

AGENDA

Tuesday, December 8, 2015
4:00 PM

4:00 CALL MEETING TO ORDER (Chairman Wade H. Blevins, Jr.)

CLOSED SESSION

Code of Virginia, Section 2.2-3711 - **A.1; Personnel Matters;** Discussion, consideration, or interviews of prospective candidates for employment and contracts **A.3; Real Property Acquisition;** Discussion or consideration of the acquisition of real property for a public purpose and **A.5; Industrial/Business Prospects;** discussion concerning a business or industry considering expansion with no previous announcement being made.

5:00 CALL MEETING TO OPEN SESSION

Invocation and Pledge of Allegiance

ADOPTION OF AGENDA

Adopt the agenda and the additional agenda as presented

MINUTES OF PREVIOUS MEETINGS

Request adoption of the November 12th, and November 19th, 2015 meeting minutes.

FINANCIAL UPDATE

Michael Carter – Inform the Board of the County's financial status

PAYMENT OF INVOICES

Consideration of appropriations and accounts payable as listed on the additional agenda.

5:15 CITIZENS TIME

5:30 Presentation of County Audit-Brown Edwards

5:45 Request for purchase of Cars for Smyth County Sheriff Office-Major Hounshell

6:00 Public Hearing-DSS Employee Bonus Ordinance

6:15 Public Hearing-Back of the Dragon Scenic Overlook

NEW BUSINESS

***Consideration of Deed of Easement for District Three- Scott Simpson**

***Mutual Aid Agreements-Michelle Clayton**

***Personnel Committee Recommendations- Wade Blevins, Chair**

***Courthouse Committee Recommendations- Blake Frazier, Chair**

***Schedule Public Hearing for Criminal Background Check Ordinance to January 12, 2015 at 6:00 P.M.**

OLD BUSINESS

1. Collection of delinquent taxes. **(8-10-04)**
2. Financial Discussion. **(7-9-13)**
3. Mega-Site Project **(11-17-11)**

Supervisor Comment Time

Meeting reminders:

Board of Supervisors Meeting Minutes
November 12, 2015

The Smyth County Board of Supervisors held its regular meeting at 4:00 p.m., Thursday, November 12, 2015. The location of the meeting was in the First Floor Board Room of the County Office Building, 121 Bagley Circle, Suite 100, Marion, Virginia.

PRESENT: Chairman, Chilhowie District Supervisor Wade H Blevins, Jr.; Vice Chair, Park District Supervisor M. Todd Dishner; Rye Valley District Supervisor Rick K Blevins; North Fork District Supervisor Ron C Blevins; Saltville District Supervisor Roscoe D Call (5)

ABSENT: Atkins District Supervisor J. Howard Burton; Royal Oak District Supervisor G. Blake Frazier (2)

STAFF: County Administrator Michael Carter; Assistant County Administrator Scott Simpson; County Attorney Michelle Clayton; Administrative Assistant Kelly Woods; Director Community & Economic Development Lori Hester (5)

4:03:16 PM Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. called the meeting to order.

A motion was made by Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Ron C. Blevins to enter into closed session under Code of Virginia, Section 2.2-3711-A.1 Personnel; A.5; Industrial/Business Prospects; discussion concerning a business or industry considering expansion with no previous announcement being made; and A.7 Legal; discussion with legal counsel and staff pertaining to actual or probable litigation.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins and
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier and Atkins District Supervisor J. Howard Burton.

4:09:00 PM Royal Oak District Supervisor G. Blake Frazier entered the meeting.

5:03:23 PM Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. called the meeting to order from closed session.

It was moved by Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Ron C. Blevins to adopt the following Resolution certifying the business conducted in

Closed session as follows:

RESOLUTION
CERTIFICATION OF CLOSED SESSION

WHEREAS, the Smyth County Board of Supervisors has convened in a closed session 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 a meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED 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 closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by the Smyth County Board of Supervisors.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:03:52 PM Lori Hester, Director of Community and Economic Development gave the Invocation and Kelly Woods, Administrative Assistant led the Pledge of Allegiance.

5:05:00 PM A motion was made by North Fork District Supervisor Ron C. Blevins to adopt the Agenda and Additional Agenda. Royal Oak District Supervisor G. Blake Frazier seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:05:06 PM It was moved by Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Ron C. Blevins to approve the minutes of the September 24th, October 13th, and October 27th, 2015 meetings.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:05:25 PM Michael Carter, County Administrator presented the Board with information on the current FY15-16 budget and a current month analysis for appropriations.

5:14:59 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$3,075,870.00 from the General Fund. The following is an explanation of the appropriations approved:

General County:	\$1,150,000.00
Social Services (November 11-November 30, 2015)	\$295,000.00
(December 1-December 8, 2015)	\$60,000.00
Schools-Operating Fund	
Instruction	\$215,244.00
Administration, Attendance & Health	\$19,048.00
Transportation	\$132,267.00
Facilities	\$214,831.00
School Food Service	\$348,130.00
Technology	\$86,350.00
School Debt and Capital Outlay	
Debt Service	\$555,000.00
Total General Fund:	\$3,075,870.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,

Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

It was moved by Saltville District Supervisor Roscoe D. Call seconded by Park District Supervisor M. Todd Dishner to appropriate \$943,918.67 for the Courthouse Project.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: North Fork District Supervisor Ron C. Blevins

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

It was moved by Saltville District Supervisor Roscoe D. Call seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$960.26 from Sheriff Fund 748 for outstanding invoices.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$1,129,061.63 for the Accounts Payable listing.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:17:20 PM Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. opened Citizen's time.

5:17:35 PM Lynn Pease, 752 Skyview Drive Chilhowie VA 24319, presented Chairman Wade H. Blevins Jr. with two names from the Chilhowie District, he would like considered to serve on the Board for Smyth Bland Regional Library.

5:21:04 PM Diane Webb, a representative for PAC with the SWVA Training Center, was present to request for the Board to provide a resolution of support to see the training center stay open.

5:25:30 PM Brian Martin, 14400 Grosses Creek Road, Chilhowie, VA 24319, presented information concerning his road conditions. Mr. Martin stated that his road is in disrepair and would like for it to be resurfaced.

5:31:05 PM With no one else wishing to speak, Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. closed citizen's time.

5:31:34 PM Park District Supervisor M. Todd Dishner made a motion to schedule a public hearing for consideration of the grant application for the Back of the Dragon Project, on December 8, 2015 at 6:15 P.M. Saltville District Supervisor Roscoe D. Call seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:34:29 PM North Fork District Supervisor Ron C. Blevins made a motion to allow Chairman, Wade H. Blevins Jr. to sign a Special Tax Assessment release that Michelle Clayton, County Attorney had prepared in relation to a VDOT Road project. Saltville District Supervisor Roscoe D. Call seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and

Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:35:15 PM Michael Carter, County Administrator brought a recommendation before the Board of Supervisors from the Budget Committee. It is the committee's recommendation to allow a line transfer for the Water Department as shown below.

Transfer \$65,000.00 from line item 501-085010-0205 (Apple Valley) to line item 501-085020-0104 (Hungry Mother/Walker's Creek).

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

Michael Carter, County Administrator brought a recommendation before the Board of Supervisors from the Budget Committee to amend the FY2015-2016 Budget from \$88,527,209 to \$88,577,209 as shown below.

Line Item Number	Title	Expense
Fund 1 -042030-8888-27	Refuse Collection & Disposal-Haul and Disposal	\$50,000.00
Line Item Number	Title	Revenue
Fund 1-016080-0003	Landfill Tipping Fees	\$50,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Saltville District Supervisor Roscoe D. Call,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

Michael Carter, County Administrator brought a recommendation before the Board of Supervisors from the Budget Committee. It is the committee's recommendation to award the bid for nuisance cleanups to Teaters Trucking in the amount of \$12,800 for the Mattie Lee Richardson and Lois M. Miller properties and to move forward with cleanup.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

Michael Carter, County Administrator brought a bid before the Board of Supervisors. His recommendation is to award the bid for nuisance abatement to Roger Lewis Puckett in the amount of \$1,000.00 to secure the property of Alfred M. Gullion Jr. and to reject the bid of \$2,900.00 for the Leo J. and Minnie Weaver property.

Saltville District Supervisor Roscoe D. Call made a motion to approve the recommendation as presented by Mr. Carter. Rye Valley District Supervisor Rick K. Blevins seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

Michael Carter, County Administrator brought a recommendation before the Board of Supervisors from the Budget Committee. It is the committee's recommendation to move forward with the VRS Retirement Age 55/30 versus 50/30 Actuarial study at the cost of \$1,250.00, payable to the Virginia Retirement System.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and

Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:51:13 PM Chris Austin, Director of Smyth County Department of Social Services made a request for the Board to schedule a Public Hearing for the consideration of an ordinance to allow giving the Department of Social Services employees a bonus.

North Fork District Supervisor Ron C. Blevins made a motion to schedule a Public Hearing for consideration of such an ordinance on December 8, 2015 at 6:00 P.M. Royal Oak District Supervisor G. Blake Frazier seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

5:55:31 PM North Fork District Supervisor Ron C. Blevins gave an update concerning the McMullin Bridge and stated that he had received a letter from the Governor stating representatives at the State level are looking at options to fix the bridge and would update accordingly.

5:57:43 PM Scott Simpson, Assistant County Administrator informed the Board the Treasurer's Office and the Commissioner of Revenue's Offices have been moved into their new spaces at the Courthouse and the project is on schedule and under budget at this time.

6:02:49 PM Scott Simpson, Assistant County Administrator presented the Board an update concerning a water source in the Atkins area. Mr. Simpson stated there was money left over from previous grants to drill a test well and this site has proven to have excellent water quality. The next steps to be taken include finding more grant money to bid the project, enlarge the well hole diameter, perform a drawdown, and to test the water source.

6:06:22 PM Chilhowie District Supervisor Wade H. Blevins Jr. presented a resolution as shown below.

RESOLUTION

Naming the Bridge on Route 600 in Smyth County as the "Albert Mason Keen Jr. Bridge"

WHEREAS, Albert Mason Keen Jr. of Smyth County Virginia was born on August 8, 1946 and died at the age of 20 on March 24, 1966 in the line of duty; and

WHEREAS, Mr. Keen gave his life in defense of the others and received a Purple Heart; and

WHEREAS, The Smyth County Board of Supervisors wishes to memorialize the life and sacrifice of Mr. Keen.

NOW, THEREFORE, BE IT RESOLVED, that the Smyth County Board of Supervisors, does hereby request the Commonwealth Transportation Board consider approval to name the bridge on Route 600 as the "Albert Mason Keen Jr. Bridge" in memorial of Mr. Keen.

BE IT FURTHER RESOLVED, the Smyth County Board of Supervisors request the appropriate signs, as directed by the Department, be placed calling attention to this designation and will assume the costs for the fabrication and installation of signs for this naming.

North Fork District Supervisor Ron C. Blevins made a motion to approve the Resolution as presented. Royal Oak District Supervisor G. Blake Frazier seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

6:09:29 PM Nothing was discussed concerning old business.

6:09:43 PM Supervisor Comment Time- North Fork District Supervisor Ron C. Blevins thanked the Board for their support and stated that it has been a pleasure working with everyone.

6:12:00 PM Saltville District Supervisor Roscoe D. Call made a motion to continue the meeting to November 19, 2015 at 4:00 P.M. Rye Valley District Supervisor Rick K. Blevins seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,

Saltville District Supervisor Roscoe D. Call and
Royal Oak District Supervisor G. Blake Frazier.

NAYS: None.

ABSTAINERS: None.

ABSENT: Atkins District Supervisor J. Howard Burton.

DRAFT

Board of Supervisors Meeting Minutes
November 19, 2015

The Smyth County Board of Supervisors held its continued meeting at 4:00 p.m., **Thursday, November 19, 2015**. The location of the meeting was in the First Floor Board Room of the County Office Building, 121 Bagley Circle, Suite 100, Marion, Virginia.

