

VIRGINIA: At the organizational meeting of the Smyth County Board of Supervisors held at the County Administration Building on Tuesday, January 8, 2002, 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 meeting was called to order by the Temporary Chairman, Edwin B. J. Whitmore, III.

Mr. J. L. Warren, Clerk of the Circuit Court, administered the Oath of Office to Messrs. Michael D. Roberts, Wade H. Blevins, Jr., and Marvin R. Perry.

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

The Temporary Chairman opened the floor for nomination of Chairman of the Smyth County Board of Supervisors.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, Suzanne Jennings was nominated.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, Suzanne Jennings is elected Chairman of the Smyth County Board of Supervisors for calendar year 2002 by acclamation.

The Temporary Chairman turned the meeting over to the Chairman.

The Chairman accepted nominations for Vice Chairman.

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

Upon motion of Mr. Perry, seconded by Mr. Blevins, Mike Roberts is nominated.

Vote was taken on Donnie Fullen nomination: 4 Yea (Neitch, Jennings, Staley, Fullen)

3 Nay (Roberts, Blevins, Perry)

Donnie Fullen is elected Vice Chairman of the Smyth County Board of Supervisors for calendar year 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, Edwin B. J. Whitmore III is appointed Clerk of the Smyth County Board of Supervisors for calendar year 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, Mary Ann Evans is appointed Assistant Clerk of the Smyth County Board of Supervisors for calendar year 2002.

Upon motion of Mr. Staley, seconded by Mr. Roberts, and unanimously carried, the Board sets its meeting on the second Tuesday of each month at twelve noon, except for the following months – November – meeting shall be November 13, 2002, because of Virginia Association of Counties meeting on November 10th – 12th, and August – meeting shall be on August 14th because of the Local Governments Conference meeting on August 11th – 13th.

Virginia Association of Counties meeting on November 10th – 12th, and August – meeting shall be on August 14th because of the Local Governments Conference meeting on August 11th – 13th.

Plaques were presented to J. S. Staley, and Donnie Fullen for their service as Chairman and Vice Chairman of the Smyth County Board of Supervisors for calendar year 2001.

Upon motion of Mr. Neitch, seconded by Mr. Staley, and unanimously carried, the Board approves the minutes of the December 11, 2001 meeting as presented.

Upon motion of Mr. Staley, seconded by Mr. Roberts, and unanimously carried, the Board approves the minutes of the December 26, 2001 meeting as presented.

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

Robert Johnson, Smyth Wythe Joint Airport Commission representative, presented a six year capital plan for the airport during Citizens Time.

Shannon Williams, 911 Coordinator, appeared during Citizens Time to inform the Board and request authorization to upgrade the E-911 phone system to meet Phase I Wireless demand.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Neitch, and unanimously carried, the Board directed Mr. Williams to continue to pursue possible funding sources that would help accomplish said request.

Tom Burkett, Treasurer, appeared during Citizens Time to request the Board authorize free county stickers be given to Smyth County fire and rescue squad members, if personal property taxes have been paid.

Following discussion, upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, the aforesaid matter is referred to the Budget Committee and Ordinance Committee for study and recommendation. A joint meeting is to be scheduled at a future date.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the sum of \$1,200,000.00 for the General County expenditures during the month of January 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the sum of \$300,000.00 for the Department of Social Services expenditures during the month of January 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the

following sums for the Smyth County School Board expenditures during the month of January 2002:

Operations	\$3,178,705.55
Textbook	5,000.00
Capital Outlay & Debt Service	242,769.11

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board upon recommendation of the County Attorney, approves the request of M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$690.75 to BB & T Leasing Corporation P. O. Box 31273 Charlotte, NC 28231.

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board upon recommendation of the County Attorney, approves the request of M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$1026.00 to Smyth County Machine and Welding, Inc. 260 Gordondale Road Atkins, VA 24311.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board continued the matter of personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation The Colonnade Suite 725 5500 Wayzata Boulevard Gordon Valley, MN 55416, upon recommendation of the County Attorney for further information.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board authorizes the Water Department charge off the amount of \$193.51 for a sewer account in the name of Lynn Justus P. O. Box 535 Atkins, Virginia, due to notice from the U. S. Bankruptcy Court.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board authorizes the Water Department charge off the amount of \$42.10 for a water account in the name of Sarah Vannoy 1906 Walkers Creek Road Marion, Virginia, due to notice from the U. S. Bankruptcy Court.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves V-Stop Grant Number 02-F9359VA01 in the amount of \$17,046 federal funds and \$13,937 local match for a total award of \$30,993 to be used in the Smyth County Sheriff's Department.

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board agreed to donate the fund titled Dog and Cat Sterilization Fund in the amount of \$360.00 to the Smyth County Humane Society to be used in their Sterilization Program, upon receipt of said funds from the State of Virginia.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, the Board approves the necessary and reasonable expenses for the Chairman to attend the Chairman's Institute to be held in Richmond on January 31st – February 2nd.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, Sally Morgan is reappointed a member of the Southwest Development Financing Inc. for a term of office beginning upon her qualification and expiring December 31, 2003.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, Mike Roberts is reappointed alternate member of the Southwest Development Financing Inc. for a term of office beginning upon his qualification and expiring December 31, 2003.

The Chairman continued the matter of appointment for a member to the Smyth-Bland Regional Library Board in place of Fausto E. Obregon, Jr.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, Les Whitt, Brian Reynolds, and Don Martin, each is reappointed a member of the Board of Appeals Virginia Statewide Uniform Building Code for a term of office beginning upon their qualification and expiring 12-31-2004.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, Marvin R. Perry is appointed a member of the District III Governmental Cooperative for a term of office beginning upon his qualification and expiring 12-31-2002.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, Donnie Fullen is appointed alternate member of the District III Governmental Cooperative for a term of office beginning upon his qualification and expiring 12-31-2002.

The Chairman continues the matter of appointment of members to the Youth Services Advisory Board as follows:

Saltville – JoAnn D. Allison, Emily Hutchison

Royal Oak – Kelly Owens

Park – Nina Crabtree

Northfork – Chris Snider

The Chairman continued the matter of appointment of a member to the Federal Emergency Management Agency – Local Board.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, Suzanne Jennings, Edwin B. J. Whitmore, III, Alternate, and Mike Roberts, Designee is reappointed members of the Workforce Investment Board each for a term of office beginning upon their qualification and expiring 12-31-2005.

The Chairman continued the matter of appointment of a member to the
Community Policy Management Team in place of Donnie Fullen.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and unanimously carried,
Larry Wyatt is appointed a member of the Smyth County Industrial Development
Authority, in place of Robert W. Odum, resigned, for a term of office beginning upon his
qualification and expiring 6-30-2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried,
Marvin Craig is appointed a member of the Smyth County Industrial Development
Authority, in place of Charles Hash, deceased, for a term of office beginning upon his
qualification and expiring 6-30-2003.

The Budget Committee reported quotes from Valley Office Machines in the
amount of \$6,469.75 for FTR Portable Reporter Software 2.0 Version with Log Notes
and MX4 Mixer and FTR Clock, Headphone, Foot Pedal and Training has been accepted.
A quote from DMX Music in the amount of \$11,676.29 for a sound system for the Board
of Supervisors meeting also has been accepted. Upon motion of Mr. Staley, seconded by
Mr. Perry, and unanimously carried, the Board approves actions by the Budget
Committee.

Upon motion of Mr. Staley, seconded by Mr. Roberts, and unanimously carried, the Board accepts the Budget Committee recommendation for a security camera to be purchased and placed in the 911 Dispatch Center at a cost of \$1,650.00 to be taken from the Canteen Fund and approves the sum of \$750 to replace the camera on the fourth floor that was destroyed by an inmate, said inmate to repay county said funds.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the sum of \$500 per request of the Chamber of Commerce of Smyth County, Inc. to help organize a local chapter of the Jaycees, contingent upon the three town's participation.

Vote: 6 Yea

1 Nay (Roberts)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget Committee recommendation for the sums of \$869.15 for CISCO Catalyst 2950 12 port Switch and \$3,726.46 for CISCO PIX 515 Firewall Restricted to help secure Smyth County's AS/400.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the matter of request from Adwolfe Volunteer Fire Department concerning local consumer tax being charged said department on the electric and telephone bills is referred to the joint meeting of the Budget Committee and Ordinance Committee.

The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
2. Request that the Board approve an agreement between Brenda C. Pennington and the Smyth County Board of Supervisors.

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

WHEREAS, the Smyth Washington Regional Industrial Facilities Authority (SWIFA) has undertaken the site development of the Glade Highlands Regional Industrial Park, including the construction of an industrial shell building; and

WHEREAS, the SWIFA is in need of some additional improvements that will enhance the marketability of the regional park; and

WHEREAS, these improvements include the construction and landscaping of the park entrance, including signage, vegetation, and an informational kiosk; road paving; and the installation of street lights; and

WHEREAS, the Virginia Tobacco Indemnification and Community Revitalization Commission is currently soliciting proposals for its Economic Development Funds Grant Program, and

WHEREAS, the project falls into one of the five categories that the Commission has focused upon as critical for economic renewal of southside and southwest Virginia – that of “Building and Utility Infrastructure Creation or Improvements.”

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors recognizes the need to enhance the marketability and appearance of the Glade Highlands Regional Industrial Park, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors supports the application of the Smyth Washington Regional Facilities Authority (SWIFA) to the Virginia Tobacco Indemnification and Community Revitalization Commission for Economic Development Funds in the amount of \$239,000 for the proposed project. The Smyth County Board of Supervisors has already committed a total of \$1,531.075 in local funds to this project, including \$425,400 toward the site development of the project, \$505,675 for the site acquisition, and \$600,000 to reimburse Washington County for past expenditures related to site acquisition and development.

Vote: 6 Yea

1 Nay (Neitch)

Status reports were given by Duncan McGregor, County Engineer, on the following projects:

1. Hutton Branch Water Project
2. Green Hill/Shuler Hollow Sewer Project
3. Cedars/Hall Addition Sewer Project.
4. Allison Gap Sewer Project.
5. North Fork Holston Withdrawal Permit.
6. Groseclose Water/Sewer Study.
7. Nebo Convenience Station.

8. Shannon Gap – Walker Creek Wells

9. East Hungry Mother Water Project.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing on proposal to adopt amendments to amend Chapter 2, Section 2-121 (B) of which is in Article III of the Smyth County Code, and specifically consider the number of directors on the Smyth Washington Industrial Facility Authority, and as permitted by a change in Virginia law, to increase the number of directors appointed in Smyth County to three, and to fix the terms of each of the members, and the composition of the appointees from Smyth County.

No citizen appeared to speak for or against said proposal.

The Chairman declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board adopts the following ordinance amendment:

AN ORDINANCE TO AMEND CHAPTER 2, SECTION 2-121 (B), OF THE 1997
CODE OF THE COUNTY OF SMYTH, VIRGINIA, TO REQUIRE APPOINTMENT
OF TWO MORE MEMEBERS TO THE SMYTH-WASHINGTON REGIONAL
INDUSTRIAL FACILITY AUTHORITY BOARD OF DIRECTORS, TO SET END OF
TERM FOR INITIAL MEMBERS, AND TO ALLOW FOR APPOINTMENT IN THE
EVENT OF VACANCY IN OFFICE

WHEREAS, the Virginia General Assembly in 2001 amended the Virginia
Regional Industrial Facilities Act to allow for a regional authority having only two

member localities that the governing bodies of each member locality may appoint to the regional authority board of directors three members from each member locality; and

WHEREAS, the Smyth-Washington Regional Industrial Facility Authority has only two member localities and wishes to have appointed to its Board of Directors three members from each member locality; and

WHEREAS, such change in the membership requires amendment of the Smyth County Code of Ordinances; and

WHEREAS, the Regional Industrial Facility Authority ordinance required clarification of the end of term provision for the initial board of directors as well as applicable procedure in the event of vacancy during a term of office;

NOW, THEREFORE, BE IT RESOLVED, that the Smyth County Board of Supervisors after notice and public hearing, as required by law, hereby amends Chapter 2, Subsection 2-121 (b), as set forth below:

Chapter 2, Administration

Article III, Boards, Committee, Commissions

Division 4, Regional Industrial Facility Authority

Section 2-121. Board of Directors

Subsection 2-121 (b). Each Member Locality shall appoint to the Board of Directors one member from its governing body, one member from its industrial development authority, and one member to be selected from the community at-large. The at-large member shall be a resident of the Member Locality that makes his or her appointment to the Board.

Subsection 2-121 ©. Each member of the Board of Directors shall serve for a term of four years, commencing on January 1st of the first year and ending on December 31st of

the fourth year, and may be reappointed for one additional four year term, with the following exceptions to provide for staggered terms regarding the initial Board of Directors and the first term of office for the at large members of the Board. One of the two members appointed from each member locality to the initial Board of Directors shall be appointed for a term of two years and may be reappointed for an additional four year term. The term of office of the members of the initial Board of Directors shall begin on the date of the creation of the authority and end on December 31 of the second or fourth year after creation of the authority, as designated by the appointment. The term of office of the first two at large members shall commence upon the first meeting of the Board of Directors of the Board of Directors after their appointment and shall end on December 31, 2005. In the event of a vacancy during a term of office, the appropriate governing body shall in a timely manner appoint a new member whose term of office shall commence at the first meeting of the Board of Directors after appointment and shall end upon the end of term of the vacant position to which the member was appointed.

Nominations were made for Mack S. Blevins and Ron Thomason for the Member At Large position on the SWIFA Board of Directors.

Following discussion, upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, Mack S. Blevins is appointed at large member of the SWIFA Board for a term of office beginning upon his qualification and expiring 12-31-2005.

Vote: 4 Yea (Neitch, Jennings, Staley, Fullen)

3 Nay (Perry, Roberts, Blevins)

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and duly carried, Marvin R. Perry is appointed a member of the SWIFA Board to replace Thomas B. Bishop, resigned, for a term of office beginning upon his qualification and ending August 8, 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board continues its meeting to January 22nd, 2002 for a public hearing on proposed issuance of general obligation bonds of Smyth County, in the estimated maximum amount of \$346,000 to finance water facilities to provide water service to the Hutton Branch area and other matters as the Board may deem appropriate.

Upon motion of Mr. Staley, seconded by Mr. Roberts, and unanimously carried, the Board approves the attached warrant listing in the amount of \$815,119.64

JANUARY 2002 BILLS**CIRCUIT COURT JURORS**

Ball, Betty M.	30.00	38673
Bash, Michael A.	60.00	38674
Brooks, Charles A.	30.00	38687
Call, James E.	30.00	38693
Crutchfield, Phillip R.	60.00	38706
Doane, Pamela Hogston	30.00	38714
Dowell, Wanda S.	60.00	38715
Ferraro, Susan M.	30.00	38729
Gray, Debra S.	30.00	38740
Hicks, Mason B.	30.00	38750
Keen, Linda	60.00	38765
Keyes, Noah D.	30.00	38768
McKinnon, Melissa	60.00	38784
McNeil, James a.	60.00	38785
Norris, Amy N.	60.00	38803
Owens, Eddie R.	90.00	38808
Penland, Sasha J.	30.00	38810
Pruitt, Judy	30.00	38817
Stevenson, David A.	30.00	38848
Snodgrass, Susan J.	30.00	38840
Street, Robin	60.00	38849
Sutphin, Linda S.	60.00	38851
Testament, Fred J.	60.00	38855
Thomas, Patricia M.	60.00	38857
Tilson, Connie K.	30.00	38861
Tilson, Johnny D.	30.00	38862
Tucker, Roy V., Jr.	60.00	38875

AT&T

Sheriff - Pager	27.78	38661
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ADELPHIA

Sheriff/Inmate - TV Cable	90.00	38662
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AFTON COMMUNICATIONS CORP.

Emergency Services - Pager	29.50	38663
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ALLTEL

County Administrator	22.23	
Juvenile Court	49.94	
Building Inspection	46.36	
Animal Control	22.23	
Emergency Services	24.97	
Refuse Collect	68.82	
Convenience Station	144.87	
Community Development	22.23	
County Engineer	22.23	
Water Department	25.28	
Water Department (Cell Phone)	46.33	
	<hr/> 495.49	38664

AMERICAN ELECTRIC POWER

Convenience Station	36.99	
Jail	2,144.91	
Animal Control	661.42	
Refuse Collect	287.01	
Convenience Station	146.81	
Buildings & Grounds	1,652.02	
Health Building	1,029.04	
County Office Building	2,436.22	
IDA	23.42	
Water Department	523.06	
	<hr/> 8,940.90	38665

ANDERSON & ASSOCIATES

Community Development	2,320.00	38666
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ASHBY, WALTER & DREAMA

CSA Pool	215.00	38667
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ASSOCIATION OF CLERKS OF DISTRICT COURTS

General District Court - Dues	60.00	
Juvenile Court - Dues	60.00	
	<hr/> 120.00	38668

ATWELL, ARCHIE

Planning Commission Board Member	50.00	
Mileage	14.30	
	<hr/> 64.30	38669

B&L WATER SPECIALISTS

Water Department - Miscellaneous Hutton Branch	4,500.00	38670
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B&S FLORIST

IDA - Flowers (Charlie Hash)	31.35	38671
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BAI MUNICIPAL SOFTWARE

Data Processing - Maintenance	773.95	38672
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BEATY, JOE & AMELIA BLAND

CSA Pool	644.00	38675
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BEDFORD WELL DRILLING

Water Department - Hutton Branch	1,335.00	38676
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BELEW SOUND & VISUAL INC.

Sheriff/Inmate - Camera	154.98	38677
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BERRY HOME CENTER INC.

Convenience Station - Repair	55.15	
Buildings & Grounds - Repair	680.06	
Landfill - Maintenance	5.39	
Water Deptment - Beaver Creek Pump Station	588.43	
	<hr/> 1,329.03	38678

BERRY IRON & METAL CO.

Refuse Collect - Tank Rental	15.68	
Landfill - Supplies/Maintenance	40.50	
	<hr/> 56.18	38679

BISHOP, TOM

Board of Supervisors - Mileage	65.00	38680
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BLANKENBECKLER, DEBBIE

Sheriff/Inmate - Newspaper (Nov. & Dec.)	22.80	38681
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BLEVINS MOTORS

Moving Dental Unit	375.00	38682
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BLEVINS, DENNIS R.

Planning Commission Board Member	50.00	
Mileage	2.60	
	<hr/> 52.60	38683

BOBBY'S PRINTING SERVICE

	Void	38684
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BRICKEY, SUE H.

Circuit Court - Grand Juror	30.00	38685
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BRISTOL OFFICE SUPPLY

General District Court - Maintenance	18.32	38686
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<u>BROWN, JAMES E.</u>		
Circuit Court - Grand Juror	30.00	38688
<u>BUCHANAN, J.E. "GENE"</u>		
Social Services Board Member	50.00	38689
<u>BURGESS, WILLIAM</u>		
Water Department - CDL License Renewal	45.00	38690
<u>CT&E ENVIRONMENTAL SERVICES</u>		
Landfill - Lab Work	2,130.00	38691
<u>C.W. WARTHEN COMPANY</u>		
Clerk	641.04	
Clerk	55.97	
Clerk - Grand Funds	1,275.91	
	<hr/> 1,972.92	38692
<u>CARDINAL BLUEPRINTERS</u>		
Basic 911	17.90	38694
<u>CARDINAL STONE COMPANY</u>		
Water Department - Stone	261.03	38695
<u>CAROLINA MARKING DEVICES, INC.</u>		
Sheriff	227.80	38696
<u>CATRON MACHINE & WELDING</u>		
Water Department - Supplies	125.00	38697
<u>CDW GOVERNMENT INC.</u>		
Board of Supervisors - Zoning Admin. Computer	1,509.62	
Data Processing - Maintenance	1,219.00	
	<hr/> 2,728.62	38698
<u>CHAMBER OF COMMERCE</u>		
IDA - 2 Earth Bags	10.00	38699
<u>CHILHOWIE CHEVRON</u>		
Sheriff - Gas	15.00	38700
<u>CLEAR, CHARLES D.</u>		
Circuit Court - Grand Juror	30.00	38701
<u>COMMONWEALTH OF VIRGINIA</u>		
Data Processing - Telecommunications	259.13	38702
<u>CORNER CHEVRON</u>		
Sheriff - Gas	63.58	38703
<u>CREGGER, SAM & LISA</u>		
CSA Pool	344.00	38704
<u>CROWDER, ALVIN E.</u>		
Circuit Court - Grand Juror	30.00	38705
<u>CULLIGAN</u>		
Refuse Collect - Water	30.38	38707
<u>D&H TRACTOR SALES, INC.</u>		
Landfill - Vehicle Repair	65.34	38708
<u>DAVIDSON TIRE</u>		
Motor Vehicle - Cost of Sales	19.00	38709
<u>DEBORD, MYRON</u>		
Planning Commission Board Member	50.00	
Mileage	3.25	
	<hr/> 53.25	38710

DELL MARKETING L.P.

911 Equipment - Computer	10,062.00	38711
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DEPAUL'S FAMILY SERVICES

CSA Pool	1,746.03	
CSA Pool	281.34	
	<hr/> 2,027.37	38712

DEWBERRY & DAVIS INC.

Water Department - Groseclose Water/Sewer Line	16,005.00	38713
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DOZIER EQUIPMENT

Animal Control - Supplies	147.49	38716
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KEENE, A. SUSAN

Jail - Medical	65.00	
Jail - Eye Exams	253.00	
	<hr/> 318.00	38717

DR. JAMES E. PATTERSON

Medical Examiner	150.00	38718
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DR. ROBERT L. HALE

Jail - Physician	658.23	38719
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DR. VINCENT F. SUKLE, DDS

Jail - Dental	405.00	38720
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DR. EMMETT V. RICHARDSON, DDS

Jail - Dentist	100.00	38721
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DUTT & WAGNER OF VIRGINIA

Jail - Food	274.40	38722
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EARTHGRAINS BAKING CO.

Jail - Food	615.56	38723
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ELLIS HOME OXYGEN & MEDICAL EQUIPMENT

CSA Pool	195.00	38724
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EMANUEL TIRE OF VIRGINIA

Refuse Collect - Tire Recycle	1,000.00	38725
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FAMILY COMMUNITY NEWSPAPER

Treasurer - Advertisement	43.50	
Board of Supervisors - Advertisement	7,420.38	
Building Inspection - Advertisement	48.00	
IDA - Advertisement	94.26	
	<hr/> 7,606.14	38726

FAMILY PRESERVATION SERVICES

CSA Pool	1,085.00	
CSA Pool	189.00	
	<hr/> 1,274.00	38727

FEDEX

Sheriff - Postage	61.99	38728
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FOOD CITY #848

Jail - Food	421.89	
Sheriff/Inmate - Matches	15.80	
	<hr/> 437.69	38730

FOOD CITY PHARMACY

Jail - Medicine	2,579.64	38731
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FRANCIS BROS. INC.

Jail - Repair	5.97	
Health Department - Repair	41.70	

FRANCIS BROS. INC., (CON'T)

Courthouse - Repair	20.37	
	<u>68.04</u>	38732

FREDERICK G. GRIFFIN

Communication Study	1,359.18	38733
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FULLEN MOTOR CO., INC.

Water Department - Vehicle Repair	327.57	
Water Department - Truck Repair	159.97	
	<u>487.54</u>	38734

FULLEN, DONNIE

Board of Supervisors - Mileage	123.50	38735
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FULLER & D'ALBERT, INC.

Jail - Film	625.55	38736
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GALLS INC.

Sheriff - Vehicle Repair	473.89	
Sheriff - Uniforms	411.57	
	<u>885.46</u>	38737

GALLIMORE, BONNIE

CSA Pool	177.55	38738
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GORDON FOOD SERVICE

Jail - Food	2,635.63	38739
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GREER, SUSAN M.

Circuit Court - Grand Juror	30.00	38741
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GRINSTEAD, PAUL L.

Planning Commission Board Member	50.00	
Mileage	4.55	
	<u>54.55</u>	38742

GRISSOM MOTOR PARTS

Sheriff - Car Repair	341.76	
Animal Control - Truck Repair	21.78	
Water Department - Vehicle Repair	10.55	
Solid Waste - Vehicle Repair	137.64	
	<u>511.73</u>	38743

GROSECLOSE, H. EUGENE

Planning Commission Board Member	50.00	
Mileage	6.50	
	<u>56.50</u>	38744

GUYER, LINDA

CSA Pool	1,702.00	38745
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HARTWOOD SUPPLY INC.

Water Department - Supplies	72.91	38746
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HAUVER'S COMPUTER SERVICE

Data Processing	40.35	
Data Processing	50.00	
Sheriff - Data Processing	30.90	
	<u>121.25</u>	38747

HEATHERWOOD COUNSELING

Csa Pool	120.00	38748
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HESS, TOM

Social Services Board Member	50.00	38749
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HIGHLAND PAGING CO.

Animal Control - Pagers	50.24	38751
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HIGHLAND JUVENILE DETENTION CENTER

Juvenile Court - Alternatives	1,666.67	38752
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HIGHLAND JUVENILE DETENTION CENTER

Juvenile Court - Operations	6,980.83	38753
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HOPKINS, TERESA

Circuit Court - Mileage	150.00	38754
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HUGHES SUPPLY INC.

Water Department - Dupplies	8,380.42	38755
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INDUSTRIAL WELDING & MACHINE CO.

Void		38756
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INVENSYS METERING SYSTEMS

Water Department - Repair hand-held unit	400.49	38757
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JANIE HAMMIT CHILDREN'S HOME

CSA Pool	2,649.85	38758
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JENNINGS, SUSIE

Board of Supervisors - Mileage	11.70	38759
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JIMMY L. WARREN, CLERK

Clerk - FICA	1,263.67	
Clerk - Supplies	33.48	
	<hr/> 1,297.15	38760

JOBSITE JOHNNY

Refuse Collect	55.00	
Convenience Station	495.00	
	<hr/> 550.00	38761

JONES, JOHNNY & BETTY

CSA Pool	1,318.23	38762
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KANSAS STATE UNIVERSITY**VETERINARY DIAGNOSTIC LABORATORY**

Animal Control - Shots	90.00	38763
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KAY UNIFORMS #3

Sheriff - Grant #01-E1176 LO00	2,880.00	
Sheriff - Uniforms	18.85	
	<hr/> 2,898.85	38764

KEL-SAN INC.

Jail - Vehicle Supplies	53.93	
Jail - Cleaning Supplies	879.63	
Animal Control - Cleaning Supplies	151.60	
Morison Building - Cleaing Supplies	957.99	
Courthouse - Cleaning Supplies	913.24	
Hrealth Department - Cleaning Supplies	306.00	
	<hr/> 3,262.39	38766

KELL'S TRADING POST

Motor Vehicles - Cost of Sales	23.00	38767
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KING FORD-CHRYSLER-PLYMOUTH-DODGE-JEEP

Sheriff - Car Repair	121.03	38769
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KING, CONRAD & MINNIE

CSA Pool	344.00	38770
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LANIER WORLDWIDE INC.

Sheriff - Maintenance	303.05	38771
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M&W PRINTERS, INC.

County Administrator	58.00	
County Engineer	54.00	
	<hr/> 112.00	38772

MACFARLAND, JOHN & RHONDA

CSA Pool	615.00	38773
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MAIN STREET GIFTS & EATERY

Town/County Meeting	220.00	38774
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MALOYED TIRES

Landfill - Vehicle Repair	10.00	
Water Department - Vehicle Repair	10.00	
	<hr/> 20.00	38775

MARION DOWNTOWN

Board of Supervisors - Dues	50.00	38776
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MARION FRAME & ALIGNMENT

Sheriff - Car Repair	1,221.48	38777
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MARION OFFICE SUPPLY

Commonwealth Attorney	34.92	
Animal Control - Supplies	31.96	
	<hr/> 66.88	38778

MATTHEW BENDER & CO., INC.

County Administrator	9.24	
Sheriff	120.69	
Commonwealth Attorney	63.74	
	<hr/> 193.67	38779

MCCLURE, EARL

Planning Commission Board Member	50.00	
Mileage	6.50	
	<hr/> 56.50	38780

MCCOLLUM BOTTLED WATER

Commonwealth Attorney - Water	37.48	
Landfill - Water	30.38	
	<hr/> 67.86	38781

MCCORMICK, SCOTT & CLAUDINE

CSA Pool	954.85	38782
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MCKINNON, MARGARET H.

General District Court - Grand Juror	30.00	38783
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MERCER, RICKIE & PAM

CSA Pool	295.35	38786
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MILLMONT CENTER

CSA Pool	2,040.00	38787
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MINOLTA CORPORATION

Jail - Maintenance	106.30	38788
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MT. ROGERS COMMUNITY SERVICES BOARD

CSA Pool	1,365.00	38789
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MT. ROGERS PLANNING DISTRICT COMMISSION

E-911 - Signs Addressing	363.54	38790
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MT. ROGERS SHELTER HOME

CSA Pool	2,375.00	38791
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MUSICK, AUDREY

Sheriff - Telephone	17.73	38792
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N.A.D.A. APPRAISAL GUIDE

Commissioner of Revenue	60.00	38793
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NATIONAL FLOOD INSURANCE PROGRAM

Water - Flood Insurance	1,124.00	38794
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NATIONAL ORGANIZATION FOR VICTIM ASSIST.

Victim Witness - Dues	35.00	38795
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NATIONAL CHEMICAL

County Office Building - Maintenance	300.00	38796
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NATIONWIDE TESTING ASSOCIATION, INC.

Landfill - Drug Test	28.00	
Refuse Collect - Drug Test	28.00	
	<hr/> 56.00	38797

NEITCH, DARLENE

Board of Supervisors - Mileage	78.00	
Social Services Board Member	50.00	
	<hr/> 128.00	38798

NETACCESS OF VIRGINIA

Data processing - Internet	225.00	38799
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NEW DOMINION SCHOOL

CSA Pool	3,410.00	38800
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NEW HORIZONS COMPUTER LEARNING CENTERS

Data Processing - Training	6,400.00	38801
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NIEHOFF, ROBERT

Circuit Court - Grand Juror	30.00	38802
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Q BIOCHEM, L.L.C.

Refuse Collect - Lab Work	1,541.05	38804
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OFFICE MACHINES & SUPPLY CO

County Administrator	13.68	
Juvenile Court - Maintenance	108.00	
Board of Supervisors	44.00	
County Administrator	110.48	
Commissioner of Revenue	338.00	
Treasurer	20.69	
Data Processing	403.59	
General Registrar	21.98	
Circuit Court	94.80	
General District Court	19.20	
Clerk	15.54	
Sheriff	272.15	
Central Dispatch	327.11	
Jail	53.95	
Building Inspection - Maintenance	108.00	
Water Department	154.81	
Community Development	22.00	
	<hr/> 2,127.98	38805

ONE NUMBER INFORMATION SYSTEMS, INC.

Water Department - "Ms. Utility"	50.15	38806
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ONE STAR LONG DISTANCE, INC.

County Administrator - Telephone	952.88	38807
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P&T CONCRETE SUPPLY, INC.

Convenience Station - Repair	487.18	38809
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PERRY, TIM

Victim Witness	10.00	38811
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PFG HALE

Jail - Food	3,607.73	38812
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PHOENIX SIGNS & ADVERTISING

Refuse Collect - Vehicle Repair	80.00	38813
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PINES RESIDENTIAL TREATMENT CENTER

CSA Pool	3,332.00	38814
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PITNEY BOWES

Treasurer - Lease/Rent	187.37	38815
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PRO PAGE

General District Court - Magistrate	49.95	
Sheriff - Pagers	692.56	
	<hr/> 742.51	38816

RHEA, DARYL & MICHELLE

CSA Pool	430.00	38818
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ROBERTS, MIKE

Board of Supervisors - Mileage	148.20	
Board of Supervisors - Mileage	48.75	
Meetings - Highlands Juvenile Detention Center	30.00	
	<hr/> 226.95	38819

ROMANS, BILL & TAMMY

CSA Pool	239.10	38820
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ROUSE OIL COMPANY

Water Department - Gas	25.00	
Water Department - Gas	20.00	
	<hr/> 45.00	38821

RUSH OIL COMPANY

Refuse Collect - Gas/Diesel	3,993.27	
Sheriff - Gas	1,848.33	
Community Development - Gas	11.09	
County Engineer - Gas	35.37	
Water Department - Gas/Diesel	433.84	
Animal Control - Gas	206.08	
County Administrator - Gas	89.88	
Data Processing - Gas	21.00	
Building Inspection - Gas	154.56	
Water Department (McCord)	117.18	
	<hr/> 6,910.60	38822

SALTVILLE PROGRESS

Board of Supervisors - Advertisement	119.00	
Convenience Station - Advertisement	14.00	
IDA - Advertisement	35.00	
	<hr/> 168.00	38823

SALTVILLE STONE INC.

Water Department - Beaver Creek Pump Station	117.09	38824
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SEYMORE PHOTO

Jail - Film	29.99	
Animal Control - Film	30.63	
Landfill - Film	8.52	
	<hr/> 69.14	38825

SHAMROCK SCALES CO.

Refuse Collect - Scales Repair	1,397.00	38826
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SHERIFF, R. DAVID BRADLEY - PETTY CASH FUND

Transport	77.11	
Office Supplies	5.62	
Schooling	517.95	

SHERIFF, R. DAVID BRADLEY - PETTY CASH (CONT)

Medical	16.98	
Building Repair	17.22	
	<u>634.88</u>	38827

SHERIFF, R. DAVID BRADLEY - NARCOTIC ACCT.

Sheriff - Drug & Substance Abuse	3,000.00	38828
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SHERIFF, R. DAVID BRADLEY - PETTY CASH FUND

Sheriff/Inmate	55.81	38829
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SHREEVES SEPTIC SERVICE

Refuse Collect - Hauling Leachate	1,813.00	38830
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SLEDD, MARGARET

CSA Pool	152.00	38831
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SMYTH CO. DEPT. OF SOCIAL SERVICES**SPECIAL WELFARE**

CSA Pool	70.07	38832
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SMYTH CO. DEPT. OF SOCIAL SERVICES**MASTERCARD**

CSA Pool	396.75	38833
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SMYTH COUNTY WATER/SEWER

Convenience Station	40.00	
Animal Control	41.96	
	<u>81.96</u>	38834

SMYTH COUNTY HEALTH DEPARTMENT

Public Health - Quarterly payment	108,980.25	
Sheriff - Hep B Shots	184.47	
	<u>109,164.72</u>	38835

SMYTH COUNTY SCHOOL BOARD

Sheriff - Car Repair	67.00	
Animal Control - Truck Repair	6.00	
School Resource Manager	1,145.83	
	<u>1,218.83</u>	38836

SMYTH FARM BUREAU

Refuse Collect - Vehicle Repair	71.82	
Convenience Station - Repair	4.25	
Animal Control - Food	356.66	
Animal Control - Supplies	12.08	
	<u>444.81</u>	38837

SMYTH WYTHE AIRPORT COMMISSION

Board of Supervisors	3,690.33	38838
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SMYTH BLAND REGIONAL LIBRARY

Library - Quarterly Payment	162,817.50	38839
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SOUTHERN ELEVATOR CO.

County Office Building - Repair	1,019.23	
Jail - Repair	180.00	
Buildings & Grounds - Courthouse	54.50	
County Office Building	51.00	
Jail - Repair	54.50	
	<u>1,359.23</u>	38841

SPECIALTIES INC.

Animal Control - Supplies	142.50	38842
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SPENCER, SHIRLEY G.

Building Inspection	23.82	38843
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SPRINT

Pro/Services Mapping - telephone	777.21	38844
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SPRINT

County Attorney	2,362.47	
Juvenile Court	280.08	
Sheriff - E-911	3,315.11	
Building Inspection	109.95	
Animal Control	50.95	
Basic 911	48.18	
Water Department	58.48	
	<hr/> 6,225.22	38845

STALEY, J.S., JR.

Board of Supervisors - Mileage	7.80	38846
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STANDARD COFFEE SERVICE

Jail - Food	54.63	38847
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SUBURBAN PROPANE

Water Department - Repair	49.95	38850
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SOUTHWESTERN VA MENTAL HEALTH INST.

County Office Building - Water/Sewer/Steam	1,051.35	38852
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T. L. COMMUNICATIONS, INC.

Sheriff - Radio Exp.	265.00	
Water Department - Radio Exp.	75.00	
Landfill - Radio Exp.	75.00	
	<hr/> 415.00	38853

TEATERS, NORMA

Office on Youth - Mileage	21.13	38854
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THOMAS BRIDGE WATER CORPORATION

Convenience Station - Water	18.00	38856
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THOMPSON TIRE

Sheriff - Tires	1,076.05	
Landfill - Vehicle Repair	672.88	
	<hr/> 1,748.93	38858

THWEATT, C. M.

Jail - Sewer Repair	475.00	38859
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TIBBS, DIANE

CSA Pool	101.71	38860
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TOWN OF CHILHOWIE

Water Department - Wastewater Treatment Exp.	2,445.98	38863
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TOWN OF MARION

Buildings & Grounds - Courthouse	57.20	
Health Building	181.98	
Jail	1,330.40	
	<hr/> 1,569.58	38864

TOWN OF MARION

Water Department - Water	18,553.22	
Water Department - Regional Sewer	5,000.00	
	<hr/> 23,553.22	38865

TOWN OF SALTVILLE

Saltville Clinic	24.78	38866
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TOWN OF SALTVILLE

Water Department - Water	4,195.08	38867
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TREASURER - SMYTH COUNTY

Commonwealth Attorney - Postage	136.00	
Motor Vehicles - Refunds	3.75	
Set-Off Debt	18.15	
	<hr/>	
	157.90	38868

TREASURER - SMYTH COUNTY

Water Department - Debt Reserve	3,326.80	38869
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TREASURER OF VIRGINIA

Building Inspection - Surcharge	149.22	38870
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TRI-CITY BUSINESS MACHINES

Juvenile Court - Maintenance	1,248.00	38871
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TRI-DIM FILTER CORP.

County Office Building - Filters	1,574.40	
Public Health - Filters	50.40	
	<hr/>	
	1,624.80	38872

TRIANGLE EXXON

CSA Pool	59.85	38873
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TRIGON BLUE CROSS BLUE SHIELD

Jail - Medical	11,393.18	38874
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TWIN DATA

Data processing - Maintenance	1,140.00	38876
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TWO WAY RADIO INC.

Sheriff - Radio Repair	74.00	38877
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UNITED CITIES GAS CO.

Buildings & Grounds - County Office Building	1,032.69	38878
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VIRGINIA BUILDING & CODE OFFICIALS ASSOC.

Building Inspection - Dues	70.00	38879
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VA EMERGENCY MANAGEMENT ASSOCIATION

Emergency Services - Dues	90.00	38880
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VIRGINIA HIGHLANDS COMMUNITY COLLEGE

Quarterly Payment	4,460.75	38881
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VALLEY RICH DAIRY

Jail - Food	255.01	38882
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VENABLE, WAYNE

Planning Commission Board Room	50.00	
Mileage	16.25	
	<hr/>	
	66.25	38883

VIRGINIA TRANE

Buildings & Grounds - Courthouse	150.00	
Health Building	254.00	
Jail	180.00	
Courthouse	1,175.22	
Morison Building	7,063.02	
	<hr/>	
	8,822.24	38884

VISA

Data processing	174.78	
Landfill - Vehicle Repair	60.44	
Community Development	7.47	
	<hr/>	
	242.69	38885

WALKER PAVING

Refuse Collect - Lease/Rent	650.70	38886
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WALMART COMMUNITY

Office on Youth	82.34	38887
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WALMART COMMUNITY

Sheriff - Dog	25.94	
Sheriff - Office Supplies	15.26	
Jail - Personal Supplies	20.68	
Jail - Kitchen Supplies	13.20	
Jail - Supplies	624.70	
	<hr/> 699.78	38888

WALMART COMMUNITY

Commonwealth Attorney	45.08	38889
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WARD, VICKI

Social Services Board Member	50.00	38890
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WASTE MANAGEMENT

Refuse Collect - Hauling	52,743.18	38891
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WESTERN AUTO STORE

Water Department - Supplies	26.05	38892
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WIDENER, SHEILA

Board of Supervisors - Mileage	31.20	38893
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WILKINSON, MRS. JO C.

Convenience Station - Lease/Rent	1,000.00	38894
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WILLIAMS, SHANNON

Basic 911 - Mileage	80.28	38895
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WILLIAMS, SUSAN

Victim Witness - Postage	3.90	38896
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WMEV FM/AM

Emergency Services - Radio Exp.	50.00	
Refuse Collect - Radio Exp.	21.25	
Water Department - Radio Exp.	21.25	
	<hr/> 92.50	38897

WOTS-N-KNOTS

Sheriff - Uniforms	319.80	38898
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WANDA WRIGHT

Jail - Nurse	500.00	38899
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WYTHEVILLE OFFICE SUPPLY

General District Court	18.45	38900
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XEROX CORPORATION

Treasurer - Maintenance	235.97	
Commonwealth Attorney - Maintenance	68.75	
	<hr/> 304.72	38901

XPEDX

Sheriff	55.00	38902
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ZEP MANUFACTURING COMPANY

Jail - Cleaning Supplies	233.18	38903
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TEE'S PLUS

Dare Fund	170.13	38904
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BOBBY'S PRINTING SERVICE

Circuit Court	72.50	
Sheriff	128.00	
County Office Building	34.00	
	<hr/> 234.50	38905

WALMART COMMUNITY

Office on Youth	82.34	38887
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WALMART COMMUNITY

Sheriff - Dog	25.94	
Sheriff - Office Supplies	15.26	
Jail - Personal Supplies	20.68	
Jail - Kitchen Supplies	13.20	
Jail - Supplies	624.70	
	<hr/> 699.78	38888

WALMART COMMUNITY

Commonwealth Attorney	45.08	38889
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WARD, VICKI

Social Services Board Member	50.00	38890
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WASTE MANAGEMENT

Refuse Collect - Hauling	52,743.18	38891
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WESTERN AUTO STORE

Water Department - Supplies	26.05	38892
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WIDENER, SHEILA

Board of Supervisors - Mileage	31.20	38893
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WILKINSON, MRS. JO C.

Convenience Station - Lease/Rent	1,000.00	38894
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WILLIAMS, SHANNON

Basic 911 - Mileage	80.28	38895
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WILLIAMS, SUSAN

Victim Witness - Postage	3.90	38896
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WMEV FM/AM

Emergency Services - Radio Exp.	50.00	
Refuse Collect - Radio Exp.	21.25	
Water Department - Radio Exp.	21.25	
	<hr/> 92.50	38897

WOTS-N-KNOTS

Sheriff - Uniforms	319.80	38898
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WANDA WRIGHT

Jail - Nurse	500.00	38899
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WYTHEVILLE OFFICE SUPPLY

General District Court	18.45	38900
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XEROX CORPORATION

Treasurer - Maintenance	235.97	
Commonwealth Attorney - Maintenance	68.75	
	<hr/> 304.72	38901

XPEDX

Sheriff	55.00	38902
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ZEP MANUFACTURING COMPANY

Jail - Cleaning Supplies	233.18	38903
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TEE'S PLUS

Dare Fund	170.13	38904
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BOBBY'S PRINTING SERVICE

Circuit Court	72.50	
Sheriff	128.00	
County Office Building	34.00	
	<hr/> 234.50	38905

AMERICAN ELECTRIC POWER

Water Department	289.50	
Convenience Station	173.43	
Saltville Clinic	69.82	
	<hr/> 532.75	38906

SPRINT

Convenience Station	90.25	
Animal Control	107.25	
Landfill	86.46	
Landfill	102.79	
Water Department	277.68	
	<hr/> 664.43	38907

ALLTEL

Building Inspection	46.36	
Water Department	25.28	
Emergency Services	24.97	
	<hr/> 96.61	38908

SUNCOM

Sheriff - cell phone	782.50	38909
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VIRGINIA EMPLOYMENT COMMISSION

Board of Supervisors - Unemployment	26.54	38910
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PASCHAL, CHRISTOPHER

Sheriff - DUI Grant	460.00	38911
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ELLER, WILLIAM

Sheriff - DUI Grant	180.00	38912
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PRATER, L. SCOTT

Sheriff - DUI Grant	155.00	38913
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RHUDY, ANDREW

Sheriff - DUI Grant	200.00	38914
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SHULER, BRADFORD C.

Sheriff - DUI Grant	200.00	38915
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BREEDLOVE, DEREK

Sheriff - DUI Grant	200.00	38916
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MILLER, RONNIE

Sheriff - DUI Grant	200.00	38917
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MORRIS, ANTHONY

Sheriff - DUI Grant	322.00	38918
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WHITLEY, ROBBIE

Sheriff - DUI Grant	200.00	38919
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BLEVINS, WADE H., JR.

Board of Supervisors - Mileage	197.28	
Meals	38.63	
	<hr/> 235.91	38920

CONFERENCE REGISTRAR**DIVISION OF CONTINUING EDUCATION**

Board of Supervisors - Chairman's Institute	195.00	38921
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SMYTH MACHINE & WELDING

Commissioner of Revenue - Tax Refund	1,026.00	38922
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BB&T LEASING CORP.

Commissioner of Revenue - Tax Refund	690.75	38923
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KING FORD-CHRYSLER-PLYMOUTH-DODGE-JEEP

Capital - 4 Sheriff cars	90,396.35	38924
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DMP LOCKSMITH

Void	38925
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B&L WATER SPECIALISTS

Water Department - Hutton Branch	3,900.00	38926
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COM-TECH ENTERPRISES

Board of Supervisors - School Bd. Voice mail (1/2 Co.)	1,400.00	
Jail - Bldg. Repair (telephone)	410.00	
Zoning Administrator - Telephone	205.00	
	<u>2,015.00</u>	38927

DMP LOCKSMITH

Buildings & Grounds - Courthouse (Keys & Locks)	1,037.00	38928
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RURAL DEVELOPMENT

Water Department - Debt Payment	28,837.00	Wire Trans
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MIDATLANTIC STORAGE SYSTEMS, INC.

RD Funds - Hutton Branch	19,475.00	1008
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TIPTON CONSTRUCTION CO.

RD Funds - Hutton Branch	145,472.38	1009
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BUILDING CRAFTS, INC.

VDH Funds - Hutton Branch	24,752.49	1010
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BUILDING CRAFTS, INC.

RD Funds - Hutton Branch	22,848.45	1011
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DEWBERRY & DAVIS

RD Funds - Hutton Branch	13,801.30	1012
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CHAIRMAN

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors
held at the County Office Building on Tuesday, January 22, 2002,
at 4:00 p.m.

PRESENT: All Board Members

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

The Chairman called the meeting to order.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing on the proposed issuance of a general obligation bond of Smyth County, in the estimated maximum amount of \$346,000 to finance water facilities to provide service to the Hutton Branch area.

No citizen appeared to speak for or against said proposed issuance.

The Chairman declared the public hearing closed.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, the following bills are approved for payment out of the appropriate fund account:

DMP Locksmith \$1,072.48 (Locks and Keys for Courthouse)

B & L Water Specialists \$3,900.00 (Hutton Branch Water Project)

COM-TECH Enterprises \$2,015.00 (\$410.00 Sheriff's Department telephone;

\$205 Zoning Administrator telephone; \$1,400 ½ cost of voice mail to separate School Board telephone system)

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Administration Building on Tuesday, February 12, 2002, 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 Chairperson called the meeting to order.

Rev. James Bangle led the invocation and Mr. Donnie Fullen led the Pledge of Allegiance.

The following resolution was presented to Mrs. Jean Hash in appreciation of Charles Hash for his service to Smyth County:

WHEREAS, Charles (Charlie) Hash had been a member of the Smyth County Industrial Development Authority for over twenty-five (25) years beginning in June 1976 until his death in December 2001; and

WHEREAS, Charlie Hash has contributed to the economic development efforts of Smyth County as an active Industrial Development Authority member, serving as Vice Chairman for many of those twenty-five years; and

WHEREAS, Charlie Hash provided outstanding service to Smyth County as a concerned, hard-working, and dedicated appointed official.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors recognizes the dedicated service provided by Charlie Hash as a 25 year appointee of the Smyth County Industrial Development Authority, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors expresses its appreciation and gratitude to Charlie Hash for his outstanding contributions to the economic development efforts of Smyth County, and extends those expressions to his wife, Jean Hash.

Introductions were made by J. L. Warren, Clerk of the Circuit Court of his employees and M. Richard Walker, Commissioner of the Revenue, of his employees.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the Board approves the minutes of the January 8th, 2002 meeting as presented.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves the minutes of the January 22nd, 2002 meeting as presented.

During Citizens Time Gena Elam appeared to request the Board approve an upgrade to their license to Advanced Life Support (ALS) Cardiac/Intermediate/ Paramedic level, due to Smyth County 911 dispatches Tannersville Rescue Squad. She also stated they had a mutual aid partner agreement with Saltville Rescue Squad.

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

WHEREAS, the Tannersville Rescue Squad, Inc. is dispatched by Smyth County 911; and

WHEREAS, the Tannersville Rescue Squad, Inc.'s Operational Medical Director (OMD) is James E. Patterson, MD. OMD in Smyth County; and

WHEREAS, the Tannersville Rescue Squad, Inc. receives Shock Trauma and Cardiac Drug Boxes from Smyth County Community Hospital; and

WHEREAS, the Tannersville Rescue Squad, Inc. has requested authorization from the Smyth County Board of Supervisors to upgrade their license to Advanced Life Support (ALS) Cardiac/Intermediate/Paramedic level; and

WHEREAS, the Tannersville Rescue Squad, Inc. currently has twenty-four (24) members with two members of Cardiac/Intermediate level; and

WHEREAS, the Tannersville Rescue Squad, Inc. has a mutual aid agreement with Saltville Rescue Squad; and

NOW, THEREFORE, BE IT RESOLVED, that the Smyth County Board of Supervisors does hereby authorize the Tannersville Rescue Squad, Inc. to upgrade their license to Advanced Life Support (ALS) Cardiac/Intermediate/Paramedic level.

Jack Taylor and Estel McClannahan appeared during citizen's time in reference to Rye Valley Water Authority. Statement of bad water lines, raise in water rates from \$25 every three (3) months to \$20 every month, and they requested better communications to

all citizens from the Authority as to meetings, etc. Mr. Carl Parsons, Jr. stated the Authority met on the first Wednesday of each month at 7:00 p.m.

During citizens time Dickie Davenport appeared to request any help the Board may give him concerning the purchase of a land at the Greer site. The Board informed Mr. Davenport that the Industrial Development Authority would need to work with him on his request, as the Industrial Development Authority owned the land.

John Taminger appeared during citizen's time to request the Board adopt a resolution commending Virginia State Parks for being selected America's Best Managed Park System.

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

The Virginia State Parks have conserved the environmental and cultural resources of the Commonwealth and provided recreational and outdoor experiences beneficial to the mind, body, and spirit of our citizens.

Since 1936 Hungry Mother State Park, built by the CCC, has served the recreational needs of generations of our citizens as well as tourists to our area. The economic impact of over 200,000 visitors to Hungry Mother State Park in 2001 was over five million dollars.

WE SALUTE Jim Kelly and his staff at Hungry Mother State Park for their exceptional leadership and dedication in maintaining Hungry Mother as one of the finest parks in Virginia.

WE ALSO SALUTE Virginia State Parks Director Joe Elton and his staff for their leadership and vision, which have contributed greatly to Virginia receiving the National Gold Medal Award for being America's Best Managed State Park System.

We urge Governor Mark Warner, the Virginia Senate, and House of Delegates to recognize the extraordinary accomplishments of our State Park Staff and the volunteers, who spend thousands of volunteer hours working in and promoting our Parks.

We urge our state leaders to address the operation and maintenance needs of Virginia State Parks and to promote their future growth to insure our Parks remain Number One. Our State Parks can and should be the primary magnet to attract tourists to Virginia and to provide recreational and educational opportunities for our citizens.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors commend State Park leaders, staff, and volunteers for their roles in bringing the NATIONAL GOLD MEDAL AWARD to Virginia for 2001 – 2003 and request that a copy of this resolution be transmitted to Governor Warner and all members of the Senate and the House of Delegates of the Commonwealth of Virginia.

Questions were ask by the following citizens during citizens time concerning the East Hungry Mother Drive water project....Sandy Stoots, Jack and Betty Hall, Donna Fender, Bonnie Murray, and Rev. Jim Bangle.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board appropriates the sum of \$1,200,000 for General County expenditures during the month of February 2002.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, the Board appropriates the sum of \$325,000 for the Department of Social Services expenditures during the month of February 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board appropriates the sum of \$3,184,029 for the Smyth County School Board operational expenditures during the month of February 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board appropriates the sum of \$263,827 for the Smyth County School Board school debt and capital outlay expenditures during the month of February 2002.

During Highway Department time a petition was presented to the Board and Virginia Department of Transportation to take all necessary actions to remove the following safety hazard from Virginia Highway 600 entering the Konnarock area through Skulls Gap. Numerous rockslides have created a serious life threatening traffic hazard. James E. Bodmer, Chairman, Konnarock Community Center Safety Committee presented the petition.

Steve Buston, Resident Engineer, Department of Transportation, discussed the fiscal year 2002 – 2003 County Primary and Secondary Road Fund (Revenue Sharing Program). Said program allows the Virginia Department of Transportation to provide state funds to match local funds for the construction, maintenance, or improvement of primary and secondary highways in Smyth County. Funds may also be used for the addition of subdivision streets otherwise eligible under Section 33.1-72-1, Code of Virginia.

Upon motion of Mr. Staley, seconded by Mr. Roberts, and unanimously carried, the matter of request to approve the Jail Nurse Contract service agreement in the sum of \$550 per month is referred to the Budget Committee for study and recommendation.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves payment in the amount of \$50.00 per meeting plus mileage to the Board of Zoning Appeals members.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the following name change from Rural Development to Rural Utility Services in contract with Freeman Associates on the Hutton Branch Water Project:

UNITED STATES DEPARTMENT OF AGRICULTURE

RURAL UTILITY SERVICE

AMENDED LEGAL SERVICES AGREEMENT

THIS AGREEMENT made this 12th day of February 2002 between THE COUNTY OF SMYTH, a political division of the Commonwealth of Virginia, hereinafter referred to as "Owner," and JEFFREY L. CAMPBELL, FREEMAN ASSOCIATES, 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;

: WITNESSETH:

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 Utility Service, 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 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 therefore; 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 costs, if any, up to the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000). Said fees are to be payable upon closing with Rural Utility Services. This fee does not include the fees and expenses associated with condemnation or litigation services.

SECTION C - - OTHER PROVISIONS

This amended agreement was adopted and ratified by resolution of the Smyth County Board of Supervisors at its regular meeting on February 12, 2002.

Jeffrey L. Campbell, Attorney

SMYTH COUNTY BOARD OF SUPERVISORS

Chairman

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following legal services agreement for Green Hill Sewer System project:

UNITED STATES DEPARTMENT OF AGRICULTURE

RURAL UTILITY SERVICE

LEGAL SERVICES AGREEMENT

THIS AGREEMENT made this 12th day of February 2002 between the County of Smyth, a political division of the Commonwealth of Virginia, hereinafter referred to as "Owner," and Jeffrey L. Campbell, Freeman Associates, 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, construction 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 advice and assistance to the governing body of 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 Utility Service, 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.

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 costs, if any, up to the sum of Twenty Thousand and No/100 Dollars (\$20,000). Said fees are to be payable upon closing with Rural Utility Service. This fee does not include the fees and expenses associated with condemnation or litigation services.

SECTION C -- OTHER PROVISION

This agreement was adopted and ratified by resolution of the Board of Supervisors of Smyth County at its regular meeting on February 12, 2002.

Attorney

SMYTH COUNTY BOARD OF SUPERVISORS

Chairperson

Vote: 5 Yea

2 Nay (Neitch and Perry)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the necessary and reasonable expenses for the Board of Zoning Appeals and Clegg Williams to attend the Virginia Certified Board of Zoning Appeals Program on March 21 -22 and May 30 - 31, 2002.

Upon motion of Mr. Perry, seconded by Mr. Roberts, and duly carried, the Board approves submission by the Sheriff's Office of an application in the amount of \$30,009.62 (\$22,507.21 federal and \$7,502.41 local funds) for a School Resource Officer.

Vote: 5 Yea

1 Abstention (Staley)

1 Nay (Neitch)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, Miles Untiedt is appointed a member of the Smyth-Bland Regional Library for a term of office beginning upon his qualification and ending 12-31-05

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, Wade H. Blevins, Jr. is appointed a member of the Community Policy Management Team for a term of office beginning upon his qualification and expiring 12-31-2002.

The following continued Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast TV Cable franchise in Smyth County.

3. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.

4. Appointments:

Youth Services Advisory Board

Saltville – JoAnn D. Allison, Emily Hutchison

Royal Oak – Kelly Owens

Park – Nina Crabtree

Northfork – Chris Snider

Federal Emergency Management Agency – 1 year

M. Jay Hubble

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, the Board agrees to provide up-front funds for Allison Gap project easements.

Status reports were given on the Allison Gap project by the County Engineer.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the matter of a request to the Board for an executive session to discuss Green Hill/Shuler Hollow easements was continued to the February 28, 2002 meeting.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing on proposal to award a contract for the provision of electric

services to the County and all component parts of the government of the County, including the school system without competitive bidding or competitive negotiation. This proposed award has been determined by a committee of the Board to be necessary, as there is only one source practically available to the County, and arises from the change in the manner of selection of a provider of electric generation services and electric distribution services which became effective on January 1, 2002, by a change in Virginia law.

The County has participated in a Steering Committee with other members of the Virginia Association of Counties (VACO) and the Virginia Municipal League (VML) for many years in negotiating electric rates and costs for the provision of electric services to the County and its debarments. The current contract with Appalachian Electric Power Company (APCO) expires June 30, 2002, and the County has determined that only one practical source exists for the provision of electric supplies and services at this time, and proposes to follow the recommendation of the Steering Committee of VACO and VML and enter into a revised contract with APCO on February 12, 2002, or shortly thereafter, that may extend the current contract with APCO through June 30, 2007.

This contract extension will afford certain protections to the County with regard to the Fuel Adjustment Factor, and for the cost of electricity for outdoor lighting; including sports lighting. The County is considering the adoption of a resolution to award this contract, after the entire Board has made a finding that APCO is the sole source provider of the required electricity and electric services.

This resolution is proposed to be effective on its adoption, on February 12, 2002, and thereafter the County will enter into the necessary contracts to carry this action into full force and effect.

No one appeared to speak for or against said proposal.

The Chairman declared the public hearing closed.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, BE IT RESOLVED that a committee of the Smyth County Board of Supervisors has determined as there is only one source practically available to the County and arises from the change in the manner of selection of a provider of electric generation services and electric distribution services which became effective on January 1, 2002 by a change in Virginia law, it is declared a sole source.

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

WHEREAS, the VML/VACo-Appalachian Power Company (APCO) Steering Committee (the "Committee") comprised of representatives of local governments and political subdivisions has for many years negotiated on behalf of such governmental units within the service area of APCo the terms of standard contract forms which have included rates for the purchase of electricity supply and delivery service and for the installation, maintenance and delivery service for street lights by and for said governmental units from APCo as a single source provider; and

WHEREAS, the most recent such contracts for the period beginning July 1, 2000 will terminate on June 30, 2002; and

WHEREAS, on or about February 12, 2001, APCo agreed with the Committee to extend the terms of such contracts to December 31, 2003 at rates set forth in the Company's Schedule 17 on file with the Virginia State Corporation Commission (the "Commission") and ;

WHEREAS, on or about July 24, 2001, American Electric Power Co. ("AEP"), parent corporation of APCo, filed a proceeding in the Federal Energy Regulation Commission ("FERC") seeking approval of amendments of its intercompany agreement which Inter Alia affects the supply and computation of the price for electricity furnished to APCo in excess of that produced by APCo, in which proceeding the Steering Committee and the Town of Wytheville appeared and objected; and

WHEREAS, in consideration of the Committee and the Town of Wytheville agreeing to a negotiated settlement of the FERC proceeding which provides substantial protection against potential escalation of the fuel factor which is a component of APCo's total pricing for electricity supplies to its retail customers, including the governmental units, APCo has granted to the governmental units the election to (1) terminate the current contracts on June 30, 2002, or (2) extend the contracts at Schedule 17 rates to December 31, 2003 pursuant to the offer dated February 12, 2001, or (3) (a) to extend the current contracts through June 30, 2007, at rates contained in APCo's unbundled Standard Rate Schedules, or any successor or replacement schedules then on file and approved by the Commission; and (b) to extend street light service at rates as in effect July 1, 2000, but subject to changes in the fuel factor; provided that election (3) is

conditioned upon the governmental unit so electing, notifying APCo of its election within 90 days of December 18, 2001, the (i) it has chosen APCo to provide generation service through June 30, 2007, and (ii) that it will not chose a different supplier prior to such date; and (iii) it will not request the Commission to determine rates and provisions for default service different from that provided under its contract, as amended by election (3); and

WHEREAS, the Steering Committee has recommended that the governmental units, including this jurisdiction, exercise election (3) above, that is, the extension of current contracts with APCo for electric service and delivery thereof from July 1, 2002 through June 30, 2007, including street light contracts, at the rates and subject to the conditions all as set forth in the letter dated December 18, 2001 signed on behalf of APCo and AEP and on behalf of the Steering Committee and the Town of Wytheville, all by counsel, which is attached hereto as Exhibit A and incorporating letters dated February 12 and February 15, 2001, attached hereto as Exhibits B1 and B2.

WHEREAS, on consideration whereof, it appearing to the Smyth County Board of Supervisors that there is only one source practically available which can and will supply electricity service and delivery thereof for the entire needs of the County of Smyth at established rate for such bundled service or unbundled generation service for the period from July 1, 2002 through December 31, 2007, as negotiated and recommended by the Committee; and it further appearing that even if there should develop a truly competitive market in the APCo area for generation service, it is questionable whether the Virginia Electricity Restructuring Act (the "Act") provides for capped rates or default rates for public authorities in the APCo area, and if not could place this jurisdiction at a

disadvantage in the event it elects to contract with an alternative supplier or if such alternative supplier should default and be unable to provide the electricity; and it further appearing that notice hereof has been posted or published as specified in Virginia Code §2.2-4303 E that competitive sealed bidding and competitive negotiation for such services for such period. are not fiscally advantageous to the public because the procurement process for electric services in a competitive market, even if there should be such a market, must be of such flexibility to provide a rapid response to fluctuating market conditions on a daily, or even hourly, basis; and it further appearing that the contract extensions recommended and agreed to be the Committee will provide this jurisdiction with a safeguard against excessive electricity generation costs both at this date and in the foreseeable future due to a lack of real competition in this area of Virginia; and

WHEREAS, in addition to the fact that no other source is practically available for such electric services for such period, the APCo offer to extend the contracts being for a limited time, i.e., ninety (90) days from December 18, 2001, is such that an emergency does exist inasmuch as such period is not sufficient for this jurisdiction to correctly asses its entire needs for electric service, whether for the short time or through June 30, 2007, to prepare and receive requests for proposals and to review, consider and act upon any proposals which may possibly be received.

NOW, THEREFORE, BE IT RESOLVED that this jurisdiction accepts the offer of APCo to extend its current contract for electric service on a bundled basis, including its street light contract, from July 1, 2002 through June 30, 2007, as set forth in Exhibit A and as agreed and recommended by the Committee.

RESOLVED further that in accordance with the conditions in APCo's offer this jurisdiction agrees that (i) it has chosen APCo to provide generation service through June 30, 2007, (ii) that it will not choose a different supplier prior to such date, and (iii) that it will not request the State Corporation Commission to determine rates and provisions for default service different from that provided in the contracts, as amended and extended as set forth above.

