

# AGENDA

Tuesday, September 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**; Discussion, consideration, or interviews of prospective candidates for employment and **A.3**; 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 August 11<sup>th</sup> and August 26<sup>th</sup>, 2015 Meetings.

## **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 Dr. Dean Sprinkle-President, Wytheville Community College**

**5:40 Lavonda Brickey-Rabies Clinic**

**5:50 Arthur Barker-Highway Safety Grants**

**6:00 Public Hearing-Green Hill Circle VDOT Revenue Sharing Project**

**6:15 Public Hearing-Solid Waste Tipping Fees**

**6:30 Public Hearing-Konnarock Retreat House Festival Permit**

- **Consideration of Konnarock, Green Cove, Laurel Valley Festival Application**
- **Performance Agreement, Qore Systems- Michelle Clayton**
- **BVU Courthouse Contract- Michelle Clayton**

- EMS Letter of Support- Michael Carter
- Hungry Mother Convenience Station Purchase- Michelle Clayton
- Board Of Supervisors-Sheriff MOU on Convenience Stations- Michelle Clayton

**NEW BUSINESS**

**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:**

**SVAM MANUFACTURER'S APPRECIATION & AWARDS DINNER, SEPTEMBER 21, 2015 @ 6:30 P.M., THE SOUTHWEST VIRGINIA HIGHER ED CENTER**

**CONTINUED MEETING-SEPTEMBER 24, 2015 @ 7:00 P.M.**

Board of Supervisors Meeting Minutes  
August 11, 2015

The Smyth County Board of Supervisors held its regular meeting at 4:00 p.m., Tuesday, August 11, 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 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)

4:01:44 PM Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. called the meeting to order.

A motion was made by Ron C. Blevins, seconded by Saltville District Supervisor Roscoe D. Call to enter into closed session under Code of Virginia, Section 2.2-3711-A.1 Personnel; A.3 Land Acquisition; 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,  
Atkins District Supervisor J. Howard Burton,  
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.

5:03:22 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;

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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,  
Atkins District Supervisor J. Howard Burton,  
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.

5:03:45 PM Lori Hester, Director of Community and Economic Development gave the Invocation and Clegg Williams, Building and Zoning Administrator led the Pledge of Allegiance.

5:04:40 PM Saltville District Supervisor Roscoe D. Call made a motion to appropriate \$12,500 for the purchase of a Convenience Station site the County currently leases. 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,  
Atkins District Supervisor J. Howard Burton,  
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.

5:05:15 PM A motion was made by Saltville District Supervisor Roscoe D. Call to adopt the Agenda and Additional Agenda. 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,  
Atkins District Supervisor J. Howard Burton,  
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.

5:05:34 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 July 14th and July 23rd, 2015 meetings.



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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 and  
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier.

5:05:56 PM Michael Carter, County Administrator presented the Board with information on the current FY15-16 budget and a current month analysis for appropriations.

5:13:48 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$2,952,964.78 from the General Fund. The following is an explanation of the appropriations approved:

General County:	\$1,300,000.00
Aid to the Commonwealth:	\$12,964.78
Social Services (August 12-August 31, 2015)	\$315,000.00
(September 1-September 8, 2015)	\$60,000.00
Schools-Operating Fund	
Instruction	\$600,000.00
Administration, Attendance & Health	\$120,000.00
Transportation	\$75,000.00
Facilities	\$325,000.00
School Food Service	\$15,000.00
Technology	\$130,000.00
Total General Fund:	\$2,952,964.78

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 and  
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$1,682.13 from the EDA-Fund 4 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

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Rye Valley District Supervisor Rick K. Blevins,  
Atkins District Supervisor J. Howard Burton,  
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.

It was moved by Atkins District Supervisor J. Howard Burton seconded by Park District Supervisor M. Todd Dishner to appropriate \$506,707.86 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,  
Atkins District Supervisor J. Howard Burton,  
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.

It was moved by Saltville District Supervisor Roscoe D. Call seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$1,770.64 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,  
Atkins District Supervisor J. Howard Burton,  
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.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Ron C. Blevins to appropriate \$545,954.42 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 and  
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor G. Blake Frazier.

5:21:55 PM Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. opened Citizen's time.

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Vickie Montgomery, 120 Developer's Lane, Saltville VA spoke as a representative of the Saltville Library Board. Ms. Montgomery stated that she is very upset with the direction the Smyth Bland Regional Library Board is taking and mentioned other concerns during her presentation. She appreciated Mr. Call for appointing her to the Board for the Library and wishes to continue to serve in that capacity.

5:27:48 PM With no one else wishing to speak, Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. closed citizen's time.

5:29:04 PM Lisa Moore, Executive Director for Mt. Rogers Community Services Board and Sarah Beamer, Director of Finance and Administrative Services for Mt. Rogers Community Services Board presented information on their FY2016 Performance Agreement.

5:43:30 PM Michael Carter, County Administrator presented the 2017 Revenue Sharing Program through VDOT and asked members to present recommendations to him for VDOT to consider prior to mid October.

5:45:00 PM Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. opened the Public Hearing for a Festival Permit from the Konnarock, Green Cove, Laurel Valley Community Association. Michael Carter, County Administrator read the following advertisement as published in the Smyth County News & Messenger.

**PUBLIC HEARING NOTICE**

The Smyth County Board of Supervisors will conduct a public hearing on Tuesday, August 11th, 2015 at 5:45 p.m., or soon thereafter, in the Smyth County Office Building, 121 Bagley Circle, Marion, Virginia, to consider the following application for an Annual Musical or Entertainment Festival permit under the Code of Smyth County, Virginia:

*The Konnarock, Green Cove, Laurel Valley Community Association has submitted a festival application for an event to be held on Sunday, September 20, 2015. This event will be held at the Konnarock Community Center, 6535 Whitetop Road, Troutdale, Virginia, 24378, and will be held between the hours of 11:00 a.m. and 5:00 p.m.*

At this public hearing, subject to the rules of procedure of the Board of Supervisors of Smyth County, Virginia, any person may appear and state his/her views thereon.

A copy of this application along with their maps and plans are on file in the Office of the County Administrator of Smyth County at the address given above, and may be viewed Monday through Friday, 8:00 a.m. to 5:00 p.m.

In compliance with the Americans with Disabilities Act, persons requiring special assistance to attend and participate in the public hearing should contact Clegg Williams, Smyth County ADA Coordinator, at (276) 783-3298 x8315 at least forty eight (48) hours prior to the public hearing.

Done by order of the Board of Supervisors  
Michael L. Carter, County Administrator

Rye Valley District Supervisor Rick K. Blevins made a motion to waive the reading of the rules. 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:** Royal Oak District Supervisor G. Blake Frazier.

5:48:20 PM With no one wishing to speak, Chairman, Chilhowie District Supervisor Wade H. Blevins Jr. closed the Public Hearing.

5:48:53 PM Saltville District Supervisor Roscoe D. Call made a motion to appoint David Spence as the Saltville Representative to the Planning Commission. 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,  
Atkins District Supervisor J. Howard Burton  
Saltville District Supervisor Roscoe D. Call.

**NAYS:** None.

**ABSTAINERS:** Royal Oak District Supervisor G. Blake Frazier.

5:49:51 PM Michael Carter, County Administrator presented a request for a letter of support from the City of Bristol for Passenger Rail Service. North Fork District Supervisor Ron C. Blevins made a motion to allow Michael Carter, County Administrator to write the letter of support and submit it to the City of Bristol. Atkins District Supervisor J. Howard Burton 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:** Royal Oak District Supervisor G. Blake Frazier.

5:51:11 PM Michelle Clayton, County Attorney presented a recommendation from the Personnel Committee as shown below. These changes are effective immediately and to be placed in the current personnel manual.

#### **PROPOSED SMYTH COUNTY PERSONNEL MANUAL POLICY – HOLIDAY TIME**

##### **6.9 Types of Leave**

(a) Annual Leave: Each full-time employee shall accrue paid annual leave for each completed year of service as follows:

<u>Years of Service</u>	<u>Yearly Earned</u>
1 – 5 years	96 hours earned (12 days)
6 – 15 years	120 hours earned (15 days)
16+ years	144 years earned (18 days)

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An employee shall be credited with the earned annual leave, as of the date of each anniversary of the commencement date of employment, and this accrued leave shall be available for use over the succeeding 12-month period ("employment year"). Any unused balance of annual leave remaining at the end of the employment year shall expire, except as follows: the employee may carry up to five (5) annual leave days (40 hours) into the next employment year. Upon separation, an employee shall be paid for the unused portion of his or her accrued annual leave.

(b) Holidays: The Board of Supervisors at the beginning of each calendar year shall approve designated paid holidays to be observed. These generally are those holidays recognized by the state and federal government and any additional days as may be approved as holidays by action of the Board of Supervisors. If a holiday falls on Sunday, the following Monday will be observed as a holiday. Holidays that fall on a Saturday will be observed on the preceding Friday. A holiday falling during a paid leave period shall not be counted in computing leave charged to any regular employee. If a regular employee is absent on a holiday for which he or she is scheduled to work, time shall be deducted accordingly from either sick or annual leave or leave without pay. An employee on leave without pay shall receive no holiday pay.

(c) Holiday Time: When a full-time non-exempt employee is required to work on a holiday, holiday time in the form of time off will be credited to the employee on an hour-for-hour basis for hours worked at the regular rate of pay. If the hours worked exceed 40 hours, compensatory time will be credited at the rate of one and one-half (1 ½) hours for each hour worked over 40. Accrued holiday time shall be used by the employee within 30 days from the holiday worked with approval or an extension, if necessary, granted by the County Administrator. Holiday time must be used before any accrued annual leave is taken.

Upon separation, under no circumstances may accrued annual leave, compensatory time or holiday time be used to extend the departure date of an employee. Pay for appropriate leave balances to eligible employees shall be made on a lump sum basis. When the effective date immediately precedes a holiday, the employee shall not be paid for the holiday. In all cases, the Director of Human Resources shall determine the official separation date.

After consideration, the recommendation 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.

5:52:11 PM Michael Carter, County Administrator brought forward a recommendation from the Planning Commission as shown below.

