

AGENDA

Tuesday, September 11, 2018
4:00 PM

4:00 CALL MEETING TO ORDER (M. Todd Dishner, Chairman)

CLOSED SESSION

Code of Virginia, Section 2.2-3711 **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.

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 14th and August 23rd, 2018 meeting minutes

FINANCIAL STATUS

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 Sarah Beamer-Mt. Rogers Community Services Board

NEW BUSINESS

***Planning Commission Recommendation-Michael Carter**

***Consideration of Letter of Support for Comprehensive Harm Reduction as heard during the August 14, 2018 Board Meeting-Michael Carter**

***TROF Performance Agreement for Speyside Bourbon Cooperage-Jeff Campbell**

***Committee Recommendations:**

- **Budget Committee-Todd Dishner, Chair**
- **Solid Waste Committee-Curtis Rhea, Chair**

***Supervisor Comment Time**

The Smyth County Board of Supervisors held its regular meeting at 4:00 p.m., **Tuesday, August 14, 2018**. 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, Park District Supervisor M. Todd Dishner; Vice Chairman, Rye Valley District Supervisor Rick K Blevins; North Fork District Supervisor Phil Stevenson; Chilhowie District Supervisor R. Curtis Rhea; Royal Oak District Supervisor Judy Wyant (5)

ABSENT: Saltville District Supervisor Roscoe D Call; Atkins District Supervisor Charles Atkins (2)

STAFF: County Administrator Michael Carter; Assistant County Administrator Scott Simpson; County Attorney Jeff Campbell; Administrative Assistant Kelly Woods (4)

OTHERS: Deputy with the Smyth County Sheriff's Office, Stephanie Porter Nichols with Smyth County News and Messenger, and several citizens.

 8/14/2018 4:03 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting to order. A motion was made by Rye Valley District Supervisor Rick K. Blevins to enter into closed session under Code of Virginia, Section 2.2-3711 – **A.3; Land acquisition**; discussion or consideration of the acquisition of real property for a public purpose; **A.5; Industrial/Business Prospects**; discussion concerning a business or industry considering expansion with no previous announcement being made. North Fork District Supervisor Phil Stevenson seconded the motion.

After consideration, the motion PASSED by the following vote:


AYES: Chairman, Park District Supervisor M. Todd Dishner, Vice Chairman, Rye Valley District Supervisor Rick K. Blevins, North Fork District Supervisor Phil Stevenson, Chilhowie District Supervisor R. Curtis Rhea and Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call and Atkins District Supervisor Charles Atkins.

 8/14/2018 5:01 PM Atkins District Supervisor Charles Atkins entered the meeting.

 8/14/2018 5:04 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from Closed session.

It was moved by Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Phil Stevenson, to adopt the following resolution certifying the business conducted in closed session as follows:

RESOLUTION

CERTIFICATION OF CLOSED SESSION

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

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such a meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the 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, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: Atkins District Supervisor Charles Atkins.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 5:05 PM Rye Valley District Supervisor Rick K. Blevins made a motion to allow the County Attorney to draft the necessary documents for a lease agreement as discussed for the Transfer Station and allow Michael Carter, County Administrator to execute the document. North Fork District Supervisor Phil Stevenson seconded the motion.


After consideration, the motion PASSED by the following vote:


AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: Atkins District Supervisor Charles Atkins.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 5:05 PM Kendra Hayden, Administrative Assistant gave the invocation and Clegg Williams, Building and Zoning Administrator led the Pledge of Allegiance.

 8/14/2018 5:06 PM A motion was made by North Fork District Supervisor Phil Stevenson, seconded by Chilhowie District Supervisor R. Curtis Rhea to adopt the agenda and additional agenda as presented.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 5:07 PM It was moved by Chilhowie District Supervisor R. Curtis Rhea, seconded by Atkins District Supervisor Charles Atkins to approve the minutes of the July 10th and July 26th, 2018 meetings.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 5:07 PM Michael Carter, County Administrator presented the Board with information on the current FY2018-2019 budget and a current month analysis for appropriations.

 8/14/2018 5:18 PM Chairman, Park District Supervisor M. Todd Dishner opened Citizens Time.

Robert Owens, 213 Rolling Creek Lane, Marion Virginia, spoke concerning an ATV business located on a neighbor's property that is disturbing the neighborhood, and asked for support from the Board of Supervisors to ensure proper procedures are being followed with permits and codes.

Jeremey and Haley Peake, 633 Middle Fork Road, Marion, Virginia spoke also concerned with what is going on within the neighborhood and stated the main concern they have is with the noise and trash on their property.

Shane Farris 567 Middle Fork Road, Marion, Virginia spoke and stated that he resides in the house directly beside the neighbors in questions and owns the right of way that is being used to the property. Mr. Farris stated that several neighbors have joined together and obtained an Attorney, but would like support from the Board of Supervisors to help resolve the issue.

Several members of the Board of Supervisors asked questions concerning the operation of the ATV Park that is in question.

Jerry Sheets, 563 Paradise Drive, Chilhowie Virginia, spoke and stated that he currently works at Utility Trailer in Atkins and would like to see more financial support from the Board of Supervisors to ensure each school within Smyth County has a School Resource Officer. Mr. Sheets stated he would support a tax increase, or would participate in a fund raiser to offset the costs for the additional SRO's.

Royal Oak District Supervisor Judy Wyant commended Mr. Sheets, and feels the Board of Supervisors should do all they can to find the money to cover the cost of the additional School Resource Officers.


Chilhowie District Supervisor R. Curtis Rhea commended the Town of Saltville for providing a School Resource Officer, and stated he would like to see the Town of Marion and Town of Chilhowie show support and consider funding a School Resource Officer within the town limits.


Atkins District Supervisor Charlie Atkins stated he proposed a .02 cent tax increase for the funding of additional School Resource Officers but the support of the citizens of Smyth County would be needed to make this possible. Mr. Atkins thanked Mr. Sheets for showing his support.

Susie Peake, 633 Middle Fork Road Marion, Virginia, also spoke concerning the ATV Park business that is being conducted on a neighbor's property. Ms. Peak stated her concerns were everyone's safety, especially the children of the community.


Rick Farris, 655 Middle Fork Road, Marion, Virginia spoke concerning the ATV Park and stated he was very upset with the business being conducted and he felt nothing was being done to enforce the Code of Smyth County.


 8/14/2018 6:07 PM With no one else choosing to speak, Chairman, Park District Supervisor M. Todd Dishner closed Citizens Time.

 8/14/2018 6:07 PM Chairman, Park District Supervisor M. Todd Dishner asked Building and Zoning Administrator Clegg Williams to address some of the issues that have been brought forward concerning the ATV park. Mr. Williams stated that a notice of violation has been sent to the property owner, and response of the notification is pending. Until the notification is received, Mr. Williams cannot proceed with turning the matter over to the County Attorney.

 8/14/2018 6:19 PM Dr. Karen Shelton, Director, Mt. Rogers Health District presented a slide show to inform the Board of Supervisors and citizens of Smyth County of the importance in combating the problem of Substance abuse and the increase in Hepatitis C within the Community. Ms. Shelton also spoke to the Board concerning the Comprehensive Harm Reduction plan being proposed by Mt. Rogers Health District, which is a point of contact to provide services to help reduce the harms caused by substance abuse, and is requesting the Board's support for the initiative.

 8/14/2018 6:53 PM Chairman, Park District Supervisor M. Todd Dishner called for a recess.

 8/14/2018 7:10 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from recess.

 8/14/2018 7:10 PM Lavonda Brickey, Smyth County Health Department presented information on the Health Department's 2018 mobile rabies clinic. Each year, the County pays the advertising cost for the clinic out of the Animal Fund 3.

Atkins District Supervisor Charles Atkins made a motion to approve the advertising costs of \$237.00 being requested for the 2018 Rabies Clinic. North Fork District Supervisor Phil Stevenson seconded the motion.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 7:12 PM Kendra Hayden, CSA Coordinator, presented an update on the CSA program, including new legislation concerning the Family First Prevention Services Act that are to take place in FY2019. This act reforms the federal child welfare financing streams, Title IV-E and Title IV-B of the Social Security Act, to provide services to families who are at risk of entering the child welfare system. The bill aims to prevent children from entering foster care by allowing federal reimbursement for mental health services, substance use treatment, and in-home parenting skill training to families and children. It also seeks to improve the well-being of children already in foster care by incentivizing states to reduce placement of children in group care.



8/14/2018 7:23 PM It was moved by Atkins District Supervisor Charles Atkins, seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$1,650,000.00 from the General Fund. The following is an explanation of the appropriations approved:

General County

Accounts Payable Listing:	\$ 934,436.97
Payroll:	\$ 672,555.57
Auto Draft Rural Development:	\$ 8,974.00
AEP/Century Link Bills:	\$ 25,000.00
County Administration Fund:	\$ 5,000.00
Minus Beginning Appropriation:	\$ (17,330.04)
New Carryover for June:	\$ 21,363.50
Total County Appropriation:	\$ 1,650,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$410,000.00 from the General Fund for the Department of Social Services. The following is an explanation of the appropriations approved:

Social Services

(August 14-August 31, 2018)	\$ 350,000.00
(September 1-September 11, 2018)	\$ 60,000.00
Total Social Services:	\$ 410,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

It was moved by Rye Valley District Supervisor Rick K. Blevins, seconded by Atkins District Supervisor Charles Atkins to appropriate \$1,215,000.00 from the General Fund for the Smyth County School Board Operating Fund. The following is an explanation of the appropriations approved:

Schools-Operating Fund

Instruction	\$ 470,000.00
Administration, Attendance, & Health	\$ 75,000.00
Transportation	\$ 45,000.00
Facilities	\$ 315,000.00
School Food Service	\$ 120,000.00
Technology	\$ 190,000.00
Total School Operating Fund:	\$1,215,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Rye Valley District Supervisor Rick K. Blevins to appropriate \$3,017.94 from the Sheriff's Fund 748 for open invoices.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Rye Valley District Supervisor Rick K. Blevins to appropriate \$24,868.39 from Fund 749 for Drug Recovery Court open invoices.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 7:28 PM Kelly Woods, Administrative Assistant updated the Board of Supervisors concerning a nuisance abatement suspension for a property located at 5432 Sugar Grove Highway, Sugar Grove, Virginia, that is set to expire on August 31, 2018. Ms. Woods informed the Board that photos have been provided by the owner of the property, and it appears the nuisance has been abated. Mr. Clegg Williams, Building and Zoning Administrator has asked the property owner be required to obtain an inspection, before the Board releases the suspension.

 8/14/2018 7:28 PM Rye Valley District Supervisor Rick K. Blevins brought forward the following recommendation from the Building and Grounds Committee.

It is the Committee's recommendation to proceed with the replacement of the roof on the Animal Shelter, with a not to exceed amount of \$18,000.00 for the project and to allow Mr. Carter to award the project to the lowest bidder once all bids had been received. The Committee would like for metal to be used, and proper replacement of any damaged material be taken care of during the installation of the new roof.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.


ABSENT: Saltville District Supervisor Roscoe D. Call.

Michael Carter, County Administrator updated the Board concerning the lease for the Morrison Building and stated the survey had been completed on the property. Mr. Carter will continue to update the Board as information concerning the lease and/or option to buy the Morrison Building is provided by the Commonwealth of Virginia.

Royal Oak District Supervisor Judy Wyant questioned the Boiler quotes that have been received for the installation of the system in the Morrison Building and why there was such a drastic range in the pricing.

Mr. Carter responded to Ms. Wyant's question, stating he felt the name brand of the equipment quoted was a factor in the variations of the cost of the project.

Atkins District Supervisor Charles Atkins asked if some of the other issues, such as the flooring and heat had been addressed. Mr. Atkins asked what the cost would be to build a new facility to accommodate all departments within the Morrison Building. Mr. Carter responded, stating all options have been discussed and are actively being reviewed.

 8/14/2018 7:38 PM Michael Carter, County Administrator brought forward the following recommendations from the Planning Commission:

Item #1: Commissioner Joel Pugh made a motion to recommend approval for the request of a Special Use Permit for a campground on the property addressed as 7530 Lee Highway; in Rural Retreat with the stipulations there be a maximum of five tent sites and the bunkhouse be limited to 12 or less beds. Commissioner David Spence seconded the motion.

