**7. NOTICE OF RETURNED ENTRIES.** Bank shall notify Company by [phone] of the receipt of a returned Entry from the ACH Operator no later than [one business day] after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Bank shall have no obligation to retransmit a returned Agreement with respect to the original Entry.

**8. PAYMENT.** No Charge.

**9. THE ACCOUNT.** Bank may, without prior notice or demand, obtain payment of any amount due and payable it under this Agreement by debiting the account(s) of Company and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Company. Such credit shall be made as of the day of such receipt by the Bank. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Bank may debit any account maintained by Company with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

**10. ACCOUNT RECONCILIATION.** Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Company's periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and Company. Company agrees to notify Bank promptly of any discrepancy between Company's records and the information shown on any periodic statement. If company fails to notify Bank of any such discrepancy within 30 days, of receipt of a periodic statement containing such information, Company agrees that Bank shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If Company fails to notify Bank of any such discrepancy within 30 days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Bank.

**11. COMPANY REPRESENTATIONS AND AGREEMENT; INDEMNITY.** Company represents to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such entry, (b) such authorization is operative at the time of transmittal or crediting by Bank as provided herein, (c) Entries transmitted to bank by Company are limited to those types of Credit Entries set forth in Section 1, (d) Company shall perform its obligations under this agreement in accordance with all applicable laws and regulations, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that it has received notice of that Rule and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

**12. LIABILITY; LIMITATIONS ON LIABILITY; INDEMNITY.**

(a) Bank shall be responsible only for performing the services expressly provided for in this agreement, and shall be liable only for its negligence in performing those services. Bank shall not be responsible for Company's acts or omissions (including without

limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and not such person shall be deemed Bank's agent. Company agrees to indemnify Bank against loss, liability or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in this section 12 (a).

(b) In no event shall Bank be liable for any consequential, special, punitive, or indirect loss or damage which Company may incur or suffer in connection with Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

(c) Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation on its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other u.s. governmental regulatory authority .

(d) Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Company or any other person described in Section 12(a).

### **13. COMPLIANCE WITH SECURITY PROCEDURE.**

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or

authorized by Company, it will be deemed effective at Company's Entry ( or request) and Company shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Company, provided Bank acted in compliance with the security procedure referred to in Schedule A with respect to such entry .If signature comparison is to be used as part of that security procedure, Bank shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries ( or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an "Authorized Representative") and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.

(b) If an Entry (or request for cancellation or amendment of an Entry ) received by Bank was transmitted or authorized by Company, Company shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referred to in Schedule A with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

**14. INCONSISTENCY OF NAME AND ACCOUNT NUMBER**

Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution (or Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to - pay the amount of the Entry to Bank is not excused in such circumstances.

**15. NOTIFICATION OF CHANGES.** Bank shall notify Company of all notifications of changes received by Bank related to Entries transmitted by Company by mail no later than 1 business day after receipt thereof.

**16. PAYMENT FOR SERVICES.** No Charge.

**17. AMENDMENTS.** From time to time Bank may amend any of the terms and conditions contained in this agreement, including without limitation, any cut-off time, any business day, security procedures and any fees related to this account. Such amendments shall become effective upon receipt of notice by company or such

later date as may be stated in bank's notice to Company.

**18. NOTICES, INSTRUCTIONS, ETC.**

(a.) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person, with respect to any matter.

(b.) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Company may add or delete any authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the Bank's receipt thereof.

(c.) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to Bank address to:

**The Bank of Marion**

**Post Office Box 1067**

**Marion, V A 24354**

**Attn.: ACH Coordinator**

and, if to Company, Addressed to:

**County of Smyth**

**121 Bagley Circle Suite 100**

**Marion, V A 24354**

unless another address is submitted by notice delivered or sent ~ provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

**19. DATA RETENTION.** Company shall retain data on file adequate to permit remaking of Entries for 5 business days following

the date of their transmittal by Bank as provided herein, and shall provide such Data to Bank upon its request.

20. **TERMINATION.** Company may terminate this agreement at any time. Such termination shall be effective on the second business day following the Bank's receipt of written notice of such termination or such later date as is specified in the notice. Bank reserves the right to terminate this agreement immediately upon providing written notice of such termination to Company. Any termination of this agreement shall not affect any of Company's obligations arising prior to such termination.

21. **ENTIRE AGREEMENT.** This agreement (including the schedule(s) attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between the Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Company with respect to the subject matter. In the event of any inconsistency between the terms of this agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment.

22. **NON-ASSIGNMENT.** Company may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

23. **BINDING AGREEMENT: BENEFIT.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.

24. **HEADING.** Headings are used for referenced purposes only and shall not be deemed a part of this Agreement.

25. **GOVERNING LAW.** This Agreement shall be construed in



accordance with and governed by the laws of the state of Virginia.

## **SCHEDULE A**

### **ACH SECURITY PROCEDURES**

#### **GENERAL**

The following security procedures are used by The Bank of Marion for the purpose of verifying the authenticity of the source of the ACH items. The Security procedures will not be used to detect an error in the transmission or content of ACH items. The following also includes procedures to be followed by the Bank and Company in regards to Entry delivery and transmittal.

### **ODFI-ACH OPERATOR SECURITY PROCEDURES**

#### **LEVEL ONE SECURITY PROCEDURE**

The Level One Security Procedure is available to any bank that issues or receives ACH items by means of an encrypted dedicated or dial up communications line between its computer and a Reserve Bank's computer utilizing a hardware/software system certified by the Reserve Bank.

The Level One Security Procedure is incorporated in the hardware and software associated with the computer. In general, the procedure includes access controls such as identification codes and confidential passwords that allow a customer to access a Reserve Bank's System, and also encryption of ACH items during the transmission process.

#### **LEVEL TWO SECURITY PROCEDURE**

The Level Two Security Procedure is available to any bank that issues ACH items to a Reserve Bank via magnetic tape, diskette, paper, an unencrypted communications, or by electronic transmission that does not include access controls. It is also used when a bank that normally issues ACH items by means of an encrypted dedicated or dial up communications line using the Level One Security Procedure is unable to do so because of an equipment or communications failure or other circumstances.

In the case of electronic transmission of ACH items, the Level Two Security Procedure is incorporated in the transmission process and, in general, includes either access controls or encryption. When

ACH items are sent by means other than electronic transmission, the Level Two Security Procedure includes a procedure whereby the sending institution or its agent provides file control information, (i.e. file I.D., debit and credit dollar amounts, and entry/addenda count) to a Reserve Bank and then the Reserve bank compares that information against the files it actually receives. The control information may be provided by:

(a) voice response if the voice response system contains an access security feature;

(b) a telephone call using code words;

(c) a transmittal register or a telephone call. When control information is provided by this means, it will be verified by a call back from the Reserve Bank.

## **ODFI-COMP ANY SECURITY PROCEDURES**

The method by which the Bank will verify the authenticity of the source of the ACH items from the Company shall be that of the Level Two Security Procedures. The tape shall be delivered by means which is acceptable to the Bank and Company (i.e. express mail). Accompanying the tape shall be a transmittal which shall include the file ID, the debit/credit dollar amounts and the number of debit and credit entries in the file. An authorized representative from the Company shall sign the transmittal. The Bank shall keep a file of the authorized representatives' signatures and verify transmittal signatures against those on file.

## **CANCELLATION OF DATA**

Once Company Entries have been transmitted by Bank, such Entries cannot be cancelled as referred to in Section 6 of the ACH Agreement. However, Bank shall use reasonable efforts to act on a request by company for cancellation of an Entry prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting the Receiver's account.

The method by which the cancellation request of Entry(s) from Company is verified shall be that of a Level Two Security Procedure. The Company shall notify the Bank in writing prior to the transmittal of the Entry(s). The notification should be signed by an authorized representative of the Company. The bank shall keep a file of the authorized representatives' signatures and verify the signatures

against those on file.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and duly carried, the Board approves the necessary and reasonable expenses of any Board Member or the County Administrator who may desire to attend Legislative Day to be held on February 1, 2001, in Richmond, Virginia.

Vote: 6 Yea

I Absent (Jennings)

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and duly carried, the Board approves a Stop Violence Against Women in Smyth County Grant #O1-E9359V A 00 in the amount of \$23,255 Federal Funds and \$7,738 local funds total award of \$30,993.00.

Vote: 6 Yea

I Absent (Jennings)

Upon motion of Ms. Widener, seconded by Mr. Fullen, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Board of Supervisors of the County of Smyth, Virginia (the "Governing Body") has been asked by the Industrial Development Authority of the City of Harrisonburg, Virginia, (the "Harrisonburg Authority") to concur with a resolution of inducement adopted by the Harrisonburg Authority at its meeting held on December 12, 2000 for the benefit of the Virginia Public Broadcasting Board (the "VPBB") to assist in financing the acquisition of certain equipment for the conversion of Virginia's public television stations to the Federal Communications Commission's new digital standard (the "Project"); and

WHEREAS, Section 15.2-4905 of the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), provides that if a locality has created an industrial development authority, no industrial development authority created by another locality may finance a facility located in the first locality unless the governing body of such first locality concurs with the inducement resolution adopted by such industrial development authority; and

WHEREAS, a portion of the equipment constituting the Project

will be located in the County of Smyth, Virginia and operated by the Virginia public television station or stations serving the Smyth County area and the Governing Body constitutes the highest elected governmental unit of the County of Smyth, Virginia;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SMYTH, VIRGINIA:

1. The Governing Body concurs with the resolution adopted by the Harrisonburg Authority and approves the loan by the Harrisonburg Authority for the benefit of the VPBB, as required by Section 15.2-4905 of the Act.

2. This resolution shall take effect immediately upon its adoption. Adopted by the Board of Supervisors of the County of Smyth, Virginia this 9th day of January, 2001.

Vote: 6 Yea

1 Absent (Jennings)

Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, Fausto E. Obregon, Jr. is reappointed a member of the Smyth-Bland Regional Library for a term of office beginning upon his qualification and expiring 12-31-2001.

Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, Ellen Hull is reappointed a member of the Smyth-Bland Regional Library for a term of office beginning upon her qualification and expiring 12-31-2004.

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, Allison Eller and Sue Dye Tilson each is reappointed a member of the youth Services Advisory Board for a term of office beginning upon their qualification and expiring 12-31-2004.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, the matter of request from Louise Nunley to remove a portion of Route 726 from the Secondary Road System is ordered dropped from the agenda. (Note: During highway time Wade Kirby appeared to strongly object to closing said Route 726 due to a cemetery located off said Route)

The following Board Matters were continued:

1. Emergency Operation Plan for Smyth County. (Personnel Committee)
2. Matter of collection of delinquent real estate taxes.
3. Agreement with Adelphia and Comcast for TV Cable franchises in Smyth County.
4. Petition for sewer services from J. W. Cumbow, Prescotts, and other businesses in the Atkins area. (Water/Sewer Committee)
5. Matter of adoption of a resolution concerning Statewide Mutual Aid for Emergency Management.
6. Matter of Regional Sewer Treatment Plant Inter-Municipal Agreement between Smyth County and the Town of Saltville.
7. Matter of installation of a 6" water line on Rocky Hollow Road.
8. Insurance/Budget Committee recommendation concerning a Wellness Program. (County Attorney)
9. COBRA Service Proposal continued pending County Attorney recommendation on indemnification clause.

David Rutherford, representing the Rye Valley Water Authority, appeared to request any assistance/suggestions from the Board they could give concerning sources of funding for repairs/replacements needed by the Authority's water system. Following discussion, upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, this matter is continued.

Upon motion of Mr. Fullen, seconded by Mr. Bishop, and unanimously carried, the Board approves payment in the amount of \$10,000 to be taken from the Contingency Fund for equipment payment to the BB& T Bank in Chilhowie, Virginia, on behalf of the Chilhowie Rescue Squad.

Upon motion of Mr. Fullen, seconded by Mr. Roberts, and unanimously carried, the County Administrator is directed to draft a resolution on behalf of the Board for Ms. Patsy Waddle concerning her Farm Award.

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the County Administrator is authorized to write a check in the amount of \$106,950.20 to King Ford, Chrysler for five

new police cars at the time of their arrival.

M. Richard Walker, Commissioner of the Revenue, and Bob Dix, representing the Smyth Wythe Airport Commission, appeared to request the Board consider establishing a new category for taxing airplanes in Smyth County. Following discussion, the Chairman referred this matter to the Budget Committee for study and recommendation.

Candy Snodgrass, informed the Board about a contract with Trigon Blue Cross Blue Shield for medical insurance on jail inmates. The County Attorney informed Ms. Snodgrass, the contract needed to be made with the Sheriff of Smyth County. Following discussion, this matter was referred to the County Administrator and Sheriff R.. David Bradley.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following Memorandum of Understanding between Mount Rogers Planning District Commission and the Smyth County Board of Supervisors:

WHEREAS, the Smyth County Board of Supervisors, in partnership with the Washington County, and the Towns of Chilhowie and Glade Spring, has requested and received the designation of a Regional Enterprise Zone (EZ) by the Governor of Virginia, currently consisting of one main zone and one satellite zone; and

WHEREAS, the Smyth County Board of Supervisors must designate the Zone Administrator to be responsible for specific administrative duties related to the Enterprise Zone; and

WHEREAS, the Mount Rogers Planning District Commission can provide administrative services to local units of government and to their agencies; and

NOW, THEREFORE, the Mount Rogers Planning District Commission (MRPDC) AND THE Smyth County Board of Supervisors hereto do mutually agree as follows:

The MRPDC shall provide administrative services to the Smyth County Board of supervisors for its general administrative functions for the Enterprise Zone for the twelve months without compensation. The duration of this Memorandum of Understanding shall expire on December 31, 2001. The administrative services provided by the

MRPDC shall include the following:

Service as the EZ Administrator.

Prepare EZ survey of existing business conditions.

Prepare a list of surplus public land.

Prepare local job grant certifications.

Prepare the EZ annual report for 2000.

Develop a listing of all businesses within the EX.

Provide instruction manuals and application forms to businesses.

Receiving all correspondence.

Maintaining an EZ file for all documents.

Report to the County Administrator and Planner as requested.

Monitor local goals, objectives, strategies, and actions.

Assist with informational workshops regarding the EZ incentives.

This Memorandum of Understanding may be amended from time to time by written authorization of the PDC and the Smyth County Administrator and shall be subject to renegotiations if such amendment results in a change in the scope of services. Witness the following signatures and seals as of the date first above written:

SMYTH COUNTY BOARD OF SUPERVISORS

BY Edwin B. I. Whitnore, III County Administrator

MOUNT ROGERS PLANNING DISTRICT COMMISSION BY  
Thomas G. Taylor, Executive Director

A status report was given by Ms. Morgan on the Allison Gap Sewer Project.

Corbin Stone, Robinson Farmer Cox Associates, appeared to present the Board and answer questions concerning Smyth County's 1999 -2000 audit.

The Solid Waste Committee informed the Board only one bid had been received in the amount of \$114, 587.00 for an IT28 Loader.

Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the following warrant listing:



VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Administration Building on Tuesday, February 13, 2001, at 12:00 Noon.

PRESENT: All Board Members save Mr. Roberts. (Mr. Roberts arrived at 1:00 p.m.)

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John Rife; Jeff Spickard.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Mr. Donnie Fullen led the Pledge of Allegiance.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board approves the January 9th, 2001 minutes as presented with the following changes. . . vote for Tom Bishop Chairman change Yea vote from (Jennings and Fullen) to (Jennings and Roberts). . . Board of Supervisors sets its meeting date on the change seconded to second. . . Upon motion of Mr. Fullen, seconded by Mr. change to Ms. Neitch. . . provides that it change to if a locality has created an industrial development authority. . . Harrisburg change to Harrisonburg.

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Rev. Ron Whitener appeared during citizen's time to request the use of the Courthouse Lawn for the National Day of Prayer to be held on May 3rd, 2001. Following discussion, upon motion of Ms. Widener, seconded by Mr. Fullen and unanimously carried, the Board approves the aforestated request.

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Ernie Phillips appeared on behalf of Rev. Charles Herrell, Chilhowie Baptist Church, during citizens time to request use of the county property next to the church for May 11th-20th and June 18th-24th to erect a tent for special meetings. Following discussion, upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, the Board approves the aforestated request. Mr. Phillips presented a certificate of insurance naming the Smyth County Board of Supervisors as an additional insurer later in the day to the County Administrator.

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Juanita Wells, New River-Highlands Resource Conservation and Development, presented a status report on the Upper Tennessee River Watershed Strategic Plan during citizens time.

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Kim Collins, representing Smyth County News, appeared during citizen's time to request the Board take an ad in the Smyth County News for a special edition. Cost for 1/2 a page with blue color would be \$795. Following discussion, upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the aforestated request is referred to the Budget Committee, with power to act.

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Lee Anne Prescott, representing the Lincoln Theatre, Inc., appeared to request the following for fiscal year 2001 -2002 budget. ...\$15,000 Operating Expenses; \$5,000 Matching Funds for Art Grant; \$2,500 Matching Funds for Local

Government Challenge Grant; \$25,000 Construction Funds plus Real Estate Tax abatement. . . Total \$47,500. The Chairman referred the aforestated request to the Budget Committee for study and recommendation.

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Fausto Obregon, appeared during citizens time to discuss the racquetball courts door opening hardware at the Smyth County Wellness Center. He stated he would not be in town for the hearing that was set for February 15th before the Board of Appeals.

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J.S. Staley, Chairman, made presentation of the following resolution honoring Mrs. Patsy Waddle Farm Woman of the Year 2001, to Mrs. Waddle.

WHEREAS, Mrs. Patsy Waddle has been actively involved in farming in Smyth County for thirty-five (35) years; and

WHEREAS, Patsy Waddle has overseen her family's dairy operation, been responsible for the farm's record keeping, helped with the other farm operations, including small cattle, and supervising farm employees; and

WHEREAS, in addition to long hours spent on farm work, Patsy Waddle has been actively involved in her community, including working with the Rich Valley Fair, the 4-H program, the Smyth County Farm Bureau, helping elderly citizens in the community, and teaching Sunday School at her church.

THEREFORE, BE IT RESOLVED, that the Smyth County Board of Supervisors congratulates Mrs. Patsy Waddle on her achievement as Virginia Farm Bureau Federation "Farm Woman of the Year" for 2001, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors honors Mrs. Patsy Waddle for her hard work and commitment to farming in Smyth County, and to her involvement and contributions to her community.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen; and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following sums:

General County \$1,000,000.00

Department of Social Services \$ 300,000.00

Schools Operations \$2,930,551.37

Textbook \$ 850.00

School Debt & Capital Outlay \$ 293,052.63

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the request of Ken Heath, Executive Director, Marion Downtown Revitalization Association, to use the Courthouse lawn, electricity for the "Lunchtime on the Lawn" concert series during June and August. Also the Board approves use of the Courthouse lawn during July for the overflow artists in the Hungry Mother Arts & Crafts festival in July.

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the Board approves the Sheriff's Department contract for a Jail Nurse effective January 18th, 2001 with Wanda Wright as follows:

THIS AGREEMENT made and entered into this the 18th day of January, 2001, by and between R. David Bradley, Sheriff of Smyth County, hereinafter referred to as Sheriff, party of the first part, and Wanda Wright, hereinafter referred to as Nurse, party of the second part.

WITNESSETH:

The said Sheriff does herewith employ the Nurse, on a part-time basis to provide certain services, care and treatment to inmates of the Smyth County Jail on the following schedule of services:

The Nurse Agrees To:

1. Phone the Jail Staff or come to the Jail at a designated time each day to ascertain if any inmate is in need of medical treatment, Doctor's appointments, or has prescription medication that needs to be approved.
2. Work under the direction and supervision of Dr. Robert L. Hale to alleviate unnecessary office visits and emergency room visits.
3. Provide first aid for minor injuries.
4. Provide medications as prescribed by a Doctor or on direction of Dr. Hale which includes taking prescriptions to the Food City Pharmacy to be filled. (Note: Food City Pharmacy delivers medicines during office hours.)
5. Male and Female Jailers will assist Nurse with all inmates.
6. Arrange Doctor's appointments when necessary and advise the Jail staff of the date and time of appointments so transportation will be scheduled in advance.

7. Follow-Up visits whenever the Doctor deems necessary.
8. I, the Jail Nurse, will be responsible for any training that is needed for Jail Staff pertaining to their duties on medical care for inmates.
9. Conduct side cell interviews on inmates in isolation every fourteen days.
10. Provide pre-packaged prescription medication and over-the-counter medication that is given regularly to be dispensed by Jail staff to inmates.
11. I, the Jail Nurse, will provide services from this date until December 31, 2003.
12. Keep emergency supplies and equipment up-dated.

The Nurse covenants that she is a licensed registered nurse, license number 0001103057, expiration date of 9/30/2001, duly issued by the Commonwealth of Virginia.

It is understood and agreed that the Nurse is an independent contractor and provides these services as a registered Professional Nurse and that the payment hereinafter specified shall be made to the Nurse as an independent contractor and that no deductions shall be made therefrom for State or Federal Withholding Taxes, Social Security, Disability or Workman's Compensation.

The Sheriff Agrees that the Nurse, as a licensed registered Nurse, shall use her own professional judgement in her activities and treatment and/or services to the prisoners of the Smyth County Jail, and that the Sheriff will make no demand

upon the Nurse in conflict with any rules or regulations which shall apply to her by the laws of the Commonwealth of Virginia or any other licensing authority. The Nurse shall at all times be free to exercise her independent professional judgement in the treatment, handling and care of prisoners.

The Sheriff agrees to provide law enforcement liability coverage for the Nurse under the blanket policy issued to the Smyth County Jailor through the policy of the Smyth County Board of Supervisors. It is understood that any negligence for professional services not covered thereby, shall be the responsibility of the Nurse except as they are covered by the policy issued to the Smyth County Board of Supervisors. The Nurse has made such investigation, as she deems necessary to determine her coverage thereunder.

It is understood between the Sheriff and the Nurse that in all respects the Nurse shall be considered an independent contractor, and that the Sheriff shall exercise no control over the professional duties of the Nurse that will create the appearance of an employer/employee or master/servant relationship.

The Nurse does herewith represent unto the Sheriff that she has the requisite professional training and experience to perform the services herein.

Compensation. The Sheriff agrees to pay unto the Nurse the sum of \$500 per month for performance of the duties mentioned herein, which said sum shall be payable on or before the 15th day of the month following the month in which services are rendered. Said payment will be made directly by the Smyth County Board of Supervisors upon warrants or certification by the Sheriff to the Board of Supervisors.

Sheriff may terminate this contract upon ten-(10)days written notice in his discretion or upon the failure of funding by the Smyth County Board of Supervisors in their discretion.

Witnesseth the following signatures and seals:

\_\_\_\_\_

R David Bradley, Sheriff

\_\_\_\_\_ Wanda Wright, RN

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board accepts the award of \$2,244 federal funds, \$249 local funds total grant \$2,493 for #01-D1176L099 from the Department of Criminal Justice Services. The Smyth County Sheriff's Department will provide the \$249 local match. Grant to be used for Alco-Sensors.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board referred the request from Monnie Richardson, Parent and Member of the Sugar Grove Combined School and Community Playground Committee, for any possible assistance toward the cost of a planned walking/hiking track to the Budget Committee for study and recommendation.

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Upon motion of Ms. Jennings, seconded by Mr. Roberts, and unanimously carried, the Board approves the following budget amendment for the Smyth County Youth Office concerning a COLA of \$764.00. In order to keep this COLA in the



amount of \$1528 for both third and fourth quarters, the county's 25% match budget increase would be \$509.34. This amount will be used as an in-kind match for administrative assistance rather than cash. Additional state funds would be used to send court involved children to camp, help support Operation Graduation, etc.

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Upon motion of Ms. Neitch, seconded by Ms. Widener, and unanimously carried, the matter of request from M. Richard Walker, Commissioner of the Revenue, for Personal Property Tax refund in the amount of \$60.82 to Stephen F. Grayson is continued.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following Emergency Operation Plan for Smyth County:

(Reference: See County Administrator's Office for full copy of text)

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The following Board Matters were continued:

1. Appointments YOUTH SERVICES ADVISORY BOARD Royal Oak -Kelly Owens  
Park -Nina Crabtree Northfork -Chris Snider Member At Large -Scott Plummer

SMYTH COUNTY DEPARTMENT OF SOCIAL SERVICES Fred Conner, Jr. (March 2001)

2. Matter of collection of delinquent real estate taxes.

3. Agreement with Adelphia and Comcast for TV Cable franchises in Smyth County.

4. Petition for sewer services from J.W. Cumbow and other businesses in the Atkins area.  
(Water/Sewer Committee)

5. Matter of adoption of a resolution concerning Statewide Mutual Aid for Emergency Management.
6. Matter of Regional Sewer Treatment Plant Inter-Municipal Agreement between Smyth County and the Town of Saltville.
7. Matter of installation of a 6" water line on Rocky Hollow Road.
8. Insurance/Budget Committee recommendation concerning a Wellness Program.  
(County Attorney)
9. COBRA Service Proposal continued pending County Attorney recommendation on indemnification clause.

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M. Richard Walker , Commissioner of the Revenue, appeared during citizen's time to request the Board purchase a personal computer for his office to access records in the Clerk's office on deeds. Estimated cost for personal computer is \$4,800, no maintenance agreement would be necessary.

Following discussion, upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board refers the aforesated request to the Budget Committee for study and recommendation.

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Ms. Louise Nunley, requested abandonment of the last 900 feet of Route 726 (Stillhouse Hollow Road). Mr. Wade Kirby appeared to oppose closing of said road. Mr .Edgar Haga also appeared to oppose closing of said road.

Following discussion, upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, said request for a public hearing to be set on closing of said Route 726 is denied.

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, the matter of John R. Overbay for the discontinuance of maintenance on Route 649 bridge to be reinstated is continued for the Department, of Transportation to bring back further information.

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Revenue Sharing Program through the Virginia Department of Transportation was discussed. Supervisors were requested to bring list of any projects they may want to be considered for said program to the March Board of Supervisors meeting.

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Roy F. Evans, Jr., Commonwealth Attorney, Jim Preas, Assistant Commonwealth Attorney, and Herbert Clay, Attorney, appeared to express their concerns in reference to court appointed cases and express their opposition to the concept of a Regional Jail.

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Pursuant to notice published in a local newspaper, the Board proceeded to conduct a public hearing to solicit public input on local community development and housing needs in relationship to the Community Development Block Grant (CDBG) funding for this year.

Three (3) citizens were present.

David Rutherford spoke for the Rye Valley Water Authority in reference to the County considering a grant for said Authority to upgrade their water system.

The Chairman declared the public hearing closed.

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The Chairman continued the matter of Allison Gap Sewer Project Inter-Municipal Agreement.

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Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, the Board adopts the following Loan Resolution on the South Fork Water Project:

#### LOAN RESOLUTION

A RESOLUTION OF THE Smyth County Board of Supervisors authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its South Fork Water Project facility to serve an area lawfully within its jurisdiction to serve.

WHEREAS, it is necessary for the Smyth County Board of Supervisors (herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Five Hundred thousand dollars (\$500,000) pursuant to the provisions of Title 15.2 Code of Virginia, as amended; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et. seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser of such bonds is found by the Association:

NOW, THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by Section 333 (c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.

5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it.

Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.

6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.

7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.

8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses, which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.
11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so

that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established, disbursements from that account (s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA 's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services, which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed \$500,000 under the terms offered by the Government; that the Smyth County Board of Supervisors and County Administrator of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written



instruments as may be required in regard to or as evidence of such grant;  
and to operate the facility under the terms offered in said grant  
agreement(s).

The provisions hereof and the provisions of all instruments incident to the  
making or the insuring of the loan, unless otherwise specifically provided by  
the terms of such instrument, shall be binding upon the Association as long as  
the bonds are held or insured by the Government or assignee. The provisions of  
section 6 through 17 hereof may be provided for in more specific detail in the  
bond resolution or ordinance; to the extent that the provisions contained in  
such bond resolution or ordinance should be found to be inconsistent with the  
provisions hereof, these provisions shall be construed as controlling  
between the Association and the Government or assignee.

BY \_\_\_\_\_

J. S. STALEY, CHAIRMAN

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Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously  
carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the  
following Water and Waste System Grant Agreement on South Fork Water Project:  
THIS AGREEMENT dated February 13, 2001, between Smyth County Board of  
Supervisors a public corporation organized and operating under Title 15.2 Code  
of Virginia, as amended herein called "Grantee," and the United States of  
America acting through the Rural Utilities Services, Department of Agriculture,  
herein called "Grantor,"

WITNESSETH:

WHEREAS, Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$1,090,000 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$500,000 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$500,000 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum no to exceed \$590,000 or 54.13 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205 (b), which hereby are incorporated into this agreement by reference, and such other statutory

provisions as are specifically set forth herein.

NOW, THEREFORE, in consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 54.13 percent of the Project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

- A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor;
- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated February 13, 2001, as

may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory .

- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance emergency repair reserves, obsolescence reserves, and debt service and debt service reserves.
- F. Expand its system from time to time to meet reasonably anticipated growth or services requirements in the area within its jurisdiction.
- G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- H. To execute any agreements required by Grantor, which Grantee is legally, authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.
- I. Upon any default under its representations or agreements set forth in This instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 per centum per annum from the date of the default. Default by the Grantee will

constitute termination of the grant thereby causing cancellation of Federal assistance under the grant.

The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other

Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property .

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return. (Revision 1,4/17/1998)

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property.

All real property described in the attached Exhibit A.

L. Abide by the following conditions pertaining to equipment, which is

furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. (Revision 1..4/17/1998)

1. Use of Equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its own Federally sponsored activities, if any, in the following order of priority:

- (1) Activities sponsored by the Grantor.
- (2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used

for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original" . Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following



procedures shall govern:

- (1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying the sales proceeds the percentage of Federal participation in the cost of the original project or program.  
  
However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.
- (2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.
- (3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

- (a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment;

percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment, which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment.**

Any equipment associated with the real property described in the attached Exhibit A.

M. Provide Financial Management systems, which will include:

1. Accurate, current, and complete disclosure of the financial results

of each grant. Financial reporting will be on an accrual basis.

2. Records, which identify adequately the source and application of .

funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds,

property and other assets. Grantees shall adequately safeguard all assets and shall assure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and

all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved.

Microfilm or photocopies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need

for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentalities of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland " Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act(42 U.S.C.§7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and

information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued hereunder after the award of the contract. In so doing the Contractor further agrees: (Revision 1, 11/20/1997)

1. As a condition for the award of contract, to notify the Owner of the receipt of any communications from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award. (Revision 1, 11/20/1997)
3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions. .

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant,

agreement, contract, sub grant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

- A. Will make available to Grantee for the purpose of this Agreement not to exceed \$590,000 which it will advance to Grantee to meet not to exceed 54.13 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.
- B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.
- C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purpose of the grant and the limitations of the statutory

purpose of the grant and the limitations of the statutory authority under which it is made.

#### Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph 1 above for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose.

Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of this project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presences to be executed by its duly authorized Chairman and Clerk of the Smyth County Board of Supervisors. Attested and its corporate seal affixed by its duly authorized Clerk of the Smyth County Board of Supervisors.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves the following Right-Of-Way Certificate:

The undersigned County of Smyth, Virginia, hereby certifies except as noted in item 4 below:

1. That the undersigned has acquired and presently holds continuous and adequate right-of-way on private lands needed for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or issued by, and/or a grant from, United States Department of Agriculture and such omissions,

defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the facilities.

2. That the undersigned has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached "Right-of-way Map" shows the location and description of all land and rights-of-way acquired by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

4. Exceptions:

Several signatures are outstanding and will be complete prior to closing. Title examination indicate no encumbrances which will prohibit construction of this project.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board adopts the following Code of Conduct:

This written code of conduct will govern the performance of all officers, employees or agents engaged in the award and administration of contracts supported by Rural Development funds. No employee, officer, or agent of the Smyth County Board of Supervisors shall participate in the selection, award or administration of a contract supported by Rural Development funds if a conflict



of interest, real or apparent, would be involved. None of the above mentioned officers, employees or agents may accept anything of monetary value from contractors, potential contractors or parties for sub-agreements. Violation of this code shall result in penalties, sanctions, and other disciplinary actions as permitted by state and local laws and regulations.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the following Audit Agreement for Water & Waste:

This confirms that the accounts and records of Smyth County have been established in accordance with the requirements of their Loan Agreement, Loan Ordinance or Loan Resolution, whichever is applicable. Also, I will meet the requirements of the State Corporation Commission, if applicable, within twenty (20) days from the notice to do so. This Audit Agreement certifies that the year-end audit will be performed in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States in 1994 Revision and any subsequent revisions. The audit shall comply with requirements of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, or Rural Utilities Service Water Programs Audit Guide and Compliance Supplement (RUS Bulletin 1780-30 dated June 1998 and RUS Bulletin 1780-31 dated September 14, 1999) and any subsequent revisions.

Corbin Stone for Robinson, Farmer, Cox Associates

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Buford Cregger acquired property on West Chilhowie Street and is interested in receiving sewer service. Mr. Cregger was informed of the county policy for development cost of water and sewer line extension to be paid by the developer. The extension would be approximately 200 feet at approximate cost of \$5,000.00.

Following discussion, upon motion of Ms. Jennings, and unanimously carried, the County Engineer is directed to send Mr. Buford Cregger a letter informing him of the county policy and this matter is ordered dropped from the agenda.

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Status reports were given on the following projects:

1. Kiawana Road Water Project.
2. Smyth County Jail Roof Project.
3. Smyth County Courthouse Commonwealth Attorney's Office project.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board agreed to enter into executive session to discuss real property acquisitions regarding water projects as outlined in Section 2.1-344 (A) (3) of the Code of Virginia, as amended.

The Chairman declared the executive session ended.

Vote: 7 Yea

O Nay

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Upon motion of Mr. Roberts, seconded by Ms. Neitch, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the

following resolution:

WHEREAS, the Smyth County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, 2.1-344.1 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such executive meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certified that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 7 Yea

O Nay

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, Sally Morgan is authorized to prepare and submit an application to the Department of Housing & Community Development for a Planning Grant in the Groseclose Area for a water/sewer study.

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The Water & Sewer Committee informed the Board about a situation at the

Smyth County Jail concerning jail sewer. The Town of Marion proposed to install the manhole at the southwest corner of the building near the gas pump and the County pays for the materials. The manhole would be comprised of a small pre-cast ring, made of bricks or with prefabricated metal. A bar-screen would be placed inside the manhole designed to the County's specifications and approved by the Town. The County's specifications would deal with the width of the screen mesh in allowing for organic materials to pass through, but blocking other large materials, and for a design of overflows flowing above the screen but within the manhole. The County would check and clean the manhole on an as-needed basis using whatever manpower it deems appropriate.

Following discussion, upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the above stated request is referred to the Budget Committee, with power to act.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves Grant #11-10-2000-9-30-2001 from the Department of Motor Vehicles Community Traffic Safety Program in the amount of 1,526.00 (Department of Motor Vehicles \$1500 Sheriffs Department \$26.00) for two moving radar units.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the sum of \$ 6,619.10 for radio equipment.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the Board adopts the following resolution:

WHEREAS, the standards for planning, design, construction and reimbursement of local correctional facilities, effective July 1, 1994, resolution to be submitted to the Board of Correction requesting reimbursement for eligible project costs; and

WHEREAS, the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, Wise and the City of Norton, which comprise the Southwest Virginia Regional Jail Task Force, have submitted a community based correction plan to the Virginia Department of Corrections (VDOC) for a regional jail system, as required by the standards, and have also submitted the required planning study to VDOC detailing the financial and operational responsibilities among the participating localities; and

WHEREAS, the participating localities are eligible for reimbursement of eligible project costs pursuant to Section 53.1-82 of the Code of Virginia (1950), as amended.

NOW, THEREFORE, BE IT RESOLVED by the County of Smyth that formal request is hereby made to VDOC for the reimbursement of 50% of all eligible project costs relative to the construction of a regional jail system serving the localities as identified in the community based corrections plan and the planning study to be submitted to the Board of Corrections pursuant to Section 53.1-82 of the Code of Virginia (1950), as amended.

Vote: 6 Yea

1 Nay (Neitch)

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Upon motion of Ms. Neitch, seconded by Mr. Roberts, and duly carried, the Board approves the sum of \$2,500 offer to Mr. & Mrs. Ralph Rotenberry for a tank site on the Southfork Water Project.

Vote: 6 Yea

1 Absent (Bishop)

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Upon motion of Ms. Neitch, seconded by Ms. Jennings, and duly carried, the Board approves the Chairman signing an easement on behalf of the County for the Southfork Water Project prior to Mr. William Cregger signing said easement.

Vote: 6 Yea

1 Absent (Bishop)

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board approves the County Engineer getting two appraisals on the Jack D. Billings, Sr. property on the Hutton Branch Water Project for a tank site, and John Rife, Water County Attorney is instructed to proceed with condemnation of said property.

Vote: 6 Yea

1 Absent (Bishop)

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and duly carried, John

Rife, Water County Attorney, is directed to proceed with condemnation of the Alvin Jones water line easement on the Hutton Branch Water Project.

Vote: 6 Yea

1 Absent (Bishop)

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following sums from the appropriate fund account:

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors  
held at the County Administration Building on Tuesday, March 13, 2001,  
at 12:00 Noon.

PRESENT: All Board Members save Mr. Fullen.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Jeff  
Spickard and Sally Morgan.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Ms. Sheila Widener led the Pledge of  
Allegiance.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the Board  
approves the February 13, 2001 minutes as presented with the following  
changes....separate the word Farm Women....."Courthouse lawn during July for the  
overflow artist ..change to artists"...."Mr. Bishop informed the Board...change to  
Water/Sewer Committee informed the Board"... "Section 333 © change to Section 333  
(C) and (7 U.S.C. 1983 © change to 7 U.S.C 1983 (C)).

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During citizen's time Dr. Ann E. Alexander, President, Wytheville Community College  
appeared to introduce herself to the Board.

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Judy Taminger, appeared during citizen's time to request the Board remember the  
SCALE Program in the upcoming fiscal year. She announced her retirement effective  
July 31, 2001.

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Lee Ann Prescott, appeared during citizen's time to request the Board apply for \$2,500 in  
state funding through the Local Government Challenge Grant and approve a local match  
of \$2,500 for fiscal year 2001 - 2002.



Following discussion, upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Board supports submission of the grant and intent upon funding from said State.

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Gene Groseclose, Fire Chief, Chilhowie Fire Department, appeared during citizen's time to request the Board's commitment to begin transporting patients, rather than just being a First Responder. Commitment is currently being sought from Dr. James E. Patterson to serve as the OMD for the Chilhowie Fire Department in their proposed service area.

Following discussion, upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, said commitment is granted pursuant to Section 15.2-955, contingent upon having an OMD for the department.

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John Taminger, appeared during citizen's time to request the Board consider an ordinance concerning dumping trash along road right-of-ways.

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Bill Meek appeared during citizen's time to request water service from Sugar Grove to the Adwolfe area. Approximately eighty-two families live in the area. Tom Edwards who owned the old Teas spring was present. Rick Shuler also was present who was interested in building a Christian retreat in the area.

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Diane Spence, Data Processing Manager, informed the Board about new data changes and explained the use of their laptop for the Board Meeting.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, BE IT RESOLVED that the Board approves the following appropriations:

General County \$800,000.00

Department of Social Services \$325,000.00

Schools

Operations \$2,974,472.51

School Debt & Capital Outlay 271,689.60

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the matter of request of how to divide the Two-for-Life funds in the amount of \$13,720 is referred to the Budget Committee for study and recommendation.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the Board approves the request of SWIFA for \$30,000 for plans at the Glade Highlands Regional Industrial Park.

Vote: 5 Yea

1 Nay (Neitch)

1 Absent (Fullen)

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the matter of R. David Bradley, Sheriff for continuation of the three (3) positions under the COPS Universal Hiring Grant, that will no longer be funded effective July 1, 2001 is referred to the Budget Committee for study and recommendation.

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The following citizens were appointed or reappointed to the Area Beautification Committee for the Smyth County Chamber of Commerce by the Smyth County Board of Supervisors:

Atkins District Ruth Hartsock

Chilhowie District Sandy Davenport

Royal Oak District Gaye Hart

Rye Valley District Monnie Richardson

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the Board approves submission of the School Resource Manager's Grant #01-D9354JJ00 Title II Juvenile Justice & Delinquency Prevention Act in the amount of \$13,750.00. No local match is required according to Ms. Norma Teaters, Director, Smyth County Youth Office.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and duly carried, the Board adopts the following Regional Sewer Treatment Plant Inter-Municipal Agreement between Smyth County and the Town of Saltville:

REGIONAL SEWER TREATMENT PLANT INTER-MUNICIPAL AGREEMENT

SALTVILLE/SMYTH COUNTY

THIS AGREEMENT is made and entered into as of the 13 day of March, 2001

by and between THE TOWN OF SALTVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter called "Town", and THE SMYTH COUNTY BOARD OF SUPERVISORS, a municipal corporation of the Commonwealth of Virginia, hereinafter called "County".

WITNESSETH:

WHEREAS, the parties hereto agree that the health and safety of the residents within the Service Area, hereinafter defined, require that the rivers and streams of the Service Area be clean and free from obnoxious domestic, commercial and industrial waste, and that the

citizens thereof be provided with safe and reliable wastewater treatment; and

WHEREAS, the parties hereto are in agreement that the above

mentioned needs can be best met by a regional wastewater treatment facility to serve the Service Area; and

WHEREAS, the Town desires to replace a portion of the McHenry's Creek Sewer Interceptor to reduce Infiltration and Inflow; and

WHEREAS, the County, a political subdivision of the Commonwealth of Virginia, desires to develop and operate sewage collection systems serving users in areas of Smyth County including the Allison Gap area; and

WHEREAS, the Town owns and operates a water supply distribution system which serves, among others, those customers located in the sewer service area for the county (hereinafter "customers"); and

WHEREAS, Virginia Code Section 15.2-5138, empowers sewage collection providers to cut off water service to customers in order

to enforce non-payment of bills for sewage collection; and

WHEREAS, the Town of Saltville, with the approval of the parties hereto, has been designated by the Virginia State Water Control Board and the United States Environmental Protection Agency as the agent for the Service Area; and

WHEREAS, the Town of Saltville will contract with an engineering firm to prepare the engineering plans and specifications for a regional wastewater treatment facility (the "Regional Facility" as defined herein) with a capacity of 0.75 million gallons per day, such capacity having been determined to be adequate to treat the wastewater expected from the Service Area for a 40 year period; and

WHEREAS, the parties desire that the Town receive their normal domestic, commercial and industrial wastewater, hereinafter defined, originating within their jurisdiction in the Service Area and treat such wastewater at the Regional Facility; and

WHEREAS, it is the intention of the parties hereto that the capacity of the Regional Facility be allocated among the parties for their respective service areas within the Service Area in a fair and equitable manner consistent with the present and anticipated future needs of the Service Area and that the widest degree of flexibility in future allocations be available to that end; and

WHEREAS, the parties hereto desire to enter into this agreement for the purpose of establishing an equitable basis for sharing the costs of constructing and operating the Regional Facility and recognize that this agreement will be used by the Town to facilitate obtaining interim and permanent financing of a portion of the costs of such construction.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

## ARTICLE I

### DEFINITIONS AND WARRANTIES

Section 1.1. Definitions. The following terms as used in this Agreement shall have the following meanings:

1) "Act" shall mean the Virginia Water and Waste Authorities

Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended).

2) "Bonds" shall mean General Obligation bonds issued by the

Town of Saltville and or the County of Smyth to obtain funds which, together with other available funds shall be used to pay the cost of constructing the Regional Facility and shall include any notes or other obligations issued for such purpose.

3) "Collection Facilities" shall mean any facilities of either party to be used in connection with collecting and delivering wastewater to the Town of Saltville or the Regional Facility at Points of Delivery, including, but not limited to, collector and interceptor lines, pump stations and force mains, but shall not include any part of the Regional Facility.

4) "Cost", when used with respect to the Regional Facility, shall have the meaning specified in Sections 15.2-5101 of the Act, but shall not include the cost of any Collection Facilities.

5) "Debt Retirement Costs" shall mean the principal of and premium, if any, and interest on bonds and reserves therefore.

6) "DEQ" shall mean the Virginia Department of Environmental

Quality or any agency of the Commonwealth of Virginia that may succeed to its duties.

7) "EPA" shall mean the United States Environmental Protection Agency or any agency of the United States of America, which may succeed to its duties.

8) "Existing Collector Lines" shall mean all sewer lines

owned by the Town and in use prior to January 1, 1999.

9) "Facility" shall mean the Saltville/Smyth County Wastewater Treatment Facility to be located on the existing site, the out fall line from the wastewater treatment plant to the Holston River and all associated metering and telemetering equipment.

10) "McHenry's Creek Sewer Interceptor Line" shall mean the

existing sewer line owned by the Town as defined in the

Preliminary Engineering Report titled (Allison Gap/Town

of Saltville Wastewater Improvements) dated September 16,

1998 and prepared by Anderson and Associates of Blacksburg, Virginia.

11) "Monthly User Charge" shall mean the charge payable by

the Participants as determined in accordance with Section 6.1.

12) "Operation and Maintenance Costs" shall mean the sum of

the expenses for the operation of the Regional Facility,

reserve for replacement and improvements to the Regional

Facility and the amount of any operation area maintenance

costs overruns for the previous year, less any revenue

derived from the sale of Wastewater or products derived

from the treatment of Wastewater.

13) "Participants" shall mean the Town of Saltville and the

County.

14) "Plant" shall mean that part of the Regional Facility

used for the direct treatment of Wastewater, and shall

not include any associated land.

15) "Points of Delivery" shall mean those points for the delivery of Wastewater to the Regional Facility, or to the collector lines of the Town for transmission to the Regional Facility, as may be agreed upon from time to time by the parties.

16) "Service Area" shall mean the areas where the Participant shall have right to provide service for the:

A. Town of Saltville--area bounded by the corporate limits and the present sewer customers outside the corporate limits as of the date of this agreement; and

B. Smyth County--all remaining areas not served by the Town of Saltville.

17) "Wastewater" shall mean sewage, effluent, or discharge from the residential, commercial and industrial customers of the parties, which meet the requirements of any applicable Federal and/or State regulations and the sewer and/or wastewater ordinances of the Town or Smyth County, Virginia.

Section 1.2. Representations and Warranties. Each of the parties represents and warrants that it has full power and authority to enter into and perform this Agreement.

## ARTICLE II

### PARTICIPANTS' COLLECTION FACILITIES

Section 2.1. Collection Facilities Generally. The parties

hereto recognize that the Regional Facility can be operated only in connection with Collection Facilities provided by

the Participants. The Collection Facilities of each party shall remain the responsibility of that party.

Section 2.2 Transmission in Town Collection Lines. As of the

date of this Agreement, no Wastewater Collection Facilities of the County exist in the Service Area. At the time the interceptor line of the Regional Facility is put into operation, co-mingled

Wastewater from the County Service Area may be transported by such interceptor lines at mutually agreeable points within the Town Collection Facilities, to the treatment plant. As the County

expands its Collections Facilities, the parties agree that the

County shall have the right to deliver Wastewater to the Collection Facilities of the Town for transmission to the Regional Facility at no cost to the County except as specified in Section 6.1; in quantities not to exceed the County's allocated plant capacity as defined in Section 4.1; and at points that shall be mutually agreeable to the parties consistent with sound engineering principles. The expenses of tapping and restoring the Town lines shall be borne by the County.

Section 2.3 Excessive Infiltration/Inflow. Each Participant

shall maintain and/or upgrade its existing and future Collection

Facilities so that excessive infiltration/inflow will not be

delivered to the Regional Facility.

Section 2.4 Operation of Collection Facility. Each Participant

shall operate its Collection Facility in accordance with reasonable rules and regulations, which each may adopt from time to time, and in accordance with the regulations of the DEQ, the EPA, and such other regulatory agencies as may be appropriate. Each Participant shall adopt and enforce appropriate regulations for the use of Collection Facilities within its Service Area so as to assure compliance with such rules and regulations.