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS  
OF SMYTH COUNTY, VIRGINIA, HELD AT THE SMYTH COUNTY ADMINISTRATION BUILDING ON TUESDAY, AUGUST  
11, 2015

**ORDINANCE TO AMEND THE SMYTH COUNTY ZONING ORDINANCE - APPENDIX A - OF THE CODE OF SMYTH COUNTY, VIRGINIA, BY REPEALING THE CURRENT DEFINITION OF CHILDCARE CENTER AND AMENDING PART OF THE HOME OCCUPATION DEFINITION; BY PROVIDING NEW DEFINITIONS FOR FAMILY DAY HOME AND CHILD DAY CENTER; BY ADDING A NEW ARTICLE IV – SECTIONS 4-14.1 AND 4-14.2 REGARDING REGULATION OF FAMILY DAY HOMES BY THE ZONING ADMINISTRATOR**

WHEREAS, § 15.2-2200 et seq of the Code of Virginia (1950), as amended, permits localities by ordinance to adopt and amend a zoning ordinance; and,

WHEREAS, the purpose of the Zoning Ordinance is to establish standards for zoning of unincorporated territory of Smyth County for the promotion of the health, safety and general welfare of the public;

WHEREAS, the Board of Supervisors in conjunction with the Smyth County Planning Commission has amended the Smyth County Zoning Ordinance from time to time; and

WHEREAS, Smyth County's Zoning Ordinance contains zoning requirements relating to family day care homes that have proven to be confusing to citizens of Smyth County; and

WHEREAS, the amendments to the Smyth County Zoning Ordinance are recommended by the Smyth County Planning Commission and closely track the Virginia Code §15.2-2292 provisions providing much more clarity for citizens wanting to establish these facilities; and

WHEREAS, the notice was properly published as per § 15.2-2204 of the Code of Virginia, (1950), as amended, and a joint public hearing was held on July 14, 2015; and

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

1. That Smyth County Zoning Ordinance, Appendix A of the Smyth County Code, be amended to read and provide as follows:

**Definitions:**

**Family day home.** A single-family dwelling in which children under the age of 13 are received for care, protection and guidance during only part of a twenty-four hour day. Individuals related by blood, legal adoption or marriage to the person who maintains the home shall not be counted towards this total.



- The care of five or fewer children for portions of a day shall be considered a "home occupation" and no conditions more restrictive than either Smyth County Zoning Ordinance Section 10-35 or those imposed on residences occupied by persons related by blood, marriage or adoption shall be imposed. Please note this requirement will be change to "four or fewer children" by Virginia Code provisions mandated and effective July 1, 2016.
- The care of six through twelve children shall require notification by registered mail to adjacent property owners for an opportunity to object to the issuing of a permit. The Applicant is required to pay for the cost of the certified mailing which shall be handled by the Zoning Administrator's Office. If no objections are made within 30 days, the Zoning Administrator may issue a permit. If a permit is denied, a public hearing may be requested and the local governing body may, in its discretion, approve or deny the permit.

**Child day center.** A facility for the provision of temporary custodial oversight and care of six or more minor children and/or adults licensed by an agency of the state government to provide such care, the daily operation of which shall be less than 24 continuous hours but which may provide such care seven days per week unless otherwise restricted. Where permitted pursuant to this chapter, child day centers may be undertaken as a permitted main use, as an accessory to a permitted main use or as a home occupation where permitted pursuant to the provisions of this chapter. No child day center shall be contained within a manufactured home as defined in this section.

**Add to Article IV: General Provisions: Regulation of Family Day Homes**

**4-14.1** The care of five or fewer children for portions of a day shall be considered a "home occupation" and no conditions more restrictive than either Smyth County Zoning Ordinance Section 10-35 or those imposed on residences occupied by persons related by blood, marriage or adoption shall be imposed, in accordance with Va. Code §15.2-2292. (Please note this requirement will be changed to "four or fewer children" by Virginia Code provisions mandated and effective July 1, 2016.)

**4-14.2** The care of six through twelve children shall require notification by certified mail to the last known address of each adjacent property owner for an opportunity to object to the issuance of a Zoning permit. The Applicant is required to pay for the cost of the certified mailing which shall be handled by the Zoning Administrator's Office. If the Zoning Administrator received no written objection from a person so notified within 30 days of the date of sending the letter of notification and determines that the Family Day Home otherwise complies with the provisions of the ordinance, the Zoning Administrator may issue a Zoning permit. If denied, the applicant may file an application for a Special Use Permit with the Zoning Administrator as provided in Article VI.

(Additional sections of the Zoning Ordinance where the term "childcare center" will be replaced with "Child Day Center" are as follows: 3-2.2 a; 3-3.2 a; 3-4.2 j; and 3-5.2 k.) (Amend. of 8-11-2015)

2. That should any section or provision of this ordinance be held 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 the Smyth County Code.

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

On motion of Supervisor Ron C. Blevins, seconded by J. Howard Burton to adopt the ordinance, and carried by the following roll call and recorded vote:

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**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

**ABSENT:** Royal Oak District Supervisor G. Blake Frazier

5:55:55 PM North Fork District Supervisor Ron C. Blevins made a motion to schedule a Public Hearing for the VDOT/Green Hill Circle Project to September 8<sup>th</sup> at 6:00 P.M. Rye Valley District Supervisor Rick K. Blevins seconded the motion.

After consideration, the recommendation 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.

5:56:53 PM Rye Valley District Supervisor Rick K. Blevins made a motion to schedule a Public Hearing for the Solid Waste Tipping/Hauling Fee proposed increase to September 8<sup>th</sup> at 6:15 P.M. Park District Supervisor M. Todd Dishner seconded the vote.

After consideration, the recommendation 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.

6:03:03 PM Lori Hester, Director of Community and Economic Development presented the Economic Development Strategic Plan to the Board of Supervisors.

7:09:31 PM Saltville District Supervisor Roscoe D. Call brought forward a recommendation from the Water/Sewer Committee regarding an account that needs to be written off as uncollectable. It is the committee's recommendation to write the account off for Minnie Stamper in the amount of \$527.16.

After consideration, the recommendation 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.

Saltville District Supervisor Roscoe D. Call brought forward a recommendation from the Water/Sewer Committee. It is the committee's recommendation to allow Michael Carter and Chairman of the Board Wade H. Blevins to sign the Resolution shown below for the Adwolfe Sewer Project.

DRAFT



**Smyth County Board of Supervisors**

121 Bagley Circle, Suite 100, Marion, VA 24354  
Phone (276) 783-3298 Fax (276) 783-9314  
[www.smythcounty.org](http://www.smythcounty.org)

Michael L. Carter  
County Administrator

Scott R. Simpson, P.E.  
Assistant County Administrator

**RESOLUTION**

WHEREAS, the Smyth County Board of Supervisors over the past year has been working with a Consultant under its Term Services Agreement to develop the Adwolfe Sewer Project, and

WHEREAS, the Term Services Agreements have a maximum single project contractual value of \$ 100,000, and

WHEREAS, the Adwolfe Sewer Project contractual value for Engineering and Construction Phase Services is estimated to be approximately \$ 500,000, and

WHEREAS, the Smyth County Board of Supervisors advertised on June 20, 2015 in the Smyth County News a Request for Proposals for the continued Engineering Services for the Design and Construction phases of this project and these Proposals were due on July 02, 2015, and

WHEREAS, the Smyth County Board of Supervisors received only 2 Proposals from Qualified Firms, and 2 letters declining submission, and

THEREFORE BE IT RESOLVED the Smyth County Board of Supervisors has determined that both Firms are qualified to perform the services, however; only one, CHA Consulting, Inc., is clearly more suitable than the others under consideration due to their previous involvement in, and inherent knowledge of the project, and

BE IT FURTHER RESOLVED the Smyth County Board of Supervisors authorizes award and negotiation of a Contract with CHA Consulting, Inc. within the guidelines of the Rural Development fee structure.

Adopted by the Smyth County Board of Supervisors  
August 11, 2015

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

Michael L. Carter  
County Administrator

<i>Saltville District</i> Roscoe D Call	<i>North Fork District</i> Ron C Blevins	<i>Chilhowie District</i> Wade H Blevins Jr.	<i>Park District</i> M Todd Distner	<i>Atkins District</i> J Howard Burton	<i>Royal Oak District</i> G. Blake Frasier	<i>Rye Valley District</i> Rick K Blevins
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7:15:17 PM Nothing was discussed concerning old business.

Board of Supervisors Meeting Minutes  
August 11, 2015

7:15:23 PM Supervisor Comment Time-All supervisors stated that they feel like the County is moving forward and they are appreciative of the Staff for all of the hard work.

7:16:55 PM Saltville District Supervisor Roscoe D. Call made a motion to adjourn the meeting.  
North Fork District Supervisor Ron C. Blevins seconded the motion.

After consideration, the recommendation 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.

Board of Supervisors Meeting Minutes  
August 26, 2015

The Smyth County Board of Supervisors held a Special Called meeting at 3:15 p.m., **Wednesday, August 26, 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,  
North Fork District Supervisor Ron C Blevins,  
Saltville District Supervisor Roscoe D Call and  
Royal Oak District Supervisor G. Blake Frazier.

**ABSENT:** Rye Valley District Supervisor Rick K Blevins and  
Atkins District Supervisor J. Howard Burton.

**STAFF:** County Administrator Michael Carter,  
Assistant County Administrator Scott Simpson,  
Administrative Assistant Kelly Woods and  
County Attorney Michelle Clayton.

3:24 PM Chairman, Chilhowie District Supervisor Wade H. Blevins, Jr. called the meeting to order and thanked everyone for coming to the meeting.

3:26 PM Michelle Clayton, County Attorney advised the Board the meeting being held was in regards to temporarily moving the West Park Voting Precinct 402 from the Smyth County Courthouse, 109 West Main Street, Marion, Virginia to the Wayne C. Henderson School of Arts, 203 North Church Street, Marion, Virginia, due to the Courthouse construction. The Board of Elections requested the relocation and it will be done as an Emergency Ordinance.

3:29:10 PM Vice Chair, Park District Supervisor M. Todd Dishner made a motion to authorize advertising for the request to move the precinct in the Smyth County News and Messenger and to set a Special Called meeting for Thursday, September 3, 2015 at 3:45. 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  
Royal Oak District Supervisor G. Blake Frazier  
North Fork District Supervisor Ron C. Blevins and  
Saltville District Supervisor Roscoe D. Call.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** Rye Valley District Supervisor Rick K. Blevins,  
Atkins District Supervisor J. Howard Burton.

3:35:13 PM Royal Oak District Supervisor G. Blake Frazier made a motion to adjourn the meeting. Vice Chair, Park District Supervisor M. Todd Dishner 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  
Royal Oak District Supervisor G. Blake Frazier  
North Fork District Supervisor Ron C. Blevins and  
Saltville District Supervisor Roscoe D. Call.

NAYS: None.

ABSTAINERS: None.

ABSENT: Rye Valley District Supervisor Rick K. Blevins,  
Atkins District Supervisor J. Howard Burton.

