

VIRGINIA: At the organizational meeting of the Smyth County Board of Supervisors
held at the County Administration Building on Tuesday, January 14, 2003.

PRESENT: All Board Members save Ms. Jennings and Mr. Perry.

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

Sally Morgan and Duncan McGregor.

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

Rev. Neville Mozingo 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. Blevins, seconded by Ms. Neitch, Michael D. Roberts was
nominated.

Upon motion of Mr. Staley, no second was received, Donnie W. Fullen was nominated.

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and duly carried, that the nominations cease.

Vote was taken on Michael D. Roberts nomination: 3 Yea

2 Nay (Staley and Fullen)

2 Absent (Jennings and

Perry)

Michael D. Roberts is elected Chairman of the Smyth County Board of Supervisors for calendar year 2003.

Temporary Chairman turned the meeting over to the Chairman.

Chairman accepted nominations for Vice Chairman.

Upon motion of Mr. Blevins, no second was received, Darlene Neitch was nominated for Vice Chairperson.

Upon motion of Mr. Staley, no seconded was received, Donnie W. Fullen was nominated for Vice Chairman.

Mr. Blevins called for the question.

Vote was taken on Darlene Neitch: 3 Yea

1 Nay (Staley)

1 Abstain (Fullen)

2 Absent (Jennings and Perry)

Darlene Neitch is elected Vice Chairperson of the Smyth County Board of Supervisors for calendar year 2003.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Rules of Procedures will continue for operation of said Board with possible changes.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, Edwin B. J. Whitmore III is appointed Clerk of the Smyth County Board of Supervisors for calendar year 2003.

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and duly carried, Michael L. Carter is appointed Assistant Clerk of the Smyth County Board of Supervisors for calendar year 2003.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board sets its meeting on the second Tuesday of each month at twelve noon, except the following months – August 13th, 2003 because of Local Governments Conference meeting on August 10th – 12th, 2003, and November 12th, 2003 because of Virginia Association of Counties meeting on November 9th – 11th, 2003.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the minutes of the December 10th and December 19th, 2002 meeting as presented.

During citizens time Jack Barbrow appeared representing the Saltville Volunteer Fire Department to request the Board assist said Department with a donation to match a grant for a pumper truck. Total cost of said grant is \$290,000. Mr. Barbrow stated one-half of the calls said department answers is in the Town and one-half in the Counties of Smyth and Washington. Said department had requested donations from the Town of Saltville and Washington County.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, said matter is hereby referred to the Budget Committee for consideration during fiscal 2003 – 2004 budget preparation.

John Taminger appeared during citizens time to request the Board have the engineering work done prior to the Virginia Department of Transportation paving said road through the East Hungry Mother Drive Water Project.

Robin Niehoff appeared to request a status report on the Groseclose Water Project.

Duncan McGregor, County Engineer, stated said project was being processed along with several other projects at the present time.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the Board approves and appropriates the sum of \$950,000 for General County expenditures during the month of January 2003.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$325,000 for Department of Social Services expenditures during the month of January 2003.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$3,200,000 for the Smyth County School Board Operations during the month of January 2003.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and duly carried, the Board approves and appropriates the sum of \$500 for the Smyth County School Board Textbook fund during the month of January 2003.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$700,000 for the Smyth County School Board School Debt and Capital Outlay fund during the month of January 2003.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$3,840.00 to Robert E. Gillespie for an On-site Sewer loan; legal fees in the amount of \$125.00 and recording cost in the amount of \$19.00 payable to J. L. Warren, Clerk. Total \$3,984.00.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the County Administrator is authorized to pay bills in an amount not to exceed \$5,000.00 between Board meetings.

Vote: 4 Yea

1 Abstain (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the County Attorney is authorized to represent the Commissioner of Revenue on six civil cases pertaining to summons by East Tennessee Natural Gas Company on acquisition of land from county residents.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the County Attorney recommendation for the Treasurer of Smyth County to write off \$381.77 as uncollectible in the Birdie D. Terry, et als on the delinquent tax matter.

Vote: 4 Yea

1 Abstain (Staley)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the County Attorney recommendation that a check in the amount of \$199.56 payable to J. L. Warren, Clerk be written for the A. J. Bobbitt delinquent tax matter.

Vote: 4 Yea

1 Abstain (Staley)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the County Attorney recommendation that a check in the amount of \$99.56 payable to J. L. Warren, Clerk be written in the William K. McCallister delinquent tax matter.

Vote: 4 Yea

1 Abstain (Staley)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Staley, and duly carried, the Board approves the following Lease Agreement with Anne Anderson Surface and T. Edward Surface and approves payment in the amount of \$1,200.00 for the first year:

LEASE

This Lease made this the 14th day of January, 2003, by and between Anne Anderson Surface and T. Edward Surface, her husband, Route 1, Smyth County, Virginia, hereinafter referred to as Lessor, and the Smyth County Virginia Board of Supervisors, a Body Politic, 121 Bagley Circle, Suite 100, Marion, Virginia 24354, herein referred to as Lessee.

WITNESSETH

The parties hereto intend to be legally bound by this lease and in consideration of the promises and covenants herein the parties agree as follows:

1. Leasing: Lessor hereby leases unto the Lessee and Lessee hereby agrees to lease from the Lessor the premises described as a portion of the property acquired by the Lessor by deed of Dolly R. Repass dated August 6, 1981 and recorded in the Clerk's Office of the Circuit Court of Smyth County, Virginia, in Deed Book 325, Page 307, and being a portion of Tract 1 and a portion of Tract 2 of the said deed. The property is on State Route 16 and is shown on a plat dated December 9, 1991, prepared by

Kenneth M. Sells and attached to this lease as Exhibit A. The Exhibit has been initialed by both parties.

2. Term: The term of this lease shall be for an extended term of ten (10)

years beginning on January 1, 2003, and ending at midnight on December 31, 2012. In addition the Lessee shall have the right to renew this lease for two (2) successive five year terms beginning immediately upon the termination of this lease. If the Lessee should desire to extend the term of this lease, it shall give unto Lessor at least a ninety (90) day written notice prior to the end of the term of this lease. Upon each subsequent renewal the rental payment mentioned herein shall be negotiated in good faith between the parties.

3. Rent: The Lessee agrees to pay unto the Lessor the sum of One Thousand Two Hundred Dollars (\$1,200.00) annually for the lease of these premises, the receipt of which first years' payment is acknowledged by the Lessor upon the execution of this lease in the amount of One Thousand Two Hundred Dollars (\$1,200.00). The Lessee agrees to pay annual installments of rent each in the amount of One Thousand Two Hundred Dollars (\$1,200.00)

on or before January 1, of each successive year during the term hereof. In the event that this lease is extended by the option of the Lessee, rent shall

continue to be paid annually on the same schedule. All rental payments shall be paid to Anne Anderson Surface, Route 1, Sugar Grove, Virginia 24375.

4. Utilities: Lessor shall make available any necessary right of ways in order for the Lessee to secure utilities to the premises. The Lessee shall be fully responsible for the payment of any and all utility bills including water, electric, heat, gas or lights during the terms of this lease or and continuance thereof.

5. Maintenance: The Lessee agrees that it will keep and maintain the premises in good condition during the term of this lease or any extension. The Lessee shall be permitted to construct any buildings or structures on the premises and, at the termination of this lease, Lessee shall be permitted a reasonable time to remove any such buildings or structures at Lessee's option. Any equipment, machinery or scales, etc. in and about the use of the premises for a convenience station may also be removed by the Lessee at the termination of this lease. In the event the Lessee determines to use a moveable building on the premises this moveable building may also be removed at the end of the lease.

6. Insurance: Lessee agrees to carry liability insurance on the premises and to name the Lessor as an additional insured thereon. The amount of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) single limit coverage.

7. Alternations and Improvements:

A. It is agreed that Lessee may make such alterations or improvements upon the grounds as it deems proper for it's purposes. In any such improvements the Lessee shall reseed areas not paved or graveled for use by the Lessee, and shall keep the property in a neat and tidy condition during the term of this lease, considering the use to which the same is being put for a convenience station for the public use of Smyth County, Virginia.

B. The Lessor further agrees that the Lessee may grade the adjacent premises, not covered by this lease, in order to improve the sight distance to the premises leased hereunder. Such grading shall be done only to provide adequate sight distance. In the event that the Lessee grades such premises he may grade or remove rock and soil, trees, brush and undergrowth there from. At the conclusion of such grading or removal, the Lessee shall seed and re-seed the extra premises until an adequate stand of grass is available. In the event that this area should again grow up so that it blocks the sight distance, then the Lessee may mow or trim the same.

8. Condemnation: If the leased premises shall be taken or condemned by any competent authority, or conveyed to such authority in view of a threatened or eminent condemnation, this lease shall thereupon be terminated as of the date of such taking or conveyance, and adjustment of

rental to such date; provided, however, if only a part of the leased premises should be taken or condemned or conveyed and the same does not destroy the practical use of the premises by Lessee for its purposes, then Lessee shall have the option of continuing to lease the remainder of the premises with an equitable abatement of rent.

9. Default: Lessee shall be in default in the event that rental payments hereunder have not been made within fifteen (15) days of the due date, or if there is any failure by Lessee to perform its obligations hereunder, or any breach of them, and the Lessor gives written notice thereof to the Lessee and the Lessee does not immediately (within thirty (30) days) cure such default, or begin to cure such default and proceed promptly until the same has been cured.

10. Taxes: Lessor shall pay the real estate due and payable on the real property leased. Lessee shall be responsible for the payment of any assessment for improvements upon the premises. The Lessee is a tax exempt body and no taxes should accrue on account of its use hereof. In the event that such taxes are assessed the Lessee shall either pay or provide for the release of such taxes. It is agreed between the parties hereto that the Lessee may record a short form memorandum of this lease, and the Lessor agrees to execute the same for recording. Any such recording shall be at the cost of the Lessee.

11. Binding Effect: The provisions of this lease shall apply to, bind and insure to the benefit of the parties, their successors, legal representatives and assigns, and any conveyance of the property herein the Lessor agrees that he will specifically make such conveyance subject to the terms and conditions of this lease.

12. Notices: It is agreed between the parties hereto that any notices herein shall be deemed to have been given if mailed in an envelope certified or registered mail, return receipt requested to the following addresses:

If to the Lessor: Anne Anderson Surface

745 Quarter Branch Road

Sugar Grove, Virginia 24375

If to the Lessee: Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, Virginia 24354

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ANNE ANDERSON SURFACE

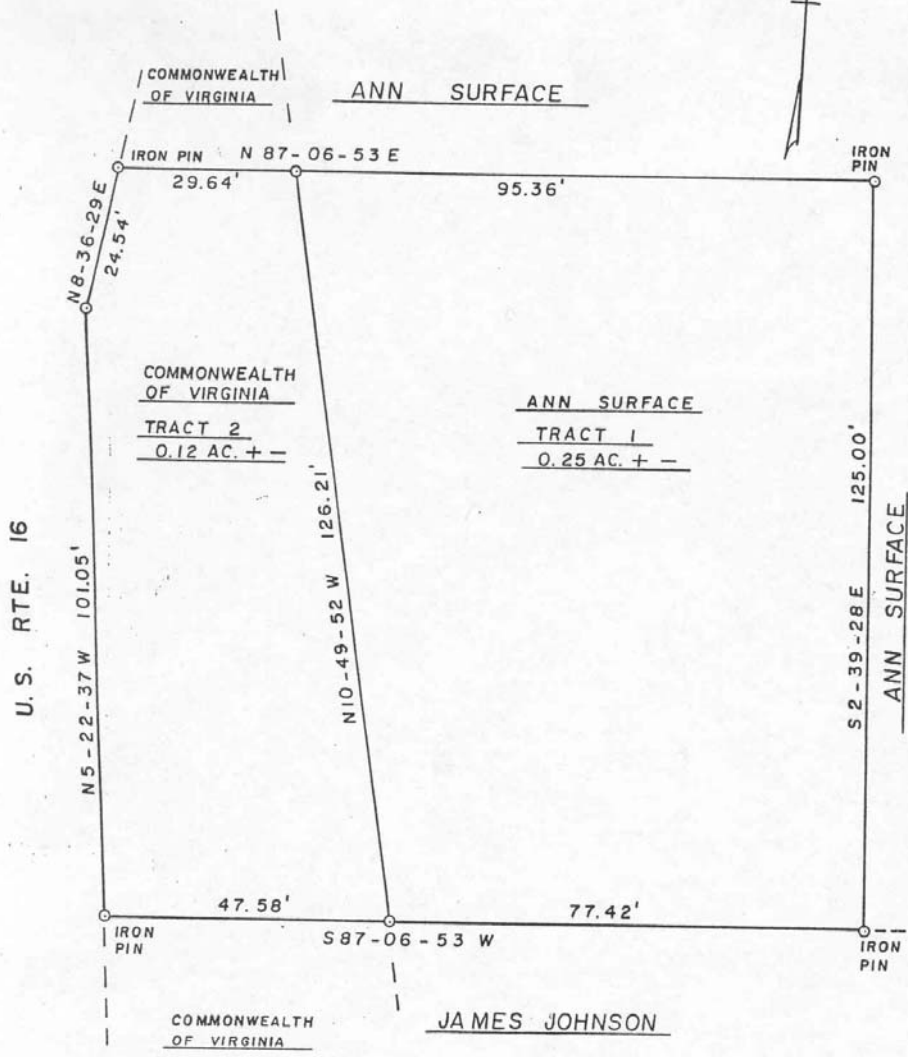
T. EDWARD SURFACE

SMYTH COUNTY, VIRGINIA BOARD OF SUPERVISORS

BY: _____

CHAIRPERSON

Exhibit A



NOTE:
 THIS TRACT SUBJECT TO ANY EXISTING
 EASEMENTS, RIGHT OF WAYS AND
 RESTRICTIONS.
 NO TITLE REPORT FURNISHED

SMYTH COUNTY
 LOCATED IN THE RYE VALLEY MAG. DIST.
 SMYTH COUNTY, VIRGINIA
 SURVEYED BY KENNETH M. SELLS
 CERTIFIED LAND SURVEYOR
 DATE 12-9-91
 SCALE 1" = 20'

Vote: 4 Yea

1 Nay (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Staley, and duly carried, the Board approves the following Lease Agreement with S. H. Fleenor and Kevin Fleenor and approves payment in the amount of \$1,200.00 for the first year:

LEASE

This Lease made this the 14th day of January, 2003, by and between S. H. Fleenor and Kevin Fleenor, her husband, Route 2, Glade Spring, Virginia, 24354, hereinafter referred to as Lessor, and the Board of Supervisors of Smyth County, Virginia, a Body Politic, 121 Bagley Circle, Suite 100, Marion, Virginia, 24354, hereinafter referred to as Lessee.

WITNESSETH

The parties hereto intend to be legally bound by this lease and in consideration of the promises and covenants herein the parties agree as follows:

1. Leasing: Lessor hereby leases unto the Lessee and Lessee hereby agrees

to lease from the Lessor the premises described as a portion of the property
acquired

by the Lessor from George E. Murray by deed dated February 8, 1991, and
recorded

in the Clerk's Office of the Circuit Court of Smyth County, Virginia, in Deed
Book

416, Page 405. The property is on Virginia Secondary Route 610, and is shown
on

a plat dated August 28, 1991, prepared by Kenneth M. Sells, and attached to this
lease

as Exhibit A. The exhibit has been initialed by both parties.

2. Term: The term of this lease shall be for an extended term of ten (10)
years

beginning on September 1, 2002, and ending at midnight on August 31, 2011. In
addition the Lessee shall have the right to renew this lease for two (2) successive
five

year terms beginning immediately upon the termination of this lease. If the
Lessee

should desire to extend the term of this lease, it shall give unto Lessor at least ninety

(90) days written notice prior to the end of the terms of this lease. Upon each subsequent renewal the rental payment mentioned herein shall be negotiated in good faith between the parties.

3. Rent: The Lessee agrees to pay unto the Lessor the sum of One Thousand

Two Hundred Dollars (\$1,200.00) annually for the lease of these premises, the receipt of which first years' payment is acknowledged by the Lessor upon the execution of this lease in the amount of One Thousand Two Hundred Dollars (\$1,200.00). The Lessee agrees to pay annual installments of rent each in the amount of One Thousand Two Hundred Dollars (\$1,200.00) on or before September

1, of each successive year during the term hereof. In the event of that this lease is extended by the option of the Lessee, rent shall continue to be paid annually on the

same schedule. All rental payments shall be paid to R. E. Harris, Trustee, P. O.
Box

37, Glade Spring, Virginia, 24340.

4. Utilities: Lessor shall make available any necessary rights of ways
in order for the Lessee to secure utilities to the premises. The Lessee shall be
fully responsible for the payment of any and all utility bills including water,
electric,

heat, gas or lights during the term of this lease or and continuance thereof.

5. Maintenance: The Lessee agrees that it will keep and maintain the
premises in good condition during the term of this lease or any extension. The
Lessee shall be permitted to construct any buildings or structures on the premises
and,

at the termination of this lease, Lessee shall be permitted a reasonable time to
remove

any such buildings or structures at Lessee's option. Any equipment, machinery or
scales, etc., in and about the use of the premises for a convenience station may
also

be removed by the Lessee at the termination of this lease. In the event the Lessee determines to use a moveable building on the premises this moveable building may also be removed at the end of the lease.

6. Insurance: Lessee agrees to carry liability insurance on the premises and to name the Lessor as an additional insured thereon. The amount of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) single limit coverage.

7. Alterations and Improvements:

A. It is agreed that Lessee may make such alterations or improvements

upon the grounds as it deems proper for it's purposes. In any such improvements the Lessee shall reseed areas not paved or graveled for use by the Lessee, and shall keep the property in a neat and tidy condition during the term of this lease, considering the use to which the same is being put for convenience station for the public use of Smyth County, Virginia.

B. The Lessor further agrees that the Lessee may grade the adjacent premises, not covered by this lease, in order to improve the sight distance to the premises leased hereunder. Such grading shall be

done only to provide adequate sight distance. In the event that the Lessee grades such premises it may grade or remove rock and soil, trees, brush and undergrowth there from. At the conclusion of such grading or removal, the Lessee shall seed and reseed the extra premises until an adequate stand of grass is available. In the event that this area should again grow up so that it blocks the sight distance, then the Lessee may mow or trim the same.

8. Condemnation: If the leased premises shall be taken or condemned by any competent authority, or conveyed to such authority in view of a threatened or eminent condemnation, this lease shall thereupon be terminated as of the date of such taking or conveyance, and adjustment of rental to such date; provided, however, if only a part of the leased premises should be taken or condemned or conveyed and the same does not destroy the practical use of the premises by Lessee for its purposes, then Lessee shall have the option of continuing to lease the remainder of the premises with an equitable abatement of rent.

9. Default: Lessee shall be in default in the event that rental payments hereunder have not been made within fifteen (15) days of the due date, or if there is any failure by Lessee to perform its obligations hereunder, or any breach of them, and the Lessor gives written notice thereof to the Lessee and the Lessee does not immediately (within thirty (30) days) cure

such default, or begin to cure such default and proceed promptly until the same has been cured.

10. Taxes: Lessor shall pay the real estate due and payable on the

real property leased. Lessee shall be responsible for the payment of any assessment for improvements upon the premises. The Lessee is a tax exempt body and no taxes should accrue on account of its use hereof. In the event that such taxes are assessed the Lessee shall either pay or provide for the release of such taxes. It is agreed between the parties hereto that the Lessee may record this lease or a short form memorandum of this lease, and the Lessor agrees to execute the same for recording. Any such recording shall be at the cost of the Lessee.

11. Binding Effect: The provisions of this lease shall apply to, bind and inure to the benefit of the parties, their successors, legal representatives and assigns, and any conveyance of the property herein the Lessor agrees that he will specifically make such conveyance subject to the terms and conditions of this lease.

12. Notices: It is agreed between the parties hereto that any notices herein shall be deemed to have been given if mailed in an envelope certified or registered mail, return receipt requested to the following addresses:

If to the Lessor:

R. E. Harris, Trustee

P. O. Box 37

Glade Spring, Virginia 24340

If to the Lessee:

Smyth County Board of Supervisors

121 Bagley Circle Suite 100

Marion, Virginia 24354

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

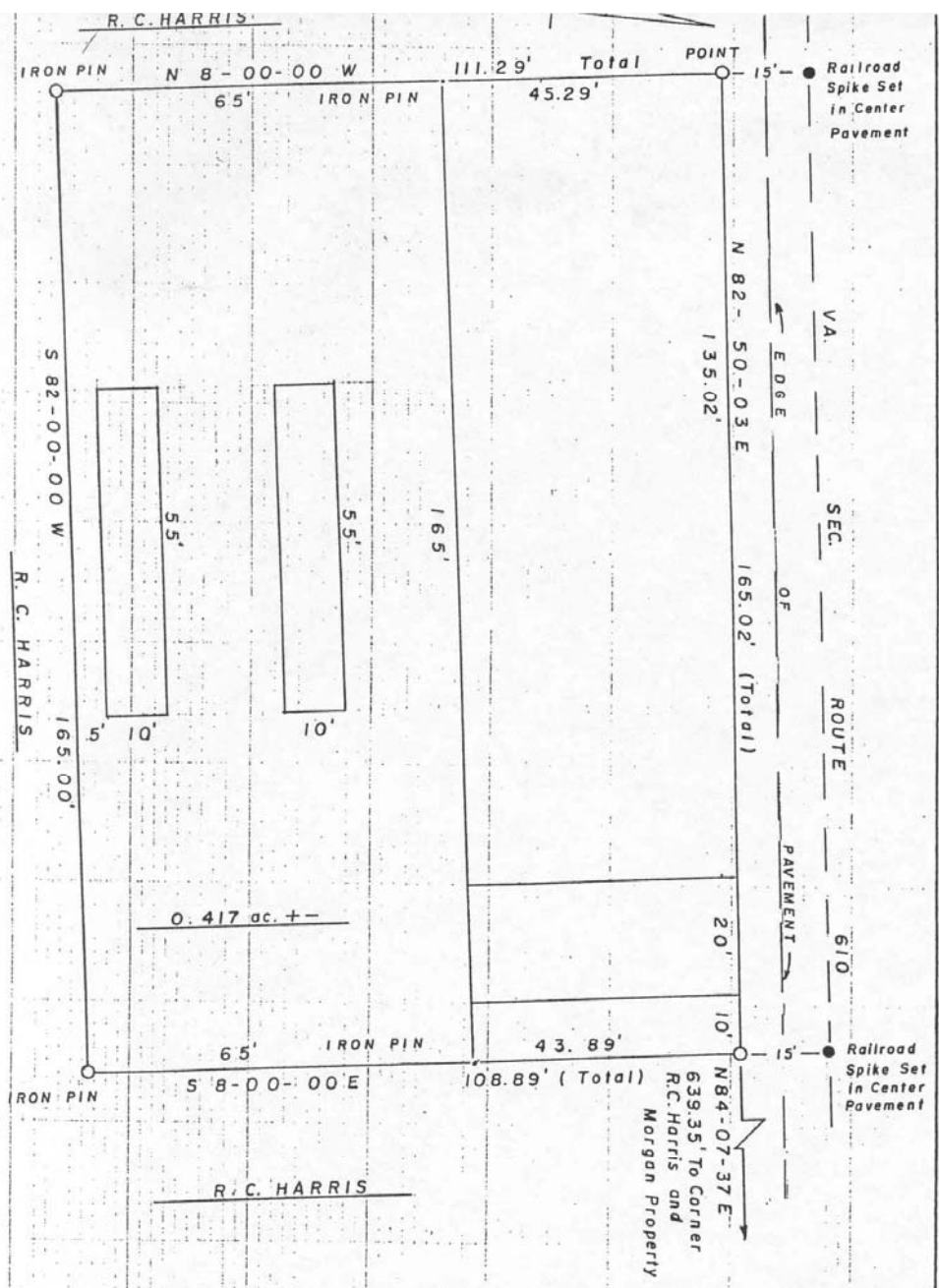
S. H. FLEENOR

KEVIN FLEENOR

SMYTH COUNTY, VIRGINIA BOARD OF SUPERVISOR

BY: _____

Chairperson



SMYTH COUNTY PUBLIC SERVICE
AUTHORITY

LOCATED IN THE NORTH FORK MAG.
 DIST. SMYTH COUNTY, VIRGINIA
 SURVEYED BY KENNETH M. SELLS
 CERTIFIED LAND SURVEYOR
 DATE 8-28-91
 SCALE 1" = 20'

NOTE:
 THIS TRACT SUBJECT TO ANY EXISTING
 EASEMENTS, RIGHT OF WAYS AND
 RESTRICTIONS.
 NO TITLE REPORT FURNISHED

Exhibit A

Vote: 4 Yea

1 Nay (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Staley, and duly carried, the Board approves the following Lease Agreement with Laura Copenhaver Industries, Inc. and approves payment in the amount of \$1,200.00 for the first year.:

LEASE

This Lease made this the 14th day of January, 2003, by and between Laura Copenhaver Industries, Inc., a Virginia Corporation, of Smyth County, Virginia, hereinafter referred to as “Lessor”, and the Board of Supervisors of Smyth County, Virginia, a Body Politic, 121 Bagley Circle, Suite 100, Marion, Virginia, 24354, hereinafter referred to as “Lessee”.

WITNESSETH

The parties hereto intend to be legally bound by this lease and in consideration of the promises and covenants herein the parties agree as follows:

1. Leasing: Lessor hereby leases unto the Lessee and Lessee hereby agrees

to lease from the Lessor the premises described as a tract of land, just north of and adjacent to the intersection of State Routes 617 and 665, just north of the Town of Marion, Smyth County, Virginia. The property is shown on a plat dated August 5, 1992, prepared by Kenneth M. Sells and attached to this lease as Exhibit A.

2. Term: The term of this lease shall be for ten (10) years beginning on September 1, 2002 and ending at midnight on August 31, 2012. In addition the Lessee shall have the right to renew this lease for two (2) successive five year terms beginning immediately upon the termination of this lease. If the Lessee should desire to extend the term of this lease, it shall give unto Lessor at least ninety (90) days written notice prior to the end of the terms of this lease. Upon each subsequent renewal the rental payment mentioned herein shall be negotiated in good faith between the parties.

3. Rent: The Lessee agrees to pay unto the Lessor the sum of One Thousand

Two Hundred Dollars (\$1,200.00) annually for the lease of these premises, the receipt of which said first year's end is acknowledged by the Lessor upon the execution of this lease. The Lessee agrees to pay annual installments of rent each in the amount of One Thousand Two Hundred Dollars (\$1,200.00) upon the execution of this lease and in each successive year during the term hereof. In the

event that this lease is extended by the option of the Lessee, rent shall continue to be paid annually on the same schedule. All rental payments shall be paid to Laura Copenhaver Industries at P. O. Box 149, Marion, Virginia 24354.

4. Utilities: Lessor shall make available any necessary right of ways in order for the Lessee to secure utilities to the premises. The Lessee shall be fully responsible for the payment of any and all utility bills including water, electric, heat, gas or lights during the term of this lease or and continuance thereof.

5. Maintenance: The Lessee agrees that it will keep and maintain the premises in good condition during the term of this lease or any extension. The Lessee shall be permitted to construct any buildings or structures on the premises and, at the termination of this lease, Lessee shall be permitted a reasonable time to remove any such buildings or structures at Lessee's option. Any equipment, machinery or scales, etc., in and about the use of the premises for a convenience station may also be removed by the Lessee at the termination of this lease. In the event the Lessee determines to use a movable building on the premises this moveable building may also be removed at the end of the lease.

6. Insurance: Lessee agrees to carry liability insurance on the premises and to name the Lessor as an additional insured thereon. The amount of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) single limit coverage.

7. Alteration and Improvements:

A. It is agreed that Lessee may make such alterations or improvements upon the grounds as it deems proper for it's purpose. In any such improvements the Lessee shall reseed areas not paved or graveled for use by the Lessee, and shall keep the property in a neat and tidy condition during the term of this lease, considering the use to which the same is being put for convenience station for the public use of Smyth County, Virginia.

B. The Lessor further agrees that the Lessee may grade the adjacent premises, not covered by this lease, in order to improve the sight distance to the premises leased hereunder. Such grading shall be done only to provide adequate sight distance. In the event that the Lessee grades such premises it may grade or remove rock and soil, trees, brush and undergrowth therefrom. At the conclusion of such grading or removal, the Lessee shall seed and reseed the extra premises until an adequate stand of grass is available. In the event that this area should again grow up so that it blocks the sight distance, then the Lessee may mow or trim the same.

8. Condemnation: If the leased premises shall be taken or condemned by any competent authority, or conveyed to such authority in view of a threatened or eminent condemnation, this lease shall thereupon be terminated as of the date of such taking or conveyance, and adjustment of rental to such date; provided, however, if only a part of the leased premises should be taken or condemned or

conveyed and the same does not destroy the practical use of the premises by Lessee for its purposes, then Lessee shall have the option of continuing to lease the remainder of the premises with an equitable abatement of rent.

9. Default: Lessee shall be in default in the event that rental payments hereunder have not been made within fifteen (15) days of the due date, or if there is any failure by Lessee to perform its obligations hereunder, or any breach of them, and the Lessor gives written notice thereof to the Lessee and the Lessee does not immediately (within thirty (30) days) cure such default, or begin to cure such default and proceed promptly until the same has been cured.

10. Taxes: Lessor shall pay the real estate due and payable on the real property leased. Lessee shall be responsible for the payment of any assessment for improvements upon the premises. The Lessee is a tax exempt body and no taxes should accrue on account of its use hereof. In the event that such taxes are assessed the Lessee shall either pay or provide for the release of such taxes. It is agreed between the parties hereto that the Lessee may record this lease or a short form memorandum of this lease, and the Lessor agrees to execute the same for recording. Any such recording shall be at the cost of the Lessee.

11. Use of premises: The parties acknowledge that Lessee will use the premises for the collection and temporary storage of solid waste and as a recycling center. This is known as a "convenient station". If Lessee leases any other site for use as a convenience station during the term of this lease and pays a rental amount greater than the rental paid to Lessor herein, the rent payable to

Lessor shall be increased to an amount equal to the amount paid under subsequent lease for the remainder of the term of this lease.

12. Lessee's right of termination. Lessee shall have the right to terminate this lease at any time by giving the Lessor sixty (60) days written notice of termination. Rent for the year of such termination shall be pro-rated to the date of termination and all rent subsequent to the date of termination shall be canceled. Upon termination of the lease, either by notice or at the end of a term, the Lessee shall vacate the premises, leaving the premises clean and free of debris.

13. Binding Effect: The provisions of this lease shall apply to, bind and insure to the benefit of the parties, their successors, legal representatives and assigns, and any conveyance of the property herein the Lessor agrees that he will specifically make such conveyance subject to the terms and conditions of this lease.

14. Notices: It is agreed between the parties hereto that any notices herein

shall be deemed to have been given if mailed in an envelope certified or registered mail, return receipt requested to the following addresses:

If to the Lessor:

Laura Copenhaver Industries

P. O. Box 149

Marion, Virginia 24354

If to the Lessee:

Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, Virginia 24354

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

LAURA COPENHAVER INDUSTRIES, INC.

BY: _____

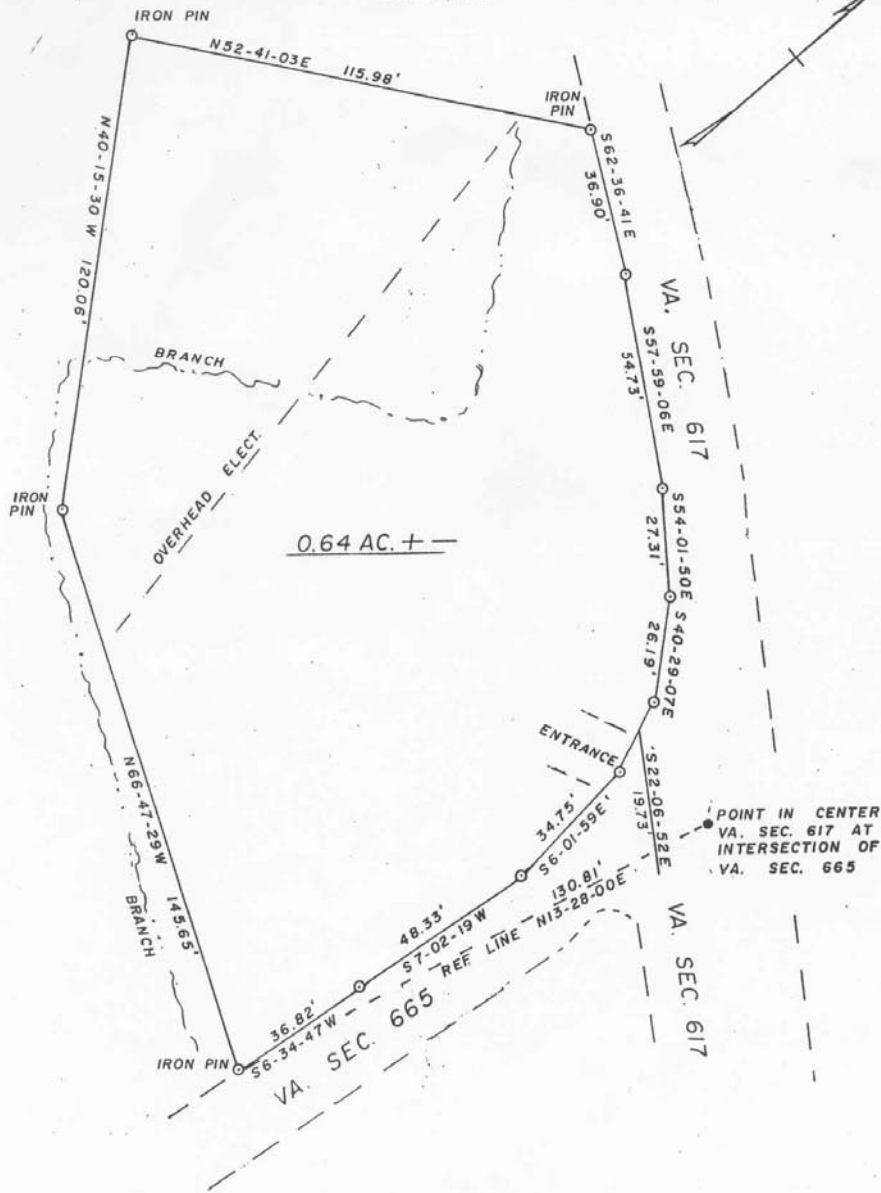
Thomas E. Copenhaver, President

SMYTH COUNTY BOARD OF SUPERVISORS

BY: _____

Chairman

Exhibit A



SMYTH COUNTY PUBLIC SERVICE AUTHORITY
 LOCATED IN PARK DISTRICT
 SMYTH COUNTY, VIRGINIA
 SURVEYED BY KENNETH M. SELLS C. L. S.
 DATE 8-5-92 SCALE 1"=30'
 LEGAL REF.

THIS TRACT IS SUBJECT TO ANY
 EXISTING EASEMENTS, RIGHT OF
 WAYS AND RESTRICTIONS
 NO TITLE REPORT FURNISHED

Vote: 4 Yea

1 Nay (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and duly carried, the matter of convenience station lease for the Wilkinson Mill site is approved, subject to said lease being signed by Lessor, and payment for said lease is approved in the amount of \$1,200.00.

Vote: 4 Yea

1 Nay (Fullen)

3 Absent (Jennings and Perry)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board approves the recommendation of a personal property tax refund to Debra Jean Gillespie P. O. Box 2078 Chilhowie, Virginia 24319 in the amount of \$14.85 for calendar year 2002 as recommended by the County Attorney.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the following agreement:

AGREEMENT BETWEEN THE
COUNTY OF SMYTH, VIRGINIA

AND

THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES

REGARDING

LOCAL GOVERNMENT EXPENDITURES IN SUPPORT

OF FEDERAL PROGRAMS ADMINISTERED BY VDSS

This Agreement is entered into this first day of July 1, 2002, by and between the County of Smyth, Virginia (hereinafter referred to as the “the Locality”) and the Virginia Department of Social Services (hereinafter referred to as “VDSS”).

WITNESSETH

WHEREAS, the VDSS is the Single State Agency responsible for the Statewide administration and financing of major Federal human service programs, including (but limited to):

Temporary Assistance to Needy Families (authorized by Title IV-A
of the Social Security Act),

Child Support Enforcement (authorized by Title IV-D of the Social

Security Act),

Foster Care and Adoption Services (authorized by Title IV-E of the

Social Security Act), and

The Food Stamps Program (authorized by The Food Stamp Act and

other

Federal legislation); and

WHEREAS, the VDSS maintains a “state supervised” social services delivery system that is “locally administered” by the local Department of Social Services, within and on behalf of the Locality; and

WHEREAS, both VDSS and the Locality share a desire to expand local human services to the extent that resources are available to address otherwise unmet social needs; and

WHEREAS, the Locality has elected to make voluntary, necessary, and reasonable contributions of local and other unmatched non-Federal financial resources (over and above State mandated levels) to the costs of administering and providing human services under one or more of the above-referenced or other Federal programs administered by VDSS; and

WHEREAS, the financial contributions made by the Locality may be eligible for Federal Financial Participation (FFP), provided appropriate claims are made by VDSS to the cognizant Federal agencies; and

WHEREAS, both VDSS and Locality desire to assure that the Locality receives appropriate FFP earned on the financial contributions of the Locality; and

WHEREAS, both VDSS and the Locality desires to establish and maintain appropriate procedures within VDSS to assure that claims are filed in an accurate manner, the Locality is reimbursed on a timely basis, and the integrity of all contributions, expenditures, and claims are assured;

NOW, THEREFORE, VDSS and the Locality hereby agree as follows:

ARTICLE 1

DOCUMENTATION AND REPORTING OF LOCAL EXPENDITURES

- 1.1 The Locality agrees to maintain documentation of the expenditures that it incurs and the eligibility of the persons served consistent with procedures developed by VDSS and consistent with those services identified with the approved plan, as defined in the Scope of Services (Attachment A).
- 1.2 The Locality agrees to submit a claim to VDSS (on a quarterly basis) documenting and certifying the actual direct and indirect costs incurred by the Locality that have not been otherwise claimed for or reimbursed by VDSS or any other Federal reimbursement process.
- 1.3 The Locality shall attach to each claim a statement certifying that the expenditures being claimed for reimbursement are made from public funds and are reasonable and necessary for the efficient operation of the program

in question, The Locality shall also provide, for VDSS review, such documentation as VDSS may specify in order for VDSS to exercise its fiduciary responsibility as the Single State Agency for the Federal program (s) in question.

- 1.4 The Locality's services and expenditures shall adhere to applicable VDSS policy and all claims shall be in a form and format specified by VDSS. The Locality's claims shall use, as appropriate and with the prior approval of VDSS, statewide cost allocation methodologies in conjunction with other data as the basis for allocating costs.
- 1.5 The Locality agrees to form a local oversight board to administer the project or related funds resulting from this agreement. The Locality agrees to effect a separate written agreement (s) between this board and any subsequent local partner (s) participating in this agreement, for the purpose of defining the distribution of any funds resulting from this agreement.
- 1.6 The Locality agrees to provide such additional information as may be required by VDSS and the cognizant Federal agency to determine the appropriateness of its claim and to provide reasonable estimates of future expenditures.
- 1.7 VDSS agrees to include in its claim to the cognizant Federal agency the expenditures certified by the Locality under this Agreement.

- 1.8 VDSS agrees to reimburse the Locality for the FFP paid by the cognizant Federal agency attributable to the Locality's claim, less an administrative fee of up to five (5) percent.

VDSS shall not be obligated to process this claim for reimbursement on behalf of the Locality until VDSS has assured itself that the pass-through of FFP to the Locality is appropriate. VDSS agrees to make every effort to make sure that this pass-through takes place within 15 working days of receipt of those funds from the Federal government.

- 1.9 VDSS agrees to use the proceeds of the administrative fee to establish and maintain an orderly process for claiming appropriate FFP on behalf of the Locality.

The VDSS process will include the VDSS hiring of sufficient and trained staff or contractual assistance necessary to oversee the claiming process, monitoring the Locality's compliance with applicable Federal and State policies, and assuring (by either pre – or post-audit) the integrity of claims made under this Agreement.

- 1.10 VDSS agrees to annually review with the Locality the reasonableness of the

five (5) percent administrative fee. VDSS agrees to make every effort to assure that its costs are shared with other localities seeking to maximize

appropriate Federal funding for its services and, to the extent possible, reduce the fee to the Locality.

ARTICE 2

FEDERAL FINANCIAL PARTICIPATION

- 2.1 The Locality shall be eligible to receive applicable FFP on Locality contributions for which open-ended Federal funding is available or as otherwise provided by State or Federal law and regulation.

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

- 2.2 The Locality shall not be entitled to receive reimbursement for FFP earned on programs where Federal funding is capped or the pass-through of FFP to the Locality would cause a reduction in FFP to another locality or to a program administered directly by VDSS.

- 2.3 The Locality agrees to reinvest the additional FFP received under this agreement to enhance and expand its human service programs or to develop new initiatives to better meet social services needs identified by Locality in collaboration with the VDSS, localities, and community-based organizations participating in coordinated activities.

- 2.4 The Locality agrees that not portion of the additional FFP received under this

agreement will be used to supplant local or other funding for social or other services that are part of this agreement, unless a written exception is approved by VDSS.

ARTICLE 3

LIABILITY

3.1 The Locality agrees to assume full responsibility for any financial obligations resulting from disallowances by the Federal Government of Federal reimbursements "received" by and attributable to Locality expenditure claims, pursuant to the terms of this agreement.

3.2 In the event that a Federal disallowance results in a loss of funds under this

agreement, the Locality will make reimbursement to VDSS upon the final determination of any appeal made to the Federal government made by VDSS on behalf of the Locality.