PRESENT: Chairman, Chilhowie District Supervisor Wade H Blevins, Jr.; Vice Chair, Park District Supervisor M. Todd Dishner; Rye Valley District Supervisor Rick K Blevins; North Fork District Supervisor Ron C Blevins; Atkins District Supervisor J. Howard Burton; Saltville District Supervisor Roscoe D Call (6)

ABSENT: Royal Oak District Supervisor G. Blake Frazier (1)

STAFF: County Administrator Michael Carter; Assistant County Administrator Scott Simpson; County Attorney Michelle Clayton; Administrative Assistant Kelly Woods; Director Community & Economic Development Lori Hester (5)

4:02:41 PM Chairman, Chilhowie District Supervisor Wade H Blevins, Jr. called the Board of Supervisors meeting to order.

4:03:02 PM Chairman, Chilhowie District Supervisor Wade H Blevins, Jr. opened citizen's time.

4:03:12 PM With no one wishing to speak Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr. closed citizen's time.

4:03:18 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$3,809,130.00 from the General Fund. The following is an explanation of the appropriations approved:

General County:	\$685,000.00
Schools-Operating Fund	
Instruction	\$2,584,756.00
Administration, Attendance & Health	\$105,952.00
Transportation	\$132,733.00
Facilities	\$145,169.00
School Food Service	\$101,870.00
Technology	\$53,650.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
Atkins District Supervisor J. Howard Burton,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call .

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier.

It was moved by North Fork District Supervisor Ron C. Blevins seconded by Rye Valley District Supervisor Rick K. Blevins to appropriate \$14,465.00 for the Accounts Payable listing.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
Atkins District Supervisor J. Howard Burton,
North Fork District Supervisor Ron C. Blevins,
Saltville District Supervisor Roscoe D. Call .

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier.

4:07:45 PM Rye Valley District Supervisor Rick K. Blevins made a motion to re-appoint J. Howard Burton to a second three (3) year term to the Mount Rogers Community Services Board. North Fork District Supervisor Ron C. Blevins seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Atkins District Supervisor J. Howard Burton,
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier.

4:09:31 PM Scott Simpson, Assistant County Administrator presented a MOA for a new grant award for the Cornett Spring Water Project as shown below.

MEMORANDUM OF AGREEMENT
Regional 16-WW-TA-03

This agreement, entered into this _____ day of _____, 2015 by and between the Mount Rogers Planning District Commission, hereinafter referred to as the "PDC" and the Smyth County, hereinafter referred to as the "County" be it therefore agreed:

1. That the PDC is providing \$3,500 to the County for the purpose of funding the Cornett Spring well drilling.

2. That the County will be responsible for securing engineering services in accordance with the procurement laws of Virginia.
3. That the County shall provide a copy of the final report, PER, or design work, invoices and comments from the permitting agencies if applicable.
4. That the County will work with due diligence to insure that the project is completed in a timely manner and shall provide the PDC with regular status reports.

Aaron Sizemore Executive Director
Mount Rogers Planning District Commission

Smyth County

Michael Carter, County Administrator

North Fork District Supervisor Ron C. Blevins made a motion to approve the MOA as presented. Saltville District Supervisor Roscoe D. Call seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Atkins District Supervisor J. Howard Burton,
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier

4:11:22 PM Michelle Clayton, County Attorney informed the Board that two (2) Board of Zoning Appeals Appointments will be expiring the end of December. These members are appointed by the Judge of Circuit Court. Ms. Clayton stated that she would be sending out notifications to the members and would keep the Board informed and notify the Judge of the Circuit Court of the Board of Supervisors intent.

4:12:07 PM A motion was made by Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Ron C. Blevins to enter into closed session under Code of Virginia, Section 2.2-3711-A.5 Industrial/Business Prospects.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Atkins District Supervisor J. Howard Burton,
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier

It was moved by Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Ron C. Blevins to adopt the following Resolution certifying the business conducted in Closed session as follows:

**RESOLUTION
CERTIFICATION OF CLOSED SESSION**

WHEREAS, the Smyth County Board of Supervisors has convened in a closed session 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 a meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED 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 closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by the Smyth County Board of Supervisors.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,
Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Atkins District Supervisor J. Howard Burton,
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier

4:20:07 PM Nothing was discussed concerning old business.

4:23:42 PM Rye Valley District Supervisor Rick K. Blevins made a motion to adjourn the meeting. North Fork District Supervisor Ron C. Blevins seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.,

Vice Chair, Park District Supervisor M. Todd Dishner,
Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Ron C. Blevins,
Atkins District Supervisor J. Howard Burton,
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier.

DRAFT



Sheriff's Office of Smyth County

819 MATSON DRIVE • MARION, VIRGINIA 24354
PHONE (276) 782-4056 • FAX (276) 782-4058

R. DAVID BRADLEY
Sheriff

December 2, 2015

Smyth County Board of Supervisors
121 Bagley Circle
Marion VA, 24354

Honorable Board Members,

We respectfully ask for the allocation of funds from line item 010000-9003 motorized equipment out of the Fund 744 budget in the amount of 166,150.56 to Haley Auto 10724 Jefferson Davis Hwy, North Chesterfield, Virginia 23237 for six Dodge Chargers plus emergency equipment installed. These cars will be purchased through a cooperative procurement off of a York County contract. We also ask the allocation of funds in the amount of 3,300.00 out of same line item 010000-9003 to Jerry's Signs 15775 Porterfield Hwy Abingdon, VA 24210 for the marking of said cars.

The following is the information on the pricing according to the York County contract through Haley Auto Group.

2016 Dodge Charger
Base Price \$22,175.00
V-8 engine \$1,000.00
Cloth Bucket w/rear vinyl 120.00
Black left spot light 210.00

Total for each car \$23,505.00 x 6 would equal \$141,030. By ordering off of this contract we would save \$1,722.00 total compared to ordering the cars off of regular State bid. The contract allows for this cooperative procurement purchase.

The cost to equip each car with emergency equipment is \$4,186.76 x 6 would equal 25,120.56

Total cost to Haley Auto Group \$166,150.56

Marking of the vehicles at Jerry's signs is \$550.00 each for a total of \$3,300.00

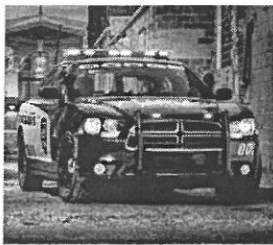
The total amount requested would be 169,450.56 and is under the budgeted amount of 175,000.
Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'MBH', written in a cursive style.

Major M.B. Hounshell

MBH



Haley Auto Group Municipal Sales & Service

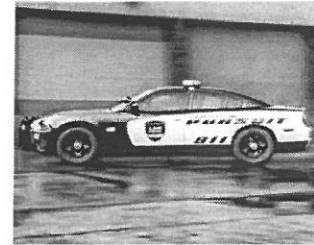
Bobby Moses

1906 South Main St.
Farmville, Virginia 23901

bmoses@haleyauto.com

Cell (804) 564-8090

Fax (804) 768-8617



York County Virginia Contract # 1968

ERB	LDDE48/27A 2016 Dodge Charger Police Pursuit RWD V-6	\$ 22,175.00	6	\$133,050.00
EZH	LDDE48/29A 5.7L HEMI V-8 ENGINE	\$1,000.00	6	\$6,000.00
EZH/AWD	LDEE48/29A All Wheel Drive (AWD)	\$1,500.00		\$0.00
*X5/-X9	HD Cloth Front Bucket Seats with Rear Vinyl Seats	\$ 120.00	6	\$720.00
TWW	P225/60R18 BSW Goodyear Brand Tires (included N/C)	\$.00		\$0.00
AAJ	Connectivity Group (included N/C)	\$.00		\$0.00
LNK	Black Left LED Spot Lamp	\$ 360.00		\$0.00
W8A	18" Wheel Covers	\$ 40.00		\$0.00
TBW	Full Size Spare - Standard (included N/C - Donut not available)	\$.00		\$0.00
TBF	Delete Spare Tire	-\$ 89.00		\$0.00
LNF	Black Left Spot Light Incondesent	\$ 210.00	6	\$1,260.00
NHK	Engine Block Heater	\$ 95.00		\$0.00
LBG	Front Reading / Map Lamps	\$ 75.00		\$0.00
CKD	Carpet Flooring with Carpet Floor Mats	\$ 125.00		\$0.00
XFX	Equipment Mounting Bracket (included N/C)	\$.00		\$0.00
AEB	Street Appearance Group (See below for Package Content)	\$ 375.00		\$0.00
AHM	Convenience Group I (See below for Package Content)	\$ 480.00		\$0.00
LNA/LNX	Right LED Spot Lamp, Matching	\$ 420.00		\$0.00
CLZ	Floor Mats (included Front & Rear with Carpet Flooring N/C)	\$.00		\$0.00
AHB	Police Group (included N/C)	\$.00		\$0.00
AMV	Park Sense Rear Assist System (with Camera)	\$ 350.00		\$0.00
NZE	High Speed Engine Controller (Must have EZH 5.7L HEMI - N)	\$.00		\$0.00
CW6	Deactivate Rear Doors and Windows	\$ 75.00		\$0.00
CM8	Delete Floor Console	\$.00		\$0.00
GXF,XA,XE,XG	Entire Fleet Keyed Alike (Frequency 1 through 4)	\$ 125.00		\$0.00
GUK	Power Heated Fold Away Mirrors	\$ 60.00		\$0.00
AYE	Patrol Package Base Prep	\$ 2,000.00		\$0.00
XDV	Driver Side Ballistic Door Panels	\$ 2,350.00		\$0.00
XDG	Passenger Side Door Panels	\$ 2,350.00		\$0.00
DELIVERY	Cost per mile additional other than York County	\$ 1.80		\$0.00
XSB	Black Interior Only - Standard Color	\$.00		\$0.00
PSC	Billet Silver Metallic Clear Coat - Standard Color	\$.00		\$0.00
PW7	Bright White Clear Coat - Standard Color	\$.00		\$0.00
PS2	Bright Silver Metallic Clear Coat - Standard Color	\$.00		\$0.00
PAU	Granite Crystal Metallic Clear Coat - Standard Color	\$.00		\$0.00
PBX	Jazz Blue Pearl Coat - Standard Color	\$.00		\$0.00
PX8	Pitch Black Clear Coat - Standard Color	\$.00		\$0.00
PAR	Maximum Steel Metallic Clear Coat - Standard Color	\$.00		\$0.00

SPECIAL PRODUCTION COLORS

PRY	Redline Red Tri-Coat Pearl - Optional Color	\$ 500.00		\$0.00
PB5	Electric Blue Pearl - Optional Color	\$ 500.00		\$0.00
PWD	Ivory Tri-Coat Pearl - Optional Color	\$ 500.00		\$0.00
PB8	Midnight Blue Pearl Coat - Optional Color	\$ 500.00		\$0.00
P79	Michigan State Police Blue - Optional Color	\$ 500.00		\$0.00
P76	Sheriff's Tan - Optional Color	\$ 500.00		\$0.00
PWL	White Gold Clear Coat - Optional Color	\$ 500.00		\$0.00

GRAND TOTAL \$141,030.00

See next page for Street Appearance, Convenience Group I & Connectivity Group explanation.

****Connectivity Group** -- includes Auto-Dimming Rearview Mirrors w/Microphone & Uconnect Voice Command Radio w/Bluetooth Streaming Audio **(Standard Equipment)**.

****Street Appearance Group** -- includes Black Grille with Chrome surround, Full Length Console, Carpet, Fold-Away Heated Exterior Mirrors, Fog Lamps, Front Reading Map Lights Bolt-on Full Size Wheel Covers with AWD, Standard Full Size Wheel Covers with RWD.

****Convenience Group I** -- includes 8-Way Power Driver & Passenger Seats & Power Adjustable Pedals.

Fleet Sales & Service

Date:	November 9, 2015	Charge To:	Vehicle
Customer Name	Smyth County	Year:	2016
Address:		Stock #	
		Vehicle	Charger
		R.O. #	
Attn.:		VIN	
		Phone	

[illegible]

		Total Hours		
Outside Labor	Description	Amount	TOTAL HOURS	15.45
Graphics Labor				
FCC Check			Total Labor	\$ 849.75
Window Tint			Total Parts	\$ 3,132.93
Other:			Misc. Supplies	\$ 54.08
Other:			Freight	\$ 150.00
			Total	\$ 4,186.76
			Outside Contract Fee	\$ -

JERRY'S SIGNS, INC.