DRAFT

**COPY**

**Purpose:** Virginia's Highway Safety Program Sub Recipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

**Instructions:** Sub Recipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Sub Recipient: Smyth County

Project Title: Selective Enforcement - Speed

Project Number/CFDA Number: SC-2016-56007-6207-20.600

Grant Award Amount: \$2,800.00

Source of funds obligated to this award: U.S. Department of Transportation, National Highway Traffic Safety Administration

Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2015, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2016. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2016.**

In performing its responsibilities under this Highway Safety Grant Agreement, the Sub Recipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Sub Recipient's signature below indicates that the Sub Recipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Sub Recipient's proposal; and the letter awarding the grant to the Sub Recipient constitutes the entire agreement between the Department and the Sub Recipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies (2) applicable state laws, regulations, and policies, except where superseded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Sub Recipient's proposal; and (8) grant award letter.

**SIGNATURES OF AUTHORIZED APPROVING OFFICIALS**

**For Sub Recipient:**

Arthur Barber, Grants Administrator  
Name and Title of Project Director (print)

[Signature] 8/13/15  
Signature Date

**For Virginia Department of Motor Vehicles:**

John Saunders  
Director, Virginia Highway Safety Office (print)

[Signature] [Date]  
Signature Date

Name and Title of Authorized Approving Official (print)  
Sub Recipient's DUNS Number 091224170

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) Yes ☒ No

[Signature] [Date]  
Signature Date





Department of Motor Vehicles  
Grant Budget Lines

Date Run: 22-JUL-2015

SC-2016 - 56007 - 6207 - Smyth County

PM: Monty Mills

Project Director Initials

AB

Date 8/15/13

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Approx. 80/hrs @ \$35.00/hr selective enforcement	1	2,800.00	2,800.00	2,800.00	0.00
Matching Funds	Fuel and maintenance on vehicles	1	1,400.00	1,400.00	0.00	1,400.00
			Total:	4,200.00	2,800.00	1,400.00

**COPY**

**Purpose:** Virginia's Highway Safety Program Sub Recipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

**Instructions:** Sub Recipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

Sub Recipient: Smyth County  
Project Title: Selective Enforcement - Alcohol  
Project Number/CFDA Number: K8-2016-56001-6201-20.601  
Grant Award Amount: \$12,290.00

Source of funds obligated to this award: U.S. Department of Transportation, National Highway Traffic Safety Administration  
Period of Performance for this project (hereinafter "Grant Period"): From October 1, 2015, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2016. Allow 21 days for the Department to complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2016.**

In performing its responsibilities under this Highway Safety Grant Agreement, the Sub Recipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and state and federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Sub Recipient's signature below indicates that the Sub Recipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification; the attached Statement of Work and Special Conditions; the attached General Terms and Conditions; the attached Project Budget; the Sub Recipient's proposal; and the letter awarding the grant to the Sub Recipient constitutes the entire agreement between the Department and the Sub Recipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by federal laws, regulations, or policies (2) applicable state laws, regulations, and policies, except where superseded by federal laws, regulations, or policies; (3) applicable federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Sub Recipient's proposal; and (8) grant award letter.

**SIGNATURES OF AUTHORIZED APPROVING OFFICIALS**

**For Sub Recipient:**

Arthur Barker Grants Administrator  
Name and Title of Project Director (print)  
[Signature] 8/13/15  
Signature Date

**For Virginia Department of Motor Vehicles:**

John Saunders  
Director, Virginia Highway Safety Office (print)  
[Signature]                       
Signature Date

Name and Title of Authorized Approving Official (print)  
Sub Recipient's DUNS Number 09122 4176

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one) Yes ☒ No

                                           
Signature Date





Department of Motor Vehicles  
Grant Budget Lines

Date Run: 22-JUL-2015

K8-2016 - 56001 - 6201 - Smyth County

PM: Monty Mills

Project Director Initials

AB

Date

8/13/15

Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Overtime for Selective Enforcement 40hrs @ 35.00/hr.	1	1,400.00	1,400.00	1,400.00	0.00
Training / Travel	Attend a VAHSO approved training.	2	625.00	1,250.00	1,250.00	0.00
Equipment	In-Car camera system	2	4,820.00	9,640.00	9,640.00	0.00
Matching Funds	Fuel and vehicle maintenance extra overtime	1	6,145.00	6,145.00	0.00	6,145.00
Total:			18,435.00	18,435.00	12,290.00	6,145.00

Sub Recipient Name: Smyth County Sheriff's Office Project #: 4-2014-56007-6207-20600

### STATEMENT OF WORK AND SPECIAL CONDITIONS

1. Goals and Specific Program Elements. The goals and specific program elements of the sub recipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

a. List Specific Program Elements:

For October 1, 2015 through December 31, 2015

Estimated 20 number of overtime hours to be used

Estimated 3 number of overtime individual/saturation patrols

For January 1, 2016 through March 31, 2016

Estimated 20 number of overtime hours to be used

Estimated 3 number of overtime individual/saturation patrols

For April 1, 2016 through June 30, 2016

Estimated 20 number of overtime hours to be used

Estimated 3 number of overtime individual/saturation patrols

July 1, 2016 through September 30, 2016

Estimated 20 number of overtime hours to be used

Estimated 3 number of overtime individual/saturation patrols

- b. To conduct a minimum of 2 overtime individual/saturation patrols during for the Click It or Ticket Mobilization in May 2016.
- c. To conduct a minimum of 2 overtime individual/saturation patrols during for the Checkpoint Strike Force Campaign.
- d. To have 0 number of sworn officers attend 0 number DMV approved traffic safety related training events (e.g. ACTS, NHTSA Safety Summit, Radar Certification Schools, Field Sobriety Testing).
- e. Increase from number of radar units in active use from NA to NA. (If approved, all units must be ordered by December 31, 2015 and put in service by March 31, 2016).

Project Director

Initial

Date

Sub Recipient Name: Smyth County Sheriff's Office Project #: SC-2016-56007-6207-2016

2. The sub recipient must contribute to the overall State Highway Safety Plan goals.

**SPEED**

**STATEWIDE GOAL:** To decrease speed-related fatalities 28 percent from the 2013 calendar base year of 339 to 245 by December 31, 2016.

**AGENCY GOAL:** To reduce the number of speed related Injuries/Fatalities in our Jurisdiction in the problem areas.

- BASED ON SPEED-RELATED CRASH DATA (using crash data from VAHSO or other approved local crash information):

75% percent of speed control selective enforcement activities are to be conducted

between the hours of 6pm - 9pm

with special emphasis on the following days of the week: Tuesdays & Fridays.

The remaining 25% percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

- Enforcement is to be conducted using data-identified problem locations.
- Grant-funded equipment must be ordered by December 31, 2015, and put in service by March 31, 2016, and documentation maintained concerning its use.
- All sub recipients must submit a completed monitoring report (TSS 14-A) to their DMV Grant Monitor by specific assigned dates.
- Sub recipients must attend all mandatory DMV grant-related trainings.

Zero tolerance (no warnings) for violators during grant-funded overtime.

Project Director

AS  
Initial

4/13/15  
Date

## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Department is awarding this grant to support the implementation of highway safety projects by state, local and non-profit partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the federal program areas under Public Law 109-59, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and Public Law 112-141, Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21).
2. **Paid Media.** Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
  - a. **Level 1, for a paid advertising campaign of up to \$100,000:**

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the state used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
  - b. **Level 2, for a paid advertising campaign greater than \$100,000:**

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

    - Mail surveys;
    - Telephone surveys;
    - Focus groups;
    - Mall intercept interviews;
    - Direct mailings;
    - Call-in centers;
    - Newspaper polls;
    - Household interviews;
    - Before and after approach, which compares system status before and after the introduction of the message; and
    - Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before a Sub Recipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Sub Recipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using federal funds, and Sub Recipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Grant Program Manual and amendments thereto.

Project Director's Initials



Sub Recipient must request advance, written approval from the Department to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and the Sub Recipient and approved by NHTSA and the Department. In the event of a conflict between this section, 2 CFR Part 200 and 2 CFR Part 1201 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - referred to as the "Supercircular"), the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

**January 31, April 30, July 31, and November 5.**

Each Progress and Monitor Report shall address the Sub Recipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of the Sub Recipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to the Sub Recipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and the Sub Recipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Sub Recipient under this Grant Agreement or pursuant to applicable state and federal law, regulations or rules. Any representation to the contrary by the Sub Recipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. Sub Recipients expending \$750,000 or more in federal awards (single or multiple awards) in a year are required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Sub Recipients are encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future federal funding.

The state auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, the Sub Recipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Sub Recipients are required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

Project Director's Initials





## **Article 1. COMPLIANCE WITH LAWS**

The Sub Recipient shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Sub Recipient shall furnish the Department with satisfactory proof of its compliance therewith.

## **Article 2. STANDARD ASSURANCES**

The Sub Recipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) Chapter 4, Highway Safety Act of 1966, as amended; 23 U.S.C. 405, National Priority Safety Programs; 2 CFR Part 200 and 2 CFR Part 1201 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); the federal Highway Safety Grant Funding Guidance (Revised 2013); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Sub Recipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Sub Recipient to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

Project Director's Initials



- J. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

### Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Sub Recipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. A Sub Recipient may request an Indirect Cost Rate for grants that are not enforcement related. The Sub Recipient must submit a copy of their federally negotiated indirect cost rate. A Sub Recipient that does not have a federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in 2 CFR Part 200.

- H. The Sub Recipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before the Sub Recipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Sub Recipient. A matching report must be submitted with each reimbursement voucher.
- I. The Sub Recipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Grant Program Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. The Sub Recipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (September 30), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Sub Recipient. In no case shall the Sub Recipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

Project Director's Initials



- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Sub Recipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Sub Recipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Sub Recipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

#### **Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Sub Recipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

#### **Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Sub Recipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Sub Recipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

#### **Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Sub Recipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Sub Recipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Sub Recipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Sub Recipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Sub Recipient shall make

Project Director's Initials





such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Sub Recipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Sub Recipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Sub Recipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Sub Recipient or any costs incurred by the Sub Recipient relating to additional work not directly associated with or prior to the execution of an amendment.

#### **Article 7. REPORTING AND NOTIFICATIONS**

Sub Recipients shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

The Sub Recipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Sub Recipient personnel, that will materially affect the Sub Recipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Sub Recipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

#### **Article 8. RECORDS**

The Sub Recipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Sub Recipient shall make such records available at its office for the time period specified in the Grant Agreement. The Sub Recipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Sub Recipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Sub Recipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

#### **Article 9. INDEMNIFICATION**

The Sub Recipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of the Sub

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Recipient, its officers, agents or employees. The Sub Recipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Sub Recipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### **Article 10. DISPUTES AND REMEDIES**

The Sub Recipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Sub Recipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

#### **Article 11. TERMINATION**

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Sub Recipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

The Grant Agreement shall remain in effect until the Sub Recipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Sub Recipient that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Sub Recipient that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Sub Recipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Sub Recipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **Article 12. SUBCONTRACTS**

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Sub Recipient desires to subcontract part of the work specified in the Grant Agreement, the Sub Recipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Sub Recipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Sub Recipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

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#### **Article 13. NONCOLLUSION**

The Sub Recipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Sub Recipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

#### **Article 14. SUB RECIPIENT'S RESOURCES**

The Sub Recipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Sub Recipient will be able to obtain such personnel from sources other than the Department.