3.3 Notwithstanding the obligation of the Locality to make full reimbursement as provided above, this Agreement authorizes VDSS to deduct any and all amounts disallowed by the Federal government from payments that would otherwise be made by VDSS to the Locality.

ARTICLE 4

AMENDMENTS

4.1 Either party may initiate a request to amend this Agreement by sending

written notice, mailed first class, postage prepaid, to the following addresses.

If to VDSS:

Mr. D. Richard Wethington, Project Manager

Department of Social Services

Commonwealth of Virginia

730 E. Broad Street

Richmond, Virginia 23219-1849

If to Locality:

Mr. Edwin Whitmore, III, County Administrator

Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, VA 24354

Unless a shorter period is agreed to, amendments must be submitted at least thirty (30) working days in advance of their proposed effective date.

4.2 The non-initiating party shall respond to the amendment request within thirty (30) working days of its receipt. Amendments must be approved in writing by both parties and executed by persons authorized to bind the respective parties.

Article 5

TERMINATION

5.1 This agreement shall cover all properly documented services provided by the

Locality that are subsequently submitted to the VDSS for allowable federal reimbursement within the terms of this agreement and within the federally defined timeframes for reimbursement. This agreement shall remain in effect until either party notifies the other party of its intent to terminate the agreement.

5.2 Termination shall take effect no sooner than 60 days after written notification

by one party to the other, unless an alternative date is agreed upon. Such notification will be mailed first class, postage prepaid, to the address listed in Section 4.1, above. If the Agreement is so terminated, then each party shall within sixty (60) working days of the termination date reimburse the other party for any monies owed.

5.3 The VDSS reserves the right to cancel and terminate this agreement, in part or

in whole, without penalty, upon 60 days written notice to the Locality.

Any contract cancellation notice shall not relieve either party of the

obligation to deliver and/or perform on all outstanding deliverables prior to the effective date of cancellation.

ARTICLE 6

RETENTION AND REVIEW OF RECORDS

- 6.1 Both parties, or their agent (s), agree to retain all books, records, and other documents which are relevant to this Agreement for no less than three (3) years after the date of the final report for the applicable period; a resolution of audit findings; or disposition of non-expendable property, whichever is later.
- 6.2 The Locality agrees that VDSS or its agent (s) shall, during the term of the Agreement and for three (3) years after the date of the final report for the applicable period, have reasonable access to and the right to examine any documents and financial records pertaining to the Agreement for the purposes of an audit of the payments made as a result of the Agreement.
- 6.3 The Locality agrees to include the terms of this agreement, by reference, in all sub-agreements 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 Local Department:

Signature

Signature of Local Department of Social

Services Director

David A. Mitchell

V. J. Miller, Director

Deputy Commissioner

Date: _____

Date: _____

For the Locality:

Counsel for the Locality:

Michael D. Roberts, Chairman

John H. Tate, Jr., County Attorney

Date: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES FOR TITLE IV-E FOSTER CARE

PREPLACEMENT PREVENTION PROJECTS

ADMINISTRATION OF THE TITLE IV-E STATE PLAN

A. The Locality collaborates with various local agencies (a.k.a.; partner (s) to provide the delivery of social services within the community. As it relates to Title IV-E foster care and foster care pre-placement prevention, such services will

include the provision of case management and other Title IV-E allowable administrative support activities to children and families of children for the purpose of maintaining a safe and stable in-home setting for the child or to plan for out of home placement.

B. Among the Title IV-E Foster Care Prevention services to be provided, the LDSS

and partner (s) will be responsible for determining when a child receiving services

from the partner (s) may be considered to be a reasonable candidate for foster care (including all forms of out-of-home care). “Reasonable candidates” are those children for whom there is:

an eligibility determination form which has been completed by VDSS or

a

local department of social services to establish the child's eligibility under

Title IV-E; or

evidence of court proceedings in relation to the removal of the child from

the home (e.g., a petition to the court, a court order, or a transcript of the

court's proceedings); or

a defined case plan which clearly indicates that, in the absence of effective

preventive services, foster care or other out-of-home placement is the planned arrangement for the child.

C. With respect to those children determined to be "reasonable candidates," the

partner (s) agrees to perform administrative functions that are necessary for the proper and efficient administration of the Title IV-E State Plan. These functions

may include such administrative activities as:

referral to services,

preparation for and participation in judicial proceedings,

development of the case plan,

case reviews,

case management and supervision, and

a proportionate share of related agency overhead.

- D. The LDSS will maintain files at the LDSS showing evidence of the LDSS determination of reasonable candidacy. The determination of reasonable candidacy will be documented every six months in the service plan or a suitable addendum as prescribed by VDSS.
- E. The LDSS and partner (s) shall cease claiming Federal financial participation (FFP) for the administrative costs related to Title IV-E pre-placement prevention with respect to a child once that child is no longer considered to remain a “reasonable candidate.”

Once a child has been determined to be a “reasonable candidate” for foster care, that

child shall remain a reasonable candidate until one of the following three events take \ place:

1. Ages out – The child reaches his/her 18th birthday or up to the month a child completes his/her educational program if the child is expected to

complete that educational program by or within the month of his/her 19th birthday; or

2. Status changes – The child is no longer a “reasonable candidate,” that is:
 - the child is removed from his/her home and placed in out-of-home care; or
 - the child becomes ineligible for Title IV-E (if that was the criterion upon which reasonable candidacy was based); or
 - the judicial proceedings related to the child are changed to reflect the fact that placement of the child is out-of-home care is no longer the planned arrangement for the child (if that was the criterion upon which reasonable candidacy was based); or
 - the LDSS or partner (s), acting under the terms of a written agreement with the LDSS, determines that absent preventive services, out-of-home care is no longer the planned arrangement for the child (if that was the criterion upon which reasonable candidacy was based); or
3. Times out – Six months have elapsed since the child was last determined to

be a reasonable candidate OR a longer period if conditions have not changed (the same or reasonably equivalent conditions that led the child to be a reasonable candidate continue to exist for the child).

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the Budget Committee recommendation to accept Grant Number 03-G9359VA02, Title V-Stop in the amount of \$28,193.00 (Federal \$20,455.00 Local Match \$7,738.00).

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the Smyth County Board of Supervisors affirms the Smyth County Projects as listed on the Transportation Priority Study by Mount Rogers Planning District Commission.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the Budget Committee recommendation that the Juvenile & Domestic Relations Court made to loan a Minolta EP4230 copier used by their office to the Virginia State Police Regional Sub Office located at Southwestern State Hospital. Copier is to be accepted with the understanding no maintenance agreement to be provided by the County and said machine to be accepted as is.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, BE IT
RESOLVED THAT THE ADOPTS THE FOLLOWING FORMS:

RESIDENTIAL ANTI-DISPLACEMENT AND
RELOCATION ASSISTANCE PLAN

Smyth County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income dwelling unit as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, Smyth County will make public and advise the state that it is undertaking such an activity and will submit to the state, in writing, information that identifies:

- (1) A description of the proposed assisted activity;
- (2) The general location on a map and approximate number of dwelling units by size

(number of Bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;

- (3) A time schedule for the commencement and completion of the demolition or conversion.
- (4) The general location on a map and approximate number of dwelling units by size that will be provided as replacement dwelling units;
- (5) The source of funding and a time schedule for the provision of replacement dwelling units;
- (6) The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least ten (10) years from the date of initial occupancy; and
- (7) Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low and moderate-income households in the jurisdiction.

Smyth County will provide relocation assistance to each low/moderate income household displaced by the demolition of housing or by the direct result of assisted activities. Such assistance shall be that provided under Section 104 (d) of the Housing and Community Development Act of 1974, as amended, or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The County's FY 2003 project includes the following activities:

- Purchase of telemedicine equipment

- Initial installation and training
- Instructional programming

The activities as planned will not cause any displacement from conversion of occupiable structures. As planned, the project calls for the use of existing right-of-way or easements to be purchased or the acquisition of tracts of land that do not contain housing. The County will work with the grant management staff, engineers, project area residents, and the Department of Housing and Community Development to insure that any changes in project activities do not cause any displacement from or conversion of occupiable structures.

In all cases, an occupiable structure will be defined as a dwelling that meets local building codes or a dwelling that can be rehabilitated to meet code for \$25,000 or less.

_____ Chief Administrative Official

Date _____

LOCAL BUSINESS AND EMPLOYMENT PLAN

1. Smyth County designates as its Local Business and Employment Project Area the boundaries of Smyth County.
2. The County, its contractors, and designated third parties shall in utilizing Community Improvement Grant funds utilize businesses and lower income

residents of the project area in carrying out all activities, to the greatest extent feasible.

3. In awarding contracts for work and for procurement of materials, equipment or services of the County, its contractors and designated third parties shall take the following steps to utilize businesses which are located in or owned in substantial part by persons residing in the Project Area are:

- A. The County shall ascertain what work and procurements are likely to take place through the Community Improvement Grant Funds.

- B. Smyth County shall ascertain through various and appropriate sources including:

Smyth County News

Saltville Progress

WOLD RADIO

the business concerns within the project area which are likely to provide materials, equipment and services which will be utilized in the activities funded through the Community Improvement Grant.

- C. The identified business concerns shall be apprised of opportunities to submit

bids, quotes or proposals for work or procurement contracts which utilize
CIG

funds.

C. To the greatest extent feasible the identified business and any other
project

are business concerns shall be utilized in activities which are funded with
CIGs.

4. In the utilization of trainees or employees for activities funded through CIG's
the County, its contractors and designates third parties shall take the following
steps to utilize lower income persons residing in the Project Area.

A. Smyth County in consultation with its contractors (including design
professionals) shall ascertain the types and number of positions for both
trainees and employees which are likely to be utilized during the project
funded by CIGs.

B. The County shall advertise through the following sources:

Smyth County News and Messenger

Saltville Progress

WOLD Radio

the availability of such positions with the information on how to apply.

C. The County, its contractors, and designated third parties shall be required to maintain a record of inquiries and applications by project area residents who respond to advertisements, and shall maintain a record of the status of such inquiries and applications.

D. To the greatest extent feasible, the County, its contractors, and designated third parties shall utilize lower income project area residents in filling training and employment positions necessary for implementing activities funded by CIGs.

5. In order to ascertain substantial compliance with the above affirmative actions and Section 3 of the Housing and Community Development Act of 1968, the County shall keep, and require to be kept by contractors and designated third parties, listing of all persons employed and all procurements made through the implementation of activities funded by CIGs. Such listings shall be completed and shall be verified by site visits and interviews, cross-checking of payroll reports and invoices, and through audits if necessary.

Chairman

Date

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

held at the County Administration Building on Thursday, January

23, 2003, at 7:00 p.m.

PRESENT: All Board Members save Ms. Jennings, Roberts, and Mr. Perry.

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

The Vice 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. An application for a Special Use Permit from Phillip C. Gibson for a fruit and vegetable roadside market on Highway 11 near junction with Fox Valley Road

as permitted by Section 3-2.2 (j). The property is identified by tax map number 55A-4-7 and is zoned Agricultural/Rural.

2. An application for a Special Use Permit from Phillip C. Gibson to install a recreational vehicle on Highway 11 near junction with Fox Valley Road as permitted by Section 3-2.2 (j). The property is identified by tax map number 55-A-4-7 and is zoned Agricultural/Rural.

Two citizens were present.

No comments were received on either number 1 or number 2.

The Vice Chairperson closed the public hearing.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board agreed to enter into executive session to discuss acquisition of real property as outlined in Section 2.2-3711 (a) (3) of the Code of Virginia, as amended, and consultation with legal counsel as outlined in Section 2.2-3711 (a) (7) of the Code of Virginia, as amended.

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

Vote: 4 Yea

3 Absent (Jennings, Perry, Roberts)

Upon motion of Mr. Staley, seconded by Mr. Blevins, 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: 4 Yea

3 Absent (Jennings, Perry, and Roberts)

The matter of Legal Services Agreement with Freeman Associates on the Allison Gap project was withdrawn from the Agenda.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves and appropriates the sum of \$68,924.00 to King Ford Chrysler Plymouth for payment of four Sheriff's Department vehicles.

Vote: 4 Yea

3 Absent (Jennings, Roberts, and Perry)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves the transfer of \$20,000 in the Smyth County Industrial Development budget from line item 81030-8888-1 Incentive Fund to 81030-3002 Professional Services – Other.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following option with the Town of Marion:

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors

held at the County Administration Building on Tuesday, February

11, 2003, at 12:00 Noon.

PRESENT: All Board Members

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

Carter; Sally Morgan and Duncan McGregor.

Ms. Suzanne Jennings led the invocation and Mr. Wade H. Blevins, Jr. led in the
Pledge of Allegiance.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried,
the Board approves the minutes of the January 14, 2003 and January 23, 2003 meetings
as presented.

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

resolution:

WHEREAS, the recent loss of the Columbia Space Shuttle in the skies over Texas was a national tragedy; and

WHEREAS, the seven brave astronauts who lost their lives were committed to the exploration of space and the vital scientific research being undertaken with the Space Shuttle missions; and

WHEREAS, the astronauts' families, friends, and colleagues at NASA have suffered a tremendous personal grief, and the nation and world has experienced sadness and loss along with them.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors in Smyth County, Virginia expresses its sincere condolences to all of the families and friends of the lost astronauts, and colleagues involved in the space shuttle mission.

BE IT FURTHER RESOLVED that Smyth County Board of Supervisors recognizes the risks and challenges of space exploration must be accepted along with tremendous accomplishments.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the matter of request from James McNeil, President, Lincoln Theatre, for the Board to waive all landfill fees for the disposal of the debris that has been removed from the theatre is referred to the Budget Committee for study and recommendation.

Charles Harrington appeared during citizen's time to request the Board's permission to submit a grant to the Department of Emergency Management for a planning grant in the amount of \$11,167.00 and a grant to the Department of Criminal Justice for \$40,394.86 available for equipment. Mr. Harrington statement the funds from said grants would be used for a decontamination unit, charger bank for the radios on the Emergency Service Bus, batteries, etc., eight (08) high band mobile radios for the Smyth County Sheriff's Department. Following discussion, upon motion of Ms. Jennings, seconded by Mr. Perry, and unanimously carried, said request is approved, contingent upon the County Attorney approval of final grant documentation.

R. David Bradley, Sheriff, appeared during citizen's time to request the Board donate the old Smyth-Bland Regional Library book mobile to be used by the tactical unit for storage and etc. Mr. Whitmore stated the Library had given the book mobile to the County to sell or dispose of. Following discussion, upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board approves said request.

A delegation from the Big Horn Estates appeared during citizens time to request county water be made available for citizens in said estates. Following discussion, upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried; said matter is referred to the Water Committee for further study and recommendation.

Henry Brant appeared during citizen's time to introduce Mark Miller, with the Southern Appalachian Forest Coalition. Mr. Miller requested the Board adopt a resolution concerning establishing a National Wilderness section. Beth Merz from Mount Rogers Recreation also appeared to discuss said matter for the U. S. Forest Service. Following discussion, upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, said request is continued to the March 11, 2003 Board of Supervisors meeting.

Vote: 4 Yea

3 Nay (Roberts, Perry, Blevins)

Ed Thompson appeared during citizens time reference power outages in the Ceres area. Following discussion, upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the County Administrator is directed to contact the State Corporation Commission and American Electric Power Company concerning said request.

Chris Broemmeisiek, Vice President, Competitive Power Ventures, Inc. appeared to update the Board on the Broadford Power Generation Plant.

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, the Board appropriates the following sum out of the appropriate fund account for the month of February 2003:

General County	\$1,020,000.00
Animal Damage	145.00
On-Site Sewer	5,000.00
Hutton Branch	7,162.50
Department of Social Services	\$ 325,000.00
School	
Operations	\$3,200,000.00
Textbook	313.06
School Debt & Capital Outlay	600,000.00

Nykki Wyatt appeared during Highway Department to discuss with said Highway Department concerning the road in Breedlove Subdivision being paved.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board donates the sum of \$375.00 to be received by Smyth County from Animal Friendly license plate sales to the Humane Society of Smyth County.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, the Board approves tax refunds for the years of **2000** \$2,205 **2001** \$2047 **2002** \$1765 Total \$6,017.00 to Coffman Stairs, LLC Attn: Terry Groseclose, Controller, 1000 Industrial Road, Marion, Virginia 24354, upon recommendation of the County Attorney.

Vote: 5 Yea

1 Nay (Staley)

1 Abstain (Neitch)

Sally Morgan and Duncan McGregor gave the Board a verbal status report on the Groseclose Sewer Project funding.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves a transfer of \$1,200 from full time salaries to part time salaries in the Smyth County Sheriff's Department. (Funds were left in the position of Rusty Hamm)

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 adopts 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. (Building and Grounds Committee)
5. Strategic Plan for Smyth County Board of Supervisors.
6. Suggestion for a sterilization program by William A. Turman, Animal Control

Officer, and endorsed by the Smyth County Humane Society. (Animal Control Committee)

7. Complaints of a violation of the Zoning Ordinance by W-L Construction.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Building and Grounds Committee is authorized to negotiate with Mosely Architects first and Wiley & Wilson second on the proposal for a Courthouse Architectural firm.

Upon motion of Ms. Jennings, seconded by Mr. Perry, and duly carried, James D. Parlier is appointed a member of the Regional Transportation Advisory's Committee for a term of office beginning upon his qualification and expiring 12-31-05.

Vote: 6 Yea

1 Abstention (Neitch)

Upon motion of Ms. Jennings, seconded by Mr. Perry, and duly carried, Ron Thomas is appointed an alternate member of the Regional Transportation Advisory's Committee for a term of office beginning upon his qualification and expiring 12-31-05.

Vote: 6 Yea

1 Abstention (Neitch)

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, the Board approves the following legal services agreement with Freeman Associates for the Allison's Gap Water Project:

This Agreement made this 11th day of February, 2003, between The County of Smyth, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Owner," and Jeffrey L. Campbell, Freeman Associates, or its assignees, 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 Allison's Gap Water System; and

WHEREAS, the Attorney agrees to perform all legal services necessary to the organization, financing, constructions and initial operation of the Allison's Gap Water System;

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

NOW, THEREFORE, and in consideration of the covenants contained herein, the parties' do hereby agree as follows:

Section A -- Legal Services

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

1. Furnish advice and assistance to the governing body of Smyth County, Virginia, in connection with (a) the notice for conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction and initial operation of the system; (d) assist bond counsel with the completion of such bonds or other obligations as may be necessary to finance the system; (e) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Rural Development, U. S. Department of Agriculture; (f) entering into construction contracts; (g) preparation and adoption of Rules and Regulations, and rate schedules; (h) such other official action as may be necessary in connection with the financing, construction and initial operation of the system.

2. Review of construction contracts, bid-letting procedures, and surety and contractual bonds in connection therewith.

3. Preparation, where necessary, and review of deeds, easements and other 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 Forty-Five Thousand and No/100 Dollars (\$45,000.00).

Said fees are to be payable upon closing with Rural Development. This fee does not include the fees and expenses associated with condemnation or litigation services.

SECTION C – OTHER PROVISIONS

This agreement was adopted and ratified by resolution of the Board of Supervisors of Smyth County at its regular meeting on 2-22-03.

_____ Jeffrey L. Campbell

Smyth County Board of Supervisors

_____ Chairman

Vote: 6 Yea

1 Nay (Staley)

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

Amendment #2 to the Regional Sewer Treatment Inter-Municipal Agreement

Saltville/Smyth County

The following resolution was approved by both the Smyth County Board of Supervisors and the Saltville Town Council as amendment #2 to the Agreement dated March 13, 2001

and hereinafter referred to as “the agreement” between the Town of Saltville and the Smyth County Board of Supervisors.

WHEREAS, the “agreement” specified a capacity increase of the Saltville Wastewater Treatment Plant to 750,000 gpd for the purpose of treating organic wastewater generated by the existing system, the addition of the Allison Gap Collection System, and future growth in the area; and

WHEREAS, at the strong recommendation of the Virginia Department of Health and The Virginia Department of Environmental Quality, evaluation and justification for increasing plant capacity for hydraulic treatment to 990,000 gpd was made by Anderson & Associates, Inc., reviewed and approved by the Smyth County Board of Supervisors and the Saltville Town Council; and

WHEREAS, on March 12, 2002, both the Smyth County Board of Supervisors and the Saltville Town Council voted to expand the wastewater treatment plant capacity to 990,000 gpd with final allocation of plant capacity being Town of Saltville 594,000 gpd or 60% and Smyth County Board of Supervisors 396,000 or 40%.

NOW, THEREFORE, the parties her to covenant and agree that in accordance with the contract of March 13, 2001 all references to total upgraded wastewater treatment facility shall be 990,000 gpd or 0.99 million gallons per day; and

ARTICLE IV, ALLOCATION OF CAPACITY, Section 4.1. Initial Allocation of Capacity shall read as follows,

Article IV

Allocation of Capacity

Section 4.1. Initial Allocation of Capacity.

The Regional Facility will have an initial design capacity of 0.99 million gallons per day, which is hereby allocated among the Participants as follows:

Participant	Gallon/Day	Percent of
Total		

Town of Saltville	594,000	60%
Smyth County	396,000	40%
Total	990,000	100%

Chairman

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves the Smyth County Planning Commission recommendation to approve the application for a special use permit from Phillip C. Gibson for a fruit and vegetable roadside market on Highway 11 near junction with Fox Valley Road as permitted by Section 3-2.2 (j).

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves the Smyth County Planning Commission recommendation to approve an application for a special use permit from Phillip C. Gibson to install a recreational vehicle on Highway 11 near junction with Fox Valley Road as permitted by Section 3-2.2 (j).

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board approves the Smyth County Planning Commission recommendation to approve Catherine Chandler application for a special use permit with the condition that only one recreational vehicle would be installed at said site.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, the Board authorizes a public hearing to be scheduled on March 11th, 2003 at 3:15 p.m.

for Southwest Virginia CDFI and its affiliate corporation People Incorporated to apply for a CDBG grant funds for Micro-Enterprise Loan Program.

Vote: 5 Yea

1 Nay (Staley)

1 Absent (Perry)

David Rose, representing Davenport and Company, appeared to discuss questions relating to the Regional Jail with the Board and request the Board adopt a resolution. Following discussion, upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SMYTH,
VIRGINIA, A PARTICIPATING MEMBER OF THE SOUTHWEST VIRGINIA REGIONAL
JAIL AUTHORITY APPROVING THE SERVICE AGREEMENT

WHEREAS, the Southwest Virginia Regional Jail Authority (the “Authority”) was created by the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington and Wise and the City of Norton (together, the “Participating Members”), by each of its Board of Supervisors and City Council (the “Governing Bodies”) pursuant to Section 53.1-95.2 of the Code of Virginia of 1950, as amended (the “Act”), for the purpose of constructing and operating a regional jail facility or facilities (the “Jail Facilities”);

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 had 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 and the same were issued in June, 2002 (the "2002 Notes");

WHEREAS, the Participating Members have requested the Authority complete a permanent financing for the Jail Facilities through the issuance of bonds and notes, a portion of the proceeds of which will be used to repay, in full, the outstanding 2002 Notes and 2001 Notes and to continue the design, acquisition, construction and equipping of the Jail Facilities for a total amount estimated at approximately \$100,000,000 (the "2003 Bonds");

WHEREAS, the Authority is willing to issue the 2003 Bonds to provide for the permanent financing of the design, acquisition, construction and equipping of the Jail Facilities and to repay in full the outstanding 2002 Notes and 2001 Notes conditioned upon the Participating Members entering into a Service Agreement (the "Service Agreement") with the Authority to provide sufficient monies for the Authority to pay the

principal and interest on the 2003 Bonds 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 2003 Bonds to pay the cost of the design, acquisition, construction and equipping of the Jail Facilities (including the issuance costs of the 2003 Bonds) to be secured by the revenues payable under the Service Agreement between the Participating Members and the Authority and as to the notes portion of the 2003 Bonds, a pledge of proceeds from contributions or grants for eligible construction costs from the Commonwealth of Virginia; and

WHEREAS, there have been presented to this meeting a draft of the Service Agreement which the Authority and 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.

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

1. The following plan for the permanent financing of the 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 2003 Bonds to provide for the permanent financing of the design, acquisition, construction and equipping of the Jail Facilities and to repay in full the 2002 Notes and the 2001 Notes. The 2003 Bonds will be secured by the Service Agreement and as to the notes portion of the 2003 Bonds, a pledge by the Authority of

any contributions or grants to the Authority from the Commonwealth of Virginia for eligible construction costs.

2. The Chairman or Vice Chairman of the Governing Body, or either of them, is hereby authorized and directed to execute the Service Agreement and such other documents as are necessary to provide for the permanent financing of the costs of the Jail Facilities.

3. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such documents 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 2003 Bonds by the Authority, the execution and delivery of the Service Agreement by the Participating Members and the undertaking of the design, acquisition, construction and equipping of the Jail Facilities and the original issuance of the 2002 Notes and 2001 Notes and the repayment of the 2002 Notes and 2001 Notes from a portion of the proceeds of the 2003 Bonds, is hereby approved and ratified.

5. Nothing in this resolution or in the Service 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 2003 Bonds 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.

6. This resolution shall take effect immediately.

Vote: 6 Yea

1 Nay (Neitch)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and unanimously carried, the Board continues its meeting to February 27, 2003 at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission and other items the Board may deem appropriate.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board directs the County Attorney to notify Howard W. Dobbins, Williams Mullen law firm, to include Smyth County as a participant in VML/VACO/APCO Steering Committee negotiations on American Electric Power rates. Mr. Tate informed the Board there would be a charge to continue in said Steering Committee negotiation to be billed to Smyth County at a later date.

Upon motion of Mr. Perry, seconded by Ms. Neitch, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution on South Fork Water Project:

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

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

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under 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 purchase 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 1998 (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. No 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 invest in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.

10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue

accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for 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 \$590,000 under the terms offered by the Government; that the County Administrator and Secretary/Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement (s).

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

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 agreement:

Virginia Base Mapping Program (VBP)

Local Government Orthophotography Data License Agreement VI

This is a license agreement (the “License Agreement”) between the Commonwealth of Virginia (the “Commonwealth”), through the Virginia Geographic Information Network Division of its Department of Technology Planning (“VGIN”), and Smyth County, a Virginia governmental entity with its main office at 121 Bagley Circle, Marion, Virginia (“Licensee”), relating to the Commonwealth’s provision of orthophotographs of Virginia area regions and related data to Licensee. The parties agree as follows:

1. Definition of “Data”: As used in this License Agreement, “Data” means some or all of the digital Orthophotography, a digital terrain models and ancillary data which has or will be produced by the Virginia Base Mapping Program, as well as any orthophotographs derived there from, whether in printed or electronic form. “Orthophotographs” are understood to be photo-like images, and do not include line drawings created by Licensee that lack a photo-like image.

2. Delivery of Data. Within ____ days after execution of this License Agreement the Commonwealth shall provide Licensee (or cause Licensee to be provided) with Data selected by the Commonwealth, and from time to time, may provide Licensee (or cause Licensee to be provided) with additional or replacement Data. Licensee will sign an acknowledgement form provided by the Commonwealth to identify the Data provided. The Data as provided will be marked with the proprietary notice referred to in section 4 below. The Commonwealth may require payment of a fee for media and transfer costs. These costs will not exceed the actual cost incurred by the Commonwealth and will be detailed in advance if requested.

3. Use and Disclosure. Licensee shall not disclose or permit disclosure of Data to any entity or individual, except as follows:

- a. Licensee may disclose Data to its own employees, to be used solely for
Licensee's official governmental purposes;
- b. Licensee may disclose Data to employees of another local public body in
Licensee's jurisdiction, but only if:
 - i) The other public body has signed a local government
Orthophotography data license agreement with the
Commonwealth relating to the Data to be provided;
 - ii) The Commonwealth, through VGIN, has given
Licensee

written consent to disclose the Data to the other public body; and

- iii) Licensee obtains (and forwards to VGIN) the other public

bodies signed acknowledgement of receipt of the Data on a form provided by the Commonwealth.

- c. Licensee may disclose Data to employees of a contractor, to be used solely to perform contract work for Licensee, but only if the following prerequisites are met:

- i) The Data to be disclosed are only those that will be used for specific project (s) on which work is ready to begin. For example, it is not permissible to disclose Data to a contractor for projects that might or might not be ordered;
- ii) Licensee has obtained the contractor's signature to the attached form agreement entitled "Attachment A – Contractor's Agreement", with no changes or additions to the form and all information correctly filled in; and
- iii) Licensee keeps the signed Contractor's Agreement form on file at all times.

After completion of the work for which the Data were needed, Licensee shall follow the Commonwealth's instructions for assuring that the contractor retains no copy of the disclosed Data.

- d. Licensee may disclose hardcopy maps or prints of Data to the public, but only if the following prerequisites are met.
 - i) The hardcopy map or print was created for official government use at a public meeting held by Licensee pursuant to the Virginia Freedom of Information Act;
 - ii) The hardcopy map or print was necessary to the public body's deliberations at the public meeting.
 - iii) The hardcopy map or print does not include any longitude or latitude coordinates or other coordinate geometry, as that term is used in Item 468.C of Chapter 899 of the 2002 Acts of Assembly; and
 - iv) The disclosure, by itself or as part of a larger pattern, is not such as can be used to create a derivative work that could undermine the Commonwealth's ability to commercialize the Data.

If Licensee wants to use or disclose Data other than as expressly authorized above, Licensee must first obtain a signed written consent form VGIN which

expressly details the specification and procedures for the additional use or disclosure and expressly consents to such use or disclosure. VGIN will accept requests for such consent after April 30, 2003.

4. Proprietary Notice. Licensee shall ensure that copies of Data include the following notice: “Copyright 2002 Commonwealth of Virginia. The data contained herein are the property of the Commonwealth of Virginia. Distribution of any of these data to anyone not licensed by the Commonwealth is strictly prohibited.”
5. Reporting Errors to the Commonwealth. The Commonwealth has acquired the Data from a private sector firm. The contract required the contractor to use procedures designed to produce data to National Standard for Spatial Data Accuracy (NSSDA) Standards. The contractor also provided a warranty to repair or replace certain Data at no charge to the Commonwealth if relevant errors are reported to the contractor by July 31, 2003, and in some cases, a later deadline. The Commonwealth will provide guidelines for reporting any errors Licensee may discover in Data provided by the Commonwealth. The Commonwealth requests that any such errors be promptly reported to the Commonwealth to maximize the Commonwealth’s opportunity to obtain correction of the errors under warranty. Nothing herein shall be construed as obligating the Commonwealth to correct or obtain correction of any errors, however.
6. No Liability for Errors. The Commonwealth cannot assume responsibility for any inaccuracies in the Data, nor can the Commonwealth undertake to correct or

notify Licensees of any errors that may be called to the Commonwealth's attention before or after the Commonwealth's delivery of the relevant Data to Licensee. Accordingly, all Data provided hereunder are provided "AS IS". Without limiting the foregoing, any liability of the Commonwealth, its officers, agents and employees in connection with this License Agreement shall be limited to no more than the fees the Commonwealth received from Licensee in connection with this Agreement, and the Commonwealth, its officers, agents and employees shall have no liability for lost profits, consequential damages or for any lawsuits filed against Licensee or its personnel in connection with any Data. Licensee agrees it will not use or allow use of Data in any setting which could subject the Commonwealth or its personnel to liability for inaccuracies in the Data, or for failure to provide adequate information about the Data.

7. Security and Record Keeping. Licensee shall implement security measures and maintain records sufficient to ensure and demonstrate its compliance with all requirements of this Licenses Agreement, particularly the requirements in section 3 and 4 above. Without limiting the foregoing obligation, the Commonwealth in its discretion may prescribe and amend security measures and record keeping formats to be followed by Data Licensees as part of their overall security and record keeping program. Licensee shall promptly make its records available to inspection if the Commonwealth request such access.
8. Termination. Either party may terminate this License Agreement for any reason upon 30 days' written notice. In the absence of such termination, this License

Agreement shall automatically expire on December 31, 2006. Unless otherwise directed by VGIN in writing. Licensee shall return or destroy all copies of Data in its possession or control prior to such expiration or termination. Licensee certifies that its record retention and disposition schedules under the Public Record Act or other applicable law permit Licensee to carry out the provisions of this section and will be maintained at all relevant times to preserve Licensee's ability to perform its obligations under this provision.

9. Freedom of Information Act. Licensee's attention is directed to Item 468.C of Chapter 899 of the 2002 Acts of Assembly, which provides an exemption from the Freedom of Information Act and similar laws. This special exemption may duplicate other protection available under current or future statutes.
10. Rights in Data. This License Agreement grants Licensee a limited, nonexclusive license to use and disclose Data to the extent permitted by this License Agreement. Licensee acquires no intellectual property or other interest in any Data, including, without limitation, in any orthophotographs derived there from, whether in printed or electronic form. Licensee may claim ownership in line drawings created by Licensee if the line drawing does not present a photo-like image.
11. Disputes: Contractual claims shall be processed in accordance with the procedures in Virginia Code §2.2-4363. The public body receiving a contractual claim shall issue its final decision on the claim within ten days after it is submitted.

12. Payment: The contractual clauses required in Virginia Code §2.2-4354 are incorporated herein by reference.

13. Miscellaneous. This is the complete and final expression of the parties' License Agreement and can be modified only in a writing signed by both parties. Any waiver of a provision of this License Agreement shall be void unless in writing and signed by the waiving party. Any waiver shall be interpreted to apply only to the past unless it expressly states that it applies to the future. Any attempt by Licensee to assign this License Agreement without the Commonwealth's prior written consent shall be void. If any provision of this License Agreement is unenforceable, this shall not affect the validity of the rest of this License Agreement, but the provision in question shall be limited or construed in a manner to accomplish as much of the intent of the provision as legally possible. This License Agreement shall be governed in all respects by Virginia law, and any dispute associated with this License Agreement or any Data shall be heard only in Virginia courts.

The Undersigned representative of each party hereby represents and warrants that he is duly authorized to sign this License Agreement on behalf of the party indicated, and that such party does hereby sign this License Agreement, intending to be bound:

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

the Board approves the following warrant listing as per attached in the amount of \$699,091.27 out of the appropriate fund account:

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

County Office Building on Thursday, February 27, 2003, at 7:00 p.m.

PRESENT: All Board Members.

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

The Chairman called the joint public hearing with the Smyth County Planning Commission to order.

The following matters were heard:

1. An application for a Special Use Permit from Francis Marion Post 4667 to erect a Veterans Memorial on their property located at 861 Goolsby Street. The property is zoned residential and is identified by tax map number 149-48-4.

Comments:

Clegg Williams stated he had received two letters in support of said request.

A letter from Ellen Greenwood and Vivian Price.

Marshall Guy, Roy McNeil, and Roger Haulsee informed the Board and Planning

Commission of the VFW Post plans to place a Veterans monument on their property because of the parking spaces, water, sewer, restrooms available. etc. Mr. Haulsee showed a sketch of the Monument to the Board and Planning Commission.

2. An application from Ben Atkins to amend the text of the Smyth County Zoning Ordinance by adding Section 3.4.2 Uses Permitted with Special Use Permit (in the Commercial District) L) Petroleum, Fuel Oil, or Propane Storage for purposes of distribution.

Comments:

Ben Atkins appeared to answer questions.

Clegg Williams he had not received any other comments on said request.

3. An application from Davidson Construction to rezone from Agricultural/Rural to

Residential a tract of land being approximately 1.6 acres and identified by tax map number 76-A-143 B and approximately 3.4 acres of tax map number 76-A-143.

Comments:

Mr. Davison appeared to answer questions.

Clegg Williams he had not received any other comments on said request.

4. An application from Virginia Fonda for Special Use Permit to construct and operate an automotive sales and service establishment on their property located at 324 Quarter Branch Road. The property is zoned Agricultural/Rural and identified by tax map number 71D-1-13A.

Comments:

Vicky A. Woods expressed her concerns for traffic, noise, general appearance.

Ask question what would happen if sold. Wanted a fence placed at site to protect other property owners.

Shane Ashlin expressed his concerns about traffic, adequate parking, noise when working on vehicles, environmental aspect; adequate fire protection and public safety since there was no fire hydrants near; consider fencing if

approved. No opposed to request, but needs some restrictions placed on approval such as fencing.

Mrs. Virginia Fonda informed the Board and Planning Commission the land was leased where their business had burned.

Marvin R. Perry asks the question to Mr. & Mrs. Fonda if they had any objection to putting up a fence. Mrs. Fonda responded no they did not.

5. An application from Freedom Tabernacle Baptist Church for a Special Use Permit

to construct three (3) multifamily dwelling units on a tract of land located in Atkins, Virginia, and is currently owned by Roy McNeil. The property is zoned Agricultural/Rural and identified by tax map number 48-3-2A and 48A2-1C-1.

Comments:

A letter was presented by Clegg Williams, Zoning Administrator, over the signature of Mike Sage, pastor of the Freedom Tabernacle Baptist Church.

Don Bales appeared to state his opposition due to water run off problems as owner of adjacent property on the South and East side of said property. Mr. Bales stated he also represented Howard and Janie Henderlite.

Cecil Hicks representing the church answered questions for the Board and Planning Commission. Mr. Hicks stated the property had 15+ acres, showed a preliminary drawing of said proposed site.

The Chairman declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Mr. Perry and unanimously carried, the County Attorney for the Water Department is directed to make an offer for the outstanding easement and four (4) fee simple site acquisition for pump sites on the Cedars/Hall Addition Sewer Project, said citizens to be given twelve (12) days to respond from date of said letter, then said Attorney is to file condemnation proceedings.

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held

at the County Administration Building on Tuesday, March 11, 2003, at

12:00 Noon.

PRESENT: All Board Members.

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

Duncan McGregor and Michael Carter.

The Chairman called the meeting to order.

Ms. Darlene Neitch led the invocation and Mr. Michael L. Carter led in the
Pledge of Allegiance.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried,
the Board approves the minutes of February 11th, 2003 and February 27th, 2003 meetings
as presented.

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

Gary Boring, RC & D Coordinator, appeared to brief the Board on the Model Storm water Management Ordinance Project. Mr. Boring presented the County Engineer a handbook containing Model Ordinances developed for Southwest Virginia and reference materials on Storm water Management.

Dr. Jim Gates, Marion Town Councilman, appeared to request the Board enter into a joint project with the Town in order to build and staff a gymnasium to serve the needs of the entire county. The location will be at the existing Marion Recreation Department Building. Plan is for the County to build the facility and lease it to the Town for \$1.00 per year on a long term base. The Town would be responsible for all staffing and maintenance through out the lease.

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

Following discussion on the Revenue Sharing Program for the County Primary and Secondary Road Fund, upon motion of Ms. Neitch, seconded by Mr. Fullen, and duly carried, the Board adopts the following:

“Mr. James S. Givens, Local Assistance Division, Virginia Department of Transportation, 1401 East Broad Street, Richmond, Virginia 23219

Dear Mr. Givens: The County of Smyth, Virginia, indicates by this letter its official intent to participate in the ‘Revenue Sharing Program’ for Fiscal year 2003 – 04. The County will provide \$150,000 for this program, to be matched on a dollar-for-dollar basis from funds of the State of Virginia.

The County worked with its Resident Engineer, and developed the attached prioritized list of eligible items of work recommended to be undertaken with these funds. The County also understands that the program will be reduced on a pro rata basis if requests exceed available funds. Sincerely, Edwin B. J. Whitmore, III, County Administrator,
CC: Steve Buston, Resident Engineer”

Vote: 5 Yea

1 Nay (Staley)

1 Absent (Perry)

Nykki Wyatt appeared to ask the Board questions concerning Breedlove Subdivision. She represents families in said subdivision that would like to have the road taken into the Secondary Road System. Also she has questions concerning why Crusenberry Subdivision did not fall under the Smyth County Subdivision Ordinance. Following discussion, the County Administrator was directed to contact the Building Inspection Department concerning the questions on said Crusenberry Subdivision.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the matter of Angela Ball request concerning a leash law in Smyth County is referred to the Ordinance Committee for study and recommendation.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the matter of East Tennessee Natural Gas request for two (2) road crossing permits (Meadowlark Lane and Sherwood Drive) is continued and Messrs. Tate and McGregor is to work out said paper work.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the Board approves the recommendation of the Smyth County Planning Commission on application for a Special Use Permit from Francis Marion Post 4667 to erect a Veterans Memorial Monument on their property located at 861 Goolsby Street.

Vote: 6 Yea

1 Absent (Fullen)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board refers the application from Ben Atkins to amend the text of the Smyth County Zoning Ordinance by adding Section 3.4.2 uses permitted with Special Use Permit (in the Commercial District) L) Petroleum, Fuel Oil, or Propane Storage for purposes of distribution is referred to the Ordinance Committee for study and recommendation.

Vote: 6 Yea

1 Abstention (Fullen)

(Note: The Smyth County Planning Commission recommended approval of said application)

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 said application from Davidson Construction to rezone from Agricultural/Rural to Residential a tract of land being approximately 1.6 acres and identified by tax map number 76-A-143 B and approximately 3.4 acres of tax map number 76-A-143.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the recommendation of the Smyth County Planning Commission on application from Virginia Fonda for Special Use Permit to construct and operate an automotive sales and service establishment on their property located at 324 Quarter Branch Road contingent upon the installation of a 6 foot high privacy fence screened to one side.

Vote: 5 Yea

2 Nay (Staley and Roberts)

The Chairman continued the matter of an application from Freedom Tabernacle Baptist Church for a Special Use Permit to construct three (3) multifamily dwelling units on a tract of land located in Atkins, Virginia, and currently owned by Roy McNeil as recommended by the Smyth County Planning Commission.