RESOLVED further that the County Administrator, is authorized to execute and deliver on behalf of this jurisdiction all documents as shall be deemed appropriate to carry out the foregoing action.

The Clerk is directed to notify APCo of the aforesaid action election and agreement by transmitting a copy hereof to counsel for the Committee, Howard W. Dobbins, 1021 East Cary Street, P. O. Box 1320, Richmond, Virginia 23218 – 1320, who is authorized to deliver the same to APCo.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors hereby authorizes the Department of Transportation to close State Route 723, 1.21 miles north of the intersection of Route 610, for the length of time necessary to complete construction of structure number 6284.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, Raymond M. Buchanan is appointed a member of the Chapter 10 Mental Health &

Mental Retardation Services Board for the unexpired term of Harold W. Haynes, resigned, beginning upon his qualification and expiring 12-31-02.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, Darlene Neitch is appointed a member of the Chapter 10 Mental Health and Mental Retardation Services Board for a term of office beginning upon her qualification and expiring 12-31-03.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, Darlene Neitch is appointed a member of the Mountain Community Action Program Board of Directors for a term of office beginning upon her qualification and expiring 12-31-04.

Upon motion of Mr. Staley, seconded by Mr. Fullen, motion failed to carry that the Board 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, on the possible position of Finance Director.

Vote: 3 Yea (Staley, Jennings, Fullen)

4 Nay (Roberts, Blevins, Neitch, Perry)

Upon motion of Mr. Perry, that the Board indefinitely post pone employment of anyone in the position of Finance Director, was seconded by Ms. Neitch, and duly carried.

Vote: 4 Yea (Roberts, Neitch, Blevins, Perry)

3 Nay (Jennings, Staley, Fullen)

Corbin Stone, Auditor, Robinson, Farmer, Cox Associates, appeared to discuss year end audit June 30, 2001.

The Auditors comments and recommendations are as follows:

1. School Construction Account: The School Board opened and maintained certain construction accounts related to their bond issuance of November 1, 2000. The Code of Virginia of 1950, as amended, requires that such funds be held in the custody of the County's Treasurer. In the future, accounts should not be opened outside of the Treasurer's custody unless specifically allowable by the Code.

2. Water and Sewer Department: Annually we compare billings of the water department to collections received in the Treasurer's office in an effort to verify income statement amounts. Due to errors in the billing reports, we were unable to reconcile billings to collections this year. We suggest the County reconciling billings to collections to identify errors and irregularities in the billing process on a monthly basis as follows:

Total billings for the month plus accounts receivable at the beginning of the month minus accounts receivable at the end of the month should equal collections for the month as recorded in the Treasurer's office. Once completed the reconciliation should be maintained for audit along with all supporting documentation (i.e. accounts receivable reports, billing registers, and correction reports).

*See page
491 where this
Belongs.*

documents and financial records pertaining to the Agreement for the purposes of an audit of the payments made as a result of the Agreement.

3. The Locality agrees to include the terms of this agreement, by reference, in all subagreements or cooperative agreements with other entities providing services to the people of the Locality where the pass-through of Federal funding to those entities is contemplated.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

For VDSS:

For the Locality:

Authorized Agent

Director, Dept. of Social Services

Date: _____

County Administrator

Date: _____

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board agreed to enter into executive session to discuss potential litigation on the Green Hill/Shuler Hollow easements as outlined in Section 2.1-344 (7) of the Code of Virginia, as amended, and consultation with legal counsel as outlined in Section 2.1-344 (7) of the Code of Virginia, as amended.

The Chairman declared the executive session ended.

Vote: 7 Yea

0 Nay

Upon motion of Mr. Staley, seconded by Mr. Fullen, 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

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried,
the County Administrator is authorized to draw a check upon the General County fund in

the amount of \$25,000, payable to the Treasurer of Virginia, Department of Transportation, for Smyth County's share of the Revenue Sharing program. Work to be completed in the Town of Chilhowie on railroad crossing. Said Town of Chilhowie to reimburse Smyth County the sum of \$25,000, as per agreement.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, the Water Department County Attorney is authorized to advertise a public hearing to be held on March 28th, 2002 regarding bond issues on the Green Hill/Shuler Hollow project.

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

WHEREAS, the Smyth County Board of Supervisors recognizes that the County has several proposed water and sewer projects that have received funding commitments from state and federal agencies totally approximately \$12.9 million; and

WHEREAS, the funding agencies are under extreme pressure to spend their funds in an expedient manner; and

WHEREAS, the land and rights acquisition process (primarily obtaining easements for sewer lines) has become lengthy and has put these projects substantially behind schedule; and

WHEREAS, the funding agencies (both Rural Development and the Virginia Department of Housing and Community Development) have informed the County that

these delays are threatening the availability of funding for these projects, and the County is at a serious risk of losing funding.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors agrees that in order to preserve existing funding commitments, it will pursue condemnation procedures in situations where property owners are not cooperative in signing agreements for land rights.

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and duly carried, the term fee simple purchase was inserted in the last paragraph concerning funding commitments for water/sewer projects as "THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors agrees that in order to preserve existing funding commitments, it will pursue condemnation procedures in situations where property owners are not cooperative in signing agreements for land rights."

Vote: 6 Yea

1 Nay (Perry)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board continues its meeting to February 28, 2002, at 7:00 p.m. for a public hearing with the Smyth County Planning Commission, and other items as the Board deem appropriate.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the following warrant listing:

FEBRUARY 2002 BILLS**COUNTS, ALAN W.**

Water Department - Green Hill Easement	50.00	39000
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ANDERSON, A.J., PH.D.

CSA Pool	600.00	
CSA Pool	450.00	
	<hr/> 1,050.00	39001

AT&T

Sheriff - Telephone	31.31	39002
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ADELPHIA

Canteen Fund - TV Cable	90.00	39003
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AFTON COMMUNICATIONS CORP.

Emergency Services	29.50	39004
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ALLTEL

County Administrator	30.57	
Animal Control	22.23	
Landfill	60.79	
Convenience Station	144.87	
County Engineer	35.24	
Community Development	36.01	
Water - Mike McCord	24.08	
Emergency Services	23.78	
Water Department - Telephone	37.99	
	<hr/> 415.56	39005

AMERICAN ELECTRIC POWER

Convenience Station	96.09	
Water Department	353.82	
Water Department	2.93	
Water Department	0.03	
Convenience Station	39.98	
Water Department	250.86	
Saltville Clinic	58.46	
	<hr/> 802.17	39006

ANDERSON & ASSOCIATES

Data Processing - Maintenance	2,137.50	
Water Department - Allison Gap Project	56,508.90	
	<hr/> 58,646.40	39007

APPLIANCE PARTS & SERVICE

Jail - Building Repairs	30.00	39008
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ARCHAEOLOGY

Clerk	19.95	39009
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ASHLEY, WALTER & DREAMA

CSA Pool	215.00	39010
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ATLANTIC ELECTION SERVICES, INC.

General Registrar	614.27	39011
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BAI MUNICIPAL SOFTWARE

Data Processing - Maintenance	150.00	39012
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BANK OF MARION

Treasurer	400.64	39013
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BATTERIES PLUS #360

Sheriff - Data Processing	55.69	39014
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BEATY, JOE & AMELIA BLAND

CSA Pool	644.00	39015
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BELEW SOUND & VISUAL, INC.

Sheriff/Inmate - Camera	2,830.92	39016
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BERRY HOME CENTER, INC.

Refuse Collect - Treansfer Station Maintenance	83.87	
Water Department	613.03	
Sheriff/Jail - Supplies	7.83	
	<hr/> 704.73	39017

BERRY IRON & METAL COMPANY

Refuse Collect - Maintenance	15.68	39018
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BLANKENBECKLER, DEBBIE

Sheriff/Inmate - Newspaper	11.40	39019
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BLEVINS, DAN

Building Inspection - Zoning Board Meeting	50.00	
Mileage	1.28	
	<hr/> 51.28	39020

BLEVINS, DENNIS R.

Planning Commission Board Member	50.00	
Mileage	2.60	
	<hr/> 52.60	39021

BLEVINS, JIM

Building Inspection - Meal	7.72	39022
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BLEVINS, JOSEPH D.

General Registrar - Electoral Board	1,333.32	39023
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BLEVINS, PAUL

Building Inspection - Zoning Board Meeing	50.00	39024
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BOB BARKER CO., INC.

Jail - Personal Supplies	208.88	39025
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BOBBY'S PRINTING SERVICE

Building Inspection - Zoning Administrator	45.00	
Building Inspection	44.00	
Water Deptment	150.00	
	<hr/> 239.00	39026

BOGGS MUNICIPAL SERVICES, INC.

Water Department - Southfork Pump Station	8,300.00	39027
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BRISTOL OFFICE SUPPLY

General District Court - Maintenance	30.99	39028
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BROWN, ADAM

Community Development - Mileage	229.00	
County Engineer - Mileage	200.00	
	<hr/> 429.00	39029

BUCHANAN, J.E. "GENE"

Social Services Board Member	50.00	39030
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THE BUTLER COMPANY

Animal Control - SoCumb Solution	484.80	39031
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C. W. WARTHEN COMPANY

Clerk - Grant Fund	985.59	
Clerk - Grant Fund	23.23	
	<hr/> 1,008.82	39032

CARDINAL STONE COMPANY

Water Department - Stone	829.84	39033
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CAROLINA SOFTWARE

Refuse Collect - Software Maintenance	200.00	39034
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CARTER MACHINERY CO., INC.

Refuse Collect - Landfill Maintenance	390.98	
Refuse Collect - Vehicle Repair	4,913.75	
	<hr/> 5,304.73	39035

CATRON MACHINE & WELDING

Jail - Building Repair	270.75	39036
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CDW GOVERNMENT, INC.

Board of Supervisors - Security for Data Processing	4,180.00	
Zoning Administrator - Scanner	360.58	
Data processing	293.93	
	<hr/> 4,834.51	39037

CHAMPLAIN PLANNING PRESS, INC.

Planning Commission	115.00	39038
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CHILHOWIE ALIGNMENT SERVICES

Sheriff - Car Repair	10.00	39039
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CHILHOWIE ELEMENTARY SCHOOL

CSA Pool	120.00	39040
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CLARK, CHARLIE

Zoning Board Meeting	50.00	
Mileage	15.36	
	<hr/> 65.36	39041

COM-TECH ENTERPRISES, INC.

Buildings & Grounds - Telephone Software	695.00	39042
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CONFERENCE REGISTRAR, VA TECH

Building Inspection - Registration Zoning Admin.	350.00	39043
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CORNETT JEWELERS

Office on Youth - Pens	61.38	39044
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CREGGER, SAM & LISA

CSA Pool	188.65	39045
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D&D CONTRACTORS, INC.

Convenience Station - Repair & Maint. Paving	34,900.00	
Animal Shelter - Paving	27,900.00	
	<hr/> 62,800.00	39046

D&D TROPHIES

Board of Supervisors - Plaques	120.00	39047
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D&H TRACTOR SALES, INC.

Landfill - Vehicle Repair	60.70	39048
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DEBORD, MYRON

Planning Commission Board Member	50.00	
Mileage	3.25	
	<hr/> 53.25	39049

DEE'S HAULING LLC

Water Department - Beaver Creek Pump Station	100.00	
Water Deptment - Saltville Pump Station	150.00	
Water Department - Southfork	280.00	
	<hr/> 530.00	39050

DELL MARKETING L.P.

Board of Supervisors - Zoning Computer	1,992.00	
Data Processing - Maintenance	2,472.00	
E-911 - 3 computers	10,419.00	
	<hr/> 14,883.00	39051

DEPAUL'S FAMILY SERVICES

CSA Pool	1,201.35	39052
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DEPARTMENT OF INFORMATION TECHNOLOGY

Data Processing - Tel.	259.13	39053
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DEWBERRY & DAVIS

Water Deptment - Groseclose Water Line	15,745.00	39054
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DISTRICT III GOV. COOP

Payment	10,296.00	39055
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DON & COMPANY, INC.

Water Department - Appraisal Green Hill Sewer	375.00	39056
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DR. A. SUSAN KEENE

Jail - Medical	65.00	39057
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DR. JAMES E. PATTERSON

Medical Examiner	50.00	39058
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DR. ROBERT L. HALE

Jail Physician	658.23	39059
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DR. EMMETT V. RICHARDSON, III, DDS

Jail - Dentist	517.00	39060
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DRAPER ADEN ASSOCIATES

Solid waste - Groundwater Monitoring	2,662.33	
Refuse Collect - Replacement of Probe	848.25	
Refuse Collect - Gas Monitoring	735.93	
Refuse Collect - Groundwater Monitoring	1,502.15	
	<hr/> 5,748.66	39061

DUTT & WAGNER OF VA

Jail Food	426.20	39062
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EARTHGRAINS BAKING CO.

Jail Food	990.47	39063
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EMANUEL TIRE OF VA

Refuse Collect - Tire Recycle	1,000.00	39064
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ENSAFE

Buildings & Grounds - Maintenance	191.67	39065
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EVANS, ROY F., JR.

Commonwealth Attorney - Software	39.95	39066
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EVANS, MARY ANN

County Administrator - Notary Fee	25.00	
Meals	19.75	
	<hr/> 44.75	39067

FAMILY COMMUNITY NEWSPAPER

Board of Supervisors - Advertisement	90.63	
Water Department - Advertisement (Hutton Branch)	65.26	
	<hr/> 155.89	39068

FAMILY PRESERVATION SERVICES

CSA Pool	777.00	
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FAMILY PRESERVATION SERVICES (CON'T)

CSA Pool	243.00	
CSA Pool	199.75	
	<hr/> 1,219.75	39069

FEDEX

Sheriff - Postage	38.56	
Community Development	15.81	
	<hr/> 54.37	39070

FOOD CITY #848

Sheriff - Dog	54.70	
Jail - Food	405.91	
	<hr/> 460.61	39071

FOOD CITY PHARMACY

Jail - Medicine	1,797.17	39072
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FOSTER, EDDIE D.

Social Services Board Member	50.00	39073
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FRAMING UNLIMITED

Clerk - Historical Project	57.25	39074
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FRANCIS BROS. INC.

Jail - Building Repair	578.21	
Animal Control - Supplies	66.87	
Courthouse - Repairs	10.14	
Morison Building - Repairs	207.39	
County Engineer	5.31	
	<hr/> 867.92	39075

FREE SERVICE TIRE

Refuse Collect - Landfill Maintenance	2,550.00	39076
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FREEMAN ASSOCIATES

Board of Supervisors - Tax Suits	1,343.50	
Water Department - Legal	1,657.50	
Water Department - Allison Gap	595.00	
Water Department - Long Hollow	935.00	
Water Department - Cedars/Hall	4,420.00	
Water Department - Green Hill Sewer	16,447.50	
	<hr/> 25,398.50	39077

FRYE, JIMMY W.

Building Inspection - Zoning Board Meeting	50.00	
Mileage	12.80	
	<hr/> 62.80	39078

FULLEN MOTOR COMPANY, INC.

County Administrator - Car Repair	222.50	
Water Department	191.80	
	<hr/> 414.30	39079

GALE MAIDEN LAND SURVEY

Wter Department - Hungry Mother	500.00	39080
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GALL'S, INC.

Sheriff - Uniforms	827.10	
Sheriff - Car Repair	4,036.58	
E-911 - Uniforms	347.03	
	<hr/> 5,210.71	39081

GLOBAL DOCUGRAPHI X

Sheriff/Inmate - Inmate Account Checks	152.04	39082
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GORDON FOOD SERVICE

Jail Food	3,475.07	39083
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GRINSTEAD, PAUL L.

Planning Commission Board Member
Mileage

50.00

4.55

54.55

39084

GRISSOM MOTOR PARTS, INC.

Sheriff - Car Repair
Building Inspection - Truck Repair
Landfill - Vehicle Repair

495.60

385.65

61.66

942.91

39085

GROSECLOSE, H. EUGENE

Planning Commission Board Member
Mileage

50.00

6.50

56.50

39086

GUYER, LINDA

CSA Pool

1,702.00

39087

HARTWOOD SUPPLY, INC.

Water Department - Supplies

18.55

39088

HAUVER'S COMPUTER SERVICES

Data Processing
Sheriff - Data Processing
Basic 911

64.80

80.20

14.95

159.95

39089

HAYDEN EXCAVATING CO.

Landfill - Hauling

187.50

39090

HEATHERWOOD COUNSELING

CSA Pool

140.00

39091

HIGHLAND PAGING, INC.

Animal Control - Pagers

50.24

39092

HIGHLANDS JUVENILE DETENTION CENTER

Juvenile Court - Alternative Program
Juvenile Court - Alternative Program

1,666.67

1,666.67

3,333.34

39093

HIGHLANDS JUVENILE DETENTION CENTER

Juvenile Court - Operations
Juvenile Court - Operations

6,980.83

6,980.83

13,961.66

39094

HOBERT N. GRUBB, INC.

Emergency Services - Oil Dry

169.50

39095

HOPKINS, TERESA

circuit Court - Mileage

150.00

39096

HUGHES SUPPLY, INC.

Water Department - Supplies

335.12

39097

I.B.M.

Data Processing - Maintenance
Data Processing - Maintenance

350.00

350.00

700.00

39098

INSTITUTIONAL JOBBERS

Jail Food

207.69

39099

J. L. WARREN, CLERK

Water Department - Green Hill Sewer

1,136.00

39100

JACK OWENS PLUMBING & HEATING

Water Department - Watson Gap Water

6,093.12

39101

JANIE HAMMITT CHILDREN'S HOME

CSA Pool	4,097.40	39102
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JENNINGS, SUZANNE

Board of Supervisors - Meals	101.71	
Mileage	218.40	
Motel	345.14	
	<hr/> 665.25	39103

JIMMY L. WARREN, CLERK

Clerk	189.10	
FICA	1,379.62	
Historical Project	410.23	
	<hr/> 1,978.95	39104

JOBSITE JOHNNY

Refuse Collect - "Pottie"	55.00	
Convenience Station - "Potties"	495.00	
	<hr/> 550.00	39105

JONES, JOHNNY & BETTY

CSA Pool	1,385.94	39106
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KANSAS STATE UNIVERSITY

Animal Control - Rabies Test	30.00	39107
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KEL-SAN, INC.

Jail - Cleaning Supplies	464.87	
Morison Building - Supplies	796.87	
Health Department - Supplies	571.88	
Courthouse - Supplies	752.80	
	<hr/> 2,586.42	39108

KING FORD-CHRYSLER-DODGE-PLYMOUTH-JEEP

Sheriff - Car Repair	113.05	39109
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LEARY EDUCATION FOUNDATION

CSA Pool	14,175.14	39110
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LEGAL DIRECTORIES PUBLISHING CO.

Clerk	164.36	39111
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LILLARD, JIM

Building Inspection - Bond Refund	5,000.00	39112
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LYNN PEAVEY COMPANY

Sheriff - Fingerprint Supplies	201.30	39113
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M&W PRINTERS, INC.

Motor Vehicle - Decals & Receipts	6,266.00	
Planning Commission - Stationery	57.00	
	<hr/> 6,323.00	39114

MCFARLAND, JOHN & RHONDA

CSA Pool	615.00	39115
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MALOYED MOTOR & TIRE CO.

Water Department - Vehicle Repair	117.90	
Landfill - Vehicle Repair	10.00	
	<hr/> 127.90	39116

MARION AUTOMOTIVE GROUP

Refuse Collect - Vehicle Repair	5.50	
Solid Waste - Vehicle Repair	3.92	
	<hr/> 9.42	39117

MARION FRAME & ALIGNMENT

Sheriff - Car Repair	748.26	39118
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MARION OFFICE SUPPLY

Law Library	261.36	39119
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MARTIN, JAMES D.

General Registrar	525.00	39120
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MAY, MIKE

Building Inspection - Zoning Board Meeting	50.00	
Mileage	6.40	
	<hr/> 56.40	39121

MCCLURE, EARL

Planning Commission Board member	50.00	
Mileage	6.50	
	<hr/> 56.50	39122

MCCONNELL, KELLY

Extension Office - Mileage	98.80	39123
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MCCORMICK, SCOTT & CLAUDINE

CSA Pool	651.00	39124
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MCGREGOR, DUNCAN

Convenience Station - Permit	40.00	
County Engineer	50.94	
	<hr/> 90.94	39125

MEADE REALTY APPRAISAL SERVICES

IDA - Professional Services	500.00	39126
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MICROTEK SOLUTIONS

911 Equipment - Ribbons	148.00	39127
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MINOLTA CORP.

Jail Maintenance	106.30	39128
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MORGAN, SALLY

Community Development - Vehicle Supplies	15.65	
Office Supplies	47.19	
	<hr/> 62.84	39129

MT. ROGERS COMMUNITY SERVICES BOARD

CSA Pool	1,874.25	39130
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MT. ROGERS COMMUNITY SERVICES BOARD

Jail - Mental	40.00	
Jail - Mental	147.00	
	<hr/> 187.00	39131

MT. ROGERS PLANNING DISTRICT COMMISSION

Pro/Services mapping	422.00	
Water Department - Allison Gap	2,038.25	
Water Department - Hall Addition	1,062.99	
Water Department - Green Hill Sewer	2,484.22	
Water Department - Cedars Sewer	6,666.52	
Quarterly Payment	4,034.25	
	<hr/> 16,708.23	39132

MT. ROGERS SHELTER HOME

CSA Pool	2,750.00	39133
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MULLEN ARMY & NAVY STORE

Sheriff - Uniforms	49.98	
Landfill - Uniforms	499.32	
	<hr/> 549.30	39134

NATIONAL CHEMICAL CORPORATION

County Office Building - Maintenance	378.80	39135
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NEITCH, DARLENE

Social Services Board Member	50.00	
Board of Supervisors - Mileage	164.13	
	<hr/> 214.13	39136

NETACCESS OF VA

Data Processing - Internet	225.00	39137
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ODUM, ROBERT

Building Inspection - Zoning Board Meeting	50.00	
Mileage	7.68	
	<hr/> 57.68	39138

OFFICE MACHINES & SUPPLY COMPANY

County Administrator	172.63	
County Administrator - Machine Repair	60.00	
Treasurer	260.92	
General Registrar	19.16	
General District Court	29.50	
Clerk	230.68	
Sheriff	139.25	
Solid Waste	3.98	
Community Development	52.22	
Central Dispatch	313.04	
Jail	120.14	
Building Inspection	181.63	
Sheriff - Maintenance	289.00	
County Engineer	110.34	
Basic 911	182.22	
Water Department	69.76	
County Administrator	33.34	
Building Inspection	87.73	
	<hr/> 2,355.54	39139

OLINGER, DONALD A.

Jail - Building Repair	35.00	39140
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ONE NUMBER INFORMATION SYSTEM

Water Department - "Ms. Utility"	74.22	39141
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ONESTAR LONG DISTANCE, INC.

County Administrator	843.16	39142
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P&T CONCRETE SUPPLY, INC.

Water Department - Beaver Creek	1,601.29	39143
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PC WORLD

Data Processing - Subscription	24.95	39144
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PEST-X

Jail - Pest Control	40.00	39145
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PETTY CASH FUND - COUNTY ADMINISTRATOR

County Administrator - Postage	0.12	
Sheriff - Tags	15.00	
Water - Highway Permit	40.00	
Water - Supplies	4.30	
Water - Tags	5.00	
County Engineer	25.72	
Convenience Station - Recording Fee	38.00	
Basic 911 - Postage	3.95	
	<hr/> 132.09	39146

PFG HALE

Jail Food	4,897.00	39147
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PHOENIX SIGNS & ADVERTISING

Pro/Services Mapping - Signs	351.00	39148
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PINES RESIDENTIAL TREATMENT CENTER

CSA Pool	4,018.00	39149
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PITNEY BOWES, INC.

County Administration - Lease/Rent	90.16	39150
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PITNEY BOWES

Treasurer - Lease/Rent	206.25	
Clerk - Lease/Rent	143.55	
	<hr/> 349.80	39151

POSTMASTER

Water Department - Postage	2,500.00	39152
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PRESTON, PENNY

Administrative	53.76	39153
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PRICE, DIANNA

Animal Control - Uniforms	41.00	39154
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PRO PAGE

Juvenile Court	28.67	
General District Court - Magistrate	49.95	
Juvenile Court - Pagers	28.25	
Sheriff - Pagers	692.56	
	<hr/> 799.43	39155

PURCHASE POWER

County Administrator - Postage	988.03	
General Registrar - Postage	265.41	
Basic 911 - Postage	20.71	
Building Inspection - Postage	75.08	
Animal Control - Postage	5.10	
County Engineer - Postage	3.65	
Community Development - Postage	21.91	
Water Department - Postage	640.11	
	<hr/> 2,020.00	39156

QUARTERMASTER UNIFORMS & EQUIPMENT

Central Dispatch - Uniform	46.90	39157
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QUILL CORP.

Commonwealth Attorney	135.24	39158
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QUINLAN PUBLISHING CORP.

Sheriff - Subscription	79.75	39159
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RADIO SHACK CORP.

Courthouse - Speakers (Juvenile Court)	279.96	39160
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REYNOLDS LIGHTING, INC.

Buildings & Grounds - Light Bulbs Courthouse	285.00	
Health Building - Light Bulbs	217.50	
County Office Building - Light Bulbs	277.75	
Jail - Light Bulbs	585.06	
	<hr/> 1,365.31	39161

RHEA, DARYL & MICHELLE

CSA Pool	430.00	39162
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RICHARDSON, LAWRENCE

General Registrar - Electoral Board	666.68	39163
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ROBERTS, MIKE

Board of Supervisors - Motel	168.38	
County Administrator - Gas	18.50	
	<hr/> 186.88	39164

RODZWIC, STEVE & TERRI

CSA Pool	135.75	39165
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ROMANS, BILL & TAMMY

CSA Pool	436.00	39166
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RUSH OIL COMPANY

Sheriff - Gas	3,449.24	
Building Inspection - Gas	66.94	
	<hr/> 3,516.18	39167

S.C.A.L.E.

Payment	23,000.00	39168
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SALTVILLE AUTO SERVICE & PARTS

Water Department - Vehicle Repair	21.47	
Sheriff - Vehicle Repair	312.18	
	<hr/> 333.65	39169

SARA'S JEWELRY, INC.

Clerk - Historical Project	6.45	
Clerk - Historical Project	12.80	
	<hr/> 19.25	39170

SCHWARTZ, DEBRA

Treasurer - Postage	15.76	39171
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SEYMORE PHOTO

Jail - Film	26.64	39172
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SHAMROCK SCALE CO.

Refuse Collect - Scales	2,762.00	39173
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SHERIFF - PETTY CASH FUND

Vehicle Repair	17.00	
Meals	41.85	
Ammo	55.94	
Reservation	211.88	
Dues	35.00	
Transport Inmates	121.69	
Uniforms	28.00	
Schooling/Meals	33.11	
Jail - Medicine	3.99	
	<hr/> 548.46	39174

SHERIFF - PETTY CASH FUND

Sheriff - Dare Fund	212.28	39175
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SHERIFF - PETTY CASH FUND

Sheriff/Inmate	48.00	39176
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SHREEVES SEPTIC SERVICE

Refuse Collect - Hauling	1,715.00	39177
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SLEMP-BRANT & ASSOCIATES

County Administrator - Bond Insurance	350.00	
Building Inspection - Bond Insurance	300.00	
Canteen Fund - Bond Insurance	100.00	
	<hr/> 750.00	39178

SMYTH COUNTY ANIMAL HOSPITAL

Animal Control	105.08	39179
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SMYTH COUNTY COMMUNITY HOSPITAL

Refuse Collect - Drug Test	26.00	39180
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SMYTH COUNTY DEPT. OF SOCIAL SERVICES

MASTERCARD

CSA Pool	148.74	39181
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SMYTH COUNTY PUMP & WELL

Water Department - Hutton Branch	VOID	39182
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SMYTH COUNTY WATER & SEWER

Convenience Station - Water	100.00	
Animal Control - Water	37.40	
	<hr/> 137.40	39183

SMYTH COUNTY HEALTH DEPARTMENT

Animal Control - Postage	5.25	39184
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SMYTH COUNTY SCHOOL BOARD

Sheriff - Vehicle Repair	157.00	
Building Inspection - Truck Repair	28.00	
School Resource Manager	1,145.83	
	<hr/> 1,330.83	39185

SMYTH FARM BUREAU

Refuse Collect - Transfer Station Maintenance	7.59	
Solid Waste - Landfill Maintenance	169.10	
Animal Control - Food	132.98	
Water Department - Supplies	59.62	
	<hr/> 369.29	39186

SMYTH PAINT & DECORATING

Buildings & Grounds - Courthouse Tile Labor	382.15	39187
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SOUTHERN ELEVATOR COMPANY

Buildings & Grounds - Courthouse	54.50	
County Office Building	51.00	
Jail - Maintenance	54.50	
Buildings & Grounds - Maintenance	130.00	
County Office Building - Maintenance	895.10	
	<hr/> 1,185.10	39188

SOUTHERN ELEVATOR COMPANY

Buildings & Grounds - Maintenance	130.00	
County Office Building - Maintenance	895.10	
	<hr/> 1,025.10	39188

SPENCE, DIANE

Data Processing - Meals	13.31	
Gas	10.00	
Office Supplies	208.79	
	<hr/> 232.10	39189

SPENCER, SHIRLEY

Building Inspection - Meal	7.72	39190
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SPRINT

County Administrator	2,370.57	
Basic 911	54.47	
Extension Office	110.18	
Animal Control	160.05	
Convenience Station	90.29	
Water Department	334.16	
Landfill	188.03	
	<hr/> 3,307.75	39191

STANDARD COFFEE SERVICE

Jail Food	197.19	39192
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STARNES REFRIGERATION & AIR CONDITIONING

Courthouse - Maintenance	140.25	39193
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STRINGER, ED

Social Services Board Member	50.00	39194
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STURGILL, CONNIE ARLENE

General Registrar - Electoral Board	666.68	39195
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SUBURBAN PROPANE

Refuse Collect - Heating Fuel	981.96	39196
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SUNCOM

Sheriff	791.62	39197
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SOUTHWESTERN VA MENTAL HEALTH INST.

County Office Building - Water/Sewer/Steam	2,461.88	39198
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T. L. COMMUNICATIONS, INC.

Sheriff - Radio Exp.	25.00	
Animal Control - Radio Supplies	77.95	
Water Department - Radio Exp.	75.00	
Solid Waste - Radio Exp.	75.00	
Water Department - Radio Installation	1,070.00	
911 Equipment - Radio Console	10,185.00	
	<hr/> 11,507.95	39199

TERRY, KEVIN

Sheriff - DUI Grant	200.00	39200
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THOMAS BRIDGE WATER CORP.

Convenience Station - Water	18.00	
Water Department - Water	359.97	
	<hr/> 377.97	39201

THOMPSON TIRE

Sheriff - Tires	511.70	
Jail - Tires	325.56	
	<hr/> 837.26	39202

TOWN OF CHILHOWIE

Water Department - Water	800.90	
Water Department - Wastewater Trtmt. Expenses	2,332.29	
	<hr/> 3,133.19	39203

TOWN OF MARION

Convenience Station - Water	28.32	
Buildings & Grounds - Garbage	57.20	
Health Building - Water/Sewer/Garbage	173.20	
Jail - Water/Sewer/Garbage	1,134.42	
	<hr/> 1,393.14	39204

TOWN OF MARION

Water Department - Regional Sewer Plant	47,244.28	
Water Department - Water	18,713.16	
	<hr/> 65,957.44	39205

TOWN OF SALTVILLE

Saltville Clinic	24.78	39206
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TOWN OF SALTVILLE

Water Department - Water	5,665.51	39207
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TRA-COL, INC.

Refuse Collect - Recycle Glass	60.00	39208
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TREASURER - SMYTH COUNTY

circuit Court - Postage	68.00	
Sheriff - Postage	226.00	
Set-Off Debt	17.18	
Motor Vehicles Refund	2.50	
	<hr/> 313.68	39209

TREASURER - SMYTH COUNTY

Water Deptment - Debt Reserve	2,612.10	
Refuse Collect - Debt Reserve	714.70	
	<hr/> 3,326.80	39210

TREASURER OF VA - DEPT. OF GEN. SERVICES

Board of Supervisors - Zoning Admin. Furniture	85.00	39211
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TREASURER OF VA - DEPT. CRIMINAL JUSTICE

Refund on Stop Violence Against Women Grant	853.62	39212
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TREASUER OF VA - NOTARY CLERK

Building Inspection - Notary Fee	25.00	39213
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TREASURER - VIRGINIA TECH

Extension Office - Salaries & Fringes	13,440.16	39214
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TRI-CITY BUSINESS MACHINES

Registrar - Copier	3,645.55	39215
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TRI-DIM FILTER CORP.

Buildings & Grounds - Courthouse Repairs	72,912.00	
County Office Building - Filters	197.43	
	<hr/> 73,109.43	39216

TUCKER PRINTING

Commissioner of Revenue - Postage	404.00	
Jail - Forms	126.00	
	<hr/> 530.00	39217

TURKEY PEN, INC.

Sheriff - Car Repair	1,365.27	39218
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TWO-WAY RADIO, INC.

Sheriff - Radio Exp.	747.50	
Animal Control - Radio Exp.	30.00	
	<hr/> 777.50	39219

U.S. LATEX PRODUCTS, INC.

Jail - Gloves	359.60	39220
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UNITED CITIES GAS CO.

Buildings & Grounds - Old School Bldg.	1,307.50	39221
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UNIVERSITY OF VIRGINIA

County Administrator	24.00	39222
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VA ASSOC. OF COMMONWEALTH ATTORNEY'S

Commonwealth Attorney - Dues	350.00	39223
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VA ASSOCIATION OF COUNTIES

Board of Supervisors - Registration Legislative Day	20.00	39224
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VA BATTERY COMPANY, INC.

Sheriff - Battery	145.12	39225
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VA CITIZENS PLANNING ASSOCIATION, INC.

Planning Commission	100.00	39226
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VA EMPLOYMENT COMMISSION

Unemployment	19.39	39227
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VA FEDERATION OF HUMANE SOCIETIES

Animal Control - Registration	80.00	39228
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VA RURAL WATER ASSOCIATION

Refuse Collect - Training	230.00	39229
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VALLEY RICH DAIRY

Jail Food	421.98	39230
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VCE - SW DISTRICT OFFICE

Planning Commission - Registration	10.00	
Community Development - Registration	20.00	
Board of Supervisors - Registration	20.00	
Building Inspection - Registration	20.00	
	<hr/> 70.00	39231

VENABLE, WAYNE

Planning Commission Board Member	50.00	
Mileage	16.25	
	<hr/> 66.25	39232

VA LAWYERS WEEKLY

Juvenile Court - Subscription	134.50	39233
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VIRGINIA REVIEW

Board of Supervisors - Subscription	135.00	39234
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VIRGINIA TRANE

Courthouse Maintenance	782.00	39235
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VISA

Board of Supervisors - Chairman's Institute	209.26	
Building Inspection - Zoning Administration	179.45	
Water Department - Miscellaneous	94.80	
Convenience Station - Maintenance & Repair	21.93	
Solid Waste - Vehicle Maintenance	26.20	
	<hr/> 531.64	39236

WADDLE, HEATHER

Data Processing	18.68	39237
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WALKER PAVING

Refuse Collect - Lease/Rent	613.23	39238
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WALKER, M. RICHARD

Commissioner of Revenue - Meals	25.78	
Mileage	35.75	
	<hr/> 61.53	39239

WALMART COMMUNITY

Sheriffs Office - Office Supplies	153.72	
Data Processing	93.89	
Dog Food	12.97	
Gun Clean Supplies	30.25	
Film	41.34	
Personal Supplies	109.77	
Supplies	196.19	
Batteries	11.34	
Canteen Fund	251.13	
	<hr/> 900.60	39240

WALMART COMMUNITY

Victim Witness	13.61	
Victim Witness	16.88	
	<hr/> 30.49	39241

WARD, VICKI

Social Services Board Member	50.00	39242
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WASTE MANAGEMENT

Refuse Collect	49,159.96	39243
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WATER PROFESSIONALS

Commonwealth Attorney - Water	12.50	39244
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WEST GROUP PAYMENT CENTER

Law Library	1,145.00	39245
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WESTERN AUTO SALES

Water Department - Supplies	60.04	39246
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WHITMORE, ED

County Administrator - Mileage	89.05	
Meals	28.13	
Motel	168.38	
	<hr/> 285.56	39247

WILLIAMS, SHANNON

Basic 911 - Mileage	28.28	39248
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WILLIAMS, SUSAN

Victim Witness - Meals	18.79	
Mileage	81.25	
	<hr/> 100.04	39249

WINGATE & ASSOCIATES, LTD.

Commissioner of Revenue - Book	25.00	39250
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WMEV FM/AM

Refuse Collect - Radio Exp.	21.25	
Water Department - Radio Exp.	21.25	
	<hr/> 42.50	39251

WOTS-N-KNOTS

Sheriff - Uniforms	687.00	
Animal Control - Uniforms	24.00	
	<hr/> 711.00	39252

WRIGHT, WANDA

Jail - Nurse	500.00	39253
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WYTHEVILLE OFFICE SUPPLY

Treasurer	50.31	
Sheriff - Data Processing	36.19	
Jail	11.71	
	<hr/> 98.21	39254

XEROX CORPORATION

Treasurer - Maintenance	333.41	
Commonwealth Attorney - Maintenance	55.35	
	<hr/> 388.76	39255

YARBER, JERRY

Refuse Collect - Transfer Station Maintenance	126.00	39256
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FREEMAN ASSOCIATES

Water Department - Hutton Branch	4,165.00	39257
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SPRINT

E-911	5,167.05	39258
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SPRINT

Pro/Services Mapping	34.65	
Pro/Services Mapping	742.56	
	<hr/> 777.21	39259

ALLTEL

Building Inspection	46.36	
Community Development	35.63	
	<hr/> 81.99	39260

AMERICAN ELECTRIC POWER

Convenience Station	103.83	
Buildings & Grounds	1,475.57	
Health Building	223.29	
County Office Building	1,568.56	
Water Department	89.41	
Jail	2,324.94	
	<hr/> 5,785.60	39261

AMERICAN ELECTRIC POWER

Refuse Collect	371.76	
Convenience Station	72.49	
IDA - Deer Valley	8.27	
Water Department	557.92	
Animal Control	788.85	
	<hr/> 1,799.29	39326

TREASURER - SMYTH COUNTY

Clerk - Health Insurance	2,145.28	39327
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TREASURER OF VIRGINIA**VA DEPT. OF TRANSPORTATION**

Board of Supervisors - Revenue Sharing	25,000.00	39328
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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	1,050.96	
Sheriff	7,915.04	
Office on Youth	146.24	
Commonwealth Attorney	1,141.81	
Building Inspection	671.29	
Animal Control	478.22	
Incubator	200.00	
Refuse Collect	938.84	
Rye Valley Water	208.59	
Health Building	88.07	
County Office Building	214.42	
Buildings & Grounds	173.37	
Library	2,260.71	
Community Development	349.17	
County Engineer	249.09	
CSA	139.16	
E-911	529.69	
Basic 911	163.82	
Water Department	973.22	
Victim Witness	159.67	
	<hr/> 20,684.16	39329

TREASURER - SMYTH COUNTY - LIFE INSURANCE

Clerk	57.02	
Library	120.58	
	<hr/> 177.60	39330

TREASURER-SMYTH COUNTY - HEALTH INSURANCE

County Administrator	977.28	
Commissioner of Revenue	1,239.48	
Tresurer	1,263.36	
Data Processing	1,263.34	
Circuit Court	238.36	
Sheriff	19,069.26	
Office on Youth	357.56	
Commonwealth Attorney	1,525.56	
Building Inspection	1,501.70	
Animal Control	1,239.50	

TREASURER-SMYTH COUNTY-HEALTH INS. (CONT)

Refuse Collect	3,527.80	
Rye Valley Water	762.78	
Buildings & Grounds	762.78	
Health Building	500.56	
County Office Building	595.92	
Community Development	1,263.34	
CSA	238.36	
E-911	2,669.72	
Water Department	3,909.20	
Basic 911	357.56	
	<hr/> 43,263.42	39320-3932

VIKING OFFICE PRODUCTS

Animal Control - Office Supplies	102.39	197
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COPENHAVER, RICHARD

140.00	198
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BOBBY'S PRINTING SERVICE

Animal Control	189.00	199
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HUTTON, ALTON D.

Animal Control - Claim	700.00	200
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FREEMAN ASSOCIATES

On-Site Sewer - Barbara Kirkland	125.00	
On-site Sewer - Loan	19.00	
	<hr/> 144.00	327

VIRGINIA RESOURCES AUTHORITY

On-Site Sewer - Payment	5,000.00	328
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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	
	<hr/> 28,837.00	Wire Trans

TREASURER-SMYTH COUNTY - LIFE INSURANCE

Refuse Collect	50.05	
Rye Valley Water	11.12	
Buildings & Grounds	9.25	
Health Building	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	
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	422.12	
Office on Youth	7.80	
Commonwealth Attorney	60.90	
Building Inspection	35.80	
Animal Control	25.50	
E-911	28.25	
Basic 911	8.74	
	<hr/> 926.50	Wire Trans

MEDICARE

Board of Supervisors	49.30
County Attorney	11.16
County Administrator	172.01
Commissioner of Revenue	172.66
Treasurer	151.65
Data Processing	69.74
General Registrar	61.84
Circuit Court	36.97
Sheriff	1,866.44
Office on Youth	33.35
Commonwealth Attorney	282.16
Building Inspection	154.23
Animal Control	114.76
E-911	129.55
Emergency Services	9.90
Refuse Collect	214.14
Convenience Station	230.67
Rye Valley Water	46.86
Buildings & Grounds	38.94
Health Building	19.37
County Office Building	63.36
Community Development	77.80
County Engineer	60.20
Extension Office	14.10
CSA	32.61
Water Department	229.49
Victim Witness	38.42
Incubator	48.34
Basic 911	37.47
	<hr/>
	4,467.49

Wire Trans

BUILDING CRAFTS, INC.

Hutton Branch - VDH Funds	8,627.09	1013
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BUILDING CRAFTS, INC.

Hutton Branch - Rural Development	7,963.47	1014
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TIPTON CONSTRUCTION CO.

Hutton Branch - Rural Development	105,695.56	1015
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FREEMAN ASSOCIATES

Hutton Branch - Legal-Rural Development	Void	1016
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DEWBERRY & DAVIS

Hutton Branch - Basic Inspection - Rural Development	Void	
Hutton Branch - Basic Inspection - Rural Development	Void	1017

FREEMAN ASSOCIATES

Hutton Branch	Void	1018
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SMYTH COUNTY WATER & SEWER

Hutton Branch - Rural Development Reimbursement	65.25	1019
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FREEMAN ASSOCIATES

Hutton Branch - Legal Rural Development	154.91	1020
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DEWBERRY & DAVIS

Hutton Branch - Basic Inspection - Rural Development	1,909.80	
Hutton Branch - Basic Inspection - Rural Development	6,327.50	
	<hr/>	
	8,237.30	1021

FICA

Emergency Services	42.31
Refuse Collect	915.61
Convenience Station	966.33
Rye Valley Water	200.36
Buildings & Grounds	166.46
Health Building	82.81

FICA (CON'T)

County Office Building	270.87
Community Development	332.62
County Engineer	257.39
Extension Office	60.28
CSA	139.40
Water Department	981.24
Victim Witness	164.27
Incubator	206.66
Basic 911	160.22
Board of Supervisors	210.83
County Attorney	47.69
County Administrator	735.46
Commissioner of Revenue	738.26
Treasurer	648.41
Data Processing	298.15
General Registrar	264.40
Circuit Court	158.04
Sheriff	7,980.56
Office on Youth	142.56
Building Inspection	659.41
Animal Control	490.68
E-911	553.89
Commonwealth Attorney	1,206.46
	<hr/>
	19,101.63

Wire Trans

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Administration Building on Thursday, February 28, 2002, at 7:00 p.m.

PRESENT: All Board Members.

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

The Chairman called the meeting to order.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Smyth County Planning Commission on two requests:

- (a) A request by James Frye to a Special Use Permit for a retail store for the sale of firearms and related merchandise on the corner of Paradise Drive and Vance Drive. The property is identified by tax map number 53C-1-21 and is zoned Agriculture/Rural.
- (b) A request by Walter Waddell to rezone from Commercial to industrial two tracts of land identified by tax map numbers 37-A-59 and 37-A-60A and located at 7147 and 7159 Lee Highway in Atkins, Virginia.

The following citizens spoke on matter (A):

Clegg Williams, Zoning Administrator, explained that James Frye has applied for a Special Use Permit on a tract of land on the corner of Paradise Drive and Vance Drive. Mr. Frye proposed to construct a retail store for the sale of firearms and related merchandise. The lot was zoned Agriculture/Rural.

Jim Frye — stated he operates a gun and
retail store for the sale of firearms and

Jim Sawyers — stated his property ad
permit and was against said special u

Lee Bullington — stated he did not w
was against said proposed special us

Mary Beth Sheets — opposed to the s

Terry Blevins — spoke for neighborh
the special use permit. He also pres
permit.

Ed Thomas — against special use per

Bill Coe — against special use permit

T. W. Ganaway — against special use

(b) Clegg Williams stated Mr. W

Commercial and requested it be char

plans to expand his business, but a tr

special use in the Commercial Distri

Walter Waddell — spoke in behalf of

No one else appeared to speak.

The Chairman of the Board and Plan

hearing closed.

The Smyth County Planning Commission
approval of the request from Walter
tracts from Commercial to Industrial.

Upon motion of Mr. Fullen, seconded,
carried, the Board approves the recommendation of the
Commission on the request of Walter
tracts from Commercial to Industrial.

The Smyth County Planning Commission
denial of the application for a Special Use

Upon motion of Mr. Perry, seconded,
carried, the Board approves the recommendation of the
Commission on the denial of the application of
Frye.

The Board did not move on the
advertisement in the 2002 Directions
Messenger at a cost of \$700.00. Said

Upon motion of Ms. Neitch, seconded,
IT RESOLVED that the Smyth County Board of Supervisors
following agreement:

AGREEMENT

COUNTY OF

THE VIRGINIA DEPARTMENT

RE

LOCAL GOVERNMENT

OF FEDERAL PROGRAMS

This agreement is entered into
Smyth, Virginia, (hereinafter referred to as
Department of Social Services (hereinafter referred to as

WT

WHEREAS, the VDSS is the
Statewide administration and financial management of
including (but not limited to):

- Temporary Assistance to Needy Families (Federal Social Security Act),
- Child Support Enforcement (Federal Social Security Act),
- Foster Care and Adoption Assistance (Federal Social Security Act), and
- The Food Stamps Program (Federal Social Security Act); and

WHEREAS, the VDSS maintains

system that is "locally administered" by the
on behalf of the Locality; and

WHEREAS, both VDSS and the
human services to the extent that resources
social needs; and

WHEREAS, the Locality has el
reasonable contributions of local and other r
(over and above State mandated levels) to th
human services under one or more of the ab
administered by VDSS; and

WHEREAS, the financial contri
for Federal Financial Participation (FFP), pr
to the cognizant Federal agencies; and

WHEREAS, both VDSS and the
receives appropriate FFP earned on the finan

WHEREAS, both VDSS and the
appropriate procedures within VDSS to assu
manner, the Locality is reimbursed on a time
contributions, expenditures, and claims are a

NOW THEREFORE, VDSS and

ARTI

DOCUMENTATION AND REPORT

1. The Locality agrees to maintain documents that demonstrate the eligibility of the persons served consistent with those services identified in the Scope of Services (Attachment A).
2. The Locality agrees to submit a claim to the Federal Government and certifying the actual direct and indirect costs that have not been otherwise claimed for or reimbursed through the reimbursement process.
3. The Locality shall attach to each claim the documents that are being claimed for reimbursement are necessary for the efficient operation of the program and shall also provide, for VDSS review, such documents as may be necessary for VDSS to exercise its fiduciary responsibility for the Federal program (s) in question.
4. The Locality's services and expenditure records for all claims shall be in a form and format that the Locality shall use, as appropriate and with the prior approval of the VDSS methodologies in conjunction with other Federal programs.
5. The Locality agrees to provide such additional information to the VDSS and the cognizant Federal agency as may be necessary and to provide reasonable estimates of future costs as required by the Management Improvement Act.
6. VDSS agrees to include in its claim to the Federal Government the

certified by the Locality under this Agreement.

7. VDSS agrees to reimburse the Locality for the agency attributable to the Locality's claim at the rate of _____ percent.

VDSS shall not be obligated to process the Locality's claim until VDSS has assured itself that the claim is appropriate. VDSS agrees to make every effort to complete the claim within 15 working days of receipt by the government.

8. VDSS agrees to use the proceeds of the claim to develop an orderly process for claiming appropriate compensation. The VDSS process will include the VDSS's contractual assistance necessary to oversee the Locality's compliance with applicable Federal law (either pre – or post-audit) the integrity of the claim.

9. VDSS agrees to annually review with the Locality the (5) percent administrative fee. VDSS agrees that the costs are shared with other localities seeking funding for its services and, to the extent possible, the Locality's funding.

ARTICLE _____

FEDERAL FINANCIAL ASSISTANCE

1. The Locality shall be eligible to receive contributions for which open-ended funding is provided by State or Federal law and regulation. It is understood and agreed among the parties hereunder only to the extent of the funding that becomes available for the purpose of this agreement.
2. The Locality shall not be entitled to participate in programs where Federal funding is not available. Locality would cause a reduction in funding administered directly by VDSS.
3. The Locality agrees to reinvest the funding to enhance and expand its human services to better meet social service needs and coordinate with the VDSS, localities, and community organizations for coordinated pre-placement prevention services.
4. The Locality agrees that no portion of the funding agreement will be used to supplant other funding.
5. Any applicable FFP funds received by the Locality in this agreement shall be paid to, and used by, the locality. These funds for new initiatives to address social needs as identified by the locality shall be included in the amendment for the current year, or a subsequent year. FFP funds, may also be expended in the current year.

Department of Social Services, either
governing body.

ARTICLE

LIABILITIES

1. The Locality agrees to assume full responsibility for the reimbursement of the Localities resulting from disallowances by the Federal Government of reimbursements received by and attributable to the Localities under the terms of this agreement.
2. In the event that a Federal disallowance is made under the agreement, the Locality will make reasonable determination of any appeal made to the Federal Government on behalf of the Locality.
3. Notwithstanding the obligation of the Federal Government provided above, this Agreement authorizes the Locality to retain any amount disallowed by the Federal Government made by VDSS to the Locality.

ARTICLE

AMENDMENTS

1. Either party may initiate a request to amend this Agreement by written notice, mailed first class, postage prepaid, to the other party. If to VDSS:

Mr. David A. Mitchell, Controller
Department of Social Services

Commonwealth of Virginia

730 East Broad Street

Richmond, Virginia 23219-1

If to Locality:

Mr. Edwin B. J. Whitmore, I

County of Smyth County

Office of the County Admini

121 Bagley Circle, Suite 100

Marion, Virginia 24354

Unless a shorter period is agreed to, a

(30) working days in advance of their

2. The non-initiating party shall respond

(30) working days of its receipt. Am

both parties and executed by persons

ARTI

TERMI

1. This agreement shall cover all prope

Locality since January 1, 2000, that a

allowable federal reimbursement wit

agreement shall remain in effect unti

the other party of its intent to termina

2. Termination shall take effect no soon

one party to the other, unless an alternative notification will be mailed first class. See Section 4.1, above. If the Agreement is terminated within sixty (60) working days of the termination, for any monies owed.

3. This agreement may be renewed by the parties for 5 (five) one year periods, and at a reasonable time (approximately 90 days) before the expiration of the current term.
4. The VDSS reserves the right to cancel the Agreement, without penalty, upon 60 days written contract cancellation notice shall not be required to deliver and/or perform on all outstanding obligations of cancellation.

RETENTION AND DISPOSITION

1. Both parties, or their agent (s), agree to retain all documents which are relevant to the Agreement after the date of the final report for the findings; or disposition of non-expended funds.
2. The Locality agrees that VDSS or its agent shall retain the Agreement and for five (5) years after the expiration of the applicable period have reasonable access to the Agreement.

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Office Building on Tuesday, March 12, 2002, at 12:00 Noon.

PRESENT: All Board Members.

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

The Chairperson called the meeting to order.

The invocation was led by Rev. Alan Gray and the Pledge of Allegiance was led by Wade H. Blevins, Jr.

Presentation of a resolution to Mr. Jim Kelly for Hungry Mother State Park – Commending Virginia State Parks selected as one of America’s Best Managed Park Systems was made by Mrs. Suzanne Jennings, Chairperson.

Introductions were by Tom Burkett, Treasurer, Gary W. “Bud” Owens, Building Official, Diane Spence, Data Processing Manager, and Clegg Williams, Zoning Administrator of their employees.

Dean Lynch, representative from the Virginia Association of Counties, appeared to speak to the Board on behalf of the Association.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board approves the February 12, 2002 minutes with the following changes on page 11 delete a.....purchase of land at the Greer site, and page 12 add ed to the word ask....questions were asked by the following as presented.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves the February 28, 2002 minutes with the following changes on page 34 correct spelling of Terry to Terri....correct He to she also presented a petition....as presented.

During Citizens Time Dixie Huff appeared to request the Board consider other sites for the Nebo convenience center.

Marvin R. Perry requested the Board ask the Industrial Development Authority of Smyth County to take the steps necessary to rezone the property adjacent to Route 107 in Chilhowie, VA and the property known as the Greer site in Atkins, VA from Agricultural/Rural to Industrial.

Following discussion, upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board approved the aforestated.

Vote: 6 Yea

1 Nay (Staley)

Dr. Ann Alexander, President, Wytheville Community College, appeared to give the Board a status report.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves the appropriation of \$1,200,000 for general county expenditures during the month of March 2002.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board approves the appropriation of \$300,000 for Department of Social Services expenditures during the month of March 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the following appropriations for the Smyth County School Board during the month of March 2002:

Operations	\$3,083,977
Textbook	3,000
Capital Outlay & School Debt	330,981

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the Jail Nurse contract services agreement in the sum of \$550 per month with Wanda Wright as follows:

The said Sheriff does herewith contract with the Nurse, on a part-time basis, to provide certain services, care and treatment to inmates of the Smyth County Jail.

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 agrees to provide, at a minimum, the following services:

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, or any other pharmacy located in the Town of Marion, to be filled.
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 0001103067, expiration date of 9/30/2003, duly issued by the Commonwealth of Virginia.

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 \$550 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.

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 Jail or 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.

The 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.

This agreement was approved by the Board of Supervisors of Smyth County on February 28, 2002.

Witnesseth the following signatures and seals:

R. David Bradley 02/20/02
R. David Bradley, Sheriff
Wanda Wright, R.N. 02/20/02
Wanda Wright, R.N.

COMMONWEALTH OF VIRGINIA

COUNTY OF SMYTH, TO-WIT:

The foregoing instrument was acknowledged before me in my said county and state aforesaid, this the 20th day of February, 2002, by R. David Bradley, Sheriff of Smyth County.

My commission expires: December 31, 2003.

James C. Harris
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF SMYTH, TO-WIT:

The foregoing instrument was acknowledged before me in my said county and state aforesaid, this the 20th day of February, 2002, by Wanda Wright.

My commission expires:

September 30, 2003

Carol C. Henderson
Notary Public

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH PROFESSIONS

John W. Hasty, Director

Nancy K. Durrett, R.N.
Executive Director

Board of Nursing

6606 West Broad Street, 4th Floor
Richmond, VA 23230-1717
(804) 662-9909

License to Practice as a Registered Nurse

WANDA WRIGHT

Expires
09/30/2003

Number
0001103057

To Provide Information or File a
Complaint About a Licensee, Call: 1-800-533-1560

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget Committee recommendation to award Robinson, Farmer, Cox

Associates the Central Services Cost Allocation Plan for a term of three (3) years (fiscal years 2001, 2002, 2003) for the price of \$7,500, one-third of said fee to be due and payable annually when services are completed and accepted by the Board.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board approves the request from Marion Downtown to use the Courthouse lawn and restrooms facilities for the following events: "Salute to Seniors" Lunch on the Lawn May 24th; "Lunchtime on the Lawn" Fridays in June; "Downtown Days" Festival July 19th, 20th, 21st; "Mountain Dew Day" September 21st; and "Halloween Madness" October 26th, 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget Committee recommendation to accept a grant in the sum of \$5,000 from the Department of Motor Vehicles Transportation Safety Administration for DUI funds to be used by the Smyth County Sheriff's Department.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board approves the Art League of Marion request to declare their signs as "official signs" in order to comply with VDOT regulations for the 29th Annual Hungry Mother Arts and Crafts Festival scheduled for July 19th – 21st, 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, Michael Roberts is reappointed as a member of the Mount Rogers Alcohol Safety Action

Program for a term of office beginning upon his qualification and expiring March 31, 2006.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, John E. Stringer is reappointed as a member of the Mount Rogers Alcohol Safety Action Program for a term of office beginning upon his qualification and expiring March 31, 2006.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, Roy F. Evans, Jr. is reappointed as a member of Southwest Virginia Community Corrections for a term of office beginning upon his qualification and expiring February 28, 2004.

Upon motion of Mr. Roberts, seconded by Ms. Neitch, and unanimously carried, Emily Hutchison is reappointed as a member of the Youth Services Advisory Board for a term of office beginning upon her qualification and expiring December 31, 2005.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the following appointments/reappointments are continued:

Youth Services Advisory Board

Saltville – JoAnn D. Allison; Royal Oak – Kelly Owens; Park- Nina Crabtree; Northfork – Chris Snider

Federal Emergency Management Agency

M. Jay Hubble

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves disbursement of Two For Life Funds in the amount of \$13,699.00 to be divided as follows for use of expenses associated with training programs and purchase of necessary equipment and supplies:

Marion Life Saving Crew \$3,424.75; Chilhowie Fire Department/EMS \$3,424.75;
Saltville Rescue Squad \$3,424.75; Saltville Rescue Squad \$3,424.75

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves the Budget Committee recommendation for disbursement of the last Two For Life Funds in the amount of \$6,726.13 to the Chilhowie Fire Department/EMS, said funds had been held during reorganization of the Chilhowie Rescue Squad.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves M. Richard Walker, Commissioner of the Revenue, request for a refund of 2001 personal property tax to Subaru American Credit P. O. Box 680020 Franklin, TN 37067 in the amount of \$342.17, per recommendation of the County Attorney.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Insurance Committee recommends a health screening for blood pressure to be

conducted by the Smyth County Health Department as a follow-up to Smyth County Wellness Program.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget/Ordinance Committee recommendation to advertise a public hearing to be held on April 9th at 4 p.m. concerning providing one free county sticker or decal per active member of a volunteer rescue squad or volunteer fire department recognized by Smyth County, Virginia, to be effective in calendar year 2003.

The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
 2. Agreement with Comcast TV Cable franchise in Smyth County.
 3. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079 to Sunrise International Leasing Corporation.
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Michael Jones, Transportation Planner, Mount Rogers Planning District Commission, concerning Regional Transportation Priorities – FY 2003 – 2004 did not appear.

Anderson & Associates Engineering Firm representatives R. A. Worley, Jr. and Gary Crouch, made a presentation to the Board concerning the Allison Gap Sewer Project.

Following discussion, upon motion of Mr. Roberts, seconded by Mr. Perry, and duly carried, the Board approves the increase in the plant size to 990,000 gallons per day from 750,000 gallons per day for a wastewater treatment plant. Commitment of additional funds in the amount of \$654,930 from DEQ will help defray additional cost for said treatment plant. DEQ had recommended a larger plant size be constructed.

VOTE: 4 Yea (Roberts, Neitch, Perry, Blevins)

3 Nay (Staley, Fullen, Jennings)

Upon motion of Ms. Neitch, seconded by Mr. Perry, and unanimously carried, the Board approves the sum of \$40 for a VDOT Land Use permit on the Thomas Bridge Interconnection project.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and duly carried, the Board approves the sum of \$40 for a VDOT permit on the Hess water connection project.

Status reports were given by Duncan McGregor, County Engineer, on the following projects: Hutton Branch and Green Hills/Shuler Hollow

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, the Board approves Change Order #2 in the amount of \$7,880.32 for the Hutton Branch Water project to add surge relief value to project at Line 300 Sta 66 + 00.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, the Board approves the Budget Committee recommendation for a donation in the amount of \$1,000 to the Marion Senior High School, Chilhowie High School, and Northwood High School after a written request is received from said schools for their after prom activities.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and duly carried, the Board approves the General Certificate of Issuer in the amount of \$346,000 for the Hutton Branch Water Project as follows:

GENERAL CERTIFICATE OF ISSUER

Smyth County, Virginia (the "Issuer") hereby certifies as follows:

(1) The Board of Supervisors of the Issuer (the "Board") consists of seven members. The Board members holding office at all times from January 1, 2002 to date and their terms of office are as follows:

<u>Board Member</u>	<u>Beginning of Term</u>	<u>End of Term</u>
J. S. Staley, Jr.	January 1, 2000	December 31, 2003
Donnie W. Fullen	January 1, 2000	December 31, 2003
Suzanne B. Jennings	January 1, 2000	December 31, 2003
Wade H. Blevins, Jr.	January 1, 2002	December 31, 2005
Michael D. Roberts	January 1, 2002	December 31, 2005
Marvin R. Perry	January 1, 2002	December 31, 2005
Darlene R. Neitch	January 1, 2000	December 31, 2003

(2) Suzanne B. Jennings now serves as the Chairperson of the Board (the "Chairperson"). Donnie W. Fullen now serves as the Vice Chairperson of the Board (the "Vice Chairperson").

(3) Edwin B. J. Whitmore, III has been appointed by the Board, and now serves, as the Clerk of the Board (the "Clerk") and the County Administrator of the Issuer and serves at and during the pleasure of the Board in those capacities.

(4) Freeman Associates serves as Counsel for the Issuer in connection with the issuance by the Issuer of its \$346,000 Water Facility Bond, Series 2002B (the "Bond").

(5) Tom Burkett now serves as the Treasurer of the Issuer.

(6) Where required, each of the aforesaid persons resides within the Issuer.

(7) A public meeting of the Board was duly called and held on March 12, 2002, at which meeting a quorum was present and acting throughout. Attached hereto is a true and correct copy of a resolution (the "Resolution") relating to the Bond which was duly adopted by the Board, by the affirmative vote of a majority of the members of the Board, at a public meeting duly called and held on March 12, 2002, at which meeting a quorum was present and acting throughout. The Resolution was adopted after such public hearing was duly advertised and held in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended. The minutes of such meeting set forth the name of each member of the Board who voted with respect to the Resolution and how such member voted with respect thereto.

(8) Such public hearing was held by the Board at 4:00 p.m. on January 22, 2002, in the Board of Supervisors Room, 121 Bagley Circle, Suite 100, Marion, Virginia. Notice of such hearing was published on January 5, 2002 and January 12, 2002 in the Smyth County News & Messenger, a newspaper having general circulation in the Issuer. Attached hereto is a copy of a certificate of publication of such notice from such newspaper. All persons present at such hearing were given the opportunity to present their views concerning the issuance of the Bond and the financing of the Project (as defined in the Resolution).

(9) The Resolution has not been altered, amended or rescinded and is as of the date hereof in full force and effect. The Board has adopted no other ordinances or resolutions that relate to the issuance and sale of the Bond other than the additional resolution or resolutions (if any) copies of which are attached hereto.