ARTICLE III

REGIONAL FACILITY PROJECT

Section 3.1. Design and Construction. The Town of Saltville

and Smyth County has made and will continue to make, where



appropriate, applications for grants and loans for the design and construction of the Facility. The total cost of the treatment plant expansion and sewer collector line project is estimated at \$5,847,100. Upon approval of such grants and loans, to the extent

of one hundred percent (100%) of eligible Costs and the availability of such additional funds as may be necessary, the Town shall proceed with design and construction of the treatment plant expansion and McHenry's Creek Interceptor Line replacement and the County shall proceed with the design and construction of the Sewer Collector Lines serving the Allison Gap community in order that it may be placed in operation as soon as may be practicable.

Section 3.2. Financing. The Town and County shall proceed in a timely manner to secure financing for design costs and other expenses in connection with the Facility. The Town shall secure funding for \$300,000 and the County shall secure funding for \$5,547,100. The County funding consists of the following:

Rural Development Loan \$1,185,000

Rural Development Grant \$3,562,100

CDBG Grant \$800,000

The Town shall also pay the County monthly Debt Retirement Costs

for \$100,000 of the loan obligation of the County until the Bond is satisfied. The Town and County shall, with all reasonable dispatch after construction costs are established and grants in amount satisfactory to it are approved, issue and sell Bonds in an amount, together with other available funds, which will be sufficient to pay the cost of designing, constructing and placing the Facilities in operation, including the repayment of any interim financing; provided, however, that nothing contained in this Agreement shall require the Town or County to issue Bonds except upon terms deemed reasonable by the issuing party. If the total project cost exceeds the available funds or if the Plant expansion and line replacement cost exceeds the connection fee in Section 6.1, and neither party elects to increase its funding of the project, this Agreement may thereupon be canceled, without penalty to either party, and this Agreement shall have no further force and effect.

Section 3.3. Service Area. Service to new customers will follow the Service Area definition for initial responsibility for

service and receipt revenue. However, if the responsible party cannot or wishes not to provide the service, the other party may have the right upon approval of the responsible participant to provide such service and receive the resulting revenue.

#### ARTICLE IV

##### ALLOCATION OF CAPACITY

Section 4.1. Initial Allocation of Capacity. The Regional Facility will have an initial design capacity of 0.75 million gallons per day, which is hereby allocated among the Participants as follows:

Participant Gallon/Day

Town of Saltville 534,000

Smyth County 216,000

Total 750,000

Section 4.2. Observance of Allocated Capacity. No Participant shall exceed its plant capacity as allocated. At such time that either Participant is notified by the Town that the average flow of such Participant's customers for any three (3) consecutive months has reached eighty percent (80%) of its allocated capacity, such Participant shall evaluate its portion of

the Service Area to determine the source of the flow of Wastewater. At such time that either Participant is advised by the Town that the average flow of such Participant's customers for any Three (3) consecutive months has reached ninety five percent (95%) of its allocated capacity, such Participant shall immediately suspend the issuance of permits that allow connection to its collection lines until:

a. Such party has constructed additional Plant capacity as provided herein; or

b. The average monthly flow drops below ninety five percent

(95%) of the Participant's allocated capacity; or

c. For such time until capacity is reallocated as provided in

Section 4.3

Section 4.3. Reallocation of Capacity. Any Participant may

reallocate any portion of its plant capacity as allocated to it

from time to time to the other Participant on such terms as  
may be mutually agreed by the Participants.

Section 4.4. Construction of Additional Capacity. In the

event that any Participant determines the need for additional

capacity, such Participant shall have the right to expand the

Facility at its sole expense and any such expansion shall  
inure to the sole benefit of the Participant causing the  
expansion. The

other Participant shall have the right to join in such  
expansion if it so desires.

## ARTICLE V

### DELIVERY OF WASTEWATER AND OPERATION OF REGIONAL FACILITY

Section 5.1. Delivery, Acceptance and Treatment of  
Wastewater. Upon completion of the Facility and upon being  
advised that it has been approved for regular treatment of  
Wastewater, each

Participant shall deliver or cause to be delivered at Points of

Delivery all acceptable Wastewater collected by it in the Service

Area and shall not permit or provide for the final treatment of

Wastewater in the Service Area in any other manner, except  
in cases where valid discharge permits are presently in  
place. This

agreement shall not require either party to extend  
collection lines or to provide Wastewater disposal or  
treatment service to any area, person or entity except as  
may be deemed financially and technically feasible in the  
sole discretion of each party. Except as otherwise provided

herein, the Town shall be under no obligation to treat Wastewater delivered by any Participant in excess of its allocated Plant capacity.

Section 5.2. Operation of Regional Facility. The Town shall operate and maintain the Facility in an efficient and economical manner, making all necessary and proper repairs, replacements and

renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of regulatory bodies. Treatment of Wastewater shall meet all applicable standards of federal and state regulations governing treatment and disposal of Wastewater.

Section 5.3. Regulations. The Town shall adopt and enforce such reasonable rules and regulations as may be necessary or desirable to the efficient operation and maintenance of the Regional Facility; provided, however; that such rules and regulations may be adopted only after the Town has given at least sixty (60) days written notice of such rules and regulations to the County and has considered the comments of the County regarding such rules and regulations. All rules and regulations shall be applied

uniformly within the Service Area regardless of jurisdictional boundaries.

## ARTICLE VI

### CHARGES TO PARTICIPANTS

Section 6.1. User Charge. Each participant shall pay their

respective debt retirement for Bonds issued and the Town shall also pay the County debt retirement for \$100,000. The County shall pay the Town a one-time connection fee of \$1,947,700. Additionally, the Town shall fix and determine a Monthly User Charge in connection with the Facility, which shall be the sole charge for the use of Regional Facility. The Monthly User Charge for each Participant shall be based upon the sum of operation and maintenance costs less any new additional operator salary cost. These costs will be shared on a pro-rata basis, calculated on respective flows from each participant. The Town, if needed, shall pay the total salary cost of one additional operator.

Section 6.2. Billing and Payment of Monthly User Charges.

The Town shall determine the Monthly User Charge by March 1, of

each year for the twelve (12) months beginning on the following

July 1. The Monthly User Charge so determined shall not be changed during such twelve (12) month period except:

(a) To correct an error in calculation; or

(b) Emergencies occasioned by weather or equipment failure;

or

(c) As may be necessary to prevent default in payment of the

principal or the premium, if any, or interest on Bonds or to

prevent a default under the resolution or indenture authorizing or securing Bonds.

The County shall determine the annual loan payment due from

the Town for the \$100,000 debt by March 1, of each year for the

twelve months (12) beginning on July 1.

Bills shall be submitted to the Participants on the first

working day of each month or as soon thereafter as may be

practicable. Payment shall be due Twenty (20) days after the date

of the bill.

Section 6.3. Payment of Charges. Each Participant shall pay

promptly when the Monthly User Charge and Debt Charge is billed to the respective Participant and each Participant shall be obligated to adopt revenue generating measures to secure such funds.

Section 6.4. Determination of Flow.

(a) Where technically feasible and financially reasonable,

meters shall be installed at those Points of Delivery

where the collection lines of the County intersect the

collection lines of the Town. When such meter or meters

are installed, the flow attributable to that line shall

be the amount disclosed by the meter and Section 6.4(b)

shall not be effective to determine Wastewater flow.

(b) Where accurate metering is not technically feasible and

financially reasonable, the amount of flow of each Participant shall be the sum of the usage of water as disclosed on the Participant's respective customer water meters, less any reductions permitted for non-sewage water in accordance with the rules and regulations adopted by the Participants.

(c) Each Participant shall have the right to install a meter

at any point on the collection lines of any Participant

to actually measure the flow of Wastewater. Such

metering shall be done at the expense of the Participant

seeking the metered information; provided, however, that

in the event the meter discloses more than ten percent

(10%) in excess of the amounts determined according to

the provisions of this Section, then the party whose

lines were metered shall pay the costs of such metering

and the results of the metering shall be presumed to be

the volume attributable to the metered line. In the event

that such metering discloses a discrepancy of ten percent

(10%) or more which discrepancy continues for a period of

One Hundred Twenty (120) days, then the party whose lines

are being metered shall have a period of One Hundred

Eighty (180) days to correct such discrepancy by such

means as may be appropriate.

(d) Meters installed at the time of the initial construction

of the Regional Facility shall be Costs of the project as

defined herein; meters installed after the project has been put in operation shall be at the expense of the party desiring metered-flow information.

## ARTICLE VII

### DELINQUENT USER ACCOUNTS

Section 7.1 The Town or County may provide sewer service to

individual users that are not their respective potable water user, as defined by the Participants. Each Participant agrees to cut off water service to customers as requested by the Participant providing sewer service within five (5) days after receipt of notice of delinquency from the sewer provider pursuant to Virginia Code Section 15.2-5138.

Section 7.2 Each Participant agrees that prior to requesting

cut-off of a customer's water service all reasonable means of

collecting the bill for the individual customer's sewage collection service will be exhausted, including at least thirty (30) days notice prior to cut-off.

Section 7.3. Each Participant agrees to provide immediate

notice to the Participant providing sewer service of satisfaction

or compromise of unpaid bills, so that the water service may be

immediately restored to the individual customer.

Section 7.4 Each Participant agrees to share information

regarding water consumption records for purposes of billing for

sewer usage to individual users. Where one Participant provides

sewer and the other Participant provides water service, the

Participants shall cooperate in single source billing in order to

reduce administrative costs and avoid duplication of effort. The

Town agrees to bill and collect the sewer bills of the County

customers that are also water customers of the Town. The Town will remit the money collected to the County within Thirty (30) days thereof.

## ARTICLE VIII

### ARBITRATION

Section 8.1 Matters Subject to Arbitration. All claims, counter-claims, disputes or other matters between the parties

hereto relating to this Agreement shall be determined by an arbitration panel in the manner set forth in this Article.

Section 8.2 Initiation of Arbitration. Arbitration shall be initiated by the filing of a written demand with the other party by the requesting party. Such demand shall set out in detail, with reference to the specific provisions in this contract, the matter in controversy and shall name the arbitrator for the requesting party. No such demand shall be made if the matter in question has been barred by the applicable statute of limitations.

Section 8.3 Selection of Arbitrators. The other party shall, within twenty (20) days of receipt of the demand for arbitration, name its arbitrator by written notice to the requesting party. The two named arbitrators shall select a third arbitrator, who shall act as Chairman of the arbitration panel. If the two arbitrators are unable to agree on a third arbitrator within fifteen (15) days, then they shall request the Circuit Court of Smyth County to appoint a third arbitrator.

Section 8.4 Arbitration Procedure and Award. The arbitration panel shall meet within ten (10) days after the selection of all of its members or as soon thereafter as the participants may agree. The Chairman shall preside at all meetings. The panel shall determine its own rules of procedure. All parties to the dispute may be represented by counsel and may present evidence to the panel, which shall render its decision promptly. A decision of a majority of the panel shall be binding upon all parties to the dispute and shall not be subject to appeal, and judgment thereon may be entered in any court having jurisdiction over any party against which a decision has been made. No decision may be rendered against any person or entity, which is not a party to this Agreement.

## ARTICLE IX

### TERM OF AGREEMENT

Section 9.1. Initial Term. This Agreement shall be in full



force and effect from the date of its execution for a period of  
Forty (40) years provided, however, that if on such date all the

Bonds have not been paid or provisions have not been made for their payment, then this Agreement shall remain in effect until all such Bonds are paid. The County shall have the right to renew this Agreement for an additional term of Forty (40) years upon such terms and conditions as are mutually agreeable, and if the parties are unable to agree on the terms of such extension, then the matter shall be submitted to arbitration according to Article VIII of this agreement and the arbitrators shall determine the terms of such extension.

#### ARTICLE X

##### MISCELLANEOUS

Section 10.1. Books and Records. The Town shall keep proper

books and records in accordance with generally accepted accounting principles which shall be available for inspection at all reasonable times by the other party hereto through their duly authorized agents. The Town shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and certified copies thereof shall be filed promptly with the other party hereto.

Section 10.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

Section 10.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not effect any other provision hereof.

Section 10.5 Counterparts. This Agreement shall be executed in several copies, any of which shall be regarded for all purposes as an original.

Section 10.6 Address of Parties. For purposes of any notice required by this agreement, the address of each party is as follows:

A. Town of Saltville

P. O. Box 730

Saltville, VA 24370

B. Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, VA 24354

The address of either party may be changed by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals to be affixed and attested by their duly authorized officers, all as of the date first above written.

TOWN OF SALTVILLE

(SEAL)

Attest:

SMYTH COUNTY BOARD OF SUPERVISORS

(SEAL)

Attest:

- - - - -

The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Adelphia and Comcast for TV Cable franchises in Smyth County.
3. Petition for sewer services from J. W. Cumbow and other businesses in the Atkins Area. (Water/Sewer Committee)
4. Matter of adoption of a resolution concerning Statewide Mutual Aid for Emergency Management.
5. Matter of installation of a 6' water line on Rocky Hollow Road.
6. Insurance/Budget Committee recommendation concerning a Wellness Program.

(County Attorney)

7. COBRA Service Proposal continued pending County Attorney recommendation indemnification clause.
8. Matter of request for fiscal year 2001 - 2002 funding for the Lincoln Theatre.

9. Matter of request from Monnie Richardson, Parent and Member of the Sugar Grove Combined School and Community Playground Committee for assistance toward the cost of a planned walking/hiking track. (Budget Committee)
10. Appointments:

YOUTH SERVICES ADVISORY BOARD

Royal Oak - Kelly Owens

Park - Nina Crabtree

Northfork - Chris Snider

Member At Large - Scott Plummer

11. Matter of request from M. Richard Walker, Commissioner of the Revenue, for a computer at a cost of \$4,800 to have access to Clerk's Office deeds. No maintenance agreement would be required.

-----

Upon motion of Ms. Jennings, seconded by Mr. Roberts, and duly carried, Ed Stringer is appointed a member of the Smyth County Department of Social Services for a term of office beginning upon his qualification and expiring 3-12-2005.

Vote: 5 Yea

2 Absent (Bishop, Fullen)

-----

Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the matter of request from M. Richard Walker, Commissioner of the Revenue, for Personal Property Tax refund in the amount of \$60.82 to Stephen F. Grayson is ordered dropped from the agenda.

Vote: 5 Yea

2 Absent (Bishop, Fullen)

-----

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the County of Smyth, Virginia, indicated by this letter its official intent to participate in the "Revenue Sharing Program" for Fiscal Year 2001 - 02. The County will provide \$230,000 for this program, to be matched on a dollar-for-dollar basis from funds of the State of Virginia.

The County worked with its Resident Engineer, and developed the attached prioritized list of eligible items of work recommended to be undertaken with these funds. The County also understands that the program will be reduced on a pro rata basis if requests exceed available funds.

- - - - -

Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, it has been determined that the eastern end of Smyth County (Groseclose-Exit 54) has a critical need for public sewer service, and a need for water system improvements; and

WHEREAS, area citizens and business owners have appeared before the Board of Supervisors and requested public sewer service for the Groseclose area, and have documented that the lack of public sewer and adequate water supply is hindering commercial and industrial growth of the area; and

WHEREAS, before undertaking any infrastructure improvements, the County needs to prepare a Preliminary Engineering Report to study options for providing sewer and water improvements; prepare cost estimates; perform an environmental assessment and an archeological survey of the proposed project area; and investigate possible construction funding for the project.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors authorizes the County Administrator to submit a Virginia Community Development Block Grant (VCDBG) Competitive Planning grant proposal requesting \$25,000 in VCDBG funds for the Groseclose Area Water and Sewer Planning Project, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors agrees to provide up to \$3,500 in local cash and \$1,500 in in-kind contributions as matching funds for the project.

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors authorizes the County Administrator to execute a Planning Grant Agreement between Smyth County and the Virginia Department of Housing and Community Development if the proposal receives funding.

- - - - -

Ms. Sally Morgan informed the Board about Community Adjustment and Investment Program (CAIP) Grants for NAFTA Distressed Communities. The project grant is designed to provide funding assistance to those communities designated as "distressed" due to job losses attributable to NAFTA. Following discussion, upon motion of Ms.

Widener, seconded by Ms. Jennings, and duly carried, the aforestated matter is referred to the Economic Development Committee for study and recommendation.

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The Chairman set a public hearing for citizens' input on a CDBG application for Allison Gap Sewer Project on April 10, 2001, at 3:00 p.m.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the Board approves the Budget Committee recommendation for payment of \$15,000 to be released for foam out of the Emergency Equipment Escrow Fund. Said foam to be stored at the Adwolfe Volunteer Fire Department.

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Upon motion of Mr. Bishop, seconded by Ms. Neitch, and duly carried, the Board approves the Budget Committee recommendation of the County to act as contractor; work to be subcontracted by advertising said work for cost to be on per foot bases; County Administrator to employ an Inspector, and work to start on the Southfork Water Project.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and duly carried, the Board approves the Water/Sewer Committee recommendation to credit the outstanding balance of \$93,301.08 on the sewer account of Jonathon Thompson in response to directive from the U. S. Bankruptcy Court.

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Upon motion of Mr. Roberts, seconded by Ms. Widener, and duly carried, the County Engineer is directed to advertise a public hearing for the East Hungry Mother Water Project which includes Arden Lane, East Hungry Mother Drive, Red Stone Road, Vance Drive, North Holston and Pleasant Heights for citizens input at the April 10<sup>th</sup>, 2001, Board of Supervisors meeting at 3:15 p.m.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and duly carried, the Board approves accepting the total payment due for water from Betty Doane in an amount not to exceed \$720 and she is to hook up to the water system now or pay for a meter when needed in the future. Said deadline date for above stated is March 20, 2001.

-----

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the Board agreed to enter into executive session to discuss a personnel matter as outlined in Section 2.1-344 (a) (1) of the Code of Virginia, as amended, and discussion of acquisition of personal property as outlined in Section 2.1-344 (a) (3) of the Code of Virginia, as amended.

The Chairman declared the executive session ended and the doors were opened to the public.

Vote: 6 Yea

1 Absent (Fullen)

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Upon motion of Mr. Bishop, seconded by Ms. Widener, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Smyth County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such executive meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

VOTE: 5 Yea

2 Absent (Fullen and Jennings)

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Upon motion of Mr. Neitch, seconded by Ms. Widener, and duly carried, the Board approves payment in the amount of \$3,000 to Ralph E. Rotenberry and Mary R. Rotenberry for a deed and easement to construct water storage tank and line.

-----

Upon motion of Mr. Bishop, seconded by Ms. Neitch, and duly carried, the Board approves work on Reapportionment to be done in house by the Community Development Planner and County Engineer, work to be accomplished with the Board in work sessions.

William W. King, representing Thompson & Litton, made presentation on the Southwest Virginia Regional Jail Task Force findings and recommendations for establishing the Southwest Virginia Regional Jail Authority.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the Board approves the following warrant listing out of the appropriate fund accounts:

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held  
at the County Administration Building on Tuesday, April 10, 2001, at

12:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John Rife; Sally Morgan  
and Jeff Spickard.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Mr. Roberts led the Pledge of Allegiance.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the  
Board approves the March 13<sup>th</sup>, 2001 meeting minutes as presented.

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During Citizen's Time, Dixie Huff appeared to request the Board consider another  
location for the proposed convenience station to be located on Route 42. Mike Carter,  
Director of Public Utilities was in attendance.

Following discussion, upon motion of Mr. Fullen, seconded by Ms. Jennings, and  
unanimously carried, the aforesaid matter is referred to the Solid Waste Committee for  
further study and recommendation.

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Earl McClure appeared during Citizen's Time and presented the Board questions  
concerning the proposed Regional Jail. The Chairman ordered Mr. McClure's comments  
to be filed with the Board Minutes.

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Tom Taylor, Director, Mount Rogers Planning District Commission, appeared to ask the  
Board if they had any projects that they would like included in the Planning Commission  
Fiscal year 2002 Work Program. He also informed the Board about new Redistricting  
Software they had available for use by the County. Mr. Taylor also requested the Board  
adopt an ARC Reauthorization and Funding support resolution.



Following discussion, upon motion of Ms. Jennings, seconded by Mr. Bishop, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, Smyth County is a member of the Mount Rogers Planning District Commission; and

WHEREAS, the Mount Rogers Planning District Commission is a designated Local Development District by the Appalachian Regional Commission; and

WHEREAS, every jurisdiction in the Mount Rogers Planning District Commission is eligible to participate in the Programs of the ARC; and

WHEREAS, ARC has supplemented the funding of Hospitals, Libraries, Community Colleges, Water and Sewer Systems, Industrial Parks, Recreation Facilities, Vocational Schools, Airports, and roads in the Planning District; and

WHEREAS, every citizen in the Planning District has benefited from these investments; and

WHEREAS, the Job is not Finished!

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors doth hereby and hereon request your support for the legislation to Reauthorize the Appalachian Regional Commission; and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors doth hereby and hereon request that you support an increase in funding for ARC programs of \$15 million which represents a cost of living increase over the past five years of level funding.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Board approves the following appropriations:

General County \$1,000,000.00

Department of Social Services \$ 325,000.00

Schools

Operations \$2,913,738.00

Textbook 3,500.00

School Debt and Capital Outlay 307,183.00

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves the Art League of Marion request for the Board to declare their signs as "official signs" in order to comply with VDOT regulations for the 28<sup>th</sup> Annual Hungry Mother Arts and Crafts Festival scheduled for July 20 – 22, 2001.

-----

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves and accepts a Local Law Enforcement Block Grant No. 01-E1176LO00 in the amount of \$2880.00 (Federal \$2592.00 Local \$288.00) The Sheriff's Department stated they would provide the local matching funds.

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Following discussion, upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board refers the matter of proposal from Robinson, Farmer, Cox Associates concerning implementation of GASB 34 to the Budget Committee for further study and recommendation.

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Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, the Board approves submission of an application for Highway Safety Project funds entitled "Alcohol in Relation to Highway Safety" in the amount of \$6,975.00 to the Virginia Department of Motor Vehicles.

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors allow temporary closure of Route 601 due to bridge repair work. Location Route 601 between the intersections of Route 601 and Route 695 at the east side of project and the intersections of Route 601 and Route 674 on the west side of the project. The Virginia Department of Transportation is requested to contact the residents who would be impacted by the road closure, and advise them personally about the bridge repair work and the road closure.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board approves the following deed and the Chairman is authorized to sign said deed between Jack D. Billings, Sr. and Sarah H. Billings, and the Board of Supervisors for a pump station site on the Hutton Branch Water Project:

This deed made this the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between Jack D. Billings, Sr. and Sarah H. Billings, Grantors, and The Board of Supervisors of Smyth County, Virginia, whose mailing address is 121 Bagley Circle, Suite 100, Marion, Virginia 24354, Grantee;

WITNESSETH:

That for and in consideration of the sum of Six Thousand and 00/100 Dollars (\$6,000.00) cash in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby Bargain, Sell, Grant and Convey with covenants of general warranty of title and the English Covenants unto the Grantee all that certain tract or parcel of land lying and being in the Atkins District, Smyth County, Virginia, that is part of the Grantee's Hutton Branch Water Project, and being more particularly bounded as follows:

PUMP STATION LOT:

That certain lot or tract of land containing approximately 0.03 Acres being more particularly described on a plat entitled "Plat Showing A Portion Of The Lands Of Jack D. Billings, Sr. located in Atkins Magisterial District, Smyth County, Virginia" dated November 20, 2000, prepared by Kenneth M. Sells, L. S., which is attached hereto and made a part hereof, reference to which is hereby made for a more complete description.

TEMPORARY EASEMENT FOR CONSTRUCTION

In addition to the property conveyed in fee simple described above, the Grantors do further grant unto the Grantee a 30 foot by 30 foot square temporary easement for the purposes of the construction of a road bore, all being more particularly described on a certain set of plans and maps filed in the Office of the Smyth County Engineer entitled "Hutton Branch Water Project", reference to which is hereby made for a further description of the centerline of said easement.

The conveyance and easement are made on a part of the same property conveyed to Jack D. Billings, Sr. by Jack D. Billings, Jr. by deed dated June 23, 2000, and recorded in the Clerk's Office of the Circuit Court of Smyth County, Virginia in Deed Book 549, Page 667.

Grantors and Grantee agree that:

1. The grantee will erect, maintain and repair, as necessary, a fence around the pump station lot and install culvert pipe as necessary.
2. The Grantee covenants and agrees to maintain the property herein conveyed and the rights-of-way so as to not allow it to become overgrown with weeds or brush.

The easement of waterline right-of-way shall include the right at any time

to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipeline and appurtenances, including location of markers, for the transportation of water.

This easement shall further include the right of unimpaired access to the said water pipeline over the right-of-way granted herein, with the further right to maintain the right-of-way and keep the said right-of-way clear of all trees, undergrowth and brush. The Grantors covenant and agree that water will not be impounded, buildings constructed, structures or engineering works or other obstructions of any type whatsoever constructed on the right-of-way granted herein without the written consent of the Grantee. The Grantors further agree to leave the pipeline undisturbed as to location and depth without the written consent of the Grantee.

The Grantee agrees to repair or pay for any actual damage which may be done to growing crops, timber, fences, buildings or other structures directly caused by the Grantee in the exercise of any rights granted herein.

The terms, covenants and provisions of these easements shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This conveyance is made subject to all conditions, restrictions, easements and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

In compliance with the provisions of Section 15.2-1803 of the Code of Virginia, as amended, this deed is in the form approved by John H. Tate, Attorney for the County of Smyth. The Grantee has accepted this deed and J. S. Staley, Chairman, has been authorized to so act on behalf of said County by a resolution duly adopted by the Board of Supervisors of said County at the meeting held on April 10, 2001, which acceptance is evidenced by the execution of this conveyance by the Said J. S. Staley, Chairman of the Grantee.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

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Jack D. Billings, Sr.

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Sarah H. Billings

THE BOARD OF SUPERVISORS OF

SMYTH COUNTY, VIRGINIA

BY: \_\_\_\_\_

J. S. Staley, Jr. Chairman

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Upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors endorse the request of the Evergreen Soil and Water Conservation District that the New River-Highlands Resource Conservation and Development (RC&D) Council assist our District by assisting a stream bank erosion problem in the Sugar Grove community.

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The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Adelphia and Comcast for TV Cable Franchises in Smyth County.
3. Petition for sewer services from J. W. Cumbow and other businesses in the Atkins area. (Water/Sewer Committee)
4. Matter of adoption of a resolution concerning Statewide Mutual Aid for Emergency Management.
5. Matter of installation of a 6" water line on Rocky Hollow Road.
6. Insurance/Budget Committee recommendation concerning a Wellness Program. (County Attorney)
7. COBRA Service Proposal continued pending County Attorney recommendation on indemnification clause.
8. Matter of request for fiscal year 2001 – 2002 funding for the Lincoln Theatre.

(Budget Committee)

9. Matter of request from Monnie Richardson, Parent and Member of the Sugar Grove Combined School and community Playground Committee for assistance toward the cost of a planned walking/hiking track. (Budget Committee)
10. Appointments:

Youth Services Advisory Board

Royal Oak – Kelly Owens

Park – Nina Crabtree

Northfork – Chris Snider

Member At Large – Scott Plummer

11. Matter of request from M. Richard Walker, Commissioner of the Revenue, for

computer at a cost of \$4,800 to have access to Clerk's Office  
deeds. No maintenance agreement would be required. (Budget  
Committee)

12. Community Adjustment and Investment Program (CAIP) Grants for NAFTA  
Distressed Communities was referred to the Economic Development Committee.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, BE IT  
RESOLVED that the Smyth County Board of Supervisors adopts the following  
resolution:

WHEREAS, the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Wise and  
Washington, and the City of Norton, Virginia, have studied and considered the  
advantages of a regional jail authority as provided in Section 53.1-95.2, et. seq., of the  
Code of Virginia, 1950, as amended.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Smyth County,  
Virginia, as follows:

1. The County of Smyth intends to enter into a Regional Jail Authority  
(hereinafter "Authority") with the Counties of Buchanan, Dickenson, Lee,  
Russell, Scott, Smyth, Washington and Wise and the City of Norton  
pursuant to Section 53.1-95.2 et. seq., of the Code of Virginia, 1950, as  
amended.
2. The name of the Authority shall be Southwest Virginia Regional Jail  
Authority and its principal office being located in Washington County,  
Virginia.
3. The Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth,  
Washington and Wise and the City of Norton shall be the initial  
participating political subdivisions in the Southwest Virginia Regional Jail  
Authority, and each of the said subdivisions shall have the following  
representation: the Sheriff of the County or City and two (2) members  
appointed by the Board of Supervisors of the county or by the City  
Council of the City. There shall be a total of twenty-seven (27) members.  
The initial members of the Authority shall be:

NAMES ADDRESSES

Mr. W. J. Caudill P. O. Drawer 950

Buchanan County Grundy, VA 24614

Mr. Paul Crouse P. O. Box 534

Buchanan County Sheriff Grundy, VA 24614

Mr. Bobby Hammons P. O. Box 339

Dickenson County Sheriff Clintwood, VA 24228

Mr. Scott Stanley P. O. Box 1098

Dickenson County Clintwood, VA 24228

Mr. Keith L. Viers P. O. Box 1098

Dickenson County Clintwood, VA 24228

Mr. Fred Marion Route 1 Box 1855

Lee County Dryden, VA 24243

Mr. Gary Parsons P. O. Box 177

Lee County Sheriff Jonesville, VA 24263

Mr. Dane Poe P. O. Box 367

Lee County Jonesville, VA 24263

Mr. Trigg Fields P. O. Box 338

Russell County Sheriff Lebanon, VA 24266

Mr. Ralph Maples P. O. Box 58

Russell County Castlewood, VA 24224

Mr. D. Carter McGlothlin P. O. Box 457

Russell County Rosedale, VA 24280

Mr. Jack L. Berry Route 1 Box 88A1

Scott County Blackwater, VA 24221

Mr. Jerry P. Broadwater P. O. Box 369

Scott County Sheriff Gate City, VA 24251

Mr. John R. Strutner 112 Water Street Suite 1

Scott County Gate City, VA 24251

Mr. R. David Bradley 111 West Court Street

Smyth County Sheriff Marion, VA 24354

Mr. Michael D. Roberts P. O. Box 452

Smyth County Saltville, VA 24370

Mr. E. B. J. Whitmore III 121 Bagley Circle Suite 100

Smyth County Marion, VA 24354

Mr. Joe W. Derting 416 Fairway Drive

Washington County Abingdon, VA 24210

Mr. Fred P. Newman P. O. Box 787

Washington County Sheriff Abingdon, VA 24210

Mr. John B. Roberts, Sr. 29405 Zion Church Road

Washington County Damascus, VA 24236

Mr. Shannon Scott P. O. Box 570

Wise County Wise, VA 24293

Mr. Douglas Stallard P. O. Box 2569

Wise County Wise, VA 24293

Mr. Ronnie Oakes P. O. Box 916

Wise County Sheriff Wise, VA 24293



Mr. Ernie Ward P. O. Box 618

City of Norton Norton, VA 24273

Mr. Robert Raines P. O. Box 618

City of Norton Norton, VA 24273

Mr. Carlos Noaks P. O. Box 307

City of Norton Sheriff Norton, VA 24273

The terms of office of the members, other than the aforesaid Sheriffs, shall be at the will of governing bodies of the respective participating political subdivisions. Each individual member shall have one (1) vote on the Authority. The aforesaid Sheriffs and their duly elected successors shall serve on the Board during their respective terms of office.

4. The general purpose of the Southwest Virginia Regional Jail Authority shall be that of acquiring, constructing, owning, equipping, maintaining and operating jails and the usual facilities associated with such undertakings, including, but not limited to, enlarging, renovating, and improving such facilities; acquiring the necessary real and personal property therefore, with the right of contract for the use of, or to lease, mortgage, or sell any or all of such facilities, including real property; and doing any and all things deemed by the Authority necessary, convenient and desirable for and incident to the efficient and proper development and operation of these facilities for such types of undertakings.
5. The preliminary estimate of the cost of constructing the facilities for the Southwest Virginia Regional Jail Authority shall be sixty-one million dollars (\$61,000,000.00), and the project shall be financed as provided in Section 53.1-95.2, et. seq. of the Code of Virginia, 1950, as amended.

BE IT FURTHER RESOLVED that the Southwest Virginia Regional Jail

Authority is instructed to take all necessary steps toward organization, including, but not limited to, conducting an organizational meeting, and all other necessary actions.

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J. S. Staley, Jr., Chairman

Vote: 6 Yea

1 Nay (Neitch)

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Upon motion of Mr. Roberts, seconded by Ms. Neitch, and unanimously carried, the Board approves submission of the Victim Witness Program grant in the amount of \$44,044 in federal funds for fiscal year 2001 – 2002.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board agreed to join with Tazewell County on an application for \$25,000 in funding from the Virginia Department of Health for a planning grant to study public water supply options for Tannersville, in addition to Rich Valley and the Saltville area.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board of Supervisors agreed to submit an application for \$25,000 in funding from the Virginia Department of Health for a planning grant to study public water supply options for the eastern end of Smyth County, including Groseclose.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and unanimously carried, the Board accepts the following low bids on the South Fork Water Project:

**Contract 1** - included the main 9,950 feet of 8" water line along South Fork Road -

low bidder - Jack Owens Plumbing \$77,475.

**Contract 2** - included 3,000 feet of 4" water lines in the Mountain View Subdivision and at Tilley's Bridge Road areas - low bidder - D & T Construction \$43,025.

**Water Pipe line and Water Meter materials bid** - Hughes Supply \$69,520.77 (Pipe)

Hugh Supply \$4,053 (Water Meters)

**Contract 4** - Industrial Welding \$95,000

Water/Sewer Committee recommends the project be declared an emergency and to proceed with construction using general funds that would be reimbursed at loan closing with Rural Development.

Public Hearing to solicit public comment on proposed bond issue to finance water facilities to provide service to the South Fork, Long Hollow, and Harris Lane areas is set for May 8<sup>th</sup> at 4:00 p.m.

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Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, aforestated contracts are approved, subject to County Attorney review, for the South Fork Water Project .

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HVAC Preventative Maintenance proposals were received for heating ventilation and air conditioning for the Smyth County Office Building; Smyth County Courthouse; Smyth County Jail, and Smyth County Health Department. The following bids were received...Virginia Trane \$22,625; Starnes \$22,975; York \$23,472; Comfort Systems USA \$30,000. The Building and Grounds Committee recommends the low bid of Virginia Trane in the amount of \$22,625 be accepted, with the option to reduce said contract by supplying filters for the work - \$2,801.

Upon motion of Ms. Widener, seconded by Mr. Bishop, and duly carried, the Board approves the following agreement with Virginia Trane:

Project Locations:

Smyth County Office Building 121 Bagley Circle Suite 100 Marion, VA

Smyth County Courthouse 109 West Main Street Marion, VA

Smyth County Jail 111 West Court Street Marion, VA

Smyth County Health Department 201 Francis Marion Lane Marion, VA

Virginia Trane, a unit of The Trane Company, herein referred to as the Service Company, agrees to furnish services to the equipment covered in accordance with the attached Terms and Conditions and Schedules. This agreement shall become valid only upon acceptance by the Customer and approval by the Service Company.

Customer agrees to pay the following Price, for the services described herein.

This Agreement Price is \$22,652 per year, payable Quarterly in advance. Price adjustments may be required based on future conditions. Annual notice of price changes shall be provided in writing at least forty-five (45) days prior to the anniversary date.

This Agreement is effective on March 1, 2001 through February 28, 2002 and shall remain in effect from year to year unless terminated by either party by providing written notification at least thirty (30) days prior to the anniversary date.

Attachment A

Agreement Price Per Building:

Smyth County Office Building \$6,091.00

Smyth County Courthouse \$9,834.00

Smyth County Jail \$2,823.00

Smyth County Health Department \$3,904.00

Total Agreement Price \$22,652.00

You may deduct \$2,801.00 from the above price if the county would like to supply the filters and Virginia Trane supply labor only to change them.

The repair labor rate for the term of this agreement will be \$60.00 per hour.

The over time repair rate for the term of this agreement will be \$75.00 per hour.

- All work performed during normal business hours.
- Filters are provided and changed by Virginia Trane personnel.
- The HEPA final air filters on the Health Department will be changed once during the contract year.
- Condenser coil cleaning is included as required on all air-cooled units.
- Condenser tube brushing on the Trane RTHB chiller is included once per year.
- Tower cleaning on the Office Building tower is included once per year.
- Trane Factory oil analysis on the Trane RTHB chiller is included once per year.
- Included is a one-day site operator training class on equipment operation of the four buildings for maintenance personnel.
- The Zone baseboard heaters at the Health Department and Jail will be checked for operation, once per year at the beginning of the heating season.
- Equipment evaluation report will be completed once a year for budget replacement purposes providing age, condition and a budget replacement cost if requested.
- Virginia Trane shall have a two-hour response time on emergency repairs.

Vote: 6 Yea

1 Nay (Fullen)

-----

Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the following legal services agreement for the Green Hills Sewer Project:

United States Department of Agriculture

Farmers Home Administration

Legal Services Agreement

THIS AGREEMENT made this 10th day of April, 2001 between The County of Smyth, a political division of the Commonwealth of Virginia, hereinafter referred to as "Owner," and FREEMAN ASSOCIATES, ATTORNEY AT LAW, 121 North Church Street, Marion, Smyth County, Virginia, hereinafter referred to as "Attorney":

Whereas, Owner is a political subdivision of the Commonwealth of Virginia, and is desirous of employing counsel to provide legal services for the closing of the Green Hill Sewer System; and

Whereas, the Attorney agrees to perform all legal services necessary to the organization, financing, constructions and initial operation of the Green Hill Sewer System;

:W I T N E S S E T H:

Now, therefore, and in consideration of the covenants contained herein, the parties do hereby agree as follows:

SECTION A --LEGAL SERVICES

The Attorney will perform such services as are necessary to accomplish the above - recited objectives, including, but not limited to, the following:

1. Furnish advise and assistance to the governing body Smyth County, Virginia, in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) assist bond counsel with the completion of such bonds or other obligations as may be necessary to finance the system; (e) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Development, U. S. Department of Agriculture; (f) entering into construction contracts; (g) preparation and adoption of Rules and Regulations, and rate schedules; (h) such other official action as may be necessary in connection with the financing, construction and initial operation of the system.
2. Review of construction contracts, bid-letting procedures, and surety and contractual bonds in connection therewith.
3. Preparation, where necessary, and review of deeds, easements and other right-of-way documents and other instruments for sites for pumping stations, treatment plants and other facilities necessary to the system and to provide continuous right-of-way therefore;

rendering title opinions with reference thereof; and providing for the recordation thereof; and proceeding with condemnations where necessary and as may be authorized by the Board of Supervisors.

4. Cooperate with the engineer to obtain necessary permits and certificates from count and municipal bodies, from State regulatory agencies and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings and the like.

5. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits and other instruments.

6. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The Owner shall pay bond counsel for perfecting the tax-free aspects of the financing documents and completing the same. Where bond counsel is retained, the Attorney will not be responsible for the preparation, review and approval of those documents pertaining to the issuance of the Owner's obligations, except to review, on behalf of the County, those documents prepared for submission.

#### Section B -- Compensation

Owner will pay to the Attorney for professional services rendered in accordance herewith fees at the county's standard hourly rate which is currently \$85 plus costs, if any, up to the sum of Thirteen Thousand and No/100 Dollars (\$13,000). Said fees are to be payable upon closing with Rural Development. This fee does not include the fees and expenses associated with condemnation or litigation services.

#### Section C -- Other Provisions

This agreement was adopted and ratified by resolution of the Board of Supervisors of Smyth County.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and duly carried, the Board of Supervisors accepts the Personnel Committee recommendation on payments not be made to Board Members who do not attend the Department of Social Services Board meetings, said Committee also request the Board refer said matter of additional pay to the Budget Committee for additional consideration.

Vote: 5 Yea

2 Abstentions (Neitch and Widener)

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The Budget Committee recommends the Two-For-Life funds in the amount of \$13, 720 be distributed as follows: Marion Rescue Squad \$3,430; Saltville Rescue Squad \$3,430; Sugar Grove Rescue Squad \$3,430; and escrow the sum of \$3,430 for the Chilhowie Rescue Squad until a decision on rescue squad reactivation is made.

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, the Board approves the aforestated Budget Committee recommendation.

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The Budget Committee recommends the Board donate the sum of \$1,000 to Marion Senior High School and Northwood High School After Prom Celebration and \$1,000 to Chilhowie High School After Graduation Party.

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, the Board approves the aforestated Budget Committee recommendation.

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The Budget Committee recommends the transfer of \$425,400 from the current fiscal year budget to be placed in a CD for the Industrial Development Authority to pay for site development on the Regional Industrial Park.

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the Board approves the aforestated Budget Committee recommendation.

Vote: 6 Yea

1 Nay (Neitch)

Pursuant to notice duly published in a local newspaper the Board proceeded to conduct a public hearing to solicit public comment on the proposed Community Development Block Grant (CDBG) application for Allison Gap Sewer Project.

Approximately six (6) citizens were in attendance.

Bryan Martin and Laura Bowers stated that Allison Gap area had a real need for the proposed project.

No one else appeared to speak.

The Chairman declared the public hearing closed.

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Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Virginia Department of Housing and Community Development is soliciting applications for the FY 2001 Community Development Block Grant (CDBG) program to fund local community facilities, housing, and economic development projects, and

WHEREAS, the Smyth County Board of Supervisors has determined that there is a need and a demand for public sewer in the Allison Gap area of the County based on information from community residents and the local Health Department, and

WHEREAS, the Board of Supervisors has met the citizen participation requirements of the program by conducting two public hearings that were properly advertised in the newspaper and at least one other public notice, as required by the CDBG program guidelines,

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors wishes to apply for \$1,000,000 in Virginia Community Development Block Grant funds for the proposed Allison Gap Sewer Project under the Community Facilities project type, and

BE IT FURTHER RESOLVED that an estimated \$2,799,400 in other funds will be spent on this project for the sewer collection system, and that the project will benefit a projected 356 households (783 persons), of which 285 (597 persons) are low-to-moderate income, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors has a mandatory hook-up ordinance that will be enforced for this project, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors authorizes the County Administrator to sign and submit all appropriate documents for submittal of this Community Development Block Grant application.

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Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, the Board requests prospective engineers for the Allison Gap Sewer project to agree to wait on payment for services until project is funded.

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Pursuant to notice duly published in a local newspaper the Board proceeded to conduct a public hearing on its intent to file an application for funding with USDA, Rural Development for funding of the proposed East Hungry Mother Drive Water Project



which includes new water lines in the Arden Lane, East Hungry Mother Drive, Red Stone Road, Vance Drive, North Holston and Pleasant Heights areas of the County.

Approximately ten (10) citizens were present.

Edward Thomas from the Red Stone Drive area made a request for the project.

John Taminger from the East Hungry Mother area made a request for the project.

Mike Roberts representing citizens in the North Holston and Pleasant Heights area of Saltville made a request for the project.

No one else appeared to speak.

The Chairman declared the public hearing closed.

- - - - -

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into executive session to discuss an industrial prospect where no public announcement has been made as outlined in Section 2/344 (a) (5) of the Code of Virginia, as amended; discuss acquisition of real property for water projects as outlined in Section 2.1-344 (a) (3) of the Code of Virginia, as amended; and consultation with legal counsel as outlined in Section 2.1-344 (a) (7) of the Code of Virginia, as amended.

The Chairman declared the executive session closed and the doors were opened to the public.

Vote: 7 Yea

0 Nay

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Smyth County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such executive meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 7 Yea

0 Nay

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously continued, the Board authorizes the Water/Sewer Attorney and County Engineer to procede with an appraisal of Mr. Jack Billings property and condemnation of said property if necessary.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board continues its meeting to April 12<sup>th</sup>, 2001 at 3:00 p.m. at the Smyth Career and Technology Center in Seven Mile Ford, Virginia, for the Board Members to attend an Orientation Training Session on County land use planning with Planning Commission members and a Citizen's Advisory Group where Dr. Michael Chandler from Virginia Tech would present a program.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves a sewer connection for a commercial establishment in the Cedars/Hall Addition Sewer project, contingent upon said commercial establishment purchase of land.

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VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held

at the Smyth Career and Technology Center on April 12, 2001 at

3:00 p.m.

PRESENT: All Board Members save Messrs. Staley and Bishop.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; Sally Morgan and

Jeff Spickard.

The Vice Chairman called the meeting to order.

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Jeff Spickard, County Engineer, requested the Board approve \$3,000 to finish the Kiawana Road project with a contractor instead of county forces. He would solicit bids for said work. Following discussion, upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Board appropriates and approves the sum of \$3,000 to complete the Kiawana Road project.

Vote: 5 Yea

2 Absent (Staley and Bishop)

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the Board continues it's meeting to April 24, 2001 at 4:00 p.m. at the County Administration Building at 121 Bagley Circle for a work session on redistricting.

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Dr. Michael Chandler, Virginia Tech representative, spoke on the principles of Land Use Planning and Zoning. Sally Morgan informed the citizens present of the development of a Zoning Ordinance for Smyth County. Several citizens and Smyth County Planning Commission members were present. Ms. Morgan stated future citizen participation meetings would be held.

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VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the Smyth Career and Technology Center on Tuesday, April 24, 2001, at 4:00 p.m.

PRESENT: All Board Members save Mr. Bishop and Mr. Staley.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Jeff Spickard and Sally Morgan.

The Vice Chairman called the meeting to order.

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Ms. Jennings led the invocation and Mr. Fullen led the Pledge of Allegiance.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves a sum not to exceed \$305.00 for M. Jay Hubble, Smyth County's RC & D representative to attend the State Annual Meeting of the Virginia Association of RC & D to be held in Duffield, VA.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following:

United States Department of Agriculture

Farmers Home Administration

Legal Services Agreement

This Agreement made this 24<sup>th</sup> day of April, 2001 between The County of Smyth, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Owner," and Freeman Associates, Attorney At Law, 121 North Church Street, Marion, Smyth County, Virginia, hereinafter referred to as "Attorney":

Whereas, Owner is a political subdivision of the Commonwealth of Virginia, and is desirous of employing counsel to provide legal services for the closing of the Hutton Branch Public Water System; and

Whereas, the Attorney agrees to perform all legal services necessary to the organization, financing, constructions and initial operation of the "Hutton Branch" public water system;

:W I T N E S S E T H:

Now, Therefore, and in consideration of the covenants contained herein, the parties do hereby agree as follows:

#### Section A -- Legal Services

The Attorney will perform such services as are necessary to accomplish the above-recited objectives, including, but not limited to, the following:

1. Furnish advice and assistance to the governing body Smyth County, Virginia, in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the

authorization, financing, construction and initial operation of the system; (d) assist bond counsel with the completion of such bonds or other obligations as may be necessary to finance the system; (e) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Development, U. S. Development of Agriculture; (f) entering into construction contracts; (g) preparation and adoption of Rules and Regulations, and rate schedules; (h) such other official action as may be necessary in connection with the financing, construction and initial operation of the system.

2. Review of construction contracts, bid-letting procedures, and surety and contractual bonds in connection therewith.
3. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents and other instruments for sites for pumping stations, treatment plants and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof; and proceeding with condemnations where necessary and as may be authorized by the Board of Supervisors.
4. Cooperate with the engineer to obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings and the like.
5. Cooperate with the engineer employed by Owners in connection with preparation of tract sheets, easements and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits and other instruments.
6. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. The Owner shall pay bond counsel for perfecting the tax-free aspects of the financing documents and completing the same.

Where bond counsel is retained, the Attorney will not be responsible for the preparation, review and approval of those documents pertaining to the issuance of the Owner's obligations, except to review, on behalf of the County, those documents prepared for submission.

#### Section B -- Compensation

Owner will pay to the Attorney for professional services rendered in accordance herewith fees at the county's standard hourly rate which is currently \$85 plus cost, if any, up to the sum of Eleven Thousand five hundred and No/100 Dollars (\$11,500). Said fees are to be payable upon closing with Rural Development. This fee does not include the fees and expenses associated with condemnation or litigation services.

## Section C -- Other Provisions

This agreement was adopted and ratified by resolution of the Board of Supervisors of Smyth County at its continued meeting on April 24<sup>th</sup>, 2001.

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Upon motion of Mr. Bishop, seconded by Ms. Neitch, and unanimously carried, the Board approves a sum not to exceed \$2,700 for Mount Rogers Planning District Commission to assist in obtaining easements in the Greenhill Sewer Project. Said funds are not reimbursable from project funds.