Earl McClure, Smyth County Planning Commission Chairman, appeared to present the Board a list of special areas the Planning Commission plans to look at in the near future.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, the matter of Wilderness Proposal for Smyth County is continued to the April 8th Board of Supervisors meeting.

Vote: 4 Yea

3 Nay (Roberts, Perry, Blevins)

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to solicit public input on proposed Community Development Block Grant (CDBG) applications to be submitted to the Virginia Department of Housing and Community Development on the Dry Well Replacement Program.

Approximately nineteen citizens were present.

Scott Booth, representing Mount Rogers Planning District Commission was present.

No one spoke either for or against said proposal.

The Chairman closed the public hearing.

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

The Smyth County Board of Supervisors authorized the submittal of all documents required for application for the Dry Well Replacement Program to be funded from the Virginia Community Development Block Grant Program.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to solicit public input on proposed Community Development Block Grant (CDBG) applications to be submitted to the Virginia Department of Housing and Community Development on the Micro-Enterprise Loan Program.

Approximately nineteen citizens were present.

Phil Black, appeared to answer questions concerning the Micro-Enterprise Loan Program.

Rob Edwards appeared to speak in favor of said program.

The Chairman declared the public hearing closed.

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

BE IT RESOLVED that upon the presentation of two public hearings, Smyth County Board of Supervisors has authorized Tazewell County Board of Supervisors to

apply for Virginia Community Development Block Grant Funds in the amount of \$100,000.

WHEREAS, the County of Tazewell will apply for these funds to establish a micro-enterprise development revolving loan fund that will make available loans and business technical assistance to local entrepreneurs in Tazewell and Smyth Counties. A total of \$120,000 in possible loan funds will therefore be available to assist low-income entrepreneurs and employees in these counties. The management of this project will be subcontracted to People Incorporated of Southwest, Virginia, a local non-profit agency that assists low-income residents and its affiliate corporation Southwest Virginia Community Development Financing Incorporated who will administer loan monies to qualified individuals in Tazewell and Smyth Counties.

WHEREAS, it is projected that eight (8) loans will assist low-income entrepreneurs and employees and 300 individuals will receive business technical assistance. This project will result in the retention or construction of 10 businesses either owned or operated by low-income persons and the creation of 16 or more jobs benefiting low-income individuals.

WHEREAS, the Smyth County Board of Supervisors authorizes Tazewell County Chief Administrative Official, Jim Spencer, to provide signatures for the submittal of this Virginia Community Development Block Grant proposal.

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the
following sums for the month of March 2003 expenditures out of the appropriate fund
account:

General County	\$935,000.00
Hutton Branch	\$84,042.13
Social Security Incentive Payment (Sheriff's Department)	\$119.99
Animal Damage	\$220.00
Department of Social Services	\$350,000.00
School	
Operations	\$3,100,000.00
Capital Outlay & School Debt	\$ 650,000.00

C. R. Neitch, Thomas Bridge Water Corporation, appeared to request the Board
waive the personal property tax on said property as was proposed in constitutional
amendment #2 Article X, Taxation and Finance, Section 6. The proposed amendment
authorizes the local governing body to exempt such by an ordinance and eliminates the

need for action by the General Assembly. The amendment provides that the local governing body may adopt an ordinance to exempt property used by its owner for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes. The General Assembly will continue to have authority to enact laws setting out restrictions and conditions on these tax exemptions. Following discussion, upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board refers the aforesaid request to the Ordinance Committee with the County Attorney for study and recommendation.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board approves the request from the Art League of Marion for the Board to declare the 30th Hungry Mother Festival signs as “Official Signs” in order to comply with Virginia Department of Transportation.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board appropriates the sum of \$1,000 each for the Northwood High School, Marion Senior High School, and Chilhowie High School 2003 Prom activities, subject to said request from each High School or sponsor of said prom activities.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the Board refers the matter of request to transfer the sum of \$1,919.94 from capital outlay to uniforms under the Animal Control Budget for the purchase of Body Armor Value Pack 3 each at \$89.00, subtotal \$269.97 and Threat Level II vest 3 each at \$549.99, subtotal \$1,649.97 (includes spare extended body armor carrier; hard trauma plate; coolmax tee-shirt; and body armor locker) to the Budget Committee for study and recommendation.

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and unanimously carried, the Board approves the following Notice to Proceed on the Green Hill/Shuler Hollow Sewer Line Extension:

“ Dated: February 26, 2003 To: Prillaman & Pace, Inc. 830 Brookdale Road Martinsville, Virginia 24112 (276-632-6308) Project: Green Hill/Shuler Hollow Sewer Line Extension

You are notified that the Contract Times under the above contract will commence to run on May 5, 2003. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is January 30, 2004 and the date of readiness for final payment is February 29, 2004.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to

Engineer and other identified additional insured's) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the Board appropriates a sum not to exceed \$25,000 to obtain appraisals on the Allison Gap Project/Cedars Hall projects for the remaining easements, said work to be completed within sixty days from this date.

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the Board approves the following:

IT IS AGREED by and between Norfolk Southern Railway Company, a Virginia corporation, hereinafter styled "Railway"; and

Virginia Department of Transportation, a Virginia government entity, hereinafter styled "Assignor"; and

Smyth County Board of Supervisors, a Virginia government entity, hereinafter styled "Assignee";

WITNESSETH:

WHEREAS, Assignor entered into a License Agreement with Railway, dated the 28th day of July 2002, concerning the installation of one (1) 6-inch ductile iron water pipeline encased in a 16-inch steel casting pipe and an underground 4-inch ductile iron sanitary force main encased in a 16-inch steel pipe (hereinafter called "Facilities") at Atkins, Smyth County, Virginia, (hereinafter "Agreement"); and

WHEREAS, upon completion of the installation, Assignor shall transfer ownership of the Facilities to Assignee and thereafter Assignee will be responsible for maintenance, operation and removal of the Facilities.

WHEREAS, Assignee is the correct party of interest and is the correct pay to the Agreement, and Railway is agreeable to these requests;

NOW, THEREFORE, the parties agree as follows:

1. The undersigned Assignor assigns to Assignee its interest in said Agreement, including all claims accrued or accruing to, and all rights, duties, liabilities acquired by or imposed upon Assignor under said Agreement.
2. The undersigned Assignee shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in Section 11 under said Agreement.

WITNESS:

NORFOLK SOUTHERN RAILWAY COMPANY

_____ Real Estate Manager

WITNESS:

VIRGINIA DEPT. OF TRANSPORTATION

_____ (TITLE)

WITNESS:

SMYTH COUNTY BOARD OF SUPERVISORS

_____ County Administrator

Upon motion of Mr. Perry, seconded by Ms. Neitch, and duly carried, the Board approves using Shannon Gap/Walker Creek Wells as Emergency source of water according to option given by the Virginia Department of Health in letter dated February 11, 2003, over the signature of Richard M. Puckett, P. E. Engineering Field Director Abingdon Field Office.

Vote: 6 Yea

1 Nay (Fullen)

Project reports were given by Duncan McGregor, County Engineer, on the following projects: South Fork; Groseclose Water; East Hungry Mother Water.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board approves reappointment of the following members to the Community Criminal Justice Board for an additional term of two years as requested by Leonard A. Farmer, Director:

William H. Price; Chuck McHugh; Ida Ashbrook; Kevin Tiller; Honorable Birg E. Sergeant; Honorable Elizabeth S. Willis; Honorable Suzanne K. Fulton.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves a refund in the amount of \$81.00 to Andrew L. Williams 720 Hickory Lane Marion, Virginia 24354 for 2002 Personal Property.

Suzanne Jennings, Chairperson for the Budget Committee, gave the Board the following recommendations:

1. Recommended upfront the sum of \$150,000 to the Smyth County School Board

for the waste water treatment plant to be replaced at the Rich Valley Elementary/Northwood Middle School.
2. Recommended a part time person be employed in the General Registrar's Office for 32 hours per week at the sum of \$9.00 per hour. Upon motion of

Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves aforestated request.

3. Recommended accept the bid from J. H. Pence Company, Roanoke, Virginia on

bid for 100 chairs to be replaced in the General District Courtroom at the Smyth County Courthouse for the sum of \$15,900. Said funds to be taken from the current fiscal year budget in line item set aside for Courthouse repairs under Capital Outlay. Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the Board approves aforestated request.

Vote: 6 Yea

1 Nay (Roberts)

4. Recommended the Board waive landfill fees for construction debris that will be

brought into the landfill during renovation of the Lincoln Theatre. Mike Carter stated approximate cost would be \$1,500 to \$1,600 based on what had already been

taken into the landfill.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and unanimously carried, the Board authorizes the amount of \$10,000 be raised to \$25,000 per month in between Board Meetings for the payment of electric and telephone bills in a timely manner.

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, the Board approves transferring \$7,211.84 from Smyth County Social Services Fund to Smyth County General Fund CSA Trust Fund Early Intervention. Reimbursement for the months of September, October, and November 2002 in the CSA Trust Early Intervention Fund.

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and unanimously carried, the Board approves and appropriates the sum of \$8,945.66 for the operation of the Circuit Court Clerk's Office during the remainder of fiscal year 2002 – 2003, due to state funds being cut.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and unanimously carried, the Board approves acceptance of a planning grant in the amount of \$11,167.00 to update the Smyth County Emergency Operations Plan and the sum of \$40,394.86 from the Department of Criminal Justice for four grants beginning with 1999 - \$3,777.72; 2000 - \$7,091.62; 2001 - \$7,184.08; 2002 - \$22,340.43. Equipment proposed to be purchased is

as follows: Mobile Radios 8 @ \$3,064.00 = \$24,512.00; Portable Radios 8 @ \$847.00 = \$6,776.00; Decontamination Unit 1 @ \$3,600.00 = \$3,600.00; Battery Charger/Exerciser with Portable Radios \$5,500.00.

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.
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. (Building and Grounds Committee)
5. Strategic Plan for Smyth County Board of Supervisors.

6. Suggestion for a sterilization program by William A. Turman, Animal Control Officer, and endorsed by the Smyth County Humane Society.
(Animal Control Committee)
7. Complaints of a violation of the Zoning Ordinance by W-L Construction.

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into an executive session to discuss personnel matters as outlined in §2.2-3711 (A) (1) of the Code of Virginia, as amended.

The Chairman declared the executive session ended.

Vote: 7 Yea

0 Nay

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

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

WHEREAS, §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 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

During Citizen's Time citizens from the Pleasant Heights Subdivision appeared to inquire about their water project status. Five citizens were present. Ms. Olinger stated the project had been in progress for twenty-two years. Mr. Maiden ask if the Board could give them a date as when work would begin on the project since funding had been received in the fall of 2002. Doris Price informed the Board of the problems they had with washing clothes, etc.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board appropriates the sum of \$955.00 and authorizes the County Attorney to settle the matter of a law suit involving Randy Surber.

Vote: 4 Yea

3 Nay (Staley, Jennings, Fullen)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, the County Administrator is directed to notify all Boards, Committees, Commissions, and Authorities appointed by the Smyth County Board of Supervisors of the following policy concerning meetings:

“Committees, commissions, authorities, and boards having sub-committee meetings are requested to hold those meetings during normal office hours if staff support is needed. No remuneration will be paid for subcommittee meetings.

Any board, committee or commission desiring to have county administrative staff support present at a subcommittee meeting must make that request to the County Administrator.”

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, the County Administrator is directed to notify all boards, committees, authorities, and

commissions appointed by the Smyth County Board of Supervisors of the following policy concerning payment for meetings:

“All honorariums, stipends or attendance fees for serving on various boards, commissions, authorities and committees appointed by the Board of Supervisors will be paid an established fee on a monthly basis, regardless of the number of meetings held in that month. Travel expenses will also be paid to attend one meeting a month.”

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, effective March 1, 2003, the Board accepts the Personnel Committee recommendation to raise Amber Tilson to Grade 8 at an annual salary of \$20,248.00.

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and duly carried, effective March 1, 2003, the Board accepts the Personnel Committee recommendation to raise Heather Waddle to Grade 10 (e) at an annual salary of \$26,955.00.

Vote: 6 Yea

1 Nay (Perry)

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, effective March 1, 2003, the Board accepts the Personnel Committee

recommendation to raise Sandra Troxel to Grade 11 (d) at an annual salary of \$28,326.00.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, effective March 18, 2003, the Board accepts the Personnel Committee recommendation to raise Judy Sturgill to \$9.00 per hour for a total of 35 hours per week.

Vote: 6 Yea

1 Nay (Perry)

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, effective March 18, 2003, the Board accepts the Personnel Committee recommendation to raise Michael L. Carter to Grade 17 (g) at an annual salary of \$50,857.00.

The following comments were made: Marvin R. Perry stated he was not opposed to adjustments only opposed to the timing of said requests. Michael Roberts stated the County Administrator should use the Pay Plan for salary adjustment recommendations.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, the County Engineer is directed to contact the appropriate agencies to request closing instructions on the Cedars/Hall Sewer Project as soon as possible.

Vote: 7 Yea

0 Nay

Upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, the Board continues its meeting for a joint public hearing with the Smyth County Planning Commission on March 27th, 2003 at 7:00 p.m. and other business the Board may deem appropriate.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves the following warrant listing out of the appropriate fund accounts in the total of \$603,402.72:

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

Administration Building on Thursday, March 27, 2003, at 7:00 p.m.

PRESENT: All Board Members.

STAFF: Michael Carter, Mary Ann Evans, Jeff Campbell.

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 the following matters:

1. An application from James Patterson, Jr. for a Special Use Permit to install a Manufactured Home Park on his property located at 4655 Lee Highway. The property is zoned Agricultural/Rural and identified by tax map number 47F-1B-27.

Comments:

Dennis Blevins – disqualified himself because he works with Woodgrain from voting in anyway on this matter. Mr. Blevins spoke on behalf of Woodgrain stating their concerns for the safety of the people in the proposed park. Woodgrain wanted to go on record as opposed.

Kenneth Sled – spoke on behalf of Superior Carriers stating their concern for the safety of the people in the proposed park. He also stated they wanted to go on record as opposed.

James Patterson, Jr. – stated only one manufacturing home family would be existing on the road to Woodgrain and Superior Carriers. All the other families in the manufacturing homes would exist onto Highway number 11, therefore, he could not agree with Mr. Blevins and Mr. Sled about their concerns for safety.

2. An application from Jerry Caudill for a Special Use Permit to operate a retail store

in an existing building located at 1517 Biggins Lane. The property is zoned Agricultural/Rural and is identified by tax map number 41-5-10A.

Comments:

Jerry Caudill – stated he was a building contractor and wanted to set up a place for fence

contracting supplies.

3. An application from Jack Billings, Jr. for a Special Use Permit to expand a nonconforming use located at 8336 Lee Highway. The property is zoned Agricultural/Rural and is identified by tax map number 38-A-73.

Comments:

Fred Bales property owner stated in a letter addressed to Mr. Williams dated January 29, 2003, that he was opposed to said application.

Earl McClure asked Mr. Williams to define Automobile Junkyard.

4. A recommendation from the Smyth County Planning Commission to consider amendments to the Zoning Ordinance of Smyth County, as follows (new text is underlined)

Article V –NONCONFORMING USES AND FEATURES

Amend Section 5-6 – Alterations or Repairs to Buildings Having Nonconforming Features a building is devoted to a conforming use and is nonconforming with respect to yard, height, bulk, or area regulations of this Ordinance or other feature required by this Ordinance may be repaired, enlarged, extended or structurally altered, provided that such enlargement extension or structural alteration does not increase the degree or extent of any nonconforming feature of the building with respect to height, bulk, or area. In regard to established set-back distances, an extension or expansion of up to 50% of the existing building or structure square footage may be constructed provided the existing front lot line set-back distance is not decreased or and provided the expansion or extension complies with minimum side lot line set-back requirements.

Comment:

Mr. Clegg Williams stated the aforesaid should be presented to the full Board of Supervisors.

ARTICLE X – DEFINITIONS

Amend Section 10-44 Manufactured Home. Any structure complying with the Federal Manufacturing Housing Construction and Safety Standards or bearing a Virginia certification seal or meeting the requirements of the statewide building code and regulations on each subject which is applicable to a mobile home constructed before the state seal or federal label became effective, which is transportable in one or more sections; is eight body feet more in width and forty (40) body feet more in length in the traveling mode, or in 320 or more square feet when erected onsite; is built on a permanent chassis; is designed to be used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air conditioning, or electrical system contained in the structure.

Comment:

Donna Richardson spoke in favor of said change.

Mr. Clegg Williams stated the aforestated should be presented to the full Board of Supervisors.

The Chairman of the Board and Planning Commission declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into executive session to discuss the matter of probable litigation with legal counsel as outlined in Section 2.2-3711 (a) (7) of the Code of Virginia, as amended.

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

Vote: 7 Yea

0 Nay

Upon motion of Ms. Neitch, seconded by Ms. Jennings, 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, 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: 7 Yea

0 Nay

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board appropriates a sum not to exceed \$4,000.00 for an expert witness to work with the County Attorney on the Wand L Construction and Paving Inc.suit.

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held

at the County Administration Building on Tuesday, April 8, 2003, at 12:00

Noon.

PRESENT: All Board Members.

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

Evans; Sally Morgan and Duncan McGregor.

The Chairman called the meeting to order.

Rev. Kevin Elswick, Faith Fellowship Church led the invocation and Ms. Diane
Spence led the Pledge of Allegiance.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried,
approves the recommendation of the Budget Committee at the March 11th, 2003 Board
meeting to waive landfill fees for construction debris that will be brought to the landfill
during renovation of the Lincoln Theatre.

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, the Board approves the minutes of the March 11th, and March 27th, 2003 meetings as presented.

Tom Burkett, Smyth County Treasurer, appeared to request the Board appropriate \$1,045 during his next year (2003 – 2004) budget due a shortfall in state funding cuts. Following discussion, the Chairman referred said matter to the Budget Committee for study and recommendation.

Ken Heath, Executive Director, Marion Downtown, appeared to give the Board a report on activities for the last fiscal year on the Marion Downtown organization and request the Board for continued funding at the present level of \$5,000 for fiscal year 2003 – 2004. The Chairman referred said request to the Budget Committee for study and recommendation.

John Taminger, President, Friend of Hungry Mother State Park, appeared during Citizens Time to make the following recommendation as outlined in letter dated April 7, 2003, over the signature of John Taminger:

“After further study of the Forest Management Prescriptions for our National Forests, we do not recommend that the Prescription be changed to 7.E.1 for the National Forest land

surrounding Hungry Mother State Park. We recommend it be left as proposed in the draft Management Plan which is primarily 8.A.1.” Mr. Taminger encouraged the Board to support any future efforts to develop trails on park land.

Dr. David Wilkin, President, Virginia Highlands Community College, gave the Board a report on said college stating Smyth County enrollment at said college for FY 2001 – 2002 averaged 501 students. Dr. Wilkin requested the sum of \$34,424 for Virginia Highlands Community College during fiscal year 2003 – 2004 for operations, economic development and capital outlay. Following discussion, the Chairman referred the aforestated request to the Budget Committee for study and recommendation.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board approves East Tennessee Natural Gas request for two road bores (Meadowlark Lane and Sherwood Drive), subject to legal agreements approved by the County Attorney,

Vote: 5 Yea

1 Nay (Staley)

1 Abstention (Jennings)

The following people appeared to discuss the proposed Wilderness Resolution before the Board for adoption:

Steve Henson, Southern Appalachian Multi-Use Council – opposed to too much wilderness.

Bart Feigley – in favor of resolution.

Mark Miller – in favor of resolution.

J. J. Murray – served on VA Wilderness Committee and worked with the Biological Station at Virginia Tech – in favor of resolution.

Beth Merz and Cindy Schiffer, representing the U. S. Forest Service – was neutral in her response for the resolution but stated in the Forest Service Plan, new Wilderness areas had been proposed. Ms. Merz had invited John Barker with the Game & Inland Fishers to the meeting to answer any questions the Board may have.

Warren Pinnick – opposed to resolution due to additional restrictions placed on land.

Annie Malone – in favor of resolution.

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

WHEREAS, the national forest land in Smyth County is an important natural asset for the county and region;

WHEREAS, the existing congressionally designated Lewis Fork Wilderness in Smyth County has been and continues to be a benefit to the county and its tourism economy;

WHEREAS, the Board of Supervisors would like to have additional areas in the Jefferson National Forest protected in their natural state for their recreation, wildlife, and scenic values;

WHEREAS, Forest Road 84, State Route 650, and Forest Road 643 provide important access into this area, and

WHEREAS, the Crawfish Valley, Raccoon Branch, and Panther Knob are excellent candidates for wilderness designation.

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

1. The Board of Supervisors supports congressional wilderness designation for the Crawfish Valley, Raccoon Branch, and Panther Knob; all as shown on the attached maps dated March 11, 2003.
2. The Board of Supervisors requests that the U. S. Forest Service recommend the above referenced area for Wilderness in the Revised Forest Plan for the Jefferson National Forest currently being developed.

3. The Board of Supervisors stipulate that the Forest Road 84, State Route 650, and Forest Road 643 remain open and outside the boundary of the Wilderness.
4. The Board of Supervisors stipulates that the above mentioned areas remain Class II areas under the Clean Air Act.
5. The Board of Supervisors requests that Congress designate the above referenced national forest areas Wilderness areas for inclusion in the National Wilderness Preservation System pursuant to the Wilderness Act of 1964.

Vote: 4 Yea

2 Nay (Staley and Jennings)

1 Abstention (Fullen)

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

WHEREAS, the national forest land in Smyth County is an important natural asset for the county and region;

WHEREAS, the Board of Supervisors would like to have additional areas in the Jefferson National Forest protected in their natural state for their recreation, wildlife, and scenic values;

WHEREAS, Forest Road 84, State Route 650, and Forest Road 643 provide important access into this scenic area, and

WHEREAS, the Seng Mountain area is an excellent candidate for a National Scenic Area.

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

1. The Board of Supervisors supports a National Scenic Area designation for the Seng Mountain area, as shown on the attached map dated March 11, 2003.
2. The Board of Supervisors stipulate that the Forest Road 84, State Route 650, and Forest Road 643 remain open and outside the boundary of the National Scenic Area.
3. The Board of Supervisors stipulates that the above mentioned area remains a Class II area under the Clean Air Act.
4. The Board of Supervisors requests that Congress designate the above referenced national forest area as a National Scenic Area.

Vote: 4 Yea

1 Nay (Staley)

2 Abstentions (Jennings and Fullen)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board approves the Smyth County Planning Commission recommendation to approve application from James Patterson, Jr. for a Special Use Permit to install a Manufactured Home Park on his property located at 4655 Lee Highway.

Vote: 6 Yea

1 Nay (Perry)

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried, the Board approves the Smyth County Planning Commission recommendation to approve application from Jerry Caudill for a Special Use Permit to operate a retail store in an existing building located at 1517 Biggins Lane.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the Smyth County Planning Commission recommendation to approve

application from Jack Billings, Jr. for a special use permit to expand a nonconforming use located at 8336 Lee Highway subject to trees being planted on one side for screening.

Vote: 4 Yea

3 Nay (Staley, Perry, Jennings)

Upon motion of Ms. Jennings, seconded by Ms. Blevins, and unanimously carried, BE IT RESOLVED that the Board approves the following appropriations from the appropriate fund account:

General County	\$750,000.00
Animal Damage	\$ 150.00
On-Site Sewer	\$ 125.00
Green Hill/Shuler Hollow Sewer	\$418,124.04
Department of Social Services	\$350,000.00
School	
Operating Fund	\$3,075,000.00
School Debt & Capital Outlay	\$ 300,000.00

Con Smith representing the Smyth-Washington Regional Industrial Facilities Authority appeared to give the Board an annual report on SWIFA activities.

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

WHEREAS, the Appalachian Regional Commission (ARC) was authorized in the 1960's to aid local governments in the thirteen (13) Appalachian states; and

WHEREAS, the process has been a bottoms-up (local, state, and federal) approach; and

WHEREAS, the key to the ARC success has been the concept that ARC funds would be a boost or add-on to traditional granting agencies (EDA, Rural Development, CDBG, Hill Burton, EPA, FHA, etc.); and

WHEREAS, the local governments in the ARC region can afford to finance twenty-five percent (25%) of projects; and

WHEREAS, the proposal in the FY 2004 budget reducing ARC to a planning function, and cutting out the project funds is a (top down) fundamental change in the program; and

WHEREAS, the FY 2002 reauthorization of ARC stated that the program should be increased to \$88 million in FY 2004.

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors doth hereby and hereon declares that the ARC program as originally conceived has been a major factor in the economic, physical, and social improvements that have been documented through the thirteen states; and

BE IT FURTHER RESOLVED that the same improvements have been documented in Smyth County; and

BE IT FURTHER RESOLVED that the Appalachian Regional Commission as reauthorized in FY 2002 maintained the original commitment to the Appalachian states and the local governments therein; and

BE IT FINALLY RESOLVED that the Smyth County Board of Supervisors requests that the ARC program continue as reauthorized and be funded at the \$88 million level in FY 2004.

(Copies to be mailed to Honorable Mark R. Warner, Governor's Office; Honorable George Allen, Senator; Honorable John W. Warner, Senator; Honorable Frederick "Rick" Boucher, Congressman)

Vote: 6 Yea

1 Nay

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, James Swartz is reappointed a member of the Virginia Highlands Community College Board for a term of office beginning July 1, 2003 and expiring June 30, 2007.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and unanimously carried, the Board approves the following amended legal services agreement with Campbell, Stratton & Stanley reference Green Hill Sewer Project, subject to Rural Development concurrence:

This Agreement made this 8th day of April, 2003 between The County of Smyth, a political division of the Commonwealth of Virginia, hereinafter referred to as "Owner," and Jeffrey L. Campbell, attorney at law of Campbell, Stratton & Stanley, 121 North Church Street, Marion, Smyth County, Virginia, hereinafter referred to as "Attorney":

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

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

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

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

SECTION A – LEGAL SERVICES

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

1. Furnish 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 Development, U. S. Department of Agriculture; (f) entering into construction contracts; (g) preparation and adoption of Rules and Regulations, and rate schedules; (h) such other official action as may be necessary in connection with the financing, construction and initial operation of the system.

2. Review of construction contracts, bid-letting procedures, and surety and contractual bonds in connection therewith.
3. Preparation, where necessary, and review of deeds, easements and other right-of-way documents and other instruments for sites for pumping stations, treatment plants and other facilities necessary to the system and to provide continuous right-of-way therefor; rendering title opinions with reference thereto; and property title examinations as required by Rural Development or other lender; 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-three Thousand and No/100 Dollars (\$23,000). Said fees are to be payable upon closing with Rural Development. This fee does not include the fees and expenses associated with condemnation or litigation services.

SECTION C – OTHER PROVISIONS

This agreement was adopted and ratified by resolution of the Board of Supervisors of Smyth County at its regular meeting on April 8th, 2003.

_____ Jeffrey L. Campbell, Attorney

THE BOARD OF SUPERVISORS OF SMYTH COUNTY

BY: _____ Michael Roberts, Chairman

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

This agreement entered into this 8th day of April, 2003, by and between the Mount Rogers Planning District Commission hereinafter referred to as the “PDC” and Smyth County, Virginia hereinafter referred to as the “Grantee.”

WITNESSETH

WHEREAS, the Housing and Community Development Act of 1974, 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, 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, Smyth County, Virginia has been awarded a Department of Housing and Community Development Construction Grant, for the Dry Well Replacement Project and the general coordination of all principal participants and activities necessary to complete this grant and

WHEREAS, The Mount Rogers 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, as amended, for assistance under the Dry Well Replacement Program, which was created to provide funds to drill new wells for low-to-moderate income household whose wells have gone dry due to the drought.

II. Scope of Work Required of the PDC:

The PDC agrees to provide technical assistance to the Grantee related to the FY 2003 Virginia Community Development Block Grant, hereinafter referred to as "VCDBG," offered by the DHCD to finance the Dry Well Replacement Project, which is more specifically delineated in Section IV herein, and to do so in accordance with all terms and conditions set forth in this agreement to the satisfaction of DHC. The PDC will carry out its scope of work by working in conjunction with the Grantee, in compliance with the assurances set forth in the agreement executed between the Grantee and DHCD.

III. Time of PDC Performance:

The PDC agrees to commence performance of the activities called for herein in compliance with the terms and conditions of this agreement, on the ___ day of _____, 2003, and agrees to complete performance of the same on or before the

_____ day of _____, 2003.

IV. Duties and Responsibilities of the PDC:

The PDC agrees to provide the following planning and technical assistance activities:

General Coordination – The PDC will provide overall coordination of the administration of the project by working as a liaison between the Grantee, DHCD, and the contractors of the Dry Well Replacement Program.

General Record Keeping – The PDC will be responsible for setting up files to house all records, documentation, and correspondence associated with the VCDBG project. Specifically, the PDC, in cooperation with the Grantee, will provide initial response to all VCDBG-related correspondence and identify the proper location of all correspondence within the project files. The PDC will provide and monitor contractual execution between 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 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 VCDBG contract requirements. These will include, but not necessarily be 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 Office Building, Marion, Virginia, and an official set of financial records of the expenditures of the VCDBG money in this project.

General Record Keeping – The Grantee will house all project files in its office at the Smyth County Office Building, Marion, Virginia. The Grantee will file all correspondence only after correspondence has been reviewed for filing by the PDC. All incoming correspondence directly or indirectly related to the Dry Well Replacement Project will be opened and ready 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 VCDBG funds to be undertaken in conjunction with the Grantee's traditional audit.

VI. Method of Funding:

The Grantee agrees to pay the PDC cash consideration not to exceed Seven Hundred and Fifty Dollars (\$750.00) per completed household, which would constitute full and complete payment for the PDC's activities as stipulated in Section IV 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 Seven Hundred and Fifty Dollars (\$750.00) per completed household for the activities stipulated in Section IV. 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.

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

_____ Thomas G. Taylor

SMYTH COUNTY, VIRGINIA

_____ Edwin B. J. Whitmore, III

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, a public hearing is set for May 13, 2003, at 3:00 p.m. on proposed Enterprise Zone Amendments.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the Board approves the necessary and reasonable expenses of M. Jay Hubble to attend the Virginia Association Resource Conservation & Development annual meeting/training to be held on May 14 – 16, 2003 at the Red Lion Inn, Blacksburg, Virginia. Registration \$75.00; Motel 2 days @ \$58.00 each plus tax = \$116.00 plus tax; Mileage 140 miles @ 32 ½ cents per mile = \$45.50. Total \$236.50 plus tax on motel.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, the Board approves the necessary and reasonable expenses of M. Jay Hubble to attend the National Association of Resource Conservation and Development Councils National Conference in San Antonio, Texas to be held on July 20 – 23, 2003 at the San Antonio Marriott. Registration \$290.00; Motel 2 days @ \$151.00 each plus tax = \$302.00 plus tax; Mileage at the rate of 32 ½ cents per mile. Total \$592.00 plus motel tax and mileage.

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the County Attorney is directed to seek an Attorney General opinion concerning Thomas Bridge Water Corporation request for the Board to waive the personal property and real estate tax on said property as was proposed in constitutional amendment #2 Article X Taxation and Finance Section 6. The proposed amendment authorizes the local governing body to exempt such by an ordinance.

The Chairman referred the matter of extra help for Animal Control Department to the Budget Committee for study and recommendation, as requested by the Ordinance Committee following a request for a containment law/ordinance on dogs.

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and duly carried, the Board approves the Ordinance Committee recommendation to set a public hearing on May 13, 2003, at 3:15 p.m. concerning a text amendment to the Smyth County Zoning Ordinance by adding Section 5.42 uses permitted with Special Use Permit (in the Commercial District) L) Petroleum, Fuel Oil, or Propane Storage for purposes of distribution.

and

Article V – Nonconforming Uses and Features

Amend Section 5-6 – Alterations or Repairs to Buildings Having Nonconforming Features a building which is devoted to a conforming use and is nonconforming with respect to yard, height, bulk, or area regulations of this Ordinance or other feature required by this Ordinance may be repaired, enlarged, extended or structurally altered, provided that such enlargement extension or structural alteration does not increase the degree or extent of any nonconforming feature of the building with respect to height, bulk, or area. In regard to established set-back distance, an extension or expansion of up to 50% of the existing building or structure square footage may be constructed provided the existing front line set-back distance is not decreased or and provided the expansion or extension complies with minimum side lot line set-back requirements.

Article X – Definitions

Amend Section 10-44 Manufactured Home. Any structure complying with the Federal Manufactured Housing Construction and Safety Standards or meets the requirement of the Commonwealth of Virginia for non-certified industrialized buildings as set out in §13-VAC-5-91-120, or amendments thereto, and which is transportable in one or more sections; is eight body feet more in width and forty (40) body feet more in length in the traveling mode, or is 320 or more square feet when erected onsite; is built on a permanent chassis; is designed to be used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air conditioning, and electrical system contained in the structure.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board approves acceptance of the award of Hazard Mitigation Grant Project, River Bottom Circle and Vicinity VA 1406-173-003 in the sum of \$100,575 Federal, \$26,820 State, \$3,682 Sub grantee Administrative Costs Total Funds Obligated \$131,077.00 Local Match \$6,705.00; and the Board approves Hazard Mitigation Grant Program Grantee-Sub grantee Agreement VA 1406-173-003 and the Chairman is authorized to sign said agreement on behalf of the Board.

The matter of information to be obtained by the County Administrator on Breedlove Subdivision and Crusenberry property in reference to Nykki Wyatt's request is continued.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board sets a public hearing on April 24th, 2003, at 7:00 p.m. on the following recommendations for Zoning Code changes as follows:

- 1) Delete the text found in Sections 3-1.4, 3-2.4, 3-3.4, 3-4.4, 3-5.5 and 3-6.4 of the Smyth County Code relating to set back requirements in each zoning district of Smyth County, Virginia, and to make the requirements consistent within each of the zoning districts in the county.

2) Amend Sections 3-1.2, 3-2.2, 3-3.2, 3-4.2, 3-5.2 and 3-6.2 of the Smyth County Code to allow the erection of a residence known as a Special Care Assistance Home in each of the zoning districts in Smyth County, and to define the permissible use within each district, which may be permitted with a special use permit. This will add a new section, Section 10-27 (A) to Article X of the Code if adopted.

3) Amend Section 8.3.1 of the Smyth County Code by deleting the second un-numbered paragraph of this section and substituting the following:

The following uses are not regulated by this chapter,

a) Fences less than twelve (12) feet in height. b) retaining walls, c) landscape walls, d) signs, e) gardens f) animal shelters less than sixteen (16) square feet in area, and g) campers or recreational vehicles located and used on real property by the owner or occupant of the real property, except that these vehicles may not be used as a permanent residence. (new language is underlined)

4) Delete subsections from each of the following, Section 3-2.3 (a) 1,2, and 3; Section 3-3.3 (a) 1, 2, and 3; Section 3-4.3 (a) 1, 2, and 3; Section 3-5.3 (a) 1, 2, and 3 and replace these subsections with the following text: (new language is underlined)

- a) lots with both public water and sewer: 10,000 square feet in area, with a minimum lot width of 100 feet.
- b) lots with public water only: 15,000 square feet in area with a minimum lot width of 100 feet.
- c) lots with neither public water nor sewer: 25,000 square feet in area, with a minimum lot width of 100 feet.

Vote: 5 Yea

1 Nay (Perry)

1 Absent (Fullen)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the Board approves the following ARC Grant forms on the Groseclose Sewer Project being signed on behalf of the Board by its Chairman: ARC Form 1; Assurances; Memorandum of Understanding; Application for Federal Assistance; Certification on Debarment; Certifications Regarding Drug-Free Workplace. The County Engineer is directed to ask for funding package.

Vote: 5 Yea

2 Nay (Staley and Fullen)

The Chairman sent the matter of Moseley Architects proposal for Phase I Courthouse Study of space needs and conceptual design alternative to the Building & Grounds Committee for negotiation.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into executive session to discuss a prospective industry where no previous announcement had been made as outlined in Section 2.2-3711 (A) (5), consultation with legal counsel as outlined in Section 2.2-3711 (a) (7) of the Code of Virginia, as amended, and disposition of real estate as outlined in Section 2.2-3711 (a) (3) of the Code of Virginia, as amended.

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

Vote: 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 2.2-3712 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 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.
3. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds Committee)
4. Strategic Plan for Smyth County Board of Supervisors.
5. Suggestion for a sterilization program by William A. Turman, Animal Control Officer, and endorsed by the Smyth County Humane Society. (Animal Control Committee)
6. Complaints of a violation of the Zoning Ordinance by W-L Construction.
7. Dr. Jim Gates request from the Town of Marion for the County's participation in a joint project of building a gym. (Budget Committee)
8. Request for a transfer of \$1,919.94 from capital outlay to line item uniforms in the Animal Control Budget to purchase Body Armor. (Budget Committee)

Upon motion of Ms. Jennings, seconded by Mr. Perry, and duly carried, the Board approves the Smyth County Planning Commission recommendation to approve an application from Freedom Tabernacle Baptist Church for a Special Use Permit to

construct three (3) multifamily dwelling units on a tract of land located in Atkins, Virginia, currently owned by Roy McNeil.

Vote: 5 Yea

2 Nay (Staley and Fullen)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, the Board continues its meeting to 5:30 p.m. on April 24th, 2003, to meet with the Smyth County Industrial Development Authority and to hold a joint public hearing at 7:00 p.m. with the Smyth County Planning Commission and other matters as the Board may deem appropriate.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, the Board approves the following warrant listing from the appropriate fund account in the amount of \$778,503.33:

-

VIRGINIA: At a continued meeting held on Thursday, April 24, 2003, 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission at the County Administration Building.

PRESENT: All Board Members.

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

The Chairman called the joint public hearing to order.

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

County Administration Building on Wednesday, April 30, 2003, at 4:00
p.m.

PRESENT: All Board Members save Ms. Jennings

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

The Chairman called the joint meeting with the Smyth County School Board to
order.

Jim Sullivan, Smyth County School Superintendent, informed the Board members about the proposed Fiscal Year 2003 – 2004 School Budgets in the following amounts:

Operations \$35,978,100; School Debt and Capital Outlay \$1,756,738;

School Textbook \$319,235

Mr. Sullivan stated the budget contained a 2.25% increase in salaries. The overall budget came to a minimum of 1.3% for all employees. The cost to the county would be \$205,000.

A request for a financial officer was included in the proposed budget at a cost of \$65,000 plus fringe benefits. Also a \$10.00 increase per employee for health insurance was included.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board authorized the County Administrator to advertise the Fiscal Year 2003 – 2004 proposed School Board Budgets for a public hearing to be held on May 13, 2003, at 7:00 p.m.

Vote: 6 Yea

1 Absent (Jennings)

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

County Administration Building on Wednesday, April 30, 2003, at 4:00
p.m.

PRESENT: All Board Members save Ms. Jennings

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

The Chairman called the joint meeting with the Smyth County School Board to
order.

Jim Sullivan, Smyth County School Superintendent, informed the Board members
about the proposed Fiscal Year 2003 – 2004 School Budgets in the following amounts:

Operations \$35,978,100; School Debt and Capital Outlay \$1,756,738;

School Textbook \$319,235

Mr. Sullivan stated the budget contained a 2.25% increase in salaries. The overall budget came to a minimum of 1.3% for all employees. The cost to the county would be \$205,000.

A request for a financial officer was included in the proposed budget at a cost of \$65,000 plus fringe benefits. Also a \$10.00 increase per employee for health insurance was included.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board authorized the County Administrator to advertise the Fiscal Year 2003 – 2004 proposed School Board Budgets for a public hearing to be held on May 13, 2003, at 7:00 p.m.

Vote: 6 Yea

1 Absent (Jennings)

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

County Administration Building on Wednesday, May 29, 2003, at 3:00

p.m.

PRESENT: All Board Members save Mr. Perry.

STAFF: Michael Carter and Mary Ann Evans.

The Chairman called the work session to order.

Budget Committee Chairman Suzanne Jennings and members answered questions concerning proposed fiscal year 2003 – 2004 budgets.

Mileage recommendation for Committees and Boards were explained as placed in the proposed budget for the Board of Zoning Appeals and Smyth County Planning Commission site visits only. No mileage payments would be made for other mileage to and from committee meets. Mileage for outside of county meetings would be paid at the rate of 32 ½ cents per mile.

School Resource Officer Position eliminated in proposed budget due to grant funds being deleted.

Fire & Rescue Squad donations were discussed and the Committee stated an extra \$10,000 has been given to the Saltville Fire Department to help toward a capital purchase.

Recreations donations were also discussed.

After discussion on donation for the Rich Valley Fair Association it is recommended that \$10,000 be included in the proposed budget. Work session copies did not include any figure for the Rich Valley Fair Association.

Chamber of Commerce donation was discussed as it was double last year's appropriation, because of the tourism center being built in Chilhowie.

Funds to help toward the Town of Marion proposal for a gym was included at \$100,000, said funds not to be released until building is built.

Site Acquisition and Development funds for the Industrial Development Authority were set at \$650,000. The Committee explained that the IDA had approximated \$327,000 in a CD which would renew in July 2003, which could be used toward the purchase of site acquisitions and development.

Revenue shows that approximately \$3,2 millions to be taken from current operating funds to balance proposed 2003 – 2004 budgets.

Request that a note be placed on assessment notices that Smyth County has Zoning.

Recommended General Registrar's extra help be made full time after completion of probation period.

Funds for four (4) car replacements were included in the Sheriff's Department proposed budget in the amount of \$95,000. Software in the amount of \$80,000 was also included with the stipulation that the Towns be contacted for help in purchasing said software. Two (2) cop's positions were refunded for an additional year.

No funds were included in the proposed budget for the Fire & Rescue Squad Association.

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held

at the County Administration Building on Tuesday, June 10, 2003, at

12:00 Noon.