After consideration, the motion passed by the following vote:

AYES: Sparks, Spence, Wagoner, Shepherd, Pugh, Davidson Jr., and Dean.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

North Fork District Supervisor Phil Stevenson made a motion to accept the recommendation as presented from the Planning Commission. Atkins District Supervisor Charles Atkins seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner, Vice Chair, Rye Valley District Supervisor Rick K. Blevins, North Fork District Supervisor Phil Stevenson, Atkins District Supervisor Charles Atkins, Chilhowie District Supervisor R. Curtis Rhea and Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #2: Commissioner Joel Pugh made a motion to recommend approval for the request of a Special Use Permit for an event center on the property addressed as 7530 Lee Highway; in Rural Retreat with the stipulations the tent used for the events or any permanent structure that may be built to replace the tent be limited to 2000 square feet. The structure be a minimum of 15 feet from all lot lines, and the maximum occupant load for any event be 125. Commissioner Hazel Wagoner seconded the motion.

After consideration, the motion passed by the following vote:

AYES: Sparks, Spence, Wagoner, Shepherd, Pugh, Davidson Jr., and Dean.
NAYS: None.
ABSTAINERS: None.
ABSENT: None.

North Fork District Supervisor Phil Stevenson made a motion to accept the recommendation as presented from the Planning Commission. Atkins District Supervisor Charles Atkins seconded the motion.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 7:42 PM Jeff Richardson, Commissioner of Revenue discussed a request to exempt five (5) properties from Real Estate Taxes shown below, due to the requirements under Article VII Sec.34-206-Sec. 34-211 of the Code of Smyth County. By offering this program, owners invest in their commercial and industrial property in exchange for a reduction of real estate tax on the increased improvements values for nine (9) years following the completion of the project.

- *Ellis Historical Properties, Acct#9938, Building located at 111 East Main Street, Marion
- *Chilhowie Milling/Myrtle Prop, Acct#5151, Building located at 154 Lee Hwy., Chilhowie
- *Keith & Lissa Hungate, Acct#26697/26735, Building located at 210 Broad St., Marion
- *Mt. View Properties, Acct#6874, Building located at 1204 N. Main Street, Marion
- *Richards Comm. Properties, Acct#149233, Building located at 129/131 E. Main St., Chilhowie

North Fork District Supervisor Phil Stevenson made a motion to approve the exemption as requested by Mr. Richardson. Atkins District Supervisor Charles Atkins seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Michael Carter, County Administrator brought forward a recommendation from the budget committee.

It is the Committee's recommendation to set the PPTRA rate at 52% for this tax year as recommended by the Commissioner of Revenue Jeff Richardson. Mr. Richardson discussed the Personal Property Tax Relief Act (PPTRA) and he noted the Board of Supervisors is required to establish the PPTRA tax relief rate to be applied to qualifying tax tickets each year.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 7:47 PM Jeff Campbell, County Attorney presented a Commonwealth's Development Opportunity Fund Performance Agreement as shown below for Speyside Bourbon Cooperage, LLC. The Commonwealth Opportunity Fund has awarded Speyside a grant in the amount of \$325,000.00 to renovate, equip, improve, and operate a cooperage facility.

COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** made and entered this ____ day of August, 2018, by and among the **COUNTY OF SMYTH, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), [TFF GROUP] (the "Company"), a _____ [corporation/limited liability company/etc.] [authorized to transact business in the Commonwealth], the **SMYTH-WASHINGTON INDUSTRIAL FACILITIES AUTHORITY** (the "Authority"), a political subdivision of the Commonwealth, and the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Locality has been awarded a grant of and expects to receive \$325,000 from the Commonwealth's Development Opportunity Fund (a "COF Grant") through VEDP for the purpose of inducing the Company to renovate, equip, improve, and operate a cooperage facility in the Locality (the "Facility"), thereby making a significant Capital Investment, and creating and Maintaining a significant number of New Jobs, as such capitalized terms are hereinafter defined;

WHEREAS, the Locality is willing to provide the funds to the Authority with the expectation that the Authority will provide the funds to or for the use of the Company, provided that the Company promises to meet certain criteria relating to Capital Investment and New Jobs;

WHEREAS, the Locality, the Authority, the Company, and VEDP 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 Jobs, and the repayment by the Company of all or part of the COF Grant under certain circumstances;

WHEREAS, the renovation, equipping, improvement, and operation of the Facility will entail a capital expenditure by or on behalf of the Company of approximately \$26,000,000, of which approximately \$18,000,000 will be invested in machinery and tools, approximately \$500,000 will be invested in furniture, fixtures and equipment, approximately \$2,000,000 will be invested in the purchase of an existing building, and approximately \$5,500,000 will be invested in the renovation and up-fit of the building;

WHEREAS, the renovation, equipping, improvement, and operation of the Facility will further entail the creation and Maintenance of 125 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. The purchase or lease of machinery and tools or furniture, fixtures, and equipment, including under an operating lease, and expected building renovation and up-fit by or on behalf of the Company will qualify as Capital Investment. The Capital Investment must be in addition to the capital improvements at the Facility as of July 1, 2018.

“Initial Performance Date” means December 31, 2022. If the Locality, in consultation with the Authority and VEDP, deems that good faith and reasonable efforts have been made and are being made by the Company to achieve the Targets, the Locality may request an extension of the Initial Performance Date by up to 15 months. Any extension of the Initial Performance Date shall require the prior approval of the Board of Directors of VEDP (the “Board”). If the Performance Date is extended, the Locality shall send written notice of the extension to the Authority, the

Company and VEDP and the date to which the Initial Performance Date has been extended shall be the "Initial Performance Date" for the purposes of this Agreement.

"Maintain" means that the New Jobs will continue without interruption from the date of creation through the Subsequent 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 provided by the Company for the employee, and for which the Company pays an average annual wage of at least \$30,173. Average annual wage means the average annual salary of full-time positions at the Facility determined by dividing total payroll (of a type included in W-2 compensation) provided to full-time positions at the Facility by the number of full-time positions at the Facility. 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.

"Subsequent Performance Date" means December 31, 2026, unless the Initial Performance Date has been extended. If the Initial Performance Date has been extended, the Subsequent Performance shall be four years after the new Initial Performance Date. Except as so noted, the Subsequent Performance Date is not subject to extension.

"Targets" means the Company's obligations to make Capital Investments at the Facility of at least \$26,000,000 and to create and Maintain at least 125 New Jobs at the Facility, all as of the Initial Performance Date. Further, "Targets" includes the Company's obligation to Maintain at least 125 New Jobs at the Facility as of the Subsequent Performance Date.

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

Section 2. Targets; Statutory Criteria.

(a) *Targets:* The Company will renovate, equip, improve, and operate the Facility in the Locality, make a Capital Investment of at least \$26,000,000, and create and Maintain at least 125 New Jobs at the Facility, all as of the Initial Performance Date. Further, the Company will maintain at least 125 New Jobs at the Facility as of the Subsequent Performance Date.

(c) *Prevailing Wage; Unemployment and Poverty Rates:* The average annual wage of the New Jobs of at least \$30,173 is less than the prevailing average annual wage in the Locality of \$34,227, but is more than 85% of that prevailing average annual wage (\$29,093). The Locality is a high-unemployment locality, with an unemployment rate for 2017, which is the last year for which such data is available, of 5.4% as compared to the 2017 statewide unemployment rate of 3.8%. The

Locality is a high-poverty locality, with a poverty rate for 2016, which is the last year for which such data is available, of 18.1% as compared to the 2016 statewide poverty rate of 11.0%.

(d) *Disclosure of Political Contributions:* The Company acknowledges that the name of the Company will be shared by VEDP with the Governor of Virginia, and any campaign committee or political action committee associated with the Governor. The Company acknowledges that within 18 months of the date of this Performance Agreement, the Governor, his campaign committee, and his political action committee will submit to the Virginia Conflict of Interest and Ethics Advisory Council a report listing any contribution, gift, or other item with a value greater than \$100 provided by the Company to the Governor, his campaign committee, or his political action committee, respectively, during the period from the date of the Company's application for the COF Grant through the one-year period immediately after the date of this Agreement.

Section 3. Disbursement of COF Grant.

(a) *Disbursement of the COF Grant:* By execution and delivery of this Agreement, the Locality requests that the COF Grant be disbursed to it. VEDP will promptly arrange for the payment of the \$325,000 COF Grant to the Locality.

The disbursement of the COF Grant proceeds to the Company will serve as an inducement to the Company to achieve the Targets.

The COF Grant proceeds shall be retained by the Locality and shall be disbursed in one payment as follows:

Within 90 days after the Initial Performance Date, by completing and filing the report described in Section 5(b), the Company will provide notice and evidence reasonably satisfactory to the Locality, the Authority, and VEDP of the amount of Capital Investments that it has made through the Initial Performance Date and the number of New Jobs created and Maintained through the Initial Performance Date. Such evidence will be subject to verification by the Locality and VEDP.

If the Company has not made Capital Investments of at least \$1,500,000 and created and Maintained at least 15 New Jobs as of the Initial Performance Date, it will not receive any of the proceeds of the COF Grant. These are the statutory minimum requirements for a COF Grant under the Virginia Code for a project located in the Locality.

If the Company has made Capital Investments of at least \$26 million and created and Maintained at least 125 New Jobs as of the Initial Performance Date, it will receive all \$325,000 of the proceeds of the COF Grant.

The COF Grant is to be allocated as 50% (\$162,500) for the Company's Capital Investment Target, and 50% (\$162,500) for the Company's New Jobs Target. If the Company met the statutory minimum requirements set forth in the

second prior paragraph, but has not fully achieved the Targets, the Company will not receive that part of the COF Grant that is proportional to the Target or Targets for which there is a shortfall. For example, if as of the Initial Performance Date, only \$19,500,000 of the Capital Investment has been retained (reflecting achievement of 75% of the Capital Investment Target), and only 100 New Jobs have been created and Maintained (reflecting achievement of 80% of the New Jobs Target), the Company will receive \$121,875 (reflecting 75% of the \$162,500 allocated to the Capital Investment Target), *plus* \$130,000 (reflecting 80% of the \$162,500 allocated to the New Jobs Target), for a total of \$251,875. These amounts reflect the percentages of the shortfall from the expected amount of Capital Investment and expected number of New Jobs, each multiplied by the portion of the COF Grant proceeds available to the Company allocated to that Target.

Within 30 days of the verification, if any portion of the COF Grant proceeds has been earned by the Company, the Locality will disburse the amount earned to the Authority. Within 30 days of its receipt of such COF Grant proceeds, the Authority will disburse such COF Grant proceeds to the Company.

Within 30 days of the verification, if any portion of the COF Grant proceeds has not been earned by the Company, the Locality shall return to VEDP the amount not earned, for redeposit to the Commonwealth's Development Opportunity Fund.

(b) *Determination of Inability to Comply:* If the Locality or VEDP shall determine at any time prior to the Initial Performance Date (a "Determination Date") that the Company is unable or unwilling to meet and Maintain its Targets by and through the Initial Performance Date, and if the Locality, the Authority or VEDP shall have promptly notified the Company of such determination, the Company will not receive any of the proceeds of the COF Grant, and, within 90 days of the Determination Date, the Locality will repay to VEDP all of the COF Grant proceeds. 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 that the Company will be unable or is unwilling to satisfy the Targets for the COF Grant.

(c) *Use of the COF Grant Proceeds:* The Company will use the COF Grant proceeds to pay or reimburse the cost of build-out of a privately owned building for the Facility, as permitted by Section 2.2-115(D) of the Virginia Code.

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

(a) *State-Level Incentives:* VEDP has estimated that the Commonwealth will reach its "break-even point" by the Subsequent Performance Date. The break-even point compares new revenues realized as a result of the 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:

<u>Category of Incentive:</u>	<u>Total Amount</u>
COF Grant	\$325,000
Virginia Jobs Investment Program ("VJIP") (Estimated)	87,500
Tobacco Region Opportunity Fund Grant ("TROF")	415,000
Enterprise Zone Real Property Investment Grant ("EZRPIG") (Estimated)	200,000
Enterprise Zone Job Creation Grant ("EZJCG") (Estimated)	457,600

The proceeds of the COF Grant shall be used for the purposes described in Section 3(c). The VJIP grant proceeds shall be used by the Company to pay or reimburse itself for recruitment and training costs. The proceeds of the TROF Grant, the EZRPIG, and the EZJCG may be used by the Company for any lawful purpose.