(10) The Bond has been duly prepared and executed on behalf of the Issuer pursuant to the Resolution. The Bond is payable as set forth in the Resolution and has been executed on behalf of the Issuer by the Chairperson or the Vice Chairperson, and its seal has been affixed thereon and attested by the Clerk.

(11) No further approval, consent or withholding of objection on the part of any regulatory body, federal, state or local, is required in connection with the issuance and delivery of the Bond by the Issuer.

(12) None of the members of the Board has a personal interest (as defined in Section 2.2-3101 of the Code of Virginia of 1950, as amended) in the Bond or in any transaction contemplated thereby or by the Resolution.

(13) No litigation of any kind is now pending or, to the best knowledge of the undersigned officers of the Board, threatened to restrain or enjoin the issuance or delivery of the Bond or the levy or collection of taxes to pay the principal of or interest thereon or in any manner questioning the proceedings and authority under which the Bond is issued or affecting the validity of the Bond, the title of the officers signing the Bond has not been contested, and no authority or proceedings for the issuance of the Bond have been repealed, revoked or rescinded.

(14) A true and correct copy of the Charter of the Issuer is attached hereto.

(15) The official seal of the Issuer is the same seal of which an impression appears below and on the Bond.

(16) On November 3, 1992, an election by the qualified voters of the Issuer was duly held on the question of whether the Issuer shall be treated as a city for the purpose of incurring debt and issuing bonds under the Public Finance Act of 1991. A majority of the qualified voters of the Issuer voting in such election voted in the affirmative on such question. Before such election was held, the Issuer made a timely submission with respect to such election to the United State Department of Justice (the "DOJ") pursuant to Section 5 of the Voting Rights Act of

1965, which submission contained all information required by, and otherwise complied with, the regulations promulgated under said Act. Attached hereto is a true and correct copy of a response to such submission, dated October 23, 1992, from the DOJ. Such response is the latest written or oral communication from the DOJ with respect to such submission.

(17) The Bond is being issued for the purpose of financing the acquisition and construction of the Issuer's Hutton Branch water facility. The Borrower will apply the proceeds from the issuance and sale of the Bond to pay, or to reimburse the Issuer for its payment of, the cost of such acquisition and construction and the cost of issuing the Bond.

(18) Dewberry & Davis has been designated as the Consulting Engineer (as defined in the Financing Agreement dated as of September 1, 2001 between the Issuer and the Virginia Resources Authority, as administrator of the Virginia Water Supply Revolving Fund) and is now serving as the Consulting Engineer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed on its behalf and its seal to be affixed hereto this _____ day of _____, 2002.

(SEAL)

SMYTH COUNTY, VIRGINIA

By _____
Chairperson of Board of Supervisors,
Smyth County, Virginia

By _____
Clerk of Board of Supervisors,
Smyth County, Virginia

The undersigned counsel to the Issuer hereby opines that the officers of the Issuer who have executed the foregoing certificate are the duly elected, qualified and acting incumbents of the offices set forth beneath their signatures thereto and that their signatures thereto are true and genuine.

Counsel, Smyth County, Virginia

RKE# 0730243.WPD-3
C/M: 103828-00001-01

-3-

Vote: 6 Yea

1 Absent (Staley)

Upon motion of Mr. Fullen, seconded by Mr. Perry, and duly carried, the Board approves a resolution authorizing the issuance and sale of the water facility bond, series 2002B of Smyth County, Virginia, in an amount not to exceed \$346,000 and providing for the form, details and payment thereof on the Hutton Branch Water Project as follows:

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE
WATER FACILITY BOND, SERIES 2002B,
OF SMYTH COUNTY, VIRGINIA
IN AN AMOUNT NOT TO EXCEED \$346,000 AND PROVIDING
FOR THE FORM, DETAILS AND PAYMENT THEREOF**

WHEREAS, pursuant to Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the "Act"), Smyth County, Virginia (the "Issuer") is empowered to acquire, construct, operate and maintain water systems and to issue its bonds to pay all or a part of the cost of acquiring and constructing any such systems or to carry out its other purposes; and

WHEREAS, pursuant to the Act, the Issuer is empowered to pledge for the payment of principal of and interest on such bonds certain of its revenues; and

WHEREAS, the Issuer desires to issue the Bond (as hereinafter defined) for the purpose of permanently financing the acquisition and construction of the Issuer's Hutton Branch water facility (the "Project"); and

WHEREAS, the United States of America has offered to purchase the Bond at the price and on the terms hereinafter provided;

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

1. It is hereby determined to be necessary and expedient for the Issuer to borrow an amount not to exceed \$346,000 to provide permanent financing for the acquisition and construction of the Project.

2. Pursuant to the Act, there is hereby authorized to be issued and sold a Water Facility Bond, Series 2002B, of the Issuer in a principal amount not to exceed \$346,000 (the "Bond").

3. After mature consideration of the method of sale of the Bond and current conditions of the municipal bond market, it is hereby determined that it is in the best interest of the Issuer and the Commonwealth of Virginia to accept the offer of the United States of America (hereinafter referred to as "USA") to purchase the Bond, which shall mature and bear interest as set forth below, and such offer is hereby accepted.

4. The Bond shall be a single fully registered Bond without coupons, shall be numbered R-1, shall be dated as of the date of its delivery to USA upon payment therefor, or upon payment of the first advance thereunder, as the case may be (the "Closing Date"), shall bear interest at the rate of four and one-half percent (4.5%) per year, and shall provide for payment of equal monthly installments of principal and interest combined of \$1,589.00 each, payable monthly on the same

day of the month as the Closing Date (such day of the month being referred to herein as the "Payment Day"), beginning on the twenty-fifth Payment Day following the Closing Date and continuing on each of the next 455 Payment Days thereafter, until paid. On the first and second anniversaries of the Closing Date, the Authority shall pay all interest then accrued on the Bond. If not sooner paid, the final installment, together with all other amounts payable hereunder and under the Bond, shall be due and payable on the Payment Day in the 480th month after the Closing Date. In the event the Closing Date occurs on the 29th, 30th or 31st of a month, the Payment Day shall be the 28th day of each month. The payment of every installment shall be applied first to interest accrued to the applicable Payment Date and then to principal. Installments and the aforesaid annual interest payments shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner of the Bond at its address as it appears on the registration books, except that the final installment shall be payable upon presentation and surrender of the Bond at the office of the County Administrator of the Issuer, who is hereby appointed Registrar.

At the request of USA, the Bond may be delivered as a fully registered Bond in the alternative form substantially as set forth in paragraph 7 providing for principal advances to be made from time to time by USA in an aggregate amount not to exceed \$346,000. An authorized officer of USA shall enter the amount and the date of each such principal advance in the certificate on the Bond when the proceeds of such advances are delivered to the Issuer. Each such principal advance shall bear interest from the date of such advance so entered on the Bond.

The Bond shall be registered in the name of the United States of America.

5. Installments of principal due on the Bond may be prepaid at the option of the Issuer at any time as a whole or in part from time to time, without premium, from the Revenues, as hereinafter defined, any balance remaining from the proceeds of the Bond following completion of the Project, any proceeds derived by the Issuer from the sale or other disposition of a portion of the Project, including the proceeds of insurance or condemnation awards, or any other source. Prepayment of installments of principal shall not affect the obligation of the Issuer to pay the remaining installments payable as provided in the preceding paragraph, so long as any principal amount of the Bond remains outstanding. The Issuer shall cause notice of such prepayment to be sent by registered or certified mail to the registered owner of the Bond at its address appearing on the registration books of the Registrar not less than thirty days prior to such prepayment date. If, pursuant to any other resolution or agreement of the Issuer, USA has the right to declare the outstanding principal amount of the Bond and any accrued interest thereon to be immediately due and payable, then, upon any such declaration, the Issuer shall promptly prepay the entire outstanding principal amount of the Bond, together with all interest accrued thereon. No notice shall be required to be given to the owner of the Bond in the case of a prepayment pursuant to the preceding sentence.

6. The Bond shall be signed by the Chairman or Vice Chairman of the Board of Supervisors of the Issuer (the "Board"), and the Issuer's seal shall be affixed thereto and attested by the Clerk of the Board.

7. The Bond shall be in substantially the following form:

No. R-1

\$346,000

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
SMYTH COUNTY, VIRGINIA
Water Facility Bond, Series 2002B

Smyth County, Virginia (the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to the United States of America, or registered assigns, the principal sum (equal to the aggregate amount of principal advances shown on the back hereof, but not to exceed the sum) of

THREE HUNDRED FORTY-SIX THOUSAND
DOLLARS (\$346,000)

and to pay to the registered owner hereof interest on the unpaid principal from the date [of each principal advance shown on the back] hereof until payment of the entire principal sum at the rate of four and one-half percent (4.5%) per year. On the first and second anniversaries of the date of this Bond (the "Closing Date"), the Issuer shall pay all interest then accrued on this Bond. On the same day of each month as the Closing Date (or if the Closing Date occurs on the 29th, 30th or 31st day of a month, on the 28th day of each month), beginning on such day of the month in the 25th month following the Closing Date, installments of principal and interest combined of \$1,589.00 each are payable, each payment to be applied first to the interest accrued to such payment date and then to principal. The final installment, if not sooner paid, shall be due and payable on the 456th such payment date. Installments shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner at its address as it appears on the registration books kept for that purpose at the office of the County Administrator of the Issuer, who has been appointed Registrar. The final installment of principal and interest shall be payable upon presentation and surrender hereof at the office of the Registrar.

* Alternative language to be used if USA requests provisions for principal advances.

This Bond has been authorized by a Resolution (the "Resolution") duly adopted by the Board of Supervisors of the Issuer on January 22, 2002, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including Title 15.2, Chapter 26, Code of Virginia of 1950, as amended (the "Act") to provide funds, together with other available funds, to pay the cost of acquiring and constructing the Project (as defined in the Resolution). This Bond has been issued pursuant to the Act and a resolution adopted under the Act.

The full faith and credit of the Issuer are pledged to the payment of this Bond and the interest hereon. In addition, the revenues and receipts derived by the Issuer from its water system (the "Revenues") have been pledged by the Issuer to secure payment of the principal of and interest on this Bond; provided that the Issuer shall have the right to use collected Revenues for the operating and maintenance expenses of such system. The priority of such pledge shall be as set forth in the Resolution (as the same may be altered pursuant to the Resolution).

This Bond is registered as to both principal and interest. Transfer of this Bond may be registered upon the registration books of the Registrar. Prior to due presentment for registration of transfer, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

Installments of principal due on this Bond may be prepaid at the option of the Issuer in whole or in part at any time, without premium. Prepayments of installments of principal shall not affect the obligation of the Issuer to pay the remaining installments payable as provided above, so long as any principal amount of the Bond remains outstanding. The Issuer shall cause notice of such prepayment to be sent by registered or certified mail to the registered owner hereof at its address appearing on the registration books of the Registrar not less than thirty days prior to any prepayment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the Chairman or Vice Chairman of its Board of Supervisors (the "Board"), its seal to be affixed hereto and attested by the Clerk of the Board and this Bond to be dated _____, 2002.

SMYTH COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST:

Clerk, Board of Supervisors

TRANSFER OF BOND

The transfer of this Bond may be registered by the registered owner or his duly authorized attorney upon presentation hereof to the Registrar, who shall make note of such transfer in books kept by the Registrar for that purpose and in the registration blank below.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF PRINCIPAL ADVANCES*

The amount and date of principal advances not to exceed the face amount hereof shall be entered hereon by an authorized officer of the United States of America when the proceeds of each principal advance are delivered to the Authority.

<u>Amount</u>	<u>Date</u>	<u>Authorized Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Transfer of the Bond may be registered upon books maintained for that purpose at the office of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

9. The full faith and credit of the Issuer are hereby pledged to the payment of the Bond and the interest thereon. In addition, to secure the payment of the principal of and interest on the Bond, the Issuer hereby pledges to USA all of the Issuer's right, title and interest to the revenues and receipts derived by the Issuer from the Issuer's water system (the "Revenues"). The

* Certificate of Principal Advances to be used if USA requests provision for principal advances.

foregoing pledge shall not preclude the Issuer from using collected Revenues, at any time, for the payment of the operating and maintenance expenses of such system (the "System"). This pledge shall be valid and binding from and after the execution and delivery of the Bond. The Revenues shall be immediately subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge shall have priority over all other obligations and liabilities of the Issuer; provided that such lien shall be on a parity with the lien of any pledge of the Revenues which (a) has heretofore been created to secure any obligation of the Issuer to USA or (b) has heretofore been created to secure the Issuer's Water Facility Bond, Series 2001C (the "Other Bond") in a principal amount not exceeding \$133,000 issued to the Virginia Resources Authority (the "Authority"), as the administrator of the Virginia Water Supply Revolving Fund. The lien of this pledge shall be valid and binding against all parties having claims of any kind against the Issuer regardless of whether such parties have notice of this pledge. The Issuer shall not, without the prior written consent of USA, pledge the Revenues to secure any obligation of the Issuer to any person other than USA or the Authority (with respect to the Other Bond only) unless the lien of such other pledge is explicitly made subordinate to the lien of the pledge hereby created. The Issuer represents that it has not heretofore pledged any of the Revenues for the benefit of any person other than USA or the Authority (with respect to the Other Bond only).

10. The Issuer shall establish and collect rates and charges with respect to the System sufficient, together with other funds available for such purposes, (a) to pay the principal of and interest on the Bond, and (b) to pay the cost of maintaining and operating the System. The Board shall levy and collect annually, at the same time and in the same manner as other taxes of the Issuer are assessed, levied and collected, a tax on all taxable property within the Issuer, over and above all other taxes, without limitation as to rate or amount, sufficient to pay when due the principal of and interest on the Bond to the extent other funds of the Issuer are not lawfully available and appropriated for such purpose.

11. The Chairman, Vice-Chairman and Clerk of the Board are hereby authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver the Bond to USA upon payment therefor. In the event the Bond is not issued and delivered during calendar year 2002, the Chairman, Vice Chairman and Clerk of the Board are hereby authorized and directed to change the series designation to such other year as may be appropriate at the time of its issuance.

12. The officers of the Issuer are hereby authorized and directed to execute, deliver and file such certificates and instruments, and to take such further action, as they may consider necessary or desirable in connection with the issuance of the Bond and the undertaking of the Project. Such instruments may include a document altering the priority of the interests of USA and the Authority with respect to all or any part of the Revenues which is set forth in paragraph 9, and such priority shall be governed by such document (if any), if such document shall be executed or otherwise consented to in writing by USA and the Authority.

13. The Issuer shall not cause or permit to be filed with respect to the Bond the statement provided for in Section 149(e)(2) of the Internal Revenue Code of 1986, as amended.

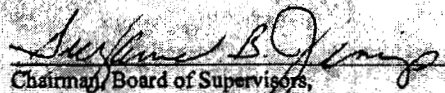
14. All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed except such ordinances and resolutions as may have been adopted by the Issuer at the specific request of USA as a condition to its purchase of the Bond.

15. A certified copy of this Resolution shall be filed in the Circuit Court of Smyth County, Virginia pursuant to Section 15.2-2607 of the Act.

16. This Resolution shall take effect immediately by the following recorded vote:

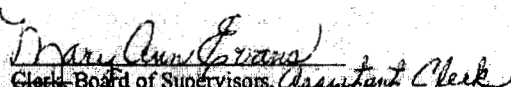
	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
J. S. Staley, Jr.	—	—	<u>x</u>
Donnie W. Fullen	<u>x</u>	—	—
Suzanne B. Jennings	<u>x</u>	—	—
Wade H. Blevins, Jr.	<u>x</u>	—	—
Michael D. Roberts	<u>x</u>	—	—
Marvin R. Perry	<u>x</u>	—	—
Darlene R. Neitch	<u>x</u>	—	—

Approved March 12, 2002.


 Chairman, Board of Supervisors,
 Smyth County, Virginia

The undersigned Clerk of the Board of Supervisors of Smyth County, Virginia (the "Board") hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board held on the 22nd day of January, 2002, and of the whole thereof so far as applicable to the matters referred to in such extract.

WITNESS my signature and the seal of the Board, this 12 day of
March, 2002.


 Clerk, Board of Supervisors, Assistant Clerk
 Smyth County, Virginia

(SEAL)

Vote: 6 Yea

1 Absent (Staley)

MARCH 2002 BILLS**AT&T**

Sheriff	103.51	39331
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ACME FRESH MARKET

Animal Control - Supplies & Food	110.75	
Animal Control - Supplies & Food	117.33	
	<hr/> 228.08	39332

AFTON COMMUNICATION CORP

Emergency Services - Pager	29.50	39333
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ALLTEL

Building Inspection	46.36	
Emergency Services	23.78	
Water Department	24.08	
County Administrator	45.98	
Juvenile Court	23.78	
County Engineer	22.23	
Community Planner	47.30	
Animal Control	22.23	
Convenience Station	144.64	
Landfill	63.16	
Water Department	36.14	
	<hr/> 499.68	39334

AMERICAN ELECTRIC POWER

Convenience Station	159.83	
Water Department	278.61	
Convenience Station	67.85	
Saltville Clinic	50.09	
	<hr/> 556.38	39335

AMSTERDAM PRINTING & LITHO

County Administrator - Labels	151.30	39336
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ANDERSON & ASSOCIATES

Community Development - GIS	2,528.00	
Data Processing - Maintenance	300.00	
Pro/Services Mapping	287.88	
Water Department - Allison Gap	30,437.37	
	<hr/> 33,553.25	39337

ANDERSON, A. J.

CSA Pool	600.00	39338
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ARCHER, DAWN

Social Services Board Member	50.00	39339
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ASHBY, WALTER & DREAMA

CSA Pool	215.00	39340
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ATWELL, ARCHIE

Planning Commission Board Member	50.00	
Mileage	14.30	
	<hr/> 64.30	39341

BAI MUNICIPAL SOFTWARE

Data Processing - Maintenance	600.00	39342
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BERRY HOME CENTERS, INC.

Refuse Collect - Landfill Maintenance	40.25	
Buildings & Grounds - Supplies	12.90	
County Office Building	112.48	
Water Department - Midway Pump Station	40.01	
Sheriff-Inmate	27.93	
	<hr/> 233.57	39345

BERRY IRON & METAL CO.

Refuse Collect - Tank Rental	15.68	
Refuse Collect - Landfill Maintenance	8.25	
	<hr/> 23.93	39346

BLEVINS MOTORS LLC

Moving Dental Unit	375.00	39347
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BLEVINS, DAN

Building Inspection - Board of Zoning Meeting	50.00	
Mileage	1.30	
	<hr/> 51.30	39348

BLEVINS, JAMES

Building Inspection - Mileage	22.10	
Building Inspection - Training	35.00	
	<hr/> 57.10	39350

BLEVINS, PAUL

Building Inspection - Board of Zoning Meeting	50.00	39351
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BLUE RIDGE COUNSELING

CSA Pool	400.00	39352
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BLUE RIDGE KNIVES

Sheriff - Vehicle Supplies	21.50	39353
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BOB BARKER CO, INC.

Jail - Sheets	172.85	39354
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BOBBY'S PRINTING SERVICE

Community Development - Business Cards(Manuel)	28.00	
Basic 911 - Business Cards (Shannon)	40.00	
Sheriff	158.00	
	<hr/> 226.00	39355

BOCA INTERNATIONAL, INC.

Building Inspection - Books	733.00	39356
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BREEN, JERRY

Sheriff - Vehicle Repair	4,583.75	39357
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BRISTOL OFFICE SUPPLY

General District Court - Maintenance	23.82	39358
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BRITTON, JOHN

Reissue of check #37011	30.00	39359
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BROWN, ADAM

Community Development - Mileage	268.13	39360
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BUCHANAN, J.E. "GENE"

Social Services Board Member	50.00	39361
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BURKE CONSULTING INC

BUSTER PARNELL SPREADING SERVICE

IDA - Spreading Lime	1,598.58	39364
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C.R. QUESENBERRY, INC.

County Administrator - Car Repair	12.00	
Sheriff - Car Repair	44.88	
Building Inspection - Car Repair	24.00	
County Engineer - Car Repair	12.00	
	<hr/> 92.88	39365

C.W. WARTHEN CO.

Clerk - Grant	4,455.11	
Clerk - Grant	332.71	
	<hr/> 4,787.82	39366

CARTER MACHINERY CO.

Refuse Collect - Landfill Maintenance	1,712.88	39367
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CATRON MACHINE & WELDING

Water Department - Midway Pump Station	125.00	39368
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CAVALIER EQUIPMENT CORP.

Convenience Station - Repair/Maintenance	174.61	39369
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CDW GOVERNMENT, INC.

Pro/Services Mapping	1,805.01	
Data Processing	14.49	
Data Processing	16.44	
Sheriff - Data Processing	113.49	
Landfill - Toner	110.45	
	<hr/> 2,059.88	39370

CHAMBER OF COMMERCE OF SMYTH COUNTY

IDA - Earth Bags	25.00	39371
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CLARK, CHARLIE

Building Inspection - Board of Zoning Meeting	50.00	
Mileage	15.60	
	<hr/> 65.60	39372

COM-TECH ENTERPRISES, INC.

Sheriff - Telephone	312.25	39373
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CONF.REGISTRAR-DIVISION OF CONTINUING ED.

Building Inspection - Zoning Adminis. And Board	975.00	39374
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COURTESY CHEVROLET

Sheriff - Car Repair	258.75	39375
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CRABTREE, ANNA

Building Inspection - Board of Zoning Meeting	50.00	
Mileage	3.90	
	<hr/> 53.90	39376

DAVIDSON'S TIRE

Motor Vehicle - Cost of Sales	35.00	39377
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DEAN, HARRY L.

IDA - 2 Meetings	100.00	39378
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DEBORD, MYRON

Planning Commission Board meeting	50.00	
Mileage	2.25	

DEPAUL FAMILY SERVICES

CSA Pool	1,000.00	39381
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DEPARTMENT OF INFORMATION TECHNOLOGY

Data Processing - Telecommunications	276.23	39382
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DIAMOND CAB

CSA Pool	70.00	39383
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A. SUSAN KEENE, O.D.

Jail - Medical	65.00	39384
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DR. ROBERT L. HALE

Jail Physician	658.23	39385
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DR. EMMETT V. RICHARDSON, III, D.D.S.

Jail - Dentist	96.00	39386
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DUTT & WAGNER OF VA, INC.

Jail - Food	318.59	39387
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EARTHGRAINS BAKING

Jail - Food	571.03	39388
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EMANUEL TIRE OF VA

Refuse Collect - Tire Recycling	1,000.00	39389
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EVANS, MARY ANN

County Administrator - Notary Fee	10.00	39390
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EVIDENT CRIME SCENE

Sheriff - Investigative	71.50	39391
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F-ONE CONSULTING, INC.

Criminal History Records - Grant #02-A3754CR99	5,560.00	39392
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FAMILY COMMUNITY NEWSPAPER

Board of Supervisor - Advertisement	131.25	
Sheriff - Advertisement	218.70	
Building Inspection - Zoning Advertisement	120.00	
Animal Control - Advertisement	135.00	
Planning Commission - Advertisement	120.00	
	<hr/> 724.95	39393

FAMILY PRESERVATION SERVICES

CSA Pool	141.00	39394
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FARMER'S MACHINE SHOP

Landfill - Landfill Maintenance	90.00	39395
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FEDEX

County Administrator - Postage	64.50	
Sheriff - Postage	58.75	
	<hr/> 123.25	39396

FLESHMAN, MONTIE E.

IDA - 2 Meetings	100.00	39397
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FOOD CITY #848

Jail - Food	300.23	39398
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FOOD CITY #848

Office on Youth - Board Mileage	47.84	39399
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FRANCIS BROS., INC.

Jail - Building Repair	840.90	
Animal Control - Building Repair	213.91	
Building Inspection	233.18	
	<hr/> 1,287.99	39402

FREDERICK G. GRIFFIN, P.C.

Communication Study	4,276.98	39403
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FREEMAN ASSOCIATES

Water Department - Legal	597.50	39404
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FRYE, JIMMY W.

Building Inspection - Board of Zoning Meeting	50.00	
Mileage	13.00	
	<hr/> 63.00	39405

FULLER & D'ALBERT, INC.

Jail - Film	656.55	39406
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GALL'S INC.

Sheriff - Car Repair	29.98	
Sheriff - Uniforms	149.13	
Animal Control - Evidence Tape	26.98	
Animal Control - Boots (Beth)	98.98	
	<hr/> 305.07	39407

GALLIMORE, BONNIE

CSA Pool	227.86	39408
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GETRONICS

Commonwealth Attorney - Maintenance	48.00	39409
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GOODPASTURE MOTOR CO., INC.

Refuse Collect - Vehicle Repair & Maintenance	68.89	39410
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GORDON FOOD SERVICE

Jail - Food	2,949.90	39411
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GPQ PACKAGING, INC.

County Administrator - Copier Paper	290.25	
Basic 911 - Copier Paper	32.25	
	<hr/> 322.50	39412

GRINSTEAD, PAUL L.

Planning Commission Board Meetings	100.00	
Mileage	9.10	
	<hr/> 109.10	39413

GRISSOM MOTOR PARTS, INC.

Sheriff - Vehicle Repair	97.31	
Building Inspection - Vehicle Repair	4.81	
Water Department - Vehicle Repair	35.04	
Landfill - Vehicle Repair	22.47	
	<hr/> 159.63	39414

GROSECLOSE, H. EUGENE

Planning Commission Board Member	50.00	
Mileage	6.50	
	<hr/> 56.50	39415

GUY, ROBERT E.

HANDI-CLEAN PRODUCTS

Jail - Cleaning Supplies	128.31	39418
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HESS, TOM

Social Services Board Member	50.00	39419
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HIGHLAND PGING INC.

Animal Control - Pagars	50.24	39420
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HOPKINS, TERESA

Circuit Court - Mileage	150.00	39421
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HUGHES SUPPLY INC.

Water Department - Beaver Creek	125.02	39422
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IBM

Data Processing - Maintenance	2,630.00	39423
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INSIGHT

Sheriff - Data Processing	412.00	39424
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J&G SALES, LTD

Animal Control - Ammo	77.43	39425
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J. L. WARREN, CLERK

Water Department - Recording Green Hill	176.00	39426
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JACK OWENS PLUMBING & HEATING

Jail - Building Repairs	225.00	39427
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JANIE HAMMIT CHILDREN'S HOME

CSA Pool	3,520.80	39428
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JIMMY L. WARREN, CLERK

Clerk - Postage	800.00	
Clerk - FICA	1,352.25	
	<hr/> 2,152.25	39429

JOBSITE JOHNNY

Refuse Collect - Pottie	55.00	
Convenience Station - Potties	495.00	
	<hr/> 550.00	39430

JONES, JOHN & BETTY

CSA Pool	1,073.50	39431
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KAY UNIFORMS #3

Sheriff - Uniforms	229.80	39432
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KELSAN INC.

Buildings & Grounds - Courthouse Cleaning Supplies	663.84	
Health Building - Cleaning Supplies	466.61	
County Office Building - Cleaning Supplies	962.12	
Jail - Cleaning Supplies	572.14	
	<hr/> 2,664.71	39433

KELL'S TRADING POST

Motor Vehicle - Cost of Sales	56.00	39434
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KING-FORD-CHRYSLER-PLYMOUTH-DODGE-JEEP

Sheriff - Car Repair	686.33	39435
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LANIER WORLDWIDE INC.

MACFARLAND, RHONDA

CSA Pool	198.00	
CSA Pool	615.00	
	<hr/> 813.00	39438

MARION FRAME & ALIGNMENT

Animal Control - Vehicle Repair	51.10	39439
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MARION OFFICE SUPPLY

Sheriff	87.50	
Sheriff	14.40	
	<hr/> 101.90	39440

MASSHAM, DEBORAH

CSA Pool	100.00	39441
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MAY, MIKE

Building Inspection - Board of Zoning Meeting	50.00	
Mileage	6.50	
	<hr/> 56.50	39442

MCCLURE, EARL

Planning Commission Board Member	50.00	
Mileage	6.50	
	<hr/> 56.50	39443

MCCONNELL, KELLY

Extension Office - Mileage	60.78	39444
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MCCORMICK, SCOTT & CLAUDINE

CSA Pool	1,591.07	39445
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MCGHEE

Animal Control - Meals	26.09	39446
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MINOLTA CORPORATION

Jail - Maintenance	106.30	39447
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MORGAN, SALLY

Community Development - Mileage	215.48	39448
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MT. ROGERS COMMUNITY SERVICES BOARD

CSA Pool	2,474.50	39449
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MT. ROGERS COMMUNITY SERVICES BOARD

Jail	147.00	39450
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MT. ROGERS COMMUNITY SERVICES BOARD

Second & Third Quarterly Payment	50,750.00	39451
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MT. ROGERS PLANNING DISTRICT COMMISSION

Pro/Services Mapping	264.04	
Hall Addition	287.40	
Water Department - Cedars/Hall	825.70	
	<hr/> 1,377.14	39452

MOUNT ROGERS SHELTER HOME

CSA Pool	140.00	39453
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MULLEN ARMY & NAVY

Landfill - Uniforms	159.00	39454
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NATIONAL CHEMICAL

NETACCESS OF VIRGINIA

Data Processing - Internet	225.00	39457
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NFPA

Building Inspection - Books	131.70	39458
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ODUM, ROBERT

Building Inspection - Board of Zoning Meeting	50.00	
Mileage	7.80	
IDA Board Meeting	50.00	
	<hr/> 107.80	39459

OFFICE MACHINES & SUPPLY CO.

Capital - Treasurer	2,400.00	
County Administrator	179.38	
Treasurer - Office Supplies	102.83	
Treasurer - Repairs	40.00	
Data Processing	124.96	
E-911	400.37	
Clerk - Capital (File Cabinets)	2,272.00	
General District Court	28.50	
Clerk	104.36	
Sheriff	131.19	
Dare	64.00	
Water Department	22.00	
Dispatch	25.20	
Jail	222.84	
Building Inspection	535.39	
Basic 911	52.38	
IDA - Name Plates	66.00	
County Engineer	110.29	
Community Development	40.00	
Car Tag Fund - Office Supplies	168.94	
Water Department	60.75	
Clerk	160.44	
	<hr/> 7,311.82	39460

ONE NUMBER INFORMATION SYSTEMS

Water Department - "Ms. Utility"	84.25	39461
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ONESTAR LONG DISTANCE

County Administrator - Telephone	1,239.27	39462
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OWENS, GARY W.

Building Inspection - Keys	7.66	
Meal	6.78	
	<hr/> 14.44	39463

P&T CONCRETE SUPPLY, INC.

Water Department - Midway Pump	518.80	39464
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PARKS, ROY

Convenience Station - Lease/Rent	1,000.00	39465
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PFG HALE

Jail - Food	5,045.01	39466
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PHOENIX SIGN & ADVERTISING

Pro/Services Mapping - Signs	1,141.00	39467
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PINES RESIDENTIAL TREATMENT CENTER

CSA Pool	3,920.00	39468
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PRO PAGE

General District Court - Magistrate Pager	49.95	
Juvenile Court - Pagers	28.25	
Sheriff - Pagers	692.56	
	<hr/> 770.76	39470

QUALITY FILING SYSTEMS, INC.

Clerk	382.50	39471
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QUILL CORPORATION

Clerk	489.65	
Victim Witness	677.56	
	<hr/> 1,167.21	39472

QUINLAN PUBLISHING GROUP

Building Inspection - subscription	84.78	39473
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RCI/DMX MUSIC

Board of Supervisors - Sound System	8,050.01	39474
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REGION I VIRGINIA BOCA

Buidling Inspection - Dues	40.00	39475
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RELIABLE OFFICE SUPPLIES

Commissioner of Revenue	77.35	39476
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RHEA, DARYL & MICHELLE

CSA Pool	430.00	39477
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ROBINSON, FARMER, COX ASSOCIATION

Audit	17,400.00	
IDA Audit	1,500.00	
	<hr/> 18,900.00	39478

RODZWIC, STEVE & TERRI

CSA Pool	296.00	39479
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ROMANS, BILL & TAMMY

CSA Pool	436.00	39480
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RUSH OIL COMPANY

County Administrator - Gas	364.72	
Sheriff - Gas	4,789.50	
Building Inspection - Gas	90.81	
Animal Control - Gas	524.80	
Water Department - Fuel	1,690.38	
Landfill - Fuel	209.38	
	<hr/> 7,669.59	39481

SALTVILLE AUTO SERVICE

Water Department	21.47	39482
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SALTVILLE PROGRESS

Animal Control - Advertisement	42.00	39483
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SALTVILLE RESCUE SQUAD

Water Department - Radio Exp.	180.00	39484
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SEYMORE 1 HOUR PHOTO

Animal Control - Film	38.80	39485
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THE SHERATON WEST HOTEL

SHERIFF R. DAVID BRADLEY - PETTY CASH

Transport Inmates	85.37	
Jail - Medicine	2.25	
	<u>322.24</u>	39487

SHREEVES SEPTIC SERVICE

Refuse Collect - Hauling	1,666.00	39488
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SMITH, CLARENCE F.

IDA Board Meeting (2 meetings)	100.00	39489
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SMYTH COUNTY ANIMAL HOSPITAL

Animal Control	97.45	39490
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SMYTH COUNTY COMMUNITY HOSPITAL

Jail - Medical	21.06	
CSA Pool	85.70	
	<u>106.76</u>	39491

SMYTH COUNTY DEPT. OF SOCIAL SERVICES**MASTERCARD**

CSA Pool	3.00	39492
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SMYTH COUNTY WATER AND SEWER

Convenience Station - Water	80.00	
Animal Control	71.24	
	<u>151.24</u>	39493

SMYTH COUNTY NEWS-MESSENGER

Sheriff/Inmate - Newspaper	217.00	39494
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SMYTH COUNTY SCHOOL BOARD

Sheriff - Car Repair	101.00	
Building Inspection - Vehicle Repair	7.00	
School Resource Manager	1,145.83	
	<u>1,253.83</u>	39495

SMYTH FARM BUREAU

Animal Control - Dog/Cat Food	308.17	39496
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SMYTH-BLAND REGIONAL LIBRARY

Library - Quarterly Payment	162,817.50	39497
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SMYTH-WASHINGTON REGIONAL INDUSTRIAL FACILITIES AUHORITY

IDA - SWIFA Park	1,635.00	39498
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SOUTHERN ELEVATOR COMPANY

Buildings & Grounds - Courthouse Maintenance	54.50	
Health Building - Maintenance	54.50	
County Office Building - Maintenance	51.00	
	<u>160.00</u>	39499

SPENCE, DIANE

Data processing - Gas	15.00	
Meals	24.82	
Telephone	15.18	
	<u>55.00</u>	39500

SPRINT

County Administrator	2,361.68	
Juvenile Court	276.97	
Convenience Station	90.29	
E-911 - Service Feature	3,287.33	
Landfill	186.23	
Animal Control	160.23	
Water Deptment	336.16	
County Extension	111.02	
Basic 911	44.85	
	<hr/> 6,854.76	39503

STAMPER, JIMMIE

IDA Board Meeting - (2 meetings)	100.00	39504
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STANDARD COFFEE SERVICE

Jail - Food	163.29	39505
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STREET, MANUEL

Community Development - Mileage	34.78	39506
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STRINGER, ED

Social Services Board Member	50.00	39507
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SUBURBAN PROPANE

Refuse Collect - Heating Fuel	510.24	39508
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SUNCOM

Sheriff - Telephone	781.00	39509
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SOUTHWESTERN VA MENTAL HEALTH INSTITUTE

County Office Building - Water/Sewer/Steam	1,714.41	39510
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SWIFA

IDA - Site Development	883.50	39511
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T.L. COMMUNICATIONS, INC.

Animal Control - Radio Exp.	160.00	
Emergency Services - Radio Installation	845.00	
	<hr/> 1,005.00	39512

TATE, JOHN H., JR.

County Attorney (2 mos. Dec. & Jan.)	4,037.50	39513
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TEATERS, NORMA

Office on Youth - Mileage	21.13	39514
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THOMAS BRIDGE WATER CORP.

Convenience Station	18.00	
Water Department	164.51	
	<hr/> 182.51	39515

THOMPSON & LITTON, INC.

IDA - Engineering - SWIFA Park	14,488.97	39516
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THOMPSON TIRE

Sheriff - Tires	63.30	
Building Inspection - Tires	322.62	
	<hr/> 385.92	39517

TOWN OF MARION (CON'T)

Health Building	202.45	
Jail	1,041.99	
	<u>1,319.88</u>	39519

TOWN OF MARION

Water Department - Water	27,080.67	39520
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TOWN OF RICHLANDS

Criminal History Records - Sheriffs Dept. Grant	23,240.00	39521
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TOWN OF SALTVILLE

Saltville Clinic	24.78	39522
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TOWN OF SALTVILLE

Water Department - Water	7,517.50	39523
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TREASURER OF VIRGINIA

Victim Witness - Registration	100.00	39524
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TREASURER OF VIRGINIA - SUPREME COURT

Clerk	240.00	39525
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TREASURER - SMYTH COUNTY

Treasurer - Postage	170.00	
Clerk - Postage	340.00	
Victim Witness - Postage	272.00	
Set-Off Debt	5.58	
	<u>787.58</u>	39526

TREASURER - SMYTH COUNTY

Water Department - Debt Reserve	714.70	
Water Department - Debt Reserve	2,612.10	
	<u>3,326.80</u>	39527

TRI-CITY BUSINESS MACHINES

County Administration - Maintenance	441.00	
Water Department - Maintenance	205.01	
	<u>646.01</u>	39529

TREASURER OF VIRGINIA - GENERAL SERVICES

Data Processing - Table	25.00	
Building Inspection - Table	25.00	
Surplus Equipment	1,005.00	
	<u>1,055.00</u>	39528

TRI-DIM FILTER CORP.

Buildings & Grounds - Courthouse Repair	163.21	39530
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TRIVETTE, HEATHER

.CSA Pool	1.00	39531
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TUCKER PRINTING, INC.

Commissioner of Revenue - Forms	59.50	39532
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TWO-WAY RADIO, INC.

Sheriff - Maintenance & Battery	775.44	
Animal Control - Radio Exp.	15.00	
	<u>790.44</u>	39533

VALLEY RICH DAIRY

Jail - Food	248.67	39537
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VENABLE, WAYNE

Planning Commission Board Member (2 meetings)	100.00	
Mileage	32.50	
	<u>132.50</u>	39538

VIRGINIA TRANE

Jail - Maintenance	60.00	
County Office Bldg. (Morison)	1,175.86	
Courthouse	1,175.22	
	<u>2,411.08</u>	39539

VISA

Data Processing	168.81	39540
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VML/VACO AEP STEERING COMMITTEE

Board of Supervisors	4,187.00	39541
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WADDLE, HEATHER

Data Processing	15.59	39542
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WALKER PAVING

Refuse Collect - Lease/Rent	511.95	39543
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WALMART COMMUNITY

Sheriff - Batteries	115.82	
Uniforms	16.62	
Kitchen Supplies	67.53	
Supplies	35.19	
Personal Supplies	14.06	
Dare	14.31	
Canteen Fund - TV's	159.76	
	<u>423.29</u>	39544

WALMART COMMUNITY

Victim Witness - Special Crime Victim Fund	22.58	39545
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WARD, VICKI

Social Services Board Member	50.00	39546
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WASHINGTON COUNTY IDA

IDA - Regional Park Site Development	206,580.53	39547
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WASTE MANAGEMENT

Refuse Collect	40,754.41	39548
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WATER PROFESSIONALS

Commonwealth Attorney - Water	30.47	39549
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WEST GROUP PAYMENT CENTER

Law Library	8,027.00	39550
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WILLIAMS, SUSAN

Victim Witness - Mileage	34.13	39551
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WMEV FM-AM

Landfill - Maintenance	21.25	
Water Department - Maintenance	21.25	
Emergency Services - Maintenance (2 months)	100.00	

XEROX CORPORATION

Treasurer - Maintenance	235.97	
Commonwealth Attorney - Maintenance	17.00	
	<u>252.97</u>	39555

VA DEPARTMENT OF TRANSPORTATION

Water Dept. - Permit Thomas Bridge Inter-connect	40.00	39556
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VA DEPARTMENT OF TRANSPORTATION

Water Dept. - Permit Hess	40.00	39557
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THOMPSON & LITTON, INC.

Water Department - Walkers Creek/Shannon Gap Well	2,885.64	39558
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SUBARV AMERICAN CREDIT

Commissioner of Revenue - Personal Property Refund	342.17	39559
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J. L. WARREN, CLERK

Water Department - Green Hill Sewer	224.00	39560
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J. L. WARREN, CLERK

Water Department - Green Hill Sewer	240.00	39561
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SUGAR GROVE LIFE SAVING CREW, INC.

Two-For-Life	3,424.75	39562
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MARION LIFE SAVING CREW, INC.

Two-For-Life	3,424.75	39563
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CHILHOWIE FIRE DEPARTMENT

Two-For-Life	3,424.75	39564
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SALTVILLE RESCUE SQUAD

Two-For Life	3,424.75	39565
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CHILHOWIE FIRE DEPARTMENT/EMS

Two-For-Life	6,726.13	39566
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SMYTH COUNTY WATER/SEWER

Cedars/Hall Addition - Reimburse County	6,666.52	101
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R.DAVID BRADLEY - PETTY CASH FUND

Social Security Account (window blinds)	20.37	104
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OFFICE MACHINES & SUPPLY CO.

Social Security Incentive - File Cabinet	142.00	105
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MIDATLANTIC STORAGE SYSTEMS, INC.

Hutton Branch - Request #2-RD Funds	84,645.00	1022
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DEWBERRY & DAVIS

Hutton Branch - RD Funds	VOID	1023
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DEWBERRY & DAVIS

Hutton Branch - RD Funds	9,909.80	1024
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CARDWELL, WILLIAM A.

Animal Control - Claim	85.00	201
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RURAL DEVELOPMENT (CON'T)

Staley Creek	1,739.00	
Bear Creek	338.00	
	<u>28,837.00</u>	Wire Trans

FICA

Board of Supervisors	210.83	
County Attorney	47.69	
County Administrator	751.35	
Commissioner of Revenue	710.98	
Treasurer	632.60	
Data Processing	298.15	
General Registrar	266.67	
Circuit Court	158.04	
Sheriff	7,922.82	
Office on Youth	142.56	
Commonwealth Attorney	1,206.46	
Building Inspection	651.65	
Animal Control	493.00	
E-911	580.58	
Emergency Services	42.31	
Motor Vehicle	151.71	
Refuse Collect	915.61	
Convenience Station	1,037.65	
Rye Valley Water	200.36	
Buildings & Grounds	166.46	
Health Building	82.81	
County Office Building	278.51	
Community Development	332.62	
County Engineer	257.39	
Extension Office	59.77	
CSA	139.40	
Water Department	943.23	
Victim Witness	164.27	
Incubator	220.72	
Basic 911	160.22	
	<u>19,226.42</u>	Wire Trans

FICA - MEDICARE

Board of Supervisors	49.30
County Attorney	11.16
County Administrator	175.72
Commissioner of Revenue	166.28
Treasurer	147.95
Data Processing	69.74
General Registrar	62.37
Circuit Court	36.97
Sheriff	1,852.94
Office on Youth	33.35
Commonwealth Attorney	282.16
Building Inspection	152.41
Animal Control	115.31
E-911	135.79
Emergency Services	9.90
Motor Vehicle	35.48
Refuse Collect	214.14
Convenience Station	242.68
Rye Valley Water	46.86
Buildings & Grounds	38.94

FICA - MEDICARE (CON'T)

Victim Witness	38.42
Incubator	51.62
Basic 911	37.47
	<hr/> 4,496.65

Wire Trans

TREASURER - SMYTH COUNTY - HEALTH INS.

County Attorney	762.78
County Administrator	977.28
Commissioner of Revenue	1,239.48
Treasurer	1,263.36
Data Processing	1,263.34
Circuit Court	238.36
Sheriff	18,830.90
Office on Youth	357.56
Commonwealth Attorney	1,525.56
Building Inspection	2,002.26
Animal Control	1,239.50
Refuse Collect	3,527.80
Rye Valley Water	762.78
Buildings & Grounds	762.78
Health Building	500.56
County Office Building	595.92
Community Development	1,263.34
CSA	238.36
E-911	2,431.36
Water Department	3,170.28
Basic 911	357.56
	<hr/> 43,311.12

Wire Trans

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	419.37
Office on Youth	7.80
Commonwealth Attorney	60.90
Building Inspection	35.80
Animal Control	25.50
E-911	28.25
Basic 911	8.74
Refuse Collect	50.05
Rye Valley Water	11.12
Buildings & Grounds	9.25
Health Building	4.70
County Office Building	11.44
Community Development	18.62
County Engineer	13.28
CSA	7.42
Water Department	47.48
Victim Witness	8.52
Incubator	10.67
	<hr/> 919.33

Wire Trans

KEITH, ROGER & RONNA K.

Green Hill Sewer Easement	200.00
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20622

TREASURER - SMYTH COUNTY - VRS (CON'T)

Circuit Court	157.64	
Clerk	1,068.96	
Sheriff	7,863.46	
Office on Youth	146.24	
Commonwealth Attorney	1,141.81	
Building Inspection	671.29	
Animal Control	478.22	
E-911	529.69	
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 Department	890.35	
Victim Witness	159.67	
Incubator	200.00	
	<u>20,567.71</u>	39634

TREASURER - SMYTH COUNTY - LIFE INSURANCE

Clerk	57.02	
Library	120.58	
	<u>177.60</u>	39635

 CHAIRMAN

VIRGINIA: At a special called meeting of the Smyth County Board of Supervisors
held at the County Administration Building on Thursday, March 21, 2002,
at 3:00 p.m.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; and Jeff Campbell.

The Chairperson called the meeting to order.

Upon motion of Mr. Roberts, seconded by Mr. Staley. and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following
Declaration of a Local Emergency:

WHEREAS, the Board of Supervisors of the County of Smyth does hereby find
that:

1. Due to heavy rain and wind storms on March 17, 2002, at 11:25 p.m., 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.

The Board expressed their appreciation to each Rescue and Fire Department for all their services during this time of emergency.

CHAIRMAN

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Administration Building on Thursday, March 28, 2002, at 7:00 p.m.

PRESENT: All Board Members save Mr. Roberts.

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

The Chairperson called the meeting to order.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Smyth County Planning Commission on the following matters:

- (1) A request by Cardinal Stone Company to rezone from Agriculture/Rural to Industrial a tract of land being 167.21 acres, identified by tax map number 48-A-5R, and located on Bear Creek Road.

Carl Yearick of Cardinal Stone spoke on behalf of the application to be rezoned.

No one else appeared to speak.

- (2) A request by D & D Contractors, Inc. for a Special Use Permit for an asphalt plant next to 415 Bear Creek Road. The property is identified by tax map number 48-A-5R.

Dickie Davenport of D & D Contractors Inc. spoke on behalf of his application.

No one else appeared to speak.

- (3) A request by Peggy Riggs to change the text of Section 3-3.2 of the Zoning Ordinance to add (f) Bed and Breakfast as a use permitted with a Special Use Permit in the Residential District.

Mrs. Riggs spoke in behalf of her application for an amendment to the text of the zoning ordinance. She also stated neighbors did not object.

No one else appeared to speak.

- (4) A request by Peggy Riggs for a Special Use Permit to operate a Bed and Breakfast at 250 Rolling Hills Drive, Marion, Virginia. The property is identified as tax map number 56H-1-24.

Mrs. Riggs spoke in behalf of her application for a Special Use Permit.

No one else appeared to speak.

The Chairperson for the Board of Supervisors declared the public hearing closed.

The Chairman for the Smyth County Planning Commission declared the public hearing closed.

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 \$797,700. The purpose of the proposed bond issue is to finance sewer facilities to provide service to the Green Hill/Shuler Hollow areas.

Marvin R. Perry stated that this is a much needed project.

No one else appeared to speak.

The Chairperson declared the public hearing closed.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget Committee recommendation for the Board to approve submission of applications to the Department of Criminal Justice Services for two School Resource Officers (Marion Middle School) Federal funds \$23,420 Local Match \$8,337 and (Northwood Middle School) Federal funds \$23,420 Local Match \$8,337 for fiscal year 2002 – 2003.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the Budget Committee recommendation for the following letter of support sent to the Lincoln Theatre, Inc. for state funding through the Local Government Challenge Grant: “At a meeting of the Smyth County Board of Supervisors held at the County Office Building on Thursday, March 28, 2002, the Board agreed to support the submission by the Lincoln Theatre, Inc. of a grant application for \$2,500 in state funding through the Local Government Challenge Grant and approved a local match of \$2,500 for fiscal year 2002 – 2003.”

Vote: 4 Yea

1 Absent (Roberts)

1 Abstention (Neitch)

Note: Suzanne Jennings abstained from voting on this matter as she is on the Lincoln Theatre Board.

The Board continued the matter of request for the Board to authorize payments up to appraised values in the amount of \$9,510 on the Green Hills/Shuler Hollow project out of the General Fund.

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board authorizes signing an application for water and sewer pipeline crossing of Norfolk Southern Railway on State Route 683. Project in connection with VDOT Smyth County Rest Area utilities improvements in the Groseclose area.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget Committee recommendation to approve submission of a renewal grant for the Victim Witness program in the amount of \$47,466 Federal Funds for fiscal 2002 – 2003 and \$48,904 Federal Funds for fiscal 2003 – 2004.

CHAIRMAN

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Office Building on Tuesday, April 9, 2002, at 12:00 Noon.

PRESENT: All Board Members.

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

The Chairperson called the meeting to order.

The invocation was led by Rev. Gary Trout and Pledge of Allegiance by Marvin R. Perry.

Introductions were made by Duncan McGregor of himself and Mike McCord, and Michael Carter, Public Works Director, introduced his employees.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves March 12, 2002 minutes as presented.

Upon motion of Ms. Neitch, seconded by Mr. Perry, and unanimously carried, the Board approves March 21, 2002 minutes as presented.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves March 28, 2002 minutes as presented.

During citizens time Catherine Cox appeared to request the sum of \$25,000 be allocated to the Museum of the Middle Appalachian for fiscal year 2002 – 2003. The Chairperson referred the matter to the Budget Committee for consideration.

Dixie Huff appeared during citizens time to discuss the proposed Nebo Convenience station. She stated she would like to see the Board vote on said matter. A petition was presented of citizens who stated they were in favor of said center being constructed.

Mary Margaret Justis, Director of the Lincoln Theatre, appeared to introduce herself.

Alan Slidel, Director, Smyth County Chamber of Commerce, appeared to invite the Board to the Salute to Industry Dinner on May 15th.

Earl McClure appeared to request the Board consider appointing a committee to study the Zoning Ordinance concerning procedures on Zoning Administration final authority...paragraph 8.2-1 of the Zoning Ordinance.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board approves and appropriates the sum of \$900,000.00 for General County expenditures during the month of April 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$375,000.00 for the Department of Social Services expenditures during the month of April 2002.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum \$2,952,426.00 for the Smyth County Schools Operations fund during the month of April 2002.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$300.00 for the Smyth County School Textbook fund during the month of April 2002.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$398,833.09 for the Smyth County School Capital Outlay and School Debt fund during the month of April 2002.

Steve Buston, Resident Engineer, Department of Transportation, presented a plaque in recognition of two groups who participated in the Adopt A Highway Program – Cregger & Taylor and Citizens of Stoney Battery.

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

resolution in Recognition of Older Americans Month and Adult Abuse Prevention Month:

WHEREAS, May is Older Americans Month and is recognized in the Commonwealth as Adult Abuse Prevention Month; and

WHEREAS, this designation provides a special opportunity to recognize and honor the many contributions to our community by older adults and incapacitated younger adults; and

WHEREAS, the mistreatment of vulnerable adults continues to be a social problem; and

WHEREAS, violence against the most vulnerable segment of the population causes harm to the whole.

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors recognize the month of May, 2002, as OLDER AMERICANS/ADULT ABUSE PREVENTION MONTH and calls upon all citizens to honor our older/incapacitated adults and to help prevent adult abuse.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the matter of Building Permit fees is referred to the Ordinance Committee for study and recommendation.

Board Members appointed the following to the Area Beautification Committee for the Chamber of Commerce:

Saltville District – Norma Marsh; Royal Oak District – Gaye Hart; Rye Valley District – Monnie Richardson; Atkins District – Ruth Hartsock; Chilhowie District – Sandy Davenport; Northfork District – Debbie Ogle.

The matter of appointment for the Park District (Alice Freeman) is continued.

The Board continued the following appointments:

Youth Advisory Board

Saltville – JoAnn D. Allison; Royal Oak – Kelly Owens; Park – Nina Crabtree;
Northfork – Chris Snider.

Federal Emergency Management Agency (1 Year)

M. Jay Hubble

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

WHEREAS, Saturday, April 20, 2002 has been selected in order to correspond with other clean-up activities scheduled throughout the state and in conjunction with Earth Day; 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 April 20, 2002 as "Smyth County Clean-Up Day."

The Board continues the following Board Matters:

1. Matter of collection of delinquent real estate taxes.
 2. Agreement with Comcast TV cable franchise in Smyth County.
 3. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.
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Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board approves the recommendation of the Smyth County Planning Commission that the Cardinal Stone's application to rezone their property from Agriculture/Rural to Industrial.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board approves the recommendation of the Smyth County Planning Commission that D & D Contractors, Inc. application for a special use permit to operate an asphalt plant on the Cardinal Stone property.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the matter of Peggy Riggs application to amend the text of the Zoning Ordinance by adding (f) Bed and Breakfast to Section 3-3.2 as recommended by the Smyth County Planning Commission, a public hearing is set at 3:00 p.m. on May 14th, 2002 Board of Supervisors meeting.

The matter of Peggy Riggs application for a special use permit to operate a Bed and Breakfast at 250 Rolling Hills Drive, Planning Commission recommends a special use permit for said Bed and Breakfast with the condition that it be limited to two bedrooms is continued.

Joe Blevins, Secretary of the Election Board, appeared to present the Board information concerning Handicap Accessible for Voting Precincts.

Following discussion, upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board referred said aforesated matter to the Building & Grounds Committee with power to act and oversight of said plan. The Board approves and appropriates a sum not to exceed \$20,000 for said work.

Dan Blevins appeared to inform the Board about a Zoning Certification Seminar he attended in Richmond, Virginia.

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

resolution and the County Administrator is authorized to sign said document on behalf of the Board of Supervisors:

Virginia RUS Instruction 1780

Exhibit B

Attachment 1

The governing body of the Smyth County Board of Supervisors, consisting of seven members, in a duly called meeting held on the 9th day of April, 2002, at which a quorum was present RESOLVED as follows:

BE IT HEREBY RESOLVED that, in order to facilitate obtaining financial assistance from the United States of America, acting by and through the Rural Utilities Service, an agency of the United States Department of Agriculture, (the Government) in the development of a sewer system to serve the community, the governing body does hereby adopt and abide by the covenants contained in the agreements, documents, and forms required by the Government to be executed.

BE IT FURTHER RESOLVED that the County Administrator of the County of Smyth be authorized to execute on behalf of the Smyth County Board of Supervisors the above referenced agreements and to execute such other documents including, but not limited to, debt instruments and security instruments as may be required in obtaining the said financial assistance.

This Resolution, along with a copy of the above reference documents, is hereby entered into the permanent minutes of the meeting of this Board.

Smyth County Board of Supervisors

By: _____

Title: County Administrator

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

GENERAL CERTIFICATE OF ISSUER

Smyth County, Virginia (the "Issuer") hereby certifies as follows:

(1) The Board of Supervisors of the Issuer (the "Board") consists of seven members. The Board members holding office at all times from January 1, 2002 to date and their terms of office are as follows:

<u>Board Member</u>	<u>Beginning of Term</u>	<u>End of Term</u>
J. S. Staley, Jr.	January 1, 2000	December 31, 2003
Donnie W. Fullen	January 1, 2000	December 31, 2003
Suzanne B. Jennings	January 1, 2000	December 31, 2003
Wade H. Blevins, Jr.	January 1, 2002	December 31, 2005
Michael D. Roberts	January 1, 2002	December 31, 2005
Marvin R. Perry	January 1, 2002	December 31, 2005
Darlene R. Neitch	January 1, 2000	December 31, 2003

(2) [REDACTED] S. Staley, Jr. [REDACTED] now serves as the Chairman [REDACTED] of the Board (the "Chairman [REDACTED]"). Donnie W. Fullen now serves as the Vice Chairman [REDACTED] of the Board (the "Vice Chairman [REDACTED]").

(3) Edwin B. J. Whitmore, III has been appointed by the Board, and now serves, as the Clerk of the Board (the "Clerk") and the County Administrator of the Issuer and serves at and during the pleasure of the Board in those capacities.

(4) Freeman Associates serves as Counsel for the Issuer in connection with the issuance by the Issuer of its \$797,700 Sewer Facility Bond, Series 2002C (the "Bond").

(5) Tom Burkett now serves as the Treasurer of the Issuer.

(6) Where required, each of the aforesaid persons resides within the Issuer.

(7) A public meeting of the Board was duly called and held on March 28, 2002, at which meeting a quorum was present and acting throughout. Attached hereto is a true and correct copy of a resolution (the "Resolution") relating to the Bond which was duly adopted by the Board, by the affirmative vote of a majority of the members of the Board, at such meeting, after a public hearing duly advertised and held in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended. The minutes of such meeting set forth the name of each member of the Board who voted with respect to the Resolution and how such member voted with respect thereto.

(8) Such public hearing was held by the Board at 7:45 p.m. on March 28, 2002, in the Board of Supervisors Room, 121 Bagley Circle, Suite 100, Marion, Virginia. Notice of such hearing was published on _____, 2002 and _____, 2002 in the Smyth County

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News & Messenger, a newspaper having general circulation in the Issuer. Attached hereto is a copy of a certificate of publication of such notice from such newspaper. All persons present at such hearing were given the opportunity to present their views concerning the issuance of the Bond and the financing of the Project (as defined in the Resolution).

(9) The Resolution has not been altered, amended or rescinded and is as of the date hereof in full force and effect. The Board has adopted no other ordinances or resolutions that relate to the issuance and sale of the Bond other than the additional resolution or resolutions (if any) copies of which are attached hereto.

(10) The Bond has been duly prepared and executed on behalf of the Issuer pursuant to the Resolution. The Bond is payable as set forth in the Resolution and has been executed on behalf of the Issuer by the Chairman [REDACTED] or the Vice Chairman [REDACTED], and its seal has been affixed thereon and attested by the Clerk.

(11) No further approval, consent or withholding of objection on the part of any regulatory body, federal, state or local, is required in connection with the issuance and delivery of the Bond by the Issuer.

(12) None of the members of the Board has a personal interest (as defined in Section 2.2-3101 of the Code of Virginia of 1950, as amended) in the Bond or in any transaction contemplated thereby or by the Resolution.

(13) No litigation of any kind is now pending or, to the best knowledge of the undersigned officers of the Board, threatened to restrain or enjoin the issuance or delivery of the Bond or the levy or collection of taxes to pay the principal of or interest thereon or in any manner questioning the proceedings and authority under which the Bond is issued or affecting the validity of the Bond, the title of the officers signing the Bond has not been contested, and no authority or proceedings for the issuance of the Bond have been repealed, revoked or rescinded.

(14) A true and correct copy of the Charter of the Issuer is attached hereto.

(15) The official seal of the Issuer is the same seal of which an impression appears below and on the Bond.

(16) On November 3, 1992, an election by the qualified voters of the Issuer was duly held on the question of whether the Issuer shall be treated as a city for the purpose of incurring debt and issuing bonds under the Public Finance Act of 1991. A majority of the qualified voters of the Issuer voting in such election voted in the affirmative on such question. Before such election was held, the Issuer made a timely submission with respect to such election to the United States Department of Justice (the "DOJ") pursuant to Section 5 of the Voting Rights Act of 1965, which submission contained all information required by, and otherwise complied with, the regulations promulgated under said Act. Attached hereto is a true and correct copy of a response to such submission, dated October 23, 1992, from the DOJ. Such response is the latest written or oral communication from the DOJ with respect to such submission.

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE
SEWER FACILITY BOND, SERIES 2002C,
OF SMYTH COUNTY, VIRGINIA
IN AN AMOUNT NOT TO EXCEED \$797,700 AND PROVIDING
FOR THE FORM, DETAILS AND PAYMENT THEREOF**

WHEREAS, pursuant to Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the "Act"), Smyth County, Virginia (the "Issuer") is empowered to acquire, construct, operate and maintain sewer systems and to issue its bonds to pay all or a part of the cost of acquiring and constructing any such systems or to carry out its other purposes; and

WHEREAS, pursuant to the Act, the Issuer is empowered to pledge for the payment of principal of and interest on such bonds certain of its revenues; and

WHEREAS, the Issuer desires to issue the Bond (as hereinafter defined) for the purpose of permanently financing the acquisition and construction of the Issuer's Green Hill sewer facility (the "Project"); and

WHEREAS, the United States of America has offered to purchase the Bond at the price and on the terms hereinafter provided;

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

1. It is hereby determined to be necessary and expedient for the Issuer to borrow an amount not to exceed \$797,700 to provide permanent financing for the acquisition and construction of the Project.
2. Pursuant to the Act, there is hereby authorized to be issued and sold a Sewer Facility Bond, Series 2002C, of the Issuer in a principal amount not to exceed \$797,700 (the "Bond").
3. After mature consideration of the method of sale of the Bond and current conditions of the municipal bond market, it is hereby determined that it is in the best interest of the Issuer and the Commonwealth of Virginia to accept the offer of the United States of America (hereinafter referred to as "USA") to purchase the Bond, which shall mature and bear interest as set forth below, and such offer is hereby accepted.
4. The Bond shall be a single fully registered Bond without coupons, shall be numbered R-1, shall be dated as of the date of its delivery to USA upon payment therefor, or upon payment of the first advance thereunder, as the case may be (the "Closing Date"), shall bear interest at the rate of four and one-half percent (4.5%) per year, and shall provide for payment of equal monthly installments of principal and interest combined of \$3,662.00 each, payable monthly on the same

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day of the month as the Closing Date (such day of the month being referred to herein as the "Payment Day"), beginning on the twenty-fifth Payment Day following the Closing Date and continuing on each of the next 455 Payment Days thereafter, until paid. On the first and second anniversaries of the Closing Date, the Authority shall pay all interest then accrued on the Bond. If not sooner paid, the final installment, together with all other amounts payable hereunder and under the Bond, shall be due and payable on the Payment Day in the 480th month after the Closing Date. In the event the Closing Date occurs on the 29th, 30th or 31st of a month, the Payment Day shall be the 28th day of each month. The payment of every installment shall be applied first to interest accrued to the applicable Payment Date and then to principal. Installments and the aforesaid annual interest payments shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner of the Bond at its address as it appears on the registration books, except that the final installment shall be payable upon presentation and surrender of the Bond at the office of the County Administrator of the Issuer, who is hereby appointed Registrar.

At the request of USA, the Bond may be delivered as a fully registered Bond in the alternative form substantially as set forth in paragraph 7 providing for principal advances to be made from time to time by USA in an aggregate amount not to exceed \$797,700. An authorized officer of USA shall enter the amount and the date of each such principal advance in the certificate on the Bond when the proceeds of such advances are delivered to the Issuer. Each such principal advance shall bear interest from the date of such advance so entered on the Bond.

The Bond shall be registered in the name of the United States of America.