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The Board continued a work session on redistricting in Smyth County.

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The Chairman appointed Mr. Bishop, Ms. Widener, and Ms. Neitch on the Substandard Streets Committee.

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The Chairman appointed Ms. Jennings, Mr. Staley, and Mr. Bishop to the Redistricting Committee.

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VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Administration Building on Tuesday, May 8, 2001, at 12:00 Noon.

PRESENT: All Board Members

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John Tate. Jr., Jeff Spickard, and Sally Morgan.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Ms. Neitch led the Pledge of Allegiance.

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Upon motion of *Ms. Jennings*, seconded by *Ms. Widener*, and duly carried, the Board approves the April 10th, 12th, and 24th, 2001 meeting minutes as presented.

Vote: 6 Yea

1 Absent (Bishop )

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During citizen's time Carolyn McCorkindale, Director, Smyth Enterprise Center, appeared to introduce herself and request an



increase in local funds for the operation of the Smyth Enterprise Center. David R. Boehm, Chairman and Rob Edwards were also in attendance.

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During citizen's time Jackie Spiegler, Abingdon Ambulance Service, appeared to request permission to place an ambulance in the Town of Chilhowie. Marley Stanberry also representing Abingdon Ambulance Services was in attendance. Allen Jones representing Smyth County Ambulance Service was also in attendance.

Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Chairman is authorized to appoint a committee to study and make a recommendation on said request. Emergency Service Committee consisting of Donnie Fullen, Susie Jennings, and Sheila Widener.

Vote: 6 Yea

1 Abstention (Bishop)

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried,

BE IT RESOLVED that the Board approves the following appropriations:

General County

\$900,000.00

Department of Social Services	\$350,000.00
Schools	
Operation	\$2,949,688.25
Capital Outlay & School Debt	\$ 331,943.00
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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the matter of request for the Board to reaffirm a resolution providing for the implementation of the Comprehensive Community Correction Act (CCA) and the Pretrial Services Act (PSA), establishment of the Southwest Virginia Community Criminal Justice Board, and provision for Joint Exercise of Powers is continued.

Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Chairman is authorized to appoint a committee, with power to act, on request for the Board to adopt a resolution in support of Stone Mountain Health Services' application to the Bureau of Primary Health Care for a change of scope to provide primary medical care in Konnarock. The Chairman appointed Donnie Fullen, Chairman, Mike Roberts, and Darlene Neitch.

**Vote: 6 Yea**

1 Nay (Bishop)

(Note: The following resolution was adopted. The Board of Supervisors hereby resolves to support efforts to help insure the medical practice of Dr. Jan Gable in the community of Konnarock remains open and continues to provide essential medical

services to the citizens of that community and the surrounding area; The Board of Supervisors hereby resolves to support efforts to establish a community health center in the Konnarock Community.)

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the necessary and reasonable expenses of any Board Member/County Administrator who may desire to attend the Virginia Association of Counties 67<sup>th</sup> Annual Conference on November 11<sup>th</sup> –13<sup>th</sup>.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves submission of the Smyth County youth Office grant for fiscal year 2001- 2002 in the amount of \$39,007 Federal Funds and \$13,002 Local Matching Funds to the Department of Juvenile Justice Services.

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The County Administrator introduced Shannon Williams, 911 Coordinator.

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The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable Franchise in Smyth County
3. Petition for sewer services from J. W. Cumbow and other businesses in the

Atkins area. (Water/Sewer Committee)

4. Matter of adoption of a resolution concerning Statewide Mutual Aid for  
Emergency Management.
5. Matter of installation of a 6" water line on Rocky Hollow Road.
6. Insurance/Budget Committee recommendation concerning a Wellness Program.  
(County Attorney)
7. Matter of request for fiscal year 2001 -2002 funding for the Lincoln Theatre.  
(Budget Committee)
8. Matter of request from Monnie Richardson, Parent and Member of the Sugar  
Grove Combined School and Community Playground Committee for assistance  
toward the cost of a planned walking/hiking track. (Budget Committee)

9. Appointments:

Youth Services Advisory Board

Royal Oak -Kelly Owens

Park-Nina Crabtree

Northfork- Chris Snider

Member At Large -Scott Plummer

Wytheville Community College (Expires 6-30-01)

Charles Overbay

Rye Valley Water Authority (Expires 6-30-01)

Carl Parsons, Jr.

Industrial Development Authority (Expires 6-30-01)

Clarence F. Smith

Southwest Virginia Farmers Market Advisory Board (Expires 9-30-01)

Roger C. Sturgill

National Disability Organization Community Representative

(Expires 7-30-01). Henry c. Everhart

Community Policy Management Team (Expires 6-30-01)

Sue Clear (Parent Representative )

Penny Dixon (private Provider Representative )

Southwest Virginia Community Corrections (Expires 10-31-2001 )

Roy F. Evans, Jr.

10. Matter of request from M. Richard Walker, Commissioner of the Revenue, for a computer at a cost of \$4,800 to have access to Clerk's Office deeds. No maintenance agreement would be required. (Budget Committee )

11. Matter concerning additional pay consideration for the Department of Social Services Board Members for meetings referred to the Budget Committee.

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Upon motion of Ms. Widener, seconded by Mr. Bishop, and  
unanimously carried, the matter of Community Adjustment and  
Investment Program (CAIP) Grants for NAFTA Distressed  
Communities referred to the Economic Development Committee is  
ordered dropped from the agenda.  
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Upon motion of Ms. Jennings, seconded by Ms. Widener, and  
unanimously carried, BE IT RESOLVED that the Smyth County Board  
of Supervisors adopts the following COBRA SERVICES

AGREEMENT:  
(copy agreement)  
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Committee report on redistricting for Smyth County was given by Ms.  
Morgan. Following discussion, upon motion of Mr. Fullen, seconded  
by Ms. Jennings, and unanimously carried a public hearing is set  
on Smyth County Redistricting Plan for May 29th at 4:00 p.m.  
-----

Upon motion *of* Ms. Jennings, seconded by Mr. Fullen, and  
unanimously carried, the Board directs Ms. Morgan to resubmit the  
Groseclose Sewer Project application in the amount of \$195,000 to

the Tobacco Commission for funding on engineering of the  
Groseclose Sewer Project.

-----  
Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously  
carried, the Board approves the Loan Resolution for the Green Hill -Shuler Hollow  
Sewer Project as follows:

(copy Loan Resolution)

-----  
Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously  
carried, the Board approves the Right-Of- Way Certificate for the Green Hill-Shuler  
Hollow Sewer Project as follows:

(copy Right-of-Way Certificate)

-----  
Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously  
carried, the Board approves the Water and Waste System Grant Agreement United  
States Department of Agriculture Rural Utilities Services for the Green Hill -Shuler  
Hollow Sewer Project as follows:

(copy agreement)

-----  
Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously  
carried, the Board approves Position 3 United States Department of Agriculture Rural  
Development Farm Service Agency Applicant Certification Federal Collection Policies

for Consumer or Commercial Debts on the Green Hill- Shuler Hollow Sewer Project  
as follows:

(copy form)

-----

Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously  
carried, the Board approves the Assurance Agreement form on the Green Hill- Shuler  
Hollow Sewer Project as follows:

(copy form)

-----

Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously  
carried, the Board approves the United States Department of Agriculture Equal  
Opportunity Agreement form on the Green Hill- Shuler Hollow Sewer Project as  
follows:

(copy form)

-----

Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried,  
the Board approves the Certification Regarding Drug-free workplace Requirements  
(Grants) Alternative I -For Grantees Other Than Individuals form as follows on the  
Green Hill -Shuler Hollow Sewer Project:

(copy form)

-----



Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board directs Amendment No.3 to Engineering Agreement with Dewberry & Davis, Inc. in the amount of \$3,500 be dropped from the agenda concerning new pump site location for the Hutton Branch Water Project.

-----

Upon motion of Mr. Roberts, seconded by Ms. Neitch, and unanimously carried, the Board approves the Water/Sewer Committee recommendation to award South Fork Pump Station material bid to Boggs Municipal Service for \$18,300.

-----

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, the Board approves the Water/Sewer Committee recommendation to award South Fork Pump Station installation to Boggs Municipal Service for \$22,352.

-----

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, the Board approves the recommendation from the Water/Sewer Committee to award South Fork road boring contract to D & T Construction at \$85.00 per foot. . . . . total 5,100.

-----

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried,

the Board approves the following County Attorney services for Water/Sewer services upon recommendation of the Budget Committee for fiscal year 2001- 2002 as follows:

"We presently charge Smyth County \$85.00 per hour for legal services. The proposal is that the rate will remain at \$85.00 per hour for the ensuing 12 month.

There will be no retainer requirement. There is no request for any benefits, such as health insurance or retirement. Freeman Associates will not consider itself an employee of the County , but as an office which renders legal services at an hourly rate."

-----

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, the Board approves the following County Attorney services agreement as recommended by the Budget Committee for fiscal year 2001 -2002 as follows: "My present arrangement with the County is a retainer for twelve hours of legal work, which amount is credited to the actual legal work done and paid monthly. This arrangement as adjusted in 1999 provides: (1) hospitalization benefits under the county plan with a tax election to pay the premiums pre-tax; (2) a retainer, credited as set forth above for twelve hours \$960.00 per month (using an hourly rate of \$80.00); (3) extra hours, over the twelve hours per month, billed at \$95.00 per hour, the hourly rate agreed to in 1999. I propose my hourly rate remain the same for coming year, with an option to renew the contract for the year 2003."

-----

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and  
unanimously carried, the Board approves the following Audit Contract  
with Robinson, Farmer, Cox Associates, as recommended by the  
Budget Committee for fiscal year 2001 -2002 at a  
cost of \$18,900.

-----

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and  
unanimously carried, the Board approves the following Inmate  
Insurance Agreement for the Smyth County Jail as recommended by  
the Budget Committee:

(copy agreement)

-----

Upon motion of Mr. Bishop, seconded by Ms. Widener, and  
unanimously carried, the Board approves a change to property tax on  
aircraft located in Smyth County.

-----

Upon motion of Mr. Roberts, seconded by Ms. Widener, and  
unanimously carried, the Board sets a public hearing on adoption of  
franchise with Adelphia Cable Communications for June 12, 2001 at  
4:00 p.m.

-----

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly  
carried, the Board approves the recommendation of the Solid Waste

Committee for a survey to be obtained of the proposed location of a convenience station on Route 42. Said Solid Waste Committee has power to act for a sum not to exceed \$500.00 for said survey.

Vote: <![endif]>

6 Yea

1 Nay (Roberts)

-----

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing on the proposed issuance of general obligation bonds of Smyth County in the maximum estimated amount of \$500,000 to finance water facilities to provide service to the South Fork, Long Hollow, and Harris Lane areas.

Tom Graham appeared to request a certain portion of the bonds be made available to citizens of Smyth County for bid.

No other citizens appeared to speak for or against said proposal.

The Chairman declared the public hearing closed.

-----

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, the Board approves the following General Certificate of Issuer for South Fork:  
(copy certificate)

-----

Upon motion of Ms. Widener, seconded by Ms. Neitch, and unanimously carried, the Board approves the following resolution authorizing the issuance and sale of the water facility bond, series 200 1 A, of Smyth County, Virginia in an amount not to exceed \$500,000 and providing for the form, details and payment thereof:  
(copy resolution)

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The Chairman set a public hearing on the Smyth County School Board budgets for fiscal year 2001- 2002 on May 29<sup>th</sup>, 2001, at 5:00 p.m.

-----

Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves a ½ ad in the Saltville Progress for the Industry Salute edition at a cost of \$220.00.

-----

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, the Board continues it's meeting to May 29th, 2001, at 4:00 p.m. for a public hearing on Smyth County Redistricting and other matters as the Board may deem appropriate.

-----

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board agreed to enter into executive session to discuss acquisition of real property for water projects as outlined in Section 2.1-344 (a) (3) of the Code of Virginia, as amended; and consultation with legal counsel as outlined in Section 2.1-344 (a) (7) of

the Code of Virginia, as amended.

The Chairman declared the executive session ended and the doors were opened to the public.

Vote: 7 Yea

O Nay

-----

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried,

BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Smyth County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such executive meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of

Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 7 Yea

O Nay

-----

Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the following warrant listing from the appropriate fund accounts:





VIRGINIA: At a meeting of the Smyth County Board of Supervisors held at the  
County Administration Building on Tuesday, June 12, 2001, at 2:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally  
Morgan.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Mr. Fullen led the Pledge of  
Allegiance.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously  
carried, the Board approves the May 8<sup>th</sup> and May 29<sup>th</sup> meeting minutes as presented.

-----

During Citizens time Jesse Sage appeared to discuss the Hutton Branch Water  
Project.

Jimmy Harrington a resident on the Hutton Branch Water Project area also

appeared.

Earl McClure, a member of the Smyth County Planning Commission, appeared to express his support for the Hutton Branch Water Project.

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Frank Chandler, Regional Director of VACO and Bland County Board Chairman, appeared to present a certificate of appreciation to the Smyth County Board of Supervisors from the Virginia Association of Counties.

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Larry Land, representing the Virginia Association of Counties, appeared to speak to the Board on behalf of VACO.

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Steve Farris appeared during citizen's time to note his opposition to the proposed Zoning Ordinance.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board approves and appropriates the sum of \$300,000.00 for the Department of

Social Services during the month of June 2001.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board approves and appropriates the sum of \$6,815,850.12 for the Smyth County School Board Operations during the month of June 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves and appropriates the sum of \$2,500.00 for the Smyth County School Board School Textbook Fund during the month of June 2001.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves and appropriates the sum of \$521,738.00 for the Smyth County School Board Capital Outlay and School Debt Service during the month of June 2001.

-----

Upon motion of Mr. Bishop, seconded by Ms. Neitch, and unanimously carried,  
BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, THE Virginia Department of Health, Office of Emergency Medical Services, (EMS), is in the process of revising the Virginia EMS Regulations; and

WHEREAS, version 2 of the draft regulations consists of 6 parts and nearly 300 pages of text (with version 3 to be released soon); and

WHEREAS, it has been expressed by the Virginia Office of EMS that the new regulation shall be effective as of January 1, 2002; and

WHEREAS, it is the responsibility of county (and local) government to provide emergency medical services to its citizens; and

WHEREAS, that on the surface many of the well-intended proposed rules and regulations are more applicable to urban areas that have more resources from which to draw and are often more compact geographic areas; and

WHEREAS, it is believed that many small and rural jurisdictions may be unaware of the changes proposed in the newest version of the nearly 300 pages of draft regulations and thus do not have sufficient time to address many required changes and any budgetary adjustments by January 1, 2002;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Virginia Association of Counties on this 5<sup>th</sup> day of May 2001, that we urge the effective date of the regulations be delayed at least one year until January 1, 2003.

BE IT FURTHER RESOLVED, by the Virginia Association of Counties' Board

of Directors that we appreciate efforts by the Virginia Office of EMS to keep our emergency medical services systems modern, effective and efficient; however, the Virginia Office of EMS should always remember that such public services are funded within the means of our several communities across the Commonwealth.

-----

Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the Board approves the recommendation of the Animal Control Committee for payment of \$500 to Ronnie Blevins in the loss of his dog.

Vote: 5 Yea

2 Nay (Fullen and Staley)

-----

Upon motion of Mr. Roberts, seconded by Mr. Bishop, and unanimously carried, the Board approves the Water/Sewer Committee recommendation to accept payment in the amount of \$720 for Nancy Bise account and waive all penalties and also waive the judgment in court on Ms. Bise.

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The matter of agreement with the Town of Chilhowie for water purchase on the Pioneer Road Water Project is continued.

-----

Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously carried, the Board approves the Water/Sewer Committee recommendation and awards the pump stations contract to Jack Owens Plumbing & Heating, Inc., the lowest bidder for the amount of \$29,775.00 for the Watson Gap Interconnection.

-----

Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board continues its meeting to June 14, 2001, at 2:00 p.m. for discussion with Rural Development representatives on funding of the Hutton Branch Water Project.

-----

Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following Fire Programs Fund disbursement Agreement for fiscal year 2002:

## **FY 2002 FIRE PROGRAMS FUND DISBURSEMENT AGREEMENT**

(Funds distributed by the end of the First Quarter of the fiscal year 2002)

Statutory Authority: Sections 9.153, 9.154, 9.155 and 38.2-401 of the Code of Virginia

---

This Agreement, made as of the 1st day of July, 2001, by the VIRGINIA

DEPARTMENT OF FIRE PROGRAMS (the " Agency") and the VIRGINIA  
LOCALITY noted

below (the "Receiving Locality"), governs the distribution and use of the FY 2002 Fire Programs Fund (the "Fund"), as provided for in Section 38.2-401 of the Code of Virginia as amended (the "Code").

WHEREAS, Section 38.2-401 of the Code requires the Agency to administer the Fund under the Policies for the Administration of the Fire Programs Fund (the "Policies") established by Virginia Fire Services Board (the "Board"); and

WHEREAS, Section 38.2-401 of the Code provides that the Fund is to be allocated to the several eligible counties, cities, and incorporated towns of the Commonwealth providing fire service operations to be used for the improvement of volunteer and career fire services in each of the Receiving Localities; and

WHEREAS, Section 38.2-401 of the Code provides that funds allocated to the Receiving Locality shall not be used directly or indirectly to supplant or replace any other funds appropriated by the counties, cities, and towns for fire service operations; and

WHEREAS, Section 38.2-401 of the Code provides that funds allocated to the Receiving Locality shall be used solely for the purposes of training volunteer or career fire fighting personnel; funding fire prevention and public safety education programs; constructing, improving and expanding regional or local fire service training facilities; or for purchasing personal protective equipment, vehicles, equipment and supplies for use in the receiving locality

specifically for fire service purposes; and other uses as may be specified in the Code, as amended from time to time, or in the Policies as revised from time to time;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants

herein set forth, the parties hereto agree as follows:

1. Representations of the Agency. The Agency represents to the Receiving Locality that the Agency is duly organized and the Executive Director duly appointed by the Governor and confirmed by the General Assembly as provided in Section 9.154 of the Code, and that the Executive Director or Designee is duly authorized to enter into this agreement.

2. Representations of the Receiving Locality. The Receiving Locality represents to the Agency that (a) its authorized representative whose signature appears below has read and understands the referenced sections of the Code and the Policies adopted there under, as amended from time to time, which are hereby incorporated into the Agreement by reference in their entirety; (b) it agrees to comply with all applicable provisions of the Code and the Policies; and

(c) it is duly authorized to execute this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

3. Receipt of Funds. The Receiving Locality agrees that upon receipt of its allocation or distribution of the Fund, as determined in accordance with Section 4.1-116 and 117 of the Code, as amended, it hereby agrees pursuant to the provisions of paragraph 2 above that the use of such funds shall be governed by Section 38.2-401 of the Code and the Policies, as amended.

4. Reporting of Expenditures. The Receiving Locality agrees to provide to the Agency by July 31 of each year, an annual report on all expenditures of the Fund made during the preceding twelve-month reporting period (July 1 through June 30) and a certification that such funds were spent in accordance with both Section 38.2-401 of the Code and the Policies. Failure to submit an accurate and complete report within the specified time shall be cause for withholding the next year's distribution.

5. Audits. The Receiving Locality shall be responsible for the preparation and maintenance of proper records, and agrees to retain all books, records and other documents relative to the expenditure of the Fund for five years from the signature date of the annual report noted in paragraph 4. The Agency, its authorized agents and/or State auditors shall have full access to and the right to audit any of these records during the above-referenced period.



6. Availability of Funds. It is understood and agreed among the parties hereto that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of this Agreement.

7. Merger. This writing constitutes the entire Agreement between the parties, supersedes any existing agreement or understanding among the parties hereto relative to the matters contained herein, and may be modified only by written amendment executed by all parties hereto.

8. Governing Law. This Agreement shall in all respects be governed by the laws of the Commonwealth of Virginia without regard to the legislative or judicial conflict of laws rules of any state.

9. Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Agreement void or unenforceable.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

11. Headings. All section headings contained herein are for clarifications and convenience of reference only and are not intended to limit the scope of any provision of this Agreement.

12. Notices. When any written notice or report is required or may be given hereunder, it will be deemed sufficient if the party giving such notice, request, or report delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. All notices, requests, demands or reports delivered by mail or by hand will be deemed to have

been given when received by any party hereto at the following address:

Receiving Locality: Such office or mailing address as stated on the Notification of Address Form attached hereto or to such other address of which the Receiving Locality has notified the other parties hereto in writing.

Agency: Virginia Department of Fire Programs

James Monroe Building

101 North 14th Street, 18th Floor

Richmond, V A 23219-3684

or such other address of which the Agency has notified the Receiving Locality in writing.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the date first written above, intending to be bound thereby.

VIRGINIA DEPARTMENT OF FIRE PROGRAMS

BY: \_\_\_\_\_

Virginia Department of Fire Programs      Date

RECEIVING LOCALITY

\_\_\_\_\_

Name of Locality

BY: \_\_\_\_\_

Authorized Officer

Date

\_\_\_\_\_

Name

Title

\_\_\_\_\_

NOTIFICATION OF ADDRESS

(RECEIVING LOCALITY)

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves payment of end of fiscal year salaries on June 21, 2001.

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The following Board items are continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable Franchise in Smyth County.
3. Petition for sewer service from J. W. Cumbow and other businesses in the Atkins area. (Water/Sewer Committee)
4. Matter of adoption of a resolution concerning Statewide Mutual Aid for Emergency Management.
5. Matter of installation of a 6" water line on Rocky Hollow Road.
6. Insurance/Budget Committee recommendation concerning a Wellness Program. (County Attorney and Insurance Committee)
7. Appointments:

## **Youth Services Advisory Board**

Royal Oak – Kelly Owens

Park – Nina Crabtree

Northfork – Chris Snider

Member At Large – Scott Plummer

## **Rye Valley Water Authority**

Carl Parsons, Jr.

Southwest Virginia Community Corrections (Expires 10-31=01)

-

Roy F. Evans, Jr.

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Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously carried, Charles Overbay is reappointed a member of the Wytheville Community College for a term of office beginning upon his qualification and expiring 6-30-05.

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Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, Clarence F. Smith is reappointed a member of the Smyth County Industrial Development Authority for a term of office beginning upon his qualification and expiring 6-30-05.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, Roger C. Sturgill is reappointed a member of the Southwest Virginia Farmers Market Advisory Board for a term of office beginning upon his qualification and expiring 9-30-05.

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Upon motion of Mr. Roberts, seconded by Mr. Bishop, and unanimously carried, Henry C. Everhart is reappointed a member of the National Disability Organization Community Representation for a term of office beginning upon his qualification and expiring 7-30-05.

-----

Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried, Sue Clear (Parent Provider Representative) and Penny Dixon (Private Provider Representative), each is reappointed as a member of the Community Policy Management Team for a term of office beginning upon their qualifications and expiring 6-30-05.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, J. S. Staley, Jr. is reappointed a member of the Marion Downtown Revitalization Association, Inc. for a term of office beginning upon his qualification and expiring

6-30-2002.

-----

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried,  
BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following  
resolution:

RESOLUTION PROVIDING FOR THE IMPLEMENTATION OF THE  
COMPREHENSIVE COMMUNITY CORRECTIONS ACT (CCCA) AND THE  
PRETRIAL SERVICES ACT (PSA), ESTABLISHMENT OF THE SOUTHWEST  
VIRGINIA COMMUNITY CRIMINAL JUSTICE BOARD, AND PROVISION  
FOR JOINT EXERCISE OF POWERS.

WHEREAS, the Virginia General Assembly has adopted legislation entitled the  
Comprehensive Community Corrections Act for Local Responsible Offenders (Sections  
53.1-180 et seq. of the Code of Virginia) and the Pretrial Services Act (Sections 19.2-152  
et seq. of the Code of Virginia), both of which were effective July 1, 1995: and

WHEREAS, Section 53.1-82.1 of the Code of Virginia requires that the Counties of  
Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the Cities  
of Bristol and Norton, submit a Community Based Corrections Plan in order to receive  
reimbursement for eligible costs of jail construction; and

WHEREAS, the Comprehensive Community Corrections Act and the Pretrial Services  
Act both mandate that any locality required to submit a Community Based Corrections  
Plan is therefore further required to establish Community Corrections Programs and  
Pretrial Services; and

WHEREAS, the Southwest Virginia Community Corrections Program has previously served the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the Cities of Bristol and Norton, and provided the judicial system with sentencing alternatives for certain misdemeanants and persons convicted of non-violent felonies; and

WHEREAS, the Southwest Virginia Pretrial Program will provide the judicial system with Pretrial Services to these same localities; and

WHEREAS, if the City of Bristol elects to participate in Pretrial Services, the Southwest Virginia Pretrial Program will provide such services;

WHEREAS, Sections 53.1-183 and 19.2-152.5 of the Code of Virginia require that each county and city participating in Community Corrections Programs establish a Community Criminal Justice Board, and in the case of multi-jurisdictional efforts, that each jurisdiction mutually agree upon the appointments to said Board; and

WHEREAS, the establishment of a multi-jurisdictional Community Criminal Justice

Board will result in a reduction in administrative costs to each locality, an increase in funding priorities and available grant dollars, promote efficiency in offender supervision.

NOW, THEREFORE, BE IT RESOLVED BY THE SMYTH COUNTY BOARD OF SUPERVISORS that the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the Cities of Bristol and Norton, implement the Comprehensive Community Corrections Act for Local Responsible Offenders and the Pretrial Services Program, and that Southwest Virginia Community Corrections and Pretrial Services Program be responsible for said implementation; and

BE IT FURTHER RESOLVED that the Southwest Virginia Community Criminal Justice



Board be established and that the following individuals be hereby appointed to said Board pursuant to Section 53.1-183 of the Code of Virginia:

1. A Circuit Court Judge, as agreed upon by the Chief Judges of the 28th, 29th, and 30<sup>th</sup> Judicial Circuits.
2. A General District Court Judge, as agreed upon by the Chief Judges of the 28th, 29th, and 30th Judicial Circuits.
3. A Juvenile and Domestic Relations Court Judge, as agreed upon by the Chief Judges of the 28th, 29th, and 30th Judicial Districts.
4. A Commonwealth's Attorney of one of the participating localities to represent the Commonwealth's Attorneys.
5. A Sheriff from one of the participating localities.
6. A Chief Magistrate as agreed upon by the Chief Magistrates of the 28th, 29th, and 30<sup>th</sup> Judicial Districts.
7. A Chief of Police or Sheriff in a jurisdiction not served by a police department of one of the participating localities to represent law enforcement.
8. A representative of the Community Services Boards, which serve the participating localities.
9. An Attorney experienced in the defense of criminal matters, which is a member of the Bar Association of one of the participating localities.
10. A representative of local education in the participating localities.
11. A person appointed by each governing body to represent the governing body.
12. A Sheriff or Regional Jail Administrator who is responsible for jails which serve the participating localities.

BE IT FINALLY RESOLVED that this Resolution provides for a joint exercise of powers (15.2-1300) Code of Virginia, which will serve as documentation of a regional program service agreement between the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the Cities of Bristol and Norton, and that the County of Wise will act as the administrative and fiscal agent for the Southwest Virginia Community Corrections and Pretrial Services Program. The parties rights of withdraw are

governed by 53.1-184 of the code. Otherwise, this agreement will remain in effect from year to year unless terminated by unanimous agreement of all participating governing bodies.

IN WITNESS WHEREOF, the foregoing was adopted by the Board of Supervisors of the County of Smyth, Virginia on \_\_\_\_\_ .

\_\_\_\_\_, Chairman

Smyth County Board of Supervisors

- - - - -

Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried,  
BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following  
Smyth County School Budgets for fiscal year 2001- 2002 as advertised and amended:

Operations	\$34,446,642.00
Capital Outlay & School Debt	\$ 3,008,465.00
Textbook	\$ 352,299.00

Vote: 7 Yea

0 Nay

- - - - -

Pursuant to notice duly published in a local newspaper, the Board proceed to conduct a public hearing pursuant to Section 15.2-2108 of the Code of Virginia, an ordinance granting a franchise for the provision of television cable service to an area of Smyth County that encompasses the areas of Atkins, the Cedars, Route 16 South of the Town of Marion, and other areas presently served, and which may, be expanded coverage, to be served in the future by the Southwest Virginia Cable, Inc. (d/b/a/ Adelphia). This franchise is proposed to be awarded for a period of fifteen (15) years; requires the payment of monthly franchise fees; provides for service to certain community facilities, including schools, volunteer fire fighting and rescue squad facilities; and provides for support and interconnection for a public access channel in the areas of the county covered by the proposed franchise.

No one appeared to speak for or against said proposed ordinance.

The Chairman declared the public hearing closed.

- - - - -

Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following TV Cable franchise with Adelphia Cable:

#### CABLE TELEVISION FRANCHISE AGREEMENT

BETWEEN  
SMYTH COUNTY, VIRGINIA  
AND  
SOUTHWEST VIRGINIA CABLE, INC.

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CABLE TELEVISION FRANCHISE AGREEMENT

BETWEEN

SMYTH COUNTY, VIRGINIA

AND

SOUTHWEST VIRGINIA CABLE, INC.

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement" or "Agreement") is entered into by and between Smyth County, Virginia ("County" or "Franchising Authority"), and Southwest Virginia Cable, Inc. d/b/a Adelphia Cable Communications, a Virginia corporation ("Adelphia" or "Grantee") as of the -day of May, 2001 (the "Effective Date").

WHEREAS, Adelphia has asked the County to renew Adelphia's nonexclusive franchise to own, construct, maintain and operate a Cable System in the County; and

WHEREAS, the construction, maintenance and operation of such a system involves the occupation of and placement of private commercial facilities along, under, over, above, through or across the Public Rights-of-Way or public land within the County; and

WHEREAS, based on Adelphia's representations in this Franchise Agreement, the County Board of Supervisors has determined that, subject to the terms and conditions set forth herein, the grant of a new nonexclusive franchise to Adelphia is consistent with the public interest; and

WHEREAS, the County and Adelphia have reached agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the County's grant of a new Franchise to Adelphia; Adelphia's promise to provide Cable Service to residents of the County

pursuant to and consistent with the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged;

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Section I

Definition of Terms

1. Definitions. As used in this Franchise Agreement, the following terms have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number, and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive.

A. "Affiliate" shall mean any person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

B. "Basic Cable Service" shall mean the lowest priced tier of service that includes the retransmission of local broadcast television signals.

C. "Cable Act" shall mean the Cable Communications Policy Act of 1984, Pub. L. No.98-549, 98 Stat. 2779 (1984) as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (codified at 47 U.S.C. § 521 et seq.), and any amendments thereto.

D. "Cable Service" shall mean (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. "Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service, which includes video programming, and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier, which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system. (Other than for purposes of 47 U.S.C. §§ 541(c)) to the extent such facility " is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with 47 U.S.C. §§ 573; or (e) any facilities of any electric utility used solely for operating its electric utility system.

F. "Channel" shall mean a portion of the electromagnetic frequency spectrum

that is used in Grantee's Cable System and that is capable of delivering a video signal as that term is defined by the FCC as of the Effective Date of this Agreement.

G. "County" shall mean Smyth County, Virginia.

H. "Federal Communications Commission" or "FCC" shall mean that Federal agency as presently constituted by the Communications Act of 1934, as amended, its designee, or any successor agency.

I. "Franchise" shall mean the franchise granted pursuant to this Agreement.

J. "Franchise Area" shall mean the land within the Franchising Authority's boundaries as described in Section 2.2 of this Agreement for which Grantee is granted a franchise to provide Cable Service.

K. "Franchising Authority" shall mean Smyth County, Virginia or the lawful successor or assignee thereof.

L. "Grantee" shall mean Southwest Virginia Cable, Inc., d/b/a Adelphia Cable Communications, a corporation organized and existing under the laws of the State of Delaware, and its lawful and authorized successors, assigns, and transferees.

M. "Grantee's Cable System" shall mean the Cable System of Grantee in the County.

N. "Gross Revenues" shall mean any revenue derived directly or indirectly by Grantee or any of its affiliates from the operation of Grantee's Cable System to provide Cable Services in the County including but not limited to, all subscriber service fees whether for Basic Cable Service, premium or other optional service, or pay-per-view or other subscriber fees; equipment or installation fees or rentals; advertising revenues; home shopping. . revenues, and fees received from Subscribers for the provision of Internet services, to the extent permitted by applicable law, except as hereinafter specifically excluded. Gross revenues shall not include: (1) unrecovered bad debt; (2) subscriber deposits, refunds and credits made to subscribers; and (3) any taxes imposed on the services furnished by Grantee, which are imposed directly on the Subscriber or user by the Commonwealth of Virginia, the County, Town, or other governmental unit and which are collected by Grantee on behalf of that governmental unit. A Franchise fee is not such a tax.

O. "Person" shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity or any lawful successor thereto or transferee thereof, but such term does not include the County.



P. "Public Rights-of-Way" shall mean the surface, the air space above the surface, and area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, dock, bulkhead, pier, public water or public easements, or other public way within the Franchise Area, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System.

Q. "Subscriber" shall mean a Person who lawfully receives Grantee's Cable Service from Grantee's Cable System with Grantee's express permission.

R. "Town" shall mean the Town of Marion, Virginia.

## Section 2

### Grant of Authority; Limits and Reservations

2.1. Grant of Authority; Subject to the terms and conditions of this Agreement, the County hereby grants Grantee the right to own, install, construct, reconstruct, operate, maintain, dismantle, test, upgrade, repair, use and remove a Cable System along, under, over, above, through or across or in any manner connected with the Public Rights-of-Way or public land within the Franchise Area, for the purpose of providing Cable Service. The consideration provided by Grantee under this Agreement shall be the only consideration due or required from Grantee to the County for the right to use and occupy the Public Rights-of-Way and public land. Grantee shall be deemed to gain only those rights to use that are within the County's power to allow. No privilege or power of eminent domain is bestowed by this grant or by this Agreement. This Agreement does not

confer any rights other than as expressly provided herein or as implied under federal, state or local law.

2.2. Franchise Area. Grantee is granted a franchise to build its Cable System and provide Cable Service within the Franchising Authority's boundaries exclusive of any territory within any incorporated town within the County (the "Franchise Area").

2.3. Term. The Franchise and this Franchise Agreement shall extend for a term of fifteen years, commencing on the Effective Date as provided below, unless the Franchise is earlier revoked as provided herein, or unless the Franchise is renewed or extended by mutual agreement.

2.4. Grant Not Exclusive. The Franchise and the right it grants to use and occupy the Public Rights-of- Way and public land shall not be exclusive. The County reserves the right to grant other franchises, as consistent with state and federal law, for other uses of the Public Rights-of-Way.

2.5. Franchise Agreement Subject to Exercise of Police Powers. All rights and privileges granted herein are subject to the exercise of the police powers of the County and its rights under applicable laws and regulations to reasonably exercise its police powers to their full extent and to regulate Grantee and the construction, operation and maintenance of Grantee's Cable System, including, but not limited to, the right to adopt and enforce additional ordinances and regulations as the County shall find necessary in the exercise of its police powers, the right to adopt and enforce applicable zoning, building, permitting and safety ordinances and regulations.

2.6. Effective Date. This Franchise Agreement shall become effective upon its acceptance by Grantee after approval by the County Board of Supervisors following advertisement and public hearing as provided by law, the date of which acceptance shall

be entered at the beginning of this Franchise Agreement as the Effective Date.

2.7. Effect of Acceptance. By accepting the Franchise and executing this Franchise Agreement, Grantee: (1) acknowledges and accepts the County's legal right to grant the Franchise, to enter into this Franchise Agreement; and (2) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law.

2.8. No Waiver. The failure of the County on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the County, nor to excuse Grantee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the County Administrator.

2.9. Amendment of Franchise Agreement. This Agreement may only be amended by mutual written consent of the County and Grantee.

### Section 3

#### Transfers

Transfer or Change of Control of Franchise. This Franchise shall not be sold, assigned or transferred without the approval of the County Board of Supervisors. Prior to any change in ownership or control of Grantee, Grantee must notify the County and obtain written consent authorized by County Board of Supervisors such consent not to be unreasonably withheld. The procedures for such notice and the basis for consent shall be subject to the requirements of federal and state laws only to the extent any such requirements exist. Grantee

shall pay the County's reasonable costs incurred in connection with reviewing any such transfer of ownership or control. For purposes of this Section 3, no consent shall be required when the assignment or transfer is to an entity owned, managed, or controlled by Adelphia Communications Corporation, any of its subsidiaries, or John J. Rigas or any member of his immediate family so long as the company continues to be managed by

Adelphia Communications Corporation or any of its subsidiaries or affiliates, or the assets or stock of the

Company is transferred to a financial institution in trust, mortgage or other hypothecation as a whole or in part as security for refinancing purposes. Nothing in this Section 3 shall be construed as a waiver of Section 617 of the Communications Act, 47 U.S.C. § 537.

## Section 4

### Provision of Cable Service

4.1. Availability of Cable Service. Grantee shall make Cable Service available to all residences, businesses and other structures within the Franchise Area, including multiple dwelling unit buildings, whose owners or occupants request Cable Service, except for multiple dwelling unit buildings and other locations to which Grantee cannot legally obtain access; provided, however, that Grantee may refuse to provide Cable Service (i) when its prior service,

payment, or theft of service history with a Person has been unfavorable or, (ii) when there are less than 15 single-family residences or dwelling units per cable mile or (iii) when the territory is currently being served by any other Cable System. Notwithstanding the foregoing, Grantee may require a contribution in aid of construction for the installation of a Nonstandard Service Drop as

long as such charges are assessed on a nondiscriminatory basis. For purpose of this Section, a nonstandard service drop is one in excess of 150 feet from Grantee's cable line.

4.2. Continuity of Service. Grantee shall operate Grantee's Cable System pursuant to this Franchise without interruption, except as otherwise provided in this Franchise Agreement. Following the expiration of its Franchise, Grantee shall operate the Cable System for a temporary period as necessary to maintain service to Subscribers. In the event this Franchise is not renewed, Grantee shall cooperate with the County to assure an orderly transition from it to

the County or another cable operator (the "Transition Period").

4.2.1 During the Transition Period, Grantee shall not make any administrative

or operational change that would tend to degrade the quality of service to Subscribers, or decrease Gross Revenues without the express permission, in writing, of the County or its assigns.

4.2.2 The Transition Period shall be no longer than the reasonable period

required to arrange for an orderly transfer of Cable Service to the County or to another cable operator, unless mutually agreed to by Grantee and the County. During the Transition Period, Grantee and the County will continue to be obligated to comply with the terms and conditions of this Agreement and applicable laws and regulations.

4.2.3 If Grantee abandons Grantee's Cable System during the Franchise term, or

fails to operate Grantee IS Cable System in accordance with the terms of this Agreement during any Transition Period, the County, at its option, may operate Grantee's Cable System, designate another entity to operate Grantee's Cable System temporarily until Grantee restores service under conditions acceptable to the County or until the Franchise is revoked and a new grantee selected

by the County is providing service, or obtain an injunction requiring Grantee to continue operations.

## Section 5

### Construction and Maintenance. and Location and Relocation

#### of Cable System

5.1 Location and placement of facilities.

5.1.1 Grantee shall not place, or cause to be placed, poles, wires, conduit or

other transmission and distribution structures and equipment in such a manner as to

interfere with the safety, rights or reasonable convenience of adjoining property owners, or with any water, sewer, gas, electric, telephone or other Cable System fixtures or property. In the event

Grantee's Cable System creates a hazardous or unsafe conditions or an unreasonable interference with property, Grantee, at its own expense, and at no additional cost to an affected property owner or the County, and upon request by the County shall remove or relocate its Cable System or any part thereof.

5.1.2 In the event any existing or future electric, telecommunications, or Cable

System facilities are located or relocated underground within a Public Rights-of-Way, Grantee shall locate or relocate its facilities underground at Grantee's expense- Absent extraordinary circumstances or undue hardship as determined by the County, if portions of Grantee's existing Cable System are to be relocated underground, such relocation shall be made concurrently with the relocation of other utility facilities to minimize the disruption of the Public Rights-of-Way.

5.1.3 If Grantee has permission to install its facilities overhead; it shall install such facilities on existing or replacement utility poles where possible. Where an existing pole is not tall enough to attach additional facilities to it, Grantee shall work with the owner of the existing pole to replace such pole with a taller pole where feasible and appropriate under industry standards so that the additional facilities can be attached to the taller replacement pole.

5.2 Safety Requirements; Construction and Maintenance Standards.

5.2.1 Grantee's Cable System shall be located, installed, constructed, replaced,

removed, maintained and operated in accordance with good engineering practices performed by experienced maintenance and construction personnel. All construction practices shall be in accordance with federal, state and local statutes, ordinances and regulations including but not limited to standards set by the FCC, the National Electrical Code and the National Electric Safety

Code.

5.2.2 Grantee shall maintain its facilities in good and safe condition and in a

manner that complies with all applicable federal, state and local laws and regulations and with industry standards. Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents, which are likely to cause damages, injuries or nuisances to the public.

5.3 Permit Required. No construction, upgrade, rebuild, reconstruction,

maintenance, relocation or removal of Grantee's Cable System, or any part thereof, within Public Rights-of-Ways or public land shall be commenced unless Grantee has obtained any permits as required in accordance with then existing local or state laws.

Notwithstanding the foregoing, in case of emergency, Grantee may carry out such work to the extent necessary pending issuance of

such permits as long as Grantee acts to secure such permits as soon as possible. County shall assist Grantee in obtaining all necessary permits from the Commonwealth of Virginia or the County, but nothing in this Agreement shall be construed as a representation, or guarantee by the County that any permit or other authorization required under any law for the construction or installation of Grantee's Cable System shall be issued.

5.4 Restoration of Public Rights-of-Way. If during the course of Grantee's

construction, operation or maintenance of its Cable System there occurs a disturbance of any Public Rights-of- Way by Grantee, Grantee shall, at its own cost, replace and restore such. Public Rights-of-Way to a condition comparable to the condition of the Public Rights-of-Way existing

immediately prior to such disturbance.

5.5 Trimming of Trees and Shrubbery. Grantee may trim trees or other natural

growth located on the Public Rights-of-Way overhanging any of its Cable System in the County so as to prevent branches from coming in contact with Grantee IS wires, cables, or other equipment. Any tree trimming should be done in such a manner so as not to damage the health of the tree and in a manner, which is as aesthetically pleasing as possible. Grantee shall reasonably compensate the County for any damages caused by such trimming, or may, in its sole discretion and at its own cost and expense reasonably replace all trees or shrubs damaged as a result of any construction of the Cable System

undertaken by Grantee. Grantee shall comply with any other local laws or policies relative to trimming trees or other natural growth in the Public Rights-of-Way.

5.6 Relocation of Facilities. Upon Grantee's receipt of reasonable advance written notice, Grantee shall, at its expense, protect, support, temporarily disconnect, or temporarily or permanently relocate any of Grantee's poles, wires, cables, manholes, or other facilities located within the Public Rights-of-Way when lawfully required by the County or the Commonwealth of Virginia by reason of traffic conditions, public safety, street abandonment, sidewalk and street construction, change or establishment of street grade, installation of sewers, drains, electrical facilities, gas or water pipes, or any other type of structures or improvements by the County or other governmental entity .The foregoing does not negate the right of the Grantee to obtain any reimbursement that may be available from the state or federal government.

5.7 Relocation at Request of Third Party. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over public streets, upon ten business days notice by the Grantor to Grantee, Grantee shall move, at

the expense of the person requesting the temporary removal, such of its facilities as may be required to facilitate such movements. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities results

in temporary service disruptions.

## Section 6

### System Facilities. Equipment and Services

6.1 System Characteristics. Grantee's Cable System shall have at least the following characteristics:

(1) Within one year of the Effective Date of this Agreement, Grantee shall rebuild or upgrade its cable system to a capacity of 750 MHz, including



digital capacity. The system shall be two-way capable and designed to support both analog and digital transmission.

(2) Within two years of the Effective Date of this Agreement, Grantee shall add and operate such equipment and facilities as needed such that Grantee's Cable System is two-way activated throughout Grantee's entire Cable System.

(3) Grantee shall provide standby and backup power, as a minimum, at the Walker Mountain Reception Site, the head end, and the transmission path between the Walker Mountain Reception Site and the Head end which shall be capable of providing all emergency electrical power for at least 24 hours.

(4) Grantee's Cable System shall be constructed of facilities and equipment of good and durable quality, generally used in high-quality, reliable systems;

(5) Grantee's Cable System shall, at a minimum, conform to all applicable FCC technical performance standards, as amended from time to time, and that conforms in all material respects to applicable sections of the Occupational Safety and Health Administration (OSHA) Safety and Health Standards; National Electrical Code; National Electrical Safety Code; and National Cable Television Association Standards of

Good Engineering Practices, and any applicable federal, state, or local rules and regulations;

(6) All facilities and equipment shall be designed to be capable of continuous 24-hour daily operation in accordance with FCC standards except as caused by a force majeure condition;

(7) All facilities and equipment shall be designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off -the-air signals by a Subscriber; and

(8) The utilization and placement of facilities and equipment shall eliminate Co-channel interference and "ghosting" consistent with FCC Technical Standard § 76.605.

6.2 Number of Channels; Subscriber Survey. Within one year of the Effective

Date of this Agreement, Grantee shall have and maintain a minimum of 50 activated channels of programming.

Annually during the term of this Agreement, Grantee, upon request from the County, shall conduct a marketing survey of its Subscribers to determine their programming interests. Such survey may be conducted by bill message or bill insert. Grantee shall endeavor to comply with such programming requests, which it considers to be economically feasible.

6.3 Interconnection. Within 18 months of the Effective Date of this Agreement,

Grantee shall over lash its system with an energized fiber optic cable from the Grantee's head end to a demarcation point, which demarcation point is the Grantee's closest existing node to the County's other Cable System operator. The County's other Cable System operator shall be permitted to interconnect with said energized fiber optic cable for the purpose of providing all of

the County subscribers with access to the Town of Marion PEG programming, which the Grantee currently provides to its subscribers.

6.4 Emergency Alert System. Grantee will comply with the FCC's Emergency Alert System requirements throughout the term of this Franchise.

6.5 Home Wiring. Grantee shall comply with all applicable FCC requirements, including any notice requirements, with respect to home wiring. Grantee may require a reasonable indemnity and release of liability in favor of Grantee from a Subscriber for wiring that is installed by such Subscriber.

6.6 Rates and Changes. County may regulate Grantee's rates for Cable Service to the extent and in the manner provided by federal and state law.

6.7 Periodic Performance Evaluation. For the purpose of enforcing the Franchise Agreement, the County may, in its discretion and at its sole cost, with prior written notice to Grantee, conduct a "system compliance and technical survey" which may include:

(A) Signal tests at a variety of test locations within the Franchise Area as selected by the County and observed by the County;

(B) A review of Grantee's operating procedures and performance over the past year, including trouble call summaries, Subscriber complaints received by the County and Grantee, and telephone access statistics; and

(C) An investigation and review of Grantee's overall compliance with the terms and conditions of this Franchise Agreement.

The County may utilize an independent consultant for the system survey and Grantee shall cooperate with the County's agent or its consultant in preparation for and during the survey. Grantee will have the opportunity for an authorized representative to accompany and observe all signal testing and investigations conducted by the County's agent or consultant in connection with a "system compliance and technical survey" as described therein.

## Section 7

### Channels and Facilities for Public, Educational and Governmental Use

7.1. Access Channel For Public, Educational or Government Use. It is the

County's current intent to work with the Town of Marion to share use of the Town's Public, Educational, and Governmental (PEG) Access Channel. If however, the County determines that it is in the County's best interest and the best interest of its citizens to have a separate PEG Channel, within 90 days from the written request of the County, Grantee shall make available for use by the Grantor without charge one activated channel for non-commercial public, educational, and governmental (PEG) access programming to be utilized under the guidelines established by the County. The County or its designee shall administer the programming offered on this channel. If such channel is requested, Grantee shall provide at its expense a television

programming transmission link from the PEG channel office designated by the County (as long as such office is located within 150 feet of Grantee's existing cable plant), to Grantee's Cable System head end with all necessary transmission and terminal equipment. At the head end, the transmission link shall interface with the Cable System. All such transmission link(s) provided for herein shall be designed and maintained to meet EWrIA-250C Electrical Performance

Standards for Television Transmission short haul standards for television signal transmissions.