(b) *Locality-Level Incentives:* The Locality expects to provide the following incentives, as matching grants or otherwise, for the Facility by the Performance Date:

<u>Category of Incentive:</u>	<u>Total Amount</u>
Highlands Business Park Land Donation ("Land Donation") (Estimated)	\$750,000

The value of the Land Donation reflects the Locality's share of the cost of the land owned by the Smyth-Washington Industrial Facilities Authority to be transferred to the Company, and shall represent a cost savings to the Company.

(c) *Other Incentives:* This Agreement relates solely to the COF Grant. The qualification for, and payment of all other State-Level Incentives and Locality-Level Incentives, except for the COF Grant, will be governed by separate arrangements between the Company and the entities offering the other incentives.

Section 5. Company Reporting.

(a) *Progress Reporting:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit A, detailed verification reasonably satisfactory to the Locality, the Authority, and VEDP of the Company's progress on the Targets. Such progress reports will be provided annually, starting at March 31, 2020, and covering the period through the prior December 31. Further, the Company shall provide such progress reports at such other times as the Locality, the Authority, or VEDP may reasonably require.

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 or, as applicable, shall provide to VEDP a copy of its Virginia income tax form filed with respect to its status as a pass-through entity. VEDP hereby represents to 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.

(b) *Initial Performance Date Performance Report:* The Company shall provide, at the Company's expense, in the form attached hereto as Exhibit B, detailed verification reasonably satisfactory to the Locality, the Authority and VEDP of the Company's achievement of the Targets as of the Initial Performance Date. The Initial Performance Date Performance Report shall be filed within 90 days after the Initial Performance Date.

(c) *Subsequent Performance Date Performance Report:* The Company shall provide a letter certifying the number of New Jobs Maintained at the Facility as of the Subsequent Performance Date. Such certification shall be filed within 90 days after the Subsequent Performance Date.

Section 6. Verification of Targets.

(a) *Verification of Capital Investment:* The Company hereby authorizes the Locality, including the Locality's Commissioner of the Revenue and Treasurer, 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. If the Locality, the Office of the Commissioner of the Revenue or the Office of the Treasurer should require additional documentation or consents from the Company to access such information, the Company shall promptly provide, at the Company's expense, such additional documentation or consents as the Locality, the Authority, or VEDP may request. In accordance with Virginia Code Section 58.1-3122.3, VEDP is entitled to receive the Company's real estate tax, business personal property tax and machinery and tools tax information from the Locality's Commissioner of the Revenue.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority, or VEDP, may each require such other documentation, including invoices, or audits as may be required to properly verify the Capital Investment.

(b) *Verification of New Jobs and Wages:* The Company must submit a copy of its four most recent Employer's Quarterly Tax Report (Form FC-20) with the Virginia Employment Commission with the reports filed for the Initial Performance Date and the Subsequent Performance Date, as described in Sections 5(b) and (c). The forms shall be marked and considered confidential and proprietary and shall be used by VEDP solely for verifying satisfaction of the New Jobs Target. In accordance with Virginia Code Section 60.2-114, VEDP is entitled to receive the Company's employment level and wage information from the Virginia Employment Commission.

The Company agrees that it will report to the Virginia Employment Commission with respect to its employees at a facility-level, rather than at the company-level.

In addition to the verification data described above, in the sole discretion of the Locality, the Authority, or VEDP, the Locality, the Authority or VEDP, may each require such other documentation or audits as may be required to properly verify the New Jobs.

Section 7. Repayment Obligation.

(a) *Further Performance Target for the Maintenance of the New Jobs:* If, pursuant to Section 3(a), the Company received all \$162,500 of the COF Grant allocated to the New Jobs Target, the Company may have a repayment obligation if it has not Maintained the New Jobs from the Initial Performance Date through the Subsequent Performance Date. If the Company has received all of the proceeds of the COF Grant allocated to the New Jobs Target, but has not Maintained at least 113 New Jobs (90.4% of 125 the New Jobs Target) through the Subsequent Performance Date, the Company shall repay to the Authority that part of COF Grant that is proportional to the shortfall from the 125 New Jobs Target. For example, if at the Subsequent Performance Date, only 75 New Jobs have been Maintained (reflecting achievement of 60% of the New Jobs Target), the Company shall repay to the Authority \$65,000, reflecting 40% of the COF Grant proceeds that it received allocated to the New Jobs Target.

(b) *Repayment:* The Company shall be liable for any repayment of all or a portion of the COF Grant, as described in this Section 7. ***Such repayment shall be due from the Company to the Authority within ninety days of the Subsequent Performance Date.*** Any moneys repaid by the Company to the Authority hereunder shall be repaid by the Authority to the Locality and shall be repaid by the Locality promptly to VEDP for redeposit into the Commonwealth's Development Opportunity Fund. The Locality and the Authority shall use their best efforts to recover such funds, including legal action for breach of this Agreement. Neither the Locality nor the Authority shall have any responsibility for the repayment of any sums payable by the Company hereunder unless said sums have been received by the Authority from the Company.

(c) *Failure to Repay:* If any repayment due pursuant to this Section 7 is not made by the Company when due, the Board of Directors of VEDP (the "Board") may determine that further collection action is required, and the Board may refer the matter to the Office of the Attorney General (the "OAG") for collection pursuant to Section 2.2-518 of the Virginia Code. In such event, by their signatures below, the Locality and the Authority will be deemed to have assigned to the Commonwealth all of their rights, title and interest in and to this Section 7. In any matter referred to the OAG for collection, the Company shall be liable to pay interest, administrative charges, attorney fees and other applicable fees. Interest on any outstanding repayment referred to the OAG shall accrue at the rate set forth in Section 6.2-301 A. of the Virginia Code (currently 6.0% per year) for the period from the Subsequent Performance Date until paid.

Section 8. Notices.

Formal notices and communications between the Parties 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 utilizing 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:

Speyside Bourbon Cooperage, Inc.
P. O. Box 509
960 East Main Street
Jackson, Ohio 45640
Facsimile: _____
Email: _____
Attention: Darren Whitmer, General
Manager

with a copy to:

TFF Group

Facsimile: _____
Email: _____
Attention: _____

if to the Locality, to:

County of Smyth, Virginia
121 Bagley Circle, Suite 100
Marion, Virginia 24354
Facsimile: 276.783.9314
Email: mcarter@smythcounty.org
Attention: Michael L. Carter, County
Administrator

with a copy to:

County of Smyth, Virginia

Facsimile: _____
Email: _____
Attention: _____

if to the Authority, to:

Smyth-Washington Industrial Facilities
Authority

Facsimile: _____
Email: _____
Attention: _____

with a copy to:

Economic Development Authority of the
County of Smyth, Virginia

Facsimile: _____
Email: _____
Attention: _____

if to VEDP, to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219

with a copy to:

Virginia Economic Development Partnership
One James Center, Suite 900
901 East Cary Street
Richmond, Virginia 23219

Facsimile: 804.545.5611
Email: moret@vedp.org
Attention: President and CEO

Facsimile: 804.545.5611
Email: smcninch@vedp.org
Attention: General Counsel

Section 8. Miscellaneous.

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement among 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 Locality, the Authority 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 City of Richmond, 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:* Except as provided in Section 7(c), 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 date first written above.

COUNTY OF SMYTH, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

**SMYTH-WASHINGTON INDUSTRIAL
FACILITIES AUTHORITY**

By _____

Name: _____
Title: _____
Date: _____

[TFF GROUP]

By _____
Name: _____
Title: _____
Date: _____

**VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP
AUTHORITY**

By _____
Name: _____
Title: _____
Date: _____

Chilhowie District Supervisor R. Curtis Rhea made a motion to approve the agreement as presented.
Rye Valley District Supervisor Rick K. Blevins seconded the motion.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 7:48 PM Michael Carter, County Administrator presented the following Resolution concerning Temporary Detention Order Transportation as shown below. Mr. Carter stated this was to help in aiding the Smyth County Sheriff's Department with transports, and has the support of Sheriff Chip Shuler.

RESOLUTION CONCERNING TEMPORARY DETENTION ORDER (TDO) TRANSPORTATION

Whereas, safe, recovery-oriented transportation is a critical need for individuals involved in the civil commitment process, offering a less traumatizing experience and facilitating more positive outcomes for individuals and their families; and

Whereas, historically, within the civil commitment process, law enforcement has provided transportation to inpatient facilities, in addition to providing a constant presence throughout the crisis evaluation process; and

Whereas, the current system of law enforcement providing transportation for ECO's and TDO's is an unfunded mandate and results in undue financial and operational challenges to local municipalities and creates additional stress and trauma for the individual and the families of the person being transported by law enforcement; and

Whereas, the current system creates a risk to maintaining safe communities by reducing the number of hours in which officers are patrolling their communities due to the TDO/ECO transport duties, and creates an increased risk to those being transported because they are often alone in the back of a patrol car without proper monitoring of physiological and psychological symptoms while in transport, in some cases for up to six hours; and

Whereas, In 2009, legislation was passed allowing magistrates to designate someone other than law enforcement to provide transportation under an Emergency Custody Order (ECO) or a Temporary Detention Order (TDO) if this could be accomplished safely, and it's perceived that alternative transportation would have a substantial positive impact on individuals, families, and law enforcement, by allowing law enforcement to focus on their primary responsibilities, and by de-stigmatizing and promoting a more recovery-oriented civil commitment process;

NOW, THEREFORE BE IT RESOLVED, this 14th day of August, 2018, The Smyth County Board of Supervisors requests the Virginia Legislature continue to develop, and adequately fund, an alternative transportation system for individuals involved in the civil commitment process, recognizing the demographic and geographical challenges that rural areas in Virginia have concerning travel distances, the effect those challenges have on the emotional and financial impact of the families, and the financial distress incurred by all parties involved; and

Be it further resolved that the Virginia Legislature review and grant an exemption for the Southwest Virginia Mental Health Institute from the "place of last resort" requirement under current law; recognizing that it is centrally located, and imminently qualified, to serve as a front line regional detention center for the civil commitment process, and that increasing the capacity at Southwest Virginia Mental Health Institute through increased state and local financial support would ultimately result in cost savings to the overall mental health arena.

SIGNED:

ATTEST:

M. Todd Dishner, Chair

Michael L. Carter, County Administrator

North Fork District Supervisor Phil Stevenson made a motion to adopt the Resolution as presented.
Chilhowie District Supervisor R. Curtis Rhea seconded the motion.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 7:56 PM Michael Carter, County Administrator presented the following recommendations from the Budget Committee.

Item #1: It is the Committee's recommendation to approve the engagement letter for auditing "pre-work" from Hicok, Brown and Company, with a not to exceed amount of \$20,000.00 for Smyth County and \$3,500.00 for the EDA.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #2: It is the Committee's recommendation to approve the budget amendment as shown below for the Smyth County School Board. This will allow for two (2) Capital improvement projects, one at Smyth Career and Technology Center to upgrade the heating system and one at Marion Senior High School Cafeteria for window replacement. Also, this will allow for the purchase of new textbooks needed for the School System. Budget Amendment of \$235,275.00 will increase the FY2018-2019 from \$87,634,888.00 to \$87,870,163.00.

AMENDMENT:

REVENUE:	AMOUNT:
009-022000-0001 Local Funds Transfer	\$135,275.00
37-011010-0001 School Textbook Fund	\$100,000.00

EXPENSE:	AMOUNT:
009-099990-5804 Facilities	\$135,275.00

37-099990-5701 School Textbook Fund

\$100,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #3: It is the Committee's recommendation to award the bid for a 40-yard container for the Solid Waste Department to Baker's Waste Equipment in the amount of \$6,859.00.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #4: It is the Committee's recommendation to approve the purchase of four (4) 2018 Ford Explorers, at a total cost of \$118,703.70 to be paid from the Police Activity Fund 744, for use by the Smyth County Sheriff's Department.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #5: It is the Committee's recommendation to approve the grant submission to DCJS for two (2) additional School Resource Officers. The grant will be for a period of one year and could require an in-kind match, which would be a vehicle for each Officer.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #6; It is the Committee's recommendation to allow Mr. Carter to notify any part-time and/or full-time employees and current Smyth County Board members concerning any delinquent taxes that are currently owed. The notification would include a deadline of August 31, 2018 requesting the balance be paid in full or further action would be taken.

After consideration, the motion PASSED by the following vote:


AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Royal Oak District Supervisor Judy Wyant requested the delinquent tax information be provided to any Board member that may request the information.

 8/14/2018 8:13 PM Chilhowie District Supervisor R. Curtis Rhea brought forward a recommendation from the Solid Waste Committee. It is the Committee's recommendation to approve the financing rate of 3.19% from BB&T for the purchase of trucks by the Solid Waste Department.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

 8/14/2018 8:15 PM Scott Simpson, Assistant County Administrator presented the following recommendations from the Water Sewer Committee.