5. Installments of principal due on the Bond may be prepaid at the option of the Issuer at any time as a whole or in part from time to time, without premium, from the Revenues, as hereinafter defined, any balance remaining from the proceeds of the Bond following completion of the Project, any proceeds derived by the Issuer from the sale or other disposition of a portion of the Project, including the proceeds of insurance or condemnation awards, or any other source. Prepayment of installments of principal shall not affect the obligation of the Issuer to pay the remaining installments payable as provided in the preceding paragraph, so long as any principal amount of the Bond remains outstanding. The Issuer shall cause notice of such prepayment to be sent by registered or certified mail to the registered owner of the Bond at its address appearing on the registration books of the Registrar not less than thirty days prior to such prepayment date. If, pursuant to any other resolution or agreement of the Issuer, USA has the right to declare the outstanding principal amount of the Bond and any accrued interest thereon to be immediately due and payable, then, upon any such declaration, the Issuer shall promptly prepay the entire outstanding principal amount of the Bond, together with all interest accrued thereon. No notice shall be required to be given to the owner of the Bond in the case of a prepayment pursuant to the preceding sentence.

6. The Bond shall be signed by the Chairman or Vice Chairman of the Board of Supervisors of the Issuer (the "Board"), and the Issuer's seal shall be affixed thereto and attested by the Clerk of the Board.

7. The Bond shall be in substantially the following form:

No. R-1

\$797,700

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
SMYTH COUNTY, VIRGINIA
Sewer Facility Bond, Series 2002C

Smyth County, Virginia (the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to the United States of America, or registered assigns, the principal sum [equal to the aggregate amount of principal advances shown on the back hereof, but not to exceed the sum] of

SEVEN HUNDRED NINETY-SEVEN THOUSAND
SEVEN HUNDRED DOLLARS (\$797,700)

and to pay to the registered owner hereof interest on the unpaid principal from the date [of each principal advance shown on the back] hereof until payment of the entire principal sum at the rate of four and one-half percent (4.5%) per year. On the first and second anniversaries of the date of this Bond (the "Closing Date"), the Issuer shall pay all interest then accrued on this Bond. On the same day of each month as the Closing Date (or if the Closing Date occurs on the 29th, 30th or 31st day of a month, on the 28th day of each month), beginning on such day of the month in the 25th month following the Closing Date, installments of principal and interest combined of \$3,662.00 each are payable, each payment to be applied first to the interest accrued to such payment date and then to principal. The final installment, if not sooner paid, shall be due and payable on the 456th such payment date. Installments shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner at its address as it appears on the registration books kept for that purpose at the office of the County Administrator of the Issuer, who has been appointed Registrar. The final installment of principal and interest shall be payable upon presentation and surrender hereof at the office of the Registrar.

*Alternative language to be used if USA requests provisions for principal advances.

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This Bond has been authorized by a Resolution (the "Resolution") duly adopted by the Board of Supervisors of the Issuer on March 28, 2002, and is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including Title 15.2, Chapter 26, Code of Virginia of 1950, as amended (the "Act") to provide funds, together with other available funds, to pay the cost of acquiring and constructing the Project (as defined in the Resolution). This Bond has been issued pursuant to the Act and a resolution adopted under the Act.

The full faith and credit of the Issuer are pledged to the payment of this Bond and the interest hereon. In addition, the revenues and receipts derived by the Issuer from its sewer system (the "Revenues") have been pledged by the Issuer to secure payment of the principal of and interest on this Bond; provided that the Issuer shall have the right to use collected Revenues for the operating and maintenance expenses of such system. The priority of such pledge shall be as set forth in the Resolution (as the same may be altered pursuant to the Resolution).

This Bond is registered as to both principal and interest. Transfer of this Bond may be registered upon the registration books of the Registrar. Prior to due presentment for registration of transfer, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

Installments of principal due on this Bond may be prepaid at the option of the Issuer in whole or in part at any time, without premium. Prepayments of installments of principal shall not affect the obligation of the Issuer to pay the remaining installments payable as provided above, so long as any principal amount of the Bond remains outstanding. The Issuer shall cause notice of such prepayment to be sent by registered or certified mail to the registered owner hereof at its address appearing on the registration books of the Registrar not less than thirty days prior to any prepayment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the Chairman or Vice Chairman of its Board of Supervisors (the "Board"), its seal to be affixed hereto and attested by the Clerk of the Board and this Bond to be dated _____, 2002.

SMYTH COUNTY, VIRGINIA

By _____
Chairman, Board of Supervisors

(SEAL)

ATTEST:

Clerk, Board of Supervisors

RKE# 0737448.VPD
CAM: 103926-00001-01

...pledge shall not preclude the Issuer from using collected Revenues, at any time, for the payment of the operating and maintenance expenses of such system (the "System"). This pledge shall be valid and binding from and after the execution and delivery of the Bond. The Revenues shall be immediately subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge shall have priority over all other obligations and liabilities of the Issuer, provided that such lien shall be on a parity with the lien of any pledge of the Revenues which (a) has heretofore been created to secure any obligation of the Issuer to USA or (b) has heretofore been created to secure the Issuer's Water Facility Bond, Series 2001C (the "Other Bond") in a principal amount not exceeding \$133,000 issued to the Virginia Resources Authority (the "Authority"), as the administrator of the Virginia Water Supply Revolving Fund. The lien of this pledge shall be valid and binding against all parties having claims of any kind against the Issuer regardless of whether such parties have notice of this pledge. The Issuer shall not, without the prior written consent of USA, pledge the Revenues to secure any obligation of the Issuer to any person other than USA or the Authority (with respect to the Other Bond only) unless the lien of such other pledge is explicitly made subordinate to the lien of the pledge hereby created. The Issuer represents that it has not heretofore pledged any of the Revenues for the benefit of any person other than USA or the Authority (with respect to the Other Bond only).

10. The Issuer shall establish and collect rates and charges with respect to the System sufficient, together with other funds available for such purposes, (a) to pay the principal of and interest on the Bond, and (b) to pay the cost of maintaining and operating the System. The Board shall levy and collect annually, at the same time and in the same manner as other taxes of the Issuer are assessed, levied and collected, a tax on all taxable property within the Issuer, over and above all other taxes, without limitation as to rate or amount, sufficient to pay when due the principal of and interest on the Bond to the extent other funds of the Issuer are not lawfully available and appropriated for such purpose.

11. The Chairman, Vice Chairman and Clerk of the Board are hereby authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver the Bond to USA upon payment therefor. In the event the Bond is not issued and delivered during calendar year 2002, the Chairman, Vice Chairman and Clerk of the Board are hereby authorized and directed to change the series designation to such other year as may be appropriate at the time of its issuance.

12. The officers of the Issuer are hereby authorized and directed to execute, deliver and file such certificates and instruments, and to take such further action, as they may consider necessary or desirable in connection with the issuance of the Bond and the undertaking of the Project. Such instruments may include a document altering the priority of the interests of USA and the Authority with respect to all or any part of the Revenues which is set forth in paragraph 9, and such priority shall be governed by such document (if any), if such document shall be executed or otherwise consented to in writing by USA and the Authority.

13. The Issuer shall not cause or permit to be filed with respect to the Bond the statement provided for in Section 149(e)(2) of the Internal Revenue Code of 1986, as amended.

14. All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed except such ordinances and resolutions as may have been adopted by the Issuer at the specific request of USA as a condition to its purchase of the Bond.

15. A certified copy of this Resolution shall be filed in the Circuit Court of Smyth County, Virginia pursuant to Section 15.2-2607 of the Act.

16. This Resolution shall take effect immediately by the following recorded vote:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>
J. S. Staley, Jr.	—	—	—
Donnie W. Fullen	—	—	—
Suzanne B. Jennings	—	—	—
Wade H. Blevins, Jr.	—	—	—
Michael D. Roberts	—	—	—
Marvin R. Perry	—	—	—
Darlene R. Neitch	—	—	—

Approved _____, 2002.

Chairman, Board of Supervisors,
Smyth County, Virginia

The undersigned Clerk of the Board of Supervisors of Smyth County, Virginia (the "Board") hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board held on the 28th day of March, 2002, and of the whole thereof so far as applicable to the matters referred to in such extract.

WITNESS my signature and the seal of the Board, this ____ day of _____, 2002.

Clerk, Board of Supervisors,
Smyth County, Virginia

(SEAL)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board agreed to enter into executive session to consult with legal counsel concerning possible litigation as outlined in Section 2.1-344 (a) (7) of the Code of Virginia, as amended.

The Chairperson declared the executive session ended.

Vote: 7 Yea

0 Nay

Upon motion of Mr. Fullen, seconded by Mr. Staley, 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 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

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the County Attorney for the Water Department is directed to make an offer for the outstanding parcels left on the Green Hill/Shuler Hollow project, said citizens to be given twelve (12) days to respond from date of said letter.

Status reports were given on the following projects:

Hutton Branch; Allison Gap; Shannon Gap/Walkers Creek Wells; Watson Gap Interconnect; I-81 VDOT Rest Area.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider adoption of an ordinance pursuant to Section 46.1-752 (a4) and (A5) of the Code of Virginia to provide for one free county sticker or decal per active member of a volunteer rescue squad or volunteer fire department recognized by Smyth County, Virginia.

No one appeared to speak.

The Chairperson declared the public hearing closed.

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

Amendments to §54-69 of the County Code of Smyth County:

The Board of Supervisors herewith adopts an ordinance for volunteer firefighters and volunteer rescue squad members, exempting these persons from the payment of the license tax imposed under §54-68, and therefore amends §54-69 as follows:

Amendment No. 1. Title. §54-69. Current language: "Certain disabled veterans exempted."

Amended language: Exemptions from the annual license tax.

Amendment No. 2. Renumber the current paragraph to Subsection (a).

(b) Insert a new paragraph as follows:

No license tax prescribed in this article shall be required for any one (1) motor vehicle owned and personally used by a certified active member of a volunteer rescue squad or volunteer fire department unit within the County of Smyth, so long as such organization has been recognized by Smyth County, Virginia. In order to secure this exemption, the volunteer must make proper application to the Treasurer of Smyth County on a form provided by the Treasurer which certifies the qualifications of the applicant to receive this exemption. The applicant must have paid any and all personal property taxes due to Smyth County, Virginia. Either the chief of the volunteer fire department or the captain of the respective rescue squad must certify, in writing, to the Treasurer of Smyth County, that the applicant is qualified to receive this exemption. Upon meeting these qualifications, the Treasurer of Smyth County shall issue a free County sticker or decal to the applicant.

No other changes are made to Division 2 – Annual Licenses Tax or §54-69 by this ordinance.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors approves the following
warrant listing in the amount of \$469,260.06 from the appropriate fund account:

APRIL 2002 BILLS**JURORS (CIVIL)**

Atkins, Sherry L.	30.00	39649
Barton, Joann H.	60.00	39658
Blevins, Alan Glen	60.00	39667
Blevins, Danny W.	30.00	39669
Blevins, Ernest A.	30.00	39665
Blevins, Mary K.	30.00	39672
Blevins, Philip L.	60.00	39664
Blevins, Richard Allen	30.00	39674
Brown, Tammy Jo	60.00	39685
Call, Richard Allen	60.00	39689
Carrico, Sherry Lynn	90.00	39693
Carter, Kristen Lamie	60.00	39695
Coulthard, Michael B.	60.00	39716
Davidson, Michael Wayne	60.00	39724
Earp, Julie P.	60.00	39736
Grissom, Sue P.	30.00	39768
Hunt, Amy M.	30.00	39786
Martin, Lacinda D.	60.00	39809
Null, Ronald Wayne	30.00	39834
Olinger, Maria C.	30.00	39839
Poston, Darcie	30.00	39850
Sexton, Thomas K.	60.00	39871
Smith, Stacie Allison	60.00	39881
Surber, Sandra M.	60.00	39895
Umbarger, Linda Riffey	60.00	39928
Walker, James Alan	30.00	39944
Webb, Joseph W.	60.00	39951
Wood, Treva M.	60.00	39960
Myers, Kristie Kay	60.00	39824
Roberts, Jeannie S.	60.00	39861
Marshall, Jennifer	60.00	39807
Wilson, Cheryl Ann	60.00	39958
Dvorak, Frances S.	30.00	39735
Farris, Dennis	30.00	39745

AT&T

Sheriff	24.49	39636
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ADAMS-HEATH ENGINEERING, INC.

Water Department - Thomas Bridge Interconnection	11,300.00	39637
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ADELPHIA

Sheriff-Inmate	180.00	39638
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AFTER PROM PARTY - MARION SENIOR HIGH

Board of Supervisors - Donation	1,000.00	39639
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AFTON COMMUNICATIONS CORP

Emergency Services - Pager	29.50	39640
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ALLISON, MICHAEL B. & LINDA

Allison Gap Sewer System Extension	50.00	39641
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ALLTEL

Refuse Collect	66.71	
Convenience Station	144.64	

AMERICAN ELECTRIC POWER

Convenience Station	35.57	
Jail	2,392.64	
Animal Control	713.51	
Refuse Collect	391.94	
Convenience Station	215.90	
Buildings & Grounds	1,552.57	
Health Building	1,335.79	
County Office Building	1,491.67	
IDA	22.05	
Water Department	431.52	
	<hr/> 8,583.16	39643

ANDERSON & ASSOCIATES

GIS	5,530.00	39644
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ANDERSON & ASSOCIATES

Water Department - Allison Gap	28,887.93	39645
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APPLIANCE PARTS & SERVICE

Jail - Stove Repair	30.00	39646
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ARCHER, DAWN

Social Services Board member	50.00	39647
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ASHBY, WALTER & DREAMA

CSA Pool	215.00	39648
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ATLANTIC ELECTION SERVICES, INC.

General Registrar - Machine Supplies	132.34	39650
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ATWELL, ARCHIE

Planning Commission Board Member	50.00	
Mileage	14.30	
	<hr/> 64.30	39651

AZ COMMERCIAL

Sheriff - Car Repair	223.93	39652
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BAI MUNICIPAL SOFTWARE

Data Processing - Capital	2,400.00	39653
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BANGLE, JO M.

Circuit Court Grand Juror	30.00	39654
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BARBROW, HELEN W.

Circuit Court Grand Juror	30.00	39655
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BARRETT, CONNIE VENABLE

Allison Gap Sewer System Extension	50.00	39656
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BARRETT, JEFFREY A. & DEBORAH

Allison Gap Sewer System Extension	50.00	39657
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BARTON, MICHAEL L.

Circuit Court Grand Juror	30.00	39659
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BEATY, JOE & AMELIA BLAND

CSA Pool	644.00	39660
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BERRY HOME CENTERS, INC.

Refuse Collect - Landfill Maintenance	36.79	
Water Department - Supplies	788.12	

BLANKENBECKLER, DEBBIE

Sheriff-Inmate (2 mos. Newspaper)

22.80

39663

BLEVINS MOTORS

Moving Dental Unit

375.00

39666

BLEVINS, DAN

Zoning Board

50.00

Mileage

1.30

51.30

39668

BLEVINS, DENNIS R.

Planning Commission Board Member

50.00

Mileage

2.60

52.60

39670

BLEVINS, JAMES

Building Inspection - Mileage

44.20

39671

BLEVINS, PAUL

Zoning Board

50.00

39673

BLEVINS, RITA

Circuit Court Grand Juror

30.00

39675

BLUE RIDGE COUNSELING

CSA Pool

200.00

39676

BLUE RIDGE KNIVES

Sheriff - Car Repair

74.10

39677

BOBBY'S PRINTING SERVICE

Sheriff - Time Sheets

95.00

39678

BORDWINE, CHARLES D. & EVA J.

Allison Gap Sewer System Extension

50.00

39679

BOTTOMS UP

CSA Pool

199.25

39680

BRISTOL HERALD COURIER

Board of Supervisors - Advertisement

810.00

39681

BRISTOL OFFICE SUPPLY INC.

General District Court - Maintenance

30.35

39682

BROOKS, JOY S.

Commissioner of Revenue - Stapler

19.79

Meal

7.52

27.31

39683

BROWN, ADAM

Community Development - Mileage

375.38

39684

BUCHANAN, J.E. "GENE"

Social Services Board Member

50.00

39686

C. R. QUESENBERRY, INC.

County Administrator - Oil

15.00

Data Processing - Oil

15.00

Sheriff - Oil

48.84

Building Inspection - Oil

15.00

<u>CAMPBELL, JAMES "HAL"</u>		
Circuit Court Grand Juror	30.00	39690
<u>CARDINAL STONE COMPANY</u>		
Water Department - Stone	111.28	39691
<u>CARDWELL, WILLIAM & LINDA</u>		
Allison Gap Sewer System Extension	50.00	39692
<u>CARTER MACHINERY CO., INC.</u>		
Refuse Collect - Vehicle Exp.	399.07	39694
<u>CARTER, SHIRLEY K.</u>		
Circuit Court Grand Juror	30.00	39696
<u>CATRON, JAMES P. & ARTIE LEA</u>		
Allison Gap Sewer System Extension	50.00	39697
<u>CATRON, JAMES P. & ARTIE M.</u>		
Allison Gap Sewer System Extension	50.00	39698
<u>CATRON, JAMES P. & ARTIE M.</u>		
Allison Gap Sewer System Extension	50.00	39699
<u>CAVALIER EQUIPMENT CORP.</u>		
Refuse Collect - Vehicle Repair	1,865.23	39700
<u>CDW GOVERNMENT, INC.</u>		
Sheriff - Data Processing	41.49	
E-911 - Data Processing Supplies	41.49	
Morison Building - Maintenance Supplies	586.66	
	<hr/> 669.64	39701
<u>CHAPMAN, KENNETH E.</u>		
Allison Gap Sewer System Extension	50.00	39702
<u>CHAPMAN, RICKY ALLEN</u>		
Allison Gap Sewer System Extension	50.00	39703
<u>CHILHOWIE ANIMAL CLINIC</u>		
Animal Control	66.00	39704
<u>CHILHOWIE HIGH SCHOOL - PROJECT GRADUATION</u>		
Board of Supervisors - Donation	1,000.00	39705
<u>CITY OF ROANOKE</u>		
Office on Youth - Training	20.00	39706
<u>COLLINS EQUIPMENT CO.</u>		
Water Department - Supplies	376.70	39707
<u>COLLINS, BOBBY LEE & GLADYS G.</u>		
Allison Gap Sewer System Extension	50.00	39708
<u>COLLINS, EDWARD L. & HOPE</u>		
Allison Gap Sewer System Extension	50.00	39709
<u>COLLINS, GOLDIE</u>		
Allison Gap Sewer System Extension	50.00	39710
<u>COLLINS, JAMES & JACQUALEAN</u>		
Allison Gap Sewer System Extension	50.00	39711

COM-TECH ENTERPRISES, INC.

Jail - Building Repairs	219.25	39714
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COPENHAVER, HARLOE

Convenience Station - Lease	1,000.00	39715
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COWAN, SHERRY I.

Allison Gap Sewer System Extension	50.00	39717
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CRABTREE, ANNA

Zoning Board	50.00	
Mileage	3.90	
	<hr/> 53.90	39718

CREGGER, JOHN H. & FRANCES

Allison Gap Sewer System Extension	50.00	39719
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CROSS COUNTRY UNIVERSITY

Office on Youth - Training	238.00	39720
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DARE AMERICAN MERCHANDISE

Sheriff Dept. Dare Fund	451.65	39721
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DAVIDSON'S TIRE

Motor Vehicle - Cost of Sales	525.00	39722
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DEAN, HARRY L.

Circuit Court Grand Juror	30.00	39725
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DEBORD, MYRON

Planning Commission Board Member	50.00	
Mileage	3.25	
	<hr/> 53.25	39726

DEPAUL FAMILY SERVICES

CSA Pool	2,422.32	39727
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DEVER, MITCHELL F.

Allison Gap Sewer System Extension	50.00	39728
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DICKSON, CHARLES B.

Circuit Court Grand Juror	30.00	39729
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DON & COMPANY, INC.

Green Hill/Shuler Hollow	1,200.00	39730
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DR. ROBERT L. HALE

Jail Physician	658.23	
Medical Examiner	150.00	
	<hr/> 808.23	39731

DR. EMMETT V. RICHARDSON, III, DDS

Jail Dentist	399.00	39732
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DRAPER ADEN ASSOCIATES

Refuse Collect - Probe 2 Replacement	341.06	
Solid Waste - Gas Monitoring	1,154.36	
	<hr/> 1,495.42	39733

DUTT & WAGNER OF VA

Jail - Food	480.69	39734
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EARTHCRANS BAKING CO

ELEVATING EQUIP. INSPECTION SERVICE (CON'T)

Jail - Inspection	95.00	
	<hr/> 285.00	39739

EVANS, THOMAS J., JR. & PATSY D.

Allison Gap Sewer System Extension	50.00	39740
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EVANS, VANESSA L.

Circuit Court Grand Juror	40.00	39741
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EXEGETICS INC.

Jail - Annual Maintenance	3,675.00	39742
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FAMILY COMMUNITY NEWSPAPER

Board of Supervisor - Advertisement	322.50	
Water Department - Advertisement	150.00	
Zoning Advertisement	270.00	
Sheriff - Dare Fund - Advertisement	260.00	
	<hr/> 1,002.50	39743

FAMILY PRESERVATION SERVICES

CSA Pool	1,813.25	39744
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FEDEX

County Administrator - Postage	12.56	
Sheriff - Postage	37.17	
Community Development - Postage	12.50	
	<hr/> 62.23	39746

FIELDS, BOBBY K.

Allison Gap Sewer System Extension	50.00	39747
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FIRST UNION NATIONAL BANK

County Administrator - Safe Deposit Rent	50.00	39748
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FOOD CITY #848

Jail - Medical	64.26	
Jail Food	299.96	
Youth Office	123.81	
	<hr/> 488.03	39749

FOOD CITY PHARMACY

Jail - Medicine	2,254.75	39750
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FOSTER, EDDIE D.

Social Services Board Member	50.00	39751
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FOX WINDOW & AWNING CO.

Buildings & Grounds - Courthouse Repairs	45.00	39752
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FRANCIS BROS. INC.

Buidlings & Grounds - Courthouse Supplies	111.16	
Health Building - Supplies	29.49	
County Office Building - Supplies	6.60	
Jail - Supplies	64.25	
Health Building - Supplies	218.40	
Water Department - Supplies	3.78	
	<hr/> 433.68	39753

FREDERICK G. GRIFFIN, P.C.

Communications Study	95.00	39754
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FREE SERVICE TIRE CO

HAUVER'S COMPUTER SERVICES

Data Processing	184.90	
Commonwealth Attorney	55.00	
Basic 911	13.25	
	<hr/> 253.15	39774

HAYES CARPET SALES & SERVICE

Health Department - Carpet	10,244.00	39775
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HIGHLAND PAGING INC.

Animal Control - Pagers	50.24	39776
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HIGHLANDS JUVENILE DETENTION CENTER COMM

Juvenile Court - Alternatives	1,666.67	39777
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HIGHLANDS JUVENILE DETENTION CENTER COMM

Juvenile Court - Operations	6,980.83	39778
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HOGSTON, GARLAND & PEGGY A.

Allison Gap Sewer System Extension	50.00	39779
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HOGSTON, HARRY R. & DORIS L.

Allison Gap Sewer System Extension	50.00	39780
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HOGSTON, JAMES GREGORY

Allison Gap Sewer System Extension	50.00	39781
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HOLLEY, MARVIN E.L. & CATHY L.

Allison Gap Sewer System Extension	50.00	39782
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HOLLEY, OLIVER E. & ELSIE S.

Allison Gap Sewer System Extension	50.00	39783
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HOPKINS, TERESA

Circuit Court - Mileage	150.00	39784
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HUGHES SUPPLY INC. (MIDWEST)

Water Department - Supplies	2,894.50	39785
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INSTITUTIONAL JOBBERS

Jail - Food	255.43	39787
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JACKSON CREEK MFG., INC.

Animal Control - Cat Traps	218.88	39788
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JACK, ERNEST A., ETAL

Allison Gap Sewer System Extension	50.00	39789
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JANIE HAMMIT CHILDREN'S HOME

CSA Pool	3,899.85	39790
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JERRY'S TYPEWRITER SERVICE

Clerk	175.00	39791
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WARREN, JIMMY L.

Circuit Court - Fica	1,351.58	
Postage for Jury Service	216.00	
Walmart - Supplies	17.89	
Virginia Review Directory	72.45	
	<hr/> 1,657.92	39792

JOBSITE JOHNNY

Landfill - Pottie	55.00	
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JONES, JOHNNY & BETTY

CSA Pool	1,062.10	
CSA Pool	30.78	
	<hr/> 1,092.88	39794

KEL-SAN, INC.

Jail - Cleaning Supplies	565.65	
Morison Building - Cleaning Supplies	817.95	
Health Department - Cleaning Supplies	407.39	
Courthouse - Cleaning Supplies	539.96	
	<hr/> 2,330.95	39795

KELL'S TRADING POST

Motor Vehicles - Cost of Sales	612.00	39796
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LAMIE, CARL C. & JAMES W.

Allison Gap Sewer System Extension	50.00	39798
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LAMIE, CARL C. & SALLIE P.

Allison Gap Sewer System Extension	50.00	39799
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LEARY EDUCATIONAL FOUNDATION, INC.

CSA Pool	2,636.27	
CSA Pool	5,877.55	
	<hr/> 8,513.82	39800

LEE WAYNE CORPORATION

Dare	366.44	39801
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M&W PRINTERS, INC.

Board of Supervisors - Stock Letterhead	1,989.00	39802
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MCFARLAND, JOHN & RHONDA

CSA Pool	615.00	39803
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MALOYED TIRES

Water Department - Tire Repair	5.00	39804
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MARION FRAME & ALIGNMENT

Sheriff - Vehicle Repair	371.53	
Animal Control - Truck Repair	316.43	
	<hr/> 687.96	39805

MARSHALL, LEORY JR. ETAL

Allison Gap Sewer System Extension	50.00	39806
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MARSHALL, WILLIAM C. & JEANINE

Allison Gap Sewer System Extension	50.00	39807
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MARTIN, LINDA J.

Circuit Court Grand Juror	30.00	39810
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MATTHEW BENDER & CO., INC.

General District Court - Code Book	43.80	39811
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MAY, MIKE

Zoning Board	50.00	
Mileage	6.50	
	<hr/> 56.50	

<u>MCCORMICK, SCOTT & CLAUDINE</u>		
CSA Pool	1,049.02	39815
<u>MEDICAL CIRCLE PHARMACY</u>		
CSA Pool	20.00	39816
<u>MINOLTA CORPORATION</u>		
Jail - Maintenance	106.30	39817
<u>MINTON, REBECCA C. & ALVIN D.</u>		
Allison Gap Sewer System Extension	50.00	39818
<u>MITCHELL, SADIE L.</u>		
Allison Gap Sewer System Extension	50.00	39819
<u>MORGAN, DONALD E. & GERALDINE H.</u>		
Allison Gap Sewer System Extension	50.00	39820
<u>MT. ROGERS COMMUNITY SERVICE BOARD</u>		
CSA Pool	2,047.50	39821
<u>MT. ROGERS PLANNING DISTRICT COMMISSION</u>		
E-911 - Mapping	365.62	
Water Department - Hall Addition	329.61	
	<hr/> 695.23	39822
<u>MOUNT ROGERS SHELTER HOME</u>		
CSA Pool	165.00	39823
<u>NAT'L IMP CORP/SAFETY</u>		
Dare Fund	211.79	
Dare Fund	221.75	
	<hr/> 433.54	39825
<u>NATIONAL CHEMICAL</u>		
County Office Building - Maintenance	100.00	39826
<u>NECESSARY OIL COMPANY</u>		
Convenience Station - Picked up oil	113.75	39827
<u>NEITCH, DARLENE R.</u>		
Circuit Court - Grand Juror	30.00	
Social Services Board Member	50.00	
	<hr/> 80.00	39828
<u>NETACCESS OF VA</u>		
Data Processing - Internet	225.00	39829
<u>NFPA</u>		
Building Inspection - Books	100.95	39830
<u>NFPA INTERNATIONAL</u>		
Building Inspection - Dues	115.00	39830
<u>NORRIS, JACKIE L., SR. & POLLY F.</u>		
Allison Gap Sewer System Extension	50.00	39832
<u>NORTHWOOD HIGH SCHOOL AFTER PROM COMM</u>		
Board of Supervisors - Donation	2,000.00	39833
<u>O'QUINN, MAXIE N.</u>		
Allison Gap Sewer System Extension	50.00	39835

OFFICE MACHINES & SUPPLY CO.

County Administrator	144.07	
County Administrator	36.81	
Commissioner of Revenue - Machine Repair	30.00	
Treasurer	97.07	
Data Processing	22.99	
General Registrar	18.60	
General District Court	19.34	
Clerk	748.56	
Sheriff	258.29	
Central Dispatch	251.74	
Jail	4.20	
Building Inspection	113.42	
Water Department	11.43	
Data Processing	119.00	
	<u>1,875.52</u>	39837

OLINGER, CHARLES

Allison Gap Sewer System Extension	50.00	39838
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ONE NUMBER INFORMATION SYSTEMS

Water Department - "Ms Utility"	84.25	39840
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ONESTAR LONG DISTANCE

County Administrator	1,076.75	39841
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OWENS, GARY W.

Building Inspection - Film	7.77	39842
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P&T CONCRETE SUPPLY

Southfork	144.70	39843
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PFG HALE

Jail - Food	3,503.20	39844
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PHOENIX SIGNS & ADVERTISING

Pro/Services Mapping - Sign Repair	1,205.00	39845
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PICKLE, LAYMON G. & STEPHANIE

Allison Gap Sewer System Extension	50.00	39846
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PINES RESIDENTIAL TREATMENT CENTER

CSA Pool	4,116.00	39847
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PITNEY BOWES, INC.

Treasurer	68.93	39848
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PITNEY BOWES

Treasurer	187.37	39849
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PRATT, ROBERT P. & CAROLYN T.

Convenience Station - Lease	1,000.00	39851
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PRO PAGE

General District Court - Magistrate	49.95	
Juvenile Court	28.25	
Sheriff - Pagars	692.56	
	<u>770.76</u>	39852

<u>RELIABLE OFFICE SUPPLIES</u>		
Commissioner of Revenue	211.41	39856
<u>REYNOLDS LIGHTING, INC.</u>		
Health Building	77.46	39857
<u>RHEA, DARYL & MICHELLE</u>		
CSA Pool	430.00	39858
<u>RICHARDSON, GLENDA O.</u>		
Circuit Court - Grand Juror	30.00	39859
<u>THE ROANOKE TIMES</u>		
Board of Supervisors - Advertisement	814.20	39860
<u>ROBERTS, TED J. & RETTA H.</u>		
Allison Gap Sewer System Extension	50.00	39862
<u>RODZWIC, STEVE & TERRI</u>		
CSA Pool	496.84	39863
<u>ROMANS, BILL & TAMMY</u>		
CSA Pool	436.00	39864
<u>RUDE, JOY MOORE</u>		
Allison Gap Sewer System Extension	50.00	39865
<u>SALTVILLE AUTO SERVICE</u>		
Sheriff - Car Repair	136.75	39866
<u>SALTVILLE STONE, INC.</u>		
Water Department - Beaver Creek Pump	196.62	
Water Department - Hess Water	29.26	
Water Department - Stone	33.22	
	<hr/> 259.10	39867
<u>SAMANIEGO, ALICE C.</u>		
Allison Gap Sewer System Extension	50.00	39868
<u>SESSOR, BETTY</u>		
Allison Gap Sewer System Extension	50.00	39869
<u>SEXTON'S WELDING & MACHINE</u>		
Building & Grounds - Courthouse Weld Fan Brackets	45.00	39870
<u>SEYMORE PHOTO</u>		
Animal Control - Film	14.87	39872
<u>SHERIFF R.DAVID BRADLEY - PETTY CASH FUND</u>		
Sheriff - Shelf Unit (Kenny)	40.71	
Meals	66.41	
Transport Inmates	56.01	
Schooling	545.19	
	<hr/> 708.32	39873
<u>SHERIFF R.DAVID BRADLEY - PETTY CASH FUND</u>		
Sheriff/Inmate	145.35	39874
<u>SHERWIN-WILLIAMS</u>		

SIMPLEX GRINNELL

Buildings & Grounds - Fire Extinguisher Inspection	430.00	
Health Building - Fire Extinguisher Inspection	53.00	
County Office Building - Fire Extinguisher Inspection	119.50	
Jail - Fire Extinguisher Inspection	340.00	
	<u>942.50</u>	39878

SIMPLEX GRINNELL LP

County Administration Building - Maintenance	360.00	39879
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SMITH, GORDON R. & CAROL S.

Allison Gap Sewer System Extension	50.00	39880
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SMYTH COUNTY DEPT OF SOCIAL SERVICES**MASTERCARD**

CSA Pool	355.00	39882
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SMYTH COUNTY WATER & SEWER

Convenience Station - Water	80.00	
Animal Control	38.72	
	<u>118.72</u>	39883

SMYTH COUNTY SCHOOL BOARD

County Administrator - Car Repair	7.00	
Sheriff - Car Repair	104.00	
Building Inspection - Truck Repair	19.00	
School Resource Manager	1,145.83	
Water Department - Vehicle Repair	13.00	
	<u>1,288.83</u>	39884

SMYTH FARM BUREAU

Refuse Collect - Landfill Maintenance	124.27	
Convenience Station - Maintenance	1.38	
Animal Control - Food	214.75	
Water Department - Supplies	12.49	
	<u>352.89</u>	39885

SOUTHERN ELEVATOR

Buildings & Grounds - Courthouse Maintenance	54.50	
County Office Building - Maintenance	51.00	
Jail - Maintenance	54.50	
	<u>160.00</u>	39886

SPENCE, DIANE

Data Processing - Meals	21.66	
Mileage	85.80	
Gas	10.00	
Telephone	26.70	
	<u>144.16</u>	39887

SPRINT

E-911	742.56	39888
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SPRINT

General Registrar	109.65	
Juvenile Court	366.74	
County Administrator	2,360.85	
Animal Control	50.92	

STREET, MANUEL

Community Development - Mileage	7.80	
Motel	55.59	

STRINGER, ED

Social Services Board Member	50.00	39892
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STUMBO, WILLIAM

Allison Gap Sewer System Extension	50.00	39893
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SUBURBAN PROPANE

Emergency Services - Rent	48.00	
Refuse Collect - Heating Fuel	551.01	
	<hr/> 599.01	39894

SOUTHWEST LAW ENFORCEMENT

Animal Control - dues	1,000.00	39896
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SOUTHWESTERN VA MENTAL HEALTH INSTITUTE

County Office Building - Water/Steam/Sewer	1,844.23	39897
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SWARTZ, CARLTON R. & FRANKIE C.

Allison Gap Sewer System Extension	50.00	39898
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SWARTZ, EDWARD I. & ARDELLIA L.

Allison Gap Sewer System Extension	50.00	39899
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SWIFA

IDA - SWIFA Site Development	1,191.77	39900
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SWORD, CLYDE ROBERT

Allison Gap Sewer System Extension	50.00	39901
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SWORD, DEBORAH TOLBERT

Allison Gap Sewer System Extension	50.00	39902
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SWORD, WANUKA L.

Allison Gap Sewer System Extension	50.00	39903
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T.L. COMMUNICATIONS, INC.

Solid Waste/Recy - Radio Exp.	75.00	
Convenience Station - Radio Exp.	22.50	
Water Department - Radio Exp.	97.50	
Sheriff - Radio Exp.	25.00	
	<hr/> 220.00	39904

TAYLOR, SANDRA C.

Allison Gap Sewer System Extension	50.00	39905
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TEATERS, NORMA

Office on Youth - Mileage	33.15	39906
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TEE'S PLUS

Dare Fund	125.08	39907
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THOMAS BRIDGE WATER CORP.

Convenience Station	18.00	
Water Department - Miscellaneous	187.92	
	<hr/> 205.92	39908

TOWN OF CHILHOWIE

Water Department - Water	332.39	39111
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TOWN OF CHILHOWIE

Water Department - Wastewater Treatment	2,362.53	39912
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TOWN OF MARION

Health Department	218.25	
Courthouse	57.20	
Jail	1,020.93	
	<hr/> 1,296.38	39913

TOWN OF MARION

Water Department - Water	21,452.51	39914
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TOWN OF SALTVILLE

Saltville Clinic	52.17	
Water Department - Water	71.33	
	<hr/> 123.50	39915

TOWN OF SALTVILLE

Water Department	799.45	
Water Department - Water	4,502.55	
	<hr/> 5,302.00	39916

TREASURER OF VIRGINIA**DEPT. OF PROF. & OCCUPATIONAL REGULATORY**

Refuse Collect - Dues	50.00	39917
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TREASURER - SMYTH COUNTY

Commonwealth Attorney - Postage	204.00	
Set-Off-Debt	61.59	
	<hr/> 265.59	39918

TREASURER - SMYTH COUNTY

Water Department - Debt Reserve	3,326.80	39919
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TREASURER OF VIRGINIA**DEPT. OF HOUSING & COMMUNITY DEVELOPMENT**

Building Inspection - 1% Surcharge	78.72	39920
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TRI-CITIES DRY ICE CO.

Jail - Fire Extinguisher Service	7.50	39921
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TRI-CITY BUSINESS MACHINES

General Registrar - Copier Maintenance	396.00	39922
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TRI-DIM FILTER CORP.

County Office Building - Filters	197.43	
Jail - Filters	22.20	
	<hr/> 219.63	39923

TUCKER PRINTING

Commissioner of Revenue - Forms	97.00	
Jail - Forms	123.50	
	<hr/> 220.50	39924

TURKEY PEN, INC.

Sheriff - Car Repair	225.00	39925
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UNITED CITIES GAS CO.

Fuel - Old School Board Building	975.89	39929
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VIRGINIA HIGHLAND COMMUNITY COLLEGE

Quarterly Payment	4,460.75	39930
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VA PAWS

Animal Control - Registration	25.00	39931
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VALLEY OFFICE MACHINES

Board of Supervisors - Sound System Software	6,469.95	39932
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VALLEY RICH DAIRY

Jail - Food	333.80	39933
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VBCOA

Building Inspection - Registration	35.00	39934
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VENABLE, JAMES R. & IRMA

Allison Gap Sewer System Extension	50.00	39935
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VENABLE, WAYNE

Planning Commission Board Member	50.00	
Mileage	16.25	
	<hr/> 66.25	39936

VIERS, JANIE C.

Allison Gap Sewer System Extension	50.00	39937
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VIRGINIA REVIEW DIRECTORY

County Administrator	47.45	39938
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VIRGINIA TRANE

Buildings & Grounds - Courthouse Maintenance	2,243.50	
Health Building - Maintenance	617.25	
County Office Building - Maintenance	1,422.75	
Jail - Maintenance	679.35	
Buildings & Grounds - Courthouse Clean-Up	27,665.81	
County Office Building - Maintenance	1,886.40	
	<hr/> 34,515.06	39939

VISA

County Administrator - Motel	86.63	
Zoning - Gas	31.80	
Zoning - Motel/Meals	824.04	
Animal Control - Motel/Meals	167.46	
Courthouse - Fans	64.81	
Landfill - Motel/Meals	275.47	
Landfill - Gas	25.00	
Animal Control - Gas	10.00	
	<hr/> 1,485.21	39940

VOTOR REGISTRAR'S ASSOCIATION OF VA

General Registrar - Dues	50.00	39941
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WAHL, MICHAEL & DONNA

CSA Pool	144.26	39942
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UNITED CITIES GAS CO.

Fuel - Old School Board Building	975.89	39929
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VIRGINIA HIGHLAND COMMUNITY COLLEGE

Quarterly Payment	4,460.75	39930
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VA PAWS

Animal Control - Registration	25.00	39931
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VALLEY OFFICE MACHINES

Board of Supervisors - Sound System Software	6,469.95	39932
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VALLEY RICH DAIRY

Jail - Food	333.80	39933
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VBCOA

Building Inspection - Registration	35.00	39934
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VENABLE, JAMES R. & IRMA

Allison Gap Sewer System Extension	50.00	39935
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VENABLE, WAYNE

Planning Commission Board Member	50.00	
Mileage	16.25	
	<hr/> 66.25	39936

VIERS, JANIE C.

Allison Gap Sewer System Extension	50.00	39937
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VIRGINIA REVIEW DIRECTORY

County Administrator	47.45	39938
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VIRGINIA TRANE

Buildings & Grounds - Courthouse Maintenance	2,243.50	
Health Building - Maintenance	617.25	
County Office Building - Maintenance	1,422.75	
Jail - Maintenance	679.35	
Buildings & Grounds - Courthouse Clean-Up	27,665.81	
County Office Building - Maintenance	1,886.40	
	<hr/> 34,515.06	39939

VISA

County Administrator - Motel	86.63	
Zoning - Gas	31.80	
Zoning - Motel/Meals	824.04	
Animal Control - Motel/Meals	167.46	
Courthouse - Fans	64.81	
Landfill - Motel/Meals	275.47	
Landfill - Gas	25.00	
Animal Control - Gas	10.00	
	<hr/> 1,485.21	39940

VOTOR REGISTRAR'S ASSOCIATION OF VA

General Registrar - Dues	50.00	39941
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WAHL, MICHAEL & DONNA

CSA Pool	144.26	39942
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WALKER DAVING

WALMART COMMUNITY

Commonwealth Attorney	24.55	39947
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WARD, VICKI

Social Services Board Member	50.00	39948
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WSTE MANAGEMENT

Refuse Collect	43,782.38	39949
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WATER PROFESSIONALS

Commonwealth Attorney - Water	30.47	
Landfill - Water	19.09	
	<hr/> 49.56	39950

WEST GROUP PAYMENT GROUP

Law Library	5,097.86	39952
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WESTERN AUTO STORE

Water - Supplies	52.05	39953
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WHITT, VIRGIE BELLE

Allison Gap Sewer System Extension	50.00	39954
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WILLIAMS LAWN SERVICE, INC.

Buildings & Grounds - Courthouse Maintenance	75.00	
Health Building - Maintenance	153.00	
	<hr/> 228.00	39955

WILLIAMS, SHANNON

Basic 911 - Mileage	16.25	39956
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WILLIAMS, SUSAN

Victim Witness - Mileage	232.05	
Meals	94.05	
Postage	16.05	
	<hr/> 342.15	39957

WMEV - FM/AM

Emergency Services	50.00	
Refuse Collect	21.25	
Water Department	21.25	
	<hr/> 92.50	39959

WOTS-N-KNOTS

Sheriff - Uniforms	357.00	39961
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WRIGHT, WANDA

Jail - Nurse	550.00	39962
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WYTHEVILLE OFFICE SUPPLY

General District Court - Chair	216.00	
Capital - Juvenile Court	369.43	
	<hr/> 585.43	39963

XEROX CORPORATION

Capital - Treasurer (Copier Lease)	570.63	39964
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ZEP MANUFACTURING COMPANY

Buildings & Grounds - Courthouse Maintenance	216.00	
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DOANE, JAMES M. & JULIA W.

Green Hill Easement	1,905.00	39968
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AMERICAN ELECTRIC POWER

Refuse Collect	135.78	
Convenience Station	310.67	
Buildings & Grounds	2,141.18	
Health Building	1,033.86	
County Office Building	2,155.13	
IDA	14.91	
Water	460.49	
Saltville Clinic	46.30	
Jail	2,045.33	
Animal Control	442.11	
	<hr/> 8,785.76	39969

SPRINT

Refuse Collect	185.84	
Convenience Station	90.25	
Water Department	277.68	
E-911	2,769.00	
Animal Control	113.11	
	<hr/> 3,435.88	39970

SPRINT

Landfill	34.65	
E-911	742.56	
	<hr/> 777.21	39971

HALL, JAMES T.

General Registrar	10.00	39972
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SMYTH COUNTY WATER & SEWER

St.Clair Creek Water - Reimbursement	2,551.33	104
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TIPTON CONSTRUCTION CO.

Hutton Branch - RD Funds	119,893.27	1025
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FREEMAN ASSOCIATES

Hutton Branch - RD Funds	579.91	1026
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DEWBERRY & DAVIS

Hutton Branch - RD Funds Inspection	Void	1027
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DEWBERRY & DAVIS

Hutton Branch - RD Funds Inspection	1,113.65	1028
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WHITT, BOBBY

Animal Control - Claim	165.00	204
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WALMART COMMUNITY

Social Security Incentive Fund	103.88	106
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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	

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the County Office Building on Tuesday, May 14, 2002, 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 Chairperson called the meeting to order.

The invocation was led by Rev. Bob Shupe and the Pledge of Allegiance led by J. S. Staley, Jr.

Introductions were made by Sandy Elswick, Registrar, Michael Carter, Public Utilities Director, (Landfill) and Edwin B. J. Whitmore, County Administrator, of each of their employees.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approve April 9th, 2002 minutes as presented.

During Citizens Time Kathryn McNeil requested the Board make a donation to the Destination Imagination Teams from Marion Intermediate School for their teams' expenses to the final competition to be held in Knoxville, Tennessee on May 22nd – 25th, 2002.

ask the Board if they were working for the people of Smyth County or just for taking home a check. Retta Whitehead and Becky Freeman also appeared.

Evelyn Lawrence and Joan Armstrong appeared during citizens time to request the Board endorse the preservation of Mount Pleasant Church in principle; set up a reserve fund for tourism projects that cannot be funded through grants, seed money, pilot projects or state and federal funds; requested proposal be referred to appropriate committee for action and include representatives from the three towns, Chamber of Commerce, and industry. The Chairperson referred the aforesaid request to the Budget Committee for study and recommendation and the Building and Grounds Committee.

Rev. Jim Bangle and Tim Dotson appeared during citizen's time reference budget fund request for \$120,000 during fiscal year 2002 – 2003 for the Highlands Juvenile Detention Center Commission. Chairperson referred said request to the Budget Committee for study and recommendation.

Tom Taylor appeared to answer questions and request the Board advertise a public hearing to be set concerning the Konnarock Medical Clinic Telemedicine Project.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Community Development Director is directed to advertise said public hearing.

Donna Fender and neighbors on the East Hungry Mother Park projects appeared during citizen's time to request the Board consider taking out a low interest loan to do their project. They expressed their concerns about the iron and sulphur in their water. The Chairperson referred said request to the Water & Sewer Committee for study and recommendation.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$1,200,000 for General County fund expenditures during the month of May 2002.

Vote: 6 Yea

1 Absent (Roberts)

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$375,000 for Department of Social Services fund expenditures during the month of May 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves and appropriates the sum of \$2,962,616.40 to the Smyth County School Board for Operations fund expenditures during the month of May 2002.

upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves and appropriates the sum of \$305,206.51 to the Smyth County School

Board for Capital Outlay and School Debt fund expenditures during the month of May 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the sum of \$19,550, as recommended by the Budget Committee, to the firm of Robinson, Farmer, Cox Associates for fiscal year 2001 – 2002 audit.

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, the Board approves the necessary and reasonable expenses of M. Jay Hubble to attend the Virginia Association of RC & D Councils annual meeting at the Comfort Inn in Burkeville.

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

BE IT RESOLVED by the Board of Supervisors of Smyth County, Virginia that Edwin B. J. Whitmore, III, County Administrator is hereby authorized to execute for and in behalf of Smyth County, a public entity established under the laws of the State of Virginia , this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT Smyth County, a public entity established under the laws of the State of Virginia, hereby authorizes its agent to provide to the State and to the Federal Emergency

Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves Local Law Enforcement Block Grant #01-F1176L001 in the amount of \$1901.00 (Federal funds \$1711.00 Local funds \$190.00) as awarded to the Sheriff's Department by the Department of Criminal Justice Services. The Sheriff's Office to provide the matching funds.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the upon recommendation of the County Attorney, the Board approves a personal property tax refund in the amount of \$100.12 to Charles and Gloria Compton for fiscal year 2001.

Upon motion of Ms. Neitch, seconded by Mr. Staley, and unanimously carried, the Board approves a musical festival permit to South Fork Baptist Church and the Adwolfe Volunteer Fire Department for July 4, 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves the following Jail Nurse agreement with Janie C. Cline in the amount of \$550.00 per month for the Smyth County Jail:

This Agreement made and entered into this the 1st day of May, 2002, by and between R. David Bradley, Sheriff of Smyth County, hereinafter referred to as SHERIFF,

party of the first part, and Janie C. Cline, hereinafter referred to as NURSE, party or 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 inmates 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. R. 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 Jailors will assist Nurse with all inmates.
6. Arrange Doctor's appointments when necessary and advise the Jail staff of the date and time of appointment so transportation will be scheduled in advance.
7. Follow-up visit whenever the Doctor deems necessary.
8. 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. Will provide services from this date until December 31, 2003.
12. Keep emergency supplies and equipment updated.

The Nurse covenants that she is a licensed registered Nurse, License Number 0001115306, Expiration Date of 9-30-2002, 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 there from for State or Federal withholding taxes, Social Security, Disability or Workmen's Compensation.

The Sheriff agrees that the Nurse, as a licensed registered Nurse shall use her own professional judgment 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 judgment 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 Jail or 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 there under.

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 \$550.00 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.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

R. David Bradley, Sheriff

Date: 5-7-02

Janie C. Cline, RN

Date: 5-2-02

The matter of County Attorney service agreements were brought on for discussion. Upon motion of Ms. Neitch, that the County Attorney service agreements be put placed out for bid was seconded by Mr. Blevins, motion failed to carry.

Vote: 2 Yea (Neitch and Blevins)

5 Nay

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the proposal of Freeman Associates for County Attorney services for the Water/Sewer Department at a rate of \$80.00 per hour during fiscal year 2002 – 2003.

Vote: 5 Yea

2 Nay (Blevins and Neitch)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the proposal of John H. Tate, Jr. for County Attorney services to the Board of Supervisors during fiscal year 2002 – 2003 at a rate of one hundred dollars (\$100.00) per hour. Monthly retainer of Twelve Hundred Dollars (\$1,200.00) per month, which will pay for twelve (12) hours of legal work each month. Retainer will be credited to the actual statement for legal services performed each month. Cobra coverage through June 2003 will be available and can be deducted from my salary with remainder of premium to be paid by me and forward to Trigon Blue Cross – Blue Shield.

Vote: 5 Yea

2 Nay (Neitch and Blevins)

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board approves the Quote from Bogle Construction in the amount of \$2,200 for replacement of a counter top in the Treasurer's Office, as recommended by the Building and Grounds Committee.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the County Engineer is authorized to advertise a request for proposals on Architectural/Engineer Design Services for Courthouse Facility Study to be placed in the Smyth County News, Roanoke Times, and Bristol Herald Courier as recommended by the Building and Grounds Committee.

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and duly carried, the matter of proposed Building Permit Fees is ordered dropped from the agenda.

Vote: 4 Yea

3 Nay (Roberts, Staley, Jennings)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the County Administrator is authorized to advertise a public hearing to be held on June 11th, 2002, at 4:00 p.m. concerning proposed adoption of a \$5.00 fee as part of the costs in each criminal or traffic case in the district or circuit court of Smyth County, as approved

in the Code of Virginia Section 53.1-120, to be used for courthouse security. Ordinance Committee recommends said action.

 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
 Statewide Mutual Aid Agreement:

WHEREAS, the Commonwealth of Virginia Emergency Services Disaster Law of 2000, (Title 44, Chapter 3.2 of the Virginia Code) authorizes the Commonwealth and its political subdivisions to provide emergency aid and assistance in the event of a major disaster; and,

WHEREAS, the statutes also authorize the State Emergency Operations Center to coordinate the provision of any equipment, services, or facilities owned or organized by the Commonwealth or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and,

WHEREAS, this Resolution authorizes the request, provision, and receipt of inter-jurisdictional mutual aid in accordance with Title 44, Chapter 3.2 of the Code of Virginia among political subdivisions, other authorized entities and officers within the Commonwealth.

NOW, THEREFORE, Smyth County, Virginia resolves that Smyth County shall have the authority to participate in the Statewide Mutual Aid Program in the event of emergency or disaster in accordance with the following terms and conditions, which shall be in the nature of a compact and agreement among participating entities which have adopted similar executive orders, ordinances or resolutions. This Statewide Mutual Aid

program may include requests for and provision of personnel, equipment, materials, and other forms of assistance, or any combination of assistance, to any entity within the Commonwealth, pursuant to the following terms and conditions:

SECTION 1. DEFINITIONS

- a. "EVENT AGREEMENT" – a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the Agreement.
- b. "REQUESTING PARTY" – the member political subdivision requesting aid in the event of an emergency or disaster and participating in the Statewide Mutual Aid Program pursuant to the terms and conditions of this Resolution.
- c. "ASSISTING PARTY"—the member political subdivision furnishing equipment, services and/or manpower to the Requesting Party, and participating in the Statewide Mutual Aid Program ("the Program") pursuant to terms consistent with those in this Resolution.
- d. "AUTHORIZED REPRESENTATIVE" – an officer or employee of a member political subdivision authorized in writing by that entity to request, offer, or provide assistance under the terms of this Resolution.
- e. "DEPARTMENT" – the Department of Emergency Management.
- f. "EMERGENCY" – any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in

substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.

- g. "DISASTER" – any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the Governor or the President of the United States.

- h. "IMPLEMENTATION GUIDEBOOK" – Guidance document promulgated by the Department to assist member political subdivisions with statewide mutual aid activities, to provide procedures and minimum standards for participation, and to provide for compliance with state and federal reimbursement requirements.

- i. "MAJOR DISASTER" – a disaster which is likely to clearly exceed local capabilities and require a broad range of state and federal assistance.

- j. "MEMBER POLITICAL SUBDISION" – any political subdivision or authorized officer or agency within the Commonwealth of Virginia which maintains its own emergency services organization and plan and which enacts an ordinance or resolution or promulgates an executive order with terms substantially similar to those set out in this Resolution, authorizing Statewide Mutual Aid pursuant to Title 44 of the Virginia Code.

- k. "STATE EOC" – the Virginia Emergency Operation Center from which assistance to localities is coordinated when local emergency response and recovery resources require supplementation. This facility is operated by the Virginia Department of Emergency Management.

SECTION 2. PROCEDURES FOR PROVISION OF MUTUAL AID

When a member political subdivision either becomes affected by, or is under imminent threat of an emergency or disaster and, as a result, has officially declared an emergency, it may request emergency-related mutual aid assistance by: (1) submitting a Request for Assistance to an Assisting Party or to the State EOC, or (2) orally communicating a request for mutual aid assistance to an Assisting Party or to the State EOC, followed as soon as practicable by written confirmation of the request. Mutual aid shall not be requested by a member political subdivision unless resources available within the stricken area are deemed to be inadequate. All requests for mutual aid must be transmitted by the Authorized Representative of the member political subdivision or the Director of Emergency Management. No member political subdivision shall be required to provide mutual aid unless it determines that it has sufficient resources to do so.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the Authorized Representative of the Assisting Party and provide the information in the Request Form prescribed in the SMA Implementation Guidebook. Each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement. The Requesting Party shall be responsible for keeping the State EOC advised of the status of mutual aid activities.

B. **REQUESTS ROUTED THROUGH, OR ORIGINATING FROM THE STATE EOC:** The Requesting Party may directly contact the State EOC, in which case it shall provide the information in the Request Form in the SMA Implementation Guidebook. The State EOC may then contact other member political subdivisions on behalf of the Requesting Party. Once

identified, each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement.

C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY

TO RENDER ASSISTANCE: When contacted by a Requesting Party, or by the State EOC on behalf of a Requesting Party, the Authorized Representative of any member political subdivision agrees to assess local resources to determine available personnel, equipment and other assistance.

D. SUPERVISION AND CONTROL: When providing assistance under the

terms of this Agreement, the personnel equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, which shall advise supervisory personnel of the Assisting Party of work tasks, for assignment to personnel. Direct supervision and control of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be

provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

E. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

F. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

G. **RIGHTS AND PRIVILEGES:** Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position.

H. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is normally seven days and may be extended, if necessary, in

seven day increments. However, the duration may be shorter or longer as reflected in the Event Agreement.

- I. **SUMMARY REPORT:** Within ten days of the return of all personnel deployed under SMA, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party and to the Department. The Report shall be in a format prescribed by the Department and shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Resolution shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Event Agreement.

- A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses, benefits, workers' compensation claims and expenses) incurred during the period of assistance, unless agreed to otherwise by the parties in the Event Agreement.
- B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the

actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the disaster. Each Party shall maintain its own equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies and minor repairs may be provided by the Requesting Party, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

C, MATERIALS AND SUPPLIES: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such

an agreement is made, it shall be reduced to writing and transmitted to the Department.

D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. Requesting Party and Department finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel. Later, Department personnel will provide assistance to the Requesting Party in seeking federal and State reimbursement.

E. **PAYMENT:** Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or State regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement, unless otherwise agreed upon.

F. **WAIVER OF REIMBURSEMENT:** A member political subdivision may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided.

SECTION 4. INSURANCE

A. **WORKERS' COMPENSATION COVERAGE:** Each member political

subdivision shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.

B. AUTOMOBILE LIABILITY COVERAGE:

Each member political subdivision shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Member political subdivisions agree to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section.

C. GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:

To the extent permitted by law and without sovereign immunity, each member political subdivision shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Resolution. Each

member political subdivision agrees to obtain general liability, public official's and law enforcement liability, if applicable, with minimum single limits of no less than one million dollars, or maintain a comparable self-insurance program.

SECTION 5. ROLE OF THE DEPARTMENT OF EMERGENCY MANAGEMENT

The Department shall, during normal operations, provide staff to political subdivisions, officers and authorized agencies, serve as the central depository for agreements, resolutions, ordinances and executive orders, maintain a current listing of member political subdivisions, and provide a copy of this listing to each on an annual basis. The State EOC shall, during emergency operations, (1) request mutual aid on behalf of a member political subdivision, under the circumstances identified in this Agreement, (2) keep a record of all Requests for Assistance and Acknowledgments, (3) report on the status of ongoing emergency or disaster-related mutual aid as appropriate, and assist participants in meeting all procedural and other requirements, including those pertaining to federal and State cost reimbursement.

SECTION 6. SEVERABILITY AND THE EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Resolution be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Resolution shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated. In the event that any parties to this Resolution have entered into other mutual aid agreements, those parties agree that said agreement will remain in effect unless in conflict with this Resolution in which case they are superseded by this

Resolution for the purposes of provision of mutual aid pursuant to Title 44 of the Virginia Code. In the event that two or more member political subdivisions have not entered into another agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Resolution shall apply between those parties.

ADOPTED BY SMYTH COUNTY, VIRGINIA

Upon motion of Mr. Roberts, seconded by Mr. Staley, and duly carried, the County Engineer, Duncan McGregor, is authorized to apply for assistance through FEMA Hazard Mitigation Grant Program on behalf of Smyth County for projects related to March 17, 2002 flood event.

Vote: 6 Yea

1 Abstention (Fullen)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board continues its meeting to May 28th, 2002, for a public hearing to be held at the Smyth County School Board budgets for fiscal year 2002 – 2003 at 4:00 p.m. and at 5:00 p.m. the Board will continue its other business matters as it deems appropriate.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves expenditures in the total amount of \$2,184.69 in relations to the Town of Marion, Saltville, and Chilhowie elections.

The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast TV Cable franchise in Smyth County.
3. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.
4. Appointments:
 - a. Area Beautification Committee of the Chamber of Commerce
Park District – Alice Freeman
 - b. Youth Services Advisory Board
Saltville – JoAnn D. Allison; Royal Oak – Kelly Owens; Park – Nina Crabtree; Northfork – Chris Snider
 - c. Federal Emergency Management Agency (1 Year)
M. Jay Hubble

 Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board approves an application for a special use permit to operate a Bed and Breakfast at 250 Rolling Hill Drive to Peggy Riggs, as per recommendation of the Smyth County Planning Commission with the condition that it be limited to two bedrooms.

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

 The following Board Matters are continued:

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SMYTH,
VIRGINIA, 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 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");

WHEREAS, the Participating Members had requested the Authority to initiate the design, acquisition, construction and equipping of the Jail Facilities and 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 and the same were issued in November, 2001 (the "2001 Notes");

WHEREAS, the Participating Members have requested the Authority to continue the design, acquisition, construction and equipping of the Jail Facilities and provide for the interim financing of the same through the issuance of the Authority's revenue bond anticipation note or notes for a total amount of up to \$7,500,000 (the "2002 Notes");

WHEREAS, the Authority is willing to issue the 2002 Notes to provide for the interim financing of the design, acquisition, construction and equipping of the Jail Facilities and the Participating Members are each willing to enter into a Second Support Agreement (the "Second Support Agreement") with the Authority to provide sufficient

monies for the Authority to pay the principal and interest on the 2002 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 2002 Notes to pay a portion of the costs of the design, acquisition, construction and equipping of the Jail Facilities (including the issuance costs of the 2002 Notes) to be secured by the revenues payable under the Second 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 2002 Notes will be issued on parity basis with the 2001 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 the 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 Anticipation Note or Notes in the form attached hereto, in an amount not to exceed \$7,500,000 with the terms and conditions, including but not limited to, the interest rate at a rate per annum not to exceed 4.05% to be determined by the Chairman of the Authority, with a maturity of one year from its date of issuance (expected to be issued in June, 2002), with interest payable monthly pursuant to the proposal from SunTrust Bank, and with principal due along with interest

on the maturity date, with the option to prepay or redeem the 2002 Notes on or after six months following the issuance date; and

- (b) The Second Support Agreement between the Authority and the Participating Members, whereby the Participating Members agree to make payments there under sufficient to pay principal and interest on the 2002 Notes when due.

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

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, Virginia (the "Participating Member"). The Authority shall use the proceeds from the issuance of the 2002 Notes to provide for the interim financing of the design, acquisition, construction and equipping of the Jail Facilities. The obligation of the Authority to pay principal and interest on the 2002 Notes will be limited to payments received from the Participating Members under the Second 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 Second Support Agreement will be subject to the Governing Bodies making annual appropriations for such purpose. The 2002 Notes will be secured by the Second Support Agreement, a pledge by the

Authority of any reimbursements to the Authority from the Commonwealth of Virginia and the pledge of the proceeds from the sale of long-term revenue bonds for the Jail Facilities. The 2002 Notes will be issued on a parity with the 2001 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 Second Support Agreement and such other documents as are necessary to finance the initial cost 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 2002 Notes by the Authority, the execution and delivery of the Second 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 Second 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 Second 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 2002 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.

Vote: 6 Yea

1 Nay (Neitch)

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

SECOND SUPPORT AGREEMENT

THIS SECOND SUPPORT AGREEMENT, made as of the 1st day of June, 2002, 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 §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");

WHEREAS, the Participating Members had 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 which was issued in November, 2001 (the "2001 Notes");

WHEREAS, the Participating Members have requested the Authority continue the design, acquisition, construction and equipping of the Jail Facilities and to provide for the interim financing of the same through the issuance of the Authority's revenue bond anticipation note or notes for a total amount of up to \$7,500,000 (the "2002 Notes");

WHEREAS, the Authority is willing to issue the 2002 Notes to provide for the interim financing of the design, acquisition, construction and equipping of the Jail Facilities and the Participating Members are each willing to enter into this Second 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 2002 Notes will be issued on a parity in lien and dignity with the 2001 Notes.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt of which is hereby acknowledged, the parties do covenant and agree as follows:

WITNESSETH

I. AGREEMENT TO CONTINUE THE DESIGN, ACQUISITION,
CONSTRUCTION AND EQUIPPING OF THE JAIL FACILITIES

1. The Authority agrees to continue 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 continue 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.

II. AGREEMENT TO PROVIDE INTERIM FINANCING FOR A PORTION
OF COST OF THE JAIL FACILITIES

1. The Authority agrees to issue the 2002 Notes in an amount which is expected to be sufficient to pay a portion of the costs of the design, acquisition, construction and equipping of the Jail Facilities and all issuance costs related to the financing.