15775 Porterfield Hwy
Abingdon, Va 24210

Date	Invoice #
11/30/2015	21243

Bill To

Smyth County Sheriff's Office
819 Matson Drive
Marion, VA 24354

P.O. No.	Terms	Rep
	Net 10	Jess

Description	Qty	Rate	Amount
Reflective Stripe Kit for Dodge Chargers, Installed and Warrantied	6	550.00	3,300.00

It's been a pleasure working with you! Thank you for your business.

Subtotal	\$3,300.00
Sales Tax (0.0%)	\$0.00
Total	\$3,300.00
Payments/Credits	\$0.00
Balance Due	\$3,300.00

Pay online at: <https://ipn.intuit.com/9b8rkswm>

Phone #	Fax #	E-mail	Web Site
276-676-2304	276-676-4511	hope.jerryssigns@gmail.com	www.jerryssignsinc.com

Public Hearing DSS Employee Bonus Ordinance

Pursuant to §15.2-1508 of the Code of Virginia, (1950), as amended, and at the request of the Smyth County Department of Social Services, the Smyth County Board of Supervisors proposes to amend Chapter 2 (Administration) of the Smyth County Code to provide as follows, effective immediately upon adoption.

An amendment to the Smyth County Code, Chapter 2, Article 1, Section 2.2 relating to compensation of officers and employees and disposition of fee, will add a new paragraph to permit employee bonuses. It will provide that monetary bonuses may be paid to county officers and employees in such amounts and as such time as the Board of Supervisors may designate by resolution.

A Public Hearing will be held by the Smyth County Board of Supervisors Tuesday, December 8, 2015 beginning at 6:00 p.m. or soon thereafter in the Board of Supervisors meeting room, 121 Bagley Circle, Marion, Virginia. A copy of the present and proposed ordinance is on file at the Smyth County Administrators Office, 121 Bagley Circle, Marion, Virginia and can be viewed between the hours of 8:00 am and 5:00 pm, Monday through Friday.

In compliance with the Americans with Disabilities Act, persons requiring special assistance to attend and participate in the public hearing should contact Clegg Williams, ADA Coordinator for Smyth County, at (276) 783-3298 x 8315 at least forty eight (48) hours prior to the public hearing.

By order of the Smyth County Board of Supervisors - Michael L. Carter, County Administrator

AT A REGULAR MEETING
OF THE BOARD OF SUPERVISORS OF SMYTH COUNTY, VIRGINIA,
HELD AT THE SMYTH COUNTY ADMINISTRATION BUILDING
ON TUESDAY, DECEMBER 8, 2015

**ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION,
ARTICLE 1, SECTION 2-2 TO ADD EMPLOYEE BONUSES TO
COMPENSATION OF OFFICERS, EMPLOYEES AND AGENTS;
DISPOSITION OF FEES.**

WHEREAS, the Smyth County Department of Social Services regularly provides end of year bonuses to its employees; and,

WHEREAS, the Virginia Department of Social Services requires employee bonuses be authorized by the locality under § 15.2-1508 of the Code of Virginia (1950), as amended; and

WHEREAS, § 15.2-1508 of the Code of Virginia (1950), as amended, permits localities to adopt an ordinance to provide for payment of monetary bonuses to its officers and employees; and,

WHEREAS, notice was properly published in the Smyth County newspaper and a public hearing was held at the regular meeting on December 8, 2015.

NOW, THEREFORE BE IT ORDAINED, on this 8th day of December, 2015, as follows:

1. That Chapter 2, Administration, Article I, In General, § 2-2. Compensation of officers, employees and agents; disposition and fee of the Smyth County Code of Ordinances is hereby amended, adopted and ordained to include 2-2(c) relating to employee bonuses and reads as set forth below:

**CHAPTER 2 – ADMINISTRATION
ARTICLE I. IN GENERAL**

Sec. 2-2. - Compensation of officers, employees and agents; disposition of fees; employee bonuses

- (a) The chair and members of the Board of Supervisors and all other officers, employees and agents of the county shall receive as compensation for their services such sums as may be appropriated in the annual budget or in other ordinances from time to time. Persons serving under contract with the county shall receive such compensation as may be provided in their respective contracts. Any person whose compensation is fixed by the

state law or by a body other than the Board of Supervisors pursuant to state law shall receive such compensation as fixed by state law or pursuant to state law.

(b) Except as may be specifically provided otherwise by state law, this Code or other ordinances, all fees paid to county officers and employees for services rendered or documents furnished shall belong to the county and shall be paid into the county treasury by the recipients thereof not less frequently than once each week.

(c) Monetary bonuses may be paid to county officers and employees in such amounts and as such time as the Board of Supervisors may designate by resolution.

(Code 1978, § 2-2; Code 1995, § 2-2)

State Law reference— Compensation of Board of Supervisors, Code of Virginia, § 15.2-1414.1 et seq, §15.2-1508

2. That should any section or provision of this ordinance be decided to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section or provision of this ordinance or of the Smyth County Code.

3. That this ordinance shall be effective from and after the date of its adoption.

On motion of Supervisor _____ to adopt the ordinance, seconded by

Supervisors _____ and carried by the following roll call and recorded vote:

AYES: Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr.
Vice Chair, Park District Supervisor M. Todd Dishner
Rye Valley District Supervisor Rick K. Blevins
North Fork District Supervisor Ron C. Blevins
Atkins District Supervisor J. Howard Burton
Saltville District Supervisor Roscoe D. Call
Royal Oak District Supervisor G. Blake Frazier

NAYS: None

ABSENT: None

A COPY TESTE:

Michael L. Carter
County Clerk to the Board of Supervisors

cc: Michelle W. Clayton, County Attorney

PUBLIC HEARING NOTICE

BACK OF THE DRAGON SCENIC OVERLOOK

A Public Hearing will be held by the Smyth County Board of Supervisors Tuesday, December 8, 2015 beginning at 6:15 p.m. or soon thereafter in the Board of Supervisors meeting room, 121 Bagley Circle, Marion, Virginia to receive comments on the application for grant funding through the Federal Transportation Alternatives Program for the development of a scenic overlook located on Route 16, known as the Back of the Dragon.

The intent of the project is to create an enhanced visitor experience by improving the condition of the existing overlook location for motorists traveling this designated route. Additional contributions to the site include enhancing public safety, the improvement of the pavement surfaces, the overall aesthetics of the site and a better defined view shed of the surrounding area for visitors to enjoy.

In compliance with the Americans with Disabilities Act, persons requiring special assistance to attend the Meeting should contact Clegg Williams, ADA Coordinator for Smyth County, at (276) 783-3298 x 8315 at least forty eight (48) hours prior to the meeting.

By Order of the Smyth County Board of Supervisors
Michael L. Carter, County Administrator

Prepared By and Return To:
County Attorney Smyth County, Virginia
121 Bagley Circle, Suite 100
Marion, VA 24354

Tax Map ID Nos.: 47C-2-30, 47C-2-31

THIS DEED IS EXEMPT FROM TAXATION PURSUANT TO THE CODE OF VIRGINIA § 58.1-811(A)(3)

DEED OF EASEMENT

THIS DEED EASEMENT (the "Easement") is made this 20th day of November, 2015, by and between **DISTRICT THREE GOVERNMENTAL CO.**, Grantor (hereinafter referred to as the "Owner"); and **SMYTH COUNTY, VIRGINIA**, a political subdivision of Commonwealth of Virginia, Grantee (hereinafter referred to as "County"), whose address is 121 Bagley Circle, Marion, Virginia 24354.

WITNESSETH:

That in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration the receipt of which is hereby acknowledged by the Owner, the Owner does grant, bargain, sell, transfer and convey unto the County, its successors and assigns, with special warranty of title, a temporary construction easement and permanent easement, subject to terms and conditions herein, over, under, across and through the land of the Owner known as all of that certain tract of property conveyed to the Owner by deed of record in the Circuit Court Clerk's Office for Smyth County in Deed Book 500 at Page 269, and more particularly described as follows:

A temporary construction easement 40' in width and a permanent easement 20' in width over the Property of the Owner (the "Property") which is situate in Atkins Magisterial District, Smyth County, Virginia and identified as "20 FT. PERMANENT EASEMENT" and "40 FT. CONSTRUCTION EASEMENT" (hereinafter "Easement") on the Property of the Owner, as shown on that certain set of drawings and plans filed in the office of the County Engineer of Smyth County, Virginia entitled "**Superflo Sewer Exhibit Tax Parcels 47C-2-30, 47C-2-31**" designed by The Lane Group and originally dated June 29, 2015.

WHEREAS, it is the desire and intent of the Owner to grant and convey unto the County an Easement for the rights of ingress and egress over, across, and through the Property, and granting the County the right to enter upon a portion of the Property herein described for purposes to erect, install, construct, reconstruct, sanitary sewer line pipes and any such other appurtenances as the County may deem necessary.

The Easement hereby granted includes:

1. The right of ingress and egress over, under and across the lands of the Owner for the purpose of exercising the rights herein granted; and.

2. The right to open and close fences; and,
3. The right to trim, top, re-trim and re-top, or cut any trees or brush along said right-of-way now or at any time so as to give and maintain a clearance of at least twenty (20') feet for all utility pipe lines and appurtenances.

The Easement granted herein for the specific location described is in addition to any easement for right-of-way now in existence or which may be acquired in the future.

The Owner further covenants that no building or structure shall be erected within the Easement granted without prior written consent of County, its successors or assigns.

The 20' Permanent Easement shall run with the land of the Owner and shall be binding upon the parties' heirs, executors, administrators, successors, and assigns. The 40' Temporary Construction Easement shall be extinguished upon completion of the construction project.

The County represents and warrants that the undersigned representatives have the full power and authority to enter into and perform this Deed of Easement on its behalf.

By their acceptance and recordation of this Deed of Easement, the Owner warrants that he is the true owner of the interest hereby created and that he has the right to make this conveyance and the Owner hereby acknowledges that he, his successors and assigns, shall be bound by the terms herein.

WITNESSETH the following signatures:

OWNER:

By: Mike Guy (Seal)
DISTRICT THREE GOVERNMENTAL CO.

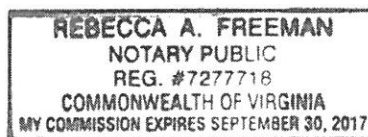
COMMONWEALTH OF VIRGINIA
COUNTY OF SMYTH, to-wit:

Rebecca Freeman, a Notary Public of and for the Commonwealth of Virginia, at large, do certify that DISTRICT THREE GOVERNMENTAL CO.; whose name is signed to this Deed of Easement, dated the 20th day of Nov, 2015, has this day acknowledged the same before me on behalf of such authority in my County and State aforesaid.

Given under my hand this 20 day of Nov, 2015.

Rebecca A. Freeman
NOTARY PUBLIC

My Commission Expires: 9/30/2017
NOTARY ID# 1277718



Pursuant to § 15.2-1803 of the Code of Virginia, and at the direction and by resolution of the Board of Supervisors of Smyth County, Virginia, I herewith accept this Deed of Easement on behalf of Smyth County, Virginia.

Done at Marion, Virginia on this ____ day of _____, 2015.