It is the committee's recommendation to approve the following for the East County Source Development:

Item #1; Continue working with Wythe County on the Joint application to the MRPDC for a PER evaluation of the interconnection and utilize the \$11,880.00 of Mt. Rogers Planning District Commission Grant funds in hand to determine the upgrades and improvements needed to the Hutton Branch treatment plant; which could allow for an increased permitted capacity as well as a more reliable operation.

Apply for a \$30,000.00 SEARCH Grant from Rural Development to provide for a formal evaluation of overall line extensions, upgrades, and other water sources in the area such as the Scott Spring and potentially a large spring near Exit 54.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #2; It is the committee's recommendation to approve the following for the West County Source Development:

Utilize \$20,000.00 of an Engineering Grant previously awarded and \$67,900.00 of the Mt. Rogers Planning District Commission construction grant funds to ream, develop, drawdown, and seek permitting of the well located on the EDA property at the West end of Chilhowie.

After the above process, apply for another \$30,000.00 SEARCH Grant from Rural Development to provide for a formal evaluation of overall line extensions, and incorporation of this well source to supply the Cleghorn system.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.

Item #3: It is the Committee's recommendation to approve the following new grant applications:

MRPDC Technical Assistance	\$20,000.00	Engineering PER Wythe County Interconnection Evaluation
MRPDC Technical Assistance	\$20,000.00	Design Assistance for Daywood Lane Water Extension
MRPDC Construction Funds	\$25,000.00	Water Correlator Device and Services
MRPDC Construction Funds	\$100,000.00	Grubmore Water Extension
MRPDC Construction Funds	\$75,000.00	Daywood Water Extension
MRPDC Construction Funds	\$60,000.00	Small Sewer Line extension in the Atkins Area

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Saltville District Supervisor Roscoe D. Call.



8/14/2018 8:38 PM Supervisor Comment Time:

Rye Valley District Supervisor Rick K. Blevins thanked those in attendance of the meeting.

Atkins District Supervisor Charles Atkins commented on the information provided in the Water/Sewer Committee meeting minutes concerning the Water/Sewer Departments operating budget and how the information will reflect within the County Audit.

Chilhowie District Supervisor R. Curtis Rhea asked what the process was to request VDOT look at a maintenance issue with a road in his district. Mr. Dishner stated that a maintenance form should be filled out and sent to VDOT.

Park District Supervisor M. Todd Dishner stated the he had received a letter from Speyside Bourbon Cooperage LLC. and read it for the record. Mr. Dishner also stated he appreciated all the hard work that Michael Carter, County Administrator had done with handling the project for Smyth County.



8/14/2018 8:43 PM Chairman, Park District Supervisor M. Todd Dishner continued the meeting to August 23, 2018 at 7:00 P.M.

The Smyth County Board of Supervisors held its continued meeting at 7:00 p.m., **Thursday, August 23, 2018**. 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, Park District Supervisor M. Todd Dishner; Vice-Chairman, Rye Valley District Supervisor Rick K Blevins; Saltville District Supervisor Roscoe D Call; North Fork District Supervisor Phil Stevenson; Chilhowie District Supervisor R. Curtis Rhea; Atkins District Supervisor Charles Atkins; Royal Oak District Supervisor Judy Wyant (7)

North Fork District Planning Commissioner Norman Sparks; Park District Planning Commissioner Joel Pugh; Chilhowie District Planning Commissioner Graham Davidson Jr.; Rye Valley District Planning Commissioner Paul D. Shepherd; Atkins District Planning Commissioner Hazel Wagoner, Royal Oak District Planning Commissioner Tony Dean; Saltville District Supervisor David Spence (7)

ABSENT: None.

STAFF: County Administrator Michael Carter; Assistant County Administrator Scott Simpson; Building & Zoning Administrator Clegg Williams; Administrative Assistant Sarah Parris; Administrative Assistant Kelly Woods; County Attorney Jeff Campbell (6)

Others Present: Stephanie Porter Nichols, Smyth County News and Messenger and several citizens were present.

Chairman of the Board of Supervisors, M. Todd Dishner and Norman Sparks Chairman of the Planning Commission, called the joint public hearing to order. Michael Carter, County Administrator read the advertisement as placed in the Smyth County News and Messenger.

BEFORE THE SMYTH COUNTY BOARD OF SUPERVISORS AND SMYTH COUNTY PLANNING COMMISSION

The Smyth County Board of Supervisors and the Smyth County Planning Commission will conduct a joint public hearing on Thursday, August 23, 2018, at 7:00 P.M. or as soon after 7:00 P.M. as an application may be heard, in the Smyth County Office Building, 121 Bagley Circle, Marion, Virginia, to consider the following application(s) to the Zoning Ordinance of Smyth County, Virginia:

An application from Cregger and Taylor, which has been forwarded to the Board of Supervisors of Smyth County, Virginia, requesting an amendment to the official Zoning Map at Marion, Virginia, to rezone approximately 3.2 acres from Agricultural/Rural to Commercial. The Smyth County Comprehensive Plan does not identify a density range and the general usage of this property has most recently been vacant. The property is located

at 2790 Lee Highway in Marion, Virginia, and is identified as the western portion of Tax Map No. 56F-1-34, and 56F-1-35 and all of Tax Map No. 56F-1-33 and can be found within Grid No. 5487 of the State Plane Grid Index.

An application from Sime Nursery Inc., which has been forwarded to the Board of Supervisors of Smyth County, Virginia, requesting an amendment to the official Zoning Map at Marion, Virginia, to rezone approximately 228.31 acres from Residential to Agricultural/Rural. The Smyth County Comprehensive Plan does not identify a density range and the general usage of this property has most recently been vacant. The property is located on Walkers Creek Road in Marion, Virginia, and is identified as Tax Map No. 33-A-5A and can be found within Grid No. 5489 of the State Plane Grid Index.

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

Copies of the application(s) along with their maps/drawings are on file in the Office of the County Administrator of Smyth County. Copies are also maintained by the County Zoning Administrator at the address given above, and may be viewed during regular business hours Monday through Friday.

In compliance with the Americans with Disabilities Act, persons requiring special assistance to attend and participate in this hearing should contact Clegg Williams, ADA Coordinator, at (276) 706-8315 at least 48 hours prior to the hearing.

Done by order of the Board of Supervisors and the Planning Commission.

Michael L. Carter, County Administrator

Norman K. Sparks, Chairman of the Planning Commission

Michael Carter, County Administrator read the rules relating to Public Hearings.

Clegg Williams, Building and Zoning Administrator explained Cregger and Taylor's request for the rezoning, stating they would like to expand their mini-storage business on the western portion of Tax map number 56F-1-34 and 56F-1-35 and all of tax map number 56F-1-33.

Mr. Taylor was present to answer any questions by the Board of Supervisors or Planning Commission.

No one chose to speak concerning this application.

Clegg Williams, Building and Zoning Administrator explained Sime Nursery's request for the rezoning of a piece of property identified as tax map number 33-A-5A, located in Walkers Creek. Mr. Williams stated the owners could not be present for the meeting, and read a letter for the record that stated the intended use of the property. In the letter, Mr. Sime stated the property would be used for personal hunting, fishing, and camping by himself and his family.

Mike Poston, 1671 Walker's Creek Road, Marion, Virginia, spoke and stated that he would like more clarification on the intended use of the property by Mr. Sime, because he felt the portion of the mountain that sits on the property is being destroyed.

No one else chose to speak concerning this application.

Board of Supervisors Chairman, Park District Supervisor M. Todd Dishner and Planning District Commission Chairman Norman Sparks closed the joint public hearing.



8/23/2018 7:28 PM Chairman, Park District Supervisor M. Todd Dishner opened Citizens Time.

Frances Dewtiller, 744 Meadow Drive Marion, Virginia, spoke and stated she would like to see the Library Board restored to a seven (7) member Board, where each district is equally represented.

Charles Buchanan, 5732 Valley Road Saltville Virginia, expressed his concerns with the Smyth County Public Library's literature content and director. Mr. Buchanan also stated, in his opinion, citizens don't feel welcome to attend Board meetings and express any concern they may have. Mr. Buchanan went on to state other concerns he has with the members of the Board of Supervisors.



8/23/2018 7:41 PM With no one else wishing to speak, Chairman, Park District Supervisor M. Todd Dishner closed citizens time.



8/23/2018 7:41 PM Michael Carter, County Administrator brought forward a recommendation from the Budget Committee. It is the Committee's recommendation to approve the grant award for two (2) Highway Safety Grants to do selective DUI enforcement and speed control in Smyth County. One in the amount of \$7,280.00 and the second one in the amount of \$3,500.00.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
Saltville District Supervisor Roscoe D. Call,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 8/23/2018 7:44 PM Royal Oak District Supervisor Judy Wyant excused herself from the meeting.

A motion was made by Rye Valley District Supervisor Rick K. Blevins to enter into closed session under Code of Virginia, Section 2.2-3711 – **Code of Virginia, Section 2.2-3711 A.1; Personnel Matters; Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body and A.5; Industrial/Business Prospects; discussion concerning a business or industry considering expansion with no previous announcement being made.** North Fork District Supervisor Phil Stevenson seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
Saltville District Supervisor Roscoe D. Call,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins and
Chilhowie District Supervisor R. Curtis Rhea.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor Judy Wyant.

It was moved by Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Phil Stevenson, to adopt the following resolution certifying the business conducted in closed session as follows:

RESOLUTION

CERTIFICATION OF CLOSED SESSION

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

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such a meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the 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, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
Saltville District Supervisor Roscoe D. Call,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins and
Chilhowie District Supervisor R. Curtis Rhea.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor Judy Wyant.

 8/23/2018 8:50 PM Kelly Woods, Administrative Assistant updated the Board of Supervisors concerning the nuisance suspension for a property located at 5432 Sugar Grove Highway, Sugar Grove, Virginia. The current property owner has sent pictures of the progress made to date on the property. After further discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to remove the nuisance declaration that had been placed on the property. North Fork District Supervisor Phil Stevenson seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,
Saltville District Supervisor Roscoe D. Call,
North Fork District Supervisor Phil Stevenson,
Atkins District Supervisor Charles Atkins and
Chilhowie District Supervisor R. Curtis Rhea.

NAYS: None.

ABSTAINERS: None.

ABSENT: Royal Oak District Supervisor Judy Wyant.

 8/23/2018 8:52 PM Meeting was adjourned.



Smyth County Planning Commission

121 Bagley Circle, Suite 120, Marion, VA 24354
Phone (276) 706-8316 Fax (276) 783-9314

Hazel Wagoner, Atkins District
Graham Davidson Jr., Chilhowie District
Norman Sparks, North Fork District
Joel Pugh, Park District
Tony Dean, Royal Oak District
Paul Shepherd, Rye Valley District
David Spence, Saltville District
Clegg Williams, Zoning Administrator
Sarah Parris, Administrative Assistant

To: Michael L. Carter
From: Clegg Williams *CW*
Date: August 30, 2018
Subject: Recommendations from Planning Commission

At the joint public hearing on Thursday, August 23, 2018, the following motions were rendered:

Cregger and Taylor – Map Amendment: Commissioner Joel Pugh made a motion to recommend approval of Cregger and Taylor's request for a Map Amendment to the Official Zoning Map of Smyth County, Virginia, from Agricultural/Rural to Commercial (Western portion of Tax Map No. 56F-1-34 and 56F-1-35 and all of Tax Map No. 56F-1-33) Commissioner David Spence seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Sparks, Spence, Wagoner, Shepherd, Pugh, Davidson Jr., Dean
NAYS: None.
ABSTAINERS: None.
ABSENT: None.

Sime Nursery, Inc. – Map Amendment: Commissioner Tony Dean made a motion to recommend approval of Sime Nursery's request for a Map Amendment to the Official Zoning Map of Smyth County, Virginia, from Residential to Agricultural/Rural (Tax Map No. 33-A-5A) Commissioner Hazel Wagoner seconded the motion.

After consideration, the motion PASSED by the following vote:

AYES: Sparks, Wagoner, Shepherd, Spence, Dean
NAYS: Pugh, Davidson Jr.
ABSTAINERS: None.
ABSENT: None.

Dear Smyth County Planning Commission and Board of Supervisors,

I would like to take this opportunity to once again apologize for not being able to attend the meeting last week.