All employees of the Sub Recipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Sub Recipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Sub Recipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **Article 15. SUB RECIPIENT SEAT BELT USE**

The Sub Recipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by the Sub Recipient, including police vehicles.

#### **Article 16. PROCUREMENT AND PROPERTY MANAGEMENT**

The Sub Recipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards).

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

#### **Article 17. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Sub Recipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

#### **Article 18. RESEARCH ON HUMAN SUBJECTS**

The Sub Recipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

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## Article 19. ASSIGNMENT

The Grant Agreement shall not be assignable by the Sub Recipient in whole or in part without the written consent of the Department.

## Article 20. NONDISCRIMINATION

- A. The Sub Recipient WILL COMPLY WITH ALL Federal Statutes and implementing regulations relating to nondiscrimination. These include, but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21);
  2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
  3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27);
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  5. The Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities;
  6. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  7. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  8. Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records;
  9. Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing;
  10. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
  11. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- B. The Sub Recipient certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Sub Recipient has been cited for noncompliance with these laws, regulations or policies, the Sub Recipient will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Sub Recipient for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Sub Recipient of the Sub Recipient's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.

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- D. The Sub Recipient shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Sub Recipient is in the exclusive possession of another who fails or refuses to furnish this information, the Sub Recipient shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Sub Recipient has made to obtain the requested information.

#### **Article 21. DRUG-FREE WORKPLACE**

The Sub Recipient certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

#### **Article 22. BUY AMERICA ACT**

The Sub Recipient will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **Article 23. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Sub Recipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Sub Recipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Sub Recipient and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or sub agreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

#### **Article 24. DEBARMENT/SUSPENSION**

- A. The Sub Recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;

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2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Sub Recipient is unable to certify to any of the statements in this Article, such Sub Recipient shall attach an explanation to the Grant Agreement.
- C. The Sub Recipient is prohibited from making any subcontract or sub award or permitting any subcontract or sub award to any party that does not certify to the Sub Recipient that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Sub Recipient shall furnish a copy of such certification.
- D. The Sub Recipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **Article 25. LOBBYING CERTIFICATION**

The Sub Recipient certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Sub Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds appropriated under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Sub Recipient or agent acting for such Sub Recipient related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Sub Recipient shall require that the language of this certification be included in the award documents for all sub awards and subcontracts and that all subcontractors shall certify and disclose accordingly.

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- E. This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Article 26. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### Article 27. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If the Sub Recipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Sub Recipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

#### Article 28. ADDITIONAL PROVISIONS

- A. Signature Authorized. The Sub Recipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles  
ATTENTION: Director, Virginia Highway Safety Office  
Post Office Box 27412  
Richmond, Virginia 23269-0001

To Sub Recipient: Smyth County Sheriff's Office  
Sgt. Melson D.  
Marion, VA. 24354  
Attn: Arthur Becker

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

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# Smyth County Speed Crash Stats

Data provided for January 1st through June 30th

**January 1st - June 30th, 2014**

**1**

**Fatal  
CRASHES**

**January 1st - June 30th, 2015**

**0**

(preliminary data)

9:00pm- 11:59pm **Highest Time Periods**  
100% of Speed fatal crashes

Tuesday **Highest Days**  
100% of Speed fatal crashes

May **Highest Months**  
100% of Speed fatal crashes

**January 1st - June 30th, 2014**

**9**

**Serious Injury  
CRASHES**

**January 1st - June 30th, 2015**

**9**

(preliminary data)

9:00am - 11:59am • 6:00am - 8:59am **Highest Time Periods**  
44% of Speed serious injury crashes

Tuesday **Highest Days**  
33% of Speed serious injury crashes

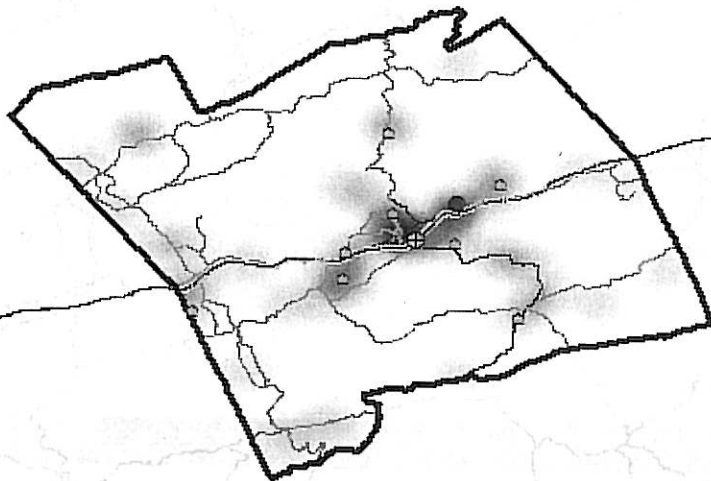
May • January **Highest Months**  
44% of Speed serious injury crashes

6:00pm- 8:59pm  
33% of Speed serious injury crashes

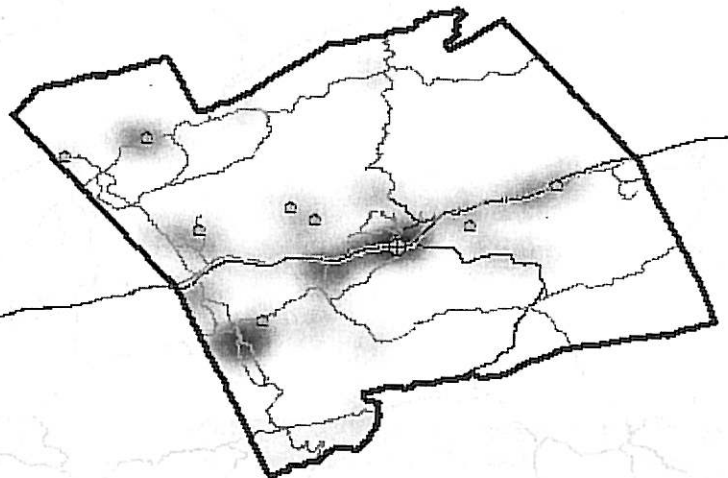
Tuesday • Friday  
44% of Speed serious injury crashes

May • June  
44% of Speed serious injury crashes

*[Handwritten signature]*



Jan. 1 - June 30, 2014



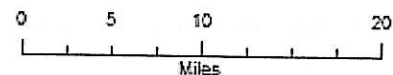
Jan. 1 - June 30, 2015 (preliminary data)

## Smyth County Speed Related Crashes

Interstate Crashes    Non-interstate Crashes

- Fatal
- ⊕ Serious Injury
- Fatal
- ⊕ Serious Injury

The blue gradient represents the density of all speed related crashes.



*AB*





# Smyth County Speed Crash Stats

Data provided for January 1st through June 30th

## Jan. 1st - June 30th, 2014 Fatal Crashes

Street	Cross Street	Count
SNIDER BRANCH RD		1

## Jan. 1st - June 30th, 2015 Fatal Crashes (preliminary data)

Street	Cross Street	Count
--------	--------------	-------

## Jan. 1st - June 30th, 2014 Serious Injury Crashes

Street	Cross Street	Count
I-81		1
SUGAR GROVE HWY	DICKEYS CREEK RD	1
B F BUCHANAN HWY		1
OLD PRATER RD		1
LAUREL SPRINGS RD		1
LEE HWY		1
FLOWING SPRINGS RD		1
CHATHAM HILL RD		1
FLATWOOD ACRES RD		1

## Jan. 1st - June 30th, 2015 Serious Injury Crashes (preliminary data)

Street	Cross Street	Count
SALTVILLE HWY		1
POOR VALLEY RD		1
WALKERS CREEK RD		1
RIVERSIDE RD		1
LEE HWY		1
SPRING VALLEY RD		1
CARLOCK CREEK RD		1
HUTTON BRANCH		1
I-81		1

## Crash Trends

Available Crash Data - January 1st - June 30th	2012†	2013†	2014†	2015*†
TOTAL CRASHES	234	206	190	161
FATAL CRASHES	2	1	3	3
INJURY CRASHES	93	71	74	64
Speed Related Fatal Crashes	2	0	1	0
Percent of Speed Related Fatal Crashes to Total Fatal Crashes	100%	0%	33%	0%
Speed Related Injury Crashes	24	23	26	29
Percent of Speed Related Injury Crashes to Total Injury Crashes	26%	32%	35%	45%