PRESENT: All members save Mr. Fullen.

STAFF: Edwin B. J. Whitmore, III; John H. Tate, Jr.; Michael Carter; Mary

Ann Evans; Sally Morgan and Duncan McGregor

The Chairman called the meeting to order.

Rev. Dean Smith, Pastor, New Bethel Baptist Church, led the invocation and
Clegg Williams led the Pledge of Allegiance.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried,
the Board approves May 13th, May 22nd, and May 29th, 2003 minutes as presented.

Dennis Blevins appeared to request the Board donate a sum toward the 4th of July
fireworks display.

Following discussion, upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the Board appropriates the sum of \$1,000 for the 4th of July 2003 fireworks display. Said check to be made payable to: Town of Marion, Fireworks Fund ATTN: Dixie Sheets P. O. Box 1005 Marion, VA 24354.

Vote: 5 Yea

1 Nay (Neitch)

1 Absent (Fullen)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following sums out of the appropriate fund account for June 2003 expenditures:

General County	\$900,000.00
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Animal Damage	51.80
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Department of Social Services	350,000.00
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Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following sums out of the appropriate fund account for June 2003 expenditures:

Schools

Operations \$5,506,982.64

School Debt & Capital Outlay 100,000.00

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$353,758 for the No Child Left Behind Program funds received by the Smyth County School Board for fiscal year 2002 – 2003.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board approves payment of end of fiscal year employee payroll on June 23, 2003

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following Services Agreement between Smyth County Board of Supervisors and Mount Rogers Community Services Board for mental health services to provide consulting services for inmates at the Smyth County Jail:

The Smyth County Board of Supervisors, Smyth County Sheriff's Department, and the Mount Rogers Community Services Board enter into the following agreement

regarding services to inmates at the Smyth County Jail. This agreement shall cover the period from July 1, 2003 through June 30, 2004.

1. The Mount Rogers Community Services Board through the Mental Health Center located at 416 East Main Street in Marion, Virginia, agrees to provide consultation and education to the Smyth County Sheriff's Department.
2. The Mount Rogers Community Services Board agrees to purchase and maintain professional liability insurance with the limits of at least one million dollars, and annually provide to the Sheriff and to the County Administrator evidence of such insurance.
3. The Mental Health Center will designate a staff member to provide consultation services for inmates at the Smyth County Jail on a weekly basis.

This service will take place as requested by the designated staff person (s) at the Sheriff's Department. The Mental Health Center will allocate ten hours of time per month for this purpose. If additional time beyond the ten hours per month is requested, specific authorization will be required from the Smyth County Sheriff prior to the provision of such services.

The Mental Health Center staff will advise the Smyth County Sheriff and the County Administrator if 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 inmates. 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 Service

_S/ (E. W. Cline, Jr)

Smyth County Board of Supervisors

_S/ (E. B. Whitmore, Jr.)

Smyth County Sheriff

_S/ (R. David Bradley)

A matter concerning the financial records of the Water and Sewer Fund was brought before the Board by the County Administrator and County Attorney. They reported they have consulted with Corbin Stone, CPA, of Robinson, Farmer, Cox Associates, auditors for the County. These are funds, already expended, which have been spent by the water and sewer department which exceeded the items budgeted for its operation. These amounts must be properly recorded to water and sewer accounts, as the amounts expended from these funds have exceeded the budget for this fund. To balance the accounts of the county, a loan must come from the general fund to balance the water and sewer fund for the fiscal year 2002 – 2003. The amount required, through May 31, 2003, represents not only amounts for this fiscal year, but an accumulation of charges for previous years. On proper application, some of the amounts incurred are subject to reimbursement from the state and federal government and Rural Development.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the Board approves the advancing of a loan in the amount of \$1,775,390.11 to the Water and Sewer fund of Smyth County to balance this fund through May 31, 2003, and this loan shall be recorded on the financial statement of Smyth County.

Vote: 6 Yea

1 Absent (Fullen)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the Board reappoints the following to the Board of Road Viewers for a term of office beginning upon their qualification and ending 6-30-2007:

Otis Jennings Bise, Jr.; Robert C. Mason; Charles W. Wilson; C. C. Norris; Myron DeBord;

Willard W. Blevins.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, Marvin Craig is reappointed a member of the Smyth County Industrial Development Authority for a term of office beginning upon his qualification and ending 6-30-2007.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, Sue Clear is reappointed (Parent Representative) for the Community Policy Management Team for a term of office beginning upon her qualification and ending 6-30-2004.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, Penny Dixon is reappointed (Private Provider Representative) for the Community Policy Management Team for a term of office beginning upon her qualification and ending 6-30-2004.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly 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 ending 6-30-2004.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors renews the Ameritas Group Dental Insurance for fiscal year 2003 – 2004 at the following rates:

Employee	\$21.20
Employee + One Dependent	\$43.88
Employee + Two or More Dependents	\$79.08

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

Agreement with Natural Resources Conservation Service for Emergency Watershed
Project

Agreement #69-33A-7:

COOPERATIVE AGREEMENT

LOCALLY LED CONTRACTING

This AGREEMENT, made this 10th day of June, 2003, by and between the Smyth County Board of Supervisors (hereinafter called the Sponsor (s)) and the Natural Resources Conservation Service, United States Department of Agriculture (called NRCS).

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor (s) agree to install emergency watershed protection measures to relieve hazards and damages created by (landslides) on March 17th & 18th, 2002.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following-described work, including vegetation, is to be constructed at an estimated cost of \$47,000.00.

DSR No.	Description of Work	Estimated Cost
Smyth 01	Stabilize Slide Prone Material & Slope	\$47,000.00

- B. The Sponsor will:

1. Provide 25 percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the Sponsor is estimated \$11,750.00.
2. Provide in-kind contribution (list applicable in-kind services; i.e., to design project, develop specifications and drawings, let and administer contracts, and inspect work performed). The maximum value of in-kind contribution will not exceed 25 percent of the actual cost of constructing the emergency watershed protection measures described in Section A. The value of the in-kind contribution is estimated to be \$10,000. The Sponsor will retain

records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.

3. The following individual is designated as the liaison between the Sponsor and NRCS.

Duncan C. McGregor, P.E.

121 Bagley Circle Marion, VA 24354

(276) 783-3298

4. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The

construction

plans for measures other than stream debris removal and disposal will be reviewed and approval by a Professional Engineer registered in the State of Virginia prior to submittal to NRCS.

5. Provide certification that real property rights have been obtained for

installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form SCS-ADS-78, Assurance Relating to Real Property Acquisition, as amended (no attorney's opinion is required on EWP work unless structural measures are involved).

6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
7. Contract for construction of the emergency watershed protection measures described in Section A in accordance with applicable state requirements.
8. Comply with the applicable requirements in Attachment A and B to this agreement.
9. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.
10. Provide copies of site maps to appropriate Federal and State agencies

for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract (s) for construction of the emergency watershed protection measures.

11. Ensure that requirements for compliance with environmental and/or cultural

resource laws are incorporated into the project.

12. Pay the contractor as provided in the contract (s). Submit billings for

reimbursement to NRCS on Form SF-270, Request for Advance or

Reimbursement.

13. Take reasonable and necessary actions to dispose of all contractual

and administrative issues arising out of the contract (s) awarded under

this agreement. This includes, but is not limited to, disputes, claims,

protests of award, source evaluation, and litigation that may result from

the project.

Such actions will be at the expense of the sponsor, including legal

expenses.

14. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.
15. Upon acceptance of the work from the contractor (s), assume responsibility for operation and maintenance, if applicable.
16. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the sponsor under this agreement or resulting from the work provided for in this agreement.
17. Retain all records dealing with the award and administration of contract (s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3 year period, the records are to be retained until the litigation is resolved or the end of the 3 year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited

representatives of the U. S. Department of Agriculture or cognizant audit agency for the purpose of making audit,

examination, excerpts, and transcripts

C. NRCS will:

1. Provide 75 percent of the cost of the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$32,250.00.
2. Provide the value of the Sponsor's in-kind contribution not to exceed 25 percent of the actual cost of constructing the emergency watershed protection measures described in Section A.
3. Not to be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.
4. Review and approve construction plans as identified in Section B.4 of this agreement.
5. Make payment to the Sponsor covering NRCS's share of the cost upon

receipt and approval of Form SF-270, Request for Advance or Reimbursement.

6. Be available to conduct progress checks and participate in final inspections.
7. The following individual is designated as the liaison between the Sponsor and NRCS.

Jerry D. Hughston – Technical Twyla Gendron – Administrator

75 Hampton Blvd.

1606 Santa Rosa Road, Suite 209

Christiansburg, VA 24073

Richmond, VA 23229

(540) 381-4233

(804) 287-1651

- D. It is mutually agreed that:
1. This agreement is effective the date it is fully executed by all parties to the agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
 2. The furnishing of financial and other assistance by the Service is contingent on the availability of funds appropriated by Congress

from which payment may be made and shall not obligate the Service upon failure of the Congress to so appropriate.

3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

5. This agreement may be renegotiated, amended, extended, or modified

by a written amendment as mutually agreed by both parties.

6. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

SPONSOR

By: Edwin B. J. Whitmore, III

Title: County Administrator

Date: June 10, 2003

This action authorized at an official meeting of the Smyth County Board of Supervisors on the 10th day of June, 2003, at Marion, State of Virginia.

United States Department of Agriculture

Natural Resources Conservation Service

Smyth County, Virginia - EWP Project

Cost Share Allocation Work Sheet

Installation (75%/25% Cost Share) Services (100% NRCS Cost)

Mobilization/Demobilization

Surveys

Site Preparation

Design

Structural Materials

Inspection

Vegetation

Contract preparation

Earth Work

Contract administration

Estimated value applied

Sponsor does contracting \$2,500

Sponsor does inspecting \$3,000

Sponsor does some design	\$ 500
Sponsor hauls excess waste	\$4,000
Construction cost less excess waste	<u>\$43,000</u>
Estimated Total Cost	\$53,000

Installation Estimate

Services Estimate

Hauling excess waste	\$4,000	Contracting	\$2,500
Other Construction	<u>\$43,000</u>	Design	\$ 500
		Inspection	<u>\$3,000</u>
Total	\$47,000		\$6,000

NRCS

SPONSOR

Installation 75% x \$47,000 = \$35,250 25% x \$47,000 = \$11,750

Services 100% x \$6,000 = \$ 6,000 0% x \$6,000 = \$0

\$41,250

\$11,750

Summary of In-Kind Credit Provided By Sponsor

Installation (haul excess waste) = \$4,000

Services (contracting, design, inspection) = \$6,000

Total Provided By Sponsor \$10,000

Sponsor 25% Cost Share of Installation Cost = \$11,750

In-Kind Credit Provided By Sponsor = \$10,000

Estimated Amount Due By Sponsor \$ 1,750

Vote: 5 Yea

1 Nay (Perry)

1 Absent (Fullen)

Project status reports were given on the following:

1. Hutton Branch Water Project.
2. Cedars/Hall Sewer Project.
3. Groseclose Water Project.
4. McCready Mountain Community Action Program School Bridge.
5. East Hungry Mother Creek Water.
6. Long Hollow Water Project
7. Greenwood/Pioneer Road Water Project

8. Nebo Convenience Station

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the Board approves and appropriates a sum not to exceed \$124,015.69 for Hutton Branch Water Project expenditures during the month of June 2003 as follows:

Tipton Construction Company	\$119,837.29
Dewberry & Davis, Inc.	\$ 2,546.40
Dewberry & Davis, Inc.	\$ 1,632.00

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following fiscal year 2004 Fire Programs Fund Disbursement Agreement:

This agreement, made as of the 1st day of July, 2003, 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-2004 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 and Definitions (the “Policies”) established by Virginia Fire Services Board (the “Board”); and

WHEREAS, §38.2-401 of the Code provides that monies are to be allocated from the Fund 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 service 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 funds shall be used solely for the purposes of training volunteer or career firefighting personnel; funding fire prevention and public safety education programs; constructing, improving and expanding regional or local fire service training facilities; purchasing emergency medical care and equipment for fire personnel; payment of personnel costs related to fire and medical training for fire personnel; 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 confirms by the General Assembly as

provided in §9.1-200 of the Code, and that the Executive Director or Designee is duly authorized to enter into this agreement as provided in §9.1-201 (6.) of the Code.

2. Representations of the Receiving Locality. The Receiving Locality represents to the Agency that (a) its authorized representative whose signature appears below has read and understands the referenced sections of the Code and the Policies adopted there under, as amended from time to time, which are hereby incorporated into the Agreement by reference in their entirety; (b) it agrees to comply with all applicable provisions of the Code and the Policies; and (c) it is duly authorized to execute this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.
3. Receipt of Funds. The Receiving Locality 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 years' 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 in this agreement or to such other address of which the Receiving Locality has notified the Agency in writing.

Agency: Virginia Department of Fire Programs

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.

Commonwealth of Virginia

Department of Fire Programs

BY: _____

Receiving Locality: County of Smyth County

BY: _____

Adwolfe Volunteer Fire Department made a request for a surplus Sheriff's
Department vehicle to be donated to said Department to be located at said Department for
use to go to meetings as a group instead of taking individual cars, through Mrs. Darlene
Neitch, their representative on the Board.

Following discussion, upon motion of Mrs. Neitch, seconded by Mr. Perry, and
duly carried, the Board approves aforesaid request when said vehicle becomes
available.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the County Attorney is directed to bring legal action against the following to insure compliance with the Zoning Ordinance in relation to placement of a fence: Mr. Arlen Sturgill P. O. Box 5009 Chilhowie, VA 24319 RE: Light manufacturing facility located at 311 Chestnut Ridge Road.

The following 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.
3. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds Committee)
4. Strategic Plan for Smyth County Board of Supervisors.
5. Suggestion for a sterilization program by William A. Turman, Animal Control Officer, and endorsed by the Smyth County Humane Society.

(Animal Control Committee)

6. Request to pass the resolution concerning Rail Alternatives to I-81

Conversion

into East-Coast Truck By-Pass.

Dr. David Johnson, Secretary/Executive Director, from Wytheville Community College, representing the Crossroads Institute A Rural Entrepreneurial & Educational Initiative informed the Board said organization had received over six million dollars from Rural Development Administration, Economic Development Administration, Tobacco Indemnification and Revitalization Commission, Virginia Department of Housing and Community Development, Rural Utilities Services, Wytheville Community College, Kauffman Foundation, and John E. and Jeanne T. Hughes Foundation. The Crossroads Institute will serve the region from the former Lowe's Home Improvement Warehouse in the City of Galax. The truly creative part of the Crossroads Institute is the combined entrepreneurial and learning environment to facilitate the interaction and rallying of the human resources of the region on behalf of both job seekers and potential employers/entrepreneurs. It will train; the Crossroad Institute will serve established businesses and new businesses to the community, whether these businesses come from somewhere else or are new entrepreneurial start-ups. Dr. Johnson requested the Board appoint one person to serve on the Board of Directors for the Crossroads Institute.

Following discussion, the Chairman appointed Ms. Neitch and Ms. Jennings, a committee to nominate individuals for consideration of the aforementioned position, to be selected by the Board of Supervisors and this matter is continued.

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, the Board approves the Smyth County Planning Commission recommendation to approve the application from Vicki Wilson to rezone from Commercial to Residential a tract of land located at 582 Lee Highway (formerly Wilson's Greenhouse).

(Note: John H. Tate, Jr., County Attorney, disqualified himself from discussion on the following matter because of a conflict of interest)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board approves the Smyth County Planning Commission recommendation to deny the application from Vernie & Gretchen Kendrick L. C. to rezone a tract of land located off Valley Road (the New Quarry site) from Agricultural/Rural to Industrial. The Chairman accepted comments from Mr. Kendrick prior to vote of the Board that approving said request would bring benefits to Smyth County.

Earl McClure, Chairman, Smyth County Planning Commission, presented highlights of activities of the Planning Commission during the past month.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider adoption of amendments to the Smyth County Code in the part of the Code which deals with zoning and particularly the following:

1. Amend Article III, DISTRICT REGULATIONS, §3-4 of the Commercial District created by the zoning ordinance of Smyth County, adopted January 1, 2002, and particularly to amend, §3-4.2, Uses Permitted with Special Use Permit. The amendment purposes to add additional language to §3-4.2, by including at the end of the present section, the following and additional language: “-l) Petroleum, Fuel Oil, or Propane Storage for purposes of distribution.”

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

Approximately twenty-seven citizens were present.

The Chairman declared the public hearing closed.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors amends the Smyth County Zoning Ordinance Article III DISTRICT REGULATIONS §3-4.2 Uses Permitted with

Special Use Permit by adding “ 1) Petroleum, fuel oil, or propane storage for purposes of distribution”.

Vote: 5 Yea

2 Absent (Fullen and Perry)

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 HB 1750 and an amendment to the Constitution of Virginia in Article X. Taxation, §6 (a) (6) which was adopted by the voters of the Commonwealth of Virginia on November 5, 2002. This exemption is governed by the procedures outlined in HB 1750 adopted by the General Assembly of Virginia in the 2003 legislative session, effective May 2, 2003, and requires the locality to consider at least eight (8) specific inquiries in making a decision on the issue of whether or not to provide for an exemption from taxation for Thomas Bridge Water Corporation as a non profit benevolent organization.

As provided by HB 1750, Exemptions of property from taxation under the Article of the Code of Virginia shall be strictly construed in accordance with Article X, Section 6 (f) of the Constitution of Virginia.

Thomas Bridge Water Corporation is a public service corporation chartered by the Commonwealth of Virginia. This hearing will be to exempt the corporation from the payment of taxes on real and personal property on the property of the corporation. The

property assessments are made by the State Corporation Commission of the Commonwealth of Virginia and based on the assessments, the rate of taxation for real and personal property imposed by Smyth County, Virginia is applied to fix the total taxes to Smyth County for these assessments.

The assessed value of real and personal property of Thomas Bridge Water corporation, and the amount of these taxes for the year 2002 (the property is assessed annually by the SCC), are as follows:

Real Estate: Value \$2,906,799.00 Taxes: \$20,347.59

Personal Property: Value \$ 17,081.00 Taxes: \$ 384.32

Approximately thirty (30) citizens were present.

C. R. Neitch spoke in support of an ordinance which will create a tax exempt status for Thomas Bridge Water Corporation.

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

The Chairman declared the public hearing closed.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, the County Attorney is directed to draft an ordinance to be advertised for the Thomas Bridge Water Corporation to be tax exempt from personal and real estate taxes.

Vote: 3 Yea (Roberts, Jennings, Blevins)

2 Abstained (Neitch and Staley)

2 Absent (Fullen and Perry)

Joyce Lee presented the Chairman a list of names who did not desire to be included in a substandard streets project in the Breedlove Subdivision in the Saltville area.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the County Attorney is directed to draft a few sentences informing citizens of Smyth County that the Board had adopted a Zoning Ordinance effective January 1, 2002 to be included in the Reassessment Notices to be mailed later this year.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors agreed to enter into executive session to discuss real estate as outlined in §2, 2-3711 (a) (3) of the Code of Virginia, as amended, and consultation with legal counsel as outlined in §2.2-3711 (a) (7) of the Code of Virginia, as amended.

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

Vote: 5 Yea

2 Absent (Fullen and Perry)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, 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, §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: 5 Yea

2 Absent (Fullen and Perry)

Chuck Reid made a presentation on Smyth County Water/Sewer Financial Analysis.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board continues its meeting to June 19th, 2003 at 2:30 p.m. for items they deem appropriate and for a public hearing to be held at 3:30 p.m. on the proposed Fiscal Year 2003 – 2004 General County Budgets.

Vote: 4 Yea

3 Absent (Perry, Fullen, and Jennings)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, Con Smith, Industrial Development Authority Chairman is authorized to negotiate a rent lease

with Coffman Stairs to be reported on at a continued meeting to be held on June 19, 2003.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the warrant listing in the amount of \$491,164.98 from the appropriate fund accounts.

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

County Office Building on Thursday, June 19, 2003, at 3:30 p.m.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, Jr.; Michael L. Carter; Mary Ann Evans

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 Fiscal Year 2003 – 2004 budgets for informative and fiscal planning purposes. Budgets were prepared on the basis of estimates and requests submitted to the Board of Supervisors by several offices and department heads of the County. The inclusion in the budget for any item does not constitute an obligation or commitment on the part of the Board of Supervisors of this County to appropriate any funds for that item or purpose, except as it relates to the budget for the Smyth County School Board, which is governed by §22.1-93, et seq.

Five citizens were present.

Keith Hungate appeared on behalf of the Lincoln Theatre Board to thank the Board of Supervisors for their contributions toward the restoration of the Lincoln Theatre.

No other citizen appeared to speak for or against said proposed budgets.

The Chairman asks each Supervisor for their comments:

Darlene Neitch made a request on behalf of the Commissioner of Revenue to increase line item Travel- Mileage from \$300 to \$500 and Travel – Sub. & Lodging from \$300 to \$600.

Susie Jennings made a request on behalf of the Rich Valley Fair to include \$10,000 donation and include \$65,000 for a Financial Officer position.

J. S. Staley, Jr. made a request on behalf of the E-911 System that \$165,000 (line item 011010-7000 Equipment) be carried over from fiscal year 2002 – 2003 to fiscal year 2003 – 2004 for the purchase of an analog system that procurement bids are presently being received on.

Darlene Neitch made a request that budgets be restored to fiscal year 2002 – 2003 figures as follows: Commissioner of the Revenue ($\$205,884 - \$181,560 = \$24,324.00$);

Treasurer ($\$220,755 - \$204,270 = 16,485.00$); Clerk of Circuit Court ($\$89,043 - \$79,462 = \$9,581.00$); Commonwealth Attorney ($\$304,408 - \$303,046 = \$1,362.00$) Total increase \$51,752.00; and place \$50,000 back in budget for Fire/Rescue Association Equipment Fund.

Ms. Neitch made a statement mileage should be included for Supervisors.

Marvin R. Perry made statements concerning the hiring of a financial officer, being on the Board for eighteen months wanting to get economic development going in Smyth County, and thought it premature to place the \$100,000 in the budget for the coordination of a gym project with the Town of Marion.

Wade Blevins made a request to reinstate funds at present year's level as of July 1, 2003 funding for the following constitutional officers: Commissioner of the Revenue; Treasurer, Clerk of the Circuit Court; Commonwealth Attorney; let the School Board and Mr. Sullivan work on the School Budget as they have and continue the working relationship between the Board of Supervisors and School Board.

Donnie Fullen made a request to place \$65,000 in proposed budget for a financial officer; continue the working relationship between the School Board and the Board of Supervisors; thanks the Board for consideration of the \$10,000 request for funds to be included in the proposed budget for Rich Valley Fair Association; request the amount of Friends of the Northfork be raised from \$600 to \$1,000; consider including \$50,000 for the Fire/Rescue Association Equipment Fund with rules to be outlined and given to each fire/rescue department on how funds are to be spent for capital projects only.

Michael Roberts requested the County Administrator consider input from the Smyth County School Board in a Financial Officer's job description if said position is placed in the proposed budget; explained funds in the amount of \$100,000 would not be expended for a gym until the Town of Marion built a building.

Darlene Neitch made a request for consideration of a gym being built in the Seven Mile Ford area or Highway 107 area of Smyth County; requested who owned the Lincoln Theatre. Susie Jennings stated the Lincoln Theatre, Inc. was a 501C Corporation and owned by same.

Susie Jennings stated referrals from the State of Virginia came to the Peaks of Virginia or A Corridor as it is now called for economic development referrals; thought Smyth County had a wonderful school system.

Darlene Neitch read the duties of the County Administrator as outlined in the Code of Virginia, stating his/her responsibilities on financial matters for the County, in

reference for the Board's consideration of including a Financial Officer in the fiscal year 2003 – 2004 proposed budget.

J. S. Staley, Jr. made a statement that the Board gave the Fire/Rescue Association \$50,000 a few years ago, the money was gone, and then the next year a request was made \$100,000, "where is the end".

The Chairman declared the public hearing closed.

The Board proceeded to conduct a public hearing on the proposed tax levies for fiscal year 2003 – 2004 as follows: Real Estate levy on all taxable real estate located in Smyth County, Virginia, including equalized real estate, where applicable, a unit levy of \$0.70 per \$100.00 of assessed valuation; Tax on tangible personal property and the tangible personal property of public service corporation, except rolling stock of corporations operating railroads, a unit levy of \$2.25 per \$100.00 of assessed valuation; Machinery & Tools \$1.20 per \$100.00 of assessed valuation; Tax on Category 23 items (trucks used in Interstate Commerce over 10,000 pounds) a unit levy of \$1.20 per \$100.00 of assessed valuation; Tax on Merchants Capital a unit levy of \$0.40 per \$100.00 of assessed valuation.

Approximately five citizens were present.

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

The Chairman declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, the Board approves Smyth County acting as fiscal agent for the Rich Valley Fair Association grant.

The Chairman declared this meeting continued to June 26th, 2003 at 7:00 p.m. for Board zoning matters and other matters the Board deems appropriate.

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

County Administration Building on Thursday, June 26, 2003, at 7:00 p.m.

PRESENT: All members save J. S. Staley, Jr.

STAFF: Edwin B. J. Whitmore, III; Michael L. Carter; Mary Ann Evans

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 application from Donald Cook for a Special Use Permit to install a Manufactured Home Park on his property located at 331 Firestone Road. The property is zoned Agriculture/Rural and identified by tax map number 58G-2-51.

No citizen appeared to speak either for or against said proposal.

Donald Cook appeared to state he just wanted to set a mobile home on said property to live in.

The Chairman declared the public hearing closed.

Upon motion of Ms. Jennings, seconded by Mr. Perry, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following tax levies for fiscal year 2003 -2004:

Real Estate levy on all taxable real estate located in Smyth County, Virginia, including equalized real estate, where applicable, a unit levy of \$0.70 per \$100.00 of assessed valuation; Tax on tangible personal property and the tangible personal property of public service corporation, except rolling stock of corporations operating railroads, a unit levy of \$2.25 per \$100.00 of assessed valuation; Machinery & Tools \$1.20 per \$100.00 of assessed valuation; Tax on Category 23 items (trucks used in Interstate Commerce over

10,000 pounds) a unit levy of \$1.20 per \$100.00 of assessed valuation; Tax on Merchants Capital

a unit levy of \$0.40 per \$100.00 of assessed valuation.

Susie Jennings, Budget Committee Chairperson, informed the Board of the following Committee recommendations following the public hearing on fiscal year 2003 – 2004 General County Budgets:

1. Under the Commissioner of Revenue section: Increase Travel-Mileage from \$300.00 to \$500.00; Increase Travel-Sub. & Lodging from \$300.00 to \$600.00.
2. Include \$10,000 for the Rich Valley Fair Association.
3. Include \$65,000 for a Financial Officer's Position.
4. Carry over line item 011010 – 7000 Equipment in E-911 Budget for \$165,000 to purchase an analog system.
5. Include \$50,000 for Fire/Rescue Association Equipment Fund.
6. Raise the amount of the Friends of the Northfork from \$600.00 to \$1,000.00.
7. Change Victim Witness budget to actual grant figures: Salaries & Wages \$32,446.00 to \$32,353.00 = \$93.00 deduction; Office Supplies/Equipment

\$6009.00 to \$5014.00 = \$995.00 deduction Total deduction \$1,008.00

Revenue estimate decrease by \$1,008.00 (\$47,816.00)

8. Increase of \$22,500.00 in salaries to place everyone under the Board of Supervisor's control on the pay scale with evaluations to be made on anniversary date.
9. Deny the request to restore constitutional officers budget to July 1, 2002 figures in the amount of \$51,752.00.
10. Retain mileage allowance for Supervisors and other committees as presently in effect. Mileage to be paid at 32 ½ cents per mile.

Discussion by Board Members was held as follows:

Motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, take the \$100,000.00 designated for the Town of Marion proposed gym capital expenditure to be placed under Recreation Section with no special designation for funds at the present time.

Vote: 4 Yea

1 Nay (Jennings)

1 Abstain (Fullen)

1 Absent (Staley)

Motion of Mr. Perry, seconded by Ms. Neitch, that the sum of \$65,000 be taken out of said proposed fiscal year 2003 – 2004 budget, motion failed to carry.

Vote: 3 Yea (Neitch, Perry, Blevins)

3 Nay (Fullen, Jennings, Roberts)

1 Absent (Staley)

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and duly carried, the Board

adopts Fiscal Year 2003 – 2004 General County Budgets with aforesated amendments in the

amount \$72,568,977.00.

Vote: 6 Yea

1 Absent (Staley)

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the Board

agreed to enter into executive session to discuss a real estate matter as outlined in §2.2-

(a) (3) of the Code of Virginia, as amended.

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

Vote: 6 Yea

1 Absent (Staley)

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

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

WHEREAS, §22-3712 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 certified that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 6 Yea

1 Absent (Staley)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, the Board accepts the Smyth County Industrial Development Authority's recommendation to extend Coffman Stairs, L.L.C. lease from July 7, 2003 to January 7, 2004; increase in monthly lease

from \$5,400 to \$7,400 and the company to pay an additional sum of \$1,528 per month to cover real property taxes, plus accept the full maintenance of the sprinkler system.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, the

Board

approves and appropriates the following sums for warrant listing in the amount of

\$417,750.71 for General County Expenditures and \$111.00 for Animal Damage

expenditures

during the Board Meeting of June 26, 2003.

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held

at the County Administration Building on Tuesday, June 10, 2003, at

12:00 Noon.

PRESENT: All members save Mr. Fullen.

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

The Chairman called the meeting to order.

Rev. Dean Smith, Pastor, New Bethel Baptist Church, led the invocation and
Clegg Williams led the Pledge of Allegiance.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried,
the Board approves May 13th, May 22nd, and May 29th, 2003 minutes as presented.

Dennis Blevins appeared to request the Board donate a sum toward the 4th of July
fireworks display.

Following discussion, upon motion of Ms. Jennings, seconded by Mr. Staley, and
duly carried, the Board appropriates the sum of \$1,000 for the 4th of July 2003 fireworks
display. Said check to be made payable to: Town of Marion, Fireworks Fund ATTN:
Dixie Sheets P. O. Box 1005 Marion, VA 24354.

Vote: 5 Yea

1 Nay (Neitch)

1 Absent (Fullen)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following sums out of the appropriate fund account for June 2003 expenditures:

General County	\$900,000.00
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Animal Damage	51.80
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Department of Social Services	350,000.00
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Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following sums out of the appropriate fund account for June 2003 expenditures:

Schools

Operations	\$5,506,982.64
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School Debt & Capital Outlay	100,000.00
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Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves and appropriates the sum of \$353,758 for the No Child Left Behind Program funds received by the Smyth County School Board for fiscal year 2002 – 2003.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board approves payment of end of fiscal year employee payroll on June 23, 2003

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following Services Agreement between Smyth County Board of Supervisors and Mount Rogers Community Services Board for mental health services to provide consulting services for inmates at the Smyth County Jail:

The Smyth County Board of Supervisors, Smyth County Sheriff's Department, and the Mount Rogers Community Services Board enter into the following agreement regarding services to inmates at the Smyth County Jail. This agreement shall cover the period from July 1, 2003 through June 30, 2004.

1. The Mount Rogers Community Services Board through the Mental Health Center located at 416 East Main Street in Marion, Virginia,

agrees to provide consultation and education to the Smyth County Sheriff's Department.

2. The Mount Rogers Community Services Board agrees to purchase and maintain professional liability insurance with the limits of at least one million dollars, and annually provide to the Sheriff and to the County Administrator evidence of such insurance.
3. The Mental Health Center will designate a staff member to provide consultation services for inmates at the Smyth County Jail on a weekly basis.

This service will take place as requested by the designated staff person (s) at the Sheriff's Department. The Mental Health Center will allocate ten hours of time per month for this purpose. If additional time beyond the ten hours per month is requested, specific authorization will be required from the Smyth County Sheriff prior to the provision of such services. The Mental Health Center staff will advise the Smyth County Sheriff and the County Administrator if 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 inmates. 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 Service

_S/ (E. W. Cline, Jr)

Smyth County Board of Supervisors

_S/ (E. B. Whitmore, Jr.)

Smyth County Sheriff

_S/ (R. David Bradley)

A matter concerning the financial records of the Water and Sewer Fund was brought before the Board by the County Administrator and County Attorney. They reported they have consulted with Corbin Stone, CPA, of Robinson, Farmer, Cox Associates, auditors for the County. These are funds, already expended, which have been spent by the water and sewer department which exceeded the items budgeted for its operation. These amounts must be properly recorded to water and sewer accounts, as the amounts expended from these funds have exceeded the budget for this fund. To balance the accounts of the county, a loan must come from the general fund to balance the water and sewer fund for the fiscal year 2002 – 2003. The amount required, through May 31, 2003, represents not only amounts for this fiscal year, but an accumulation of charges for previous years. On proper application, some of the amounts incurred are subject to reimbursement from the state and federal government and Rural Development.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the Board approves the advancing of a loan in the amount of \$1,775,390.11 to the Water and Sewer fund of Smyth County to balance this fund through May 31, 2003, and this loan shall be recorded on the financial statement of Smyth County.

Vote: 6 Yea

1 Absent (Fullen)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the Board reappoints the following to the Board of Road Viewers for a term of office beginning upon their qualification and ending 6-30-2007:

Otis Jennings Bise, Jr.; Robert C. Mason; Charles W. Wilson; C. C. Norris; Myron DeBord;

Willard W. Blevins.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, Marvin Craig is reappointed a member of the Smyth County Industrial Development Authority for a term of office beginning upon his qualification and ending 6-30-2007.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, Sue Clear is reappointed (Parent Representative) for the Community Policy Management Team for a term of office beginning upon her qualification and ending 6-30-2004.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, Penny Dixon is reappointed (Private Provider Representative) for the Community Policy Management Team for a term of office beginning upon her qualification and ending 6-30-2004.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly 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 ending 6-30-2004.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors renews the Ameritas Group Dental Insurance for fiscal year 2003 – 2004 at the following rates:

Employee	\$21.20
Employee + One Dependent	\$43.88
Employee + Two or More Dependents	\$79.08

Upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following Project Agreement with Natural Resources Conservation Service for Emergency Watershed Project

Agreement #69-33A-7:

COOPERATIVE AGREEMENT

LOCALLY LED CONTRACTING

This AGREEMENT, made this 10th day of June, 2003, by and between the Smyth County Board of Supervisors (hereinafter called the Sponsor (s)) and the Natural Resources Conservation Service, United States Department of Agriculture (called NRCS).

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor (s) agree to install emergency watershed protection measures to relieve hazards and damages created by (landslides) on March 17th & 18th, 2002.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following-described work, including vegetation, is to be constructed at an estimated cost of \$47,000.00.

DSR No.	Description of Work	Estimated Cost
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Smyth 01 Stabilize Slide Prone Material & Slope \$47,000.00

B. The Sponsor will:

1. Provide 25 percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the Sponsor is estimated \$11,750.00.

2. Provide in-kind contribution (list applicable in-kind services; i.e., to design project, develop specifications and drawings, let and administer contracts, and inspect work performed). The maximum value of in-kind contribution will not exceed 25 percent of the actual cost of constructing the emergency watershed protection measures described in Section A. The value of the in-kind contribution is estimated to be \$10,000. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.

3. The following individual is designated as the liaison between the Sponsor and NRCS.

Duncan C. McGregor, P.E.

121 Bagley Circle Marion, VA 24354

(276) 783-3298

4. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approval by a Professional Engineer registered in the State of Virginia prior to submittal to NRCS.
5. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form SCS-ADS-78, Assurance Relating to Real Property Acquisition, as amended (no attorney's opinion is required on EWP work unless structural measures are involved).
6. Accept all financial and other responsibility for excess costs resulting

from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

7. Contract for construction of the emergency watershed protection measures described in Section A in accordance with applicable state requirements.
8. Comply with the applicable requirements in Attachment A and B to this agreement.
9. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.
10. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract (s) for construction of the emergency watershed protection measures.
11. Ensure that requirements for compliance with environmental and/or cultural

resource laws are incorporated into the project.

12. Pay the contractor as provided in the contract (s). Submit billings for

reimbursement to NRCS on Form SF-270, Request for Advance or

Reimbursement.

13. Take reasonable and necessary actions to dispose of all contractual

and administrative issues arising out of the contract (s) awarded under

this agreement. This includes, but is not limited to, disputes, claims,

protests of award, source evaluation, and litigation that may result from

the project.

Such actions will be at the expense of the sponsor, including legal

expenses.

14. Arrange for and conduct final inspection of completed emergency

watershed

protection measures. Certify that the project was installed in accordance

with contractual requirements.

15. Upon acceptance of the work from the contractor (s), assume

responsibility

for operation and maintenance, if applicable.

16. Hold and save NRCS free from any and all claims or causes of action

whatsoever resulting from the obligations undertaken by the sponsor under this agreement or resulting from the work provided for in this agreement.

17. Retain all records dealing with the award and administration of contract

(s)

for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3 year period, the records are to be retained until the litigation is resolved or the end of the 3 year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U. S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts

C. NRCS will:

1. Provide 75 percent of the cost of the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$32,250.00.

2. Provide the value of the Sponsor's in-kind contribution not to exceed 25

percent of the actual cost of constructing the emergency watershed protection measures described in Section A.

3. Not to be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.

4. Review and approve construction plans as identified in Section B.4 of this agreement.

5. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

6. Be available to conduct progress checks and participate in final inspections.

7. The following individual is designated as the liaison between the Sponsor and NRCS.

Jerry D. Hughston – Technical Twyla Gendron – Administrator

75 Hampton Blvd.

1606 Santa Rosa Road, Suite 209

Christiansburg, VA 24073

Richmond, VA 23229

(540) 381-4233

(804) 287-1651

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to the agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
2. The furnishing of financial and other assistance by the Service is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate the Service upon failure of the Congress to so appropriate.
3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

5. This agreement may be renegotiated, amended, extended, or modified

by a written amendment as mutually agreed by both parties.

6. The program or activities conducted under this agreement will be in

compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A and B) which provide that no person in the United

States shall, on the grounds of race, color, national origin, age, sex, religion, martial status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

SPONSOR

By: Edwin B. J. Whitmore, III

Title: County Administrator

Date: June 10, 2003

This action authorized at an official meeting of the Smyth County Board of Supervisors on the 10th day of June, 2003, at Marion, State of Virginia.

United States Department of Agriculture

Natural Resources Conservation Service

Smyth County, Virginia - EWP Project

Cost Share Allocation Work Sheet

Installation (75%/25% Cost Share) Services (100% NRCS Cost)

Mobilization/Demobilization

Surveys

Site Preparation

Design

Structural Materials

Inspection

Vegetation

Contract preparation

Earth Work

Contract administration

Estimated value applied

Sponsor does contracting \$2,500

Sponsor does inspecting \$3,000

Sponsor does some design \$ 500

Sponsor hauls excess waste \$4,000

Construction cost less excess waste \$43,000

Estimated Total Cost \$53,000

Installation Estimate

Services Estimate

Hauling excess waste \$4,000

Contracting \$2,500

Other Construction \$43,000

Design \$ 500

Inspection \$3,000

Total \$47,000 \$6,000

NRCS

SPONSOR

Installation 75% x \$47,000 = \$35,250 25% x \$47,000 = \$11,750

Services 100% x \$6,000 = \$ 6,000 0% x \$6,000 = \$0

\$41,250

\$11,750

Summary of In-Kind Credit Provided By Sponsor

Installation (haul excess waste) = \$4,000

Services (contracting, design, inspection) = \$6,000

Total Provided By Sponsor \$10,000

Sponsor 25% Cost Share of Installation Cost = \$11,750

In-Kind Credit Provided By Sponsor = \$10,000

Estimated Amount Due By Sponsor \$ 1,750

Vote: 5 Yea

1 Nay (Perry)

1 Absent (Fullen)

Project status reports were given on the following:

1. Hutton Branch Water Project.
2. Cedars/Hall Sewer Project.
3. Groseclose Water Project.
4. McCready Mountain Community Action Program School Bridge.
5. East Hungry Mother Creek Water.
6. Long Hollow Water Project
7. Greenwood/Pioneer Road Water Project
8. Nebo Convenience Station

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the Board approves and appropriates a sum not to exceed \$124,015.69 for Hutton Branch Water Project expenditures during the month of June 2003 as follows:

Tipton Construction Company	\$119,837.29
Dewberry & Davis, Inc.	\$ 2,546.40
Dewberry & Davis, Inc.	\$ 1,632.00

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following fiscal year 2004 Fire Programs Fund Disbursement Agreement:

This agreement, made as of the 1st day of July, 2003, 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-2004 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 and Definitions (the “Policies”) established by Virginia Fire Services Board (the “Board”); and

WHEREAS, §38.2-401 of the Code provides that monies are to be allocated from the Fund 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 service 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 funds shall be used solely for the purposes of training volunteer or career

firefighting personnel; funding fire prevention and public safety education programs; constructing, improving and expanding regional or local fire service training facilities; purchasing emergency medical care and equipment for fire personnel; payment of personnel costs related to fire and medical training for fire personnel; 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 confirms by the General Assembly as provided in §9.1-200 of the Code, and that the Executive Director or Designee is duly authorized to enter into this agreement as provided in §9.1-201 (6.) of the Code.
2. Representations of the Receiving Locality. The Receiving Locality represents to the Agency that (a) its authorized representative whose signature appears below has read and understands the referenced sections of the Code and the Policies adopted there under, as amended from time to time, which are hereby incorporated into the Agreement by reference in their entirety; (b) it agrees to comply with all applicable provisions of the Code and the Policies; and (c) it is duly authorized to execute this

Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

3. Receipt of Funds. The Receiving Locality 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 years' 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 in this agreement or to such other address of which the Receiving Locality has notified the Agency in writing.