2. The Authority agrees to irrevocably pledge its revenues from operation of the Jail Facilities (less the costs of operation and maintenance of the Jail Facilities) and any reimbursement monies the Authority receives

from the Commonwealth, if any, for the repayment of the 2002 Notes on parity in lien and dignity with the 2001 Notes.

3. The Authority agrees to irrevocably pledge the proceeds from the sale of long-term revenue bonds for the Jail Facilities toward payment of the 2002 Notes on parity in lien and dignity with the 2001 Notes.

III. AGREEMENT TO FUND DEFICITS

1. All net revenues generated to the Authority from any source due to the existence or operation of the Jail Facilities shall be placed into an operating fund by the Authority.

2. If at any time there shall be less than the monies available to pay interest on and principal of the 2002 Notes when due (as shown on Exhibit B attached hereto and made a part hereof by this reference) hereinafter referred to as the "Debt Service Requirement" in the Authority's operating fund, then the Authority's Chairman shall notify the County Administrator and City Manager of each Participating Member of the amount of the deficiency and shall request an appropriation from each Governing Body of a percentage of the amount of such deficiency to fund the Debt Service Requirement shown on Exhibit C attached hereto and made a part hereof by this reference.

3. Upon receipt of each request for appropriation from the Authority pursuant to paragraph 2 above, each Governing Body shall consider such request, at its next regularly scheduled meeting. Promptly after

such meeting, the County Administrator or City Manager shall notify the Authority as to whether the amount so requested was appropriated by such Governing Body.

4. The Participating Member shall pay to or on behalf of the Authority the amount of any appropriation made pursuant to this Agreement.
5. Each of the Governing Bodies hereby undertakes a non-binding obligation to appropriate to the Authority such amounts as may be requested from time to time pursuant to paragraphs 2 and 3 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. Each of the Governing Bodies, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Governing Bodies do likewise.
6. Nothing herein contained 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 2002 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 any Participating Member. Nothing herein contained shall bind or obligate any Governing Body to appropriate funds to the Authority for the purposes described herein nor shall any provision of this Agreement give the Authority or any holders of the

2002 Notes or any other person any legal right to enforce the terms hereof against any Governing Body or the Participating Member.

7. Each Participating Member's entering into this Agreement is in partial consideration for the Authority's agreement to undertake the continuation of the design, acquisition, construction and equipping of the Jail Facilities.

IV. MISCELLANEOUS

1. **Report and Audits.** The Authority shall provide each Participating Member with an audited annual report concerning the Jail Facilities and which contains an itemization of the expenses and income relating to the Jail Facilities. Such audited report shall be delivered to each Participating Member within 150 days of the end of the Authority's fiscal year.
2. **Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court or pursuant to any law, now or hereafter in effect, then the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties hereto to the full extent permitted by law.

3. Notices. Unless otherwise provided herein all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

If to the Participating Members:

County Administrator's Office

Buchanan County

P. O. Box 950

Grundy, VA 24614

County Administrator's Office

Lee County

P. O. Box 367

Jonesville, VA 24263-0376

County Administrator's Office

Russell County

P. O. Box 1208

Lebanon, VA 24266

County Administrator's Office

Scott County

112 Water Street, Suite 1

Gate City, VA 24251

County Administrator's Office

Wise County

P. O. Box 570

Wise, VA 24293

County Administrator's Office

Dickenson County

P. O. Box 1098

Clintwood, VA 24228

County Administrator's Office

Smyth County

121 Bagley Circle, Suite 100

Marion, VA 24354

County Administrator's Office

Washington County

205 Academy Drive

Abingdon, VA 24210

City Manager's Office

City of Norton

P. O. Box 618

Norton, VA 24273

If to the Authority:

Chairman, Southwest Virginia Regional Jail Authority

c/o Washing County Administrator's Office

Washington County

205 Academy Drive

Abingdon, VA 24210

A copy of each demand, notice, approval, consent, request, opinion or other communication given hereunder by any party named in this section shall also be given to each of the other parties named herein. Each of the parties may by notice given hereunder, designate any further or different address to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention they should be directed.

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

5. Applicable Law; Entire Understanding. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia and this Agreement expresses the entire understanding of all agreements among the parties and shall not be modified except in writing signed by the parties.

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

EXHIBIT A

DESCRIPTION OF JAIL FACILITIES

Facility Locations:

1. Abingdon (Central Washington County)
2. Duffield (Western Scott County)

Jurisdictions Served:

Russell, Smyth, and Washington Co.

Lee, Scott, and Wise Counties and

City of Norton

3. Haysi (Eastern Dickerson County) Buchanan and Dickenson Counties
(scan in information)

Vote: 6 Yea

1 Nay (Neitch)

Andy Hall, representing the Peaks of Virginia to give the Board an overview of his organization.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public to consider the adoption of an amendment to the Smyth County Code, Article III, District Regulations, Section 3-3.2, which defines the uses permitted in a Residential District in Smyth County with a Special Use Permit, by adding a new section to the County Code, Section 3-3.2 (f) Bed and Breakfast Inn as defined in Section 10-9 of Article X of the Smyth County Zoning Ordinance. The adoption of this amendment would permit a bed and breakfast Inn, by a special use permit, in any area of the county which is zoned as a Residential District under Section 3-3 of the Smyth County Zoning Ordinance.

No citizen appeared to speak.

Marvin Perry stated he felt the definition of Bed and Breakfast should be allowed.

The Chairperson declared the public hearing closed.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously approved, the Board approves the following amendment to the Smyth County Code. Article III,

District Regulations, Section 3-3.2, which defines the uses permitted in a Residential District in Smyth County with a Special Use Permit, by adding a new section to the County Code, Section 3-3.2 (f) a Bed and Breakfast Inn as defined in Section 10-9 of Article X of the Smyth County Zoning Ordinance.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board agreed to enter into executive session with the Smyth County Industrial Development Authority members to discuss possible acquisition of real estate as outlined in Section 2.2-3711 (a) (3) of the Code of Virginia, of 1950 as amended.

The Chairperson declared the executive session ended.

Vote: 7 Yea

0 Nay

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board and the Industrial Development Authority adopted the following resolution:

WHEREAS, the Smyth County Board of Supervisors and the Industrial Development Authority of Smyth County 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 2.2-3712 of the Code of Virginia requires a certification by the Smyth Board of Supervisors and the Industrial Development Authority of Smyth County that such executive meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors and the Industrial Development Authority of Smyth County 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 and the Industrial Development Authority of Smyth County.

Board of Supervisors vote: 6 Yea 0 Nay

Industrial Development Authority vote: 6 Yea 0 Nay

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board approves a sum not to exceed \$50,000 for investigation of a real estate site acquisition for the Industrial Development Authority of Smyth County.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the County Administrator is directed to draft a job description for an Industrial Recruiter and advertise said position if it is ready prior to July 1, 2002.

Vote: 4 Yea

3 Nay (Staley, Jennings, Fullen)

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

A RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE
CERTAIN REAL PROPERTY

WHEREAS, the Smyth County Board of Supervisors hereby determines that it is
necessary and in the public interest to acquire certain real property located in Smyth
County for the following public purpose:

To protect the public health, to provide the public with a safe and adequate sewer
system, and to improve such system to meet the need for expanded or upgraded services,
the County of Smyth is condemning the herein described easement interests, specifically,
to construct and maintain the Green Hill Sewer Project.

WHEREAS, the Board of Supervisors of the County of Smyth have been unable
to acquire the needed interest in this property by negotiated conveyance.

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

1. The County of Smyth shall acquire by condemnation, for the purposes
stated above, an easement interest in a portion of certain tracts hereinafter
described:
 - (a) Certain real property owned by Harold W. Trivette and Hope S.
Trivette described in Deed Book 248, Page 827, of the Smyth
County Circuit Court Clerk's Office records.
 - (b) Certain real property owned by John Larry Owens and Barbara C.

Owens described in Deed Book 230, Page 476, of the Smyth County Circuit Court Clerk's Office records.

- (c) Certain real property owned by Norman Blake Echols described in Deed Book 258, Page 467, of the Smyth County Circuit Court Clerk's Office records.
- (d) Certain real property owned by William M. Hatfield and Darlene M. Hatfield described in Deed Book 530, Page 002, of the Smyth County Circuit Court Clerk's Office records.
- (e) Certain real property owned by J. T. Bishop described in Deed Book 302, Page 390, of the Smyth County Circuit Court Clerk's Office record.
- (f) Certain real property owned by Charles Branson and Lisa Branson described in Deed Book 461, Page 529, of the Smyth County Circuit Court Clerk's Office records.
- (g) Certain real property owned by Ronald Rhett Sutherland and Charlotte Scott Sutherland described in Deed Book 281, Page 368, of the Smyth County Circuit Court Clerk's Office records.
- (h) Certain real property owned by David B. Williams and Izetta H. Williams described in Deed Book 209, Page 120, of the Smyth County Circuit Court Clerk's Office records.
- (i) Certain real property owned by David Wayne Thomas and Nancy H. Thomas described in Deed Book 286, Page 405, of the Smyth County Circuit Court Clerk's Office records.

- (j) Certain real property owned by Stella V. Shuler and Dennis R. Shuler described in Deed Book 334, Page 19, of the Smyth County Circuit Court Clerk's Office records.
- 2. The County of Smyth shall acquire by condemnation, for the purposes stated above, a fee simple interest in a portion of a certain tract hereinafter described:
 - (a) Certain real property owned by Stella V. Shuler and Dennis R. Shuler described in Deed Book 334, Page 19, of the Smyth County Circuit Court Clerk's Office records.
- 3. The County of Smyth, in accordance with Virginia Code Section 15.2-1904 et. seq., and other appropriate statutory provisions and local acts, by an affirmative vote of its Board of Supervisors hereby authorizes Freeman Associates, Jeffrey L. Campbell, its legal counsel, to institute the necessary proceedings to acquire the real property herein described and exercise its immediate right of entry pursuant to 15.2-1904 of the Code of Virginia and further authorizes the notification of the aforementioned property owners by certified mail on May 15, 2002 of the County's intention to take possession of the easement.

IN WITNESS WHEREOF, the Clerk of the Board of Supervisors of Smyth County, Virginia has caused this resolution to be executed and his seal to be affixed hereto this 14th day of May, 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves and appropriates the following warrant listing out of the appropriate fund accounts:

MAY 2002 BILLS**A&B CABS**

Victim Witness	50.00	40038
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AT&T

Sheriff	82.16	40039
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ADELPHIA

Sheriff/Inmate - TV Cable	90.00	40040
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AFTON COMMUNICATION CORP.

Emergency Services	26.50	40041
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ALLTEL

County Administrator	34.31	
Juvenile Court	34.98	
Building Inspection	103.08	
Water Department (McCord)	49.36	
Animal Control	45.94	
Landfill	65.63	
Water Department	29.83	
Emergency Services	48.75	
Convenience Station	144.64	
	<hr/> 556.52	40042

AMERICAN ELECTRIC POWER

Water Department	33.11	
Refuse Collect	234.19	
Convenience Station	217.23	
IDA	8.27	
Water Department	405.15	
Saltville Clinic	39.51	
	<hr/> 937.46	40043

AMERICAN TOWERS

Building Inspection - Bond Refund	5,000.00	40044
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ANDERS ELECTRIC

Animal Control - Uniforms	139.88	40045
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ANDERSON & ASSOCIATES

WebGIS Data	576.00	
Digital Parcel Cleanup	469.00	
Water Department - Allison Gap	27,007.34	
	<hr/> 28,052.34	40046

ANIMAL CARE EQUIPMENT

Animal Control - Supplies	459.69	40047
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ARCHER, DAWN

Social Services Board Member	50.00	40048
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ASHBY, WALTER & DREAMA

CSA Pool	215.00	40049
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ATWELL, ARCHIE

Planning Commission Board Member	50.00	
Mileage	14.30	
	<hr/> 64.30	40050

BATTERIES PLUS #360

Sheriff/Inmate - Battery	196.96	40053
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BEATTY, JOE & AMELIA BLAND

CSA Pool	644.00	40054
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BELEW SOUND & VISUAL INC.

911 Equipment - Camera	1,650.00	40055
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BENJ FRANKLIN PRINTING CO.

General Registrar - Town election supplies	1,075.01	40056
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BERRY HOME CENTER

Sheriff - Dog	47.46	
Water Department - Supplies	5.50	
Landfill - Supplies	74.41	
	<hr/> 127.37	40057

BERRY IRON & METAL

Refuse Collect - Tank Rental	15.68	40058
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BISE, PENNY

Office on Youth - Meals	36.96	
CSA Pool	185.90	
	<hr/> 222.86	40059

BLANKENBECKLER, DEBBIE

Sheriff/Inmate - Newspaper	11.40	40060
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BLEVINS MOTORS

Moving Dental Unit	750.00	40061
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BLEVINS, DENNIS R.

Planning Commission Board Member	50.00	
Mileage	2.60	
	<hr/> 52.60	40062

BLEVINS, JOHN WALLACE

Refuse Collect - Commercial Drivers License Renewal	35.00	40063
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BLUE RIDGE COUNSELING

CSA Pool	325.00	40064
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BOB BARKER CO.

Jail - Linen	214.26	40065
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BOBBY'S PRINTING SERVICE

Board of Supervisors	32.00	
Treasurer	207.00	
Data Processing	32.00	
Sheriff - Envelopes	20.00	
	<hr/> 291.00	40066

BRISTOL OFFICE SUPPLY

General District Court - Maintenance	33.18	40067
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BROWN, ADAM

Community Development - Mileage	429.00	40068
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C. W. WARTHEN CO.

Clerk	859.47	
Clerk - Grant Funds	7,779.57	
	<hr/> 8,639.04	

CAROLINA SOFTWARE

Refuse Collect - Software Maintenance	200.00	40071
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CARTER MACHINERY CO.

Refuse Collect - Landfill Maintenance	2,355.28	40072
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CARTER, MICHAEL

Landfill - Registration	10.00	40073
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CDW GOVERNMENT, INC.

Data Processing	121.58	
Sheriff	875.00	
Building Inspection	168.00	
Animal Control	168.00	
Community Development	168.16	
E-911	283.00	
	<hr/> 1,783.74	40074

CHAMBER OF COMMERCE

Community Development - Meal	19.00	40075
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CHILHOWIE ALIGNMENT SERVICE

Sheriff - Car Repair	219.64	40076
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CHILHOWIE CHEVRON FOOD MART

Emergency Services - Food	152.19	40077
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CLARENCE WIDENERS BODY SHOP

Water Deptment - Refund	25.00	40078
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COLLINS EQUIPMENT CO.

Refuse Collect - Vehicle Repair	91.68	40079
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CONWAY MOTOR CO., INC.

Sheriff - Car Repair	25.00	40080
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CRAIG, MARVIN

IDA Board Member	50.00	40081
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D&D CONTRACTORS, INC.

Building Inspection - Refund	70.70	40082
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D&H TRACTOR SALES, INC.

Refuse Collect - Vehicle Repairs	62.04	
Water Department - Hose for backhoe	57.67	
	<hr/> 119.71	40083

DAVIDSON TIRE

Motor Vehicle - Cost of Sales	1,090.00	
Motor Vehicle - Cost of Sales	230.00	
	<hr/> 1,320.00	40084

DEAN, HARRY L.

IDA Board Member	50.00	40085
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DEBORD, WILLIAM

Building Inspection - Refund	90.90	40086
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DEBORD, MYRON

Planning Commission Board Member	50.00	
Mileage	3.25	
	<hr/> 53.25	40087

DEPARTMENT OF INFORMATION TECHNOLOGY

Data Processing - TI. Line	305.46	
Juvenile Court - Telephone	153.72	
	<hr/> 459.18	40090

DIAMOND CAB

CSA Pool	98.00	40091
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DR. JAMES E. PATTERSON

Medical Examiner	100.00	40092
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DR. ROBERT L. HALE

Jail - Physician	658.23	40093
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DR. EMMETT V. RICHARDSON, III

Jail - Dentist	375.00	40094
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DRAPER ADEN ASSOCIATES

Refuse Collect - Gas Monitoring	1,285.46	
Reuse Collect - Groundwater	2,846.36	
	<hr/> 4,131.82	40095

DUTT & WAGNER OF VIRGINIA, INC.

Jail - Food	590.87	40096
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EARTHGRAINS BAKING CO.

Jail - Food	1,142.17	40097
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EMANUEL TIRE OF VA

Refuse Collect - Tires Recycled	4,000.00	40098
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FAMILY COMMUNITY NEWSPAPER

Water Department - Advertisement	22.50	
Landfill - Advertisement	48.75	
Water Department - Green Hill/Shuler Hollow	67.50	
	<hr/> 138.75	40099

FAMILY DEVELOPMENT RESOURCES

CSA Trust	673.89	40100
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FAMILY PRESERVATION

CSA Pool	1,084.25	40101
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FEDEX

Sheriff	114.17	
Community Development	23.48	
	<hr/> 137.65	40102

FLEET PRIDE

Refuse Collect - Vehicle Repair	489.80	40103
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FLESHMAN, MONTIE E.

IDA Board Member	50.00	40104
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FOOD CITY STORES #848

Jail - Food	761.93	40105
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FOOD CITY PHARMACY

Jail - Medical	2,792.49	40106
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FRANCIS BROS. INC.

Jail - Repairs	335.42	
Animal Control - Supplies	50.00	

<u>FREDERICK G. GRIFFIN, P.C.</u>		
Communication Study	1,822.25	40108
<u>FREE SERVICE TIRE #816</u>		
Refuse Collect - Vehicle Repair	32.50	40109
<u>FULLEN MOTOR CO.</u>		
County Administrator - Truck Repair	32.05	40110
<u>GALL'S, INC.</u>		
Sheriff - Uniforms	52.78	
Jail - Supplies	28.95	
Water Department - Pepper Spray	112.93	
	<hr/> 194.66	40111
<u>GOODPASTURE MOTOR CO.</u>		
Refuse Collect - Vehicle Repair	119.56	40112
<u>GORDON FOOD SERVICE</u>		
Jail - Food	3,047.98	40113
<u>GRINSTEAD, PAUL</u>		
Planning Commission Board Member (April & May)	100.00	
Mileage	9.10	
	<hr/> 109.10	40114
<u>GRISSOM MOTOR PARTS, INC.</u>		
Refuse Collect - Vehicle Repair	41.94	
Sheriff	96.71	
Building Inspection	7.68	
	<hr/> 146.33	40115
<u>GUY, ROBERT E.</u>		
IDA Board Member	50.00	40116
<u>GUYER, LINDA</u>		
CSA Pool	1,702.00	40117
<u>THE HARRISON COMPANY</u>		
Commonwealth Attorney	44.40	40118
<u>HAUVER'S COMPUTER SERVICE</u>		
Data Processing	107.45	40119
<u>HEFFERMAN, TOM</u>		
CSA Pool	85.00	40120
<u>HESS, TOM</u>		
Social Services Board Member	50.00	40121
<u>HIGHLAND PAGING INC.</u>		
Animal Control - Pagers	50.24	40122
<u>HIGHLANDS JUVENILE DETENTION CENTER</u>		
Juvenile Court - Alternatives	1,666.67	40123
<u>HIGHLANDS JUVENILE DETENTION CENTER</u>		
Juvenile Court - Operations	6,980.83	40124
<u>HOPKINS, TERESA</u>		
Circuit Court - Mileage	150.00	40125

HUGHES SUPPLY, INC.

JANIE HAMMIT CHILDREN'S HOME

CSA Pool	3,773.50	40128
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JENKINS LOCKSMITH

Sheriff - Car Repair	125.00	40129
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JERRY'S SIGNS, INC.

Sheriff - Car Repair	375.00	40130
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J. L. WARREN, CLERK

Clerk - FICA	1,344.97	
Clerk - Office Supplies	13.13	
Clerk - Historical Project	225.00	
	<hr/> 1,583.10	40131

JOBSITE JOHNNY

Refuse Collect - "Pottie"	55.00	
Convenience Station - "Potties"	495.00	
	<hr/> 550.00	40132

JONES, JOHNNY & BETTY

CSA Pool	518.00	40133
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KAY'S UNIFORMS #3

Sheriff - Uniforms	43.50	40134
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KEL-SAN, INC.

Jail - Cleaning Supplies	967.20	
Animal Control - Cleaning Supplies	310.77	
	<hr/> 1,277.97	40135

KELL'S TRADING POST

Motor Vehicle - Cost of Sales	1,134.00	40136
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KING FORD-CHRYSLER-PLYMOUTH-DODGE-JEEP

Sheriff - Car Repair	405.28	40137
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KING, CHRISTOPHER W.

Basic 911	825.00	40138
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LEARY EDUCATION FOUNDATION

CSA Pool	7,429.17	40139
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MCFARLAND, JOHN & RHONDA

CSA Pool	615.00	40140
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MCFARLAND, RHONDA

CSA Pool	132.00	40141
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MALOYED MOTOR & TIRE CO.

Water Department - Vehicle Repair	30.00	40142
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MARION COMPUTER TECHNOLOGIES #7

Clerk	60.00	40143
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MARION ELECTRIC CO.

Convenience Station - Repair & Maintenance	429.00	40144
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MARION FRAME & ALIGNMENT

Sheriff - Car Repair	217.77	40145
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MARION OFFICE SUPPLY

Sheriff	10.00	
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MARION ROTARY CLUB

Board of Supervisors - After Prom Party	1,000.00	40147
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MCCLURE, EARL

Planning Commission Board Member	50.00	
Mileage	6.50	
	<hr/> 56.50	40148

MCCONNELL, KELLY

Extension Office - Mileage	62.08	40149
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MCCORMICK, SCOTT & CLAUDINE

CSA Pool	893.05	40150
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MCGREGOR, DUNCAN

Water Department - Registration	10.00	
VDOT Permit	30.00	
	<hr/> 40.00	40151

MICROTEK SOLUTIONS

Central Dispatch - VCIN Printer Ribbons	434.00	40152
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MINOLTA CORPORATION

Jail - Maintenance	106.30	40153
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MOORE, BRANDON

Pro/Services Mapping - ArcView GIS911	1,050.00	40154
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MORGAN, SALLY

County Administrator - Gas	5.00	
Community Development - Mileage	67.00	
IDA - Meals	93.00	
	<hr/> 165.00	40155

MT. ROGERS COMMUNITY SERVICES BOARD

CSA Pool	4,067.50	40156
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MT. ROGERS COMMUNITY SERVICES BOARD

Jail - Mental	544.00	40157
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MT. ROGERS PLANNING DISTRICT COMMISSION

Pro/Services Mapping - Mapping	749.63	
Quarterly Payment	4,034.25	
Water Department - Hall Addition	524.61	
	<hr/> 5,308.49	40158

MOUNT ROGERS SHELTER HOME

CSA Pool	70.00	40159
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MULLEN ARMY & NAVY STORE

Sheriff - Uniforms	131.02	
Animal Control - Uniforms	339.89	
	<hr/> 470.91	40160

NASCO FORT ATKINSON

Animal Control - Syringes	57.21	40161
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NATIONAL CHEMICAL

County Office Building - Maintenance	220.24	40162
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NEITCH, DARLENE

Social Services Board Member	50.00	40163
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OFFICE MACHINES & SUPPLY CO. (CON'T)

Treasurer	202.68	
Data Processing	24.90	
General Registrar	60.74	
General District Court - Magistrate	19.59	
General District Court	65.63	
Clerk	25.99	
Sheriff	280.77	
Central Dispatch	432.12	
Jail	20.40	
Building Inspection	81.47	
Community Development	105.79	
Water Department	55.79	
	<hr/> 1,683.90	40165

ONE NUMBER INFORMATION

Water Department - "Ms. Utility"	85.25	40166
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ONESTAR LONG DISTANCE

County Administrator	1,035.72	40167
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P&T CONCRETE SUPPLY

Water Department - Beaver Creek	596.40	40168
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PETTY CASH - COUNTY ADMINISTRATOR OFFICE

Board of Supervisors - Recording Fee	46.00	
County Administrator - Gas	16.96	
County Administrator - Postage	0.46	
County Administrator - Bandaids	1.50	
Data Processing - Meals	10.00	
Water Department - Registration	10.00	
Animal Control - Tire Repair	20.00	
Courthouse - Lawn Gas	10.85	
Health Department - Lawn Gas	9.50	
County Office Building - Lawn Gas	16.97	
	<hr/> 142.24	40169

PFG HALE

Jail - Food	4,322.66	40170
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PHOENIX SIGNS & ADVERTISING

Pro/Services Mapping - Sign Repair	898.00	40171
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PINES RESIDENTIAL TREATMENT

CSA Pool	3,528.00	40172
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PITNEY BOWES, INC.

General Registrar	43.44	40173
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PITNEY BOWES

Treasurer - Lease/Rent	168.49	
Circuit Court	143.55	
	<hr/> 312.04	40174

PRO PAGE

General District Court - Magistrates	49.95	
Juvenile Court - Pagers	28.25	
Sheriff - Pagers	678.91	
	<hr/> 757.11	40175

PURCHASE POWER

County Administrator	779.86	
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PURCHASE POWER (CON'T)

Animal Control	8.93	
Water Department	219.57	
Community Development	48.52	
	<hr/> 2,020.00	40176

R&M USED CARS

Refuse Collect - Vehicle Repair	30.00	40177
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RADIO SHACK CORPORATION

County Office Building - Supplies	8.91	40178
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REYNOLDS LIGHTING, INC.

County Office Building - Light Bulbs	120.31	40179
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RHEA, DARYL & MICHELLE

CSA Pool	430.00	40180
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RODZWIC, STEVE & TERRI

CSA Pool	14.34	40181
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ROMANS, BILL & TAMMY

CSA Pool	436.00	40182
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ROOKER, DENNIS & LORETTA

CSA Pool	42.94	40183
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RUSH OIL COMPANY

Refuse Collect	3,993.12	
Animal Control	294.00	
Water Department	633.95	
Sheriff	4,325.87	
Sheriff	3,226.68	
Building Inspection	257.20	
Data Processing	13.65	
Water Department (McCord)	54.60	
County Engineer	65.00	
County Administrator	61.32	
	<hr/> 12,925.39	40184

SALTVILLE PROGRESS

Motor Vehicle - Advertisement	28.00	
Water Department	52.50	
Board of Supervisors	210.00	
	<hr/> 290.50	40185

SALTVILLE PROGRESS

Commonwealth Attorney - Subscription	18.00	40186
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SALTVILLE STONE, INC.

Water Department - Stone	37.18	40187
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SEYMORE 1 HOUR PHOTO

Animal Control - Film	13.51	40188
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SHERIFF, R. DAVID BRADLEY - PETTY CASH

Transport Inmates	978.69	
Schooling	753.45	
Dare	250.00	
	<hr/> 1,982.14	40189

SHREEVES SEPTIC SERVICE

Refuse Collect - Hauling	2,107.00	40190
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SMYTH COUNTY ANIMAL HOSPITAL

Animal Control	315.12	40193
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SMYTH COUNTY COMMUNITY HOSPITAL

Jail - Medical	2,294.73	40194
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SMYTH COUNTY DEPT. OF SOCIAL SERVICES**MASTERCARD**

CSA Pool	140.00	40195
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SMYTH COUNTY WATER/SEWER

Convenience Station - Water	80.00	
Animal Control - Water	54.08	
	<hr/> 134.08	40196

SMYTH COUNTY HEALTH DEPARTMENT

Public Health - Quarterly Payment	98,736.25	40197
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SMYTH COUNTY HEALTH DEPARTMENT

Animal Control	11.00	40198
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SMYTH COUNTY SCHOOL BOARD

Sheriff - Car Repair	91.00	40199
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SMYTH FARM BUREAU

Refuse Collect - Landfill Maintenance	128.62	
Water Department - Beaver Creek	42.79	
Animal Control	90.87	
	<hr/> 262.28	40200

SOURCE 4

Data Processing	625.20	40201
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SOUTH STAR

Water Department - Weed Killer	270.50	40202
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SOUTHERN ELEVATOR CO., INC.

Buildings & Grounds - Maintenance	54.50	
County Office Building - Maintenance	51.00	
Jail - Maintenance	54.50	
	<hr/> 160.00	40203

SOUTHERN STATES MARION COOP

Water Department - Flood Damage	37.50	40204
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SPECIALTIES, INC.

Animal Control - Supplies	139.00	40205
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SPENCE, DIANE

Meals	20.88	
Gas	25.00	
Telephone	8.58	
	<hr/> 54.46	40206

SPRINT

Landfill	34.65	40207
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SPRINT

County Administrator	2,374.56
Juvenile Court	302.95
E-911	2,769.00
Extension Office	109.85

<u>STAMPER, JIMMIE</u>		
IDA Board Member	50.00	40209
<u>STANDARD COFFEE SERVICE</u>		
Jail - Food	309.00	40210
<u>STREET, MANUAL</u>		
Community Development - Mileage	13.98	40211
<u>STRINGER, ED</u>		
Social Services Board Member	50.00	40212
<u>SUKLE, HOLLYFIELD & ABBOTT</u>		
Jail - Dentist	965.00	40213
<u>SULLIVAN, JIM R.</u>		
Board of Supervisors - Youth Gov. Day Meals	30.82	40214
<u>SUNCOM</u>		
Sheriff - Cell Phones	1,629.27	40215
<u>SOUTHWESTERN VA MENTAL HEALTH INST.</u>		
County Office Building - Water/Sewer/Steam	1,210.00	40216
<u>SWIFA</u>		
IDA - SWIFA	6,612.92	40217
<u>T&A CONSTRUCTION & FENCING</u>		
Water Department - Flood Damage	150.00	40218
<u>T.L. COMMUNICATIONS, INC.</u>		
Sheriff	25.00	
Sheriff	120.00	
Water Department	75.00	
Landfill	75.00	
	<hr/> 295.00	40219
<u>TATE, JOHN H., JR.</u>		
County Attorney - Services Feb. & March	3,725.24	40220
<u>TEATERS, NORMA</u>		
Office on Youth - Mileage	183.95	40221
<u>THOMAS BRIDGE WATER CORP.</u>		
Water Department - Water	568.02	
Convenience Station - Water	18.00	
	<hr/> 586.02	40222
<u>THOMPSON & LITTON, INC.</u>		
Water Department - Shannon Gap/Walker Creek	938.49	
Water Department - Watson Gap Interconnect	3,240.86	
	<hr/> 4,179.35	40223
<u>THOMPSON TIRE</u>		
Sheriff - Car Repair	99.20	
Building Inspection - Tires	117.30	
Animal Control - Tires	385.48	
Water Department - Tires	395.16	
	<hr/> 997.14	40224
<u>THWEATT, C.M.</u>		
Jail - Repairs	320.00	40225

TOWN OF CHILHOWIE

Water Department - Wastewater Treatment	2,350.86	
Water Department - Water	244.75	
	<u>2,595.61</u>	40227

TOWN OF MARION

Community Development - Biking & Hiking Trail	4,000.00	
Health Building	165.01	
County Office Building	57.20	
Jail	996.95	
Water Department	12,261.09	
Water Department - Operations & Maintenance STP	26,233.70	
	<u>43,713.95</u>	40228

TOWN OF SALTVILLE

Saltville Clinic	68.44	40229
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TOWN OF SALTVILLE

Water Department - Water	5,546.32	40230
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TREASURER - SMYTH COUNTY

Water Department - Debt Reserve	3,326.80	40231
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TREASURER OF VA - DEPT. OF GEN. SERVICES

Emergency Services - Surplus Equipment	120.00	
Water Department - Surplus Equipment Chairs	60.00	
	<u>180.00</u>	40232

TREASURER OF VIRGINIA

Clerk - Audit	2,001.22	40233
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TREASURER OF VA - VA DEPT. OF BUS. ASSIST.

Community Development - Registration	50.00	40234
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TREASURER - VIRGINIA TECH

Extension Office - Salary	25,802.88	40235
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TRIVETTE, HEATHER

CSA Pool	1.00	40236
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TUCKER PRINTING

Motor Vehicles - Envelopes	49.58	
Victim Witness	337.00	
Commonwealth Attorney	530.00	
	<u>916.58</u>	40237

TWO-WAY RADIO, INC.

Sheriff - Radio Maintenance	1,495.00	
Animal Control - Radio Exp.	15.00	
	<u>1,510.00</u>	40238

U.S. FOOD SERVICE

Jail - Food	914.65	40239
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UNITED CITIES GAS CO.

Buildings & Grounds - Fuel Old School	595.56	40240
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VA ASSOCIATION OF GOV. ARCHIVES & RECORDS

Clerk - Dues	10.00	40241
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VA BATTERY CO., INC.

Sheriff - Car Repair (Battery)	108.95	40242
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VA EMPLOYMENT COMMISSION

Board of Supervisors - Unemployment	2,150.68	40245
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VA STATE BOARD OF ELECTIONS

General Registrar - Registration	135.00	40246
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VALLEY RICH DAIRY

Jail - Food	398.86	40247
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VENABLE, WAYNE

Planning Commission Board Member (April & May)	100.00	
Mileage	32.50	
	<hr/> 132.50	40248

VIRGINIA TRANE

County Office Building - Maintenance	1,422.75	
Jail - Maintenance	642.44	
	<hr/> 2,065.19	40249

VISA

County Administrator - Motel	95.63	
Gas	18.54	
Animal Control - Supplies	58.75	
Landfill - Maintenance	344.91	
Data Processing	29.88	
	<hr/> 547.71	40250

VISIONICS CORPORATION

Sheriff - Maintenance	5,145.00	40251
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W-L CONSTRUCTION & PAVING CO.

Water Department - Flood Damage	9,914.62	40252
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WAHL, MICHAEL & DONNA

CSA Pool	344.00	40253
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WALKER PAVING

Refuse Collect - Lease/Rent	711.60	40254
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WALMART COMMUNITY

Office on Youth	586.80	40255
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WALMART COMMUNITY

Commonwealth Attorney	113.27	
Victim Witness	45.36	
	<hr/> 158.63	40256

WARD, VICKI

Social Services Board Member	50.00	40257
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WASTE MANAGEMENT

Refuse Collect - Hauling	54,092.07	40258
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WATER PROFESSIONALS

Commonwealth Attorney	24.48	
Landfill	22.48	
	<hr/> 46.96	40259

WESTERN AUTO ASSOCIATE STORE

Water Department - Supplies	64.40	40260
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WILLIAMS, SHANNON

Basic 044 Training

WILLIAMS, SUSAN

Victim Witness - Mileage	24.38	
Meals	11.14	
	<hr/> 35.52	40265

WMEV - FM/AM

Emergency Services - Radio Exp.	50.00	
Refuse Collect - Radio Exp.	21.25	
Water - Radio Exp.	21.25	
	<hr/> 92.50	40263

WOTS-N-KNOTS

Sheriff - Uniforms	224.00	40264
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WRIGHT EQUIPMENT CO.

Water Department - Flood Damage	1,501.46	
Water Department - Supplies	8.31	
	<hr/> 1,509.77	40265

WRIGHT, WANDA

Jail - Nurse	550.00	40266
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WYATT, LARRY

IDA Board Member	50.00	40267
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XEROX CORPORATION

Commonwealth Attorney - Maintenance	81.47	40268
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ZEP MANUFACTURING CO.

Jail - Cleaning Supplies	561.23	40269
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VA MARINE RESOURCES COMMISSION

Water Department - Permit	100.00	40270
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VA DEPARTMENT OF TRANSPORTATION

Water Department - Permit	60.00	40271
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BOBBY'S PRINTING SERVICE

Data processing	50.00	40272
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JUDSON, CHARLES AND GLORIA COMPTON

Commissioner of Revenue - Refund	100.12	40273
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OWENS, JOHN L. & BARBARA

Water Department - Green Hill/Shuler Hollow Easement	150.00	40274
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B&L WATER SPECIALISTS

Dix Well	15,760.00	40275
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JACK OWENS PLUMBING

Water Department - Watson Gap Interconnect	6,175.00	40276
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HUBBLE, M. JAY

Board of Supervisors - Registration	75.00	
Meals	30.00	
Motel	120.46	
Mileage	141.90	
	<hr/> 367.36	40277

HENDRICK, W. EUGENE, JR.

General Registrar - Election Custodian	234.62	40278
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STURGILL, CONNIE A.

General Registrar - Meals	18.72	
Mileage	35.10	
	<u>53.82</u>	40281

HATFIELD, WILLIAM M. & DARLENE

Water Department - Green Hill/Shuler Hollow Easement	555.00	40297
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THOMAS, DAVID W. & NANCY H.

Water Department - Green Hill/Shuler Hollow Easement	782.00	40298
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D&D CONSTRUCTION INC.

IDA - 1/2 of survey on Greer Site	475.00	40299
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BOBBY'S PRINTING SERVICE

Animal Control - Coin Envelope	105.00	205
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KEYES, DAWN

Animal Control - Claim	65.00	206
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HUTTON, LESTER

Animal Control - Claim	100.00	207
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MIDATLANTIC STORAGE SYSTEM

RD Funds - Hutton Branch	10,839.50	1029
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TIPTON CONSTRUCTION CO.

RD Funds - Hutton Branch	164,815.37	1030
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BUILDING CRAFTS INC.

RD Funds - Hutton Branch	32,893.34	1031
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DEWBERRY & DAVIS

RD Funds - (Inspection) - Hutton Branch	9,040.00	
RD Funds (Design) - Hutton Branch	954.90	
	<u>9,994.90</u>	1032

BUILDING CRAFTS INC.

VDH Funds - Hutton Branch	35,634.44	1033
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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

 CHAIRMAN

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held on
Tuesday, May 28, 2002, at 4:00 p.m.

PRESENT: All Board Members

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; Jeff Campbell
and Duncan McGregor.

The Chairperson called the meeting to order.

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

Resolved, that the Smyth County Board of Supervisors at a continued scheduled
meeting, held on May 28, 2002, at the County Office Building, do hereby name and
appoint the following members as their authorized representatives to transact and sign
any and all documents related to the securing funds from the Federal Grant awarded to
the Smyth County Board of Supervisors as administrated by the Environmental
Protection Agency (EPA) for the Allison Gap Sewer Project.

The Board designates either Edwin B. J. Whitmore, III or Mary Ann Evans, to act
on behalf of the Board as their duly appointed persons to satisfy this RESOLUTION.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and duly carried, BE IT
RESOLVED that the Board of Supervisors adopts the following:

REQUEST FOR LOWER INTEREST RATE

Applicant: Smyth County Board of Supervisors
 Project: Green Hill/Shuler Hollow Sewer Project
 Loan and/or Grant \$797,700 Loan...\$1,356,000 Grant

Smyth County hereby request the interest rate of the referenced loan be the lower of the rate in effect at the time of loan approval or the time of loan closing.

Edwin B. J. Whitmore, III

Title

Upon motion of Mr. Blevins, seconded by Mr. Staley, and duly carried, BE IT
 RESOLVED that the Smyth County Board of Supervisors 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 Utilities service administered 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 Utilities Service administered funds if a conflict of interest, real or apparent, would be involved. None of the abovementioned 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.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, the Board approves Amendment #1 to Engineering Agreement with Dewberry & Davis on the Green Hill/Shuler Hollow Sewer Project:

- A. Exhibit C – Lump Sum Method of Payment, Part C.4.08.A.4 Additional Services. In Paragraph b. Increase the Other Permits/Easement Budget from \$19,000 to \$53,000. The basis of billing shall remain hourly-not-to-exceed.

Justification for Amendment

Additional work was required following easement acquisition. A number of sewer lines were relocated to avoid various constraints to construction and to aid in acquisition of easements. Currently, 46 changes have been identified. Changes include additional field survey, numerous field visits for relocations, and additional drafting time implementing the changes on the plans.

Additional future changes include finalizing the changes on the plans and specifications to prepare a set of bid documents. Changes made to sewer lines at the beginning of plan lines affect the remainder of the plan sheets. These changes have been delayed pending the final changes required.

Current Changes Cost	\$31,679	increase
Future Changes Cost	\$ 2,321	(estimated)
Total Amendment	\$34,000	

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following proposal easement acquisition by Dewberry & Davis on Hutton Branch Water Project:

RE: Contract for Engineering Services Easement Acquisition for Route 16
Change Order on the Hutton Branch Water Project.

Understanding of Project

Dewberry & Davis, Inc. understands that relocation of a portion of water line on the Hutton Branch Water Project is required due to conflicting utilities and right-of-way restraints along U. S. Route 16 in Smyth County.

Line 100 of the plans was designed to be installed along Route 16 adjacent to the Town of Marion's 12" water main line. Since the design was completed and the Hutton Branch project was bid, the Town has installed a 4" water line adjacent to the existing 12". The combination of these two water lines eliminates the possibility of installing Line 100 in the Route 16 right-of-way.

Line 100 will be redesigned to be installed behind the houses on Route 16. There is an existing sewer and sewer line easement behind the houses on Route 16. The proposed water line (line 100) will be installed adjacent to this existing easement.

The Virginia Department of Health requires a minimum horizontal separation between water and sewer lines of 10 feet. Since the existing sewer line easement is 10 feet from the centerline of the sewer line, an additional water easement must be acquired. This water easement will be acquired adjacent to the sewer line easement, with a permanent width of 10 feet (5 feet from water centerline).

A total of eight easements and seven property owners have been identified as being necessary to incorporate the Change Order.

Scope of Services

Dewberry & Davis, Inc. will acquire the easements required for the Change Order.

Acquisition will generally include:

- First contact by mailing easement to property owner.
- Personal telephone call to each property owner.
- Personal visit to each property owner.
- Notarization of easement signature.

Project Schedule

Dewberry & Davis, Inc. will begin easement acquisition immediately upon being issued notice to proceed by Smyth County. We estimate the following schedule:

<u>Milestone</u>	<u>Ending Date</u>
Notice to Proceed	May 14
Mail easements to property owners	May 17
Make telephone contact with property owners	May 24
Make personal visit to property owners	May 31

Note: The above schedule assumes each property owner is willing to sign an easement without unusual delays or request for compensation. If problems are encountered with any property owner, the schedule will be extended.

Deliverables

Dewberry & Davis, Inc. will acquire easements on behalf of Smyth County. The easements will be provided to the Smyth County Attorney who will record each easement in the Circuit Clerk's office at the Smyth County Courthouse.

Personnel

Dewberry & Davis, Inc. proposes to provide the services of Don Henderlite to acquire the easements. Mr. Henderlite has extensive experience in easement acquisition during his employment at Mount Rogers Planning District Commission and the Smyth County Public Service Authority.

Items to be provided by Smyth County

Due to the nature of easement acquisition, it is necessary for Smyth County to provide Dewberry & Davis Inc. with direction on negotiation with property owners. Specific points to be negotiable shall be discussed at a water/sewer committee meeting.

Compensation

The proposed fee for the above scope of services will be based on an hourly rate. The actual number of hours to be provided cannot be measured, due to the potential wide variation in property owner requests. Based on available information, it is estimated that the hourly billings will total approximately \$3,300, billed at a rate of \$55 per hour.

Dewberry & Davis, Inc. will bill Smyth County on an hourly basis based on this estimated cost.

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

RE: Proposal for Additional Professional Engineering Services, Easement Acquisition
Thomas Bridge Water Interconnection Project

Description of the Project

Smyth County is planning to construct a water line extension from the County's existing water system in the Ebenezer section of the County and connect to the Thomas Bridge

Water Corporation water line in the McMullin area.

Water lines are planned to be constructed along State Route 659 and 660 with a crossing of the Middle Fork Holston River. Construction is estimated to include approximately 8,200 linear feet of 6 inch diameter water lines, booster pump station, river crossing, and related improvements. The County plans to fund this project from general county funds but may wish to seek outside funding assistance from Rural Development or the Virginia Department of Health.

Adams-Heath Engineering, Inc. has been requested to provide a proposal to assist the County in acquiring easements from private property owners for the proposed water system extensions construction.

Scope of Services

Adams-Heath Engineering, Inc. proposes to provide the following professional engineering services to Smyth County for the proposed project:

Task 1 and 2 currently authorized.

Task 3:Easements: Adams-Heath Engineering, Inc. will provide assistance in acquiring the easements necessary for construction of the project. Our assistance will include the following:

1. Letter to each property owner describing the project with easement form and copy of mapping showing easement limits.
2. Attempt to contact property owners in person, within Smyth County, or by telephone to answer questions.
3. Meet with property owners within Smyth County as requested to discuss easement form and witness signatures by notary public.

4. Weekly progress report shall be submitted to the Smyth County Engineer.

There are ten (10) separate easements needed for the project. We estimate that 3 hours time will be needed for each easement for a total estimated time of 30 hours. Only one property owner is currently listed with residence outside of Smyth County.

We cannot guarantee the property owners will sign the easement form but feel this amount of time is a reasonable effort to acquire the easement.

Items to be Furnished/obtained by others

In order to complete the indicated Scope of Services, the following items are requested to be provided by Smyth County:

1. Any easement recording fees assessed are to be paid for by Smyth County.
2. This proposal does not include title searches or recording of easements at the Smyth County Circuit Court Clerk's Office.

Schedule of Completion

Adams-Heath Engineering, Inc. will begin work immediately upon written acceptance of this proposal. It is anticipated that the previously described Task 3 will be completed with progress reports submitted to the County Engineer within thirty (30) calendar days following receipt of your written authorization.

Compensation

Adams-Heath Engineering, Inc. will complete the indicated Scope of Services within the given Schedule of Completion at the hourly billing rate of \$55.00 with an estimated amount of \$1,659.00. Invoices will be rendered in accordance with the following task completion schedule and are due and payable within 30 days after receipt.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, the Board approves an additional holiday on Friday, July 5, 2002, in celebration of Independence Day for County Employees.

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

WHEREAS, Rebecca Jean McCall has been employed by the Smyth County Sheriff's Office for thirty (30) years and has retired from her position effective May 31, 2002.

WHEREAS, Rebecca Jean McCall has contributed to the law enforcement efforts of the County as Matron-Dispatcher, Road Officer and for the last six years as Captain over road operations; and

WHEREAS, Rebecca Jean McCall has provided outstanding service to the county as a hard working, dedicated employee.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors recognizes the dedicated service provided by Rebecca Jean McCall as a 30-year employee of the Smyth County Sheriff's Office.

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors expresses its appreciation and gratitude to Rebecca Jean McCall for her outstanding contributions to the law enforcement efforts of Smyth County, and wishes her well in her much-deserved retirement.

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

Freeze Damage Relief for County of Smyth Farmers

WHEREAS, the freeze conditions in the County of Smyth has severely affected
farmers; and

WHEREAS, during the growing season of this year the County of Smyth has
experienced a severe freeze adversely affecting agricultural crops on May 19th – 23rd; and

WHEREAS, the County of Smyth Food and Agricultural Council, made up of the
Farm Service Agency, the Natural Resource Conservation Service, and Virginia
Cooperative Extension has reported that approximately 3200 acres of farm land has been
adversely affected within the County at an estimated loss of \$6.3 million dollars; and

WHEREAS, it is incumbent upon the Board of Supervisors of the County of
Smyth, Virginia, that the County Administrator is hereby instructed to file with the
Governor of Virginia a request that the County of Smyth be designated as a freeze
disaster area.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board
agreed to enter into executive session to discuss writing a letter supporting the lease of a
vacant building on Southwestern State Hospital Grounds as outlined in Section 2.2-3711
(a) (5) of the Code of Virginia, as amended.

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

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, BE IT RESOLVED that the Board 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, §2.2-3712 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

Upon motion of Ms. Neitch, seconded by Mr. Perry, and duly carried, the following letter of endorsement was written concerning the lease of vacant building on Southwestern State Hospital grounds:

Dr. James Rinehart, Commissioner

Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services

P. O. Box 1797

Richmond, VA 23218-1797

Dear Mr. Rinehart:

The Smyth County Board of Supervisors voted in yesterdays meeting to request your favorable consideration on the request from Paragon Youth and Family Services to lease a building known as Geriatric B from the Department of Mental Health, Mental Retardation and Substance Abuse Services for the purpose of establishing and operating a residential treatment facility for At Risk Youth.

Smyth County was the home of Southwestern State Hospital for decades and now houses Southwestern Virginia Mental Health Institute. Because of job reductions when Southwestern State Hospital was downsized and reoriented, this community still has a large pool of former employees who were trained to work with patients.

In addition, the recent job losses in the County have created an economic crisis in the County and this proposed facility would offer welcome employment opportunities in the County. We offer an excellent work force with a strong work ethic combined with a history of offering compassionate care to those needing assistance in dealing with acute mental problems.

We hope you will look favorably on the request from Paragon to lease this vacant structure and establish a much needed program in this region.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing on the proposed fiscal year 2002 -2003 Smyth County School Budgets.

No one appeared to speak either for or against said proposed budgets.

The Chairperson declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board of Supervisors adopts the Smyth County School Budgets for fiscal 2002 – 2003 in the following amounts:

Operations	\$35,508,762.00
Textbook	487,750.00
Capital Outlay & School Debt	\$ 3, 970,075.00

Vote: 5 Yea

2 Nay (Blevins and Neitch)

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held
at the County Office Building on Tuesday, June 11, 2002, at 12:00 Noon.

PRESENT: All Board Members.

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

The Chairperson called the meeting to order.

Invocation was led by Rev. Nouhad Melki, First Church of God, Atkins, and the
Pledge of Allegiance led by Mr. Michael Roberts.

(Note: The Board recessed its meeting until 3:30 p.m. to attend a meeting in which
Governor Warner would be attending.)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the
Board appropriates the sum of \$900,000 for General County Fund expenses during the
month of June 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried,
the Board appropriates the sum of \$300,000 for Department of Social Services
expenditures during the month of June 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board appropriates the sum of \$5,432,871.85 for the Smyth County Schools Operation Fund expenses during the month of June 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$2,500 for the Smyth County Schools Textbook Fund expenses during the month of June 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board appropriates the sum of \$487,223.00 for the Smyth County Schools Capital Outlay and Debt Service expenses during the month of June 2002.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider the adoption of an ordinance pursuant to an amendment to Section 53.1-120 of the Code of Virginia, adopted by the 2002 session of the General Assembly as SB 693, to impose an additional cost on each criminal and traffic case in the district and circuit courts of Smyth County, effective July 1, 2002. Proposed ordinance will require the Clerk of each District Court and the Clerk of the Circuit Court to assess and collect an additional sum of Five Dollars (\$5.00) as a part of the cost in each criminal or traffic case in which the defendant is convicted of a violation of any statute or ordinance.

Proposed ordinance will require that any funds collected by the Clerks of these courts will be remitted by the respective Clerk to the Treasurer of Smyth County, and require

the Treasurer to segregate such funds which may be appropriated by the governing body to the Sheriff of Smyth County for the sole purpose of funding courthouse security personnel.

Unless continued by subsequent ordinance of the Board of Supervisors of Smyth County, Virginia, the provisions of this proposed ordinance will expire July 1, 2004.

No citizens appeared to speak either for or against said proposed ordinance.

Messrs. Roberts and Perry stated they were in favor of said proposed ordinance.

The Chairperson declared the public hearing closed.

Ann Dix appeared to request a donation for the July 4th fireworks display. The Chairperson referred said matter to the Budget Committee.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and duly carried, the Board approves payment of end-of-month county employee salaries on June 21, 2002, for close of fiscal year.

Upon motion of Mr. Roberts, seconded by Mr. Blevins, and duly carried, the Board approves the Town of Saltville's request that Mayor Frank E. Lewis be reappointed a member of the Mount Rogers Planning District Commission.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, the Board approves a refund request for personal property tax during fiscal year 2001 in the amount

of \$148.40 to Mr. & Mrs. Roy B. Waddell, Jr., upon recommendation of the County Attorney.

Upon motion of Mr. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves Grant # 03-D3352AD01 in the amount of \$22,507 Federal funds and \$7,502 Local Funds, total \$30,009.00 for the Smyth County Sheriff's Office School Resource Officer position.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following agreement with Smyth County Health Department local services contract for fiscal year 2001 – 2002:

- C. Services listed in Attachment A(2), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia, when performed by a state employee, are herewith expressly excepted from any requirements of legal defense or representation by the Attorney General of the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for Virginia, the Attorney General has approved, pursuant to § 2.1-121 of the Code of Virginia and the Self-Insured General Liability Plan of the Commonwealth of Virginia, the legal representation of said employee by the city or county attorney, and the Smyth County Board of Supervisors hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or the Virginia Department of Health be responsible for providing legal defense or insurance coverage for local government employees.
2. Title to equipment purchased with funds appropriated by the local government and transferred to the state, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.
3. Amendments to or modifications of this contract must be agreed to in writing and signed by both parties.

State Health Commissioner
Virginia Department of Health

Mary Ann Evans
Local authorizing officer signature

Mary Ann Evans
Authorizing officer printed name

Asst. Dir. Adm.
Authorizing officer title

Date

6-11-07
Date

Approved as to form by the Office of Attorney General on October 12, 2000.

Attachments: Local Government Agreement, Attachment A (1.)
Local Government Agreement, Attachment A (2.)

LOA90.doc July 2001

LOCAL GOVERNMENT AGREEMENT ATTACHMENT A(1)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDICENT (\$21-41)

For Each Service Provided, Check Box(es) for Highest Income Level Served			
COMMUNICABLE DISEASE SERVICES			
Childhood immunizations	All	Income A only	Defined by Federal Regulations
As provided for in §21-46	X		
Sexually transmitted disease screening, diagnosis, treatment, and surveillance	X		
§21-47			
Surveillance and investigation of diseases	X		
§21-36 and §21-39			
HIV/AIDS surveillance, investigation, and seroprevalence survey	X		
§21-36, §21-39.1, §21-50			
Tuberculosis control screening, diagnosis, treatment, and surveillance	X		
§21-49 and §21-54			
CHILD HEALTH SERVICES			
Children: Specialty Services, diagnosis, treatment, follow-up, and parent counseling	All	Income A only	Defined by Federal Regulations
§21-27, §21-59 and §21-60			
Screening for genetic traits and newborn errors of metabolism, and provision of dietary supplements	X		
§21-66 and §21-69			
Maternal care up to age 21 (post part)	X		
Board of Health			
WIC			
Federal grant requirement	X		
ERFDT			
DMAS MOA	X		
Blood lead level testing	X		
CDC	X		
Outreach	X		
Community Education	X		
§21-11.3 and §21-23	X		
Pre-school Physicals for school entry	X		
§21-210			
DMAS MOA	X		
Disabled disability Waiver Screenings	X		
Services for Children with Special Health Care Needs	X		
Title V, Social Security Act	X		
Child restraint in motor vehicles	X		
46-2-1085, 46-2-1097			
Pediatrics	X		
DMAS MOA			

Revised 10/1/00

LOCAL GOVERNMENT AGREEMENT ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICESBASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-14)

For Each Service Provided, Check Block for Highest Income Level Served			
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women 32.1-77, Title V, Social Security Act			
Babycare Services DMAS MOA		X	
WIC Federal grant requirement		X	
FAMILY PLANING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X			X
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X			X

Revised 10/1/00

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or MOH agreements with other state or federal agencies.	
Ice cream/frozen desserts MOA Agriculture	X
Investigation of communicable diseases 32.1-35 and 32.1-39	X
Marinas 32.1-246	X
Migrant labor camps 32.1-203	X
Milk 3.1-530.4	X
Alternative discharging sewage systems 32.1-163	X
On-site sewage disposal 32.1-163	X
Rabies control 3.1-796.07-88	X
Restaurants/eating establishments 35.1-14	X
Sanitary surveys	X
Single home sewage discharge 32.1-164	X
Hotels/Motels 35.1-13	X
Water supply sanitation	X
Wells 32.1-176.2	X
Homes for adults DSS MOA	X
Juvenile Justice Institutions 35.1-23	X
Jail inspections DOC MOA	X
Daycare centers DSS MOA	X
Radon 32.1-228	X
Summer camps/ Campgrounds 35.1-16-17	X

Revised 10/1/00

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICESOTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Medicaid Nursing Home Screening DMAS MOA	X
Comprehensive Services Act 2.1-746, 2.1-751, 2.1-752, 2.1-753, 2.1-754, 2.1-747	X
Vital Records (Death Certificates) 32.1-254-255, 272	X
Early Intervention Services	X

Revised 10/1/00

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
COMMUNICABLE DISEASE SERVICES			
Foreign Travel Immunizations			X
CHILD HEALTH SERVICES			
School health services			X
Sick child care			
Other:			
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Funds for deliveries			
Funds for special tests and drugs			
Diagnosis, treatment, and referral for gynecological problems			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Other:			

Revised 10/1/00

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
GENERAL MEDICAL SERVICES	Income A only	Defined by Federal Regulations	All
Activities of Daily Living			X
Community Education			X
General Clinic Services			X
Home Health Services (skilled nursing and therapy)			
Outreach			X
Occupational health services			X
Personal care			X
Pharmacy services			
Hypertension screening, referral, and counseling			X
Respite care services			X
Other:			
SPECIALTY CLINIC SERVICES (List):	Income A only	Defined by Federal Regulations	All
DENTAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Preventive Clinic Services - Children	X		
Preventive Clinic Services - Adults			
Restorative Clinic Services	X		
Community Education	X		
Other:			

Revised 10/1/00

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICESPUBLIC HEALTH SERVICES PROVIDED
UNDER LOCAL ORDINANCE

Neither the Code of Virginia nor Regulations of the Board of Health require the following services to be provided by the local health department	
Accident Prevention	X
Air Pollution	
Bird Control	
Employee Physicals	
General Environmental	
Housing - BOCA & local building codes	
Insect control	
Noise	
Plumbing	
Radiological Health	
Rodent Control	
Solid Waste	
Swimming facilities	
Weeds	
Smoking Ordinances	
Other environmental services (identify)	

Revised 10/1/00

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICESPUBLIC HEALTH SERVICES PROVIDED UNDER
LOCAL ORDINANCES OR CONTRACT WITH LOCAL GOVERNMENTS

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Box for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
Employee physicals			
Primary care for inmates in local jails or correctional institutions			
Other medical services (List)			
Other (please list)			

Revised 10/1/00

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried,
the Board approves the necessary and reasonable expenses for any Board Member or the

County Administrator, who may desire to attend the local government conference to be held in Charlottes on August 11th – 13th, 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:

BE IT RESOLVED that the Smyth County Board of Supervisors will participate in the Virginia Juvenile Community Crime Control Act and accept funds appropriated for the purpose as set forth in this Act at this time.

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors intends to combine with Washington County and the City of Bristol to provide one Virginia Juvenile Community Crime Control Act plan for all three localities and Washington County will act as the fiscal agent for the plan.

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

WHEREAS, portions of Smyth County, Virginia, including the Nebo Community, received intense heavy rainfall on March 17, 2002, resulting in extensive damage to dwellings, buildings, property and equipment, and

WHEREAS, a part of this damage can be attributed to a major landslide that occurred off of Hummingbird Lane in the Nebo Community resulting in several buildings

being destroyed, equipment being damaged and a residence being threatened by the moving material, and

WHEREAS, a large volume of unstable material remains on the weakened steep slope posing a serious threat to a residence and other property at the toe of the slope should future rainfalls induce a reoccurring landslide, and

WHEREAS, the United States Department of Agriculture, Natural Resource Conservation Service, Virginia Office administers the Emergency Watershed Protection Program for Virginia, and

WHEREAS, the rehabilitation and stabilization of landslide areas brought on by heavy rainfall qualifies for assistance under the EWP program.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors enthusiastically supports the allocation of funds to the USDA-NRCS in Virginia for the purpose of assisting Smyth County in removing the threat to life and property created by the heavy rainfall and subsequent landslide that occurred on March 17, 2002, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors is willing and able to carry out their responsibilities under the EWP Program including acquiring necessary land rights and permits and furnishing the 25% local cost-share in dollars or in-kind services, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors fully supports the efforts of other counties and localities in Virginia to secure funding for addressing hazardous situations and threats to life and property in other areas through the USDA-NRCS EWP Program.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves Change Order #2 on Hutton Brach Water Project – Contract I to Building Crafts, Inc. for an increase in contract amount of \$14,900.00 due to winter shut down.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board continues its meeting to June 18, 2002 at 3:00 p.m. for a work session with Board Members on the proposed fiscal year 2002 – 2003 General County Budgets.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the County Administrator is authorized to advertise proposed fiscal 2002 – 2003 General County Budgets in the Smyth County News on Saturday, June 15, 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board reconsiders its order adopting the Smyth County School budget for fiscal year 2002 – 2003 due to the Board needed to wait seven days after the public hearing to adopt said budget.

Vote: 5 Yea

1 Nay (Roberts)

1 Abstention (Perry)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried,
 BE IT RESOLVED that the Smyth County Board of Supervisors adopts the Smyth
 County School Budgets for fiscal year 2002 – 2003 in the following amounts:

Operations	\$35,508,762.00
Textbook	\$ 487,750.00
Capital Outlay & School Debt	\$ 3,970,075.00

Vote: 6 Yea

1 Abstention (Perry)

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried,
 Vicki Ward is reappointed a member of the Smyth County Department of Social Services
 for a term of office beginning upon her qualification and expiring 6-30-2006.

Upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried,
 Larry E. Wyatt is reappointed a member of the Smyth County Industrial Development
 Authority for a term of office beginning upon his qualification and expiring 6-30-2006.

Upon motion of Mr. Roberts, seconded by Ms. Neitch, and unanimously carried,
 J. S. Staley, Jr. is reappointed a member of the Marion Downtown Revitalization
 Committee for a term of office beginning upon his qualification and expiring 6-30-2003.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried,
 Joan T. Armstrong is reappointed a member of the New River RC & D Council

Recreation and Tourism Resource Committee for a term of office beginning upon her qualification and expiring 6-30-2006.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, Roger C. Sturgill is reappointed a member of the New River RC & D Council Water Quality Resource Committee for a term of office beginning upon his qualification and expiring 6-30-2006.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, Anna Crabtree is reappointed a member of the New River RC & D Council Human Resource Committee for a term of office beginning upon her qualification and expiring 6-30-2006.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the County Administrator is authorized to advertise a public hearing to be held on the Konnarock Telemedicine Project for innovation grant funds under the Community Development Block Grant program on July 9th, 2002, at 3:00 p.m.

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried, the Board approves the following transfers in the fiscal year 2001 – 2002 budget for J. L. Warren, Clerk:

\$500.00 from Professional Services to Printing and Binding

\$900.00 from Professional Services to Office Supplies

\$1100.00 from Telecommunications to Postage

\$910.00 from Service Contracts to Postage

Total Transfer of \$3,410.00

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, the County Attorney is authorized to advertise a public hearing to be held on the following list of precincts that must be moved for handicapped accessibility:

Chilhowie Town Hall	Chilhowie Town Hall	Chilhowie District
223 East Lee Highway	325 East Lee Highway	
Chilhowie, VA 24319	Chilhowie, VA 24319	
V. F. W. Hut	Marion Recreation Center	East Park District
861 Goolsby Street	100 East Chilhowie Street	
Marion, VA 24354	Marion, VA 24354	
Smyth County Courthouse	Marion Fire Department	West Park District
109 West Main Street	144 West Main Street	
Marion, VA 24354	Marion, VA 24354	
B B & T Bank	Atkins Elementary School	Atkins District
5894 Lee Highway	5909 Lee Highway	
Atkins, VA 24311	Atkins, VA 24311	
Bank of Marion – Royal Oak	Marion Senior High School	Wassona District
1600 North Main Street	848 Stage Street	
Marion, VA 24354	Marion, VA 24354	
Sugar Grove Vol. Rescue Squad	Sugar Grove School – Shop	Sugar Grove District

178 Flat Ridge Road

242 Teas Road

Sugar Grove, VA 24375

Sugar Grove, VA 24375

The Board continues the following matters:

1. Matter of collection of delinquent real estate taxes.
2. Agreement with Comcast TV Cable franchise in Smyth County.
3. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.
4. Appointments:
 - Industrial Development Authority of Smyth County
 - Jimmie Stamper
 - Southwest VA Community Corrections (2 year term)
 - R. David Bradley and Mike Roberts
 - New River RC & D Council
 - Agriculture Resource Council
 - Raymond M. Buchanan

During Highway Department Time the following citizens spoke on the proposed Hungry Mother Park Biking and Hiking Trail stating their concerns for safety of people and property owners who may be on the trail or trying to turn in from Route 16 on to their property.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors approves the following
warrant listing for the month of June 2002:

JUNE 2002 BILLS**AT&T**

Sheriff	20.81	40370
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AT&T

Sheriff	87.11	40371
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ADELPHIA

Sheriff/Inmate - TV Cable	90.49	40372
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AFTON COMMUNICATIONS CORP.