As a follow up to the first rezoning meeting, I am writing to clarify any questions. As I stated earlier, for financing purposes only, I purchased the property in my company's name. That and the fact I have no intention on developing the property into a residential subdivision are the reasons I have requested it to be rezoned to Agricultural/Rural. I know there was some question of equipment being moved in, and yes I have moved some equipment onto the property in an effort to build a road for a future camping location. While constructing the road I have moved some stone around for use on the property and used some for my personal use. Running equipment is one of my hobbies and allows me to get away from the everyday hustle and bustle. I fully understand that if, in the future, I want to remove stone from my property I will need to work closely with DMME and Zoning. In addition, the property has always been gated and the neighbors have always had access with their own key. Several times while I was looking at the land and several times since I purchased it I have run into people hunting and riding four wheelers. This is the purpose for keeping the gates locked.

Once again, thank you for considering my request.

Sincerely,

Tyler Sime



Smyth County Board of Supervisors

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

Michael L. Carter
County Administrator

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

September 11, 2018

Virginia Department of Health
Division of Disease Prevention
Comprehensive Harm Reduction Program
109 Governor Street, 3rd Floor
Richmond, VA 23219

To Whom It May Concern:

I am writing to express my agency's support for the comprehensive harm reduction program proposed in Smyth County, to be administered by the Mount Rogers Health District. There is a significant substance abuse problem in Smyth County, which endangers first responders and the community as a whole. This program will address the need to provide not only syringe services, but to offer a point of contact for people who use drugs to provide a wide range of services, include HCV and HIV testing, as well as a variety of vaccinations, referral for substance abuse treatment services, referral for social services, birth control options, and referral to medical care.

Sincerely,

Michael L. Carter
Clerk, Smyth County Board of Supervisors

Saltville District
Roscoe D Call

North Fork District
Phil Stevenson

Chilhowie District
R. Curtis Rhea

Park District
M Todd Dishner

Atkins District
Charles Atkins

Royal Oak District
Judy Wyant

Rye Valley District
Rick K Blevins

The Honorable Terry G. Kilgore
Chairman

The Honorable Frank M. Ruff
Vice Chairman



701 E. Franklin Street, Suite 501
Richmond, Virginia 23219

804-225-2027 [Phone]
1-877-807-1086 [Toll Free]
804-786-3210 [Fax]
www.tic.virginia.gov

TOBACCO REGION REVITALIZATION COMMISSION

August 1, 2018

Mr. Michael Carter
SMYTH COUNTY BOARD OF SUPERVISORS
1212 Bagley Circle, Suite 100
Marion, VA 24354

Re: Tobacco Regional Opportunity Fund Performance Agreement
dated 8/1/18 among the Virginia Tobacco Commission, Smyth County
Board Of Supervisors, Speyside Bourbon Cooperage, Inc. (#3451)

Dear Mr. Carter:

On behalf of the Virginia Tobacco Commission, I hereby confirm that your request for a grant under the Tobacco Region Opportunity Fund has been approved in the amount of \$415,000 to assist Speyside Bourbon Cooperage, Inc. in locating or expanding a facility in Smyth County. This approval is based upon your request received 7/12/18 indicating that Speyside Bourbon Cooperage, Inc. will create at least 125 new jobs and invest at least \$26,000,000 in the County.

Enclosed please find a document entitled *Performance Agreement*. Read it carefully as it contains the terms under which the grant is approved. Please pay close attention to Exhibit C where projects funded by Commission grants are subject to a revenue-sharing agreement between the Commission and locality. This revenue sharing component will permit the Commission to receive a portion of the locality's return on investment via the local tax revenue generated by a grant-funded operation.

Please have the agreement executed in triplicate and mail all originals to me. Thereafter, disbursement can be made upon your written request. Also enclosed is IRS Form W-9, which I ask that the County complete and return to us together with the three signed *Performance Agreements*.

Please be advised that this approval expires if the executed *Performance Agreements* are not delivered to the Commission within 90 days from the date of this letter. The *Performance Agreements* call for certain job and investment goals to be met within a certain time period. **In the event that these goals are not met, the County will be liable to the Commission for a refund of part, if not all, of the Grant.**

In addition, the Commission requires that any announcement regarding this grant be made only with prior authorization from the Commission. Your contact for this is Jordan Butler at jbutler@revitalizeva.org or 804.225.2027 and he requires at least 48 hours notice.

Please know that I appreciate your efforts on behalf of your community and that it is our pleasure to participate with you in meeting your economic objectives.

Sincerely,

A handwritten signature in black ink, appearing to read 'Evan', with a stylized flourish extending to the right.

Evan Feinman
Executive Director

Enclosures

PERFORMANCE AGREEMENT

This Performance Agreement (this "Agreement") is made and entered into this 1st day of August, 2018, by and among the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), the SMYTH COUNTY BOARD OF SUPERVISORS (the "Grantee"), a political subdivision of the Commonwealth, and SPEYSIDE BOURBON COOPERAGE, INC., a Ohio corporation, (the "Company") whose Federal Employer Identification Number is 83-1050842.

WITNESSETH:

WHEREAS, the Grantee has been selected to receive a grant in the amount of \$415,000 (the "Grant") from the Commission for the Grantee's use in inducing the Company to construct or locate taxable assets and employ persons in Smyth County (the "Locality"); and

WHEREAS, the Grantee has indicated its desire to tender the Grant to the Company for its use and benefit, provided that the Company commits to the achievement of certain goals relating to employment and the construction or location of taxable assets in compliance with the terms hereof; and

WHEREAS, the Commission, the Grantee and the Company desire to set forth their understanding and agreement as to the use of the Grant, the obligations of each party hereto, the conditions under which the Grant must be repaid, and the obligations of each party hereto in the Event of Default (as defined herein); and

WHEREAS, the Commission has determined that the approval and funding of the Grant constitutes a valid public purpose for the expenditure of public funds and is consistent with and in furtherance of the Commission's public purposes as outlined in Section 3.2-3100, *et. seq.* of the *Code of Virginia* of 1950, as amended;

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 hereto hereby represent, warrant, covenant, and agree as follows:

Section 1. Disbursement of the Grant

After receipt by the Commission of this Agreement fully executed by all parties hereto, and provided that the Grantee is not in default on its obligations to the Commission as of the date first written above, the Commission shall disburse the Grant to the Grantee on one of the following schedules to be selected by the Grantee:

Schedule 1 – In Arrears. Not more than two (2) installments as requested by the Grantee in writing at such times as the Grantee may elect, subject to the reasonable approval of the Commission. The amount of each disbursement shall be limited to that portion of the Grant which has been earned by the Company based upon information described in Section 5 or 6 of this Agreement, as applicable, when the same is delivered to and approved by the Commission in its sole discretion.

Schedule 2 – In Advance. Not more than two (2) installments as requested by the Grantee in writing at such times as the Grantee may elect, subject to the reasonable approval of the Commission. The amount of each disbursement shall **not** be limited to that portion of the Grant which has been earned by the Company; however, each such disbursement shall only be made after the Grantee Certification attached hereto as **Exhibit B** has been completed by the Grantee and delivered to and approved by the Commission in its sole discretion.

Fifty percent (50%) of the Grant is allocated for the Company's taxable asset obligation set forth in Section 4 of this Agreement and fifty percent (50%) of the Grant is allocated for the Company's employment obligation set forth in Section 3 of this Agreement. Unless otherwise agreed to in writing by all parties to this Agreement, Grantee shall disburse all Grant proceeds to the Company or for the Company's benefit within 30 days of receipt of Grant proceeds from the Commission or return the undisbursed proceeds to the Commission.

Section 2. Grant Restrictions and Conditions

Under this Agreement, the Commission places no restriction on the use of the Grant proceeds by the Company, and imposes no conditions beyond those described herein. Should any such restrictions or conditions be imposed by the Grantee, the same shall be described in **Exhibit A**, which shall be attached hereto and made a part hereof, but which shall be binding upon the Company only if signed thereon by an authorized representative of the Company. The Grantee shall be responsible for enforcement of any restrictions or conditions described in said **Exhibit A**.

Section 3. Employment Obligation

The Company shall employ* at least 125 persons in the Locality with a quarterly aggregate payroll of at least \$942,906.25. Said employment and payroll will be in addition to those already employed in the Locality by the Company and paid during the calendar quarter ending on *June 30, 2018*, hereinafter called the "Base Quarter." Persons employed by the Company in the Locality shall be counted as employed hereunder only to the extent that they (a) exceed the aggregate number of employees at all Company locations within the Commonwealth of Virginia during the Base Quarter, and (b) are not counted as fulfillment of any other employment obligation made to the Commission by the Company under any other agreement.

Section 4. Obligations Regarding Taxable Assets

The Company shall locate or construct taxable assets in the Locality having an assessed value of at least \$26,000,000, as determined by the Locality's Commissioner of Revenue ("COR"). If the Locality elects to arrange for reimbursement to the Company of all, or any portion of, the tax paid by the Company on said taxable assets, or elects to waive all or any portion of such tax liability, the Company's aforementioned obligation to locate or construct taxable assets in the Locality shall not be waived or reduced. The Company shall receive credit for the value of all taxable assets so determined by the COR, notwithstanding the local taxing authority's election to waive or refund the taxes so levied. Said taxable assets will be in addition to

*For purposes of this Agreement the number of persons "employed" means the number of persons who received pay in any given quarter and is calculated by adding together the number of persons who received pay in each month of the quarter and dividing that sum by three (3).

those counted in fulfillment of any other taxable asset or capital investment obligation made to the Commission by the Company under any other agreement. If the Company is exempt from the payment of property taxes on certain assets by state law, the Company shall not be entitled to receive or keep any portion of the Grant allocated to its investment in those certain assets.

Section 5. Determination of Performance - Employment

In order to earn the Grant, the Company must meet its employment obligations hereunder not later than thirty-six (36) months after the end of the Base Quarter. The Company's employment obligations will be deemed to have been fully met when it can document any three (3) consecutive calendar quarters after the Base Quarter in which:

- (i) the average number of employees who received pay from the Company during each of those three (3) consecutive quarters exceeds the average number of employees who received pay in the Base Quarter by at least the number promised in Section 3 above, AND
- (ii) the total wages paid by the Company to employees in each of those three quarters exceed the wages paid by the Company to employees in the Base Quarter by at least the amount promised in Section 3 above, AND
- (iii) all such employees worked in the Locality, AND
- (iv) all Company employees in Virginia have been reported to the Virginia Employment Commission ("VEC") in accordance with VEC regulations. The Company's failure to satisfy such requirements shall be a breach hereof, and shall constitute an Event of Default hereunder by the Company. Employment gains by the Company in the Locality that are offset by employment losses elsewhere in Virginia shall not be counted as employment hereunder.

All determinations of performance made under this Section 5 shall be based upon reports made by, or on behalf of, the Company to the VEC including but not limited to *VEC Form FC-20 Employer's Quarterly Tax Report* and *O.M.B. Form No 1220-0134 Multiple Worksite Report - BLS 3020* (or any successor forms designated by VEC, or accepted by VEC in lieu thereof). If such tax filings include Company employees who did not work in the Locality, it shall be the duty of the Company to provide additional information sufficient to identify those employees who did work in the Locality. Employees of control affiliates (e.g., subsidiary companies, parent companies, entities under common ownership or control) or employees of independent contractors hired by the Company shall not be counted as employees of the Company in fulfillment of its promise hereunder UNLESS such entities and their relationship to the Company are disclosed to and approved by the Commission in writing, AND such entities supply the Commission with the same employment documentation as described herein. Employees of temporary employment agencies ("temps") who are assigned to work for the Company in the Locality shall not be counted UNLESS evidenced by letter from the temporary employment agency setting forth the number of man-hours so assigned during the Base Quarter and the 36 months immediately following the Base Quarter. Such man hours shall be credited to the Company's job-creation obligation at the rate of one job for one quarter for every 520 man hours evidenced by such letter.

*The number of persons who received pay in any given quarter is calculated by adding together the number of persons who received pay in each month of the quarter and dividing that sum by three (3).

Section 6. Determination of Performance – Taxable Assets

In order to earn the Grant, the Company must meet its taxable asset obligations hereunder not later than thirty-six (36) months after the Base Quarter. Company assets located, constructed, or leased in the Locality prior to the Base Year will not be counted in fulfillment of the Company's taxable asset obligation. For purposes of this Agreement, the calendar year that includes the Base Quarter shall be called the "Base Year."