Agency: Virginia Department of Fire Programs

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.

Commonwealth of Virginia

Department of Fire Programs

BY: _____

Receiving Locality: County of Smyth County

BY: _____

Adwolfe Volunteer Fire Department made a request for a surplus Sheriff's Department vehicle to be donated to said Department to be located at said Department for use to go to meetings as a group instead of taking individual cars, through Mrs. Darlene Neitch, their representative on the Board.

Following discussion, upon motion of Mrs. Neitch, seconded by Mr. Perry, and duly carried, the Board approves aforesated request when said vehicle becomes available.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the County Attorney is directed to bring legal action against the following to insure compliance with the Zoning Ordinance in relation to placement of a fence: Mr. Arlen Sturgill P. O. Box 5009 Chilhowie, VA 24319 RE: Light manufacturing facility located at 311 Chestnut Ridge Road.

The following 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.
3. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds Committee)
4. Strategic Plan for Smyth County Board of Supervisors.
5. Suggestion for a sterilization program by William A. Turman, Animal Control Officer, and endorsed by the Smyth County Humane Society. (Animal Control Committee)
6. Request to pass the resolution concerning Rail Alternatives to I-81 Conversion into East-Coast Truck By-Pass.

Dr. David Johnson, Secretary/Executive Director, from Wytheville Community College, representing the Crossroads Institute A Rural Entrepreneurial & Educational Initiative informed the Board said organization had received over six million dollars from Rural Development Administration, Economic Development Administration, Tobacco Indemnification and Revitalization Commission, Virginia Department of Housing and

Community Development, Rural Utilities Services, Wytheville Community College, Kauffman Foundation, and John E. and Jeanne T. Hughes Foundation. The Crossroads Institute will serve the region from the former Lowe's Home Improvement Warehouse in the City of Galax. The truly creative part of the Crossroads Institute is the combined entrepreneurial and learning environment to facilitate the interaction and rallying of the human resources of the region on behalf of both job seekers and potential employers/entrepreneurs. It will train; the Crossroad Institute will serve established businesses and new businesses to the community, whether these businesses come from somewhere else or are new entrepreneurial start-ups. Dr. Johnson requested the Board appoint one person to serve on the Board of Directors for the Crossroads Institute.

Following discussion, the Chairman appointed Ms. Neitch and Ms. Jennings, a committee to nominate individuals for consideration of the aforementioned position, to be selected by the Board of Supervisors and this matter is continued.

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, the Board approves the Smyth County Planning Commission recommendation to approve the application from Vicki Wilson to rezone from Commercial to Residential a tract of land located at 582 Lee Highway (formerly Wilson's Greenhouse).

(Note: John H. Tate, Jr., County Attorney, disqualified himself from discussion on the following matter because of a conflict of interest)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board approves the Smyth County Planning Commission recommendation to deny the application from Vernie & Gretchen Kendrick L. C. to rezone a tract of land located off Valley Road (the New Quarry site) from Agricultural/Rural to Industrial. The Chairman accepted comments from Mr. Kendrick prior to vote of the Board that approving said request would bring benefits to Smyth County.

Earl McClure, Chairman, Smyth County Planning Commission, presented highlights of activities of the Planning Commission during the past month.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider adoption of amendments to the Smyth County Code in the part of the Code which deals with zoning and particularly the following:

1. Amend Article III, DISTRICT REGULATIONS, §3-4 of the Commercial

District created by the zoning ordinance of Smyth County, adopted January 1,

2002, and particularly to amend, §3-4.2, Uses Permitted with Special Use Permit. The amendment purposes to add additional language to §3-4.2, by including at the end of the present section, the following and additional

language: “-1) Petroleum, Fuel Oil, or Propane Storage for purposes of distribution.”

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

Approximately twenty-seven citizens were present.

The Chairman declared the public hearing closed.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors amends the Smyth County Zoning Ordinance Article III DISTRICT REGULATIONS §3-4.2 Uses Permitted with Special Use Permit by adding “ 1) Petroleum, fuel oil, or propane storage for purposes of distribution”.

Vote: 5 Yea

2 Absent (Fullen and Perry)

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 HB 1750 and an amendment to the Constitution of Virginia in Article X. Taxation, §6 (a) (6) which was adopted by the voters of the Commonwealth of Virginia on November 5, 2002. This exemption is governed by the procedures outlined in HB 1750 adopted by the General

Assembly of Virginia in the 2003 legislative session, effective May 2, 2003, and requires the locality to consider at least eight (8) specific inquiries in making a decision on the issue of whether or not to provide for an exemption from taxation for Thomas Bridge Water Corporation as a non profit benevolent organization.

As provided by HB 1750, Exemptions of property from taxation under the Article of the Code of Virginia shall be strictly construed in accordance with Article X, Section 6 (f) of the Constitution of Virginia.

Thomas Bridge Water Corporation is a public service corporation chartered by the Commonwealth of Virginia. This hearing will be to exempt the corporation from the payment of taxes on real and personal property on the property of the corporation. The property assessments are made by the State Corporation Commission of the Commonwealth of Virginia and based on the assessments, the rate of taxation for real and personal property imposed by Smyth County, Virginia is applied to fix the total taxes to Smyth County for these assessments.

The assessed value of real and personal property of Thomas Bridge Water corporation, and the amount of these taxes for the year 2002 (the property is assessed annually by the SCC), are as follows:

Real Estate:	Value	\$2,906,799.00	Taxes:	\$20,347.59
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Personal Property:	Value	\$ 17,081.00	Taxes:	\$ 384.32
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Approximately thirty (30) citizens were present.

C. R. Neitch spoke in support of an ordinance which will create a tax exempt status for Thomas Bridge Water Corporation.

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

The Chairman declared the public hearing closed.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, the County Attorney is directed to draft an ordinance to be advertised for the Thomas Bridge Water Corporation to be tax exempt from personal and real estate taxes.

Vote: 3 Yea (Roberts, Jennings, Blevins)

2 Abstained (Neitch and Staley)

2 Absent (Fullen and Perry)

Joyce Lee presented the Chairman a list of names who did not desire to be included in a substandard streets project in the Breedlove Subdivision in the Saltville area.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the County Attorney is directed to draft a few sentences informing citizens of Smyth County

that the Board had adopted a Zoning Ordinance effective January 1, 2002 to be included in the Reassessment Notices to be mailed later this year.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors agreed to enter into executive session to discuss real estate as outlined in §2, 2-3711 (a) (3) of the Code of Virginia, as amended, and consultation with legal counsel as outlined in §2.2-3711 (a) (7) of the Code of Virginia, as amended.

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

Vote: 5 Yea

2 Absent (Fullen and Perry)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, 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, §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: 5 Yea

2 Absent (Fullen and Perry)

Chuck Reid made a presentation on Smyth County Water/Sewer Financial Analysis.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board continues its meeting to June 19th, 2003 at 2:30 p.m. for items they deem appropriate and for a public hearing to be held at 3:30 p.m. on the proposed Fiscal Year 2003 – 2004 General County Budgets.

Vote: 4 Yea

3 Absent (Perry, Fullen, and Jennings)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, Con Smith, Industrial Development Authority Chairman is authorized to negotiate a rent lease with Coffman Stairs to be reported on at a continued meeting to be held on June 19, 2003.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the warrant listing in the amount of \$491,164.98 from the appropriate fund accounts.

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

County Office Building on Thursday, June 19, 2003, at 3:30 p.m.

PRESENT: All Board Members.

STAFF: Edwin B. J. Whitmore, Jr.; Michael L. Carter; Mary Ann Evans

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 Fiscal Year 2003 – 2004 budgets for informative and fiscal planning purposes. Budgets were prepared on the basis of estimates and requests submitted to the Board of Supervisors by several offices and department heads of the County. The inclusion in the budget for any item does not constitute an obligation or commitment on the part of the Board of Supervisors of this County to appropriate any funds for that item or purpose, except as it relates to the budget for the Smyth County School Board, which is governed by §22.1-93, et seq.

Five citizens were present.

Keith Hungate appeared on behalf of the Lincoln Theatre Board to thank the Board of Supervisors for their contributions toward the restoration of the Lincoln Theatre.

No other citizen appeared to speak for or against said proposed budgets.

The Chairman asks each Supervisor for their comments:

Darlene Neitch made a request on behalf of the Commissioner of Revenue to increase line item Travel- Mileage from \$300 to \$500 and Travel – Sub. & Lodging from \$300 to \$600.

Susie Jennings made a request on behalf of the Rich Valley Fair to include \$10,000

donation and include \$65,000 for a Financial Officer position.

J. S. Staley, Jr. made a request on behalf of the E-911 System that \$165,000 (line item 011010-7000 Equipment) be carried over from fiscal year 2002 – 2003 to fiscal year 2003 – 2004 for the purchase of an analog system that procurement bids are presently being received on.

Darlene Neitch made a request that budgets be restored to fiscal year 2002 – 2003 figures as follows: Commissioner of the Revenue ($\$205,884 - \$181,560 = \$24,324.00$);

Treasurer ($\$220,755 - \$204,270 = 16,485.00$); Clerk of Circuit Court ($\$89,043 - \$79,462 = \$9,581.00$); Commonwealth Attorney ($\$304,408 - \$303,046 = \$1,362.00$) Total increase \$51,752.00; and place \$50,000 back in budget for Fire/Rescue Association Equipment Fund.

Ms. Neitch made a statement mileage should be included for Supervisors.

Marvin R. Perry made statements concerning the hiring of a financial officer, being on the Board for eighteen months wanting to get economic development going in

Smyth County, and thought it premature to place the \$100,000 in the budget for the coordination of a gym project with the Town of Marion.

Wade Blevins made a request to reinstate funds at present year's level as of July 1, 2003 funding for the following constitutional officers: Commissioner of the Revenue; Treasurer, Clerk of the Circuit Court; Commonwealth Attorney; let the School Board and Mr. Sullivan work on the School Budget as they have and continue the working relationship between the Board of Supervisors and School Board.

Donnie Fullen made a request to place \$65,000 in proposed budget for a financial officer; continue the working relationship between the School Board and the Board of Supervisors; thanks the Board for consideration of the \$10,000 request for funds to be included in the proposed budget for Rich Valley Fair Association; request the amount of Friends of the Northfork be raised from \$600 to \$1,000; consider including \$50,000 for the Fire/Rescue Association Equipment Fund with rules to be outlined and given to each fire/rescue department on how funds are to be spent for capital projects only.

Michael Roberts requested the County Administrator consider input from the Smyth County School Board in a Financial Officer's job description if said position is placed in the proposed budget; explained funds in the amount of \$100,000 would not be expended for a gym until the Town of Marion built a building.

Darlene Neitch made a request for consideration of a gym being built in the Seven Mile Ford area or Highway 107 area of Smyth County; requested who owned the Lincoln

Theatre. Susie Jennings stated the Lincoln Theatre, Inc. was a 501C Corporation and owned by same.

Susie Jennings stated referrals from the State of Virginia came to the Peaks of Virginia or A Corridor as it is now called for economic development referrals; thought Smyth County had a wonderful school system.

Darlene Neitch read the duties of the County Administrator as outlined in the Code of Virginia, stating his/her responsibilities on financial matters for the County, in reference for the Board's consideration of including a Financial Officer in the fiscal year 2003 – 2004 proposed budget.

J. S. Staley, Jr. made a statement that the Board gave the Fire/Rescue Association \$50,000 a few years ago, the money was gone, and then the next year a request was made \$100,000, "where is the end".

The Chairman declared the public hearing closed.

The Board proceeded to conduct a public hearing on the proposed tax levies for fiscal year 2003 – 2004 as follows: Real Estate levy on all taxable real estate located in Smyth County, Virginia, including equalized real estate, where applicable, a unit levy of \$0.70 per \$100.00 of assessed valuation; Tax on tangible personal property and the tangible personal property of public service corporation, except rolling stock of corporations operating railroads, a unit levy of \$2.25 per \$100.00 of assessed valuation;

Machinery & Tools \$1.20 per \$100.00 of assessed valuation; Tax on Category 23 items (trucks used in Interstate Commerce over 10,000 pounds) a unit levy of \$1.20 per \$100.00 of assessed valuation; Tax on Merchants Capital a unit levy of \$0.40 per \$100.00 of assessed valuation.

Approximately five citizens were present.

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

The Chairman declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and unanimously carried, the Board approves Smyth County acting as fiscal agent for the Rich Valley Fair Association grant.

The Chairman declared this meeting continued to June 26th, 2003 at 7:00 p.m. for Board zoning matters and other matters the Board deems appropriate.

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

County Administration Building on Thursday, June 26, 2003, at 7:00 p.m.

PRESENT: All members save J. S. Staley, Jr.

STAFF: Edwin B. J. Whitmore, III; Michael L. Carter; Mary Ann Evans

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 application from Donald Cook for a Special Use Permit to install a Manufactured Home Park on his property located at 331 Firestone Road. The property is zoned Agriculture/Rural and identified by tax map number 58G-2-51.

No citizen appeared to speak either for or against said proposal.

Donald Cook appeared to state he just wanted to set a mobile home on said property to live in.

The Chairman declared the public hearing closed.

Upon motion of Ms. Jennings, seconded by Mr. Perry, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following tax levies for fiscal year 2003 -2004:

Real Estate levy on all taxable real estate located in Smyth County, Virginia, including equalized real estate, where applicable, a unit levy of \$0.70 per \$100.00 of assessed valuation; Tax on tangible personal property and the tangible personal property of public service corporation, except rolling stock of corporations operating railroads, a unit levy of \$2.25 per \$100.00 of assessed valuation; Machinery & Tools \$1.20 per \$100.00 of assessed valuation; Tax on Category 23 items (trucks used in Interstate Commerce over 10,000 pounds) a unit levy of \$1.20 per \$100.00 of assessed valuation; Tax on Merchants Capital
a unit levy of \$0.40 per \$100.00 of assessed valuation.

Susie Jennings, Budget Committee Chairperson, informed the Board of the following Committee recommendations following the public hearing on fiscal year 2003 – 2004 General County Budgets:

1. Under the Commissioner of Revenue section: Increase Travel-Mileage from \$300.00 to \$500.00; Increase Travel-Sub. & Lodging from \$300.00 to \$600.00.
2. Include \$10,000 for the Rich Valley Fair Association.
3. Include \$65,000 for a Financial Officer's Position.

4. Carry over line item 011010 – 7000 Equipment in E-911 Budget for \$165,000 to purchase an analog system.
5. Include \$50,000 for Fire/Rescue Association Equipment Fund.
6. Raise the amount of the Friends of the Northfork from \$600.00 to \$1,000.00.
7. Change Victim Witness budget to actual grant figures: Salaries & Wages \$32,446.00 to \$32,353.00 = \$93.00 deduction; Office Supplies/Equipment \$6009.00 to \$5014.00 = \$995.00 deduction Total deduction \$1,008.00
Revenue estimate decrease by \$1,008.00 (\$47,816.00)
8. Increase of \$22,500.00 in salaries to place everyone under the Board of Supervisor's control on the pay scale with evaluations to be made on anniversary date.
9. Deny the request to restore constitutional officers budget to July 1, 2002 figures in the amount of \$51,752.00.
10. Retain mileage allowance for Supervisors and other committees as presently in effect. Mileage to be paid at 32 ½ cents per mile.

Discussion by Board Members was held as follows:

Motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, take the \$100,000.00 designated for the Town of Marion proposed gym capital

expenditure to be placed under Recreation Section with no special designation for funds at the present time.

Vote: 4 Yea

1 Nay (Jennings)

1 Abstain (Fullen)

1 Absent (Staley)

Motion of Mr. Perry, seconded by Ms. Neitch, that the sum of \$65,000 be taken out of said proposed fiscal year 2003 – 2004 budget, motion failed to carry.

Vote: 3 Yea (Neitch, Perry, Blevins)

3 Nay (Fullen, Jennings, Roberts)

1 Absent (Staley)

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and duly carried, the Board

adopts Fiscal Year 2003 – 2004 General County Budgets with aforesated amendments in the

amount \$72,568,977.00.

Vote: 6 Yea

1 Absent (Staley)

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and duly carried, the Board

agreed to enter into executive session to discuss a real estate matter as outlined in §2.2-3711

(a) (3) of the Code of Virginia, as amended.

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

Vote: 6 Yea

1 Absent (Staley)

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and duly carried, BE IT

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

WHEREAS, the Smyth County Board of Supervisors has convened an executive

meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, §22-3712 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 certified that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 6 Yea

1 Absent (Staley)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, the Board

accepts the Smyth County Industrial Development Authority's recommendation to extend

Coffman Stairs, L.L.C. lease from July 7, 2003 to January 7, 2004; increase in monthly lease

from \$5,400 to \$7,400 and the company to pay an additional sum of \$1,528 per month to cover real property taxes, plus accept the full maintenance of the sprinkler system.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, the Board

approves and appropriates the following sums for warrant listing in the amount of

\$417,750.71 for General County Expenditures and \$111.00 for Animal Damage expenditures

during the Board Meeting of June 26, 2003.

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the

County Administration building on Tuesday, July 8, 2003, at 12:00 Noon

PRESENT: All Board Members

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

The Chairman called the meeting to order.

Ms. Suzanne Jennings led the invocation and Heather Waddle led the Pledge of Allegiance.

Phillip Hynes announced that General Dynamics Armament and Technical Products will expand in Smyth County. The investment will allow the company to relocate its Resin Transfer Molding (RTM) operation to its existing Marion, Virginia facility, creating 75 new jobs at the present time and up to 125 jobs at the first of next year.

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, the Board approves minutes of June 10th, 2003, June 19th, 2003, and June 26th, 2003 as presented.

During Citizens Time Nikki Wyatt appeared to state a group of citizens were interested in finding a piece of land in Smyth County to raise a garden to help the food banks in Smyth County and citizens who may need food. Also she was displeased with the rezoning of property behind her house for a man to let his daughter live in a mobile home, now the mobile home was being rented to someone else.

Jack Billings appeared during Citizens Time concerning a water problem. The Chairman requested Mr. Billings to come back to the Water/Sewer Committee meeting on the 4th Tuesday of July, to discuss said matter.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Board appropriates the following sums out of the appropriate fund accounts for July 2003:

General County

\$1,421,000.00

Department of Social Services \$375,000.00 (July 2003)

\$ 35,000.00 (August 1st – 12th, 2003)

Schools

Operations \$2,050,000.00

Textbook Fund \$ 66,417.85

Capital Outlay & School Debt \$ 670,000.00

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves the warrant listing in the amount of \$1,041,365.20 for the month of July 2003.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves the necessary and reasonable expenses of Board Members and the County Administrator who may desire to attend the Local Government Conference to be held on August 10th – 12th, 2003 and the Virginia Association of Counties meeting on November 9th – 11th, 2003 at the Homestead.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board approves the advancing of a loan in the amount of \$205,826.12 for the month of June 2003 to the Water and Sewer fund of Smyth County to balance this fund, and this loan shall be recorded on the financial statement of Smyth County.

Vote: 7 Yea

0 Nay

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves Grant Number 04-G9569VW03 in the amount of \$47,816.00 for the Victim Witness Program during fiscal year 2003 – 2004.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves Grant Number 04-D3676AD03 in the amount of \$31,757 (\$23,818 Federal Funds \$7,939 Local Match) for a School Resource Officer during fiscal year 2003 – 2004.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves Grant Number 04-D3762AD03 in the amount of \$31,757 (\$23,818

Federal Funds \$7,939 Local Match) for a School Resource Officer during fiscal year 2003 – 2004.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and unanimously carried, the Board approves Amendment II to Agreement for Engineering Services on Allison Gap/Saltville Wastewater Project with Anderson & Associates, Inc. as follows in the amount of \$19,000.00:

INTRODUCTION: By agreement dated October 3, 2001, Anderson & Associates, Inc. (Engineer) agreed to provide services to Smyth County (Owner) related to the Allison Gap/Saltville Wastewater Project. Due to excessive bids received on all divisions of the project, we have been authorized by Owner to restructure, redesign, and rebid the project. These services are outside of the original agreement as defined in Section A 2.01 of the referenced agreement. Therefore, Owner authorization is needed for additional engineering costs as outlined herein for the following revisions.

SCOPE OF SERVICES: Scope of Services shall include redesign where applicable on all divisions, restructuring of Division I to allow for smaller contracts and more construction time, and review of the specifications for any potential savings that can be found. The attached project schedule outlines what steps we are proposing to take from now through construction. Details involved in each step that has additional engineering associated with them are outlined below:

1. Redesign/Restructure of Plans and Specifications.

In this step, we will be using the information we have received from contractors, suppliers, and other sources on how we can maximize our available funding for the work needed in this project. This will include redesign issues, reworking the specifications, splitting contracts into more phases, and submitting the plans and contract documents for additional regulatory reviews that will be required as a result of the revisions. As noted in the Rural Development (RD) letter of May 5, 2003, we will also be developing new project budget figures and project planning factors which correspond to the revised project phases.

2. Approval of Plans and Specifications.

Here we will be addressing the comments and questions the regulatory and funding authorities may have while reviewing the revised plans and specifications and budget figures. We will also be revising the documents per any comments and resubmitting until approval to proceed with advertising to rebid has been achieved. Additional funding applications would be processed at this time as well.

3. Advertise for Bids.

Once the projects have been advertised for bid, we will be addressing contractor questions and concerns. There will also be a prebid conference held, during which we will discuss each project phase with all interested contractors and representatives from other interested parties.

4. Open Bids.

The bids will be opened publicly in the Smyth County Administration Building in sequence to correspond to the number of phases or divisions. We anticipate five separate divisions at this point. We will be opening the bids, reading the results, and gathering all of the necessary information from the various low bid contractors in order to make recommendations on award of construction contracts.

5. Review Bids/Negotiations

We will review the bids for accuracy and make sure that everything needed to fulfill the bid requirements has been received. This step will include negotiations with the low bid contractors if necessary and if costs are feasible,

completing arrangements with the funding agencies to finalize the funding needed to construct the various divisions.

Additional Services: Additional Services not included in this scope of services may be provided for an additional fee upon authorization.

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. Preliminary schedule is attached.

COMPENSATION: We propose to be compensated on an hourly basis at the billing rates outlined in the original agreement. These fees will not exceed \$19,000 without prior approval.

ATTACHMENTS: The following items shall be deemed as integral part of this Agreement:

Attachment I – Project Schedule with cost breakdown. (On file in Board Minutes)

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.

OWNER: Smyth County

BY: S/ _____

ENGINEER: Anderson &
Associates

BY: S/ _____

Vote: 5 Yea

2 Nay (Staley and Perry)

Upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried, the Board approves and appropriates the sum of \$80,426.24 to Prillman & Pace for Green Hill/Shuler Hollow Sewer Project during the month of July 2003.

Status reports were given on water/sewer projects by Duncan McGregor, County Engineer.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, the Board approves September 11, 2003 as being set for a Wellness Day Health Fair for county employees to take part in and the Board approve payment of \$30.00 each for all full time employees who take part in the Wellness Day Health Fair Program.

The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Request of M. Richard Walker, Commissioner of the Revenue, for a personal

property tax refund in the amount of \$2,079 to Sunrise International Leasing Corporation.

3. Request from Nebo Community Center Board to become owners of the old Nebo

School either by lease or donation. (Building & Grounds Committee)

4. Strategic Plan for Smyth County Board of Supervisors.

5. Public hearing set on proposed ordinance to exempt Thomas Bridge Water

Corporation from payment of real and personal property taxes to be held at

3:00 p.m. on August 13th, 2003.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the matter of suggestion for a sterilization program by William A. Turman, Animal Control Officer is ordered dropped from the agenda.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the matter of request to pass the resolution concerning Rail Alternatives to I-81 Conversion into East-Coast Truck By-Pass is ordered dropped from the agenda.

The Chairman directed a public hearing be set for September 9th, 2003 at 4:30 p.m
in the Board of Supervisors meeting room for the Board's consideration to abandon
Route 783.

The Chairman directed a public hearing be set for September 9th, 2003 at 5:00
p.m. – 6:00 p.m. in the Board of Supervisors meeting room for the Board's consideration
on proposed revisions of the Secondary Roads Six Year Improvement Plan for fiscal year
2004 – 2005 thru 2009 – 2010.

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, BE
IT RESOLVED that the Smyth County Board of Supervisors endorses the following
resolution in Support of U. S. Route 58 Completion Plan as adopted by the Mount Rogers
Planning District Commission:

WHEREAS, the Legislation which authorized the financing and construction of
U. S. Route 58 was passed in 1989; and

WHEREAS, the Legislation only authorized the sale of bonds to finance one-half
of the cost to construct the needed improvements; and

WHEREAS, the entire project was envisioned to be completed in ten years; and

WHEREAS, only one hundred sixty-two miles have been completed to date; and

WHEREAS, all the financing authorized for the project has been committed; and

WHEREAS, the remaining two hundred seventeen miles appears to be forgotten in the rush to build the Coalfield Expressway; and

WHEREAS, both projects are economic development stimulators; and

WHEREAS, U. S. Route 58 appears to be following a pattern of other unfinished primary roads in the Mount Rogers Planning District; and

WHEREAS, the Governor of Virginia has stated that the new way of building roads in Virginia would include financing to complete the job;

NOW, THEREFORE, BE IT RESOLVED that the Mount Rogers Planning District Commission doth hereby and hereon declare that a completion plan for U. S. Route 58 doesn't exist; and

BE IT FURTHER RESOLVED, that the preparation of such a plan is a political decision which includes our representatives on the Transportation Board, the House of Delegates, the State Senate, and the Governor; and

BE IT FINALLY RESOLVED, that the Mount Rogers Planning District Commission requests by word and action a completion plan be prepared and adopted for U. S. Route 58, "The Economic Development Corridor for Southern Virginia".

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried, the Board approves the recommendation of the Smyth County Planning Commission that a Special Use Permit on application from Donald Cook to install a manufactured home on property located at 331 Firestone Road with the restriction that no more manufactured homes be placed on lot 58G-2-51 without coming to the Planning Commission for review.

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the expenditure total of \$4,419,283.79 for School Debt and Capital Outlay budget during fiscal year 2002 – 2003.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors authorizes the transfer of \$99,170.21 from School Debt and Capital Outlay Budget to the Smyth County School Board Operations Budget during fiscal year 2002 – 2003.

The Chairman declared the Board Meeting continued to July 17, 2003 at 7:00 p.m. for a joint public hearing on zoning matters with the Smyth County Planning Commission and other matters as the Board may deem appropriate.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors agreed to enter executive session to consult with legal counsel as outlined in §2.2-3711 (A) (7) of the Code of Virginia, as amended.

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

Vote: 7 Yea

0 Nay

Upon motion of Mr. Staley, seconded by Mr. Perry, 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 Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Smyth County Board of Supervisors approves exemption from landfill tipping fees effective June 1, 2003 through June 30, 2004 for Project Crossroads.

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, the matter of re-establishment of a Public Service Authority is referred to the Water/Sewer Committee for study and recommendation.

Jeff Campbell, Water Attorney, informed the Board letters of offers had been mailed on the Cedars/Hall Sewer Project. He also stated nine (9) appraisal reports were left on the project.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the County Administrator is authorized to advertise a public hearing to be held on September 9th, 2003 at 5:00 p.m. to 7:00 p.m. on the Six Year Secondary Roads Plan.

Upon motion of Ms. Neitch, seconded by Mr. Perry, and unanimously carried, Ed S. Rouse is appointed a member of the Board of Road Viewers for a term of office beginning upon his qualification and ending 6-30-2007.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors hereby authorizes the Department of Transportation to close State Route 631, .2 miles East of intersection of Route 630 for the length of time necessary to complete construction of bridge repairs.

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at
the County Administration Building on Thursday, July 17, 2003, at 7:00
p.m.

PRESENT: All Board Members save Mr. Roberts.

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

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 the following
zoning
matters:

Approximately twelve (12) citizens were present.

1. An application from Rye Valley Oil Company for a Special Use Permit to
increase the size of their operation (a nonconforming use) on a tract of land

located at 5807 Charlie Taylor Road. The property is zoned Agricultural/Rural and identified by tax map numbers 70-A-52 and 70-A-52B.

Comments:

Randall Gordon stated he wanted to expand his maintenance shop and have additional warehouse space for his UPS Shipping business. He stated now there were five employees working with him, but he would be employing three additional people.

2. An application from Empire Vending, Inc. for a Special Use Permit to increase the size of their operation (a nonconforming use) on a tract of land located at 122 Peach Street. The property is zoned Residential and identified by tax map number 46B-1-32.

Comments:

Andy Blevins stated he needed additional warehouse space to house his products. He also stated he would be employing two additional people.

Pat Frye presented a petition objecting to increasing this operation as follows:

“Vendor operation is currently a very busy commercial operation with vending trucks as well

as large tractor trailer trucks going in and out during the day and various house of morning and night. This is not just a warehouse that is rarely utilized.

Harris Lane has heavy traffic already and certainly does not need more, especially a daily stream of trucks with loud engines, pollution, the noise of loading and unloading trucks and street signs being torn down due to the difficult turn onto this narrow residential street and at times causing traffic delay and sometimes loud music playing while loading and unloading trucks.

Finally and foremost this entire area (Harris Lane, Peach Street and surrounding streets) is residential and we live there because of this reason and we do not want additional noise and traffic, resulting in additional danger to neighborhood children, visiting grandchildren and the reduction of our property value, caused by a larger commercial operation in our residential subdivision.”

Twenty-six signatures were signed on the petition to reject the application.

3. An application from Atkins Oil Company to install and operate a Petroleum, fuel oil or propane storage for purposes of distribution business on a tract of land located at 6219 Lee Highway. The property is zoned commercial and identified by tax map number 49-1-4.

Comments:

Clegg Williams, Zoning Administrator, stated he had not received any comments.

Mr. Ben Atkins was in attendance and stated he planned to put a bulk storage plant at the back of his present building. He would sell oil products to local businesses and to residential customers in Smyth County.

The Chairman of the Board and Planning Commission declared the public hearing closed.

(Note: The Board reconvened its meeting to the 4th Floor Department of Social Services Board Meeting Room)

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the Board agreed to enter into executive session to consult with legal counsel as outlined in Section 2.2-3711 (a) (7), Code of Virginia, as amended.

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

Vote: 5 Yea

2 Absent (Roberts and Fullen)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the 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: 5 Yea

2 Absent (Roberts and Fullen)

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held at the

County Administration Building on Wednesday, August 13, 2003, at 12:00 Noon.

PRESENT: All Board Members save Ms. Jennings and Mr. Roberts.

STAFF: Michael Carter; John H. Tate, Jr.; Mary Ann Evans; Sally Morgan and Duncan McGregor.

The Vice Chairperson called the meeting to order.

Rev. Nouhad Melki, Atkins First Church of God, led the invocation and Amber Tilson led the Pledge of Allegiance.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the Board approves minutes of July 8th, 2003 with the following change in order for Special Use Permit application from Donald Cook ...Vote: 6 Yea 1 Nay (Staley) and change word from “manufacturing home” to “manufactured home” and approve July 17th, 2003 minutes as presented.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Board appropriates the following sums out of the appropriate fund accounts for August 2003:

Industrial Development Authority	\$181,185.00
General County	\$1,200,000.00
Animal Damage	\$ 75.00
Damage Stamp	\$ 6,507.20
Hutton Branch Project (June 10, 2003)	\$ 124,016.00
On-Site Wastewater Treatment Program	\$ 5,000.00
Green-Hill/Shuler Hollow Project	\$ 77,578.71
Department of Social Services	\$ 340,000.00
(September 1 st – 12 th , 2003)	\$ 35,000.00
Schools	
Operations	\$3,000,650.00
Textbook	\$ 7,000.00

Capital Outlay & School Debt \$ 100,000.00

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board approves the warrant listing in the amount of \$941,881.24 from the appropriate fund accounts for the month of August 2003.

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

RESOLUTION

Recognizing the County of Smyth as a member of the Mount Rogers Regional Competitiveness Partnership and Approving the Partnership's Plan to Seek Requalification under the Regional Competitiveness Act

WHEREAS, Chapter 26.3 of Title 15.1 of the Code of Virginia (the Regional Competitiveness Act of 1996) calls for creation of regional partnerships; and

WHEREAS, the regional partnerships created by the Regional Competitiveness Act are to be based upon planning district boundaries; and

WHEREAS, the Mount Rogers Regional Competitiveness Partnership/Planning District is a political subdivision whose members are the Counties of Bland, Carroll, Grayson, Smyth, Washington, and Wythe, the Cities of Bristol and Galax, and the Towns of Abingdon, Chilhowie, Damascus, Fries, Glade Spring, Hillsville, Independence, Marion, Rural Retreat, Saltville, Troutdale and Wytheville; and

WHEREAS, the Mount Rogers Regional Competitiveness Partnership will be updating the regional strategic economic development plan to identify critical needs for competitiveness in the region; and

WHEREAS, each regional partnership shall revisit the strategic plan each year and issue an annual report describing a region's progress with respect to addressing the critical issues of economic competitiveness identified in the plan; and

WHEREAS, the Mount Rogers Planning District Commission and the Mount Rogers Development Partnership Board of Directors have a diverse membership that includes a broad representation of local government, elementary and secondary education, higher education, the business community, and civic groups; and

WHEREAS, the Board of Directors of the Mount Rogers Development Partnership serves as the Advisory Group to the Mount Rogers Planning District Commission, with responsibilities for the Regional Strategic Plan and the Five-Year Action Plan; and

WHEREAS, the Regional Competitiveness incentive funds for the Mount Rogers region will be held by the Planning District Commission and allocated by the Partnership to projects that are regional in scope and impact; and

WHEREAS, the Mount Rogers Regional Competitiveness Partnership has reached the end of the first five-year qualification period and now seeks to become re-qualified as a regional competitiveness partnership under the Regional Competitiveness Act;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Smyth County hereby approves this arrangement involving the Mount Rogers Development Partnership and the Mount Rogers Planning District Commission serves as the Regional Partnership for the purposes of the Regional Competitiveness Act.

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the matter of request from Shirley C. Gordon, Chairperson, Grayson County Board of Supervisors, to recommend to legislators and Governor Warner that a representative be appointed from Southwest Virginia to serve on the Tax Commission is continued.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board adopts the following payment policy for Damage Stamp Claims as recommended by the Damage Stamp Committee:

1. The maximum amount of any claim by an individual, when the funds are not adequate to pay all claims in full, will be \$1,000. In the event that all annual claims are paid within this limit, but claims exceeding the limit, any excess funds will be apportioned to the claimants based on the total of all claims apportioned between claimants in a reasonable manner.

2. All claims will be handled on an annual basis out of the available funds on hand,

i.e., claims submitted in 2003 will be paid from the 2003 funds to the extent they

are available, considering the limit set out above, but there will be no carryover of a claim to the succeeding year, except in unusual circumstances.

3. As usual, all claims must be verified by the animal warden, and when necessary

by Walter Robinson, or a member of his staff, on more complicated issues.

Vote: 4 Yea

1 Nay (Staley)

2 Absent (Roberts and Jennings)

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the Board approves the recommendation of the Damage Stamp Committee for payment of the following claims:

Fred D. Conner, Jr. (4 acres of corn)	\$960.00
Charles W. Conner (2 acres pumpkins)	\$900.00
Melvin Powell (honey bee's)	\$422.20
John Paul Atkins (2 mules)	\$1,000.00
Ronald Cumbow (alfalfa & corn)	\$1,000.00
Glen Muncy (2 apple trees & 1 Pear tree)	\$ 45.00
Owen L. Cox, Jr. (13,000 grape vines)	\$1,000.00
E. E. Terry (200 acres corn)	\$1,000.00

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves M. Richard Walker's, Commissioner of Revenue, request for a personal property tax refund for 2000 in the amount of \$221.72 to Marilou V. Inocalla 300 Old Forge Road Chuckey, TN 37641, as recommended by the County Attorney.

Upon motion of Mr. Blevins, seconded by Mr. Perry, and duly carried, the Board approved a music festival permit for Konnarock, Green Cove, Laurel Valley Community Association to be held on September 21, 2003.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board approved a music festival permit for Adwolfe Volunteer Fire Department to be held on September 5th, 6th, and 7th, 2003.

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the Smyth County Board of Supervisors approves the Mount Rogers Community Services Board's Annual Performance Contract for Fiscal Year 2003 – 2004 as presented.

Vote: 4 Yea

3 Absent (Fullen, Roberts and Jennings)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board continues the Strategic Plan for the Smyth County Board of Supervisors for further study.

Vote: 3 Yea

2 Nay (Perry and Blevins)

2 Absent (Roberts and Jennings)

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the matter of Smyth County Board of Supervisors Rules of Procedures is continued.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, Bill Huber is reappointed as an alternate member of the Board of Appeals Virginia Statewide Uniform Building Code for a term of office beginning upon his qualification and ending 9-30-2006.

Proposed changes to the zoning ordinance on setbacks and minimum lot sizes and special care assistance homes are to be brought back up in October 2003 along with other proposed changes to the zoning ordinance by the Smyth County Planning Commission.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board approves the necessary and reasonable expenses of any Board Member or County Administrator who may desire to attend the Annual 53rd Virginia Transportation Conference on October 15th – 17th, 2003 in Lexington, Virginia.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board authorizes the refund of \$1,000 to the Virginia Department of Transportation for easement on State Route 622 concerning Billings's conveyance to Smyth County in 2001.

The County received a total of \$159,318 through two grants from the Virginia Department of Emergency Management through the Homeland Security Department. A recommendation to utilize these funds for installation of computerized equipment and mapping software for Fire, EMS, and Police Department has been made. A demonstration of proposed equipment will be held on August 25, 2003 in the Board of Supervisors meeting room at 6:00 p.m. All Board Members were invited to the demonstration. The Vice Chairperson continued this matter for discussion until its August 28th, 2003 meeting.

The Vice Chairperson requested the Assistant County Administrator mail a copy of the Fire and Rescue Capital Equipment Fund proposed rules to each Smyth County Fire and Rescue unit requesting their comments, said matter to be continued to the August 28, 2003 Board of Supervisors meeting.

The Vice Chairperson continued the matter of proposed Water Contract with the Town of Marion to the Board's August 28th, 2003 meeting.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board approves a refund in the amount of \$50.00 to Gregory Dave McFarlane 213 Longhorn Lane Marion, VA 24354 for connection fee because he could not be served by the Hutton Branch Project.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and duly carried, the Board approves payment in the amount of \$9,000 to Norfolk Southern Railway Company (\$1,000 to cover the insurance fee and \$8,000 for a one-time license fee) on the Groseclose project.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and duly carried, the Board approves and appropriates a sum not to exceed \$45,000 for supplemental funding for approximately twelve (12) to fourteen (14) additional connections on the Hutton Branch Water Project.

Upon motion of Mr. Fullen, seconded by Mr. Perry, and duly carried, the Board approves and appropriates supplemental funding on the following flood related projects:

1. McCready Head start Bridge - \$29,000.
2. Nebo Landslide - \$46,000.
3. River Bottom House Acquisition - \$135,000.

Line items to be created in the fiscal year 2003 – 2004 general county budget for said projects.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board approves the County Engineer having Thompson & Litton draft a letter for Smyth County to request the Virginia Department of Transportation consider installing a portion of the water lines during proposed road construction improvement for Route 610 on Long Hollow Water Project.

Vote: 4 Yea

1 Nay (Fullen)

2 Absent (Roberts and Jennings)

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and duly carried, the Board approves the amount of \$34,000 payable out of general water funds to Dewberry & Davis, Inc. for work on the Green Hill/Shuler Hollow project...invoices dated 6-10-2002 \$31,202.00 and 10-07-2002 \$2,798.00.

Vote: 4 Yea

1 Nay (Perry)

2 Absent (Roberts and Jennings)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board agreed to enter into executive session to discuss property acquisition as outlined in §2.2-3711 (a) (3) of the Code of Virginia, as amended.

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

Vote: 4 Yea

3 Absent (Fullen, Roberts, and Jennings)

Upon motion of Mr. Staley, seconded by Mr. Blevins, 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, §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: 5 Yea

2 Absent (Jennings and Roberts)

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the County Engineer is empowered to negotiate for an option on a parcel of land for a sum not to exceed \$2,500 for a two (2) year option for a water source study.

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the County Engineer is directed to offer citizens of River Bottom Circle \$1,000 less on each parcel of property based on original determination of fair compensation of said property. The \$1,000

from each parcel is to be used for title search, legal fees, etc. Funds for River Bottom Circle is to be received from FEMA funds related to the flood.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board approves acceptance of a one time grant #04-A4401BY00 for the Smyth County Sheriff's Department in the amount of \$6,667.00 (Federal \$5,000 Local \$1,667) from the Department of Criminal Justice Services for the purchase of 15 Millennium Chemical Biological Gas Mask @ \$233.00 each; 10 Helmet Mounts for Night Vision Equipment @ \$181.00 each; and 10 35mm Cameras @ \$136.20. Local funds to be paid by the Smyth County Sheriff's Department out of Drug Funds.

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. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds Committee)

4. Public hearing to be held on September 9, 2003, at 4:30 p.m. to consider abandonment of Route 783 near Seven Mile Ford. Route was an access to the Smyth County landfill and is/was located off of Route 643 approximately 0.95 miles north of the intersection of Route 643 and Route 642 (Seven Mile Ford), serves no public necessity and is no longer necessary as part of the Secondary System of State Highways.

5. Joint public hearing on the proposed revision of the Secondary Roads Six-Year Improvement Plan for fiscal year 2004 – 2005 thru 2009 – 2010 will be held on September 9, 2003 between 5:00 p.m. – 6:00 p.m.

