

AGENDA

Tuesday, August 13, 2019
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; **A.7 Legal**; discussion with legal counsel and staff pertaining to actual or probable litigation.

5:00 CALL MEETING TO OPEN SESSION (M. Todd Dishner, Chairman)

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 July 9th, 2019 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 Chris McKlarney-Presentation on Focus Program in Giles County

6:00 Dr. Karen Shelton-Comprehensive Harm Reduction Program Update

6:15 Roland Kooch-Davenport and Company presentation of Financing for Boiler System and Solid Waste Truck

6:45 Lavonda Brickey-Smyth County Rabies Clinic Presentation

7:00 Peggy Hurley-U.S. Census Bureau Presentation

NEW BUSINESS

***Consideration of Deed of Gift for Staley Property for Back of the Dragon Project- Kelly Woods**

***Consideration of Woodgrain Millwork's Performance Agreement Extension- Michael Carter**

***Consideration of Konnarock Festival Application- Michael Carter**

***Consideration of Updated Resolution for Green Acres/Evergreen Drive Revenue Share Project- Lisa Richardson**

*** Committee Recommendations:**

- **Appointment Committee, Rick Blevins-Chair**
- **Building and Grounds Committee, Rick Blevins-Acting Chair**
- **Budget Committee, Todd Dishner-Chair**
- **Ordinance Committee, Judy Wyant-Chair**
- **Water/Sewer Committee, Roscoe Call-Chair**

***Supervisor Comment Time**


 7/9/2019 5:00 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting to order from and welcomed everyone.


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; Atkins District Supervisor Charles Atkins; and Royal Oak District Supervisor Judy Wyant (6)

ABSENT: Chilhowie District Supervisor R. Curtis Rhea (1)

STAFF: County Administrator Michael Carter; Assistant County Administrator Lisa Richardson; County Attorney Amelia Bland Waller; Administrative Assistant Kelly Woods (4)

OTHERS: Deputy with Smyth County Sheriff's Department, Linda Burchette with Smyth County News and Messenger, and several citizens.

 7/9/2019 5:04 PM Kendra Hayden, Administrative Assistant gave the invocation and Kelly Woods, Administrative Assistant led the Pledge of Allegiance.

 7/9/2019 5:05 PM A motion was made by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Phil Stevenson 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, Saltville District Supervisor Roscoe D. Call, North Fork District Supervisor Phil Stevenson, Atkins District Supervisor Charles Atkins and Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: Chilhowie District Supervisor R. Curtis Rhea.

 7/9/2019 5:06 PM It was moved by Saltville District Supervisor Roscoe D. Call with corrections being made to both sets of minutes, as communicated by Atkins District Supervisor Charles Atkins and Royal Oak District Supervisor Judy Wyant, seconded by Rye Valley District Supervisor Rick K. Blevins to approve the minutes of the June 11th and June 27th, 2019 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, Saltville District Supervisor Roscoe D. Call,

North Fork District Supervisor Phil Stevenson and
Royal Oak District Supervisor Judy Wyant.

NAYS: Atkins District Supervisor Charles Atkins.

ABSTAINERS: None.


ABSENT: Chilhowie District Supervisor R. Curtis Rhea.


 7/9/2019 5:09 PM Michael Carter, County Administrator presented the Board with information on the FY2018-2019 Budget and a current month analysis for appropriations. Due to the Treasurer's Office processing fiscal year end, limited information was available concerning final numbers for FY2018-2019. Mr. Carter also explained the financial position of the County, comparing information from 2014 to 2019, showing how the General Fund balance has increased consistently over the last several years.


 7/9/2019 5:21 PM Chairman, Park District Supervisor M. Todd Dishner opened Citizens Time.

Karen Groff, 282 Highland Circle Marion, VA stated she would like for the Board of Supervisors to consider updating the Noise Ordinance. Ms. Groff explained she has neighbors working on cars during late hours of the night and the noise is disturbing to her and others trying to rest.

Discussion continued on this item between the citizen, several Board members and the County Attorney.

 7/9/2019 5:22 PM Chilhowie District Supervisor R. Curtis Rhea entered the meeting.

 7/9/2019 5:33 PM With no one else wishing to speak, Chairman Park District Supervisor M. Todd Dishner closed Citizens Time.

 7/9/2019 5:33 PM Rye Valley District Supervisor Rick K. Blevins made a motion to refer the noise complaint heard during Citizens Time to the Smyth County Ordinance Committee for further discussion. Saltville District Supervisor Roscoe D. Call 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,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 7/9/2019 5:35 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Phil Stevenson to appropriate \$1,925,000.00 from the General Fund. The following is an explanation of the appropriations approved:

General County

Accounts Payable Listing:	\$1,165,132.15
Payroll:	\$702,944.65
Auto Draft Rural Development:	\$8,974.00
AEP/Century Link Bills:	\$25,000.00
BB&T Debt Payment:	\$10,873.60
County Administration Fund:	\$5,000.00
Minus Beginning Appropriation:	\$(15,000.00)
New Carryover:	\$22,075.60
Total County Appropriation:	\$1,925,000.00

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,
Saltville District Supervisor Roscoe D. Call,
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: None.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Atkins District Supervisor Charles Atkins 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

(July 10 th -July 31 st , 2019)	\$ 350,000.00
(August 1 st -August 13 th , 2019)	\$ 60,00.00
Total Social Services:	\$ 410,00.00

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,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Saltville District Supervisor Roscoe D. Call to appropriate \$1,245,000.00 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	\$ 450,000.00
Administration, Attendance, & Health	\$ 75,000.00
Transportation	\$ 110,000.00
Facilities	\$ 300,000.00
School Food Service	\$ 250,000.00
Technology	\$ 60,000.00
Total School Operating Fund:	\$ 1,245,000.00

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,
Saltville District Supervisor Roscoe D. Call,
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: None.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Saltville District Supervisor Roscoe D. Call to appropriate \$725,000.00 from the General Fund for School Debt Service.

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,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Atkins District Supervisor Charles Atkins to appropriate \$800,000.00 from the School Textbook Fund 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,
Saltville District Supervisor Roscoe D. Call,
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: None.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$1,200.80 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,
Saltville District Supervisor Roscoe D. Call,
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: None.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Atkins District Supervisor Charles Atkins to appropriate \$164.65 from the Recovery Court Fund 749 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,
Saltville District Supervisor Roscoe D. Call,
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: None.

 7/9/2019 5:40 PM Kelly Woods, Administrative Assistant presented information to the Board concerning 2019 Aid to Localities funding from the Department of Fire Programs. Smyth County received \$77,471.00 and it is staff's recommendation to disburse payments as shown below.

Agency	Disbursement Amount
Atkins Fire Department	\$16,245.17
Adwolfe Fire Department	\$16,245.17
Nebo Fire Department	\$16,245.17
Sugar Grove Fire Department	\$16,245.17
Chilhowie Fire Department	\$6,245.16
Saltville Fire Department	\$6,245.16

These disbursements total \$77,471.00.

Atkins District Supervisor Charles Atkins made a motion to approve and appropriate \$77,471.00 for 2019 Aid to Localities payments as presented. Saltville District Supervisor Roscoe D. Call 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,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

Kelly Woods, Administrative Assistant then presented information to the Board concerning FY2019 "Four for Life" funds received for Emergency Medical Services in the amount of \$28,256.00. Staff recommends the following disbursement as shown below.

Agency	Disbursement Amount
Town of Marion Fire & EMS	\$7,064.20
Chilhowie FD/EMS	\$7,064.20
Saltville Rescue Squad	\$7,064.20
Sugar Grove Life Saving	\$7,064.20

These disbursements total \$28,256.80.

Chilhowie District Supervisor R. Curtis Rhea made a motion to approve and appropriate \$28,256.80 for FY2019 Four for Life payments to EMS agencies as presented. 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 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 and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 7/9/2019 5:40 PM Amelia Bland Waller, County Attorney presented a Release of Lien request for Lester and Gaile A. Owens, for a special assessment of property located at 293 Green Hill Circle, Chilhowie, Virginia. The Treasurer's Office has stated that final payment has been received and the property owner has fulfilled their financial obligation.

Chilhowie District Supervisor R. Curtis Rhea made a motion to release the lien on property in Green Hill Circle owned by Lester and Gaile Owens. Saltville District Supervisor Roscoe D. Call 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,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 7/9/2019 5:42 PM Rye Valley District Supervisor Rick K. Blevins brought forward a recommendation from the Building and Grounds Committee. It is the Committee's recommendation to renew the contract for Generator Maintenance with Fidelity Power in the amount of \$9,260.00 for one (1) year, beginning July 1, 2019 and ending June 30, 2020.

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

Saltville District Supervisor Roscoe D. Call,
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: None.

 7/9/2019 5:46 PM Saltville District Supervisor Roscoe D. Call brought forward a recommendation from the Water and Sewer Committee. It is the Committee's recommendation to allow Jeff Campbell, County Attorney to draft a uniform Term Services Agreement for Smyth County to utilize for various Water/Sewer projects that will be presented for approval at a future Committee Meeting.


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
Saltville District Supervisor Roscoe D. Call,
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: None.

 7/9/2019 5:49 PM Chairman, Park District Supervisor M. Todd Dishner opened the Public Hearing for the Konnarock, Green Cove, Laurel Valley Association Festival Application. Michael Carter, County Administrator read the advertisement as shown below for the record.

The Smyth County Board of Supervisors will conduct a public hearing on Tuesday, July 9, 2019 at 5:45 p.m., or soon thereafter, in the Smyth County Office Building, 121 Bagley Circle, Marion, Virginia, to consider the following application for an Annual Musical or Entertainment Festival permit under the Code of Smyth County, Virginia:

The Konnarock-Green Cove Laurel Valley Association has submitted a festival application for an event to be held on Sunday, September 15, 2019. This event will be held at the Konnarock-Green Cove Laurel Valley Community Association, 6535 Whitetop Road, Troutdale, Virginia, 24378, and will be held between the hours of 11:00 a.m. and 5:00 p.m.

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

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

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

Atkins District Supervisor Charles Atkins made a motion to waive the reading of the rules relating to Public Hearings. 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 Chair, 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 and
Royal Oak District Supervisor Judy Wyant.


NAYS: None.


ABSTAINERS: None.


ABSENT: None.

No one chose to speak concerning this application.

 7/9/2019 5:51 PM Chairman, Park District Supervisor M. Todd Dishner closed the Public Hearing.

 7/9/2019 5:51 PM Michael Carter, County Administrator presented information to the Board concerning new training requirements for local elected officials. Mr. Carter explained the Virginia Conflict of Interest and Ethics Advisory Council require all local elected officials to complete training modules by December 31, 2019, and must take the training at least once every two (2) years.

 7/9/2019 5:57 PM Kelly Woods, Administrative Assistant presented an update to the Board of Supervisors concerning the Back of Dragon Project. Ms. Woods stated a deed is needed in order to obtain the right of way for the Staley property, and the County Attorney is working on a draft copy to present to Mr. Staley for consideration. The Resolution naming the overlook portion of the property, as completed during a previous Board meeting, had been sent to the Commonwealth Transportation Board for approval and once the approval is received, the project will move into Right-of-Way certification phase. VDOT will facilitate the paper work necessary for the certification, and also provide the County with templates needed to advertise the project for construction. Funding for the project provided by VDOT and the Tobacco Commission will stay in place, with the County requesting a grant extension from the Tobacco Commission for another year. The project is on schedule and should be under construction in the near future.

 7/9/2019 6:01 PM Michael Carter, County Administrator informed the Board of Supervisors, an RFP had been sent out for Financing of a Boiler System for the Morrison Building and Truck needed for the Solid Waste Department. Mr. Carter explained the proposals from Financial Institutions were due back to the County on July 26, 2019. Several Board members asked questions concerning the RFP and the situation with the steam that is currently being provided by Southwest Virginia Mental Health Institute. Mr. Carter stated that with the conveyance of the building, the Commonwealth agreed to continue to

provide steam to the Morrison Building for two (2) more years. Therefore, a long-term solution needed to be acquired to provide heat to the building.

North Fork District Supervisor Phil Stevenson made a motion that once the proposals were received, the information be reviewed by the Smyth County Budget Committee, for a recommendation to the full Board. Saltville District Supervisor Roscoe D. Call 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
Saltville District Supervisor Roscoe D. Call,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: Atkins District Supervisor Charles Atkins.

ABSTAINERS: None.

ABSENT: None.

 7/9/2019 6:10 PM Chairman, Park District Supervisor M. Todd Dishner opened the Public Hearing for a proposed Ordinance regarding the payment of administrative fees, attorney's fees and collection agency's fees to cover the costs associated with the collection of delinquent personal property taxes. Michael Carter, County Administrator read the advertisement as shown below for the record.

SMYTH COUNTY ORDINANCE ADOPTION NOTICE OF PUBLIC HEARING

The Board of Supervisors of Smyth County, Virginia will hold a public hearing to receive public input regarding adoption of the following proposed ordinance:

Payment of administrative fees, attorney's fees and collection agency's fees to cover the costs associated with the collection of delinquent taxes.

Any person liable for local taxes or other local accounts who fails to pay the amount due within 30 days after notice of the delinquency has been sent may, in addition to all penalties and interest, pay a fee to cover the administrative costs associated with the collection, in such an amount as allowed by Section 58.1-3958 of the Code of Virginia, 1950, as amended, or such other Virginia statute regulating the assessment of such fees or administrative costs. In addition to the administrative fee, any attorney's fees or collection agency's fee actually contracted for by the Treasurer, not to exceed twenty (20) percent of the delinquent bill, may also be added to the delinquent bill.