† January 1st - June 30th  
\*preliminary data



# Smyth County Speed Crash Stats

**CY 2013**  
2

**Fatal**  
**CRASHES**

**CY 2014**  
1

3:00pm- 5:59pm • 3:00am - 5:59am  
100% of Speed fatal crashes

**Highest Time Periods**

9:00pm- 11:59pm  
100% of Speed fatal crashes

Friday • Wednesday  
100% of Speed fatal crashes

**Highest Days**

Tuesday  
100% of Speed fatal crashes

December • October  
100% of Speed fatal crashes

**Highest Months**

May  
100% of Speed fatal crashes

**CY 2013**  
18

**Serious Injury**  
**CRASHES**

**CY 2014**  
17

6:00pm- 8:59pm  
33% of Speed serious injury crashes

**Highest Time Periods**

6:00am - 8:59am • 3:00pm- 5:59pm  
47% of Speed serious injury crashes

Tuesday  
22% of Speed serious injury crashes

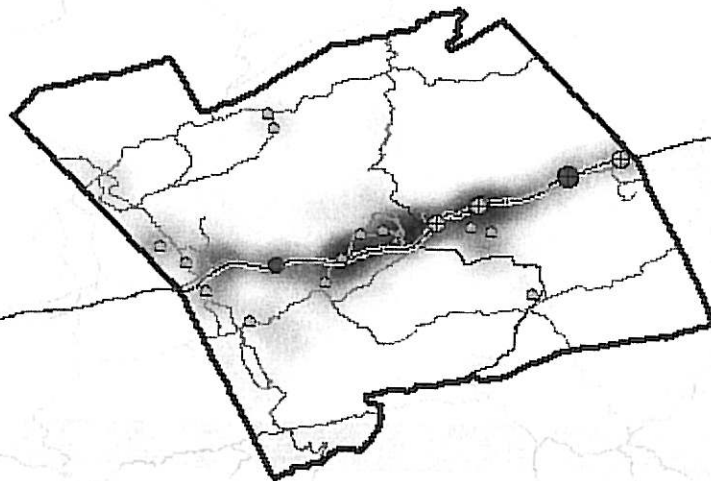
**Highest Days**

Thursday  
29% of Speed serious injury crashes

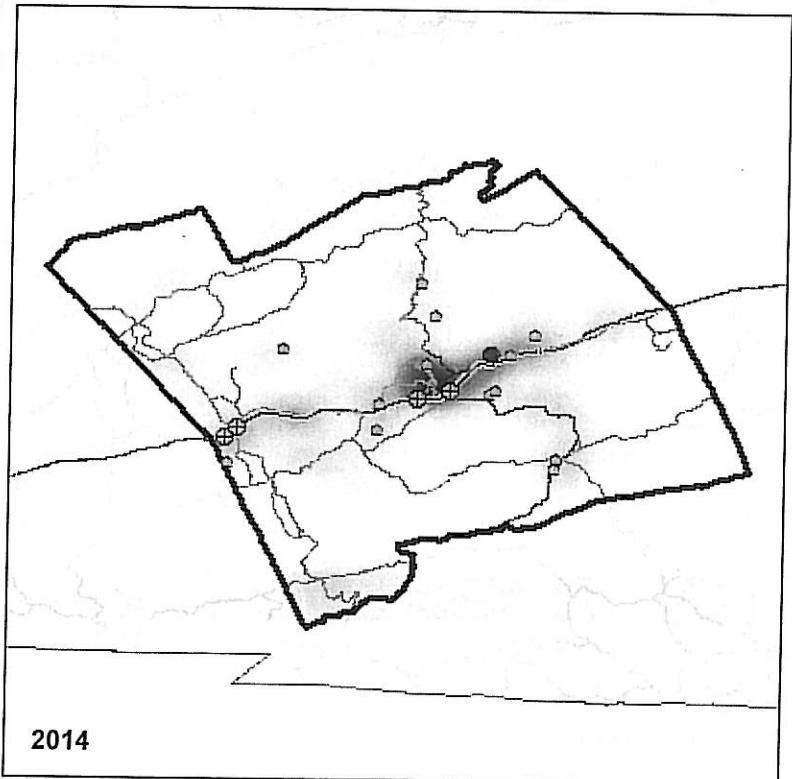
July • November  
44% of Speed serious injury crashes

**Highest Months**

October  
23% of Speed serious injury crashes



2013



2014

## Smyth County Speed Related Crashes

Interstate Crashes    Non-interstate Crashes

● Fatal    ● Fatal  
⊕ Serious Injury    ⊕ Serious Injury

The blue gradient represents the density of all speed related crashes.

0 5 10 20  
Miles





# Smyth County Speed Crash Stats

## CY 2013 Fatal Crashes

Street	Cross Street	Count
I-81		1
LEE HWY		1

## CY 2014 Fatal Crashes

Street	Cross Street	Count
SNIDER BRANCH RD		1

## CY 2013 Serious Injury Crashes

Street	Cross Street	Count
I-81		5
CHILHOWIE ST		2
RIVERSIDE RD		1
PACKING HOUSE RD		1
JARVIS HOLLOW RD		1
HUTTON BR		1
ADWOLFE RD		1
RAILROAD DR		1
HIGHWAY 107		1
PLUM CREEK RD		1

3 locations not included in summary table above with 1 or fewer crashes

## CY 2014 Serious Injury Crashes

Street	Cross Street	Count
I-81		4
OLD PRATER RD		2
LEE HWY		2
SUGAR GROVE HWY	DICKEYS CREEK RD	1
B F BUCHANAN HWY		1
CLEGHORN VALLEY RD		1
TEAS RD		1
LAUREL SPRINGS RD		1
FLOWING SPRINGS RD		1
CHATHAM HILL RD		1

2 locations not included in summary table above with 1 or fewer crashes

## Crash Trends

Available Crash Data - Calendar Year (CY)	CY 2011	CY 2012	CY 2013	CY 2014
TOTAL CRASHES	442	467	415	424
FATAL CRASHES	3	4	3	4
INJURY CRASHES	170	182	167	158
Speed Related Fatal Crashes	2	3	2	1
Percent of Speed Related Fatal Crashes to Total Fatal Crashes	67%	75%	67%	25%
Speed Related Injury Crashes	49	62	51	51
Percent of Speed Related Injury Crashes to Total Injury Crashes	29%	34%	31%	32%

## **NOTICE OF PUBLIC HEARING**

Pursuant to §§ 15.2-2409 and 33.2-343 of the Code of Virginia, 1950, as amended, the Board of Supervisors of the Smyth County, Virginia hereby gives notice of its intent to conduct public hearings regarding proposed improvements to the following subdivision road:

### **GREEN HILL CIRCLE**

Landowners of property abutting Green Hill Circle in the Chilhowie Magisterial District propose to make financial contributions to fund fifty percent of the costs associated with improvement of the road to standards sufficient for the Virginia Department of Transportation (VDOT) to accept the road into the state secondary system of highways for purposes of maintenance, improvement, construction and reconstruction. VDOT would fund the remaining fifty percent of costs. Upon receipt of written agreements from seventy-five percent of owners of land abutting the road, the Board will consider contributing from special assessment of abutting landowners fifty percent of the costs of improvements. If the Board agrees to the proposal, liens will be created against each abutting parcel until the owner reimburses the County its proportionate share of the expense. Any landowner wishing to make objections to an assessment or apportionment may appear at the public hearing in person or by counsel and state such objections.

The Board will consider these proposals at its regular meeting on Tuesday, September 8, 6:00 p.m. in the Board of Supervisors Meeting Room at the County Administration Building located at 121 Bagley Circle, Marion, Virginia.

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

## **Public Hearing**

### **Proposed Increase in Smyth County Solid Waste Tipping Fees**

Pursuant to § 15.2-107 and §15.2-1427 of the Code of Virginia, (1950), as amended, the Smyth County Board of Supervisors proposes to increase solid waste tipping fees from \$52 per ton to \$56 per ton. The current disposal cost for used tires would not change from the current rates identified below. The increase in tipping fees is the first since 2009 and is necessary due to new contract rates for hauling and disposal. The increase would take effect immediately upon adoption. The proposed rates would be as follows:

- \$56/ton flat rate for waste delivered to the Transfer Station
- Tires:

Less than 16"	-	\$2.50 each
17" - 24"	-	\$7.50 each
25" or greater	-	\$13.25 each
Cut or chipped tires	-	\$165/ton

A Public Hearing will be conducted by the Smyth County Board of Supervisors on Tuesday, September 8th, 2015 beginning at 6:15 p.m., or as 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



## PUBLIC HEARING NOTICE

The Smyth County Board of Supervisors will conduct a public hearing on Tuesday, September 8, 2015 at 6:30 p.m., or soon thereafter, in the Smyth County Office Building, 121 Bagley Circle, Marion, Virginia, to consider the following application for an Annual Musical or Entertainment Festival permit under the Code of Smyth County, Virginia:

*The Konnarock Retreat House has submitted a festival application for an event to be held on Saturday, October 3, 2015. This event will be held at the Konnarock Retreat House, 6402 Konnarock Road, Troutdale, Virginia, 24378, and will be held between the hours of 10:00 a.m. and 6:00 p.m.*

At this public hearing, subject to the rules of procedure of the Board of Supervisors of Smyth County, Virginia, any person may appear and state his/her views thereon.

A copy of this application along with their maps and plans are on file in the Office of the County Administrator of Smyth County at the address given above, and may be viewed Monday through Friday, 8:00 a.m. to 5:00 p.m.

In compliance with the Americans with Disabilities Act, persons requiring special assistance to attend and participate in the public hearing should contact Clegg Williams, Smyth County ADA Coordinator, at (276) 783-3298 x8315 at least forty eight (48) hours prior to the public hearing.

Done by order of the Board of Supervisors  
Michael L. Carter, County Administrator

DATE &amp; TIME RECEIVED: \_\_\_\_\_

## SMYTH COUNTY

121 Bagley Circle, Suite 100 - Marion, VA 24354

Phone: 276-783-3298 Ext. 1

APPLICATION FOR AN ANNUAL MUSICAL  
OR ENTERTAINMENT FESTIVAL(s)PLEASE PRINT AND ATTACH ALL INFORMATION

Note: The submission of this application does not guarantee the approval of the listed event(s). **All** information listed on this application is required to help determine if the event(s) complies with the Code of Smyth County.

Date Application Filed: July 31, 2015  
 Applicant/Contact Name: Jean S. Hamm for Konnarock Retreat House  
 Address: 224 Estate Drive Rural Retreat, VA 24368  
 Phone: 276-686-5560

Name of Organization: Konnarock Retreat House, Inc.  
 Location of event(s): 6402 Konnarock Road, Troutdale, VA 24378

Pursuant with section 5-97 of the Smyth County Code (**revised code is attached, please read carefully**), the above organization hereby submits an application for a permit to conduct musical or entertainment festival(s) in Smyth County, Virginia, on the following date(s):

Day of the Week:	Date:	TIME: From	TIME: To
Saturday	Oct. 3, 2015	10 AM	6 PM

Pursuant to Section 5-96 (b) of the County Code, this application shall be filed by the last business day of the month of February or at least sixty (60) days prior to the first date of such festival(s).

The permit required by this article shall not be issued unless the following conditions are met and the following plans, statements and approvals submitted to the Board with the application:

- (1) *Promoters and backers.* A statement of the names and addresses of the promoters of the festival(s), and the financial backing of the festival(s).  
*Konnarack Retreat House is the primary promoter and backer. Small contributions have been received and are being sought from businesses and organizations.*
- (2) *Location and Site Plan.* A statement of the location of the proposed festival(s), the name(s) and address(es) of the owner(s) of the property on which such festival(s) is to be held, and the nature and interest of the applicant therein. The Site Plan may be an applicant prepared sketch and shall include the following items:
  - ✓ a. Dimensions of site, including length, width, and total size.
  - b. Location of the lot or parcel by vicinity map. The Site Plan shall also contain a north arrow, original date, revision dates, and graphical scale.
  - ? c. Property lines of the proposed festival(s). If only a portion of the property is proposed for the festival(s), a "Limits of Festival(s)" shall also be shown.
  - ✓ d. The name and address of the property owner of the site, if different than the applicant.
  - ✓ e. The tax parcel number(s) of the parcels proposed for the festival(s).
  - ✓ f. The names, route numbers, locations, and dimensions of existing public or private streets, alleys, and rights of way shall be shown. Any proposed rights of way for said festival(s) shall also be shown.
  - ✓ g. The location, type, and size of site access points such as driveways, curb openings, and crossovers. If existing cuts will serve the site they shall be shown. If new median cuts are proposed, their locations shall also be shown.
  - h. The location of buildings or structures existing or proposed for the site, including the distance between buildings or structures.
  - ✓ i. Location and design of all existing and proposed utilities, including water, sanitation, and electrical service.
  - ✓ j. The location of any proposed bugger yards, screening, and fencing.
  - k. A statement by the applicant that the site plan for said festival(s) will be built according to the plan. *Site plan will be built according to the plan - Jean S. Hamm*
  - l. Any additional information requested by the Administrator or the Board.