Earl McClure, Smyth County Planning Commission Chairman, presented the Board July 2003 activity report for the Smyth County Planning Commission.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and duly carried, the Board approves the Smyth County Planning Commission recommendation for approval on the application from Rye Valley Oil Company for a Special Use Permit to increase the size of their operation (a nonconforming use) on a tract of land located at 5807 Charlie Taylor Road,

Sugar Grove, Virginia.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves the Smyth County Planning Commission recommendation for approval with the following restrictions: no outside storage of equipment, no playing the radio, no unnecessary running of engines, and to load the trucks inside the building when possible on the application from Empire Vending Inc. for a Special Use Permit to increase the size of their operation (a nonconforming use) on a tract of land located at 122 Peach Street, Marion, Virginia.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and duly carried, the Board approves the Smyth County Planning Commission recommendation to approve application from Atkins Oil Company to install and operate a Petroleum, fuel oil or propane storage for purposes of distribution business on a tract of land located at 6219 Lee Highway, Atkins, VA.

Upon motion of Mr. Perry, seconded by Mr. Staley, and duly carried, the matter of discussion on Big Horn Estates recreation development variance granted by Planning Commission of a lot designated as a permanent residence is continued to August 28th, 2003 Board Meeting.

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board informed Jim Sullivan, Superintendent, Smyth County School Board to leave the \$150,000 loan request in the Literary Loan and the Board would up-front said funds until the Literary Loan Funds were approved and repayment could be made to the Smyth County Board of Supervisors.

Pursuant to notice duly published in a local newspaper the Board proceeded to conduct a public hearing to consider adoption of an ordinance to exempt Thomas Bridge Water Corporation, 586 Thomas Bridge Road, Marion, VA 24354, from the payment of

real and personal property taxes payable to Smyth County, Virginia as permitted by §58.1-3651 of the Code of Virginia of 1950, as amended.

Three citizens were in attendance.

No one appeared to speak for or against said proposal.

The Vice-Chairperson declared the public hearing closed.

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

Amendment to the Smyth County Code, Chapter 34, Finance and Taxation,

by adding a new section, to be designated as §34-5

Introduction: The Board of Supervisors adopts an ordinance, pursuant to the provisions of §58.1-3651 of the Code of Virginia, as amended, to exempt the real and personal property of Thomas Bridge Water Corporation, a public service corporation chartered by the Commonwealth of Virginia, from the payment of personal property tax and real estate tax payable to Smyth County, Virginia for tax years beginning January 1, 2003.

Language and specifics: The intent of this proposal shall be accomplished by adding a new section to the Smyth County Code, as follows:

New Section: §34-5 Tax Exempt Status of Thomas Bridge Water Corporation

(a) The Board of Supervisors has determined, after a public hearing, that the Thomas Bridge Water Corporation is presently exempt from taxation under §501 (c) of the Internal Revenue Code of 1954, and because of its unique operational procedures, qualifies as a benevolent organization pursuant to the requirement §58.1-3651 of the Code of Virginia.

(b) Smyth County, Virginia hereby designates Thomas Bridge Water Corporation as exempt from taxation by Smyth County, Virginia on its real and personal property by designation, and not by classification.

(c) Beginning January 1, 2003, the real and personal property of Thomas Bridge Water Corporation, 586 Thomas Bridge Road, Marion, Virginia 24354, shall be exempt from real and personal property taxation by Smyth County, Virginia.

(d) Unless modified or repealed, this ordinance shall be effective upon the adoption thereof, and shall further exempt the real and personal property of Thomas Bridge Water Corporation from such taxes for subsequent tax years.

Upon motion of Mr. Perry, seconded by Mr. Fullen, and duly carried, the Board directs the County Administrator to advertise a public hearing to be held on September 9, 2003 at 3:00 p.m. concerning the establishment of a Technology Zone.

During Citizen's time Richard Rush requested the Board make funds available for the engineering study for the sewer line on the Hungry Mother Creek Project.

Steve Buston, Resident Engineer, Department of Transportation, informed the Board a public hearing would be held on October 21, 2003 at Southwest Virginia Community College on Primary Roads.

The Vice Chairperson continues its meeting to August 28, 2003 at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission on Zoning Matters and others matters the Board may deem appropriate.

VIRGINIA: At the continued meeting of the Smyth County Board of Supervisors held at the County Administration Building on Thursday, August 28, 2003,

at 7:00 p.m.

PRESENT: All Board Members save Mr. Fullen.

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

Sally Morgan and Duncan McGregor.

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 an application from Stella Shuler for a Special Use Permit to expand the size of Little Village Mobile Home Park (a nonconforming use) by adding thirteen rental spaces. The property is located at Branchwood and Breezewood Lanes. It is zoned Agricultural/Rural and identified by tax map number 64-A-72A.

Approximately twenty (20) citizens were present.

Clegg Williams read a letter from Jackie Blevins stating opposition to additional lots being added to the Little Village Mobile Home Park that joined their property.

Clegg Williams stated he received an e-mail from Planning Commission Member, Amy Tuell, stating she was opposed to additional spaces being added to the Little Village Mobile Home Park.

Duncan McGregor stated upon completion of the Green Hill/Shuler Hollow Sewer project, access for current manufactured homes as well as any future sites developed in the Little Village Mobile Home Park will be available. Mr. McGregor stated Jeff Spickard, Project Manager, Dewberry & Davis, Inc., stated design notes for the sewer pump station on the Green Hill/Shuler Hollow Sewer Project showed more than enough capacity for the eighteen connections.

Dennis Shuler stated they plan to expand within the boundary of the land they owned.

Julia Robinson, a neighbor on Needmore Road, stated she opposed the expansion because of the following: water pressure to her property now was low; property value of her property would decrease further; drug problems in mobile home park; fighting; fireworks all year long; inappropriate dress from people who now live in mobile home park; trash lying around; and property not mowed.

Joe Murray stated he was opposed.

Mr. & Mrs. Fred Murray stated they were opposed, and stated the safety factor as one reason.

The Chairman's of the Smyth County Planning Commission and the Board of Supervisors declared the public hearing closed.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, the matter of request to approve a refund in the amount of \$219.17 for building permit #24201 is continued for further information.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board approves acceptance of two grants in the total of \$159,318 from Virginia Department of Emergency Management through the Homeland Security Department for the purchase of sixty (60) laptop computers to be used in police cars, fire and rescue vehicles, subject to the County Attorney's review of said grant. Charlie Harrington stated there were enough funds left for two (2) years payment of maintenance of the software, after that period of time approximately \$6,000 per year would be required to maintain software maintenance agreement. Laptop computers would be the responsibility of the department after warranty period for any maintenance.

The Board was informed no response had been received from fire and rescue departments concerning the proposed Fire and Rescue Equipment Fund Rules. The Chairman continued adoption of proposed rules.

Upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the Board appropriates an additional sum of \$45,000 for the General County expenditures during the month of August 2003.

The Chairman continued the matter of proposed water contract with the Town of Marion.

The Chairman continued the matter of a variance granted to Joey and Sandra Pruitt by the Smyth County Planning Commission of a lot designated as a permanent residence in the Big Horne Estates Recreation Development.

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and duly carried, John R. Doyle, P. O. Box 1424, Chilhowie, VA 24319 is appointed a member of the Crossroads Institute for a term of office to be established at the Institute's initial meeting on September 15, 2003. Terms will be established for two (2), three (3), or four (4) years. After the initial term of office, terms will be for four (4) years.

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the Board sets a public hearing to consider a joint Smyth County/Saltville Enterprise Zone.

Mark Fenyk, Attorney, for the Town of Marion, appeared to request the Board consider including all of the Town of Marion boundaries in the Technology Zone draft ordinance. The Chairman continued aforesaid matter.

Michael Perdue requested information as to how the proposed technology zone would affect already established businesses. The Chairman informed Mr. Perdue that a public hearing would be set at a later date and that matter would be discussed.

Patsy Roark and Barbara Holmes appeared before the Board to discuss payments offered to citizens at River Bottom Circle received from FEMA related to the flood. Following discussion, upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the Board rescinds its motion of August 13, 2003, to offer \$1,000 less on each parcel of property based on original determination of fair compensation for said property and that the original determination of fair compensation for each property be offered.

Additional legal fees to be paid by the county over and above the remaining \$5,000 in FEMA funding.

Vote: 5 Yea

1 Nay (Staley)

1 Absent (Fullen)

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held
at the County Administration Building on Tuesday, September 9, 2003,

at 12:00 Noon.

PRESENT: All Board Members

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

Evans; Sally Morgan and Duncan McGregor.

The Chairman called the meeting to order.

Rev. Darrell Lambert, Grosses Creek Baptist Church, led the invocation, and
Sandra L. Troxel led the Pledge of Allegiance.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried,
the Board approves minutes of the August 13th, and August 28th, 2003 minutes as
presented.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves the following request: Smyth County 911 Office issued a request for proposal to replace its 911 phone equipment. Reviewing committee received two bids and recommends Sprint as the winning bidder for the sum of \$121,000. The E-911 Wireless Board will pay \$34,972, leaving the County paying \$86,128 which will come from the 911 Surcharge. Mr. Shannon Williams stated said amount was budgeted in the current budget.

Ken Heath, Executive Director, Marion Downtown Revitalization Association, Inc., appeared before the Board to encourage the Board to establish a local tax abatement ordinance to encourage the preservation, rehabilitation, and redevelopment of historic commercial structures in downtown Marion Special Service District. Mr. Heath stated we have all read about the Architectural Review Boards in other communities that strictly enforce development to keep the historic character of a district. The proposal would serve as a “Carrot” instead of a punitive “stick”, hopefully encouraging appropriate and sympathetic improvements to the building stock and allowing owners the opportunity to recapture some of their investment while creating new opportunities for businesses and jobs. Reassessments would continue to be attached to the initial value, and owners would be expected to pay normal increases.

Following discussion, the Chairman referred the aforesated to the County Attorney to review and this matter is continued.

Doris Smith, representing the Homemakers Club, appeared to extend an invitation for the Board Members to have lunch with them on October 14, 2003 at 11:00 a.m. at the Smyth Farm Bureau Building.

M. Jay Hubble, appeared to give a presentation on the South Fork Holston EQIP Project. Mr. Hubble stated some of the South Fork Holston River Accomplishments were BMP Demonstrations; Stream bank Stabilization Demo; Kids Fishing Day; and Volunteer Water Quality Monitoring. Some of the Resource Issues of the EQIP Project were Sediment from pastureland; livestock access to streams; loss of riparian vegetation along streams; and nutrient loading to streams. Goals of the EQIP Project are as follows: Protect 30 miles of stream riparian area by limiting livestock access through the installation of 100 livestock watering systems; Protect 30 miles of stream by establishing riparian areas and excluding livestock; Install resource management systems on 4,500 acres of poor and heavily overgrazed pastureland and 4,500 acres of fair pastureland; and Reduce nutrient loading of nitrogen by 18,000 lbs. and phosphorus by 6,000 lbs. per year. Partners with the EQIP

Project are: Friends of the South Fork Holston River; Evergreen Soil and Water

Conservation District; Holston River Soil and Water Conservation District; Tennessee Valley Authority. Agencies with the EQIP Project are: USDA Natural Resources Conservation Service; USDA Farm Service Agency; Virginia Department of Forestry; Virginia Department of Conservation and Recreation.

Tony Bible appeared to request the Board appropriate and approve the sum of \$165.00 for advertising the annual Rabies Clinic in the Saltville Progress and Smyth County News Messenger.

Following discussion, upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, aforesated request is approved.

Upon motion of Mr. Blevins, seconded by Mr. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following sums for the month of September 2003 expenditures:

General County	\$900,000.00
Animal Damage	\$ 926.00
Green Hill/Shuler Hollow Sewer Project	\$ 99,718.49
Department of Social Services	\$340,000.00

October 1 st . – Oct. 13 th	\$ 35,000.00
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Schools

Operation	\$2,300,000.00
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Textbook	-0-
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Capital Outlay & School Debt	-0-
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Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves the warrant listing in the amount of \$501,059.77 out of the appropriate fund accounts.

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, the Board approves the request of M. Richard Walker, Commissioner of Revenue, for a personal property tax refund in the amount of \$38.25 payable to Lettie V. “Pokey” Harris and Steven P. Harris, upon recommendation of the County Attorney.

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

the Board approves a refund request in the amount of \$219.17 from the Building Inspection Department to Joel and Misty Pugh 680 Snider Branch Road Marion, Virginia.

The County Attorney informed the Board the Sam Bishop Trust Fund was left by a will of Mr. Bishop to purchase free text books for students at the Riverside High School which is no longer in existence. It has amounted to \$1144.29.

Following discussion, to observe the intent of Mr. Bishop's gift, upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, the Board directs the County Administrator draw a check in the amount of \$1144.29 payable to Smyth-Bland Regional Library, which serves all the citizens of the County, to be used by the Library for the purchase of books to be used by the citizens of Smyth County, and recognize the intent of Mr. Bishop in establishing the fund.

Vote: 5 Yea

1 Nay (Perry)

1 Abstention (Fullen)

Upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, the matter of Aaron Lash Trust fund in the amount of \$1686.62 is referred to the Budget Committee for study and recommendation along with the County Attorney.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves the expenses of Amy Tuell, Smyth County Planning Commission member, to the Virginia Citizens Planning Association meeting to be held on October 12th – 14th, 2003, at the Omni Hotel in Charlottesville, VA. Motel – 2 days @ \$60 per day = \$120.00;

Registration \$175.00; Mileage – unknown at present.

Vote: 6 Yea

1 Abstention (Staley)

The matter of East County Spring Source Study is continued.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the Board adopts the following procedure for Distributing Multiple Projects Among Selected Contractors during a contract term:

WHEREAS, the Code of Virginia under §2.2-4301 (Chapter 43 being the Virginia Public Procurement Act) allows for competitive negotiations for contracts for professional engineering services relating to construction projects that may result in awards to more than one offer or under certain conditions, and

WHEREAS, these conditions are (1) the Request for Proposal so states and (2) the Public Body has established procedures for distributing multiple projects among the selected contractors during the contract term,

SMYTH COUNTY ESTABLISHES THE FOLLOWING PROCEDURES FOR DISTRIBUTING TO SELECTED CONTRACTORS:

The order of choosing a firm for a particular project shall be made using the following guidelines;

- (1) Order of ranking from initial proposals.
- (2) Current work load or agreements in effect in Smyth County.
- (3) If known, current work load on projects other than in Smyth County.
- (4) Past performance on similar projects in Smyth County.

Fees will be governed by procedures established by the participating funding agencies where applicable. Otherwise fees will be negotiated on a schedule agreeable to Smyth County.

Sally Morgan, discussed the proposed Saltville/Smyth County Enterprise Zone with the Board. Ms. Morgan stated a public hearing will be held on September 23rd at the Saltville Town Hall, 6:30 p.m. for citizens comments. Following discussion, upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, Marvin R. Perry is appointed to the Saltville/Smyth County Enterprise Zone Committee, with permission given to Ms. Morgan to request Con F. Smith, Industrial Development Authority Chairman, to serve on said committee.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and duly carried, the Board approves the purchase of 911 mapping system to be used in the dispatch center. Five proposals were received, reviewing committee selected GeoComm at the price of \$20,500.

Mr. Williams informed the Board Virginia 911 Wireless Board would provide 100% funding for the project.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves submission to the Department of Criminal Justice V-Stop Grant in the amount of \$35,755.07 (Federal \$26,816.33 Local \$8,938.74)

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.
3. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds)
4. Request from Shirley C. Gordon, Chairperson, Grayson County Board of Supervisors to recommend to legislators and Governor Warner that a representative be appointed from Southwest Virginia to serve on the Tax Commission.
5. Strategic Plan for Smyth County Board of Supervisors.
6. Request the Board approve Fire and Rescue Capital Equipment Fund rules.
7. Water contract with the Town of Marion.
8. Matter of variance granted to Joey and Sandra Pruitt by the Smyth County Planning Commission of a lot designated as a permanent resident in the Big Horne Estates Recreation Development.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board denies the application from Stella Shuler for a Special Use Permit to expand the size of Little Village Mobile Home Park by adding thirteen rental spaces, as recommended by the Smyth County Planning Commission.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, the matter of request from the Town of Marion concerning Campbell Avenue Sewer is continued. The County Administrator, County Engineer, and County Attorney are directed to meet with the Town Officials, then bring said matter back to the Budget Committee for consideration.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider adoption of amendments to the Smyth County Code, by amending Chapter 34, Article VII, which deals with tax exemptions, and, as amended, to create a new Technology Zone for a part of the County.

Approximately six (6) citizens were present.

No one appeared to speak.

The Chairman declared the public hearing closed.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried,
BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following
Technology Zone Ordinance:

Smyth County adopts an ordinance to amend the Smyth County Code (1995), by
amending Chapter 34, Finance and Taxation, and adding thereto new sections numbered
§34-213 through §34-220, as well as amending the title of Article VII of Chapter 34, as
set out herein.

Amend the title of Article VII, Chapter 34, of the Smyth County Code, from
“Urban Enterprise Zone Exemptions” to “Urban Enterprise Zone Exemptions and Local
Technology Zones.”

These new sections of the Smyth County Code will relate to technology zones, as
defined hereafter, by adding thereto new sections and subdivisions numbered I and II, the
new sections relating to general provisions and business incentives, such new sections
numbered §34-213 through §34-220, as set out hereafter.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF SMYTH
COUNTY:

The Code of the County of Smyth of 1995 is hereby amended and reenacted in the
wording of this title of Article VII of Title 34 as set out above, and is amended and
reenacted by adding new provisions as follows:

ARTICLE I – TECHNOLOGY ZONE – GENERAL PROVISIONS:

Section 34-213. PURPOSE:

The County of Smyth finds that the development of the industrial and commercial tax base, and more importantly, the creation of new technology-based jobs, can be encouraged by the use of local incentives. The County determines that an effective method of offering incentives for the area described in following map and text is by the creation of a technology zone, as guided and authorized by the Code of Virginia. (§58.1-3850, Local Technology Zone) The County finds the establishment of one or more technology zones will result in the creation of new jobs, thereby improving the economic prosperity of Smyth County citizens, and the economic stability of the County as a whole.

Section 34-214. ADMINISTRATION:

The Administrator of the Smyth County Technology Zone shall be the County Administrator, or his approved designee. The Administrator or designee shall determine and publish reasonable procedures to apply for the creation of a technology zone, to provide the benefits created by this article, and for the administration of these sections.

Section 34-215. DEFINITIONS;

For the purpose of this ordinance, the following words and phrases shall have the following meanings, unless another meaning is clearly indicated:

(a) TECHNOLOGY ZONE (THE ZONE) means an area of the County designated by Smyth County as a technology zone pursuant to §58.1-3850 of the Code of Virginia.

(b) QUALIFIED TECHNOLOGY BUSINESS means a business engaged in an activity or activities which constitute technologically-driven production, including but not limited to: the manufacture of advanced materials; automation and robotics; biotechnology; computer hardware and software; the manufacture of assembly of hi-tech defense products; electronic subassemblies and components; the manufacture of energy and environmental products; medical instruments; pharmaceuticals; testing and measurement devices; the manufacture or assembly of telecommunication devices; energy saving or environmental transportation products; and, products which result in systems integration.

This definition also includes any value-added manufacturing industry which uses advanced technology in a production processes, or any similar activity or activities, which is deemed appropriate for a technology zone as defined in another jurisdiction of the Commonwealth, and found as such by the Board of Supervisors.

Section 34-216. BOUNDARIES:

A technology zone shall be located within an area which is created by this and any subsequent ordinance by the Smyth County Board of Supervisors. The zone being created by this ordinance will include approximately one hundred and nineteen (119) acres located on Industrial Road, in and near the Town of Marion and shown on a

drawing filed with this ordinance, and entered on the records of the Zoning Maps of the County.

ARTICLE II. BUSINESS INCENTIVES

Section 34-217. ELIGIBILITY:

To qualify for economic benefits in a technology zone, the property owner or tenant occupying the property must be a qualified technology business, as previously defined, and shall meet the following criteria:

(a) The business must create and maintain a minimum twenty-five (25) new full-time employment positions within a one-year period, and maintain these twenty five (25) new full time jobs for a period of one-year thereafter.

(b) Each new employee of the business must be compensated at a weekly or monthly wage rate that is at least twice the currently defined Federal Minimum Wage.

(c) The business must make a new verified minimum capital investment on the property in the zone in either real estate or improvements, or of machinery and tools, of one million (\$1,000,000) dollars.

(d) If the business creates the jobs required in (a) hereof within the one-year period, the benefits to the business shall begin. However, if the business fails to maintain the new full time jobs for the additional one (1) year period, the benefits to the company provided hereby shall cease.

Section 34-218. ECONOMIC STIMULUS GRANT.

(a) Economic stimulus grant incentives may be afforded to qualified technology businesses which meet the required eligibility requirements, together with other reasonable standards which may be determined by the County Administrator or the Board of Supervisors of Smyth County.

(b) The grant shall be no more than one hundred (100%) percent of the amount of the new and increased machinery and tools taxes paid to the County, and no more than one hundred (100%) percent of the net increase in real estate taxes paid to the County.

(c) Either or both of these incentives may be offered for a period of no more than five (5) years, beginning with the tax year of the required initial investment.

(d) In the event the qualified technology business is eligible for a Economic Stimulus Grant and as a recipient of benefits in an Enterprise Zone designated by the Commonwealth of Virginia, the qualified technology business shall receive the grant or payment most favorable to the business, but not both of these benefits.

Section 34-219 ADDITIONAL DISCRETIONARY CASH GRANT

Additional discretionary grants may be awarded, determined on a case-by-case basis, and may only be offered following specific approval by the Smyth County Board of Supervisors and/or The Industrial Development Authority of Smyth County. These discretionary grants may include, but not be limited to, local matching dollars for

Governor's Opportunity Fund awards to the applicant. A qualified technology business must meet the eligibility requirement of this ordinance and any other conditions imposed by the Governor's Opportunity Fund, the Ccounty or the Industrial Development Authority to receive these additional grant incentives.

Section 34-220 FUTURE TECHNOLOGY ZONES:

Any future technology zones created by the Board of Supervisors of Smyth County, Virginia, shall be numbered in successive sections, paragraphs or sub paragraphs in this article and chapter in a manner convenient to the publication of the Smyth County Code.

Michael J. Martin appeared to request the Board accept Cole Crest Drive into the Secondary Road System. Mr. Martin stated approximately forty lots were on said Drive. Twenty-one lots did not have a home on them at the present time. Mr. Martin stated residents agreed to pay ½ of the cost for said road to be taken into Secondary System.

Following discussion, upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried, the County Administrator is directed to advertise a public hearing, after requested listing from Ms. Untiedt of landowners agreement for payment is received by the County Attorney.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a public hearing to consider abandonment of Route 783 near Seven Mile Ford, Virginia. Said route was an access to the Smyth County Landfill and is/was located off of Route 643 approximately 0.95 mile North of the intersection of Route 643 and Route 642 (Seven Mile Ford) serves no public necessity and is no longer necessary as a part of the Secondary System of State Highways.

Approximately five (5) citizens were present.

No one appeared to speak.

The Chairman declared the public hearing closed.

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

WHEREAS, a public notice was posted as prescribed under §33.1-151 Code of Virginia, announcing a public hearing to receive comments concerning abandoning the section of road described below from the secondary system of state highways, and

WHEREAS, the Commissioner of the Virginia Department of Transportation was provided the prescribed notice of this Board's intent to abandon the subject section of road, and

WHEREAS, after considering all evidence available, this Board is satisfied that no public necessity exists for the continuance of the section of Secondary Route 783 from Route 643 and Route 642, a distance of 0.95 miles, and hereby deems that section of road is no longer necessary as a part of the Secondary System of State Highways.

NOW, THEREFORE, BE IT RESOLVED, this Board abandons the above described section of road and removes it from the secondary system of state highways, pursuant to §33.1-151, Code of Virginia.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

Vote: 5 Yea

2 Absent (Fullen and Jennings)

Rees Shearer appeared to discuss the I-81 Rail resolution with the Board.

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

WHEREAS, the Interstate 81 (I-81) corridor is increasingly used by trucks carrying freight between the northeast, the Great Lakes region, the southeast and southwest; and

WHEREAS I-81 truck traffic has grown to 30 to 40 percent of total traffic – over double the design capacity for heavy trucks; and

WHEREAS, the increase in traffic congestion and accidents along the entire I-81 corridor is of utmost concern to citizens of western Virginia; and

WHEREAS two private construction groups – Fluor Virginia and STAR Solutions – have submitted conceptual proposals to the Virginia Department of Transportation (VDOT) to expand the number of lanes and other improvements on I-81; and

WHEREAS in its Fall 2002 request for proposals, VDOT asked that proposals consider “developing the corridor as a multi-modal facility, shifting a portion of future commercial traffic to rail”, and

WHEREAS, the Commonwealth of Virginia is planning the future of the I-81 corridor and those decisions contain dramatic impacts for the future of western Virginia.

THEREFORE, BE IT RESOLVED that we the members of the Board of Supervisors of Smyth County, Virginia, strongly petition for the development and promotion of rail freight and passenger alternatives as a integral and necessary component of the Interstate 81 Improvement project.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Department of Transportation on the proposed

revision of the Secondary Roads Six-Year Improvement Plan for fiscal year 2004 – 2005 thru 2009 – 2010. Update includes setting the priority listing of the counties secondary construction projects and the construction budget for the initial year of the plan for Fiscal year 2004 – 2005.

Informal meetings between Highway Representative, Board Members, and citizens were held.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the

Board continues its meeting to September 25, 2003 at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission on zoning and other matters as the Board deems appropriate.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and duly carried, the County Administrator is authorized to advertise the availability of the position of County Engineer

for Smyth County.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board establishes the following Personnel Policy effective September 1, 2003:

Effective September 1, 2003, the following new employees of Smyth County, shall be citizens of the County, or move within the County of Smyth within six (6) months from date of employment for the following administrative positions (County Administrator; Assistant County Administrator; Economic Development Coordinator; Animal Control Officer; Building Official; County Engineer; Chief Custodian; Information Systems Manager; 911 Coordinator; Zoning Administrator, and Geography Information System Manager)

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

WHEREAS, during the 2002 session of the General Assembly, legislation was passed to revise §33.1-70.1 of the Code of Virginia, to allow for the improvement and hard surfacing of certain unpaved roads deemed to qualify for and be designed a **Rural Rustic Road**; and

WHEREAS, such roads must be located in a low-density development area and have a minimum of 50 vehicles per day (vpd), and have no more than 500 vpd; and

WHEREAS, this Board is unaware of pending development that will significantly affect the existing traffic on the road; and

WHEREAS, the citizens that utilize this road have been aware of this road being paved with minimal improvements; and

WHEREAS, this Board believes Route 751 Roberts Chapel Road should be designated a Rural Rustic Road, From: Route 42 To: Dead End owing to its qualifying characteristics; and

WHEREAS, the road aforesaid is in this Board's six-year plan for improvements to its secondary system of state highways:

NOW, THEREFORE, BE IT RESOLVED, this Board hereby designates and requests VDOT's Resident Engineer to concur in the aforesaid road as a Rural Rustic Road.

BE IT FURTHER RESOLVED, this Board requests that this road be hard-surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED that a certified copy of this resolution is forwarded to the Resident Engineer for the Virginia Department of Transportation.

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

WHEREAS, during the 2002 session of the General Assembly, legislation was
passed to revise §33.1-70.1 of the Code of Virginia, to allow for the improvement and
hard surfacing of certain unpaved roads deemed to qualify for and be designated a **Rural
Rustic Road**; and

WHEREAS, such roads must be located in a low-density development area and
have a minimum of 50 vehicles per day (vpd), and have no more than 500 vpd; and

WHEREAS, this Board is unaware of pending development that will significantly
affect the existing traffic on the road; and

WHEREAS, the citizens that utilize this road have been aware of this road being
paved with minimal improvements; and

WHEREAS, this Board believes Route 666 Boxwood Lane should be designated
a Rural Rustic Road, From: Route 658 To: .53 mile North Route 658 owing to its
qualifying characteristics; and

WHEREAS, the road aforesaid is in this Board's six-year plan for improvements
to its secondary system of state highways:

NOW, THEREFORE, BE IT RESOLVED, this Board hereby designates and requests VDOT's Resident Engineer to concur in the aforesaid road as a Rural Rustic Road.

BE IT FURTHER RESOLVED, this Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution is forwarded to the Resident Engineer for the Virginia Department of Transportation.

John Sauers, a citizen from Grayson County, discussed a road transportation with the Board. Mr. Sauers idea was to develop a north/south corridor with a mid-point at Interstate 81 in Smyth County, that would connect Route 58/Grayson County and Route 16/Smyth County to Route 460/Tazewell County, and ultimately to the proposed Coalfields Expressway near the Town of Grundy in Buchanan County.

Upon motion of Ms. Neitch, seconded by Mr. Perry, and unanimously carried, Charles Harrington, Emergency Services Coordinator, is authorized to apply for grants concerning emergency service equipment.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the County Administrator is directed to meet with the Smyth County Industrial Development Authority and the Town of Saltville concerning available of cell phone service in the Battleground Industrial Park by placement of cell tower in said area.

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

SMYTH COUNTY BOARD OF SUPERVISORS – RULES OF PROCEDURE

BE IT RESOLVED, the Smyth County Board of Supervisors does hereby accept and adopt these Rules Of Procedure in order to facilitate its powers and duties in accordance with the provisions of Title 15.2, Code of Virginia 1950, as amended.

The official title of the governing body is “Smyth County Board of Supervisors”.
(Board).

ARTICLE I – Members

1.1 Members. The Smyth County Board of Supervisors consists of seven (7) members, one elected from each of the seven (7) election districts. Each member is

elected for a term of four (4) years. Terms of office of the members run concurrently

with the calendar year.

2.1 Chairperson. A Chairperson of the Board shall be elected from its members, by a

plurality vote, at the first meeting of each calendar year. The Chairperson shall preside over all meetings, represent the Board at official functions and ceremonial events, and make such appointments as are not required by law to be made by the Board as a body.

2.2 Vice Chairperson. A Vice Chairperson of the Board shall be elected from its members, by a plurality vote, at the first meeting of each calendar year. The Vice Chairperson shall preside in the absence of the Chairperson, and perform such other

duties as may be assigned by the Board.

2.3 Chairperson Pro-Tem. A Chairperson Pro-Tem may be appointed by the Chairperson or Vice Chairperson in the absence of both, before he/she leaves the

room. In the event no Chairperson Pro-Tem has been appointed, one shall be selected by the members remaining. This person shall preside in the absence of the Chairperson and Vice Chairperson.

2.4 Term of Office. The Chairperson and Vice Chairperson shall each be elected for a one year term. Either, or both, may be re-elected for one or more additional one year terms.

2.5 Clerk and Deputy Clerks. The County Administrator shall serve as Clerk to the Board. The Board may, at its first meeting of each calendar year, or as needed, designate one or more deputy clerks, who shall serve at the pleasure of the Board. Their duties shall be those set forth in Section 15.2-1539, Title 15.2, Code of Virginia 1950, as amended, and by resolution of the Board adopted from time to time.

ARTICLE III – Meetings

3.1 Annual Meeting. The first meeting held after the newly elected members of the Board have qualified, and the first meeting held of each succeeding year shall be known as the annual meeting. At such annual meeting, the Board shall establish the days, time, and places for the regular meeting of the Board

for the next twelve months. (§15,2-1416, Code of Virginia of 1950)

3.2 Regular Meetings. The Board shall meet in regular session at least once each

month upon such day or days as have been established. The Board may

subsequently establish different days, times, or places for such regular meetings

by

passing a resolution to that effect and providing the notice required by §15.2-

1416. However, when the day established as a regular meeting day falls on a

legal

holiday, the meeting shall be held on the next following regular business day,

without action of any kind by the Board. (Section 15.2-1416, Code of Virginia

1950, as amended)

3.3 Special Meetings. A special meeting of the Board may be called by the

Chairperson, and shall be called at the request of two or more members, which

request shall be in writing addressed to the Clerk of the Board, specifying the

time and place of the proposed special meeting and the matters to be discussed.

Upon receipt of the request, the Clerk shall immediately notify in writing each

member of the Board, the County Administrator, the Sheriff, and the County

Attorney to attend the special meeting at the given time and place and for the

given purpose. Such notice shall be sent by first class mail or served by the

Sheriff, or both, at least five (5) days before the date of the special meeting, except in a declared emergency, in which instance the notice may conform to the necessity of the emergency. No matter other than those specified in the notice shall be considered at such meeting unless all members are present and agree to such action by unanimous vote. (Section 15.2-1417 and 15.2-1418, et al, of the Code of Virginia of 1950, as amended)

- 3.4 Notice to Public. The Clerk shall notify the general news media of the time and place of all such meetings, and the matters to be considered.
- 3.5 Public Hearings. Public hearings shall be held after proper public notice has been given. (§15.2-2204, §15.2-2506, etc., or special provisions or the Code of Virginia of 1950, as amended)
- 3.6 Adjourned Meetings. Any regular or special meeting may be adjourned by a majority of the members of the Board present to a date and time certain prior to the next regular meeting.
- 3.7 Place of Meetings. All meetings shall be held in the Smyth County Board of Supervisors' Board Room, 121 Bagley Circle, Suite 100, Marion, Virginia, unless a different meeting place shall have been established and notice given and published as required by the Code of Virginia of 1950, as amended.
- 3.8 Open Meetings. All meetings shall be open to the public, provided that the Board may, for the purposes provided for in the Virginia Freedom of Information Act, upon motion made, seconded, and duly adopted, meet in executive session.

No resolution, ordinance, rule, contract, regulation, or motion adopted, passed, or agreed to in executive or closed meeting shall become effective unless following such meeting the Board reconvenes in open meeting and, by affirmative vote of the members, such action, ordinance, rule, contract, regulation, or motion is approved in open session.

ARTICLE IV – Quorum and Actions

- 4.1 Quorum. A majority of all the members of the Board shall constitute a quorum.

The Chairperson shall be included and counted in determining the presence or absence of a quorum.

- 4.2 Required Absence. No action shall be taken by the Board unless there shall be present at least a quorum, provided, however, that the temporary absence from the meeting room of members sufficient to constitute a quorum shall not be deemed to prevent the hearing of presentations of the discussion of matters submitted to the Board. The Clerk, County Administrator, or Deputy Clerk, shall suggest the absence of a quorum prior to the taking of any action by the Board. Failure of the Clerk, County Administrator, or Deputy Clerk, or any other member to suggest the absence of a quorum shall not be deemed to alter the effect of this rule requiring a quorum as a prerequisite to any action.

- 4.3 Actions of the Board. Actions of the Board shall be taken in one of the following ways:

- 1) Ordinances. Where required by law, action shall be by the adoption of ordinance. Ordinances shall be proposed for adoption, notice given, and adoption accomplished as provided for by general law.

- 2) Resolutions. Where it is not required by law, or it is desired by the Board to act without the adoption of an ordinance, action may be taken by the adoption of a resolution.

- 3) Contracts. In certain instances action may be required by contracts. Contracts shall be proposed in writing and a copy shall be delivered to the Clerk and all members of the Board, or a duly appointed committee of the Board, prior to proposing adoption by the Board. The County Attorney shall advise the Board on the legality of each contract prior to approval by the Board.

- 4) Motions. Where action of the Board is required on a matter simply

stated, action may be taken by oral motion only.

4.4 Voting. Votes shall be taken on all motions made and seconded. However,

a vote shall be taken on a motion without a second, unless a member objects, in which

instance a vote on the call for the question shall be taken by the chair if any member

objects, and there is no second.

4.5 Roll Call Vote. A roll call vote shall be taken at the request of any member

when such a request is made prior to the taking up of any other business. A roll

call vote shall be taken on the final vote on any ordinance or contract, or when required by law.

4.6 Restating the Question. If requested by one or more Board members, the

Chairperson shall restate the question prior to the taking of a vote, provided, however,

that the Chairperson may request that another member restate the question if in his or her opinion that will expedite the decision thereof.

4.7 Unanimous Consent. Where no formal action is required, and no objection is heard,

a request of a member shall be deemed a request of the Board without further action,

when such a request is made at a meeting with a quorum present, and the Chairperson

states that such a request shall be deemed a request of the Board.

4.8 Tie Votes. When a tie vote occurs:

- 1) If one or more Supervisors are absent, the question shall be passed by until the next meeting, regular or special, at which time it must be put to a vote again (even though all members may not be present). If the tie remains unbroken, the Clerk must record the vote and the question shall be recorded as failing to carry.
- 2) If all Supervisors are present when the tie vote first occurs, even if a Supervisor abstains, the Clerk must record the vote and the question shall be recorded as failing to carry.

4.9 Reconsideration. If all members are present for a meeting, action may be

reconsidered only upon a motion of a member voting with the prevailing side on the original vote, which motion must be made on the same or immediate subsequent

regular meeting. A motion to reconsider may be seconded by any member. If a member was absent for the entire meeting when such action was taken, the absent

member may make a motion to reconsider at the immediate subsequent regular meeting or a continuation of the present meeting, whichever next occurs.

Action on a question pending reconsideration at the next meeting shall be taken only following notice to all members of the Board given prior to the action being reconsidered, unless such action is taken at the same meeting as the original action. In instances involving the reconsideration of the adoption of an ordinance, notice of the proposed adoption of a new ordinance shall be given in accordance with law prior to action on the reconsidered question.

4.10 Items not appearing on the agenda:

- 1) In order to properly represent the citizens of the County and to be fully advised on all matters coming before the Board, and in order to act

maturely and intelligently on any issue introduced to the Board which is not on the agenda, upon the request of any two members of the Board, the matter so presented, either in written or oral form, shall be continued until the next regular or special called meeting for action thereon, and may be referred to a committee study and recommendation.

- 2) Request for funds that are not budgeted shall be in writing stating the amount of funds requested and the intended use of said funds. Such requests must be filed with the County Administrator not less than five (5) days prior to any regular, special or continued meeting of the Board. Such requests shall first be referred to the Budget Committee for recommendation before action by the full Board.

ARTICLE V – Order of Business

- 5.1 Commencement of Meeting. At 12:00 noon Eastern Standard Time (or 12:00 noon Daylight Saving Time) and at the specified hour for continued or special meetings,

the presiding officer shall call the meeting to order, provide for the invocation,
and

direct the Clerk to note the presence or absence of members. A Quorum shall be
required to commence the meeting at the appointed hour.

5.2 Agenda. The Chairperson, with the County Administrator, shall prepare
an agenda for each meeting. Any member having matters he or she desires to
have considered at the next meeting shall submit these items to the County
Administrator for inclusion in the agenda. After the invocation, the first order
of business shall be the adoption by the board of the agenda for the meeting. Any
member may request an item added to the agenda, but if two members object to
consideration at the meeting it shall be retained on the agenda until the next
meeting

of the Board. Once the agenda is fixed for a meeting, additions may be made only
by

two thirds vote of the members present at the meeting.

The agenda may contain matters carried over from previous meetings, under

continued Board matters. These items shall be considered at the conclusion of the agenda for the particular meeting day, except at the direction of the Chairman, or at the request of two members.

5.3 Citizens' Time. There shall be an agenda item known as "Citizens' Time", which shall be scheduled from 12:15 p.m. to 12:30 p.m., to allow citizens to address

the Board regarding any matter that is not an agenda item. This shall consist of a fifteen (15) minute period and shall be divided among the citizens who desire to speak. This period is scheduled for matters not on the agenda, not required to be on the agenda, and not involving matters involving agency business or other matters germane to the normal operations of the county.

5.4 Order on Agenda. The Chairperson, in consultation with the County Administrator, shall establish the order of the agenda, taking into account the need for staff or other presentations, and probable public interest, in order to maximize convenience to the public and minimize adverse impact on performance of normal staff functions, insofar as it is practicable. The order of the agenda may be changed, once adopted, as set out above.

5.5 Minutes. The Clerk shall keep the minutes of the meetings of the Board. At the request of any member, made at the time of said presentation of discussion, the minutes shall include a summary of the substance of the presentation or debate. The Clerk may also maintain one recording by means of an electronic device of the proceedings of all Board meetings except for Executive Sessions. A copy of the minutes of the transcribed proceedings shall be kept on file in the County Administrator's Office for the general public. Copies of documents which have been typed and filed, or copies of attachments to the minutes, may be purchased for \$.50 per page.

5.6 Approval of Minutes. The Clerk or Deputy Clerk shall promptly transcribe the minutes following completion of the meeting and shall submit copies to the County Administrator for distribution on or before the Friday preceding the meeting at which their approval will be on the agenda. Approval of the minutes shall be the next item on each agenda following the invocation and approval of the agenda, and shall be approved, or corrected and approved without reading.

5.7 Matters Having to do With Agencies. Matters involving agencies which are not under the administrative supervision of the County Administrator shall not be placed on the agenda or considered by the Board until the affected agency shall have been given a reasonable opportunity to furnish the members of the Board with background information or data on issues which involve these agencies. Such information shall be delivered to the Clerk at least seven (7) days prior to a regular, special, or continued meeting date.

ARTICLE VI – Order in Conduct of Business

6.1 Persons Addressing the Board. These persons shall limit their presentation to the time allotted by the Chairperson on the agenda, unless the Board, by majority consent, shall extend such time. The Chairperson, in fixing such time, shall take into account the complexity of the matter, its importance in relation to other business of the Board, and time available on the meeting date sought. Insofar as is practicable, persons addressing the Board shall furnish the Clerk and members of the Board with a written copy of their remarks.

6.2 Public Hearings. In instances in which persons address the Board, through the

Chairperson, without having first been allotted a specific time on the agenda, they shall limit their remarks as follows, except in extraordinary circumstances:

- 1) Person speaking for himself or his immediate neighborhood – three (3) minutes.
- 2) Person speaking for an organization whose membership is representative of an entire district – five (5) minutes.
- 3) Person speaking for an organization whose membership is representative of the entire county – ten (10) minutes.
- 4) Except in emergency circumstances, no action shall be taken by the Board following a public hearing, and the issue shall be continued until the next meeting.