Leased assets not on record with the COR in the name of the Company will be counted in fulfillment of the Company's taxable asset obligation only if a copy of the lease is submitted to the Commission indicating that the asset(s) under lease meet the other requirements listed above and were not leased from the Locality or its control affiliates at a substantial discount from market rates.

The Company's achievement toward meeting its taxable asset obligation shall be based on asset values assessed by the COR for the Locality and shall be the sum of the following:

- a. the highest real property assessed value of record for any one of the three years, less and except the assessed value prior to the Base Year, PLUS
- b. the first personal property assessed value for each asset first appearing of record during the three calendar years following to the Base Year.

The Commission shall rely upon the information described above as the same is reported to the Commission by the COR in writing, without exception.

Taxable assets owned by subsidiary companies, related entities, or entities under common ownership or control shall not be counted as taxable assets of the Company in fulfillment of its taxable asset obligation hereunder UNLESS such entities and their relationships to the Company are disclosed to and approved by the Commission in writing, AND such entities supply the Commission with the same taxable assets documentation as described herein.

Section 7. Verification of Performance

The Company hereby expressly grants its consent for (a) the COR for the Locality to release to the Tobacco Commission or the Grantee records necessary to disclose the information required in this Section, and (b) the Virginia Employment Commission to release to the Tobacco Commission all Company employment records of any kind held by the Virginia Employment Commission.

If any of the taxable assets described in Section 4 have been acquired or improved on behalf of the Company by a lessor, the Company shall be responsible for gathering and reporting to the Commission information regarding the taxable assets acquired or improved by the lessor on behalf of the Company.

Section 8. Events of Default

If any of the following should occur within the thirty-six (36) month period after the end of the Base Quarter, it shall constitute an "Event of Default" and the Commission may, at its election, accelerate the

Company's obligation to repay the portion of the Grant that has not been earned as of the date of the Event of Default:

- a. The Company applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Company as bankrupt or insolvent or approving a petition seeking reorganization of the Company or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets which remains undismissed, undischarged or unstayed for a period of forty-five (45) days;
- b. The Company ceases to be of record and in good standing with the Virginia State Corporation Commission, and such failure is not cured within sixty (60) days from notice thereof, unless Company obligations hereunder have been assumed by another entity and that assumption was approved by the Commission and the Grantee;
- c. The Company fails, for reasons other than an Event of Force Majeure (as defined herein), to fulfill at least twenty-five percent (25%) of either its employment obligation described in Section 3 above or its taxable asset obligation described in Section 4 above within eighteen (18) months after the end of the Base Quarter;
- d. The Company's employment level is less than 75% of that found in the Base Quarter in more than 2 calendar quarters following the Base Quarter;
- e. The Company fails to provide verification to the Commission as described in Section 7, within sixty (60) days from a written request from the Commission; or
- f. The Company closes its business in the Locality for a period of more than thirty (30) days during the thirty-six (36) months following the Base Quarter.

Section 9. Repayment Obligation

In the event that the Company does not meet its obligations hereunder within thirty-six (36) months after the end of the Base Quarter, or an Event of Default occurs, the Company shall repay to the Grantee the unearned portion of the Grant that has been received by the Company, which is calculated as follows:

- a. A minimum increase in taxable assets is required before **any** portion of the Grant is earned by the Company, hereinafter called the Minimum Investment Requirement. The Minimum Investment Requirement is (a) \$1.0 million if the taxable asset obligation described in Section 4 hereof is higher than \$1.0 million **or** (b) one-half of the taxable asset obligation described in Section 4 hereof when listed as lower than \$1.0 million.
- b. Subject to the terms of Section 9.d. below, after exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to employment that is earned by the Company is determined by dividing the average number of employees receiving pay during the three consecutive quarters as determined in Section 5 above with the highest employee count by the number of jobs promised in Section 3.

- c. The method of computation set forth in Paragraph 9.b. above will be used only if the quarterly aggregate payroll for the three consecutive quarters described in Section 5 equals or exceeds that promised in Section 3. If that quarterly aggregate payroll is less than that promised in Section 3, the number of qualifying employees shall be reduced in proportion to the shortfall in quarterly aggregate payroll and the reduced number of employees shall be used to determine whether Company has satisfied its employment obligation hereunder.
- d. After exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to taxable assets that is earned by the Company is determined by dividing the greatest value of assets attested to by the COR under Sections 6 and 7 above by the taxable assets promised in Section 4.
- e. All unearned portions of the Grant shall be repaid by the Company to the Grantee not later than thirty (30) days after the date on which the Company is notified of the unearned amount. The Grantee agrees to remit the same to the Commission. Any refund owed by the Company to the Grantee hereunder shall immediately constitute an obligation of the Grantee to repay the Commission and such Grantee's obligation shall **not** be contingent upon successful collection of any amount from the Company. **The Grantee shall be liable for repayment to the Commission that portion of the Grant determined by the Commission to be due under the terms of this Section and hereby agrees to make such repayment without regard to whether Grantee has received repayment from the Company as further certified on Exhibit B attached hereto.**
- f. Interest shall accrue on unpaid balances at the rate of three percent (3%) per annum beginning on the 31st day after the Company is notified of the amount due.
- g. Monies due to the Locality pursuant to this Agreement, if any, shall be considered to be owed to the Treasurer for the Locality and subject to the Treasurer's statutory powers provided for in the Code of Virginia.
- h. If the Company does not meet its employment obligations or taxable asset obligations hereunder by the date which is thirty-six (36) months after the end of the Base Quarter because of an Event of Force Majeure (as defined herein), the date by which a requirement to meet such commitments shall be extended day-for-day for a period equal to the time elapsed during the Event of Force Majeure. "Event of Force Majeure" means any of the following: acts of God, strikes, lockouts, crime, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, draughts, or explosions.
- i. In the event the Commission is required to take legal action under this Agreement, the Grantee and the Company, jointly and severally, shall be liable for all of the Commission's costs expended for the administration and enforcement of this Agreement, including but not limited to reasonable attorney's fees and court costs.

Section 10. Acknowledgment and Notice

The Company and the Grantee each acknowledge and agree to its respective repayment obligation in accordance with this Agreement. Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail, undelivered) and addressed as follows:

if to the Company, to:

NAME: SPEYSIDE BOURBON COOPERAGE, INC.
ADDRESS: 6373 Lee Highway
Atkins, VA 24311
Attention: Darren Whitmer, General Manager

if to the Grantee, to:

NAME: SMYTH COUNTY BOARD OF SUPERVISORS
ADDRESS: 121 Bagley Circle, Suite 100
Marion, VA 24354
Attention: Mr. Michael Carter

if to the Commission, to:

NAME: TOBACCO REGION REVITALIZATION COMMISSION
ADDRESS: 701 East Franklin Street, Suite 501
Richmond, VA 23219
Attention: Evan Feinman, Executive Director

This Agreement constitutes the entire agreement between the parties hereto and 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 or obligations under this Agreement without the prior written consent of the Grantee and the Commission; provided that the Company shall have the right, without the consent of the Grantee or the Commission, to assign its rights (not its obligations) under this Agreement to any entity that controls, is controlled by, or is under common control with, the Company.

This Agreement is made, and intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of that state. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the Locality and such litigation shall be brought only in such court.

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. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the sole discretion of the

Commission, be voidable by the Commission or interpreted as in effect as if such unenforceable provisions were not included therein.

The Company hereby warrants that from the date of this Agreement until all obligations hereunder have been satisfied that it is, and will remain, registered and in good standing with the Virginia State Corporation Commission and that the Company is, and will remain, legally authorized to conduct business in the Commonwealth of Virginia.

The provisions of this Agreement are intended to and shall survive closing, the delivery of any deed or other instrument, and any other event. If this Agreement has not been executed by all parties hereto and returned to the Commission within 90 days from the date hereof, the Grantee's and the Company's rights to the Grant Proceeds shall automatically terminate.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective as of the date first written above.

TOBACCO REGION REVITALIZATION
COMMISSION

By: _____
Evan Feinman, Executive Director

Date: _____

SMYTH COUNTY BOARD OF SUPERVISORS

By: _____

Title: _____

Date: _____

SPEYSIDE BOURBON COOPERAGE, INC.

By: _____

Title: _____

Date: _____

Exhibit A

Grant Restrictions

Grantee Certification

The SMYTH COUNTY BOARD OF SUPERVISORS (the "Grantee"), a political subdivision of the Commonwealth, hereby certifies that (a) it unconditionally guarantees the Company's performance under and pursuant to the Performance Agreement (this "Agreement") dated as of August 1, 2018, by and among the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), the Grantee, and SPEYSIDE BOURBON COOPERAGE, INC., a Ohio corporation, (the "Company"), and (b) it holds collateral security from the Company sufficient to provide a secondary source of repayment in the event that the Company cannot or will not repay the unearned portion of the Grant (as defined in the Agreement) to the Commission. Such collateral security is described as follows:

The Grantee hereby acknowledges that the sufficiency of the collateral security for the Grant is the sole responsibility of the Grantee.

SMYTH COUNTY BOARD OF SUPERVISORS

By: _____

Title: _____

Date: _____

Revenue Sharing Addendum

The SMYTH COUNTY BOARD OF SUPERVISORS (the "Grantee"), a political subdivision of the Commonwealth, hereby guarantees to pay the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), an amount equal to 5% of all local tax revenue generated by the Grant described in the Performance Agreement (this "Agreement") dated as of August 1, 2018, by and among the, the Grantee, the Commission, and SPEYSIDE BOURBON COOPERAGE, INC., a Ohio corporation, (the "Company"). The total amount of Local tax revenue provided to the Commission shall be limited to 105% of the Grant amount.

"Local tax revenue" means the amount of taxes assessed by the Grantee to the Company under Title 58.1, Subtitle II of the *Code of Virginia*, including, but not limited to, real property taxes, business and occupational license taxes, machinery and tools taxes, and tangible personal property taxes.

"Generated by the Grant" means local taxes assessed on taxable property (personal and real) and activities built and/or generated by the Company in performance of its obligations in Section 3 and Section 4 of the Agreement. For new Companies, this shall be determined to be all applicable taxes generated by the Company. For expansions of existing Companies, this shall be all additional taxes above the tax year prior to the base year of this grant.

The amount of payment shall be calculated based on original assessments ("the Assessment") as issued to the Company by the Commissioner of the Revenue for Smyth County. Subsequent appeals or revised assessments shall be taken into consideration solely at the discretion of the Commission.

The payment obligation of Grantee under this Addendum is contingent upon receipt of tax payments by the Company.

The first payment is due and shall be made to the Commission within thirty (30) days of the due date found on the Company's tax assessment after the agreements are signed. Extensions to this date may be made at the sole discretion of the Commission.

In the event of a repayment obligation pursuant to Section 9 of the Agreement, any payments by Grantee to the Commission under this Addendum shall be credited to the Grantee.

Exhibit C cont.

The Company hereby expressly grants its consent for the Commissioner of the Revenue for Smyth County to release to the Commission records of all local tax assessments made to the Company for all tax periods including and beginning after August 1, 2018.

TOBACCO REGION REVITALIZATION
COMMISSION

By: _____
Evan Feinman, Executive Director

Date: _____

SMYTH COUNTY BOARD OF SUPERVISORS

By: _____

Title: _____

Date: _____

SPEYSIDE BOURBON COOPERAGE, INC.

By: _____

Title: _____

Date: _____

A meeting of the Smyth County Budget Committee was held at the County Office Building on Thursday, August 23, 2018 at 6:00 P.M.

Committee Members Present:

Park District Supervisor M. Todd Dishner, Chairman
Rye Valley District Supervisor Rick K. Blevins
Chilhowie District Supervisor R. Curtis Rhea

Staff Members Present:

Michael Carter, County Administrator
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant

Others Present:

Gabe Johnson, Grants Administrator, Smyth County Sheriff's Department

****The first item will be for consideration at the Board meeting on Thursday, August 23, 2018 the remaining will be placed on the agenda for Tuesday, September 11, 2018****

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 5:57 P.M.

Gabe Johnson, Grants Administrator with the Smyth County Sheriff's Department presented two Highway Safety Grants to do selective DUI enforcement and Speed Control in the County. The first grant is in the amount of 7,280.00 and the second grant is in the amount of \$3,500.00. The grants require a match from the County and can be achieved by in kind services. Rye Valley District Supervisor Rick K. Blevins made a motion to recommend the approval of the grant award requested for two Highway Safety Grants. Chilhowie District Supervisor R. Curtis Rhea seconded the motion. All agreed unanimously.