By: _____
Michael L. Carter
County Administrator

COMMONWEALTH OF VIRGINIA,
COUNTY OF SMYTH, to-wit:

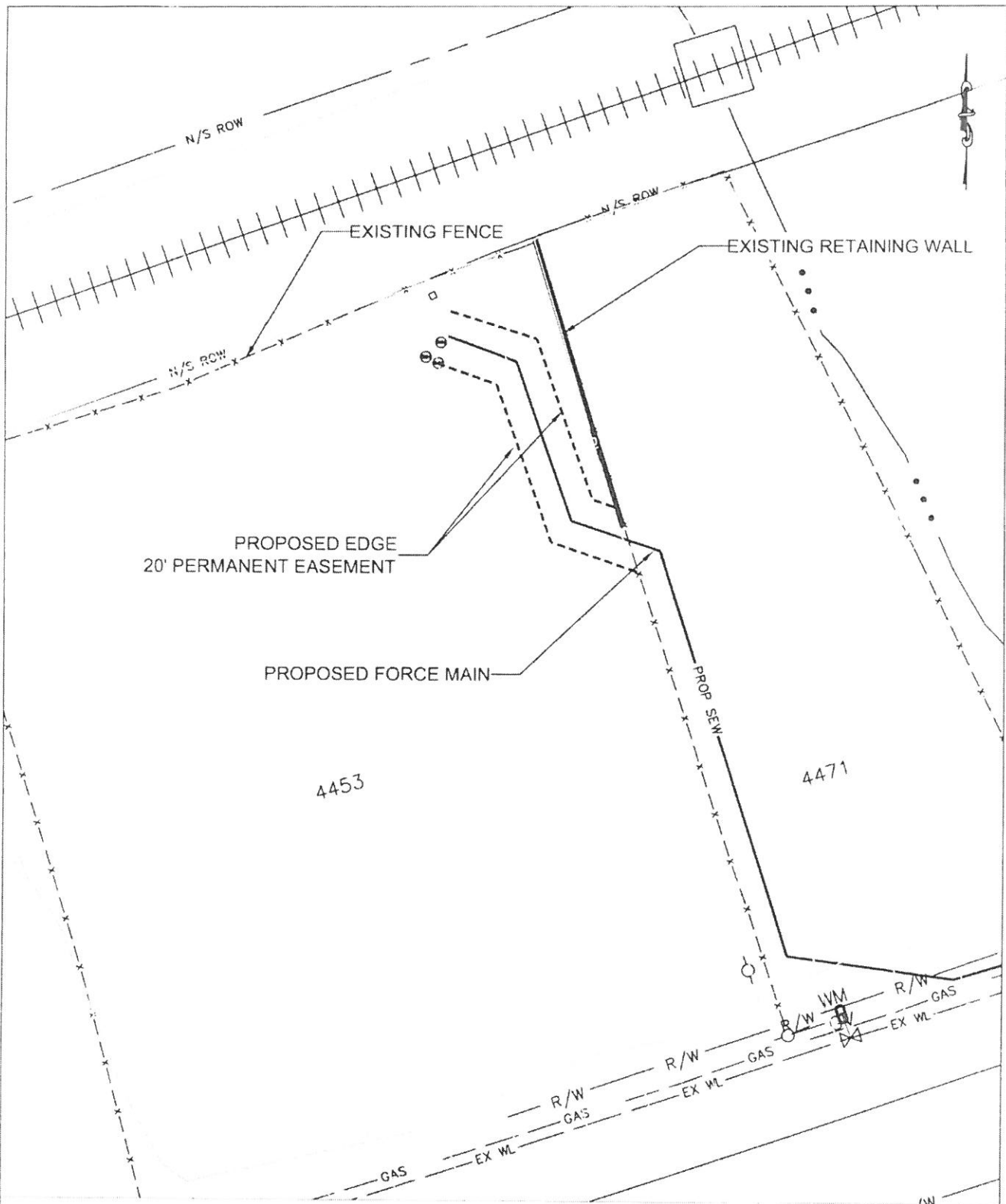
I, _____, a Notary Public of and for the State of Virginia, at large, do certify that Michael L. Carter, Smyth County Administrator, whose name is signed above was signed to accept the foregoing Deed of Easement on behalf of Smyth County, Virginia. This Deed of Easement is dated _____, _____, and he has this day acknowledged his acceptance of the said deed on behalf of Smyth County before me in the County and State aforesaid.

Given under my hand this ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____.
NOTARY ID# _____.

Approved as to form by Michelle W. Clayton, County Attorney.



SUPERFLO INC.
EASEMENT SKETCH
 PROPOSED FORCE MAIN LOCATION

LEGEND

— EX WL —	EXISTING WATERLINE LOCATION
— PROP F.M. —	PROPOSED FORCE MAIN LOCATION
---	APPROXIMATE PROPERTY LINE
-X-X-X-	EXISTING RIGHT OF WAY
-X-X-X-	EXISTING FENCE LINE

MUTUAL AID AGREEMENT

Whereas, the Towns 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 §15.2-1736, in order that 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 relations 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.

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 §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 entered 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, patrol activities, backup services and investigations of crime that have crossed jurisdictional lines.

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 worker'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 (10) days of their receipt of notice of such change or cancellation.

After receiving such notice, the other parties to this agreement may provide a five (5) day written notice to the party which has had its insurance terminated or changes, unless the terminated or changed party furnishes proof of continuous insurance coverage as provided herein with this five (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 herein, 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 duties in the political subdivision in which they are normally employed or appointed.

SECTION IV: This agreement shall be in effect from January 1, 2016, through and including December 31, 2020. Under no circumstances may the agreement be renewed, modified or extended except in writing.

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 8, 2015.

Executed pursuant to resolution of the Chilhowie Town Council at its regular meeting on December 10, 2015.

Executed pursuant to resolution of the Marion Town Council at its regular meeting on December 7, 2015.

Executed pursuant to resolution of the Saltville Town Council at its regular meeting on December 8, 2015.

In witness thereof, the parties hereto cause these presents to be signed by their duly authorized officers on the below mentioned date.

Chip Shuler, Sheriff Date
Smyth County Sheriff's Office

Wade H. Blevins, Jr., Chairman Date
Smyth County Board of Supervisors

Stephen Price, Chief Date
Chilhowie Police Dept.

Gary Heninger, Mayor Date
Town of Chilhowie

Rex Anders, Chief Date
Marion Police Dept.

David P. Helms, Mayor Date
Town of Marion

Chris Wilcox, Chief Date
Saltville Police Dept.

C. Todd Young, Mayor Date
Town of Saltville

**MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR
SMYTH COUNTY AND WASHINGTON COUNTY, VIRGINIA**

Pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 (1950, as amended), in order that law enforcement services of each County better serve their citizens, this Mutual Aid and Cooperation Agreement for Law Enforcement Services ("Agreement") is made this the 1st day of January, 2012, by and between the County of Smyth, Virginia, the County of Washington, Virginia, the Sheriff of Smyth County, Virginia, and the Sheriff of Washington County, Virginia.

WHEREAS, the County of Smyth, Virginia and the County of Washington, Virginia (together referred to as "Counties") are contiguous political subdivisions of the Commonwealth of Virginia, and the governing bodies for each are the Board of Supervisors;

WHEREAS, the position of Sheriff is an elected position required for each city and county in the Commonwealth and established by the Constitution of Virginia, in Article VII, Section 4;

WHEREAS, neither Smyth County nor Washington County established a county police force as allowed pursuant to Virginia Code § 15.2-1702 and the Sheriff of each respective County is the principal law enforcement officer;

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for use of their joint police forces, their equipment, and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, the Counties are members of the Southwest Virginia Regional Jail Authority, and use the jail facilities of the Southwest Virginia Regional Jail located in Washington County, Virginia ("Jail"), to house prisoners from the Counties;

WHEREAS, criminal investigations often cross jurisdictional lines in the boundary areas of the Counties and the demands of emergencies and disasters, as addressed in Virginia Code § 15.2-1730.1, may require interjurisdictional law enforcement support among the Counties;

WHEREAS, in light of the foregoing, the Counties are so located in relation to each other and to the Jail, that it is to the advantage of each, under the circumstances herein specified, to permit law enforcement officers of the neighboring jurisdictions to provide service of civil summons, service of criminal warrants, process of arrest, and emergency support in the neighboring jurisdictions of the parties to this Agreement as if they were officers in such jurisdictions; and

WHEREAS, the Board of Supervisors for both Counties and the Sheriffs of both Counties have determined that it is in the best interests of the public health, safety, and welfare that the law enforcement personnel of the Counties should have the authority pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 to cooperate and to request and render assistance as provided herein.

NOW THEREFORE, BE IT KNOWN AND AGREED that the Board of Supervisors of the respective Counties by proper resolutions adopted at a regular meeting, at the request of, and with the agreement of the Sheriffs of both Counties, hereby approve and enter into this Agreement, and the parties hereto jointly resolve and agree with one another as follows:

Assistance in Event of Emergency, Disaster, or Other Need

1. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when such officer determines that an emergency or other need exists. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of the Commonwealth of Virginia.
2. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the requesting agency said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:
 - a) Name and title of the officer making the request;
 - b) A summary of the circumstances initiating the action and a description of the assistance needed; and
 - c) The name, title, and location of the officer to whom assisting personnel shall report.
3. Upon receipt of a request for assistance, the law enforcement officer authorized to act will provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his or her own agency's forces.
4. Nothing contained in this Agreement shall compel any party hereto to respond to a request for law enforcement assistance nor shall any party providing assistance pursuant to this Agreement be compelled to continue with such assistance after such assistance was initiated.

5. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges and immunities as are enjoyed by members of the requesting agency. Each officer who enters the jurisdiction of the requesting agency pursuant to this Agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. For purposes of this Agreement it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance. This specifically includes, but is not limited to, the following: the authority to serve civil summons; the authority to serve criminal warrants; and the authority to make arrests.

Interjurisdictional Actions

6. Further, pursuant to this Agreement, (1.) the law enforcement officers of the Smyth County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests within the territorial limits of Washington County when the alleged offense or civil cause of action occurred in the territorial limits of Smyth County, including the Towns of Marlon and Chilhowie, and (2.) the officers of the Washington County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests in the territorial limits of Smyth County including the Towns of Chilhowie and Marion, when the alleged offense or civil cause of action occurred within the territorial limits of Washington County, including the Towns of Glade, Abingdon, Damascus, and the portion of Saltville located within Washington County,

Formation of Task Force

7. Pursuant to Virginia Code § 15.2-1726, in the event that a determination is made by the principal law enforcement officers of two or more participating jurisdictions, or either of their then acting second in command, that cooperation between both agencies would be necessary or beneficial to the enforcement of laws and maintenance of peace in their respective jurisdictions, then they may form a task force of officers from two or more jurisdictions until such time as the agency of that participating jurisdiction determines that the need for such a task force no longer exists. The purpose for which the agency of two or more participating jurisdictions may form a task force include, but is not limited to, the following:

- a) The investigation of any sexual offense or prostitution as contained in Article 3 of Chapter 8 of Title 18.2;
- b) The investigation of laws assigned to control or prohibit the use or sale of controlled drugs as defined by Virginia Code § 54.1-3401;
- c) The investigation of serial rapes, murders, armed robberies, or other felonies;
- d) Law enforcement and crowd control at special events and athletic events, such as parades, sporting events, rallies, gatherings, or such other occurrences; or

- e) The occurrence of any other event which in the opinion of both principal law enforcement officers makes cooperation between their respective agencies necessary.

General Terms and Conditions

8. In the event of arrest or service of process by law enforcement outside their regular jurisdiction pursuant to this Agreement, the law enforcement agency of the jurisdiction where the case is to be adjudicated will be responsible for satisfaction of the requirements under Virginia Code § 19.2-390.
9. The principal law enforcement officer of any agency receiving assistance under this Agreement shall be responsible for directing the activities of other officers, agents, or employees coming into his or her jurisdiction. The principal law enforcement officer of the agency receiving assistance shall notify the principal law enforcement officer of the assisting agency of any complaints, reports, or other instances of inappropriate, criminal, or otherwise improper conduct or act of any assisting officer promptly after receipt of such complaint, report, or other instance.
10. Each agency shall bear any liability arising from acts undertaken by the personnel of that office pursuant to this Agreement. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits, which apply to the activity of such officers, agents, or employees of either 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 as if they were within their territorial limits while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.
11. Each agency shall provide satisfactory proof of law enforcement professional liability insurance, including public liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00). Each agency shall maintain worker's compensation insurance in the statutorily required amount for any person acting under and covered by this Agreement. Should the coverage of such insurance required by this Agreement of either agency be canceled or materially changed, then that agency shall notify the other agency of such cancellation or change in writing within fifteen (15) calendar days of that agency's receipt of notice of such cancellation or material change. Each party shall notify its insurance carriers of this Agreement.
12. Whenever the law enforcement officer, agent, or other employee acts pursuant to this Agreement outside of their normal jurisdiction, pursuant to the authority contained herein, or under any other written agreement subsequent to signing of this Agreement, or any supplement or addition hereto, such persons shall have the same authorities, powers, rights,

benefits, privileges, and immunities as if they were performing their duties in the territorial jurisdiction of which they are employed, appointed, or elected.

13. It is the intent and purpose of this Agreement that there be the fullest cooperation among the agencies to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires interjurisdictional law enforcement activity pursuant to this Agreement.