- (3) *Plans.* The following plans shall be submitted by the applicant to the agencies referenced below and said agencies approvals forwarded to the Administrator, or his designee, ten (10) days prior to the public hearing.
- a. *Sanitation facilities, garbage, trash and, sewage disposal.* A plan for adequate sanitation facilities and garbage, trash and sewage disposal for persons at the festival. This plan shall meet the requirements of all state and local statutes, ordinances, and regulations, and shall be approved by the Smyth County Health Department. *Attached. have discussed plans w/ HD and they will be providing letter.*
  - b. *Food, water and lodging.* A plan for providing food, water, and lodging for the persons at the festival. This plan shall meet the requirements of all state and local statutes, ordinances, and regulations, and shall be approved by the Smyth County Health Department. *Discussed w/ HD*
  - c. *Medical facilities.* A plan for adequate medical facilities for persons at the festival, approved by the Smyth County Health Department. *Mt. Rogers Fire + EMS services will be available. Letter will be sent to you.*
  - d. *Parking, crowd and traffic control.* A plan for adequate parking facilities and traffic control in and around the festival area, approved by the Smyth County Sheriff's Office. *Have discussed festival with SCSO. They will provide you with letter.*
  - e. *Fire protection.* A plan for adequate fire protection. This plan shall meet the requirements of all state and local statutes, ordinances and regulations, and if applicable shall be approved by the Virginia Department of Forestry. *Mt. Rogers Volunteer Firemen will be onsite*
  - f. *Tickets.* The applicant is to provide a statement containing the total number of tickets to be offered for sale and the best reasonable estimate by the applicant of the number of persons expected to be in attendance.  
*500 tickets*  
*200-300 expected*
- (4) *Lighting.* A statement specifying whether any outdoor lights or lighting is to be utilized, and if so, a plan showing the location of such lights and shielding devices or other equipment to prevent unreasonable glow beyond the property on which the festival is located. *No outdoor lighting other than the light existing on site plan will be used.*
- (5) *Loud music.* A statement that no music shall be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom shall be unreasonably audible beyond the property on which the festival is located.  
*Live performances will not be unreasonably audible beyond the property.*

- (6) *Administration and Public Notice:* The Administrator, or his designee, is responsible for receiving each application for Annual Musical or Entertainment Festival(s), and processing those application(s) as provided for in other Articles of this Chapter, including meeting the public notice requirements contained in §15.2-2204 of the Code of Virginia.
- (7) *Fee.* A non-refundable fee in the amount of \$200.00 shall be paid with each application. Mail check with complete application to:  
Smyth County – Treasurer  
Smyth County Administrator's Office  
121 Bagley Circle, Suite 100  
Marion VA 24354
- (8) *A Certificate of Liability Insurance* shall be submitted signifying the Board as "Certificate Holder" in the amount of, not less than, One Million Dollars (\$1,000,000.00) and shall cover medical pay. The date(s) of the festival(s) shall be within the effective dates of the Certificate of Liability Insurance. A copy of said Certificate shall be furnished to the Board with all other documentation before approval will be obtained by the applicant.  
(Code 1978, § 3-14)
- (9) *Failure to Comply.* Failure of the applicant to comply with the requirements of this Section 5-97 shall result in the application being returned to the applicant without any action by the Administrator, or his designee, or the Board.



**COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND  
PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** is made and entered this \_\_\_\_ day of July, 2015, ("Effective Date") by and among the **SMYTH-WASHINGTON INDUSTRIAL FACILITIES AUTHORITY** (the "Authority"), a political subdivision of the Commonwealth of Virginia (the Commonwealth), **QORE SYSTEMS, LLC** (the "Company"), an Arizona limited liability company authorized to transact business in the Commonwealth, the **COUNTY OF WASHINGTON, VIRGINIA** ("Washington County"), a political subdivision of the Commonwealth, and the **COUNTY OF SMYTH, VIRGINIA** ("Smyth County"), a political subdivision of the Commonwealth.

**WITNESSETH:**

WHEREAS, Washington County has been awarded a grant of and expects to receive \$500,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through the Virginia Economic Development Partnership Authority ("VEDP") for the purpose of inducing the Company to construct, equip, and operate a manufacturing, distribution, and office facility (the "Facility") in the Authority's industrial park, Highlands Business Park, which is located in Washington County, thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, Washington County and Smyth County are the member jurisdictions of the Authority ("Member Jurisdictions"), and their governing bodies support the provision of economic incentives to the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Authority, in the interest of enhancing the economic base for its Member Jurisdictions by supporting location of the Company in Highlands Business Park, is willing to administer, for the benefit of the Company, the COF Grant funds that Washington County anticipates receiving;

WHEREAS, the Member Jurisdictions, the Authority, and the Company desire to set forth their understanding and agreement as to the payout of the COF Grant, the use of the COF Grant proceeds, the obligations of the Company regarding Capital Investment and New Job creation, and the repayment by the Company of all or part of the COF Grant under certain circumstances;

WHEREAS, the construction, equipping, and operation of the Facility will entail a capital expenditure of approximately \$12,800,000, of which approximately \$10,200,000 will be invested in machinery and equipment, and approximately \$2,600,000 will be invested in the construction of a new building;

WHEREAS, the construction, equipping, and operation of the Facility will further entail the creation and Maintenance of 140 New Jobs at the Facility; and

WHEREAS, the stimulation of the additional tax revenue and economic activity to be generated by the Capital Investment and New Jobs constitutes a valid public purpose for the expenditure of public funds and is the animating purpose for the COF Grant:

**NOW, THEREFORE**, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

#### **Section 1.     Definitions.**

For the purposes of this Agreement, the following terms shall have the following definitions:

*"Capital Investment"* means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility, excluding existing real property improvements. The Capital Investment must be in addition to the capital improvements at the Facility as of May 1, 2015. A capital expenditure related to a leasehold interest in real property will be considered to be made "on behalf of the Company" if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten years, and the real property would not have been constructed or improved but for the Company's interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as "Capital Investment." The purchase or lease of furniture, fixtures, machinery, and equipment, including under an operating lease, by or on behalf of the Company will qualify as Capital Investment.

*"Maintain"* means that the New Jobs created pursuant to the COF Grant will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages.

*"New Job"* means new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are paid by the Company for the employee, and for which the Company pays an average annual wage of at least \$45,000. Each New Job must require a minimum of either (i) 35 hours of an employee's time per week for the entire normal year of the Company's operations, which "normal year" must consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth, and positions with

construction contractors, vendors, suppliers, and similar multiplier or spin-off jobs shall not qualify as New Jobs. Net new jobs in the Commonwealth for contractors or employees of contractors who provide dedicated full-time service to the Company may count as New Jobs, even though the Company is not directly paying the wages or providing the fringe benefits, if the other conditions set forth in this paragraph have been satisfied.

*"Performance Date"* means December 31, 2018. If the Authority, after consultation with the Member Jurisdictions and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Authority may agree to extend the Performance Date by up to 15 months. If the Performance Date is extended, the Authority shall send written notice of the extension to the Member Jurisdictions, the Company and VEDP and the date to which the Performance Date has been extended shall be the Performance Date for the purposes of this Agreement.

*"Targets"* means the Company's obligations to make Capital Investments at the Facility of at least \$12,800,000 and to create and Maintain at least 140 New Jobs at the Facility, all as of the Performance Date.

*"Virginia Code"* means the Code of Virginia of 1950, as amended.

## **Section 2. Targets; Statutory Criteria.**

The Company will construct, equip, and operate the Facility, make a Capital Investment of at least \$12,800,000, and create and Maintain at least 140 New Jobs at the Facility, all as of the Performance Date.

The Company shall make best efforts to ensure that at least 30% of the New Jobs are offered to "Residents" of the Commonwealth, as defined in Virginia Code Section 58.1-302. In pertinent part, that definition includes natural persons domiciled in Virginia or natural persons who, for an aggregate of more than 183 days of the year, maintained a place of abode within the Commonwealth, whether domiciled in the Commonwealth or not.

The average annual wage of the New Jobs of at least \$45,000 is more than the prevailing average annual wage in Washington County of \$36,113. Washington County is a high-unemployment locality, with an unemployment rate for 2014, which is the last year for which such data is available, of 5.7% as compared to the 2014 statewide unemployment rate of 5.2%. Washington County is a high-poverty locality, with a poverty rate for 2013, which is the last year for which such data is available, of 14.9% as compared to the 2013 statewide poverty rate of 11.7%.

### **Section 3. Disbursement of COF Grant.**

By no later than October 31, 2015, Washington County will request disbursement of the COF Grant to Washington County. If not so requested by Washington County by October 31, 2015, this Agreement will terminate. Washington County and the Company will be entitled to reapply for a COF Grant thereafter, based upon the terms, conditions and availability of funds at that time.

The COF Grant in the amount of \$500,000 will be paid upon request to Washington County. Within 30 days of its receipt of COF Grant proceeds, Washington County will disburse the COF Grant proceeds to the Authority. Within 30 days of its receipt of the COF Grant proceeds, the Authority will disburse the COF Grant proceeds to the Company as an inducement to the Company to achieve the Targets at the Facility. The Company will use the COF Grant proceeds for site acquisition, grading, drainage, paving and any other activity required to prepare a site for construction, as permitted by Section 2.2-115(D) of the Virginia Code.

### **Section 4. Break-Even Point; State and Local Incentives.**

VEDP has estimated that the Commonwealth will reach its "break-even point" by the Performance Date. The break-even point compares new revenues realized as a result of Capital Investment and New Jobs at the Facility with the Commonwealth's expenditures on incentives, including but not limited to the COF Grant.

With regard to the Facility, the Commonwealth expects to provide incentives in the following amounts:

Category of Incentive:	Total Amounts
COF Grant	\$500,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	112,000
Tobacco Region Opportunity Fund Grant ("TROF Grant") (Estimated)	420,000
Port of Virginia Economic and Infrastructure Development Zone Grant ("Port Grant") (Estimated)	420,000
Enterprise Zone Job Creation Grant ("E. Z. Job Creation Grant") (Estimated)	500,000
Enterprise Zone Real Property Improvement Grant ("E. Z. Real Property Improvement Grant") (Estimated)	100,000

The Authority expects to provide the following incentive, as a matching grant or otherwise, for the Facility:

Category of Incentive:	Total Amount
Authority Grant	\$400,000
Allocation of TROF Grant	100,000

The proceeds of the COF Grant shall be used for the purposes described in Section 3. The VJIP proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The proceeds from the TROF Grant shall be used for purpose(s) as designated in the Performance Agreement for TROF Grant funding. The Port Grant, the E. Z. Job Creation Grant, and the E.Z. Real Property Improvement Grant proceeds may be used by the Company for any lawful purpose. The proceeds of the Authority Grant may be used by the Company for any lawful purpose.