Michael Carter, County Administrator brought forward a resolution for financing of the Solid Waste trucks, as shown attached. This will allow the County to move forward with the financing of \$206,460.00 at an interest rate of 3.19% for 60 months. Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend the adoption of the Resolution. Rye Valley District Supervisor Rick K. Blevins seconded the motion. All agreed unanimously.

Scott Simpson, Assistant County Administrator presented proposals for a copier lease for Juvenile and Domestic Relations Court. Two proposals were received, one from Hungate Business Services at a cost of \$104.07 per month, and one from Tri-Cities Business Machines at a cost of \$66.34 per month. After discussion, Rye Valley District Supervisor Rick K. Blevins made a motion to recommend awarding the proposal to Tri-Cities Business Machines at a cost of \$66.34 per month. Chilhowie District Supervisor R. Curtis Rhea seconded the motion. All agreed unanimously.

At 6:21 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting.

Resolution Approving Financing Terms

WHEREAS: Smyth County, Virginia has previously determined to undertake a project for the financing of sanitation vehicles, and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The County hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated June 22, 2018. The amount financed shall not exceed \$206,460.00 the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.19%, and the financing term shall not exceed 5 years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other County fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of August, 2018.

By: _____
(Clerk)

By: _____
(Chairman or County Manager)

SEAL

A meeting of the Smyth County Budget Committee was held at the County Office Building on Tuesday, September 4, 2018 at 3:30 P.M.

Committee Members Present:

Park District Supervisor M. Todd Dishner, Chairman
Rye Valley District Supervisor Rick K. Blevins
Chilhowie District Supervisor R. Curtis Rhea

Staff Members Present:

Michael Carter, County Administrator
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Shannon Williams, 911 Coordinator

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:31 P.M.

Michael Carter, County Administrator presented a budget transfer request as shown below for the Sheriff's Department. The Department has vacancy savings from the Compensation Board that can be utilized for vehicle expenses and maintenance.

From:	To:	Amount:
001-021070-1001 (Salaries)	001-021070-5408(Vehicle Maint.)	\$4,520.00

Rye Valley District Supervisor Rick K. Blevins made a motion to recommend approving the budget transfer request as presented for the Sheriff's Department in the amount of \$4,520.00. Chilhowie District Supervisor R. Curtis Rhea seconded the motion. All agreed unanimously.

Shannon Williams, 911 Coordinator presented proposals received for replacement of the 911 Call Handling Equipment as shown attached. Three (3) proposals were received, with Mobile Communications having the lowest base bid of \$154,709.33, with options recommended by Staff that will allow the equipment to continue to operate within the same parameters, at a cost of \$15,660.00; making the total cost \$170,369.33. The County has been awarded a grant in the amount of \$150,000.00 from the Virginia Information Technology Agency, making the total cost to Smyth County \$20,369.33 for this project. After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend awarding the bid to Mobile Communications, with options allowing for the continuation of current operations at a total cost of \$170,369.33. Rye Valley District Supervisor Rick K. Blevins seconded the motion and all agreed unanimously.

Michael Carter, County Administrator informed the Committee that a request had been received by a citizen to fly the flags located at the Smyth County Courthouse continuously, twenty-four hours a day, seven days a week. After discussion, the Committee agreed the current procedures in place for the handling of the flags is sufficient and respectful.

At 4:08 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting.

Budget: \$270,000

	Mobile Communications	CenturyLink	Motorola-Vesta "State Contract"
Base + 5yrs Support	\$154,709.33	\$164,517.33	\$219,466.72
Spare Parts	\$0.00	\$0.00	\$4,194.75
Cisco Switches	\$0.00	\$0.00	\$6,122.13
Total	\$154,709.33	\$164,517.33	\$229,783.60
Grant	(\$150,000.00)	(\$150,000.00)	(\$150,000.00)
County Portion	\$4,709.33	\$14,517.33	\$79,783.60
Options:			
Workstations	\$1,500.00		
ELO Touch Screen Monitors	\$1,788.65		
Medium Server Bundle	\$10,392.50		
Total with Options	\$168,390.48		
Grant	(\$150,000.00)		
County Portion	\$18,390.48		



CenturyLink®
Business

Customer: Smyth County 911 Center
Quote #: ALI-SVA
Project Name: Adtran CSU/DSU Replacement with Cisco 1921 Router
Created On: 8/24/2018
Expiration Date: 10/13/2018
Account Manager: Jason Bruce
Sales Engineer: Steve Deloach

This proposal is for the replacement of the Adtran CSU/DSU devices which are EOL. CenturyLink will be implementing an IP Backbone for the ALI Network and the new Cisco 1921 Routers are required to interface with the network. There is no charge to the customer for the cost of the Cisco 1921 Routers. Customer is only responsible for shipping, installation, maintenance, and Smartnet only for the deployment of these new routers.

Customer Notes:

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Main Site					
Materials					
CISCO1921/K9	C1921 Modular Router, 2 GE, 2 EHWIC slots, 512DRAM, IP Base	\$ -	2	\$ -	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$ -	2	\$ -	
CAB-SS-232FC	RS-232 Cable, DCE Female to Smart Serial, 10 Feet	\$ -	2	\$ -	
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	\$ -	2	\$ -	
SL-19-IPB-K9	IP Base License for Cisco 1900	\$ -	2	\$ -	
S190UK9-15403M	Cisco 1900 IOS UNIVERSAL	\$ -	2	\$ -	
HWIC-2A/S	2-Port Async/Sync Serial WAN Interface Card	\$ -	2	\$ -	
HWIC-1DSU-56K4	1-port 4-WIRE 56/64 KBPS WAN INTERFACE CARD	\$ -	2	\$ -	
Support					
IUM-CON-SNTP-1921	CTL-MGD--UNASSIGNED-FOTS--M-SPARES--(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 324.43	2	\$ 648.85	24
ICU-CON-SNTP-1921	CTL-MGD--CTL-FOTS--UNASSIGNED-SPARES--(IUM ITEM REQUIRED FOR SPARES) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 125.00	2	\$ 250.00	24
Implementation					
QINTR-CISCO	Integration	\$ 1,030.00	1	\$ 1,030.00	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 50.00	1	\$ 50.00	
Support Services Total				\$898.85	

	Implementation Total	\$1,030.00	
	Shipping and Handling Total	\$50.00	
	Grand Total Price to Customer	\$1,978.85	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: _____

CenturyLink Signature: _____

Job Title: _____

Date: _____

A meeting of the Smyth County Solid Waste Committee was held at the County Office Building on Tuesday, September 4, 2018 at 4:00 P.M.

Committee Members Present: Chilhowie District Supervisor R. Curtis Rhea, Chairman
North Fork District Supervisor Phil Stevenson
Atkins District Supervisor Charles Atkins

Staff Members: Michael Carter, County Administrator
Jeff Campbell, County Attorney
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Wally Blevins, Solid Waste Foreman

Chairman, Chilhowie District Supervisor R. Curtis Rhea called the meeting to order at 4:12 P.M.

Jeff Campbell, County Attorney updated the Committee concerning the lease for the Transfer Station, and stated he would have the final document for review at the Board of Supervisors meeting on September 11, 2018.

Mr. Campbell then presented the contract for Disposal Services with the City of Bristol as shown attached (#1), stating he had reviewed the document, and felt a few changes needed to be made. A corrected copy will be provided to the Board of Supervisors. After discussion, Atkins District Supervisor Charles Atkins made a motion to recommend approving the contract, allowing for the proper changes to be made by Mr. Campbell. North Fork District Supervisor Phil Stevenson seconded the motion. All agreed unanimously.

Michael Carter, County Administrator brought forward a request made by the Solid Waste Department to swap two (2) back hoe attachments not being used by the department for a bush hog attachment. Discussion continued on this item, with the Committee requesting more information on the bush hog attachment to be presented at a future meeting.

Michael Carter, County Administrator presented bids received for the purchase of a Yard Truck as shown attached (#2-#4). The yard truck will be utilized to move trailers in and out of the loading chute at the transfer station. Three (3) bids were received, with Berry's Iron and Metal having the lowest bid at \$20,000.00. North Fork District Supervisor Phil Stevenson made a motion to recommend awarding the bid for the purchase of a Yard Truck to Berry Iron and Metal at a cost of \$20,000.00. Atkins District Supervisor Charles Atkins seconded the motion and all agreed unanimously.

With nothing else to discuss, Chairman, Chilhowie District Supervisor R. Curtis Rhea adjourned the meeting at 4:33 p.m.

#1

**2018 SOLID WASTE DISPOSAL AGREEMENT
CITY OF BRISTOL, VIRGINIA
AND
SMYTH COUNTY, VIRGINIA**

THIS ____ day of _____, 2018 by and between the **CITY OF BRISTOL, VIRGINIA**, a Virginia municipal corporation, (hereinafter "**the City**") and **SMYTH COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter "**the County**").

WITNESSETH:

PREMISES

The City has an integrated solid waste management facility consisting of a number of permitted operations; and

The City, with a landfill and related facilities, hereinafter the "Waste Management Facility," has sufficient capacity which can be used to satisfy some regional disposal needs; and

The City wishes to secure a known, ascertainable and quantifiable stream of waste for disposal to assure sufficient income to cover the costs of expansion and operation; and

The County as the Solid Waste Generator is directly or engaged in the collection and transportation of solid waste material; and

The County needs to secure a place for disposal of said solid waste.

NOW THEREFORE, in consideration of the above premises and the mutual benefit of the agreements hereinafter set forth, the City and the County do agree as follows:

SECTION I

DEFINITIONS: For purposes of this agreement, the following terms shall be defined as:

- a) Waste Management Facility: Sanitary landfill(s) together with all other solid waste processing and disposal facilities owned and operated by the City of Bristol, Virginia and permitted by the Virginia Department of Environmental Quality-Waste Division.
- b) Municipal waste; yard waste or brush; special wastes; recyclables. As defined in 9VAC20-80-10 et seq., as amended or replaced, being the Solid Waste Management Regulations of the Virginia Department of Environmental Quality-Waste Division.
- c) Fees. The fees, surcharges and taxes charged by the City to accept municipal waste from the County at its Waste Management Facility. These charges are on a per ton basis.
- d) Waste Generator. The sources and/or generators of municipal or special waste as may from time to time be agreed upon by the City and the County.

SECTION II

TERM: This Agreement will continue in full force and effect from its execution until September 30, 2023, at which time the County shall have the opportunity to renew said contract for a three (3) year term, conditions and fees to be negotiated at the time of renewal. The three (3) year renewal option shall be available if mutually agreed upon by the City and the County.

SECTION III

ACCEPTANCE OF WASTE: the City agrees:

- a) To maintain and operate a waste management facility pursuant to applicable statutes and regulations, as now exist or may hereafter be amended, and the City in its sole discretion finds it economically feasible to operate the facility.
- b) To accept County's municipal waste which meets the City's permit requirements, transported by or on behalf of the County and delivered to the City's waste management facility, except the following:
 1. Any sludge (wastewater treatment plant, industrial, etc.) or byproducts of production except as specifically noted in Section VI of this contract, liquid, hazardous, nuclear, chemical, medical, or anatomical or other controlled or restricted waste, except as permitted and otherwise agreed to by the City.
 2. Any wastes which the City cannot manage in its operation, with the equipment and processes being used by the City, regardless of chemical or organic content.
 3. Any yard waste or brush.

SECTION IV

OPERATING RULES:

- a) The City may promulgate and amend from time to time reasonable regulations for the operation of the waste management facility, the conduct of the drivers and others on the waste management facility premises, the routes and manner of transportation of solid waste over the City's streets and any other matter necessary or desirable for the safe and efficient operation of the waste management facility. The County agrees to abide by these regulations.
- b) The City must refuse disposal of any waste prohibited to be taken by this Agreement or to any applicable law, regulation, rule or order, even if only a part of the waste load is non-conforming. The County shall inspect all waste at the place of collection and remove any unacceptable waste before transporting it to the waste management facility. The City shall also inspect to determine whether the waste is conforming or non-conforming. The City shall immediately notify waste generator of the introduction of said non-conforming waste into the waste management facility. Waste generator shall have a reasonable opportunity to dispose of only such waste as is unacceptable hereunder and under law and for all reasonable expenses incurred by the City to remove unacceptable waste disposed of in the waste management facility by Waste Generator.
- c) All the waste shall be weighed, or its volume determined by the City, which determination shall be conclusive on the parties.
- d) If the County's vehicle should become incapacitated on the waste management facility, the City may move the vehicle but is not required to do so. The County's driver or agent shall make any necessary physical connections. The City shall have no liability for damage to the County's vehicle or property while moving. The City shall have the right to obtain contract aid at the expense of the County.