If the County requests a relocation from the original transmission sites designated herein, the cost of such relocation shall be borne by the County.

7.1.1 The County acknowledges that under FCC rules certain external costs, including the PEG Access costs described herein, are eligible for "pass through" to the Subscribers.

7.1.2 The County agrees not to use its designated governmental or educational access channel to provide commercial or revenue-generating services that may compete with services provided by Grantee, provided, however, that the County may recoup the cost of programming and may cablecast acknowledgments of funding sources and the recoupment or underwriting of programming costs.

7.2 Carriage of PEG Programming. If a PEG Channel is requested as provided for in Section 7.1 above, such channel shall be delivered over Grantee's Cable System to Subscribers in the same manner and with transmission quality the same as, or better than, the transmission quality of any other channel on Basic Cable Service. All PEG programming shall be carried on Grantee's Basic Cable Service tier.

7.3 PEG Capital Support. Within 90 days from the Effective Date of this Agreement, Grantee shall provide \$15,000 of support for PEG Access within the community. The Franchising Authority or its designee shall be responsible for installing, operating, maintaining and replacing any PEG equipment purchased with this support. Such support shall not be separately identified on Subscriber bills.

7.4 Certain Facilities to Receive Free Connections. Grantee shall, upon request by the County Administrator, provide at no charge to the County, one outlet standard installation drop and one converter (if necessary) as well as Basic Cable Service to each fire station, rescue squad station, public elementary and secondary school, police station, County administration building and public library, each PEG facility designated pursuant to Section 7.1, and any building owned or each building occupied by the County. Grantee shall not be required to extend any such drop more than one hundred fifty (150) feet from the Cable System unless the expense of such additional extension is borne by the County or the institution being served; provided, however, the County will not be required to pay any additional installation cost for extending a drop to the County administration building, such cost shall be borne by Grantee.

Upon written request by the County Administrator, the facility designated shall receive within 30 days of the request, a free connection (including the necessary internal wiring) to Grantee's Cable System, free Basic Cable Service (not including pay TV channels), and free maintenance of external drops. Such single drop may be internally extended by the governmental entity without cost to, or responsibility of, Grantee, subject to the condition that such internal distribution shall meet all FCC requirements relative to signal leakage. The County agrees to not unduly request more drops and equipment than it expects to actually use, and to periodically review their actual use to remove from service any not then needed. Grantee acknowledges that any of the costs it incurs as required by this Section 7 shall not be deducted from the franchise fee paid pursuant to Section 8.

## Section 8

### Franchise Fee

#### 8.1 Franchise Fee.

8.1.1 Amount. Grantee shall pay to the Grantor a franchise fee equal to five percent (5%) of Grantee IS Gross Revenues, as herein defined.

8.1.2 Payment Periods. Payments due the Grantor under this provision shall be due and payable quarterly. Such payments shall be made no later than 60 days following the end of each quarter.

8.2 Supporting Information. Each Franchise Fee payment shall be submitted with summary report reflecting the total amount of quarterly Gross Revenues received by Grantee for the immediately preceding payment period from its operations within the Franchise Area. Such report shall be certified true and correct by a financial representative of Grantee. The County shall have the right to reasonably require further supporting information.

8.3 Verification. Grantor shall have the right to inspect, upon two weeks written notice, during normal business hours at the System office such books, records and financial statements as reasonably necessary to monitor compliance with this Section 8.

8.4 Audit. The County shall have the right upon 30 days written notice to the Grantee, to verify by an audit conducted by an independent Certified Public Accountant of its own choosing, that Grantee has correctly reported Gross Revenues. Access during such audit shall be limited to Grantee's books and records reasonably relevant to the verification of Gross Revenues and computation of the Franchise Fee. Such audit shall be conducted no more than annually and the audit period shall not be any greater than the previous three years. If such audit discloses that Grantee's reporting of its Gross Revenues has been understated by three percent (3%) or more of the audit period, Grantee shall reimburse the County's reasonable expenses of such audit. Any undisputed amounts due to the County as a result of the audit shall be paid within 30 days following written notice to Grantee by the County of the underpayment, which notice shall include a copy of the audit report.

8.5 Interest and Penalty. In the event any Franchise Fee is not paid to the County on or before the date due, interest shall be charged from such due date at an annual rate of eight percent as set forth in Virginia Code § 6.1-330.53, as amended. In addition, failure of Grantee to make a timely payment (as defined in Virginia Code § 6.1-330.80) of any amount due to the County shall subject Grantee to an additional late charge of five percent of the amount due.

8.6 No Limitation on Taxing Authority. Nothing in this Agreement shall be construed to limit any authority of the County to impose any tax, fee, or assessment of general applicability. The Franchise Fee payments required by this Section shall be in addition to any and all taxes of a general nature or other fees or charges which Grantee shall be required to pay to the County or to any state or federal agency or authority, as required

herein or by law, all of which shall be separate and distinct obligations of Grantee.

8.7 Acceptance Fee. To offset the direct costs incurred by the County in granting this Franchise, Grantee shall pay to the County, at the time of accepting the County's Franchise, an acceptance fee of \$7,000. Such fee may be deducted by Grantee from the franchise fee in equal installments over a period of 60 months.

## Section 9

### Reports and Records

#### 9.1 Reports and Records; Right to Inspect.

9.1.1 Upon request, Grantee agrees to provide to the County Administrator copies of any petitions, applications, communications and reports submitted by Grantee to the FCC or any other regulatory commission or agency having jurisdiction in respect to any matters materially affecting construction, operation, or regulation of Grantee's Cable System or Cable Services within the Franchise Area. Copies of communications from the regulatory agencies to Grantee shall likewise be provided to the County Administrator, if so requested by the County Administrator.

9.1.2 The books and records of Grantee's operation within the Franchise Area shall be made available, during normal business hours, (9:00 a.m. to 5 :00 p.m. Monday through Friday) for inspection and audit by the County Administrator or his agent to determine Grantee's compliance with this Franchise Agreement. Such records shall include but not be limited to all of Grantee's engineering, financial, customer and service records relating to the property and operation of Grantee within the Franchise Area but shall not include personnel records or documents subject to attorney-client privilege.

9.1.3 Copies of Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent



Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as Grantee's policy in connection with its Subscribers shall be provided, upon request, to the County Administrator.

9.1.4 Grantee shall maintain for a period of three years, records of each Subscriber call made for purposes of making a complaint or requesting service or the installation or removal of facilities or equipment, the date of the call, the nature of the call, the dates of all efforts to resolve complaints, and the final disposition.

9.1.5 Upon written request by the County, Grantee shall provide to the County Administrator within 60 days a report, which shall included the following information: number of homes passed; number of cable plant miles; number of Subscribers for each type of Cable Service offered; the gross revenues from each revenue source attributable to the operations of Grantee within the County; and a summary of complaints, identifying both the number and nature of the complaints received and an explanation of their disposition, as such records are kept by Grantee. If any data in the report is derived from an allocation, the basis for such allocation shall be specified. These reports shall be certified as being correct by a responsible officer of the company and there shall be submitted along with them such other information as the County Board of Supervisors shall reasonably request. Any information that is deemed proprietary shall be available for inspection and review by a designated representative of the County at Grantee's local business office during normal business hours.

## 9.2 Records Required.

Grantee shall maintain, in accordance with its normal record retention policies, those records required to support the reports required by this Agreement, including but not limited to:

(1) Records of all complaints, for a period of three years. The term "complaints" as used herein and throughout this Agreement refers to complaints recorded through Grantee's normal procedures about any aspect of Grantee's Cable System or Grantee's operations, including, without limitation, complaints about employee courtesy. Complaints recorded

may not be limited to complaints requiring an employee service call.

(2) A current strand map or set of strand maps showing the location of all cable installed in the Public Ways. Upon request of the County, copies of strand maps will be provided to the County. Grantee shall maintain on file at Grantee's local business office for Grantor to review, a current "as built" map or set of "as built" maps drawn to scale showing the location of system and all equipment installed or in place in streets and other public places, exclusive of Subscriber service drops.

(3) Records of outages, indicating date, duration, street address and the estimated number of homes affected, and probable cause of outage for a period of three years.

(4) Records of service calls for repair and maintenance indicating the date of each call and the date service was provided, for a period of three years.

(5) Records of installation/reconnection and requests for service extension indicating date of request, and the date service was extended, for a period of three years.

(6) Records of all financial information necessary to calculate Gross Revenues and the Franchise Fee for a period of three years.

## Section 10

### Defense and Indemnification: Insurance.

10.1 Indemnification. Grantee agrees to defend, indemnify and save harmless the County, its board members, boards, commissions, agents and employees from and against any liability or claims for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death) or copyright infringement which arise out of the Grantee's construction, operation or maintenance of its Cable System. Indemnified expenses shall include, but not be limited to, all expenses- including attorneys' fees. The County shall notify the Grantee as soon as reasonably possible after it

reasonably becomes aware of a claim and aware that such claim was caused in whole or in part by the Grantee.

10.2 Insurance Requirements. Grantee shall maintain throughout the term of the Franchise, liability insurance or excess liability insurance insuring Grantee and fulfilling the indemnification outlined below in the minimum amounts of:

(1) One Million Dollars (\$1,000,000.00) for bodily injury or death to anyone person;

(2) Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from anyone accident;

(3) Three Million Dollars (\$3,000,000.00) for all other types of liability.

At the time of acceptance, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall name Grantor as additional insured and provide that the Grantor should be notified 30 days prior to any expiration or cancellation. The insurance contracts required shall be issued and maintained by companies authorized to do business in the Commonwealth of Virginia and having a rating of at least "A" by Best's Key Rating Guide. Such insurance shall be non-cancelable except upon 30 days prior written notice to the County .All insurance policies shall be available for review by the County, and the Grantee shall submit to the County certificates of insurance for each policy required herein.

10.3 No Limit of Liability. Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of Grantee or its subcontractors for damages under the Franchise Agreement or to excuse the faithful performance of obligations required by this Franchise Agreement, except to the extent that any monetary damages suffered by the County have been satisfied by a financial recovery under this Section or other provisions of this Franchise Agreement.

10.4. County to Assume No Liability. The County shall at no time be liable for any injury or damage occurring to any Person or property from any acts or omissions of Grantee in the construction, maintenance, use, operation or condition of Grantee's Cable System, to the extent that Grantee has responsibilities for such maintenance, use, operation or condition pursuant to this Agreement or applicable law. The County shall not and does not by reason of this Agreement assume any liability whatsoever of Grantee for injury to Persons or damage to property.

## Section 11

### Customer Service Standards

Attached to this Agreement as Attachment A and incorporated herein are customer service obligations currently promulgated by the FCC at 47 § 76;.309. Grantee agrees, at a minimum, to comply with the standards set forth in Attachment A. Should the FCC adopt more stringent customer service obligations during the term of this Franchise Agreement; Grantee agrees to comply with the more stringent obligations. In no event shall Grantee's obligations for customer standards be less than those set forth in Attachment A.

## Section 12

### Performance Guarantees and Remedies

#### 12.1 Performance Bond.

12.1.1 Within 30 days following the request of the County Administrator, Grantee shall obtain and maintain during the remaining term of the Franchise, including any Transition Period as provided in Section 4, a non-cancelable performance bond in the County's favor in the amount of

\$25,000, to ensure Grantee's faithful performance of its obligations under this Agreement.

12.1.2 The performance bond shall provide that there shall be recoverable by the County from the principal and surety, any and all fines and penalties due to the County and any and all damages, losses, costs, and expenses suffered or incurred by the County resulting from the failure of Grantee to faithfully comply with the material provisions of this Agreement, or to pay any claims, taxes or liens due the County. Such losses, costs and expenses shall include but not be limited to reasonable attorney's fees and other associated expenses. The total amount of the performance bond required by this Agreement shall be forfeited in favor of the County in the event:

(i) Grantee abandons Grantee IS Cable System at any time during the term of its Franchise or any extension thereto; or (ii) Grantee carries out a Transfer in a manner inconsistent with Section 3 of this Agreement.

12.1.3 The performance bond shall be issued by a surety with an "A" or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition; shall be in a form satisfactory to the County Attorney; and shall be subject to the approval of the County. Such performance bond shall provide that it may not be canceled or allowed to lapse, until at least thirty days after receipt by the County, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to

renew.

12.2 Reduction of Bond and Right to Require Additional or Other Bonds. The amount of the bond may be reduced but any such reduction shall be without prejudice to the County's right to require the full bond at any time thereafter. The County shall have the right, at any time that it reasonably deems itself insecure, to require that any bond be replaced by such other bond as the County may reasonably require, notwithstanding the fact that the County may have indicated its acceptance or approval of any bond(s) submitted with this Agreement. The County's right to require a Performance Bond as provided for in this Section is in addition to the County's authority to require any other performance bond or surety as provided for in the County Code.

12.3 Liquidated Damages. Because Grantee's failure to comply with provisions of the Franchise and this Franchise Agreement will result in injury to the County, and because it will be difficult to estimate the extent of such injury, the County and Grantee agree to the following liquidated damages to be effective during the term of the Franchise for the following violations of the Franchise and of this Agreement occurring with respect to the County and County Subscribers, which represent both parties' best estimate of the damages resulting from the specified violation. Such damages shall not be a substitute for actual performance by Grantee of a financial payment, but shall be in addition to any such actual performance. The County Administrator shall have the authority to waive or reduce the liquidated damage amounts herein for good cause. Cure periods listed below shall begin to run at the time Grantee is notified in writing of a violation by the County. Prior to sending a notice in writing, the County Administrator shall first informally discuss the matter with Grantee. The remedy of liquidated damages, as set forth in this Section is distinct from the remedy of revocation of the Franchise as set forth in Section 13 of this Agreement.

(1) For failure by Grantee to substantially comply with the upgrade schedule specified in Section 6.1: \$200/day for each day the violation continues after a thirty-day cure period, if Grantee has not undertaken substantial corrective action to cure the violation within that thirty-day period;

(2) For failure to file, obtain or maintain the performance bond, if required, pursuant to Section 12.1 in a timely fashion: \$200 per day for each day the violation continues after a thirty-day cure period;

(3) For failure to provide to the County information, reports, or filings lawfully required under the Franchise Agreement by the County: \$100/day for each day the violation continues after a thirty-day cure period; and

(4) For violation of technical standards established by the FCC or other lawful authority: \$100 per day for each day the violation continues after a thirty-day cure period after the County gives Grantee written notice of such violation.

(5) For failure to meet any specific customer service standards established

pursuant to Section 11 of this Agreement: \$100 for each day the standards are not met after the County provides written notice to the Grantee of noncompliance with such standards and a ten-day cure period.

12.4 Remedies. The rights and remedies reserved to the County by this Agreement are cumulative and shall be in addition to and not in lieu of any other rights or remedies which the County may have.

### Section 13

#### Revocation or Termination of Franchise

13.1 Termination. Upon the completion of the term of the Franchise granted under this Agreement, if a new, extended or renewed franchise is not granted to Grantee, Grantee's right to occupy the Public Rights-of-Way and public land and operate its Cable System in the County shall terminate, subject to applicable federal law.

13.2 Notice of Violation and Grantee's Right to Cure or Respond. In the event the County Administrator acting on behalf of the Franchising Authority, believes that the Grantee has not complied with the terms of this Franchise Agreement, the County Administrator shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee by certified mail of the

exact nature of the alleged noncompliance. The Grantee shall have 30 days from the date of the notice: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30 day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being take to expeditiously correct the default and the projected date that they will be completed.

13.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 13.2 or in the event that the alleged default is not remedied within 30 days or the date projected pursuant to 13.2(c) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least 15 days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard and submit evidence.

13.4 Revocation. Following notice to Grantee and an opportunity for Grantee to be heard and submit evidence as provided in Section 13.3 above, if the County Board of Supervisors finds Grantee is not in compliance with the Franchise Agreement, the County Board of Supervisors may, by ordinance, revoke the Franchise to Grantee in accordance with any applicable law, provided, however, if Grantee exercises its legal right to appeal such revocation to a court of competent jurisdiction, the terms of this Agreement shall remain in full force and effect until a final determination, including appeals, by such court.

13.5 Effects of Revocation or Termination. If the County revokes the Franchise, or if the Franchise terminates as provided in Section 13.1, or if for any other reason Grantee terminates the Franchise, the County , at its option, may exercise any of the following.

(A) The County may require the Grantee to remove its facilities and equipment located in the Public Rights-of-Way or on public land at the Grantee's expense and to restore such affected sites as required in Section 5.4 or permit Grantee to abandon such facilities in place, subject to removal at a later time upon the County's request. If Grantee fails to remove its facilities within a reasonable period of time after the County orders it to do so, and such removal is necessary to make room for other facilities or to remove potential safety hazards as required by sound engineering practices, then the County may have the removal performed at Grantee's and/or surety's expense.



(B) In the event of expiration of the Franchise, the County may require Grantee to continue operating Grantee's Cable System for a reasonable period as set forth in Section 4.2.

(C) In the event of revocation, the County may acquire ownership of or effect a transfer of Grantee's Cable System at an equitable price.

## Section 14

### Miscellaneous Provisions

14.1 Severability. If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

14.2 Compliance With Applicable Laws. Grantee shall, at all times during the term of this Franchise Agreement, including any extensions thereof, substantially comply with all applicable federal, state, and local laws and regulations.

14.3 Force Majeure. Notwithstanding any other provision of this Agreement, Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due, directly or indirectly, to severe or unusual weather conditions, strike, labor disturbance, lockout, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, action or inaction of any government instrumentality or public utility including condemnation, accidents for which Grantee is not primarily responsible, fire, flood or other act of God, sabotage or other events to the extent that such causes or other events are beyond the reasonable control of Grantee. In the event that any such delay in performance or failure to perform affects only part of Grantee's capacity to perform, Grantee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such cause(s) in as expeditious a manner as possible.

14.4 Governing Law. This Franchise Agreement shall be governed by the law of the Commonwealth of Virginia.

14.5 Notices. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise Agreement to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party if delivered personally, transmitted by telecopying or sent by certified or registered mail, postage prepaid.

The notices or responses to the Franchising Authority shall be addressed as follows:

Smyth County  
Attn: County Administrator  
121 Bagley Circle Suite 100  
Marion, Virginia 24354  
Fax: (540) 783-9314

The notices or responses to Grantee shall

be addressed as follows:

With a copy to:

Adelphia Communications Corporation	Southwest Virginia Cable, Inc.
Attn: Legal Department	d/b/a Adelphia Cable Communications
1 North Main Street	Attn: System Manager
Cloudersport, PA 16915	338 South Main Street
Fax: (814) 274-7782	Marion, VA 24354

The Franchising Authority and Grantee may designate such other address or addresses from time to time by giving notice to the other.

14.6 Captions and Headings. The captions and headings of sections set forth herein are intended solely to facilitate reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.7 No Oral Modifications. This Franchise Agreement shall not be changed, modified or amended, in whole or in part, unless an appropriate written instrument is executed by the County and Grantee.

IN WITNESS WHEREOF, the parties have set their hands and seals to this twenty (20) page document, in duplicate originals, each of which shall constitute one and the same document, on the date first above written.

SMYTH COUNTY, VIRGINIA

SOUTHWEST VIRGINIA CABLE, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Chairman, Board of Supervisors

TITLE: \_\_\_\_\_

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves the Insurance Committee recommendation to stay with the basic dental insurance plan through Ameritas Insurance Company with the following rates:

Employee

11.28 per month

Employee & Spouse 24.43 per month

Employee & two (2) or more 53.64 per month

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into executive session to discuss easements on water projects as outlined in Section 2.1-344 (A) (3) of the Code of Virginia, as amended.

The Chairman declared the executive session ended.

Vote: 7 Yea

0 Nay

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Smyth County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such executive meeting was conducted in

conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 7 Yea

0 Nay

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Upon motion of Mr. Fullen, seconded by Mr. Roberts, and unanimously carried, the Board approves the following option:

THIS OPTION AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between Herbert J. Doane and Ruby Mae T. Doane, husband and wife, Grantors, hereinafter referred to as "Owner", and The Smyth County Board of Supervisors Grantee, hereinafter referred to as "Optionee," whose address is 121 Bagley Circle, Suite 100 Marion, Virginia 24354:

WITNESSETH

WHEREAS, the Owner is the owner in fee simple absolute of the following real property, together with all improvements thereon and all rights and appurtenances thereunto pertaining, all of which is hereinafter referred to as the "Property:"

A portion of that Property conveyed to Herbert Doane et ux by deed dated December 7, 1964, and of record in the Circuit Court Clerk's Office of Smyth County, Virginia in Deed Book 204, Page 308, the boundary of which shall be determined by Optionee upon exercise of this Option. Said boundary is to encompass no less than (0.06) acres, approximately located as shown on the attached plat of survey conducted by Gale Maiden, C.L. S., License Number 1427, and incorporated as a part of this Agreement herein, plus a temporary easement over Property retained by Owner for the construction, maintenance, inspection, operation, protection, replacement, repair, removal or alteration of a water pipeline and appurtenances, as approximately indicated on the aforesaid plat.

WHEREAS, the Optionee desires to enter into an Option Agreement for the purchase of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree and covenant as follows:

1. In consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) cash in hand paid, now and the

remaining amount payable when the option is exercised, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Owner, the Owner grants to the Optionee the sole and exclusive option to purchase the Property for a purchase price of Three Thousand and 00/100 Dollars (\$3,000.00). Dimensions of the easements referred to herein shall not be included in calculations of the minimum or maximum acreage or in calculation of the purchase price.

2. The exercise of the option to purchase the Property shall be made by Optionee delivering written notice of the exercise of the option to Owner not later than 5:00 p.m. on the 31<sup>st</sup> day of December, 2001, at such place as Owner may designate herein for the delivery of notices. The written notice shall be deemed to have been delivered to Owner upon Owner's personal receipt of the written notice. Optionee shall have the right to renew this option upon written notice delivered to the Owner.
3. In the event the Optionee exercises this option, the following provisions shall govern the settlement:
  - (a) At closing, Owner shall deliver to Optionee a deed of

General Warranty with English Covenants of Title conveying a good, marketable and insurable fee simple title to Optionee, free of all liens, encumbrances and defects, and subject only to such restrictions, covenants and easements as shall now be of record which do not affect the use of the Property for water treatment purposes, or render the title unmarketable. If a defect is found which is of such character that it can be remedied by legal action within a reasonable time. Owner shall, at Optionee's reasonable expense, promptly take such action as is necessary to cure the defect. If said defect cannot be cured within a reasonable time and at a reasonable expense, Optionee shall have the option of terminating any agreement to purchase the Property.

- (b) At settlement, the Owner shall give and the Optionee shall take possession of The Property, free of all tenants and tenancies.
- (c) Owner hereby makes the following warranties and representations which shall be effective as of the date of the settlement:



- (1) There are no existing boundary, water or drainage disputes, of which the owner has any knowledge, except as noted herein.
- (2) There are no actions or proceedings threatened against Owner to condemn all or any part of the Property.
- (3) Owner has paid for all work, labor and materials furnished to the Property prior to the recordings of the deed, and there will be no mechanic's liens or the right of any person to file a mechanic's lien against the Property for any reason whatsoever.
- (d) Settlement shall take place within 120 days of the exercise of this option by Optionee, in the Office of the Optionee's attorney.
- (e) Owner shall pay the expense of preparing the deed and the recordation tax applicable to Grantors. Except as otherwise agreed herein, all other expenses incurred by Optionee in connection with the settlement, including, but not limited to, title examination, insurance premiums, survey costs, recording costs, loan document preparation fees, and the fees of Optionee's

attorney shall be borne by Optionee. All taxes, assessments and, if applicable, insurance premiums, but not delinquent utility charges shall be pro rated between the parties as of the date of settlement.

- (f) Owner agrees to exercise ordinary and reasonable care in the maintenance and upkeep of the Property, ordinary wear and tear excepted, from the date of this Option Agreement to the date of settlement.
- (g) The parties hereby represent to each other that no real estate agent or broker was involved in this transaction and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.
- (h) The provisions in this Agreement shall not merge with the deed conveying the Property, but shall survive the execution and delivery of the deed.
- (4) Notices and other correspondence regarding this Option Agreement shall be delivered to the following addresses:

Owner: \_\_\_\_\_

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Optionee: Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, VA 24354

- (5) Optionee agrees to maintain, repair and erect as necessary, fences around the boundary purchased by Optionee, and to install culvert pipe as necessary.
- (6) This Option Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, personal representatives, successors in interest, and assigns of the parties.
- (7) This Agreement represents the entire understanding between the parties, and there are no collateral or oral agreements or understandings, and this Agreement shall not be modified unless in writing of equal formality signed by both parties.
- (8) This Agreement shall be construed according to the laws of the Commonwealth of Virginia.

WITNESS OUR SIGNATURES AND SEALS:

\_\_\_\_\_(SEAL)

Smyth County Board of Supervisors

\_\_\_\_\_

J. S. Staley, Chairman

ATTEST:

\_\_\_\_\_

Edwin B. J. Whitmore, III, Clerk

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Upon motion of Mr. Fullen, seconded by Mr. Roberts, and unanimously carried,  
the Board approves the following option:

THIS OPTION AGREEMENT, made and entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 2001, by and between Dwayne D. Greer and Christine H. Greer,  
husband and wife, Grantors, hereinafter referred to as "Owner," and the Smyth County  
Board of Supervisors Grantee, hereinafter referred to as "Optionee," whose address is 121  
Bagley Circle, Suite 100, Marion, Virginia 24354.

WITNESSETH

WHEREAS, the Owner is the owner in fee simple absolute of the following real property, together with all improvements thereon and all rights and appurtenances thereunto pertaining, all of which is hereinafter referred to as the "Property:"

A portion of that Property conveyed to Dwayne D. Greer by deed dated June 23, 1995, and of record in the Circuit Court Clerk's Office of Smyth County, Virginia in Deed Book 467, Page 201, the boundary of which shall be determined by Optionee upon exercise of this Option. Said boundary is to encompass no less than (0.01) acres, approximately located as shown on the attached plat of survey conducted by Gale Maiden, C.L.S., License No. 1427, and incorporated as a part of this Agreement herein, plus a temporary easement over Property retained by Owner for the construction, maintenance, inspection, operation, protection, replacement, repair, removal or alteration of a water pipeline and appurtenances, as approximately indicated on the aforesaid plat.

WHEREAS, the Optionee desires to enter into an Option Agreement for the purchase of the Property:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree and covenant as follows:

1. In consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) (\$100.00) cash in hand paid now, and the remaining payable when the option is

exercised, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Owner, the Owner grants to the Optionee the sole and exclusive option to purchase the Property for a purchase price of Three Thousand and 00/100 Dollars (\$3,000.00). Dimensions of the easements referred to herein shall not be included in calculations of the minimum or maximum acreage or in calculation of the purchase price.

2. The exercise of the option to purchase the Property shall be made by Optionee delivering written notice of the exercise of the option to Owner not later than 5:00 p.m. on the 31<sup>st</sup> day of December, 2001, at such place as owner may designate herein for the delivery of notices. The written notice shall be deemed to have been delivered to Owner upon Owner's personal receipt of the written notice. Optionee shall have the right to renew this option upon written notice delivered to the Owner.
3. In the event the Optionee exercises this option, the following provisions shall govern the settlement.
  - (a) At closing, Owner shall deliver to Optionee a deed of General Warranty with English Covenants of Title conveying a good, marketable and insurable fee simple title to Optionee, free of all liens, encumbrances and defects, and subject only to such restrictions, covenants and easements as shall now be of record which do not affect the use of the Property for water treatment

purpose or render the title unmarketable. If a defect is found which is of such character that it can be remedied by legal action within a reasonable time, Owner shall, at Optionee's reasonable expense, promptly take such action as is necessary to cure the defect. If said defect cannot be cured within a reasonable time and at a reasonable expense, Optionee shall have the option of terminating any agreement to purchase the Property.

- (b) At settlement, the Owner shall give and the Optionee shall take possession of the property, free of all tenants and tenancies.
- (c) Owner hereby makes the following warranties and representations which shall be effective as of the date of the settlement:
  - (1) There are no existing boundary, water or drainage disputes, of which the owner has any knowledge, except as noted herein.
  - (2) There are no actions or proceedings threatened against Owner to condemn all or any part of the Property.
  - (3) Owner has paid for all work, labor and materials furnished to the Property prior to the recordings of the deed, and there will be no mechanic's liens or the right of any person to file a mechanic's lien against the Property for any reason whatsoever.

- (d) Settlement shall take place within 120 days of the exercise of this option by Optionee, in the Office of the Optionee's attorney.
- (e) Owner shall pay the expenses of preparing the deed and the recordation tax applicable to Grantors. Except as otherwise agreed herein, all other expenses incurred by Optionee in connection with the settlement, including, but not limited to, title examination, insurance premiums, survey costs, recording costs, loan document preparation fees, and the fees of Optionee's attorney shall be borne by the Optionee. All taxes, assessments and, if applicable, insurance premiums, but not delinquent utility charges shall be pro rated between the parties as of the date of settlement.
- (f) Owner agrees to exercise ordinary and reasonable care in the maintenance and upkeep of the Property, ordinary wear and tear excepted, from the date of this option Agreement to the date of settlement.
- (g) The parties hereby represent to each other that no real estate agent or broker was involved in this transaction and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.
- (h) The provisions in this Agreement shall not merge with the deed conveying the Property, but shall survive the execution and



delivery of the deed.

- (4) Notices and other correspondence regarding this Option Agreement shall be delivered to the following addresses:

Owner: \_\_\_\_\_

Optionee: Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, Virginia 24354

- (5) Optionee agrees to maintain, repair and erect as necessary, fences  
a

around the boundary purchased by Optionee, and to install culvert pipe as necessary.

- (6) This Option Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, personal representatives, successors in interest, and assigns of the parties.

- (7) This Agreement represents the entire understanding between parties, and there are no collateral or oral agreements or understandings, and this Agreement shall not be modified unless in

writing of equal formality signed by both parties.

- (8) This Agreement shall be construed according to the laws of the Commonwealth of Virginia.

WITNESS OUR SIGNATURES AND SEALS:

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Smyth County Board of Supervisors

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J. S. Staley, Chairman

Attest:

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Edwin B. J. Whitmore, III, Clerk

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held  
at the County Administration building on Thursday, June 14, 2001, at  
2:00 p.m.

PRESENT: All Board Members

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; Jeff Campbell, County Attorney; and Sally Morgan.

The Chairman called the meeting to order.

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Discussion was held on the status of funding for the Hutton Branch Water Project.

Travis Jackson, representing Rural Development was present. Representatives from Dewberry & Davis were also present.

Following discussion, upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, Dewberry & Davis is instructed to bid Alternate #3 for the Hutton Branch Water Project along with the bid for the whole project.

The Board stated Smyth County would provide funding for any shortfall amount needed to cover the anticipated cost overrun on the Hutton Branch Water Project. Smyth County will provide this funding with the understanding that funding will be available from Rural Development, if and when, the new Federal fiscal year budget is approved and funds have been disbursed to Rural Development.

Vote: 5 Yea

2 Nay (Staley and Fullen)

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves and appropriates the following sum out of the appropriate accounts:

General County	\$1,000,000.00
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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and unanimously carried, the Board approves the following priority project list – Regional & Local Economic Development Projects for fiscal year 2002:

Priority Project List -Regional Economic Strategic Plan

*FY 2002 for Smyth County*

EDUCATION AND TRAINING

1. Project Name: Chilhowie Community/Education Center

Location: Chilhowie (Former Chilhowie High School)

Project Cost: \$ 750,000

Time Frame (Milestone Dates): Begin -Spring 2002 End -Fa11 2002

Proposed Funding Sources: Appalachian Regional Commission (ARC), Rural Development (RD), Private, other

Project Status: Old High School Foundation, Inc. has applied for economic development funds from the Tobacco Commission.

## INFRASTRUCTURE

1. Project Name: Saltville Treatment Plant Expansion, Sewer Line Replacement, and Allison Gap Sewer System

Location: Saltville

Time Frame (Milestone Dates): Begin -July 2001 End- July 2003

Estimated Cost = \$5.7 million

Proposed Funding Sources -Rural Development, CDBG, and local (Town)

Project Status: Waiting on funding commitment

2. Project Name: Eastern Smyth County Water and Sewer Project

Location: Groseclose area

Time Frame (Milestone Dates): Begin -July 2001 End- July 2003

Estimated Cost = \$2.2 million for water: \$1.5 million for sewer (Total \$3.7m)

Proposed Funding Sources -VDH and Tobacco Commission for engineering phase;

Rural Development, CDBG, ARC for construction

Project Status: -Project is a priority for industrial and commercial development, especially near Exit 54 at Groseclose. Water could be brought from nearby Rural Retreat as a joint treatment project with the town. Waiting on funding for initial engineering phase.

3. Project Name: North Fork of the Holston Water Intake and Treatment Plant

Location: Saltville area

Time Frame (Milestone Dates): Begin -September 2001 End- December 2003

Estimated Cost = \$2 -3 million

Proposed Funding Sources -Rural Development

Project Status: -Project to provide a new water source for northern Smyth County and the Town of Saltville. Water withdrawal permit approved by state, but no preliminary engineering report yet. Have applied for VDH funds for PER.

-

Priority Project List -Regional Economic Strategic Plan (continued)

*FY 2002 for Smyth County*

4. Project Name: Interstate Interchange Water and Sewer Development

Location: Scattered locations along Interstate corridor. (Exits 39, 44,47,54)

Time Frame (Milestone Dates)- Unknown

Estimated Cost: Unknown

Proposed Funding Sources: Unknown

Project Status -Project to provide utilities to all presently unserved interchanges to encourage growth, including Exit 39 (Southside), Exit 44 and 47 (Southside), and Exit 54 as mentioned in #2 above. No PER or definite project completed due to lack of "bird in hand" commitment for jobs at this time.

5. Project Name: Mountain Empire Airport Improvements

Location: Groseclose area near Smyth/Wythe County line

Time Frame (Milestone) -Begin early 2001, Ongoing through 2003.

Estimated Cost: Unknown

Proposed Funding Sources: FAA, Local

Project Status: The airport is currently constructing a much-needed parallel taxiway for the airport. There are other planned projects as a part of the overall Airport Master Plan.

-

## ECONOMIC DEVELOPMENT

1. Project Name: Glade Highlands Regional Industrial Park with Washington County

Location: Glade Spring, Virginia (near Exit 29)

Time Frame (Milestone Dates)- Begin -Fall2000 End -December 2001

Estimated Cost: \$2,225,800 (First Phase)

Proposed Funding Sources: Industrial Site Development Funds (ISDF), EDA, Local

Project Status: Project has received \$1.375m in ISDF funds and \$850,800 in local funds. Will need additional development funds for subsequent phases.

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2. Project Name: Smyth Enterprise Center. Inc. -Business Incubator Project

Location: Downtown Marion

Time Frame (Milestone Dates): Begin -Opened Fall 1999 End -Ongoing

Estimated Cost: \$85,000 (first year): No cost estimate yet for development of larger space.

Proposed Funding Sources: ARC, RCP, Tobacco Commission, and local, including in-kind contributions

Project Status: Incubator opened in October 1999 as a pilot "mini-incubator" project, using 2,500 square feet of space in downtown Marion building. May move to larger space after initial start-up and would need substantial dollars for building purchase or construction. One possible location would be adjacent to Smyth Education Center at

Mountain Empire Industrial Park.

-

Priority Project List -Regional Economic Strategic Plan (continued)

*FY 2002 for Smyth County*

3. Project Name: Museum of the Middle Appalachians

Location: Smyth County (Saltville)

Time Frame (Milestone Dates) -Opened in 2000 and ongoing

Estimated Cost: Unknown

Proposed Funding Sources: RD, ARC, and Local

Project Status: Project has received seed money from the state for initial operations. Will need substantial funds for construction of new building.

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4. Project Name: Lincoln Theatre

Location: Smyth County (Marion)

Time Frame (Milestones): 2002

Estimated Cost: \$-Unknown

Funding: RD, ARC, and Local

Project Status: Proposed project is a community education, cultural, and performing arts center in former movie theatre in downtown Marion.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously



carried, the Board approves the attached warrant listing from the appropriate fund accounts:

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VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held Tuesday, July 3, 2001, in the County Administration Building at 4:00 p.m.

PRESENT: All Board Members save Ms. Jennings.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.

The Chairman called the meeting to order.

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Pursuant to notice duly published in the Bristol Herald Courier the Board proceeded to conduct a public hearing on the fiscal year 2001 – 2002 General County Budgets and fiscal year 2001 – 2001 Tax Levies.

Approximately seven people were in attendance.

Carolyn McCorkindale and Lisa Hungate with the Smyth Enterprise Center

requested the Board revisit their budget request for additional funding.

Steve Holloway with the Smyth County Chamber of Commerce thanked the Board for their support to the Chamber.

LeeAnn Prescott and B. B. Darin thanked the Board for their support to the Lincoln Theatre.

M. Richard Walker, Commissioner of Revenue, appeared to request the Board approve a raise of 1.5% for his three staff employees, the same as other county employees.

He also suggested the Board consider giving themselves a \$2,000 salary increase.

The Chairman declared the public hearing closed.

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held  
  
at the County Administration Building on Tuesday, July 10, 2001, at  
  
12:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.;  
  
and Sally Morgan

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Mr. Donnie Fullen led the Pledge of  
Allegiance.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously  
carried, the Board approves the June 12<sup>th</sup>, June 14<sup>th</sup>, and July 3, 2001 meeting minutes as  
presented.

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During Citizen's Time Norma Teaters, Smyth County Youth Office Director, appeared to present the Annual Progress Report. Also in attendance was Sherry Hill and Jason Pratt, members of the Youth Services Advisory Board.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the following additional appropriation on revenue received after 2000 - 2001 Operations Budget Approval:

Federal Revenue

School Food Reimbursements	\$ 63,789.00
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State Revenue

State Hospital Adolescent Program	\$ 25,140.00
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Elementary Summer School	\$ 43,715.00
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Total Additional Revenue	\$ 132,644.00
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Original Appropriation	\$33,849,012.00
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Revised Appropriation	\$33,981,656.00
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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the additional appropriation of revenue needed for 2000 - 2001 Capital Outlay and School Debt Budget as follows:

Original Capital Outlay and School Debt Appropriation, 2000 - 2001	\$2,298,560
Revised Capital Outlay and School Debt Appropriation, 2000 - 2001	\$2,769,365
Additional Funds Needed	\$ 470,805
Additional Literary Loan Funds Received for Saltville Elem. Project	\$ 345,805
Additional County Funds Needed for Marion Intermediate Project	\$ 125,000*

\*Need for Marion Intermediate School Structural Project. The School Board did not receive Literary Loan Funds for the Marion Intermediate School Project because the Department of Education did not certify that the project was an emergency project. The School Board will receive the Literary Loan Funds during the 2001 - 2002 fiscal year. The 2001-2002 Capital Outlay Budget reflects the receipt of the \$125,000 and the immediate fund transfer to the Board of Supervisors.

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Fausto Obregon appeared during Citizen's Time to introduce Mrs. Patricia Hatfield, Smyth-Bland Regional Library Director.

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During Citizen's Time Karl A. Kalber, Owner, Marion Mold & Tool, appeared to voice his opinion for the proposed zoning ordinance.

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Upon motion of Ms. Jennings, seconded by Mr. Bishop, and unanimously carried, the Board approve Fiscal Year 2001- 2002 General County Budgets in the amount of \$63,829,559.00.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, the Board sets the tax levies for fiscal year 2001 - 2002 as follows:

Real Estate levy on all taxable real estate located in Smyth County, Virginia, including equalized real estate, where applicable, a unit levy of \$0.70 per \$100.00 of assessed valuation; Tax on Tangible Personal Property and the Tangible Personal Property of Public Service Corporation, except rolling stock of corporations operating railroads, a unit levy of \$2.25 per \$100.00 of assessed valuation, except, pursuant to §58.1-3506 (A) (3) a unit levy of \$1.40 of assessed valuation; Machinery & Tools \$1.20 per \$100.00 of assessed valuation; Tax on Category 23 items (trucks used in Interstate Commerce over 10,000 pounds) a unit levy of \$1.20 per \$100.00 of assessed valuation; Tax on Merchants Capital, a unit levy of \$0.40 per \$100.00 of assessed valuation.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves and appropriates the following sum from the appropriate fund account:

General County	\$1,500,000.00
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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves and appropriates the following sum from the appropriate fund account:

Department of Social Services	\$300,000.00
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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves and appropriates the following sums from the appropriate fund accounts:

Schools

Operations	\$992,209.81
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Textbook	-0-
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School Debt & Capital Outlay	\$1,062,701.02
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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution concerning Chestnutwood Estates Subdivision:

WHEREAS, the street described as from intersection of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

50 foot right-of-way length: 300 feet, fully incorporated herein by reference, as shown on a plat recorded in the Clerk's Office of the Circuit Court of Smyth County, and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the street meets the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation, and

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the street described above to the Secondary System of State Highways, pursuant to Section 33.1-229, Code of Virginia, and the Department's Subdivision Street Requirement, and

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage, and



BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Vote: 6 Yea

1 Abstention (Bishop)

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Upon motion of Mr. Roberts, seconded by Mr. Bishop, and unanimously carried, the Board approves the Water/Sewer Committee recommendation for Agreement with the Town of Chilhowie for water purchases on the Pioneer Road Water Project as follows:

#### ADDENDUM TO WATER CONTRACT AGREEMENT

This ADDENDUM TO WATER CONTRACT AGREEMENT entered into this 10<sup>th</sup> day of July 2001, by and between the COUNTY OF SMYTH, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Purchaser", and the TOWN OF CHILHOWIE, a municipal corporation, hereinafter referred to as the "Seller".

#### WITNESSETH:

WHEREAS, the parties entered into a water contract agreement dated January 13, 2000; and

WHEREAS, the Seller is willing to sell water to the Purchaser for homes on the Pioneer Road Water Project at a cost not to exceed \$2.25 per 1,000 gallons; and

WHEREAS, by resolution enacted on the 11<sup>th</sup> day of January, 2001 by the Seller, the sale of water to the Purchaser for the Pioneer Road Water Project is accordance with these provisions of this addendum to the water contract agreement was approved, and execution of this addendum carrying out the said agreement by the Mayor and attested by the Clerk was duly authorized; and

WHEREAS, by resolution of the Board of Supervisors of the Purchaser, enacted on the 10<sup>th</sup> day of July, 2001, the purchase of water from the Seller in accordance with the terms set forth in the addendum to the water contract agreement was approved, and execution of this addendum by the Chairman, and attested by the Clerk was duly authorized;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Paragraph 4 of the Water Contract Agreement is amended to state that the Purchaser shall pay to the Seller, not later than the 15<sup>th</sup> day of each month for water delivered in accordance with this addendum and the original agreement, a sum not to exceed \$2.25 per one thousand gallons of water delivered through all points of delivery. This water shall be used in the Purchaser's Pioneer Road Water Project.
2. The following sentence will be added to paragraph 5. The price of water will be renegotiated at least sixty (60) days before this amended contract is to be renewed.

3. All terms and conditions of the original Water Contract Agreement between the parties not amended in this addendum remain in full force and effect.
4. The term of this Contract Agreement is one year from delivery of water on Pioneer Road by the Seller to Purchaser.
5. The Water Contract Agreement is further amended to provide that the Seller shall furnish to the Purchaser at the delivery point potable treated water meeting applicable purity standards of the Commonwealth of Virginia and such other regulatory agencies as may, from time to time be authorized to regulate public water systems in such quantities as may be required by the Purchaser not to exceed 30,000 gallon per day.

IN WITNESS WHEREOF the parties, acting under the authority of their respected bodies, have caused this contract to be duly executed in duplicate each which shall constitute an original.

TOWN OF CHILHOWIE

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SMYTH COUNTY BOARD OF SUPERVISORS

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves Grant Number 02-E9569VW01 for the Victim Witness Program in the amount of \$44,044.00 Federal Funds for fiscal year 2001 - 2002.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves Grant Number 02-A3754CR99 for the Criminal History Record Information Systems in the amount of \$137,890 in Federal Funds and \$45,963 in Local Funds ....Total \$183,853.00 for fiscal year 2001 - 2002.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves Grant Number 02-E9534JJ01 for the School Resource Manager Program in the amount of \$13,750 in Federal Funds for fiscal year 2001 - 2002.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves Grant Number 02-C3352AD01 for the School Resource Office in the amount of \$22,507 in Federal Funds and \$7,502 in Local Funds ....Total \$30,009.00 for fiscal year 2001 - 2002.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves Grant Number 02-B3672FR02 for the School Resource Officer in the amount of \$23,420 in General Funds and \$8,337 in Local Funds...Total \$31,757.00 for fiscal year 2001 - 2002.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves Grant Number 02-B3676FR02 for the School Resource Officer in the amount of \$23,420 in General Funds and \$8,337 in Local Funds...Total \$31,757.00 for fiscal year 2001 - 2002.

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Upon motion of Ms. Widener, seconded by Ms. Neitch, and unanimously carried, BE IT RESOLVED that the Smyth County Board approves entrance into the following agreement with PEST-X for the Smyth County Jail in the amount of \$40.00 per quarter for one (1) year as follows:

THIS CONTRACT made and entered into this the 10<sup>th</sup> day of July, 2001 by and between Pest-X, James Parks (hereinafter referred to as EXTERMINATOR) and the Board of Supervisors, Smyth County (hereinafter referred to as PURCHASER OF SERVICE), for services at the following address: Smyth County Jail 111 West Court Street Marion, VA 24354.

WITNESSETH:

EXTERMINATOR does hereby contract with the PURCHASER OF SERVICE whose mailing address is: 111 West Court Street Marion, VA 24354 Telephone Number: (540) 783-7204 to perform the following described services

RODENT CONTROL:	CRAWLING INSECTS	OTHER
X Rats	X Roaches	X Spiders
X Mice	X Ants	X Gnats
	X Fleas	

FOR THE CONSIDERATION of (\$40.00) quarterly, EXTERMINATOR will inspect premises and provide chemical and/or integrated pest control services for the following described premises:

Smyth County Jail for the hereinbefore described pest (s) and will honor this contract for a period of 12 months or 1 year, that the treated portion of the premises will be free of the pests checked in the appropriate boxes above. A quarterly report of said

inspection/application will be provided to the PURCHASER OF SERVICE. This CONTRACT EXCLUDES WOOD DESTROYING ORGANISMS (terminates, powder post beetles, wood borers, etc). EXTERMINATOR assumes no liability for any damages existing to the premises prior to treatment and is liable for only re-treated premises for pests described above.

EXTERMINATOR is duly licensed and insured to perform this service in the State of Virginia, Pesticide Business License: 95003893 Town of Marion Permit: 000583 Pesticide Applicator Permit: 16825; and insured to \$1,000,000.00 by Acceptance Indemnity Insurance Company.

The CONTRACT as such before mentioned is PAYABLE WITHIN 30 DAYS ON RECEIPT OF STATEMENT, with no finance charge imposed, to PEST-X.

The Purchaser of Service hereby certifies that he/she has read this contract, that the meaning thereof has been explained to him/her and that he/she understands it and that there is no understanding between the two parties, verbal or otherwise, then that contained in this contract, and agrees that the Exterminator is not responsible or bound by any representations not contained in this agreement.

The Purchaser of Service agrees to allow Exterminator the right of entry on the premises at all reasonable times to service hereinbefore described.

IN WITNESS WHEREOF THE PURCHASER OF SERVICE has hereunto signed his/her name, this 10<sup>th</sup> day of July, 2001.

Pest-X

Purchaser of Service

(Exterminator)

\_\_\_\_\_

James L. Parks, Authorized Agent

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board discharges the water account of Sandra Lynn Moran, 514 Douglas Street, Marion, VA 24354 in the amount of \$195.49 as per United States Bankruptcy Court notice.

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Upon motion of Ms. Widener, seconded by Ms. Neitch, and unanimously carried, the Board directs the County Administrator to contact other vendors of pay telephone service and hereby denies Sprint Payphone Services Inc. leased pay telephone service agreement for the Smyth County Courthouse.

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Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously carried, the Board approves an On-Site Wastewater Treatment and Disposal Loan Program application for a loan in the amount of \$6,144.00, (\$6,000 for repair contract, \$125 legal costs, and \$19 recording costs) per recommendation of the On-Site Loan Program Committee.