14. If any part, section, sub-section, sentence, clause or phrase of this Agreement is for any reason declared invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

15. This Agreement shall be in effect from January 1, 2012 through and including December 31, 2015. This Agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.

16. This Agreement is subject to modification only by written agreement signed by all parties hereto. Any such modification shall be made a part of this Agreement as an addendum.

17. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

Executed pursuant to a resolution of the Smyth County Board of Supervisors at its regular meeting on the 14th day of February, 2012.

Wade Blevins
Wade Blevins, Chairperson of the
Smyth County Board of Supervisors
Date: 2-14-12

R. David Bradley
R. David Bradley, Sheriff for
Smyth County, Virginia
Date: 2-15-12

Executed pursuant to a resolution of the Washington County Board of Supervisors at its regular meeting on the 28th day of February, 2012.

Joseph Straten
Joseph Straten, Chairperson of the
Washington County Board of Supervisors
Date: 3-8-12

Fred P. Newman
Fred P. Newman, Sheriff for
Washington County, Virginia
Date: 3/4/12

**MUTUAL AID AND COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR GRAYSON
COUNTY, VIRGINIA, AND SMYTH COUNTY, VIRGINIA**

Pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 (1950, as amended), in order that law enforcement services of each County better serve their citizens, this Mutual Aid and Cooperation Agreement for Law Enforcement Services ("Agreement") is made this the 12th day of April, 2012, by and between the County of Grayson, Virginia, the County of Smyth, Virginia, the Sheriff of Grayson County, Virginia, and the Sheriff of Smyth County, Virginia.

WHEREAS, the County of Grayson, Virginia and the County of Smyth, Virginia (together referred to as "Counties") are contiguous political subdivisions of the Commonwealth of Virginia, and the governing bodies for each are the Board of Supervisors;

WHEREAS, the position of Sheriff is an elected position required for each city and county in the Commonwealth and established by the Constitution of Virginia, in Article VII, Section 4;
WHEREAS, neither Grayson County nor Smyth County established a county police force as allowed pursuant to Virginia Code § 15.2-1702 and the Sheriff of each respective County is the principal law enforcement officer;

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for use of their joint police forces, their equipment, and materials for their mutual protection, defense, and maintenance of peace and good order;

WHEREAS, criminal investigations often cross jurisdictional lines in the boundary areas of the Counties and the demands of emergencies and disasters, as addressed in Virginia Code § 15.2-1730.1, may require interjurisdictional law enforcement support among the Counties;

WHEREAS, in light of the foregoing, the Counties are so located in relation to each other, that it is advantageous of each, under the circumstances herein specified, to permit law enforcement officers of the neighboring jurisdictions to provide service of civil summons, service of criminal warrants, process of arrest, and emergency support in the neighboring jurisdictions of the parties to this Agreement as if they were officers in such jurisdictions; and

WHEREAS, the Board of Supervisors for both Counties and the Sheriffs of both Counties have determined that it is in the best interests of the public health, safety, and welfare that the law enforcement personnel of the Counties should have the authority pursuant to Virginia Code §§ 15.2-1724, 15.2-1726, 15.2-1730.1, and 15.2-1736 to cooperate and to request and render assistance as provided herein.

NOW THEREFORE, BE IT KNOWN AND AGREED that the Board of Supervisors of the respective Counties by proper resolutions adopted at a regular meeting, at the request of, and

with the agreement of the Sheriffs of both Counties, hereby approve and enter into this Agreement, and the parties hereto jointly resolve and agree with one another as follows:

Assistance in Event of Emergency, Disaster, or Other Need

1. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when such officer determines that an emergency or other need exists. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of the Commonwealth of Virginia.
2. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the requesting agency said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:
 - a) Name and title of the officer making the request;
 - b) A summary of the circumstances initiating the action and a description of the assistance needed; and
 - c) The name, title, and location of the officer to whom assisting personnel shall report.
3. Upon receipt of a request for assistance, the law enforcement officer authorized to act will provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his or her own agency's forces.
4. Nothing contained in this Agreement shall compel any party hereto to respond to a request for law enforcement assistance nor shall any party providing assistance pursuant to this Agreement be compelled to continue with such assistance after such assistance was initiated.
5. During the period assistance is provided, personnel of the assisting agency shall operate in the requesting jurisdiction with the same powers, rights, benefits, privileges and immunities as are enjoyed by members of the requesting agency. Each officer who enters the jurisdiction of the requesting agency pursuant to this Agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. For purposes of this Agreement it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance. This specifically includes, but is not limited to, the following: the authority to serve civil summons; the authority to serve criminal warrants; and the authority to make arrests.

6. The parties hereto recognize that portions of Grayson and Smyth counties are isolated and that the most practical access to portions of one county may be through the other county. Therefore, the parties agree that to further protect the public health, safety and welfare the request for assistance authorized by this Agreement may be on a continuing and regular basis, including routine patrol, in such geographic areas and for such time period(s) and duration as the Sheriffs of both counties may agree and provide by written memorandum.

Interjurisdictional Actions

7. Further, pursuant to this Agreement, (1.) the law enforcement officers of the Grayson County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests within the territorial limits of Smyth County when the alleged offense or civil cause of action occurred in the territorial limits of Grayson County, and (2.) the officers of the Smyth County Sheriff's Office may serve civil summons, serve criminal warrants, and make arrests in the territorial limits of Grayson County, when the alleged offense or civil cause of action occurred within the territorial limits of Smyth County, including the Towns of Glade, Abingdon, Damascus, and the portion of Saltville located within Smyth County,

Formation of Task Force

8. Pursuant to Virginia Code § 15.2-1726, in the event that a determination is made by the principal law enforcement officers of two or more participating jurisdictions, or either of them then acting second in command, that cooperation between both agencies would be necessary or beneficial to the enforcement of laws and maintenance of peace in their respective jurisdictions, then they may form a task force of officers from two or more jurisdictions until such time as the agency of that participating jurisdiction determines that the need for such a task force no longer exists. The purpose for which the agency of two or more participating jurisdictions may form a task force include, but is not limited to, the following:

- a) The investigation of any sexual offense or prostitution as contained in Article 3 of Chapter 8 of Title 18.2;
- b) The investigation of laws assigned to control or prohibit the use or sale of controlled drugs as defined by Virginia Code § 54.1-3401;
- c) The investigation of serial rapes, murders, armed robberies, or other felonies;
- d) Law enforcement and crowd control at special events and athletic events, such as parades, sporting events, rallies, gatherings, or such other occurrences; or
- e) The occurrence of any other event which in the opinion of both principal law enforcement officers makes cooperation between their respective agencies necessary.

General Terms and Conditions

9. In the event of arrest or service of process by law enforcement outside their regular jurisdiction pursuant to this Agreement, the law enforcement agency of the jurisdiction where the case is to be adjudicated will be responsible for satisfaction of the requirements under Virginia Code § 19.2-390.
10. The principal law enforcement officer of any agency receiving assistance under this Agreement shall be responsible for directing the activities of other officers, agents, or employees coming into his or her jurisdiction. The principal law enforcement officer of the agency receiving assistance shall notify the principal law enforcement officer of the assisting agency of any complaints, reports, or other instances of inappropriate, criminal, or otherwise improper conduct or act of any assisting officer promptly after receipt of such complaint, report, or other instance.
11. Each agency shall bear any liability arising from acts undertaken by the personnel of that office pursuant to this Agreement. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits, which apply to the activity of such officers, agents, or employees of either 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 as if they were within their territorial limits while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.
12. Each agency shall provide satisfactory proof of law enforcement professional liability insurance, including public liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00). Each agency shall maintain worker's compensation insurance in the statutorily required amount for any person acting under and covered by this Agreement. Should the coverage of such insurance required by this Agreement of either agency be canceled or materially changed, then that agency shall notify the other agency of such cancellation or change in writing within fifteen (15) calendar days of that agency's receipt of notice of such cancellation or material change. Each party shall notify its insurance carriers of this Agreement.
13. Whenever the law enforcement officer, agent, or other employee acts pursuant to this Agreement outside of their normal jurisdiction, pursuant to the authority contained herein, or under any other written agreement subsequent to signing of this Agreement, or any supplement or addition hereto, such persons shall have the same authorities, powers, rights, benefits, privileges, and immunities as if they were performing their duties in the territorial jurisdiction of which they are employed, appointed, or elected.
14. It is the intent and purpose of this Agreement that there be the fullest cooperation among the agencies to ensure the maintenance of good order and law enforcement during an

emergency situation or other law enforcement matter which requires interjurisdictional law enforcement activity pursuant to this Agreement.

15. If any part, section, sub-section, sentence, clause or phrase of this Agreement is for any reason declared invalid, such decision shall not affect the validity of the remaining portions of this Agreement.

16. This Agreement shall be in effect from January 1, 2012 through and including December 31, 2015. This Agreement shall be renewed or extended only by written agreement signed by authorized representatives of all parties hereto. Either party may withdraw from this Agreement upon fifteen (15) days advance written notice to the other party.

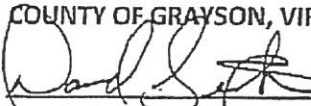
17. This Agreement is subject to modification only by written agreement signed by all parties hereto. Any such modification shall be made a part of this Agreement as an addendum.

18. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

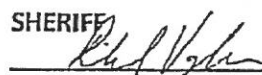
Executed pursuant to a resolution of the Grayson County Board of Supervisors at its regular meeting on the 12th day of April, 2012.

COUNTY OF GRAYSON, VIRGINIA



David M. Sexton, Chairperson of the
Grayson County Board of Supervisors
Date: 4/12/2012

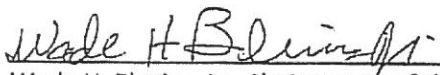
COUNTY OF GRAYSON, VIRGINIA

SHERIFF


Richard A. Vaughan, Sheriff for
Grayson County, Virginia
Date: 4/12/2012

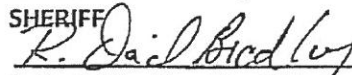
Executed pursuant to a resolution of the Smyth County Board of Supervisors at its regular meeting on the 12th day of June, 2012.

COUNTY OF SMYTH, VIRGINIA



Wade H. Blevins, Jr., Chairperson of the
Smyth County Board of Supervisors
Date: 6-12-12

COUNTY OF SMYTH, VIRGINIA

SHERIFF


R. David Bradley, Sheriff for
Smyth County, Virginia
Date: 07-12-12

A meeting of the Smyth County Personnel Committee was held at the County Office Building on Thursday, October 29, 2015 at 3:30 P.M.

Committee Members Present: Chilhowie District Supervisor Wade H. Blevins
Saltville District Supervisor Roscoe D. Call
Park District Supervisor M. Todd Dishner

Staff Members: Michael Carter, County Administrator
Michelle Clayton, County Attorney
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Lisa Richardson, Human Resource Manager

Chairman, Chilhowie District Supervisor Wade H. Blevins called the meeting to order at 3:34 P.M.

Michael Carter, County Administrator discussed a possible change in operating hours for the County Administration Building for County Employees only.

Lisa Richardson, Human Resource Manager informed the Committee that she along with Michelle Clayton, County Attorney had been working on the Personnel Manual. A lot of details have been added to the manual. Below are the changes being proposed at this time.

New Personnel Manual Proposals

1. Accrued Sick Leave Paid

- Current policy does not pay for accrued sick leave at separation of employment.
- Proposed policy: Sick leave accrued but not used shall be paid on separation of employment at the rate of two dollars per sick leave hour accrued, unless the employee has been terminated due to conviction of felony or misdemeanor of moral turpitude.

Saltville District Supervisor Roscoe D. Call made a motion to recommend the proposed change to the Board of Supervisors. Park District Supervisor M. Todd Dishner seconded the motion. All agreed unanimously.

2. Bereavement Leave

- Current policy: Sick leave shall be used when an employee is incapacitated by sickness or injury; for medical, dental, or optical diagnosis or treatment; for necessary care and attendance or death of a member of the employee's family or household which shall include husband, wife, children, mother, father, sister, brother, and grandparents. Leave due to death of others shall be charged to annual leave or leave without pay.