SECTION V

SOLID WASTE TESTING:

The County shall have any waste other than municipal solid waste and those other wastes specifically allowed by Section VI of this contract, tested with all requisite tests in an independent, certified laboratory acceptable to the City to determine if there is present any hazardous waste or pollution abatement waste which violate the Hazardous Waste Management Regulations as the same are promulgated from time to time by the Virginia Department of Environmental Quality-Waste Division, (currently designated 9 VAC 20-60-12 et seq.) If there is hazardous waste or pollution abatement waste present or it exhibits hazardous characteristics, the waste must be excluded. The waste shall also be adequately tested for leachability in the same laboratory. If the waste is leachable, additional tests will be performed to determine the total concentrations of all parameters listed on Addendum I, page 5, 6 and 7, as amended from time to time, of the City of Bristol, Virginia's Industrial Wastewater Discharge Permit 013. A copy of current Addendum I is attached hereto as Exhibit A. If any of these concentrations exceed the limits established by the permit, City, at its sole discretion, shall determine if the waste shall be excluded.

- a) The City reserves the right to reject any wastes that it deems unmanageable in its operation, regardless of its chemical or physical character.
- b) The County shall pay all costs associated with any test and with the redirection of any rejected waste.

SECTION VI

DELIVERY OF WASTE:

The County agrees:

- a) To not deliver any hazardous or other prohibited waste as set forth hereinabove.
- b) To deliver only solid waste which conforms to all then applicable federal, state and local laws, regulations, rules and orders relating to the transportation and disposal of waste, including City's facility permit. Said solid waste may consist of municipal solid waste and the following:
 1. White goods except those containing refrigerants or equipped with compressors
 2. Industrial Waste
 3. Wood waste other than yard waste and brush
 4. Special Waste as permitted by Virginia Solid Waste Management Regulations, Part V, Solid Waste Disposal Facility Standards, 9 VAC 20-80-250.C.16.x.
- c) To deliver waste completely containerized to prevent the escape of litter, liquids or odor. Vehicles failing to maintain this standard will be denied admittance to the waste management facility.

SECTION VII

FEE STRUCTURE:

For the initial term of this Agreement, the cost per ton for municipal and other permitted types of waste shall be based upon the following schedule plus the current DEQ fee (currently \$0.15):

Municipal Solid Waste:

\$ 16.55 per Ton	October 1, 2018 through September 30, 2019
\$ 16.80 per Ton	October 1, 2019 through September 30, 2020
\$ 17.05 per Ton	October 1, 2020 through September 30, 2021

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

\$ 17.30 per Ton October 1, 2021 through September 30, 2022

\$ 17.55 per Ton October 1, 2022 through September 30, 2023

Tire Disposal:

Tires in waste stream: \$ 2.00 per Tire

Tires per load: Cost plus \$15.00 per Ton

Current cost to City is \$90.00 per Ton.

No oversized tires will be accepted.

Tonnage:

There is no minimum tonnage to be disposed of by the County under this Agreement.

Payment shall be due within thirty days from receipt of an invoice from the City. If the County's account is sixty (60) days past due the City shall have the option to terminate this Agreement (other than payment obligations), or temporarily suspend disposal privileges until the account is brought current. The City may modify such payment policies (not to include fees except as here provided), from time to time upon thirty (30) days written notice to the County. If any federal or state tax or fee is imposed on the City for the operation of the waste management facility or on the City for the activities of the County or his subcontractor, then said costs shall be paid by the County upon notice of such change or addition to existing fees.

SECTION VIII

- a) The County shall carry, at a minimum, insurance as listed below:
 - 1. Auto liability - \$1 million minimum
 - 2. Worker's compensation - statutory limits
 - 3. General liability - \$1 million aggregate I \$1 million each occurrence
- b) The County shall have the City named as an additional insured on all liability insurance policies, and shall include the City as an additional insured on increased coverage whenever the County deems the increased coverage necessary. All insurance policies shall require sixty (60) days written notice to the City of cancellation, nonrenewable or significant changes in coverage.
- c) The County shall maintain a current certificate of insurance on file with the City that indicates the limits of the insurance and shows the City as an additional insured.
- d) The County's failure to maintain this insurance and the certificates, shall be a material breach of this contract.

SECTION X

INDEMNIFICATION:

The County agrees to indemnify and hold harmless the City, its officers, agents and employees from any claims and damages, whether at law or in equity, arising from or caused by the County's sole negligence through the use of any materials, goods or equipment of any kind or nature furnished by the City and/or any services of any kind or nature furnished by the City, provided that such liability is not attributable to the sole negligence of the City or through failure of the City to use the materials, goods or equipment in a manner as directed by the County.

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

The City agrees to indemnify and hold harmless the County, its officers, agents and employees from any claims and damages, whether at law or in equity, arising from or caused by the City's sole negligence through the use of any materials, goods or equipment of any kind or nature furnished by the County and/or any services of any kind or nature furnished by the County, provided that such liability is not attributable to the sole negligence of the County or through failure of the County to use the materials, goods or equipment in a manner as directed by the City.

Nothing herein shall be deemed as a waiver of either party's sovereign immunity to the extent that such immunity is applicable in any future dispute.

SECTION XI

INDEPENDENT CONTRACTOR:

The County shall select the means, method and manner of performing the services it provides. Nothing is intended or should be construed as creating a relationship of co-partners between the parties hereto or as making the County an agent, representative or employee of the City. The County is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The County represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the County or other persons while engaged in the performance of any work or services required by the County under this Agreement shall have no contractual relationship with the City except as specifically set forth in this Agreement, and shall not be considered employees of the City. Any and all claims that may arise under the Unemployment Compensation Act or the Worker's Compensation Act of the Commonwealth of Virginia on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the County, its officers, agents, contractors or employees shall in no way be the responsibility of the City. The County shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

SECTION XII

FAILURE TO PERFORM:

Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including but not limited to strikes or other labor disputes, riots, civil disturbance or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereto. In the event of any of the circumstances listed in the preceding sentence or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the waste management facility, (ii) limit the quantity or prohibit the disposal of the waste at the waste management facility, or (iii) limit the ability of or prohibit the County from delivering waste to the waste management facility, the City shall have the right at its option, to reduce, suspend or terminate the County's access to the waste management facility immediately, without prior notice and without any additional liabilities between the parties.

SECTION XIII

ASSIGNMENT:

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other. Such written consent shall not be unreasonably withheld.

SECTION XIV

MISCELLANEOUS:

- a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- b) The laws of the Commonwealth of Virginia shall govern this Agreement.
- c) No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.
- d) No modification, release, discharge or waiver of any provision hereof shall be of any force or effect unless in writing, signed by all parties to this Agreement.
- e) If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
- f) During the performance of this contract, the County agrees as follows:
 - 1. The County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 county. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The County, in all solicitations or advertisements for employees placed by or on behalf of the County, will state that the County is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 4. The County will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- g) During the performance of this contract, the County agrees to (i) provide a drug-free workplace for the County'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 County'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 County that the County 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.

SECTION XV

WASTE GENERATOR SOURCE AND INDEPENDENT CONTRACTOR CONTRACTS:

The County does hereby covenant and agree to provide to and keep on file with the City a manifest listing all current sources and types, e.g. MSW, commercial, etc., of solid waste, by jurisdiction, i.e. county, city or town, that are transported to the City's waste management facility. The County shall also provide the City with copies of contracts with any and all independent contractors whom the County may engage to transport solid waste to the City's waste management facility.

SECTION XVI

OBLIGATIONS OF THE COUNTY'S SUBCONTRACTOR(S):

All obligations of the County shall also be made the obligation of any subcontractor employed by the County to collect and/or transport waste to the City's waste management facility. The County shall include the imposition of these obligations upon any such independent subcontractor in its contract with the County, including a specific obligation that the City be named an additional insured in any insurance policies required and carried by the independent subcontractor.

SECTION XVII

NOTICES:

Any notices concerning this Agreement shall be sent to the following persons at the address indicated.

Notices to the City shall be sent to:

City of Bristol, Virginia, Office of the City Manager
300 Lee Street, Bristol, Virginia 24201.

Notices to the County shall be sent to:

Smyth County, Virginia, Office of the County Administrator
121 Bagley Circle, Suite 100, Marion, VA 24354

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

WITNESS the signatures and seals of the parties the day, month and year first above written.

CITY OF BRISTOL, VIRGINIA

BY: _____
Randall C. Eads, Interim City Manager

ATTEST: _____
Nicole Storm, City Clerk

STATE OF VIRGINIA
CITY OF BRISTOL

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by Randall C. Eads, City Manager on behalf of the City of Bristol, Virginia, a Virginia
Municipal Corporation.

Notary Public

My Commission Expires _____

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

WITNESS the signatures and seals of the parties the day, month and year first above written.

SMYTH COUNTY, VIRGINIA

BY: _____
Print Name & Title:

ATTEST: _____
Print Name & Title:

STATE _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____ on behalf of Smyth County, Virginia a political
subdivision of the Commonwealth of Virginia.

Notary Public

My Commission Expires _____

8-29-2018

Berry's Iron & Metal

2007 International Prostar Premium

VIN# 2HSCUAPR58C538295

Tires: 295/75R 22.5

Rims: 22.5 x 8.25

Transmission: 10 speed Eaton Fuller

Engine: ISX 450 Cummins

Fuel Tank: 100 gallon

Milage: 515,159

Price: \$20,000.00

#3

BIGFOOT ENTERPRISES, LLC
1894 HWY 11W
BRISTOL, TN 37620

(423) 279-0060 OFFICE

(423) 279-1002 FAX

8//24/2018

SMYTH COUNTY SOLID WASTE
ATTN: WALLY BLEVINS

FOLLOWING ARE THE SPECS YOU REQUESTED

2001 KENWORTH T800
1XKDDB9X51J868464
MILES: 751,904
CAT 6NZ 475HP ENGINE
13 SPEED TRANSMISSION
AIR RIDE SUSPENSION
12K FRONT AXLE
40K REAR AXLE

NEW paint ON Cab - White
NEW paint ON Frame - Black

PRICE \$ ~~39,900.00~~ ^{Reduced} 36,000.00

IF ANY OTHER INFORMTION IS NEEDED CONTACT JASON AT 434-548-6000.

REGARDS,


MARY ELLEN MCCROSKEY
ADMIN ASST

#4

Solid Waste

From: Craig Stollings
Sent: Friday, August 24, 2018 2:57 PM
To: solidwaste@smythcounty.org
Subject: Fwd: Mack
Attachments: IMG_0235.jpg; IMG_0234.jpg; IMG_0233.jpg; IMG_0232.jpg; IMG_0231.jpg; IMG_0230.jpg; IMG_0229.jpg; IMG_0228.jpg; IMG_0227.jpg; Used Mack.PNG

Please see the attached pictures. I have also attached some specs on the truck as well.

Truck with wetline would \$30,000 everything included.

Wetline would consist of a 50 gallon oil tank, pump and PTO,(2) Line setup to run the Mac Walking Floor Trailers. Thanks



Craig Stollings

Municipal & Government Sales

WorldWide Equipment, Inc

18285 Lee Highway - Abingdon, VA 24211

(276) 608-6973 Cell

(276) 628-8103 EXT: 26104 Work



VOLVO TRUCKS



KENWORTH.
The World's Best.®

----- Forwarded message -----

From: Craig Stollings <craigstollings@icloud.com>
Date: Fri, Aug 24, 2018 at 2:49 PM
Subject: Mack
To: craig.stollings@thetruckpeople.com

1M1AE06Y74N020287
J84120
2004
WACK
CX 613

Location Cross Lanes Bus
New/Used Used
Days In Stock 133
Mileage 647,712

AC 355/380

Color WHITE

380

EQ Type TRU

=RO-15210C

Vehicle Category Heavy Duty Trucks - Class 7-8

10 Spd

Veh Sub-Cat Conventional Truck w/o Sleeper

Yes

Rear Axles Tandem

Yes

Fuel Type Diesel

Air Ride

Front Axle Lbs 12,000

3.90

Rear Axle Lbs 40,000

11R22.5

GW 80,000

Aluminum/Steel

Sleeper None

192.00

Slpr Size Single

Frame

TRL Axle

TRL Length