6.3 Recognition. Recognition shall be given only by the presiding officer.

No

person shall address the Board without having first been recognized.

When

all public testimony has concluded, and the Board is considering and discussing the matter, no person shall thereafter be recognized to address the Board.

6.4 Cumulative or Repetitive Testimony. Cumulative or repetitive testimony shall

not be permitted on any matter, and persons of the same position as a previous

speaker shall state their names and the positions with which they agree.

6.5 Questions. Questions by Board Members shall be reserved, insofar as possible, for the end of a presentation to avoid interrupting the speaker, disrupting the time-keeping process, and duplicating ground the speaker may cover.

6.6 Oaths and Affirmations. Oaths and Affirmations may be administered and taken by the Chairperson or person presiding in his stead, when a majority of the Board deems it appropriate to take sworn testimony. Such action may be taken by the adoption of a motion to place a specific individual under oath, or to place all of those who will speak to a given item of business under oath. The Chair may place an individual under oath at any time before or during his presentation. Any such person

shall be deemed to remain under oath as to the matter with respect to which he was sworn, for the remainder of the duration of the meeting.

6.7 Discussion and Debate by the Board. Except at the conclusion of a public hearing, discussion and debate by the Board shall be conducted following the presentation of testimony on the item of business pending.

Members shall not speak to the item until recognized by the Chair. A member who has spoken to the item shall not again be recognized until each other member desiring to speak shall have an opportunity to speak. Except in matters considered at a public hearing, after the Board shall have acted, any member shall have the right to state a protest against the action, and his reasons therefore, for a time not to exceed two (2) minutes.

ARTICLE VII – Decorum

7.1 By Board Members. Shall be maintained in order to expedite disposition of the

business before the Board. Questions and remarks shall be limited to those

relevant

to the pending business. Members shall not converse with other members or with other persons in any manner having a disturbing effect on the conduct of business.

Members shall address all remarks to the Chairperson as presiding officer.

7.2 By Other Persons. Shall be maintained by the Chair, who may request such assistance as to the Chairperson appears necessary.

- 1) Persons addressing the Board shall limit their remarks to those relevant to the pending items, and to answering questions. They shall address the Board as a whole, unless answering an individual member's questions.
The
presiding officer shall call the speaker to order, if out-of-order remarks, or other indecorous conduct persists, the presiding officer shall order the speaker from the lecturn. The order with gavel, if not heeded, will then cause the Sheriff or his designee to carry out the order.
- 2) Persons whose allotted time to speak has expired shall be warned by the presiding officer to conclude in one minute, after which such person shall leave the lecturn, unless he is asked by the Chairperson to remain to answer
questions from the Board.
- 3) No person in attendance shall be allowed to voice remarks except as recognized by the presiding officer after audibly stating their name and who

they represent. Groups in the audience creating an atmosphere detrimental
or
disturbing the conduct of the meeting will be asked to leave by the
presiding
officer.

- 4) No person shall bring into the Board Room any firearm, sign, banner, or
other such item; provided, that models, photos, maps, charts, drawings,
and other such demonstrative materials intended for use in a presentation
by a specific person shall be permitted.

ARTICLE VIII – Miscellaneous

8.1 Roberts Rules of Order. The newly revised Roberts Rules of Order shall
govern

the conduct of all meetings of the Board to the extent that they are not
inconsistent

with these rules and the laws of the Commonwealth of Virginia. The Clerk shall
make available at all meetings a copy of the newly revised Roberts Rules of
Order.

8.2 Amendment of the Rules. An amendment of the Rules may be accomplished
by a

majority vote of the entire membership, provided that such amendment may not be voted upon at any meeting unless the text of the proposed amendment has been presented to at least one previous meeting at which the date for a vote has also been established. Any proposed amendment shall be subject to further amendment at the meeting at which the vote is taken.

8.3 Suspension of the Rule. Suspension of the Rules may occur whenever the Board

shall by a majority vote adopt a motion to suspend the rules. In such event, the rules

shall be deemed suspended only with respect to the specific matter or question not then in accordance with the rules.

This resolution was duly considered and adopted by the Smyth County Board of

Supervisors at its regular meeting on September 9, 2003, the members voting:

AYES: 7

NAYS: 0

ABSENT: 0

CHAIRMAN

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

at the County Administration Building on Thursday, September 25, 2003,

at 7:00 p.m.

PRESENT: All Board Members save Ms. Jennings.

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

The Chairman called the meeting to order.

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

- A. An application from David C. Hamm for a Special Use Permit for a

Recreational RV Park. The property is located at 68 Old Quarry Road. It

is zoned Agricultural/Rural and identified by tax map 41-A-71.

Approximately five (5) citizens were present.

Comments:

Mr. Williams stated he received a letter containing twelve signatures stating they were against the noise, traffic, etc.

Marvin R. Perry – Requested the definition of a recreational RV park.

Ask Mr. Williams how would the county enforce not having a permanent trailer park?

David Hamm – stated he put in a fishing area and wanted to provide spaces for people

to stay instead of having to go to a motel. He also stated he thought the community could stand up grading.

Darlene Neitch – Asked Mr. Hamm how many sites he intended to provide.

J. S. Staley – Asked Mr. Hamm how he planned to dispose of sewerage.

David Hamm – Stated he provided “port-a-johns” for his fishing business. He was looking into a regular sewer system, as no public sewer was provided at the site.

Howard Blevins – Mr. Hamm was his uncle and they had talked to the Health Department concerning laying out a regular sewer line or lay out a package treatment plant with the Health Department's approval.

Nikki Wyatt – expressed her concern over the narrow drive ways, was not sure a RV

could turn in driveway and not block the roadway. The park was all right with her if lights, sewer, and proper driveways were provided.

The Chairman declared the public hearing closed.

The matter of setting a date to hear an appeal from Dennis R. Blevins concerning variance granted to seventeen applicants for their lot to be declared permanent residences in Bog Horn Estates was discussed.

Ms. Neitch stated she did not understand why the Board has this appeal. Board spends money at every meeting by voting to do water/sewer projects to help make the lives of Smyth County citizens easier. She could not understand why the Board could not grant a variance to a subdivision ordinance for the people to get electricity so they would not have to pay a large sum of money for it. If she understood correctly, American Electric Power would, if the variance were granted, put electricity in for these citizens without cost and she felt the Board should consider helping them get electricity put in.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Perry, and duly carried, the Board sets October 14, 2003, at 2:30 p.m. for an appeal hearing on the matter of Big Horne Estates, with each side being given fifteen minutes to present their case.

Vote: 4 Yea

2 Nay (Neitch and Blevins)

1 Absent (Jennings)

Upon motion of Mr. Perry, seconded by Mr. Fullen, and duly carried, the Board approves distribution of Fire Program Funds as follows for fiscal year 2003:

Town of Chilhowie	\$1,129.93
Town of Saltville	\$1,129.93
Nebo Vol. Fire Dept.	\$7,129.93
Atkins Vol. Fire Dept.	\$7,129.90
Sugar Grove Vol. Fire Dept.	\$7,129.93
Adwolfe Vol. Fire Dept.	\$7,129.93
Total	\$30,779.55

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

WHEREAS, the Town of Saltville has an Enterprise Zone that is expiring at the end of calendar year 2003; and

WHEREAS, the Commonwealth of Virginia is accepting applications for new zones and for re-designation of expiring zones; and

WHEREAS, Smyth County strongly supports the need for the Enterprise Zone and desires to apply jointly with the Town of Saltville for a new Enterprise Zone designation.

THEREFORE, BE IT RESOLVED that Smyth County is applying for enterprise zone designation jointly with the Town of Saltville; and

BE IT FURTHER RESOLVED that Smyth County designates the Town of Saltville to be lead applicant as well as program administrator; and

BE IT FURTHER RESOLVED that Smyth County authorizes the County Administrator submit all information needed to apply for enterprise zone designation; and

BE IT FURTHER RESOLVED that Smyth County authorizes the Town Manager act as program administrator to carry out all programs administrative and reporting

requirements on its behalf, including those requirements related to the identification and sale of all surplus public land, as defined by the Enterprise Zone Regulations, throughout the life of the zone. The Smyth County Board of Supervisors recognizes that the Town may choose to contract for services with the Mount Rogers Planning District Commission for these program administrative and reporting requirements.

Vote: 5 Yea

2 Absent (Jennings and Fullen)

Local Incentives for the Saltville/Smyth County Enterprise Zone Application

1. Economic Stimulus Grant – A five year local grant provided to companies/or persons that make new machinery and equipment investments and create new jobs. The grant will be provided through the Saltville and Smyth County Industrial Development Authorities and would be equivalent to the following percentage of the machinery and tools tax due and paid on new equipment and machinery investments.

<u>No. of new jobs created</u>	<u>Years 1 – 5</u>
25 or more	100%
10 – 24	50%

2. Building Permit Fee Waiver. The cost of the building permit fee for industrial and commercial buildings are waived. The current charge for building permit is \$.12 per square foot for commercial and industrial buildings with a maximum of \$2,000.

3. Water and Sewer Cost Reductions. The cost of water and sewer service will be reduced for a five-year period based on the amount of jobs created as below: (In addition, water and sewer hook-up fees are waived for businesses creating jobs).

Amount of Cost Reduction

<u># of jobs</u>	<u>Year 1 – 5</u>
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25+	50%
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10 – 24	40%
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2 – 9	30%
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4. Real Estate Rehabilitation Tax Exemption. A nine-year decreasing exemption on the increase in assessed property value resulting from rehabilitation of certain commercial or industrial real estate (15 years old or older), starting

with 100% credit in the first five years, and decreasing 20% each year to a bottom of 20% in the ninth year.

5. Tourism-Business Marketing Incentive. The Town will provide up to a \$1,000 one-time grant allowance to any tourism-related business to pay for marketing expenses on a reimbursement basis. The Town will also agree to provide a free ad for the business on its website for up to a two-year period.
6. Downtown Revitalization Grant. The Town will provide a mini-grant of up to \$1,000 to pay for storefront façade improvements for a business located in the commercial area of downtown Saltville. An additional \$1,000 would be available to qualified businesses as a low-interest loan. Grants or loans would be on a reimbursement basis and subject to approval of design and construction plans and specifications.
7. Broadband Access Connection. The Town will pay 50%, not to exceed \$2,000, of the infrastructure cost that a business is charged for a connection to the existing fiber optic facility for high-speed Internet access deemed essential to the business operation. A minimum of five (5) new jobs must be created to be eligible.

8. Loan Application Assistance. The Town and County will encourage and assist

businesses in the zone to take advantage of low-interest loan incentives available from the state and regional sources, including the Virginia Small Business Financing Authority and the BusinessStart program and Ninth District Tourism Financing program offered through People, Inc. In some instances, if necessary to make the project viable, the Town will consider providing supplemental loan funds to these outside sources if the project merits local participation and meets the requirements of the particular program.

9. Training Assistance. The Town and County will assist any new or expanding

employer in the Enterprise Zone with finding available assistance for training and recruitment, including existing state programs. Other types of assistance will include hosting a job fair, if desired, and free job advertising on the Town website.

10. Tax Credit on Business, Professional, and Occupational License Tax.

The

Town will offer a tax credit over a five-year period with the creation of new jobs:

Amount of Tax Credit

#of jobs Year 1 – 5

25+ 50%

10 – 24 40%

2 – 9 30%

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the Board increases the appropriation to \$36,750 for purchase from GeoCom for mapping software, said purchase to include first year free and an additional five (5) years on service agreement.

Reimbursement to be received from the state.

CHAIRMAN

VIRGINIA: At the regular meeting of the Smyth County Board of Supervisors held

at the County Administration Building on Tuesday, October 14, 2003,

at 12:00 Noon

PRESENT: All Board Members.

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

Evans; Sally Morgan and Duncan McGregor.

The Chairman called the meeting to order.

(12:05 p.m.)

Suzanne Jennings led the invocation and Judy Sturgill led the Pledge of
Allegiance.

(12:07 p.m.)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves the agenda as to form adding:

1. Request from Circuit Court Clerk for legal representation.
2. Request to approve additional holidays for Thanksgiving, Christmas, and New Year's.
3. Request for executive session to discuss real property in reference to landfill on Highway 107.

And delete 2:15 item concerning Public Safety Community Tower discussing with

Clegg William.

(12:08 p.m.)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves minutes of September 9th, 2003, and September 25th, 2003, as presented with

change by adding the words “the following new employees of Smyth County” to the Personnel Policy effective September 1, 2003.

(12:09 p.m.)

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

General County	\$1,500,000.00
Department of Social Services (Oct. 2003)	\$ 340,000.00
(November 1 st – 13 th)	\$ 35,000.00
Schools	
Operations	\$2,200,000.00
Textbook	\$ 175,000.00
Capital Outlay & School Debt	\$ 120,000.00
Green Hill/Shuler Hollow Sewer Project	\$ 195,231.67
Hutton Branch Water Project	\$ 2,214.37
Industrial Development Authority	\$ 19,864.00
Animal Damage	\$ 150.00

(12:11 p.m.)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Board approves the warrant listing in the amount of \$1,165,495.73 for the month of October 2003 out of the appropriate fund accounts.

(12:12 p.m.)

Ms. Evelyn Lawrence appeared to request the Board donate the Aaron Lash funds in the amount of \$1,686.62 to the Mount Pleasant Preservation Association at the Bank of Marion in memory of Rev. Aaron Lash. The funds would be used for repairs on the Mount Pleasant Church, set up a museum there to be a creditable Carnegie High School exhibit, and etc.

Following discussion, upon recommendation of the Budget Committee, this matter is continued.

(12:21 p.m.)

Bob Mason appeared to request the Board make road repairs to a privately owned road in the Green Hills Sewer Project. He stated approximately 3/10th of a mile needed to be repaired and requested a 3 inch asphalt base be placed on the road. Following discussion, the matter is referred to the Water/Sewer Committee for study and recommendations.

(12:27 p.m.)

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the matter of request from Mecklenburg County Board of Supervisors concerning resolution on Tobacco Allotment Buy Out Program is ordered dropped from the agenda.

(12:29 p.m.)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, the County Administrator is authorized to draw a check from budgeted funds in the Sheriff's Department budget to purchase a rental car if same becomes available between Board meetings.

(12:30 p.m.)

(Note: Mike Roberts stated for the record that he was a Town of Marion employee)

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following Water Purchase Contract between Smyth County and the Town of Marion:

THIS CONTRACT for the sale and purchase of water is entered into as of the 1st day of July, 2003, be and between THE TOWN OF MARION, Smyth County, Virginia, a municipal corporation, hereinafter referred to as the “Town” and SMYTH COUNTY, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County”.

:WITNESSETH:

WHEREAS, the County has elected, among other things to construct and operate a water supply distribution system serving water users within Smyth County; and

WHEREAS, the County is expanding its water supply distribution system into different areas within Smyth County; and

WHEREAS, the Town owns and operates a water production and supply distribution system with the capacity currently capable of serving the present customers of the Town's system and also of supplying a quantity of water to the County; and

WHEREAS, by resolution enacted on the 17th day of March, 2003, by the Town, the sale of water to the County and the purchase of water from the County in accordance with the provisions of this contract and collecting and billing County sewer Customers that are also Town water customers in accordance with the provisions of this agreement, were approved and execution of this contract carrying out the said agreement by the Mayor and attested by the Clerk was duly authorized; and

WHEREAS, by resolution of the Board of Supervisors of the County, enacted on the 14th day of October, 2003, the purchase of water from the Town and the sale of water to the Town in accordance with the terms set forth in the agreement and the billings and collection of County sewer bills by the Town for Town water customers was approved, and execution of this contract by the Chairperson, and attested by the Clerk was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties do agree as follows:

1. The Seller shall furnish to the Purchaser at the delivery points potable treated water meeting applicable purity standards of the Commonwealth of Virginia and of such other regulatory agencies as may, from time to time, be authorized

to regulate public water systems. Purchaser agrees to purchase and be responsible

for the payment for such water used by domestic, commercial, industrial or other users served by Purchaser. Monthly limits for each meter shall be:

<u>Meter Size</u> <u>(Gallons)</u>	<u>Minimum (Gallons)</u>	<u>Maximum</u>
2 inch meter	15,000	500,000
4 inch meter	25,000	1,000,000
6 inch meter	48,000	3,000,000
8 inch meter	119,000	8,000,000

Monthly maximum billing under this contract shall be 11 million gallon per month for all usage. The Nicks Creek and Hutton Branch Systems shall only pull from the Currin Valley System point of delivery on an emergency basis. Such maximums shall be calculated on a monthly basis. Water consumption in excess of established maximum shall be assessed a surcharge of 50 percent of the applicable base rate.

2. Water will be furnished to the Purchaser at a reasonably constant pressure that

is normally available, from the main service line of Seller, at the points of delivery. Should Purchaser require more pressure than is normally available at the point of delivery, the costs of providing such greater pressure beyond the points of delivery shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. The points of delivery to the County shall be the existing connection points

as follows:

- A. Nicks Creek and Hutton Branch System – Intersection of Mountain Empire and Gordondale Road.
- B. Mulberry Lane – Intersection of Mulberry Lane and Gordondale Road.
- C. Atkins System – Intersection of Lee Highway and McCoy Lane near the Atkins Church of God.
- D. Walker Creek System – Intersection of Park Boulevard and Walker Creek.
- E. Currin Valley System – Intersection of Route 16 and Jaguar Lane.

This point of delivery is only to be used in emergency situations.

The point of delivery to the Town shall be approximately 800 feet south from the intersection of Route 16 and Dry Run at the existing County water line. Nothing in this section shall be construed as limiting either party from requesting and receiving additional points of delivery during the term of this agreement.

F. East Hungry Mother Drive System – Intersection of Route 16 and East Hungry

Mother Drive at Hungry Mother Park. (Proposed Point of Delivery, County to be responsible for all costs associated with tapping and installing the point of delivery according to Town specifications.)

There shall be no points of delivery without a commercial meter as specified in Paragraph 4.

4. The Seller shall operate and maintain the existing metering equipment at the points of delivery to the Purchaser. The Purchaser shall install (at Purchaser's expense) and Seller shall operate and maintain an approved meter and backflow prevention device as specified by the Virginia Department of Health at the point of delivery and the necessary metering equipment, including a meter house of pit and required devices of standard types for properly measuring the quantity of water delivered to the Purchaser. Both County and Town agree to calibrate such metering equipment no more frequently than

once every twelve (12) months or whenever requested by the other party if there is a documented reason for more frequent calibration. A meter registering not more than two (2) percent above or below the test result shall be deemed to be accurate. Any meter found to be inaccurate (i.e. registering more than (2) percent above or below the test results) shall be replaced and the cost of such replacement meter shall be borne equally by both County and Town. The previous reading of any meter disclosed by the test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. The cost of calibrating the meters at the points of delivery shall be borne equally by both the County and Town.

If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Town and County shall agree upon a different amount.

The metering equipment shall be read on a monthly basis. An appropriate official of the Town and County shall have access to the meters for the purpose of verifying its readings at all reasonable times. Both the County and the Town shall assign an employee to read the meters at the points of delivery on a monthly basis and provide a copy of the readings to the other party.

The Purchaser shall have the option of installing a by-pass system on any meter. Such by-pass systems shall be metered, and their use reported to the Seller.

5. The Seller shall furnish to the Purchaser a bill with an itemized statement for the

amount of water furnished to the Purchaser since the prior billing, which is assumed to be on a monthly basis. In the event of a postponement or delay in the normal monthly billing. Seller shall still be permitted to bill the Buyer for that delayed month's bill, but Seller will advise the Purchaser in writing of the delay or postponement and what the plan is for returning to a normal monthly billing.

The Purchaser shall pay the Seller, on its next regular payment cycle, for service billed in accordance with this contract, the sum of \$3.98 per thousand gallons of water delivered through all points of delivery. Should the Town buy water back from the County, it shall be at a rate of \$3.98 per thousand gallons of water through all points of delivery.

The rates for purchase of water shall be increased or decreased in a percentage equal to the increase or decrease of the residential water rates of the Seller, adopting the rate in effect at the date of acceptance of this contract by both parties.

This modification shall be automatic and shall not require any action by either party and shall commence on the date of the rate change for Seller's residential customers.

6. The initial term of this contract shall be from July 1, 2003 through the end of June

30, 2006. This contract shall be renewable for three (3) successive years at the mutual option of the County and the Town. The above provisions notwithstanding, this agreement may be terminated or altered at any time upon the mutual written agreement of the County and the Town.

7. All points of delivery provided for by this contract shall be on existing water distributing lines of the Town or the County at the time the proposed tapping is done. The costs of tapping the line and installing a point of delivery shall be at the sole expense of the Purchaser.

8. In order to prevent contamination from other sources of water, the Purchaser shall

not connect any line served by water purchased from the Seller to any other line transmitting water from any other source without the written consent of Seller, which consent shall not be unreasonably withheld.

9. The delivery of water by the Seller to the Purchaser shall be subject to the rules

and regulations of the water department of the Seller, provided that such rules
and

regulations shall be uniformly applied to all customers of the Seller. The
Seller

shall exercise reasonable care and diligence to furnish water service to
Purchaser

hereunder, but Seller shall not be liable for any damage resulting from
curtailment,

interruption or apportionment of such service occasioned by such necessary
repairs

or maintenance of the Seller's water distribution system, threatened or actual
water

shortage or other water shortage beyond the Seller's control. In the event of
an

extended shortage of water, or if the supply of water available to Seller is

otherwise diminished over an extended period of time, the supply of water to
the

Purchaser, shall be reduced, diminished or limited in the same ratio or
proportion

and on the same terms and conditions as the supply to the Seller's residential customers are reduced, diminished or limited.

10. The Town and the County agree that the use of water for emergency purposes by

various fire departments is considered a public service, in the best interest of all

its citizens. Both Town and County will prohibit the non-emergency of water

from public fire hydrants, except for authorized maintenance.

11. The County shall not develop or use wells, or otherwise obtain raw water from

the recharge area of the Town Springs; such area as defined on the attached map.

12. The provisions of this contract shall be reciprocal when the County is the Seller

of water and the Town is the Purchaser of the County's water. The terms of this

contract shall apply equally to both the Town and the County.

13. The Town shall collect sewer bills for the County Sewer Customers who are the
Town's Water Customers; provided that the Town shall not collect bills for charges incurred prior to the execution of the agreement dated January 11, 2000.

The Town and County shall develop suitable protocols; such protocols shall

include, but not be limited to:

- A. Town authority to discontinue utility service for non-payment of County Sewer bills in accordance with prevailing Town utility payment conventions.
- B. Procedures to observe for partial payments, acceptance of deposits, granting adjustments, reimbursements to the County, and other issues concerning the payment of water and sewer bills.
- C. The County shall pay a set-up fee of \$1.00 for each account which is established, discontinued, or incurred a change in sewer rate, plus \$0.10

for each monthly bill sent to such customers. The account modification of

\$1.00 shall not be charged for those situations which the Town is required to perform in the ordinary administration of its water customers.

D. All monies collected by the Town from County Sewer Customers shall

be delivered to the County the week after the second Town Council meeting of each month, excepting human and or computer error.

E. The Town and County acknowledge that both parties have gone to considerable expense to have compatible software and computer systems.

Both parties agree that they will not modify their billing software and computer systems to the extent that they are not longer compatible without the consent of the other party, which consent will not be unreasonably withheld.

14. This contract shall be binding upon and inure to the benefit of
the

successors and assigns of the parties, acting under the authority of
their

respective bodies, have caused this contract to be duly executed in
duplicate, each which shall constitute an original.

15. The sections of this contract are severable. If any section, phrase,
clause

or word is found to be unenforceable by any court of competent
jurisdiction, the balance of this contract shall remain in tact

and

enforceable with such section, phrase, clause or word.

TOWN OF MARION

By: _____

David P. Helms, Mayor

Attest:

Dixie Sheets, Clerk

SMYTH COUNTY

By: _____

Michael D. Roberts, Chairperson

Attest:

Edwin B. J. Whitmore, III, Clerk

(12:34 p.m.)

Suzanne Jennings gave the following Budget Committee report:

1. Upon motion of Ms. Jennings, seconded by Mr. Blevins, and
unanimously

carried, the Board approves an additional appropriation of \$1,800 to be
used

to employ two part-time people for a three week period at the rate of \$8.00
per hour for the Treasurer's Office.
2. Upon motion of Ms. Jennings, seconded by Ms. Neitch, and
unanimously

carried, the Board approves an additional appropriation of \$750 to the Rye Valley Community Council to be used in their Recreation Program.

3. John Clark, Town Manager requested a sum from Smyth County if ARC funding is received by the Town toward the Campbell Avenue Sewer project.

Matter was continued for further information concerning the figures for a 24 inch line versus a 20 inch line as was outlined by Dewberry & Davis estimates. Other items to be discussed was the cost of lateral lines, etc. as Smyth County felt it should not pay any of the cost for said lines.

4. R. David Bradley, Sheriff, requested a metal cover to be placed in front of of the Jail and tables be placed under said cover so visitors could sit under said cover when they came to visit inmates at the Smyth County Jail. Mr. Bradley stated cost of his request could be taken from the Inmate Canteen Fund, which comes from funds generated by the Inmate Telephone fund. A question if Town Zoning would permit said metal building to be placed at the proposed location, was asked. Following discussion, said matter is continued.
4. Matter of Aaron Lash Trust Fund was discussed, and a letter from Ms. Evelyn

Lawrence was presented to the Budget Committee. Following discussion,
said matter was continued for further consideration.

(12:37 p.m.)

Upon motion of Mr. Staley, seconded by Mr. Perry, and unanimously carried, the Board approves Certificate of Satisfaction for Deed of Trust releases for Watson Gap Housing Rehab Project for the following individuals and payment of recording fees in the amount of \$19.00 for 12 releases totaling to \$228.00:

Arleen A. O'Dell Deed Book : 507 Page: 799

Jack B. Hopkins, Sr. and Barbara L. Hopkins Deed Book: 503 Page: 474

and Deed Book: 497 Page: 73

Samuel L. Colston, Betty J. Boyston, Mary C. Wyatt, Clayton Colston and Peggy Keith

Deed Book: 503 Page: 479

Annie Pearl Repass Deed Book: 497 Page: 78

Katherine A. Blevins Deed Book: 507 Page: 804

Tommie E. Hopkins, Sr. Deed Book: 507 Page: 789

William M. Thomas and Glen R. Thomas Deed Book: 497 Page: 88

Trula Mae Armstrong Deed Book: 507 Page: 814

Elizabeth Robbins Deed Book: 497 Page: 93

John W. Harris Deed Book: 507 Page: 809

Nancy C. Cruey, Sarah M. Lancaster, Michael C. Lancaster and Philip A. Lancaster

Deed Book: 497 Page: 67

(12:40 p.m.)

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board approves the recommendation of the Building & Grounds Committee to purchase 80 Royal Auditorium Seats for the Circuit Court at a cost of \$159.00 each for a total of \$12,720.00.

(12:41 p.m.)

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the Board approves the recommendation of the Personnel Committee that funds be appropriated and the

position of Finance Director be advertised.

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

3 Nay (Neitch, Blevins, Perry)

(12:44 p.m.)

Upon motion of Mr. Perry, seconded by Ms. Jennings, and duly carried, the matter of request concerning Memorandum of Understanding between Smyth County, Tazewell County, and People Inc. for Micro-Enterprise Loan Program (CDBG funds) is continued.

(12:47 p.m.)

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the County Administrator is authorized to draw a check on the General County Fund in the amount of \$2,241.96 to the Library of Virginia for a refund on grant awarded to the Clerk of the Circuit Court Office in May 2000 of unused funds.

(12:48 p.m.)

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

FIRE AND RESCUE CAPITAL EQUIPMENT FUND

The Board of Supervisors has appropriated \$50,000 to assist fire and rescue organizations in purchasing major capital items. In order to assist in applying for these funds, the following guidelines are offered.

The intent of the fund is to assist our fire and rescue organizations in purchasing major capital items, such as vehicles and equipment. We are asking that all applications first be submitted to the Smyth County Fire and Rescue Association for their approval and a letter from that organization accompany the request to the Board. The Fire and Rescue Association should make the determination based on what is in the best interest of the entire county.

What the Board envisions in these funds will be used as a partial payment toward the cost of a major piece of equipment, such as a vehicle. Approval of the request will be made by the Board of Supervisors.

Funds which are not expended in the fiscal year will be considered for next year appropriation allowing the fund to grow.

(12:51 p.m.)

The following Board Matters are continued:

1. Matter of collection of delinquent real estate taxes.
2. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds Committee)
3. Request from Shirley C. Gordon, Chairperson, Grayson County Board of Supervisors to recommend to legislators and Governor Warner that a representative be appointed from Southwest Virginia to serve on the Tax Commission.
4. Strategic Plan for Smyth County Board of Supervisors.
5. Ken Heath's request concerning establishment of a local tax abatement ordinance.

(Referred to County Attorney)
6. Matter of Aaron Lash Trust Fund. (Budget Committee)
7. East County Spring Source Study. (Duncan McGregor)
8. Town of Marion request concerning Campbell Avenue Sewer. (Budget Committee)

9. Cole Crest Drive reference being brought into Secondary Road System.

(County Attorney awaiting information before advertising a public hearing)

(12:56 p.m.)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors approves the following additional holidays for Thanksgiving, Christmas, and New Year holiday.

Thanksgiving: ½ day on Wednesday, November 26, 2003.

Christmas: ½ day on Wednesday, December 24, 2003.

Friday, December 26, 2003.

New Year: January 2nd, 2004.

Vote: 6 Yea

1 Nay (Staley)

(1:38 P.M.)

Chris Lloyd, McGuireWoods Consulting, LLC, appeared to discuss the STAR Solutions with the Board concerning I-81

(2:13 p.m.)

Clark Lewis and Glenn Luke appeared to discuss the SMART SOLUTIONS with the Board concerning I-81.

(2:45 p.m.)

Matter on appeal of the Smyth County Planning Commission decision concerning Big Horn Estates was brought on for discussion.

Dennis Blevins – requested the Board consider over turning the Planning Commission decision to grant residence of Big Horn Estates permanent residence status. Mr. Blevins was in favor of the citizens receiving electricity, but stated he did not think the Planning Commission had the right to make a variance to overrule deed restrictions declaring permanent residence in Big Horn Estates. Deed restrictions changes can only be made by a court of law. Mr. Blevins referred to Section 5.3.2 – Variances shall not have an effect to nullify the intent and purpose of ordinance. Other Sections referred to were – 5.3.4 – no variance shall be granted solely upon a financial hardship and 4.2.3 – Ordinance shall not be interpreted to annul or enforce any private easement, covenant, deed restriction, agreement.

Earl McClure – presented the Board a packet with exhibits I thru VI, in which the following items were quoted: Section 4.2.4 (c) “The words planning commission, commission, or commissioners shall mean the Planning Commission of Smyth County, Virginia.” Section 4.3.2 “Agent. Person appointed by the Board of Supervisors by resolution duly recorded in

the supervisors order book.” Section 5.1 “Administrator. The agent appointed by the Board of Supervisors is hereby delegated to administer this ordinance. In so acting, the agent shall be considered the agent of the Board of Supervisors and approval or disapproval by the agent shall constitute approval or disapproval unless overturned upon appeal by the Board of Supervisors.” Section 5.3 “Variances. When the agent finds that extraordinary hardships or particular difficulties regarding the physical development of land may result from strict compliance with these regulations, the agent shall submit the plat to the Planning Commission which may approve variances.....”. Section 5.4 “Appeals. Any person, firm, or corporation aggrieved....” Section 5.4 “Appeals. Any such appeal shall be filed with the Board within twenty-one (21) days following the decision of the agent.” Section 5.3.4 “No Variance shall be granted solely upon a financial hardship.” Section 5. “A second home or recreational development under the following conditions. (b) Must comply with the provision of this subdivision ordinance, except Article 9.2 – Streets. (c) The street shall be improved with a minimum of four inches (4) compacted gravel and a prime and double seal surface a minimum of eighteen feet in width for a two-lane street and a minimum of ten feet in width for a one-lane street. Section 1-2 “Effective Date and Application. ...shall apply to the unincorporated territory of Smyth County, Virginia.” Section 1-4.3 “Private Covenants and

Restrictions. Provision of this ordinance shall not be construed to affect, interfere with, or abrogate any condition, covenant, limitation, or restriction contained in any deed, contract or other private agreement relating to the use of any land or buildings; provided that whenever the provisions of the ordinance impose greater restrictions on the use of land or buildings than are imposed by any such condition, covenant, limitation, restriction, the provision of this Ordinance shall govern.”

Following discussion, upon motion of Mr. Blevins, seconded by Ms. Neitch, to affirm the Smyth County Planning Commission to grant the variances, motion failed to carry.

Vote: 3 Yea (Neitch, Blevins, Roberts)

3 Nay (Jennings, Staley, Perry)

(Mr. Fullen did not vote)

(3:47 p.m.)

John Lambert appeared to discuss the FLUOR PROPOSAL with the Board concerning I-81.

(4:18 p.m.)

Earl McClure, Chairman of the Smyth County Planning Commission, gave a report for the Planning Commission.

(4:30 p.m.)

The matter of application from David C. Hamm for a Special Use Permit for a Recreational RV Park, property located at 68 Old Quarry Road, zoned Agricultural/Rural and identified by tax map 41-A-71 is continued for Mr. Hamm to provide a drawing showing more information, such as the design of the park, exactly where each unit will be located, distances from the road and dump station.

(4:31 p.m.)

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the Board agreed to enter into executive session to discuss real property for a public purpose as outlined in Section 2.2-3711 (A) (3) and Consultation with legal counsel as outlined in Section 2.2-37711 (A) (7) of the Code of Virginia of 1950, as amended.

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

Vote: 7 Yea

0 Nay

(4:33 p.m.)

Upon motion of Mr. Staley, seconded by Ms. Jennings and unanimously carried,
BE IT RESOLVED that the 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 business matter 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

(5:27 p.m.)

Michael Carter, Assistant County Administrator, introduced Jeff Crate and Don Marickovich with Draper Aden. Jeff Crate informed the Board a gas migration study of the adjacent property to the west of the landfill site on Route 107 and along the southern property boundary to determine the extent of migration; Modeling to estimate the amount of gas generated by the landfill at present and in the future; cursory examination of the existing gas venting/faring system; Analysis of various remediation options for gas migration control that could be employed to bring the facility into compliance; An evaluation of the possible beneficial uses of the landfill gas; and Cost estimates for each option and recommendations for future action.

Results of the Geoprobe Study: Landfill gas is migrating onto adjacent property to the west of the landfill. The extent of the migration does not appear to exceed about 230 feet from the property boundary. Landfill gas is migrating up to and likely beyond the southern property boundary. Gas migration is likely confined to the relatively shallow soil above groundwater and is not likely migrating through deep subsurface bedrock voids.

Remediation Alternatives Evaluated:

Option #1

Compliance boundary modification – West side.

Purchase land adjacent to the landfill (or possibly obtain an easement)

File permit documents with state for additional property.

Modify compliance boundary to edge of new property, and avoid physical remediation activities.

Install passive venting trench – South side

Along property boundary to prevent further migration onto gas line easement.

Option #2:

Property boundary active gas system – West side

Develop gas remediation plan and submit to state

Install series of deep extraction wells along western boundary

Bring in power to site

Install blower for extraction and pull from wells

Install passive venting trench – South side

Option #3:

Active gas system connected to the existing vents and gas collection system

Develop gas remediation plan and submit to state

Bring in power to site

Install blower/flare station for extraction

Phase remediation to a more complex and effective system as needed

Improvements to collection systems and vents

Install passive venting trench if needed – South side

Option #4:

Expand active gas system (independently or as extension of Option 3)

Develop gas remediation plan and submit to state

Install new gas extraction wells in landfill

Connect new wells to the existing gas collection system

Bring in power to site

Install blower/flare station

Phase remediation to more complex program as needed

Install passive venting trench in needed – South side

Connect passive trench to active gas extraction system if needed.

Following discussion, upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the Board authorizes immediate action be taken by Draper Aden using Option #3 for the landfill located on Route 107.

(5:30 p.m.)

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board approves the County Attorney representing Mr. Jimmy L. Warren, Clerk of the Circuit Court on a legal matter.

(5:32 p.m.)

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board suspends its rules concerning tie vote and allowed the matter of the Big Horn Estates to be reconsidered as outlined in Section 8.2.

Vote: 6 Yea

1 Nay (Staley)

(5:38 p.m.)

Upon motion of Ms. Neitch, seconded by Mr. Blevins, to affirm the Smyth County Planning Commission to grant the variances concerning Big Horn Estates, motion failed to carry.

Vote: 3 Yea (Neitch, Blevins, Roberts)

4 Nay (Staley, Jennings, Perry, Fullen)

(5:40 p.m.)

Upon motion of Mr. Perry, seconded by Mr. Fullen, and duly carried, no more changes, alternations, etc. to be made on the Cedars/Hall Sewer Project effective today.

Vote: 5 Yea

1 Abstention (Neitch)

1 Absent (Blevins)

(5:42 p.m.)

Upon motion of Mr. Fullen, seconded by Mr. Perry, and duly carried, the County Engineer is directed to advertise the Cedars/Hall Sewer Project immediately.

Vote: 5 Yea

1 Abstention (Neitch)

1 Absent (Blevins)

(5:43 p.m.)

The Chairman continued this meeting to October 28, 2003 at 5:00 p.m. to meet with the Smyth County School Board on budget status update and other items as the Board may deem necessary.

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors held at the County Office Building on Tuesday, October 28, 2003, at 5:00 p.m.

PRESENT: All Board Members save Mr. Fullen.

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

The Chairman called the meeting to order.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, the Board approves the agenda as to form.

Vote: 5 Yea

1 Abstain (Perry)

1 Absent (Fullen)

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

WHEREAS, the Saltville Medical Center offers excellent health care to many Smyth County residents; and

WHEREAS, the Saltville Medical Center is working to develop a Teleconference Center at its Saltville facility; and

WHEREAS, such a center would help improve the care of many patients through better education about their specific health concerns; and

WHEREAS, such a center would assist area health-care professionals in obtaining the training needed to satisfy Continuing Education requirements; and

WHEREAS, such a facility would be available for educational institutions and employment training agencies to conduct distance learning classes, would provide meeting space for larger groups and organizations and be available as a resource for the region's economic development agencies.

THEREFORE, the Smyth County Board of Supervisors at a meeting on October 28, 2003, voted to encourage the Saltville Medical Center's efforts to develop such a facility as a valuable resource for the citizens of Smyth County.

Vote: 4 Yea

2 Abstain (Perry, Staley)

1 Absent (Fullen)

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly carried, J. S. Staley is designated to represent the Smyth County Board of Supervisors to cast its vote at the Annual Business meeting during the VACo's Annual Conference at the Homestead.

Vote: 5 Yea

1 Abstain (Perry)

1 Absent (Fullen)

Mr. Roberts informed the Board he had received a thank you note from the Saltville Senior Citizens for the Board's donation.

The Chairman reconvened the meeting to the third floor conference room for a joint meeting with the Smyth County School Board.

All School Board Members were present plus Jim Sullivan, Superintendent, Darlene Doyle, Clerk, and Elizabeth Roberts, Business Decision Support Analyst. Mr. Sullivan discussed some successes/accomplishments of the Smyth County Schools, such as accreditation by Southern Association of Colleges and Schools; students' performance on Adequate Yearly Progress component of No Child Left Behind program; students' performance on spring 2002 SOL Test. Operating Revenue for Fiscal Year 2003 – 2004 in the amount of \$37,669,838.00 is composed of 53% State Funds, 11% Federal Funds, 21% Local Funds, 5% School Debt & Capital Outlay, 9% Sales and Use Tax, and 1% Other Funds.

Revenue Up-date for 2003 – 2004 showed a deficit of \$232,952.01 between the actual budget appropriation and actual revenues for the year. Actual revenue through the month of September amounted to \$6,297,575.70 with a total of \$451,072.82 in local funds being used.

Mr. Sullivan discussed the following items that would needed to be discussed in fiscal 2004 – 2005 budget process: School plant needs – Boilers, replacement of air conditioner units, etc; Adjustment of teacher salary scale to make scale more equitable; and Nursing positions for schools – one position funding expires October 2005 from the Smyth County Community Hospital (Cost: \$33,807.48) and three positions expire in 2005 – 2006 from the Smyth County Community Foundation (Cost: \$104,931.00).

Mr. Sullivan informed the Board the Virginia Retirement System payment in operation budget of \$206,637.00 will be paid off in June 2004 for the early retirement debt.

Information was given to the Board that approximately \$350,000 gain on previous year deficit was being realized at the present time with approximately \$650,000 still remaining.

A shortage of approximately \$20,940 was realized as of September 2003 in the Sales Tax.

A joint meeting between the Smyth County School Board and Smyth County Board of Supervisors was discussed to be held on December 16th, 2003 at 7:00 a.m. at a school to be decided at a later date for further budget status discussions.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board continues its meeting to Wednesday, November 5th, 2003 at 6:00 p.m. in the Saltville

Town Hall with Saltville Town Council to discuss with engineers the Allison Gap Sewer Project.

Vote: 5 Yea

1 Abstain (Perry)

1 Absent (Fullen)

_____ Chairman

VIRGINIA: At a joint meeting of the Smyth County Board of Supervisors and

Town of Saltville Council held at the Saltville Town Hall on Wednesday

November 5, 2003, at 6:00 p.m.

PRESENT: All Board Members save Ms. Jennings, Mr. Fullen, and Mr. Staley.

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

The Chairman called the meeting to order.