Emergency Services	26.50	40373
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ALLISON, EASLEY JAKE & OPAL

Water Department - Allison Gap Sewer Extension	50.00	40374
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ALLISON, EVELYN H.

Water Department - Allison Gap Sewer Extension	50.00	40375
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ALLISON, MELVIN F.

Water Department - Allison Gap Sewer Extension	50.00	40376
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ALLTEL

County Administrator	23.52	
Juvenile Court	23.92	
Water Department	31.50	
Animal Control	22.23	
Convenience Station	145.79	
Landfill	51.21	
Community Development	71.29	
County Engineer	22.23	
Building Inspection	46.36	
	<hr/> 438.05	40377

AMERA-CHEM INC.

Commonwealth Attorney	39.95	40378
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AMERICAN ELECTRIC POWER

Convenience Station	124.33	
Water Department	169.55	
Water Department	11.64	
Jail	1,958.05	
Animal Control	339.90	
Saltville Clinic	42.82	
	<hr/> 2,646.29	40379

AMERIMARK DIRECT

Board of Supervisors - Litter Grant	3,170.47	40380
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ANDERSON & ASSOCIATES

Water Department - Allison Gap	15202.97	
Community Development - WebGIS Maintenance	288.00	
	<hr/> 15,490.97	40381

ARCHER, DAWN

Social Services Board Member	50.00	40382
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ASHBY, WALTER & DREAMA

CSA Pool	215.00	40383
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AUSTIN, TABATHA & ROBERT III

Water Department - Allison Gap Sewer Extension	50.00	40386
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BAI MUNICIPAL SOFTWARE

Data Processing - Service Contracts	773.50	40387
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BALL, LARRY E. & BILLIE M.

Water Department - Allison Gap Sewer Extension	50.00	40388
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BARBROW, CHARLES W. JR. & CAROL

Water Department - Allison Gap Sewer Extension	50.00	40389
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BARBROW, HARRIET ANN ETAL

Water Department - Allison Gap Sewer Extension	50.00	40390
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BARBROW, JIMMY R. & PATSY R.

Water Department - Allison Gap Sewer Extension	50.00	40391
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BARTON, MICHAEL L.

Circuit Court - Grand Juror	30.00	40392
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BEATY, JOE & AMELIA BLAND

CSA Pool	644.00	40393
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BERNARD, MARILYN T.

Water Department - Allison Gap Sewer Extension	50.00	40394
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BERRY HOME CENTER, INC.

Buildings & Grounds - Supplies	34.19	
Water Department - Beaver Creek	184.26	
	<hr/> 218.45	40395

BERRY, P. DEAN

Building Inspection - Refund	147.46	40396
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BISE, PENNY

Office on Youth - Meals	87.00	40397
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BISE, TIMOTHY & CHRISTINE C.

Water Department - Allison Gap Sewer Extension	50.00	40398
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BLANKENBECKLER, DEBBIE

Sheriff/Inmate - Newspaper	11.40	40399
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BLEVINS MOTORS LLC

Moving Dental Unit	375.00	40400
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BLEVINS, ANDREW W. & REBA L.

Water Department - Allison Gap Sewer Extension	50.00	40401
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BLEVINS, DAN

Zoning Board Member	100.00	
Mileage	2.60	
	<hr/> 102.60	40402

BLEVINS, DENNIS

Planning Commisssion Board Member	50.00	
Mileage	2.60	
	<hr/> 52.60	40403

BLEVINS, JOSEPH D.

General Registrar - Electoral Board	1,333.33	40404
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BOBBY'S PRINTING SERVICE, INC.

Community Development - Cards	32.00	
Emergency Services - Cards	32.00	
Building Inspection - Forms	180.00	
	<u>244.00</u>	40407

BRISTOL HERALD COURIER

Data Processing - Advertisement	177.75	40408
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BRISTOL OFFICE SUPPLY INC.

General District Court - Maintenance	30.94	40409
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BUCHANAN, J.E. "GENE"

Social Services Board Member	50.00	40410
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BURKETT, TOM

Motor Vehicle - Mileage	130.00	
Treasurer - Motel	257.15	
Registration	200.00	
	<u>587.15</u>	40411

C. R. QUESENBERRY INC.

County Administrator - Oil	10.00	
Data Processing - Oil	10.00	
Sheriff - Oil	33.84	
Building Inspection - Oil	30.00	
Animal Control - Oil	30.00	
County Engineer - Oil	10.00	
	<u>123.84</u>	40412

C. W. WARTHEN CO.

Clerk	65.40	
Clerk	428.26	
Clerk - Grant Funds	4,783.06	
	<u>5,276.72</u>	40413

CARDWELL, GEORGIA

Water Department - Allison Gap Sewer Extension	50.00	40414
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CARDWELL, JIMMY W.

Water Department - Allison Gap Sewer Extension	50.00	40415
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CARDWELL, LOTTIE H.

Water Department - Allison Gap Sewer Extension	50.00	40416
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CARTER, SHIRLEY K.

Circuit Court - Grand Juror	30.00	40417
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CATRON MACHINE & WELDING

Health Building - Supplies	74.95	40418
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CATRON, JAMES P. & ARTIE M.

Water Department - Allison Gap Sewer Extension	50.00	40419
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CATRON, JAMES P. & ARTIE M.

Water Department - Allison Gap Sewer Extension	50.00	40420
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CDW GOVERNMENT INC.

Zoning - Camera	789.99	
County Administrator - Printer	1,100.14	
	<u>1,890.13</u>	40421

CHAMBER OF COMMERCE

CHAPMAN, FRANKLIN & LOIS P.

Water Department - Allison Gap Sewer Extension	50.00	40424
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CHAPMAN, HOWARD & BETTY

Water Department - Allison Gap Sewer Extension	50.00	40425
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CHAPMAN, ROBERT G.

Water Department - Allison Gap Sewer Extension	50.00	40426
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CHAPMAN, VERA

Water Department - Allison Gap Sewer Extension	50.00	40427
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CHILHOWIE ALIGNMENT SERVICE

Sheriff - Car Repair	140.00	40428
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CHILHOWIE ANIMAL CLINIC

Animal Control	30.00	40429
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CLARK, JOHN E.B., JR.

Circuit Court - Grand Juror	30.00	40430
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CLARK, CHARLES

Zoning Board Member	100.00	
Mileage	31.20	
	<hr/> 131.20	40431

CLEAR, SUE

CSA - Trust	230.00	40432
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CLINE, JANIE

Jail - Nurse	550.00	40433
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COBRA COMPLIANCE SYSTEMS, INC.

Board of Supervisors - Cobra Services	1,690.00	40434
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COLLINS, PAUL E. & BESSIE

Water Department - Allison Gap Sewer Extension	50.00	40435
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COOPER, NANNIE L.

Water Department - Allison Gap Sewer Extension	50.00	40436
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CORNETT JEWELERS

Office on Youth - Board Mileage	50.00	40437
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CRABTREE, ANNA

Zoning Board Member	50.00	
Mileage	3.90	
	<hr/> 53.90	40438

CRABTREE, NINA

Office on Youth - Mileage	10.40	40439
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CRAIG, MARVIN

IDA Board Member	100.00	40440
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CRAIG, ROBERT

Water Department - Refund (Overpayment)	863.50	40441
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CREGGER, DAVID L. & CYNTHIA F.

Water Department - Allison Gap Sewer Extension	50.00	40442
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CREGGER, FRANCES M. & JOHN H.

Water Department - Allison Gap Sewer Extension	50.00	
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DAVENPORT, WHRENZA BRUCE

Water Department - Allison Gap Sewer Extension	50.00	40446
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DAVID N. CASTLE REALTOR, INC.

Water Department - Green Hill Sewer	900.00	40447
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DAVIDSON'S TIRE

Motor Vehicle - Cost of Sales	230.00	40448
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DEAN, HARRY L.

IDA Board Member	100.00	40449
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DELL MARKETING, L.P.

Data Processing - Maintenance	719.00	
County Administrator - Monitor	679.00	
	<hr/> 1,398.00	40450

DEPAUL FAMILY SERVICES

CSA Pool	4,436.90	40451
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DEPARTMENT OF INFORMATION TECHNOLOGY

Data Processing - Tel.	259.13	
Juvenile Court - Tel.	17.28	
	<hr/> 276.41	40452

DR. JAMES E. PATTERSON

Medical Examiner	50.00	40453
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DR. ROBERT L. HALE

Medical Examiner	50.00	
Jail - Physician	658.23	
	<hr/> 708.23	40454

DR. EMMETT V. RICHARDSON

Jail - Dentist	161.00	40455
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DRAPER ADEN ASSOCIATES

Refuse Collect - Gas Monitoring	2,983.00	
Solid Waste - Geoprobe Study	2,042.64	
Refuse Collect - Groundwater Monitoring	1,444.71	
	<hr/> 6,470.35	40456

DUTT & WAGNER OF VA, INC.

Jail - Food	563.49	40457
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EARTHGRAINS BAKING CO.

Jail - Food	976.36	40458
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ELLER, ALLISON

Office on Youth - Mileage	14.63	40459
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ELLIS, CURTIS & MARY JOAN

Water Department - Allison Gap Sewer Extension	50.00	40460
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ELSWICK, SANDY

General Registrar - Mileage	59.80	
Motel	268.79	
	<hr/> 328.59	40461

EMANUEL TIRE OF VIRGINIA

Landfill - Tires Recy.	1,000.00	40462
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FAMILY COMMUNITY NEWSPAPER

Board of Supervisors - Advertisement	517.50	
Data Processing - Advertisement	37.50	
General Registrar - Advertisement	60.00	
Building Inspection - Zoning Advertisement	255.00	
Water Department - Advertisement	67.50	
Landfill - Advertisement	48.75	
	<u>986.25</u>	40465

FAMILY PRESERVATION

CSA Pool	1,482.50	
CSA Pool	1,915.25	
	<u>3,397.75</u>	40466

FEDEX

Sheriff	47.50	
Community Development	13.36	
County Engineer	12.75	
	<u>73.61</u>	40467

FIRST CHRISTIAN CHURCH

Water Department - Allison Gap Sewer Extension	50.00	40468
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FIRST CHRISTIAN CHURCH

Water Department - Allison Gap Sewer Extension	50.00	40469
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FLESHMAN, MONTIE E.

IDA Board Member	100.00	40470
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FOOD CITY #848

Office on Youth - Board Mileage	123.14	
Jail - Food	574.13	
	<u>697.27</u>	40471

FOOD CITY PHARMACY

Jail - Medicine	2,355.59	40472
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FOSTER, EDDIE D.

Social Services Board Member	50.00	40473
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FRANCIS BROS. INC.

Jail - Building Repairs	396.39	
Health Department - Supplies	1.80	
Morison Building - Supplies	66.43	
Courthouse - Supplies	104.17	
Water Department - Supplies	3.70	
	<u>572.49</u>	40474

FREDERICK G. GRIFFIN

Communication Study	1,111.40	40475
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FREEMAN ASSOCIATES

Water Department - Legal	340.00	
Cedars/Hall	1,530.00	
Long Hollow	1,785.00	
Green Hill	170.00	
Allison Gap	10,455.00	
	<u>14,280.00</u>	40476

FRYE, CURTIS L.

Circuit Court - Grand Juror	30.00	40477
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FRYE, JIMMY

FRYE, SHERMAN L. & MARGARET H.

Water Department - Allison Gap Sewer Extension	50.00	40480
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FULLEN MOTOR CO

Water Department - Truck Repair	95.93	40481
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FULLEN, ROY L. SR. & VONDA L.

Water Department - Allison Gap Sewer Extension	50.00	40482
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GALLS INC.

Sheriff - Uniforms	24.70	40483
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GENTEC

Emergency Services - Generator Service	495.00	40484
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GOODMAN, SADIE F.

Water Department - Allison Gap Sewer Extension	50.00	40485
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GORDON FOOD SERVICE

Jail - Food	2,087.70	40486
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GRIFFEY, HERMAN L. ETAL

Water Department - Allison Gap Sewer Extension	50.00	40487
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GRINSTEAD, PAUL L.

Planning Commission Board Member	150.00	
Mileage	13.65	
	<hr/> 163.65	40488

GRISSOM MOTOR PARTS INC.

Sheriff - Car Repair	333.75	
Water Department	16.20	
Landfill	68.20	
	<hr/> 418.15	40489

GROSECLOSE, GENE

Planning Commission Board Member	50.00	
Mileage	6.50	
	<hr/> 56.50	40490

GUY, ROBERT E.

IDA Board Member	100.00	40491
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GUYER, LINDA

CSA Pool	1,702.00	40492
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HALE, SHERRY

Office on Youth - Mileage	31.20	40493
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HAUVER'S COMPUTER SERVICE

Data Processing	14.95	
Sheriff	29.95	
	<hr/> 44.90	40494

HAYDEN, ROY K.

Water Department - Allison Gap Sewer Extension	50.00	40495
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HENEGAR, BILLY JACK

Water Department - Allison Gap Sewer Extension	50.00	40496
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HENEGAR, ROBERT H. ETAL

Water Department - Allison Gap Sewer Extension	50.00	40497
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<u>HIGHLAND PAGING INC.</u>		
Animal Control - Pagers	50.24	40500
<u>HIGHLANDS JUVENILE DETENTION CENTER</u>		
Juvenile Court - Alternatives	1,666.67	40501
<u>HIGHLANDS JUVENILE DETENTION CENTER</u>		
Juvenile Court - Operations	6,980.83	40502
<u>HILL, WILLIAM H. & ELIZABETH</u>		
Water Department - Allison Gap Sewer Extension	50.00	40503
<u>HOCKETT, KENNETH W. & ELIZABETH</u>		
Water Department - Allison Gap Sewer Extension	50.00	40504
<u>HOCKETT, KENNETH W.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40505
<u>HOFFMAN, SANDRA MARSHALL</u>		
Water Department - Allison Gap Sewer Extension	50.00	40506
<u>HOGSTON, RAY P. JR. & TERESA R.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40507
<u>HOGSTON, RAY P. JR. & TERESA R.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40508
<u>HOGSTON, BEVERLY J. ETAL</u>		
Water Department - Allison Gap Sewer Extension	50.00	40509
<u>HOGSTON, BOBBY E. & BEVERLY J.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40510
<u>HOGSTON, CURTIS & KATHY</u>		
Water Department - Allison Gap Sewer Extension	50.00	40511
<u>HOLLEY, MARVIN E.L. & CATHY L.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40512
<u>HOLLEY, OLIVER E. & ELSIE S.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40513
<u>HOLMES, RONALD WAYNE & JUNE T.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40514
<u>HOPKINS, TERESA</u>		
Circuit Court - Mileage	50.00	40515
<u>HUFF, PATRICIA A.</u>		
Water Department - Allison Gap Sewer Extension	50.00	40516
<u>HUGHES SUPPLY</u>		
Water Department	1,980.00	40517
<u>HUGHES SUPPLY INC.</u>		
Water Department - Beaver Creek	2,068.16	
Water Department - Rocky Hollow Road	543.68	
Water Department - Supplies	636.25	
	<u>3,248.09</u>	40518
<u>HUNGATE BUSINESS SERVICES</u>		
Commonwealth Attorney	100.00	40519

M&W PRINTERS, INC.

Basic 911	53.00	40539
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MCFARLAND, JOHN & RHONDA

CSA Pool	693.00	
CSA Pool	615.00	
	<hr/> 1,308.00	40540

MAIN STREET GIFTS & EATERY

IDA Meals	71.12	40541
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MALOYED TIRES

Water Department - Truck Repair	44.00	40542
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MARION DOWNTOWN

Board of Supervisors - Dues (J.S. Staley)	50.00	40543
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MARION FRAME & ALIGNMENT

Sheriff - Car Repair	139.45	
Animal Control - Truck Repair	44.33	
	<hr/> 183.78	40544

MARION MITSUBISHI

Water Department - Inspection Stickers	15.00	40545
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MARION OFFICE SUPPLY

Commonwealth Attorney	660.71	
County Engineer	65.42	
	<hr/> 726.13	40546

MARSHALL, ALBERT M.

Water Department - Allison Gap Sewer Extension	50.00	40547
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MARSHALL, DAVE ETAL

Water Department - Allison Gap Sewer Extension	50.00	40548
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MARSHALL, KANSAS A.

Water Department - Allison Gap Sewer Extension	50.00	40549
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MARTIN, LINDA J.

Circuit Court - Grand Juror	30.00	40550
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MAY, MIKE

Zoning Board Member	100.00	
Mileage	13.00	
	<hr/> 113.00	40551

MCCONNELL, KELLY J.

Extension Office - Mileage	136.50	40552
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MCCORMICK, SCOTT & CLAUDINE

CSA Pool	895.62	40553
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MCGHEE, CAROL C.

Water Department - Allison Gap Sewer Extension	50.00	40554
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MCGHEE, CAROL C.

Water Department - Allison Gap Sewer Extension	50.00	40555
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MCGLOCKLIN, JOHN W. & NANCY B.

Water Department - Allison Gap Sewer Extension	50.00	40556
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MITCHELL, CHARLES & BETTY C.

Water Department - Allison Gap Sewer Extension	50.00	40559
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MITCHELL, OSCAR JR., & LUCILLE

Water Department - Allison Gap Sewer Extension	50.00	40560
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MOORE, DENNIS W.

Water Department - Allison Gap Sewer Extension	50.00	40561
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MOORE, DONALD EUGENE

Water Department - Allison Gap Sewer Extension	50.00	40562
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MOORE, REGINA PERKINS

Water Department - Allison Gap Sewer Extension	50.00	40563
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MORGAN, SALLY

IDA - Motel	162.76	40564
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MT. ROGERS COMMUNITY SERVICES BOARD

CSA Pool	4,206.25	40565
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MT. ROGERS COMMUNITY SERVICES BOARD

Quarterly Payment	25,375.00	40566
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MT. ROGERS PLANNING DISTRICT COMMISSION

Water Department - Hall Addition	75.39	40567
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MT. ROGERS SHELTER HOME

CSA Pool	120.00	40568
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MULLEN ARMY & NAVY STORE

Water Department - Uniforms	32.99	40569
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MUSICK, FRED & MAMIE

Water Department - Allison Gap Sewer Extension	50.00	40570
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NATIONAL ANIMAL CONTROL ASSOCIATION

Animal Control - Registration	450.00	40571
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NATIONAL CHEMICAL

Morison Building - Maintenance	100.00	40572
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NEAL, HENRY M. & BESSIE R.

Water Department - Allison Gap Sewer Extension	50.00	40573
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NECESSARY OIL COMPANY

Convenience Station - Oil	215.80	40574
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NEITCH, DARLENE R.

Circuit Court - Grand Juror	30.00	
Social Services Board Member	50.00	
Board of Supervisors - Mileage	302.74	
	<hr/> 382.74	40575

NETACCESS OF VA

Data Processing - Internet	225.00	40576
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NFPA

Building Inspection - Books	92.45	40577
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NULL, KENNETH R.

Water Department - Allison Gap Sewer Extension	50.00	40578
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POSTMASTER

Commissioner of Revenue - Box Rent 985	100.00	
Treasurer - Box Rent 549	100.00	
Clerk - Box Rent 1025	100.00	
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	300.00	40596

POSTMASTER

Youth Office - Postage	90.00	40597
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POSTON, MILDRED M.

Water Department - Allison Gap Sewer Extension	50.00	40598
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PRATER, LAMUEL S.

Sheriff - DUI Grant	310.00	40599
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PRATT, JASON

Office on Youth - Mileage	13.00	40600
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PRO PAGE

General District Court - Magistrate	49.95	
Juvenile Court - Pager	28.25	
Sheriff - Pagers	678.91	
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	757.11	40601

PUCKETT, HOWARD & LEONA S.

Water Department - Allison Gap Sewer Extension	50.00	40602
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PURCHASE POWER

County Administrator - Postage	56.33	40603
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Q BIO CHEM L.L.C.

Landfill - Maintenance	1,598.55	40604
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QUILL CORP.

Victim Witness	218.99	40605
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R & R ENTERPRISES

Refuse Collect - "Pottie"	55.00	
Convenience Station - "Potties"	495.00	
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	550.00	40606

REGIONS INTERSTATE BILLING SERVICE

Refuse Collect - Vehicle Repair	2,397.84	40607
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RELIABLE OFFICE SUPPLIES

Commissioner of Revenue	111.24	40608
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RHEA, DARYL & MICHELLE

CSA Pool	433.44	40609
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RHUDY, ANDREW

Sheriff - DUI Grant	160.00	
Sheriff - DUI Grant	180.00	
	<hr/>	
	340.00	40610

RICHARDSON, GLORIA O.

Circuit Court - Grand Juror	30.00	40611
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RICHARDSON, LAWRENCE D.

General Registrar - Electoral Board	666.68	40612
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ROARK, JOE WILLIAM, JR.

Water Department - Allison Gap Sewer Extension	50.00	40613
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ROBERTS, ROBERT E. & LINDA L.

Water Department - Allison Gap Sewer Extension	50.00	40616
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ROBINSON TEXTILES

Jail - Uniforms	695.43	40617
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ROBINSON, KENNETH & INGA

CSA Pool	123.29	40618
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ROE, BARBARA M.

Water Department - Allison Gap Sewer Extension	50.00	40619
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ROMANS, BILL & TAMMY

CSA Pool	436.00	40620
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ROOKER, DENNIS

CSA Pool	153.67	40621
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RUSH OIL COMPANY

Refuse Collect - Gas	739.54	
Refuse Collect - Diesel	2,263.53	
Building Inspection - Gas	128.79	
Sheriff - Gas	3,801.20	
Animal Control - Gas	409.45	
Water Department - Gas	1,376.46	
Water Department - Diesel	90.62	
	<hr/> 8,809.59	40622

RUSSELL, MARY A.

Water Department - Allison Gap Sewer Extension	50.00	40623
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SALTVILLE AUTO SERVICE & PARTS

Sheriff - Car Repair	381.74	
Water Department - Truck Repair	10.00	
	<hr/> 391.74	40624

SALTVILLE PROGRESS

Board of Supervisors - Advertisement	38.50	
Landfill - Advertisement	42.00	
	<hr/> 80.50	40625

SALTVILLE RESCUE SQUAD

Water/Landfill - Tower Rental	180.00	40626
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SALTVILLE STONE CO.

Water Department - Beaver Creek	80.09	
Route 107 Pump	98.35	
	<hr/> 178.44	40627

SHAMROCK SCALE COMPANY

Refuse Collect - Scale Repair	285.00	40628
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SHERIFF, R. DAVID BRADLEY - PETTY CASH

Transport Inmates	416.97	
Schooling-Meals	490.86	
Tags	57.00	
Training	217.52	
Medicine	15.46	
	<hr/> 1,197.81	40629

SHERIFF, R. DAVID BRADLEY - PETTY CASH

Dare Fund	290.32	40630
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SHULER, BRADFORD C.

Sheriff - DUI Grant	160.00	40633
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SINGLETON, A. FRED

Water Department - Allison Gap Sewer Extension	50.00	40634
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SLEMP BRANT & ASSOCIATES

Surety Bonds	300.00	40635
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SMITH, CLARENCE F.

IDA Board Member	100.00	40636
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SMYTH COUNTY ANIMAL HOSPITAL

Animal Control	330.18	40637
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**SMYTH COUNTY DEPT. OF SOCIAL SERVICES
SPECIAL WELFARE ADMINISTRATION**

CSA Pool	200.00	40638
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**SMYTH COUNTY DEPT. OF SOCIAL SERVICES
MASTERCARD**

CSA Pool	76.00	40639
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SMYTH COUNTY HUMANE SOCIETY

Board of Supervisors	368.69	40640
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SMYTH COUNTY WATER/SEWER

Convenience Station - Water	80.00	
Animal Control - Water	47.72	
	<hr/> 127.72	40641

SMYTH COUNTY SCHOOL BOARD

Board of Supervisors - School Resource	3,437.49	
Sheriff - Car Repair	119.00	
	<hr/> 3,556.49	40642

SMYTH FARM BUREAU

Animal Control - Food, Supplies	441.06	
Water Department - Supplies	42.15	
Landfill - Supplies	29.18	
	<hr/> 512.39	40643

SMYTH PAINT & DECORATING, INC.

Convenience Station - Paint	31.06	40644
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SNODGRASS, J. & DELORES

Water Department - Allison Gap Sewer Extension	50.00	40645
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SOUTHERN ELEVATOR CO.

Buildings & Grounds - Maintenance	526.86	
County Office Building - Maintenance	126.80	
Jail - Maintenance	54.50	
	<hr/> 708.16	40646

SPENCE, DIANE

Data Processing - Telephone	16.17	
Meals	24.21	
Gas	20.00	
	<hr/> 60.38	40647

SPENCER, SHIRLEY

Building Inspection - Mileage	39.00	40648
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SPRINT

County Administrator	2,378.90	
General Registrar	88.77	
Juvenile Court	378.17	
Animal Control	50.97	
Basic 911	43.78	
Water Department	58.48	
County Extension	109.85	
	<hr/> 3,108.92	40650

STALEY, J.S., JR.

Board of Supervisors - Meal	19.00	40651
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STAMP FULFILLMENT SERVICES

CSA Trust	419.85	40652
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STAMPER, JIMMIE

IDA Board Member	100.00	40653
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STANDARD COFFEE SERVICE

Jail - Food	82.68	40654
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STEPHENSON, XAN

Office on Youth - Mileage	58.50	40655
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STRINGER, ED

Social Services Board Member	50.00	40656
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STURGILL, CONNIE

General Registrar - Meals	59.24	
Mileage	84.50	
Electoral Board	666.68	
	<hr/> 810.42	40657

SUKLE, SUZY

Office on Youth - Mileage	10.40	40658
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SUMMER ENRICHMENT PROGRAM

CSA Pool	225.00	40659
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SUNCOM

Sheriff	920.71	40660
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SOUTHWESTERN VA MENTAL HEALTH INST.

County Office Building - Water/Sewer/Steam	665.11	40661
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SWIFA - C/O MT. ROGERS PLANNING DIST. COMM

IDA	3,268.97	40662
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SYKES, JOHN D. & BERTHA A.

Water Department - Allison Gap Sewer Extension	50.00	40663
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T. L. COMMUNICATIONS

Sheriff - Radio Exp.	25.00	
Sheriff - Radio Exp.	340.00	
Convenience Station - Radio Exp.	720.00	
Landfill - Radio Exp.	75.00	
Water Department - Radio Exp.	75.00	
	<hr/> 1,235.00	40664

TATE, JOHN H., JR.

County Attorney - Services	1,377.50	
County Attorney - Services	2,356.00	

TAYLOR, SANDRA C.

Water Department - Allison Gap Sewer Extension	50.00	40667
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TAYLOR, THOMAS R. & CONNIE R.

Water Department - Allison Gap Sewer Extension	50.00	40668
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TAYLOR, THOMAS MICHAEL

Water Department - Allison Gap Sewer Extension	50.00	40669
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TEATERS, NORMA

Office on Youth - Meals	146.02	
Mileage	266.50	
	<hr/> 412.52	40670

TEE'S PLUS

Sheriff Dept - Dare Fund	46.00	40671
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TERRY, KEVIN

Sheriff - DUI	160.00	40672
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THOMAS BRIDGE WATER CORP.

Convenience Station - Water	18.00	40673
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THOMPSON & LITTON, INC.

Water Department - Walker Creek/Shannon Gap Wells	7,002.79	
Water Department - Walker Creek/Shannon Gap Wells	5,069.04	
	<hr/> 12,071.83	40674

THOMPSON TIRE

Sheriff - Tires	1,503.85	
Landfill - Tires	401.21	
	<hr/> 1,905.06	40675

TILSON, SUE

Office on Youth - Mileage	26.00	40676
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TIPTON CONSTRUCTION COMPANY

Water Department - Hutton Branch	30,544.20	40677
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TOWN OF CHILHOWIE

Water Department - Water	645.17	
Chilhowie Sewer Plant & Employees	16,119.59	
	<hr/> 16,764.76	40678

TOWN OF MARION

Convenience Station - Water	9.54	
Buildings & Grounds - Water	0.78	
Health Building - Water	209.47	
County Office Building - Garbage	57.20	
Jail - Water	1,309.34	
	<hr/> 1,586.33	40679

TOWN OF MARION

Water Department - Water	36,562.04	
Water Department - Operation STP	10,338.87	
	<hr/> 46,900.91	40680

TOWN OF SALTVILLE

Water Department - Allison Gap Sewer Extension	50.00	40681
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TOWN OF SALTVILLE

Water Department - Allison Gap Sewer Extension	50.00	40682
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TREASURER OF VA - SUPREME COURT OF VA.

Clerk	240.00	40685
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TREASURER - SMYTH COUNTY

Commissioner of Revenue - Postage	1,896.00	
Treasurer - Postage	7,000.00	
Circuit Court - Postage	34.00	
Sheriff - Postage	364.00	
Commonwealth Attorney - Postage	136.00	
Building Inspection - Postage	34.00	
Motor Vehicle Refunds	7.50	
Set-Off Debt	2,986.61	
	<hr/> 12,458.11	40686

TREASURER - SMYTH COUNTY

Water Department - Debt Reserve	3,326.80	40687
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TREASURER - SMYTH COUNTY

Treasurer - Postage	170.00	
Clerk - Postage	340.00	
Victim Witness - Postage	272.00	
Set-Off Debt	5.58	
	<hr/> 787.58	40688

TREASURER OF VA - VA STATE BAR

Commonwealth Attorney - Dues	750.00	40689
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TREASURER - WYTHE COUNTY

Board of Supervisors - Airplane tax	935.72	40690
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TRI-CITY BUSINESS MACHINES

Copier - Trust & Administration	8,000.00	40691
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TRI-DIM FILTER CORP.

Courthouse - Filters	1,545.00	40692
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TRIGON BLUE CROSS-BLUE SHIELD

Jail	3,461.28	40693
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TUCKER PRINTING

Victim Witness	181.00	40694
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TURKEY PEN, INC.

Sheriff - Car Repair	355.20	40695
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TWO-WAY RADDIO, INC.

Sheriff - Radio Exp.	722.50	
Animal Control - Radio Exp.	15.00	
	<hr/> 737.50	40696

US FOOD SERVICE

Jail - Food	1,164.99	40697
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UNITED CITIES GAS CO.

Buildings & Grounds - Fuel	262.09	40698
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UNTIEDT, DONNA

Office on Youth - Mileage	2.93	40699
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UNTIEDT'S FENCING

Water Department - Southfork Water	784.00	40700
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VA BATTERY COMPANY, INC.

VALLEY RICH DAIRY

Jail - Food	452.08	40704
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VENABLE, WAYNE

Planning Commission Board Member	150.00	
Mileage	48.75	
	<hr/> 198.75	40705

VA TRANE

Courthouse	10,180.17	
Buildings & Grounds	2,243.50	
Health Building	617.25	
Jail	679.35	
	<hr/> 13,720.27	40706

VISA

County Engineer - Camera/Bag	358.55	
Data Processing	170.00	
Building Inspection - Motel	168.64	
Animal Control - Food	157.39	
Convenience Station - Maintenance	48.28	
Landfill - Maintenance	2,778.82	
	<hr/> 3,681.68	40707

WAHL, MICHAEL & DONNA

CSA Pool	344.00	40708
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WALKER PAVING

Refuse Collect - Lease/Rent	699.43	40709
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WALMART

Office on Youth	549.81	40710
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WALMART

Sheriffs Dept/Dare Fund	309.03	40711
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WALMART

Commonwealth Attorney	89.28	
Victim Witness	88.89	
	<hr/> 178.17	40712

WARD, VICKI

Social Services Board Member	50.00	40713
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WARNER, HAMILTON & SHARON

Water Department - Allison Gap Sewer Extension	50.00	40714
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WARREN, JOE BRADLEY ETAL

Water Department - Allison Gap Sewer Extension	50.00	40715
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WASTE MANAGEMENT

Refuse Collect - Hauling	54,311.35	40716
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WATER PROFESSIONALS

Commonwealth Attorney	18.49	
Landfill - Maintenance	16.49	
	<hr/> 34.98	40717

WHITMORE, EDWIN B.J., III

IDA - Mileage	38.68	40718
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WILLIAMS, CLEGG

Building Inspection - Meals	93.01	40719
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WORLEY, LARRY W & IRIS M.

Water Department - Allison Gap Sewer Extension	50.00	40721
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WRIGHT EQUIPMENT CO.

Buildings & Grounds - Courthouse Repairs	44.51	
County Office Building - Repairs	9.07	
	<hr/> 53.58	40722

WYATT, LARRY

IDA Meetings	100.00	40723
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WYTHEVILLE OFFICE SUPPLY

Commonwealth Attorney's Office	274.51	40724
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XEROX CORPORATION

Commissioner of Revenue	2,439.00	
Treasurer	235.97	
Commonwealth Attorney	17.32	
	<hr/> 2,692.29	40725

TREASURER - SMYTH COUNTY

Water Department - Hutton Branch (county share)	88,112.45	40726
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WILLOUGHBY INDUSTRIES, INC.

Jail Capital - Commodities	5,950.00	40727
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BLUE RIDGE MASS APPRAISAL

Commissioner of Revenue - Bldg. Permits Appraisals	5,446.00	40728
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WADDLE, ROY B., JR & EDITH

Commissioner of Revenue - Refund	148.40	40729
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TREASURER - SMYTH COUNTY - HEALTH INS.

Clerk - Employer Share	2,383.64	40788
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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	7,776.30	
Office on Youth	146.24	
Commonwealth Attorney	1,141.81	
Building Inspection	671.37	
Animal Control	478.22	
E-911	629.43	
Basic 911	163.82	
Refuse Collect	776.22	
Rye Valley Water	208.59	
Buildings & Grounds	173.37	
Health Building	88.07	
County Office Building	214.42	
Library	1,516.46	
Community Development	349.17	
County Engineer	249.00	
CSA	139.16	
Water Department	973.22	
Victim Witness	159.67	
	<hr/> 19,556.28	40789

TREASURER - SMYTH COUNTY - HEALTH INS.

County Attorney	762.78	
County Administrator	977.28	
Commissioner of Revenue	1,239.48	
Treasurer	1,263.36	
Data Processing	1,263.34	
Circuit Court	238.36	
Sheriff	18,592.54	
Office on Youth	357.56	
Commonwealth Attorney	1,525.56	
Building Inspection	2,002.26	
Animal Control	1,239.50	
Refuse Collect	3,027.24	
Rye Valley Water	762.78	
Buildings & Grounds	762.78	
Health Building	500.56	
County Office Building	595.92	
Community Development	1,263.34	
CSA	238.36	
E-911	2,669.72	
Water Department	3,408.64	
Basic 911	357.56	
	<hr/>	
	43,048.92	40791

TREASURER - SMYTH COUNTY

Social Security Account - Reimbursed County	167.20	107
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FREEMAN ASSOCIATES

Hutton Branch - RD, Legal	190.00	1034
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BUILDING CRAFTS, INC.

Hutton Branch - RD Funds	57,378.25	1035
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BUILDING CRAFTS, INC.

Hutton Branch - VDH Funds	26,525.33	1036
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TIPTON CONSTRUCTION CO.

Hutton Branch - RD Funds	96,139.74	1037
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TIPTON CONSTRUCTION

Hutton Branch - County Fundy	VOID	1038
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SMYTH COUNTY WATER/SEWER

Hutton Branch - Reimburse County (Tipton)	30,544.20	1039
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HUTTON, LESTER

Animal Control - Claim	100.00	208
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JOHNSON, JAMES L.

Animal Control - Claim	320.00	209
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KEYS, DAWN

Animal Control - Claim	65.00	210
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FICA

Board of Supervisors	210.80	
County Attorney	47.70	
County Administrator	728.64	
Commissioner of Revenue	667.06	
Treasurer	673.00	
Data Processing	299.72	
General Registrar	265.39	
Circuit Court	158.84	

FICA (CON'T)

Refuse Collect	751.89
Convenience Station	529.25
Rye Valley Water	201.39
Buildings & Grounds	167.31
Health Building	83.25
County Office Building	237.61
Community Development	395.74
County Engineer	257.39
Extension Office	36.69
CSA	140.09
Water Department	985.92
Victim Witness	165.05
Basic 911	161.02
E-911	604.91
	<hr/>
	18,154.09

Wire Trans

MEDICARE

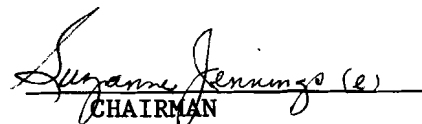
Board of Supervisors	49.30
County Attorney	11.18
County Administrator	170.41
Commissioner of Revenue	156.01
Treasurer	157.40
Data Processing	70.10
General Registrar	62.07
Circuit Court	37.15
Sheriff	1,838.06
Office on Youth	33.52
Commonwealth Attorney	283.49
Building Inspection	153.19
Animal Control	110.69
Emergency Services	9.90
Refuse Collect	175.85
Convenience Station	123.80
Rye Valley Water	47.11
Buildings & Grounds	39.14
Health Building	19.47
County Office Building	55.58
Community Development	92.56
County Engineer	60.20
Extension Office	8.59
CSA	32.77
Water Department	230.59
Victim Witness	38.61
Basic 911	37.67
E-911	141.48
	<hr/>
	4,245.89

Wire Trans

RURAL DEVELOPMENT

Water Department	25,550.00
Water Department - Beaver Creek	1,210.00
Staley Creek	1,739.00
Bear Creek	338.00
	<hr/>
	28,837.00

Wire Trans


CHAIRMAN

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Office Building on Tuesday, June 18, 2002, at 3:00 p.m.

PRESENT: All Board Members save Mr. Donnie Fullen

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Duncan McGregor, and Michael Carter.

The Budget Committee answered questions from the Board Members concerning the Fiscal Year 2002 – 2003 General County Budgets.

Upon motion of Mr. Roberts, seconded by Ms. Neitch, and unanimously carried, the Board agreed to take up the matter of a resolution of appreciation for Fred B. Frye.

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

WHEREAS, Fred B. Frye has been a member of the Smyth County Board of Supervisors for over seventeen (17) years from January 1977 through December 1991; and again from January 1996 through December 1999; and

WHEREAS, Fred B. Frye contributed his time, his knowledge, and his service to Smyth County in a leadership role on the Board of Supervisors, serving as Chairman for three terms during those years 1984, 1988, 1996; and

WHEREAS, Fred B. Frye was a concerned, hard-working, and dedicated elected official, and he was particularly instrumental in efforts to create jobs for Smyth County

citizens, and in providing improved public water and wastewater disposal for county residents.

WHEREAS, Fred B. Frye served Smyth County well by his active participation on various Boards and committees related to county government.

THEREFORE BE IT RESOLVED that the Smyth County Board of Supervisors recognizes the dedicated service provided by Fred B. Frye, as a local elected official on the Smyth County Board of Supervisors from the North Fork District, and

BE IT FURTHER RESOLVED that the Smyth County Board of Supervisors expresses its appreciation and gratitude to Fred B. Frye for his outstanding contributions to Smyth County, and extends those expressions to his family.

Upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried, the Board agreed to take up the matter of real estate and economic matter.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board agreed to enter into executive session as outlined in Section 2.2-3711 (a) 3 and Section 2.2-3711 (a) (5) of the Code of Virginia of 1950, as amended on an economic development matter and consideration of the acquisition of real property.

The Chairperson declared the executive session ended.

Vote: 6 Yea

1 Absent (Fullen)

Upon motion of Mr. Staley, seconded by Ms. Neitch, 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 2.2-3712 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 (Fullen)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board continues its meeting to June 22, 2002, at 9:00 a.m. for a public hearing on fiscal year proposed General County Budgets.

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Office Building on Saturday, June 22, 2002, at 9:00 a.m.

PRESENT: All Board Members.

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

The Chairperson called the meeting to order.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing on the proposed General County Budgets for fiscal year 2002 – 2003.

Approximately thirteen (13) citizens were present.

Roy F. Evans, Jr., Commonwealth Attorney, appeared to request the Board reconsider the Law Library request for \$12,000.

Also Mr. Evans requested the Board consider a number of alternative allocations that consider staff raises (excluding himself) and/or funding Career Prosecutor from January 1, 2003 through June 30, 2003, at which time it is hoped that state funding will be restored.

Mel Leaman appeared to thank the Board for funding to the Smyth County Free Clinic that was in the proposed budget.

David Williams appeared to ask the question why it took one million dollars to operate the Sheriff's Department.

Mike Carter appeared to request an additional sum of \$2,200 be added to the Water/Sewer Operation budget for mandated quarterly sampling.

Sheriff R. David Bradley appeared to request the Board add the additional funds deleted for the proposed budget for fiscal year 2002 – 2003.

Rev. James Bangle, Tim Dotson, and Richard Haga, appeared from the Highlands Detention Center Commission to thank the Board and check on their total funding for fiscal year 2002 – 2003.

A letter was received requesting the Board reconsider funding for the Lincoln Theatre.

A letter was received from Jimmy L. Warren, Clerk, requesting the Board consider additional funding for his office due to state cuts.

David Williams ask the Board if they proposed a tax increase for fiscal year 2002 – 2003. The Chairperson informed Mr. Williams no tax increase was proposed.

The Chairperson declared the public hearing closed.

Comments from Board members were as follows:

Mike Roberts recommended position for Sheriff's Department be put back in the Sheriff's Department budget.

Marvin Perry stated he was against adding an Assistant County Engineer and an additional custodian position in the fiscal year 2002 – 2003 proposed budget. He also stated he was in favor of putting the Deputy Sheriff's position back in the proposed budget.

Wade Blevins was in favor of putting the Deputy Sheriff's position back in the proposed budget.

Donnie Fullen stated he felt the position of Assistant County Engineer was needed.


Susie Jennings stated she was in favor of the Assistant County Engineer position and additional Custodian position in the proposed budget for fiscal year 2002 – 2003. She was in favor of leaving only one position for the Sheriff's Deputy in the proposed budget.

J. S. Staley, Jr. made no comments.

Darlene Neitch ask the question could part of Michael Carter's salary be used to fund the Sheriff's Department Deputy's position. She felt the Deputy's position was important. She stated she was glad other people on grants had found a position.

Michael Roberts stated he felt the water projects were important, but he felt the Deputy Sheriff's position was also important.

The Chairperson continued the Board meeting to Saturday, June 29th, 2002, at 9:00 a.m.


CHAIRMAN

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Office Building on Saturday, June 29, 2002, at 9:00 a.m.

PRESENT: All Board Members

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

The Chairperson called the meeting to order.

The Budget Committee presented the following report:

Roy F. Evans, Jr. request was left as in the original proposed budget.

Clerk of Circuit Court, Jimmy L. Warren, request left as in the original proposed budget.

Custodian position for new position was deleted.

Assistant County Engineer position was included for one-half year.

Law Library request for additional funding was left as in the original proposed budget.

Lincoln Theatre request for additional funding was left as in the original proposed budget.

Water/Sewer request for additional funding was left as in the original proposed budget.

The Budget Committee added the amount of \$150,000 in line item Contingency.

Upon motion of Mr. Roberts, seconded by Mr. Blevins, and duly carried, the Board agreed to delete the new custodian position, delete one half of the Assistant

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.

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

Purpose: Amendment to Title 34 of the Smyth County Code, Finance and Taxation, Article III, COURT COSTS, Section 34-77, et seq., to impose an additional assessment of costs on criminal and traffic convictions in the courts of Smyth County.

The Board of Supervisors herewith adopts an ordinance to amend the Smyth County Code, by adding a section to impose an additional court cost on a conviction in the General District Courts and the Circuit Court of Smyth County, Virginia, as outlined hereafter, and to add a new section, Section 34-77, to the Smyth County Code, as follows:

There is added a new Division to Title 34, Article III, of the Smyth County Code.

DIVISION 4, COST ASSESSMENT FOR COURT SECURITY

§34-77. (1) The Clerk of each District Court of Smyth County, Virginia, and the Clerk of the Circuit Court of Smyth County, Virginia shall assess and collect an additional sum of Five Dollars (\$5.00) as a part of the costs in each criminal or traffic case in which the defendant is convicted of a violation of any statute or ordinance.

(2) Any funds collected by the Clerk of each of the respective courts shall remit these funds monthly to the Treasurer of Smyth County. The Treasurer shall maintain a separate internal record, and shall provide a means to segregate any funds

received by the Treasurer as a result of this ordinance from other funds received by the Treasurer.

- (3) All funds received by Smyth County, Virginia as a result of this ordinance may be appropriated by the governing body to the Sheriff of Smyth County for the sole purpose of funding courthouse security personnel.
- (4) The provisions of this ordinance is effective July 1, 2002 and will expire July 1, 2004, unless lawfully extended.

Sections 34.78 – 34.120. Reserved

No other changes are being made to TITLE 34, FINANCE AND TAXATION by this amendment to the Smyth County Code.

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

WHEREAS, Smyth County, Virginia, will participate in the Virginia Juvenile Community Crime Control Act and accept funds appropriated for the purpose set forth in this Act for fiscal year 2002 – 2003 provided to the Department of Juvenile Justice.

WHEREAS, Smyth County, Virginia, intends to combine with Washington County and the City of Bristol to provide one Virginia Juvenile Community Crime Control Act Plan for all three localities and Washington County will act as the fiscal agent for the plan.

BE IT RESOLVED, that the Smyth County Administrator is hereby authorized to execute a local plan on behalf of Smyth County, Virginia.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Smyth County Planning Commission to consider amendments to the Zoning Ordinance of Smyth County.

No one appeared to speak either for or against said proposed amendments.

The Chairperson declared the public hearing closed.

The Chairman of the Smyth County Planning Commission declared the public hearing closed.

The Smyth County Planning Commission recommend the Board set a public hearing for the August 14th Board of Supervisors meeting on the matter of changing zoning on the Industrial Development Authority property off of Route 107 on Lyons Gap Road. The Board set said public hearing to be advertised at 3:00 p.m.

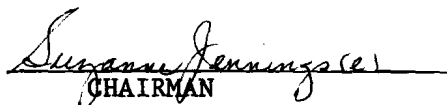
Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following amendments to the Smyth County Zoning Ordinance by specifying the Board of Supervisors name where the name of Board is placed:

3-4.2 Uses Permitted with Special Use Permit. Special uses in the Commercial district may be permitted following a public hearing and approval as set forth in Article VI. Special Uses shall be one or more of the following uses:

- (a) Kennels
- (b) Amusement or entertainment establishments
- (c) Sales of major recreational equipment
- (d) Sale of manufactured or modular housing
- (e) Storage warehouses
- (f) Wholesale distribution and sales
- (g) Truck stops
- (h) Communications tower
- (i) Electric generating or booster station
- (j) Childcare or eldercare center
- (k) Light manufacturing
- (l) Petroleum, fuel oil, or propane storage for purposes of distribution

10-40 (A) Light Manufacturing. Manufacturing activities that do not occupy a building of more than 15,000 square feet, do not employ more than fifteen (15) employees, have no exterior storage outside of an enclosed screening, which screening prohibits visibility from adjacent or neighboring properties, and do not require air pollution control emission or wastewater pre-treatment permits.

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CHAIRMAN

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors
held at the County Office Building on Tuesday, July 9, 2002, at
12:00 Noon.

PRESENT: All Board Members.

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

The Chairperson called the meeting to order.

Invocation was led by Rev. Elmer Cardwell, and the Pledge of Allegiance led by
Mr. Michael Roberts.

A presentation by Ms. Jennings was presented to the Fred B. Frye family in
appreciation of Mr. Frye's service to Smyth County.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried,
minutes of the June 11th, June 18th, and June 22nd, and June 29th, 2002 meetings were
continued.

During Citizens Time Dixie Huff appeared to discuss the comparison of Tom
Bishop's request for the Zoning Board of Appeals versus her request to the Board
concerning the Nebo Convenience Station.

During Citizens Time Norman Sparks appeared to thank the Board for their help concerning the land slide during the flooding in March 2002 on his property and also to express he was in favor of the Nebo Convenience Station being constructed.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, the Board approves and appropriates the sum of \$375,000 for the Department of Social Services expenses during the month of July 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$1,600,000 for General County expenses during the month of July 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the following sums: Schools – Operations \$1,605,722.00; Textbook \$106,722.00; School Debt and Capital Outlay \$1,132,292.00 for expenses during the month of July 2002.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the FY 2003 Fire Program Fund Disbursement Agreement as follows:

FY 2003 FIRE PROGRAMS FUND DISBURSEMENT AGREEMENT

(Disbursements commencing as of the end of the First Quarter of the Fiscal Year 2003)

Statutory Authority: §38.2-401 of the *Code of Virginia*

This Agreement, made as of the 1st day of July, 2002, 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 2003 Fire Programs Fund (the "Fund"), as provided for in §38.2-401 of the *Code of Virginia* as amended (the "Code").

WHEREAS, §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, §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, §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, §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 thereunder, 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 §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 §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 §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, VA 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.

the County Administrator who may desire to attend the Virginia Transportation Conference to be held at Lexington, VA on October 17th – 18th, 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, upon recommendation of the County Attorney, the Board approves M. Richard Walker's request for a personal property tax refund in the amount of \$113.99 to Robin Suzanne Nelson P. O. Box 905 Saltville, Virginia, for year of 2000.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, upon recommendation of the County Attorney, the Board approves M. Richard Walker's request for a real estate tax refund in the amount of \$113.36 for the years of 1999, 2000, and 2001 to Margaret Lindamood Estate, claim filed by Nancy L. Stidham 355 Chaffin Road Roswell, GA 30075.

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

RESOLUTION EXTENDING THE CORPORATE LIFE OF THE
RYE VALLEY WATER AUTHORITY

WHEREAS, the Board of Supervisors of the County of Smyth, Virginia (the "Board") created the Rye Valley Water Authority (the "Authority") pursuant to the Code of Virginia of 1950, as amended, and a resolution adopted by the Board; and

WHEREAS, the Board deems it advisable to extend the corporate life of the Authority;

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

1. The Authority shall have a term of existence for fifty years from June 1, 2002, and for such period or periods as may from time to time be provided by resolution of the County.
2. This Resolution shall take effect immediately.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves a new appropriation total in the amount of \$3,873,526.00 for the School Debt and Capital Outlay Budget for fiscal year 2001 – 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board refers the following items to the Budget Committee for study and recommendation:

1. Transfer balance of \$153,815 from the School Debt and Capital Outlay to the Operations Budget.
2. Approve an additional sum of \$142,059 local appropriations for the Operations Budget during fiscal year 2001 – 2002.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following

application for a literary fund loan for Northwood Middle/Rich Valley Elementary Wastewater Treatment Plant in the amount of \$150,000:

At a meeting of the Board of Supervisors for the County of Smyth, held in the said County on the 9th day of July, 2002, presented to this Board, an application addressed to the State Board of Education of Virginia for the purpose of borrowing from the Literary Fund \$150,000 for the new school building (or for adding to or improving the present school building) at Saltville, Virginia, to be paid in 20 annual installments, and the interest thereon at 2 percent paid annually.

Resolved, That the application of the County School Board to the State Board of Education of Virginia for a loan of \$150,000 from the Literary Fund is hereby approved, and authority is hereby granted the said County School Board to borrow the said amount for the purpose set out in said application.

The Board of Supervisors for said County will each year during the life of this loan, at the time they fix the regular levies, fix a rate of levy for schools or make a cash appropriation sufficient for operation expenses and to pay this loan in annual installments and the interest thereon, as required by law regulating loans from the Literary Fund.

I certify that the foregoing is a true copy as taken from the minutes of the Board of Supervisors for the County of Smyth.

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

RESOLUTION OF THE SMYTH COUNTY BOARD OF SUPERVISORS OF

SMYTH COUNTY DECLARING ITS INTENTION TO REIMBURSE ITSELF
FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCING FOR
CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION
WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN
CAPITAL IMPROVEMENTS

Whereas, Smyth County (the "Issuer") is a political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

Whereas, the Issuer [has paid, beginning no earlier than {DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADDITION OR RESOLUTION} and] will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the capital project (the "Project"), as more fully described in Appendix A attached hereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Bonds for the Expenditures with respect to the Project made on and after [{DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADOPTION OF RESOLUTION}], which date is no more than 60 days prior to] the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds.

Section 2. Each Expenditure [is and] will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable Literary Fund regulations.

Section 3. The maximum cost of the Project is expected to be \$150,000.00.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid.

Section 5. This resolution shall take effect immediately upon its passage.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors approves Change Order #6 Contract II Water Line Construction – Contractor – Tipton Construction, Inc. – Hutton Branch Water System Improvements: Add approximately 400 LF of 6" water line beginning at Sta. 12 + 74 of Line 400 extending to Sta. 16 + 74. Add 6" gate valve at end of Line 400. Purpose: Extend water service to additional 4 recently signed connections. Method of determining change in Contract Price: Unit Price. Estimated increase in Contract Price: \$5,300, date June 28, 2002.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors approves Change Order 1 dated June 21, 2002 Hutton Branch Water System Improvements – Contract III – Water Storage Tank – Contractor: MidAtlantic Storage Systems, Inc.: Add electrical conductor installation to tank site. Add 2 – 7' gates at tank road entrance. Add 40 LF of 18" CMP. Cost: \$11,550.00. Justification: Electrical cost by AEP of installation power to tank site

was higher than anticipated. Cost reduction to project can be realized by installing electrical conductor to water tank telemetry receiver and other electrical items at site. Gates to be installed at request of Owner and adjoining landowners. CMP required for drainage from Tank access road.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves the County Engineer completing application packages for "Acquisition of Primary Residences Subject to Flooding" and "Rehabilitation and Stabilization of Landslide – prone Area" projects. Mr. Duncan McGregor, County Engineer, informed the Board Smyth County was eligible under the Hazard Mitigation Grant Funds DR-1406, 2002 Southwest Virginia Floods, as he had been informed by Richard O. Dameron, State Hazard Mitigation Officer, with the Department of Emergency Management.

Information was given to the Board by the County Engineer on the Allison Gap Sewer Project – Community Improvement Grant #02-05 – stating following a progress meeting with Jimmy Wallace on June 13, 2002, concerns were discussed concerning the following items: 1. Easement acquisition. 2. Bidding of contracts. 3. McHenry Creek Interceptor.

Todd Christensen, Associate Director, Department of Housing and Community Development. stated "Based on the progress made to date and the numerous extenuating circumstances associated with this project, DHCD will continue to honor the \$800,000 commitment of Community Development Block Grant funds toward construction of the Allison's Gap collector system. However, this commitment is conditioned on what we

perceive to be an ongoing aggressive effort to complete the acquisition, resolution of the McHenry Creek interceptor issue and all other actions necessary to advertise these projects for construction in November with initiation of construction in the spring of 2003. Failure to keep this project as a high priority, backed up by actions and not words, will result in the withdrawal of the CDBG offer.”

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, Jimmie Stamper is reappointed a member of the Smyth County Industrial Development Authority for a term of office beginning upon his qualification and expiring 6-30-2006.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, R. David Bradley and Michael D. Roberts are each reappointed a member of the Southwest Virginia Community Corrections Board for a term of office beginning upon their qualification and expiring 6-30-2004.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, Raymond M. Buchanan is reappointed a member of the New River RC & D Council Agriculture Resource Committee for a term of office beginning upon his qualification and expiring 6-30-2006.

Upon motion of Mr. Roberts, seconded by Mr. Perry, and duly carried, the Board approves renewal of Grant #03-C3672AD02 School Resource Officer in the amount of

\$23,818 Federal Funds and \$7,939 Local Funds Total \$31,757.00 for fiscal year 2002 – 2003.

Vote: 5 Yea

1 Abstention (Jennings)

1 Nay (Staley)

Upon motion of Mr. Roberts, seconded by Mr. Perry, and duly carried, the Board approves renewal of Grant #03-C3676AD02 School Resource Officer in the amount of \$23,818 Federal Funds and \$7,939 Local Funds Total \$31,757.00 for fiscal year 2002 – 2003.

Vote: 5 Yea

1 Abstention (Jennings)

1 Nay (Staley)

Upon motion of Mr. Fullen, seconded by Mr. Roberts, and duly carried, the Board approves renewal of Grant #03-F9569VW02 Victim Witness Program in the amount of \$45,321.00 State Special Funds for fiscal year 2002 – 2003.

Vote: 6 Yea

1 Abstention (Neitch)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves an On-Site Sewer Loan to Mr. Thomas M. & Lynda M. Hampton in the amount of \$1,650.00.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board authorizes submission of a Special Fund Grant Application to the Department of Criminal Justice Services in the amount of \$5,000 for the Sheriff's Department to purchase ten (10) Tactical Throat OTT Communications for use by the Sheriff's Emergency Response Team.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the County Administrator is authorized to advertise a public hearing to be held on Wednesday, August 14, 2002, at 4:00 p.m., pursuant to §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 near Chilhowie to Route 600, north and east of Chilhowie, between Chilhowie and Marion, areas surrounding Saltville, North Holston and on Route 42, the area of Midway, and the Sugar Grove area, and other areas presently served by Comcast, and which may, by expanded coverage, be served in the future by Comcast Cablevision of the South (Comcast). The franchise is proposed to be awarded for a period of fourteen (14) years; requires the payment of monthly franchise fees; provides for free service to certain county 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.

The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.

2. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.

Pursuant to notice duly 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.

No citizen appeared to speak.

Kim Hummel, representing Mount Rogers Planning District Commission, discussed the Konnarock Telemedicine Project.

The Chairperson declared the public hearing closed.

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

BE IT RESOLVED THAT, pursuant to two (2) public hearings, Smyth County wishes to apply for \$26,500 of Virginia Community Development Block Grant funds under the Local Innovation Fund for the Konnarock Telemedicine Project;

WHEREAS, \$2,000 from a grant proposal to the USDA Rural Utilities Service, will also be expended on this project;

WHEREAS, it is projected that 1,800 patients of the Konnarock Family Health Center will benefit from this project and that an estimated 60 percent, or approximately 1,080 health center patients, will be low-and-moderate income persons;

BE IT FURTHER RESOLVED that Smyth County Administrator Edwin B. J. Whitmore, III is hereby authorized to sign and submit appropriate documents for the submittal of this Virginia Community Development Block Grant proposal.

Upon motion of Mr. Perry that the Board appropriate \$150,000 to establish the position and office for an Industrial Recruiter, said position to be advertised, motion did not receive a second, Mr. Perry called for the question. The Chairperson called for a vote. Motion failed to carry.

Vote: 3 Yea (Neitch, Perry, Blevins)

4 Nay (Roberts, Staley, Jennings, Fullen)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves the following warrant list for July 2002 out of the appropriate fund account:

(Total \$100,121.68)


CHAIRPERSON

JULY 2002 BILLS**NELSON, ROBIN SUZANNE**

Personal Property Tax Refund	113.99	41054
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STIDHAM, NANCY L.

Real Estate Tax Refund	113.36	41055
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VMI RESEARCH LABORATORIES

Board of Supervisors - Registration Hwy. Conf.	125.00	41056
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UNIVERSITY OF VIRGINIA

Board of Supervisors - Registration LGOC-M.Perry	75.00	41057
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VIRGINIA EMPLOYMENT COMMISSION

Unemployment	9.93	41058
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TREASURER - SMYTH COUNTY - HOSPITAL INS.

County Attorney	\$ 762.68	
County Administrator	\$ 1,239.50	
Commissioner of Revenue	\$ 1,239.48	
Treasurer	\$ 1,263.36	
Data Processing	\$ 1,263.34	
Circuit Court	\$ 238.36	
Sheriff	\$ 19,617.52	
Commonwealth Attorney	\$ 1,525.56	
Building Inspection	\$ 2,002.26	
Animal Control	\$ 1,239.50	
Refuse Collect	\$ 2,264.46	
Rye Valley Water	\$ 762.78	
Buildings & Grounds	\$ 762.78	
Health Building	\$ 500.56	
County Office Building	\$ 595.92	
Planning Commission	\$ 1,263.34	
County Engineer	\$ 238.36	
CSA	\$ 357.56	
E-911	\$ 2,669.72	
Water Department	\$ 4,171.42	
Basic 911	\$ 357.56	
	<u>\$ 44,336.02</u>	41118

HORNE, MR/MRS JAMES F.

Water Department - Easement Hutton Branch	200.00	41122
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AMERICAN ELECTRIC POWER

Water Department	353.65
Health Department	1,040.71
Morison Building	2,777.49
Courthouse	1,972.00
Jail	1,352.47

AMERICAN ELECTRIC POWER (CON'T)

Saltville Health Clinic	18.44	
IDA	23.29	
Convenience Stations	180.36	
Landfil	411.38	
	<u>8,129.79</u>	41123

TREASURER - SMYTH COUNTY HOSPITAL INS.

Clerk	2192.96	41124
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TREASURER - SMYTH COUNTY - VRS

County Administrator	677.13	
Commissionr of Revenue	636.74	
Treasurer	645.38	
Data Processing	331.07	
General Registrar	200.33	
Circuit Court	161.49	
Clerk	1,068.96	
Sheriff	7,903.16	
Commonwealth Attorney	1,141.80	
Building Inspection	539.84	
Animal Control	488.49	
E-911	529.67	
Basic 911	169.14	
Refuse Collect	709.09	
Rye Valley Water	208.59	
Buildings & Grounds	175.97	
Health Building	89.40	
County Office Building	217.64	
Library	148.43	
Water Department	975.51	
Victim Witness	163.66	
Zoning	156.27	
	<u>17,337.76</u>	41125

DEWBERRY & DAVIS

RD Funds - Residential Insp. Hutton Branch	27,840.00	
RD Funds - Basic Engineering - Hutton Branch	1,909.80	
	<u>29,749.80</u>	1040

BUILDING CRAFTS INC.

RD Funds #8 - Hutton Branch	22,990.38	1041
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BUILDING CRAFTS INC.

VDH Funds #8 - Hutton Branch	24,906.25	1042
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TIPTON CONSTRUCTION CO.

RD Funds - Hutton Branch	89,352.57	1043
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MIDATLANTIC STORAGE SYSTEM

RD Funds - Hutton Branch	11,400.00	1044
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SMYTH COUNTY WATER & SEWER

RD Funds - Hutton Branch	57,568.26	1045
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SMYTH COUNTY WATER & SEWER

Reimburse County - Hutton Branch Water	30,544.20	1046
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BOBBY'S PRINTING SERVICE

Animal Control	109.00	211
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OFFICE MACHINES & SUPPLY CO.