**Section 5. Repayment Obligation.**

(a) *If Statutory Minimum Eligibility Requirements are Not Met:* Section 2.2-115 of the Virginia Code requires that the Company make a Capital Investment of at least \$1,500,000 in the Facility and create and Maintain at least 15 New Jobs at the Facility in order to be eligible for the COF Grant. Failure by the Company to meet either of these statutory minimum eligibility requirements by the Performance Date shall constitute a breach of this Agreement and the entire COF Grant must be repaid by the Company to the Authority.

(b) *If Statutory Minimum Eligibility Requirements are Met:* The provisions of this subsection (b) shall become applicable only if the Company has met the statutory minimum eligibility requirements set forth in subsection (a). For purposes of repayment, the COF Grant is to be allocated as \$250,000 (50%) for the Company's Capital Investment Target and \$250,000 for its New Jobs Target. Except as noted in subsection c below, if the Company has met at least 90% of both of the Targets at the Performance Date, then and thereafter the Company is no longer obligated to repay any portion of the COF Grant. If the Company has not met at least 90% of either or both its Targets at the Performance Date, the Company shall repay the Authority that part of the COF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if at the Performance Date, the Capital Investment is only \$10,240,000 (reflecting achievement of 80% of the Capital Investment Target) and only 112 New Jobs have been created and Maintained (reflecting achievement of only 80% of the New Jobs Target), the Company shall repay the Authority 20% of the moneys allocated to the Capital Investment Target (\$50,000) and 20% of the moneys allocated to the New Jobs Target (\$50,000).

(c) *Determination of Inability to Comply:* If the Authority, after consultation with the Member Jurisdictions, or VEDP shall determine at any time prior to the Performance Date (a



"Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Performance Date, and if the Authority or VEDP shall have notified the Company of such determination, the Company must repay the entire COF Grant to the Authority. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

(d) *Repayment Dates:* Such repayment shall be due from the Company to the Authority within ninety days of the Performance Date or the Determination Date, as applicable. Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to Washington County and shall be repaid by Washington County promptly to VEDP for redeposit into the Commonwealth's Development Opportunity Fund. The Authority and the Member Jurisdictions shall use their best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Authority nor either Member Jurisdiction shall have any responsibility for the repayment of any sums hereunder unless said sums have been received by the Authority from the Company.

#### **Section 6.     Company Reporting.**

The Company shall provide, at the Company's expense, detailed verification reasonably satisfactory to the Authority, the Member Jurisdictions, and VEDP of the Company's progress on the Targets. Such process reports shall be provided annually, starting on October 31, 2016 and covering the period through the prior 12-month period. Further, the Company shall provide such progress reports at such other times as the Authority, the Member Jurisdictions, or VEDP may reasonably require. If the Company wishes to include in its accounting of New Jobs the employees of contractors, to the extent permitted in the definition of New Jobs in Section 1, the Company is responsible to provide to the Authority such documentation as required by VEDP to verify such New Jobs, including whether such jobs are New Jobs in the Commonwealth. If the Company wishes to count as Capital Investments the capital expenditures made on its behalf by a lessor or a developer of the Facility, the Company is responsible to provide to the Authority the documentation required by VEDP to verify the capital expenditures made on behalf of the Company.

With each such progress report, the Company shall report to VEDP the amount paid by the Company in the prior calendar year in Virginia corporate income tax. VEDP has notified the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the Virginia Freedom of Information Act and that such information will be used by VEDP solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

The Company hereby authorizes the Office of the Commissioner of the Revenue for Washington County to release to VEDP the Company's real estate tax, business personal property tax and machinery and tools tax information. Such information shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the Capital Investment Target.

**Section 7. Notices.**

Formal notices and communications between the parties to this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing by a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

If to the Company, to:  
Qore Systems, LLC  
60 East Rio Salado Parkway, Suite 900  
Tempe, Arizona 85281  
Facsimile:  
Email: bob@ntsinc.net  
Attention: Bob Newberry, Managing Member

with a copy to:  
Qore Systems, LLC  
60 East Rio Salado Parkway, Suite 900  
Tempe, Arizona 85281  
Facsimile:  
Email: kyle.blackwell@qore24.com  
Attention: Kyle Blackwell, V.P. of Sales

If to Washington County, to:  
Washington County  
1 Government Center Place, Suite A  
Abingdon, Virginia 24210  
Facsimile: 276-525-1309  
Email: jberry@washcova.com  
Attention: County Administrator

with a copy to:  
Washington County  
1 Government Center Place, Suite A  
Abingdon, VA 24210  
Facsimile: 276-525-1309  
Email: wbonham@washcova.com  
Attention: Economic Development Director

If to the Authority, to:  
Smyth-Washington Ind. Facilities Authority  
1021 Terrace Drive  
Marion, Virginia 24354  
Facsimile: 276.783.6949  
Email: asizemore@mrpdc.org  
Attention: SWIFA-Coordinator

with a copy to:  
Smyth-Washington Ind. Facilities Authority  
1021 Terrace Drive  
Marion, VA 24354  
Facsimile: 276.783.6949  
Email: hldean45@comcast.net  
Attention: SWIFA- Chair

If to VEDP, to:  
Virginia Economic Development Partnership  
901 East Byrd Street, 19<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, VA 23219  
Facsimile: 804.545.5611  
Email: mbriley@yesvirginia.org  
Attention: President & CEO

with a copy to:  
Virginia Economic Development Partnership  
901 East Byrd Street, 19<sup>th</sup> Floor  
Post Office Box 798 (zip: 23218-0798)  
Richmond, VA 23219  
Facsimile: 804.545.5611  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

If to Smyth County, to:  
Smyth County Virginia  
121 Bagley Circle, Suite 100  
Marion, VA 24354  
Facsimile: 276.783.9314  
Email: lhester@smythcounty.org  
Attention: Economic Development Director

#### **Section 8.     Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the COF Grant and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights and obligations under this Agreement without the prior written consent of the Authority, the Member Jurisdictions, and VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Washington, and such litigation shall be brought only in such court.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

(e) *Attorney's Fees*: Attorney's fees shall be paid by the party incurring such fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Performance Agreement as of the Effective Date written above.

**SMYTH-WASHINGTON REGIONAL  
INDUSTRIAL FACILITIES AUTHORITY**

\_\_\_\_\_  
By, Harry Dean  
Its Chairman

**COUNTY OF WASHINGTON, VIRGINIA**

\_\_\_\_\_  
By, Phil McCall  
Its Chairman of Board of Supervisors

**QORE SYSTEMS, LLC**

\_\_\_\_\_  
By, Bob Newberry  
Its Managing Member

**COUNTY OF SMYTH, VIRGINIA**

\_\_\_\_\_  
By, Wade H. Blevins, Jr.  
Its Chairman of Board of Supervisors

**SMYTH COUNTY, VIRGINIA  
ADMINISTRATIVE TELEPHONE SYSTEMS  
CONTRACT FOR SERVICES AND EQUIPMENT**

This Contract for Services ("Contract") is entered into this 8<sup>th</sup> day of September, 2015, between the **COUNTY OF SMYTH, VIRGINIA** ("County"), a political subdivision of the Commonwealth of Virginia, and **BVU AUTHORITY**, ("Contractor") a political subdivision of the Commonwealth of Virginia ("Contractor").

**RECITALS**

**WHEREAS**, Smyth County advertised Requests for Proposals for Administrative Telephone Systems on March 15, 2015 and March 22, 2015;

**WHEREAS**, proposals were submitted to the Smyth County Administrator's Office by 5:00 p.m. on Friday, April 10, 2015;

**WHEREAS**, BVU Authority submitted a proposal on April 10, 2015 that was among three proposals presented to the Smyth County Courthouse Committee on May 21, 2015;

**WHEREAS**, BVU Authority and Smyth County, after competitive negotiation, agreed to a price on the purchase and provisioning of an administrative telephone system for Smyth County;

**WHEREAS**, the County Courthouse Committee voted on July 14, 2015 to recommend the bid of BVU Authority to the Board of Supervisors:

**WHEREAS**, the Smyth County Board of Supervisors approved an award of the contract to BVU Authority for the administrative telephone system at its regular meeting on July 14, 2015.

**GENERAL TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises, covenants, and conditions herein contained, the County and Contractor hereby enter into this Contract subject to the terms and conditions stated herein.

**1. CONTRACT DOCUMENTS:**

a. Contractor agrees to provide services in full and complete accordance with the shown, noted, described and reasonable implied requirements of the attached exhibits, which are hereby incorporated and made a part of this Contract as if fully set out herein:

- |  |              |
|--|--------------|
| i.) Contract for Services dated September 8 , 2015               | (Appendix A) |
| ii.) BVU Services Agreement dated August 14, 2015 and Amendments | (Appendix B) |
| iii.) Bid from BVU Authority dated April 10, 2015                | (Appendix C) |
| iv.) RFP- Administrative Telephone System dated March 15, 2015   | (Appendix D) |



b. These General Terms and Conditions in this document shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and other provisions in the documents above, this Contract for Services shall apply. All time limits stated in the Contract Documents, including but not limited to the time for completion of the work, are of the essence of the contract.

c. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect.

d. The Contract Documents represent the entire understanding between County and Contractor in respect to the project and may only be modified in writing signed by both County and Contractor.

e. The undersigned, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this contract; that this is made without connection with any other person or company or parties making a contract; and that it is in all respects fair and in good faith without collusion or fraud.

f. The undersigned further declares that they have examined the specifications of the services, and informed themselves fully in regard to all the conditions pertaining to the services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the signing of this contract; that they have satisfied themselves relative to the service to be provided.

g. The undersigned agrees to furnish all necessary services necessary to complete this Contract to the full and entire satisfaction of Smyth County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached fee proposal for the sum reflected below:

2. **INSURANCE:**

Contractor shall maintain insurance coverage during the entire term of the contract and all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Contractor shall provide proof of insurance to the County.

3. **MINIMUM INSURANCE COVERAGES AND LIMITS:**

a. Workers' Compensation –

i. Statutory requirements and benefits.

ii. Employers Liability

1. Bodily Injury by Accident - \$100,000 each accident

2. Bodily Injury by Disease - \$500,000 policy limit

3. Bodily Injury by Disease - \$100,000 for each employee

b. General Liability - \$1,000,000 per occurrence. If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same.

c. Auto Liability - \$1,000,000 per occurrence.

d. The Contractor must either:

i. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work under this Agreement, or

ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

e. The County shall be named as an additional insured on all the policies (by endorsement and as evidenced by a certificate of insurance).

f. The Contractor shall hold harmless and indemnify the County and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.