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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board accepts a \$25,000 grant for preliminary engineering report and environmental assessment to study water needs in the Groseclose area from the Virginia Department of Health as follows:

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF HEALTH

DRINKING WATER PLANNING GRANT AGREEMENT

DRINKING WATER STATE REVOLVING FUND PROGRAM

VDH GRANT NUMBER PG-66469-72-01

This agreement entered into this 10<sup>th</sup> day of July, 2001 by the Smyth County Board of Supervisors, a community waterworks owner, herein after called the "Grantee" and the Commonwealth of Virginia, Virginia Department of Health, herein after called the "Department".

The federal Safe Drinking Water Act Amendments of 1996 (P.L. 104-182), referred to as SDWA, established a Drinking Water State Revolving Fund (DWSRF) Program of which the Catalog of Federal Domestic Assistance number is 66,468. DWSRF Program funds are awarded annually to eligible states through a capitalization grant. Using DWSRF Program funds, the Department created an activity to provide

planning grants to small, rural, financially stressed, community waterworks. The Grantee is considered a sub recipient of the DWSRF Program and is subject to the audit requirement of OMB Circular A-133.

WITNESSETH that the Grantee and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

## ARTICLE 1

### DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings  
  
set forth below unless the context requires otherwise:
  - (a) "Activity" means Project Activity which constitutes a specific portion of the project, and as such is covered by its own budget account.
  - (b) "Agreement" means this Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.
  - (c) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or

other official act of the governing body of the Grantee to perform the act or sign the document in question.

- (d) "Consulting Engineer" means the Grantee's engineer who must be licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Project in a written notice to the Department.
- (e) "Director" means the Director of the Office of Purchasing and General Services of the Department.
- (f) "Grant" means the particular grant described in this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.
- (g) "Grantee" means the entity which is the recipient of Planning Grant funds and as such must comply with this Agreement.
- (h) "Preliminary Engineering Report" means an engineering report for the Project as described in 12 VAC 5-590-200-C.
- (i) "Project" means the particular scope of work described in Exhibit A to this Agreement.
- (j) "Project Budget" means the budget for the Project as set forth in Exhibit B to this Agreement, with such changes therein as may be approved in writing by the Department and the Grantee.

- (k) "Project Costs" means the cost of various Project Activities described in the Project Budget.

## ARTICLE II

### SCOPE OF PROJECT

2. The Grantee will cause the Project to be completed as described in Exhibit A to this Agreement.

## ARTICLE III

### SCHEDULE

3. The Grantee will cause the Project to be completed in accordance with the  
  
schedule in Exhibit C to this Agreement.

## ARTICLE IV

### COMPENSATION

4. Grant Amount. The total grant award from the Department under this Agreement shall not exceed \$25,000. Disbursement of the Grant will be in accordance with the payment provisions set forth in Section 4.1 herein and the Project Budget.

4.1      Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the payment, or the reimbursement of the Grantee for the payment of Project Costs. The Department will disburse the Grant to the Grantee at the completion of the project (unless otherwise agreed by the Department and the Grantee) upon receipt by the Department of the following:

(a)      A requisition approved by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs or that the Project Costs have been incurred, and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b)      If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project.

4.2      Availability of Funds. The Department may terminate this Agreement for convenience in the event that the federal funds allocated are no longer available.

- 4.3 Agreement to Complete Project. The Grantee agrees to cause the Project to be completed as described in Exhibit A to this Agreement, and in accordance with the schedule in Exhibit C to this Agreement.

When the Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with the agreement; (ii) the date of such completion; and (iii) the amount to be released for payment of the final Project Costs.

## ARTICLE V

### GENERAL PROVISIONS

- 5.0 Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained therein.
- 5.1 Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 5.2 Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.
- 5.3 Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.
- 5.4 Federal Laws. The Grantee agrees to comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof, including but not limited to, OMB Circular A-133, and the federal "cross-cutting" requirements identified in the attached Schedule A, with particular emphasis on social legislation regarding civil rights and women's and minority business enterprise.
- 5.5 Procurement of Services. The Grantee agrees to fully comply with the provisions of the Virginia Public Procurement Act, with no exceptions recognized for localities under 3,500 in population, in the procurement of services pursuant to this Agreement.

5.6      Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payments. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

5.7      Liability Insurance. The Grantee shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance, or self-insurance as shall protect it, to such extent as is usual and customary for the Grantee, from claims for damages for personal injury, including death, as well from claims for property damage, which may arise from its activities under this Agreement.

5.8      Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.



5.9 Exhibits. All exhibits to this Agreement are incorporated herein  
by reference.

5.10 Termination. This Agreement may be terminated by agreement of  
the parties.

## ARTICLE VI

### SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly  
executed intending to be bound thereby.

GRANTEE

DEPARTMENT

\_\_\_\_\_

Virginia Department of Health

FEI/FIN: \_\_\_\_\_

FEI/FIN: \_\_\_\_\_

Name: Smyth County Board of Supervisors By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

State Health Commissioner

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Thomas B. Gray

Date

Drinking Water State Revolving Fund Program

**EXHIBIT A**

**PROJECT DESCRIPTION**

GRANTEE: Smyth County Board of Supervisors

Grant: PG-66469-72-01

Below is a detailed project description.

This planning/design grant will be used to select an engineering consultant to prepare and obtain VDH approval of a preliminary engineering report and Environmental Assessment to study alternatives to provide public water to the eastern end of Smyth County.

**EXHIBIT B**

**PROJECT BUDGET**

Grantee: Smyth County Board of Supervisors

Grant #: PG-6649-72-01

The following budget should reflect all grant eligible costs associated with the project.

Prepare preliminary engineering report and obtain VDH approval	\$17,500.
Prepare Environmental Assessment and obtain approvals	\$ 7,500.
Total	\$25,000

## **EXHIBIT C**

### **PROJECT SCHEDULE**

Grantee: Smyth County Board of Supervisor

Grant #: PG-66469-72-01

The Schedule should reflect all grant eligible activities related to the project.

ACTIVITY	START DATE	PROJECTED COMPLETION DATE
Retain engineering consultant	June 1, 2001	July 10, 2001
Prepare preliminary engineering report and obtain VDH approval	July 10, 2001	December 31, 2001
Prepare Environmental Assessment and obtain approvals	July 10, 2001	November 13, 2001

-----

Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves advertising for engineering services for Groseclose Water and Sewer Combined Design Project from the Tobacco Commission Economic Development Initiative Grant for \$125,000.

-----

The Chairman appointed himself (J. S. Staley, Jr.) as representative to project oversight committee with the Town of Marion on the Hungry Mother Bike Trail - Preliminary Engineer Study.

-----

Motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, the Board approves staff's recommendation to prepare an application for Appalachian Regional Commission (ARC) funds for the Groseclose Sewer and Water Improvement Project.

-----

Upon motion of Ms. Widener, seconded by Ms. Neitch, and unanimously carried, the Board approves the following Services Agreement between Smyth County Board of Supervisors, Smyth County Sheriff's Department and Mount Rogers Community Services Board:

The Smyth County Board of Supervisors, Smyth County Sheriff's Department, and the Mount Rogers Community Services Board enter into the following agreement regarding services to inmates at the Smyth County Jail. This agreement shall cover the period from July 1, 2001 through June 30, 2002.

1. The Mount Rogers Community Services Board through the Mental Health

Center located at 416 East Main Street in Marion, Virginia, agrees to provide consultation and education to the Smyth County Sheriff's Department.

2. The Mount Rogers Community Services Board agrees to purchase and maintain professional liability insurance with the limits of at least one million dollars, and annually provide to the Sheriff and to the County Administrator evidence of such insurance.
3. The Mental Health Center will designate a staff member to provide consultation services for inmates at the Smyth County Jail on a weekly basis. This service will take place as requested by the designated staff person (s) at the Sheriff's Department. The Mental Health Center will allocate ten hours of time per month for this purpose. If additional time beyond the ten hours per month is requested, specific authorization will be required from the Smyth County Sheriff prior to the provisions of such services. The Mental Health Center staff will advise the Smyth County

Sheriff and the County Administrator of any additional cost incurred in any month.

4. A brief report will be prepared on each inmate seen at the Sheriff's Department. This report will include the reason for referral, current medications, an assessment of the situation and recommendation for addressing the needs of the inmate. This report will be completed at the time the service is provided and will be given to a designated staff member of the Sheriff's Department.
5. Structured training will be provided within the time allocation as specifically requested by the Smyth County Sheriff. This training may deal with such subjects as suicide prevention, identifying and treating depression, treatment approaches and alternatives with domestic violence, and identifying and working with the substance abuser. Other areas for training may be provided as negotiated between the Mental Health Center Director and the Smyth County Sheriff.
6. The Smyth County Sheriff's Department agrees to provide the Mental Health Center with the following:
  - A. A designated staff member who will act as liaison with the Mental Health Center for the purpose of organizing consultation and training activities.

- B. A room for meeting with inmates that allow for confidential consultation while also offering a safe environment for the consultant.
- C. In return for the above services, the Mental Health Center will submit a monthly invoice not to exceed \$200.00 to the Smyth County Sheriff's Department for services provided during the previous month. Additional services specifically authorized by the Smyth County Sheriff will be invoiced at a rate of \$20.00 per hour.

This agreement is to be reviewed on an annual basis and may be terminated by either party with sixty-day prior written notice.

Mount Rogers Community Mental Health Services

\_\_\_\_\_

Smyth County Board of Supervisors

\_\_\_\_\_

Smyth County Sheriff

\_\_\_\_\_

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Upon motion of Ms. Neitch, seconded by Ms. Widener, and unanimously carried, Carl A. Parson, Jr. is reappointed a member of the Rye Valley Water Authority for a term of office beginning upon his qualification and expiring June 30, 2005.

- - - - -

The following Board Matter were continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable Franchise in Smyth County.
3. Matter of adoption of a resolution concerning Statewide Mutual Aid for  
  
Emergency Management.
4. Matter of installation of a 6" water line on Rocky Hollow Road.
5. Insurance/Budget Committee recommendation concerning a Wellness Program.
6. Appointments:

**Youth Services Advisory Board**

Royal Oak - Kelly Owens

Park - Nina Crabtree

Northfork - Chris Snider



Member At Large - Scott Plummer

**Southwest Virginia Community Corrections** (Expires 10-301)

Roy F. Evans, Jr.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board tentatively approves the low bid of \$706,200.00 to Building Crafts, Inc. for the Hutton Branch Water Project.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the following warrant listing from the appropriate fund accounts:

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors

held at the County Office Building on Tuesday, July 24, 2001, at

4:00 p.m.

PRESENT: All Board Members save Ms. Widener and Mr. Bishop.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; Sally Morgan

The Chairman called the meeting to order.

-----

Upon motion of Mr. Roberts seconded by Ms. Jennings, and duly carried, the Board approves the Water Committee recommendation to accept the low bids as follows for the Hutton Branch Water Project:

Contract II	Tipton Construction Company	\$1,164,625.50
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Contract III	Mid-Atlantic Storage Systems, Inc.	\$ 134,000.00
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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and duly carried, the Board approves the request from Dewberry & Davis to employ up to three inspectors as per request from Rural Development on the Hutton Branch Water Project.

-----

Bud Owens, Building Official, presented the Board for a variance to the height restrictions of the Airport Safety Zoning Ordinance, in reference to a request from Tom Copenhaver. The variance would allow Mr. Copenhaver to install a radio transmitter tower for WZVA radio. The Smyth County Planning Commission had approved of said

variance. Mr. Owens also stated the FAA and the Virginia Department of Aviation had approved said request

Following discussion, upon motion of Ms. Jennings, seconded by Mr. Fullen, and duly carried, the Board approves the variance as stated above per request of the Smyth County Planning Commission to the height restrictions of the Airport Safety Zoning Ordinance.

- - - - -

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the Chairman is authorized to sign a letter of Agreement and Reporting Requirements for \$125,000 from the Virginia Tobacco Indemnification and Community Revitalization Commission to be used for the Groseclose area sewer line engineering study as follows:

By accepting economic development funds from the Virginia Tobacco Indemnification and Community Revitalization Commission, the grant or loan recipient ("recipient") hereby agrees to the following conditions:

1. The recipient shall provide the Commission staff with an annual report due thirteen (13) months after receipt of the grant or loan. Such report shall contain the following information:
  - (a) A summary of total project costs and total amounts expended to date.
  - (b) Source of funds expended.

- (c) Details on how the funds from the Commission were used.
- (d) Objectives accomplished during the year, based on original application for funds.
- (e) Status of the project and estimated time and cost for completion.
- (f) Report on any potential problems which will prevent timely completion of project.
- (g) A copy of the most recent audited financial statements.

This report, excluding financial statements, is to be no more than five (5) pages in length.

A reporting form is available from the Commission Office.

- 2. The recipient hereby agrees to spend the Commission funds only in the manner outlined in the recipient's application to the Commission.
- 3. The recipient hereby agrees to possible site visits by Commission members or staff to monitor the progress of the project.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and duly carried, the Board approves Amendment No. 4 to Engineering Agreement between Smyth County Board of Supervisors and Dewberry & Davis, Inc. as follows for the Hutton Branch Water Project:

This is an amendment, dated July 24, 2001, to the existing agreement for engineering services dated April 20, 1992 (Agreement), between the Smyth County Board of Supervisors (Owner) and Dewberry & Davis, Inc. (Engineer), for providing professional engineering services for the Hutton Branch Water Project located in Smyth County.

Rural Development requested changes in the Bidding Documents prior to advertising, due to the anticipation of a funding shortfall; the Engineer's estimate of cost exceeded project funds available.

The change involved reducing the quantity of work to be bid from approximately 52,000 LF to approximately 40,000 LF of main line pipe. The remainder was included as additive alternates or removed for a future bid. These changes affected the plans, reducing from 29 sheets to 19 sheets. Changes also included renumbering of the sheets, line numbers, station numbers, match lines, and quantity calculations.

Once the changes were made, the Owner requested the plans and specifications be changed back to the original 52,000 LF project. The Owner agreed to fund the shortfall pending additional funding being provided for the project. Dewberry & Davis, Inc. revised the plans to the original documents.

#### Cost Summary

Summary of additional labor:

Project Manager	7 hours @ \$60.00
-----------------	-------------------

Project Engineer      35 hours @ \$50.00

Cadd Drafter          40 hours @ \$45.00

Total                    \$3,970.00

Summary of additional direct costs:

Southern Graphics (print cost)                    \$ 192.00

Total Additional Costs:

Additional Labor                    \$3,970.00

Additional Print Cost                \$ 192.00

Total Additional Cost                \$4,162.00

The total fee for this work shall be **\$4,162.00**. The basis of billing shall be lump sum.

The fee shall be added to the Additional Services Budget.

In witness Whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Amendment to the April 20, 1993 Agreement in triplicate on the respective dates indicated below.

Smyth County Board of Supervisors

Edwin B. J. Whitmore, III

County Administrator

July 24, 2001

Dewberry & Davis, Inc.

Scott N. Wilson, P.E.

Assistant Branch Manager, Associated

July 24, 2001

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The Chairman recognized Ms. Norma McClure, a citizen, who requested to speak and make known to the Board her opposition to the proposed Zoning Ordinance.

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The Chairman recognized Arnold Sexton, a citizen, who requested the Board provide him a letter to present to the Smyth County Planning Commission that water would be available on the Hutton Branch Water Project. Mr. Sexton stated he could continue work on his proposed trailer park, if he could get this letter, so it could be approved.

Following discussion, upon motion of Ms. Jennings, seconded by Mr. Fullen, and duly carried, the County Administrator is directed to draft a letter to Mr. Sexton concerning the aforestated statement, after consultation with the County Attorney.

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The Chairman continued the Board Meeting to Tuesday, July 31, 2001, at 4:00 p.m. to discuss water matters and other matters that the Board deems appropriate.

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VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors  
  
held at the County Administration Building on Tuesday, July 31, 2001,  
  
at 4:00 p.m.

PRESENT: All Board Members

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; Sally Morgan;

John H. Tate, Jr. and Isaac Freeman

The Chairman called the meeting to order.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the County Administrator is directed to draw a check in the amount of \$13,566.48 to the Treasurer of Virginia for return of funds on the Watson Gap Housing Rehabilitation Project that was not used.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board continues the matter of request on contract with Hickory Hill Associates for emergency preparedness in relation to the County's hazardous materials emergency response plan.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

RESOLUTION FOR THE  
DECLARATION OF A LOCAL EMERGENCY

WHEREAS, the Board of Supervisors of the County of Smyth does hereby find that:

1. Due to the heavy rain storms on July 29, 2001, the County of Smyth is facing

dangerous flood conditions.

2. Due to the floods, a condition of extreme peril of life and property necessitates the

proclamation of the existence of an emergency;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that an emergency now exists throughout said County; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said emergency the powers, functions, and duties of the Director of Emergency Management and the emergency organization of the County of Smyth shall be those prescribed by state law and the ordinances, resolutions, and approved plans of the County of Smyth in order to mitigate the effects of said emergency.

-----

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into executive session to discuss the following matters:

- (1) Personnel matter as outlined in Section 2.1-344 (a) (1) of the Code of Virginia of 1950, as amended;
- (2) Consultation with legal counsel on contract negotiations for a water project as outlined in Section 2.1-344 (a) (7) of the Code of Virginia of 1950, as amended;
- (3) Acquisition of real property easements as outlined in Section 2.1-344 (a) (3) of the Code of Virginia of 1950, as amended.

The Chairman declared the executive session ended.

Vote: 7 Yea

0 Nay

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried,  
BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following  
resolution:

WHEREAS, the Smyth County Board of Supervisors has convened an executive  
meeting on this date pursuant to an affirmative recorded vote and in accordance with the  
provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by  
the Smyth County Board of Supervisors that such executive meeting was conducted in  
conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of  
Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public  
business matters lawfully exempted from open meeting requirements by Virginia law  
were discussed in the executive meeting to which this certification resolution applies, and

(ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 7 Yea

0 Nay

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the County Administrator is authorized to draw checks in an amount up to \$500.00 for easements on the Green Hill Sewer Project for easements.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the County Attorney for Water is authorized to proceed with condemnation proceedings on easements that cannot be obtained for the Hutton Branch Water Project.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and unanimously carried, the County Administrator is authorized to employ a County Engineer within the salary range advertised in the local newspaper while seeking applications for a County Engineer position.

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, the Board authorizes Anderson and Associates to proceed with the Allison Gap Project for engineering services with the following conditions: Invoices due from 90 days of the invoice date; Interest rate to be charged at the rate of prime interest as stated in the Walls Street Journal; County to adopt a Memo of Understanding for aforesaid.

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VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at  
County Administration Building on Wednesday, August 15, 2001, at  
12:00 Noon.

PRESENT: All Board Members

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally  
Morgan.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Ms. Sheila Widener led the Pledge of  
Allegiance.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Board  
approves the July

10, 2001 meeting minutes as presented.

Vote: 6 Yea

1 Absent (Roberts)

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the  
Board approves

the July 24, 2001 meeting minutes as presented.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the  
Board approves

the July 31, 2001 meeting minutes as presented.

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Upon motion of Ms. Widener, seconded by Mr. Bishop, and unanimously carried, the Board approves and appropriates a sum not to exceed \$175.00 to advertise the Dog/Cat

Vaccination Clinic for October 2001 in the two local newspapers.

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Upon motion of Ms. Widener, seconded by Ms. Neitch, and unanimously carried, the Board adopts the

following resolution:

WHEREAS, the Community of Whitetop is located in an isolated region of Grayson County; and

WHEREAS, the community is at a distance from available local services, including public library, adult

literacy and training, and recreation services, and WHEREAS, the Mount Rogers Community

Improvement Club, Inc. is proposing to construct an approximately 8,400 square foot community

services facility in Whitetop that will also serve residents in adjoining

Smyth and Washington Counties.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors supports the

construction of a community service facility at Whitetop as it will enhance the quality of life for citizens of

the region.

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The Chairman continued the matter of request to approve the Community Services Board's annual

Performance Contract with the Department of Mental Health, Mental Retardation and Substance Abuse

Services.

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During Citizens Time Priscilla Richardson, MA, JD, Vital Signs Representative, presented a report on

Vital Signs for the new Technology Corridor.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, BE IT RESOLVED

that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the County of Smyth wholeheartedly endorses renovation and reopening of the Historic

1929 Lincoln Theatre as a Cultural Arts Center for Marion, Smyth County, and the surrounding region;

and WHEREAS, the County of Smyth recognizes the Lincoln Theatre Renovation and Reopening

Project as an integral part of the Town and County's efforts to improve quality of life for its citizens; and

WHEREAS, the County of Smyth also recognizes the Historic 1929 Lincoln Theatre as a potential

magnet for building a stronger economy through increased tourism revenues, by stimulating development

of private businesses, especially when partnered with other Town and County attractions including

Historic Downtown Marion, the Appalachian Trail, the Museum of the Middle Appalachians, local Civil

War sites, Marion as the Home of Mountain Dew, Hungry Mother State Park, and Mount Rogers

National Recreation Area; and



WHEREAS, the County of Smyth acknowledges the children and adults who study music or work as

volunteers in cultural arts, especially in theatre, tend to develop stronger academic skills, earn higher SAT

test scores, develop better interpersonal skills, and become better prepared to join the workforce with

higher-level teamwork, problem-solving, and critical thinking skills; and

WHEREAS, the County of Smyth has allocated \$22,500 in funding to help support operations during the

planning and construction of this project during the 2001 - 2002 fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors fully supports

and encourages the development of the Historic Lincoln Theatre Renovation Project as part of an overall

plan for Improved Workforce Development and Economic Development of Smyth County.

BE IT FURTHER RESOLVED, that the County of Smyth encourages the reopening of the Lincoln

Theatre as a Cultural Arts Center, as part of the County's overall plan of improved aesthetics and quality

of life for all those wishing to experience the art, history, and hospitality of Marion and Smyth County.

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During Citizen's Time Ken Heath, Director, Marion Downtown Revitalization, appeared to present the

Board a long-term planning report.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board

appropriates the sum of \$1,000,000 for General County expenditures during the month of August 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board

appropriates the sum of \$300,000 for the Department of Social Services expenditures during the month

of August 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board

appropriates the sum of \$1,699,140.80 for the Smyth County School Board Operation expenditures

during the month of August 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board

appropriates the sum of \$1,6000 for the Smyth County School Board Textbook expenditures during the

month of August 2001.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board appropriates

the sum of \$484,088.97 for the Smyth County School Board School Debt and Capital Outlay

expenditures during the month of August 2001.

-----

Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Board endorses the

following letter from Steve Buston, Resident Engineer, Department of Transportation, dated July 11, 2001:

"I would like to follow-up my presentation concerning Route 600 to the Board of Supervisors on July 10,

2001 with some additional clarification. The reconstruction of Route 600 from Route 762, to Route 603

has been a high priority project to many interest parties for a number of years. Along with the Board of

Supervisors of Smyth County, the U. S. Forest Service and citizens of Konnarock can be included in

this. This road is to be reconstructed under four separate projects. The first two have been completed

and funded by the U. S. Forest Service. One of the two remaining projects will begin in the Fall of this

year and the last will begin in the Fall of 2002. Originally they were to be 100% funded by the U. S.

Forest Service until they were identified in the TEA-21 Federal Highway Bill to receive another source of

Federal funding requiring a county match of 20%. Smyth County could use its secondary highway

construction funding for the match and that has been programmed into the Secondary Transportation

Development Plan.

This was a matter that was handled by a previous Board of Supervisors and County Administrator so this

letter will provide the history behind the funding for the project. Although secondary funding could be

utilized for Route 600 it was recognized that this would delay other priority projects on the six-year plan.

It was presented to the Board of Supervisors by VDOT at this time that if they would program into their

six-year plan the 20% match required for federal funding of Route 600, then Forest Service funding

could be used to build two projects on Route 622 that are within National Forest Service boundaries. It

was estimated that the 20% match would total \$1 million for the two projects.

The construction estimates for the two projects are increased from their original estimates and the County

will have to program an additional \$262,000 for the match. Therefore a total match of \$1,262,000 will

have to be programmed into the six-year development plan for Route 600. This total match is not

required in a lump sum and can be funded over several fiscal years while the two projects are being

constructed. As of this date \$853,186 has been allocated to the projects, which leaves \$408,814 to be

programmed. With funding from the Forest Service on the two Route 622 projects, there will be no

adverse impact on project scheduling for any future secondary projects listed on Smyth County's

secondary development plan."

Vote: 6 Yea

1 Absent (Roberts)

-----

Upon motion of Mr. Roberts, seconded by Ms. Jennings, and duly carried, BE IT RESOLVED that the

Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Smyth-Washington Regional Industrial Facilities Authority (SWIFA) has received

approval from the Appalachian Regional Commission (ARC) for loan funding in the amount of \$500,000

for the construction of an 87,500 square foot shell building to be located in the Glade-Highlands

Regional Industrial Park; and

WHEREAS, ARC requires that the loan of \$500,000 be 100% collateralized by an irrevocable letter of

credit; and WHEREAS, SWIFA has requested that two letters of credit be secured, one from each of

the two Counties participating in SWIFA, in the amount of \$250,000 each for a total of \$500,000.

NOW, THEREFORE, LET IT BE RESOLVED that the Board of Supervisors of Smyth County,

Virginia, does hereby approve securing a letter of credit in the amount of \$250,000 for the purpose of

providing the necessary collateral for an ARC loan in the amount of \$500,000; and

BE IT FURTHER RESOLVED that Thomas B. Bishop, as one of the two Smyth County appointed

representatives to the SWIFA Board of Directors and as Vice-Chairperson for SWIFA is authorized to

obtain this letter of credit on behalf of Smyth County and SWIFA; and BE IT FURTHER RESOLVED

that this action is contingent upon the Board of Supervisors of Washington County obtaining a letter of

credit in the same amount, which shall be confirmed by receipt of a copy of a Resolution in substantially

the same form as this Resolution adopted by the Board of Supervisors of Washington County.

Vote: 6 Yea

1 Nay (Neitch)

-----

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried,  
the Board approves a musical festival permit for Konnarock, Green Cove, Laurel Valley  
Community

Association to be held on September 16, 2001 from 11:00 a.m. to 5:00 p.m.. Letters of  
approval were

received from the Smyth County Health Department and Smyth County Sheriff's  
Department.

-----

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the  
Board approves a

musical festival permit for the Adwolfe Volunteer Fire Department to be held on  
September 7<sup>th</sup> and 8<sup>th</sup>,

2001.

Letters of approval were received from the Smyth County Health Department and Smyth  
County

Sheriff's Department.

-----

Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the  
Board approves

use of the Courthouse lawn and exterior restrooms on Saturday, October 27, 2001, from  
9:00 a.m. to

4:00 p.m. for Marion Downtown Revitalization Association, Inc. Mountain Dew Day  
activities.

-----

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board approves

and accepts the Smyth County Youth Office Grant #01-I-17 from the Department of Juvenile Justice –

Virginia Delinquency Prevention and Youth Development Act Grant in the amount of \$53,622.000

(\$40,317 Act Funds and \$13,305 local funds) for fiscal year 2001 – 2002.

-----

Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried, the Board approves a

sum not to exceed \$646.00 for registration, motel reservation, and mileage for M. Jay Hubble, Smyth

County's representative on the RC & D Council to the Southeastern Association of RC & D Council

Regional Conference to be held in Lexington, Kentucky, on October 10th – 13th, 2001.

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, upon recommendation of

the Budget Committee, the Board approves the request from the Rye Valley Water Authority for a full

time employee to be added on the county payroll, said expenses of salary and benefits to be reimbursed

on a monthly bases.

-----

Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, upon recommendation of

the Budget Committee, the Board approves Hickory Hill Associates P. O. Box 29582 Richmond, VA

23242 revising the Smyth County Hazardous Material Incident Response Plan for a sum not to exceed

\$6,250.00. A grant in the amount of \$5,000 has been received to off set part of the cost for said Plan.

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Upon motion of Mr. Bishop, seconded by Ms. Neitch, and unanimously carried, upon recommendation

of the Budget Committee, the Board approves an additional appropriation of \$15,982.00 in local funds

for the Smyth County School Board fiscal year 2001 – 2002 for windows to be replaced in the Sugar

Grove Combined School -----

Upon motion of Mr. Bishop, seconded by Ms. Neitch, and duly carried, upon recommendation of the

Budget Committee, the Board approves \$108,711 for a grant from the Smyth County Community

Foundation for two (2) full and two (2) one-half time School Nurses. Said grant is for a period of one

year.

Vote: 6 Yea

1 Abstention (Jennings)

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, upon recommendation

of the Budget Committee, the Board approves special grants for Reading Excellence for Reading

Specialist to be used at the Atkins Elementary School in the amount of \$108,085 and Chilhowie



Elementary School in the amount of \$147,025 for the Smyth County School Board from State Funds.

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Total revised Smyth County School Board Budgets for fiscal year 2001 – 2002 is \$34,826,445

(\$255,110 Reading Excellence Grants; \$108,711 School Nurses Grant; \$15,982 Local Funds for Sugar

Grove Combined School Window replacement)

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Upon motion of Mr. Fullen, seconded by Mr. Bishop, and unanimously carried, upon recommendation of

the Budget Committee, the Board approves payment of \$25.00 for a Wellness Screening of all full time

employees who participate to be held on September 6<sup>th</sup>, 2001, to be conducted by the Smyth County

Health Department.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the County Administrator is

directed to draft a letter of appreciation to Rob Donnelly for his service on the Smyth-Bland Regional

Library.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, Dick Ryan is

appointed a member of the Smyth-Bland Regional Library Board for the remaining term of Rob

Donnelly, resigned, for a term of office upon his qualification and ending 12-31-2003.

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The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable Franchise in Smyth County.
3. Matter of adoption of a resolution concerning Statewide Mutual Aid for Emergency Management.
4. Matter of installation of a 6" water line on Rocky Hollow Road.
5. Appointments:

Youth Services Advisory Board

Royal Oak – Kelly Owens

Park – Nina Crabtree

Northfork – Chris Snider

Member At Large – Scott Plummer

Southwest Virginia Community Corrections (Expires 10-31-2001)

Roy F. Evans, Jr.

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Mark Hill, representing Dewberry & Davis appeared to discuss the Tomas Bridge Interconnection with

the Board.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and unanimously carried, the Board authorizes

the County Administrator to advertise a public hearing to be held on September 11, 2001, at 3:00 p.m.

on the Hutton Branch Water Project.

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Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried, the Board approves

the following warrant listing from the appropriate fund account:

VIRGINIA : At the regular meeting of the Smyth County Board of Supervisors held at  
  
the County Administration Building on Tuesday, September 11, 2001 , at  
  
12:00 noon .

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally  
  
Morgan.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Ms. Sheila Widener led the Pledge  
of Allegiance.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the  
Board approves the August 15, 2001 meeting minutes as presented.

Vote: 6 Yea

1 Absent (Roberts)

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During Citizens Time Doris Smith representing the Homemakers Club, appeared to extend an invitation to Board Members for lunch on October 9, 2001 , at the Ebenezer Lutheran Church . The Chairman accepted said invitation on behalf of the Board and set the time for 11:00 a.m.

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Stephen Farris, appeared during Citizens Time to renew his request for the Board too not to pass the proposed zoning ordinance.

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Earl McClure, appeared during Citizens Time to discuss violation of operating procedures for the Smyth County Planning Commission with the Board. Mr. McClure presented the Board some items he questioned.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Board appropriates the sum of \$800,000.00 for General County expenditures during the month of September 2001.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and duly carried, the Board appropriates the sum of \$300,000.00 for the Department of Social Services expenditures during the month of September 2001.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried, the Board appropriates the sum of \$4,248,279.28 for Smyth County School Operations expenditures during the month of September 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Board appropriates the sum of \$3,500.00 for Smyth County School Textbook expenditures during the month of September 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board appropriates the sum of \$605,766.65 for the Smyth County School Debt and Capital Outlay expenditures during the month of September 2001.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the matter of Rankin Electric Loan Application, Mount Rogers Planning District

Commission, that the County commit a match of \$15,000 on a loan in the amount of \$150,000 is referred to the Budget Committee.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approve Mount Rogers Mental Health & Mental Retardation Services Board annual performance contract with the Department of Mental Health, Mental Retardation and Substance Abuse Services.

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The Budget Committee recommended the Sheriff's Department V-Stop Grant not be reapplied for during calendar year 2002; County use local funds in the amount of \$15,500 for the V-Stop Grant position for the next six months; Re-evaluate said V-Stop position after six month period; Sheriff write legislators and the Department of Criminal Justice protesting increase in local share percentage from 75 - 25 to 55 - 45. Mr. Fullen called for the question. Recommendation failed to carry.

Vote: 3 Yea (Staley, Fullen, Widener)

4 Nay (Bishop, Roberts, Jennings , Neitch)

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Following discussion, upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the Board approves submission of Sheriff's Department Stop Violence

Against Women in Smyth County (V-Stop Grant) in the amount of \$30,993.00 (Federal \$17,046.00 Local Funds \$13,947.00) to the Department of Criminal Justice for calendar year 2002.

Vote: 4 Yea (Bishop, Jennings , Roberts, Neitch)

3 Nay (Staley, Fullen, Widener)

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Sally Morgan, Community Planner, presented a status report on Glade Highlands Regional Industrial Park .

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, the Board sets a joint public hearing with the Smyth County Planning Commission on October 2, 6:30 p.m. at the Marion Senior High School, 848 Stage Street, Marion, VA. on proposed Smyth County Zoning Ordinance. Mr. Fullen called for the question.

Vote: 6 Yea

1 Nay (Neitch)

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the



following agreement with Dewberry & Davis for preliminary engineering report on  
Groseclose Water Line Extension as follows:

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried,  
the Board continues its meeting to September 17, 2001 , at 4:00 p.m. for a public hearing  
on the proposed bond issues to finance water facilities to provide service to the Hutton  
Branch area and other matters the Board deems appropriate.

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The Water/Sewer Committee recommendations:

1. Last two sewer bills on Hungry Mother State Park have exceeded \$20,000. It  
was discovered a broken discharge line on pump #2 in the pump station  
caused the metering clock to run without any sewage being pumped into the  
force-main. As a result, all the sewage was actually pumped by pump #1 and  
metered on clock #1. Recommend bills be adjusted to reflect only the time on  
pump #1....June & July bill be adjusted to \$4,022.97...July & August bill be  
adjusted to \$6,908.38.

Following discussion, upon motion of Mr. Roberts, seconded by  
Ms. Widener, and unanimously carried, the Board accepts the  
Water/Sewer Committee recommendation as aforestated.

2. Cost analysis of labor, materials and equipment to make a water

tap on existing lines was presented. A new fee was recommended in the amount of \$545 instead of \$425 for existing water systems.

Following discussion, upon motion of Mr. Roberts, seconded by Ms.

Jennings, and unanimously carried, effective October 1, 2001, the Board accepts and approves the Water/Sewer recommendation outlined above that all new service requests for a water tap shall be \$520.00 plus \$25.00 application fee....total. \$545.00.

3. Motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried,

refer the matter of contract with Town of Chilhowie for water purchases on Pioneer Road project and St. Clair Creek project to the Water/Sewer Committee for further study.

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Upon motion of Ms. Widener, seconded by Ms. Bishop, and unanimously carried, the Board concurs with the Town of Marion on the selection of Anderson & Associates as engineers for the Hungry Mother Hiking/Biking Trail.

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The Chairman appointed the following to study closing out the Sam Bishop Trust Fund in the amount of \$1,144.29 and Aaron Lash fund in the amount of \$1,686.62, upon

legal opinion from County Attorney ....Tom Bishop, Tom Burkett, Dr. Marvin Winters,  
Ms. Evelyn Lawrence, and Ed Whitmore.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the  
Board orders the matter of adoption of a resolution concerning Statewide Mutual Aid for  
Emergency Management dropped from the agenda.

Vote: 6 Yea

1 Nay (Roberts)

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The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable franchise in Smyth County .
3. Matter of installation of a 6" water line on Rocky Hollow Road .
4. Appointments:

Youth Services Advisory Board

Royal Oak - Kelly Owens

Park - Nina Crabtree

Northfork - Chris Snider

Member At Large - Scott Plummer

Southwest Virginia Community Corrections (Expires 10-31-01 )

Roy F. Evans, Jr.

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Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing on Hutton Branch Water Project where the County intends to serve and develop a water system with federal grant/loan funding provided by Rural Development (USDA) and loan funding from the Virginia Department of Health.

Approximately eight (8) citizens were in attendance.

Mr. Bob Parsons spoke in favor of said project.

The Chairman declared the public hearing closed.

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The Chairman appointed the following to review engineering proposals on the Thomas Bridge Interconnection: Mike Roberts, J. S. Staley, Jr., and Darlene Neitch.

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During citizens time Tom Bishop, on behalf of H. Eugene Groseclose, requested the Board approve use of the lot in front of the Old High School during Apple Festival, September 22<sup>nd</sup> through September 30<sup>th</sup>. Insurance certificate was provided.

Following discussion, upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, said request as aforestated is approved.

Vote: 6 Yea

1 Absent (Roberts)

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Solid Waste Committee reported on the status of the proposed Nebo Convenience Station. The Chairman requested Mr. Donnie Fullen contact Dr. Hayes to see if she is still willing to let the County construct convenience station on her property for free.

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During Highway Time Warren Shores talked with the Resident Engineer concerning Route 661 being widen so he can his tractor trailers into his property for his business delivers.

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Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Department of Transportation to receive citizens

comments prior to the Six-Year Secondary Road Plan being updated and prioritizing projects to be included in the first year of the plan for fiscal year 2002 -2003.

Approximately twenty-five citizens were present.

The Chairman declared the public hearing closed.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the following warrant listing in the amount of \$440,088.33 from the appropriate fund accounts:

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at  
  
the County Administration Building on Tuesday, October 9, 2001, at  
  
12:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally  
  
Morgan.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Mr. Donnie Fullen led the Pledge of  
  
Allegiance.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously  
carried, the Board approves the September 11, 2001 meeting minutes as presented.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the September 17, 2001 meeting minutes as presented.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the September 18, 2001 meeting minutes as presented.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the October 2, 2001 meeting minutes with the following change strike out the following paragraph....”Planning Commission Chairman, Paul Grinstead, called for a motion to continued the Planning Commission meeting until Thursday, October 4, 2001, at 6:30 p.m. in the Board of Supervisors meeting room at 121 Bagley Circle Marion, Virginia, to consider public comments on the proposed zoning ordinance. Motion of Mr. Blevins, seconded by Mr. Atwell, and duly carried.”

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During Citizens Time Velda Frye and Norma McClure appeared to state they opposed the proposed zoning ordinance.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board appropriates the sum of \$300,000 for the Department of Social Services expenditures during the month of October 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board appropriates the sum of \$900,000 for General County Expenditures during the month of October 2001.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board appropriates the sum of \$3,003,620.76 for Operational expenditures, \$20,000 for Textbook expenditures, and \$506,178.79 expenditures for the Smyth County Schools expenditures during the month of October 2001.

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The Administrator introduced Duncan McGregor, as the new County Engineer, to come to work effective October 15, 2001.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, Saturday, October 20, 2001 has been selected in order to correspond with other clean-up activities scheduled throughout the state and in conjunction with the Great State Trash-Off, and

WHEREAS, the Area Beautification Committee of the Chamber of Commerce of Smyth County, Inc. is encouraging all Adopt-A-highway program participants, churches, clubs and organizations to schedule a clean up to correspond with this day, and

WHEREAS, the Virginia Department of Transportation is arranging special pickups to support the efforts of volunteers throughout the Smyth County area.

NOW, THEREFORE, BE IT RESOLVED, that the Smyth County Board of Supervisors acknowledges the importance of encouraging area residents to work together to maintain the appearance of Smyth County, and declares October 20, 2001, as "Smyth County Fall Clean-Up Day."

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the matter of request from the Mount Rogers Planning District Commission for the Board to appoint a minority person to serve on their Board for a term of four (4) year is continued.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the Board designates J. S. Staley, Jr. as representative of the Board to cast its vote at the Annual Business Meeting to be held on Tuesday, November 13, 2001, at the Homestead.

Vote: 6 Yea

1 Abstention (Staley)

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves discharge in the amount of \$229.39 on the water account of Herman L. Pafford Route 1 Box 121 Marion, Virginia, under notice of Chapter 7 Bankruptcy Court Case.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the matter of a letter of endorsement for the Virginia Highlands Small Business Incubator is continued.

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Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Board adopts the following resolution of endorsement for the Founders of America's Communities Programs:

WHEREAS, Smyth County has the potential to be an exceptional tourism destination, and

WHEREAS, some important persons and events related to the founding of the United States are associated with Smyth County , and

WHEREAS, the Founding of the United States is a story deserving greater recognition and would provide the basis for additional tourism opportunities in the Commonwealth, and

WHEREAS, communities have an opportunity to share in the Commonwealth's 2007 Rediscovery through the Founders program,

BE IT HEREBY RESOLVED that the Smyth County Board of Supervisors supports the Founders of the American Communities in Virginia program in order to foster recognition of the Commonwealth's unique role in the creation of the American Republic, and

BE IT FURTHER RESOLVED that the Virginia State Legislature be encourage to pass such resolutions as necessary to create and fund such a program.

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Sally Morgan and Manuel Street gave a verbal report on the Local Geographic Information System (GIS) Program for Smyth County.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried,  
BE IT RESOLVED that the Board divides the Fire Programs Funds in the amount of  
\$30,855.11 as follows:

Town of Saltville	\$1,142.52
Town of Chilhowie	\$1,142.52
Atkins Volunteer Fire Department	\$7,142.52
Nebo Volunteer Fire Department	\$7,142.52
Sugar Grove Volunteer Fire Department	\$7,142.52
Adwolfe Volunteer Fire Department	\$7,142.51

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The Budget Committee recommendation concerning a quote from Valley Office  
Machines & Equipment, Inc. for FTR Portable Reporter Software is continued until after  
a demonstration at the November 14, 2001, Board of Supervisors meeting.

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Upon motion of Mr. Bishop, seconded by Ms. Widener, and unanimously carried,  
the matter of Rankin Electric request is hereby referred to the Smyth County Industrial  
Development Authority upon recommendation of the Budget Committee.

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Upon motion of Mr. Roberts, seconded by Ms. Jennings, and unanimously carried, Roy F. Evans, Jr. is reappointed a member of the Southwest Virginia Community Corrections for a term of office beginning upon his qualification and expiring 10-31-2003

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The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable franchise in Smyth County.
3. Appointments:

## **Youth Services Advisory Board**

Royal Oak – Kelly Owens

Park – Nina Crabtree

Northfork – Chris Snider

Member At Large – Scott Plummer

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David Rose, representing Davenport and Company, appeared to answer questions concerning the Southwest Virginia Regional Jail.

Following discussion, upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SMYTH,  
A PARTICIPATING MEMBER OF THE SOUTHWEST VIRGINIA REGIONAL JAIL  
AUTHORITY APPROVING SUPPORT AGREEMENT**

WHEREAS, the Southwest Virginia Regional Jail Authority (the “Authority”) was created by the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington and Wise and the City of Norton (together, the “Participating Members”), by each of its Board of Supervisors and City Council (the “Governing Bodies”) pursuant to Section 53.1-95.2 of the Code of Virginia of 1950, as amended (the “Act”), for the purpose of constructing and operating a regional jail facility or facilities (the “Jail Facilities”); and

WHEREAS, the Participating Members have requested the Authority to initiate the design, acquisition, construction and equipping of the Jail Facilities and to finance the initiation of the same through the issuance of the Authority’s revenue bond anticipation note or notes for a total amount of \$1,100,000 (the “Notes”) and each Participating Member will allocate to the Authority a portion of its “bank qualified” designation in the same amount as its estimated percentage use of the Jail Facilities as shown in the Support Agreement (as defined below); and

WHEREAS, the Authority is willing to issue the Notes to finance the initiation of the design, acquisition, construction and equipping of the Jail Facilities and the Participating Members are each willing to enter into a Support Agreement (the “Support

Agreement”) with the Authority to provide sufficient monies for the Authority to pay the principal and interest on the Notes when due, each to provide for the health, safety and welfare of the citizens of each Participating Member; and

WHEREAS, the Authority proposes to use the proceeds of the Notes to pay a portion of the costs of the design, acquisition, construction and equipping of the Jail Facilities (including the issuance cost of the Notes) to be secured by the revenues payable under the Support Agreement between the Participating Members and the Authority and the pledge of proceeds from the issuance by the Authority of long-term revenue bonds for the Jail Facilities; and

WHEREAS, the Authority anticipates issuing up to \$5,000,000 in additional revenue bond anticipating notes to finance a portion of the costs of the design, acquisition, construction and equipping of the Jail Facilities which additional notes will be issued on parity basis with the Notes subject to approval by each of the Governing Bodies of the Participating Members; and

WHEREAS, there have been presented to this meeting drafts of the following documents (the “Documents”) which the authority and/or Participating Members propose to execute to carry out the transactions described above, copies of which shall be filed with the records of the Participating Members.

- (a) The Authority’s Revenue Bond anticipating Note or Notes in the form attached hereto, in an amount not to exceed \$1,100,000 with the terms and conditions, including but not limited to, the interest rate at a rate per



annum not to exceed 5.50% to be determined by the Chairman of the Authority, with a maturity of October 31, 2003, with interest payable on the last day of each April and October, and with principal due along with interest on October 31, 2003, with the option to prepay or redeem the Notes on or after September 30, 2001; and

- (b) The Support Agreement between the Authority and the Participating Members, whereby the Participating Members agree to make payments there under sufficient pay principal and interest on the Notes when due.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SMYTH:

1. The following plan for financing the initial costs of the Jail Facilities is approved by the Board of Supervisors (the “Governing Body”) of the County of Smyth (the “Participating Member”). The Authority shall use the proceeds from the issuance of the Notes to finance the initiation of the design, acquisition, construction and equipping of the Jail Facilities. The obligation of the Authority to pay principal and interest on the Notes will be limited to payments received from the Participating Members under the Support Agreement and/or the proceeds from the sale of long term revenue bonds of the Authority for the Jail Facilities. The obligation of the Participating Members to make payments under the Support Agreement will be subject to the Governing Bodies making annual appropriations for such purpose. The Note will be secured by the

Support Agreement and the pledge of the proceeds from the sale of long-term revenue bonds for the Jail Facilities. The Governing Body hereby irrevocably allocates to the Authority for the Note, a portion of its “qualified tax-exempt obligation” amount for the calendar year 2001, within the meaning of Section 265 (b) (3) of the Tax Code, equal to its estimated percentage of use of the Jail Facilities as shown in the Support Agreement (13.6% of \$1,100,000 or \$149,600) which allocation bears a reasonable relationship to the respective benefits received by the Participating Member. It is anticipated that additional notes in an amount up to \$5,000,000 will be issued by the Authority to pay a portion of the costs of the Jail Facilities, on a parity with the Notes subject to approval by each of the Governing Bodies of the Participating Members.

2. The Chairman or Vice Chairman of the Governing Body, or either of them, is hereby authorized and directed to execute the Support Agreement and such other documents as are necessary to finance the initial costs of the Jail Facilities.
3. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

4. All other acts of the officers of the Participating Member that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Notes by the Authority, the execution and delivery of the Support Agreement by the Participating members and the undertaking of the design, acquisition, construction and equipping of the Jail Facilities is hereby approved and ratified.
5. Nothing in this resolution or in the Support Agreement is or shall be deemed to be a lending of the credit of any Participating Member to the authority or to any holder of any of the Notes or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the Participating Member. Nothing herein contained nor in the Support Agreement shall bind or obligate the Governing Body to appropriate funds to the Authority for the purposes described herein nor shall any provision of this resolution give the Authority or any holders of the Notes or any other person any legal right to enforce the terms hereof against the Governing Body or the Participating Member.
6. This resolution shall take effect immediately.

ADOPTED: This 9<sup>th</sup> day of October, 2001.

\_\_\_\_\_Chairman

Vote: 6 Yea

1 Nay (Neitch)

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and duly carried,

BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following  
Support Agreement for Southwest Virginia Regional Jail Authority:

#### SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT, made as of 9<sup>th</sup> day of October, 2001, by and  
between the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington  
and Wise and the City of Norton (together the “Participating Members” and individually  
a “Participating Member”), by each of its Board of Supervisors and City Council (the  
“Governing Bodies”) and the Southwest Virginia Regional Jail Authority (the  
“Authority”).