The public hearing will be held Tuesday, July 9, 2019, at 6:00 p.m., in the Board Room of the Smyth County Administration Building, 121 Bagley Circle, Marion, VA 24354. Anyone having questions regarding the above may contact the County Administrator's Office, (276-783-3298), Monday through Friday, during regular working hours. A copy of the full text of the proposed amendment may be inspected in the County Administrator's office. Written comments may be submitted to the County Administrator's office. All written comments must be received no later than 2:00 p. m., Tuesday, July 9, 2019.

Atkins District Supervisor Charles Atkins made a motion to waive the reading of the rules relating to Public Hearings. 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
Saltville District Supervisor Roscoe D. Call,
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: None.

No one from the Public chose to speak concerning the proposed ordinance.

Several Board members expressed the concern with applying the fee, and would like for the Treasurer to clarify at what point the fee would be assessed to the delinquent bill.

Michael Carter, County Administrator stated he would extend an invitation to Tom Burkett, Treasurer asking for his attendance at the next Board Meeting.

 7/9/2019 6:21 PM Chairman, Park District Supervisor M. Todd Dishner closed the Public Hearing.

 7/9/2019 6:21 PM Michael Carter, County Administrator presented a recommendation from the Planning Commission as shown below.

Commissioner David Spence made a motion to recommend the Board of Supervisors approve High Country Horse Camp, LLC's Special Use Permit request for a campground with the following stipulations:

1. *There be a maximum of 14 full-service campsites;*
2. *The primitive campsites be limited to 30 people total;*
3. *They establish and enforce a quit time at 10:00 p.m.;*
4. *No alcoholic beverages allowed on premises;*
5. *Access to the property be limited to the two main entrances on White Top Road; and,*
6. *The camp be staffed during operation and they enforce the above conditions.*

Commissioner Hazel Wagoner seconded the motion.

After consideration, the motion PASSED by the following vote:

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

NAYS: None.

ABSTAINERS: None.

ABSENT: Campbell.

North Fork District Supervisor Phil Stevenson made a motion to accept the recommendation for the Special Use Permit for High Country Horse Camp, LLC; to only including the stipulation of establishing

and enforcing a quiet time at 10:00 p.m. 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,
Saltville District Supervisor Roscoe D. Call,
North Fork District Supervisor Phil Stevenson,
Chilhowie District Supervisor R. Curtis Rhea and
Royal Oak District Supervisor Judy Wyant.

NAYS: Atkins District Supervisor Charles Atkins.

ABSTAINERS: None.

ABSENT: None.



7/9/2019 6:34 PM Supervisor comment time:

Royal Oak District Supervisor Judy Wyant thanked everyone for attending the meeting and taking interest in local government.

Chilhowie District Supervisor R. Curtis Rhea apologized for being late to the meeting.

Saltville District Supervisor Roscoe D. Call stated that all final permits from the DEQ, EPA and Department of Mineral Wells had been received to start another salt well, which is approximately a 6-million-dollar project that is located in Smyth County.

Park District Supervisor M. Todd Dishner stated he had been speaking to several citizens within Smyth County, and received positive feedback concerning the Board of Supervisors. Mr. Dishner stated he appreciates everyone's support for local businesses and the other industries that have chosen to reside in Smyth County.



7/9/2019 6:37 PM Meeting adjourned.

Smyth County Comprehensive Harm Reduction Program

Opened December 2018

First participants January 2019

222 visits by 41 participants

17% homeless

Accepted referrals

- Hepatitis A and B vaccination
- Birth control
- Naloxone
- HIV, Hepatitis B and C, and STI testing
- PrEP
- Medical services
- Women's health
- Medical care
- Mental health services
- Parenting classes
- Food banks
- Support groups
- Speaking with recovery specialist

15% interested in PrEP

60% have Medicaid

36% uninsured

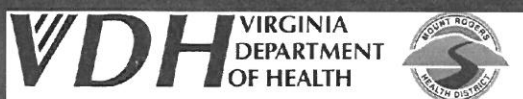
27% employed

1 participant near recovery

1 participant stopped using substances

Trauma-informed Program Coordinator

Peer Recovery Specialist



Updated 7/31/19

96% syringe return rate

27% prior Hepatitis C positive
100% with Hepatitis C referred for treatment

1 person completed treatment

Substance used

10% prescription opioids

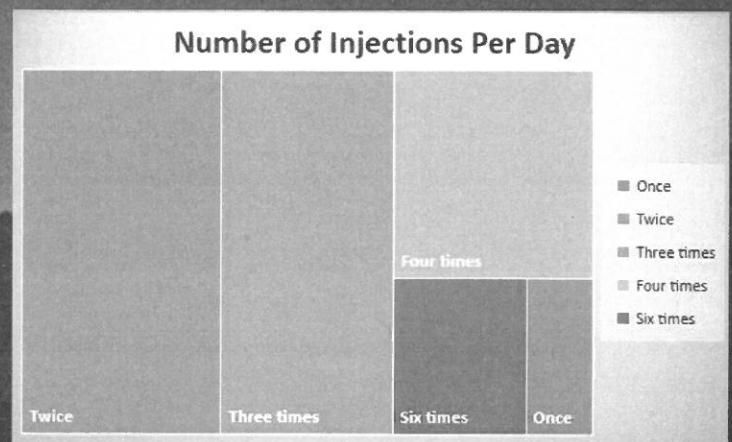
7% heroin

2% cocaine

14% marijuana

64% methamphetamine

52% suboxone



I participate in CHR because ...

...I want to get a better job

...I want to go back and get my master's degree

*...I want to be a better parent to my children
than my parents were to me*

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SMYTH COUNTY, VIRGINIA,
AUTHORIZING THE LEASE FINANCING OF CERTAIN EQUIPMENT FOR THE COUNTY

WHEREAS, the Board of Supervisors (the "Board") of Smyth County, Virginia (the "County"), has determined that it is necessary or advisable to finance the cost of the acquisition of certain equipment for use by the County, including without limitation a boiler and a roll-off truck (the "Equipment"); and

WHEREAS, the Board has been presented with proposals of various lenders to provide financing for the costs of the Equipment in the form of an equipment lease, purchase agreement or similar financing arrangement (a "Lease") among the County and the Lessor (as defined below).

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

1. Acceptance of Proposal; Authorization and Execution of Documents. The proposal (the "Proposal") of Key Government Finance, Inc. (the "Lessor") dated July 26, 2019, as it may be amended, has been described to the Board. The Board hereby accepts the Proposal and hereby awards the lease financing for the Equipment to the Lessor. The County Administrator and the Chairman of the Board, or either of them, and such officers as either of them may designate are authorized to execute and deliver on behalf of the County the Lease with the Lessor providing financing for costs of the Equipment in the maximum principal amount of \$917,000. The Lease shall contain terms substantially similar to those in the Proposal. The County Administrator and the Chairman of the Board, or either of them, and such officers as either of them may designate are authorized to execute and deliver such instruments, agreements, documents or certificates, including an escrow or acquisition fund agreement governing the deposit of proceeds of the Lease, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution; and all of the foregoing, previously done or performed by such officers or agents of the County, are in all respects approved, ratified and confirmed.

2. Nature of Obligations. The obligation of the County to make payments under the Lease will be subject to appropriation each year by the Board. Nothing in this Resolution or the Lease shall constitute a debt or a pledge of the faith and credit of the County.

3. Bank Qualification. The Board of Supervisors designates the Lease as a "qualified tax-exempt obligation" eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance with the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The County does not reasonably anticipate that it and any "subordinate entities" will issue more than \$10,000,000 in tax-exempt obligations during calendar year 2019 and the County will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3) in calendar year 2019.

4. Effective Date. This Resolution shall take effect immediately.

At a regular meeting of the Board of Supervisors of Smyth County, Virginia held on August 13, 2019, the foregoing resolution was adopted by a majority of the members of the Board of Supervisors by the following vote, as recorded in the minutes of the meeting:

PRESENT:

VOTE:

ABSENT:

Clerk, Board of Supervisors of Smyth County,
Virginia

VIRGINIA STATE BAR ID OF PREPARER: 45247

TAX MAP NUMBER: _____

TAX ASSESSED VALUE: _____

EXEMPT FROM RECORDATION TAXES PURSUANT TO §58.1-811 OF THE CODE OF VIRGINIA

THIS DEED OF GIFT is made and entered into on this the ____ day of July, 2019, by and between JOSEPH STUART STALEY, JR., Grantor, and the **COUNTY OF SMYTH**, a Political Subdivision of the Commonwealth of Virginia, Grantee, whose address is 121 Bagley Circle, Marion, Virginia 24354.

W I T N E S S E T H:

THAT FOR and in consideration of the premises herein, this being a Deed of Gift, the Grantor does hereby grant and convey, **WITH SPECIAL WARRANTY**, to the Grantee, all those certain parcels of real estate, together with all appurtenances thereunto belonging, that certain tract lying and being in the Park Magisterial District of Smyth County, Virginia, and being described as follows:

THAT certain tract or parcel, containing 0.214 acres, more or less, according to a plat of survey by Neil Avery Martin, Land Surveyor, entitled "Plat of Right of Way Parcel to be donated by Joseph Stuart Staley, Jr., dated September 20, 2018, a copy of which is attached hereto and recorded herewith.

AND BEING a part of the same real estate conveyed to Joseph Stuart Staley, Jr., by Deed dated March 1, 1973, from J. Stuart Staley and Dorothy T. Staley and recorded in the Smyth County Circuit Court Clerk's Office in Deed Book 290, Page 329.

The Grantee hereby agrees that the property shall be forever designated and identified as the J. Stuart Staley Memorial Overlook and that the Grantee shall erect an appropriate monument on the property reflecting such.

The conveyance of this property to the Grantee was approved by an affirmative and recorded vote of the Smyth County Board of Supervisors on _____, 2019.

This conveyance is made subject to the reservations, restrictions, conditions, and

easements of record in this chain of title and constituting constructive notice therein.

WITNESS the following signatures and seals:


JOSEPH STUART STALEY, JR.

Approved as to form and accepted by the Grantee pursuant to §15.2-1803 of the Code of Virginia

JEFFREY L. CAMPBELL
Smyth County Attorney

M. TODD DISHNER, Chairman,
Smyth County Board of Supervisors

COMMONWEALTH of VIRGINIA;
COUNTY of SMYTH; to wit:

JOSEPH STUART STALEY, JR., JEFFREY L. CAMPBELL and M. TODD DISHNER, whose identities are known to me personally or proven by acceptable photographic evidence, acknowledged the foregoing Deed of Gift before me on this the _____ day of July, 2019.

My Commission Expires: _____

NOTARY PUBLIC



Smyth County, Virginia
121 Bagley Circle, Suite 100
Marion, VA 24354

Park District
M. Todd Dishner (Chair)

Rye Valley District
Rick K. Blevins (V. Chair)

Saltville District
Roscoe Call

North Fork District
Phil Stevenson

Atkins District
Charles Atkins

Chilhowie District
R. Curtis Rhea

Royal Oak District
Judy Wyant

Michael L. Carter
County Administrator

Alicia Richardson
Assistant County Administrator

MEMO

To: Smyth County Board of Supervisors
From: Kendra Hayden, Administrative Assistant
Subject: Woodgrain Millwork
Date: 7/31/19
cc: Michael Carter, County Administrator

At the regular Smyth County Economic Development meeting held on July 17, 2019 the following action was taken:

Atkins District representative, Marvin Craig, made a motion to approve the written request received from Woodgrain Millwork for a 15 month extension of the company's Agriculture and Forestry Industries Development (AFID) performance agreement. The company requested the extension due to a shortfall of the new job requirement set forth in the agreement as noted below. Park District representative, Julius Winebarger seconded the motion.

Original Job Totals	Target	Added Year 1	Added Year 2	Added Year 3	Total	% Complete
145	17	9	2	-2	9	53%

After consideration, the motion PASSED by the following vote:

AYES: Park District- Julius Winebarger
Atkins District- Marvin Craig
North Fork District- John McLean
Royal Oak District- Karen Copenhaver

NAYES: None.

ABSENT: Rye Valley District- Montie Fleshman
Saltville District- Amy McVey
Chilhowie District- Curtis Rhea



July 15, 2019

To: Smyth County Economic Development Authority
From: Robb Hitch -Woodgrain Millwork
Purpose: Request Extension on AFID Agreement

The Marion, VA Plant of Woodgrain Millwork, request and extension of 15 months to work to hit the employment target of 17 new jobs. We have outlined below where we stand in regards to all 3 target categories, in summary we have hit the targeted goal in capital expenditures and Virginia Lumber purchases, and to date we are short of the target to add 17 new full time employees. Woodgrain would like to add more full time employees and are actively pursuing new hires however with unemployment so low in the region it has been a challenge to increase our employment levels.