- Proposed policy: Full-time employees shall be granted up to three (3) consecutive work days of paid bereavement leave, to be used for an absence related to the death of an immediate family or household member as listed under 6.9(c) (iii). This leave is a separate category of leave and not charged against an employee's other paid leave accruals. Unused bereavement leave may not be carried over from one year to the next or donated. Annual leave, sick leave or other paid or unpaid leave may be granted with approval of the County Administrator, for bereavement absences extending beyond the three (3) day bereavement leave provided. Bereavement leave shall not be paid out upon separation of employment.

Saltville District Supervisor Roscoe D. Call made a motion to recommend the proposed change to the Board of Supervisors with the "as needed" per occurrence change as discussed. Park District Supervisor M. Todd Dishner seconded the motion. All agreed unanimously.

3.Solicitation:

- Current policy: current policy manual does not address solicitation.
- Proposed Policy: Neither County employees nor persons not employed by the County shall engage in solicitation in the workplace, unless specifically authorized by the County Administrator. Non-County-related advertisements posted on County premises will be removed.

The Committee tabled this proposed change for a later date.

4.Covert Recording:

- Current Policy: current policy manual does not address covert recording.
- Proposed Policy: Covert recording, scanning or photocopying while on duty or on County property is a violation of policy and will lead to disciplinary action, up to and including termination.

Saltville District Supervisor Roscoe D. Call made a motion to recommend the proposed change to the Board of Supervisors. Park District Supervisor M. Todd Dishner seconded the motion. All agreed unanimously.

With no other matters to discuss, Wade Blevins adjourned the meeting at 4:56 P.M.

A meeting of the Smyth County Personnel Committee was held at the County Office Building on Wednesday, November 18, 2015 at 3:30 P.M.

Committee Members Present: Chilhowie District Supervisor Wade H. Blevins
Saltville District Supervisor Roscoe D. Call
Park District Supervisor M. Todd Dishner

Staff Members: Michael Carter, County Administrator
Michelle Clayton, County Attorney
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Lisa Richardson, Human Resource Manager

Chairman, Chilhowie District Supervisor Wade H. Blevins called the meeting to order at 3:34 P.M.

Lisa Richardson, Human Resource Manager informed the Committee that she along with Michelle Clayton, County Attorney had been working on the Personnel Manual. A lot of details have been added to the manual. Below are the changes being proposed at this time.

New Personnel Manual Proposals

Worker's Compensation

- **Current policy:** An employee injured in the line of duty without fault or negligence on his or her part, shall be permitted to continue the hospitalization/major medical and life insurance plan carried by the County as an employee benefit for a period not exceeding twelve months following the injury and beginning not earlier than after an absence of five working days chargeable to sick leave or other type of leave. During this period, not to exceed twelve months, the County shall continue to pay the employee's share of these benefits. In the event that the employee chooses not to continue these benefits during such period, or fails to pay the required employee's share of the premiums thereof, this benefit shall cease. While on workers' compensation leave, other leave benefits shall not accrue until the employee returns to duty.

Proposed policy: Smyth County will provide Worker's Compensation benefits in accordance with the Virginia Worker's Compensation Act to all employees. In the event of a conflict between any provisions in this Personnel Manual and any requirement of the Act or its regulations, employees shall be afforded all rights, and shall have all obligations, required by current law.

There are several types of benefits provided by the Virginia Workers' Compensation Act

which generally include wage replacement after seven (7) calendar days for temporary or partial disability, permanent partial impairment, permanent and total disability, paid medical expenses, death benefits, and rehabilitation services. An employee who has an accident that arises out of and in the course of employment regardless of the severity must report the injury to the Department Head immediately. Failure to report in a timely manner may result in loss of compensation and payment of medical expenses.

a. Program Administration

- i. Each department shall establish procedures for notification of appropriate personnel for emergency and after-hours situations, including notification of injury or illness of employees during such times.
- ii. Notification to the Human Resource Director shall be immediately or within two (2) hours of the first business day following any injury or illness which occurred during emergency or other hours outside the regular business day. The County Administrator shall be notified immediately (at home if after normal business hours) in the event of a fatality, any loss of limb or eye, or inpatient hospitalization.
- iii. Within the first two hours, or as soon as possible thereafter, the employee shall be responsible for completing a written report of the incident with the Human Resource Director. This report is submitted to the County's insurance provider and the Virginia Workers Compensation Commission. In the instance an employee is unable to report the incident; the Department Head shall contact the Human Resource Director to complete the report if the seriousness of the injury/ illness prevents the employee from doing so, and shall later get a written statement from the incapacitated employee. The Department Head shall advise the employee's expected return to work or change in work status.

b. Amount of Compensation during Incapacity

- i. Wage Replacement (Temporary total or partial): While temporarily unable to perform any work, an employee is entitled to 2/3 of gross average wage up to a set maximum limit. There must be seven (7) days of disability before benefits are payable. However, if disabled for more than three weeks, the employee receives payment for the first seven (7) days. Benefits cannot exceed 500 weeks unless the person is totally and permanently disabled. If the injured employee cannot return to regular work and is given a light duty job at a lower wage, benefits are 2/3 of the difference between the pre-injury wage and the current pay up to the maximum weekly limit. Cost of living supplements are not paid on temporary partial benefits.

- ii. An employee who has an accident that arises out of and in the course of employment and is unable to return to work immediately may use up to seven (7) days of accrued sick leave. Upon the eighth day of incapacity, the employee will be placed on leave without pay with the County and receive 2/3 of wages directly from the workers compensation provider. VRS contributions will discontinue for both the employee and the employer and the employee will be responsible for the employee share of health insurance premiums as provided below under (c) .
- c. *Health Insurance:* An employee injured in the workplace without fault or negligence on their own part, shall be permitted to continue the hospitalization/major medical insurance plan carried by the County as an employee benefit for a period not exceeding twelve months or the maximum under the Provider rules, following the injury and beginning not earlier than after an absence of seven working days chargeable to sick leave or other type of leave. During this period, the County shall continue to pay the employer's share of these benefits. In the event that the employee chooses not to continue these benefits during such period, or fails to pay the required employee's share of the premiums thereof, this benefit shall cease.
- d. *Other Benefits:* While on workers' compensation leave, other paid leave benefits, such as vacation, sick time, and holiday time, shall not accrue until the employee returns to duty.
- e. Modified Work Assignment
 - i. The County actively supports a selective return-to-work program. For claims deemed compensable by the worker's compensation insurance carrier, every effort shall be made within the employees' department to find a suitable modified work assignment for an employee unable to perform regular duties. Any return to work action taken by the County shall be in accordance with the Virginia compensation laws and at the discretion of the County Administrator and the Department Head.
 - ii. The modified work assignment shall be based upon the treating physician's medical evaluation including information on required medical treatments, recovery prognosis, work restrictions, and time frames, and the requirements of the department. The Department Head and the County Administrator shall carefully consider the medical reports and limitations, and the availability of suitable modified duty prior to initiating a modified work assignment.

- iii. An injured employee, who refuses any suitable employment, shall not be entitled to any compensation at any time during the continuation of such refusal, unless in the opinion of the Virginia Workers Compensation Commission the refusal was justified.

f. Termination of Employment

The County shall not terminate employment on the basis of excessive absenteeism due to a worker's compensation related injury unless such absences cause undue hardship to the County following the rules of Americans with Disabilities Act.

Park District Supervisor M. Todd Dishner made a motion to recommend the proposed change to the Board of Supervisors. Saltville District Supervisor Roscoe D. Call seconded the motion. All agreed unanimously.

Background Checks

- **Current Policy:** Currently no policy for background checks
- **Proposed Policy:** Applications: The County relies on the completeness and accuracy of information contained in the employment application, as well as the accuracy of other data presented during the selection process. All employment information must be current, accurate and complete. Any intentional misrepresentations, falsifications, or material omissions on the County application will result in the County's exclusion of the individual from further consideration for employment or dismissal from employment if hired. The Human Resource Director along with the Department Head shall review all submitted applications and determine those most qualified to interview for the relevant position. Prior to the interviewing process, the Human Resource Director with the Department Head shall determine reasonable interview questions to pose to each candidate in order to achieve consistency in the interview process. Questions will be based only on the information on the employment application and related to the position. In determining qualifications, the County may use but is not limited to: pre- and post-employment processes; evaluation of training and experience; written and skills tests; driving record; reference checks; background check including criminal background checks and drug testing for all employees. ****Need Ordinance****

Continuing Obligation to Report: An individual who is charged with or convicted of a crime, subsequent to the initial background check or during the course of employment, is required to immediately report such information to the Department Head. Failure to report may subject the employee to disciplinary action, up to and including termination. The county may require an employee to provide current criminal history information

where the county has reason to believe that a criminal conviction has occurred but has not been reported as required under this provision.

Park District Supervisor M. Todd Dishner made a motion to recommend the proposed change to the Board of Supervisors. Saltville District Supervisor Roscoe D. Call seconded the motion. All agreed unanimously.

Drug Testing

Current Policy: No employee shall unlawfully manufacture; distribute, dispense, possess, be under the influence of or use on or in any workplace alcohol or anabolic steroids, any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any controlled substance as defined in the Drug Control Act of Chapter 15.1 of Title 54 of the Code of Virginia and as defined in Schedules I through V of 21 U.S.C. Section 812, or drug paraphernalia. "Drug paraphernalia" means those items described in Section 18.2-265 of the Code of Virginia.

"Workplace" means the site for the performance of work and includes any County-property; County-owned or County-approved vehicles used to transport employees or to provide services; and any County-sponsored activity.

As a condition of employment, each employee agrees to (and shall) abide by the terms of this policy and agrees to notify his or her supervisor of his or her convictions of any criminal drug statute for a violation occurring in the workplace as defined above, no later than five (5) days after such conviction.

An employee who violates this policy shall, depending on the severity of the offense, be subject to disciplinary action ranging from a written warning to dismissal. The employee may also be required to participate in a drug abuse assistance or rehabilitation program.

Proposed Policy:

9.1 Purpose

Smyth County has an obligation to the public and to its employees to conduct its operations safely and efficiently. It is in the best interests of the County, as an employer, to attract and maintain a workforce free of impairment by alcohol and drugs. Employee substance abuse increases the potential for absenteeism, substandard performance, and for accidents that may result in injury to self, other employees, or the general public. It is the policy of the County that all County work sites shall be maintained as an alcohol- and drug-free workplace. The use of alcohol or illegal drugs, and the misuse of prescription or other drugs, is unacceptable in the County workplace. For purposes of meeting its obligations to provide an alcohol- and drug-free workplace, the County reserves the right, at any time, to search all County workplaces, and all County-owned furniture, equipment or premises, including offices, desks, lockers, safes, file cabinets, toolboxes, etc.

The purposes of this Policy are to:

- i. Maintain a safe and productive work environment for all employees;

- ii. Protect the safety of citizens who depend upon the services provided by County employees;
- iii. Educate employees about the dangers of substance abuse in the workplace;
- iv. Train Department Heads to recognize behavior indicative of potential substance abuse, and to take action to remedy recognized problems;
- v. In appropriate circumstances, to provide an opportunity to encourage employees to take advantage of available resources through local resources or employee's health care plan.

9.2 Rules of Conduct

- i. No employee shall unlawfully manufacture, distribute, sell, dispense, possess or use any controlled substance or illegal drug.
- ii. No employee shall possess, consume, or be under the influence of any illegal drug, controlled substance, alcohol, or other intoxicant while on duty or on County property.
- iii. No employee shall report to work, operate any County vehicle or machinery, or otherwise perform job duties on behalf of the County while impaired by or under the influence of alcohol or any drugs, whether such drugs are lawful (prescription, over-the-counter) or unlawful.
- iv. As a condition of employment, each employee shall notify the Department Head of a conviction of any criminal drug offense, no later than five (5) calendar days after such conviction. The Department Head is required to notify the Human Resource Director immediately.
- v. As a condition of employment, an employee shall submit to a drug or alcohol screening, when requested by the County to do so pursuant to this policy. An applicant for employment shall, following receipt of a conditional offer of employment, be required to submit to a drug and/or alcohol screening.
- vi. As a condition of employment, each employee shall abide by the terms of this County policy and regulations implemented by the County Administrator or Director of Human Resources in connection with this policy.
- vii. Employees who report to work under the influence of drugs or alcohol will not drive themselves home or elsewhere, either in their own vehicle or in a County-owned vehicle.