WITNESSETH:

WHEREAS, the Authority was created by the Participating Members, by  
concurrent resolutions of the Governing Bodies pursuant to Section 53.1-95.2 of the Code

of Virginia, as amended (the “Act”), for the purpose of constructing and operating a regional jail facility or facilities (the “Jail Facilities”); and

WHEREAS, the Participating Members have requested the Authority to initiate the design, acquisition, construction and equipping of the Jail Facilities and to finance the initiation of the same through the issuance of the Authority’s revenue bond anticipating note or notes for a total amount of \$1,100,000 (the “Notes”); and

WHEREAS, the Authority is willing to issue the Notes to finance the initiation of the design, acquisition, construction and equipping of the Jail Facilities and the Participating Members are each willing to enter into this Support Agreement with the Authority so as to provide for the health, safety and welfare of the citizens of each Participating Member; and

WHEREAS, the Authority anticipates issuing up to \$5,000,000 in additional revenue bond anticipating notes (the “Additional Notes”) to finance a portion of the costs of the design, acquisition, construction and equipping of the Jail Facilities which will be on parity with the Notes.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt of which is hereby acknowledged, the parties’ doe covenant and agree as follows:

I. AGREEMENT TO INITIATE THE DESIGN, ACQUISITION,  
CONSTRUCTION AND EQUIPPING OF THE JAIL FACILITIES

1. The Authority agrees to initiate the design, acquisition, construction and equipping of the Jail Facilities set forth in Exhibit

A attached hereto and made a part hereof by this reference for the benefit of the citizens of the Participating Members.

2. The Authority agrees to initiate the design, acquisition, construction and equipping of the Jail Facilities in compliance with all local, state and Federal laws and regulations applicable to the Jail Facilities, including, but not limited to the regulations governing regional jail authorities promulgated by the Commonwealth of Virginia, Department of Corrections.

VOTE: 6 Yea

1 Nay (Neitch)

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The Chairman continued the meeting to October 12<sup>th</sup>, 2001 , at 9:00 a.m. for a public hearing on the Hutton Branch Water project and reconsideration of bonding resolutions and other items as the Board deem appropriate.

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The Chairman passed the gavel and relinquished his chair to Vice Chairman, Donnie Fullen. Mr. Staley discussed a newspaper article with Ms. Carolyn Holman that

appeared in the Smyth County News-Messenger. Ms. Holman spoke also concerning the newspaper article. Ms. Jennings spoke also concerning the newspaper article.

The Vice Chairman relinquished the chair back to the Chairman.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Board approves the following warrant listing in the amount of \$549,244.40 out of the appropriate fund accounts:

VIRGINIA : At a continued meeting of the Smyth County Board of Supervisors held at  
the County Administration Building on Friday, October 12, 2001 .

PRESENT: All Board Members save Mr. Bishop.

STAFF: Edwin B. J. Whitmore, III; John H. Tate, Jr.; Sally Morgan

The Chairman called the meeting to order.

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Pursuant to notice duly published in a local newspaper the Board proceeded to conduct a public hearing on the proposed issuance of two series of general obligation bonds of Smyth County , in the respective amounts of \$334,000 and \$133,000 to finance water facilities and provide service to the Hutton Branch area.

No one appeared to speak.

The Chairman declared the public hearing closed.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolutions:

Vote: 6 Yea

1 Absent (Bishop)



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Upon motion of Ms. Neitch, seconded by Ms. Jennings, and duly carried, the Board approves payment to Jack Owens Plumbing & Heating, Inc. for Estimate #6 in the amount of \$7,493.35 on the South Fork Water Project.

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The Chairman permitted Ms. Carolyn Holman read a letter from Joseph Summit stating his opposition to the proposed Smyth County Zoning Ordinance.

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(Note: Tom Bishop came in during the discussion on the proposed Smyth County Zoning Ordinance)

The Smyth County Planning Commission presented the Board a final draft version of the proposed Smyth County Zoning Ordinance.

Following discussion, upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts Smyth County Zoning Ordinance as follows effective January 1, 2002 :

Vote: 6 Yea

1 Nay (Neitch)

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board adopts the following resolution:

BE IT RESOLVED that the Smyth County Board of Supervisors authorizes Mary Ann Evans to sign as an authorized representative for Smyth County on the Hutton Branch Water Project financing.

Vote: 7 Yea

0 Nay

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, Casey Roberts is appointed a Member At Large of the Smyth County Youth Services Advisory Board for a term of office beginning upon her qualification and ending October 31, 2002

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VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Administration Building on Wednesday, November 14, 2001, at 12:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally Morgan.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Ms. Shelia Widener led the Pledge of Allegiance.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the October 9<sup>th</sup> and October 12, 2001 meeting minutes as presented.

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During Citizen's Time Harry Stanberry appeared to request letter for permission to continue operation of the Ridgefield Ambulance Service under the new owners.

Following discussion, upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors permits the Ridgefield Ambulance Service P. O. Box 1580 Chilhowie, VA 24319 to continue operation of the Ambulance Service under new ownership in Smyth County.

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During Citizen's Time Dave Barrett, Assistant Director, Mount Rogers Planning District Commission appeared to request the Board approve resolutions of support for Rural Virginia Prosperity Commission, Tax Reform, and Tobacco Commission Application.

Following discussion, the Chairman continued the aforesaid request until the next regular meeting of the Board.

-----

During Citizen's Time, Bill Rush, Town Manager for the Town of Chilhowie and Mayor John Mayson, appeared to request the *parcel* of land in front of the old High School be leased or sold to the Town of Chilhowie for a green space.

Following discussion, upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, said request if referred to the Building and Grounds Committee with power to advertise said property, if they determine to recommend the Board lease/ or sell said property to the Town of Chilhowie, for a public hearing to be held on December 11, 2001.

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During Citizen's time Nichole Sikora, representing the Southwest Virginia Technology Center, appeared to present said Board information of the Center.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board appropriates the sum of \$1,000,000 for General County expenditures during the month of November 2001.

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Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board appropriates the sum of \$300,000 for Department of Social Services expenditures during the month of November 2001.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board appropriates the sum of \$3,325,990.64 for Smyth County Schools Operation expenditures; \$990.00 for Smyth County School Textbook fund expenditures; and \$247,995.51 for Smyth County School Debt and Capital Outlay fund expenditures during the month of November 2001.

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the matter of request from M. Richard Walker, Commissioner of the Revenue concerning tax refund on real estate taxes for the years of 1998, 1999, and 2000 for Weldon S. and Brenda H. Overbay is continued.

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the Board accepts the award of \$5,000 to the Smyth County Sheriff's Department for DUI – Alcohol In Relation to Highway Safety (AL02-57-58857) from the Virginia Department of Motor Vehicles.

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the Board approves an additional amount for legal services from \$11,500 to \$20,000 to

Freeman Associates on the Hutton Branch Water project, subject to Rural Development approval.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Board approves the following *additional* holidays for County Employees:

½ Day starting 12:00 Noon Wednesday, November 21, 2001 for Thanksgiving.

All Day on Monday, December 24, 2001 for Christmas.

All Day on Monday, December 31, 2001 for New Year's.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves the purchases of equipment for the 911 Dispatch Center out of the 911 Surcharge funds in the amount of \$23,937.00 plus \$3,765.00 = \$27,702.00.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, Fausto Obregon is appointed as minority member to the Mount Rogers Planning District Commission Board for a term of office beginning upon his qualification on January 1, 2002 and ending December 31, 2006, subject to the County Administrator checking on any problems for present members on the Executive Committee of the Planning Commission.

-----

Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, the Board endorses the construction of the proposed facility for the Virginia Highlands

Small Business Incubator, and supports their efforts in encouraging the creation of new small businesses through this project. The Board does request that the Virginia Highlands Small Business Incubator, Inc. coordinate its efforts as much as possible with the Smyth County Enterprise Center, Inc. in Marion with potential joint programs and



services.



ANDERSON  
AND  
ASSOCIATES, INC.

Professional Design Services

November 13, 2001

Mr. Ed Whitmore  
County Administrator  
Smyth County  
121 Bagley Circle, Suite 100  
Marion, VA 24354

Re: Smyth Co. / Town of Marion  
WebGIS Services  
JN 19295.99

Dear Mr. Whitmore:

Anderson & Associates, Inc. is pleased to submit this proposal for providing you with a simple user interface for public access to Smyth Co. / Town of Marion spatial data. The following paragraphs describe services offered by Anderson & Associates, Inc. and our calculation of your proportionate share of the combined WebGIS site. We are using an 80% share of joint costs to be borne by Smyth County.

**A. Scope of Services**

1. **Initial Data Preparation.** Anderson & Associates will prepare your digital data for access on the Web using the WebGIS program for the base fee indicated below. This one-time, initial fee is for your share of preparation of your data as shown below for service on the Web. Fifty percent (50%) of the total is due upon signing the contract and the remaining fifty percent is due within 30 days of completion. All data must be in topological format. Preparation of data that is not in digital form or is not in the proper format will be charged at our standard hourly rates upon your authorization. Layers of data or hyperlinks to data, in addition those shown below will be charged at \$100 per layer that appears on the GIS or hyperlink that takes viewer to another web page or database as indicated below.

\\nabg\project\191529\general\acgth-marion\acgth 11-13-01.doc An Employee-Owned Company  
100 Ardmore Street, Blacksburg, VA 24060 (540) 552-5592 (540) 552-5729 fax www.andassoc.com  
Blacksburg, Fredericksburg, Middletown & Richmond, Virginia • Greensboro, North Carolina • Tri-Cities, Tennessee



Mr. Ed Whitmore  
November 13, 2001  
Page 2 of 3

Initial Data Preparation & Set Up Charge		=	\$5000
Roads	@\$100	=	\$100
Structures	@\$100	=	\$100
Parcels	@\$100	=	\$100
Zoning	@\$100	=	\$100
Soils	@\$100	=	
School Zones	@\$100	=	
Contours (from USGS DRGs)	@\$100	=	\$100
Aerial Photography (from USGS DOQs)	@\$100	=	\$100
Flood Zones	@\$100	=	
Water System	@\$100	=	\$100
Sewer System	@\$100	=	\$100
Fire Districts	@\$100	=	
Emergency Service Districts	@\$100	=	
Other Layers	@\$100	=	
Total Initial Data Preparation Charges		=	\$5,800

Smyth County share  $\$5800 \times 80\%$  = \$4,640

Parcel Data Cleanup: We will clean and modify parcel data that we have received from Mount Rogers PDC so that it will correctly link with your real estate database. We will also review the conflation of the digital parcels to the DOQs and correct major distortions. This will include only areas outside of Marion.

Smyth County cost = \$7,000

2. Data Serving & Maintenance. A&A will serve your data on our Web site for monthly fees as indicated below. No resale or serving other organizations is allowed. One data update per month is allowed in the base charge, additional updates are charged as indicated below. Any changes in the data update format that require troubleshooting or programming analysis will be billed at our hourly rate for additional services as indicated below. We require advance written notice of any data format changes in order to provide uninterrupted, quality service.

Parcel Maintenance (optional). A&A will draft your parcel splits and add them to your digital map. You will be responsible for supplying the necessary data. The revised mapping will be added to the Web site within 48 hours of receiving the data.

Data Serving	@ \$0.005 per capita x _____ .8 x min of \$200	=	\$160
Layers or Hyperlinks	8@ \$20 each per mo. x .8	=	\$128
<b>Total Data Serving &amp; Maintenance per month</b>		=	<b>\$288</b>



Mr. Ed Whitmore  
November 13, 2001  
Page 3 of 3

3. Additional Services

Source Code for WebGIS (for internal use only)	@\$9,995	=	
Hourly Rates for Additional Services	@ \$70 per hour x _____ hr	=	

B. Owner's Responsibilities

1. Provide updates of data in established format and provide notification of any URL address changes.
2. Layers may be added at any time at a one-time cost of \$100 plus \$20 per month serving and maintenance charge.

C. Schedule

We will begin preparing data upon your notice to proceed. We propose to begin serving your data within 30 days of receiving data in the proper format. The terms of this contract extend for one year beginning December 1, 2001 through November 30, 2002.

This proposal shall be considered valid for 90 calendar days from the date of the proposal.

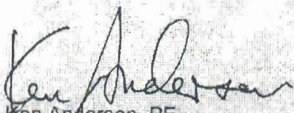
D. Approval


If you find this proposal acceptable, please sign the enclosed copy and return it to us for our records. A faxed copy will be acceptable as notice to proceed, with originals following by mail.

Thank you for the opportunity to assist you with this project. Please call me at 1-800-763-5596 or email me at [evans@andassoc.com](mailto:evans@andassoc.com) if you have any questions.

Sincerely,

ANDERSON & ASSOCIATES, INC.

  
Ken Anderson, PE  
President

  
Waverly C. Evans  
GIS Project Manager

Accepted by:  Date: 11-19-01

Title: County Administrator

\\slg1\project\19112001\generationsh-marcin webgis 11-13-01.doc

Upon motion of Mr. Bishop, seconded by Mr. Roberts, and unanimously carried, the Board approves the following amounts for Right-Of-Way Easements on Green Hill/Shuler Hollow Sewer System project, subject to the Water Attorney's approval of said easements:

Ronald Rhett and Charlotte Sutherland	\$3,000.00
Brenda C. Pennington	\$6,900.00

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, the Board adopts the following agreement with Anderson and Associates for WEBGIS services:

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Status reports were given on the following projects:

1. Cedars/Hall Addition Sewer Project.
2. Hutton Branch Water Project.
3. Allison Gap Sewer Project.

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and duly carried, a proposal concerning administration of the Zoning Ordinance was referred to the Budget Committee, with power to act.

Vote: 6 Yea

1 Nay (Neitch)

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The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable franchise in Smyth County.
3. Appointments:  
(Royal Oak – Kelly Owens; Park – Nina Crabtree; Northfork - Chris Snider)
4. Budget Committee report concerning quote from Valley Office Machines & Equipment – FTR Portable Reporter Software.

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and duly carried, the County Administrator is authorized to advertise the position of Finance Director for Smyth County.

Vote: 5 Yea

2 Nay (Roberts and Neitch)

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, Rita Frye is appointed a member of the Smyth-Bland Regional Library Board for a term of office beginning upon her qualification and expiring December 31, 2002.

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Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Board approves the following warrant listing out of the appropriate fund account:



November 2001 Bills

Campbell, Carie H.	139.95	37991
Carter, Tammy M.	100.00	37996
Maiden, Betty Helton	100.00	38108
Briggs, Tisha Carrier	100.00	37981
Taylor, T. Michael	100.00	38214
Dungan, Betty V.	143.64	38019
Berry, Ada H.	110.00	37966
Blevins, Dorothy	110.00	37970
Walker, Linda M.	110.00	38249
Coe, George B.	100.00	38001
Spencer, Ralph H.	155.52	38194
Atwell, Darleyne B.	110.00	37954
Sanders, Annie M.	100.00	38169
Buchanan, Janavee	110.00	37985
Ratcliffe, Laura H.	110.00	38157
Coulthard, James A.	10.00	38003
Odum, Robert W.	136.88	38132
Sturgill, Rebecca S.	100.00	38206
Shorey, Frances L.	100.00	38177
Haynes, Kittie G.	110.00	38066
Campbell, Karla Little	100.00	37992
Morphew, Terri H.	10.00	38120
Hopkins, Myrtle T.	135.00	38076
Hopkins, Jean B.	110.00	38075
Hopkins, Carl Ray	110.00	38074
Ferguson, Alfred W.	110.00	38031
Bowman, Ruth Haga	110.00	37978
French, Barbara Hopkins	10.00	38040
Sayers, Barbara C.	125.00	38170
Funk, Florence	110.00	38043
Dean, Mary T.	110.00	38010
Ernest, Edna R.	110.00	38024
Young, Ania Louise	110.00	38266
Atwood, Naomi T.	135.96	37955
Staley, Sara H.	110.00	38200
Sword, William M.	110.00	38209
Tomlinson, Edward	110.00	38219
Cullop, William Edward	110.00	38006
Hash, Jean W.	141.00	38061
Bales, Donald L.	110.00	37958
Catron, Mary Louise	110.00	37997
Call, Dreema Ann	110.00	37990
Evans, Elsie M.	110.00	38026
Bales, Nancy S.	10.00	37959
Plummer, Anna Lee	10.00	38147
Lawrence, Marie B.	136.08	38100
Blevins, Daniel S.	110.00	37968
Walton, Beulah O.	110.00	38253
Breen, Gerald F.	110.00	37980
Taylor, Raymond, V.	110.00	38213
Sexton, Wayne J.	139.32	38171
Heath, Porter E.	110.00	38068
Dean, Jean W.	Void	38009
Williams, Burleigh	110.00	38258
Olinger, Mary Lou	110.00	38134
Blevins, Wanda V.	139.32	37974
Spickard, Carol D.	110.00	38196
Sturgill, Paul R.	110.00	38205
Robbins, Della G.	110.00	38163
Blevins, Lillian Hooven	100.00	37972
Heath, Hazel H.	143.64	38067
Byrd, Lucille H.	110.00	37988
Grinstead, Barbara Ann	110.00	38052
Phibbs, Gary W.	110.00	38142
Blevins, Rita Kaye	110.00	37973

**ELECTION OFFICIALS (CON'T)**

Griffith, Phyllis N.	10.00	38050
Parsons, Anne H.	147.96	38140
Prater, Elizabeth D.	110.00	38149
Shupe, Roy G.	110.00	38180
Worley, Christy P.	110.00	38261
Havens, Rebecca Cox	110.00	38063
Hall, James T.	10.00	38060
Cox, William Frank	10.00	38004
Shumate, Adiniah P.	159.30	38179
Absher, Cindy Lynn	110.00	37943
Trent, Vicky Wyatt	110.00	38228
Adams, Russell, E.	110.00	37944
Gilley, Linda w.	100.00	38046
Hoosier, Arley J.	10.00	38073
Price, T. Eugene	125.00	38151
George, Carolyn D.	100.00	38045
Osborne, Wava C.	100.00	38137
Ferguson, Frances	110.00	38032

**VIRGINIA ASSOCIATION OF COUNTIES**

Board of Supervisors - Registration	200.00	37939
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**AMERICAN ELECTRIC POWER**

Water Department	230.03	
Convenience Station	167.93	
Saltville Clinic	68.08	
	<hr/> 466.04	37940

**A&B CABS**

CSA Pool	3.00	37941
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**AT&T**

Sheriff	25.23	37942
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**ADELPHIA**

Sheriff-Inmate/TV Cable	84.65	37945
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**AFTON COMMUNICATIONS CORP.**

Emergency Services - Pager	29.50	37946
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**ALLTEL**

County Administrator	22.23	
Juvenile Court	47.56	
Animal Control	22.23	
Water Department	22.23	
Convenience Station	151.10	
Landfill	126.81	
Building Inspection - Cell Phone	48.86	
Emergency Services	24.97	
Water Department	25.28	
	<hr/> 491.27	37947

**AMERICAN ELECTRIC POWER**

Convenience Station	12.06	
Convenience Station	19.95	
	<hr/> 32.01	37948

**AMERICAN RED CROSS**

Sheriff - First Aid Classes	30.00	37949
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**ANDERSON & ASSOCIATES, INC.**

Data Processing - Capital	11,335.00	
Data Processing - Maintenance	92.75	
Basic 911 - Surcharge	1,069.25	
	<hr/> 12,497.00	37950

**ARCHER, DAWN**

Social Services Board Member	50.00	37951
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**ASHBY, M/M WALTER**

CSA Pool	215.00	37952
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**ATWELL, ARCHIE**

Planning Commission Board Member	50.00	
Mileage	14.30	
	<hr/> 64.30	37953

**AZ COMMERCIAL (AUTOZONE)**

Building Inspection - Truck Repair	90.97	37956
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**BAI MUNICIPAL SOFTWARE**

Data Processing - Maintenance	6,250.00	
Data Processing - Maintenance	2,100.00	
	<hr/> 8,350.00	37957

**THE BANK OF MARION**

Treasurer	21.50	37960
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**BARTON, JOANNE H.**

Circuit court - Grand Juror	30.00	37961
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**BEATY, JOE & AMELIA BLAND**

CSA Pool	644.00	37962
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**BENJAMIN FRANKLIN PRINTING CO.**

General Registrar - Ballots	1,044.85	37963
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**BERRY HOME CENTER**

Buildings & Grounds - Courthouse Repairs	35.81	
Refuse Collect - Landfill Maintenance	5.89	
Convenience Station - Repair	139.70	
Water Department	229.43	
Water Department - Southfork	96.06	
	<hr/> 506.89	37964

**BERRY IRON & METAL CO.**

Solid Waste - Landfill Maintenance	86.00	
Water Department - Tank Rental	15.68	
	<hr/> 101.68	37965

**BLANKENSHIP, TERRI SLEMP**

Outstanding Check	30.00	37967
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**BLEVINS, DENNIS R.**

Planning Commission Board Member	50.00	
Mileage	2.60	
	<hr/> 52.60	37969

**BLEVINS, JOSEPH C.**

General Registrar - Board Member	1,333.32	37971
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**BLUE RIDGE KNIVES**

Sheriff - Vehicle Repair	95.60	37975
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**BARKER, BOB**

Jail - Blankets, Towels	187.66	37976
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**BOBBY'S PRINTING SERVICE**

County Administrator	300.00	
Community Planner	33.00	
	<hr/> 333.00	37977

**BRANHAM, ELEANORA F.**

Circuit Court - Grand Juror	30.00	37979
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**BRISTOL HERALD COURIER**

Water Department - Hutton Branch	109.20	37982
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**BRISTOL OFFICE SUPPLY, INC.**

General District Court - Maintenance	23.66	37983
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**BUCHANAN, J.E. "GENE"**

Social Services Board Member	50.00	37984
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**BUCHANAN, SHARON E.**

Outstanding Check	120.00	37986
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**BULLOCK, ETTA**

CSA Pool	84.39	37987
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**C. W. WARTHEN, CO.**

Clerk	384.24	37989
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**CARDINAL STONE COMPANY**

Water Department - Stone	463.75	37993
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**CAROLINA SOFTWARE**

Refuse Collect - Maintenance	200.00	37994
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**CARTER MACHINERY CO., INC.**

Refuse Collect - Vehicle Repair	296.70	37995
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**CDW GOVERNMENT, INC.**

Sheriff - Data Processing	273.63	
E-911 Printer	1,613.33	
	<hr/> 1,886.96	37998

**CHILHOWIE MILLING CO.**

Water Department - Easement	50.00	37999
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**CLARENCE WIDENER'S BODY SHOP**

Sheriff - Vehicle Repair	288.00	38000
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**CONWAY MOTOR CO., INC.**

Sheriff - Vehicle Repair	25.00	38002
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**COX, W. FRANK**

Water Department - Southfork Mileage	104.65	38004
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**CREGGER, SAM & LISA**

CSA Pool	344.00	38005
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**D&H TRACTOR SALES**

Landfill - Landfill Maintenance	15.50	38007
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**DEAN, HARRY L.**

IDA Board Member	50.00	38008
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**DEBORD, MYRON**

Planning Commission Board Member	50.00	
Mileage	3.25	
	<hr/> 53.25	38011

**DEE'S HAULING, LLC**

Water Department - Southfork	160.00	38012
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**DELL MARKETING, L.P.**

Data Processing - Capital	1,725.00	
Data Processing - Sheriff	1,994.00	
	<hr/> 3,719.00	38013

**DEPAUL FAMILY SERVICES**

CSA Pool	1,723.57	38014
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**DEPARTMENT OF INFORMATION TECHNOLOGY**

Data Processing	202.73	38015
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**DR. ROBERT L. HALE**Medical Examiner  
Jail50.00  
658.23  

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708.23

38016

**DR. EMMETT V. RICHARDSON, III**

Jail - Dentist

450.00

38017

**DRAPER ADEN ASSOCIATES**

Refuse Collect - Gas Monitoring

398.50

38018

**DUTT & WAGNER OF VIRGINIA**

Jail - Food

403.00

38020

**EARTHGRAINS BAKING CO.**

Jail - Food

839.65

38021

**EMANUEL TIRE OF VIRGINIA**

Refuse Collect - Tire Disposal

1,000.00

38022

**EQUIFAX CITY DIRECTORY**Commissioner of Revenue - City Directory  
General District Court  
Clerk  
Central Dispatch123.50  
123.50  
12.50  
123.50  

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383.00

38023

**ESRI, INC.**

Data Processing - Maintenance

1,533.75

38025

**EVANS, MARY ANN**Mileage  
Meal29.25  
7.65  

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36.90

38027

**FAMILY COMMUNITY NEWSPAPERS**

Board of Supervisors - Advertisement

108.75

38027

**FAMILY COMMUNITY NEWSPAPERS**Sheriff - Advertisement  
Board of Supervisors - Advertisement  
General Registrar - Advertisement58.00  
232.00  
65.25  

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355.25

28028

**FAMILY PRESERVATION**

CSA Pool

317.25

38029

**FEDEX**Sheriff - Postage  
Building Inspection - Postage130.84  
15.08  

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145.92

38030

**FERGUSON, ALFRED W.**

Circuit Court - Grand Juror

30.00

38031

**FLAGS OVER AMERICA**

Courthouse Flags

173.70

38032

**FLESHMAN, MONTE S.**

IDA Board Member

50.00

38034

**FOOD CITY #848**Sheriff - Dog  
Office on Youth - Food (#69732)  
Jail - Food  
Canteen14.49  
11.53  
653.23  
22.91  

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702.16

38035

**FOOD CITY PHARMACY**

Jail - Medical

1,772.72

38036

**FRANCIS BROS., INC.**

General Registrar	31.30	
Jail	317.26	
Animal Control	37.81	
Water Department	1,829.64	
Courthouse	47.42	
Health Department	25.54	
County Office Building	15.46	
	<hr/> 2,304.43	38037

**FREEMAN ASSOCIATES**

Board of Supervisors - Attorney Services	255.00	
County Attorney - Tax Suits	1,900.00	
	<hr/> 2,155.00	38038

**FREEMAN ASSOCIATES**

Water Department - Hutton Branch	812.50	
Water Department - Cedars/Hall	2,125.00	
Water Department - Long Hollow	2,975.00	
Water Department - Allison Gap	1,020.00	
	<hr/> 6,932.50	38039

**FULLEN MOTOR CO.**

Water Department - Vehicle Repair	Void	38041
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**FULLEN, PEGGY**

Circuit Court - Grand Juror	30.00	38042
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**GALL'S INC.**

Sheriff - Grant #01-D1176 L099	1,167.58	
Emergency Services - Uniforms	62.97	
	<hr/> 1,230.55	1230.55

**GOODPASTURE MOTOR CO., INC.**

Refuse Collect - Vehicle Repair	124.49	38047
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**GOODPASTURE, ANNA**

Outstanding Check	60.00	38048
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**GRIFFIN, FREDERICK G., PC**

Board of Supervisors - Communications Study	867.80	38049
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**GRINNELL Fire Protection**

Health Building - Supplies	56.75	38051
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**GRINSTEAD, PAUL L.**

Planning Commission Board Member	50.00	
Mileage	4.55	
	<hr/> 54.55	38053

**GRISSOM MOTOR PARTS**

Sheriff - Car Repair	257.18	
Animal Control - Vehicle Repair	130.76	
Landfill - Vehicle Repair	57.22	
Water Department - Vehicle Repair	8.99	
	<hr/> 454.15	38054

**GROSECLOSE, H. EUGENE**

Planning Commission Board Member	50.00	
Mileage	6.50	
	<hr/> 56.50	38055

**GUARDIAN AUTO GLASS**

Sheriff - Car Repair	212.18	38056
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**GUY, ROBERT E.**

IDA Board Member	50.00	38057
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**GUYER, LINDA**

CSA Pool	1,702.00	38058
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**HAGA OIL COMPANY**

Water Department - Gas	11.49	38059
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**HAUVER'S COMPUTER SERVICE**

Data Processing	69.95	
Commonwealth Attorney	100.00	
Data Processing	19.95	
	<hr/> 189.90	38062

**HAYDEN EXCAVATING CO.**

Refuse Collect - Hauling Glass	187.50	38064
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**HAYES, ROY**

Sheriff-Inmate/Newspaper	11.40	38065
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**HENDRICKS, W. EUGENE, JR.**

General Registrar - Custodian	375.00	
Mileage	80.92	
	<hr/> 455.92	38069

**HESS, TOM**

Social Services Board Member	50.00	38070
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**HICKORY HILL ASSOCIATES**

Emergency Services	2,749.04	38071
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**HIGHLAND PAGING, INC.**

Animal Control - Pagers	50.24	38072
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**HOPKINS, TERESA**

Circuit Court - Mileage	150.00	38077
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**HUBBLE, M. JAY**

Board of Supervisors - Meals	72.48	
Mileage	198.81	
Motel	333.84	
	<hr/> 605.13	38078

**HUGHES SUPPLY, INC. (MIDWEST)**

Water Department - Southfork	8,090.25	38079
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**HUNGATE BUSINESS SERVICE**

Commonwealth Attorney	100.00	38080
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**IAEM**

Emergency Services - Dues	115.00	38081
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**IBM**

Data Processing - Maintenance	350.00	38082
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**INDUSTRIAL WELDING & MACHINE**

Water Department - Southfork	18,772.53	38083
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**INSTITUTIONAL DISTRIBUTORS**

Jail - Food	3,998.05	38084
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**INSTITUTIONAL JOBBERS**

Jail - Food	228.32	38085
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**INTERNAL MEDICINE ASSOCIATES**

Sheriff - Ginger Johnson Jail School Exam	127.00	38086
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**INVENSYS**

Water Department - Maintenance	750.00	38087
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**J. L. WARREN, CLERK**

Circuit Court - Jurors	1,080.00	38088
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**JACK OWENS PLUMBING**

Water Department - Southfork	6,270.00	38089
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**JACK OWENS PLUMBING**

Water Department - Watson Gap Water	2,850.00	38090
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**JANIE HAMMIT CHILDREN'S HOME**

CSA Pool	3,650.29	38091
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**J. L. WARREN, CLERK**

Clerk - FICA	1,364.18	
Postage	1,000.00	
	<hr/> 2,364.18	38092

**JOBSITE JOHNNY**

Convenience Station - "Pottie"	55.00	
Refuse Collect - "Pottie"	55.00	
Convenience Station - "Pottie"	440.00	
	<hr/> 550.00	38093

**JONES, BETTY**

Csa Pool	436.00	38094
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**KAY UNIFORMS**

Sheriff - Uniforms	28.95	
Sheriff - Uniforms	721.58	
	<hr/> 750.53	38095

**KEENE, JOYCE MARTIN**

Circuit Court - Grand Juror	30.00	38096
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**KEL-SAN, INC.**

Buildings & Grounds - Courthouse Supplies	936.20	
Health Building - Supplies	375.93	
County Office Building - Supplies	1,081.77	
Jail - Personal	57.84	
Jail - Supplies	320.25	
Jail - Supplies	800.15	
	<hr/> 3,572.14	38097

**KEL-SAN, INC.**

Jail - Supplies	800.15	38097
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**KING FORD-CHRYSLER-PLYMOUTH**

County Administrator - Car Repair	103.00	
Sheriff - Car Repair	161.28	
Animal Control - Truck Repair	422.36	
	<hr/> 686.64	38098

**KING, CONRAD & MINNIE**

Csa Pool	344.00	38099
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**LEE HIGHWAY ANIMAL HOSPITAL**

Sheriff - Dog	66.35	38101
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**LEGAL DIRECTORIES PUBLISHING**

Commonwealth Attorney	46.50	38102
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**LOCAL GOVERNMENT ATTORNEYS OF VA, INC.**

County Attorney - Dues	300.00	38103
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**LONE PINE EXTERMINATING**

Courthouse - Maintenance	920.00	38104
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**LOUTHEN, JOE**

Water Department - Refund	83.40	38105
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**LYLES, TAMMY W.**

Outstanding Check	83.34	38106
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**MACFARLAND, RHONDA**

CSA Pool	615.00	38107
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**MALOYED MOTORS**

Sheriff - Car Repair	25.00	38109
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**MARION FRAME & ALIGNMENT**

Sheriff - Car Repair	1,005.01	38110
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**MARION OFFICE SUPPLY**

Commonwealth Attorney	44.76	
Jail	15.88	
County Engineer	21.56	
	<hr/> 82.20	38111

**MARSHALL'S PLUMBING & HEATING**

Water Department - Repairs	90.00	38112
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**MCCLURE, EARL**

Planning Commission Board Member	50.00	
Mileage	6.50	
	<hr/> 56.50	38113

**MCCOLLUM BOTTLED WATER**

Commonwealth Attorney - Water	17.97	
Landfill - Water	17.97	
	<hr/> 35.94	38114

**MCCONNELL, KELLY**

County Extension - Mileage	69.55	38115
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**MCCORMICK, M/M/ WALTER**

CSA Pool	1,319.35	38116
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**MILLMONT CENTER**

CSA Pool	4,284.00	38117
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**MINOLTA CORPORATION**

Sheriff	106.30	38118
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**MORGAN, SALLY**

Community Development - Telephone	17.55	38119
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**MT. ROGERS COMMUNITY SERVICE BOARD**

CSA Pool	357.00	38121
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**MT. ROGERS COMMUNITY SERVICE BOARD**

Jail - Mental	76.00	38122
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**MT. ROGERS PLANNING DISTRICT COMMISSION**

Quarterly Payment	4,034.25	38123
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**MOUNT ROGERS SHELTER HOME**

CSA Pool	2,375.00	38124
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**MT. ROGERS PLANNING DISTRICT COMMISSION**

Pro/Services Mapping	1,135.39	38125
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**NATIONAL DISTRICT ATTORNEYS ASSOCIATION**

Commonwealth Attorney - Dues	305.00	38126
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**NEITCH, DARLENE**

Social Services Board Member	50.00	38127
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**NETACCESS OF VIRGINIA**

Data Processing - Internet	225.00	38128
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**NEW ACME MARKETS**

Animal Control - Food	319.33	38129
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**NEW DOMINION SCHOOL**

CSA Pool	6,710.33	
CSA Pool	<u>3,410.00</u>	
	10,120.33	38130

**NMR ALTERNATOR**

Outstanding Check	20.00	38131
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**OFFICE MACHINES & SUPPLY**

County Administrator	9.13	
General Registrar	72.72	
Clerk	120.59	
Sheriff	315.99	
Jail	26.90	
County Administrator	116.01	
Commissioner of Revenue	17.50	
Treasurer	316.98	
Data Processing	256.46	
General Registrar	89.58	
Clerk	17.39	
Central Dispatch	352.40	
Building Inspection	45.15	
Water Department	37.65	
Basic 911	74.78	
County Engineer	<u>212.42</u>	
	2,081.65	38133

**ONE NUMBER INFORMATION SYSTEM**

Water Department - "Ms. Utility"	121.37	
Water Department - "Ms. Utility"	<u>58.18</u>	
	179.55	38135

**ONESTAR LONG DISTANCE INC.**

County Administrator	1,046.53	38136
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**OWENS, GARY W.**

Building Inspection - Re-Certification	30.00	38138
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**THE PACKAGE DEPOT**

Community Development - Postage	33.56	38139
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**PFG HALE**

Jail - Food	5,589.16	38141
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**PHOENIX SIGNS**

E-911 - Signs	75.00	
Pro/Services Mapping - Signs	<u>1,068.00</u>	
	1,143.00	38143

**PINES RESIDENTIAL TREATMENT CENTER**

CSA Pool	4,508.00	38144
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**PIT ROAD EXPRESS LUBE**

Sheriff - Car Repair	51.00	38145
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**PITNEY BOWES**

Treasurer - Lease/Rent	168.49	
Clerk	<u>143.55</u>	
	312.04	38146

**POSTMASTER**

Water Department - Postage Fee	125.00	38148
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**PRESTON, PENNY**

Office on Youth - Mileage	19.50	
Meals	<u>38.59</u>	
	58.09	38150

<b><u>PRO PAGE</u></b>		
General District Court - Magistrate	49.95	
Sheriff	679.50	
	<hr/> 729.45	38152
<b><u>QUILL</u></b>		
Commissioner of Revenue	131.40	38153
<b><u>R&amp;M USED CARS &amp; SERVICE</u></b>		
Refuse Collect - Vehicle Repair	30.00	38154
<b><u>R&amp;T SPECIALTY</u></b>		
Sheriff Dept./Dare Fund	242.07	38155
<b><u>RADIO SHACK, INC.</u></b>		
Water Department - Supplies	34.87	
Animal Control - Supplies	227.18	
	<hr/> 262.05	38156
<b><u>RELIABLE OFFICE SUPPLIES</u></b>		
Commissioner of Revenue	314.01	38158
<b><u>REYNOLDS LIGHTING, INC.</u></b>		
County Office Building	380.00	
Health Department	219.80	
	<hr/> 599.80	38159
<b><u>RHEA, MICHELLE</u></b>		
CSA Pool	430.00	38160
<b><u>RICHARDSON, LAWRENCE D.</u></b>		
General Registrar - Board Member	666.68	38161
<b><u>ROANOKE VALLEY-ALLEGHANY REG. COMMISS.</u></b>		
Community Planner - Registration	100.00	38162
<b><u>ROBINSON TEXTILES</u></b>		
Jail- Uniforms	788.91	38164
<b><u>ROBINSON, FARMER, COX ASSOCIATES</u></b>		
Audit - Cost Allocation Plan	2,300.00	38165
<b><u>RODZWIC, STEVE &amp; TERRI</u></b>		
CSA Pool	215.00	38166
<b><u>ROUSE OIL COMPANY</u></b>		
Refuse Collect - Vehicle Repair	29.65	38167
<b><u>RUSH OIL COMPANY</u></b>		
Sheriff - Gas	3,566.32	
Building Inspection - Gas	203.00	
Sheriff - Gas	3,519.37	
Building Inspection - Gas	91.08	
Animal Control - Gas	461.84	
Landfill - Fuel	2,740.28	
Water Department - Fuel	573.39	
	<hr/> 11,155.28	38168
<b><u>SEYMORE PHOTO</u></b>		
Jail - Film	8.40	
Animal Control - Film	42.79	
	<hr/> 51.19	38172
<b><u>SHAMROCK SCALE CO.</u></b>		
Refuse Collect - Scales	150.00	38173
<b><u>SHERIFF, R. DAVID BRADLEY - PETTY CASH</u></b>		
Sheriff - Notary Fee	25.00	
Transfer Inmates	297.74	



**SHERIFF, R. DAVID BRADLEY-PETTY CASH (CONT)**

Schooling	178.11	
Registration	15.00	
Coffee Pot	92.00	
Personal Item (Shoes)	76.98	
Dare	1,683.91	
	<u>2,368.74</u>	38174

**SMYTH COUNTY SHERIFF'S - NARCOTICS ACCT.**

Sheriff - Drug & Substance Abuse	2,000.00	38175
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**THE SHERWIN WILLIAMS CO.**

Sheriff - Vehicle Supplies	106.72	
Building & Grounds - Courthouse	64.24	
County Office Building - Paint	67.75	
	<u>238.71</u>	38176

**SHREEVES SEPTIC SERVICE**

Refuse Collect - Hauling	1,519.00	38178
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**SLAGLE, I. HUGH**

General Registrar - Custodian	375.00	
Mileage	37.70	
	<u>412.70</u>	38181

**SLEDD, MARGARET**

CSA Pool	38.00	38182
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**SMITH, CLARENCE**

IDA Board Member	50.00	38183
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**SMYTH COUNTY COMMUNITY HOSPITAL**

Sheriff - Ginger Johnson EKG Jail Schooling	169.50	
Sheriff - Jail School Ralph Vencille	177.50	
	<u>347.00</u>	38184

**SMYTH CO. DEPT. OF SOCIAL SERVICES****MASTERCARD**

CSA Pool	203.66	38185
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**SMYTH COUNTY WATER/SEWER**

Convenience Station - Water	40.00	
Animal Control - Water	124.18	
Convenience Station - Water	140.00	
	<u>304.18</u>	38186

**SMYTH COUNTY HEALTH DEPARTMENT**

Health Department - Quarterly Payment	108,980.25	
Sheriff - Hep B Shots	36.73	
	<u>109,016.98</u>	38187

**SMYTH COUNTY RADIOLOGY**

Jail - Medical	70.00	38188
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**SMYTH COUNTY SCHOOL BOARD**

School Resource Manager	1,145.83	
Sheriff - Car Repair	110.00	
Animal Control - Truck Repair	10.00	
	<u>1,265.83</u>	38189

**SMYTH FARM BUREAU**

Refuse Collect - Vehicle Repair	5.28	
Solid Waste - Landfill Maintenance	177.19	
Water Department - Supplies	236.30	
	<u>418.77</u>	38190

**SMYTH-WYTHE AIRPORT COMMISSION**

Board of Supervisors - Airport	7,906.39	38191
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**SMYTH-WYTHE AIRPORT COMMISSION**

Board of Supervisors - Airport	708.00	38192
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**SOUTHERN ELEVATOR CO.**

Buildings & Grounds - Courthouse Maintenance	54.50	
County Office Building - Maintenance	51.00	
Jail - Maintenance	54.50	
Buildings & Grounds - Courthouse Maintenance	4,277.50	
County Office Building - Maintenance	249.00	
Jail - Maintenance	252.50	
	<hr/> 4,939.00	38193

**SPENCER, SHIRLEY**

Building Inspection - Mileage	8.45	
Meals	25.00	
	<hr/> 33.45	38195

**SPRINT**

Pro/Services Mapping	742.56	38197
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**SPRINT**

Juvenile Court	369.49	
County Administrator	2,416.43	
Landfill	84.52	
Landfill	219.23	
Landfill	102.40	
Convenience Station	43.40	
Convenience Station	46.95	
E-911	3,666.34	
Basic 911	50.59	
Animal Control	94.42	
Animal Control	50.69	
Saltville Clinic	135.73	
County Extension	113.29	
Water Department	60.25	
Water Department	58.48	
	<hr/> 7,512.21	38198

**SPRINT**

Sheriff	55.00	38199
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**STAMPER, JIMMIE**

IDA Board Member	50.00	38201
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**STANDARD COFFEE SERVICE**

Jail - Food	431.90	38202
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**STRINGER, ED**

Social Services Board Member	50.00	38203
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**STURGILL, CONNIE ARLENE**

General Registrar - Board Member	666.68	38204
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**SUBURBAN PROPANE**

Refuse Collect - Fuel	197.82	38207
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**SUNCOM**

Sheriff - Cell Phones	834.00	38208
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**T. L. COMMUNICATIONS**

Refuse Collect - Radio Exp.	600.00	
Sheriff - Radio Exp.	160.00	
Water Department - Radio Exp.	288.50	
	<hr/> 1,048.50	38210

**THE TARGET SHOP**

Sheriff - Supplies	141.27	38211
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**TATE'S STORE**

Outstanding Check	37.98	38212
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**TEE'S PLUS**

Sheriff Dept. - Dare Fund	70.00	38215
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**THOMAS BRIDGE WATER CORP.**

Convenience Center	18.27	
Water Department - Southfork	296.27	
	<hr/> 314.54	38216

**THOMPSON & LITTON**

IDA - Glade Highlands	14,790.77	38217
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**THOMPSON TIRE**

Refuse Collect - Vehicle Repair	629.63	
Building Inspection - Vehicle Maintenance	893.48	
Sheriff - Car Repair	152.50	
	<hr/> 1,675.61	38218

**TOWN OF CHILHOWIE**

Water Department	355.07	
Water Department - 1/2 cost of operators sewer plant	4,302.04	
	<hr/> 4,657.11	38220

**TOWN OF MARION**

Buildings & Grounds - Courthouse	57.20	
Health Building	183.73	
Water Department	18,700.16	
Water Dept. - Operation/Maintenance STP	7,063.44	
Jail - Repairs	2,396.90	
	<hr/> 28,401.43	38221

**TOWN OF MARION**

Jail - Water	1,361.99	38222
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**TOWN OF SALTVILLE**

Health Building - Water	24.78	
Water Department	5,455.32	
Water Department - Water	813.51	
	<hr/> 6,293.61	38223

**TOWN POLICE SUPPLY, INC.**

Sheriff - Ammo	38.00	38224
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**TREASURER - SMYTH COUNTY**

Treasurer - Postage	13,423.47	
Sheriff - Postage	296.00	
Set Off Debt	171.73	
	<hr/> 13,891.20	38225

**TREASURER - SMYTH COUNTY**

Water Department - Debt Reserve	3,326.80	38226
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**TREASURER, VIRGINIA TECH**

Extension Office	13,190.82	38227
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**TRI-CITIES DRY ICE CO.**

Jail - Fire Extinguisher	45.60	38229
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**TRI-CITY BUSINESS MACHINES**

Clerk	1,064.00	38230
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**TRIANGLE EXXON**

CSA Pool	37.00	
Sheriff - Gas & Oil	22.53	
	<hr/> 59.53	38231

**TRIGON BLUE CROSS BLUE SHIELD**

Jail - Medical	7,776.12	38232
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**TURKEY PEN INC.**

Sheriff - Car Repair	128.00	38233
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**TURMAN, BILL**

Animal Control - Mileage	75.40	38234
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**TWO WAY RADIO, INC.**

Sheriff - Radio Exp.	1,555.00	
Animal Control - Radio Exp.	30.00	
	<hr/> 1,585.00	38235

**UNITED CITIES GAS CO.**

Buildings & Grounds - Fuel	461.25	38236
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**UNTIEDT'S FENCING**

Animal Pound - Fencing (capital)	5,070.00	38237
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**VFW**

General Registrar - Rent	50.00	38238
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**VA DEPARTMENT OF BUSINESS ASSISTANCE**

Community Development - Registration	50.00	38239
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**VIRGINIA EMPLOYMENT COMMISSION**

Board of Supervisor - Unemployment	1,744.06	38240
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**VA MUNICIPAL GROUP SELF INSURANCE GROUP**

Sheriff	550.00	
Building Inspection	500.00	
Refuse Collection	500.00	
Convenience Stations	700.00	
County Office Building	240.00	
County Engineer	551.00	
	<hr/> 3,041.00	38241

**VALLEY RICH DAIRY**

Jail - Food	483.33	38242
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**VENABLE, WAYNE**

Planning Commission Board Member	50.00	
Mileage	16.25	
	<hr/> 66.25	38243

**VENTRESCA, PETER**

Circuit Court - Grand Juror	30.00	38244
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**VIRGINIA TRANE**

Buildings & Grounds - Maintenance	2,624.23	38245
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**VISA**

Refuse Collect - Radio License	145.00	
Refuse Collect - Vehicle Repair	406.56	
Data Processing	34.35	
Animal Control - Camera (Capital)	438.55	
	<hr/> 1,024.46	38246

**WALKER PAVING**

Refuse Collect - Lease/Rent	748.07	38247
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**WALKER, CATHERINE S.**

Circuit Court - Grand Juror	30.00	38248
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**WALKER, M. RICHARD**

Commissioner of Revenue - Mileage	18.20	
Meal	10.41	
	<hr/> 28.61	38250



**WALMART**

Sheriff - Supplies	407.26	
Jail - Supplies	407.27	
Dare	14.07	
	<hr/>	
	828.60	38251

**WALMART**

Victim Witness	18.34	38252
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**WARD, VICKI**

Social Services Board Member	50.00	38254
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**WASHINGTON/SMYTH READY MIX INC.**

Water Department - Southfork	194.55	38255
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**WASTE MANAGEMENT**

Refuse Collect - Hauling	59,542.26	38256
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**WESTERN AUTO ASSOCIATE STORE**

Water Department - Supplies	45.00	38257
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**WILLIAMS, SHANNON**

Basic 911 - Mileage	52.00	38259
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**WMEV - FM/AM**

Landfill - Radio Exp.	21.25	
Water Department - Radio Exp.	21.25	
Emergency Services - Maintenance	50.00	
Sheriff - Radio Exp.	720.00	
Emergency Services	50.00	
Landfill	21.25	
Water Department	21.25	
	<hr/>	
	905.00	38260

**WOTS-N-KNOTS**

Sheriff - Uniforms	73.00	
Sheriff - Uniforms	531.70	
Animal Control - Uniforms	132.00	
	<hr/>	
	736.70	38262

**WRIGHT, WANDA**

Jail Nurse	500.00	38263
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**WYTHEVILLE OFFICE SUPPLY**

Treasurer	115.40	
Clerk	77.60	
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	193.00	38264

**XEROX CORP.**

Commonwealth Attorney - Maintenance	30.51	
Commonwealth Attorney - Maintenance	54.65	
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	85.16	38265

**ZEP MANUFACTURING CO.**

Jail - Supplies	302.86	38267
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**AMERICAN ELECTRIC POWER**

Jail	1,982.35	
Animal Control	145.75	
Refuse Collect	567.13	
Convenience Station	172.63	
Buildings & Grounds	1,846.61	
Health Building	1,188.55	
County Office Building	2,395.05	
IDA	15.40	
Water Department	131.76	
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	8,445.23	38268

**FULLEN MOTOR CO.**

Water Department - Truck Repair	54.90	
Water Deptment - Capital	114.00	
Landfill	114.00	
	<hr/> 282.90	38269

**COURTESY CHEVROLET-CADILLAC, INC.**

Sheriff - Car (Capital)	18,595.00	38270
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**TREASURER - SMYTH COUNTY****BLUE CROSS/BLUE SHIELD**

Board of Supervisors	1,829.46	
County Attorney	688.74	
County Administrator	882.42	
Commissioner of Revenue	925.46	
Treasurer	1,226.80	
Data Processing	1,140.72	
Circuit Court	215.22	
Sheriff	17,820.84	
Office on Youth	322.84	
Commonwealth Attorney	1,377.48	
Building Inspection	1,355.94	
Animal Control	1,226.80	
Refuse Collect	3,185.40	
Rye Valley Water	688.74	
Buildings & Grounds	688.74	
Health Building	451.98	
County Office Building	538.06	
Community Development	1,140.72	
CSA	215.22	
E-911	2,410.56	
Water Department	3,529.74	
Basic 911	322.84	38331 &
	<hr/> 42,184.72	38332

**PENNINGTON, BRENDA C.**

Water Department - Easement	6,900.00	38336
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**SUTHERLAND, RONALD R & CHARLOTTE S.**

Water Department - Easement - Green Hill Sewer	3,000.00	38337
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**TREASURER - SMYTH COUNTY - HEALTH INS.**

Clerk	2,130.76	38338
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**TREASURER-SMYTH COUNTY - VRS**

County Administrator	677.37
Commissioner of Revenue	636.75
Treasurer	645.39
Data Processing	315.30
General Registrar	200.33
Circuit Court	157.64
Clerk	1,068.96
Sheriff	7,830.81
Office on Youth	146.24
Commonwealth Attorney	1,141.81
Building Inspection	537.51
Animal Control	478.22
E-911	629.43
Basic 911	163.82
Refuse Collect	938.84
Rye Valley Water	208.59
Buildings & Grounds	173.37
Health Building	88.07
County Office Building	214.42
Library	2,260.71
Community Development	349.17
County Engineer	249.09
CSA	139.16

**TREASURER - SMYTH COUNTY - VRS (CON'T)**

Water Department	973.22	
Victim Witness	159.67	
Incubator	200.00	
	<u>20,583.89</u>	38339

**TREASURER-SMYTH COUNTY - LIFE INSURANCE**

Clerk	57.02	
Library	120.57	
	<u>177.59</u>	38341

**SMYTH COUNTY WATER - REIMBURSEMENT**

RD Funds - Hutton Branch	11,254.46	1
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**DEWBERRY & DAVIS**

RD Funds - Hutton Branch	Void	2
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**BUILDING CRAFTS, INC.**

RD - Hutton Branch - Est. #2	19,893.00	
RD - Hutton Branch - Est. #1	57,672.60	
	<u>77,565.60</u>	3

**SMYTH COUNTY WATER - REIMBURSEMENT**

VDH Funds Hutton Branch - Est. #2	7,335.00	
VDH Funds Hutton Branch - Est. #1	4,165.00	
	<u>11,500.00</u>	4

**BUILDING CRAFTS, INC.**

VDH Funds - Hutton Branch - Est. #2	21,550.75	
VDH Funds - Hutton Branch - Est. #1	62,478.65	
	<u>84,029.40</u>	5

**DEWBERRY & DAVIS**

RD Funds - Hutton Branch	156,230.28	1001
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**RURAL DEVELOPMENT**

Water Department	25,550.00	
Water Department - Beaver Creek	1,210.00	
Staley Creek	1,739.00	
Bear Creek	338.00	
	<u>28,837.00</u>	Wire Trans



VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Administration Building on Tuesday, December 11, 2001, at 12:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally Morgan, and Duncan McGregor.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Ms. Shelia Widener led the Pledge of Allegiance.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the November 14, 2001 minutes as presented.