Category	Baseline as of Award Announcement ** (04/2016)	Performance Agreement Targets (above baseline)	Year 1 – Actual Progress towards Targets	Year 2 – Actual Progress towards Targets	Year 3 – Actual Progress towards Targets	% Complete
New Jobs^ <i>Company Employer Identification Number:</i> ____930563778 ____	145 full-time jobs	17 New Jobs	New Jobs/FTEs Created: 9	New Jobs/FTEs Created: 2	New Jobs/FTEs Created: -2	9 total New jobs 53%
			Total Jobs at Facility: 154	Total Jobs at Facility: 156	Total Jobs at Facility: 154	
Capital Investment*	\$5,358,498	\$1,860,000	\$1,565,751	\$535,472	\$999,707	\$3,100,930 167%
Purchases of New Virginia Grown Products*	\$6,192,000 or 15,480 board feet of net new Virginia-grown white pine and other species	\$4,685,100 or 9,150,000 board feet of net new Virginia-grown white pine and other species	Value: \$1,592,985	Value: \$2,473,038	Value: \$1,690,048	131% \$5,756,071
			Volume: 3,279,202 BF	Volume: 5,304,000 BF	Volume: 3,426,328 BF	Volume 12,009,530BF

Respectfully,

Robb Hitch
Woodgrain Millwork
Eastern Regional Manager



Park District Rye Valley District Saltville District North Fork District
M. Todd Dishner (Chair) Rick K. Blevins (V. Chair) Roscoe Call Phil Stevenson

Smyth County, Virginia
121 Bagley Circle, Suite 100
Marion, VA 24354

Atkins District
Charles Atkins

Chilhowie District
R. Curtis Rhea

Royal Oak District
Ludy Wyant

Michael L. Carter
County Administrator

WHEREAS, the Smyth County Board of Supervisors desires to submit an application for an allocation of funds of up to \$124,033 through the Virginia Department of Transportation FY21 (2020-2021) and FY22 (2021-2022), Revenue Sharing Program; and,

WHEREAS, \$124,033 of these funds are requested to fund the road improvement of Green Acres Drive and Evergreen Court, Chilhowie, Virginia; and,

WHEREAS, the Smyth County Board of Supervisors hereby supports this application for an allocation of \$124,033 through the Virginia Department of Transportation FY21 (2020-2021) and FY22 (2021-2022) Revenue Sharing Program.

NOW THEREFORE IT BE RESOLVED, that the Board of Supervisors of Smyth County hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under the agreement with the Virginia Department of Transportation in accordance with the project financial document (s).

BE IT FURTHER RESOLVED, that Michael L. Carter, County Administrator is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

ADOPTED this ____ day of _____, 2019.

A COPY ATTEST

M. Todd Dishner, Chairman

A meeting of the Smyth County Appointment Committee was held at the County Office Building on Tuesday, July 30, 2019 at 4:00 P.M.

Committee Members Present: Rye Valley District Supervisor Rick K. Blevins, Chair
Park District Supervisor M. Todd Dishner
Chilhowie District Supervisor, R. Curtis Rhea

Staff Members: Michael Carter, County Administrator
Lisa Richardson, Assistant County Administrator
Kelly Woods, Administrative Assistant

Chairman, Rye Valley District Supervisor Rick K. Blevins called the meeting to order at 4:33 P.M.

Kelly Woods, Administrative Assistant informed the committee of several appointments that needed to be made as shown below:

- Mt. Cap

Ms. Woods informed the Committee Mt. Cap sent a letter asking for representation from the Board be placed on the Mt. Cap Board. Due to conflict with the SWIFA meetings, Chilhowie District Supervisor R. Curtis Rhea has been unable to attend the meetings. Discussion continued on this item, with the Committee requesting for Mr. Carter to send a response letter to Mt. Cap, and to allow for the Committee to review at a future meeting.

- Southwest Virginia EMS Council

Chilhowie District Supervisor R. Curtis Rhea made a motion to appoint David Haynes as the representative for Smyth County on the Southwest Virginia Emergency Medical Services Council Board for a three (3) year term, beginning August 1, 2019 and ending July 31, 2022. Park District Supervisor M. Todd Dishner seconded the motion. All agreed unanimously.

- Smyth County Public Library

Park District Supervisor M. Todd Dishner made a motion to appoint Bill Pugh, to the Smyth County Public Library Board for a two (2) year term, beginning July 1, 2019 and ending June 30, 2021. Chilhowie District Supervisor R. Curtis Rhea seconded the motion. All agreed unanimously.

- Additional Appointment

Chilhowie District Supervisor R. Curtis Rhea made a motion to appoint Chris Brewer as the Chilhowie representative to the Smyth County Economic Development Authority, filling the remainder of Mr. Rhea's term which will expire June 30, 2022. Park District Supervisor M. Todd Dishner seconded the motion. All agreed unanimously.

With nothing further to discuss, Chairman Rye Valley District Supervisor Rick K. Blevins adjourned the meeting at 4:42 P.M.

A meeting of the Smyth County Board of Supervisors Building and Grounds Committee was held at the County Office Building on Thursday, July 25, 2019 at 4:00 p.m.

Committee Members Present:

Rye Valley District Supervisor Rick K. Blevins, Acting Chair
Saltville District Supervisor Roscoe D. Call

Staff Members Present:

Michael Carter, County Administrator
Lisa Richardson, Assistant County Administrator
Kelly Woods, Administrative Assistant

Acting Chairman, Rye Valley District Supervisor Rick K. Blevins called the meeting to order at 4:03 p.m.

Kelly Woods, Administrative Assistant gave a brief update concerning the Back of the Dragon Project, stating Mr. Staley had accepted and signed the deed for the conveyance of the land needed for the project. The deed will be presented to the full Board at the August 13, 2019 Board of Supervisors meeting.

Michael Carter, County Administrator presented an update to the Committee concerning the RFP for financing for the Boiler System and Solid Waste Truck. Mr. Carter stated the RFP's were due back to the County on July 26, 2019 and the County had received revised quotes from two (2) vendors concerning the boiler system.

Mr. Carter then informed the updated the Committee concerning the trees located at the Cornerstone Building that had been previously discussed. Mr. Carter stated a letter had been sent to the property owner with no response received to date. Therefore, Jeff Campbell, County Attorney has advised for the County to contact a tree expert for a professional opinion on the state of the trees. Mr. Carter informed the Committee that an arborist had been contacted and a professional opinion had been received. As evidenced by the missing or peeling bark from the trunk and branches, the trees have been dead or dying for an extended period of time. Saltville District Supervisor Roscoe D. Call made a motion requesting Jeff Campbell, County Attorney to send proper notification to the landowner concerning the trees and asking for them to be removed. All agreed unanimously.

Michael Carter, County Administrator informed the Committee that quotes had been received to install a proper heating and ventilation system at the Animal Shelter. Solicitation for equipment and installation had been requested from several vendors. The Committee reviewed information received. After discussion, Saltville District Supervisor Roscoe D. Call made a motion to recommend awarding the bid for the purchase of the following. All agreed unanimously.

(4) King Electric Unit Heaters	\$3,020.00
(4) King Electric Units	\$1,089.08
(2) Variable Speed Shutter Exhaust Fans	\$620.76
(4) Honeywell Portable AC/Dehumidifiers	<u>\$2,196.00</u>
	\$6,925.84

Saltville District Supervisor Roscoe D. Call then made a motion to award the bid for the installation of the equipment to Mike Perkins at a total cost of \$7,983.40. The FY19-20 budget allowed for a total of \$20,000.00 for this project. Costs above reflect a total of \$14,909.24. All agreed unanimously.

Having no other business to discuss, Acting Chairman, Rye Valley District Supervisor Rick K. Blevins adjourned the meeting at 4:32 pm.

A meeting of the Smyth County Budget Committee was held at the County Office Building on Tuesday, July 30, 2019 at 3:30 p.m.

Committee Members Present:

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

Staff Members Present:

Michael Carter, County Administrator
Lisa Richardson, Assistant County Administrator
Kelly Woods, Administrative Assistant

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:40 P.M.

Michael Carter, County Administrator presented RFP's received for the financing needed to place a boiler system at the Morrison Building and to purchase a truck for the Solid Waste Department. A copy of the RFP's is attached, showing a summary of interest rates, and a recommendation from Davenport and Company. After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend the proposal from Key Bank, for a 12-year term. Rye Valley District Supervisor Rick K. Blevins seconded the motion. All agreed unanimously.

Michael Carter, County Administrator then presented an engagement letter (as shown attached) from Hicok, Brown and Company for pre audit services for FY19. At this time services are anticipated to be approximately \$20,000.00 for Smyth County and \$3,500 for Smyth County EDA. Chilhowie District Supervisor R. Curtis Rhea made a motion to accept the engagement letter as presented from Hicok, Brown and Company for pre audit services. Rye Valley District Supervisor Rick K. Blevins seconded the motion. All agreed unanimously.

Mr. Carter presented a request to amend the FY2019-2020 budget to allow for the Smyth County School Board to utilize carry over funds. As a result of the School Board receiving additional State tax and Forestry reserve funds at the end of FY18-19 in the amount of \$135,850.00 and carryover funds of \$54,007.00, for a total of \$189,857.00, they are requesting to utilize the funds in FY19-20. This will change the current FY19-20 budget from \$89,532,432.00 to \$89,722,289.00.

Revenue:

009-021010-0002 (State Sales Tax)	\$106,758.00
009-021010-0006 (Basic Aid)	\$29,092.00
009-022000-0001 (Local Funds)	\$54,007.00

Expense:

009-099990-5801 (Instruction)	\$120,010.00
009-099990-5802 (Administration)	\$6,120.00
009-099990-5803 (Transportation)	\$5,760.00
009-099990-5804 (Maintenance)	\$54,907.00
009-099990-5806 (Technology)	\$3,060.00

Chilhowie District Supervisor R. Curtis Rhea made a motion to approve the Budget Amendment request as presented from the Smyth County School Board. Rye Valley district Supervisor Rick K. Blevins seconded the motion. All agreed unanimously.

Michael Carter, County Administrator presented information on the PPTRA rate and stated the Board of Supervisors is required to establish the PPTRA tax relief rate to be applied to qualifying vehicles each year. The Commissioner of Revenue is recommending a relief rate of 51% as shown attached. Chilhowie District Supervisor R. Curtis Rhea made a motion to accept the recommendation from the Commissioner of Revenue for a 51% PPTRA relief rate. All agreed unanimously.

Michael Carter, County Administrator presented a request received by Sheriff Chip Shuler to place five (5) Dodge Police cars on order before August 8, 2019. Rye Valley District Supervisor Rick K. Blevins made a motion to approve the request as presented for the purchase of five (5) police cars. Chilhowie District Supervisor R. Curtis Rhea seconded the motion. All agreed unanimously.

Mr. Carter then presented a request from District Three for renewal of the Whitetop Radio License Agreement (as shown attached) at the same rate of \$400.00 per year. Rye Valley District Supervisor Rick K. Blevins made a motion to recommend renewing the agreement as presented. Chilhowie District Supervisor R. Curtis Rhea seconded the motion. All agreed unanimously.

At 4:59 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting.

One James Center
901 E Cary Street, Ste.1100
Richmond, VA 23219

To Smyth County, Virginia

From Roland M. Kooch, Jr., Senior Vice President, Davenport Public Finance David P. Rose, Senior Vice President / Manager, Davenport Public Finance

Date July 30, 2019

Subject Bank RFP Results – 2019 Lease Financing

Background

On behalf of Smyth County, Virginia (the "County"), Davenport & Company LLC ("Davenport") distributed a Request of Proposal ("RFP") in order to assess current market interest rates for viable financing options as it relates to the County's purchase of a boiler and a roll-off truck.

This RFP requested proposals for a Tax-Exempt, Bank Qualified OR a Taxable Direct Bank Lease backed by the equipment being purchased for an amount of up to \$915,000 based upon ten (10) and twelve (12) Year amortizations.

The RFP was distributed to over one hundred (100) national, regional, and local financing institutions and included a series of key terms and conditions for the requested financing. After the initial distribution, Davenport contacted several of the potential proposers to assess their interest in the financing and address any questions they had.

RFP Responses

Through the RFP process, the County received eight (8) proposals for the requested financing as reflected in the table below. Additional information may be found in Attachment 1.

10 Year Proposals

Bank	Tax-Exempt Interest Rate	Taxable Interest Rate
1 Key Government Finance	2.403%	3.066%
2 U.S. Bank	2.477%	3.14%
3 SunTrust	2.482%	N/A
4 Capital One	2.49%	3.25%
5 BB&T	2.54%	3.21%
6 Pinnacle Public Finance	2.70%	3.42%
7 Bank of Marion	2.78%	N/A
8 New Peoples Bank	4.40%	5.50%

12 Year Proposals

Bank	Tax-Exempt Interest Rate	Taxable Interest Rate
1 Key Government Finance	2.483%	3.169%
2 U.S. Bank	2.541%	3.22%
3 SunTrust	2.546%	N/A
4 Capital One	2.64%	3.45%
5 BB&T	2.65%	3.35%
6 Pinnacle Public Finance	2.80%	3.54%

Recommendation

Based upon our review of the proposals, related analyses, and discussions with County Staff and Bond Counsel, Davenport recommends that the County implement a Bank-Qualified Tax-Exempt lease purchase financing under either the 10 Year or 12 Year option with Key Government Finance for the following reasons:

- Provides the lowest interest rate (held through August 14) and total estimated debt service cost.
- The Tax-Exempt option for both the 10 Year and 12 Year options provides the lowest total debt service cost to the County after all costs of issuance for a Tax-Exempt financing are taken into consideration (see Attachment 2).
- The FY 2020 estimated debt service payments for either amortization option are within the County's Budget of \$105,000 (see Attachment 2).
- Ability to close based upon the County's desired schedule, on or before August 30, 2019.