Social Security Fund	190.16	108
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WOLFE BROTHERS CONSTRUCTION

On-site sewer - Tom Hampton	1,650.00	329
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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	
	<hr/> 28,837.00	Wire Trans

MEDICARE

Board of Supervisors	49.30	
County Attorney	14.63	
County Administrator	246.38	
Commissioner of Revenue	152.76	
Treasurer	157.43	
Data Processing	73.66	
General Registrar	63.13	
Circuit Court	41.77	
Sheriff	2,042.13	
Commonwealth Attorney	283.48	
Building Inspection	124.12	
Animal Control	122.44	
Zoning	35.00	
Emergency Services	10.00	
Refuse Collect	167.15	
Convenience Station	353.29	
Rye Valley Water	47.01	
Buildings & Grounds	39.76	
Health Building	19.79	
County Office Building	71.67	
Community Development	117.93	
County Engineer	123.65	
Extension Office	19.45	
CSA	34.00	
Water Department	221.15	
Victim Witness	39.29	
Basic 911	38.90	
E-911	118.23	
	<hr/> 4,827.50	Wire Trans

FICA

Board of Supervisors	210.83	
County Attorney	62.58	
County Administrator	1053.52	
Commissioner of Revenue	653.17	
Treasurer	673.12	
Data Processing	314.95	
General Registrar	269.95	
Circuit Court	178.63	
Sheriff	8731.79	
Commonwealth Attorney	1212.13	
Building Inspection	530.7	
Animal Control	523.53	
Zoning	149.66	
Emergency Services	42.76	
Refuse Collect	714.69	
Convenience Station	1510.63	
Rye Valley Water	201.02	
Buildings & Grounds	170.01	
Health Building	84.62	
County Office Building	306.44	
Community Development	504.22	
County Engineer	528.68	
Extension Office	83.18	
CSA	145.38	
Water Department	945.65	
Victim Witness	167.98	
Basic 911	166.34	
E-911	505.54	
	<hr/>	
	20,641.70	Wire Trans

VIRGINIA: At a regular meeting of the Smyth County Board of Supervisors held
at the County Administration Building on Wednesday, August 14, 2002, at
12:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Michael
Carter; Duncan McGregor and Sally Morgan.

The Chairperson called the meeting to order.

The invocation was led by Rev. Mark Ross, Marion Baptist Church, and the
Pledge of Allegiance led by J. S. Staley, Jr.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried,
the Board approves May 14, 2002 minutes as presented.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried,
the Board approves May 28, 2002 minutes as presented.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried,
the Board approves June 11, 2002 minutes as presented.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried,
the Board approves June 18, 2002 minutes as presented.

Upon motion of Ms. Neitch, seconded by Mr. Staley, and unanimously carried,
the Board approves June 22, 2002 minutes as presented.

Upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried,
the Board approves June 29, 2002 minutes as presented.

During Citizens Time, June Heath appeared to discuss a fee charged of \$20.00 for
people on the South Fork Water Project. It was explained to Ms. Heath, a minimum
water bill of \$20.00 was charged each month after a person hooked on to the water, until
they requested a disconnect notice and the meter was removed.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the
Board approves use of the Courthouse Lawn on September 11th for Patriotic Day and
approves and appropriates the sum of \$500 to be used in connection with said Day.

Diane Grant Thompson appeared in reference to rezoning Saddlebrook Farms,
Agriculture/Rural. Following discussion, upon motion of Ms. Neitch, seconded by Mr.
Perry, and duly carried, said matter is referred to the Smyth County Planning
Commission for study and recommendation.

Vote: 6 Yea

1 Nay (Fullen)

During Citizens Time K. D. Cook, representing the Natural Resources Conservation Service, appeared to request the Board attend a local working group for Farm Bill 2002 on August 19, 2002, at the Smyth County Farm Bureau Building, Evergreen Soil and Water Conservation District to obtain local input for implementation of the new 2002 Farm Bill.

Doug Testerman, President, representing the Sugar Grove Lifesaving Crew, appeared to request the Board approve an appropriation to said Department up to \$20,000 to match an 80/20 grant from the State in the amount of \$98,000 for a new crash truck. The Chairperson referred the request to the Budget Committee for study and recommendation.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board appropriates the sum of \$1,292,000.00 out of the General Fund for expenditures during the month of August 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, , the Board appropriates the sum of \$300,000.00 out of the Department of Social Services fund for expenditures during the month of August 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board appropriates the sum of \$2,525,202.00 out of the Smyth County School Operations fund for expenditures during the month of August 2002.

EXTERMINATOR does hereby contract with the PURCHASER OF SERVICE whose mailing address is: 111 West Court Street Marion, VA 24354 Telephone: (276) 783-7204 to perform the following described services:

Rodent Control: Rats; Mice. Crawling Insects: Roaches; Ants; Fleas. Other: Spiders; Gnats.

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 (termites, 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 in payable within 30 days on receipt of Statement, with no finance charge imposed, to Pest-X.

The Purchaser of Services 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 14th day of August 2002.

Pest-X

SMYTH COUNTY BOARD OF SUPERVISORS

Upon motion of Mr. Fullen, seconded by Mr. Roberts, and unanimously carried, upon recommendation of the County Attorney, the Board approved a refund to the Treasurer of Washington County, in the amount of \$1,124.67 for mobile home titling tax which should have been paid to Washington County, Virginia.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the matter of Mecklenburg County Board of Supervisors request that the Board adopt a resolution and send said copy to their federal legislators on the Pledge of Allegiance is continued.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the matter of the County of Isle of Wight request for the Board to adopt a resolution to support enabling legislation for Counties to impose a cigarette tax and request endorsement of this legislative proposal is ordered dropped from the agenda.

I believe the recommendation of the Budget Committee can be accommodated under §15.2-2507 of the Code, which permits an amendment to both the school board budget and the overall county budget. Since the amount needed \$142,059 is less than 1% of the total school board or county budget, and less than \$500,000, there is no requirement for a public hearing in order to amend both the school board budget and the county budget.

If the Board agrees to the recommendation of the Budget Committee, my recommendation would be to amend the school board budget by increasing the 2002 – 2003 School Budget by \$153,815 for the carry over funds, and at the same time reducing the 2002 – 20003 budget by \$142,059, or a net increase of \$11,756.00.

Dr. Winters agreed on the telephone today to give you the breakdown between the categories of the school budget to affect this division of the funds. The necessary funds can then be made available to the school board by making reductions and additions in whichever categories they may choose with a net effect of \$11,756.00. The Board can also permit the use of the carry-over funds by increasing the budget by \$153,815.00. The carry-over funds, which are available under §22.1-100 of the Code, and the amendment of both budgets will have the new budget of the school board go up by \$153,815.00 and down by \$142,059.00, and have a similar effect on the overall county budget. The net effect is to require a year long reduction of 2002 – 2003 funding for the school system of \$142,059, since \$295,000.00 will be immediately spent to pay the shortfall in expenses already committed for 2001 – 2002.

Upon motion of Mr. Fullen, James Swartz is nominated to replace Charles A. Frye, Jr., unexpired term through June 30, 2003, on the Virginia Highlands Community Board, seconded by Mr. Roberts.

Motion of Mr. Blevins, Bill Rush is nominated to replace Charles A. Frye, Jr., unexpired term through June 30, 2003, on the Virginia Highlands Community Board, seconded by Ms. Neitch.

Chairperson took a vote on each nominee.

James Swartz	Vote: 5 Yea
	2 Nay (Blevins and Neitch)
Bill Rush	Vote: 2 Yea (Blevins and Neitch)
	5 Nay

James Swartz 434 Poor Valley Road Saltville, VA 24370 is appointed a member of the Virginia Highlands Community College for a term of office beginning upon his qualification for the unexpired term of Charles A. Frye, Jr., resigned, through June 30, 2003.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, David Schwartz is reappointed a member of the Board of Appeals Virginia Statewide Uniform Building Code for a term of office beginning upon his qualification and expiring 9-30-2005.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, Shannon Williams is appointed a member of the Southwest Virginia Emergency Medical

Services Council for a term of office beginning upon his qualification and expiring 9-30-2005.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, Charles W. Smith is reappointed a member of the Southwest Virginia Emergency Medical Services Council, pending his acceptance, for a term of office beginning upon his qualification and expiring 9-30-2005.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, Marvin R. Perry is reappointed a member of the Smyth-Washington Regional Industrial Facilities Authority (SWIFA) Board for a term of office beginning upon his qualification and expiring August 8, 2006.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, Penny Dixon (Private Provider) and Sue Clear (Parent Representative) each is reappointed to the Community Policy Management Team for a term of office beginning upon their qualification and expiring 6-30-2003.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, the Board approves Amendment #1 to Agreement for Engineer Services with Anderson Associates on Allison Gap/Saltville Wastewater Project, subject to funding agencies acceptance of agreement:

JN 19707

**AMENDMENT 1 TO AGREEMENT FOR ENGINEERING SERVICES
ALLISON GAP/SALTVILLE WASTEWATER PROJECT
SALTVILLE, VIRGINIA (SMYTH & WASHINGTON COUNTIES)
JULY 24, 2002**

INTRODUCTION: By agreement dated October 31, 2001, Anderson & Associates, Inc. (ENGINEER) agreed to provide services to Smyth County (OWNER) related to the Allison Gap/Saltville Wastewater Project. It has been agreed upon by all parties (OWNER, ENGINEER, & reviewing agencies) to implement an additional upgrade to the Saltville Wastewater Treatment Plant to 990,000 gpd hydraulic loading. This additional upgrade will be part of Allison Gap/Saltville Wastewater Project - Phase II Saltville Wastewater Treatment Plant Expansion and is addressed in the Addendum to the Preliminary Engineering Report (PER) for the project dated July 18, 2002.

SCOPE OF SERVICES: Scope of Services shall include design, plan sheet(s), specifications, construction administration, and inspection for the additional proposed improvements as follows:

1. A new aeration basin and more powerful aeration equipment.
2. One additional clarifier.
3. An additional parallel UV channel.
4. Additional site electrical and piping work associated with additional improvements.
5. Additional channeling at the influent pump station.

ADDITIONAL SERVICES: The following items are not included in this scope of services but can be provided for an additional fee upon authorization:

1. Design for an upgrade to existing laboratory building and equipment.
2. Plant Startup Assistance

OWNER RESPONSIBILITIES: Owner Responsibilities shall remain as identified in the original agreement.

TERMS: Terms shall remain as identified in the original agreement.

SCHEDULE: ENGINEER will complete plans for approval of OWNER and all State regulatory agencies within time agreed to by both parties.

COMPENSATION: Lump sum fee of \$27,579 for additional design and construction administration. Inspection will be paid on an hourly basis not to exceed \$16,800 (42 days @ \$50/hour) unless prior approval is obtained.

ATTACHMENTS: The following items shall be deemed an integral part of this Amendment:

Original Agreement Dated October 3, 2001
Attachment I -- Engineering Cost Estimate
Attachment II -- Project Schematic

APPROVAL: The following indicates approval of this Amendment by all parties. ENGINEER will construe receipt of fully executed Amendment as authorization to proceed with services outlined.

(SEAL)

OWNER: Smyth County

By _____

ATTEST _____

Type Name _____

Type Name _____

Title _____

Title _____

Date _____

(SEAL)

ENGINEER: Anderson & Associates, Inc.

By R.A. Worley Jr.

ATTEST Thomas L. Morgan, EIT

Type Name: R.A. Worley, Jr., PE

Type Name: Thomas L. Morgan, EIT

Title: Executive Vice President

Title: Project Manager

Date: July 24, 2002

AGENCY CONCURRENCE:

AGENCY: _____

By (Signature): _____

Typed Name: _____

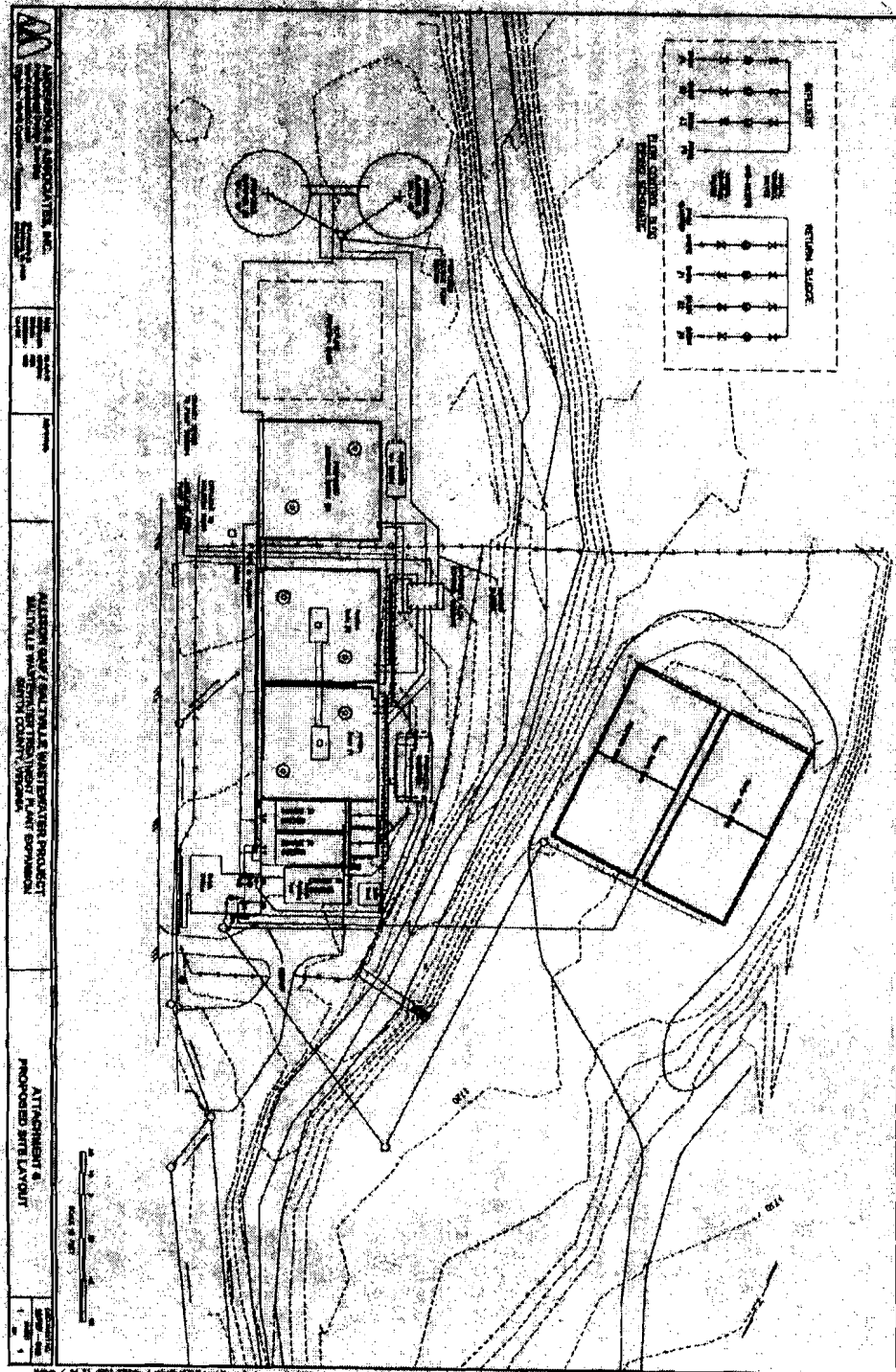
Title: _____

Date: _____

**ATTACHMENT I - ENGINEERING COST ESTIMATE
SALTVILLE VIRGINIA (SMYTH & WASHINGTON COUNTIES)
ALLISON GAP/SALTVILLE WASTEWATER PROJECT
PHASE II/SALTVILLE WASTEWATER TREATMENT PLANT
ADDITIONAL CAPACITY TO 990,000 GPD
JULY 24, 2002**

PROJECT COST ESTIMATE - ADDITIONAL HYDRAULIC CAPACITY TO 990,000 GPD

	QUANTITY	UNITS	UNIT COST	COST	TOTAL
1. Aeration Basin	1	EA	\$ 110,000	\$ 110,000	
2. Clarifier	1	EA	\$ 142,000	\$ 142,000	
3. UV Disinfection	1	EA	\$ 15,000	\$ 15,000	
4. Site Improvements	1	LS	\$ 20,000	\$ 20,000	
5. Pump Station Improvements	1	LS	\$ 30,000	\$ 30,000	
TOTAL CONSTRUCTION COST ESTIMATE					\$317,000
RELATED COST					
Basic Engineering @ 8.7%				\$27,579	
Inspection (42 Days @ \$50/Hour)				\$16,800	
10% Construction Contingency				\$31,700	
Interest During Construction @ 2.5%				\$7,951	
Total Related Cost Estimate					\$84,030
Total Project Cost Estimate					\$401,030



Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the matter of agreement for Engineering Services with Dewberry & Davis for Groseclose Sewer Line Extension Project is referred back to the Water/Sewer Committee.

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

WHEREAS Smyth County Industrial Development Authority desires to protect against liability claims and property losses and to provide for payment of claims or losses for which the county may be liable; and

WHEREAS, the Virginia Association of Counties Group Self Insurance Risk Pool, aka VACoRP, has been established pursuant to Chapter 11.1 (§15.1-503.4:1 et seq.) and Title 15.1 of the Code of Virginia.

WHEREAS, it is desirable for Smyth County Industrial Development Authority to join the Virginia Association of Counties Group Self Insurance Risk Pool in order to provide a method of risk sharing for liability claims and property losses;

NOW, THEREFORE, BE IT RESOLVED that the governing body of Smyth County hereby agrees to the member agreement entitled "Member Agreement for Virginia Association of Counties Group Self Insurance Risk Pool" which creates a group fund to pay liability claims and property losses of the counties and other local agencies joining the Group, and we acknowledge we have received a copy of the pertinent Plan and supporting documents.

BE IT FURTHER RESOLVED that Edwin B. J. Whitmore, III, County Administrator, is authorized to execute the member agreement to join the Virginia Association of Counties Group Self Insurance Risk Pool and to act on behalf of the Smyth County Industrial Development Authority in any way relative to the Group.

This the 14day of August 2002.

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the matter of letter from John Taminger concerning plans for Smyth County Bookmobile....suggestion it be given to the Smyth County Historical Museum for static display is continued.

The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
2. Matter of request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, Clegg Williams, Zoning Administrator, is authorized to advertise joint public hearings with the Smyth County Planning Commission for zoning matters.

Vote: 6 Yea

1 Nay (Perry)

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors hereby authorizes the Department of Transportation to close State Route 629, .5 miles north of intersection of Route 610, for the length of time necessary to complete construction of bridge repairs.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider a change to the district boundaries on the official zoning map of the Zoning Ordinance of Smyth County:

- (a) An application from the Smyth County Industrial Development Authority to rezone from Agricultural/Rural to Industrial a tract of land being approximately 54 acres and identified by Tax Map Number 53-A-36C, and located across from 858 Lyons Gap Road.
- (b) An application from the Smyth County Industrial Development Authority to rezone from Agricultural/Rural a tract of land being approximately 108 acres and identified by Tax Map Number 48-A-45 and located next to 371 Mulberry Lane.

(Note: John H. Tate, Jr., County Attorney, left the meeting and Jeff Campbell, Water Attorney was present)

Approximately seventeen (17) citizens were present.

(A) Comments concerning Lyons Gap Tract.

Clarence Smith appeared to state the Industrial Development Authority was interested in rezoning said properties. He felt the IDA was more interested in rezoning the Mulberry Tract than the Lyons Gap Tract.

Jim Ellis appeared to ask if there was a focus plan for the properties.

Jim Elliott, Attorney, representing Tom Bishop, the Walkers, and citizens in the area, appeared to state some of the following facts and state he felt the application for rezoning the Lyons Gap Road property should be denied.

- (a) Comprehensive Plan, just developed, adopted by the Board, calls for this land to be not in an industrial zone, but in the agricultural/rural zone. Rezoning would violate the County's own zoning plan.
- (b) Planning Commission had reviewed request and recommended the property not be rezoned.
- (c) County has no present or future foreseeable need for industrial property.
- (d) Rezoning would constitute spot zoning, and the chances of sustaining that zoning in the Courts is unlikely.
- (e) Development of property for industrial use would cost the citizens of the County upwards of \$4,000,000.00.
- (f) Rezoning would result in a reduction of property values of citizens of the County in the immediate area, therefore, reducing the taxes which the County government would receive.

Deborah Jones stated she was against the rezoning.

(B) Comments on Mulberry Lane Tract.

No one appeared to speak on said Tract. Mr. Smith stated the Authority's views on said tract under the Lyons Gap Tract comment section.

The Chairperson declared the public hearing closed.

Upon motion of Mr. Perry, that the Board reject the Planning Commission recommendation not to rezone the Lyons Gap Tract from Agricultural/Rural to Industrial, was seconded by Mr. Blevins, motion fail to carry.

Vote: 3 Yea (Neitch, Blevins, Perry)

4 Nay (Roberts, Staley, Jennings, Fullen)

Upon motion of Mr. Roberts that the request to rezone the Mulberry Lane Tract from Agricultural/Rural to Industrial be tabled, was seconded by Mr. Staley, and duly carried.

Vote: 4 Yea (Roberts, Staley, Jennings, Fullen)

2 Nay (Blevins, Perry)

1 Abstention (Neitch)

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing concerning the County proposal to adopt, pursuant to §15.2-2108 of the Code of Virginia, an ordinance granting a franchise for the provision of television cable services to an area of Smyth County that encompasses the areas near Chilhowie to Route 600, north and east of Chilhowie, between Chilhowie and Marion, areas surrounding Saltville, North Holston and on Route 42, the area of Midway, and the Sugar Grove area, and other areas presently served by Comcast, and which may, by expanded coverage, be served in the future by Comcast Cablevision of the South (Comcast). The franchise proposed to be awarded for a period of fourteen (14) years; requires the payment of monthly franchise fees; provides for free service to certain county

facilities; including schools, volunteer fire fighting and rescue squad facilities; and provides support and interconnection for a public access channel in the areas of the county covered by the proposed franchise.

Russell Byrd, Director, Comcast, was in attendance.

A letter over the signature of Jack Taylor was presented the Board expressing Mr. Taylor's concerns for cable in the Sugar Grove area of Smyth County.

The Chairperson declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Mr. Roberts, and unanimously carried, the Board approves cable television franchise between Smyth County, Virginia and Comcast Cablevision of the South as follows:

**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN
SMYTH COUNTY, VIRGINIA
AND
COMCAST CABLEVISION OF THE SOUTH**

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**CABLE TELEVISION FRANCHISE AGREEMENT
BETWEEN
SMYTH COUNTY, VIRGINIA
AND
COMCAST CABLEVISION OF THE SOUTH**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise Agreement" or "Agreement") is entered into by and between Smyth County, Virginia ("County" or "Franchising Authority"), and Comcast Cablevision of the South, a Colorado general partnership ("Comcast" or "Grantee") as of the 14th day of August, 2002 (the "Effective Date").

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

WHEREAS, the construction, maintenance and operation of such Cable 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 Comcast'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 renewed nonexclusive Franchise to Comcast is consistent with the public interest; and

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

NOW, THEREFORE, in consideration of the County's grant of a renewed Franchise to Comcast; Comcast'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 1
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 Rights-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 initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the Cable System.
- 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 Comcast Cablevision of the South, a company organized and validly existing under the laws of the State of Colorado, 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 gross revenue actually received by Grantee from the operation of Grantee's Cable System to provide Cable Services in the Franchise Area including but not limited to, all Subscriber service fees whether for Basic Cable Service, premium or other optional service, Internet access, or pay-per-view or other subscriber fees; equipment or installation fees or rentals; advertising revenues; and home shopping revenues; except as hereinafter specifically excluded. Provided, however, if a decision or ruling is entered by (1) a court of competent jurisdiction or (2) the FCC or other federal regulatory authority which provides that Internet access may not be treated as a Cable Service within the meaning of the Cable Act, then revenues derived from this service may be excluded from the definition of "Gross Revenues." Gross revenues shall not include: (1) unrecovered bad debt; (2) Subscriber deposits; and (3) any taxes on the services furnished by Grantee which are imposed directly on any Subscriber or user by the Commonwealth of Virginia, the County, a town, or other governmental unit and which are collected by Grantee on behalf of that governmental unit from within the Franchise Area. 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 in the unincorporated areas of the County as shown on Exhibit A, attached hereto and made a part hereof, exclusive of any territory within any incorporated town within the County ("Franchise Area").

2.3. **Term.** The Franchise and this Franchise Agreement shall extend for a term of fourteen (14) 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. In the event an application for a new Cable System Franchise is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall provide reasonable notice to the Grantee prior to any hearing before the Board of Supervisors on such application.

withheld. If the County has not taken action on the Grantee's request for transfer within 120 days after receiving such request, consent to the transfer shall be deemed given. Transferee shall pay the County's reasonable costs incurred in connection with reviewing any such transfer of ownership or control up to an amount not to exceed five thousand dollars (\$5,000). For purposes of this Section 3, no consent is required when the assignment, transfer, or change in ownership or control is to (i) a financial institution as security for refinancing purposes, or (ii) to an entity owned and/or controlled by Comcast Corporation or a parent of Comcast Corporation.

Section 4 Provision of Cable Service

4.1. **Availability of Cable Service.** Grantee shall make Cable Service available to all residences and businesses within the Franchise Area contiguous with Grantee's Cable System facilities as of the Effective Date of this Franchise Agreement, 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 twenty (20) occupied single family dwelling units per cable mile measured from a point contiguous with or adjacent to Grantee's existing Cable System facilities. For the purposes of this Section 4.1, the term "contiguous" or "adjacent" shall mean not more than one hundred fifty feet (150) from the nearest point of connection to the Grantee's distribution cable.

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 revocation or termination of its Franchise as set forth in Section 13 herein, Grantee shall, at the County's request, as trustee for its successor in interest, operate Grantee's Cable System for a temporary period (the "Transition Period") as necessary to maintain service to Subscribers, and shall cooperate with the County to assure an orderly transition from it to the County or another Franchise holder.

4.2.1 During the Transition Period, Grantee shall not make any physical, material, administrative or operational change that would tend to degrade the quality of service to Subscribers, decrease Gross Revenues, or materially increase expenses 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 Franchise holder or for a period of six (6) months, whichever is sooner, unless otherwise 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's 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 all existing 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 reasonably 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 all 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 economically and technically feasible.

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 carryout 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 reasonably 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's 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.

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. Grantee shall, upon ten business days advance written notice and on the request of any Person holding a building moving permit issued by the County or other governmental entity, temporarily raise or lower its wires to permit the moving of such building or other objects, provided the expense of such temporary raising or lowering of wires is paid by the Person in advance of such temporary raising or lowering of such wires.

Section 6 System Facilities, Equipment and Services

6.1 System Characteristics. Grantee's Cable System shall have at least the following characteristics:

- (1) within six (6) months of the Effective Date of this Agreement, a 750 MHz HFC system capable of being a two-way system, provided, however, this requirement shall not include Grantee's Cable System serving "Sugar Grove";
- (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 located within the unincorporated County, provided, however, this requirement shall not include Grantee's Cable System serving "Sugar Grove";
- (3) protection against outages due to power failures, so that back-up power is available at a minimum for at least twenty four (24) hours at the headend, and conforming to industry standards, but in no event rated for less than two hours, at each node site;
- (4) facilities and equipment of good and durable quality, generally used in high-quality, reliable comparable Cable Systems;
- (5) a system that, at a minimum, conforms 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 designed to be capable of continuous twenty-four (24) hour daily operation in accordance with FCC standards except as caused by a *force majeure* condition;
- (7) all facilities and equipment 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) utilization of facilities and equipment and the placement thereof to eliminate co-channel interference and "ghosting" to the optimal degree reasonably possible.

6.2 Number of Channels: Within six (6) months of the Effective Date of this Agreement, Grantee shall have and maintain a minimum of fifty (50) activated Channels of programming in the Franchise Area, provided, however, this requirement shall not include the Grantee's Cable System serving "Sugar Grove."

6.3 Interconnection. Within ninety (90) days of the Effective Date of this Agreement, Grantee shall provide such equipment and interconnection facilities as are needed so that programming on the Town's PEG Channel as such existed as of the Effective Date of this Franchise Agreement can be viewed by all Grantee's Subscribers throughout the Franchise Area, provided, however, this requirement shall not include the Grantee's Cable System serving Sugar Grove. Such interconnection shall be designed and maintained in such a manner that Grantee will retransmit the signals at a picture quality comparable to that which is received by Grantee.

Grantee shall take all reasonable steps to obtain necessary consent from other cable television systems in the County and any other entities as may be necessary to provide such interconnection. The County agrees to assist Grantee in obtaining such consents to the degree possible. Grantee shall not be required to comply with this Section 6.3 if it is unable to obtain all necessary consent, and such failure is not the result of Grantee failing to take reasonable steps to obtain such consents. The cost of such interconnection shall be shared equally by each affected cable operator.

6.4 Emergency Alert System. Grantee shall provide an emergency override system which, at a minimum, shall provide a means of interrupting the regular sound portion of programming on all television channels and substituting emergency messages by public and law enforcement officials which shall be consistent with the FCC guidelines. Emergency messages may be inserted at the headend or by telephone communications received at an emergency telephone number to be designated by the Grantee.

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 Charges. County may regulate Grantee's rates for Cable Service to the extent and in accordance with federal law.

6.7 FCC Proof Of Performance. Upon reasonable prior written request of the County, Grantee shall make available its annual FCC Proof Of Performance test results, and 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.

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, as of the Effective Date of this Franchise Agreement 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 one hundred twenty (120) days from the receipt of a written request from the County for a separate PEG Channel, Grantee

shall provide at no charge to the County access to one (1) non-commercial Public, Educational, and Governmental (PEG) Access Channel to be utilized under the guidelines established by the County. The County or its designee shall administer the non-commercial programming offered on this PEG 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 System), to Grantee's Cable System headend. Notwithstanding any of the foregoing, in no event shall Grantee be required to carry more than one (1) PEG Channel on its Cable System in the Franchise Area throughout the term of this Agreement nor shall this requirement include Grantee's Cable System serving Sugar Grove. For the purpose of this Section 7.1, the term "non-commercial" shall mean activities and programming that are non-money-making or not-for-profit. The County, however, may acknowledge contributors who underwrite the cost of producing and airing PEG programming. If the County requests a relocation from the original transmission sites designated herein, the cost of such relocation shall be borne by the County.

7.2 Carriage of PEG Programming: If access to a PEG Channel is requested as provided for in Section 7.1 above, each 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. Grantee will retransmit the signals at a picture quality comparable to that which is received by Grantee. All non-commercial PEG programming shall be carried on Grantee's Basic Cable Service tier.

7.3 Access Channel Support: Within 90 days from the Effective Date of this Agreement, Grantee shall provide a one-time payment of Thirty Thousand Dollars (\$30,000) for capital support for PEG Access within the Franchise Area. The Franchising Authority or its designee shall be responsible for installing, operating, maintaining and replacing any PEG equipment purchased with this capital support.

7.4 Certain Facilities to Receive Free Connections: Grantee shall, upon written request by the County Administrator, provide at no charge to the County, one outlet of Basic Service to each fire station, rescue squad station, public school, police station, and public library, and each PEG facility designated pursuant to Section 7.1, and any building occupied by the Franchising Authority listed on Exhibit B attached hereto and made a part hereof. Grantee shall not be required to extend any such drop more than one hundred twenty five (125) feet from the Cable System unless the expense of such additional extension is borne by the Franchising Authority being served. Notwithstanding the foregoing, Grantee agrees to provide one (1) outlet and Basic Cable Service to each of Rich Valley Elementary School and Rich Valley Middle School at no cost to the County and such connections shall be made within ninety (90) days of the execution of this Agreement. Upon written request by the County Administrator, other facilities designated by the County Administrator and listed on Exhibit B herein, shall receive, within thirty (30) days of the request, one (1) free connection (including the internal wiring necessary for that one (1) outlet) 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.

7.5 Costs and Payments Not Franchise Fees. The equipment provided and the payments made pursuant to this Section 7 shall not be deemed to be "Franchise fees" within the meaning of Section 622(g)(2)(C) of the Cable Act (47 U.S.C. § 542) and such payments shall not be deemed to be (i) "payments-in-kind" or involuntary payments chargeable against the compensation to be paid to the County by Grantee pursuant to Section 8 hereof, or (ii) part of the compensation to be paid to the County pursuant to Section 8. However, Grantee specifically reserves the right to pass through such payments in accordance with applicable law.

Section 8 **Franchise Fee**

8.1 Franchise Fee. Each year during the Franchise term, as consideration supporting the award of this Agreement, Grantee shall pay to the County a fee of five percent (5%) of Gross Revenues ("Franchise Fee"). Payments due the Grantor under this provision shall be due and payable quarterly. Such payments shall be made no later than sixty days following the end of each calendar quarter.

8.2 Supporting Information. Each Franchise Fee payment shall be submitted with a statement certified by an officer of the Grantee reflecting the total amount of monthly Gross Revenues for the payment period.

8.3 Audit. The County shall have the right to inspect books and records and to audit and recompute any amounts determined to be payable under this Agreement. Grantee shall be responsible for making available to the County all records necessary to confirm the accurate payment of Franchise Fees, without regard to by whom they are held. The County's audit expenses shall be borne by the County unless the audit discloses an underpayment of more than five percent (5%) of any quarterly payment, in which case the County's out-of-pocket costs of the audit shall be borne by Grantee as a cost incidental to the enforcement of the Franchise. Upon 30 days written notice to the Grantee, the Franchising Authority shall have the right to audit and to recompute any amounts determined to be payable under this Franchise. Such audit shall be conducted no more than annually and the audit period shall not be any greater than the previous three years. Any undisputed amounts due to the County as a result of the audit shall be paid within thirty days following written notice to Grantee by the County of the underpayment, which notice shall include a copy of the audit report.

8.4 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.

8.5 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 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.

8.6 Payment of Incidental Costs. Grantee, within thirty (30) days after receipt of the County's itemized statement, shall reimburse the County for the reasonable costs incurred by the County in advertising this Franchise Agreement prior to its adoption.

Section 9

Reports and Records

9.1 Reports and Records; Right to Inspect.

9.1.1 Upon written 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 filed immediately upon receipt with the County Administrator, if so requested by the County Administrator.

9.1.2 Upon reasonable, prior written notice, 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 any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC.

9.1.3 Upon written request, 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 to the County Administrator.

9.1.4 Grantee shall maintain for a period of one (1) year, 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 and not more often than once in any twelve (12) month period of time, Grantee shall provide to the County Administrator within ninety (90) days an annual report which shall include the following information: 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 Franchise Area; 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 the General Manager of Grantee's Cable System and there shall be

submitted along with them such other information relating to Grantee's Cable System and this Franchise as the County 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 provided the County is not engaged in providing services in competition with Grantee.

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 Franchise Agreement, including but not limited to:

- (1) Records of all complaints, for a period of one (1) year. 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 full and complete set of plans, records, and "strand and trench" maps showing the exact location of all equipment of Grantee's Cable System installed or in use in the County, exclusive of Subscriber service drops.
- (3) Records of outages, indicating date, duration, street address and the estimated number of homes affected, type of outage, and cause for a period of one (1) year.
- (4) Records of service calls for repair and maintenance indicating the date and time service was required, the date and time service was scheduled (if it was scheduled), and the date and time service was provided for a period of one (1) year.
- (6) Records of all financial information including, but not limited to, that which is necessary to calculate Gross Revenues and the Franchise Fee for a period of three (3) 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 except any claim or liability resulting from any service on the Cable System provided by the County or a public, government or education access Channel entity controlled by the County, Town or other Cable Service provider. Indemnified expenses shall include, but not be limited to, all expenses including reasonable attorneys' fees. The County shall notify the Grantee within ten (10)

business days after it 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 specifically agrees that it shall maintain throughout the term of this Franchise at its own cost and expense, commercial general liability insurance in the amount of at least Two Million Dollars (\$2,000,000) combined single limit for bodily injury or death and property damage. The County shall be designated as additional insured. 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-1" by Best's Key Rating Guide. Such insurance shall be non-cancelable except upon thirty (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 Exhibit C and incorporated herein are customer service obligations currently promulgated by the FCC at 47 CFR § 76.309. Grantee agrees, at a minimum, to comply with the standards set forth in Exhibit C. 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 Exhibit C.

Section 12 **Performance Guarantees and Remedies**

12.1 Performance Bond.

12.1.1 Within forty five (45) business days following the effective date of this Franchise Agreement, Grantee shall obtain and maintain during the remaining term of the Franchise, including any Transition Period as

damages as set forth in this Section 13 is distinct from the remedy of revocation of the Franchise as set forth in Section 14 of this Franchise 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 forty five (45) day cure period, if Grantee has not undertaken substantial corrective action to cure the violation within that forty five (45) 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 forty five (45) 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 forty five (45) day cure period if Grantee has not undertaken to substantially comply with the provision of such information, reports or filings; 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 forty five (45) day cure period after the County gives Grantee written notice of such violation.

(5) For failure to meet any specific customer service standard 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 with written evidence documenting a history of such noncompliance with such standard and a forty five (45) day cure period.

13.2 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 14

Revocation or Termination of Franchise

14.1 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 or is not being actively negotiated, 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.

14.2 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 thirty (30) days from the date of the certified notice: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such non-compliance, or (c) in the event that, by the nature of non-

Section 15
Miscellaneous Provisions

15.1 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.

15.2 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.

15.3 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. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform its work as necessary. 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.

15.4 Governing Law. This Franchise Agreement shall be governed by the law of the Commonwealth of Virginia.

15.5 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, VA 24354
Fax: (540) 783-9314

The notices or responses to Grantee shall be addressed as follows:

Comcast Cablevision of the South
 Attn: General Manager
 5720 Ashville Highway
 Knoxville, Tennessee 37924
 Fax: (865) 862-5090

With a copy to:

Vice President of Government Affairs
 Comcast Cable Communications, Inc., Southern Division
 360 Interstate N Parkway, Suite 600
 Atlanta, GA 30339
 Fax: 678-385-5101

and:

Comcast Cable Communications, Inc.
 Attn: Legal Department
 1500 Market Street
 Philadelphia, PA 19102
 Fax: 215-640-4050

The Franchising Authority and Grantee may designate such other address or addresses from time to time by giving notice to the other.

15.6 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.

15.7 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.

Exhibit A
Franchise Area

Exhibit C**FCC Customer Service Standards**

Mr. Fullen read a letter concerning the Nebo Community Center Board request to become owners of the old Nebo School either by lease or donation. He also presented the Board a letter from the Smyth County School Board approving the transfer of the old Nebo School to the Board of Supervisors, contingent upon the community group obtaining a 501-C (3) status. Said letter stated the Nebo property is no longer needed for school purposes.

Following discussion, upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, said request is referred to the Building & Grounds Commission.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, the Board sets a public hearing on September 10, 2002, at 3:00 p.m. on special use permit request for Reber & Sherry Atkins to add two more apartments to the new apartment building they are constructing on the corner of Walton Road and Chatham Hill Road. The land is zoned Residential and is identified by Tax Map No. 46B-3-32, 34A.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the following warrant listing from the appropriate fund account:

(Total \$546,150.05)


STEPHANIE J. SMITH
CHAIRPERSON

AUGUST 2002 BILLS**BOBBY'S PRINTING SERVICE**

Administrators Office	36.00	
Animal Control	36.00	
	<u>72.00</u>	212

HEATH, SETH

Animal Control	350.00	213
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VIRGINIA RESOURCES AUTHORITY

On-Site	5,000.00	330
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LADD FURNITURE, INC.

IDA	50,000.00	41126
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TIPTON CONSTRUCTION CO.

RD Funds - Hutton Branch	167,250.96	1047
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DEWBERRY & DAVIS, INC.

RD Funds - Hutton Branch	13,760.90	1048
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BUILDING CRAFTS INC.

RD Funds - Hutton Branch	62,490.24	1049
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BUILDING CRAFTS INC.

VDH Funds - Hutton Branch	67,697.76	1050
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J. L. WARREN, CLERK

Recording - Hutton Branch	13.00	
RD Funds - Hutton Branch	65.00	
	<u>78.00</u>	1051

FAMILY COMMUNITY NEWSPAPERS

RD Advertising - Hutton Branch	18.75	1052
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SMYTH COUNTY WATER & SEWER

RD Funds - Reimburse County for Easement	200.00	1053
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J.L. WARREN, CLERK

RD Funds - Recording Hutton Branch	26.00	1054
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VIRGINIA: At a special called meeting of the Smyth County Board of Supervisors held at the County Office Building on Wednesday, September 4, 2002, at 4:00 p.m.

PRESENT: All Board Members save Mr. Fullen.

STAFF: Edwin B. J. Whitmore, III; John H. Tate, Jr.; Michael Carter, and Mary Ann Evans.

The Chairperson called the meeting to order.

Pursuant to notice duly advertised in a local newspaper, the Board proceeded to conduct a public hearing to receive comments on the proposed relocations of certain voting precincts of Smyth County, Virginia to provide better handicap access to the voting public and better parking facilities for voters.

The Board of Supervisors proposes to adopt amendments to the Smyth County Code of 1995, to provide for the relocation of voting places, and specifically Chapter 26 – Elections, Article III – Precincts, §26-52, et seq., as follows:

Amend the Smyth County Code to reflect that the polling place of the following precincts will be as follows:

3. Election District 3-01, Chilhowie District: CHILHOWIE PRECINCT, at the Town Hall of the Town of Chilhowie, at 325 East Lee Highway, Chilhowie, Virginia 24319.

4. Election District 4-01, Park District: EAST PARK PRECINCT, at the Marion Recreation Center, 100 East Chilhowie Street, Marion, Virginia 24354.
5. Election District 5-01, Atkins District: ATKINS DISTRICT PRECINCT, at the Atkins Elementary School, 5909 East Lee Highway, Atkins, Virginia 24311.
6. Election District 6-01, Atkins District: WASSONA PRECINCT, at the Marion Senior High School, 848 State Street, Marion, Virginia 24354
7. Election District 7-01, Rye Valley District: SUGAR GROVE PRECINCT, at the Sugar Grove School Shop, 242 Teas Road, Sugar Grove, Virginia 24375.

Approximately nine (9) citizens were present.

Shirley Spencer, Assistant Building Official, stated in the fall of 2000 the County Administrator and the Voter Registrar's Office asked the Building Inspection Office to assess the existing voting precincts to see if they were accessible. After a visit to all existing precincts an ADA compliance form was provided to the Registrar's Office. Several proposed sites for voting precincts were visited and reports on their findings were issued. Sites selected by the Registrar's Office were revisited and recommendations on how they could be brought into compliance with the American Disability Act were reported.

Dreema Call, Atkins Precinct, spoke in opposition to the move for the Election District 5-01, Atkins District being moved from the BB&T Bank to the Atkins Elementary School.

Duncan McGregor, County Engineer, gave the following information concerning each proposed Election District change:

Election District 3-01, Chilhowie District – move from the old town hall into the new town hall building which was handicapped accessible.

Election District 4-01, Park District (East Park Precinct) paving and signs were needed.

Election District 5-01, Atkins District (Atkins Precinct) needed to mark handicapped van accessible parking and some handicapped accessible hardware.

Election District 5-01, Atkins District (Wassona Precinct) needed some handicapped accessible hardware.

Election District 7-01, Rye Valley District (Sugar Grove Precinct) needed to mark handicapped van accessible parking, signs, and some handicapped accessible hardware.

Joe Blevins, Election Board Secretary, address the question of opposition to Ms. Call for the move from BB&T Bank to the Atkins Elementary School.

The Chairperson declared the public hearing closed.

Following discussion, upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the change in election district voting places as follows were approved, the County Administrator is directed to draft a letter of appreciation to the following for use of their facilities for the citizens of Smyth County to vote in – President, Bank of Marion;

President, BB& T Bank in Atkins, and the VFW Post #4467.

3. Election District 3-01, Chilhowie District: CHILHOWIE PRECINCT, at the Town Hall of the Town of Chilhowie, at 325 East Lee Highway, Chilhowie, Virginia 24354.
4. Election District 4-01, Park District: EAST PARK PRECINCT, at the Marion Recreation Center, 100 East Chilhowie Street, Marion Virginia 24354.
5. Election District 501, Atkins District: ATKINS PRECINCT, at the Atkins Elementary School, 5909 East Lee Highway, Atkins, Virginia 24311.
6. Election District 5-01, Atkins District: WASSONA PRECINCT, at the Marion Senior High School, 848 Stage Street, Marion, Virginia 24354.
7. Election District 7-01, Rye Valley District: SUGAR GROVE PRECINCT, at the Sugar Grove School Shop, 242 Teas Road, Sugar Grove, Virginia 24375.

Vote: 6 Yea

1 Absent (Fullen)

VIRGINIA: At a regular meeting of the Smyth County Board of Supervisors held
at the County Administration Building on Tuesday, September 10, 2002,
at 12:00 Noon.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Michael
Carter; Duncan McGregor and Sally Morgan.

The Chairperson called the meeting to order.

The invocation was led by Rev. Neville Mozingo, Chaplin, Smyth County
Community Hospital and the Pledge of Allegiance led by Wade H. Blevins, Jr.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried,
the Board approves August 14th and September 4th, 2002 minutes as presented.

During Citizens Time Phillip Boutwell, Ridgefield Ambulance Service, informed
the Board he was selling the business and thanked the Board for their support. Mr.
Boutwell requested the Board a letter of support for Mr. Dickie Kegley, who planned to
purchase said Ambulance Service, so he could obtain a Medicaid number for the
business. Following discussion, upon motion of Mr. Roberts, seconded by Mr. Perry,
said matter is referred to the Ordinance Committee for study and recommendation.

Doris Smith, representing the Smyth County Homemakers, appeared to extend an invitation to the Board for lunch at 11:00 a.m., prior to the October Board Meeting, at the Smyth Farm Bureau building. Ms. Jennings accepted said invitation on behalf of the Board.

Tony Bible, Sanitarian, Smyth County Health Department, appeared during Citizens Time to request the sum of \$145.00 for advertising the vaccination clinic for dogs/cats in both Smyth County Newspapers. Following discussion, upon motion of Mr. Perry, seconded by Fullen, and unanimously carried, the Board approves and appropriates aforestated request.

Robin Nichoff appeared during Citizens Time to present the Board a petition to show interest of Groseclose residents of their interest in the water line that has been funded for their area.

Doug Testerman, representing the Sugar Grove Life Saving Crew, Inc., appeared during Citizens Time to request the Board reconsider the Life Saving Crew request for a donation of \$15,000 instead of the \$20,000 for said Department to match a grant they had received for a crash truck. The Budget Committee informed the Board that said Committee recommends the request for \$20,000 be denied due to the current financial condition of the County. Following discussion, upon motion of Ms. Neitch, seconded by Mr. Perry, and duly carried, the Board approves and appropriates the sum of \$15,000 out

of line item Contingency for the Sugar Grove Life Saving Crew, Inc. to match a grant received by said Department on the purchase of a crash truck.

Vote: 5 Yea

2 Nay (Staley and Fullen)

Upon motion of Mr. Blevins, 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 September 2002.

Upon motion of Ms. Neitch, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$1,200,000.00 for the General County expenditures during the month of September 2002.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$3,175,000 for the Smyth County School Board Operations Fund during the month of September 2002.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$30,000 for the Smyth County School Board Textbook Fund during the month of September 2002.

Upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried, the Board appropriates the sum of \$812,678.59 for the Smyth County School Board School Debt and Capital Outlay Fund during the month of September 2002.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board authorizes the County Administrator to advertise a joint public hearing with the Department of Transportation to be held on October 8, 2002 at 1:00 p.m. to revise the Secondary Highway Six Year Plan.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board authorizes use of the Courthouse lawn for Mountain Dew Day events scheduled for October 11th – 13th, 2002, as per letter over the signature of Kenneth W. Heath, Executive Director, Marion Downtown.

Motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board dropped the matter of M. Richard Walker, Commissioner of the Revenue, request for a personal property tax refund to Steven C. Rodriguez in the amount of \$135.53, per recommendation of the County Attorney. The County Attorney informed the Board according to §58.1-3990 of the Code of Virginia, specifically provides that no refund may be granted unless an application is made within three years after the last day of the tax year for which such taxes were assessed. As the taxes were assessed for the 1998, the tax refund would have to have been made prior to December 31, 2001.

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

Virginia RUS Instruction 1780

Exhibit B

Attachment 1

The governing body of Smyth County Board of Supervisors, consisting of seven
(7) members, in a duly called meeting held on the 10th day of September, 2002 at which a
quorum was present RESOLVED as follows:

BE IT HEREBY RESOLVED that, in order to facilitate obtaining financial
assistance from the United States of America, acting by and through the Rural Utilities
Service, an agency of the United States Department of Agriculture, (the Government) in
the development of East Hungry Mother Water Project to serve the community, the
governing body does hereby adopt and abide by the covenants contained in the
agreements, documents, and forms required by the Government to be executed.

BE IT FURTHER RESOLVED that the County Administrator or Chairman of the
Board be authorized to execute on behalf of the Smyth County Board of Supervisors the
above-referenced agreements and to execute such other documents including, but not
limited to, debt instruments and security instruments as may be required in obtaining the
said financial assistance.

This Resolution, along with a copy of the above-referenced documents, is hereby
entered into the permanent minutes of the meetings of this Board.

Smyth County

BY: _____

TITLE: _____

Upon motion of Mr. Roberts, seconded by Mr. Perry, and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following
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 Hungry
Mother 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 thirty-eight thousand and no/100 pursuant to the provisions of
Code of Virginia 1950, 3A, Title 15.2 & Public Finance Act; 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 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 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 \$434,000.00 under the terms offered by the Government; that the County Administrator and Chairman 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 such 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.

The vote was: 7 Yeas 0 Nays 0 Absent

IN WITNESS WHEREOF, the Board of Supervisors of Smyth County has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this 10th day of September, 2002.

SMYTH COUNTY

BY: _____

TITLE: _____

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board continues the matter of Strategic Plan for the Smyth County Board of Supervisors for further study.

Vote: 6 Yea

1 Absent (Roberts)

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board approves submission of an ARC grant applications for \$500,000 on the Groseclose Sewer Project.

The Chairperson referred the selection of an Engineering Firm on the Courthouse Renovation project to the Building & Grounds Committee. Said Committee requested staff to narrow down proposals to six out of twelve received. Matter continued.

The Board continued the following items on Hutton Branch Water Project to the continued Board Meeting on September 26, 2002, at 7:00 p.m. following a joint public hearing with the Smyth County Planning Commission:

1. Change Order #3 – Contract 1 - \$0.00 – Building Crafts, Inc.
2. Change Order #4 – Contract 1 - \$19,900 – Building Crafts, Inc.
3. Change Order #4 – Contract II - \$21,300 – Tipton Construct Company.

4. Amendment #9 to engineering agreement with Dewberry & Davis on Hutton Branch Water Project which relates to Change Order #4 – Contract II - \$3,643.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board approves amendment to engineering agreement with Adams-Heath Engineering on the Cedars/Hall Addition Project as follows:

STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND ENGINEER

FOR

PROFESSIONAL SERVICES

CEDARS/HALL ADDITION SEWER PROJECT

THIS IS AN AGREEMENT effective as of November 15, 2000 (Effective Date) between the County of Smyth (Owner) and Adams-Heath Engineering, Inc. (Engineer). OWNER intends to construct a sewage collection system serving the Cedars neighborhood, the Hall Addition subdivision, and areas along Route 11 located west of the Town of Marion; including approximately 39,200 LF of 8" and 10" gravity sewer lines, four sewage pump stations, 5,600 LF of 2" and 6" force mains and related improvements as discussed in a Preliminary Engineering Report titled Hall Addition/Cedars Subdivision Sewage Collection System and prepared by Adams-Heath Engineering Inc. dated April 2000 (Project). Financial assistance for this project is expected to be provided in part by USDA – Rural Development (Agency), a governmental entity. Nothing herein creates

any contractual relationship between AGENCY AND ENGINEER. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1- SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

ARTICLE 2- OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3- TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give written authorization proceed with any phase of services within a reasonable period of time after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4- PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. For Basic Services, OWNER shall pay ENGINEER for basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. For Additional Services, OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. For Reimbursable Expenses. In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER in accordance with Exhibit C for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants.

4.02 Other Provisions Concerning Payments

A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and in a manner acceptable to OWNER. Invoices will be submitted to OWNER by ENGINEER no more than once per month. The amount billed in each invoice will be calculated on the basis set forth in Exhibit C.

B. Payment of Invoices. Invoices are due and payable within 60 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's invoice therefor, and funds are available for the Project, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 60th day.

C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of termination under paragraphs 6.06A.1.b. and 6.06.A.2, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services completed.

E. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. Legislative Actions. NOT APPLICABLE

ARTICLE 5--OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER

cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designating to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit."

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6--GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws and Regulations, and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to the scope, schedule, and compensation for ENGINEER's services.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with this Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested under this paragraph.

H. All Contract Documents and Applications for Payment shall be subject to AGENCY concurrence.

I. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

J. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by

Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

K. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

L. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

M. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract - Fueling Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8-FA, 1996 edition) unless OWNER, ENGINEER, and AGENCY mutually agree to use other General Conditions as specifically referenced in Exhibit I.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include construction observation or review of the Contractor's performance, or any other Construction Phase services, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files on electronic media of text, data, or graphics or of other types (collectively termed electronic files) that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Electronic files that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored on electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering data. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software

application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain professional liability (errors and omissions) insurance during the term of this Agreement. The insurance shall provide not less than \$1,000,000.00 of coverage.

B. ENGINEER shall procure and maintain other insurance protection during the term of this Agreement, including but not necessarily limited to Workmen's Compensation, General Liability, Employer's Liability, and/or other types specified by the Owner in writing.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

E. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested and if commercially available, ENGINEER shall obtain, and shall require ENGINEER's Consultants to obtain such additional insurance coverage, increased limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than

10 days of receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same, and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

D. NOT APPLICABLE

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party as its address on the signature page and given personally, or by certified mail (return receipt requested), or by facsimile, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7-DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits) and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Addenda*-Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents.

2. *Additional Services*-The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2, of this Agreement.

3. *AGENCY*-The Federal or state agency named on page 1 of this Agreement.

4. *Agreement*-This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services - Funding Agency Edition" including those Exhibits listed in Article 8.

5. *Application for Payment*-The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

6. *Asbestos*-Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

7. *Basic Services*-The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1 of this Agreement.

8. *Bid*-The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

9. *Bidding Documents*-The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the required form of Bid bond, and the proposed Contract Documents and Addenda, if any.

10. *Change Order*-A document recommended by ENGINEER, which is signed by Contractor, OWNER, and AGENCY to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

11. *Construction Agreement*-The written agreement, contained in the Contract Documents between OWNER and Contractor covering the Work to be performed or furnished with respect to this Project.

12. *Construction Cost*-The cost to OWNER to construct those portions of the entire Project designed or specified by ENGINEER. Construction Cost does

not include costs of services ENGINEER AND other design professionals and consultants, cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*—The Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretation and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*—The monies payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*—The number of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*—An individual or entity with whom OWNER enters into a Construction Agreement covering Work to be performed or furnished with respect to the Project.

17. *Correction Period*—The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*—Those parts of the Contract Documents prepared or approved by Engineer which graphically show the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*—The date indicated in the Construction Agreement on which it becomes effective. If no such date is indicated it means the date on which AGENCY concurs with the Construction Agreement.

22. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which AGENCY concurs with the Agreement.

23. *ENGINEER's Consultants*—Individuals or entities having a contract with ENGINEER to perform or furnish Basic or Additional Services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*—A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*—That part of the Contract Document which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*—Polychlorinated biphenyls.

30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*—The Drawings as issued for construction on which the ENGINEER has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on the Drawings, Shop Drawings, and other documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show all changes made during construction.

33. *Reimbursable Expenses*—The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER pursuant to Exhibit C.

34. *Resident Project Representative*—The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative

includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit D.

35. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*—Lands or areas, indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where it, in the opinion of ENGINEER, is sufficiently complete in accordance with the Contract Documents so that it can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*—The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction of the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services and documentation necessary to produce such construction and furnishing, installing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor, issued on or after the Effective Date of the Construction Agreement and signed by OWNER and AGENCY upon recommendation of ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or in emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents, signed by OWNER, Contractor and AGENCY upon recommendation of ENGINEER on or after the Effective Date of the Construction Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8--EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 8 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 1 page.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 4 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of N/A pages.

G. Exhibit G, "Insurance," consisting of 1 page.

H. Exhibit H, "Dispute Resolution," consisting of 2 pages.

I. Exhibit I, "Special Provisions," consisting of N/A pages.

8.02 Agency Concurrence

A. Signature of a duly authorized representative of AGENCY in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to AGENCY's applicable requirements.

8.03 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

County of Smyth
 By (Signature): [Signature]
 Typed Name: Edwin B. J. Whitmore, III
 Title: County Administrator
 Date: 11/17/00
 Designated Representative (paragraph 6.02.A.):
Jeff Spickard, P.E.
 Title: County Engineer
 Address for giving notices:
County of Smyth
121 Barclay Circle, Suite 100
Marion, Virginia 24354
 Phone Number: (540) 783-3298
 Fax Number: (540) 783-9214
 E-mail Address: _____
 AGENCY CONCURRENCE:
 AGENCY: USDA: Rural Development
 By (Signature): _____
 Typed Name: Eddie Smith
 Title: State Engineer
 Date: _____

ENGINEER:

Adams-Heath Engineering, Inc.
 By (Signature): [Signature]
 Typed Name: Kevin Heath, P.E.
 Title: Secretary/Treasurer
 Date: 11/07/00
 Designated Representative (paragraph 6.02.A.):
Kevin Heath, P.E.
 Title: Project Manager
 Address for giving notices:
Adams-Heath Engineering, Inc.
119 North Main Street
Galax, Virginia 24333
 Phone Number: (540) 236-4588
 Fax Number: (540) 236-0458
 E-mail Address: kevinheath@naxs.com

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves the following on securing necessary land rights for NRCS, EWP, Norman Sparks landslide project:

ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

- A. **PURPOSE.** This form is to be used by sponsor (s) to provide the assurances to the Natural Resources Conservation Service of the U. S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
- B. **PROJECT MEASURES COVERED –**
 Name of Project _____
 Identity of improvement or development _____
 Location _____
- C. **REAL PROPERTY ACQUISITION ASSURANCE –**
 This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measurer, or other type of plan. If this assurance was not previously provided, the undersigned sponsor (s) hereby assures they have complied, to the extend practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition

Policies Act (42U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS –

The undersigned sponsor (s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measurer, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor (s) are responsible for any excess costs or other consequences in the even the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose (s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor (s) further assure and agree to prosecute

the proceedings to a final conclusion and pay such damages as awarded by the court.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the Board approves submittal of an application to Norfolk Southern for permit relating to Thomas Bridge Interconnect Water Line and Cedars/Hall Addition Sewer line construction for parallel installation of both water and sewer lines.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the Board continues the matter of amendment to Engineering Services agreement with Adams-Heath on Thomas Bridge Interconnect section on additional services relating to full time residential construction inspection for further study and recommendation.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the County Engineer is authorized to advertise for a resident inspector, said person to be a contract person, to be used in water and sewer project inspections.

The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.

3. Matter of request from Mecklenburg County Board of Supervisors that the Board adopt a resolution and send said copy to federal legislators on the Pledge of Allegiance.
4. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Matter referred to the Building & Grounds Committee),

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider the following applications to the Zoning Ordinance of Smyth County, Virginia:

1. An application from Reber & Sherry L. Atkins for a Special Use Permit to add two more apartments to the new apartment building they are constructing on the corner of Walton Road and Chatham Hill Road. The land is zoned Residential is identified by Tax Map No. 46B-3-32, 34A.
2. An application from Charles Haynes to rezone from Commercial to Agricultural/Rural a tract of land identified by Tax Map No. 55-8-2 and known as Interstate Campground, located off I-81 Exit 39 on the corner of Fox Valley Road and Ridgefield Drive.
3. An application from Randall Gordon to amend the text of Section 3-4.1 to add "cc) Petroleum, fuel oil, or propane storage for purposes of distribution" as a Use Permitted by Right in the Commercial District.
4. An application from Randall Gordon to rezone from Agricultural/Rural to Commercial approximately two acres of land identified by Tax Map No. 70-

A-52B and 70-A-52 and known as Rye Valley Oil located on Charlie Taylor Road in Sugar Grove.

5. An application from Supergro to rezone from Industrial to Commercial approximately 4.8 acres of land identified by Tax Map 54-A-37 located at 701 Lee Highway.

Two citizens were present.

Mr. Charles Haynes stated he wanted to remove a trailer and build two apartments.

Marvin R. Perry, Supervisors, stated Mr. Haynes needed a variance, but he was opposed to rezoning said property from Commercial to Agricultural/Rural.

Clegg Williams, Zoning Administrator, stated a letter dated September 9, 2002, over the signature of Mr. Randall Gordon, was received withdrawing the two applications from Randall Gordon concerning amendment request to text of Section 3-4.1 and rezoning from Agriculture/Rural to Commercial approximately two acres of land.

The public hearing was declared closed.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the matter of application from Reber & Sherry L. Atkins, III for a special use permit to add two more apartments to the new apartment building on the corner of Walton Road and Chatham Hill Road is continued. (Note: The Planning Commission recommended approval of said special use permit.)

John H. Tate, Jr., County Attorney, excused himself from the room during discussion of the following Zoning matter due to conflict of interest.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the Board denies the application from Charles Haynes to rezone from Commercial to Agriculture/Rural a tract of land identified by Tax Map No. 55-8-2 and known as Interstate Campground, located off I-81 Exit 39 on the corner of Fox Valley Road and Ridgefield Drive. (Note: The Planning Commission recommended Mr. Haynes application for rezoning from Commercial to Agricultural/Rural be approved)

Vote: 6 Yea

1 Nay (Roberts)

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the Board approves the Planning Commission recommendation to approve Supergro's application to rezone from Industrial to Commercial approximately 4.8 acres of land identified by Tax Map No. 54-A-37 and located at 701 Lee Highway.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the Budget Committee recommendation to submit V-Stop Grant renewal application to the Department of Criminal Justice for calendar year 2003 in the amount of \$23,255.00 Federal funds, Local funds \$7,738.00, Total \$30,993.00. The State has increased their match to 75% for 2003.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board agreed to enter into executive session to discuss acquisition of real property for a public purpose as outlined in §2.2-3771 (a) (3) of the Code of Virginia of 1950, as

amended, and to discuss a prospective industry where no previous announcement has been made as outlined in §2.2-3711 (a) (5).

The Chairperson declared the executive session ended.

Vote: 7 Yea

0 Nay

Upon motion of Mr. Staley, seconded by Mr. Blevins, 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, §2.2-3712 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

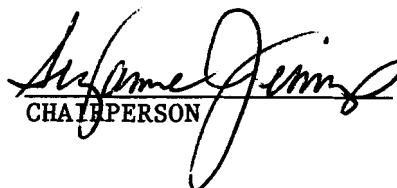
0 Nay

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the Board approves and appropriates the additional sum of \$200,000.00 to the Smyth County Industrial Development Authority for site acquisition. The County Administrator is authorized to draw a check payable to the Smyth County Industrial Development Authority in the amount of \$868,348.13 for site acquisition.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the Board continues its meeting to September 26, 2002 at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves the following warrant listing out of the appropriate fund accounts:

(Total \$533,999.97)


CHAIRPERSON

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Administration Building on Thursday, September 26, 2002, at 7:00 p.m.

PRESENT: All Board Members save Mr. Roberts.

(Note: Mr. Roberts came in at 7:10 p.m.)