9.3 Applicability

This policy is applicable to all County Administrative employees.

9.4 Designated Employer Representative.

The Director of Human Resources shall serve as the Designated Employer Representative (DER). The DER shall have the authority to make decisions about the testing process and to answer questions about it. The DER has authority to remove an employee from safety-sensitive duties immediately upon receipt of positive test results.

The Human Resource Director (DER) is the employee contact person for any questions regarding the County Drug and Alcohol Free Workplace policy, related testing program, and the Employee Assistance Program available through the employee's health insurance plan.

9.5 Drug and Alcohol Testing

Drug and/or alcohol screenings may be required of County employees as follows:

- (a) All employees, generally;
 - i. Pre-Employment drug screening: Applicants for County jobs shall be advised of the County's policy regarding pre-employment drug/alcohol screening. No prospective employee will be asked to submit to screening unless and until a conditional offer of employment has been made. An unexplained positive result may result in withdrawal of the offer of employment.
 - ii. Reasonable Suspicion: Employees may be required to submit to drug and/or alcohol screening when a Department Head observes signs and symptoms that lead them to suspect drug use, alcohol use, or some other drug-free workplace policy violation. The Department Head shall document the facts constituting reasonable suspicion that the employee is under the influence of alcohol or illegal drugs. If the employee refuses to be tested, the Department Head will remind the employee that refusal to submit to a test within one hour constitutes insubordination under this Manual which may be the basis for termination.
 - iii. Random Screening: Random screening, when utilized, will be performed on an unannounced, unpredictable basis, on employees whose identifying information has been placed in a testing pool from which a scientifically arbitrary selection is made. This selection will be computer generated to ensure that it is indeed random and that each person of the workforce population has an equal chance of being selected for testing, regardless of whether that person was recently tested or not.
 - iv. Incident/ Post Accident: Employees involved in workplace accidents, including without limitation, accidents involving use of motor vehicles in the course of employment, may be required to undergo drug and or alcohol screening.

Employees shall be required to submit to drug- and alcohol- screening any time they are involved in an on-the-job vehicle accident resulting in a citation for moving violations arising from an accident that: (1) requires a vehicle to be towed, (2) results in an injury requiring immediate medical attention away from the scene, or (3) results in a fatality. Employees are prohibited from using alcohol or controlled substances following an accident that necessitates testing, as described above, until after they have been tested.

Employees shall be required to submit to drug- and alcohol-screening any time they

are involved in any workplace incident that results in the death or serious injury of an employee or member of the public.

When post-accident or post-incident screening is utilized, the employee(s) subject to the screening shall not be allowed to return to work prior to the screening or subsequent to the screening until satisfactory results of the screening have been received.

In the event any workplace accident results in the death of an employee, blood/urine samples may be tested for the presence of drugs/alcohol.

- (b) Employees in Positions Where Screenings are required by Federal Law: Federal laws and regulations require certain County employees to submit to screenings for illegal drugs or alcohol. Drug and/or alcohol screenings are required by the following federal agencies: **FMCSA** (Federal Motor Carrier Safety Administration, which regulates the operation of commercial motor vehicles); and **FTA** (Federal Transit Administration of the federal Department of Transportation) and employees in positions regulated by those agencies shall be governed by the Anti-Drug Program(s) promulgated by the County in accordance with applicable federal regulations.

The Director of Human Resources, in consultation with the Department Heads of County departments in which employees subject to federally mandated drug and alcohol screenings are employed, will maintain a drug and alcohol program and screening procedures for employees subject to those federal requirements. Where not inconsistent with the applicable federally-mandated program(s), the employees shall also be subject to the provisions of this Policy. If any of the federally-mandated Drug Programs, or federal law or regulations, is silent on the issue of consequences for violation(s) thereof, then employees subject to those Programs shall be subject to the consequences set forth in this Policy.

The term "alcohol screening" shall refer to an evidential breath-testing device operated by a trained breath alcohol technician. The term "drug screening" refers to urinalysis used for the detection of the presence of illegal drugs, where the testing of urine is performed by a laboratory approved by laboratory approved by the National Institute on Drug Abuse (NIDA) or the Virginia Department of Criminal Justice Services Division of Forensic Science. The testing shall include a panel screening for the 5 standard illegal drugs tested for under SAMHSA guidelines, with gas chromatography/mass spectrometry (GC/MS) confirmation on all positive tests. The term "positive result" refers to a screening that detects the presence of alcohol or drugs in an employee's system. The County may test for other additional drugs, whether legal or illegal.

Urine specimens will be collected in a manner such that the employee is not observed while actually providing the specimen. If there is reason to believe that the employee has altered or substituted the urine specimen provided, then a second sample will be obtained under the direct observation of a same gender collection site person.

Drug and/or alcohol screenings may be conducted by the County at any of the following times: (a) while an employee is performing job duties, (b) Incident Screenings: within two (2) hours after an Incident (for alcohol screenings) or within forty-eight (48) hours after an Incident (drug screenings), and/or (c) Pre-employment screenings: prior to making a final offer of employment.

9.6 Testing Facility and Procedures

Standardized testing procedures consistent with federal Substance Abuse and Mental Health Services Administration (SAMHSA), including arrangements for a Medical Review Officer to review test results will be established. Any drug and/or alcohol testing by the County will be conducted by a laboratory licensed by the Commonwealth and certified by SAMHSA, the name and location of which will be made available to the employee by the Human Resources Department. The procedures established by the Director shall include provisions for notification of an employee of results of a test after receipt of such results from the laboratory. If the results are positive, the employee will be given the opportunity to explain the positive result to a Medical Review Officer. In addition, the employee may have the same sample retested at a laboratory of the employee's choice at the employee's expense, limited to laboratories licensed by the Commonwealth and certified by SAMHSA.

Upon determination that there exists cause to require a reasonable suspicion screening, then the employee shall be removed from duty and shall not be allowed to return to work prior to the screening or thereafter, until the County receives satisfactory report of the results of the screening.

9.7 Expenses

The County will pay the cost of any testing that it requires or requests, including re-testing of confirmed positive results if such retesting is performed at the election of the County. Any additional tests that the employee requests will be paid for by the employee.

9.8 Privacy Rights

The results of a drug or alcohol screening may be used in arbitration, or administrative hearings, and any court cases arising as a result of the employee's employment or of the drug test. Results of drug and alcohol screenings will also be sent to federal agencies as required by federal law. Otherwise, results of a drug or alcohol screening will be maintained as confidential health information and confidential personnel information, and shall only be disclosed or disseminated by the County, its officers and employees as

required or authorized by law, or as requested within a written release signed by the employee.

9.9 Discipline and Corrective Action

A refusal to submit to a required screening, the adulteration of a sample or specimen required to be submitted; the tampering with any sample or test facility, and any positive test result shall result in disciplinary action, up to and including termination of employment:

- i. Following the County's receipt of a confirmed positive drug screening, an employee shall be terminated from employment.
- ii. In the event of a positive test result of a pre-employment screening, a statement of medical justification provided in writing by the Medical Review Officer will be considered by the County, but the County shall not be required to accept such statement as establishing satisfactory results of such screening.
- iii. Nothing contained within this Policy shall prohibit or in any way limit the County's authority to impose disciplinary action upon any employee for conduct that is so serious as to be inappropriate or prohibited under any circumstances, regardless of the involvement or influence of alcohol or drugs in the incident. In the event that an employee's conduct would be grounds for disciplinary action pursuant both to this Policy and another County procedure or regulation, the County may elect to impose the most severe discipline permitted under the circumstances, or (if not inconsistent) to impose discipline both for the violation of this Policy and for other aspects of the employee's conduct.

9.10 Exclusions

Moderate use of alcohol outside of regular business hours at functions or meetings in which County employees participate as a representative of the County is permitted as an exception to this Policy, as long as such employee does not operate a County-owned vehicle at a time proximate to such use.

9.11 Interpretation

The authority to administer and interpret this policy rests with the County Administrator, and generally delegated to the Director of Human Resources.

No action taken at this time.

III. Revise Accrued Sick Leave Paid policy to read as follows:

Sick leave accrued but not used shall be paid on separation of employment at the rate of two dollars (\$2.00) per sick leave hour accrued, unless the employee has been terminated due to a conviction of felony or misdemeanor of moral turpitude. Upon separation of employment, accrued sick leave shall not be used to extend the separation date.

Park District Supervisor M. Todd Dishner made a motion to recommend the proposed change to the Board of Supervisors. Saltville District Supervisor Roscoe D. Call seconded the motion. All agreed unanimously.

With no other matters to discuss, Wade Blevins adjourned the meeting at 4:30 P.M.

A meeting of the Smyth County Personnel Committee was held at the County Office Building on Wednesday, December 2, 2015 at 3:30 P.M.

Committee Members Present: Chilhowie District Supervisor Wade H. Blevins Jr., Chairman
Saltville District Supervisor Roscoe D. Call
Park District Supervisor M. Todd Dishner

Staff Members: Michael Carter, County Administrator
Michelle Clayton, County Attorney
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Lisa Richardson, Human Resource Manager

Chairman, Chilhowie District Supervisor Wade H. Blevins called the meeting to order at 3:34 P.M.

Michael Carter, County Administrator updated the Committee on Circuit Court Judge Simmons employee request.

Lisa Richardson, Human Resource Manager informed the Committee that she along with Michelle Clayton, County Attorney had been working on the Personnel Manual. A lot of details have been added to the manual. Below are the changes being proposed at this time.

New Personnel Manual Proposals

Drug Testing

Current Policy: No employee shall unlawfully manufacture; distribute, dispense, possess, be under the influence of or use on or in any workplace alcohol or anabolic steroids, any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any controlled substance as defined in the Drug Control Act of Chapter 15.1 of Title 54 of the Code of Virginia and as defined in Schedules I through V of 21 U.S.C. Section 812, or drug paraphernalia. "Drug paraphernalia" means those items described in Section 18.2-265 of the Code of Virginia.

"Workplace" means the site for the performance of work and includes any County-property; County-owned or County-approved vehicles used to transport employees or to provide services; and any County-sponsored activity.

As a condition of employment, each employee agrees to (and shall) abide by the terms of this policy and agrees to notify his or her supervisor of his or her convictions of any criminal drug statute for a violation occurring in the workplace as defined above, no later than five (5) days after such conviction.

An employee who violates this policy shall, depending on the severity of the offense, be subject to disciplinary action ranging from a written warning to dismissal. The employee may also be required to participate in a drug abuse assistance or rehabilitation program.

Proposed Policy:

9.1 Purpose

Smyth County has an obligation to the public and to its employees to conduct its operations safely and efficiently. It is in the best interests of the County, as an employer, to attract and maintain a workforce free of impairment by alcohol and drugs. Employee substance abuse increases the potential for absenteeism, substandard performance, and for accidents that may result in injury to self, other employees, or the general public. It is the policy of the County that all County work sites shall be maintained as an alcohol- and drug-free workplace. The use of alcohol or illegal drugs, and the misuse of prescription or other drugs, is unacceptable in the County workplace. For purposes of meeting its obligations to provide an alcohol- and drug-free workplace, the County reserves the right, at any time, to search all County workplaces, and all County-owned furniture, equipment or premises, including offices, desks, lockers, safes, file cabinets, toolboxes, etc.

The purposes of this Policy are to:

- i. Maintain a safe and productive work environment for all employees;
- ii. Protect the safety of citizens who depend upon the services provided by County employees;
- iii. Educate employees about the dangers of substance abuse in the workplace;
- iv. Train Department Heads to recognize behavior indicative of potential substance abuse, and to take action to remedy recognized problems;
- v. In appropriate circumstances, to provide an opportunity to encourage employees to take advantage of available resources through local resources or employee's health care plan.

9.2 Rules of Conduct

- i. No employee shall unlawfully manufacture, distribute, sell, dispense, possess or use any controlled substance or illegal drug.
- ii. No employee shall possess, consume, or be under the influence of any illegal drug, controlled substance, alcohol, or other intoxicant while on duty or on County property.
- iii. No employee shall report to work, operate any County vehicle or machinery, or otherwise perform job duties on behalf of the County while impaired by or under the influence of alcohol or any drugs, whether such drugs are lawful (prescription, over-the-counter) or unlawful.
- iv. As a condition of employment, each employee shall notify the Department Head of a conviction of any criminal drug offense, no later than five (5) calendar days after such conviction. The Department Head is required to notify the Human Resource Director immediately.
- v. As a condition of employment, an employee shall submit to a drug or alcohol screening, when requested by the County to do so pursuant to this policy. An applicant for employment shall, following receipt of a conditional offer of employment, be required to submit to a drug and/or alcohol screening.