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During Citizens Time Mrs. B. B. Huff appeared to state her opposition to the placement of a convenience station next to her property in the Nebo area.

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Upon motion of Ms. Jennings, seconded by Mr. Roberts, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Mount Rogers Planning District Commission has an established Revolving Loan Fund for business development; and



WHEREAS, the Mount Rogers Planning District Commission loan program has a history of saving 955 jobs and creating 350 jobs; and

WHEREAS, the Mount Rogers Planning District Commission has an application pending with the Economic Development Administration for \$500,000 to recapitalize the loan; and

WHEREAS, the Mount Rogers Planning District Commission has to match the Economic Development Administration Funds on a dollar-for-dollar basis; and

WHEREAS, the match has to be provided by the local government from which the loan originates; and

WHEREAS, the Tobacco Commission has funds to encourage economic development in communities impacted by the cutback in tobacco growth; and

WHEREAS, all counties and cities in the Mount Rogers Planning District Commission are eligible for these funds;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors is aware of the Mount Rogers Planning District Commission's application to the Economic Development Administration; and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors is aware of the local match requirements; and

BE IT FINALLY RESOLVED that the Smyth County Board of Supervisors supports this application to the Tobacco Commission for \$500,000 to match the \$500,000 from the Economic Development Administration.

Vote: 4 Yea (Roberts, Neitch, Bishop, Jennings)

3 Nay (Staley, Widener, Fullen)

-----  
 Upon motion of Mr. Bishop, seconded by Mr. Roberts, motion failed to carry concerning support resolution of Tax Reform Issues in Virginia.

Vote: 3 Yea (Roberts, Staley, Bishop)

4 Nay (Neitch, Fullen, Widener, Jennings)

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Rural Virginia Prosperity Commission was created by the Virginia General Assembly to study economic and social conditions in Virginia; and

WHEREAS, the Rural Virginia Prosperity Commission met and received advice from many citizens, groups, and elected officials during the current calendar year; and

WHEREAS, the Rural Virginia Prosperity Commission has prepared a report and brought forth sort and long-range recommendations; and

WHEREAS, the Smyth County Board of Supervisors has participated in this process and has received a copy of the tentative recommendations proposed for the 2002 General Assembly;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors doth thus hereby support the recommendation of the Rural Virginia Prosperity Commission concerning the Virginia Capital Access Fund, provided

THAT the Administrative money for marketing the program be made available (by contract) to the PDCs that represent the 59 rural counties (in the study area) to implement the program in their PDC; and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors doth hereby and hereon support the Tiered Tax Incentive Program recommendation; provided

THAT the Rural Virginia Prosperity Commission also recommends that the Virginia Department of Education increase the funding to the 59 rural counties (in the study area) earmarked for the Regional Adult Education Program; and

BE IT FINALLY RESOLVED that the Smyth County Board of Supervisors doth hereby declare the Rural Virginia Prosperity Commission has not heard (understood) the voice of the people relative to "Adult Education", "Digital Telecommunications Infrastructure", and "Institutional Support".

-----

During Citizens Time, Alan Seidel, Director, Smyth County Chamber of Commerce, appeared to request the Board adopt a resolution designating the Smyth County Chamber of Commerce as the Board's Destination Marketing Organization.

Following discussion, the Chairman referred the matter to the Staff and County Attorney for recommendation at the next regular Board Meeting.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board appropriates the sum of \$1,000,000 for General County expenditures during the month of December 2001.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board appropriates the sum of \$300,000 for the Department of Social Services expenditures during the month of December 2001.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board appropriates the sum of \$3,110,032.25 for the Smyth County School Board Operations Fund expenditure during the month of December 2001.

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board appropriates the sum of \$431,861 for the Smyth County School Board Debt and Capital Outlay expenditures during the month of December 2001.

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the Board approves the necessary and reasonable expenses for newly elected Supervisors who may desire to attend VACo's County Supervisors Forum to be held at the Richmond Marriott on January 4<sup>th</sup> – 6<sup>th</sup>, 2002.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves R. David Bradley's request to transfer \$900.00 from the inmate canteen fund to be placed in the inmates fund to enact a new jail procedure on the inmates' funding and inmates' commissary.

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Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously carried, Helen Barbrow is appointed a member of the Smyth-Bland Regional Library for a term of office beginning upon her qualification and expiring December 31, 2005.

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Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously carried, the County Administrator is requested to draft a letter to Jerry W. Catron expressing the Board's appreciation for his service on the Smyth-Bland Regional Library Board.

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Upon motion of Ms. Jennings, seconded by Mr. Roberts, and unanimously carried, Rev. James H. Bangle is reappointed a member of the Bristol Highlands Juvenile Detention Center Advisory Commission for a term of office beginning upon his qualification and expiring December 31, 2005.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, Suzy Suple is reappointed a member of the Youth Services Advisory Board for a term of office beginning upon her qualification and expiring December 31, 2005.

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Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, Jason Pratt is reappointed a member of the Youth Services Advisory Board for a term of office beginning upon his qualification and expiring December 31, 2005.

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The Board continued the following appointments and or reappointments:

Emergency Services Director – Tom Bishop

Southwest Development Financing Inc. – Sally Morgan and Mike Roberts, Alternate

Smyth-Bland Regional Library – Fausto E. Obregon, Jr.

Board of Appeals Virginia Statewide Uniform Building Code – Less Whitt, Brian Reynolds, and Don Martin

District Three Governmental Cooperative – Sheila Widener, Donnie Fullen, Alternate

Youth Services Advisory Board – Royal Oak – Ann Marie O'Dell; Saltville – JoAnn D. Allison, Emily Hutchison

Federal Emergency Management Agency – Local Board -- M. Jay Hubble

Workforce Investment Board – J. S. Staley, Jr., Edwin B. J. Whitmore, III, Alternate, Mike Roberts, Designee

Community Policy Management Team – Donnie Fullen

Industrial Development Authority – Robert W. Odum, resigned.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, Donnie Fullen is reappointed a member of the 911 Committee for a term of office beginning upon his qualification and expiring December 31, 2003.

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, the Board approves the request of M. Richard Walker, Commissioner of the Revenue, upon recommendation of the County Attorney, a real estate tax refund to Weldon S. and Brenda Overbay in the amount of \$862.00 for the years 1998, 1999, and 2000.

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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and unanimously carried, the Board approves the request of M. Richard Walker, Commissioner of the Revenue, upon recommendation of the County Attorney, a personal property tax refund in the amount of \$1107.00 to Financial Services Vehicle Trust.

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Upon motion of Mr. Bishop, seconded by Ms. Widener, and unanimously carried, the Board approves the request of M. Richard Walker, Commissioner of the Revenue, upon recommendation of the County Attorney, a personal property tax refund in the amount of \$15.40 to John W. Witt, Sr.

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Upon motion of Mr. Bishop, seconded by Ms. Widener, and unanimously carried, the Board approves the request of M. Richard Walker, Commissioner of the Revenue, upon recommendation of the County Attorney, a personal property tax refund in the amount of \$18.62 to Linda Routh.

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The Chairman continued the matter of agreement between Brenda C. Pennington and the Smyth County Board of Supervisors, as recommended by the Water Committee.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously carried, the Board approves the following agreement between Walter L. Sprinkle, Jr. and Rebecca F. Sprinkle and the Smyth County Board of Supervisors as per recommendation of the Water Committee:



THIS DEED made this \_\_\_\_\_ day of November, 2001, by and between Walter L. SPRINKLE, Jr. and Rebecca F. SPRINKLE, husband and wife, hereinafter Grantors, and THE BOARD OF SUPERVISORS OF SMYTH COUNTY, VIRGINIA, whose mailing address is 121 Bagley Circle, Suite 100, Marion, Virginia 24354, Grantee;

: W I T N E S S E T H :

THAT FOR and in consideration of the sum of TEN AND NO 100/DOLLARS (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the said Grantors do hereby BARGAIN, SELL, GRANT and CONVEY with covenants of general warranty of title and the English Covenants unto the Grantee all that certain tract or parcel of land lying and being in the Marion District, Smyth County, Virginia, is part of the Grantee's Ebenezer Water Project, and being more particularly bounded as follows:

TANK SITE LOT:

That certain lot or tract of land containing 0.230 acres being more particularly described on plat entitled "Plat showing Permanent Water Line Easement, Drainage Easement and a Portion of the Lands of William G. Falke, prepared by Dewberry & Davis, which is attached hereto and made a part hereof, reference to which is hereby made for a more complete description.

EASEMENTS FOR CONSTRUCTION, ACCESS AND WATERLINE: In addition to the property conveyed in fee simple described above, the Grantors do further grant unto the Grantee 10-foot wide permanent water line and access easements which is shown on plans maintained at the offices of the Grantee.

Being a part of that same tract or parcel of land conveyed to William P. Falke by E.L. Daniel et al by deed dated August 17, 1896, and of record in the Circuit Court Clerk's Office of Smyth County, Virginia, at Deed Book 24, Page 273.

William P. Falke died intestate in 1948, and per his List of Heirs of record at Will Book 37, Page 496, he was



FREEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Marion, Virginia 24354



survived by his two sons, Oscar Maiden Falke and Charles Edward Falke, as his sole heirs at law.

Oscar Maiden Falke died intestate July, 1969, and per his List of Heirs of record at Will Book 37, Page 496, he was survived by his widow, Cleta Mae Groseclose Falke, and his son, William G. Falke, as his sole heirs at law.

Cleta Mae Groseclose Falke died intestate December 21, 1987, and per her List of Heirs of record at Will Book 37, Page 494, she was survived by her son, William G. Falke, as her sole heir at law.

Charles Edward Falke died intestate November 19, 1969, and per his List of Heirs of record at Will Book 37, Page 494, he was survived by his nephew, William G. Falke, as his sole heir at law.

Grantors and Grantee agree that:

1. Grantee agrees to maintain the access road from State Route 658 to the tank site in good condition for its use and purpose to its specifications so long as the Grantee owns the tank site lot. If Grantors improve the road, it is at their expense, and the Grantee will contribute only that amount for maintenance as is necessary for its use and purpose.

2. The Grantee will erect, maintain and repair, as necessary, a fence around the tank site lot and install culvert pipe as necessary.

3. Grantors may use the permanent access roadway constructed by Grantee so long as such use does not impede access by Grantee.

The easement of waterline right-of-way shall include the right at any time and from time to time to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipeline and appurtenances, including location of markers, for the transportation of water.

This easement shall further include the right of unimpaired access to the said water pipeline over the right-of-way granted herein, with the further right to maintain the right-of-way and keep the said right-of-way clear of all trees, undergrowth and brush. The Grantors covenant and agree that water will not be impounded, buildings constructed, structures or engineering works or other obstructions of any type whatsoever constructed on the right-of-way granted herein without the written consent of the Grantee. The Grantors further agree to leave the pipeline undisturbed as to location and depth without the written consent of the Grantee.

The Grantee covenants and agrees to maintain the property herein conveyed and the rights-of-way so as to not allow it to become overgrown with weeds or brush.


Except for the areas contained in the easements granted herein, the Grantee agrees to repair or pay for any actual damage which may be done to growing crops, timber, fences, buildings or other structures directly caused by the Grantee in the exercise of any rights granted herein.

The terms, covenants and provisions of these easements of right-of-way shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This conveyance is made subject to all conditions, restrictions, easements and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

In compliance with the provisions of Section 15.2-1803 of the Code of Virginia, 1950, as amended, this deed is in the form approved by John H. Tate, attorney for the County of Smyth.

The Grantee has accepted this deed, and J.S. Staley has been authorized to so act on behalf of said County by a resolution

  
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 ATTORNEYS AT LAW  
 121 North Church Street  
 Marion, Virginia 24334

duly adopted by the Board of Supervisors of said County at the meeting held on \_\_\_\_\_, 2001 which acceptance is evidenced by the execution of this conveyance by the said J.S. Staley, Chairman of the Grantee.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

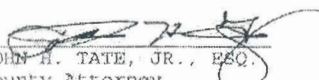
\_\_\_\_\_(SEAL)  
WALTER L. SPRINKLE, JR.

\_\_\_\_\_(SEAL)  
REBECCA F. SPRINKLE

THE BOARD OF SUPERVISORS OF  
SMYTH COUNTY, VIRGINIA

BY: \_\_\_\_\_(SEAL)  
J.S. Staley  
CHAIRMAN

APPROVED:

  
JOHN H. TATE, JR., ESQ.  
County Attorney

COMMONWEALTH OF VIRGINIA:  
COUNTY OF SMYTH:

I, \_\_\_\_\_, a Notary Public in and for the State of \_\_\_\_\_, do hereby certify that WALTER L. SPRINKLE, JR. and REBECCA F. SPRINKLE, husband and wife, whose names are signed to the foregoing writing, have this day personally appeared before me and acknowledged the same.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission expires: \_\_\_\_\_

  
FREEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Martinsburg, Virginia 26154

\_\_\_\_\_  
NOTARY PUBLIC



COMMONWEALTH OF VIRGINIA:

COUNTY OF SMYTH:

I, Mary Ann Evans, a Notary Public in and for the State of Virginia, do hereby certify that John H. Tate, Jr., Esq., County Attorney, whose name is signed to the foregoing writing, has this day personally appeared before me and acknowledged the same.

Given under my hand this 18 day of December, 2001.

My Commission expires: 2-28-2002

Mary Ann Evans  
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA:

COUNTY OF SMYTH:

I, \_\_\_\_\_, a Notary Public in and for the State of Virginia, do hereby certify that J. S. Staley, Chairman, Board of Supervisors of Smyth County, whose name is signed to the foregoing writing, has this day personally appeared before me and acknowledged the same.

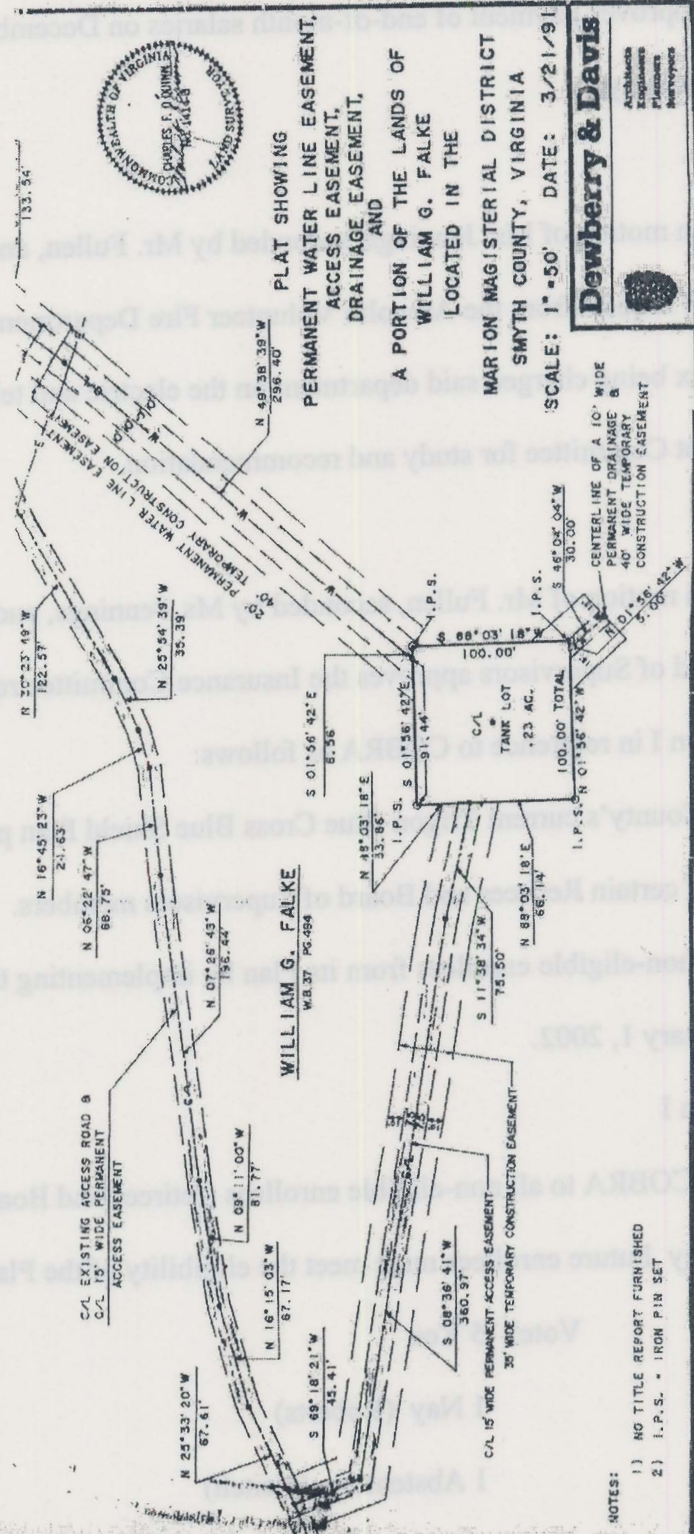
Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



FREEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Marion, Virginia 24354



**Dewberry & Davis**  
Architects  
Engineers  
Planners  
Surveyors

- NOTES:
- 1) NO TITLE REPORT FURNISHED
  - 2) I.P.S. = IRON PIN SET

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Upon motion of Mr. Fullen, seconded by Ms. Widener, and unanimously carried, the Board approves payment of end-of-month salaries on December 21, 2001, due to Christmas holidays.

-----  
Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the matter of request from the Adwolfe Volunteer Fire Department concerning local consumer tax being charged said department on the electric and telephone bill is referred to the Budget Committee for study and recommendation.

-----  
Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, Smyth County Board of Supervisors approves the Insurance Committee recommendation to choose Option I in reference to COBRA as follows:

The County's current Trigon Blue Cross Blue Shield Plan prohibits the enrollment of certain Retirees and Board of Supervisors members. The County must eliminate all non-eligible enrollees from its Plan by implementing the following option effective January 1, 2002.

Option I

Offer COBRA to all non-eligible enrollees (retirees and Board Members based on Trigon's Policy Future enrollees must meet the eligibility of the Plan.

Vote: 5 Yea

1 Nay (Roberts)

1 Abstention (Neitch)



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Upon motion of Mr. Bishop, seconded by Ms. Jennings, and duly carried, the Board approves the Insurance Committee recommendation concerning current and future full time employees who retire:

1. The retired full time employee must have a minimum of fifteen (15) years or more of service with Smyth County.
2. Retired employee's membership with Smyth County Group will terminate at the time the employee becomes eligible for Medicare, Medicaid, or other government programs, or another group health care coverage. Dependent enrolled at the time of retirement of employee, or a dependent added at a later time during an open enrollment period, due to a qualifying event, may continue on the plan during such time as the retire employee remains a member of the plan.
3. Smyth County will not contribute to the cost of the insurance coverage for a retired employee. Full cost will be the employee's responsibility. Payment to be made payable to the Treasurer of Smyth County by the 23<sup>rd</sup> of each month. Delinquent payment will be caused for termination of said insurance.

Vote: 5 Yea

1 Nay (Roberts)

1 Abstention (Neitch)

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the Board approves the Insurance Committee recommendation on Trigon Blue Cross- Blue Shield Key Care 300 health insurance plan; \$300; \$20 Office visit co-pay; \$3,000 out of pocket for covered medical expenses; with Drug Card \$10/20/35; with the Board's participation at 80% employer and 20% employee of the following rates effective January 1, 2002 through December 31, 2002:

Premiums	Total	Employer	Employee
Employee	\$297.95	\$238.36	\$ 59.59
Employee – One Child	\$446.94	\$357.56	\$ 89.38
Employee – Two or more Children	\$685.30	\$548.24	\$137.06
Employee and Spouse	\$625.70	\$500.56	\$125.14
Family	\$953.47	\$762.78	\$190.69
Carve Out	\$268.16	\$214.53	\$ 53.63

Vote: 6 Yea

1 Abstention (Neitch)

-----

The Board continued the following matters:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable franchise in Smyth County.
3. Appointments:

Youth Services Advisory Board

Royal Oak – Kelly Owens; Park – Nina Crabtree; Northfork – Chris Snider

-----



Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the Board approves the Insurance Committee recommendation on Trigon Blue Cross- Blue Shield Key Care 300 health insurance plan; \$300; \$20 Office visit co-pay; \$3,000 out of pocket for covered medical expenses; with Drug Card \$10/20/35; with the Board's participation at 80% employer and 20% employee of the following rates effective January 1, 2002 through December 31, 2002:

Premiums	Total	Employer	Employee
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Employee and Spouse	\$625.70	\$500.56	\$125.14
Family	\$953.47	\$762.78	\$190.69
Carve Out	\$268.16	\$214.53	\$ 53.63

Vote: 6 Yea

1 Abstention (Neitch)

-----

The Board continued the following matters:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast for TV Cable franchise in Smyth County.
3. Appointments:

Youth Services Advisory Board

Royal Oak – Kelly Owens; Park – Nina Crabtree; Northfork – Chris Snider

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget Committee, power to act, on quote from Valley Office Machines and Equipment – FTR Portable Reportable Software and Sound System proposal from DMX Music.

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Upon motion of Mr. Bishop, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following Six (6) Year Secondary System for the County of Smyth Construction Program and fiscal year 2002/2003 to 2007/2008 funds:

Year	New Surface & Treatment	Federal	Other	Total
2002 – 2003	\$465,590	-0-	\$1,594,724	\$1,970,314

and further approves the first year of plan titled Details of the Smyth County, Virginia Secondary Construction Budget for July 1, 2002 through June 30, 2003.

-----

Upon motion of Mr. Fullen, seconded by Ms. Widener, and duly carried, the County Administrator is authorized to advertise a public hearing for January 8, 2002, at 3:00 p.m., contingent upon County Attorney’s agreement, to consider amendment to Smyth-Washington Regional Industrial Facilities Authority to add two additional members.

Vote: 5 Yea  
1 Nay (Neitch)  
1 Absent (Jennings)

-----

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and duly carried, the Board approves the following stimulus grant program for the Saltville Enterprise Zone:

A three year grant will be provided to companies that make new machinery and equipment investments and create new jobs. Grants would be provided through the Smyth County Industrial Development Authority, and would be equivalent to the following percentage of machinery and tools tax due and paid on new equipment and machinery investments:

Percentage of Tax Reduction			
Jobs	Year 1	Year 2	Year 3
100+	100%	50%	25%
50 – 99	80%	40%	20%
10 – 49	60%	30%	15%

Businesses must document the creation of new full-time, permanent employment and the retention of those jobs in order to qualify for assistance. Grant is limited to no more than \$50,000 in first year, and corresponding decreases in Year 2 and 3.

Vote 6 Yea

1 Absent (Jennings)

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Upon motion of Ms. Widener, seconded by Mr. Fullen, and unanimously carried, the Board approves a loan in the amount of \$1444 to Barbara Kirland from On-Site Wastewater Treatment and Disposal Program.

Vote: 6 Yea

1 Absent (Jennings)

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Updates on Virginia Base Mapping Program was given by Manuel Street.

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Duncan McGregor presented status reports on the following projects:

Hutton Branch; Green Hill/Shuler Hollow; Cedars/Hall Addition; Allison Gap; Thomas Bridge Interconnection; Watson Gap Interconnection; Groseclose Water & Sewer Study (PER); Kiawana; Pioneer; Greenwood; Harris Lane; South Fork and Long Hollow; Shannon Gap – Walker Creek wells; CPV Power Plant; Northfork Holston River Withdrawal Permit; Nebo Convenience Station; Water & Sewer Availability Fee.

-----

Pursuant to notice published in a local newspaper, the Board proceeded to conduct a public hearing on a proposal to dispose of certain property located in the Town of Chilhowie, Virginia, on the north side of U. S. 11, between the old Chilhowie High School and U. S. 11 fronting on U. S. 11, and bounded on three sides by Aker Avenue, Pine Street and Chilhowie Street, such disposal by sale or by otherwise disposing of the same by a restricted donation to the Town of Chilhowie, Virginia.

The land to be disposed of is comprised of an open area in the above block of land which is property released to the Board of Supervisors by the Smyth County School Board, and is used for the Chilhowie Apple Festival on an annual basis, as well as for other public uses. The proposed transfer to the Town of Chilhowie will be restricted as an area of open space for use by the public, with landscaping and perimeter parking being permitted. No permanent structures shall be permitted on the property, and if the property is ever sold, the County of Smyth will fix the purchase price and receive all the



proceeds of any sale. Hearing is in accordance with the provisions of Section 15.2-1800, et seq, of the Code of Virginia, as amended.

Approximately twenty five (25) citizens were present.

Bill Rush – spoke in favor of resolution.

John Mason, Mayor, Town of Chilhowie, spoke in favor of resolution.

James Bonham, III – spoke in favor of resolution.

Sondra Widener – spoke in favor of resolution.

Edna Love – spoke in favor of resolution.

Marvin R. Perry – spoke in opposition to resolution.

Kyra Bishop – spoke in favor of resolution.

Charles Haynes – spoke in favor of resolution.

Ed Larimer – spoke in favor of resolution.

Bob McCormick – spoke in favor of resolution.

Michael Perdue – spoke in favor of resolution.

Mildred Clark – spoke in favor of resolution.

Gene Groseclose – spoke in favor of resolution.

Hugh Jones – spoke in favor of resolution.

Laura Wilkinson – spoke in favor of resolution.

Tom Bishop – spoke in favor of resolution.

Susie Jennings – spoke in favor of resolution.

The Chairman declared the public hearing closed.

-----

Upon motion of Mr. Bishop, seconded by Mr. Fullen, and duly carried, the Board approves the following:

THIS DEED, made this the 4<sup>th</sup> day of January, 2002, by and between SMYTH COUNTY, VIRGINIA, acting by and through its Board of Supervisors, hereinafter, Grantor, and the TOWN OF CHILHOWIE, a municipal corporation of the Commonwealth of Virginia, whose address is Box 5012, Chilhowie, Virginia, 24319, hereinafter, Grantee.

WITNESSETH

WHEREAS, the said Grantor is the owner of a certain tract or parcel of land lying and being in the Town of Chilhowie, Virginia, on the north side of U. S. 11 and being property which was released unto Smyth County, Virginia, by the School Board of Smyth County by a resolution dated January 14, 1991, and recorded in Deed Book 419, Page 711; and,

WHEREAS, the Board of Supervisors of Smyth County duly advertised and then conducted a public hearing on December 11, 2001, at 3:00p.m., pursuant to the provisions of §15.2-1800 of the Code of Virginia, which said advertisement proposed certain restrictions on a proposed conveyance to the Grantee herein, if the same was approved; and,

WHEREAS, at the regular monthly meeting of the Board of Supervisors held on Tuesday, December 11, 2001, following the duly advertised public hearing, the said Grantor approved the conveyance of the property hereinafter described unto the Grantee, subject to certain stipulations and conditions, to which the Grantee has consented, and the chairman of the Board of Supervisors was directed to sign this deed on behalf of Smyth County, Virginia.

NOW THEREFORE, in consideration of the premises herein, and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the said Grantor does herewith Grant, Bargain, Sale, and Convey, with covenants of Special Warranty of Title, unto the said Grantee all that certain tract of land lying and being in the Town of Chilhowie, Virginia, on the north side of U. S. 11 and consisting of three (3) parcels of land, described as follows:

Tract No. 1: Being designated as Lots 7 and 8, Block A as shown on a map of the lands of Southern Clay Manufacturing Company, prepared April 17, 1903, by A. F.

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MARION, VIRGINIA

Bonham and recorded in Deed Book 30, Page 500, and being part of the same property conveyed to the First District School Board of Smyth County, Virginia, by deed of Southern Clay Manufacturing Company dated July 9, 1908, and recorded in the Clerk's Office of the Circuit Court of Smyth County, Virginia, in Deed Book 34, Page 237.

Tract No. 2: A strip of land fronting 25 feet on the south side of Chilhowie Avenue and running back a uniform width 25 feet, 242 feet between Lots 6 and 7 as shown on the plat of the Southern Clay Manufacturing Company recorded as set forth above. This is the same property conveyed the First District School Board of Smyth County, Virginia, by deed of Southern Clay Manufacturing Company dated July 17, 1908, and recorded in the aforesaid Clerk's Office in Deed Book 34, Page 238.

Tract No. 3: Two certain lots or tracts of land lying in the Town of Chilhowie in Smyth County, Virginia, being Lots No. 5 and 6 in Block "A" as shown on map of the lands of Southern Clay Manufacturing Company as set forth above, being bounded on the North by Chilhowie Avenue and having a combined frontage thereon of 180 feet, and being bounded on the East by the old Chilhowie High School lot; on the South by a line parallel with the northern boundary and 242 feet distant therefrom, and said southern line is the northern line of the new Lee Highway (U. S. Highway No. 11); and on the West by a 25 foot alley between said lots and Lot No. 4, now owned by the Chilhowie Baptist Church, and being the same property conveyed to The County School Board of Smyth County by Ralph R. Repass, Trustee, by deed dated February 3, 1951, and of record in Deed Book 111, Page 388.

This property is the majority of the land which was released by the School Board of Smyth county, Virginia to the Grantee by the instrument referred to above and recorded in the Clerk's Office of the Circuit Court of Smyth County, Virginia in Deed Book 419, Page 711.

The Town of Chilhowie joins in this conveyance to except this conditional conveyance, as a conditional gift to the Town of Chilhowie, the Grantee, from the Grantor upon the following terms and conditions:

1. All the property conveyed hereby shall be used and maintained by the Grantee as an area of open and green space for use by the public. The Grantee agrees that it will

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fully maintain and improve such property by landscaping, the planting of trees, shrubs and bushes, which shall be continually trimmed and maintained in order that the area may be an open and green space for use by all of the citizens of Smyth County, Virginia. This restriction shall not prohibit the use of the land conveyed hereby for a community festival or for community events on the property.

2. The Grantee may permit perimeter parking around the exterior boundaries of the land hereby conveyed with the construction of paved parking areas, so long as such paved parking areas do not exceed ten (10%) percent of the total area of the land hereby conveyed.

3. No permanent structure, except for a small structure for the provision of utility services on the property, shall ever be placed on the property conveyed hereby. This restriction shall be a condition running with the land and shall continue for a period of time no less than ninety-nine (99) years from the date of recording of this deed. This deed shall be promptly recorded by the parties once all the approvals have been secured to the terms and conditions hereof, and the same approved as to form.

4. The property herein shall only be sold with the written consent of the Grantor. In the event that the Grantee desires to sell or transfer the property to any other entity, including an entity formed or affiliated with the Grantee, the written consent of the County shall be required, and may only be given after due advertising and a public hearing held by the Grantor with the consent to such sale recorded in the minutes of a duly called or regular meeting of the Grantor. In the event that the Town of Chilhowie ever desires that such property be sold, the Grantor shall fix and determine the purchase price, following such public hearing, and shall receive all proceeds of any sale. No part of the sale proceeds shall enure to or accrue for the benefit of the Grantee.

5. In the event of an established violation of any of these restrictions, the Grantor may demand, in writing, the reconveyance of all the property conveyed herein unto the Grantee. The Grantee shall be afforded a period of ninety (90) days to remedy any established violation of the restrictions herein, and if such violation is not cured and remedied within such ninety (90) day period, then the Grantee shall reconvey all the property conveyed hereby, free of any liens or encumbrances, within thirty (30) days of the

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date of the expiration of the period given herein to cure any established violation.

The conditions and restrictions set out herein were approved by the Town Council of the Town of Chilhowie at a duly convened meeting, at which a quorum was present by a vote of Aye \_\_\_\_\_, Nay \_\_\_\_\_, and the mayor of the Town directed to execute this conveyance indicating the consent of the Grantee to these conditions.

The form and substance of this deed was duly approved by the Town Attorney for the Town of Chilhowie pursuant to §15.2-1803 of the Code of Virginia as shown by his execution of this conveyance.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

SMYTH COUNTY, VIRGINIA

J. S. Staley, Jr.  
BY: J. S. STALEY, JR., CHAIRMAN

THE TOWN OF CHILHOWIE, VIRGINIA

BY: JOHN D. MASON, JR., MAYOR

Approved as to form and content:

Alan L. Stratton  
ALAN L. STRATTON  
Town Attorney

COMMONWEALTH OF VIRGINIA:

COUNTY OF SMYTH, to-wit:

The foregoing instrument was acknowledged before me in Smyth County, Virginia, this 4 day of January, 2002, by J. S. Staley, Jr., Chairman of the Board of Supervisors of Smyth County, Virginia.

Mary Ann Evans  
NOTARY PUBLIC

My Commission expires: 2-28-2002

COMMONWEALTH OF VIRGINIA:

COUNTY OF SMYTH, to-wit:

The foregoing instrument was acknowledged before me in Smyth County, Virginia, this \_\_\_\_\_ day of January, 2002, by John D. Mason, Jr., Mayor of the Town of Chilhowie, Virginia.

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

GWYN B. TATE  
ATTORNEYS AT LAW  
MARION, VIRGINIA

COMMONWEALTH OF VIRGINIA:  
COUNTY OF SMYTH, to-wit:

The foregoing instrument was acknowledged before me in Smyth County, Virginia,  
this 4<sup>th</sup> day of January, 2002, by Alan J. Stratton, Attorney for the Town of Chilhowie,  
Virginia.

Suzie R. Price  
NOTARY PUBLIC

My Commission expires: March 31, 2005.

GWYN & TATE  
ATTORNEYS AT LAW  
MARION, VIRGINIA

Vote: 5 Yea

2 Nay (Roberts, Neitch)

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Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into executive session to discuss the following items:

- (1) Personnel Matter as outlined in Section 2.1-344 (a) (1) of the Code of Virginia, as amended. (2) Discuss acquisition of real property as outlined in Section 2.1-344 (A) (3) of the Code of Virginia, as amended.

The Chairman declared the executive session ended.

Vote: 6 Yea

1 Absent (Jennings)

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Upon motion of Ms. Widener, seconded by Mr. Fullen, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

WHEREAS, the Smyth County Board of Supervisors has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such executive meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public



business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 6 Yea

1 Absent (Jennings)

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Upon motion of Mrs. Neitch, seconded by Mrs. Jennings, and unanimously carried, the following order was entered:

WHEREAS, the Smyth County Board of Supervisors are supportive of all institutions and organizations within the confines of our county, and

WHEREAS, we take specific pride in those organizations displaying outstanding success and excellence in their endeavors, and

WHEREAS, the 2001 edition of the Chilhowie Warrior Football Team enjoyed tremendous success on the field as evidenced by a Hogoheegee District Championship, Regional runner-up and a 10-2 record.

WHEREAS, the members of said team have been characterized by perseverance, persistence, hard work and outstanding sportsmanship.

BE IT REOLVED, that the Smyth County Board of Supervisors recognizes and applauds their successes and urges all Smyth Countians to follow their example of team work, hard work and persistence.

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Upon motion of Mrs. Jennings, seconded by Ms. Widener, and unanimously carried, the following order was entered:

WHEREAS, the Smyth County Board of Supervisors is supportive of all individuals and organizations within the confines of our county, and

WHEREAS, we take specific pride in those individuals and organizations displaying outstanding success and excellence in their efforts, and

WHEREAS, Fleet Hower of Marion excelled in Cross Country during the 2001 season by finishing 1<sup>st</sup> in the region, 2<sup>nd</sup> in the State and 11<sup>th</sup> in the 23<sup>rd</sup> Annual Foot Locker National Championship, and

WHEREAS, he was accordingly designated a High School Foot Locker All-American.

BE IT THEREFORE RESOLVED, that the Smyth County Board of Supervisors applauds his achievements, encourages his continuing competitiveness and congratulates him on his outstanding high school career.

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Upon motion of Mrs. Jennings, seconded by Ms. Widener, and unanimously carried, the following order was entered:

WHEREAS, the Smyth County Board of Supervisors is supportive of all individuals and organizations within the confines of our county, and

WHEREAS, we take specific pride in those individuals and organizations displaying outstanding success and excellence in their efforts, and

WHEREAS, the 2001 edition of the Marion Scarlet Hurricane Football Team displayed outstanding success and accomplishment on the grid-iron with the achievement of 10-3 record and a Highlands District and Region IV Championship, and

WHEREAS, the members of said team have been characterized by perseverance, persistence, hard work and outstanding sportsmanship.

BE IT RESOLVED, that the Smyth County Board of Supervisors recognizes and applauds their successes and urges all Smyth Countians to follow their example of team work, hard work and persistence.

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Upon motion of Ms. Widener, seconded by Ms. Jennings, and unanimously carried, the Board approves the following warrant listing from the appropriate fund account for a total amount of \$667,574.47:

**December 2001 Bills****VIRGINIA ASSOCIATION OF COUNTIES**

Board of Supervisors - Registration Supv. Conf.	\$ 200.00	38342
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**KING FORD-CHRYSLER-PLYMOUTH**

Water Department - Truck (capital outlay)	\$ 18,139.00	38344
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**SPRINT**

County Administrator	\$ 2,350.54	
General Registrar	\$ 186.86	
Juvenile Court	\$ 303.36	
Animal Control	\$ 50.95	
Basic 911	\$ 53.15	
Water Department	\$ 58.48	
County Extension	\$ 110.10	
	<hr/>	
	\$ 3,113.44	38345

**SPRINT**

Pro/Services Mapping	\$ 34.65	
Pro/Services Mapping	\$ 742.56	
	<hr/>	
	\$ 777.21	38346

**WALMART COMMUNITY**

Commonwealth Attorney	\$ 27.96	38347
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**WALMART COMMUNITY**

Sheriff - Dog	\$ 43.31	
Sheriff - Data Processing	\$ 14.97	
Sheriff	\$ 30.58	
Jail - Supplies	\$ 80.92	
	<hr/>	
	\$ 169.78	38348

**WALMART COMMUNITY**

Office on Youth	\$ 190.82	38349
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**AMERICAN ELECTRIC POWER**

IDA	\$ 8.27	
Landfill	\$ 179.22	
Convenience Station	\$ 221.75	
Saltville Clinic	\$ 99.20	
Water Department	\$ 373.97	
	<hr/>	
	\$ 882.41	38350

**AT&T**

Sheriff	\$ 48.95	38351
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**ADELPHIA**

Sheriff/Inmate - TV Cable	\$ 90.00	38352
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**AERO PRODUCTS CORPORATION**

Jail - Blankets	\$ 126.00	38353
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**AFTON COMMUNICATIONS CORP.**

Emergency Services - Pager	\$ 29.50	38354
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**ALLTEL**

County Administrator	\$ 22.23	
Juvenile Court	\$ 49.44	
Landfill	\$ 52.76	
Convenience Station	\$ 168.45	
Community Development	\$ 147.30	
Building Inspection - Cell Phone	\$ 46.36	
Animal Control	\$ 22.23	
Water Department (McCord)	\$ 25.28	



**ALLTEL (CON'T)**

Emergency Services	\$ 24.97	
County Engineer	\$ 174.31	
Water Department (McCord)	\$ 45.41	
	<u>\$ 778.74</u>	38355

**AMERICAN ELECTRIC POWER**

Convenience Station	\$ 21.65	
Convenience Station	\$ 8.04	
	<u>\$ 29.69</u>	38356

**AMSTERDAM PRINTING**

County Administrator - Labels	\$ 58.62	38357
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**ANDERSON & ASSOCIATES**

Water Department - Allison Gap	\$ 21,205.53	38358
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**ANDERSON & ASSOCIATES**

Data Processing - Maintenance	\$ 2,300.00	
Pro-Services Mapping	\$ 1,112.38	
	<u>\$ 3,412.38</u>	38359

**ARCHER, DAWN**

Social Services Board Member	\$ 50.00	38360
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**ASHBY, WALTER & DREAMA**

CSA Pool	\$ 215.00	38361
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**ATWELL, ARCHIE**

Planning Commission Board Member (4 mtgs.)	\$ 200.00	
Mileage	\$ 57.20	
	<u>\$ 257.20</u>	38362

**THE BANK OF MARION**

Water Department	\$ 13.50	38363
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**BEATY, JOE & AMELIA BLAND**

Csa Pool	\$ 644.00	38364
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**BERRY HOME CENTERS**

Water Department - Southfork	\$ 271.07	
Water Department - Supplies	\$ 184.65	
Landfill - Maintenance	\$ 39.49	
	<u>\$ 495.21</u>	38365

**BERRY IRON & METAL**

Refuse Collect - Tank Rental	\$ 15.68	38366
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**BLEVINS DENNIS R.**

Planning Commission Board Member (4 mtgs.)	\$ 200.00	
Mileage	\$ 10.40	
	<u>\$ 210.40</u>	38367

**BLEVINS, JOSEPH D.**

General Registrar - Mileage	\$ 10.40	
Meals	\$ 20.75	
	<u>\$ 31.15</u>	38368

**BLUE RIDGE COUNSELING SERVICES**

CSA Pool	\$ 1,125.00	38369
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**BLUE RIDGE KNIVES**

Sheriff - Car Repair	\$ 17.50	38370
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**BARKER, BOB**

Jail - Personal	\$ 363.19	
Jail - Mattress, blanket, pillow	\$ 1,016.04	
	<u>\$ 1,379.23</u>	38371



**BOBBY'S PRINTING SERVICE**

Sheriff	\$	30.00	
Building Inspection	\$	18.00	
Victim Witness	\$	55.00	
County Engineer	\$	34.00	
	\$	137.00	38372

**BRISTOL OFFICE SUPPLY, INC.**

General District Court - Maintenance	\$	29.91	38373
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**BROOKS, JOY S.**

Commissioner of Revenue - Meal	\$	6.46	38374
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**BUCHANAN, J.E. "GENE"**

Social Services Board Member	\$	50.00	38375
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**BULLOCK, ETTA**

CSA Pool	\$	43.60	38376
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**C.R. QUESENBERRY, INC.**

County Administrator - Oil	\$	82.56	
Sheriff - Oil	\$	82.56	
Building Inspection - Oil	\$	41.28	
Animal Control - Oil	\$	41.28	
	\$	247.68	38377

**C. W. WARTHEN**

Clerk	\$	534.47	38378
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**CARTER MACHINERY CO., INC.**

Refuse Collect - Vehicle Repair	\$	888.02	38379
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**CDW GOVERNMENT, INC.**

Treasurer - Toner	\$	314.32	
Data Processing	\$	48.49	
Community Development	\$	290.97	
E-911 - Equipment	\$	1,608.11	
911 Equipment	\$	3,839.22	
	\$	6,101.11	38380

**CHAMBER OF COMMERCE**

Board of Supervisors	\$	14.00	38381
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**CITY OF BRISTOL VIRGINIA TREASURER**

Circuit Court - Stationery	\$	216.00	38382
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**COM-TECH ENTERPRISES**

Buildings & Grounds - Telephone Training	\$	220.00	
County Office Building - Telephone Training	\$	300.00	
Sheriff - Telephone	\$	225.00	
	\$	745.00	38383

**CONCEPT SEATING, INC.**

911 Equipment - Chair Repairs	\$	248.00	38384
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**COX, W. FRANK**

Water Department - Southfork	\$	274.63	38385
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**CREGGER, SAM & LISA**

CSA Pool	\$	344.00	38386
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**CULLIGAN**

Refuse Collect - Water	\$	9.02	38387
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**D&D CONSTRUCTION CO.**

Water Department - Southfork		Void	38388
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**D&H TRACTOR SALES, INC.**

Convenience Station - Repair & Maintenance	\$	109.03	38389
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**D&T CONSTRUCTION**

Water Department - Southfork	\$ 2,355.00	38390
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**DAVIDSON TIRE**

Motor Vehicle - Cost of Sales	\$ 42.00	38391
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**DEBORD, MYRON**

Planning Commission Board Member (4 mtgs.)	\$ 200.00	
Mileage	\$ 13.00	
	\$ 213.00	38392

**DEPAUL'S FAMILY SERVICES**

CSA Pool	\$ 1,841.73	38393
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**DEPARTMENT OF VETERINARY DIAGNOSIS**