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Michael Carter; Duncan McGregor

The Chairperson called the meeting to order.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Smyth County Planning Commission on the following applications to the Zoning Ordinance of Smyth County:

1. Application for a Special Use Permit from Arlen V. Sturgill for light manufacturing use at 311 Chestnut Ridge Road as allowed by Section 3-4/2. The property is identified by tax map number 55A-A-2A and is zoned Commercial.
2. A recommendation from the Smyth County Planning Commission to consider rezoning a recreational development/subdivision known as Saddlebrook Farms, consisting of approximately 320 lots, from Conservation/Recreational and Residential to Agricultural/Rural. Saddlebrook Farms is located adjacent to Camp Road and Hale Lake Road.

3. A recommendation from Smyth County Planning Commission to consider rezoning nineteen lots known as Sandalwood Estate from Residential to Agricultural/Rural. The lots are located on Camp Road and Hale Lake Road.
4. An application for a Special Use Permit from Kyle Roop for an automobile sales establishment at 2480 Highway 107 as allowed by Section 3-2.2 (e). The property is identified by tax map number 41-A-80A and is zoned Agricultural/Rural.

Approximately 50 to 55 citizens were present.

Arlen Sturgill Application

Clegg Williams, Zoning Administrator, stated the Sturgill's had a tenant who wanted to make wood pallets. The use met the definition of Light Manufacturing, 10-40(A).

Connie Sturgill stated that the tenant planned to screen outside storage.

Saddlebrook Farms Rezoning

Clegg Williams, Zoning Administrator, stated a majority of the property owners in Saddlebrook Farms requested that the lots be rezoned from Conservation/Recreation and Residential to Agricultural/Rural. Mr. Williams stated he received three letters in favor of rezoning and one opposed to rezoning. He also received phone calls, including one from Mrs. Wachtel, widow of the developer, who favored the rezoning if the majority of the lot owners wanted it.

Mrs. Diane Grant Thompson, President of Saddlebrook Farms Property Owners Association stated she received cards from 77 percent of the lot owners in favor of

rezoning. Dave Clonch emphasized that the 77 percent meant 77 percent of the total property owners.

Sandalwood Estates Rezoning

Clegg Williams, Zoning Administrator, stated a majority of the property owners in Sandalwood Estates, which adjoins Saddlebrook Farms, had requested that their property be rezoned from Residential to Agricultural/Rural. No one spoke on the rezoning.

Kyle Roop Application for Special Use Permit

Clegg Williams, Zoning Administrator, wanted special use permit to operate an automobile sales establishment at 2480 Highway 107. Mr. Scott Roop spoke on behalf of his father and explained that Kyle Roop had operated a car lot at the site from September 1994 to March 1999. He then closed the car lot and rented the building until May 2001. He wants to sell cars there again. Mr. Roop stated no body shop, paint shop, or vehicle repairs would be done at this location.

The Chairperson declared the public hearing closed and announced no decision would be made on the applications until the October 8, 2002 Board of Supervisors meeting. Chairman Grinstead declared the public hearing closed for the Smyth County Planning Commission.

After a short recess, the Board continued its meeting to the 4th floor, in the Department of Social Services Board Meeting Room.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, the matter of request for a resolution on ambulance service to be purchased by Richard (Dickie) Kegley is continued for further information.

Upon motion of Mr. Perry, seconded by Ms. Neitch, and unanimously carried, the Board approves Change Order #3 to Building Crafts, Inc. to reduce 30 day test to 15 day test on the Hutton Branch Water System Improvements-Contract I-WTP at no cost.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, the Board approves Change Order #4 to Building Crafts, Inc. to increase the size of WTP from 88,000 GPD to 118,000 GPD on the Hutton Branch Water System Improvements-Contract 1-WTP at a cost of \$19,900.00.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves Change Order #4 to Tipton Construction Company for construction along Route 16 conflicts with existing water line installed by the Town of Marion after drawings prepared, relocate line 100 to tie in to existing Smyth County Currin Valley Water System in easement location located east of Route 16 behind houses, work included additional water line, additional gate valves, and removal of materials currently in confluct with existing water existing water line on the Hutton Branch Water Systems Improvements-Contract II-Water Line Construction for a cost of \$21,330.00.

Upon motion of Mr. Perry, seconded by Mr. Roberts, and unanimously carried, the Board amendment #9 to engineering agreement with Dewberry & Davis for additional work in preparing the revised plan and profile drawing for the change in the Hutton Branch Water Improvements Services project.

Upon motion of Mr. Roberts, seconded by Mr. Blevins, and unanimously carried, the Board approves amendment to Adams Heath Engineering Inc. agreement on Thomas Bridge Water Interconnection Project for full time resident construction inspection at a cost not to exceed \$25,600.00.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board approves, contingent upon Rural Development approval, funds for 50 additional water meters in a sum not to exceed \$40,000 on the Hutton Branch Water Improvements project.

Ron Thomas appeared to express his concerns over handling of confidential information with industrial prospects.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the County Administrator drafted the following letter to the Honorable Michael J. Schewel, Secretary of Commerce and Trade:

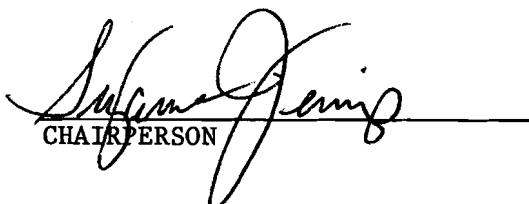
"I am writing to express the serious concerns of the Smyth County Board of Supervisors about the current freeze on state funds. As you know, Smyth and Washington Counties

have worked together to form the Smyth-Washington Regional Industrial Facilities Authority and develop the Glade Highlands Regional Industrial Park. We obtained a \$1,375,000 ISDF grant in 2000 to provide the necessary infrastructure in the park and for a 40 acre building pad.

The Smyth Washington Industrial Facilities Authority (SWIFA) has completed the work on the park in full, and has submitted the final drawdown of funds to the Virginia Department of Housing and Community Development. The Smyth County Board of Supervisors learned yesterday that due to the state budget crisis, those funds are currently frozen and the state cannot provide that payment. This will create a critical financial hardship for SWIFA and both counties, as those monies that are contractually obligated by the state, and that SWIFA has obligated in turn to pay the contractor for construction. The Smyth County Board of Supervisors understands that the Governor must take drastic action to address the budget crisis. We oppose, however, any freeze on obligated funds that have been contractually committed to a project (that is now complete), and in particular an economic development project of the magnitude and importance of the Glade Highlands Regional Industrial Park. As soon as SWIFA can receive payment of these funds, the project can be closed out; and both counties can proceed with more active marketing of the park.”

Vote: 6 Yea

1 Nay (Neitch)


CHAIRPERSON

VIRGINIA: At a regular meeting of the Smyth County Board of Supervisors held
at the County Administration Building on Tuesday, October 8, 2002, at
12:00 Noon.

PRESENT: All Board Members.

STAFF: Michael L. Carter; John H. Tate, Jr; Mary Ann Evans; Duncan McGregor;
and Sally Morgan.

The Chairperson called the meeting to order.

The invocation was led by Rev. Jim Bangle and Pledge of Allegiance by J. S. Staley,
Jr.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the
Board approves September 10, 2002 and September 26, 2002 minutes as presented.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the
matter of participation in the Virginia Public Projects Interim Financing Program offered
by the Industrial Development Authority of Tazewell County, Virginia, is referred to the
Water/Sewer Committee for study and recommendation.

Joan Baldwin, representing the Smyth County Humane Society, appeared during
Citizen's Time, stating she supported Mr. Bill Turman, Animal Control Officer's
suggestion for a sterilization program and requested the Board consider said program.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, said matter is referred to the Animal Control Committee for study and recommendation.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$3,183,000 for the General County for the General County expenditures during the month of October 2002.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board appropriates the sum of \$325,000 for the Department of Social Services expenditures during the month of October 2002.

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and unanimously carried, the Board appropriates the sum of \$3,430,000 for the Smyth County School Board Operation Fund expenditures during the month of October 2002.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$5,000 for the Smyth County School Board textbook Fund expenditures during the month of October 2002.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$500,000 for the Smyth County School Board School Debt and Capital Outlay expenditures during the month of October 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the matter of request from Roy F. Evans, Jr., Commonwealth Attorney, for authority to donate surplus computers to either a local charity or another agency is hereby denied.

Vote: 6 Yea

1 Nay (Roberts)

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following mental health agreement for Smyth County Jail inmates with Mount Rogers Community Services:

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 of July 1, 2002 through June 30, 2003.

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

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

Donnie W. Fullen, Vice Chairman is appointed as Smyth County's representative to cast its vote (s) at the Annual Business Meeting of the Virginia Association of Counties meeting on November 10th – 12th, 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves use of the Courthouse lawn for the following events as requested by Ken Heath, Executive Director, Marion Downtown:

- a. Mountain Dew Days Festival – October 11th – 13th. Use of restroom and electrical service for the weekend, use of the lawn area and parking on Saturday for the "All American Flea Market" and a Revolutionary & Civil War encampment for the 22nd Virginia Cavalry, Company A.
 - b. Lunchtime on the Lawn – October 11th.
 - c. Community Christmas Tree. Decorate one of the large spruce trees with red, white, and blue lights.
-

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors supports the following resolution as drafted by the Mount Rogers Planning District Commission:

WHEREAS, Virginia's economic growth, prosperity, and quality of life are dependent upon the Commonwealth's ability to provide high-quality educational opportunities for its citizens; and

WHEREAS, Virginia voters will have the opportunity to build a better Virginia by approving a \$900 million general obligation bond (GOB) referendum on November 5,

2002, that will pay for urgently needed upgrades, renovations, modernization's, and new construction on Virginia's public college and university campuses, and necessary improvements at state museums, historic sites, and cultural attractions; and

WHEREAS, more than \$159 million in projects are included that will benefit each of the 23 community colleges located on 40 campuses in every corner of the Commonwealth and strengthen their efforts to provide the essential workforce training and retraining required for high-tech, high-paying jobs in the information-age economy of the 21st Century; and

WHEREAS, these projects will provide adequate and modern facilities in which Virginia's citizens can continue to have access to life-changing opportunities to better themselves through quality higher education programs that are affordable and close to home; and

WHEREAS, the projects bring new campuses, new classrooms and labs, modern heating and air conditioning systems, renovated buildings and updated handicapped accessibility to Virginia's community college campuses; and

WHEREAS, every public four-year college, university, and community college in every region of Virginia will benefit from the 122 projects paid for by the education bond referendum; and

WHEREAS, passage of this bond package is projected to generate more than \$1.5 billion in near term economic activity by 2008, and create almost 14,000 new jobs; and

WHEREAS, passage of this referendum will not increase taxes, and will not affect Virginia's coveted AAA bond rating because passage will still leave the Commonwealth with ample capacity to repay debt;

NOW, THEREFORE, BE IT RESOLVED, that the Mount Rogers Planning District Commission doth hereby endorse the \$900 million educational facilities bond issue.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the matter of request to transfer Adelphia franchise, upon recommendation of the County Attorney, is ordered dropped from the agenda.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors that the Smyth County Board of Supervisors adopts the following resolution concerning Cedar/Hall Additional Project:

Virginia RUS Instruction 1780

Exhibit B

Attachment 1

The governing body of the Smyth County Board of Supervisors, consisting of seven (7) members, in a duly called meeting held on the 8th day of October, 2002, at which a quorum was present RESOLVED as follows:

BE IT HEREBY RESOLVED that, in order to facilitate obtaining financial assistance from the United States of America, acting by and through the Rural Utilities Service, an agency of the United States Department of Agriculture, (the Government) in the development of Cedar/Hall project to serve the community, the governing body does hereby adopt and abide by the covenants contained in the agreements, documents, and

forms required by the Government to be executed.

BE IT FURTHER RESOLVED that the County Administrator of the County of Smyth be authorized to execute on behalf of the Smyth County Board of Supervisors the above referenced agreements and to execute such other documents including, but not limited to, debt instruments and security instruments as may be required in obtaining the said financial assistance.

This Resolution, along with a copy of the above referenced documents, is hereby entered into the permanent minutes of the meetings of this Board.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following Loan Resolution concerning Cedar/Hall Addition Project:

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 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 \$1,500,000.00 pursuant to the provisions of the Code of Virginia 1950, 3A, Title 15.2 & Public Finance Act; 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 © of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983 ©).
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.

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 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 thereof as required by 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

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.

Vote: 7 yea

0 Nay

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the matter of Solid Waste Committee recommendation for easements requested by East Tennessee Natural Gas Company is continued and the County Administrator is directed to advertise a public hearing on said matter to be held November 13th, 2002, at 3:00 p.m.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the matter of request for the Board to approve a deed to Virginia Department of Transportation for their Route 622 project is continued and the County Administrator is directed to advertise a public hearing to be held on November 13th, 2002 at 3:00 p.m.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board approves the following Damage Stamp Committee report:

Edmonds (Garden Damage) \$200.00; Nannie Vencille (Garden Damage) \$200.00; Charles Horne (Alfalfa/corn) \$720.00; Rick Hamm (3 sheep) \$300.00; Harry S. Patton (22 acres Alfalfa) \$1,000.00.

Recommend denial of the following claims: Ronald Cumbo (August 25, 1998); Richard Shortt (September 25, 2002).

Continued Board Matters:

1. Matter of collection of delinquent real estate taxes.
2. Request from M. Richard Walker, Commissioner of the Revenue, for a personal property tax refund in the amount of \$2,079.00 to Sunrise International Leasing Corporation.
3. Matter of request from Mecklenburg County Board of Supervisors that the Board adopt a resolution and send said copy to federal legislators on the Pledge of Allegiance.
4. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Matter referred to the Building & Grounds Committee)
5. Strategic Plan for Smyth County Board of Supervisors.
6. Proposals for Courthouse Architect.
7. Matter of Reber & Sherry L. Atkins, III application for a special use permit to add two more apartments to the new apartment building on the corner of Walton Road and Chatham Hill Road. (Planning Commission recommended approval of said special use permit)

Haynes, John H. Tate, Jr., County Attorney, left the room because of a conflict of interest.)

Mr. Tom Bishop presented the following comments to the Board of Supervisors concerning a request for conditional zoning variance for the construction of two additional duplexes at Interstate Campground.

“History. Interstate Campground, located at exit 39, is a multi-use property owned and operated by Charles & Kitty Haynes. Originally strictly a vehicular campground, Mr. Haynes has, over the past 15 years, diversified the uses of the property to include campsites, single room apartments for the elderly, a convenience store, and limited recreational facilities. Today, as Mr. Haynes has redirected the ultimate use of the property to residential applications, the property has 13 duplexes (26 apartments), 2 residential trailer sites, and 14 vehicular campsites. Over 80% of the utilization of the property is geared toward permanent residential housing.

The Problem. In mid July, Mr. Haynes decided to discard the two older housing trailers on the property and build two duplexes, bring his permanent duplex rentals to 30 units. Mr. Haynes approached Bud Owens, the County Building Inspector, and requested a building permit. As is appropriate with the new zoning laws, Mr. Owens directed Mr. Haynes to acquire a zoning permit prior to applying for a building permit. Mr. Haynes then approached Clegg Williams, Zoning Administrator. At that time, Mr. Williams informed Mr. Haynes that the property was zoned commercial and that residential building was not allowed under that code. Mr. Williams offered several scenarios under which Mr. Haynes might be able to construct the duplexes. Mr. Haynes approached the

option that would be the least expensive and time consuming. The Zoning Board, aware of the details behind the request, such as current land utilization, granted the request and made that recommendation to the Board of Supervisors. The Board, however, well aware of the precedent setting recommendation, voted against the request of rescinding commercial zoning status in favor of agricultural status. Subsequently, Mr. Haynes ^{SP} stated construction of the project without having a building permit. This has created friction between Mr. Haynes and the county authorities and after much discussion, has resulted in a cease and desist order stopping the construction of the duplexes. Mr. Haynes has tentatively rented these apartments to workers for Duke Energy on December 1st, and it creates an economic and logistical problem to delay the construction until the spring.

The Solution. Mr. Haynes is aware he should not have started the project without a building permit and apologizes for that action. He reacted to what he felt was an unrealistic decision based on the current utilization demographics of his property. There is currently 26,000 square feet of residential space. At roughly \$60 per sq. foot, the property should appraise at approximately \$1,750,000, including the land. Even though the land is next to Interstate 81, it is unlikely that any other commercial venture could financially afford to purchase the complex and tear it down in order to construct another commercial venture. It is much more likely that the property will remain a residential complex until such time the State of Virginia condemns the property for the widening of Interstate 81. Under that future scenario, it only makes reasonable sense to allow Mr. Haynes to upgrade his property from dilapidated trailers to modern residential duplexes until that time arrives. The current commercial code does not allow for a residential

variance. However, we need to evoke a common sense approach to this problem. When the code was enacted, the Board of Supervisors made it very clear that it was a work in progress and that modifications would have to be made as unforeseen or mitigating circumstances arose. This is such a case. We request the Board of Supervisors grant a conditional variance for Mr. Haynes property and allow the construction to continue while suitable language is incorporated into the commercial code to address the issue of residential rental complexes in commercial areas, especially if the grandfathered utilization ratio is above 50%." The Board of Supervisors took no action.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the Board approves the Planning Commission recommendation that a Special Use Permit as requested by Arlen V. Sturgill be approved for light manufacturing at 311 Chestnut Ridge Road provided the screening is installed.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board approves the Planning Commission recommendation for a recreational development/subdivision known as Saddlebrook Farms rezoning from Conservation/Recreation to Agricultural/Rural.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board approves the Planning Commission recommendation for Sandalwood Estates rezoning from Residential to Agricultural/Rural.

Duncan McGregor, County Engineer gave status reports, on the following projects:

- a. Shannon Gap – Walker Creek well.
- b. Hutton Branch Water Project.

Upon motion of Mr. Blevins that the Board advertise a public hearing to repeal the Smyth County Zoning Ordinance, was seconded by Ms. Neitch, motion failed to carry.

Vote: 2 Yea (Neitch and Blevins)

5 Nay (Roberts, Staley, Jennings, Fullen, Perry)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board approves the following warrant listing from the appropriate fund accounts:

(Total \$732,891.08)


CHAIRPERSON

VIRGINIA: At a special called meeting of the Smyth County Board of Supervisors held at the County Administration Building on Thursday, October 24, 2002, at 7:00 p.m.

PRESENT: All Board Members save Mr. Roberts. (Note: Mr. Roberts came in at 7:30 p.m.) Present from Smyth County Planning Commission: Gene Groseclose; Wayne Venable; Dennis Blevins; Myron DeBord.

STAFF: Edwin B. J. Whitmore, III; Jeff Campbell; Mary Ann Evans.

Pursuant to notice duly published in a local newspaper, Ms. Jennings from the Board of Supervisors and Mr. Groseclose from the Smyth County Planning Commission called the joint public hearing to order to consider the following applications to the Zoning Ordinance of Smyth County.

1. An application for a Special Use Permit from Catherine A. Chandler to install three recreational vehicles at 2079 Park Boulevard (formerly known as Hungry Mother Water Slide) as allowed by Section 3-6.2 (a) – recreational facilities, such as parks, campground, golf courses. The property is identified by tax map number 46-A-14 and is zoned Conservation/Recreation.
2. An application from Ralph Price to rezone 6045 Lee Highway from Commercial to Industrial. The property is identified by tax map number 49-B-TR3.
3. An application for a Special Use Permit from J. W. Cumbow to build two storage buildings at 7493 Lee Highway as allowed by Section 3.4.2 (e). The property is identified by tax map number 38-A-16 and is zoned Commercial.

Approximately eighteen (18) citizens were present.

Comments were as follows:

1. (a) A letter from Catherine A. Chandler, International Marketing Organization, Inc., was read by Mr. Clegg Williams: "Thank you for sending me a copy of the packet that you sent to the Board of Supervisors. Unfortunately, I will not be able to attend the meeting on that night since I am scheduled for Jury Duty that day in Mecklenburg County, North Carolina and will not be able to get there in time. My manager is out of the country at a trade show so he will also not be able to attend the meeting. I would like to take this time though to make some comments that should help with the Board of Supervisors with their decision.

The property is located in a spot where it would not adversely affect any of the neighbors. We are not planning on doing anything to the property near the borders except maybe add some trees or plantings that would enhance rather than detract from the property and provide additional screening. We have already a permit for the septic tank; the water and electric are already there and are connected. In the future we will be requesting a permit for a house to be put on the property. Primarily the recreational vehicles that we wish to install will be used solely for the owners and friends of the corporation as needed for personal use".

(b) John Taminger stated he had concerns on the use of said property as not enough information was provided on the plans of the corporation and whether the use of the recreational vehicles would be for recreational purposes and was

opposed to application for the special use permit. He also noted that he had a right of way on the site to access his property, but a lock had been put on the gate and he could not use the right of way.

- (c) Carl Walton stated he had concerns on the use of said property and was opposed to application for the special use permit.
- (d) Edna Sullins stated the recreational vehicles would be on an elevated area with residential owners below the site so that any sounds coming from the site would resonate down.
- (e) Betty Kirk, and Gary Stoots, also stated they were opposed due to the noise
- (f) Mary Catherine Compton ask if the recreational vehicles would be supervised. She stated that she had given up her Interstate sign because the state may purchase her property, and if they do not purchase the campground she will not be able to replace the Interstate sign if another campground is in the same area, closer to the Interstate, therefore, she was opposed.

2. Ralph Price application to rezone:

- (a) Rev. Nouhad E. Melki, Atkins First Church of God, presented the following letter "We at the Atkins First Church of God have received a letter from the Zoning Department about changing the zoning on the property 6045 Lee Highway, across from us. We at the First Church of God strongly oppose the idea due to many reasons.

Atkins is a small town that is about to loose its identity. This main road is the heart of Atkins. There is less than a mile stretch between the Elementary School

and our Church that does not have an industry in it. This is all that is left of Atkins that we can consider as a town to be proud of. Please don't take it away. As a church, we oppose the idea of having any industry across from us. Once the zoning is changed, there is no telling what might come next across from us. As a church we strive to be part of the community, to help, serve and minister to it. This will only make it harder for us, if not impossible. As a church, we have been striving to reach out to the needs of our community. as of February of this year, our church has given to the families of Smyth County who have lost jobs or are in need well over 325,000 lbs of food, without the help of any other organization nor the county's help. We are in the process of starting leagues for sports.

We are opening our facilities for the community. We are trying to organize a job fair for the community. Many other ministries are in the works. All we ask of you as the Planning Commission and Board of Supervisors is help us help the community. It is our Scriptural duty as a Church to be part of the community and to help in every way we can. Having an industry across from our church will make it so much harder.

We are looking towards the future of Atkins. Our Church has interest in expanding our ministries. Our vision for Atkins is to provide a Day Care Center and a Retirement Facility. It would not be appropriate to do so with an industry across from us. After all, how would you like to retire in a facility right across from a factory or industry?

We are one of the newest and largest non commercial properties in Atkins, if not the newest and largest. Having industry across from us will bring the value of our property down, and will hinder our will to better serve Atkins and the people we minister to.

You can depend on Atkins First Church of God to always be there for the community. To minister to it, and help it in anyway we can. This Church is striving on Building God's Kingdom, and walk in the footsteps of Christ. Please help us to keep our vision in reaching out to our community, our families in need, our children, youth, adults and seniors. We are a community oriented church. Our goal is to minister and serve our community.

- (b) Earl Gillespie requested information on how the Waddell's would use the lot.

Mr. Waddell explained uses would include parking, maintaining the vehicles, garaging them, a private state inspection station, and accounting. Mr. Gillespie expressed a concern that rezoning would open the door to other industrial uses of the lot. He also mentioned that trucks would be leaving the site on Sundays.

- (c) Walter Waddell stated he wanted to build a nice garage/office facility on the lot and hopefully would enhance and not hurt the community.

- (d) Ralph Price said he purchased the property three years ago when it was grown up and undeveloped, other than Virginia House parking some trucks on it. Mr. Price stated there should be no more noise than the manufactured homes moving on and off the dealership across the highway and not louder than the Interstate 81 traffic. Mr. Waddell added that his tractor-trailers are already traveling on Highway 11 in the Atkins Area.

- (e) Brenda Waddell stated Waddell Transfer had been in business for forty years and that the family not only worked in Atkins, they also lived in the area. She stated they would not do anything that would be harmful to the community.

3. J. W. Cumbow Application.

Mr. Cumbow stated he had a mini-storage building across the road. He decided to leave the two new storage buildings open and partition them later if customers preferred a smaller section.

Chairperson Jennings and Vice Chairman Groseclose declared the joint public hearing closed.


CHAIRPERSON

VIRGINIA: At a regular meeting of the Smyth County Board of Supervisors held at the County Office Building on Wednesday, November 13, 2002, at 12:00 Noon.

PRESENT: All members save Mr. Blevins.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Michael Carter, and Duncan McGregor.

The Chairperson called the meeting to order.

The invocation was led by Rev. Buddy Miller and the Pledge of Allegiance by Marvin R. Perry.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves October 8, 2002 and October 24, 2002 minutes as presented.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$950,000.00 for the General County expenditures during November 2002.

Upon motion of Mr. Fullen, seconded by Ms. Neitch, and unanimously carried, the Board appropriates the sum of \$325,000.00 for the Department of Social Services expenditures during November 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board appropriates the sum of \$3,350,000.00 expenditures for the Smyth County School Board Operations Fund during the month of November 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board appropriates the sum of \$2,500.00 expenditures for the Smyth County School Board Textbook Fund during the month of November 2002.

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, the Board appropriates the sum of \$450,000.00 expenditures for the Smyth County School Board Capital Outlay & Debt Service during the month of November 2002.

Tom Taylor, Executive Director, appeared to inform the Board Mount Rogers Planning District Commission had received \$97,500 Federal Share (FEMA); \$32,500 (In-Kind) from Mount Rogers Planning District Commission, and \$25,000 (In-Kind Consultation for hydrology information) from USGS for a Pre-Disaster Hazard Mitigation Project. Mount Rogers would create a region-wide plan to address natural hazards as they affect the 20 jurisdictions in the Mount Rogers Planning District. The project would include natural hazards mapping, risk assessment, cost/benefit analysis of proposed mitigations and recommendations on the most cost-effective mitigations. The idea is to create plans to reduce or eliminate damage from hazards such as floods, earthquakes, high winds and fire. The work will allow localities to meet the requirements of the federal Disaster Mitigation Act of 2000. The plan must be in place before

localities can qualify for help under the Hazard Mitigation Grant Program and Flood Mitigation Assistance Program.

Following discussion, upon motion of Mr. Perry, seconded by Mr. Roberts, and unanimously carried, the Board agrees in concept with the program as outlined aforestated by Mr. Tom Taylor.

Upon motion of Mr. Roberts that the Board agree to transfer the sum of \$14,468 left under the Commonwealth Attorney's capital outlay budget to salaries due to the cut from the state compensation board and that Mr. Evans go to the Towns as outlined in Suggestion C to request funds in the amount of \$3,383 Town of Chilhowie, \$8,604 Town of Marion, \$3,271 Town of Saltville, along with a commitment from Smyth County for \$3,896 for the remainder of fiscal year 2002 – 2003, was seconded by Mr. Perry, motion failed to carry.

VOTE: 3 Yea (Roberts, Neitch, Perry)

3 Nay (Staley, Fullen, Jennings)

The matter of Catherine A. Chandler application for a Special Use Permit was tabled as recommended by the Smyth County Planning Commission until applicant could appear to provide more information.

The Chairperson relinquished her chair to the Vice Chairman, Mr. Donnie Fullen. The Vice Chairman informed the Board on the matter of Ralph Price's application to rezone 6045 Lee Highway from Commercial to Industrial, the Planning Commission

recommended the application be denied. Following discussion, upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the Board approves Ralph Price's request to rezone 6045 Lee Highway from Commercial to Industrial.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board approves the Planning Commission recommendation for approval of a Special Use Permit as requested J. W. Cumbow.

(Note: John H. Tate, Jr., County Attorney left the room due to a conflict of interest before the matter of a violation of the Zoning Ordinance by W-L Construction was brought on for discussion)

Clegg Williams, Zoning Administrator, read a letter dated Wednesday, November 13, 2002, at 10:26 a.m. from James W. Elliott, Jr., Attorney, stating "Due process is taking place, in that the Administrator has issued his finding, and the appeal is in process to the Board of Zoning Appeals." Mr. Elliott stated he could not be present at the meeting scheduled for November 13, 2002 of the Board of Supervisors and felt the matter should not be discussed without the interest of his client being properly presented. "This is particularly so since the matter is on appeal to the proper tribunal. Until that tribunal has ruled, the matter should not be discussed publicly or privately, so as to prejudice the rights of my client before either the Board of Zoning Appeal or the Board of Supervisors."

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the aforestated matter is continued.

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

PETITION TO THE GOVERNOR OF THE COMMONWEALTH OF
VIRGINIA TO DECLARE SMYTH COUNTY A DROUGHT AREA

WHEREAS, widespread areas of Smyth County are experiencing severe drought
conditions, which have caused crop losses and damaged forage crops on which livestock
producers depend, and

WHEREAS, the lack of forages has caused many farmers to feed hay which
would normally be reserved for the winter months, and

WHEREAS, many farmers have seen their springs, streams and wells go dry,
causing a severe hardship to livestock producers who no longer have sufficient water for
their herds, and

WHEREAS, there does not appear to be any relief in the foreseeable future, and

WHEREAS, these conditions have and continue to cause severe financial loss to
the farmers of Smyth County,

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of
Supervisors hereby petitions the Honorable Mark Warner, Governor of the
Commonwealth of Virginia, to declare Smyth County a drought area in order to provide
the means for those affected to qualify for some relief assistance.

Vote: 4 Yea

1 Abstention (Staley)

known as the Doss site, located at Seven Mile Ford, Virginia, for a consideration to the County of \$3,750.00 for both the access road and the temporary easement, as well as the installation of a pipeline.

Tract No. 1: A payment for a temporary access road, construction easement and the right to install a pipeline on property located north of Chilhowie, Virginia known as the landfill property for the sum of \$1,865.00.

Tract No. 3: A conveyance by the County to the Virginia Department of transportation for a small tract of land located on State Route 622 in the Atkins District of Smyth County, Virginia, being a part of the land acquired by Smyth County from Jack B. Billings, et us, by deed of record in Deed Book 577, Page 11 for a consideration of \$1,000.00.

Approximately nine (9) citizens were present.

No one appeared to speak for or against said proposals.

The Chairman declared the public hearing closed.

Upon motion of Mr. Staley, proposals on Tract No. 1 and Tract No. 2 as aforesated, are hereby referred to the Landfill Committee with power to act, seconded by Mr. Perry, and duly carried.

Vote: 5 Yea

2 Absent (Jennings and Blevins)

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the Board

accepts payment in the amount of \$1,000.00 from the Virginia Department of
Transportation for a tract of land located on State Route 622 as follows:

TAX MAP #48-A-85E

DF-5

PREPARED BY VDOT

Revised 09/01

UNDER THE SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL

Exempted from recordation taxes
and fees under Sections 17.1-275 (2),
17.1-238, 17.1-279D, 58.1-3314, 58.1-3315,
42.1-70, 58.1-811 C.4, and 58.1-811 A.3

THIS DEED, made this 13th day of November, 2002, by and between the
BOARD OF SUPERVISORS OF SMYTH COUNTY, VIRGINIA, GRANTOR, AND
THE COMMONWEALTH OF VIRGINIA, acting by and through its Department of
Transportation, Grantee;

WITNESSETH: THAT WHEREAS, by a meeting duly called of the Smyth
County Board of Supervisors, a resolution was duly passed authorizing the conveyance to
the Commonwealth of Virginia, Department of Transportation, of the hereinafter
described real estate; and

WHEREAS, a public hearing on this conveyance was held pursuant to Section
15.2-1800 of the Code of Virginia (1950), as amended;

NOW, THEREFORE, for and in consideration of the sum of \$1,000.00 paid by
the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby
grants and conveys unto the Grantee in fee simple, with special warranty the land located
in Atkins Magisterial District of Smyth County, Virginia, and described as follows:

Parcel 040, being as shown on Sheet 6 of the plans for Route 622, State Highway Project 0622-086-232, C501, and beginning on the Northeast (right) side of the Route 622 Construction Centerline from the lands now or formerly belonging to Jack D. Billings opposite approximate Station 162 + 99 to the lands now or formerly belonging to Jack D. Billings and ending on the Southwest (left) side of said centerline opposite approximate Station 163 + 09 and containing .02 acre, more or less, land, of which 0.01 acre is included in the existing right of way and 0.01 acre, more or less, is additional land. Together with the permanent right and easement to use the additional areas shown s being required for the proper construction and maintenance of cut and/or fill slopes, from approximate Station 162 + 98.5 to approximate Station 163 + 08.5, containing 0.01 acre, more or less. And being a part of the same land acquired by the Grantor from Jack D. Billings, Sr. and Sarah H. Billings, by deed dated September 10, 2001, and recorded in Deed Book 577, Page 11; in the office of the Clerk of the Circuit Court of said County.

For a more particular description of the land herein conveyed, reference is made to photocopy of Sheet No. 6, showing outlined in RED the land conveyed in fee simple, and in GREEN the permanent slope easement which photocopy is hereto attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat Book _____, Page _____. The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to its authorized representative.

The Grantor covenants that it has the right to convey the land to the Grantee, that it has done no act to encumber the same and that it will execute such further assurance of the same as may be requisite.

The Grantor covenants and agrees that the consideration hereinabove mentioned and paid shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the Grantor which may result by reason of the use to which the Grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signature and seal:

BOARD OF SUPERVISORS

SMYTH COUNTY, VIRGINIA

BY: _____

TITLE: _____

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the following recommendation from the County Attorney concerning a personal property tax refund to Ford Motor Company Dept. 231601 Ford Credit Personal

Property Tax P. O. Box 67000 Detroit, Michigan 48267:

Refunds are appropriate for: A. 199 F-150 Ford pick up truck \$81.34; B. 1998 Taurus 4-Door GL \$150.19; C. A second 1998 Taurus 4-Door GL \$150.19 Total \$381.72

A 2001 Taurus SE - \$227.81, a 2001 vehicle - \$278.44 and a 2001 Ford Crew cab \$419.06 for a total of \$925.31 be denied, due to DMV records showing these vehicles were owned January 1, 2002.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board accepts the Budget Committee recommendation to deny the request from Kenneth W. Heath, Executive Director, for the Board to help sponsor the Kaleidoscope Parade set for November 24, 2002 at 3:30 p.m.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board accepts the Budget Committee recommendation to divide Fire Program Funds received in the amount of \$30,779.55 among the seven fire departments in Smyth County.

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board approves donation of surplus equipment from Roy F. Evans, Jr., Commonwealth Attorney's Office, to be used by the Smyth County School Board.

Upon motion of Mr. Roberts, seconded by Mr. Perry, and duly carried, the Board authorizes an additional holiday on Christmas eve (December 24, 2002) as granted by Governor Warner for state employees to all County Employees.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and duly carried, the Board approves the Water/Sewer Committee recommendation to discontinue use of the Shannon Gap/Walker Creek Wells.

The following items were continued:

1. Matter of collection of delinquent real estate taxes.

Transportation Citizen's Participation Committee (James D. Parlier and Ron Thomason)

Community Policy Management Team (1 year term) (Wade H. Blevins, Jr.)

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the Board approves the Budget Committee recommendation for the following equipment to be taken from the line item E911 Surcharge Account:

- | | | |
|----|---|--------------------|
| 1. | PROXRS with GEOXT 512 MB and TerraSync Professional. This is a complete system including Pathfinder Office. Two GPS receivers; one in the GEOXT and one in the PROXRS backpack. PROXRS receiver with real time differential GPS through Beacon and satellite subscription | \$11,495.00 |
| 2. | TerraSync Professional Edition Software Kit. This could be installed on existing Compaq IPAQ for use with the PROXRS receiver | 1,495.00 |
| 3. | Training | 3,000.00 |
| 4. | GPS Pathfinder Systems Vehicle Kit. This includes magnetic antenna mount, quick release adapter set, vehicle power adapter | 295.00 |
| | Total | \$16,285.00 |

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

RESOLUTION AUTHORIZING PARTICIPATION IN THE VIRGINIA PUBLIC PROJECTS INTERIM FINANCING PROGRAM OFFERED BY THE INDUSTRIAL

DEVELOPMENT AUTHORITY OF TAZEWell COUNTY, VIRGINIA, AND
RATIFYING SUBMISSION OF AN APPLICATION IN CONNECTION THEREWITH

WHEREAS, the Board of Supervisors ("Governing Body") of Smyth County (the "Governmental Unit") has determined that it is in the best interests of the Governmental Unit to undertake The Allison's Gap Sewer Improvements (the "Project");

WHEREAS, the Governmental Unit has obtained a commitment from the United States Department of Agriculture, Rural Development ("RD"), to provide financing for the Project in return for which the Governmental Unit expects to authorize the issuance and sale to RD of bonds in the estimated principal amount of \$2,735,500 (the "Permanent Financing");

WHEREAS, the Governmental Unit has applied to the Industrial Development Authority of Tazewell County, Virginia (the "Tazewell Authority"), to obtain interim construction funding for the Project from the Tazewell Authority's Virginia Public Projects Interim Financing Program (the "Program"); and

WHEREAS, the Tazewell Authority has agreed to consider providing such funding by loaning a portion of the net proceeds of its Revenue Notes (Virginia Public Projects Interim Financing Program, Series 2002A, when and if issued, pursuant to the terms of a loan agreement between the Tazewell Authority and the Governmental Unit:

BE IT RESOLVED BY the Board of Supervisors of Smyth County:

1. Participation in Program; Filing of Application. The Governmental Unit hereby expresses its intent to obtain a loan from the Program in the aggregate principal amount of \$2,735,500 to finance the Project in anticipation of the Permanent Financing. The Governmental Unit hereby

ratifies the submission of an application with the Tazewell Authority. The final terms of such loan shall be subject to further approval by the Governing Body.

2. Other Actions. All other actions of officials of the Governmental Unit in Conformity with the purposes and intent of this Resolution and in furtherance of the application are ratified, approved and confirmed.
3. Effective Date. This Resolution shall take effect immediately.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the matter of Reber & Sherry L. Atkins, III application for a special use permit to add two more apartments to the new apartment building on the corner of Walton Road and Chatham Hill Road is continued 90 days from the date first filed starting December 10, 2002.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, Archie Atwell is reappointed a member of the Smyth County Planning Commission for a term of office beginning upon his qualification and expiring 12-31-2006.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, Amy Tuell Williams is appointed a member of the Smyth County Planning Commission for a term of office beginning January 1, 2003, upon her qualification and expiring 12-31-2006.

Upon motion of Ms. Neitch that Earl McClure be reappointed a member of the Smyth County Planning Commission, seconded by Mr. Perry, motion failed to carry.

Vote: 3 Yea (Roberts, Neitch, Perry)

3 Nay (Jennings, Fullen, Staley)

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and duly carried, Wayne Venable is reappointed a member of the Smyth County Planning Commission for a term of office beginning upon his qualification and expiring 12-31-2006.

Upon motion of Mr. Roberts, seconded by Ms. Neitch, and duly carried, Robert O. Cahill is reappointed a member of the Private Industry Council/JTPA for a term of office beginning upon his qualification and expiring January 31, 2005.

Upon motion of Mr. Roberts, seconded by Mr. Perry, and duly carried, Jimmy W. Frye is recommended by the Smyth County Board of Supervisors for reappointment to the Smyth County Circuit Court Judge on the Smyth County Board of Zoning Appeals.

Upon motion of Mr. Roberts, seconded by Mr. Fullen, and duly carried, the Commissioner of the Revenue and County Administrator are appointed to a committee to work with the Mount Rogers Planning District Commission on selection of a firm that will do the appraisal for Smyth County six years from the present time.

Upon motion of Mr. Roberts, seconded by Ms. Neitch, and duly carried, the Board endorses Suggestion C for the Towns to join Smyth County in a proportional share of the shortfall for the Commonwealth Attorney's Office and appropriates \$3,896 for Smyth County's share, contingent upon contributions as follows from the Towns:

Smyth County	\$3,896	
Town of Chilhowie	\$3,383	
Town of Marion	\$8,064	
Town of Saltville	\$3,271	Total \$18,614

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the matter of short fall from state compensation board reimbursement to constitutional officers' budgets is continued to November 21, 2002.

The Chairman declared this meeting continued to November 21, 2002, at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission on zoning issues and other matters as the Board deems appropriate.

Mark Hill, Project Manager, Dewberry & Davis, Inc., informed the Board that Prillaman & Pace, Inc. was the low bidder in the amount of \$1,497,966.00 on the Green Hill/Shuler Hollow Sewer Line Extension Project.

Following discussion, upon motion of Mr. Perry, seconded by Mr. Roberts, and duly carried, the matter of tentatively award of the construction contract to Prillaman &

Pace, Inc. in the amount of \$1,497,966.00 is referred to the Water/Sewer Committee, with power to act.

Shannon Williams, 911 Coordinator, informed the Board the Radio Communication Committee recommends securing frequencies, securing land options for tower locations, and purchasing some extra frequencies for use by public works and the Sheriff's Department at an approximate cost of \$19,800.00.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the Board appropriated a sum up to \$2,000 each for a two year option on securing land options for tower locations, said sum to be applied to the purchase price, and appropriates the sum of \$19,800.00 for purchase of frequencies as recommended by the Radio Communication Committee.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the Board approves the warrant listing as per attached out of the appropriate fund account and a check to Smyth County Health Department for Smyth County employee's share of Wellness Day in the amount of \$1,404.00:

(Total Bills \$478,109.71)

CHAIRPERSON

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Administration Building on Thursday, November 21, at 7:00 p.m.

PRESENT: All Board Members.

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

The Chairperson called the meeting to order.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Smyth County Planning Commission on the following zoning matters:

1. An application for a Special Use Permit from Richard Sauls to construct an automobile service building at 1676 Red Stone Road as permitted by Section 3-2.2 (e) and is zoned Agricultural/Rural.
2. An application from Benny Doane to rezone a lot behind 125 Ponderosa Road from Residential to Agricultural/Rural. The property is identified by tax map number 41-A-16D.
3. An application for a Special Use Permit from Robert M. Battaglia to build an eight unit apartment building across from 2359 Scratch Gravel Road as permitted by Section 3.2,2 (0). The property is identified by tax map number 67-A-132B and is zoned Agricultural/Rural.

4. An application for a Special Use Permit from John R. Shepherd, Sr. to build a retail store at 5138 Sugar Grove Highway as permitted by Section 3.2-2 (c).
The property is identified by tax map number 71-A-2F and is zoned Agricultural/Rural.
5. An application from Walter E. Waddell to amend the text of 3-4.1 of the ordinance to add "(cc) Truck Terminal" as a use Permitted by Right in the Commercial District.

Approximately twenty (20) citizens were present.

Richard Sauls application for a special use permit.

Clegg Williams read letters from Thomas and Tammy Sauls and Robert and Lisa Wolfe in support of Mr. Saul's application.

Sharon Hayden expressed concern about the appearance of the business and signage.

Benny Doane application to rezone a lot from Residential to Agricultural/Rural.

Mr. Doane wants to place a singlewide manufactured home on the lot which is not an allowed use in the Residential District. He added that a singlewide was on the property previously and that he wanted to put a manufactured home there for his daughter. Several other manufactured homes are in the area.

Robert M. Battaglia application for a Special Use Permit.

Mr. Williams did not receive any written or comments on the case. No one else spoke on the matter.

John R. Shepherd, Sr. application for a Special Use Permit

Mr. Shepherd stated he wanted to retire and move to Sugar Grove from Pennsylvania. He planned to supplement his income by selling minor hardware, trim, cabinets, and other

things to upgrade homes. He did not believe the store would cause a traffic problem and did not expect tractor/trailers on site.

Melissa Eller spoke on behalf of her parents, Jimmy and Christine Cooke, whose home is next to the proposed site. They were opposed to the Special Use Permit. They built a nice home not expecting a retail shop in the back yard. Signs for the store would distract and said the business would degrade the values of their property. She also stated there was a drainage problem on the property during heavy rains.

David Hill spoke in opposition to the Shepherd application for the same reasons as the Cooks.

Jesse Choate spoke on behalf of his brother who owns property behind the site. The Choates had sold lots for homes in the area with the understanding that the lots could not be used for businesses and mobile homes and wanted to see the area remain this way. He also spoke about traffic problems and signs.

E. C. Thompson represented the Thompson family and said he would like to see the area remain as it is and did not want to see the land degraded.

Walter E. Waddell application to amend the text of the Ordinance

No one appeared to speak and Mr. Williams did not receive any written or oral comments on this matter.

Chairperson Ms. Jennings declared the public hearing closed and Chairman Mr. Grinstead declared the public hearing closed for the Planning Commission.

Following a short recess the Board continued their meeting on 4th floor in the Department of Social Services Conference Room.

2.2-3711 (a) (4) (7) of the Code of Virginia, as amended.

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

Vote: 7 Yea

0 Nay

Upon motion of Mr. Staley, seconded by Mr. Fullen, 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, §2.2-3712 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

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board awards to the Estate of Edward DeBord the two weeks vacation which would have accrued to Mr. DeBord on October 31, 2002. BE IT RESOLVED that the County Personnel Policy be amended to provide that if an employee covered by the Personnel Policy of the County has died, becomes disabled or incapacitated, or is required, by circumstances not relating to employee misconduct, to leave the employment of the County, and annual vacation leave would have accrued to this employee within fifteen (15) days of the date of their death, disability, incapacity or their leaving the employment of the County, that the employee be qualified to receive the vacation time that would have been due such employee.


CHAIRPERSON

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held
at the County Administration Building on Tuesday, December 10, 2002,
at 12:00 Noon.

PRESENT: All members save Mr. Fullen. (Note: Mr. Fullen arrived at 1:05 p.m.)

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Sally
Morgan; Michael Carter, and Duncan McGregor.

The Chairperson called the meeting to order.

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

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the
Board approves the November 13th, 2002 minutes as presented.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the
Board approves the November 21st. 2002 minutes as presented.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, the
Board is interested in participating in the Dry Well Replacement Program. The Board
requests Mount Rogers Planning District Commission to be the Administrator of said
program. Scott Booth informed the Board that this is a new, temporary set-aside program in
which 2.5 million dollars has been reserved to provide financial assistance to low and

moderate income household who have experienced a complete loss of water whose wells have gone dry due as a result of the drought conditions in 2002.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and unanimously carried, the Board approves and appropriates the sum of \$750,000 for General County Expenses during the month of December 2002.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$325,000 for Department of Social Services expenses during the month of December 2002.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$3,310,000 for Smyth County School Board Operations Fund expenses during the month of December 2002.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$1,000 for Smyth County School Board Textbook Fund expenses during the month of December 2002.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$485,000 for Smyth County School Board School Debt & Capital Outlay expenses during the month of December 2002.

Upon motion of Mr. Roberts, seconded by Mr. Staley, and unanimously carried, the Board approves the transfer of \$7,000 from Line Item 1001 to Line Item 1003 under the Solid Waste Budget for employment of part-time temporary employees, due to two serious illnesses in said department.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves a refund in the amount of \$151.90, as recommended by the County Attorney, to Mr. Stanley D. and Tracy L. Gross 546 East Main Street Marion, VA 24354, due to an error in assessment.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves a refund in the amount of \$129.00, as recommended by the County Attorney, to Mr. Michael S. Lomans P. O. Box 481 Chilhowie, VA 24319, for a real estate tax refund.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following agreement for administrative services on the Konnarock Telemedicine CDBG Project:

AGREEMENT

This Agreement entered into this 10th day of December, 2003, by and between the Mount Rogers Planning District Commission hereinafter referred to as the "PDC" and Smyth County hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974, as amended in 1981, provides for federal grant funds to states to assist local governmental units to deal with local community development related problems; and

WHEREAS, the Board of Supervisors for Smyth County, Virginia hereinafter referred to as the "GRANTEE", is authorized to obtain federal grant assistance made available under the Housing and Community Development Act of 1974, as amended in 1981; and

WHEREAS, the Board of Supervisors of Smyth County, Virginia has been awarded a Department of Housing and Community Development Block Grant, for the Konnarock Medical Clinic Telemedicine Project and the general coordination and principal participants and activities necessary to complete this grant; and

WHEREAS, the PDC is a political subdivision of the Commonwealth of Virginia and is authorized by the Virginia Regional Cooperation Act to assist member local Governmental Units.

NOW, THEREFORE, the PDC and Grantee hereto do mutually agree as follows:

- I. Grant Award. The Grantee agrees to accept assistance funds from the Virginia Department of Housing and Community Development, hereinafter referred to as DHCD, made available under the Housing and Community Development Act of 1974, amended in 1981, in an amount of \$26,500 to be spent for the Purchase, Installation, Training and Programming of telemedicine equipment and the coordination of all project participants and activities directly related to the overall administration of the Konnarock Telemedicine Project.

location of all correspondence within the project files. The PDC will provide and monitor contractual execution between engineers, contractors, and the Grantee.

The PDC will solicit and maintain all bidder lists. The PDC will review and approve all invoices before submission to the Grantee for payment and will prepare the drawdown forms for submittal to DHCD. In addition, the PDC along with the engineer will review and initial all change orders prior to submission to the Grantee for approval.

Reporting – The PDC will prepare all reports required by DHCD in conformance to the Grantee's implementation of the CDBG contract requirements. These will include, but are not limited to, the annual budget reports, the various compliance documents required, and the final performance report which includes a final financial report, a final construction report, a leveraging report, and a final evaluation report. The PDC will also provide periodic project status reports to the Grantee.

Procurement – The PDC will advise and assist the Grantee in adhering to state and/or federal procurement legislation and regulations as necessary.

Advertising – The PDC will prepare and/or review all advertisements and public notices to insure that all DHCD and State requirements are met.

Training Events – The PDC will participate in DHCD training events that are related to the project type as they are offered and recommended by DHCD.

V. Duties and Responsibilities of the Grantee:

The grantee agrees to do the following administrative activities:

Financial record keeping – The Grantee will maintain in its office at the Smyth County Administration Building, an official set of financial records of the expenditures of the CDBG money in this project.

General Record Keeping – The Grantee will file all correspondence only after it has been reviewed by the PDC. All incoming correspondence directly or indirectly related to the project will be opened and read by the Grantee and placed in a mail basket for review by the PDC. The Grantee will promptly notify the PDC of any correspondence that appears to need immediate action.

Other – The Grantee will perform other grant-related duties as directed by the project manager.

Audit – It will be the responsibility of the Grantee to conduct an annual audit of all CDBG funds to be undertaken in conjunction with the Grantee's traditional audit. The County will be reimbursed for the cost of the audit in accordance with DHCD guidelines.

VI. Method of Funding:

The Grantee agrees to pay the PDC cash consideration not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) which would constitute full and complete payment for the PDC's activities as stipulated in Section VI of this agreement. Such sums shall be paid in the following manner, in every case subject to the receipt of the PDC's requisition for payment. Such requisitions shall specify that the PDC has performed the work specified in accordance with the terms and conditions of this agreement, and that the PDC is entitled to receive the amount requisitioned under the terms and conditions of this agreement.

It is expressly understood and agreed by all parties hereto that in no event will the total funding to be paid to the PDC hereunder exceed the maximum sum of \$2,500.00 for the activities stipulated in Section VI. It is further understood that the PDC will request payment for only those costs incurred by the PDC in fulfillment of the work responsibilities outlined herein. If the PDC incurs costs in exceed of the funds stipulated in this section, those costs will be offset by the general operating budget of the PDC.

VII. Amendment:

This contract may be amended from time to time by written authorization of the PDC and the Grantee and shall be subject to renegotiations if such amendment results in a change in the scope of services, compensation, and method of payment.

Witness the following signatures and seals as of the date first above written:

PLANNING DISTRICT COMMISSION

By _____

Thomas G. Taylor, Executive Director

SMYTH COUNTY

By _____

Edwin B. J. Whitmore, III

County Administrator

- (a) It will be to the best interest of the STATE and the UTILITY to have the adjustment of these waterline and sanitary sewer facilities included in the highway contract to be adjusted by the highway contractor.
- (b) The STATE through its highway contractor, will relocate and adjust the UTILITY'S waterline and sanitary sewer facilities in accordance with attached plans and the STATE'S Road and Bridge Specifications; said plans being identified as six (6) one-half size plans sheets numbered 11 (1) through 11 (6) of the STATE'S construction plans for Project: 0622 – 086-232, C501, as attached.

SECTION II

- (a) It has been determined that the project is responsible for bearing 100% of the cost of the waterline and sanitary sewer adjustments indicted in SECTION I (b).
- (b) It has been determine that the UTILITY is responsible for bearing 0% of the cost of the waterline and sanitary sewer adjustment indicated in SECTION I (b). This percentage accounts for betterment of the existing facilities. The UTILITY will reimburse the STATE for these items included in the highway contract. Reimbursement will be based on the unit prices in the highway contract, awarded by the STATE, plus the applicable construction engineering cost.

SECTION III

- (a) The UTILITY agrees that it will relinquish its existing rights of way, which are within the limits of the proposed STATE right of way for this project. The STATE will, upon application by the UTILITY, issue and continue in effect a permit to the UTILITY for the construction, maintenance and operation of the sewer and water facilities indicated in SECTION I (b).

SECTION IV

- (a) The UTILITY will perform certain incidental work in conjunction with the utility work included in the highway contract, such as operation of all valves and will also inspect the utility relocation work with its own forces, reporting through the Transportation Resident Engineer, and upon completion will certify to the STATE that the work included in the highway contract was performed in a satisfactory manner.
- (b) The UTILITY agrees that the existing facilities, which are to be abandoned, will become the property of the STATE'S highway contractor with exceptions as noted in the attached plans. Any salvage value derived therefrom will accrue to the STATE'S highway contractor.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first written.

In the presence of:

SMYTH COUNTY

BY _____

TITLE

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF TRANSPORTATION

BY _____

CHIEF ENGINEER

7. Suggestion for a sterilization program by William A. Turman, Animal Control Officer, and endorsed by the Smyth County Humane Society. (Referred to the Animal Control Committee)
8. APPOINTMENTS/REAPPOINTMENTS –ending 12-31-2002.
SMYTH-BLAND REGIONAL LIBRARY
Connie Sherwood
DISTRICT THREE GOVERNMENTAL COOPERATIVE (1 year)
Donnie Fullen (Alternate)
TRANSPORTATION CITIZEN’S PARTICIPATION
COMMITTEE
James D. Parlier
Ron Thomason
COMMUNITY POLICY MANAGEMENT TEAM (1 year)
Wade H. Blevins, Jr.
9. Complaints of a violation of the Zoning Ordinance by W-L Construction.

The Chairperson handed the gavel over to the Vice Chairman. Upon motion of Mr. Blevins that the Board reconsider the nomination of Earl McClure on the Smyth County Planning Commission, was seconded by Ms. Neitch, and duly carried,

Vote: 4 Yea

3 Nay (Staley, Fullen, Jennings)

The Vice Chairman returned the gavel to the Chairperson. Upon motion of Mr. Blevins, seconded by Ms. Neitch, and duly carried, Earl McClure is reappointed a member of the Smyth County Planning Commission for a term of office beginning upon his qualification and expiring 12-31-2006.

Note: Comments were made by Board Members over their concerns for Mr. McClure being nominated for reappointment during discussion time.

Vote: 4 Yea

3 Yea (Jennings, Staley, Fullen)

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried, Graham Davidson, Sr. is appointed a member of the Smyth County Planning Commission for a term of office beginning upon his qualification and expiring 12-31-2006.

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried, Glenda K. Lowe is reappointed a member of the Chapter 10 Mental Health & Mental Retardation Services Board for a term of office beginning upon her qualification and expiring 12-31-2005.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, Susan L. Snead is appointed a member of the Chapter 10 Mental Health & Mental Retardation Services Board for a term of office beginning upon her qualification and expiring 12-31-2005.

Vote: 4 Yea

3 Nay (Roberts, Blevins, Perry)

Upon motion of Mr. Roberts, seconded by Ms. Neitch, and unanimously carried, Raymond Buchanan is reappointed a member of the Chapter 10 Mental Health & Mental Retardation Services Board for a term of office beginning upon his qualification and expiring 12-31-2005.

Upon motion of Mr. Fullen, seconded by Mr. Roberts, and unanimously carried, Rita Frye is reappointed a member of the Smyth-Bland Regional Library for a term of office beginning upon her qualification and expiring 12-31-2006.

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and unanimously carried, Marvin R. Perry is reappointed a member of the District Three Governmental Cooperative for a term of office beginning upon his qualification and expiring 12-31-2003.

Upon motion of Mr. Perry, seconded by Mr. Staley, 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 2003/2004 to 2008/2009 funds:

YEAR	NEW SURFACE & TREATMENTS	FEDERAL	OTHER	TOTAL
2003 – 2004	\$336,821	-0-	\$1,096,673	\$1,533,494

and further approves the first year of plan titled Details of the Smyth County, Virginia Secondary Construction Budget for July 1, 2003 through June 30, 2004.

Benny Doane application to rezone Lot 41-A-16D, behind 125 Ponderosa Road was tabled by the Chairperson as recommended by the Smyth County Planning Commission until the December 19, 2002 continued Board Meeting.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board approves the recommendation of the Smyth County Planning Commission to approve Robert M. Battaglia application for a Special Use Permit to build an eight unit apartment building across from 2359 Scratch Gravel Road, Lot 67-A-132B.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board approves the recommendation of the Smyth County Planning Commission to deny John R. Shepherd, Sr. application for a Special Use Permit to build a retail store at 5138 Sugar Grove Highway, Lot 71-A-2F.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board denies the recommendation of the Smyth County Planning Commission on Walter E. Waddell application to amend the Text of 3-4.1 of the Zoning Ordinance to add "(cc) Truck Terminal" as a Use Permitted by Right in a Commercial District, and said matter is sent back to the Smyth County Planning Commission for further consideration.

Upon motion of Ms. Neitch, seconded by Mr. Fullen, and unanimously carried, the Board approves the recommendation of the Richard Saul's application for a Special Use Permit to construct an automobile service building at 1676 Red Stone Road.

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board deferred the matter of Catherine Chandler Application for a Special Use Permit to install three recreational vehicles at 2079 Park Boulevard, Lot 46-A-14 for further consideration.

Citizens from the Pleasant Heights area of Saltville appeared to request when they could expect their water lines to be replaced. Nellie G. Olinger and approximately six other citizens were present. Following discussion, upon motion of Mr. Roberts that the Board transfer \$20,000 from Line Item 1001 Salaries into Line Item 3002 Professional Services from the County Engineer Budget for fiscal year 2002-2003 to help obtain services from other professional engineering companies to help get some of the water/sewer engineering work on other projects started.

Upon motion of Mr. Perry that the Board allocate a sum not to exceed \$2,000 for part-time help in the Treasurer's Office for at least 30 days to help open mail, was seconded by Ms. Neitch, motion failed to carry.

Vote: 3 Yea (Neitch, Perry, Blevins)

4 Nay (Roberts, Staley, Jennings, Fullen)

Tom Burkett, Treasurer, appeared to request the Board allow transfers from other line items in the Treasurers Office Budget for fiscal 2002 – 2003 be made in the amount of \$4960.32 due to short-fall in state reimbursement for salaries in his office employees. Following discussion, upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves the transfer of \$1,500 from Line Item 3006 Printing & Binding to Line Item 1001 Salaries & Wages; \$460.32 from Line Item 5504 Travel (Convention & Education) to Line Item 1001 Salaries & Wages; \$3,000 from Line Item 5401 Office Supplies to Line Item 1001 Salaries & Wages in the Treasurers Budget for the short-fall due to state cuts.

A committee of J. S. Staley, Susie Jennings, and the County Administrator, are to meet with Town of Marion representatives to discuss the current water purchases agreement.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board accepts the Animal Damage Committee recommendation to deny the claim for four (4) gates destroyed by dogs on a claim dated September 25, 2001 for Mr. Doug Blevins 730 Squire Lane Marion, VA 24354.

The Building & Grounds Committee stated twelve (12) proposals were received for engineering services on the Smyth County Courthouse project.

Following discussion, upon motion of Mr. Staley that the three top firms Moseley Architects 601 Southlake Boulevard Richmond, VA, BCWH Architecture 207 West Broad

Street Richmond, VA 23220, and Wiley & Wilson 2310 Langhorn Road Lynchburg, "VA 24501 be extended an invitation to be interviewed for Phase I, was seconded by Mr. Fullen, motion failed to carry.

Vote: 3 Yea (Staley, Fullen, Jennings)

4 Nay (Roberts, Neitch, Blevins, Perry)

Upon motion of Mr. Perry that the top three architectural firms plus three local companies Cameron L. Wolfe, Jr. 1216 North Main Street Marion, VA 24354; Spectrum Design, P. C. P. O. Box 1800 Marion, VA 24354, and Dewberry & Davis, Inc. 626 South Main Street Marion, VA 24354 be extended an invitation to be interviewed for Phase I, was seconded by Ms. Neitch, motion failed to carry.

Vote: 3 Yea (Perry, Blevins, Neitch)

4 Nay (Roberts, Staley, Fullen, Jennings)

Upon motion of Mr. Roberts that the motion to extend an invitation to be interviewed to six (6) firms for Phase I of the Smyth County Courthouse project, was seconded by Ms. Neitch, and duly carried.

Vote: 5 Yea

2 Nay (Fullen, Jennings)

Upon motion of Mr. Perry, seconded by Ms. Neitch, and duly carried, the Board extends an invitation to the following firms – Moseley Architects, BCWH, Wiley & Wilson,

Cameron L. Wolfe, Jr.; Spectrum Design, P. C., and Dewberry & Davis, Inc for an interview on Phase I of the Smyth County Courthouse Project.

Vote: 4 Yea

3 Nay (Fullen, Staley, Jennings)

Note: John H. Tate, Jr., County Attorney, left the room prior to entrance by the Board into executive session because of a conflict of interest.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board agreed to enter into executive session to discuss a matter as outlined in §2.2-3711 (a) (3) as outlined in the Code of Virginia, as amended, on acquisition of real property for a public purpose.

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

Vote: 7 Yea

0 Nay

Upon motion of Mr. Perry, seconded by Mr. Fullen, 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, §2.2-3712 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;

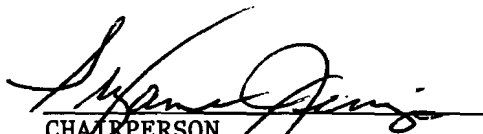
NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification 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

The Chairperson declared this meeting continued to December 19, 2002 at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission and other items as the Board may deem appropriate.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board approves the following warrant listing in the sum of \$338,015.14 from the appropriate fund accounts.


CHAIRPERSON

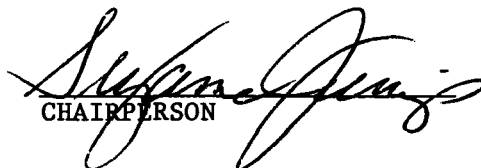
identified by tax map number 30-A-138. He referred to Section 10-12 which defines a campground. Adjoining property owners were notified of the hearing by first class mail.

Mr. Wright stated that he wanted the camper as a recreational place for relatives to hunt and ride horses. He said he did not intend to rent the camper. No one else appeared to speak on this application.

Marvin Perry ask if the site was on a public road.

The public hearing was closed by Vice Chairman Fullen for the Board of Supervisors and Chairman Grinstead declared the public hearing closed for the Planning Commission.

Upon motion of Mr. Roberts, seconded by Mr. Blevins, and duly carried, the Board approved payment in the amount of \$1,124.00 for flood insurance premium.


CHAIRPERSON