Attachment 1 – Proposal Comparison

10 Year Proposals

Bank	Tax-Exempt Interest Rate	Taxable Interest Rate	Rate Expiration	Prepayment Provisions
1 Key Government Finance	2.403%	3.066%	8/1/2019	Frequency to be confirmed 2.25% in Year 1, 1.5% in Year 2, 1.25% in Years 3 & 4, par thereafter.
2 U.S. Bank	2.477%	3.14%	9/17/2019	Lower of make whole provision or 3% penalty.
3 SunTrust	2.482%	N/A	8/9/2019	Any Payment Date 1% in Year 1, 2% in Year 2, 3% in Year 3, par thereafter.
4 Capital One	2.49%	3.25%	8/6/2019	Any Time 2% prepayment premium.
5 BB&T ⁽¹⁾	2.54%	3.21%	9/9/2019	Any Time 1% prepayment premium.
6 Pinnacle Public Finance ⁽²⁾	2.70%	3.42%	8/30/2019	Any Time 1% prepayment premium.
7 Bank of Marion	2.78%	N/A	Not provided	Any Time No Penalty
8 New Peoples Bank	4.40%	5.50%	Not provided	Not provided No Penalty

12 Year Proposals

Bank	Tax-Exempt Interest Rate	Taxable Interest Rate	Rate Expiration	Prepayment Provisions
1 Key Government Finance	2.483%	3.169%	8/1/2019	Frequency to be confirmed 2.25% in Year 1, 1.5% in Year 2, 1.25% in Years 3 & 4, par thereafter.
2 U.S. Bank	2.541%	3.221%	9/17/2019	Lower of make whole provision or 3% penalty.
3 SunTrust	2.546%	N/A	8/9/2019	Any Payment Date 1% in Year 1, 2% in Year 2, 3% in Year 3, par thereafter.
4 Capital One	2.64%	3.45%	8/6/2019	Any Time 2% prepayment premium.
5 BB&T ⁽¹⁾	2.65%	3.35%	9/9/2019	Any Time 1% prepayment premium.
6 Pinnacle Public Finance ⁽²⁾	2.80%	3.54%	8/30/2019	Any Time 1% prepayment premium.

(1) BB&T provided two options for prepayment. The first allowed for prepayment in whole only at any time with a 1% premium, and the second included a non-callable period for the first half of the term and in whole only with no penalty thereafter.

(2) Pinnacle provided separate interest rates for the Boiler and the Roll-Off truck under each scenario. The rates shown above are the blended rates provided.

Attachment 2 – Comparison of Amortization and Taxability Options

Borrowing Assumptions			
Closing Date			
First Interest			
First Principal			
Final Maturity			
Bank Interest Rate			
Sources			
Par Amount			
Total Sources			
Uses			
Project Fund			
Costs of Issuance			
Additional Proceeds			
Total Uses			
Estimated Debt Service			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
Total			
Difference vs. Tax-Exempt			

Boiler Amortized Over 10 Years					
	Tax-Exempt		Taxable		
	Boiler	Roll-Off Truck	Boiler	Roll-Off Truck	
		8/27/2019		8/27/2019	
		1/15/2020		1/15/2020	
		1/15/2020		1/15/2020	
1/15/2029		1/15/2026	1/15/2029	1/15/2026	1/15/2029
		2.403%		3.066%	
Sources					
Boiler	Boiler	Roll-Off Truck	Boiler	Roll-Off Truck	Aggregate
\$ 743,000	\$ 743,000	\$ 174,000	\$ 734,000	\$ 173,000	\$ 907,000
\$ 743,000	\$ 743,000	\$ 174,000	\$ 734,000	\$ 173,000	\$ 907,000
Uses					
\$ 700,000	\$ 165,000	\$ 865,000	\$ 700,000	\$ 165,000	\$ 865,000
42,133	9,867	52,000	33,989	8,011	42,000
867	(867)	-	11	(11)	-
\$ 743,000	\$ 174,000	\$ 917,000	\$ 734,000	\$ 173,000	\$ 907,000
Estimated Debt Service					
Boiler	Roll-Off Truck	Aggregate	Boiler	Roll-Off Truck	Aggregate
\$ 71,844	\$ 23,603	\$ 95,447	\$ 72,627	\$ 24,033	\$ 96,660
84,292	27,653	111,945	86,542	27,630	114,172
84,658	27,076	111,734	86,519	27,924	114,443
84,976	27,499	112,475	86,434	28,189	114,622
84,246	27,898	112,144	86,288	28,422	114,710
84,492	27,274	111,765	86,080	27,625	113,705
84,690	27,649	112,338	85,811	27,828	113,639
84,839	-	84,839	86,481	-	86,481
84,941	-	84,941	86,059	-	86,059
84,995	-	84,995	86,575	-	86,575
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
\$833,973	\$ 188,651	\$ 1,022,624	\$849,415	\$ 191,651	\$ 1,041,066
Difference vs. Tax-Exempt			\$ 15,442	\$ 3,000	\$ 18,442

Boiler Amortized Over 12 Years					
	Tax-Exempt		Taxable		
	Boiler	Roll-Off Truck	Boiler	Roll-Off Truck	
		8/27/2019		8/27/2019	
		1/15/2020		1/15/2020	
		1/15/2020		1/15/2020	
1/15/2031		1/15/2026	1/15/2031	1/15/2026	1/15/2031
		2.483%		3.169%	
Sources					
Boiler	Boiler	Roll-Off Truck	Boiler	Roll-Off Truck	Aggregate
\$ 743,000	\$ 743,000	\$ 174,000	\$ 734,000	\$ 173,000	\$ 907,000
\$ 743,000	\$ 743,000	\$ 174,000	\$ 734,000	\$ 173,000	\$ 907,000
Uses					
\$ 700,000	\$ 165,000	\$ 865,000	\$ 700,000	\$ 165,000	\$ 865,000
42,133	9,867	52,000	33,989	8,011	42,000
867	(867)	-	11	(11)	-
\$ 743,000	\$ 174,000	\$ 917,000	\$ 734,000	\$ 173,000	\$ 907,000
Estimated Debt Service					
Boiler	Roll-Off Truck	Aggregate	Boiler	Roll-Off Truck	Aggregate
\$ 61,072	\$ 23,656	\$ 84,728	\$ 61,917	\$ 24,102	\$ 86,018
72,108	27,774	99,882	74,581	27,785	102,366
72,742	27,178	99,920	73,901	28,056	101,958
72,327	27,582	99,909	74,190	28,296	102,486
71,887	27,962	99,848	74,415	28,504	102,919
72,422	27,316	99,738	74,577	27,680	102,257
71,907	27,670	99,578	74,676	27,856	102,532
72,368	-	72,368	73,711	-	73,711
72,779	-	72,779	73,715	-	73,715
72,140	-	72,140	74,655	-	74,655
72,476	-	72,476	74,500	-	74,500
72,763	-	72,763	74,282	-	74,282
\$856,990	\$ 189,139	\$ 1,046,129	\$879,120	\$ 192,278	\$ 1,071,398
Difference vs. Tax-Exempt			\$ 22,130	\$ 3,139	\$ 25,269

Municipal Advisor Disclosure

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

Version 01.13.14 BW | RK | DR

Thomas M. Hicok, CPA, CVA, MAFF^{1, III}
David B. Brown, CPA
Juan J. Garcia, CPA
Karen L. Jackson, CPA
Rodney P. Jackson, CPA^{II}



155 E. Valley Street
P.O. Box 821
Abingdon, Virginia 24212-0821
(276) 628-1123 Fax: (276) 676-3000
e-mail: HBC@firmcpa.com

July 8, 2019

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

Dear Mr. Carter:

Hicok, Brown & Company, CPAs (the Firm) is pleased that the County of Smyth continues to express its confidence in our firm and our municipal government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the County's management and governing body.

We are prepared to provide a full range of accounting and consulting services to the County and Smyth County EDA contingent upon your approval. The purpose of this engagement letter is to identify the scope of available accounting and consulting services from the Firm, the specific services anticipated to be provided at this time, and confirm the terms of our engagement.

Scope of Services

The scope of accounting and consulting services that can be provided to the County are outlined below. While this listing includes the full range of services available from the Firm, the specific services anticipated to be provided are upon specific request.

Anticipated Services to be Provided at This Time

General accounting and advisory assistance:

- Annual preparation of accrual entries
- Capital asset assistance
- Preparation of accrual-based trial balances
- Other assistance to prepare for the annual audit

In compliance with our professional standards regarding independence, we will not provide any audit or other attestation services, as defined by professional standards, to the County in conjunction with these accounting and consulting services.

County of Smyth's Responsibilities

The County's management and governing body is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure fair presentation of the County's financial statements and compliance with policies, procedures, and applicable laws and regulations.

The County's management and the governing body will also be responsible for establishing the scope of our accounting and consulting services and providing the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by the Firm, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Our engagement involves providing assistance in the preparation of the adjusted trial balances for the use of the external auditor. As provided for in Section 80, paragraphs 21-24, of the Standards for Accounting and Review Services of the American Institute of Certified Public Accountants (AICPA) we will not issue a compilation report in conjunction with these adjusted trial balances, and instead, we will use this engagement letter as documentation and confirmation of your understanding of the services to be performed and the limitations on the use of such adjusted trial balances. In this regard, by signing this engagement letter, the County's management acknowledges its understanding and acceptance of the following:

- That the nature and limitations of the adjusted trial balances is restricted for use only by the external auditor in conjunction with the financial statement audit;
- That the adjusted trial balances are limited to presenting information that is the representation of the County's management; and the work performed by the Firm in compiling the adjusted trial balances cannot be relied upon to disclose errors, fraud, or illegal acts;
- That the adjusted trial balance will not be audited by the Firm and no opinion or any other form of assurance on the adjusted trial balance will be provided by the Firm;
- That County's management has knowledge about the nature of the procedures to be applied and the basis of accounting and assumptions to be used in the preparation of the adjusted trial balance;
- That the compiled adjusted trial balances are not to be used by any third parties for any purpose (the financial statement auditor is not considered to be a third party).

Management is ultimately responsible for the fair presentation of the adjusted trial balances and management will make such representations to the external auditors.

The Firm's Responsibilities

The Firm is responsible for providing the accounting and consulting services requested, as defined in the Scope of Services section of this letter in accordance with the applicable professional standards of the AICPA. The Firm may also report or otherwise communicate to the County's management any recommendations it determines necessary resulting from the accounting and consulting services provided.

Access to Working Papers and Reports

Any working papers prepared by the Firm in connection with performing the accounting and consulting services are the property of the Firm. Upon request, copies of any or all working papers and reports that the Firm considers to be nonproprietary will be provided to management of the County. The County may make such copies available to its external auditors and to regulators in the exercise of their statutory oversight of the County. Such copies may not be made available to any third party without the prior written consent from the Firm.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Our fees for the services will be based on our hourly rates for the staff assigned to the engagement. Our hourly rates are as follows:

Partner	\$200
Manager	\$130 - \$175
Staff	\$85 - \$125

Because the Firm has no direct control over the type and number of services requested by the County during the term of this engagement, nor does the Firm have control over the quality of the County's accounting system or records, potential turnover of the County's staff or the County's staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. However, our fees for the services anticipated at this time will be approximately \$20,000 for Smyth County and \$3,500 for Smyth County EDA.

The term of this engagement is for the year ended June 30, 2019. The Firm may perform additional services upon receipt of a formal request from the County with terms and conditions that are acceptable to the County and the Firm.

The agreements and undertakings of the County and the Firm contained in this engagement letter shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. We look forward to continuing our professional relationship with the County of Smyth, Virginia.

Yours truly,

Hicok, Brown & Company

Hicok, Brown & Company
Certified Public Accountants

Accepted and Agreed to for the County of Smyth, Virginia

By: _____

Title: _____

Date: _____

SMYTH COUNTY SCHOOL BOARD

DR. DENNIS G. CARTER, DIVISION SUPERINTENDENT

121 BAGLEY CIRCLE, SUITE 300

MARION, VIRGINIA 24354-3140

PHONE: 276-783-3791

FAX: 276-783-3291

JESSE CHOATE, CHAIRMAN
SUSAN B. WILLIAMS, VICE-CHAIRPERSON
TARA E. PRUITT, CLERK
CHARLES M. BUCHANAN, JR.

ROGER L. FRYE
PAUL L. GRINSTEAD
WILLIAM A. VESELIK
TODD WILLIAMS

To: Smyth County Board of Supervisors
From: Smyth County School Board
Date: July 30, 2019
Re: End of FY19

As you are aware June 30, 2019 was the end of FY19. In FY19 Smyth County Schools approved Revenue Operational Budget was \$48,098,762. For the first time in recent history, we exceeded our revenue projections due to maintaining our budgeted enrollment, additional state tax revenue, Forestry Reserve funds being allocated and additional At-Risk Add-On funds. This brings our total Operational Revenue to \$48,234,611.82, exceeding our Operational Revenue Budget by \$135,849.82.

The Smyth County School Board approved the use of the additional revenue, \$135,849.82, for additional insurance contributions at the July 29, 2019 called meeting of the Smyth County School Board.

The categorical expenditure breakdown is as follows:

61000: Instruction -	\$120,009.82
62000: Administration -	\$6,120
63000: Transportation -	\$5,760
64000: Maintenance -	\$900
68000: Technology -	\$3,060

Additionally, our approved FY19 Operational Expenditure Budget was \$48,098,762. Our FY19 Operational Expenditure Budget closed with a total of \$48,044,755.26, which is a difference from the approved Operational Expenditure Budget of \$54,006.74. We would like to request from the Smyth County Board of Supervisors to utilize these funds to complete capital improvement projects (expenditure category 64000: Maintenance). The projects we that we would recommend are:

Sidewalk Repairs (NMS, NHS)	\$15,000
Window Replacement (MSHS)	\$20,000
Roof Repair (SES, AES, SGES)	\$19,006.74
Total	\$54,006.74

Thank you for your consideration of this request.