Animal Control - Rabies Shots	\$ 90.00	38394
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**DEPARTMENT OF INFORMATION TECHNOLOGY**

Data Processing - Telecommunications	\$ 259.13	38395
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**DON RUSSELL ELECTRIC**

Jail- Repair	\$ 999.80	38396
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**KEENE, A. SUSAN**

Jail - Eye Exam	\$ 65.00	38397
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**DR. ROBERT L. HALE**

Jail Physician	\$ 658.23	38398
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**DR. EMMETT V. RICHARDSON, III**

	\$ 190.00	38399
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**DRAPER ADEN ASSOCIATES**

Refuse Collect - Groundwater	\$ 935.08	
Gas	\$ 176.00	
Refuse Collect - Gas Monitoring	\$ 241.30	
Groundwater	\$ 2,588.33	
	\$ 3,940.71	38400

**DUTT & WAGNER OF VIRGINIA**

Jail - Food	\$ 592.68	38401
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**EARTHGRAINS BAKERY**

Jail - Food	\$ 950.33	38402
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**ECHOLS, RONNIE**

Courthouse Repairs	\$ 97.00	38403
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**ELLER, WILLIAM**

Sheriff - DUI Grant	\$ 140.00	38404
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**ELSWICK, SANDRA**

General Registrar	\$ 83.52	38405
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**EMPLOYEE BENEFITS MANAGEMENT, INC.**

Board of Supervisors - Insurance Consultant	\$ 7,305.00	38406
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**EVANS, MARY ANN**

County Administrator - Mileage	\$ 19.50	
Meal	\$ 5.20	
	\$ 24.70	38407

**FAMILY COMMUNITY NEWSPAPERS**

Board of Supervisors - Advertisement	\$ 7,237.32	38408
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**FAMILY PRESERVATION SERVICES**

CSA Pool	\$ 1,650.75
CSA Pool	\$ 675.00

**FAMILY PRESERVATION SERVICES (CON'T)**

CSA Pool	\$ 634.50
CSA Pool	\$ 748.00
CSA Pool	\$ 661.50
	<u>\$ 4,369.75</u>

**FEDEX**

Sheriff - Postage	\$ 35.88
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**FOOD CITY STORE #848**

Sheriff - Dog	\$ 14.49
Jail - Food	\$ 727.54
Canteen	\$ 22.91
	<u>\$ 764.94</u>

38411

**FOOD CITY STORE #848**

Office On Youth	\$ 75.25
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38412

**FOOD CITY PHARMACY**

Jail - Medicine	\$ 3,278.38
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38413

**FOSTER, EDDIE D.**

Social Services Board Member	\$ 50.00
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38414

**FRANCIS BROS. INC.**

Water Department - Beaver Creek	\$ 614.76
Water Department - Supplies	\$ 25.01
Courthouse	\$ 12.20
Jail - Repairs	\$ 260.36
Morison Building	\$ 44.74
Animal Control - Supplies	\$ 230.45
Water Department - Southfork	\$ 159.95
	<u>\$ 1,347.47</u>

38415

**FREDERICK G. GRIFFIN**

Communications Study	\$ 666.67
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38416

**FULLEN MOTOR CO., INC.**

Water Department - Vehicle Repair	\$ 327.85
Water Department - Vehicle Repair	\$ 511.71
	<u>\$ 839.56</u>

38417

**GALL'S INC.**

Sheriff - Car Repair	\$ 708.43
Animal Control - Uniforms	\$ 124.99
Sheriff - Car Repair	\$ 891.45
Sheriff - Uniforms	\$ 168.70
	<u>\$ 1,893.57</u>

38418

**GARZON, CINDY**

Treasurer - Meal	\$ 11.48
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38419

**GORDON FOOD SERVICE**

Jail - Food	\$ 3,987.23
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38420

**GRINSTEAD, PAUL L.**

Planning Commission Board Member (4 mtgs.)	\$ 200.00
Mileage	\$ 18.20
	<u>\$ 218.20</u>

38421

**GRISSOM MOTOR PARTS, INC.**

Sheriff - Car Repair	\$ 208.15
Water Department - Vehicle Repair	\$ 8.26
	<u>\$ 216.41</u>

38422

**GROSECLOSE, H. EUGENE**

Planning Commission Board Member (4 mtgs.)	\$ 200.00
Mileage	\$ 26.00
	<u>\$ 226.00</u>

38423



**THE GUN SHOP**

Sheriff - Ammo	\$ 1,772.24	38424
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**GUYER, LINDA**

CSA Pool	\$ 1,702.00	38425
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**THE HARRISON COMPANY**

General District Court - Subscription	\$ 52.90	38426
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**HAUVER'S COMPUTER SERVICE**

Data Processing	\$ 139.90	
E-911 Equipment	\$ 110.00	
	<u>\$ 249.90</u>	38427

**HEATHERWOOD COUNSELING CENTER**

CSA Pool	\$ 40.00	38428
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**HESS, TOM**

Social Services Board Member	\$ 50.00	38429
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**HIGHLAND PAGING INC.**

Animal Control - Pagers	\$ 50.24	38430
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**HIGHLANDS JUVENILE DETENTION CENTER**

Juvenile Court - Alternatives	\$ 3,333.34	38431
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**HIGHLANDS JUVENILE DETENTION CENTER**

Juvenile Court - Operations	\$ 13,961.66	38432
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**HOPKINS, TERESA**

Circuit Court - Mileage	\$ 150.00	38433
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**HUGHES SUPPLY INC.**

Water Department - Supplies	\$ 1,683.34	38434
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**IBM**

Data Processing - Maintenance	\$ 350.00	
Data Processing - Maintenance	\$ 2,280.00	
	<u>\$ 2,630.00</u>	38435

**INDUSTRIAL WELDING & MACHINES**

Water Department - Southfork	\$ 7,070.08	38436
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**INSTUTIONAL DISTRIBUTORS**

Jail - Food	\$ 1,089.73	38437
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**INSTITUTIONAL JOBBERS**

Jail - Food	\$ 511.83	38438
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**JACK OWENS PLUMBING & HEATING**

Water Department - Watson Gap	\$ 7,735.62	38439
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**JACK OWENS PLUMBING & HEATING**

Water Department - Southfork	\$ 5,825.50	38440
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**JACKSON CREEK MFG. INC.**

Animal Control - Supplies (traps)	\$ 450.00	38441
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**JANIE HAMMIT CHILDREN'S HOME**

CSA Pool	\$ 1,898.50	38442
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**JERRY'S TYPEWRITER SERVICE**

Clerk	\$ 17.58	38443
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**JIMMY L. WARREN, CLERK**

Circuit Court - Jurors	\$ 210.00	
Clerk - FICA	\$ 1,360.30	
	<u>\$ 1,570.30</u>	38444

**JOBSITE JOHNNY**

Refuse Collect - "Pottie"	\$ 55.00	
Convenience Station - "Potties"	\$ 495.00	
	<u>\$ 550.00</u>	38445

**JONES, JOHNNY & BETTY**

CSA Pool	\$ 1,344.29	38446
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**KAY UNIFORMS**

Sheriff - Uniforms	\$ 30.00	38447
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**KEL-SAN, INC.**

Jail - Personal	\$ 86.76	
Jail - cleaning supplies	\$ 373.62	
	<u>\$ 460.38</u>	38448

**KELL'S TRADING POST**

Motor Vehicle - Cost of sales	\$ 39.00	38449
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**KING FORD-CHRYSLER-PLYMOUTH-DODGE, JEEP**

Sheriff	\$ 477.34	
Animal Control	\$ 170.94	
	<u>\$ 648.28</u>	38450

**KING, CONRAD & MINNIE**

CSA Pool	\$ 344.00	38451
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**KRESS, REBECCA**

Commissioner of Revenue - Meal	\$ 11.40	
Mileage	\$ 21.45	
	<u>\$ 32.85</u>	38452

**L.L.T.'S PAVING**

Water Department - Kiawana	\$ 542.42	
Water Department - St.Clair Creek	\$ 542.42	
Water Department - Harris Lane	\$ 542.41	
	<u>\$ 1,627.25</u>	38453

**LANE ENGINEERING INC.**

Water Department - Dix Well	\$ 875.00	38454
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**LANIER WORLDWIDE, INC.**

Sheriff - Maintenance	\$ 61.42	38454
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**LEARY EDUCATION FOUNDATION**

CSA Pool	\$ 6,037.43	38456
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**LEE HIGHWAY ANIMAL HOSPITAL**

Sheriff - Dog	\$ 66.35	38457
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**MCFARLAND, JOHN & RHONDA**

CSA Pool	\$ 615.00	38458
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**MAIN STREET GIFTS EATERY**

Board of Supervisors - Town/County Meeting Meal	\$ 528.00	38459
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**MARION AUTOMOTIVE GROUP**

Water Department - Vehicle Repair	\$ 271.94	38460
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**MARION OFFICE SUPPLY**

Commonwealth Attorney	\$ 7.13	38461
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**MCCLURE, EARL**

Planning Commission Board Member (4 mtgs.)	\$ 200.00	
Mileage	\$ 26.00	
	<u>\$ 226.00</u>	38462

**MCCONNELL, KELLY**

Extension Office - Mileage	\$ 32.83	38463
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<b><u>MCCORD, MICHAEL</u></b>		
Water Department - Mileage	\$ 48.43	38464
<b><u>MCCORMICK, SCOTT &amp; CLAUDINE</u></b>		
CSA Pool	\$ 983.19	38465
<b><u>MERCER, RICKIE &amp; PAM</u></b>		
CSA Pool	\$ 218.00	38466
<b><u>MILLER, RONNIE</u></b>		
Sheriff - DUI Grant	\$ 200.00	38467
<b><u>MINMOLTA CORPORATION</u></b>		
Sheriff - Lease/Rent	\$ 106.30	38468
<b><u>MORGAN, W. ALAN</u></b>		
Sheriff - DUI Grant	\$ 200.00	38469
<b><u>MORGAN, SALLY</u></b>		
Community Development - Telephone	\$ 85.20	
Gas	\$ 34.15	
Meals	\$ 4.54	
	<hr/> \$ 123.89	38470
<b><u>MT. ROGERS COMMUNITY SERVICES BOARD</u></b>		
CSA Pool	\$ 588.00	38471
<b><u>MT. ROGERS COMMUNITY SERVICES BOARD</u></b>		
Jail - Mental	\$ 105.00	38472
<b><u>MT. ROGERS PLANNING DISTRICT COMMISSION</u></b>		
Pro/Services Mapping	\$ 423.65	38473
<b><u>MT. ROGERS SHELTER HOME</u></b>		
CSA Pool	\$ 2,300.00	38474
<b><u>MULLEN ARMY &amp; NAVY STORE</u></b>		
Water Department - Uniforms	\$ 1,249.94	
Refuse Collect - Uniforms	\$ 2,473.62	
Animal Control - Uniforms	\$ 296.91	
	<hr/> \$ 4,020.47	38475
<b><u>NASCO</u></b>		
Animal Control - Supplies	\$ 68.26	38476
<b><u>NATIONAL CHEMICAL COMPANY</u></b>		
County Office Building - Maintenance	\$ 100.00	38477
<b><u>NATIONAL PEN CORPORATION</u></b>		
County Administrator - Pens	\$ 67.50	38478
<b><u>NATIONWIDE TESTING ASSOCIATION, INC.</u></b>		
Refuse Collect - Drug Testing Mgmt Fees	\$ 60.00	38479
<b><u>NEITCH, DARLENE</u></b>		
Social Service Board Member	\$ 50.00	38480
<b><u>NETACCESS OF VA</u></b>		
Data Processing - Internet	\$ 225.00	38481
<b><u>NEW ACME MARKETS</u></b>		
Animal Control - Cat/Dog Supplies	\$ 99.92	38482
<b><u>NEW DOMINION SCHOOL</u></b>		
CSA	\$ 3,300.00	38483
<b><u>OFFICE MACHINES &amp; SUPPLY CO.</u></b>		
County Administrator	\$ 231.97	
Treasurer	\$ 153.99	



**OFFICE MACHINES & SUPPLY CO. (CON'T)**

Data Processing	\$	54.53	
Clerk	\$	175.75	
Sheriff	\$	239.36	
Central Dispatch	\$	252.71	
Jail	\$	108.70	
Building Inspection	\$	32.06	
Basic 911	\$	7.61	
Community Development	\$	7.61	
County Engineer	\$	102.08	
Water Department	\$	49.89	
	\$	1,416.26	38484

**OLINGER, JOHN & PATSY**

CSA Pool	\$	225.00	38485
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**ONE NUMBER INFORMATION SYSTEMS**

Water Department - "Ms. Utility"	\$	73.22	38486
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**ONESTAR LONG DISTANCE, INC.**

County Administrator - Telephone	\$	1,189.85	38487
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**OWENS, BUD**

Building Inspection - Certification Renewal	\$	50.00	38488
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**PETTY CASH FUND - COUNTY ADMINISTRATOR**

County Administrator - Car Repair	\$	17.25	
Staff Meeting	\$	11.63	
Community Development	\$	5.00	
Community Development - Gas	\$	14.00	
Health Department - Lawn Mower Gas	\$	11.75	
Landfill - Vehicle (Tags)	\$	5.00	
Water Department - Vehicle (Tags)	\$	5.00	
Courthouse - Lawn Mower Gas	\$	5.00	
Basic 911 - Postage	\$	8.94	
County Engineer - Postage	\$	3.61	
Water Department - Postage	\$	10.94	
County Office Building - Coffee Maker	\$	20.86	
County Office Building - Lawn Mower Gas & Oil	\$	15.02	
	\$	134.00	38489

**PFG HALE**

Jail - Food	\$	5,042.81	38490
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**PHOENIX SIGNS & ADVERTISEMENT**

Pro-Services Mapping - Signs	\$	1,688.00	38491
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**PINES RESIDENTIAL TREATMENT CENTER**

CSA Pool	\$	4,116.00	38492
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**PITNEY BOWES, INC.**

Treasurer - Lease/Rent	\$	209.00	38493
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**PITNEY BOWES**

County Administrator - Lease/Rent	\$	479.00	
Treasurer - Lease/Rent	\$	168.49	
General District Court - Lease/Rent	\$	456.00	
	\$	1,103.49	38494

**PRATER, L. SCOTT**

Sheriff - DUI Grant	\$	200.00	38495
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**PRESTON, PENNY**

Office on Youth - Meals	\$	85.04	38496
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**PRO PAGE**

Juvenile Court - Pagors	\$	28.25	
Juvenile Court - Pagors	\$	28.25	

**PRO PAGE (CON'T)**

Sheriff - Pagers	\$ 726.80	
	<u>\$ 783.30</u>	38497

**PURCHASE POWER**

County Administrator - Postage	\$ 681.39	
Data Processing - Postage	\$ 1.95	
General Registrar - Postage	\$ 600.73	
Building Inspection - Postage	\$ 18.34	
Basic 911 - Postage	\$ 23.80	
County Engineer - Postage	\$ 1.36	
Community Development - Postage	\$ 39.49	
Water Department - Postage	<u>\$ 652.94</u>	
	\$ 2,020.00	38498

**QUILL CORP.**

Victim Witness	\$ 68.97	38499
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**R. C. STEELE**

Animal Control - Cages (Capital)	\$ 153.95	38500
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**REGIONS INTERSTATE BILLING  
WORLDWIDE EQUIPMENT, INC.**

Refuse Collect - Vehicle Repair	\$ 227.50	38501
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**RELIABLE OFFICE SUPPLY**

Commissioner of Revenue	\$ 72.83	38502
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**REYNOLDS LIGHTING INC.**

Buildings & Grounds	\$ 147.00	
Health Department	\$ 147.00	
County Office Building	<u>\$ 240.96</u>	
	\$ 534.96	38503

**RHEA, DARYL & MICHELLE**

CSA Pool	\$ 430.00	38504
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**RODZWIC, STEVE & TERRI**

CSA Pool	\$ 35.83	38505
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**ROMANS, BILL & TAMMY**

CSA Pool	\$ 58.80	38506
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**ROUSE OIL SERVICE**

Water Department - Oil	\$ 87.70	38507
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**S&W FERTILIZER SEED**

Water Department - Southfork	\$ 57.50	38508
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**SALTVILLE PROGRESS**

Board of Supervisors - Advertisement	\$ 5.75	38510
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**SALTVILLE RESCUE SQUAD**

Landfill - Tower Rental	\$ 180.00	38511
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**SCI-MED WASTE SYSTEMS, INC.**

Jail - Medical Waste	\$ 20.00	38512
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**SEYMORE 1 HOUR PHOTO**

Jail - Film	\$ 10.50	
Animal Control - Film	<u>\$ 56.46</u>	
	\$ 66.96	38513

**SHERIFF R. DAVID BRADLEY - PETTY CASH**

Sheriff	\$ 57.50	
Schooling	\$ 1,207.36	
Dues	\$ 75.00	



**SHERIFF R. DAVID BRADLEY - PETTY CASH**

Transport	\$ 188.36	
Jail - Medicine	\$ 23.99	
	<u>\$ 1,552.21</u>	38514

**SHERIFF R. DAVID BRADLEY - PETTY CASH**

Dare Fund	\$ 150.00	38515
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**SHERIFF R. DAVID BRADLEY - PETTY CASH**

Sheriff-Inmate Fund	\$ 48.00	38516
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**SHERWIN-WILLIAMS**

Buildings & Grounds - Paint Courthouse	\$ 67.75	38517
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**SHOREY, FRANCES L.**

General Registrar - Training	\$ 10.00	38518
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**SHREEVES SEPTIC SERVICE**

Landfil - Hauling	\$ 1,225.00	38519
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**SHULER, B. C.**

Sheriff - DUI Grant	\$ 200.00	38520
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**SLEDD, MARGARET**

CSA Pool	\$ 94.83	38521
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**SMYTH COUNTY ANIMAL HOSPITAL**

Animal Control	\$ 163.30	38522
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**SMYTH CO. DEPT. OF SOCIAL SERVICES**

CSA Pool	\$ 604.24	38523
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**SMYTH COUNTY PUMP & WELL, INC.**

Water Department - Hutton Branch	\$ 3,353.00	38524
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**SMYTH COUNTY WATER & SEWER**

Convenience Station - Water	\$ 80.00	
Animal Control - Water	\$ 29.18	
	<u>\$ 109.18</u>	38525

**SMYTH COUNTY HEALTH DEPARTMENT**

Sheriff - Hep B Shots	\$ 110.19	38526
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**SMYTH COUNTY SCHOOL BOARD**

Sheriff - Car Repair	\$ 91.00	
Building Inspection - Vehicle Repair	\$ 7.00	
	<u>\$ 98.00</u>	38527

**SMYTH COUNTY SCHOOL BOARD**

School Resource Manager	\$ 1,145.83	38528
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**SMYTH FARM BUREAU**

Refuse Collect - Landfill Maintenance	\$ 8.60	
Convenience Station - Repair & Maintenance	\$ 3.56	
Animal Control - Supplies	\$ 28.09	
	<u>\$ 40.25</u>	38529

**SMYTH-WYTHE AIRPORT COMMISSION**

Board of Supervisors - Airport	\$ 19,335.75	38530
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**SOUTHERN ELEVATOR CO.**

County Office Building - Maintenance	\$ 51.00	
Jail - Maintenance	\$ 1,364.84	
Buildings & Grounds - Maintenance	\$ 54.50	
Jail - Maintenance	\$ 54.50	
	<u>\$ 1,524.84</u>	38531

**SPECIALIST, INC.**

Animal Control - Supplies	\$ 28.50	38532
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**SPRINT**

Water Department	\$ 219.23	
Convenience Station	\$ 46.95	
Convenience Station	\$ 43.40	
Animal Control	\$ 106.28	
Water Department	\$ 58.48	
Landfill	\$ 84.52	
Landfill	\$ 102.42	
Pro/Services Mapping - 911	\$ 3,315.11	
	<u>\$ 3,976.39</u>	38533

**STRINGER, ED**

Social Services Board Member	\$ 50.00	38534
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**SUNCOM**

Sheriff - Telephone	\$ 781.00	38535
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**SURFACE, ANNE A. & T EDWARD SURFACE**

Convenience Station - Lease/Rent	\$ 1,000.00	38536
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**SOUTHWESTERN VA MENTAL HEALTH INSTITUTE**

County Office Building - Water/Sewer/Steam (2 mos.)	\$ 1,411.99	38537
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**SWIFA**

IDA	\$ 26,500.00	38538
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**SW VA SOLID WASTE MANAGEMENT ASSOCIATION**

Refuse Collect - Dues	\$ 90.00	38539
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**T. L. COMMUNICATIONS, INC.**

Sheriff - Radio Exp.	\$ 160.00	
Water Department - Radio Exp.	\$ 75.00	
Landfill - Radio Exp.	\$ 75.00	
	<u>\$ 310.00</u>	38540

**TATE, JOHN H., JR.**

County Attorney (5 mos.)	\$ 8,821.58	38541
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**TEATERS, NORMA**

Office On Youth - Meals	\$ 59.19	
Motel	\$ 173.26	
Mileage	\$ 380.25	
	<u>\$ 612.70</u>	38542

**TERRY, KEVIN J.**

Sheriff - DUI Grant	\$ 160.00	38543
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**THOMAS BRIDGE WATER CORP.**

Water Department - Southfork	\$ 396.98	
Convenience Center - Water	\$ 17.73	
	<u>\$ 414.71</u>	38544

**THOMPSON & LITTON**

IDA - SWIFA	\$ 4,945.26	38545
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**THOMPSON TIRE**

Sheriff - Car Repair	\$ 377.40	
Building Inspection - Tires	\$ 130.40	
Animal Control - Tires	\$ 300.08	
Landfill - Vehicle Supplies	\$ 378.00	
	<u>\$ 1,185.88</u>	38546

**TOWN OF CHILHOWIE**

Water Department - Wastewater Trtmt. 1/2 cost	\$ 3,270.71	
Water Department - Water	\$ 347.47	
	<u>\$ 3,618.18</u>	38547

**TOWN OF MARION**

Convenience Station - Water	\$ 10.56	
Buildings & Grounds - Courthouse	\$ 57.21	
Jail - Water	\$ 1,332.15	
	<u>\$ 1,399.92</u>	38548

**TOWN OF MARION**

Water Department - Operation/Maint. Regional Sewer	\$ 11,585.34	
Water Department - Water	\$ 18,299.17	
	<u>\$ 29,884.51</u>	38549

**TOWN OF SALTVILLE**

Saltville Clinic	\$ 27.26	38550
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**TOWN OF SALTVILLE**

Water Department	\$ 993.11	
Water Department	\$ 3,516.37	
	<u>\$ 4,509.48</u>	38551

**TREASURER OF VIRGINIA**

Clerk	\$ 240.00	38552
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**TREASURER - SMYTH COUNTY**

Sheriff - Postage	\$ 363.00	
Building Inspection - Postage	\$ 68.00	
Motor Vehicles - Refund	\$ 3.75	
Set-Off Debt	\$ 63.16	
	<u>\$ 497.91</u>	38553

**TREASURER - SMYTH COUNTY**

Water Department - Debt Reserve	\$ 2,883.70	
Water Department - Debt Reserve	\$ 443.10	
	<u>\$ 3,326.80</u>	38554

**TREASURER OF VIRGINIA**

Surplus Equipment	\$ 345.00	38555
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**TREASURER OF VIRGINIA**

Animal Control - Licenses	\$ 30.00	38556
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**TRI-CITY BUSINESS MACHINES**

County Administrator - Maintenance	\$ 690.92	
General Registrar - Maintenance	\$ 495.52	
Building Inspection - Maintenance	\$ 192.60	
Animal Control - Maintenance	\$ 61.00	
	<u>\$ 1,440.04</u>	38557

**TRIGON BLUE CROSS BLUE SHIELD**

Jail - Inmate Insurance	\$ 3,930.31	38558
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**TUCKER PRINTING**

Community Development - Zoning Books	\$ 590.00	38559
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**TWIN DATA CORP.**

Data Processing - Maintenance	\$ 1,850.00	38560
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**TWO-WAY RADIO CORP.**

Sheriff - Radio Exp.	\$ 722.50	
Animal Control - Radio Exp.	\$ 15.00	
	<u>\$ 737.50</u>	38561

**UNITED CITIES GAS CO.**

County Office Building - Fuel	\$ 793.25	38562
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**UNITED SYSTEMS SOLUTIONS, INC.**

Sheriff - Grant #02-A37541B01	\$ 22,500.00	38563
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**V.W. EIMICKLE ASSOCIATION, INC.**

County Administrator - Tax Forms	\$ 472.82	38564
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**VIRGINIA ECONOMIC DEVELOPMENT ASSOC.**

Community Development - Dues	\$ 100.00	38565
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**VIRGINIA SHERIFF'S ASSOCIATION**

Sheriff - Dues	\$ 1,439.00	38566
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**VALLEY RICH DAIRY**

Jail - Food	\$ 480.03	38567
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**VENABLE, WAYNE**

Planning Commission Board Member (3 mtgs.)	\$ 150.00	
Mileage	\$ 48.75	
	<hr/> \$ 198.75	38568

**VIRGINIA LAWYERS WEEKLY**

General District Court - Subscription	\$ 134.50	38569
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**VISA**

Refuse Collect	\$ 480.00	
Animal Control - Motel/Meals	\$ 214.43	
Board of Supervisors - Motel/Meals VAC Conference	\$ 648.74	
	<hr/> \$ 1,343.17	38570

**WALKER PAVING**

Refuse Collect - Lease/Rent	\$ 659.21	38571
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**WALKER, M. RICHARD**

Commissioner of Revenue - Registration	\$ 225.00	
Mileage	\$ 104.50	
Meals	\$ 86.92	
	<hr/> \$ 416.42	38572

**WARD, VICKI**

Social Services Board Member	\$ 50.00	38573
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**WASTE MANAGEMENT**

Refuse Collect - Hauling	\$ 53,374.76	38574
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**WILLIAMS, SUSAN**

Victim Witness - Registration	\$ 10.00	
Meal	\$ 8.58	
Mileage	\$ 37.05	
	<hr/> \$ 55.63	38575

**WMEV - FM/AM**

Emergency Services - Maintenance Radio Exp.	\$ 50.00	
Refuse Collect - Maintenance	\$ 21.25	
Water Department	\$ 21.25	
	<hr/> \$ 92.50	38576

**WOODS, ROGERS & HAZELGROVE**

Water Department - Bond Counsel Hutton Branch	\$ 16,605.28	38577
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**WRIGHT EQUIPMENT CO.**

Snow Blower (Capital)	\$ 1,000.00	38578
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**WRIGHT, WANDA**

Jail - Nurse	\$ 500.00	38579
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**WYTHEVILLE COMMUNITY COLLEGE**

VOID	38580
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**WYTHEVILLE OFFICE SUPPLY**

General District Court	\$ 216.00	
Magistrate	\$ 254.80	
Commonwealth Attorney	\$ 213.76	
	<hr/> \$ 684.56	38581

**XEROX CORPORATION**

Treasurer - Maintenance	\$ 235.97	38582
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**D&T CONSTRUCTION CO.**

Water Department - Southfork	\$ 6,954.00	38583
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**WYTHEVILLE COMMUNITY COLLEGE**

Treasurer - Training	\$ 1,230.00	38584
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**ROUTH, LINDA ELLER**

Commissioner of Revenue - Tax Refund	\$ 18.62	38585
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**WITT, JOHN W., SR.**

Commissioner of Revenue - Tax Refund	\$ 15.40	38586
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**FINANCIAL SERVICES VEHICLE TRUST**

Commissioner of Revenue - Tax Refund	\$ 1,107.00	38587
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**OVERBAY, WELDON S. & BRENDA H.**

Commissioner of Revenue - Tax Refund	\$ 862.00	38588
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**SMYTH COUNTY JAIL - INMATE TRUST FUND**

Canteen Fund	\$ 900.00	38589
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**PERSONAL PROPERTY TAX RELIEF ADM.**

Treasurer - Tax Relief	\$ 346.13	38590
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**STALEY, J.S., JR.**

Board of Supervisors - Motel/Meals-Homestead Reimb.	\$ 210.79	38591
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**DOANE, HERBERT J. & RUBY MAE T.**

Water Department - Long Hollow Project	\$ 2,900.00	38592
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**GREER, DWAYNE D. & CHRISTINA H.**

Water Department - Long Hollow Project	\$ 2,900.00	38593
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**TREASURER - SMYTH COUNTY - VRS**

County Administrator	\$ 677.37	
Commissioner of Revenue	\$ 636.75	
Treasurer	\$ 645.39	
Data Processing	\$ 315.30	
General Registrar	\$ 200.33	
Circuit Court	\$ 157.64	
Clerk	\$ 1,068.96	
Sheriff	\$ 7,891.29	
Office On Youth	\$ 146.24	
Commonwealth Attorney	\$ 1,141.81	
Jail	\$ 537.51	
Animal Control	\$ 478.22	
E-911	\$ 629.43	
Basic 911	\$ 163.82	
Refuse Collect	\$ 938.84	
Rye Valley Water	\$ 208.59	
Buildings & Grounds	\$ 173.37	
Health Building	\$ 88.07	
County Office Building	\$ 214.42	
Library	\$ 2,260.71	
Community Development	\$ 349.17	
County Engineer	\$ 249.09	
CSA	\$ 139.16	
Water Deptment	\$ 973.22	
Victim Witness	\$ 159.67	
Incubator	\$ 200.00	
	\$ 20,644.37	38658

**TREASURER - SMYTH COUNTY**

Clerk	\$ 57.02	
Library	\$ 120.57	
	<u>\$ 177.59</u>	38659



**TREASURER - SMYTH COUNTY - BLUE CROSS**

County Attoreny	\$ 762.78
Clerk	\$ 2,121.46
	<u>\$ 2,884.24</u>

38660

**FICA**

Emergency Services	\$ 29.91
Refuse Collect	\$ 915.61
Convenience Station	\$ 671.46
Rye Valley Water	\$ 200.36
Buildings & Grounds	\$ 166.46
Health Building	\$ 82.81
County Office Building	\$ 249.83
Community Development	\$ 332.51
County Engineer	\$ 257.39
Extension Office	\$ 31.50
CSA	\$ 139.40
Victim Witness	\$ 164.24
Water Department	\$ 952.20
Incubator	\$ 206.66
Basic 911	\$ 160.16
Board of Supervisors	\$ 210.83
County Attorney	\$ 59.52
County Administrator	\$ 743.46
Commissioner of Revenue	\$ 651.96
Treasurer	\$ 716.07
Data Processing	\$ 298.15
General Registrar	\$ 260.77
Circuit Court	\$ 158.04
Sheriff	\$ 8,203.14
Office On Youth	\$ 142.51
Commonwealth Attorney	\$ 725.08
Building Inspection	\$ 522.78
Animal Control	\$ 487.13
E-911	\$ 600.72
Mark Blevins - Colonial Insurance	\$ 21.08
	<u>\$ 18,361.74</u>

Wire Trans

**FICA - MEDICARE**

Emergency Services	\$ 7.00
Refuse Collect	\$ 214.14
Convenience Station	\$ 157.04
Rye Valley Water	\$ 46.86
Buildings & Grounds	\$ 38.94
Health Building	\$ 19.37
County Office Building	\$ 58.44
Community Development	\$ 77.77
County Engineer	\$ 60.20
Extension Office	\$ 7.37
CSA	\$ 32.61
Water Department	\$ 222.70
Victim Witness	\$ 38.42
Incubator	\$ 48.34
Basic 911	\$ 37.46
Board of Supervisors	\$ 49.30
County Attorney	\$ 13.92
County Administrator	\$ 173.88
Commissioner of Revenue	\$ 152.48
Treasurer	\$ 167.47
Data Processing	\$ 69.74
General Registrar	\$ 60.99
Circuit Court	\$ 36.97
Sheriff	\$ 1,918.49
Office On Youth	\$ 33.33
Commonwealth Attorney	\$ 282.06
Building Inspection	\$ 122.27

**FICA - MEDICARE (CON'T)**

Animal Control	\$	113.94
E-911	\$	140.50
Mark Blevins - Colonial Insurance	\$	4.93
	\$	4,406.93

**TREASURER - SMYTH COUNTY - LIFE INSURANCE**

County Administrator	\$	36.13
Commissioner of Revenue	\$	33.96
Treasurer	\$	34.42
Data Processing	\$	16.82
General Registrar	\$	10.68
Circuit Court	\$	8.41
Sheriff	\$	420.86
Office On Youth	\$	7.80
Commonwealth Attorney	\$	60.90
Building Inspection	\$	28.67
Animal Control	\$	25.50
E-911	\$	33.57
Basic 911	\$	8.74
Refuse Collect	\$	50.05
Rye Valley Water	\$	11.12
Buildings & Grounds	\$	9.25
Health Department	\$	4.70
County Office Building	\$	11.44
Community Development	\$	18.62
County Engineer	\$	13.28
CSA	\$	7.42
Water Department	\$	51.90
Victim Witness	\$	8.52
Incubator	\$	10.67
	\$	923.43

**WIDNER, DONALD W.**

Animal Control - Claim	\$	75.00	196
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**WOLFE BROS. CONSTRUCTION**

On-Site Wastewater - septic System Repair	\$	1,300.00	326
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**SMYTH COUNTY WATER/SEWER**

Hutton Branch - Freeman Associates (RD)	\$	1,902.00	
Bristol Newspaper	\$	54.60	
Treasure of VA - VDOT	\$	40.00	
	\$	<u>1,996.60</u>	1002

**WOODS, ROGERS & HAZLEGROVE**

Hutton Branch - RD Bond Counsel	\$	6,000.00	1003
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**TIPTON CONSTRUCTION CO.**

Hutton Branch - RD		173,453.74	1004
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**BUILDING CRAFTS, INC.**

Hutton Branch - RD	\$	7,923.00	1005
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**BUILDING CRAFTS, INC.**

Hutton Branch - VDH	\$	8,583.25	1006
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**DEWBERRY & DAVIS INC.**

Hutton Branch - RD	\$	17,931.55	1007
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**RURAL DEVELOPMENT**

Water Department	\$	25,550.00	
Water Department - Beaver Creek	\$	1,210.00	
Staley Creek	\$	1,739.00	
Bear Creek	\$	338.00	
	\$	<u>28,837.00</u>	Wire Trans

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Administration Building on Wednesday, December 26, 2001, 9:00 A.M.

PRESENT: All Board Members

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr., and Jeff Campbell.

The Chairman called the meeting to order.

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Ms. Suzanne Jennings led the invocation and Mr. Bishop led the Pledge of Allegiance.

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and duly carried, it is resolved that the Smyth County Board of Supervisors took the following action:

To enter into the minutes of the meeting of December 26, 2001, the Certificate of the Secretary of the Commonwealth, as follows:

I, Anne P. Petera, Secretary of the Commonwealth of Virginia. and as such, keeper of the Great and Lesser Seals, do hereby certify that this office received notification of the ordinance enacted establishing the Smyth-Washington Regional Industrial Facilities Authority from the Counties of Smyth and Washington. Pursuant to the provisions of Code of Virginia §15.2-6400, et seq. has been filed with the office of the Secretary of the Commonwealth.



Given under my hand and under the Lesser Seal of the Commonwealth at  
Richmond, this 22<sup>nd</sup> day of May, in the year of our Lord two thousand one and in the  
225<sup>th</sup> year of the Commonwealth.

Vote: 6 Yea

1 Nay (Neitch)

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Upon motion of Ms. Jennings, seconded by Ms. Widener, and unanimously  
carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the  
following resolution:

RUS BULLETIN 1780-27

Position 5

APPROVED  
OMB No. 0375-0013

(Automated 8-97)

**LOAN RESOLUTION**  
(Public Bodies)

A RESOLUTION OF THE

Board of Supervisors

OF THE

Smyth County

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

**Hutton Branch Water Project**

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE

WHEREAS, it is necessary for the

Smyth County

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

**THREE HUNDRED FORTY-SIX THOUSAND AND XX/100 (\$346,000)**pursuant to the provisions of Code of Virginia 1950, 3A, Title 15.2 Counties, Cities and Towns; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association;**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of



11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 692,000

under the terms offered by the Government; that the Chairman

and County Administrator of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yes 7 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of Supervisors of the

Smyth County has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 26 day of December 2001

SMYTH COUNTY

(SEAL)

By:

Edwin Whitmore

County Administrator

Title

Attest:

Mary Ann Evans  
Title Asst. Co. Adm.

Upon motion of Mr. Fullen, seconded by Mr. Bishop, and unanimously carried,  
the Board approves the following options for acquisition to two parcels of land for

the Long Hollow Water Project and appropriates the sum of \$2,900.00 for each parcel of land:

**THIS DEED** made this 21st day of May, 2001, by and between Dwayne D. GREER and Christina H. GREER, his wife. Grantors, and THE BOARD OF SUPERVISORS OF SMYTH COUNTY, VIRGINIA, whose mailing address is 121 Bagley Circle, Suite 100, Marion, Virginia 24354, Grantee;

: WITNESSETH :

THAT FOR and in consideration of the sum of **THREE THOUSAND AND NO 100/DOLLARS (\$3,000.00)**, cash in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby BARGAIN, SELL, GRANT and CONVEY with covenants of general warranty of title and the English Covenants unto the Grantee all that certain tract or parcel of land lying and being in the North Fork Election District, Rich Valley Magisterial District, Smyth County, Virginia, is part of the Grantee's Long Hollow Water Project, and being more particularly bounded as follows:


**PUMP STATION LOT:**

That certain lot or tract of land containing 0.01 acre being more particularly described on plat entitled "Plat showing a part of the Dwayne D. Greer property being a part of Lot 1 of of the redivision of the Carter Subdivision referenced in Deed Book 291, Page 5, Plat Slide 291, Page 5 located in the North Fork District, Smyth County, Virginia" dated May 4, 2001, prepared by Gale W. Maiden Land Surveyor, which is attached hereto and made a part hereof, reference to which is hereby made for a more complete description.

**EASEMENTS FOR CONSTRUCTION AND WATERLINE:** In addition to the property conveyed in fee simple described above, the Grantors do further grant unto the Grantee 10-foot wide permanent water line and access easement and a 20-foot wide temporary construction easement and a 15 foot right-of-way, all being more particularly described on a certain set of plans and maps filed in the Office of the Smyth County Engineer entitled "Long Hollow Water Project" reference to which is hereby made for a further description of the centerline of said easements.

Those easements are on part of the same property Delmar Ray Thompson, Jr. et ux, conveyed to Dwayne D. Greer by deed dated June 23, 1995 and recorded in the Circuit Court Clerk's Office of Smyth County, Virginia in Deed Book 467, Page 201.

Grantors and Grantee agree that:

  
REEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Marion, Virginia 24354



1. The Grantee will erect, maintain and repair, as necessary, a fence around the pump station lot and install culvert pipe as necessary.

2. The Grantee covenants and agrees to maintain the property herein conveyed and the rights-of-way so as to not allow it to become overgrown with weeds or brush.

The easement of waterline right-of-way shall include the right at any time and from time to time to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipeline and appurtenances, including location of markers, for the transportation of water.

This easement shall further include the right of unimpaired access to the said water pipeline over the right-of-way granted herein, with the further right to maintain the right-of-way and keep the said right-of-way clear of all trees, undergrowth and brush. The Grantors covenant and agree that water will not be impounded, buildings constructed, structures or engineering works or other obstructions of any type whatsoever constructed on the right-of-way granted herein without the written consent of the Grantee. The Grantors further agree to leave the pipeline undisturbed as to location and depth without the written consent of the Grantee.

The Grantee agrees to repair or pay for any actual damage which may be done to growing crops, timber, fences, buildings or other structures directly caused by the Grantee in the exercise of any rights granted herein.

The terms, covenants and provisions of these easements shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This conveyance is made subject to all conditions, restrictions, easements and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

In compliance with the provisions of Section 15.2-1803 of the Code of Virginia, 1950, as amended, this deed is in the form approved by John H. Tate, Jr., designated attorney for the County of Smyth. The Grantee has accepted this deed, and J. S. Staley has been authorized to so act on behalf of said County by a resolution duly adopted by the Board of Supervisors of said County at the meeting held on \_\_\_\_\_, which acceptance is evidenced by the



FREEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Martinsburg, Virginia 24754

execution of this conveyance by the said J. S. Staley, Chairman of the Grantee.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

\_\_\_\_\_(SEAL)  
DWAYNE D. GREER

\_\_\_\_\_(SEAL)  
CHRISTINA H. GREER

THE BOARD OF SUPERVISORS OF  
SMYTH COUNTY, VIRGINIA

BY: \_\_\_\_\_(SEAL)  
J. S. STALEY  
CHAIRMAN

APPROVED:

  
JOHN H. TATE, JR.  
GWYN & TATE


STATE OF VIRGINIA:  
COUNTY OF SMYTH:

I, \_\_\_\_\_, a Notary Public in and for the State of Virginia,  
do hereby certify that DWAYNE D. GREER and CHRISTINA H. GREER, his wife, whose names  
are signed to the foregoing writing, have this day personally appeared before me and  
acknowledged the same.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

  
FREEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Markon, Virginia 24354

STATE OF VIRGINIA:  
COUNTY OF SMYTH:

I, \_\_\_\_\_, a Notary Public in and for the State of Virginia,  
do hereby certify that J. S. STALEY, Chairman of the Board of Supervisors of Smyth County,  
Virginia, whose name is signed to the foregoing writing, has this day personally appeared before  
me and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA:  
COUNTY OF SMYTH:

I, Mary Ann Evans, a Notary Public in and for the State of Virginia,  
do hereby certify that John H. Tate, Jr., County Attorney, whose name is signed to the foregoing  
writing, has this day personally appeared before me and acknowledged the same.

Given under my hand this 18 day of December, 2001.

My Commission expires: 2-28-2002

Mary Ann Evans  
NOTARY PUBLIC



REEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Marion, Virginia 24854

**THIS DEED** made this 21<sup>st</sup> day of May, 2001, by and between Herbert J. DOANE and Ruby Mae T. DOANE, husband and wife, Grantors, and THE BOARD OF SUPERVISORS OF SMYTH COUNTY, VIRGINIA, whose mailing address is 121 Bagley Circle, Suite 100, Marion, Virginia 24354, Grantee;

WITNESSETH:

THAT FOR and in consideration of the sum of **THREE THOUSAND AND NO 100/DOLLARS (\$3,000)**, cash in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby **BARGAIN, SELL, GRANT and CONVEY** with covenants of general warranty of title and the English Covenants unto the Grantee all that certain tract or parcel of land lying and being in the North Fork Election District, Rich Valley Magisterial District, Smyth County, Virginia, is part of the Grantee's Long Hollow Water Project, and being more particularly bounded as follows:

**TANK SITE LOT:**

That certain lot or tract of land containing 0.06 acre being more particularly described on plat entitled "Plat showing a part of the Herbert J. Doane and Ruby Mae T. Doane property being a part of Deed Book 204, Page 308 located in the North Fork District, Smyth County, Virginia" dated May 7, 2001, prepared by Gale Maiden Land Surveyor, which is attached hereto and made a part hereof, reference to which is hereby made for a more complete description.

**EASEMENTS FOR CONSTRUCTION, ACCESS AND WATERLINE:** In addition to the property conveyed in fee simple described above, the Grantors do further grant unto the Grantee, 10-foot wide permanent water line and access easement and a 20-foot wide temporary construction easement and a 15-foot right-of-way which are also shown on plans maintained at the offices of the Grantee.

Being a part of the same property conveyed by Arthur G. Doane, et ux, to Herbert J. Doane et ux by deed dated December 7, 1964 and recorded in the Circuit Court Clerk's Office of Smyth County, Virginia in Deed Book 204, Page 308.

Grantors and Grantee agree that:

1. Grantee agrees to maintain the access road from State Route 777 to the well lot in good condition for its use and purpose to its specifications so long as the Grantee owns the tank site lot. Grantee shall gravel and maintain the permanent access easement only to the standard that



RHEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Marion, Virginia 24354



is necessary for its use. If Grantors improve the road, it is at their expense, and the Grantee will contribute only that amount for maintenance as is necessary for its use and purpose.

2. The Grantee will erect, maintain and repair, as necessary, a fence around the tank site lot and install culvert pipe as necessary.

3. Grantors may use the permanent access roadway constructed by Grantee so long as such use does not impede access by Grantee.

The easement of waterline right-of-way shall include the right at any time and from time to time to construct, maintain, inspect, operate, protect, replace, repair, change the size of, and remove a pipeline and appurtenances, including location of markers, for the transportation of water.

The Grantors further grant to the Grantee a right-of-way 15 feet wide for ingress and egress to the water line and tank over a portion of the existing private drive and east of said drive as is more particularly shown on a plat attached hereto and made a part hereof. The Grantee will share proportionately in the cost of maintenance and repair.

This easement shall further include the right of unimpaired access to the said water pipeline over the right-of-way granted herein, with the further right to maintain the right-of-way and keep the said right-of-way clear of all trees, undergrowth and brush. The Grantors covenant and agree that water will not be impounded, buildings constructed, structures or engineering works or other obstructions of any type whatsoever constructed on the right-of-way granted herein without the written consent of the Grantee. The Grantors further agree to leave the pipeline undisturbed as to location and depth without the written consent of the Grantee.

The Grantee covenants and agrees to maintain the property herein conveyed and the rights-of-way so as to not allow it to become overgrown with weeds or brush.

Except for the areas contained in the easements granted herein, the Grantee agrees to repair or pay for any actual damage which may be done to growing crops, timber, fences, buildings or other structures directly caused by the Grantee in the exercise of any rights granted herein.

The terms, covenants and provisions of these easements of right-of-way shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the



RHEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Marion, Virginia 24354

parties hereto.

This conveyance is made subject to all conditions, restrictions, easements and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

In compliance with the provisions of Section 15.2-1803 of the Code of Virginia, 1950, as amended, this deed is in the form approved by John H. Tate, Jr., attorney for the County of Smyth. The Grantee has accepted this deed, and J.S. Staley has been authorized to so act on behalf of said County by a resolution duly adopted by the Board of Supervisors of said County at the meeting held on \_\_\_\_\_, 2001 which acceptance is evidenced by the execution of this conveyance by the said J.S. Staley, Chairman of the Grantee.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

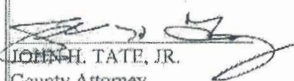
HERBERT J. DOANE \_\_\_\_\_ (SEAL)


\_\_\_\_\_  
RUBY MAE T. DOANE (SEAL)

THE BOARD OF SUPERVISORS OF  
SMYTH COUNTY, VIRGINIA

BY: \_\_\_\_\_ (SEAL)  
J.S. Staley  
CHAIRMAN

APPROVED:

  
JOHN H. TATE, JR.  
County Attorney

  
REEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Martinsburg, Virginia 26154

STATE OF VIRGINIA:  
COUNTY OF SMYTH:

I, \_\_\_\_\_, a Notary Public in and  
for the State of \_\_\_\_\_, do hereby certify that HERBERT J.  
DOANE and RUBY MAE T. DOANE, husband and wife, whose names are signed to the  
foregoing writing, have this day personally appeared before me and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF VIRGINIA:  
COUNTY OF SMYTH:

I, Mary Ann Evans, a Notary Public in and  
for the State of Virginia, do hereby certify that John H. Tate, Jr., County Attorney, whose name  
is signed to the foregoing writing, has this day personally appeared before me and acknowledged  
the same.

Given under my hand this 18 day of December, 2001.

My Commission expires: 2-28-2001

Mary Ann Evans  
NOTARY PUBLIC

STATE OF VIRGINIA:  
COUNTY OF SMYTH:

I, \_\_\_\_\_, a Notary Public in and  
for the State of Virginia, do hereby certify that J. S. Staley, Chairman, Board of Supervisors of  
Smyth County, whose name is signed to the foregoing writing, has this day personally appeared  
before me and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



REEMAN ASSOCIATES  
ATTORNEYS AT LAW  
121 North Church Street  
Martinsburg, Virginia 26354

Upon motion of Mr. Roberts, seconded by Ms. Widener, and unanimously carried, the Board agreed to take up the matter of appointment of an Emergency Services Director for Smyth County.

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Upon motion of Mr. Bishop, seconded by Ms. Neitch, and unanimously carried, Michael D. Roberts is appointed Emergency Services Director of Smyth County for a term of office beginning upon his qualification and expiring December 31, 2005.

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CHAIRMAN