- vi. As a condition of employment, each employee shall abide by the terms of this County policy and regulations implemented by the County Administrator or Director of Human Resources in connection with this policy.
- vii. Employees who report to work under the influence of drugs or alcohol will not drive themselves home or elsewhere, either in their own vehicle or in a County-owned vehicle.

9.3 Applicability

This policy is applicable to all County Administrative employees.

9.4 Designated Employer Representative.

The Director of Human Resources shall serve as the Designated Employer Representative (DER). The DER shall have the authority to make decisions about the testing process and to answer questions about it. The DER has authority to remove an employee from safety-sensitive duties immediately upon receipt of positive test results.

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(a) All employees, generally;

- i. Pre-Employment drug screening: Applicants for County jobs shall be advised of the County's policy regarding pre-employment drug/alcohol screening. No prospective employee will be asked to submit to screening unless and until a conditional offer of employment has been made. An unexplained positive result may result in withdrawal of the offer of employment.
- ii. Reasonable Suspicion: Employees may be required to submit to drug and/or alcohol screening when a Department Head observes signs and symptoms that lead them to suspect drug use, alcohol use, or some other drug-free workplace policy violation. The Department Head shall document the facts constituting reasonable suspicion that the employee is under the influence of alcohol or illegal drugs. If the employee refuses to be tested, the Department Head will remind the employee that refusal to submit to a test within one hour constitutes insubordination under this Manual which shall be the basis for termination.
- iii. Random Screening: Random screening, when utilized, will be performed on an unannounced, unpredictable basis, on employees whose identifying information has been placed in a testing pool from which a scientifically arbitrary selection is made. This selection will be computer generated to ensure that it is indeed random and that each person of the workforce population has an equal chance of being selected for testing, regardless of whether that person was recently tested or not.

- iv. Incident/ Post Accident: Employees involved in workplace accidents, including without limitation, accidents involving use of motor vehicles in the course of employment, may be required to undergo drug and or alcohol screening.

Employees shall be required to submit to drug- and alcohol- screening any time they are involved in an on-the-job vehicle accident resulting in a citation for moving violations arising from an accident that: (1) requires a vehicle to be towed, (2) results in an injury requiring immediate medical attention away from the scene, or (3) results in a fatality. Employees are prohibited from using alcohol or controlled substances following an accident that necessitates testing, as described above, until after they have been tested.

Employees shall be required to submit to drug- and alcohol-screening any time they are involved in any workplace incident that results in the death or serious injury of an employee or member of the public.

When post-accident or post-incident screening is utilized, the employee(s) subject to the screening shall not be allowed to return to work prior to the screening or subsequent to the screening until satisfactory results of the screening have been received.

In the event any workplace accident results in the death of an employee, blood/urine samples may be tested for the presence of drugs/alcohol.

- (b) Employees in Positions Where Screenings are required by Federal Law: Federal laws and regulations require certain County employees to submit to screenings for illegal drugs or alcohol. Drug and/or alcohol screenings are required by the following federal agencies: **FMCSA** (Federal Motor Carrier Safety Administration, which regulates the operation of commercial motor vehicles); and **FTA** (Federal Transit Administration of the federal Department of Transportation) and employees in positions regulated by those agencies shall be governed by the Anti-Drug Program(s) promulgated by the County in accordance with applicable federal regulations.

The Director of Human Resources, in consultation with the Department Heads of County departments in which employees subject to federally mandated drug and alcohol screenings are employed, will maintain a drug and alcohol program and screening procedures for employees subject to those federal requirements. Where not inconsistent with the applicable federally-mandated program(s), the employees shall also be subject to the provisions of this Policy. If any of the federally-mandated Drug Programs, or federal law or regulations, is silent on the issue of consequences for violation(s) thereof, then employees subject to those Programs shall be subject to the consequences set forth in this Policy.

The term "alcohol screening" shall refer to an evidential breath-testing device operated by a trained breath alcohol technician. The term "drug screening" refers to urinalysis used for

the detection of the presence of illegal drugs, where the testing of urine is performed by a laboratory approved by the National Institute on Drug Abuse (NIDA) or the Virginia Department of Criminal Justice Services Division of Forensic Science. The testing shall include a panel screening for the 5 standard illegal drugs tested for under SAMHSA guidelines, with gas chromatography/mass spectrometry (GC/MS) confirmation on all positive tests. The term "positive result" refers to a screening that detects the presence of alcohol or drugs in an employee's system. The County may test for other additional drugs, whether legal or illegal.

Urine specimens will be collected in a manner such that the employee is not observed while actually providing the specimen. If there is reason to believe that the employee has altered or substituted the urine specimen provided, then a second sample will be obtained under the direct observation of a same gender collection site person.

Drug and/or alcohol screenings may be conducted by the County at any of the following times: (a) while an employee is performing job duties, (b) Incident Screenings: within two (2) hours after an Incident (for alcohol screenings) or within forty-eight (48) hours after an Incident (drug screenings), and/or (c) Pre-employment screenings: prior to making a final offer of employment.

9.6 Testing Facility and Procedures

Standardized testing procedures consistent with federal Substance Abuse and Mental Health Services Administration (SAMHSA), including arrangements for a Medical Review Officer to review test results will be established. Any drug and/or alcohol testing by the County will be conducted by a laboratory licensed by the Commonwealth and certified by SAMHSA, the name and location of which will be made available to the employee by the Human Resources Department. The procedures established by the Director shall include provisions for notification of an employee of results of a test after receipt of such results from the laboratory. If the results are positive, the employee will be given the opportunity to explain the positive result to a Medical Review Officer. In addition, the employee may have the same sample retested at a laboratory of the employee's choice at the employee's expense, limited to laboratories licensed by the Commonwealth and certified by SAMHSA.

Upon determination that there exists cause to require a reasonable suspicion screening, then the employee shall be removed from duty and shall not be allowed to return to work prior to the screening or thereafter, until the County receives satisfactory report of the results of the screening.

9.7 Expenses

The County will pay the cost of any testing that it requires or requests, including re-testing of confirmed positive results if such retesting is performed at the election of the County. Any additional tests that the employee requests will be paid for by the employee.

9.8 Privacy Rights

The results of a drug or alcohol screening may be used in arbitration, or administrative hearings, and any court cases arising as a result of the employee's employment or of the drug test. Results of drug and alcohol screenings will also be sent to federal agencies as required by federal law. Otherwise, results of a drug or alcohol screening will be maintained as confidential health information and confidential personnel information, and shall only be disclosed or disseminated by the County, its officers and employees as required or authorized by law, or as requested within a written release signed by the employee.

9.9 Discipline and Corrective Action

A refusal to submit to a required screening, the adulteration of a sample or specimen required to be submitted; the tampering with any sample or test facility, and any positive test result shall result in disciplinary action, up to and including termination of employment:

- i. Following the County's receipt of a confirmed positive drug screening, an employee shall be terminated from employment.
- ii. In the event of a positive test result of a pre-employment screening, a statement of medical justification provided in writing by the Medical Review Officer will be considered by the County, but the County shall not be required to accept such statement as establishing satisfactory results of such screening.
- iii. Nothing contained within this Policy shall prohibit or in any way limit the County's authority to impose disciplinary action upon any employee for conduct that is so serious as to be inappropriate or prohibited under any circumstances, regardless of the involvement or influence of alcohol or drugs in the incident. In the event that an employee's conduct would be grounds for disciplinary action pursuant both to this Policy and another County procedure or regulation, the County may elect to impose the most severe discipline permitted under the circumstances, or (if not inconsistent) to impose discipline both for the violation of this Policy and for other aspects of the employee's conduct.

9.10 Exclusions

Moderate use of alcohol outside of regular business hours at functions or meetings in which County employees participate as a representative of the County is permitted as an exception to this Policy, as long as such employee does not operate a County-owned vehicle at a time proximate to such use.

9.11 Interpretation

The authority to administer and interpret this policy rests with the County Administrator, and generally delegated to the Director of Human Resources.

After discussion, Saltville District Supervisor Roscoe D. Call made a motion to approve the Personnel Manual as presented with all changes and recommend to the Board of Supervisors at the next scheduled meeting on December 8, 2015. Park District Supervisor M. Todd Dishner seconded the motion. All

agreed unanimously.

With no other matters to discuss, Chairman Chilhowie District Supervisor, Wade H. Blevins Jr. adjourned the meeting at 4:30 P.M

DRAFT

A meeting of the Smyth County Courthouse Committee was held at the County Office Building on Wednesday, December 2, 2015 at 3:00 p.m.

Committee Members Present:

Chilhowie District Supervisor Wade H. Blevins Jr.
Atkins District Supervisor J. Howard Burton
Royal Oak District Supervisor G. Blake Frazier, Chairman

Staff Members Present:

Michael Carter, County Administrator
Scott Simpson, Assistant County Administrator
Kendra Hayden, Administrative Assistant
Jeff Richardson, Commissioner of Revenue

J. Howard Burton, Acting Chairman called the meeting to order at 3:03 p.m.

Mr. Simpson brought forward a request from Judge Pomrenke for new furnishings for his Courtroom. After discussion, it was determined to leave the furnishings as they are.

At 3:04 P.M., Royal Oak District Supervisor G. Blake Frazier entered the meeting and assumed his responsibility as Chairman of the Committee.

Mr. Simpson then brought forward an amendment from Moseley Architects to their agreement in the amount of \$5,691.00. This is for additional services for design and construction for changes to the Commonwealth's Attorney Suite. Chilhowie District Supervisor Wade H. Blevins made a motion to recommend to the Board approving the amendment as presented. Atkins District Supervisor J. Howard Burton seconded the motion and all agreed unanimously.

Mr. Simpson then brought forward a request for consideration of a video docket display system for Courtrooms and Lobby in the amount of \$10,905.00. After discussion, Chilhowie District Supervisor Wade H. Blevins Jr. made a motion to recommend to the Board to approve the request as presented. Atkins District Supervisor J. Howard Burton seconded the motion and all agreed unanimously.

Mr. Simpson presented a request for purchase of two (2) monitors for Courtroom video conferencing and display in the amount of \$1,300.00. After discussion, Chilhowie District Supervisor Wade H. Blevins Jr. made a motion to recommend to the Board to approve the request as presented. Atkins District Supervisor J. Howard Burton seconded the motion and all agreed unanimously.

Jeff Richardson, Commissioner of Revenue presented a furniture proposal to the Committee. Due to time constraints this item was continued to later in the meetings to ensure all topics were covered.

Mr. Simpson brought forward a consideration of a budget transfer of \$35,000.00 from Furnishings (301-012010-0008) to Architecture (301-012010-0003) to keep expenses from overrunning estimated funds. After discussion, Chilhowie District Supervisor Wade H. Blevins Jr. made a motion to recommend to the Board to approve the request as presented. Atkins District Supervisor J. Howard Burton seconded the motion and all agreed unanimously.

Mr. Simpson brought forward a request for consideration of preventative maintenance and extended warranty for the new generators located at the Courthouse. The two (2) year maintenance cost is \$2,634.00. After discussion, Chilhowie District Supervisor Wade H. Blevins Jr. made a motion to recommend to the Board to approve the request as presented. Atkins District Supervisor J. Howard Burton seconded the motion and all agreed unanimously.

The Committee then addressed the previous request from Mr. Richardson concerning furniture. After discussion, Chilhowie District Supervisor Wade H. Blevins made a motion to deny the request presented by Mr. Richardson. Atkins District Supervisor J. Howard Burton seconded the motion and all agreed unanimously.

Lastly, Mr. Simpson updated the Committee on the progress of the Courthouse renovation. Mr. Simpson stated the project is currently on schedule and under budget.

All recommendations will be presented to the Board at their next scheduled meeting on December 8, 2015.

Having no other business to discuss, Chairman, Royal Oak District Supervisor G. Blake Frazier adjourned the meeting at 3:37 pm.