2019 PPTRA CALCULATIONS:

AFTER ALL VEHICLES HAVE BEEN PRICED, WE ARE READY TO COMPUTE PPTRA.

THE STATE IS GIVING \$1,804,316.06 EACH YEAR.

AFTER CHECKING RECORDS IN THE TREASURER'S OFFICE, WE ARE SHOWING A NET PROFIT OF \$31912.19

THESE NUMBERS WILL DECREASE AS MONIES ARE COLLECTED. I RECOMMEND ADDING 30,000 TO THE TOTAL FOR 2019. NEW TOTAL WILL BE **1,834,316.06**.

All vehicles valued 1000 or less get full tax relief. For 2019 the total value for qualifying vehicles is 4,012,924. The tax rate of \$2.30/100 is applied for a total amount of \$92,282.77. We know this money must be removed first, which results in a total of \$1,742,033.29 left to distribute.

The next easiest factor is the quantity of qualifying vehicles valued over \$20,000. The report shows the number of 1,650. You only receive relief on the first 20,000 value.

The last factor is the amount of qualifying vehicles valued at 1001-19999. The final total value was 115,466,514. The tax rate of \$2.30/100 is applied resulting in \$2,655,729.83.

Abatements and supplementals will be occurring that will influence the end result. If we go with **51%**, we may pocket some money, but we will reevaluate data for 2020 computations.

YOU CANNOT MAKE MONEY ON THIS. THE MONEY HAS TO BE DISTRIBUTED TO THE QUALIFYING VEHICLES.



Sheriff's Office of Smyth County

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

B.C. "Chip" SHULER
Sheriff

July 19, 2019

Mr. Michael Carter, County Administrator
Smyth County Board of Supervisors
121 Bagley Circle, Suite 100
Marion, VA 24354

Dear Mike:

I respectfully request to place an order for five Dodge Charger Police cars before the August 8th cut-off date for 2019 models. We anticipate a 90-120 day delivery date. With the additional personnel this year, we will have a greater need to get cars as soon as possible. I have attached copies of correspondence between Captain Blevins and the vehicle vendor.

I appreciate your attention to this request and if any additional is required, please do not hesitate to call on me.

Sincerely,

A handwritten signature in blue ink that reads "Chip".

B.C. "Chip" Shuler, Sheriff

Attachment

BCS

Finding a way...

**DISTRICT THREE
GOVERNMENTAL COOPERATIVE**

4453 Lee Highway, Marion, VA 24354-4270

July 26, 2019

Mr. Michael Carter
Smyth County Administrator
121 Bagley Circle, Suite 100
Marion, Virginia 24354

Re: Renewal of the Whitetop Radio License Agreement

Dear Mr. Carter:

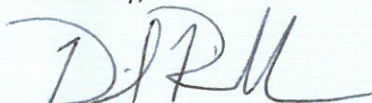
The Whitetop Radio License Agreement between Smyth County, Virginia and District Three Governmental Cooperative is nearing the end of its original term which expires September 30, 2019.

The original contract calls for the option to renew for an additional five-year term upon written request within sixty (60) days before termination.

Please see the enclosed original agreement for the Whitetop Radio License and consider this our request to renew this agreement for an additional five-year term.

If you have any questions, or if further information is required, please let us know.

Sincerely,



David Richardson
Executive Director

WHITETOP RADIO LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 22nd day of July, 2014, between **SMYTH COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, located at 121 Bagley Circle, Marion, Virginia 24354, hereinafter called "County" or "Licensor", and **DISTRICT THREE GOVERNMENTAL COOPERATIVE PUBLIC TRANSIT**, located at 4453 Lee Highway, Marion, Virginia 24354, hereinafter called "DTPT" or "Licensee."

WITNESSETH:

WHEREAS, the County owns a radio site located on Whitetop Mountain in Virginia ("Property") further identified in Exhibit 1 of this agreement; and

WHEREAS, DTPT wishes to license the property to place one repeater and its associated equipment in the shelter at the site and one antenna on the ice-bridge between the building and the tower owned by the forest service; and

WHEREAS, the Smyth County Board of Supervisors voted on September 26, 2013 to approve a license to provide shelter for DTPT's radio equipment under a written agreement, as described in more detail below; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree to the following terms and conditions:

1. **COMMUNICATION SHELTER AND ICE BRIDGE LICENSE.** County hereby licenses to DTPT a portion of the communication shelter and the ice-bridge at Whitetop Mountain.
2. **TERM.** This License Agreement shall be for a term of **five (5) years and four month** commencing on June 1, 2014. This Agreement shall be effective until the end of the current Federal Fiscal Year (September 30, 2014) at which point it shall renew automatically at the beginning of the Federal Fiscal Year for terms of one year **until September 30, 2019** unless cancellation has occurred as provided below. There shall be an option to renew for an additional five year term upon written request sixty (60) days before termination.
3. **RENT.** Rent shall be **FOUR HUNDRED DOLLARS (\$400.00)** per year for the initial five (5) year term. The first payment shall total **FIVE HUNDRED AND THIRTY THREE DOLLARS (\$533.00)** for the first 16 month license period. This amount is based upon estimated costs borne to the County to operate and maintain the site as a result of DTPT's occupancy and may be adjusted as needed by issuing a written amendment to this contract approved by both

parties upon renewal. The estimated reimbursement will provide for increased cost in utilities, personnel for access and other miscellaneous expenses that may arise. Payment will be made upon invoice provided by the County to DTPT.

4. CANCELLATION BY THE COUNTY. Except for cases involving Paragraph 5 below, if the County decides to cancel this contract or vacate the site, it will provide DTPT notice of at least ninety (90) days prior to the date of the cancellation. The County will provide DTPT with a reasonable mutually convenient opportunity to access the site and remove all DTPT owned equipment and materials from the site. Any equipment or materials not removed prior to the date of cancellation of the agreement may be disposed of by the County. If cancellation is initiated by the County, DTPT will take possession of and remove the equipment installed as part of site improvements. If the County vacates the site and intends to leave any support equipment at the site, such as the shelter, it will provide an opportunity for DTPT to take possession of or purchase that equipment. DTPT may choose to vacate the site or to pursue an agreement with the forest service to remain at the site.

5. EQUIPMENT CAUSING INTERFERENCE. DTPT agrees that its equipment shall not cause interference to the use or enjoyment of the property of County or neighboring landowners including, but not necessarily limited to interference with radio communication facilities. In the event that DTPT's equipment causes such interference to such use or enjoyment, DTPT agrees to immediately cease operations until such interference is removed by Licensee, at its sole expense.

6. CANCELLATION BY DTPT. If DTPT wishes to cancel this contract, it will provide ninety (90) days' notice to the County such that a mutually convenient time may be scheduled for representatives of both DTPT and the County to access the site for the removal of DTPT owned equipment and materials from the site.

7. REIMBURSEMENT IF COUNTY CANCELS OR VACATES THE SITE. If this agreement is cancelled by the County at a time other than the end of the contract period, the reimbursement paid by the County to DTPT will be prorated in proportion to the time remaining on the contract.

8. EQUIPMENT. DTPT's equipment shall be purchased, installed and maintained, at the expense of Licensee, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities and Licensee shall defend, indemnify and save Licensor harmless from any claims or suits arising by reason of Licensee's failure to so keep and maintain its equipment or to comply with such laws, rules or regulations. County assumes no responsibility for the licensing, operation or maintenance of the Licensee's equipment.

9. **EQUIPMENT OWNERSHIP.** It is understood and agreed by and between the parties hereto that Licensee's equipment (repeater, filters, feed-line, antenna, and all associated accessory hardware) shall remain the personal property of Licensee and Licensee shall have the privilege and right to remove the same at any time during the term of this License Agreement provided that in the sole opinion of Licensor, the Premises and any personal property and fixtures thereon are returned to as good condition as they were prior to the installation of Licensee's equipment, reasonable wear and tear excepted.

10. **EQUIPMENT INFORMATION.** Licensee will provide to Licensor a statement setting forth the manufacturer and model of the equipment to be installed on the premises at the time of execution of this License Agreement.

11. **CONTRACTOR APPROVAL.** It is further understood and agreed the Licensor must approve of, in writing, all contractors and personnel chosen by Licensee to install, maintain and operate the equipment and that Licensee's maintenance and operation of its system will in no way damage or interfere with the Licensor's use of the Property.

12. **INSTALLATION and MAINTENANCE.** Installation and maintenance of the Licensee's equipment located within or on the Premises shall have the Licensor's prior written approval, and shall be in accordance with the site plan attached hereto as Exhibit B-1. The supervision, approval and other activities of Licensor under this Paragraph however, shall not constitute the waiver of any term or condition of this License Agreement. Scheduling of any and all work will be coordinated with the Licensor. Failure to comply with the terms and conditions of this Paragraph shall be cause for immediate termination of this License Agreement by Licensor at its sole discretion. The Licensor shall have no liability or responsibility to the Licensee or any third party as a result of any approval given by the Licensor and the Licensee should not rely upon the same other than for the specific purposes set forth herein.

13. **SITE IMPROVEMENTS.** DTPT will provide and install one additional 19" equipment mounting rack for the primary use of DTPT. The rack and its associated equipment will become a permanent part of the site and the property of the County except as noted in the Cancellation section. The County will reserve 75% of the space in the rack for DTPT equipment unless and until this agreement is cancelled in accordance with the cancellation section.

14. **RELOCATION OF EQUIPMENT.** Licensee agrees to relocate Licensee's equipment in the event that the Licensor deems it necessary to use the space for Licensor, subsidiary, partner or affiliated entity's own purpose. The site of such relocation shall be by mutual agreement in writing between the Licensor and Licensee. In the event the Licensor and Licensee cannot agree upon the site for the relocation, the Licensor shall have the right to terminate this Agreement.

15. REMOVAL ON EXPIRATION. So long as DTPT is not in default, Licensee shall remove its equipment, as well as its fixtures, structures, signs or other improvements, if any, placed upon the Premises, upon the expiration of the term of this License Agreement or the termination hereof, whichever first occurs, unless the parties otherwise expressly agree in writing. In performing such removal, Licensee shall restore the Premises and any personal property and fixtures thereon to as good a condition as they were prior to the installation or placement of such equipment, fixtures, signs or other improvements, reasonable wear and tear excepted, as determined in the sole opinion of Licensors. If Licensee fails to remove such equipment, fixtures, signs or other equipment within thirty (30) days of the expiration of this License Agreement, Licensors may remove and dispose of such equipment, fixtures, signs or other improvements without any liability or responsibility to the Licensee and the Licensee shall be responsible to the Licensors for all costs and expenses, including reasonable attorneys fees incurred by the Licensee with respect to such disposition.

16. ACCESS TO THE SITE. DTPT agrees that access to the site will not be granted except when a representative of the County can also be present. DTPT will not request unreasonably frequent access, and the County will not deny reasonable requests for access during normal business hours provided DTPT gives adequate notice and a time mutually convenient for representatives of both the County and DTPT can be arranged. It is agreed that DTPT's radio equipment at Whitetop is not essential for life-safety functions and will not require emergency after-hours repairs.

17. FCC COMPLIANCE. All installations and operation in connection with this License by Licensee shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. Under this License, the Licensors assume no responsibility for the licensing, operation, and/or maintenance of Licensee's radio equipment. At the time of the execution of this License Agreement, Licensee will provide to Licensors a copy of the Federal Communications Commission (F.C.C.) license authorizing the operation of Licensee's equipment.

18. COMPLIANCE WITH LOCAL, STATE and FEDERAL LAW. Licensee shall, at Licensee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereinafter be in force and hereby releases Licensors from responsibility for any claims or suits arising by reason of Licensee's failure to comply with such requirements.

19. TAXES. Licensee shall pay any and all taxes levied against tangible and any and all personal property taxes attributable to Licensee's improvements included on the Property for or

by Licensee. Any tax, assessment, levy, charge, fee, or license required by reason of the use of the premises by Licensee shall be paid in full by Licensee.

20. FIRE OR OTHER UNAVOIDABLE CASUALTY. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. Licensee shall, at Licensee's own expense, carry liability insurance approved by Licensor which shall protect Licensor and Licensee jointly and severally from any suit, claim, or action which may arise from accident or injury to any person (including death) or including any extension hereof. Such insurance shall also protect Licensor from any suit, claim or action which may arise from Licensee's liability for damages to Licensor. Licensor and Licensee shall each be listed as an additional insured on such liability insurance policy. An approved certificate of such insurance shall be furnished to Licensor. Licensee shall be deemed to have complied with Licensor's requirement as to monetary limits if they carry the following insurance:

Bodily Injury \$2,000,000
 \$2,000,000
Property Damage \$1,000,000
 \$1,000,000

21. FORCE MAJEURE. Neither party shall be liable for damages caused by its failure to fulfill its obligations under this Agreement due to, occasioned by or in consequence of, any of the following causes or contingencies, viz.: acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, backwaters caused by floods, lightning, earthquakes, landslides, washouts or other revulsion of nature, epidemics, accidents, fires, failures of facilities, collisions, explosions, strikes, lockouts, differences with workmen and other labor disturbances, vandalism, sabotage, riots, inability to secure materials, supplies or equipment from usual sources, breakage or failure of machinery, equipment, electrical lines or equipment, wars, insurrections, blockades, acts of the public enemy, arrests and restraints of rules and people, civil disturbances, acts or restraints of federal state or other governmental authorities, acts or failure to act of the parties and any other causes or contingencies not within the control of the parties, whether of the kind herein enumerated or otherwise. Settlement of strikes and lockouts shall be wholly within the discretion of the party having the difficulty. Such causes or contingencies affecting performance shall not relive either party of liability in the event of its failure to use reasonable means to remedy the situation and remove the cause with reasonable dispatch.