Chip Worley and Lance Morgan, representing Anderson & Associates gave an
overview

of the Allison Gap Sewer Project. Mr. Worley stated bids were received in April 2003,
for

three divisions, resulting in a shortfall of construction funds in the amount of
\$2,142,325.00.

The firm of Anderson & Associates were authorized to restructure and rebid the projects
and

attempt to secure more funds in order to reduce the shortfall as much as possible. The current project shortfall estimate is \$1,773,725.00, which must be resolved before Rural Development will allow Anderson & Associates to proceed with rebidding the project.

The

following shortfall estimate summary was presented:

Low Bid Difference	-\$2,142,325
Saltville RD Loan	\$ 100,000
Plumbing Funds (CDBG)	\$ 100,000
Re-Design	\$ 218,443
Related Costs	-\$ 349,843
SE/RCAP	\$ 100,000
CDBG	<u>\$ 200,000</u>
Total	-\$1,773,725

Several scenarios for obtaining funding and commitment responsibilities were presented.

If supplemental funding applications are decided upon, then the applications must be
filed

Rural Development as soon as possible so Anderson & Associates can secure permission
to

advertise project before December 31, 2003.

The County and the Town decided to meet separately to discuss said matter further.

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

Office Building on Wednesday, November 12, 2003, at 12:00 noon.

PRESENT: All Board Members.

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

Evans; Sally Morgan and Duncan McGregor.

The Chairman called the meeting to order.

Rev. James Bangle, Ebenezer Lutheran Church led the invocation and Amber
Tilson

led the Pledge of Allegiance.

Upon motion of Ms. Neitch, seconded by Mrs. Jennings, and duly carried, the
Board approves the agenda as to form adding and deleting the following:

1. Add Personnel Committee report.
2. Add Public Safety Communication Towers.
3. Delete Vivan Coletti – Happy Birthday America 2007.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried,
the Board approves the minutes of October 14, 2003, October 28, 2003, and November 5,
2003, as presented.

Ms. Nancy Purefoy and Barbara Steele appeared during citizens' time to request
the funds left by Aaron Lash for construction of a gymnasium at the Carnegie School be
given to the Carnegie Alumni Scholarship fund.

Following discussion, upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the aforesaid matter is referred to the Budget Committee for study and recommendation. The County Administrator is directed to contact the bank concerning interest that might have accrued on the Aaron Lash funds.

Vote: 6 Yea

1 Nay (Perry)

Upon motion of Ms. Jennings, seconded by Mr. Blevins, 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 2004/2005 to 2009/2010 funds:

YEAR	NEW SURFACE & TREATMENT	FEDERAL	OTHER	TOTAL
2004-2005	\$283,138	-0-	\$1,123,525	\$1,406,663

and further approves the first year of plan titled Details of the Smyth County, Virginia Secondary Construction Budget for July 1, 2004 through June 30, 2005.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following from the appropriate fund account for the month of November 2003:

General County	\$1,000,000.00
Department of Social Services (Nov. 2003)	\$400,000.00
(December 1 st – 8 th , 2003)	\$35,000.00
Schools	
Operation	\$2,900,000.00
Textbook	\$5,000.00
Capital Outlay & School Debt	\$200,000.00
Green Hill/Shuler Hollow Sewer Project	\$216,458.43
Social Security Funds	\$89.84
Animal Damage Fund	\$81.68
Industrial Development Authority	\$2,736.20

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried,
the Board approves the warrant listing in the amount of \$761,513.54 for the month of
November 2003.

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, the County Attorney recommends a real estate tax refund and the Board approves it to Douglas & Linda J. Teaster in the amount of \$596.40 as per request of M. Richard Walker, Commissioner of the Revenue.

The Insurance Committee informed the Board on health insurance renewal with Anthem Blue Cross-Blue Shield the increase between project income requirement of \$1,178,191.00 and the present income of \$1,041,603.00 would be \$136,588.00. They recommend the 13.1% increase be borne by the County and the individual employee share of the premium would remain the same per month. Break down as follows:

	Total	Employer	Employee
Employee	\$314.78	\$259.12	\$ 55.66
Employee + 1 Child	\$472.19	\$388.70	\$ 83.49
Employee + 2 or more Children	\$724.02	\$596.00	\$128.02
Employee + Spouse	\$661.05	\$544.17	\$116.88
Family	\$1,007.34	\$829.23	\$178.11
Medicare Carve Out	\$283.31	\$233.22	\$ 50.09

- ❖ Effective January 1, 2004 prescription drug program will move to Anthem Blue Cross and Blue Shield Pharmacy Benefit Manager. The current contract with Merck Medco Health will expire at that time.
- ❖ Renewal is based on the KeyCare 300, prescription drug co-payment of \$10/20/35, \$20 office visit co-payment, and the July 1, 2003, legislative and benefits changes.
- ❖ To manage prescription drug cost, *Retail Maintenance feature* is not available and the prescription drug coverage will continue as a *Mandatory generic program*, 90 day maintenance prescriptions are available using the mail order service.

Following discussion, upon motion of Ms. Jennings, seconded by Ms. Neitch, and duly

carried, the Board approves the Insurance Committee recommendation on Anthem Blue Cross-Blue Shield KeyCare 300 health insurance plan, \$300 deductible; \$20.00 Office visit co-pay; \$3,000 out of pocket for covered medical expenses; with Drug Card \$10/20/35 with the Board's participation at the above stated rates effective January 1, 2004 – December 31, 2004.

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Ms. Jennings, seconded by Mr. Fullen, and duly carried, the Board approves the Insurance Committee recommendation to retain Carter F. Garrett, Jr., Employee Benefits Management, Inc. 415 South College Avenue, Salem, Virginia 24153, as consultant at the sum of \$3,685.00 per year for review of health and dental insurance during calendar year 2004. An additional sum to be charged if the County decides to go out for bids on health or dental insurance.

Vote: 6 Yea

1 Nay (Neitch)

The Department of Motor Vehicles sells the Animal Friendly license plate which is authorized by Virginia Code, §46.2-749, as part of its special license plate program. This plate is issued to supporters of dog and cat sterilization programs at a cost of \$25.00 per year in addition to the prescribed fee for vehicle registration. After the first 1,000 sets of plates are sold, \$15.00 of each fee is made available to the locality in which the vehicle is registered, to be used to support sterilization programs for dogs and cats. This money is set aside in a special fund titled the Dog and Cat Sterilization Fund for distribution to localities.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board approves the sum of \$510.00, as DMV's records indicate is due Smyth County from this fund to the Smyth County Humane Society when said funds are received.

Following discussion, upon motion of Mr. Fullen, seconded by Mr. Perry, and duly carried, the matter of a possible ordinance for removal of fire debris is referred to the Smyth County Planning Commission for study and recommendation.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, the Board approves the donation of a surplus sheriff's department vehicle to the Sugar Grove Rescue Squad to be used for training and meetings, when said vehicle becomes available.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, Dennis R. Blevins is reappointed as a member of the Smyth County Planning Commission for a term of office beginning upon his qualification and expiring 12-31-2007.

Vote: 5 Yea

2 Nay (Neitch and Blevins)

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, Karl Kalber is appointed as a member of the Smyth County Planning Commission for a term of office beginning upon his qualification and expiring 12-31-2007.

Vote: 5 Yea

2 Nay (Roberts and Blevins)

Upon motion of Ms. Neitch, seconded by Mr. Staley, and unanimously carried, Vickie Stamper is reappointed as a member of the Smyth-Bland Regional Library for a term of office beginning upon her qualification and expiring 12-31-2007.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, Cameron Wolfe, Jr. is reappointed as a member of the Board of Appeals Virginia Statewide Building Code for a term of office beginning upon his qualification and expiring 12-31-2007.

Upon motion of Ms. Neitch, seconded by Mr. Staley, and unanimously carried, Mr. C. C. "Charlie" Clark, resigned from the Northfork District, on the Board of Zoning Appeals, to be held open for a name of a person from the Northfork District to be sent to the Judge of the Circuit Court for consideration of appointment.

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, the Board authorizes the County Attorney to bring legal action as per request of Clegg Williams, Zoning Administrator, concerning a complaint on John E. & Elmer W. Taylor, 211 Martha's Lane, Konnarock, VA, creating an automobile graveyard.

Vote: 5 Yea

2 Nay (Neitch and Blevins)

The matter of legal agreement with Jeff Campbell, Attorney, on the Cedars/Hall Sewer project is continued to the November 20th, 2003 continued Board Meeting.

Upon motion of Mr. Fullen, seconded by Ms. Jennings, and unanimously carried, the Board approves payment in the amount of \$54,360.00 for the Cedars/Hall Sewer Project and Thomas Bridge Interconnection Water Project Norfolk Southern Licenses Agreement for railroad permits as follows:

Activity No.	Description	Total Fee
1049982	10" Gravity Sewer-C/HA Plan Sheet 12	\$ 9,580.00
1049981	6" Gravity Sewer-Thomas Bridge Interconnect	\$ 8,080.00

1041828	8" Gravity Sewer & 6" Sewage Force	\$17,650.00
	Main – C/HA Plan Sheet 10	
1041826	8" Gravity Sewer – C/HA Plan Sheet 11	\$ 9,400.00
1037401	10" Gravity Sewer – C/HA Plan Sheet 2	<u>\$ 9,650.00</u>
	Total Railroad License Fees	\$54,360.00

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the County Attorney recommends and the Board approves a refund in the amount of \$288.68 for personal property tax refund to Woodgrain Millwork, Inc. P. O. Box 948, Marion, VA 24354, as per request of M. Richard Walker, Commissioner of the Revenue.

The Personnel Committee was informed Smyth County received approximately \$30,000 in funds from the Virginia Wireless E-911 Service Board. Said funds can be used only for the following reasons:

1. Salaries of dispatchers.
2. Salary of 911 director if they have no other duties outside of 911 center.
3. Holiday – Overtime pay of dispatchers.

4. Salary of training coordinator.
5. Any other training cost.

Following discussion, upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimately carried, the Personnel Committee recommends and the Board approves funds collected by the Wireless Board on cell phone user tax remitted to Smyth County be used to supplement the 911 dispatchers salaries and two supervisors as follows:

1. Nine (9) regular dispatchers will receive a monthly supplement to their pay to equal \$2,000 per year.
2. Two (2) supervisors will receive a monthly supplement to their pay to equal \$3,000 per year.
3. The supplements will only be paid as long as Smyth County receives the wireless money from the State and may be terminated if funds received are cut.

The following Board Matters were continued:

1. Matter of collection of delinquent real estate taxes.
2. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds Committee)

3. Request from Shirley C. Gordon, Chairperson, Grayson County Board of Supervisors to recommend to legislators and Governor Warner that a representative be appointed from Southwest Virginia to serve on the Tax Commission.
4. Strategic Plan for Smyth County Board of Supervisors.
5. Ken Heath's request concerning establishment of a local tax abatement ordinance.

(Referred to County Attorney)
6. Matter of Aaron Lash Trust Fund. (Budget Committee)
7. East County Spring Source Study. (Duncan McGregor)
8. Town of Marion request concerning Campbell Avenue Sewer. (Budget Committee continued for further information)
9. Cold Crest Drive reference being brought into Secondary Road System.

(County Attorney awaiting information before advertising a public hearing)
10. Bob Mason's request concerning road repairs on privately owned road – Green Hills Project. (Water/Sewer Committee)

11. Memorandum of Understanding between Smyth County and Tazewell County for

Micro-Enterprise Loan Program (CDBG Funds) Sally Morgan

12. Sheriff Bradley's request for a metal cover to be placed in front of Jail and tables to be placed under said cover. Funds to be taken from Inmate Canteen Fund. (Budget Committee awaiting Town Zoning question to be resolved)

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board continued its meeting to Novemeber 20th, 2003, at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission.

Earl McClure, Chairman, Smyth County Planning Commission, gave the Board a verbal report on the Planning Commission activities for the month of October 2003.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Planning Commission recommended and the Board approved the application of David C. Hamm for a Special Use Permit for a Recreation RV Park located at 68 Old Quarry Road,

Saltville, VA 24370, contingent upon procurement of Smyth County Health Department permit.

Vote: 6 Yea

1 Nay (Roberts)

Shannon Williams, E-911 Coordinator, informed the Board Smyth County's topographical environment presents many problems in developing a precise and reliable radio communication system to serve all Fire, EMS, Police Departments, and other law enforcement officers. These topographical features have limited the County to a 65% coverage area in radio communications for EMS/Fire and Law Enforcement personnel county-wide. There is a proposal to install a new radio communications system that would serve all agencies that require radio communications and provide seamless mobile coverage throughout the county and help reduce frequency congestion at the dispatch center. This new system would require the installation of towers in some very strategic locations. Some of the prospective sites, however, are not zoned for towers. As a result, there is a desire to have public safety communication towers added to the Smyth County Zoning Ordinance to allow Smyth County to place 911 towers in the county.

Following discussion, upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, this matter is referred to the Smyth County Planning Commission for study and recommendation.

No Board Member disagreed to bringing up the matter of awarding construction contract on Groseclose Water contract for discussion.

Following discussion, upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board awards Mainline Construction Company from Clinchco, Virginia, the construction contract in the amount of \$462,730 on Groseclose Water Project.

Said funds to come from Virginia Health Department loan funds, with zero percent interest.

Marvin Perry informed the Board the day the matter was discussed on Big Horn Estates he did not ask nor was he escorted by Sheriff's Department personnel from the meeting as was stated in the Smyth County News. He felt the Big Horn Estates people were very orderly, they just wanted an answer to their questions.

Duncan McGregor, County Engineer, answered questions concerning the Allison Gap Sewer Project. The current project shortfall estimate is \$1,773,725.00, which must be resolved before Rural Development will allow Anderson & Associates to proceed with rebidding the project. Shortfall estimate summary is as follows:

Low Bid Difference	- \$2,142,325
Saltville RD Loan	\$ 100,000
Plumbing Funds (CDBG)	\$ 100,000
Re-Design	\$ 218,443
Related Costs	- \$ 349,843
SE/RECAP	\$ 100,000
CDBG	<u>\$ 200,000</u>
Total	-\$1,773,725

The Chairman stated if the Town of Saltville would accept the cost for McHenry Creek and the Wastewater Treatment plant upgrade at an approximate cost of \$600,000, then the County's portion of the shortfall would be approximately \$1.2 million dollars. If supplement funding applications are decided upon, then an application could be filed with Rural Development so Anderson & Associates could secure permission to advertise the project before December 31, 2003.

Following discussion, upon motion of Mr. Blevins to rebid said project, was seconded by Ms. Neitch, motion failed to carry.

Vote: 3 Yea (Neitch, Blevins, Roberts)

4 Nay (Perry, Fullen, Staley, Jennings)

VIRGINIA: At a joint meeting of the Smyth County Board of Supervisors and
Smyth

County Planning Commission held at the County Administration Building
on

Thursday, November 20, 2003, at 7:00 p.m.

PRESENT: All Board Members save Mr. Fullen.

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

The Chairman called the meeting to order.

The Board agreed in form to the agenda presented and added the following
matters:

1. Legal Services Agreement for Campbell, Stratton & Stanley on Cedars Hall Sewer Project.
2. Resolution for the Declaration of a Local Emergency.
3. Letter of support to Tobacco Commission for Education Grant Funds.

Pursuant to notice duly published in a local newspaper, the Board and Planning Commission conducted a joint public hearing on the following zoning matters:

1. An application from Bobby Haga for a Special Use Permit for a Junkyard/

Automobile Graveyard. The property is located at 942 Pierce Road. It is

zoned

Agriculture/Rural by tax map number 48-A-137X4.

Comments:

Clegg Williams, Zoning Administrator, informed the Board and Planning Commission he had received the following petitions:

Louise Billings – strongly disagree with this attempt. Sold him property had no idea of his plans for anything other than normal living site.

Michael Billings – opposed – View from my property is the main reason I placed my home there and the reason I spent a lot of money on my large deck. I feel the view is the major point of interest and value of my property.

Phyllis Gray – opposed since area is zoned agricultural/rural.

Others that opposed since area is zoned agricultural/rural: **Ron Howell; Doug Price; Betty Osborne; James Hamm; J. W. Sexton; Jeffery W. Binder; Linda Harrington; Charles L. Sexton; Sidney Dixon; Anne Arnold; Darnell Lee; James C. Thompson; Ramey Jones; Mike Powers; Carter Hawkins; Michael Pruitt; Perry A. Hall; George Gray; J. M. Sage; Janet M. Sage; Wanda Moretz; Wendell Thomas; Frances Smith; Edward B. Alley; Don West; Barbara Hall; Cecil Hall; Georgia Brown; Karen Weddle; Daniel Shepherd; Natasha Felty; Pamela K. Ray; Terry Billings; Bonnie Pennington; Adam Billings; Pearl Bayes; Danny Miller; Adam Miller; Misty Asbrey; Scott Walton; Nancy L. Ford; James Ford; Kathy Boardwine; Ronald Boardwine; Christie Allgood; Josephine Dixon; Rachel Peak; James K. Peake; Betty Peake; Sandra Minnick; H. E. Minnick, Jr.; Juanita Burkett; Evelyn R. Widener; Jonathan & Pam Barr; Karen Melki; Charles W. Pratt; Sara Pratt; Rick Neel; Charles Presley; James R. Grubb; Ronald E. Collins; Daniel McClure.**

Keith & Brenda Pennington – Opposed.

Jimmy Harrington – Opposed.

2. An application from Phillip Martin for a Special Use Permit to expand Blue

Ridge Knives. The property is zoned Commercial and identified by tax map number 56G-1-42C and 56G-1-43.

Comments:

Mr. F. J. Copenhaver Jr., a neighbor, stated he approved.

Jimmy Harrington stated approved and ask a question concerning improvements to be made on the Adwolfe Road in the future.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and duly carried, the County Administrator is directed to draft a letter of support to the Tobacco Commission for Education Grant Funds on behalf of the Smyth-Washington Regional Facility Authority.

Vote: 5 Yea

1 Abstention (Neitch)

1 Absent (Fullen)

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

RESOLUTION FOR THE DECLARATION OF A LOCAL EMERGENCY

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

1. Due to heavy rains and wind storms, the County of Smyth is facing dangerous flood conditions;
2. Due to the floods, a condition of extreme peril to 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.

DATED: November 20, 2003

BOARD OF SUPERVISORS

ATTEST:

_____ Clerk

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 agreement:

This agreement made this 20th day of November 2003, between Smyth County Board of Supervisors hereinafter referred to as "Owners," and Jeffrey L. Campbell, Campbell, Stratton and Stanley attorney at law, of 326 South Commerce Street, P. O. Box 986, Marion, Virginia 24354, hereinafter referred to as "Attorney";

WHEREAS, Owners are intending to (have formed), an organized body politic under the Code of Virginia, 1950 as amended in Smyth County, Virginia;

WHEREAS, the Attorney agrees to perform all legal services necessary to organize and incorporate said _____ under the provisions of said statutes and to perform all other customary legal services necessary to the organization, financing, construction, and initial operation of a Cedar Hall Addition Sewer system;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

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

1. Preparation and filing of petition for incorporation and supervision and assistance in the taking of such other actions as may be necessary or incidental to cause the Owners to become duly organized and incorporated and to be authorized to undertake the proposed system.

2. Furnish advice and assistance to the governing body of the duly incorporated association 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) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) 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 Utilities Service, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules and Regulations, and rate schedules; (i) such other corporation action as may be necessary in connection with the financing, construction, and initial operation of the system.

3. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract with a city or other source of water supply when necessary.
5. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, 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.
6. 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.
7. 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.
8. 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 attorney shall pay all bond counsel in perfecting the financing aspects, e. g. assessment procedures and completion of

documents. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B – COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:

An hourly rate of \$85.00. The total cost of services to be rendered under this contract shall not exceed \$30,000.00.

Said fees to be payable in the following manner and at the following times:

Upon closing.

SECTION C – OTHER PROVISIONS

1. That upon organization and incorporation the association shall by appropriate resolution adopt and ratify this Agreement, that the association shall be substituted for the individual Owners as a party to this Agreement, and that the Owners as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. That upon organization and incorporation should be association fail or refuse to adopt and ratify this Agreement by appropriate resolution

within _____ days from the date of the commencement of its legal existence, this Agreement shall terminate and Owners shall be liable to the Attorney for payment of \$_____, which sum represents payment in full for the organization and incorporation of the association and for all other legal services rendered to Owners under the terms of this Agreement to the date of said termination.

ATTORNEY:

OWNERS;

SMYTH COUNTY BOARD OF
SUPERVISORS

The Chairman continued the meeting to November 24, 2003, at 4:00 p.m. to discuss the application from Phillip Martin for a Special Use permit to expand Blue Ridge Knives.

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

the County Office Building on Monday, November 24, 2003, at 4:00 p.m.

PRESENT: All Board Members save Mr. Fullen and Ms. Jennings.

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

The Chairman called the meeting to order.

Clegg Williams informed the Board the Smyth County Planning Commission voted unanimously to approve the application from Phillip Martin for a Special Use Permit to expand Blue Ridge Knives. Following discussion, upon motion of Mr. Perry, seconded by Ms. Neitch, and duly carried, the Board approves the recommendation of the Smyth County Planning Commission to approve the application from Phillip Martin for a Special Use Permit to expand Blue Ridge Knives.

Vote: 5 Yea

2 Absent (Fullen and Jennings)

VIRGINIA : At the regular meeting of the Smyth County Board of Supervisors held

at the County Office Building on Tuesday, December 9, 2003 , at 12:00

Noon .

PRESENT: All Board Members.

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

Evans; Sally Morgan , and Duncan McGregor.

The Chairman called the meeting to order.

Rev. Neville Mazingo, Smyth County Community Hospital Chaplin, led the
invocation and Shirley G. Spencer led the Pledge of Allegiance.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried,
the Board approves the agenda as to form adding the following items:

1. Appointments – Smyth-Bland Regional Library – Ellen Hull, Resigned (12-31-04).

2. Executive session for consultation with legal counsel as outlined in §2.2-3711 (A) (7).

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, the Board approves the minutes of November 12th, November 20th, and November 24th, 2003 as presented.

During Citizen's Time, Mary Ann Buchanan representing the Nebo School , appeared to request the Board encourage Mr. Jeff Campbell, Attorney, proceed with the paper work to obtain said organization a tax exemption form 501-3C. The Chairman stated the Board would speak with Mr. Campbell concerning the matter.

Earl McClure appeared during Citizen's Time requesting information on the status of the County employing a Financial Director.

Upon motion of Ms. Jennings, seconded by Mr. Blevins, and unanimously carried, BE IT RESOLVED that the Smyth County Board of Supervisors appropriates the following from the appropriate fund account for the month of December 2003:

General County

\$875,000.00

Department of Social Services	\$340,000.00
(Jan. 1 st – 12 th , 2004)	\$ 35,000.00
Schools	
Operations	\$2,750,000.00
Textbook	-0-
Capital Outlay & School Debt	\$ 100,000.00
Green Hill/Shuler Hollow	\$ 218,084.11
Animal Damage	\$ 180.00

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, the Board approves the warrant listing in the amount of \$706,296.37 for the month of December 2003.

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried, the County Attorney recommends and the Board approves M. Richard Walker, Commissioner of the Revenue, request to refund G. E. Capital Corporation, Attn: Peggy Mitchell, Property Tax Analyst, 10900 NE 4th Street Suite 500 , Bellevue , WA 98004 , the amount of \$185.50 for 2002 Personal Property Tax.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board authorizes payment for end-of-month salaries on December 22, 2003 , due to the Christmas holidays.

Upon motion of Ms. Jennings, seconded by Mr. Perry, and unanimously carried, Darlene Neitch is reappointed a member of the Smyth County Department of Social Services for a term of office beginning upon her qualification and expiring 12-31-07 .

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, Betsy L. Sayers, 1410 Prater Lane , Marion , VA 24354 is appointed Smyth County Historian for a term of office beginning upon her qualification and expiring 12-31-07 .

Upon motion of Ms. Jennings, seconded by Mr. Staley, and unanimously carried, Sally Morgan and Mike Roberts, Alternate, each is reappointed a member of the Southwest Development Financing, Inc. Board for a term of office beginning upon their qualification and expiring 12-31-05 .

Upon motion of Mr. Blevins, seconded by Ms. Jennings, and unanimously carried, Frank E. Lewis, C. P. Brickey, Jr., Robert E. Cochran, E. B. J. Whitmore, III, James Parlier, Eddie D. Foster, and Sidney Blankenbeckler, each is reappointed a member of the Local Transportation Safety Commission for a term of office beginning upon their qualification and expiring 12-31-07 .

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and unanimously carried, Mike Roberts is reappointed a member of the Mount Rogers Planning District Commission for a term of office beginning upon his qualification and expiring 12-31-07 .

Upon motion of Mr. Fullen, seconded by Mr. Staley, and unanimously carried, the Board requests the Smyth County Planning Commission nominate a member of their Commission for the Board's consideration of appointment to the Mount Rogers Planning District Commission.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, Warren Elliott, 228 Matson Street , Saltville , VA 24370 is reappointed a member of the Mount Rogers Planning District Commission for a term of office beginning upon his qualification and ending 12-31-07 .

Upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried, Darlene Neitch and Raymond Buchanan, each is reappointed a member of the Chapter 10 Mental Health & Mental Retardation Services Board for a term of office beginning upon their qualification and ended 12-31-06 .

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, J. Patton Graham, 202 Keller Lane , Marion , VA 24354 , is appointed a member of the Smyth-Bland Regional Library for the remaining term of Ellen Hull, Resigned, beginning upon his qualification and expiring 12-31-2004 .

Upon motion of Mr. Staley, seconded by Ms. Jennings, and unanimously carried, Ronnie Hall, 218 Rolling Hills Drive , Marion , VA 24354 , is reappointed a member of the Board of Appeals VA Statewide uniform Building Code for a term of office beginning upon his qualification and expiring 12-31-06 .

Upon motion of Ms. Neitch, seconded by Mr. Blevins, 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 12-31-04 .

Upon motion of Mr. Blevins, seconded by Mr. Perry, and unanimously carried, Mike Roberts is reappointed a member of the Bristol Highlands Juvenile Detention Center Advisory Commission Board for a term of office beginning upon his qualification and expiring 12-31-07 .

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, F. Joseph Copenhaver, 515 Crab Orchard Lane , Marion , VA 24354 , is reappointed a member of the Smyth-Wythe Joint Airport Commission for a term of office beginning upon his qualification and expiring 12-31-2007 .

Upon motion of Mr. Perry, seconded by Ms. Jennings, and unanimously carried, Darlene Neitch and Russell E. Adams, each is reappointed a member of the Konnarock Neighborhood Facility Authority for a term of office beginning upon their qualification and expiring 12-31-07 .

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and unanimously carried, Brian Schmidt, 739 Songbird Lane , Chilhowie , VA 24319 is appointed a member of the New River-Highlands Resource Conservation and Development Area Board for a term of office beginning upon his qualification and expiring 12-31-07 .

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

Marvin R. Perry is reappointed as a member of the Community Policy Management Team for a term of office beginning upon his qualification and expiring 12-31-04 .

Upon motion of Ms. Neitch, seconded by Ms. Jennings, and unanimously carried, the Board continues the matter of request from Mount Rogers Planning District Commission concerning support of the Resolution In Opposition to Natural Resource Funding Based on Fees.

Upon motion of Mr. Perry, seconded by Ms. Neitch, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors supports resolution adopted by the Mount Rogers Planning District Commission concerning support of Tax Reform Commonwealth of Virginia as follows:

WHEREAS, several study committees have been formed over the past ten or more years to look at Virginia 's tax structure and report to the Governor or the legislature; and

WHEREAS, each committee has conducted its assigned duty and prepared a report; and

WHEREAS, each committee has determined that our current tax structure has inequities, is unfair, and doesn't distribute revenues from the state to its local governments according to the obligations as stated in the Code of Virginia; and

WHEREAS, the Governor of Virginia stated to county, city, and town leaders that he would come forward with a comprehensive tax reform package for consideration at this year's General Assembly Session; now

THEREFORE BE IT RESOLVED that the Mount Rogers Planning District Commission has reviewed the findings of each study commission and supports their conclusions that unfairness exists; and

BE IT FINALLY RESOLVED that the Mount Rogers Planning District Commission encourages and supports the Governor as he strives to overcome unfairness and inequities in the formulation of a Comprehensive Tax Reform Package for the General Assembly to consider.

Vote: 6 Yea

1 Nay (Staley)

Upon motion of Mr. Perry, seconded by Mr. Staley, and unanimously carried, the County Attorney is authorized to petition the Circuit Court Judge to appoint a Board of Equalization.

The matter of Allison Gap Sewer Project was brought on for discussion.

Chairman Roberts pasted the Chair to the Vice Chairman.

A letter was presented to the Board from Todd Christensen, Associate Director, Department of Housing & Community Development stating failure to meet RD's conditions and subsequent failure to advertise again for construction bids by December 31, 2003 , will result in DHCD rescinding the CDBG offer of \$800,000 to Smyth County for the Allison's Gap Sewer Project.

Following discussion, upon motion of Mr. Roberts, seconded by Mr. Blevins, and duly carried, that Smyth County amend their Application for Federal Assistance on the Allison Gap Project to include an additional \$1,773,725 as per the revised project estimates. This application will be made with the understanding that up to \$800,000 in grant money will be requested from Rural Development and up to \$600,000 will be requested from the Town of Saltville and that the project will be advertised for Construction Bids prior to December 31, 2003 .

The following funding table was presented:

	Allison Gap	WWTP	McHenry's Creek	TOTAL	RD PROPOSED
RD LOAN	\$ 769,533	\$1,754,500	\$211,467	\$2,735,500	\$373,725
RD GRANT	\$2,000,000			\$2,000,000	\$800,000
CDBG	\$1,000,000			\$1,000,000	
Town RD			\$400,000	\$ 400,000	\$600,000
DEQ/EPA		\$ 654,750		\$ 654,750	
SE/RCAP	\$ 100,000			\$ 100,000	
County	\$ 180			\$ 180	
Additional Required	\$1,470,475	\$ 303,250	\$ -0-	\$1,773,725	\$ -0-
Total	\$5,340,188	\$2,712,500	\$ 611,467	\$8,664,155	

Vote: 5 Yea

2 Nay (Jennings and Staley)

Vice Chairman Neitch turned Chair back to Chairman Roberts.

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
Mutual Aid Agreement with an additional to Section 2 in bold print:

MUTUAL AID AGREEMENT

Whereas, the Town of Chilhowie, Marion and Saltville are contained within the County of Smyth and whereas the Sheriff's Office of Smyth County and the Police Departments of the three Towns have determined that it would be advantageous to enter into a mutual aid agreement pursuant to Virginia Code Section 15.2-1736, in order law enforcement officers of each department may better serve those areas of the County and Towns.

Whereas, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend Mutual Aid in the form of law enforcement services in intensive situations falling short of emergencies.

Whereas, it is the intent of this agreement that as a result of the existing and continuing possibility of intensive situations and other law enforcement problems, and in order to ensure that qualified personnel are available and will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, it has been determined that the Sheriff and deputies with the Smyth County Sheriff's Office and the Chiefs and officers with the Police Departments of the

Towns of Chilhowie, Marion and Saltville should have the authority pursuant to Virginia Code Section 15.2-1736 to request and render assistance in law enforcement situations.

Now, therefore, be it known that the governing bodies of Smyth County and the Towns of Chilhowie, Marion and Saltville, by proper resolutions enter into at their regular meetings, and with the agreement of the Sheriff of Smyth County and the Chiefs of Police of Chilhowie, Marion and Saltville hereby approve and enter into this agreement whereby each of the officers may request and render law enforcement assistance to the other in situations in which assistance will be rendered, for example: Civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, and patrol activities. Also, investigations of crime that have crossed jurisdictional lines and backup services during patrol. Now, therefore, the parties agree as follows:

SECTION I. Each agency will bear the liability arising from acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this mutual aid agreement.

SECTION II. Each party shall provide satisfactory proof of police professional liability insurance including public liability insurance in the minimum amount of \$1,000,000.00. Each party shall maintain workman's compensation insurance in the statutorily required amount for any person covered by this agreement. Should the coverage of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such cancellation or change within ten days of their receipt of notice of such change. **After receiving such notice, the other parties to this agreement may provide a 5-day written notice to the party which has had its insurance terminated, and unless the terminated party furnishes proof of continuous insurance coverage as provided herein within this 5-day period, this agreement may be terminated as to that party by written notice of any signatory to this agreement.**

SECTION III. Whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in, or to any written agreement entered under, this part, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed or appointed.

SECTION IV: This agreement shall be in effect from January 1, 2004 , through and including December 31, 2007 . Under no circumstances may the agreement be renewed or extended excepted in writing. (There must be a definite time limitation).

SECTION V. Any party may withdraw from this agreement upon written notice to all other parties.

Executed pursuant to resolution of the Smyth County Board of Supervisors at its regular meeting on December 9, 2003 .

Executed pursuant to resolution of the Chilhowie Town Council at its regular meeting on _____, _____.

Executed pursuant to resolution of the Marion Town Council at its regular meeting on _____, _____.

Executed pursuant to resolution of the Saltville Town Council at its regular meeting on _____, _____.

In witness thereof, the parties hereto cause these presents to be signed by their duly authorized officers on the below mentioned date.

R. David Bradley, Sheriff
Smyth County Sheriff's Office

Edwin B. J. Whitmore, III
Smyth County Administrator

Montie Mills, Chief
Chilhowie Police Department

Gary Heninger, Mayor
Town of Chilhowie

Michael D. Roberts, Chief
Marion Police Department

David Helms, Mayor
Town of Marion

Steve Surber, Chief

Saltville Police Department

Frank E. Lewis, Mayor

Town of Saltville

Upon motion of Ms. Jennings, seconded by Mr. Perry, and unanimously carried, the Board approves registration fee of \$200.00; \$97.00 for motel/parking (Total \$891.00) plus mileage and meals not covered by registration for the newly elected supervisors to attend the County Supervisor's Forum to be held on January 9th, 10th, 11th, 2004 at the Omni Richmond Hotel.

Upon motion of Ms. Jennings, seconded by Mr. Staley, and duly carried, the Budget Committee recommends the Board allocate the sum of \$3,403.66 (principal and interest) from the Aaron Lash Fund to the Carnegie Alumni Association upon proper documentation presented to the County Attorney that said Association is a tax exempt organization was approved by the Smyth County Board of Supervisors.

(Note: Michael Roberts stated he was a Town of Marion employee for the record)

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

the Budget Committee recommends the Board allocated a sum up to \$70,000 for the county's participation in replacement of the Campbell Avenue Sewer Line and the Board approves the Budget Committee recommendation.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and unanimously carried, the Board approves the recommendation of the Smyth County Planning Commission to not approve the application from Bobby Haga for a Special Use Permit for a Junkyard/Automobile Graveyard.

Upon motion of Mr. Perry, seconded by Mr. Blevins, and unanimously carried, the Board continues its meeting to December 18th, 2003 , at 7:00 p.m. for a joint public hearing with the Smyth County Planning Commission on zoning matters.

The Board continued the following items:

1. Matter of collection of delinquent real estate taxes.
2. Request from Nebo Community Center Board to become owners of the old Nebo School either by lease or donation. (Building & Grounds Committee)

3. Request from Shirley C. Gordon, Chairperson, Grayson County Board of Supervisors to recommend to legislators and Governor Warner that a representative be appointed from Southwest Virginia to serve on the Tax Commission.
4. Strategic Plan for Smyth County Board of Supervisors.
5. Ken Heath's request concerning establishment of a local tax abatement ordinance.(Referred to County Attorney)
6. East County Spring Source Study.
7. Cole Crest Drive reference being brought in Secondary Road System
(County Attorney awaiting information before advertising a public hearing)
8. Bob Mason request concerning road repairs on privately owned road – Green Hill Sewer Project. (Water/Sewer Committee)
9. Memorandum of Understanding between Smyth County and Tazewell County for Micro-Enterprise Loan Program (Draft Management Plan) (CDBG Funds) (Sally Morgan)
10. Sheriff Bradley's request for a metal cover to be place in front of Jail and tables to be placed under said cover. Funds to be taken from Inmate Canteen Fund. (Budget Committee awaiting Town Zoning question to be resolved)

Earl McClure, Planning Commission Chairman, presented the Board an update on Planning Commission activities.

Robert Hurt, Resident Engineer, Department of Highways, presented the Board an approved Secondary System Construction Program Estimated Allocations for fiscal years 2004 – 2010.

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

WHEREAS, Mr. Richard Walker has served Smyth County as Commissioner of the Revenue for over twenty-two (22) years (from July 1981 through December 2003); and

WHEREAS, Mr. Walker has worked hard throughout his tenure to insure that our citizens have been provided with fair and equal treatment through the local tax assessment process; and

WHEREAS, Mr. Walker has been a friend to Smyth County citizens, and in particular, has assisted with tax relief for the elderly and provided general assistance to many residents with tax-related questions.

THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors honors Mr. Marvin Richard Walker, Commissioner of the Revenue for Smyth County, Virginia, on the occasion of his retirement effective December 31, 2003, and extends its appreciation and gratitude to Mr. Walker for his dedication and long-term service to Smyth County.

Adopted by the Smyth County Board of Supervisors on December 9, 2003 .

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 December 22, 2003, at 5:00 p.m., on proposed amendments exceeding \$500,000 to the Smyth County Fiscal Year 2003 – 2004 Budget for the Allison Gap Sewer Project, as provided in §15-2-2507 of the Code of Virginia, as amended.

Upon motion of Ms. Jennings, seconded by Ms. Neitch, and unanimously carried, the Board agreed to enter into executive session for consultation with legal counsel as outlined in §2.2-3711 (a) (7) of the Code of Virginia, as amended.

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

Vote: 7 Yea

0 Nay

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

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

WHEREAS, §2.2-3711 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

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

County Office Building on December 18, 2003 , at 7:00 p.m.

PRESENT: All Board Members save Ms. Jennings and Mr. Fullen

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

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 an application from Bobby Haga for a Special Use Permit for automotive sales and service.

The property is located at 942 Pierce Road . It is zoned Agriculture/Rural and identified by tax map number 48-A-137X4.

Comments:

Brenda Pennington stated Mr. Haga operates a business now with noise and traffic and is not considerate of the neighbors; therefore, she is against the application.

Keith Pennington stated he was against the application. He agreed with his wife, Brenda, stating Mr. Haga already operated an automotive sales and service without benefit of a zoning permit. He presented pictures showing vehicles and stating there was an increase from November.

Mr. Haga was not present, and no one else spoke for or against said application.

The public hearing was declared closed.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board agreed to enter into executive session to consult with legal counsel concerning pending litigation as outlined in Section 2.2-3711 (A) (7) of the Code of Virginia, as amended.

The Chairman declared the executive session ended.

VOTE: 5 Yea

2 Absent (Fullen and Jennings)

Upon motion of Mr. Staley, 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 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:5 Yea

2 Absent (Fullen and Jennings)

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

County Office Building on Monday, December 22, 2003 , at 5:00 p.m.

PRESENT: All Board Members save Mr. Staley and Ms. Jennings.

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

The Chairman called the meeting to order.

Pursuant to notice published in a local newspaper, the Board proceeded to conduct a public hearing on proposed amendments exceed \$500,000.00 and pursuant to §15.2-2507 of the Code of Virginia this public hearing required to amend the budget to provide for the amount of Income and Expenses set out herein.

The purpose of the proposed amendments is to permit, on the funding conditions of the income amendments, and subject to the expense estimate for the expense amendment, as described herein, to provide for the construction of a sewer system to serve the residents of the Allison Gap community in the Saltville Election District; to join with the Town of Saltville in the reconstruction of the sewer plant of the Town of Saltville; after the reconstruction of the sewer plant of the Town, to acquire a forty (40%) interest for the

citizens of the County in the treatment capacity of the sewer plant of the Town of Saltville; to provide for the construction of the necessary lines and facilities; pumping stations, implements and accessories to provide the necessary facilities for sewer service to the Allison Gap section of Smyth County; and for the other construction detail described in the plans of Anderson and Associates for this project.

The proposed amendments to income and expenses in the 2003 – 2004 budgets are:

Income for 2003 – 2004	Expenses for 2003 – 2004
Budget: Income, page 86	Budget: Expenses, page 93
Allison Gap Sewer (current) \$6,623,000.00	Current Estimate: \$6, 623,000.00
Add: Rural Development loan 373,000.00	<u>Revised</u> estimate of
Add: Rural Development grant 800,000.00	additional construction
Add: Town of Saltville funds	Cost of Allison Gap 1,773,725.00
(By Rural Development loan) 600,000.00	Sewer
Miscellaneous additional funds: <u>725.00</u>	
Total: Current and additions: \$8,396,725.00	\$8,396,725.00

No one appeared to speak for against said proposed amendment.

The Chairman declared the public hearing closed.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, the County Administrator is authorized a public hearing to be held on January 13, 2004 , at 3:00 p.m. on the proposed issuance of bonds by Smyth County in the estimated amount of \$503,049 on the Groseclose Water Project.

Upon motion of Mrs. Neitch, seconded by Ms. Blevins, and duly carried, the Board amends the General County Budget for fiscal year 2003 – 2004 as follows:

Income for 2003 – 2004		Expenses for 2003 – 2004
Budget: Income, page 86		Budget: Expenses, page 93
Allison Gap Sewer (current) \$6,623,000.00		Current Estimate: \$6,623,000.00
Add: Rural Development loan 373,000.00		Revised estimate of
Add: Rural Development grant 800,000.00		additional construction
Add: Town of Saltville funds		Cost of Allison Gap 1,773,725.00
(By Rural Development loan) 600,000.00		Sewer

Miscellaneous additional funds: 725.00

Total: Current and additions: \$8,396,725.00

\$8,396,725.00