#### **4. WARRANTY:**

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a minimum period of one year following date of delivery and installation. The Contractor may specify alternative warranty periods with longer terms in their response to this solicitation.

Should any defect be noted by the County, the County will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to Smyth County and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the County may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price. Contractor does not waive the right to contest the existence of defective materials or workmanship.

#### **5. SUCCESSORS AND ASSIGNS:**

County and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of the Contract and to the partners, successors, executors, administrators, and assigns of such other party. In respect to all covenants of the Contract, neither County nor Contractor shall assign sublet, or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part

of any office or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than County and Contractor.

**6. MODIFICATION OF THE CONTRACT:** *(Code of Virginia §2.2-4309)*

Changes can be made to the Contract in any one of the following ways:

a. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such change order and shall give the County a credit for any savings.

b. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

c. The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

**7. CANCELLATION OF CONTRACT:**

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to perform on all outstanding orders issued prior to the effective date of cancellation.

**8. DEFAULT:**

In case of failure to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, should the Contractor fail to remedy the default within 48 hours, may procure them from other sources and hold the Contractor responsible for any additional costs. This remedy shall be in addition to any other remedies which the county may have.

**9. NOTICES**

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

For the County  
Michael Carter  
Smyth County Administrator  
121 Bagley Circle, Suite 100  
Marion, Virginia 24354

For the Contractor:  
George Pickard, Business Sales  
BVU Authority  
15022 Lee Highway  
Bristol, Virginia 24202

**10. GOVERNING LAW:**

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Smyth General District Court or the Smyth County Circuit Court. The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia.

**11. LAWS AND REGULATIONS:**

The Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

This Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The Contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

**12. SEVERABILITY:**

If any term or provision of this Contract shall be held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be enforced to the fullest extent permitted by law.

**13. PAYMENT: (*Code of Virginia* §2.2-4352 and §2.2 4354)**

a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.

b. All payment terms are to be considered net forty five (45) days after the invoice or delivery, whichever occurs last.

c. If the Contactor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions in § 2.2-4352 and § 2.2-4354 of the *Code of Virginia*.

**14. TAXES:**

The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Smyth County for its use or consumption. Tax exemption certification will be furnished upon request.

**15. AUDIT:**

The Contractor agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and the right to examine said materials during this period.

**16. ETHICS IN PUBLIC CONTRACTING: (*Code of Virginia*, Article 6)**

Contractor hereby certifies that it has familiarized itself with Article 6 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377 of the Code of Virginia (1950) as amended, and that all amounts received or disbursed by it, pursuant to this procurement, are proper and in accordance therewith.

**17. EMPLOYMENT DISCRIMINATION: (*Code of Virginia* §2.2-4311.1)**

a. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). In any contract between the County and a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in i and ii below apply:

b. During the performance of this contract, the contractor agrees as follows:

- i. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- c. The contractor will include the provisions of i. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**18. IMMIGRATION: (*Code of Virginia* §2.2-4311.1)**

The Contractor agrees that he does not and shall not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.



**19. DRUG-FREE WORKPLACE:** (*Code of Virginia §2.2-4312*)

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**20. COMMITMENT TO DIVERSITY:** (*Code of Virginia §2.2-4310*)

The County is committed to increasing the opportunities for participation of minority-owned business, women-owned business to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations and the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned business, and businesses located in the County as subcontractors and suppliers for their projects.

**21. FAITH-BASED ORGANIZATIONS:** (*Code of Virginia § 2.2-4343.1*)

Smyth County does not discriminate against faith-based organizations.

**22. MISCELLANEOUS**

a. The Contractor agrees to comply with all provisions of this Contract, including without limitation all insurance requirements.

b. The Contractor shall be responsible for complying with any applicable Federal, state and municipal laws, codes and regulations that may be required under this Contract.

c. The Contractor and all Subcontractors and Sub-Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

d. No portion of the work associated with this Contract may be subcontracted without the prior written approval by County or duly authorized agent of the County. The County recognizes that it may be in the best interest of the Contractor to subcontract some or all parts of the work of the Contract described herein; however, the Contractor shall be held responsible by the County for the quality, delivery, and all terms and conditions of the Contract

e. The titles used in this Contract are for general references only and are not a part of the Contract.

f. The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Smyth County Board of Supervisors and appropriation by them of the necessary money to fund and contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

**IN TESTIMONY WHEREOF**, the Smyth County Board of Supervisors has caused its name to be hereunto subscribed by Wade Blevins, Chair of the Smyth County Board of Supervisors and attested by Michael Carter, Smyth County Clerk, pursuant to authority heretofore duly granted by the Smyth County Board of Supervisors; and George Pickard of BVU Authority has caused its name to be hereunto subscribed by George Pickard and hereunto duly affixed and attested.

**SEEN AND AGREED,**

**SMYTH COUNTY, VIRGINIA**

**CONTRACTOR**

\_\_\_\_\_  
Wade Blevins, Chair  
Smyth County Board of Supervisors

\_\_\_\_\_  
George Pickard  
BVU Authority

ATTEST:

ATTEST:

\_\_\_\_\_  
Michael Carter, County Clerk

\_\_\_\_\_  
Witness

**BVU AUTHORITY SERVICES AGREEMENT  
EXHIBIT A**

**Smyth County Board of Supervisors – Amendments to BVU Terms and Conditions**

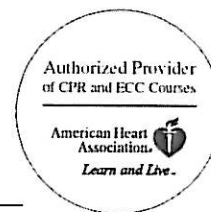
3. The Customer/County shall have the right to cancel with 60 days' notice with no penalty as provided in the Contract for Services – see Paragraph 8.
4. The Customer/County is responsible for payment of invoices and shall pay within net forty-five (45) days of receipt of the invoice or equipment.
7. All modifications or amendments to the contract shall be in writing and in accordance with Paragraph 6 (a) and (b) in the Contract for Services.
8. Understood. However, see Paragraph 8 on Default in Contract for Services.

**Customer/County Signature** \_\_\_\_\_

**BVU Salesperson Signature** \_\_\_\_\_



Southwest Virginia  
Emergency Medical Services Council, Inc.  
306 Piedmont Avenue • Bristol, Virginia 24201 • (276) 628-4151



August 17, 2015

Michael Carter  
Smyth County  
121 Bagley Circle, Suite 100  
Marion, VA 24354

Dear Mr. Carter:

As you know, the Southwest Virginia EMS Council is dedicated to preserving the health and safety of our region's citizens by coordinating and supporting the regional emergency medical services system. Since 1979, we have worked tirelessly as the region's designated emergency medical services council to provide a wide range of services to grow and enhance patient care in our region, and we are excited to continue to serve.

The Virginia EMS Rules and Regulations require that regional EMS councils apply for re-designation every 3 years. As part of our application, we are asking each locality in our service area to write a letter of support for our application to continue serving as the region's designated emergency medical services council. We obtained similar letters during our designation in 2012.

I have attached a sample letter template for this purpose. The letter may come from either the chief administrative officer or chief elected official of your locality depending on local policies. If required, I would respectfully ask that you place this on the next government meeting agenda for your locality. If beneficial, we will be happy to send a staff member to attend to answer any questions you might have. If you would like a member of our staff to attend, please let us know of the date and time of the meeting.

You can send the letter of support to my attention via postal mail, email, or fax at your earliest convenience. I respectfully ask that letters be sent by September 21, 2015. We will contact you later this month on this matter, and I thank you in advance for your assistance. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Gregory Woods".

Gregory Woods, MHA  
Executive Director

DATE

Southwest Virginia EMS Council  
Attn: Gregory Woods  
306 Piedmont Avenue  
Bristol, VA 24201

Dear Mr. Woods:

The Board of Supervisors of {LOCALITY NAME} has been informed that the Southwest Virginia EMS Council is applying to renew its designation as a regional emergency medical services council pursuant to sections §32.1-12, 32.1-111.4, and 32.1-111.11 of the Code of Virginia, and Chapter 31, sections 2300-2380 of the *Virginia Emergency Medical Services Regulations*. I understand that the goal of this process is to obtain continued authorization to operate and provide the services of a designated regional EMS council.

{LOCALITY NAME} supports the Southwest Virginia EMS Council's mission to reduce death and disability resulting from medical and traumatic emergencies in southwest Virginia and to support the various components of the regional EMS system. We would like to offer our support of their designation application.

The Southwest Virginia EMS Council has served as a regional emergency medical services council since its inception in 1979. The organization has been instrumental in planning, coordinating, and improving the regional EMS delivery system. The organization provides valuable services to EMS stakeholders in our region (including EMS system planning, coordination, and training), and the Council Board of Directors includes representation from all sixteen jurisdictions in their proposed service area in southwest Virginia.

We look forward to continuing our work with the Southwest Virginia EMS Council, as well as our other community partners, to ensure the health and safety of our jurisdiction. If you have any questions, I can be reached at {PHONE NUMBER} or {EMAIL}.

Sincerely,

NAME  
TITLE



# **Memorandum of Understanding**

**Between  
Smyth County Board of Supervisors  
and  
Smyth County Sheriff's Office**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Smyth County Board of Supervisors and the Smyth County Sheriff's Office to assure the cleanliness of roadsides in the vicinity of Smyth County's convenience stations.

## **Background and Purpose**

This agreement is designed to assure that throughout the year those areas that provide trash drop-off for Smyth County residents do not become an eyesore when certain circumstances arise such as weather, spilled garbage and general litter problems. This MOU will help to assure the regular clean-up of roadsides and timely pick-up when there is an unusual amount of trash spilled near the convenience stations. In partnership with the Southwest Virginia Regional Jail, the Sheriff's Office has kept Smyth County's roads clean from trash and debris, and this MOU will make that success even greater by concentrating some of that effort on the convenience stations where trash is deposited and sometimes causes roadside litter problems. The MOU is effective to the extent that regional jail trustees are available to work for the Sheriff's Office roadside clean-up projects.

## **Responsibilities Under This MOU**

This MOU will be accomplished by the following activities:

- **Regularly Scheduled Trash Pick-ups**

This MOU creates the understanding between the parties that all Smyth County convenience stations will be scheduled for a trash pick-up on a twice monthly basis as needed.

- **Reporting of Roadside Trash Problems**

This MOU requires Smyth County's convenience station workers to help alert the Sheriff's Office if unusual amount of trash is on the roadside. In such cases, the Sheriff's Office will schedule clean-up at the earliest time possible and alert the Virginia Department of Transportation to pick up the bags left from the clean-up.

## **Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the Smyth County Board of Supervisors and the Smyth County Sheriff's Office. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent.

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Wade H. Blevins, Jr., Chair  
Smyth County Board of Supervisors

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R. David Bradley, Sheriff  
Smyth County, Virginia