22. LICENSEE RELEASE. County shall not be responsible for, and DTPT hereby releases Licensor from, any and all claims and suits (and all costs and expenses incidental thereto, including attorney's fees) for damages arising by reason of any injury or death to any person or persons, or damage to property of Licensor or other person or persons, where such injuries, losses or damage have been caused by any act or omission of Licensee, its agents, or employees at or around the Premises or by virtue of the Licensee's occupancy of the Premises.

No indemnity of Licensee under this Agreement against liability for damages arising out of bodily injury to persons or damage to property shall apply to any such injury or damage caused by or resulting from the sole negligence of Licensor, its agents or employees.

23. DAMAGE TO PROPERTY. DTPT agrees not to damage the Property in any way. Licensee shall be responsible and liable for any such damages.

24. ENVIRONMENTAL. Except as permitted by law, neither Party will allow any hazardous substances, including without limitation any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604, pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903, or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or Property or on any structures located on the Premises from any source whatsoever. Each party covenants to indemnify and hold the other party harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs (collectively, "Claims") arising from the indemnitor's material misrepresentations or from existing or future discharge or from the presence or release of any hazardous substances or hazardous wastes on the Premises (either intentionally or accidentally) by the indemnitor or its predecessors in interest, agents, licensees or assigns, unless caused by the indemnitee or persons acting under the indemnitee.

25. NO WAIVER OF CLAIMS. The failure of either party to enforce any terms or conditions of this License Agreement shall not constitute a waiver of the same or other terms and condition or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

26. NO THIRD PARTY CLAIM. This License Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this License Agreement.

27. NO ASSIGNMENT. This Agreement may not be sold, assigned or transferred by the Licensee without prior approval or consent of the Licensor. Additionally, the Licensee shall not mortgage, encumber or sublet the Premises or any part thereof without prior written consent of the Licensor.

28. NOTICES. Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail or fax transmission as follows:

- (a) If to Licensor:
Smyth County, Virginia
121 Bagley Circle, Marion, Virginia 24354
Attention: E911 Department – Shannon Williams

or to such other address as Licensor may furnish to Licensee in writing.

- (b) If to Licensee:
District Three Governmental Cooperative
District Three Public Transit
4453 Lee Highway,
Marion, Virginia 24354
Attention: Mike Guy, Executive Director

or to such other address as Licensee may furnish to Licensor in writing.

The receipt of the notice or other written communication shall be deemed to be the date of the postmark.

29. MISCELLANEOUS.

(a) Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

(b) This License Agreement grants a license only, revocable or terminable under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

(c) Licensor disclaims any warranty, expressed or implied, regarding Licensor's title or rights, if any, with regard to the Premises.

(d) Section headings of this agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

30. **GOVERNING LAW.** The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and heard in the General District or Circuit Court of Smyth County, Virginia.

31. **CONFLICT AND SEVERABILITY.** If any portion of this contract is in conflict with any law, regulation or other agreement the County may have regarding the Whitetop site, i.e. the agreement between the County and the U.S. Forestry Service, then the law, regulation, or other agreement will take precedence and the portion of this contract that is in conflict will be nullified. Any portion of this contract which is not in conflict will remain in force.

32. **ENTIRE AGREEMENT.** This License Agreement is the entire agreement between the parties on the subject matter to which it applies.

WITNESS the following signatures:

LICENSEE: DISTRICT THREE GOVERNMENTAL COOPERATIVE

By: Mike Guy 7/22/14
Mike Guy, Executive Director Date

Attest: Mac DeBusk 7/22/2014
Mac DeBusk, ITS SPECIALIST Date

LICENSOR: SMYTH COUNTY, VIRGINIA

By: Wade H. Blevins, Jr. 7-22-14
Wade H. Blevins, Jr., Chairman Date

Attest: Michael L. Cater
Michael L. Cater, County Clerk Date

30. **GOVERNING LAW.** The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and heard in the General District or Circuit Court of Smyth County, Virginia.

31. **CONFLICT AND SEVERABILITY.** If any portion of this contract is in conflict with any law, regulation or other agreement the County may have regarding the Whitetop site, i.e. the agreement between the County and the U.S. Forestry Service, then the law, regulation, or other agreement will take precedence and the portion of this contract that is in conflict will be nullified. Any portion of this contract which is not in conflict will remain in force.

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WITNESS the following signatures:

LICENSEE: DISTRICT THREE GOVERNMENTAL COOPERATIVE

By: Mike Guy, Executive Director _____
Date

Attest: Mac DeBusk, ITS Specialist _____
Date

LICENSOR: SMYTH COUNTY, VIRGINIA

By: Wade H. Blevins, Jr., Chairman _____
Date

Attest: Michael L. Carter, County Clerk _____
Date 8-4-14

EXHIBIT "A"

Description of Property

EXACT ROUTING OF
ELECTRIC SERVICE TO BE DETERMINED BY
PROVIDER (AEP)

50' SELF-SUPPORT
TOWER (E)

3' Gate (E)

16F8/FB
BLDG
FD 04607(E)

12x20'
SHELTER

ICE BRIDGE

EXISTING GUY
ANCHOR

EXISTING GUY
WIRE

10.0'

20.0'

15.0'



Federal Communications Commission
Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

AUG 05 2013

LICENSEE: DISTRICT THREE GOVERNMENTAL COOPERATIVE

ATTN: TRANSIT OPERATIONS MANAGER
DISTRICT THREE GOVERNMENTAL COOPERATIVE
4453 LEE HIGHWAY
MARION, VA 24354-4269

Call Sign WQRU702	File Number 0005837979
Radio Service PW - Public Safety Pool, Conventional	
Regulatory Status PMRS	
Frequency Coordination Number PS20130101372	

FCC Registration Number (FRN): 0005524772

Grant Date 07-30-2013	Effective Date 07-30-2013	Expiration Date 07-30-2023	Print Date 07-31-2013
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

- Loc. 1** Address: WHITETOP MOUNTAIN
City: WHITE TOP County: GRAYSON State: VA
Lat (NAD83): 36-38-19.4 N Long (NAD83): 081-36-19.4 W ASR No.: Ground Elev: 1683.9
- Loc. 2** Area of Operation
Land Mobile Control Station meeting the 6.1 Meter Rule: SMYTH county, VA
- Loc. 3** Address: 4453 LEE HIGHWAY
City: MARION County: SMYTH State: VA
Lat (NAD83): 36-51-12.0 N Long (NAD83): 081-28-06.0 W ASR No.: Ground Elev: 701.6
- Loc. 4** Area of Operation
Operating within a 32.0 km radius around fixed location 1

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000453.78750000	FB2	1		11K2F1D 11K2F3E 7K60FXD 7K60FXE	100.000	16.600	33.5	685.5	07-30-2014

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: DISTRICT THREE GOVERNMENTAL COOPERATIVE

Call Sign: WQRU702

File Number: 0005837979

Print Date: 07-31-2013

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
2	1	000458.78750000	FX1	1		11K2F1D 11K2F3E 7K60FXD 7K60FXE	40.000	120.000			
3	1	000453.78750000	FB	1		11K2F1D 11K2F3E 7K60FXD 7K60FXE	40.000	120.000	15.2	-98.3	07-30-2014
4	1	000453.78750000	MO	50		11K2F1D 11K2F3E 7K60FXD 7K60FXE	40.000	120.000			07-30-2014
4	1	000458.78750000	MO	50		11K2F1D 11K2F3E 7K60FXD 7K60FXE	40.000	120.000			07-30-2014

Control Points

Control Pt. No. 1

Address: 4453 LEE HIGHWAY

City: MARION

County: SMYTH

State: VA

Telephone Number: (276)783-8157

Waivers/Conditions:

NONE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Slomp Brant Saunders & Assoc., Inc. 116 W. Main St., P.O. Box 887 Marion VA 24354	CONTACT NAME: Henry Brant PHONE (A/C, No, Ext): (276) 783-5146 FAX (A/C, No): (276) 783-6116 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED District Three Governmental Cooperative 4453 Lee Highway Marion VA 24354-4270	NAIC #

COVERAGES

CERTIFICATE NUMBER: **CL146301839**

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		EPP 011 17 10	10/1/2011	10/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	OED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder listed below is also named as an Additional Insured

CERTIFICATE HOLDER

CANCELLATION

Smyth County 121 Bagley Cir. Marion, VA 24354	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE D Jennings/PRD006 <i>Donna A. Jennings</i>

A meeting of the Smyth County Ordinance Committee was held at the County Office Building on Wednesday, July 31, 2019 at 4:00 p.m.

Board Members Present: Royal Oak District Supervisor Judy Wyant, Chair
Saltville District Supervisor Roscoe D. Call
Atkins District Supervisor Charles Atkins

Staff Present: Michael Carter, County Administrator
Lisa Richardson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Jeff Campbell, Campbell Law Firm

Others Present: Tom Burkett, Treasurer

At 4:02 p.m. Royal Oak District Supervisor Judy Wyant called the meeting to order.

Tom Burkett, Treasurer was in attendance of the meeting to address questions that were communicated by Board members during the Public Hearing for the proposed ordinance that would allow 20% be added to an individual's delinquent Personal Property bill to allow for offsetting the costs that are associated with the administrative, collection agency and attorney's fees that are accumulated due to trying to collect the delinquent bill. Mr. Burkett explained for such fees to be applied in the collection process an ordinance identifying the ability to collect such fee must be passed by the local governing body. Board members were concerned with the time frame in which the fees were being applied to delinquent bills. Mr. Burkett explained the fees would likely be added to delinquent bills older than four (4) years, and the Treasurer's office will be as uniform as possible when adding the fees to the tax bills. After discussion, Atkins District Supervisor Charles Atkins made a motion to recommend adopting the ordinance as presented during the Public Hearing. Saltville District Supervisor Roscoe D. Call seconded the motion. All agreed unanimously.

Jeff Campbell, County Attorney addressed the noise ordinance complaint that was heard during the July 9, 2019 Board of Supervisors Meeting. Mr. Campbell reviewed Smyth County's current noise ordinance, and stated the Commonwealth Attorney has previously communicated the ordinance would be difficult to defend as currently written. In order to enforce the ordinance, the County would have to invest in the correct equipment and have it calibrated accordingly. The noise ordinance would need to be reviewed and possibly changed. The committee was given a copy of the noise ordinance for Virginia Beach, and asked to review as a guide line for Smyth County. Atkins District Supervisor Charles Atkins made a motion to allow the committee to review information given and discuss at a future meeting. Saltville District Supervisor Roscoe D. Call seconded the motion. All agreed unanimously.

With nothing else to discuss, the meeting was adjourned 4:38 P.M.

A meeting of the Smyth County Water and Sewer Committee was held at the County Office Building on Tuesday, July 30, 2019 at 4:30 p.m.

Board Members Present: Saltville District Supervisor Roscoe D. Call, Chair
Chilhowie District Supervisor R. Curtis Rhea

Staff Present: Michael Carter, County Administrator
Lisa Richardson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Wally Blevins, Water/Sewer Department Foreman

At 4:48 p.m. Chairman, Saltville District Supervisor Roscoe D. Call called the meeting to order.

Michael Carter, County Administrator presented information that had been received from the Mt. Rogers Planning District Commission concerning the availability of grant funding for infrastructure planning and technical assistance. Mr. Carter informed the Committee the deadline to apply for these funds is August 26, 2019. The Committee reviewed and discussed projects. Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend applying for funding of the following projects. All agreed unanimously.

- *Daywood Lane Water Meter Main Design (Technical Assistance Funds)
- *Atkins Small Sewer Extension (Construction Funds)
- *Daywood Water Main Extension (Construction Funds)
- *Water Correlator Project (Construction Funds)
- *Water Metering Equipment Project (Construction Funds)

Michael Carter, County Administrator then presented a draft copy of the Term Services Agreement (as show attached) that has been drafted by County Attorney, Jeff Campbell. After review, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend adopting the Term Services Agreement as presented. All agreed unanimously.

Lastly, Mr. Carter updated the Committee concerning a past due bill for Watson Gollehon. During a previous meeting the Board of Supervisors, along with the Committee had agreed to waive late charges from an account for Mr. Gollehon, with the understanding the balance would be satisfied. To date, the balance has not been cleared and a lien has been placed on the property.

With nothing else to discuss, Chairman, Saltville District Supervisor Roscoe D. Call adjourned the meeting at 6:22 P.M.



SMYTH COUNTY , VIRGINIA
MASTER CONTRACT

GENERAL CONDITIONS AGREEMENT

DATE:



MASTER CONTRACT GENERAL CONDITIONS AGREEMENT

THIS MASTER CONTRACT GENERAL CONDITIONS AGREEMENT (the "Master Agreement"), made and entered into this ____ day of _____, by and between THE COUNTY OF SMYTH, a Local Governmental Agency (of which entities shall hereinafter be referred to as "Owner") and _____, a _____ corporation/partnership/ sole proprietorship [*strike through what does not apply*] (hereinafter referred to as "Architect or Engineer").

WITNESSETH:

WHEREAS, the entity referred to as Owner may from time to time contract with third parties to perform certain architectural or engineering services (the "Work") on various projects (the "Project(s)"); and

WHEREAS, the applicable Owner may engage Architect or Engineer to perform a portion of the Work under such contracts entered into by it; and

WHEREAS, the parties hereto desire to enter into this Master Agreement to set forth the general conditions of contracts between them for Projects in order to expedite the contracting process at the time of future Projects.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the parties hereto agree as follows:

GENERAL

1. This Master Agreement shall only be given effect with regard to a particular contract between Architect or Engineer and the entity referred to as Owner if it is explicitly made a part of the Contract by the terms of a contract agreement, by which the applicable Owner engages Architect or Engineer for a particular Project (the "Contract Agreement"). In order to standardize the incorporation of this Master Agreement into the Contract between the parties, the form "stamp" attached hereto as Exhibit A may be used to incorporate the terms of this Master Agreement into each Contract to which such stamp is affixed. This provision shall not prohibit incorporation of this Master Agreement through an alternative stamp or language agreed to by the parties.

2. This Master Agreement shall not be deemed or construed to obligate the entity referred to as Owner to engage Architect or Engineer nor to obligate Architect or Engineer to accept architectural or



engineering services from the entity referred to as Owner. Additionally, this Master Agreement shall not be deemed or construed to make the entity referred to as Owner liable for the contractual obligations of the other entity referred to as Architect or Engineer.

1. CONFLICTS

1.1 Priorities. In the event of conflicts or discrepancies between the Scope of Services (as such term is defined in the Contract Agreement), interpretations will be based on the following priorities: (i) the Contract Agreement, (ii) this Master Agreement, (iii) Addenda, with those of a later date having precedence over those of an earlier date, (iv) the Prime Contract (as such term is defined in the Contract Agreement), with subsequent addenda, including Modifications and Supplementary Conditions, having precedence over the original scope of services, and (v) Request for Quotation. In case of an inconsistency between the Scope of Services or within other documents not clarified by an Addendum, the more specific provision will take precedence over the less specific, the more stringent will take precedence over the less stringent, the more expensive item will take precedence over the less expensive, and the better quality or greater quantity of work shall be provided. Notwithstanding the foregoing or any other provision of this Master Agreement to the contrary, in no event shall Architect or Engineer have greater rights with regard to any item or matter under the Contract than Owner has, and is able to successfully enforce, with regard to the comparable item or matter under the Prime Contract.

1.2 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the Scope of Services, the Architect or Engineer shall notify Owner of same in writing within three (3) business days of the Architect or Engineer's discovery thereof. Upon receipt of Architect or Engineer's notice of such an inconsistency or omission, Owner shall instruct the Architect or Engineer as to the measures to be taken, if any, and the Architect or Engineer shall comply with Owner's instructions.

2. PAYMENT

3.1 Progress Payments. Progress payments of the Contract Price (as such term is defined in the Contract Agreement) shall be due Architect or Engineer, subject to the conditions precedent established by Section 3.2, proportional to the amount of the Architect or Engineer's Scope of Services (as such term is defined in the Contract Agreement) then completed and approved, less the percentage for retainage provided for in the Contract Agreement, unless a greater rate of retainage is required under the Prime Contract. If a greater rate of retainage is required under the Prime Contract, the parties shall use the greater rate. For the purpose of determining the amount of progress payments, Architect or Engineer shall furnish Owner, before its first application for progress payment, a Schedule of Values satisfactory to Owner, at Owner's sole discretion. If Owner disapproves of Architect or Engineer's Schedule of Values, Owner shall establish a reasonable breakdown, which shall serve as the basis for progress payments. Acceptance of progress payments under this Section 3.1 by Architect or Engineer shall constitute a waiver of any and all claims by the Architect or Engineer against the Owner, the Owner's surety, the premises or any payment bond unless such claims are expressly reserved on the face of the application for payment, a copy of which is attached hereto as Exhibit B. Inclusion of any reservation of claims in a cover letter submitting the application for payment shall not be sufficient to reserve such claim under this Section 3.1. The application for payment shall also include an affidavit and release/waiver of all claims and liens as described in Section 3.2 and in the form used by the Owner, unless a different form is required by the Owner.

3.2 Conditions Precedent to Payment. It is specifically understood and agreed that Owner shall neither process, nor pay, applications for progress payments from Architect or Engineer nor pay any other amount to Architect or Engineer unless and until each of the following conditions precedent to payment are met: (i) such applications include the Owner's job number clearly thereon, (ii) Architect or Engineer shall provide, in a form satisfactory to Owner, partial lien waivers, release of claims and/or affidavits, as may be required by Owner, from Architect or Engineer and its subcontractors and suppliers for all prior payments and the payment then applied for. Owner's payment despite one or more of the foregoing conditions precedent not being satisfied shall not constitute a waiver of Owner's right to insist of any other condition precedent or all conditions precedent at some later time.



3.3 Time of Payment. Architect or Engineer shall submit progress payment applications in a form satisfactory to Owner no later than the day of each payment period provided for in the Contract Agreement, indicating work completed. Applications for payment that exceed the percentage of Architect or Engineer's Work performed on the Project as required by the Contract will be placed on hold for thirty (30) days.

3.4 Failure of Architect or Engineer to Make Payment. Architect or Engineer shall ensure that all its subcontractors, employees, and suppliers are paid all amounts due in connection with the Contract. Owner may withhold any progress payments until Architect or Engineer submits evidence satisfactory to Owner that all amounts due any third party in connection with the Contract have been paid. Further, in its sole discretion, Owner may pay any and all persons that have not received payment from Architect or Engineer due in connection with the Contract, whether or not a lien has been filed. If Owner is required to pay or indemnify any person hereunder, Architect or Engineer shall immediately reimburse Owner for the full amount of such cost. Architect or Engineer shall also immediately reimburse Owner for any amounts paid under Owner's payment bond in connection with the Contract or other Owner payments relating to a failure of Architect or Engineer to make payment, and indemnify Owner for failure of Architect or Engineer to make payment, and indemnify Owner for any other costs associated therewith, including Owner's attorney's fees.

3.5 Payment Not Acceptance. Payment to Architect or Engineer is specifically agreed not to constitute or imply acceptance by Owner of any portion of Architect or Engineer's work.

3.6 Right to Withhold Payment. Owner may withhold amounts otherwise due under a the Contract or due under any other contractual arrangement between the parties to compensate Owner for costs Owner has incurred or may incur for which Architect or Engineer may be responsible hereunder or otherwise. Appropriate adjustments to such withholding shall be made when the exact amounts owed hereunder are determined.

3.7 Final Payment. Final payment shall be made after completion of all work, acceptance by the Owner and compliance with all Contract obligations, all of which shall be conditions precedent to the making of final payment to the Architect or Engineer. Owner shall be entitled to proof of the Architect or Engineer's payment for labor, material and services used before any payment is due. The Architect or Engineer shall submit payroll affidavits if required. The Architect or Engineer shall be responsible at all times for its labor and/or materials until accepted by the Owner. The Architect or Engineer shall furnish an Architect or Engineer reconciliation form, guarantees, final payment application and all other documents required by the Prime Contract for the Architect or Engineer's Work, including releases of all claims and liens as a condition precedent to final payment. Any liquidated damages withheld by the Owner shall be asserted against the Architect or Engineer for any delay(s) attributable to the Architect or Engineer's fault.

Architect or Engineer acknowledges the importance of timely payment application to successful Project closeout. In consideration of this requirement, Architect or Engineer expressly agrees to submit its final payment application and all other required documentation necessary for final payment within 30 days of its last work on the Project. Architect or Engineer further agrees that failure to submit its final payment application within 90 days of its last Work on the Project shall constitute a waiver of further payment.

Acceptance of final payment by Architect or Engineer shall constitute a full waiver and release by Architect or Engineer of all claims against Owner arising out of or relating to the Contract.



4.0 SCHEDULE OF WORK

4.1 Schedule. The Architect or Engineer agrees to promptly provide the Owner a schedule indicating the duration for completion of design drawings.

4.2 Time Is Of The Essence. Time is of the essence in the Architect or Engineer's proper performance of its obligations under the Contract. Owner shall have the right to direct the manner in which the Architect or Engineer performs its work. The Architect or Engineer shall proceed with the performance of the work at such time and in such sequence as Owner may direct. If overtime is required solely to accelerate Project completion, it shall be authorized in writing and paid for by Owner. Payments due may be withheld to insure timely progress and completion of work. The Architect or Engineer shall be liable for all losses and damages incurred by Owner (including consequential damages) due to any inexcusable delay of the Architect or Engineer in the performance of the Work.

4.3 Extensions of Time. The Architect or Engineer shall be entitled to an extension of time for performing and completing the Work covered by the Contract upon the same terms and conditions under which an extension of time is allowable under the Prime Contract, but only to the extent that an extension of time is actually granted by the Owner or its representative under the Prime Contract. Notice of the excusable delay shall be given to Owner in writing as soon as possible after the beginning of said delay, but in any case, such notice must be given to Owner in no more than one half (1/2) of the time allowed under the provisions of the Prime Contract. If the Architect or Engineer fails to give such notice in a timely manner, then any entitlement to a time extension otherwise due the Architect or Engineer shall be deemed to be waived. The Owner's decision with regard to the delay, including any assessment of liquidated damages, shall be binding upon and chargeable to the Architect or Engineer, subject only to the disputes procedure provided in the Prime Contract.

5. ARCHITECT OR ENGINEER LIABILITY

5.1 Scope. Architect or Engineer shall be liable to Owner for all costs and other damages Owner incurs as a result of Architect or Engineer's failure to perform the Contract in accordance with its terms. Architect or Engineer's failure to perform shall include the failure of its subcontractors of any tier to perform. Architect or Engineer's liability shall include, but not be limited to: (i) damages and other delay costs payable by the Owner; (ii) Owner's increased costs, such as extended overhead and increased costs resulting from Architect or Engineer-caused delays or improper Architect or Engineer's Work; (iii) warranty and rework costs; (iv) liability to third parties; (v) errors or omissions; (vi) excess costs of re-procurement; and (vii) attorney's fees and related costs of resolving disputes related to Architect or Engineer's failure to perform.

6. CHANGES AND CLAIMS

6.1 Changes. Owner may direct changes in Architect or Engineer's Work at any time. Any changes to the Architect or Engineer's Work shall be in writing and Architect or Engineer shall perform the Architect or Engineer's Work, as changed, without delay. Architect or Engineer shall submit a price quotation within seven (7) days to Owner for changes requested in its quotation to Owner, which estimate shall be the maximum amount due Architect or Engineer for such changes. The costs of such changes shall be the direct cost to Architect or Engineer to perform same, plus a percent of such direct cost (the "Profit Percentage") representing overhead and profit. The amount of the Profit Percentage shall be established in the Contract Agreement for each Project.

6.2 Authorship of Plans. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect or Engineer as instruments of service shall remain the property of the Architect or Engineer. The Architect or Engineer shall retain all common



law, statutory and other reserved rights, including copyright thereto, unless a written agreement to the contrary is mutually agreed to by both parties.

6.3 Claims. Any claims for adjustment in the Contract Price, time for completion or other Contract provisions, shall be submitted to Owner, in writing, in sufficient time for Owner to review claims in accordance with the Contract Documents, but in no event later than 14 days after such costs are incurred or the cause of such adjustment is known or should be known to Architect or Engineer.

6.4 Claims Relating to Owner. As a precondition to any action against Owner, Architect or Engineer agrees to exhaust through Owner the remedies available under the Contract Documents, including suit for breach of contract against Owner. Architect or Engineer agrees to furnish all documents, statements, witnesses and other information required by Owner for reconciliation of claim. No dispute shall interfere with the progress of the work and the Architect or Engineer shall continue with Architect or Engineer's Work as directed.

7. LAWS, PERMITS, FEES AND PATENTS

7.1 Compliance. Architect or Engineer shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of Architect or Engineer's Work on the Project. Architect or Engineer shall comply with Federal, State and Local tax laws, Social Security Acts, Unemployment Compensation Acts, Worker's Compensation Acts, equal employment opportunity laws, minority business enterprise laws, women's business enterprise laws and disadvantaged business enterprise laws insofar as applicable to the performance of Architect or Engineer's Work. Architect or Engineer shall be duly licensed to operate under the laws of the applicable jurisdictions.

7.2 Hold Harmless. Architect or Engineer agrees to hold Owner harmless against the payment of any and all losses, costs, expenses, contributions, taxes or premiums which may become due or payable under Federal, State or Local laws arising out of Architect or Engineer's failure to comply with the laws outlined in Section 7.1 above, including any interest or penalties. Architect or Engineer waives any and all claims for additional compensation because of any increase in taxes, contributions or premiums unless Owner agrees to such increases incurred by Architect or Engineer.

7.3 Patents and Royalties. Architect or Engineer agrees to pay all royalties and license fees owed by reason of performance of Architect or Engineer's Work on the Project. Architect or Engineer agrees to defend all suits or claims for infringement of any patent rights, due to the inclusion of patented materials in the Architect or Engineer's Work, that may be brought against Owner, and agrees to indemnify Owner for all loss, costs and expenses, including attorney's fees, on account thereof.

8. TERMINATION FOR CONVENIENCE

Owner shall have the right to terminate a Contract, without cause, for its convenience, when Owner determines that it is in its own best interests to so terminate the Contract. If a Architect or Engineer is terminated for convenience, Architect or Engineer shall comply with all of Owner's termination instructions and shall be entitled to receive payment for the portion of Architect or Engineer's Work actually completed and accepted, and a reasonable overhead and profit (to in no event exceed the Profit Percentage) in connection with such work, except that if the Prime Contract is also terminated for convenience or otherwise, termination settlement and costs to Architect or Engineer shall be as so provided in the Prime Contract, and in the amount actually received by Architect or Engineer from Owner for such portion of Architect or Engineer's Work. Architect or Engineer shall not be entitled to any recovery of profit or unabsorbed overhead in connection with portions of Architect or Engineer's Work not actually performed or future work.



9. ARCHITECT OR ENGINEER'S FAILURE OR INABILITY TO PERFORM

9.1 Causes for Termination. If, in the opinion of Owner, Architect or Engineer shall at any time: (i) fail in any respect to prosecute Architect or Engineer's Work according to the current schedule; (ii) submit a false or misleading lien or claim waiver; (iii) fail to make payments to its subcontractors, employees and suppliers; (iv) file a petition under the Bankruptcy code, make an assignment for the benefit of creditors or become insolvent; or (v) otherwise fail to comply with all provisions of its Contract Documents then, after providing written notice to Architect or Engineer of such failure or default and the passage of twenty-four (24) hours from Architect or Engineer's receipt of such notice without such failure or default being fully remedied or cured, Owner, at its option may:

- (a) take such steps as are necessary to remedy or cure the failure or default (without voiding or modifying the other provisions of the Contract), in which case the Architect or Engineer shall be liable to Owner for all consequent costs, plus interest, and reasonable attorney's fees thereof;
- (b) terminate the Architect or Engineer for default; or
- (c) seek specific performance of Architect or Engineer's obligations under the Contract, it being agreed by Architect or Engineer that specific performance may be necessary to avoid irreparable harm to Owner.

9.2 Demand for Assurances. In the event Owner becomes concerned about Architect or Engineer's ability to continue performance under the Contract, Owner may demand that Architect or Engineer provide reasonable assurances of its ability for timely future performance of the Contract. Failure to comply with such a demand within ten (10) days of Architect or Engineer's receipt thereof shall entitle Owner to terminate the Contract for default.

9.3 Owner's Rights Upon Termination for Default. In the event of termination for default, Owner may, at its option either by itself or through others complete Architect or Engineer's Work by whatever method Owner may deem expedient. In the event of termination for default, Architect or Engineer shall not be entitled to receive any further payment until Architect or Engineer's Work shall be fully completed and accepted by the Owner. At such time, if the unpaid balance of the Contract Price to be paid exceeds the expense incurred by Owner to so complete Architect or Engineer's Work and all attorneys' fees incurred by Owner as a result of such termination for default, such excess shall be paid by Owner to Architect or Engineer. However, if the expense incurred by Owner to so complete Architect or Engineer's Work exceeds the unpaid balance of the Contract Price, then Architect or Engineer shall pay Owner such excess expense and all attorneys' fees incurred by Owner as a result of such termination for default.

9.4 Recourse Against Owner. If Owner wrongfully terminates Architect or Engineer, Owner shall be liable to Architect or Engineer for the costs Owner would have paid to Architect or Engineer if Owner had terminated Architect or Engineer for convenience. Architect or Engineer's aforesaid remedy shall be exclusive. Nothing hereunder shall prevent Owner from withholding monies from Architect or Engineer under other provisions of the Contract Documents.

9.5 Force Majeure. The performance of the Contract by either party shall be subject to acts of God, war, government regulation, natural disaster, strikes, civil disorder, curtailment of transportation or supply facilities or other emergency beyond the control and not of the making of either party, making it impossible to perform the obligations set forth in the Contract in accordance therewith. In the event such circumstances occur, if performance is totally impossible, either party may terminate the Contract without liability therefore. If partial performance is possible under the Contract, reasonable extensions of time for said performance shall be allowed.



10. INSURANCE

10.1 Policies. Before commencing Architect or Engineer's Work, Architect or Engineer shall procure and maintain at its own expense Professional Design Liability insurance coverage in the amount of \$1,000,000 annual aggregate. Coverage shall be maintained without interruption from date of commencement of work until termination of this agreement.

10.2 Notice and Right to Pay Premiums. Architect or Engineer shall provide Owner with copies of certificates of insurance coverage for all required coverages and proof of payment of all premiums. Insurance policies shall provide for notification to Owner of non-payment of any premium and shall give Owner the right to make the premium payment thereunder within a reasonable time. Any premium payments made by Owner shall be deducted from amounts due Architect or Engineer under the Contract. Insurance policies shall provide for thirty (30) days prior written notice to Owner of cancellation or modification.

10.3 Certificates of Insurance. Architect or Engineer must submit a Certification of Insurance acceptable to the Owner prior to commencement of the work. These certificates and the insurance policies required by this Paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.

11. INDEMNIFICATION

11.1 Architect or Engineer's Performance. To the fullest extent permitted by Virginia law, the Architect or Engineer shall indemnify, defend and hold harmless the Owner (including its affiliates, parents and subsidiaries), from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the Architect or Engineer's negligent acts or omissions, or reckless or intentional wrongful conduct and in performance of the Architect or Engineer's Work.

11.2 No Limitation Upon Liability. In any/all claims against the Owner (including its affiliates, parents and subsidiaries) or any of their officers, directors, agents or employees, by any employees of the Architect or Engineer, anyone directly or indirectly employed by the Architect or Engineer or anyone for whose acts the Architect or Engineer may be liable, the indemnification obligation under Section 11.1 shall not be limited in any way by benefits payable by or for the Architect or Engineer under Worker's or Workmen's Compensation Acts, disability benefits acts or other employee benefit acts or by the amount of Professional Design Liability insurance coverage carried or required to be carried hereunder by Architect or Engineer. Likewise, in no event shall Section 11.1 limit in any way benefits payable on behalf of the Owner under an insurance policy carried or required to be carried hereunder by Architect or Engineer. The indemnity provisions in this Section and the remainder of this Master Agreement are entered into based on the agreement that additional consideration will be given on each Contract for the indemnification provisions contained herein.

11.3 Indemnity Obligations After Project Completion. The indemnity obligations herein shall survive the termination of the Architect or Engineer for any reason and shall survive both or either of the Architect or Engineer's and Owner's completion of the Work on the Project. In all instances, this indemnity obligation shall survive irrespective of whether the Architects or Engineer's insurance coverage, as required by the Master Agreement, has been maintained, changed, cancelled, or otherwise terminated since the termination of the Contract or since the Architect or Engineer's and/or Owner's completion of Work under the Project. It is strongly recommended that Architect or Engineer maintain its insurance with this requirement in mind.

12. LABOR POLICY



12.1 Immigration Reform and Control Act Of 1986. By signing of this Master Contract, Architect or Engineer certifies that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended and Section 40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens and (ii) will follow the provisions of Federal and State employment and wage hour laws.

12.2 Equal Employment Opportunity. Architect or Engineer shall not discriminate against any employee or employment applicant because of race, sex, color, religion, national origin or any other class or category prohibited by Federal, State or local laws or regulations. Architect or Engineer shall allow access to its books, records, and accounts by representatives of Owner for purpose of investigations to ascertain compliance with the foregoing provision. Those requirements shall be in addition to any similar provision of Equal Employment Opportunity in the Prime Contract. If Architect or Engineer fails to comply with the foregoing provisions, the Contract may be terminated for default. Notwithstanding the foregoing, the Owner shall not be deemed or construed to be responsible to oversee Architect or Engineer's compliance with the foregoing equal employment opportunity requirements, nor shall Owner be deemed or construed to be responsible for Architect or Engineer's failure to comply with such requirements.

12.3 Drug-Free Workplace: During the performance of this contract, the Architect or Engineer agrees to (i) provide a drug-free workplace for the Architect or Engineer'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 Architect or Engineer'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 Architect or Engineer that the Architect or Engineer maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Architect or Engineer, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12.4 Anti-Discrimination. Architect or Engineer must conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginia with Disabilities Act, The Americans with Disabilities Act, and Section 2.2-4359 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provision in (a) and (b) below apply:

- (a) During the performance of this contract, the Architect or Engineer agrees as follows:
 - (i) The Architect or Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect or Engineer. The Architect or Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
 - (ii) The Architect or Engineer, in all solicitations or advertisements for employees placed by or on behalf of the Architect or Engineer, will state that such Architect or Engineer is an equal opportunity employer.
 - (iii) Notices, advertisements and solicitations placed in accordance with federal law rules or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.



- (b) The Architect or Engineer will include the provision of (a) above in every Architect or Engineer's purchase order over \$10,000 so that the provisions will be binding upon each subcontractor and vendor.

13. ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment. Architect or Engineer agrees that it will not transfer, assign or delegate the Contract, or any payment due thereunder, without the prior written consent of Owner, which consent shall not be unreasonably withheld.

13.2 Subcontractors. Architect or Engineer agrees that all of its subcontractors and lower-tier suppliers will be subject to all terms and conditions of the Contract. Owner's consent to any subcontracting by Architect or Engineer shall not be deemed to create any contractual relationship between Owner and any subcontractor or supplier to whom Architect or Engineer's Work or any portion thereof is subcontracted to.

14. CHOICE OF LAW/VENUE

14.1 Choice of Law. This Master Agreement and the Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

14.2 Consent to Jurisdiction. The Architect or Engineer expressly consents to the exclusive jurisdiction of the Courts of the Commonwealth of Virginia. The Architect or Engineer shall comply with applicable federal, state and local laws and regulations. The Architect or Engineer shall not raise and hereby expressly waives any jurisdictional defense related to any action brought in the Courts of the Commonwealth of Virginia relating to any matters arising out of and/or related to this Agreement. Additionally, Architect or Engineer shall not initiate any action other than in the State Courts of the Commonwealth of Virginia, specifically excluding the Federal Courts.

14.3 Venue/Forum Selection. Exclusive venue for all actions arising out of or related to this Master Agreement shall be in Smyth County, Virginia Circuit Court. Pursuant to this clause, the Architect or Engineer and Owner expressly agree that Smyth County, Virginia Circuit Court shall be the exclusive forum for the initiation and initial resolution of all actions arising out of or related to this Master Agreement or any Contract between the parties. The parties' choice of the above referenced forum shall prohibit the initiation and/or removal of any action in or to a Federal Court.

14.4 Waiver of Jury Trial. The parties expressly waive all rights to a trial by jury in any action arising out of or related to this Master Agreement.

14.5 Work Continuation and Payment. Unless the parties mutually agree otherwise, Architect or Engineer shall carry on Architect or Engineer's Work pending any action arising out of or related to this Master Agreement or any Contract between the parties. If Architect or Engineer carries on Architect or Engineer's Work and otherwise complies with the Contract, Owner shall continue to make progress payments in accordance with the Contract. This provision in no way limits Owner's right to terminate a Contract pursuant to the terms of this Master Agreement.

15. ATTORNEYS' FEES

Should Owner employ an attorney to institute and maintain a suit, to enforce or defend any of Owner's rights under a Contract, to protect Owner's interest in any matter arising under the Contract, to collect damages for the breach of the Contract or any other amounts owed to Owner, then Owner shall be entitled to immediately recover its attorneys' fees, costs, charges, and expenses expended or incurred therein from Architect or Engineer. In the event of dispute under the Contract, the prevailing party shall be entitled to recover its attorneys' fees, expert fees and related costs from the non-prevailing party, at all levels of formal dispute resolution, including litigation and appeals.



16. NOTICES

All notices hereunder required to be in writing shall be deemed duly given if delivered in person, by certified mail, return receipt requested, by registered mail, postage prepaid, by facsimile or by e-mail (electronic mail): if to Owner at 121 Bagley Circle, Marion, VA 24354, Attn: Mr. Michael Carter, fax number: (276) 783-9314, and if to Architect or Engineer, at

Attn:_____. The party to receive notices and that places notices are to be sent for either Owner or Architect or Engineer may be changed by notice given pursuant to the provisions of this Section. Notices given by facsimile or e-mail shall be deemed given as of the time and date shown to have been transmitted by the applicable facsimile transmission report or the e-mail header, provided however, that such facsimiles and/or e-mails delivered after 5:00 p.m. on a Friday shall be deemed delivered at 8:00 a.m. the following Monday morning.

17. AUTHORIZED REPRESENTATIVE

The Owner and Architect or Engineer shall each designate in the Contract Agreement a person who shall be their authorized representative with regard to the Project. Such authorized representatives shall be the only persons to issue and receive instruction, orders or directions, except in an emergency.

18. SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right thereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or rights as respects further performance of the Architect or Engineer.

19. TITLES

The titles given to the Sections of this Master Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

20. COUNTY ATTORNEY APPROVAL

This Master Agreement, in its standard form, has been reviewed and approved as to form by the Smyth County Attorney. Any alterations to this Master Agreement by the Architect or Engineer are invalid without subsequent review and approval as to form by the Smyth County Attorney.



IN WITNESS WHEREOF, the parties by their duly authorized representatives, have hereunto executed this Master Agreement, on the day and year above written.

OWNER:
Smyth County, Virginia
121 Bagley Circle, Suite 100
Marion, Virginia 24354

Attest/Witness:

By: _____
Name:
Title:

ARCHITECT OR ENGINEER:

Attest/Witness:

By: _____
Name:
Title:



EXHIBIT A

MASTER CONTRACT AGREEMENT INCORPORATION STAMP

The Master Contract General Conditions Agreement in force between the parties at the time of this Contract, including all amendments thereto, is incorporated herein by reference as if fully set forth herein.

Owner

Smyth County, Virginia

Authorized Signer:

Address: 121 Bagley Circle, Suite 100

Marion, Virginia 24354

Phone: (276) 783-3298 ext. 8301

Architect or Engineer

Company:

Authorized Signer:

Address 1:

Address 2:

Phone: