

# BOARD OF SUPERVISORS



TUESDAY, JANUARY 11, 2022  
5:00 P.M.



**Smyth County, Virginia**  
**121 Bagley Circle, Suite 100**  
**Marion, VA 24354**  
**(276) 783-3298 p**

*Atkins District*  
*Chilhowie District*  
*North Fork District*  
*Park District*  
*Royal Oak District*  
*Rye Valley District*  
*Saltville District*

*Charles E. Atkins*  
*Michael L. Sturgill*  
*Charles P. Stevenson*  
*Kristopher S. Ratliff, DPh*  
*S. Courtney Widener*  
*Lori H. Deel*  
*Roscoe D. Call*

*County Administrator*  
*Assistant County Administrator*

*Shawn M. Utt*  
*Alicia Richardson*

## **MEETING AGENDA**

### **SMYTH COUNTY BOARD OF SUPERVISORS**

Tuesday, January 11, 2022  
5:00 PM

- 1) **CALL MEETING TO ORDER**  
*Pledge of Allegiance & Invocation*  
Shawn Utt,  
Co. Admin.
- 2) **ELECTION OF OFFICERS:**  
Shawn Utt  
and  
Board Chair  
To Serve During Calendar Year 2022:
  - a. Board Chair
  - b. Board Vice-Chair
  - c. Clerk
  - d. Deputy Clerk(s)
- 3) **ORGANIZATIONAL ACTIONS**  
Board Chair
  - a. Adoption of Meeting Schedule (Pg 6)
  - b. Amendments / Adoption of Rules of Procedures (Pg 7-15)
  - c. Adoption of Holiday Schedule
- 4) **AMENDMENTS TO AGENDA**  
Board Chair
- 5) **SPECIAL RECOGNITIONS/PRESENTATIONS**  
Board Chair
  - a. Resolution of Appreciation – Royal Oak Supervisor, Judy Wyant (Pg 16)
- 6) **MINUTES OF PREVIOUS MEETINGS**  
Board Chair  
*Minutes of the December 14, 2021 meeting and December 30, 2021 meeting*  
(Pg 17-59)
- 7) **PUBLIC HEARINGS**  
Board Chair  
*None scheduled*
- 8) **FINANCIAL STATUS REPORT**  
Lisa Richardson,  
Asst. Co. Admin.
- 9) **PAYMENT OF INVOICES/ACCOUNTS PAYABLE (Pg 60-123)**  
Board Chair

- 10) **CITIZENS TIME** Board Chair  
*The Board welcomes your input. You may address the Board using the sign-in sheet located in the rear of the room. At this time, you may address the Board on items that may or may not be on the agenda. Time limit is three (3) minutes.*
- 11) **OLD BUSINESS** Board Chair  
a. Planning Commission's recommendation on a Special Use Permit request from Robert de Camara to establish an airport (Pg 124)  
b. Ordinance Committee Follow-up
- 12) **NEW BUSINESS** Board Chair  
a. Quarterly Appropriations – 3<sup>rd</sup> Quarter of FY22 (Pg 125-127)  
b. SW Virginia Regional Jail – Amendment to Agreement (Pg 128-173)  
c. CY 2022 Miscellaneous Appointments (Pg 174-175)  
d. Annual Statement of Economic Interests (Pg 176-204)
- 13) **REPORT FROM COUNTY ATTORNEY** Scot Farthing, County Att'y
- 14) **REPORT FROM COUNTY ADMINISTRATOR / STAFF** Shawn Utt, County Admin.
- 15) **SUPERVISOR COMMENT TIME** Board Members
- 16) **CLOSED SESSION**  
*Code of Virginia Section 2.2-3711(a)1 – discussion for consideration of employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of public officers, appointees or employees, regarding the County Attorney position recruitment.*



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*Alicia Richardson*

January 6, 2022

To: Members, Smyth County Board of Supervisors

CC: Smyth County Leadership Team

From: Shawn M. Utt, Smyth County Administrator

RE: Packet summary – January 11, 2022 Board meeting

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Below are summaries related to specific agenda items. Should additional information become available, we will provide as quickly as possible:

1. **Call to Order, Pledge of Allegiance & Invocation** – The pledge of allegiance will be led by Kendra Hayden, Economic Development Project Manager. The invocation will be provided by Rev. Emily Edmonson of Christ Episcopal Church in Marion.

*Organizational Meeting of the Board of Supervisors*

2. **Election of Officers** – The initial action of the Board will be to go through the process of election of officers (Chair, Vice-Chair, Clerk and Deputy Clerk(s)). As County Administrator, I would expect to continue to serve as the Clerk. I would like to recommend reappointing Lisa Richardson and Paula Harvey as Deputy Clerks.
3. **Organizational Actions** – Additional action items related to the Organizational Meeting include:
  - a. **Adoption of Meeting Schedule** – As I have discussed with each of you, I would like to recommend moving our meeting schedule to the second and fourth Thursday of each month. This will allow for a full two weeks in between meetings as well as allow us to keep with the monthly schedule of the Planning Commission. As we have experienced in the past, the only month that this conflicts with will be November. It has been the practice to move that meeting to the third Thursday if it is needed. For your information, **enclosed (Att. 1)** is a draft meeting schedule for 2022.
  - b. **Amendments / Adoption of Rules of Procedures** – For your information, **enclosed (Att. 2)** is the most recent version, last amended in June 2021. With the exception of Section 2.2 Regular Meetings (related to potentially updating the meeting schedule), I am not aware of any additional changes necessary but the Board may have some worth discussing.
  - c. **Adoption of Holiday Schedule** – We generally adopt the state holiday schedule as approved by the Governor and amended throughout the year. I would recommend continuing with that practice.
4. **Amendments to Agenda** – if any are necessary, they will be presented at the meeting.

5. **Special Recognitions/Presentations**

- a. **Resolution of Appreciation for Royal Oak District Supervisor, Judy Wyant** – we have prepared the **enclosed** (**Att. 3**) resolution for the Board’s consideration. We have invited Ms. Wyant to attend the meeting to allow us to present the resolution and a plaque showing the County’s appreciation for her years of service to the community.
6. **Minutes of Previous Meeting(s)** – the minutes of the December 14, 2021 meeting (**Att. 4**) and December 30, 2021 (**Att. 5**) meeting are **enclosed** for the Board’s review and approval.
7. **Public Hearings** (*none scheduled*)
8. **Financial Status Report** – Lisa Richardson will provide the most recent financials for the Board’s review.
9. **Payment of Invoices/Accounts Payable** – Accounts payable items from December 2021 are **enclosed** (**Att. 6**) for your review and consideration.
10. **Citizen’s Time** – Time has been set aside for citizens to provide comments to the Board on general items of interest or concern.

11. **Old Business Items:**

- a. **Planning Commission’s recommendation on a Special Use Permit request from Robert de Camara to establish an airport** – Following the recent joint public hearing for this request, the Planning Commission deliberated and decided on making a recommendation to the Board of Supervisors to approve the Special Use Permit as requested with the requirement that it be used only under Visual Flight Rules (VFR) conditions. The VFR designation limits the use of the airstrip to times when conditions in which the pilot (Mr. de Camara in this case) has sufficient visibility to fly the aircraft maintaining visual separation from terrain and other aircraft (as defined by the FAA). For your review and information, **enclosed** (**Att. 7**) is a memo with the Planning Commission’s full recommendation.
- b. **Ordinance Committee Follow-up** – Scot Farthing has been working to compile the draft ordinances that were presented by the Ordinance Committee at the Board’s December 14<sup>th</sup> meeting (Junior Firefighter Program, Elderly Tax Relief Program Amendment, and Updates to the Transient Occupancy Tax) for the Board’s consideration. He informed me he would be forwarding those electronically to the Board members. The next step would be for the Board to schedule public hearings for each ordinance. In looking at the calendar for the month of January, we have enough time to get the public hearings advertised (Jan. 15<sup>th</sup> and 22<sup>nd</sup>) and hold the public hearing on January 27<sup>th</sup>. If we were able to make that timetable work, and the Board ultimately approves the revised ordinances, we would be able to meet the deadline for the Elderly Tax Relief Program, which is calculated on February 1<sup>st</sup> of each year (something I recently learned from the Commissioner’s office).

12. **New Business Items:**

- a. **Quarterly Appropriations for 3<sup>rd</sup> Quarter of FY22** – We have compiled the appropriation

requests for the third quarter. Below is a summary and **enclosed (Att. 8)** are the requests from the Smyth County School Board and Smyth County Department of Social Services.

→ General County.....	6,545,118
→ Schools – Operating Fund.....	13,070,920
→ Social Services Fund.....	1,374,530
→ Sheriff’s Fund 746.....	6,000

**TOTAL APPROPRIATION – 3<sup>rd</sup> Quarter      \$ 20,996,568**

- b. **Southwest Virginia Regional Jail (SWVRJA) Amendment to Agreement** – As you may remember, the City of Bristol has been working with the SWVRJA in an effort to join the Authority as a full member. By adding the City of Bristol as a full member, it will result in the County’s overall percentage of liability to lower from 1/10<sup>th</sup> to 1/11<sup>th</sup>. The City is also committing to pay for a minimum of 200 prisoners whether they have that many or not (if they end up with more than that, they will pay for the total number of prisoners they have, but it will not go below 200 for the first 10 years).

With that process, there is a requirement for each current member locality to officially approve the addition memorialized as the “Second Amended Service Agreement” (which is included as Exhibit A in the full CONSOLIDATED AMENDMENT AND CONSENT AGREEMENT, a copy of which is **enclosed (Att. 9)**. I would also recommend authorizing the Chairman and County Administrator to execute the necessary documents required by the County to allow the City of Bristol to join the Authority.

- c. **CY 2022 Miscellaneous Appointments** – As is the case during the first meeting of the year, we will need to address some appointments that are either 1-year terms (ending December 31<sup>st</sup>) or terms that have expired or set to expire. For your review and information, **enclosed (Att. 10)** is a memo summarizing the recommended reappointments. Having board action at this meeting will ensure we do not lose traction with some boards not being able to meet, such as the CPMT Board.
- d. **Annual Statement of Economic Interests** – It is that time of the year again for Board members to complete their annual disclosure forms. For your review and information, we have **enclosed (Att. 11)** a blank form for this coming year. If you can, we would prefer you bring these to the Board meeting but at the latest, they need to be submitted prior to February 1<sup>st</sup>.

**13. Report from County Attorney:** Time has been reserved on the agenda to allow the County Attorney to provide input and various updates as needed.

**14. Report from County Administrator/Staff:** Time has been reserved on the agenda to allow the County Administrator and/or staff to provide input and various updates as needed.

**15. Supervisor Comment Time:** Roundtable discussion for individual Board members.

**16. Closed Session under Code of Virginia Section 2.2-3711(a)**

*Code of Virginia Section 2.2-3711(a)1 – regarding County Attorney position recruitment.*

**Proposed Board Meeting Schedule for 2022:**

(Beginning February, second Thursday and fourth Thursday)

January –  Legislative meeting January 11 <sup>th</sup> Second meeting January 27 <sup>th</sup>	February –  Legislative meeting February 10 <sup>th</sup> Second meeting February 24 <sup>th</sup>
March –  Legislative meeting March 10 <sup>th</sup> Second meeting March 24 <sup>th</sup>	April –  Legislative meeting April 14 <sup>th</sup> Second meeting April 28 <sup>th</sup>
May –  Legislative meeting May 12 <sup>th</sup> Second meeting May 26 <sup>th</sup>	June –  Legislative meeting June 9 <sup>th</sup> Second meeting June 23 <sup>rd</sup>
July –  Legislative meeting July 14 <sup>th</sup> Second meeting July 28 <sup>th</sup>	August –  Legislative meeting August 11 <sup>th</sup> Second meeting August 25 <sup>th</sup>
September –  Legislative meeting September 8 <sup>th</sup> Second meeting September 22 <sup>nd</sup>	October –  Legislative meeting October 13 <sup>th</sup> Second meeting October 27 <sup>th</sup>
November –  Legislative meeting November 10 <sup>th</sup> *Second meeting November 17 <sup>th</sup>	December –  Legislative meeting December 8 <sup>th</sup> Second meeting December 22 <sup>nd</sup>

\*subject to needs of Planning Commission – if they do not have a public hearing scheduled, we will likely cancel the 2<sup>nd</sup> November meeting

# **SMYTH COUNTY BOARD OF SUPERVISORS**



## **RULES OF PROCEDURES ORIGINALLY ADOPTED SEPTEMBER 9, 2003**

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**Amended January 10, 2012  
Further Amended April 14, 2015  
Further Amended January 9, 2018  
Further Amended March 9, 2021  
Further Amended June 8, 2021**



## SMYTH COUNTY BOARD OF SUPERVISORS - RULES OF PROCEDURE

Be It Resolved, the Smyth County Board of Supervisors does hereby accept and adopt these Rules of Procedure in order to facilitate its powers and duties in accordance with the provisions of Title 15. 2, Code of Virginia 1950, as amended. The official title of the governing body is "Smyth County Board of Supervisors" (Board).

### ARTICLE 1 - Members

- 1.1 Members. The Smyth County Board of Supervisors consists of seven (7) members, one elected from each of the seven (7) election districts. Each member is elected for a term of four (4) years. Terms of office of the members run concurrently with the calendar year.
- 1.2 Chairperson. A Chairperson of the Board shall be elected from its members, by a plurality vote, at the first meeting of each calendar year. The Chairperson shall preside over all meetings, represent the Board at official functions and ceremonial events, and make such appointments as are not required by law to be made by the Board as a body.
- 1.3 Vice Chairperson. A Vice Chairperson of the Board shall be elected from its members, by a plurality vote, at the first meeting of each calendar year. The Vice Chairperson shall preside in the absence of the Chairperson, and perform such other duties as may be assigned by the Board.
- 1.4 Chairperson Pro-Tem. A Chairperson Pro-Tem may be appointed by the Chairperson or Vice Chairperson in the absence of both, before he/she leaves the room. In the event no Chairperson Pro-Tem has been appointed, one shall be selected by the members remaining. This person shall preside in the absence of the Chairperson and Vice Chairperson.
- 1.5 Term of Office. The Chairperson and Vice Chairperson shall each be elected for a one (1) year term. Either, or both, may be re-elected for one or more additional one-year terms.  
*\* This section amended on March 9, 2021 at the Board of Supervisors meeting.*
- 1.6 Clerk and Deputy Clerks. The Board may, at its first meeting of each calendar year, or as needed, designate clerk and one or more deputy clerks, who shall serve at the pleasure of the Board. Their duties shall be those set forth in Section 15.2-1538 and 15.2-1539, Title 15.2, Code of Virginia 1950, as amended, and by resolution of the Board adopted from time to time.

### ARTICLE II - Meetings

- 2.1 Annual Meeting. The first meeting held after the newly elected members of the Board have qualified, and the first meeting held of each succeeding year shall be known as the annual meeting. At such annual meeting, the Board shall establish the days, times, and places for the regular meeting of the Board for the next twelve months. (§15.2-1416, Code of Virginia of 1950)
- 2.2 Regular Meetings. The Board shall meet in regular session at least once each month upon such day or days as have been established. The Board may subsequently establish different days, times, or places for such regular meetings by passing a resolution to that

effect and providing the notice required by § 15.2-1416. However, when the day established as a regular meeting day falls on a legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the Board. (Section 15.2-1416, Code of Virginia 1950, as amended).

Pursuant to this section, the Board shall designate the meeting dates to be the second Tuesday and fourth Thursday of each month. The meeting times shall be 5:00 p.m. for the Tuesday meetings and 5:00 p.m. for the Thursday meetings with the understanding that the Joint Public Hearing with the Planning Commission will continue to begin at 7:00 p.m. (on an as needed basis). The meetings on Tuesdays shall constitute the Board's monthly legislative meeting and shall include specific time set aside for general public comments as described in section 4.3 below.

*\* This section amended on March 9, 2021 and further amended on June 8, 2021 at the Board of Supervisors meeting.*

- 2.3 Special Meetings.** A special meeting of the Board may be called by the Chairperson, or shall be called at the request of two or more members, which request shall be in writing addressed to the Clerk of the Board, specifying the time and place of the proposed special meeting and the matter to be discussed. Upon receipt of the request, the Clerk shall immediately notify in writing each member of the Board, the County Administrator, the Sheriff, and the County Attorney to attend the special meeting at the given time and place and for the given purpose. Such notice shall be sent by first class or served by the Sheriff, or both, at least five (5) days before the date of the special meeting, except in a declared emergency, in which instance the notice may conform to the necessity of the emergency. No matter other than those specified in the notice shall be considered at such meeting unless all members are present and agree to such action by unanimous vote. (Sections 15.2-1417 and 15.2-1418, et al, of the Code of Virginia of 1950, as amended.)
- 2.4 Notices to Public.** The Clerk shall notify the general news media of the time and place of all such meetings, and the matters to be considered.
- 2.5 Public Hearings.** Public hearings shall be held after proper notice has been given. (§15.2-2204, § 15.2-2506, etc., or special provisions or the Code of Virginia of 1950, as amended)
- 2.6 Adjourned Meetings.** Any regular or special meeting may be adjourned by a majority of the members of the Board present to a date and time certain prior to the next meeting.
- 2.7 Place of Meetings.** All meetings shall be held in the Smyth County Board of Supervisors' Board Room, 121 Bagley Circle, Suite 100, Marion, Virginia, unless a different meeting place shall have been established and notice given and published as required by the Code of Virginia of 1950, as amended.
- 2.8 Open Meetings.** All meetings shall be open to the public, provided that the Board may, for the purpose provided for in the Virginia Freedom of Information Act, upon motion made, seconded, and duly adopted, meet in executive session. No resolution, ordinance, rule, contract, regulation, or motion adopted, passed, or agreed to in executive or closed meeting shall become effective unless following such meeting the Board reconvenes in open meeting and, by affirmative vote of the members, such action, ordinance, rule, contract, regulation, or motion is approved in open session.

### ARTICLE III - Quorum and Actions

- 3.1 Quorum.** A majority of all the members of the Board shall constitute a quorum. The Chairperson shall be included and counted in determining the presence or absence of a quorum.
- 3.2 Required Absence.** No action shall be taken by the Board unless there shall be present at least a quorum, provided, however, that the temporary absence from the meeting room of members sufficient to constitute a quorum shall not be deemed to prevent the hearing of presentations of the discussion of matters submitted to the Board. The Clerk, County Administrator, or Deputy Clerk, shall suggest the absence of a quorum prior to taking of any action by the Board. Failure of the Clerk, County Administrator, or Deputy Clerk, or any other member to suggest the absence of a quorum shall not be deemed to alter the effect of this rule requiring a quorum as a prerequisite to any action.
- 3.3 Actions of the Board.** Actions of the Board shall be taken in one of the following ways:
- Ordinances. Where required by law, action shall be by the adoption of ordinances. Ordinances shall be proposed for adoption, notice given, and adoption accomplished as provided for by general law.
- Resolutions. Where it is not required by law, or it is desired by the Board to act without the adoption of an ordinance, action may be taken by the adoption of a resolution.
- Contracts. In certain instances, action may be required by contracts. Contracts shall be proposed in writing and a copy shall be delivered to the Clerk and all members of the Board, or a duly appointed committee of the Board, prior to proposing adoption by the Board. The County Attorney shall advise the Board on the legality of each contract prior to approval by the Board.
- Motions. Where action of the Board is required on a matter simply stated, action may be taken by oral motion only.
- 3.4 Voting.** Votes shall be taken on all motions made and seconded. However, a vote shall be taken if the question is called, unless a member objects, even if a motion to call the question has not been seconded.
- 3.5 Roll Call Vote.** A voice roll call vote shall be taken at the request of the Chair or any two or more members when such a request is made prior to the taking up of any other business, on any ordinance, or when required by law.
- \* This section amended on March 9, 2021 at the Board of Supervisors meeting.*
- 3.6 Restating the Question; Amending the Motion.** If requested by one or more Board members, the Chairperson shall restate the question prior to the taking of a vote, provided, however, that the Chairperson may request that another member restate the question if in his or her opinion that will expedite the decision thereof. Upon the second of a motion, a member may move for an amendment or substitution of the motion for either clarification or substantive change of the motion. A vote shall be taken on the amended or substituted motion. The approved motion shall then be put up for a vote.
- \*This section amended on April 14, 2015 at the Annual Board of Supervisors Meeting.*

**3.7 Unanimous Consent.** Where no formal action is required, and no objection is heard, a request of a member shall be deemed a request of the Board without further action, when such a request is made at a meeting with a quorum present, and the Chairperson states that such a request shall be deemed a request of the Board.

**3.8 Tie Votes.** When a tie vote occurs:

If one or more Supervisors are absent, the question shall be passed by until the next meeting, regular or special, at which time it must be put to a vote again (even though all members may not be present). If the tie remains unbroken, the Clerk must record the vote and the question shall be recorded as failing to carry.

If all Supervisors are present when the tie vote first occurs, even if a Supervisor abstains, the Clerk must record the vote and the question shall be recorded as failing to carry.

**3.9 Reconsideration.** If all members are present for a meeting, action may be reconsidered only upon a motion of a member voting with the prevailing side on the original vote, which motion must be made on the same or immediate subsequent regular meeting. A motion to reconsider may be seconded by any member. If a member was absent for the entire meeting when such action was taken, the absent member may make a motion to reconsider at the immediate subsequent regular meeting or a continuation of the present meeting, whichever next occurs. Action on a question pending reconsideration at the next meeting shall be taken only following notice to all members of the Board given prior to the action being reconsidered, unless such action is taken at the same meeting as the original action. In instances involving the reconsideration of the adoption of an ordinance, notice of the proposed option of a new ordinance shall be given in accordance with law prior to action on the reconsidered question.

#### ARTICLE IV - Order of Business

**4.1 Commencement of Meeting.** At 5:00 p.m. for the legislative meeting and at 7:00 p.m. for the second meeting of the month, the presiding officer shall call the meeting to order, provide for the invocation, and direct the Clerk to note the presence or absence of members. A quorum shall be required to commence the meeting at the appointed hour.

*\*This section amended January 10, 2012, regular Board of Supervisors meeting.*

**4.2 Agenda.** The County Administrator, with guidance from the Chairperson, shall prepare an agenda for each meeting. Any member having matters he or she desires to have considered at the next meeting shall submit these items to the County Administrator for inclusion in the agenda.

*\*This section amended on March 9, 2021 at the Board of Supervisors meeting.*

**4.3 Citizens' Time.** There shall be an agenda item known as "Citizens' Time" to allow citizens of Smyth County to address the Board regarding any matter. Any person not a citizen of Smyth County may request through the County Administrator to be placed on the regular agenda. Time limits for citizens time shall follow guidelines prescribed for public hearings in Section 5.2.

*\*This section amended on March 9, 2021 at the Board of Supervisors meeting.*

**4.4 Order on Agenda.** Without requiring the suspension of the Rules or motion, the Chairperson

may call items in the order of business in a different order than the order of business set forth on the agenda, provided that the Board may by adopted motion overrule such a decision by the Chairperson.

*\*This section amended on March 9, 2021 at the Board of Supervisors meeting.*

- 4.5 Minutes.** The Clerk shall keep the minutes of the meetings of the Board. At the request of any member, made at the time of said presentation of discussion, the minutes shall include a summary of the substance of the presentation or debate. The Clerk may also maintain one recording by means of an electronic device of the proceedings of all Board meetings except for Executive Sessions. A copy of the minutes of the transcribed proceedings shall be kept on file in the County Administrator's Office for the general public. Copies of documents or discs of recordings may be purchased under Smyth County's fee schedule pertaining to the Freedom of Information Act.

*\*This section amended on April 14, 2015 at the Annual Board of Supervisors meeting.*

- 4.6 Approval of Minutes.** The Clerk or Deputy Clerk shall promptly transcribe the minutes following completion of the meeting and shall submit copies to the County Administrator for distribution on or before the Friday preceding the meeting at which their approval will be on the agenda. Approval of the minutes shall be the next item on each agenda following the invocation, and shall be approved, or corrected and approved without reading.
- 4.7 Matters having to do with Agencies.** Matters involving agencies which are not under the administrative supervision of the County Administrator shall not be placed on the agenda or considered by the Board until the affected agency shall have been given a reasonable opportunity to furnish the members of the Board with background information or data on issues which involve these agencies. Such information shall be delivered to the Clerk at least seven (7) days prior to a regular, special, or continued meeting date.

#### ARTICLE V - Order in Conduct of Business

- 5.1 Persons Addressing the Board.** These persons shall limit their presentation to the time allotted by the Chairperson on the agenda, unless the Board, by majority consent, shall extend such time. The Chairperson, in fixing such time, shall take into account the complexity of the matter, its importance in relation to other business of the Board, and time available on the meeting date sought. Insofar as is practicable, persons addressing the Board shall furnish the Clerk and members of the Board with a written copy of their remarks.
- 5.2 Public Hearings.** In instances in which persons address the Board, through the Chairperson, without having first been allotted a specific time on the agenda, they shall limit their remarks as follows, except in extraordinary circumstances:
- Person speaking for him/herself or his/her immediate neighborhood - three (3) minutes.
  - Person speaking for an organization whose membership is representative of an entire district - five (5) minutes.
  - Person speaking for an organization whose membership is representative of the entire county - ten (10) minutes.
  - Unless approved by a majority vote of the Board, no action shall be taken by the Board following a public hearing, and the issue shall be continued until the next regular

meeting.

- 5.3 Recognition. Recognition shall be given only by the presiding officer. No person shall address the Board without having first been recognized. When all public testimony has concluded, and the Board is considering and discussing the matter, no person shall thereafter be recognized to address the Board.
- 5.4 Cumulative or Repetitive Testimony. Cumulative or repetitive testimony shall not be permitted on any matter, and persons of the same position as a previous speaker shall state their name and the positions with which they agree.
- 5.5 Questions. Questions by Board Members shall be reserved, insofar as possible, for the end of a presentation to avoid interrupting the speaker, disrupting the timekeeping process, and duplicating ground the speaker may cover.
- 5.6 Oaths and Affirmations. Oaths and Affirmations may be administered and taken by the Chairperson or person presiding in his stead, when a majority of the Board deems it appropriate to take sworn testimony. Such action may be taken by the adoption of a motion to place a specific individual under oath, or to place all of those who will speak to a given item of business under oath. The Chair may place an individual under oath at any time before or during his presentation. Any such person shall be deemed to remain under oath as to the matter with respect to which he was sworn, for the remainder of the duration of the meeting.
- 5.7 Discussion and Debate by the Board. Except at the conclusion of a public hearing, discussion and debate by the Board shall be conducted following the presentation of testimony on the item of business pending. Members shall not speak to the item until recognized by the Chair. A member who has spoken to the item shall not again be recognized until each other member desiring to speak shall have an opportunity to speak. Except in matters considered at a public hearing, after the Board shall have acted, any member shall have the right to state a protest against the action, and his reasons therefore, for a time not to exceed two (2) minutes.

#### ARTICLE VI - Decorum

- 6.1 By Board Members. Decorum shall be maintained in order to expedite disposition of the business before the Board. Questions and remarks shall be limited to those relevant to the pending business. Members shall not converse with other members or with other persons in any manner having a disturbing effect on the conduct of business. Members shall address all remarks to the Chairperson as presiding officer.
- 6.2 By Other Persons. Decorum shall be maintained by the Chair, who may request such assistance as to the Chairperson appears necessary.

Persons addressing the Board shall limit their remarks to those relevant to the pending items, and to answering questions. They shall address the Board as a whole, unless answering an individual member's questions. The presiding officer shall call the speaker to order, if out-of-order remarks, or other indecorous conduct persists, the presiding officer shall order the speaker from the lectern. The order with gavel, if not heeded, will then cause the Sheriff or his designee to carry out the order.

Persons whose allotted time to speak has expired shall be warned by the presiding officer to conclude in one minute, after which such person shall leave the lectern, unless he is asked by Chairperson to remain to answer questions from the Board.

No persons in attendance shall be allowed to voice remarks except as recognized by the presiding officer after audibly stating their name and who they represent. Groups in the audience creating an atmosphere detrimental or disturbing the conduct of the meeting will be asked to leave by the presiding officer.

No person shall bring into the Board Room any sign, banner, or other such item; provided, that models, photos, maps, charts, drawings, and other such demonstrative materials intended for use in a presentation by a specific person shall be permitted.

*\*This section amended on March 9, 2021 at the Board of Supervisors meeting.*

#### ARTICLE VII - Miscellaneous

- 7.1 Roberts Rules of Order. The newly revised Roberts Rules of Order shall govern the conduct of all meetings of the Board to the extent that they are not inconsistent with these rules and the laws of the Commonwealth of Virginia. The Clerk shall make available at all meetings a copy of the newly revised Roberts Rules of Order. The failure of the Board to strictly comply with Roberts Rules of Order shall not invalidate any action of the Board.

*\*This section amended on April 14, 2015 at the Annual Board of Supervisors meeting.*

- 7.2 Amendment of the Rules. An amendment of the Rules may be accomplished by a majority vote of the entire membership, provided that such amendment may not be voted upon at any meeting unless the text of the proposed amendment has been presented to at least one previous meeting to which the date for a vote has also been established. Any proposed amendment shall be subject to further amendment at the meeting at which the vote is taken.

- 7.3 Suspension of the Rules. Suspension of the Rules may occur whenever the Board shall by a majority vote adopt a motion to suspend the rules. In such event, the rules shall be deemed suspended only with respect to the specific matter of question not then in accordance with the rules.

- 7.4 Electronic Participation. The Board of Supervisors of Smyth County hereby adopts the following policy to govern when Board of Supervisors members may electronically participate in a Board of Supervisors meeting remotely:

An emergency or personal matter: On or before the day of a meeting, the Member shall notify the Chair of the Board of Supervisors that such Member is unable to attend the meeting due to an emergency or personal matter. The Member must identify with specificity the nature of the emergency or personal matter. A Member may also notify the Chair of the Board of Supervisors that such Member is unable to attend the meeting due to a temporary or permanent disability or other medical condition that prevents the Member's physical attendance.

A temporary or permanent disability: On or before the day of a meeting, the Member shall

notify the Chair of the Board of Supervisors that such Member is unable to attend the meeting due to a temporary or permanent disability or other medical condition that prevents the Member's physical presence.

A quorum of the Board of Supervisors must be physically assembled at the primary or central meeting location. The Board of Supervisors members physically present must approve the absent Member's participation by a majority vote. The decision shall be made based solely on the criteria in this Resolution, without regard to the identity of the Member or the matters which will be considered or voted on during the meeting.

The Clerk shall record in the Board of Supervisors' minutes the specific nature of the emergency, personal matter, or disability; and the remote location from which the absent member participated. If the absent member's remote participation is disapproved because such participation would violate this policy, such disapproval shall be recorded in the minutes.

Participation by the absent member due to an emergency, personal matter, or disability shall be limited in each calendar year to two (2) meetings or twenty-five (25) percent of the meetings of the Board of Supervisors, whichever is fewer.

For any remote participation, the Board of Supervisors shall make arrangements for the voice of the remote participant(s) to be heard by all persons in attendance at the primary or central meeting location.

If any provision of this Policy is deemed inconsistent with the provisions of Section 2.2-3708.1 of the Code of Virginia, 1950, as amended, or other applicable law, that provision shall be deemed stricken and the provisions of Section 2.2-3708.1 of the Code of Virginia, 1950, as amended, or other applicable law shall apply.

During a disaster and/or a declared state of emergency from the Governor, and it is impracticable or unsafe for a quorum of the Board to assemble in one location, then the Board may conduct its meetings electronically to assure the continuity of its government. (See Va. Code §2.2-3708.2(A)(3), § 44-146.17, §15.2-1413, and §44-146.21).

*\*This section amended on March 9, 2021 at the Board of Supervisors meeting.*

**BE IT RESOLVED BY THE SMYTH COUNTY BOARD OF SUPERVISORS** that the Rules of Procedure for the County of Smyth, Virginia, originally adopted by Resolution on September 9, 2003, is and are hereby amended and adopted as set forth in this resolution. These amendments shall be effective immediately.

Presented on March 9, 2021 amendments were duly considered and adopted by the Smyth County Board of Supervisors on March 9, 2021 the members voting:

AYES:          6  

NAYS:          0  

ABSENT:       1



*Smyth County, Virginia  
121 Bagley Circle, Suite 100  
Marion, VA 24354  
(276) 783-3298 p*

*Atkins District  
Chilhowie District  
North Fork District  
Park District  
Royal Oak District  
Rye Valley District  
Saltville District*

*Charles E. Atkins, Chairman  
Michael L. Sturgill  
Charles P. Stevenson  
Kristopher S. Ratliff, DPh  
S. Courtney Widener  
Lori H. Deel, Vice Chairman  
Roscoe D. Call*

*County Administrator  
Assistant County Administrator*

*Shawn M. Utt  
Alicia Richardson*

## **RESOLUTION OF APPRECIATION**

### ***HONORING OUTGOING ROYAL OAK SUPERVISOR***

#### **Judy Wyant**

**WHEREAS**, Judy Wyant has faithfully served the citizens of the Royal Oak magisterial district as their representative on the Smyth County Board of Supervisors from January 2018 through December 31, 2021, and

**WHEREAS**, prior to her service on the Board of Supervisors, Ms. Wyant served for more than 30 years for the Smyth-Bland Regional Library and later the Smyth County Public Library as Assistant Comptroller, Comptroller and on occasion, Interim Director up until her retirement in June 2019; and,

**WHEREAS**, over the course of her career, Ms. Wyant has demonstrated extraordinary dedication to the mission of the public library and later, the County as a whole through fearlessness and determination for the cause as a member of the Board of Supervisors; and,

**WHEREAS**, through her tenure as a member of the Board of Supervisors, Ms. Wyant worked diligently to safeguard transparency and ensure the accountability of the public servants of Smyth County while at the same time working to improve the workplace of all employees.

**NOW, THEREFORE, BE IT RESOLVED** that the Smyth County Board of Supervisors hereby recognizes the service of Judy Wyant as an asset to the citizens of Smyth County and expresses its gratitude and appreciation for her service to our community; and,

**BE IT FURTHER RESOLVED** that a copy of this Resolution be presented to Judy Wyant, with wishes of wellness and happiness as she moves into the next chapter of her life.

**ADOPTED, APPROVED AND RECORDED** this 11<sup>th</sup> day of January, 2022.

**ATTEST:**

**SMYTH COUNTY  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Shawn M. Utt, Clerk

\_\_\_\_\_  
Charles Atkins, Chair

The Smyth County Board of Supervisors held its regular meeting on Tuesday, December 14, 2021 at 5:00 p.m. The location of the meeting was in the First Floor Board Room of the County Office Building, 121 Bagley Circle, Suite 100, Marion, Virginia.

**PRESENT:** Chair Atkins District Supervisor Charles Atkins; Vice Chair Rye Valley District Supervisor Lori Deel; Park District Supervisor Kris Ratliff; Saltville District Supervisor Roscoe Call; Chilhowie District Supervisor Michael Sturgill; Royal Oak District Supervisor Judy Wyant; North Fork District Supervisor Phil Stevenson


**ABSENT:** None


**STAFF:** County Administrator Shawn Utt (electronically); Assistant County Administrator Lisa Richardson; Administrative Assistant Paula Harvey; County Attorney Scot Farthing; Emergency Services Coordinator Curtis Crawford; Building & Grounds Superintendent Dennis Greer; Building & Zoning Administrator Clegg Williams; Clerk of Circuit Court John Graham


**OTHERS:** Smyth County Sheriff's Deputy and citizens

 12/14/2021 4:59 PM Chair, Atkins District Supervisor Charles Atkins called the meeting to order and welcomed everyone.

 12/14/2021 5:01 PM Deputy Clerk, Paula Harvey led the Pledge of Allegiance. Pastor Justin Hall, Cedar Bluff Baptist Church in Atkins, provided the invocation.

 12/14/2021 5:02 PM Chair, Atkins District Supervisor Charles Atkins introduced and welcomed Mr. Dale Clark, CEO of Smyth County Community Hospital. Mr. Clark spoke about the hospital and Ballard's recent full ownership acquisition arrangement with the Smyth County Community Foundation, reassuring that the plans are for Ballard Health to continue to be there and continually look for ways to care for people while improving the underlying health of the community. Park District Supervisor Kris Ratliff asked Mr. Clark if there are any future plans to have an acute care facility for those with no primary health provider and Mr. Clark said the hospital recognizes those needs and is currently working on those issues. Clerk of the Circuit Court, John Graham introduced Dr. Mike Robinson as the new chair of the Smyth County Community Foundation. Chilhowie District Supervisor Michael Sturgill thanked the foundation for all of their hard work in the community. Chair, Atkins District Supervisor Charles Atkins thanked those in attendance and for making themselves available and answering questions and wished success with moving forward.

 12/14/2021 5:07 PM Emily Viers, with Robinson, Farmer and Cox Accounting Firm presented the Audit for the County for the Fiscal Year ending June 30, 2021 and provided a short presentation summarizing the County's current financial condition, which remains positive. Ms. Viers asked for the Board members to review the document in full and to notify their firm with any questions.

 12/14/2021 5:08 PM *A motion was made by Saltville District Supervisor Roscoe Call to approve the minutes from the November 10, 2021 meeting as presented.*

*Vice Chair, Rye Valley District Supervisor Lori Deel seconded the motion.*


*After consideration, the motion PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: Park District Supervisor Kris Ratliff*

*ABSENT: None.*

 12/14/2021 5:25 PM Chair, Atkins District Supervisor Charles Atkins opened the public hearing regarding the Request for Special Exception for Property located at 398 Sugar Street, Marion, VA. Clegg Williams, Building & Zoning Administrator read the following public hearing notice for the record:

### **BEFORE THE SMYTH COUNTY BOARD OF SUPERVISORS**

The Smyth County Board of Supervisors will conduct a public hearing on Tuesday, December 14, 2021, at 5:00 P.M. or as soon thereafter as may be heard, in the Smyth County Office Building, 121 Bagley Circle, Marion, Virginia, to consider the following application to the Zoning Ordinance of Smyth County, Virginia:


*An application from Roger Blevins for a Special Use Permit for an accessory building above 150 square feet in size, without a main building. The property was addressed as 398 Sugar Street, Marion Virginia, identified as Tax Map Number 67-A-50J and zoned Agricultural/Rural.*

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

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

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

**BY ORDER OF THE  
SMYTH COUNTY BOARD OF SUPERVISORS  
Shawn Utt, County Administrator**

 12/14/2021 5:27 PM With no one wishing to speak regarding the Special Exception for Property located at 398 Sugar Street, Marion, VA, Chair, Atkins District Supervisor Charles Atkins closed the public hearing.

 12/14/2021 5:27 PM A motion was made by Vice Chair, Rye Valley District Supervisor Lori Deel to waive the rules of public hearings.

*Saltville District Supervisor Roscoe Call seconded the motion.*


*After consideration, the motion PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None.*

 12/14/2021 5:28 PM A motion was made by Vice Chair, Rye Valley District Supervisor Lori Deel to uphold the Planning Commission's recommendation to approve the Special Use Permit to construct an accessory building above 150 square feet in size, without a main building on a tract of land at 398 Sugar Street, Marion, VA.

*Saltville District Supervisor Roscoe Call seconded the motion.*


*After consideration, the motion PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None*

 12/14/2021 5:28 PM Chair, Atkins District Supervisor Charles Atkins opened the public hearing regarding the Reenactment of the Smyth County Code of Ordinances Chapter 17, Article III entitled, "Election Districts." Mr. Atkins added that the reenactment of this section will not change the existing election districts but updates the ordinance in accordance with the latest census.

### **NOTICE OF PUBLIC HEARING**

In compliance with the Code of Virginia of 1950, and amendments thereto, the Smyth County Board of Supervisors will conduct a public hearing to consider Reenactment of the Smyth County Code of Ordinances Chapter 17, Article III entitled, "Election Districts". The Board of Supervisors shall hear comments from citizens concerning the reenactment of this section of the Smyth County Code of Ordinances. The reenactment of this section will not change the existing election districts but updates the ordinance in accordance with the latest census.

The public hearing shall be held on Tuesday, December 14, 2021, beginning at 5:00 p.m., or as soon thereafter as may be heard, in the Board Room of the Smyth County Office Building, 121 Bagley Circle, Marion Virginia, to receive comments on the proposed amendment and proposed ordinance.


All interested persons may express their views by emailing [sutt@smythcounty.org](mailto:sutt@smythcounty.org) prior to the scheduled public hearing. Written comments may also be mailed or delivered to County Administrator, 121 Bagley Circle, Suite 100, Marion VA 24354, or by fax to (276) 783-9314. All emails, written comments and faxes must be received by 2:00 p.m. on Tuesday, December 14, 2021.


A copy of each proposed ordinance is on file in the County Administrator's Office located at 121 Bagley Circle, Marion Virginia or online at [www.smythcounty.org](http://www.smythcounty.org) for public review.

In compliance with the provisions of the Americans with Disabilities Act, persons requiring special assistance to attend and participate in this public hearing should contact Clegg Williams, ADA Coordinator at (276) 706-8315, at least twenty-four (24) hours prior to the public hearing.

**BY ORDER OF THE  
SMYTH COUNTY BOARD OF SUPERVISORS**

**Shawn Utt, County Administrator**

 12/14/2021 5:28 With no one wishing to speak regarding the Reenactment of the Smyth County Code of Ordinances Chapter 17, Article III entitled, "Election Districts, Chair, Atkins District Supervisor Charles Atkins closed the public hearing.

 12/14/2021 5:28 PM A motion was made by North Fork District Supervisor Phil Stevenson to waive the rules of public hearings.

*Saltville District Supervisor Roscoe Call seconded the motion.*

*After consideration, the motion PASSED by the following vote.*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None*

 12/14/2021 5:29 PM A motion was made by North Fork District Supervisor Phil Stevenson to approve the Reenactment of the Smyth County Code of Ordinances Chapter 17, Article III entitled, "Election Districts".

*Saltville District Supervisor Roscoe Call seconded the motion.*

*After consideration, the motion PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None*

**AMENDMENT TO SMYTH COUNTY CODE OF ORDINANCES****CHAPTER 17, ARTICLE III and IV****SECTION 23-44.1**

A public hearing was held on the 14<sup>th</sup> day of December 2021 at 5:00 p.m. in the Board Room of the Smyth County Administration Building, 121 Bagley Circle, Marion, Virginia to consider this amendment/re-adoption of Smyth County Virginia Code of Ordinances Chapter 17 (Elections), Article III (Election Districts) and Article IV (Precincts).

WHEREAS, re - districting of election districts and precincts based on population counts from the United States Census occurs every ten years; and

WHEREAS, populations in the County have not fluctuated to necessitate a change of election district boundaries; and

WHEREAS, the Board of Supervisors of the County of Smyth, Virginia approves the re-adoption of Chapter 17, Article III (Election Districts) and Article IV (Precincts); and

NOW, THEREFORE BE IT ORDAINED, on this 14<sup>th</sup> day of December 2021, that the Smyth County Board of Supervisors readopts Chapter 17, Elections , Article III , Section 17-45 and 17-46, and Article IV, Section 17-67 as follows:

**ARTICLE III. ELECTION DISTRICTS**

Sec. 17-45. – Enumerated.

The election districts of the county are set forth as follows:

	Population
Election district 1-01, Saltville district	4,132
Election district 2-01, North Fork district	4,202
Election district 3-01, Chilhowie district	4,276
Election district 4-01, Park district	4,295
Election district 5-01, Atkins district	4,383
Election district 6-01, Royal Oak district	4,284
Election district 7-01, Rye Valley district	4,367

Sec. 17-46. – Boundaries.

**(a) ELECTION DISTRICT 1-01: SALTVILLE DISTRICT**

Beginning at a monument on the corner of the Russell-Washington-Smyth County line; thence with the Washington-Smyth County line in a southeasterly direction passing through the Town of Saltville, to the top of Walker Mountain at Jammison Gap; thence with the top of Walker Mountain in an easterly direction to State Route 107 (Highway 107) thence northwardly with the west side of State Route 107 (Highway 107) to its intersection with state Route 773 (Valley Road); thence with the west side of State Route 773 (Valley Road) to its intersection with state Route 610 (Valley Road); thence continuing with the west and northern boundary line of State Route 610 (Valley Road) to its intersection with state Route 633 (Beaver Creek Road) thence in a northwardly direction with the west side of State Route 633 (Beaver Creek Road into Possum Hollow Road) to State Route 91 (Saltville Highway); thence in an easterly direction with the north side of State Highway 91 (Saltville Highway) to the intersection of State Route 91 (Veterans Road); thence in a northerly direction with the west side of State Route 91 (Veterans Road) to the Smyth-Tazewell County line; thence in a northerly and westerly direction with

the Tazewell County line to its intersection with the Russell County line ; thence in a westerly direction with the Russell County line to the point of beginning.

(b) ELECTION DISTRICT 2-01: NORTH FORK DISTRICT

Beginning at a point in the Smyth - Tazewell County line where State Route 91 (Veterans Road) meets said county line; thence in a southerly direction with the eastern side of State Route 91 (Veterans Road) to the intersection of State Route 91 (Saltville Highway); thence in a southerly and westerly direction with the southern side of State Route 91 (Saltville Highway) to the intersection of State Route 633 (Possum Hollow Road into Beaver Creek); thence in a southerly direction with the east side of State Route 633 (Possum Hollow Road into Beaver Creek Road) to State Route 610 (Valley Road); thence with the south side of State Route 610 (Valley Road) to its intersection with State Route 773 (Valley Road); thence with the east side of state Route 773 (Valley Road) to its intersection with State Route 107 (Highway 107); thence in a southerly direction with the east side of State Route 107 (Highway 107) to the top of Little Brushy Mountain; thence with the top of Little Brushy Mountain in an eastwardly direction to its intersection with State Route 637 (Carlock Creek Road); thence with the east side of State Route 637 (Carlock Creek Road) to the corporate limits of the Town of Chilhowie; thence with the corporate limit line in an easterly direction to its intersection with State Route 638 (Apple Valley Road); thence in a southerly direction with the east side of State Route 638 to its intersection with U. S. Route 11; thence in a westwardly direction with the south side of U. S. Route 11 to the intersection of State Route 638 (Tattle Branch Road); thence in a southerly direction with the east side of State Route 638 (Tattle Branch Road) to the intersection of State Route 647 (Shawnee Trail); thence in an easterly direction with the north side of State Route 64 7 (Shawnee Trail) to the intersection of State Route 645 (Chestnut Ridge Road); thence in a northerly and eastwardly direction with west side of State Route 645 (Chestnut Ridge Road); to its intersection with Interstate 81, Exit 39, Seven Mile Ford; thence with Interstate 81 east to its intersection with State Route 660 (Railroad Drive) at McMullin Bridge; thence north with the west side of U.S. Route 11 (Lee Hwy) to the Norfolk Southern Railway; thence with the Norfolk Southern Railway east to its intersection with state Route 659 (Old Ebenezer Road); thence north with the west side of State Route 659 (Old Ebenezer Road) to its intersection with State Route 664 (Farmview Road); thence in a northerly direction with the west side of State Route 664 (Farmview Road) to the intersection of State Route 658 (Spring Valley Road); thence in a westerly direction with the south side of State Route 658 (Spring Valley Road) to the intersection of State Route 664 (Church Hill Road); thence in a northerly direction with the west side of State Route 664 (Church Hill Road) to the intersection of State Route 645 (Wassum Valley Road); thence with the west side of State Route 645 (Wassum Valley Road) north to its intersection with State Route 664 (Murray Road); thence with the west side of State Route 664 (Murray Road) north to its intersection with state Route 617 (Walker Creek Road); thence with the north side of State Route 617 (Walker Creek Road) a distance of approximately .6 mile crossing the watershed break of Walker Creek to a point; thence in an easterly direction 2,000 feet more or less to the southwestern corner of the former Hungry Mother State Park boundary; thence proceeding north along the old Hungry Mother State Park boundary to the top of Walker Mountain; thence in an eastwardly direction with the top of Walker Mountain to the Smyth-Wythe-Bland County line; thence north with the Bland County line to the Tazewell County line; thence west with the Tazewell County line to its point of beginning.

(c) ELECTION DISTRICT 3-01: CHILHOWIE DISTRICT

Beginning at a point in the Smyth-Washington County line at the top of Walker Mountain; thence in an eastwardly direction with the top of Walker Mountain to State Route 107 (Highway 107); thence south with the west side of State Route 107 (Highway 107) to the top of Little Brushy Mountain; thence with the top of Little Brushy Mountain in an eastward direction to State Route 637 (Carlock Creek Road); thence in a southerly direction with the west side of State Route 637 (Carlock Creek Road) to the corporate limits of the Town of Chilhowie; thence in an easterly direction with the Chilhowie corporate limit line to its intersection with state Route 638 (Apple Valley Road); thence in a southerly direction with the west side of State Route 638 (Apple Valley Road) to its intersection with U. S. Route 11 (Lee Highway); thence in a westerly direction with the north side of U.S. Route 11 (East Lee Highway) to the intersection of State Route 638 (Tattle Branch Road); thence in a southerly direction with the west side of State Route 638 (Tattle Branch Road) to the intersection of State Route 647 (Shawnee Trail); thence in an easterly direction with the south side of State Route 647 (Shawnee Trail) to the intersection of State Route 645 (Chestnut Ridge Road); thence with the west side of state Route 645 (Chestnut Ridge Road) in a westerly and southerly direction to its intersection with state Route 660 (Riverside Road); thence east with the south side of state Route 660 (Riverside Road) to its intersection with state Route 645 (Redstone Road); thence south with the west side of State Route 645 (Redstone Road) to its intersection with State Route 651 (Carriage Road); thence west with the north side of State Route 651 (Carriage Road) to its intersection with State Route 605 (Wet Springs Road); thence in a southerly direction with the west side of State Route 605 (Wet Springs Road) for approximately 0.86 miles to the intersection of an unnamed farm road; thence in an easterly and southerly direction with the west side of the unnamed farm road to the intersection of State Route 800 (St. Clairs Creek Road, old 600); thence south , on State Route 800 (St. Clair's Creek Road) to the intersection of State Route 600 (Whitetop Road); thence in a southerly direction with State Route 600 (Whitetop Road) to the top of Grosses Mountain ; thence west across the top of Grosses Mountain to the Washington-Smyth County line; thence north with the Washington County line to the point of beginning.

(d) ELECTION DISTRICT 4-01: PARK DISTRICT

Beginning at a point at the top of Walker Mountain, a corner to District 2-01 and at the boundary line of Hungry Mother State Park; thence in a southerly and eastwardly direction with the boundary line of Hungry Mother State Park to a point, at the southwest corner of Hungry Mother State Park; thence in a westwardly direction 2,000 feet , more or less, to the east side of State Route 617 (Walkers Creek Road); thence crossing State Route 617 (Walkers Creek Road) to the west side thereof; thence with the western boundary of State Route 617 (Walkers Creek Road) to its intersection with State Route 664 (Murray Road); thence with the southern and eastern boundary line of State Route 664 (Murray Road) to its intersection with State Route 645 (Wassum Valley Road); thence with the southern boundary line of State Route 645 (Wassum Valley Road) to its intersection with state Route 664 (Church Hill Road); thence in a southerly direction with the east side of State Route 664 (Church Hill Road) to the intersection of State Route 658 (Spring Valley Road); thence in an easterly direction with the north side of State Route 658 (Spring Valley Road ) to the intersection of State Route 664 (Farmview Road); thence in a southerly direction with the east side of State Route 664 (Farmview Road) to the intersection of State Route 659 (Old Ebenezer Road); thence with the eastern boundary line of State Route 659 (Old Ebenezer Road) in a southerly direction to the Norfolk Southern Railway line; thence in an eastwardly direction with the Norfolk Southern Railway line to the western corporate limits of

the Town of Marion; thence with the western corporate limits of the Town of Marion in a southerly direction to Interstate 81; thence with the northern boundary line of Interstate 81 to the bridge over South Church Street, within the Town of Marion; thence with the western boundary line of South Church Street in a northerly direction to Park Street; thence north with South Park Street to its intersection with Cherry street; thence with the north side of Cherry Street to its intersection with Pendleton Street; thence with the western side of Pendleton Street to Main Street; thence with the north side of Main Street and North Main street to the Norfolk Southern Railway line ; thence westerly with the Norfolk Southern Railway line to its intersection with Prater Lane; thence with the west side of Prater Lane to its intersection with Sprinkle Avenue ; thence with the south side of Sprinkle Avenue to its intersection with Henry Street; thence with the west side of Henry Street of its intersection with Fowler Street; thence in an easterly direction with the north side of Fowler Street to its intersection with Prater Lane, thence in a northerly direction with the west side of Prater Lane to its intersection with State Route 16 (Park Boulevard); thence with the west side of State Route 16 (Park Boulevard) to its intersection with State Route 617 (Mitchell Valley Road); thence in an eastwardly direction with the north side of State Route 617 (Mitchell Valley Road) to its intersection with state Route 689 (Snider Branch Road); thence with the west side of State Route 689 (Snider Branch Road) to its terminus; thence with the north side of a Forest Service Road (the original 1970 boundary line) to state Route 622 (Bear Creek Road) ; thence with the west side of State Route 622 (Bear Creek Road , which changes to Nebo Mountain Road) to the top of Walker Mountain ; thence with the top of Walker Mountain in a westwardly direction to the point of beginning.

(e) ELECTION DISTRICT 5-01: ATKINS DISTRICT

Beginning at a point on the top of Walker Mountain at a corner to the county lines of Smyth-Wythe-Bland Counties; thence in a westwardly direction with the top of Walker Mountain to State Route 622 (Nebo Mountain Road); thence in a southerly direction with the east side of State Route 622 (Nebo Mountain Road, which changes to Bear Creek Road) to its intersection with a Forest Service Road (1970 boundary line); thence with the south side of the Forest Service Road in a westward direction to the terminus of State Route 689 (Snider Branch Road); thence with the east side of State Route 689 (Snider Branch Road) to its intersection with state Route 617 (Mitchell Valley Road); thence in a westwardly direction with the south side of State Route 617 (Mitchell Valley Road) to its intersection with state Route 16 (Park Boulevard); thence with the east side of state Route 16 (Park Boulevard) to the intersection of Prater Lane; thence in a southerly direction with the east side of Prater Lane to the intersection of Fowler Street; thence in a westerly direction with the south side of Fowler Street to the intersection of Henry Street; thence with the east side of Henry Street to its intersection with Sprinkle Avenue; thence with the north side of Sprinkle Avenue to its intersection with Prater Lane; thence in a southerly direction with the east side of Prater Lane to the Norfolk Southern Railway line; thence with the Norfolk Southern Railway line in an eastwardly direction to U. S. Route 11; thence with the north side of U. S. Route 11 to Johnston Road; thence with the northeast side of Johnston Road (State Route 691) in an eastwardly direction to its intersection with state Route 689 (Hutton Branch Road); thence in a southerly direction with the eastern side of state Route 689 (Hutton Branch Road) to its intersection with State Route 688 (Pierce Road); thence with the north side of State Route 688 (Pierce Road) to its intersection with State Route 686 (Kelly Hill Road); thence with the north side of State Route 686 (Kelly Hill Road) to its intersection with state Route 622 (Nicks Creek Road); thence in a southerly direction, with the eastern side of state Route 622 (Nicks Creek Road) to the top of Locust Mountain; thence with the top of Locust Mountain and Glade Mountain in an eastwardly direction to

the Smyth-Wythe County line; thence in a northwardly direction with the Wythe County line to the point of beginning, a corner between Smyth County, Bland County, and Wythe County.

(f) ELECTION DISTRICT 6 – 01: ROYAL OAK DISTRICT

Beginning at a point on the top of Locust Mountain where state Route 622 (Nicks Creek Road) crosses said mountain; thence in a northerly direction with the west side of State Route 622 (Nicks Creek Road) to the northern intersection of State Route 686 (Kelly Hill Road); thence in a westwardly direction, with the southern side of state Route 686 (Kelly Hill Road) to its intersection with State Route 688 (Pierce Road); thence in a westwardly direction to the intersection of State Route 689 (Hutton Branch Road); thence in a northerly direction, and with the southern side of State Route 689 (Hutton Branch Road) to its intersection with state Route 691 (Johnston Road); thence with the southern side of State Route 691 (Johnston Road) to U. S. Route 11, in the Town of Marion; thence with the south side of U.S. Route 11 to the intersection of Main Street at Pendleton Street; thence with the east side of Pendleton Street in a southerly direction to its intersection with East Cherry Street; thence with the south side of East Cherry Street to its intersection with South Park Street; thence in a southerly direction with South Park Street to its intersection with South Church Street; thence with the east side of South Church Street to Interstate 81, at a bridge; thence in a westwardly direction, with the southern right-of-way of interstate 81 to Exit 45 at the Town of Marion corporate limits (Washington Avenue); thence in a northerly direction with the western corporate limits of the Town of Marion to the Norfolk Southern Railway line; thence westwardly with the Norfolk Southern Railway line to a point where State Route 660 (Adwolfe Road) crosses the railroad at McMullin Bridge; thence with the east side of State Route 660 (Adwolfe Road) to U. S. Interstate 81; thence with the southern boundary line of U.S. Interstate 81 to the interchange at Seven Mile Ford (Exit 39); thence in a southerly direction with U.S. Route 11 and State Route 645 (Chestnut Ridge Road) to their intersection; thence with the eastern boundary line of State Route 645 (Chestnut Ridge Road) to its intersection with State Route 648 (Cherokee Lane); thence in an easterly direction with the north side of State Route 648 (Cherokee Lane) to State Route 660 (Riverside Road); thence in a northerly direction with the north side of State Route 660 (Riverside Road) to its intersection with State Route 657 (Thomas Bridge Road); thence in an southeasterly direction with State Route 657 (Thomas Bridge Road) to its intersection with State Route 658 (Scratch Gravel Road); thence in a northerly direction with the north side of State Route 658 (Scratch Gravel Road) to an un-named creek between State Route 702 (Dancy Road) and Kennedy Lane (private road); thence in a southerly direction with the east side of the creek for approximately 3500 feet to the beginning of the creek; thence in a straight line in a southerly direction for approximately 5000 feet to the top of Rich Mountain thence in an eastwardly direction crossing Rocky Hollow to the top of Brushy Mountain; thence with the top of Brushy Mountain in an eastwardly direction to state Route 662 (Nicks Creek Road), the point of beginning.

(g) ELECTION DISTRICT 7-01: RYE VALLEY DISTRICT

Beginning at a point in the eastern boundary line of Smyth County at the top of Glade Mountain at its intersection with the Wythe County line; thence in a southerly direction with the Wythe County line to the Grayson County line; thence in a westwardly direction with the Grayson County line to the Washington County line; thence in a northerly direction with the Washington County line to the top of Grosses Mountain; thence with the top of Grosses Mountain to State Route 600 (Whitetop Road); thence in a northerly direction with State Route 600 (Whitetop Road) to its intersection with State

Route 800 (St. Clairs Creek Road , old 600); thence in a northerly direction with the east side of State Route 800 (St. Clairs Creek) approximately 2.59 miles to an unnamed farm road; thence in a northerly direction with the east side of the unnamed farm road approximately 0.5 miles to the intersections with State Route 605 (Wet Springs Road); thence east , and north with State Route 605 (Wet Springs Road) to its intersection with State Route 651 (Carriage Road); thence east on State Route 651 (Carriage Road) to its intersection with State Route 645 (Red Stone Road); thence in a northwardly direction with the east side of State Route 645 (Red Stone Road) to State Route 660 (Riverside Road) ; thence in a westwardly direction with the north side of State Route 660 (Riverside Road) to State Route 645 (Chestnut Ridge Road); thence with the south-east boundary line of State Route 645 (Chestnut Ridge Road) in a north and eastwardly direction to its intersection with state Route 648 (Cherokee Lane); thence in a eastwardly direction with the north side of State Route 648 (Cherokee Lane) to State Route 660 (Riverside Road); thence in a northeasterly direction with the south side of State Route 660 (Riverside Road) to State Route 657 (Thomas Bridge Road); thence in a southeasterly direction with the west side of Route 657 (Thomas Bridge Road) to its intersection with State Route 658 (Scratch Gravel Road); thence in a northeasterly direction with the south side of State Route 658 (Scratch Gravel Road) to an un-named creek between State Route 702 (Dancy Road) and Kennedy Lane (private road); thence in an southerly direction with the west side of the creek approximately 3500 feet to the beginning of the creek; thence in a straight line approximately 5000 feet to the top of Rich Mountain; thence with the top of Rich Mountain, crossing Rocky Hollow, to the top of Brushy Mountain; thence with the top of Brushy Mountain in an eastwardly direction to the top of Locust Mountain; thence with the top of Locust Mountain to the top of Glade Mountain; thence with the top of Glade Mountain to the point of beginning.

(h) Central Absentee Voter Election District.

There is hereby established for the county, in the Smyth County Administrative Office Building, 121 Bagley Circle, Marion, Virginia, a Central Absentee Voter Election District. Such district is hereby established in accordance with section 24.1-233 of the Code of Virginia and all other applicable statutes of the Code of Virginia contained in section 24.1-227 et seq.

ARTICLE IV. PRECINCTS

SEC. 17-67. Polling Places; precinct boundaries.

(a) ELECTION DISTRICT 1-01. SALTVILLE PRECINCT -at the Town Hall in Saltville, Virginia.

Beginning at a monument on the corner of the Russell-Washington-Smyth County line ; thence with the Washington-Smyth County line in a southeasterly direction passing through the Town of Saltville, to the top of Walker Mountain at Jammison Gap; thence with the top of Walker Mountain in an easterly direction to State Route 107 ( Highway 107); thence northwardly with the west side of State Route 107 ( Highway 107) to its intersection with state Route 773 (Valley Road); thence with the west side of State Route 773(Valley Road) to its intersection with state Route 610 (Valley Road); thence continuing with the west and northern boundary line of State Route 610 (Valley Road) to its intersection with state Route 633 (Beaver Creek Road); thence in a northwardly direction with the west side of State Route 633(Beaver Creek Road into Possum Hollow Road to State Route 91 (Saltville Highway); thence in an easterly direction with the north side of State Highway 91 (Saltville Highway) to the intersection of State Route 91

(Veterans Road) ; thence in a northerly direction with the west side of State Route 91 (Veterans Road) to the Smyth-Tazewell County line; thence in a northerly and westerly direction with the Tazewell County line to its intersection with the Russell County line; thence in a westerly direction with the Russell County line to the point of beginning.

(b) ELECTION DISTRICT 2-01.

(1) RICH VALLEY PRECINCT - at Northwood Middle School.

Beginning at a point in the Smyth-Tazewell County line where State Route 91 (Veterans Road) meets said county line; thence in a southerly direction with the eastern side of State Route 91 (Veterans Road) to the intersection of State Road 91 (Saltville Highway); thence in a southerly and westerly direction with the southern side of State Road 91 (Saltville Highway) to the intersection of State Route 633 (Possum Hollow Road into Beaver Creek Rd); thence in a southerly direction with the east side of State Route 633 (Possum Hollow Road into Beaver Creek Rd) to State Route 610 (Valley Road); thence with the south side of State Route 610 to its intersection with State Route 773 (Valley Road); thence with the east side of state Route 773 (Valley Road) to its intersection with State Route 107; thence in a southerly direction with the east side of State Route 107 to its intersection with the top of Walker Mountain; thence with the top of Walker Mountain in an eastward direction to the Smyth-Bland-Wythe County line; thence with the Bland County line north to the Tazewell County line; thence west with the Tazewell County line to the point of beginning.

(2) SEVEN MILE FORD PRECINCT -at Smyth County Vocational School.

Beginning at a point on the top of Walker Mountain and State Route 107; thence in a southerly direction with the east side of State Route 107 to the top of Little Brushy Mountain; thence in a eastwardly direction with the top of Little Brushy Mountain to its intersection with state Route 637 (Carlock Creek Road); thence with the east side of State Route 637 (Carlock Creek Road) to the corporate limits of the Town of Chilhowie; thence with the corporate limit line in an easterly direction to its intersection with State Route 638 (Apple Valley Road); thence in a southerly direction with the east side of State Route 638 to its intersection with U. S. Route 11; thence in a westwardly direction with the south side of U.S. Route 11 to the intersection of State Route 638 (Tattle Branch Road); thence in a southerly direction with the east side of State Route 638 (Tattle Branch Road) to the intersection of State Route 647 (Shawnee Trail); thence in an easterly direction with the north side of State Route 647 (Shawnee Trail) to the intersection of State Route 645 (Chestnut Ridge Road); thence in a northerly and eastwardly direction with the west side of State Route 645 (Chestnut Ridge Road) to its intersection with Interstate 81 , Exit 39, Seven Mile Ford; thence in an eastwardly direction with Interstate 81 to its intersection with U.S. Route 11 (Lee Hwy) at McMullin Bridge ; thence north with the west side of state Route 660 (Railroad Drive) to its intersection with the Norfolk Southern Railway line; thence east with the Norfolk Southern Railway line to its intersection with state Route 659 (Old Ebenezer Road); thence north with the west side of State Route 664 (Farmview Road); thence in a northerly direction with the west side of State Route 664 (Farmview Road) to the intersection of State Route 658 (Spring Valley Road); thence in a westerly direction with the south side of State Route 658 (Spring Valley Road) to the intersection of State Route 664

(Church Hill Road); thence in a northerly direction with the west side of State Route 664 (Church Hill Road) to the intersection of State Route 645 (Wassum Valley Road) ; thence with the west side of State Route 645 (Wassum Valley Road) north to its intersection with state Route 664 (Murray Road); thence north with the west side of State Route 664 to its intersection with state Route 617 (Walker Creek Road); thence with the north side of State Route 617 a distance of approximately 0.6 mile crossing the Walker Creek watershed to a point; thence in an eastward direction 2,000 feet, more or less , to the former Hungry Mother State Park boundary; thence north with the old Hungry Mother State Park boundary to the top of Walker Mountain; thence in a westward direction with the top of Walker Mountain to the point of beginning.

(c) ELECTION DISTRICT 3-01.

(1) CHILHOWIE PRECINCT at the Town Hall in Chilhowie, Virginia.

Beginning at a point in the Smyth-Washington County line at the top of Walker Mountain; thence in an eastwardly direction with the top of Walker Mountain to State Route 107 (Highway 107) ; thence south with the west side of State Route 107 (Highway 107) to the top of Little Brushy Mountain; thence with the top of Little Brushy Mountain in an eastward direction to its intersection with state Route 637 (Carlock Creek Road); thence in a southerly direction with the west side of State Route 637 (Carlock Creek Road) to the corporate limits of the Town of Chilhowie; thence in an easterly direction with the Chilhowie corporate limit line to its intersection with State Route 638 (Apple Valley Road); thence in a southerly direction with the west side of State Route 638 (Apple Valley Road) to its intersection with U.S. Route 11 (Lee Highway); thence in a westerly direction with the north side of U.S. Route 11 (East Lee Highway) to the intersection of State Route 638 Tattle Branch Road); thence in a southerly direction with the west side of State Route 638 (Tattle Branch Road) to the intersection of State Route 647 (Shawnee Trail); thence in an easterly direction with the south side of State Route 64 7 (Shawnee Trail) to the intersection of State Route 645 (Chestnut Ridge Road); thence west with state Route 645 (Chestnut Ridge Road) to its intersection of State Route 660 (Riverside Road); thence crossing state Route 660 (Riverside Road) to the South Fork of the Holston River; thence west with the South Fork of the Holston River to the Washington County-Smyth County line; thence north with the Washington County line to the point of beginning.

(2) ST. CLAIR PRECINCT - at the Riverside Community Center.

Beginning at a point on the Smyth-Washington County line and the South Fork of the Holston River; thence east with the South Fork of the Holston River to its intersection with state Route 645 (Chestnut Ridge Road) (west intersection) and State Route 660 (Riverside Road); thence with state Route 660 (Riverside Road) east to its intersection with state Route 645 (Redstone Road); thence with the west side of State Route 645 (Red Stone Road) to its intersection with State Route 651 (Carriage Road); thence west with state Route 651 to its intersection with State Route 605 (Wet Springs Road); thence in a southerly direction with the west side of State Route 605 (Wet Springs Road) for approximately 0.86 miles to the intersection of an unnamed farmed road; thence in an easterly and southerly direction with the west side of the unnamed farm road to the intersection of State Route 800 (St Clairs Creek Road, old 600); thence south on

State Route 800 (St Clairs Creek Road) to the intersection of State Route 600 (Whitetop Road); thence in a southerly direction with State Route 600 (Whitetop Road) to the top of Grosses Mountain ; thence west across top of mountain to the Washington-Smyth County line; thence north with the Washington County line to the point of beginning.

(d) ELECTION DISTRICT 4-01.

(1) EAST PARK PRECINCT at the Marion Recreation Center.

Beginning at a point at the top of Walker Mountain, a corner to District 2-01 and at the boundary line of Hungry Mother State Park; thence in a southerly and eastwardly direction with the boundary line of Hungry Mother State Park to a point at the southwest corner of Hungry Mother State Park; thence in a westwardly direction 2,000 feet, more or less , to the east side of State Route 617 (Walkers Creek Road); thence crossing state Route 617 to the west side thereof; thence with the western boundary of State Route 617 to its intersection with State Route 664 (Murray Road); thence with the southern and eastern boundary line of State Route 664 to its intersection with State Route 658 (Spring Valley Road); thence with the northern boundary line of State Route 658 to its intersection with the western corporate limits of the Town of Marion; thence south with the western corporate limits of the Town of Marion to the intersection of the Middle Fork of the Holston River; thence east with the Middle Fork of the Holston River to its intersection with U.S. Route 11, Main Street; thence east with the north side of Main Street to its intersection with the Norfolk Southern Railway line; thence west with the Norfolk Southern Railway line to its intersection with Prater Lane; thence north with the west side of Prater Lane to its intersection with Sprinkle Avenue; thence west with the south side of Sprinkle Avenue to its intersection with Henry Street; thence north with the west side of Henry Street to its intersection with Fowler Street; thence in an easterly direction with the north side of Fowler Street to its intersection with Prater Lane; thence in a northerly direction with the west side of Prater Lane to its intersection with State Route 16 (Park Boulevard); thence north with the west side of State Route 16 to its inter section with State Route 617 (Mitchell Valley Drive); thence with the north side of State Route 617 to its intersection with State Route 689 (Snider Branch Road); thence with the north side of State Route 689 to its terminus ; thence with the north s ide of a Forest Service Road (1970 boundary line) in an eastwardly direction to the west side of State Route 622 (Bear Creek Road which turns to Nebo Mountain Road) to the top of Walker Mountain thence west with the top of Walker Mountain to the point of beginning.

(2) WEST PARK PRECINCT at the Smyth County Courthouse in Marion, Virginia.

Beginning at a point at the intersection of State Route 658 (Spring Valley Road) and State Route 664 (Farm view Road); thence east with the south side of State Route 658 to its intersection with the, Town of Marion corporate limits; thence south with the Town of Marion corporate limits to its intersection with the Middle Fork of the Holston River, thence east with the Middle Fork of the Holston River to its intersection with North Main Street; thence west with North Main street and Main Street to its intersection with Pendleton Street; thence south with Pendleton Street to its intersection with Cherry Street; thence west with the north side of Cherry Street to its intersection with South Park Street; thence south with South Park to its

intersection with South Church Street; thence south with Church Street to a bridge on Interstate 81; thence with Interstate 81 west to the Town of Marion corporate limits (Washington Avenue); thence north with the western corporate limits of the Town of Marion to the Norfolk Southern Railway line; thence west with the Norfolk Southern Railway line to its intersection with State Route 659 (Old Ebenezer Road); thence north with State Route 659 to its intersection with state Route 664 (Farm view Road) ; thence north with State Route 664 (Farm view Road) to the point of beginning.

(e) ELECTION DISTRICT 5-01.

(1) ATKINS PRECINCT at the Atkins Elementary School.

Beginning at a point on the top of Walker Mountain at a corner to the county lines of Smyth, Wythe and Bland Counties; thence in a westwardly direction with the top of Walker Mountain to state Route 622 (Nebo Mountain Road which becomes Bear Creek Road); thence in a southerly direction with the west side of State Route 622 to an old Forest Service road; thence with the north side of the Forest Service Road (1970 boundary line) to the terminus of State Route 689 (Snider Branch Road); thence in a southerly direction with the east side of State Route 689 to the intersection of U. S. Route 11; thence east with the north side of U. S. Route 11 to its intersection with State Route 689 (Hutton Branch Road); thence south with the east side of State Route 689 to its intersection with State Route 688 (Pierce Road); thence east with State Route 688 to its intersection with State Route 686 (Kelly Hill Road); thence east with State Route 686 to its intersection with State Route 622 (Nicks Creek Road); thence with State Route 622 to the top of Locust Mountain; thence with the top of Locust Mountain and Glade Mountain in an eastward direction to the Smyth-Wythe County line; thence north with the Wythe County line to the point of beginning .

(2) WASSONA PRECINCT at the Marion Senior High School.

Beginning at the intersection of State Route 617 (Mitchell Valley Road) and State Route 689 (Snider Branch Road); thence in a southerly direction with the west side of State Route 689 to U. S. Route 11; thence with U. S. Route 11 east to its intersection with state Route 689 (Hutton Branch Road); thence south with state Route 689 to its intersection with State Route 691 (Johnston Road); thence with State Route 691 to U.S. Route 11 (Main Street); thence with Main Street to its intersection with Norfolk Southern Railway line; thence with the Norfolk and Western Railway line to Prater Lane; thence with the east side of Prater Lane to Sprinkle Aenue; thence with the north side of Sprinkle Avenue to Henry Street; thence with the east side of Henry Street to Fowler Street; thence in a westerly direction with the south side of Fowler Street to the intersection of Prater Lane; thence in a northerly direction with the east side of Prater Lane to the intersection of State Route 16 (Park Boulevard); thence with the east side of State Route 16 north to State Route 617 (Mitchell Valley Road); thence with the south side of State Route 617 to the point of beginning.

(f) ELECTION DISTRICT 6-11.

(1) ROYAL OAK EAST PRECINCT at the Marion Senior Citizens Building at 307 Park Street.

Beginning at a point on the top of Locust Mountain where State Route 622 (Nicks Creek Road) crosses such mountain; thence in a northerly direction with the west side of Route 622 to the northern intersection of State Route 686 (Kelly Hill Road); thence in a westwardly direction with the southern side of State Route 686 to its intersection with State Route 689 (Hutton Branch Road); thence in a northerly direction and with the southern side of State Route 689 to its intersection with state Route 691 (Johnston Road); thence with the southern side of State Route 691 (Johnston Road) to U.S. Route 11 (Main Street) in the Town of Marion; thence with the south side of Main Street to its intersection with Pendleton Street; thence with the east side of Pendleton Street in a southerly direction to its intersection with East Cherry Street; thence with the south side of East Cherry Street to its intersection with South Park Street; thence in a southerly direction with South Park Street to its intersection with South Church Street; thence with the east side of South Church Street to Interstate 81 at a bridge ; thence in a westwardly direction with the southern right-of-way of interstate 81 to Exit 45 at the Town of Marion Corporate limits (Washington Avenue); thence in a northerly direction with the western corporate limits of the Town of Marion to the Norfolk Southern Railway line; thence westwardly with the Norfolk Southern Railway line to a point north of State Route 707 (Laurel Springs Road which becomes Willow Springs Road); thence in a southerly direction with the east side of State Route 707 to its intersection with State Route 658 (Scratch Gravel Road); thence in a northerly direction with the north side of State Route 658 (Scratch Gravel Road) to an un-named creek between State Route 702 (Dancy Road) and Kennedy Lane (private road); thence in a southerly direction with the east side of the creek for approximately 3500 feet to the beginning of the creek; thence in a straight line in a southerly direction for approximately 5000 feet to the top of Rich Mountain; thence in a eastwardly direction crossing Rocky Hollow to the top of Brushy Mountain; thence with the top of Brushy Mountain in an eastwardly direction to State Route 622 (Nicks Creek Road) to the point of beginning .

(2) ROYAL OAK WEST PRECINCT at the Adwolfe Volunteer Fire Department Building.

Beginning at the Norfolk Southern Railway line, at a point projected north from the intersection of state Route 707 (Laurel Springs Road) and U. S. Route 11; thence westwardly with the Norfolk Southern Railway Line to state Route 660 (Adwolfe Road), where it crosses the railroad at McMullin Bridge; thence south with the east side of State Route 660 to U.S. Interstate 81; thence proceeding west with the southern right-of-way of interstate 81 to Exit 39 , Seven Mile Ford and to its intersection with U. S. Route 11 and State Route 645 (Chestnut Ridge Road); thence south with U. S. Route 11 to the intersection of U.S. Route 11 and State Route 645; thence with the eastern boundary line of State Route 645 (Chestnut Ridge Road) to its intersection with State Route 648 (Cherokee Lane); thence in an easterly direction with the north side of State Route 648 (Cherokee Lane) to State Route 660 (Riverside Road); thence in a northerly direction with the north side of State Route 660 (Riverside Road) to its intersection with State Route 657 (Thomas Bridge Road); thence in an southeasterly direction with State Route 657 (Thomas Bridge Road) to its intersection with State Route 658 (Scratch Gravel Road); thence in a northerly direction with the north side of State Route 65 8 (Scratch Gravel Road) to its intersection with state Route 707 (Willow Springs Road which becomes Laurel Springs Road); thence north with State Route 707 to its intersection with U.S. Route 11 the point of beginning.

(g) ELECTION DISTRICT 7-01.

(1) SUGAR GROVE PRECINCT at the Sugar Grove School Shop.

Beginning at a point in the eastern boundary line of Smyth County at the top of Glade Mountain at its intersection with the Wythe County line; thence in a southerly direction with the Wythe County line to the Grayson county line; thence westwardly with the Grayson County line to its intersection with State Route 16 (Sugar Grove Highway); thence north with the southern side of State Route 16 to its intersection with State Route 650 (Comers Creek Road); thence with the east side of State Route 650 to its intersection with State Route 670 (Teas Road); thence from the point of intersection in a straight line in a northerly direction to the top of Rich Mountain; thence east with the top of Rich Mountain crossing Rocky Hollow to Brushy Mountain; thence with the top of Brushy Mountain to the top of Locust Mountain; thence with the top of Locust Mountain to the top of Glade Mountain; thence with the top of Glade Mountain to the point of beginning.

(2) ADWOLFE PRECINCT at the Volunteer Fire Department Building.

Beginning at a point on the Washington-Smyth County line on the top of Grosses Mountain; thence with the top of Grosses Mountain to State Route 600 (Whitetop Road); thence in a northerly direction with State Route 600 (Whitetop Road) to its intersection with State Route 800 (St Clairs Creek Road, Old 600); thence in a northerly direction with the east side of State Route 800 (St Clairs Creek) approximately 2.59 miles to an unnamed farm road; thence in a northerly direction with east side of the unnamed farm road approximately 0.5 miles to the intersection with State Route 605 (Wet Springs Road); thence east and north with State Route 605 (Wet Springs Road) to its intersection with state Route 651 (Carriage Road); thence east on State Route 651 to its intersection with state Route 645 (Red Stone Road); thence in a northerly direction with the east side of State Route 645 (Red Stone Road) to State Route 660 (Riverside Road); thence in a westwardly direction with the north side of State Route 660 (Riverside Road) to State Route 645 (Chestnut Ridge Road); thence with the south - east boundary line of State Route 645 (Chestnut Ridge Road) in a north and eastwardly direction to its intersection with state Route 648 (Cherokee Lane); thence in an easterly direction with the north side of State Route 648 (Cherokee Lane) to State Route 660 (Riverside Road); thence in a northeasterly direction with the south side of State Route 660 (Riverside Road) to State Route 657 (Thomas Bridge Road); thence in a southeasterly direction with the west side of Route 657 (Thomas Bridge Road) to its intersection with State Route 658 (Scratch Gravel Road); thence in a northeasterly direction with the south side of State Route 658 (Scratch Gravel Road) to an unnamed creek between State Route 702 (Dancy Road) and Kennedy Lane (private road); thence in an southerly direction with the west side of the creek approximately 3,500 feet to the beginning of the creek; thence in a straight line approximately 5,000 feet to the top of Rich Mountain; thence with the top of Rich Mountain to a point; thence from said point to the intersection of State Route 670 (Teas Road) and state Route 650 (Comers Creek Road) in a southerly direction; thence with State Route 650 to its intersection with State Route 16 (Sugar Grove Highway); thence with state Route 16 to the Smyth-Grayson County boundary; thence west with the Grayson County boundary to the top of Grave Mountain; thence west with the top of Grave Mountain to the top of Straight Mountain; thence with the top of Straight Mountain

to the Washington County line; thence north with the Washington County line to the point of beginning.

(3) KONNAROCK PRECINCT at the Konnarock Community Center.

Beginning at a point on the Smyth-Grayson County line at the top of Grave Mountain; thence with the top of Grave Mountain west to the top of Straight Mountain; thence west with the top of straight Mountain to the Washington County line; thence south with the Washington County line to the Grayson County line; thence east with the Grayson County line to the point of beginning.

North Fork District Supervisor Phil Stevenson made a motion to approve the re-adoption of Chapter 17 (Elections), Article III (Election Districts) Section 17-45 and 17-46, and Article IV (Precincts), Section 17-67 as stated herein.

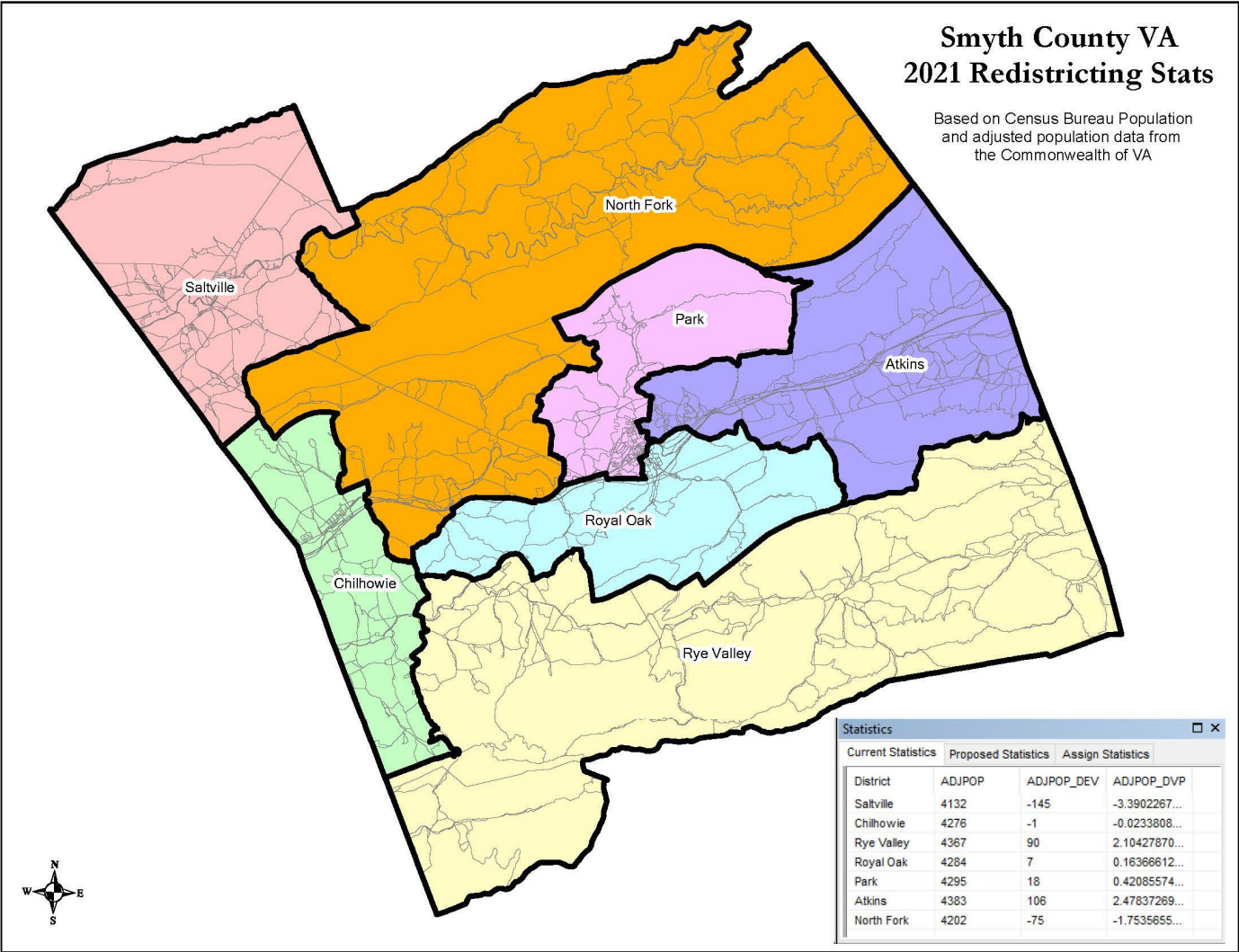
The motion was seconded by Saltville District Supervisor Roscoe Call and the roll call vote is as follows:

<u>NAME</u>	<u>FOR</u>	<u>AGAINST</u>	<u>ABSENT</u>
Charlie E. Atkins	X		
Roscoe D. Call	X		
Lori H. Deel	X		
Kristopher S. Ratliff, DPh	X		
Charles P. Stevenson	X		
Mike Sturgill	X		
Judy Wyant	X		

This amendment shall be effective on and after 12:01 a.m. on the 15<sup>th</sup> day of December 2021.

I certify that this is a true and correct copy taken from the minutes of the Smyth County Board of Supervisors meeting of December 14, 2021.

  
 Shawn Utt, Clerk of the Board



*Saltville District Supervisor Roscoe Call seconded the motion.*

*After consideration, the motion PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None*



12/14/2021 5:30 PM Assistant County Administrator, Lisa Richardson, reviewed the County financial information.



12/14/2021 5:34 PM A motion was made by Saltville District Supervisor Roscoe Call to approve the following accounts payable listing:

<b><u>General County</u></b>	
Accounts Payable Listing 11/1/2021-11/30/2021	<u>\$1,406,568.19</u>
Total General County	<b>\$1,406,568.19</b>
<b><u>Fund Accounts</u></b>	
EDA Fund 4	\$107.59
CDBG Food Pantry Grant Fund 303	\$9,976.00
Sheriff Fund 748	\$3,051.83
Recovery Court Fund 749	\$32,845.58
Commonwealth Atty Drug Asset Account Fund 760	<u>\$541.00</u>
Total Fund Accounts	\$46,495.00
<b>TOTAL ACCOUNTS PAYABLE – NOVEMBER 2021</b>	
	<b>\$1,453,063.19</b>

*North Fork District Supervisor Phil Stevenson seconded the motion.*

*After consideration, the motion PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,*


*Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

NAYS: None.

ABSTAINERS: None.

ABSENT: None

 12/14/2021 5:35 PM Chair, Atkins District Supervisor Charles Atkins opened citizen's time.

 12/14/2021 5:35 PM Charles Wassum, 321 Wassona Circle, Marion spoke about Constitutional rights and passed out a copy of the United States Constitution to each Supervisor.

 12/14/2021 5:38 PM With no one else wishing to speak, Chair, Atkins District Supervisor Charles Atkins closed citizen's time.

 12/14/2021 5:39 PM Chair, Atkins District Supervisor Charles Atkins read the minutes from the Animal Control Committee meeting held on December 7, 2021 and presented the following recommendations:

- 1) Martha Burke, 296 Packing House Road, Chilhowie, VA – 4 Cayuga Ducks. After review and discussion *Saltville District Supervisor Roscoe Call made a motion to recommend the approval of the Smyth County Damage Claim form in the amount of \$40.00. Atkins District Supervisor Charles Atkins seconded the motion and it was unanimously approved.*

*After consideration, the Animal Control Committee recommendation PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

NAYS: None.

ABSTAINERS: None.

ABSENT: None

- 2) Ted Hunt, 1576 Buckeye Hollow Road, Saltville, VA – Two (2) 9-month old female goats. After review and discussion *Saltville District Supervisor Roscoe Call made a motion to recommend the approval of the Smyth County Damage Claim form in the amount of \$300.00. Atkins District Supervisor Charles Atkins seconded the motion and it was unanimously approved.*


*After consideration, the Animal Control Committee recommendation PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None*

 12/14/2021 5:44 PM Vice Chair, Rye Valley District Supervisor Lori Deel read the minutes from the American Rescue Plan Act (ARPA) Committee meeting held on December 2, 2021. No action required. Discussion ensued.

 12/14/2021 5:46 PM Chair, Atkins District Supervisor Charles Atkins read the minutes from the Budget Committee meeting held on December 7, 2021 and December 14, 2021 and presented the following recommendations:

- A motion was made by Rye Valley District Supervisor Lori Deel to approve the FY21/22 Budget Amendment #4 to include the Qualified School Construction Bond (QSCB) payment request and related revenues in the amount of \$487,113. Atkins District Supervisor Charles Atkins seconded the motion and it was unanimously approved.*

*After consideration, the Budget Committee recommendation PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and*

*North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: Chilhowie District Supervisor Michael Sturgill*

*ABSENT: None.*



## **SMYTH COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION**

#### **SMYTH COUNTY BUDGET FISCAL YEAR 2021-2022 – AMENDMENT #4**

**WHEREAS**, the Smyth County Board of Supervisors, on June 8, 2021 adopted the Fiscal Year 2021-2022 Budget in the original amount of \$94,916,778; and

**WHEREAS**, on August 26, 2021, the Smyth County Board of Supervisors adopted an amended budget (Budget Amendment #1) for Fiscal Year 2021-2022 in the amount of \$100,246,861 to allow for FY21 budget rollovers; and,

**WHEREAS**, on September 14, 2021, the Smyth County Board of Supervisors adopted an amended budget (Budget Amendment #2) for Fiscal Year 2021-2022 in the amount of \$99,996,861 to allow for the loss of revenues related to the County meals tax implementation delay; and,

**WHEREAS**, on October 12, 2021, the Smyth County Board of Supervisors adopted an amended budget (Budget Amendment #3) for Fiscal Year 2021-2022 in the amount of \$100,126,223; and,

**WHEREAS**, the aggregate amount of budget amendment #4 is \$487,113 which would increase the Fiscal Year 2021-2022 budget to a total of \$100,613,336 as shown in greater detail on Exhibit A attached hereto.

**NOW, THEREFORE, BE IT RESOLVED**, the Smyth County Board of Supervisors sets forth and approves the amended Smyth County Budget for the Fiscal Year 2021-2022 in the amount of \$100,613,336.

**BE IT FURTHER RESOLVED**, the approval of this budget amendment #4 shall indeed constitute an appropriation of the same funds.

**Adopted** this the 14<sup>th</sup> day of December, 2021

**ATTEST:**

A handwritten signature in blue ink, appearing to read "S. Utt", written over a horizontal line.

Shawn M. Utt, Clerk

**SMYTH COUNTY  
BOARD OF SUPERVISORS**

A handwritten signature in blue ink, appearing to read "Charles E. Atkins", written over a horizontal line.

Charles Atkins, Chair

Exhibit A  
FY 2021-22  
Budget Amendment #4 (12-14-21)

## Part 1. REVENUES

Fund	Department	Line Item Number	Account Title	Adopted Budget	Amount of Amendment	Budget with Amendment	Notes
FUND 001	Expenditure Refunds	001-018030-0066	QSCB Bond Rebate	\$ -	\$ (487,113)	\$ (487,113)	Marion Elem. & Oak Point School Bond rebate
<b>Total Revenues With Amendment</b>				<b>\$ (100,126,223)</b>	<b>\$ (487,113)</b>	<b>\$ (100,613,336)</b>	

## Part 2. EXPENDITURES

Fund	Department	Line Item Number	Account Title	Adopted Budget	Amount of Amendment	Amended Budget Amount	Notes
FUND 001	Capital Improvements / Debt Service	001-070000-8888-86	QSCB Bond Rebate	\$ -	\$ 487,113	\$ 487,113	Marion Elem. & Oak Point School Bond rebate
<b>Total Expenditures With Amendment</b>				<b>\$ 100,126,223</b>	<b>\$ 487,113</b>	<b>\$ 100,613,336</b>	

<b>Revenues</b>	\$ (100,126,223)	\$ (487,113)	\$ (100,613,336)
<b>Expenditures</b>	\$ 100,126,223	\$ 487,113	\$ 100,613,336
<b>Difference</b>	\$ -	\$ -	\$ -

- Royal Oak District Supervisor Judy Wyant made a motion to recommend the approval of the FY21/22 Budget Amendment #5 to include the American Rescue Plan Act Utility Funding in the amount of \$172,866.00. Rye Valley District Supervisor Lori Deel seconded the motion and it was unanimously approved.

Assistant County Administrator, Lisa Richardson provided a brief description of the Utility Relief Fund and added that the County was awarded \$5,858.67, while Chilhowie received \$141,928.74 and Marion received \$25,078.98 for a total of \$172,866.00.

After consideration, the Budget committee recommendation PASSED by the following vote:

**AYES:** Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Chilhowie District Supervisor Michael Sturgill,  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.



## **SMYTH COUNTY BOARD OF SUPERVISORS**

### **RESOLUTION**

#### **SMYTH COUNTY BUDGET FISCAL YEAR 2021-2022 – AMENDMENT #5**

**WHEREAS**, the Smyth County Board of Supervisors, on June 8, 2021 adopted the Fiscal Year 2021-2022 Budget in the original amount of \$94,916,778; and

**WHEREAS**, on August 26, 2021, the Smyth County Board of Supervisors adopted an amended budget (Budget Amendment #1) for Fiscal Year 2021-2022 in the amount of \$100,246,861 to allow for FY21 budget rollovers; and,

**WHEREAS**, on September 14, 2021, the Smyth County Board of Supervisors adopted an amended budget (Budget Amendment #2) for Fiscal Year 2021-2022 in the amount of \$99,996,861 to allow for the loss of revenues related to the County meals tax implementation delay; and,

**WHEREAS**, on October 12, 2021, the Smyth County Board of Supervisors adopted an amended budget (Budget Amendment #3) for Fiscal Year 2021-2022 in the amount of \$100,126,223; and,

**WHEREAS**, on December 14, 2021, the Smyth County Board of Supervisors adopted an amended budget (Budget Amendment #4) for Fiscal Year 2021-2022 in the amount of \$100,613,336; and,

**WHEREAS**, the aggregate amount of budget amendment #5 is \$172,866 which would increase the Fiscal Year 2021-2022 budget to a total of \$100,786,202 as shown in greater detail on Exhibit A attached hereto.

**NOW, THEREFORE, BE IT RESOLVED**, the Smyth County Board of Supervisors sets forth and approves the amended Smyth County Budget for the Fiscal Year 2021-2022 in the amount of \$100,786,202.

**BE IT FURTHER RESOLVED**, the approval of this budget amendment #4 shall indeed constitute an appropriation of the same funds.

**Adopted** this the 14<sup>th</sup> day of December, 2021

**ATTEST:**

  
Shawn M. Utt, Clerk

**SMYTH COUNTY  
BOARD OF SUPERVISORS**

  
Charles Atkins, Chair

Exhibit A  
FY 2021-22  
Budget Amendment #4 (12-14-21)

## Part 1. REVENUES

Fund	Department	Line Item Number	Account Title	Adopted Budget	Amount of Amendment	Budget with Amendment	Notes
FUND 001	Expenditure Refunds	001-018030-0066	QSCB Bond Rebate	\$ -	\$ (487,113)	\$ (487,113)	Marion Elem. & Oak Point School Bond rebate
<b>Total Revenues With Amendment</b>				<b>\$ (100,126,223)</b>	<b>\$ (487,113)</b>	<b>\$ (100,613,336)</b>	

## Part 2. EXPENDITURES

Fund	Department	Line Item Number	Account Title	Adopted Budget	Amount of Amendment	Amended Budget Amount	Notes
FUND 001	Capital Improvements / Debt Service	001-070000-8888-86	QSCB Bond Rebate	\$ -	\$ 487,113	\$ 487,113	Marion Elem. & Oak Point School Bond rebate
<b>Total Expenditures With Amendment</b>				<b>\$ 100,126,223</b>	<b>\$ 487,113</b>	<b>\$ 100,613,336</b>	

Revenues	\$ (100,126,223)	\$ (487,113)	\$ (100,613,336)
Expenditures	\$ 100,126,223	\$ 487,113	\$ 100,613,336
Difference	\$ -	\$ -	\$ -

 12/14/2021 5:53 PM Saltville District Supervisor Roscoe Call read the minutes from the Ordinance Committee meeting held on December 7, 2021 and presented the following recommendations:

- Atkins District Supervisor Charles Atkins made a motion to recommend staff to develop a draft ordinance for a Smyth County Junior Firefighter Program. Saltville District Supervisor Roscoe Call seconded the motion and it was unanimously approved.

After consideration, the Ordinance Committee recommendation PASSED by the following vote:

AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Chilhowie District Supervisor Michael Sturgill  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson

NAYS: None.

ABSTAINERS: None.

ABSENT: None

- Atkins District Supervisor Charles Atkins made a motion to recommend directing staff to develop a draft ordinance to amend the Smyth County Code regarding the Transient Occupancy Tax as recommended by the Commissioner of Revenue.

*Saltville District Supervisor Roscoe Call seconded the motion and it was unanimously approved.*

*After consideration, the Ordinance committee recommendation FAILED by the following vote:*

*AYES: None.*

*NAYS: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Chilhowie District Supervisor Michael Sturgill  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*ABSTAINERS: None.*

*ABSENT: None*

After discussion, North Fork District Supervisor Phil Stevenson recommended tabling the Transient Occupancy Tax recommendation to allow the Board of Supervisors to review in further detail.

- *Atkins District Supervisor Charles Atkins made a motion to recommend directing staff to develop a draft ordinance that would eliminate the sliding scale qualification to allow seniors who are eligible to be eligible for maximum relief and to increase the income threshold for Real Estate Relief for the Elderly or Permanently and Totally Disabled from \$25,000 to \$27,000. Saltville District Supervisor Roscoe Call seconded the motion and it was unanimously approved.*


*After consideration, the Ordinance committee recommendation PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Chilhowie District Supervisor Michael Sturgill  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None*

 12/14/2021 6:02 PM Vice Chair, Rye Valley District Supervisor Lori Deel read the minutes from the Public Safety Committee meeting held on December 7, 2021 and presented the following recommendations:

- *Chilhowie District Supervisor Michael Sturgill made a motion to recommend the approval of the County Fire Automatic Aid agreement to the Board of Supervisors. Rye Valley District Supervisor Lori Deel seconded the motion and it was unanimously approved.*

DRAFT



## Smyth County Public Safety

Section: **Administrative**

Version: **1**

Section Number:

Effective Date:

Title: **Smyth County Fire Response Agreement**

Authorized By:

### 1. Purpose

1.1. The purpose of the Standard Operating Procedure (SOP) is to establish Smyth County's response guidelines for fire departments determined by Smyth County, Virginia (Smyth County Public Safety/SCPS), The Town of Marion (Station 1 and 2), The Town of Chilhowie (Station 3), The Town of Saltville (Station 4 and 10), Sugar Grove Fire and Rescue (Station 5), Atkins Fire Department (Station 6), Nebo Fire Department (Station 7 and 8), Adwolfe Fire Department (Station 9) to be in the best interest of public safety and to the mutual benefit of both all communities. The fire territories identify perceived target hazards in each jurisdiction for which the benefits of an enhanced initial response have been identified. This agreement provides for the simultaneous dispatch of a combination of agencies, resulting in the delivery of a greater initial response force to these target hazards within a shorter period of time. This plan also sets up multiple alarms for each area for further assistance. This agreement does not preclude the use of Mutual Aid agreements between all entities nor does it supersede or supplant either statewide or local contracts.

### 2. Scope

- 2.1. This SOP will lay out the parameters for a countywide fire response. In NFPA 1720, Automatic Aid is defined as a plan developed between two or more fire departments for immediate joint response on first alarms. In 1720 the standard for staffing initial firefighting operations in a single household dwelling is 15 trained members. As operations such as search and rescue or aerial are needed, more members are required. Working Structure Fires is a staff intensive operation and the majority of operations are in the first 15 to 30 minutes of the incident. This plan can provide the NFPA 1720 standard for staffing and citizen safety.
- 2.2. Response plans are determined prior to the incident. The required resources will be identified and arranged in the dispatch computer by the Smyth County Emergency Services Coordinator or Designee(s). Response responsibilities are determined through preplans of territory by Town/County departments and the Smyth County Department of Public Safety.

### 3. Procedure

- 3.1. **Authority Having Jurisdiction (AHJ):** In this Standard Operational Procedure, the AHJ is the agency in which the incident occurs. The AHJ is responsible for accountability and safety of all individuals on scene. AHJs' will continue to follow its regular SOPs during incidents. All responding agencies shall follow the incident commander of the AHJ unless directions are in direct contradiction to safety.
- 3.2. **Agency Responsibilities:** All agencies that respond to calls outside of its home jurisdiction shall follow this plan during fire responses. All agencies in Smyth County shall be responsible to keep



## Smyth County Public Safety

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all equipment and apparatus maintained and safe for use. All Apparatus should be maintained to the NFPA 1911 standard for upkeep and service. All Ground Ladders should be maintained to the NFPA 1932 standard. All Rescue Tools should be maintained and serviced to manufacture guidelines. All Fire Hose, Couplings, Nozzles, and Fire Hose Appliances should be maintained to the NFPA 1962 standard. All SCBA shall meet OSHA 1910.132 and each department shall have a respiratory plan or adopt the Smyth County Public Safety Respiratory Plan. All Personnel Protective Equipment should be maintained to NFPA standards 1851, 1855, 1877, and 1891. All Life Safety Rope and Equipment should be maintained to NFPA 1858 standard. All apparatus should be equipped to meet NFPA 1901. All staffing should meet OSHA 1910.132 and 1910.120 as well as NFPA 1001. If agency is found to not be in accordance to this responsibility, it should be brought to the attention of the Emergency Services Coordinator of Smyth County or the Smyth County Chiefs' Meeting.

- 3.3. **Non-AHJ Responding Units:** Non-AHJ responding Units in the Response Plan shall be staffed with the appropriate individuals. All responders will have at minimal VDFP Firefighter 1. Each unit will have a minimal of 1 staffed individual that is trained VDFP Firefighter 2 that has been ordained with officer decision making power. The Officer will be responsible for the responding crew and completing the task as advised by the incident commander. **No Personal Vehicles will be allowed to respond to other jurisdictions.** Apparatus should ask for placement assignments from incident command. If incident command is unable or does not give the assignment then apparatus should be placed upwind and uphill of the incident if possible. Considerations should be given to using the apparatus as a barrier, to shield the incident scene from traffic hazards. Warning lights should be left operating, in conjunction with the use of traffic cones and/or fusees where needed. Additional consideration should be given to positioning the apparatus at an angle to better allow removal of any hose from pre-connect compartments. Apparatus that are not in use should remain back from the scene to prevent congestion and confusion. Apparatus that are not in use should have one member remaining with said apparatus for equipment or if apparatus needs to be deployed quickly for another assignment on the fire ground. Avoid blocking in other apparatus or parking apparatus with no clear route of egress. Ambulances should be positioned away from the scene with an easy line of egress for quick transport if needed. Ambulances parked on scene can be blocked by other apparatus causing delays in patient care.

3.3.1. **Engines/Wagon:** These units will be staffed with 3 or more individuals.

3.3.2. **Truck/Quint:** These units will be staffed with 4 or more individuals.

3.3.3. **Tankers:** Tankers will be staffed with 1 or more individuals. It is preferred to have 2 staffing for accountability.

3.3.4. **Ambulance/Medics:** These units will be staffed with at least 1 Emergency Medical Technician for Basic Life Support and at least 1 Emergency Medical Technician and/or 1 Intermediate or Paramedic.



## Smyth County Public Safety

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Title: **Smyth County Fire Response Agreement** Authorized By:

- 3.3.5. **Incident Commander (IC):** ICs will have at least VDFP Firefighter 2, HazMat Operations, ICS 300 and Officer 1.
- 3.3.6. **Utilities:** These units will be staffed with 2 or more individuals and only responds upon request for manpower during an incident.
- 3.3.7. **Understaffed Units:** If a responding unit is understaffed to the standards previously mentioned, the unit will advise first dispatch of the understaffing and then advise the Incident commander upon request of assignment. (Example: Engine# responding with 2)
- 3.4. **Incident Command:** The first arriving company shall establish incident command within the National Incident Management System (NIMS). If the first arriving company is not from the AHJ, then command shall be transferred to the agency's first arriving unit by the best means available in the NIMS process. Each agency shall supply a ranking officer to the command post to assist the incident commander as needed.
- 3.5. **Incident Command Structure:** The Smyth County Fire Response plan will follow the ICS system prescribed by NIMS. Chain of Command will follow the structure provided below:





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### 3.6. Accountability:

3.6.1. Accountability involves a personal commitment to work within the safety system at a Smyth County Fire Response Incident.

3.6.1.1. Command will always maintain an accurate tracking and awareness of where resources are committed at an incident.

3.6.1.2. Command will always be responsible for including accountability as a major element in strategy and attack planning and must consider and react to any barriers to effective accountability.

3.6.1.3. Company Officers will always maintain an accurate tracking and awareness of crews assigned to them. This will require the Company officer to be in his/her assigned area and maintaining close supervision of crews assigned to them.

3.6.1.4. All crews will work with Command – **No Free-Lancing.**

3.6.1.5. Crews arriving on scene should remain intact for all intents and purposes. A minimum crew size will be two or more members equipped with a radio.

3.6.1.6. If a radio fails while in a hazard zone, the crew will exit unless there is another working radio with the crew.

### 3.6.2. Personnel Accountability Reports

3.6.2.1. Command should initiate Personnel Accountability Reports (PAR). The PAR involves a roll call of personnel assigned. For the company officer, a PAR is a confirmation that members assigned to his/her crew are visually accounted for. For the Sector Officer, a PAR is an accounting for all crew members of a companies assigned to his/her sector. Reports of PAR should be conducted face-to-face within the company or with the sector whenever possible.

3.6.2.2. A PAR will be required for the following situations:

3.6.2.2.1. Any report of a missing or trapped firefighter.

3.6.2.2.2. Any change from offensive to defensive operations.

3.6.2.2.3. Any sudden hazardous event at the incident-Flash over, Backdraft, Collapse, etc.

3.7. **Evacuation:** Evacuation is appropriate when the risk to firefighter is exceeded by the reward of further interior operations. When this threshold is reached. The procedure for evacuation is as follows:

3.7.1. Incident Command will announce over all fire ground channels the following:

3.7.1.1. "Emergency Traffic, Evacuate" x3

3.7.2. Incident Command will then instruct the closest Fire Apparatus to give three blast on the air horn.

3.7.3. Incident Command will contact dispatch to time stamp and record the change in status and evacuation was given.



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**3.8. Assignments:** Assignments will be given to certain responders by arrival status. Assignments are as follows:

**3.8.1. First Arriving Officer:** The first arriving officer on scene of a working structure fire will have the following task:

**3.8.1.1.** Give the appropriate scene size up at the time of marking on scene that will include the following information:

**3.8.1.1.1.** Structure Type (Size, Stories, Construction)

**3.8.1.1.2.** Present Conditions

**3.8.1.1.3.** Initial Scene Hazards

**3.8.1.1.4.** Confirm A side (if necessary)

**3.8.1.1.5.** Establish Command

**3.8.1.1.6.** Current Task (Offensive or Defensive Attack)

**3.8.1.2.** Perform an initial 360 check of the surroundings and give full report to second in apparatus.

**3.8.1.3.** Give assignment to second in apparatus or perform NIMS prescribed command transfer.

**3.8.1.4.** If a scene is unsafe due to violence or other situation, First Arriving Officers can make the determination to clear a scene or stage units until conditions change.

**3.8.2. First Arriving Apparatus:** The first apparatus staff, under the direction of the First Arriving Officer, will perform:

**3.8.2.1.** Task as assigned by First Arriving Officer.

**3.8.2.2.** Rescue-Protect occupants, remove those who are threatened and to treat the injured.

**3.8.2.3.** Fire Control-Stop the forward progress of the fire and to bring the fire under control.

**3.8.2.4.** Property Conservation-Stop or reduce additional loss to property.

**3.8.2.5.** The first arriving apparatus must consciously avoid committing itself to a dangerous situation until other apparatus arrive to provide a second team for the 2 in/2 out.

**3.9. Safety:** All agencies shall use the Personal Accountability Support System (PASS) and policies governing this system shall continue to be used. All agencies use Rapid Intervention Teams (RIT) and policies governing this system shall continue to be used. All agencies shall adhere to two in/two out procedures in accordance with OSHA 1910.134 until RIT can be established. Mayday procedures shall be utilized by both agencies when needed, governed by departmental policy.

**3.10. Untrained/Junior/Cadet/Explorers:** Departments will be able to respond with probationary fire members with limitations. If a department has filled an assignment on an apparatus with the appropriate staffing, 1 additional member that is untrained may respond. This member is the responsibility of the Officer in Charge and shall not perform outside of the



## Smyth County Public Safety

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parameters of training. This individual must follow all guidelines and procedures of the AHJ and must not be unsupervised or given individual task on scene.

3.10.1. **Untrained Personnel:** All untrained personnel that respond in this system will be denoted with a Green helmet, shield, or helmet piece.

3.11. **Public Information:** All media releases about Smyth County Fire Response incidents will follow the AHJ policy for informational releases. No information will be released that is in contradiction to the Health Insurance Portability and Accountability Act (HIPAA). All informational releases and devices used for recording or disseminating information will be subject to the Freedom of Information Act (FOIA) and investigations by law enforcement agencies.

3.12. **Line of Duty Death:** The death of staff of any agency while on duty, or while undergoing medical treatment for any injury or disease resulting from such duty, is considered a line of duty death. The following should be completed in the situation of a death on scene of a Smyth County Fire Response incident.

3.12.1. Incident Command should secure the scene of the incident with the assistance of law enforcement.

3.12.2. Law enforcement should be contacted to begin investigative procedures.

3.12.3. Notification should be made by phone to dispatch to contact the Emergency Services Coordinator if not present on scene. The next alarm should be toned to provide additional resource to the scene as needed.

3.12.4. Radio traffic about the nature of the emergency should be held to a minimal on repeated channels and information should be controlled from leaving the scene to prevent the accidental release of information to the next of kin.

3.12.5. Incident Command should begin to gather all available information concerning the incident and circumstances leading to the death.

3.12.6. All Personnel Protective Equipment (PPE) and other equipment pertaining to the death should be placed in large paper bags and given to law enforcement on scene.

#### 4. Grace Period

4.1. It is understood that Smyth County is growing its structure and that not all AHJs meet the standards laid out in this document. It will be understood by all parties involved that a grace period of one year will be in place to allow parties to obtain these standards. During this year the county will provide the following:

4.1.1. Incident Command training to prepare company officers to lead incidents.

4.1.2. Officer 1 and 2 classes for all who qualify

4.1.3. Fire Academy to train individuals to the Firefighter 2 standard

4.1.4. Firefighter 2 and HazMat Operations courses.

4.1.5. ICS 300 course for Incident Commanders.



## Smyth County Public Safety

Section: **Administrative**

Version: **1**

Section Number:

Effective Date:

Title: **Smyth County Fire Response Agreement**

Authorized By:

### 4.1.6. Training and Exercises on Smyth County Fire Response

#### 5. General Terms

- 5.1. Any problems or concerns related to this SOP shall be addressed to the Emergency Services Coordinator of Smyth County or at the Monthly Smyth County Chiefs' Meeting. The AHJ's department's policies and guidelines shall be adhered to at all times. The relationship of the entities shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The entities hereto shall not hold themselves out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other entity shall maintain its own identity in providing services. Each entity is separately responsible for establishing its own policies and financing its own activities.
- 5.2. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 5.3. The initial term of this agreement shall be six (6) months from its effective date. The agreement may be extended by one (1) additional six (6) month term if agreed to in writing by all parties.
- 5.4. This agreement can be terminated by any jurisdiction or party upon written notice to the other party with a thirty (30) day notice.
- 5.5. Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, subcontractors, and officers. No party to this Agreement has the authority to act on behalf of the other party or bind the other party to any obligation. This Agreement is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this Agreement shall be termination of this Agreement. No party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees, members, officers or others for whom the party is responsible.
- 5.6. All parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.

*After consideration, the Public Safety Committee recommendation PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Chilhowie District Supervisor Michael Sturgill  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None.*

- *Chilhowie District Supervisor Michael Sturgill made a motion to recommend entering into a contract with Voice Language Services, LLC for a language line for dispatch and law enforcement agencies. Rye Valley District Supervisor Lori Deel seconded the motion and it was unanimously approved.*

*After consideration, the Public Safety Committee recommendation PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Chilhowie District Supervisor Michael Sturgill  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None.*

The Board briefly discussed the Radio Feasibility Study and the costs associated with it.

- *Chilhowie District Supervisor Michael Sturgill made a motion to recommend sending the request to the Budget Committee to consider a Budget Amendment in the amount of \$1,000 to cover additional costs in ballistic plates related to an emergency management grant overrun. Rye Valley District Supervisor Lori Deel seconded the motion and it was unanimously approved.*


*After consideration, the Public Safety Committee recommendation PASSED by the following vote:*


*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Chilhowie District Supervisor Michael Sturgill  
Royal Oak District Supervisor Judy Wyant,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*


*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None.*

 12/14/2021 6:31 PM County Administrator, Shawn Utt discussed the *Shared Solar for Southwest Virginia* initiative. Mr. Utt said the County has been approached by representatives of Solar Workgroup of Southwest Virginia, who originated from the University of Virginia's College at Wise in 2016. Mr. Utt indicated that the Solar Workgroup has been working with state legislators to get legislation passed that would require APCo and Dominion Power to make shared solar programs available in Southwest Virginia as it is currently in Northern Virginia. North Fork District Supervisor Phil Stevenson shared his concern with the Solar saying that if the County makes a commitment to this project then what does it obligate the County to on down the road in the future. Chilhowie District Supervisor Michael Sturgill added he thinks that Solar would be a good thing to pursue and that he is an advocate for it. Chair, Atkins District Supervisor Charles Atkins noted he would like to get more information and have a representative from the Shared Solar Group possibly attend a Board meeting sometime early next year. Discussion ensued.

 12/14/2021 6:38 PM County Attorney, Scot Farthing provided updates on various projects that he is currently working on and also said he will be working on completing various draft ordinances and also noted that the Opioid settlement is progressing on.

 12/14/2021 6:45 PM County Administrator Report - County Administrator, Shawn Utt discussed the Smyth County Broadband Initiative that has a goal of obtaining "universal broadband coverage" for the citizens and businesses. Mr. Utt noted that Smyth County along with Washington and Wythe Counties, partnered with Point Broadband and Mount Rogers Planning District Commission in applying to the Virginia Telecommunication Initiative (VATI) for a regional broadband expansion crossing all three localities. He added that just this week it was announced that the partnership has received approximately a \$66 million grant in funds for the project which will be matched with over \$30 million from Point Broadband.

 12/14/2021 6:47 PM Emergency Services Coordinator, Curtis Crawford presented an update on the current Smyth County Covid 19 Statistics.

 12/14/2021 6:48 PM Supervisor Comment Time -

Chilhowie District Supervisor Michael Sturgill wished everyone a Merry Christmas and thanked all staff, Board Members and law enforcement for a job well done and added that he enjoys working with everyone.

North Fork District Supervisor Phil Stevenson thanked Royal Oak District Supervisor Judy Wyant for her good service for the last four years serving on the Board and added that he was impressed with her financial wisdom and her appreciation in serving.

Saltville District Supervisor Roscoe Call thanked Royal Oak District Supervisor Judy Wyant for her service and wished her luck. Mr. Call presented the following nomination for the Smyth County Library Board.

- *Saltville District Supervisor Roscoe Call nominated Tracy Prater to serve on the Smyth County Library Board to fill the unexpired term of Heather Colley to expire on June 30, 2022.*

*North Fork District Supervisor Phil Stevenson seconded the motion.*

*After consideration, the motion PASSED by the following vote:*

*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Park District Supervisor Kris Ratliff,  
Royal Oak District Supervisor Judy Wyant,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
North Fork District Supervisor Phil Stevenson*

*NAYS: None.*

*ABSTAINERS: None.*

*ABSENT: None*

Park District Supervisor Kris Ratliff said he was glad to see 2021 almost in the rear view mirror and added that work has taken a lot of his time lately and apologized to the Board as a whole. Dr. Ratliff added he would also like to commend Royal Oak District Supervisor Judy Wyant for the last four years of service to the Board and added that she will be missed. Dr. Ratliff also thanked Chair, Atkins District Supervisor Charles Atkins for his leadership to the

Board and commended the rest of the Board on good round-table discussions on various projects and thinks the County is on the right track.

Vice Chair, Rye Valley District Supervisor Lori Deel wished all the staff and Board members a Merry Christmas and added for everyone to remember the true meaning of Christmas.

Royal Oak District Supervisor Judy Wyant was surprised and thankful for her flowers and added that it has been her pleasure to serve as the Royal Oak District Supervisor and be their voice for the last four years. Mrs. Wyant congratulated the new incoming Royal Oak District Supervisor Courtney Widener and wished him luck and knows he will do a good job. Mrs. Wyant also thanked each Board member for their friendship and added that she appreciates the work and support of all the staff and wished everyone a Merry Christmas and lots of success in the future.

Chair, Atkins District Supervisor Charles Atkins noted that the next Board meeting would be a Joint Meeting with the Planning Commission on December 30, 2021 at 7:00 p.m. Mr. Atkins thanked the Board for good discussion and added that several County employees have thanked him for the bonus and wanted him to express their gratitude. Mr. Atkins said the County was blessed with a good set of employees and wished everyone a Merry Christmas.



12/14/2021 6:57 PM With no further business to discuss, the meeting was adjourned. The next meeting will be a joint meeting with the Planning Commission scheduled for December 30, 2021 at 7:00 PM.

The Smyth County Board of Supervisors held a Joint Public Hearing with the Smyth County Planning Commission on Thursday, December 30, 2021 at 7:00 p.m. The location of the meeting was in the First Floor Board Room of the County Office Building, 121 Bagley Circle, Suite 100, Marion, Virginia.

**Board of Supervisors (BOS) Members Present:** Charlie Atkins, Chair, Atkins District; Lori Deel, Vice- Chair Rye Valley District; Michael Sturgill, Chilhowie District; Roscoe Call, Saltville District; Kris Ratliff, Park District

**Board of Supervisors (BOS) Members Absent:** Phil Stevenson, North Fork District; Judy Wyant, Royal Oak District

**Planning Commissioners (PC) Present:** Joel Pugh, Chairman, Park District; Graham Davidson, Jr., Vice- Chairman Chilhowie District; Hazel Wagoner, Atkins District; Paul Shepherd, Rye Valley District; David Spence, Saltville District; Robert Campbell North Fork District

**Planning Commissioners (PC) Absent:** Tony Dean, Royal Oak District

**Staff Present:** Shawn Utt, County Administrator; Clegg Williams, Zoning Administrator; Sarah Parris and Paula Harvey, Administrative Assistants. Approximately ten citizens were present.



**12/30/2021 7:00 PM** Charlie Atkins, Chairman of the Board called the Board of Supervisors meeting to order and Joel Pugh, Chairman of the Planning Commission called the Planning Commission to order for a joint public hearing.



**12/30/2021 7:01 PM** Mr. Williams read the advertisement as placed in the Smyth County News and Messenger.

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

The Smyth County Board of Supervisors and the Smyth County Planning Commission will conduct a joint public hearing on Thursday, December 30, 2021, at 7:00 P.M. or as soon after 7:00 P.M. as an application may be heard, in the Smyth County Office Building, 121 Bagley Circle, Marion, Virginia, to consider the following application to the Zoning Ordinance of Smyth County, Virginia:

*An application from Robert de Camara for a Special Use Permit to establish an airport. The property was addressed as 592 South Fork Road, Marion Virginia, identified as Tax Map Number 67-A-45 and zoned Agricultural/Rural.*


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

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

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

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

Shawn Utt, County Administrator  
Joel Pugh, Chairman of the Planning Commission

 **12/30/2021 7:02 PM** *Saltville District Supervisor Roscoe Call made a motion to waive the reading of the rules of public hearings*

*Park District Supervisor Kris Ratliff seconded the motion.*


*After consideration, the motion PASSED by the following vote:*


*AYES: Chair, Atkins District Supervisor Charles Atkins,  
Vice Chair, Rye Valley District Supervisor Lori Deel,  
Chilhowie District Supervisor Michael Sturgill,  
Saltville District Supervisor Roscoe Call, and  
Park District Supervisor Kris Ratliff*


*NAYS: None*

*ABSTAINERS: None*


*ABSENT: Royal Oak District Supervisor Judy Wyant,  
North Fork District Supervisor Phil Stevenson*


 **12/30/2021 7:02 PM** Mr. Williams presented an application for Robert de Camara. Mr. de Camara is requesting to establish a grass airstrip on a tract of land formerly addressed as 592 South Fork Road. The property is zoned agricultural/rural and is further identified as tax map number 67-A-45. In accordance with State Code 15.2-2204, notice of the hearing was advertised in the Smyth County News on December 18 and 25, 2021. In addition, notification was sent to each of the adjoining property owners by first class mail. Mr. Williams highlighted Section 3-2.2 (fff) which allows *airports* in the Agricultural/Rural district by issuance of a special use permit and Article 6 which contains the provisions for Special Use Permits. He also noted the 2013 Comprehensive Plan identifies this property as Rural Residential on the Future Land Use Map.


 **12/30/2021 7:03 PM** Robert de Camara of 1640 Redstone Road, Chilhowie presented his application. Mr. de Camara proposed a private grass airstrip that will not be a commercial airport. He stated with the airstrip being private, anyone wanting to land would have to get approval from him as the owner. Mr. de Camara presented a Federal Aviation Administration (FAA) report and letters of support for his airstrip from the following: 1) Rebecca Harris who lives near another grass airstrip in the county, she stated the planes were not a nuisance to surrounding homes or livestock. 2) John Goodwin who leases the adjoining farm to the proposed airstrip, wrote a letter indicating the airstrip would have no effect on his livestock. As a Visual Flight Rules (VFR) airstrip, Mr. de Camara stated that he is limited to daylight and fair-weather flights.


 **12/30/2021 7:06 PM** Veda Odle of 506 South Fork Road, Marion. Ms. Odle stated the following concerns: 1) A flight pattern that crosses over her home. 2) Disruption to her when a plane is taking off and landing, especially if she is outside. 3) No provisions have been put in place to provide privacy to her property. 4) Fears of decreasing her property value. 5) She feels it would not be an enhancement to the Adwolfe area. 6) The height of future structures allowed on her property may be affected. 7) She would not be able to operate a drone to check on livestock effectively. 8) Planting future trees near to airstrip would be affected. 9) She stated concerns about storage of fuel and equipment on the airstrip. 10) She questioned if EPA standards are being met or reviewed. 11) Noise may be an issue, causing decreased productivity of her livestock, and 12) Decrease peace and enjoyment at her home.


She also stated the airstrip is a hobby for Mr. de Camara and her farm is a livelihood and she had enjoyed her farm for twenty-six years and would like to continue.


 **12/30/2021 7:15 PM** Curtis Pennington of 148 Hiler Bridge Road, Chilhowie. Mr. Pennington is the Smyth-Wythe Airport Commission Chairman. Mr. Pennington stated the FAA rules states a plane can land anywhere with the owner's permission and Virginia has no regulations. He has been operating Catron Field near Whitetop Road in Chilhowie since 1985 and has never received a complaint of noise or disturbance of the livestock. He also stated no fuel is stored at this airstrip.


 **12/30/2021 7:18 PM** Brain Burkett of Mountain Empire Airport stated when you are landing a plane, your focus should be on the airplane instrument panel and the runway, in reference to Ms. Odle's concern about privacy. He also noted several aircraft fly in the area and he felt the proposed airstrip would be an advantage to the county.


 **12/30/2021 7:18 PM** Sharon Hayden of 1604 Redstone Road, Chilhowie pointed out a revised site plan had been submitted that relocated the airstrip in such a way as to ensure it doesn't cross any structures. As a point of reference, she indicated the flags placed on the property represented the proposed location of the runway.


 **12/30/2021 7:20 PM** Mr. Ratliff, BOS Park District Representative asked if the plane would land and take off in both directions. Mr. de Camara stated it would be dictated by the prevailing winds, but typically, they would land on the South end of the runway. He added that it typically takes 500 feet to land and take off.

 **12/30/2021 7:22 PM** Ms. Deel, BOS Rye Valley District Representative asked the length of airstrip. Mr. de Camara stated it is proposed to be 2400 feet.

 **12/30/2021 7:23 PM** Mr. Atkins, BOS Atkins District Representative asked if someone builds on the adjoining property, are there any height regulations from FAA. Mr. Pennington stated the FAA does not regulate private airstrips and height requirements were not regulated.

 **12/30/2021 7:28 PM** Ms. Deel, BOS Rye Valley District Representative asked if FAA states private airstrips are allowed, then why is there a reason for a public hearing. Mr. Williams stated there are different federal, state, and local regulations. He stated the Smyth County Zoning Ordinance is a local ordinance. Having adopted the zoning ordinance, he stated all potential land uses in Smyth County are regulated. As far as the distinction between private and commercial airstrips, we did not distinguish between the two when "airports" were added to the ordinance.

 **12/30/2021 7:35 PM** Mr. Call, BOS Saltville District Representative stated his family member flies a plane over his home on occasion and the noise from the aircraft is minimal and not an issue.

 **12/30/2021 7:38 PM** There being no further comments from the public, Mr. Atkins, Chairman of the Board and Mr. Pugh, Chairman of the Planning Commission closed the public hearing. Mr. Atkins, Chairman of the Board adjourned the Board of Supervisors portion of the meeting until the next meeting scheduled for January 11, 2022 at 5:00 PM.

**SMYTH COUNTY BOARD OF SUPERVISORS**  
**TUESDAY, JANUARY 11, 2022**  
**5:00 P.M.**

**ACCOUNTS PAYABLE LISTING**  
**DECEMBER 2021**

Request approval of the following payables:

<b><u>General County</u></b>	
Accounts Payable Listing 12/1/2021 - 12/31/2021	<b>\$1,023,703.54</b>
<b>Total General County</b>	<b>\$1,023,703.54</b>
<b><u>Fund Accounts</u></b>	
CDBG Food Pantry Grant Fund 303	<b>\$7,892.75</b>
Sheriff Fund 748	<b>\$1,362.43</b>
Recovery Court Fund 749	<b>\$573.68</b>
Commonwealth Atty Drug Asset Account Fund 760	<b>\$16.00</b>
<b>Total Fund Accounts</b>	<b>\$9,844.86</b>
<b><u>CARES Act</u></b>	
Fund 775 - CARES Act utility relief funds	<b>\$172,866.39</b>
<b>Total CARES Act Funds</b>	<b>\$172,866.39</b>
<b>TOTAL ACCOUNTS PAYABLE - DECEMBER 2021</b>	<b>\$1,206,414.79</b>

AP308MA	SMYTH COUNTY SMYTH COUNTY		A/P REGULAR CHECK REGISTER		TIME-16:37:53		PAGE 1			
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00000000	007807	THE ARBITRAGE GROUP, INC.	85164	12/20/2021	4001-011010-3003-	-			Accounting & Auditing	05592
					CHECK TOTAL	1,000.00	65107	12/30/2021		
00000000	004950	MEDIA GENERAL-TRI-CITIES	2160777	10/31/2021	4001-011010-3007-	-			Advertising	05583
					CHECK TOTAL	2,945.06	64878	12/10/2021		
00000000	004950	MEDIA GENERAL-TRI-CITIES	2160777	11/28/2021	4001-011010-3007-	-			Advertising	05586
					CHECK TOTAL	381.20	64970	12/17/2021		
00000000	007508	POINT BROADBAND	3288980	11/25/2021	4001-011010-5203-	-			Telecommunications	05583
00000000	007508	POINT BROADBAND	3289185	11/25/2021	4001-011010-5203-	-			Telecommunications	05583
					CHECK TOTAL	1,806.95	64893	12/10/2021		
					CHECK TOTAL	2,287.78				
00000000	006696	VERIZON WIRELESS	9893566742	11/23/2021	4001-011010-5203-	-			Telecommunications	05583
					CHECK TOTAL	60.84	64935	12/10/2021		
00000000	004502	SPRINT/NEXTEL PARTNERS	505929080-209	12/09/2021	4001-011010-5203-	-			Telecommunications	05588
					CHECK TOTAL	229.04	64984	12/17/2021		
00000000	008475	AMAZON CAPITAL SERVICES	1TGT-9PD9-XU9	12/10/2021	4001-011010-5401-	-			Office Supplies	05586
					CHECK TOTAL	71.21	64947	12/17/2021		
00000000	000871	WYTHEVILLE OFFICE SUPPLY	51876	12/08/2021	4001-011010-5401-	-			Office Supplies	05586
					CHECK TOTAL	50.63	65000	12/17/2021		
00000000	002343	VISA	#1319 DEC21	11/30/2021	4001-011010-5501-	-			Travel (Mileage)	05589
00000000	002343	VISA	#1319 DEC21	11/30/2021	4001-011010-5503-	-			Travel (Subsist. & Lodgin	05589
00000000	002343	VISA	#1319 DEC21	11/30/2021	4001-011010-5503-	-			Travel (Subsist. & Lodgin	05589
00000000	002343	VISA	#1319 DEC21	11/30/2021	4001-011010-5503-	-			Travel (Subsist. & Lodgin	05589
00000000	002343	VISA	#1319 DEC21	11/30/2021	4001-011010-5503-	-			Travel (Subsist. & Lodgin	05589
00000000	002343	VISA	#1939 DEC21	11/30/2021	4001-011010-5503-	-			Travel (Subsist. & Lodgin	05589
					CHECK TOTAL	385.50	65045	12/22/2021		
					CHECK TOTAL	893.75				
00000000	000546	MT ROGERS PLANNING DIST.	DEC21	12/01/2021	4001-011010-7006-	-			Mt. Rogers Planning Dist.	05587
					CHECK TOTAL	1,889.41	64881	12/10/2021		
00000000	007491	SNODGRASS LAW FIRM	9031432	11/18/2021	4001-011010-8100-	-			Court Appointed Atty. Fee	05583
					CHECK TOTAL	120.00	64914	12/10/2021		
00000000	006990	CONWAY LAW FIRM	8983941GALLIHER	12/13/2021	4001-011010-8100-	-			Court Appointed Atty. Fee	05589
00000000	006990	CONWAY LAW FIRM	8983942 LEONARD	12/13/2021	4001-011010-8100-	-			Court Appointed Atty. Fee	05589
					CHECK TOTAL	300.59				
00000000	008623	LAW OFFICE OF RYAN CONER	8557987	12/16/2021	4001-011010-8100-	-			Court Appointed Atty. Fee	05589
					CHECK TOTAL	120.00	65023	12/22/2021		
00000000	008684	LAW OFFICE STEVEN BARNETT	8557991 HESS	12/14/2021	4001-011010-8100-	-			Court Appointed Atty. Fee	05589
00000000	008684	LAW OFFICE STEVEN BARNETT	8557992 TAPPLEY	12/16/2021	4001-011010-8100-	-			Court Appointed Atty. Fee	05589
					CHECK TOTAL	360.00				

AP308MA	SMYTH COUNTY SMYTH COUNTY		A/P REGULAR CHECK REGISTER		TIME-16:37:53	PAGE	2		
P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	BATCH
0000000	006909	PRICE NICOLE M PLC	8984160	VANOVER	12/10/2021	4001-011010-8100-	-	CHECK TOTAL	154.15
						154.15	65029	12/22/2021	05589
									Court Appointed Atty. Fee
0000000	001116	MT ROGERS DEV PARTNERSHIP	DEC21		12/01/2021	4001-011010-8887-3	-	CHECK TOTAL	8,175.83
						8,175.83	64880	12/10/2021	05587
									VIAA
0000000	008190	KATHY'S KUSTOM KATERING	E47907		12/03/2021	4001-011010-8888-	-	CHECK TOTAL	5,300.93
						5,300.93	64965	12/17/2021	05588
									Supplemental Appropriatio
0000000	004035	R & R ENTERPRISES, INC	65719		12/03/2021	4001-011010-8888-	-	CHECK TOTAL	100.00
						100.00	64975	12/17/2021	05588
									Supplemental Appropriatio
0000000	000959	D & D TROPHIES	DD-000137		12/08/2021	4001-011010-8888-	-	CHECK TOTAL	30.00
						30.00	65015	12/22/2021	05589
									Supplemental Appropriatio
0000000	003096	NTA INC	658671		11/19/2021	4001-011010-8888-2	-	CHECK TOTAL	13.00
						13.00	64889	12/10/2021	05583
									Employee Drug Testing
0000000	008280	SMYTH COUNTY COMMUNITY HO	68192		12/01/2021	4001-011010-8888-2	-	CHECK TOTAL	30.00
						30.00	64907	12/10/2021	05583
									Employee Drug Testing
0000000	000665	SMYTH WYTHE AIRPORT COMM.	DEC21		12/01/2021	4001-011010-8888-4	-	CHECK TOTAL	3,350.91
						3,350.91	64913	12/10/2021	05587
									Smyth-Wythe Joint Airport
0000000	004110	VACORP	79582	DEC21	6/15/2021	4001-011010-8888-70	-	CHECK TOTAL	21,648.75
						21,648.75	65043	12/22/2021	05589
0000000	004110	VACORP	91514		12/13/2021	4001-011010-8888-70	-	CHECK TOTAL	4,276.00
						4,276.00	65043	12/22/2021	05589
									Line of Duty Funding
0000000	005570	ANTHEM	9A3232	DEC21	12/01/2021	4001-011010-8900-	-	CHECK TOTAL	542.00
						542.00	64831	12/10/2021	05583
									Insurance Recoveries
0000000	007939	BEVERLY'S BODY SHOP LLC	565368		12/11/2021	4001-011010-8900-	-	CHECK TOTAL	6,138.70
						6,138.70	65008	12/22/2021	05589
									Insurance Recoveries
0000000	004459	TRANE	31164385		9/30/2020	4001-011010-9008-	-	CHECK TOTAL	4,328.00
						4,328.00	64927	12/10/2021	05583
									Emergency Funds - Courthouse F
									MAJOR ACCT. TOTAL
						64,797.78			

AP308MA		SMYTH COUNTY SMYTH COUNTY		A/P REGULAR CHECK REGISTER		TIME-16:37:53		PAGE		3			
P/O NO. ---	VEND. NO. -----	VENDOR NAME -----	INVOICE NO. -----	INVOICE DATE -----	ACCOUNT NO. -----			NET AMOUNT -----	CHECK NO. -----	CHECK DATE -----	DESCRIPTION -----	BATCH -----	
0000000	007474	PITNEY BOWES	3314702979	11/25/2021	4001-012010-3005-	-		411.27	64891	12/10/2021	Services Contracts-Maint.	05583	
						CHECK	TOTAL	411.27					
0000000	007518	CIT	38962916	11/29/2021	4001-012010-3005-	-		294.94	64954	12/17/2021	Services Contracts-Maint.	05588	
						CHECK	TOTAL	294.94					
0000000	004936	PITNEY BOWES PURCHASE POW	NOVEMBER 2021	11/26/2021	4001-012010-5201-	-		304.81	64892	12/10/2021	Postal Services	05583	
						CHECK	TOTAL	304.81					
0000000	008475	AMAZON CAPITAL SERVICES	1V34-HHVH-CC3T	11/17/2021	4001-012010-5401-	-		194.91	64830	12/10/2021	Office Supplies	05583	
0000000	008475	AMAZON CAPITAL SERVICES	16RP-3D4G-H6YV	11/19/2021	4001-012010-5401-	-		97.79	64830	12/10/2021	Office Supplies	05583	
						CHECK	TOTAL	292.70					
0000000	008475	AMAZON CAPITAL SERVICES	1JH3-4V96-MDC6	12/10/2021	4001-012010-5401-	-		27.17	64947	12/17/2021	Office Supplies	05588	
						CHECK	TOTAL	27.17					
0000000	008475	AMAZON CAPITAL SERVICES	1DJF-QHGJ-D6T3	12/17/2021	4001-012010-5401-	-		49.98	65005	12/22/2021	Office Supplies	05589	
						CHECK	TOTAL	49.98					
0000000	002343	VISA	#2101 DEC21	11/30/2021	4001-012010-5401-	-		332.41	65045	12/22/2021	Office Supplies	05589	
						CHECK	TOTAL	332.41					
0000000	007573	MANSFIELD OIL COMPANY	SQLCD-724432	11/30/2021	4001-012010-5408-	-		30.07	64967	12/17/2021	Vehicle & Powered Equip.	05588	
						CHECK	TOTAL	30.07					
0000000	008414	UTT, SHAWN	REIMB NOV21	12/01/2021	4001-012010-5501-	-		153.44	64933	12/10/2021	Travel (Mileage)	05583	
						CHECK	TOTAL	153.44					
0000000	002343	VISA	#1319 DEC21	11/30/2021	4001-012010-5501-	-		59.92	65045	12/22/2021	Travel (Mileage)	05589	
0000000	002343	VISA	#1319 DEC21	11/30/2021	4001-012010-5503-	-		24.85	65045	12/22/2021	Travel (Subsist. & Lodgin	05589	
0000000	002343	VISA	#1319 DEC21	11/30/2021	4001-012010-5503-	-		12.16	65045	12/22/2021	Travel (Subsist. & Lodgin	05589	
0000000	002343	VISA	#1319 DEC21	11/30/2021	4001-012010-5503-	-		15.02	65045	12/22/2021	Travel (Subsist. & Lodgin	05589	
0000000	002343	VISA	#1319 DEC21	11/30/2021	4001-012010-5503-	-		4.12	65045	12/22/2021	Travel (Subsist. & Lodgin	05589	
0000000	002343	VISA	#1939 DEC21	11/30/2021	4001-012010-5503-	-		385.50	65045	12/22/2021	Travel (Subsist. & Lodgin	05589	
						CHECK	TOTAL	501.57					
MAJOR ACCT. TOTAL								2,398.36					

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE
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0000000	008347	SCOT S. FARHING	NOVEMBER 2021	12/08/2021	4001-012040-3002-	2,670.00	64977	12/17/2021
					CHECK TOTAL	2,670.00		
					MAJOR ACCT. TOTAL	2,670.00		
								Professional Service & Fe
								BATCH
								05588

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH			
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0000000	007421	EMS DIRECT	154685	12/28/2021	4001-012090-3006-	-							
						CHECK TOTAL			Printing & Binding	05592			
						914.37							
						914.37							
0000000	006255	WINGATE AND ASSOC, LTD.	2022 GUIDE	11/19/2021	4001-012090-5401-	-							
						CHECK TOTAL			Office Supplies	05583			
						100.00							
						100.00							
0000000	006782	STONEMALL TECHNOLOGIES	9777	11/30/2021	4001-012090-5504-	-							
						CHECK TOTAL			Travel (Conven. & Educati	05583			
						250.00							
						250.00							
0000000	004490	TREASURER OF SMYTH COUNTY	DECEMBER2021	12/21/2021	4001-012090-5803-	-							
						CHECK TOTAL			Refunds	05592			
						3,022.45							
						3,022.45							
0000000	006782	STONEMALL TECHNOLOGIES	9778	11/30/2021	4001-012090-9002-	-							
						CHECK TOTAL			Computer Software	05583			
						4,500.00							
						4,500.00							
						MAJOR ACCT. TOTAL							
						8,786.82							

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	000833	A&B PRINTING LLC	1543	11/23/2021	4001-012130-3006-	-	354.75	64823	12/10/2021	Printing & Binding	05583
0000000	005857	TREASURER OF SMYTH COUNTY	W/S NOV21	11/15/2021	4001-012130-3026-	-	190.30	65050	12/22/2021	Credit/Debit Card Charges	05589
0000000	005857	TREASURER OF SMYTH COUNTY	B/I NOV21	11/15/2021	4001-012130-3026-	-	57.69	65051	12/22/2021	Credit/Debit Card Charges	05589
0000000	005857	TREASURER OF SMYTH COUNTY	MERCH FEE NOV21	11/01/2021	4001-012130-3026-	-	1,946.37	65052	12/22/2021	Credit/Debit Card Charges	05589
0000000	005404	DMV	202133401176	11/30/2021	4001-012130-3028-	-	325.00	64958	12/17/2021	DMV Stop Charges	05588
0000000	008475	AMAZON CAPITAL SERVICES	1CD6-PCPF-T9YX	12/01/2021	4001-012130-5401-	-	145.75	64830	12/10/2021	Office Supplies	05583
0000000	008475	AMAZON CAPITAL SERVICES	1TWO-HNYC-1J4H	12/01/2021	4001-012130-5401-	-	20.80	64830	12/10/2021	Office Supplies	05583
0000000	008475	AMAZON CAPITAL SERVICES	1YTQ-XTF3-C1FJ	11/30/2021	4001-012130-5401-	-	37.99	64830	12/10/2021	Office Supplies	05583
0000000	006747	GREAT AMERICA FINANCIAL	30645157	12/10/2021	4001-012130-8001-	-	206.56	65020	12/22/2021	Lease/Rent of Equipment	05589
0000000	007474	PITNEY BOWES	3314951021	12/26/2021	4001-012130-8001-	-	610.62	65098	12/30/2021	Lease/Rent of Equipment	05592
MAJOR ACCT. TOTAL							3,895.83				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	008618	POINT BROADBAND	NOVEMBER 2021	11/24/2021	4001-012200-5203-2	CHECK 84.50	64941	12/10/2021	Telecommunications-DS3	05563	
0000000	008618	POINT BROADBAND	DECEMBER 2021	12/16/2021	4001-012200-5203-2	CHECK 84.50	65049	12/22/2021	Telecommunications-DS3	05569	
0000000	007508	POINT BROADBAND	3304563	12/10/2021	4001-012200-5203-4	CHECK 2,899.65	65099	12/30/2021	Telecommunications Sher O	05592	
0000000	007053	DE LAGE LANDEN	74510344	11/17/2021	4001-012200-5401-	CHECK 127.72	64850	12/10/2021	Office Supplies	05563	
0000000	000503	TRI-CITY BUSINESS MACHINE	AR24828	11/10/2021	4001-012200-5401-	CHECK 738.58	64930	12/10/2021	Office Supplies	05563	
0000000	007053	DE LAGE LANDEN	74827037	12/18/2021	4001-012200-5401-	CHECK 61.86	65087	12/30/2021	Office Supplies	05592	
0000000	008593	SHI INTERNATIONAL CORP	B14404070	11/23/2021	4001-012200-9000-	-	639.80	64901	12/10/2021	Capital Outlay	05563
0000000	008593	SHI INTERNATIONAL CORP	B14432842	11/30/2021	4001-012200-9000-	-	2,280.00	64901	12/10/2021	Capital Outlay	05563
0000000	008593	SHI INTERNATIONAL CORP	B14439204	12/02/2021	4001-012200-9000-	CHECK 3,559.60	64901	12/10/2021	Capital Outlay	05563	
0000000	008593	SHI INTERNATIONAL CORP	B14451777	12/06/2021	4001-012200-9000-	-	1,123.77	65034	12/22/2021	Capital Outlay	05569
0000000	008593	SHI INTERNATIONAL CORP	B14461852	12/08/2021	4001-012200-9000-	CHECK 11,196.38	65034	12/22/2021	Capital Outlay	05569	
0000000	008593	SHI INTERNATIONAL CORP	B14497635	12/16/2021	4001-012200-9000-	-	1,713.24	65103	12/30/2021	Capital Outlay	05592
0000000	008593	SHI INTERNATIONAL CORP	B14530807	12/23/2021	4001-012200-9000-	-	15,563.34	65103	12/30/2021	Capital Outlay	05592
0000000	008593	SHI INTERNATIONAL CORP	B14538230	12/27/2021	4001-012200-9000-	CHECK 24,569.58	65103	12/30/2021	Capital Outlay	05592	
0000000	008475	AMAZON CAPITAL SERVICES	1HTT-KQ9-FGAN	11/22/2021	4001-012200-9001-	-	66.98	64830	12/10/2021	Computer Hardware	05563
0000000	008475	AMAZON CAPITAL SERVICES	1914-VMH-Q9DN	11/22/2021	4001-012200-9001-	CHECK 23.80	64830	12/10/2021	Computer Hardware	05563	
0000000	004041	KING MOORE, INC.	4121	12/01/2021	4001-012200-9001-	CHECK 157.50	64869	12/10/2021	Computer Hardware	05563	
MAJOR ACCT. TOTAL						44,694.42					

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P/O NO. ---	VEND. NO. -----	VENDOR NAME -----	INVOICE NO. -----	INVOICE DATE -----	ACCOUNT NO. -----	NET AMOUNT -----	CHECK NO. -----	CHECK DATE -----	DESCRIPTION -----	BATCH -----
0000000	004936	PITNEY BOWES PURCHASE POW	NOVEMBER 2021	11/26/2021	4001-013020-5201-	-	96.30	64892 12/10/2021	Postal Services	05583
					CHECK TOTAL	96.30				
					MAJOR ACCT. TOTAL	96.30				

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	002178	HUNGATE BUSINESS SERVICES	191637	11/30/2021	4001-021010-3005-	37.13	64863	12/10/2021	Services Contracts-Maint.	05583	
						CHECK TOTAL					
						37.13					
0000000	004490	TREASURER OF SMYTH COUNTY	DECEMBER2021	12/21/2021	4001-021010-5201-	116.00	65109	12/30/2021	Postal Services	05592	
						CHECK TOTAL					
						116.00					
						MAJOR ACCT. TOTAL					
						153.13					

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH				
0000000	006747	GREAT AMERICA FINANCIAL	30493630	11/16/2021	4001-021020-3005-	-	162.56	Services Contracts - Main	05583				
						CHECK TOTAL	162.56						
0000000	002178	HUNGATE BUSINESS SERVICES	192581	12/15/2021	4001-021020-3005-	-	14.37	Services Contracts - Main	05589				
						CHECK TOTAL	14.37						
0000000	006618	SOUTHWEST SHREDDING DBA	25927	12/09/2021	4001-021020-3005-	-	35.00	Services Contracts - Main	05589				
						CHECK TOTAL	35.00						
MAJOR ACCT. TOTAL							211.93						

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	007518	CIT	38969048	11/30/2021	4001-021050-3005-	141.80	64848	12/10/2021	Service Contracts Mainten	05583
					CHECK TOTAL	141.80				
0000000	000923	APPALACHIAN JUVENILE COMM	DEC21	12/01/2021	4001-021050-3009-	12,348.00	64833	12/10/2021	Service From Other Gov. E	05587
					CHECK TOTAL	12,348.00				
					MAJOR ACCT. TOTAL	12,489.80				

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	BATCH
0000000	000541	CLERK OF THE COURT	38790-38793	11/19/2021	4001-021060-1009-	CHECK TOTAL	120.00	64849 12/10/2021	05583
0000000	000541	CLERK OF THE COURT	38829-38835	12/14/2021	4001-021060-1009-	CHECK TOTAL	210.00	65085 12/30/2021	05592
0000000	007474	PITNEY BOWES	3314662632	11/17/2021	4001-021060-5201-	CHECK TOTAL	145.29	64891 12/10/2021	05583
0000000	001232	PITNEY BOWES INC	1019546359	11/30/2021	4001-021060-5201-	CHECK TOTAL	153.98	65028 12/22/2021	05589
0000000	005593	FOLEY PRINTED SOLUTIONS	255823	12/06/2021	4001-021060-5401-	CHECK TOTAL	271.45	65016 12/22/2021	05589
0000000	007514	ELAYON	K1334101574	11/30/2021	4001-021060-5401-	CHECK TOTAL	58.40	65088 12/30/2021	05592
0000000	003760	MCCOLLUM BOTTLED WATER	38118TK	12/10/2021	4001-021060-5401-	CHECK TOTAL	7.44	65096 12/30/2021	05592
0000000	008479	GRAHAM, JOHN	REIMB DEC21	12/08/2021	4001-021060-5402-	CHECK TOTAL	44.92	64859 12/10/2021	05583
0000000	000541	CLERK OF THE COURT	38838	12/15/2021	4001-021060-5402-	CHECK TOTAL	16.80	65085 12/30/2021	05592
0000000	001264	TREASURER OF VIRGINIA	22-173C-RMS1-	11/15/2021	4001-021060-5403-	CHECK TOTAL	8,520.88	64929 12/10/2021	05583
0000000	000541	CLERK OF THE COURT	38805	11/24/2021	4001-021060-5801-	CHECK TOTAL	75.00	64849 12/10/2021	05583
MAJOR ACCT. TOTAL						9,624.16			

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH		
0000000	008560	BLEVINS HARDWARE LLC	262332	12/07/2021	4001-021070-3004-	34.99	64952	12/17/2021	Repairs And Maintenance	05588		
0000000	008560	BLEVINS HARDWARE LLC	262650	12/09/2021	4001-021070-3004-	44.99	64952	12/17/2021	Repairs And Maintenance	05588		
					CHECK TOTAL	79.98						
0000000	008212	THE HOME DEPOT PRO	64886422	10/25/2021	4001-021070-3004-	415.75	64987	12/17/2021	Repairs And Maintenance	05588		
					CHECK TOTAL	415.75						
0000000	006747	GREAT AMERICA FINANCIAL	30383487	11/01/2021	4001-021070-3005-	1,403.65	65020	12/22/2021	Services Contracts-Mainte	05589		
					CHECK TOTAL	1,403.65						
0000000	002178	HUNGATE BUSINESS SERVICES	192579	12/15/2021	4001-021070-3005-	185.46	65092	12/30/2021	Services Contracts-Mainte	05592		
					CHECK TOTAL	185.46						
0000000	006874	KWIK KAFE CO INC	3510:667941	12/16/2021	4001-021070-3005-	44.00	65093	12/30/2021	Services Contracts-Mainte	05592		
					CHECK TOTAL	44.00						
0000000	003401	WALMART (SHERIFF)	1638814634	11/19/2021	4001-021070-3301-	43.84	64936	12/10/2021	Litter Control	05583		
0000000	003401	WALMART (SHERIFF)	1638814634	11/19/2021	4001-021070-3301-	49.30	64936	12/10/2021	Litter Control	05583		
					CHECK TOTAL	93.14						
0000000	001191	SHERIFF-PETTYCASH	497970	11/23/2021	4001-021070-3301-	12.51	64978	12/17/2021	Litter Control	05588		
					CHECK TOTAL	12.51						
0000000	000512	AEP/APPALACHIAN POWER CO	2603645900DEC21	11/17/2021	4001-021070-5101-	341.97	64945	12/17/2021	Electrical Service	05588		
0000000	000512	AEP/APPALACHIAN POWER CO	2981865500DEC21	11/17/2021	4001-021070-5101-	1,800.94	64945	12/17/2021	Electrical Service	05588		
					CHECK TOTAL	2,142.91						
0000000	000512	AEP/APPALACHIAN POWER CO	2262257716DEC21	12/15/2021	4001-021070-5101-	11.07	65075	12/30/2021	Electrical Service	05591		
					CHECK TOTAL	11.07						
0000000	006028	COMCAST	0103691 DEC21	12/08/2021	4001-021070-5101-	31.30	65086	12/30/2021	Electrical Service	05592		
					CHECK TOTAL	31.30						
0000000	002295	TOWN OF MARION, TREAS.	9997729 DEC21	12/15/2021	4001-021070-5103-	84.98	65108	12/30/2021	Water and Sewer Services	05592		
					CHECK TOTAL	84.98						
0000000	001191	SHERIFF-PETTYCASH	497972	12/01/2021	4001-021070-5201-	11.65	64978	12/17/2021	Postal Services	05588		
					CHECK TOTAL	11.65						
0000000	000920	AFTON COMMUNICATIONS CORP	279570	12/01/2021	4001-021070-5203-	285.76	64946	12/17/2021	Telecommunications	05588		
					CHECK TOTAL	285.76						
0000000	003139	CENTURYLINK	455910968 DEC21	11/23/2021	4001-021070-5203-	95.12	64953	12/17/2021	Telecommunications	05588		
					CHECK TOTAL	95.12						
0000000	003139	CENTURYLINK	310014060 NOV21	11/26/2021	4001-021070-5203-	1,126.73	65011	12/22/2021	Telecommunications	05589		
					CHECK TOTAL	1,126.73						
0000000	006696	VERIZON WIRELESS	9894209468	12/02/2021	4001-021070-5203-	1,649.74	65044	12/22/2021	Telecommunications	05589		
0000000	006696	VERIZON WIRELESS	9894209470	12/02/2021	4001-021070-5203-	121.26	65044	12/22/2021	Telecommunications	05589		
					CHECK TOTAL	1,771.00						

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	003401	WALMART (SHERIFF)	1638614634	11/19/2021	4001-021070-5401-	CHECK 55.69	64936	12/10/2021	Office Supplies	05583
0000000	007530	A-2 OFFICE RESOURCE, INC.	5354348-0	11/16/2021	4001-021070-5401-	CHECK 17.85	64942	12/17/2021	Office Supplies	05588
0000000	001191	SHERIFF-PETTYCASH	497969	11/23/2021	4001-021070-5401-	CHECK 26.39	64978	12/17/2021	Office Supplies	05588
0000000	001191	SHERIFF-PETTYCASH	497978	12/03/2021	4001-021070-5401-	CHECK 18.97	64979	12/17/2021	Office Supplies	05588
0000000	000871	WYTHEVILLE OFFICE SUPPLY	51253	11/16/2021	4001-021070-5401-	CHECK 11.07	65000	12/17/2021	Office Supplies	05588
0000000	000871	WYTHEVILLE OFFICE SUPPLY	51300	11/19/2021	4001-021070-5401-	CHECK 155.26	65000	12/17/2021	Office Supplies	05588
0000000	001191	SHERIFF-PETTYCASH	497987	12/14/2021	4001-021070-5401-	CHECK 202.09	65033	12/22/2021	Office Supplies	05589
0000000	000871	WYTHEVILLE OFFICE SUPPLY	52060	12/14/2021	4001-021070-5401-	CHECK 184.67	65048	12/22/2021	Office Supplies	05589
0000000	005416	POLICE & SHERIFFS PRESS	156368	12/10/2021	4001-021070-5401-	CHECK 17.58	65100	12/30/2021	Office Supplies	05592
0000000	007449	FOOD CITY	227321	11/22/2021	4001-021070-5402-1	CHECK 62.47	64961	12/17/2021	Dog-Supplies, Food, Train	05588
0000000	001191	SHERIFF-PETTYCASH	497979	12/06/2021	4001-021070-5402-1	CHECK 68.00	64979	12/17/2021	Dog-Supplies, Food, Train	05588
0000000	001191	SHERIFF-PETTYCASH	497980	12/07/2021	4001-021070-5402-1	CHECK 119.97	64979	12/17/2021	Dog-Supplies, Food, Train	05588
0000000	007136	KELSAN	3399401-00	12/10/2021	4001-021070-5405-	CHECK 270.37	64966	12/17/2021	Janitorial and Housekeepin	05588
0000000	000638	NAPA AUTO PARTS MARION	461740	12/16/2021	4001-021070-5405-	CHECK 7.99	65097	12/30/2021	Janitorial and Housekeepin	05592
0000000	007573	MANSFIELD OIL COMPANY	SQLCD-724594	11/30/2021	4001-021070-5406-	CHECK 5,828.20	64967	12/17/2021	Fuel	05588
0000000	008339	ADVANCE AUTO PARTS	2440132824746	11/24/2021	4001-021070-5408-	CHECK 313.34	64944	12/17/2021	Vehicle & Powered Equipme	05588
0000000	008339	ADVANCE AUTO PARTS	2440133736502	12/03/2021	4001-021070-5408-	CHECK 24.10	64944	12/17/2021	Vehicle & Powered Equipme	05588
0000000	008339	ADVANCE AUTO PARTS	2440134041591	12/06/2021	4001-021070-5408-	CHECK 37.68	64944	12/17/2021	Vehicle & Powered Equipme	05588
0000000	008339	ADVANCE AUTO PARTS	2441032324563	11/19/2021	4001-021070-5408-	CHECK 32.14	64944	12/17/2021	Vehicle & Powered Equipme	05588
0000000	008339	ADVANCE AUTO PARTS	7651132033345	11/16/2021	4001-021070-5408-	CHECK 523.83	64944	12/17/2021	Vehicle & Powered Equipme	05588
0000000	006888	J&K AUTO TRANSMISSION	32146	11/24/2021	4001-021070-5408-	CHECK 20.00	64964	12/17/2021	Vehicle & Powered Equipme	05588

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	007046	MARION TIRE	50639	12/06/2021	4001-021070-5408-	CHECK TOTAL	25.00	64968 12/17/2021	Vehicle & Powered Equipme	05588
						25.00				
0000000	000638	NAPA AUTO PARTS MARION	461071	11/22/2021	4001-021070-5408-	CHECK TOTAL	37.28	64972 12/17/2021	Vehicle & Powered Equipme	05588
						37.28				
0000000	002910	R & M USED CARS & SERVICE	191638	11/19/2021	4001-021070-5408-	CHECK TOTAL	135.01	64974 12/17/2021	Vehicle & Powered Equipme	05588
						135.01				
0000000	002962	SALTVILLE AUTO SERVICE	10/7/21 #310	10/07/2021	4001-021070-5408-	CHECK TOTAL	755.46	64976 12/17/2021	Vehicle & Powered Equipme	05588
						755.46				
0000000	001191	SHERIFF-PETTYCASH	497974	12/02/2021	4001-021070-5408-	CHECK TOTAL	5.74	64978 12/17/2021	Vehicle & Powered Equipme	05588
						5.74				
0000000	001191	SHERIFF-PETTYCASH	497977	12/03/2021	4001-021070-5408-	CHECK TOTAL	20.00	64979 12/17/2021	Vehicle & Powered Equipme	05588
						20.00				
0000000	001191	SHERIFF-PETTYCASH	497981	12/07/2021	4001-021070-5408-	CHECK TOTAL	25.00	64979 12/17/2021	Vehicle & Powered Equipme	05588
						25.00				
0000000	000511	THOMPSON TIRE	288391	12/01/2021	4001-021070-5408-	CHECK TOTAL	492.00	64989 12/17/2021	Vehicle & Powered Equipme	05588
						492.00				
0000000	008339	ADVANCE AUTO PARTS	2440134341827	12/09/2021	4001-021070-5408-	CHECK TOTAL	25.08	65002 12/22/2021	Vehicle & Powered Equipme	05589
						25.08				
0000000	007939	BEVERLY'S BODY SHOP LLC	565368	12/11/2021	4001-021070-5408-	CHECK TOTAL	1,000.00	65008 12/22/2021	Vehicle & Powered Equipme	05589
						1,000.00				
0000000	006606	FRIENDSHIP FORD	160632-T	11/15/2021	4001-021070-5408-	CHECK TOTAL	94.17	65017 12/22/2021	Vehicle & Powered Equipme	05589
						94.17				
0000000	007046	MARION TIRE	50322	11/01/2021	4001-021070-5408-	CHECK TOTAL	25.00	65025 12/22/2021	Vehicle & Powered Equipme	05589
						25.00				
0000000	007046	MARION TIRE	50364	11/04/2021	4001-021070-5408-	CHECK TOTAL	651.68	65025 12/22/2021	Vehicle & Powered Equipme	05589
						651.68				
0000000	007046	MARION TIRE	50471	11/06/2021	4001-021070-5408-	CHECK TOTAL	621.68	65025 12/22/2021	Vehicle & Powered Equipme	05589
						621.68				
0000000	007046	MARION TIRE	50488	11/07/2021	4001-021070-5408-	CHECK TOTAL	20.00	65025 12/22/2021	Vehicle & Powered Equipme	05589
						20.00				
0000000	007046	MARION TIRE	50533	11/22/2021	4001-021070-5408-	CHECK TOTAL	1,344.36	65025 12/22/2021	Vehicle & Powered Equipme	05589
						1,344.36				
0000000	002910	R & M USED CARS & SERVICE	191642	12/07/2021	4001-021070-5408-	CHECK TOTAL	2,217.80	65031 12/22/2021	Vehicle & Powered Equipme	05589
						2,217.80				
0000000	002962	SALTVILLE AUTO SERVICE	11/4/21 SO	11/04/2021	4001-021070-5408-	CHECK TOTAL	1,441.08	65032 12/22/2021	Vehicle & Powered Equipme	05589
						1,441.08				
0000000	001191	SHERIFF-PETTYCASH	497984	12/10/2021	4001-021070-5408-	CHECK TOTAL	13.67	65033 12/22/2021	Vehicle & Powered Equipme	05589
						13.67				
0000000	001191	SHERIFF-PETTYCASH	497985	12/10/2021	4001-021070-5408-	CHECK TOTAL	27.34	65033 12/22/2021	Vehicle & Powered Equipme	05589
						27.34				
0000000	000511	THOMPSON TIRE	287643	9/08/2021	4001-021070-5408-	CHECK TOTAL	70.80	65040 12/22/2021	Vehicle & Powered Equipme	05589
						70.80				
0000000	000511	THOMPSON TIRE	287648	9/09/2021	4001-021070-5408-	CHECK TOTAL	141.60	65040 12/22/2021	Vehicle & Powered Equipme	05589
						141.60				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	007573	MANSFIELD OIL COMPANY	SQJCD-729125	12/15/2021	4001-021070-5408-	6,056.12	65094	12/30/2021	Vehicle & Powered Equipme	05592
0000000	007046	MARION TIRE	50748	12/16/2021	4001-021070-5408-	20.00	65095	12/30/2021	Vehicle & Powered Equipme	05592
0000000	001191	SHERIFF-PETTYCASH	497995	12/20/2021	4001-021070-5408-	47.37	65102	12/30/2021	Vehicle & Powered Equipme	05592
0000000	006735	CRAIG'S FIREARM SUPPLY IN	32172	11/19/2021	4001-021070-5409-	874.00	64956	12/17/2021	Ammunition	05588
0000000	007970	AXON ENTERPRISES, INC.	INUS034855	12/01/2021	4001-021070-5409-1	126.88	65007	12/22/2021	Less Lethal Ammunition	05589
0000000	007970	AXON ENTERPRISES, INC.	INUS035433	12/02/2021	4001-021070-5409-1	1,661.60	65007	12/22/2021	Less Lethal Ammunition	05589
0000000	000653	GALLS, ARAMARK CO, LLC	019666713	11/02/2021	4001-021070-5410-	127.02	64962	12/17/2021	Uniforms & Wearing Appare	05588
0000000	001191	SHERIFF-PETTYCASH	497966	11/18/2021	4001-021070-5410-	249.88	64978	12/17/2021	Uniforms & Wearing Appare	05588
0000000	001191	SHERIFF-PETTYCASH	497976	12/02/2021	4001-021070-5410-	80.00	64979	12/17/2021	Uniforms & Wearing Appare	05588
0000000	000653	GALLS, ARAMARK CO, LLC	019818435	12/22/2021	4001-021070-5410-	87.52	65018	12/22/2021	Uniforms & Wearing Appare	05589
0000000	001191	SHERIFF-PETTYCASH	497989	12/16/2021	4001-021070-5410-	89.99	65102	12/30/2021	Uniforms & Wearing Appare	05592
0000000	008280	SMYTH COUNTY COMMUNITY HO	66833	12/01/2021	4001-021070-5415-3	150.00	64980	12/17/2021	Drug Testing (Employees)	05588
0000000	001191	SHERIFF-PETTYCASH	497943	10/25/2021	4001-021070-5503-	291.31	64978	12/17/2021	Travel (Subsist. & Lodgin	05588
0000000	001191	SHERIFF-PETTYCASH	497968	11/19/2021	4001-021070-5503-	100.00	64978	12/17/2021	Travel (Subsist. & Lodgin	05588
0000000	001273	BLUE RIDGE KNIVES	1409238-IN	12/02/2021	4001-021070-5503-	64.98	65009	12/22/2021	Travel (Subsist. & Lodgin	05589
0000000	001191	SHERIFF-PETTYCASH	497982	12/08/2021	4001-021070-5503-	595.00	65033	12/22/2021	Travel (Subsist. & Lodgin	05589
0000000	001191	SHERIFF-PETTYCASH	497983	12/08/2021	4001-021070-5503-	476.52	65033	12/22/2021	Travel (Subsist. & Lodgin	05589
0000000	001191	SHERIFF-PETTYCASH	497988	12/15/2021	4001-021070-5503-	128.56	65102	12/30/2021	Travel (Subsist. & Lodgin	05592
0000000	001191	SHERIFF-PETTYCASH	497990	12/17/2021	4001-021070-5504-	48.90	65102	12/30/2021	Travel (conference & Education	05592
0000000	001191	SHERIFF-PETTYCASH	497975	12/02/2021	4001-021070-5505-	66.22	64978	12/17/2021	Travel (Extradition Of Pr	05588
					CHECK TOTAL	66.22				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	001191	SHERIFF-PETTYCASH	497991	12/17/2021	4001-021070-5801 -	135.00	65102	12/30/2021	Dues & Association Member	05592
					CHECK TOTAL	135.00				
0000000	008338	POWER DMS	INV-13969	12/01/2021	4001-021070-8888-27 -	5,536.05	64894	12/10/2021	Information Systems/Maint	05583
					CHECK TOTAL	5,536.05				
0000000	008195	MOBILE COMMUNICATIONS	354000499-1	11/22/2021	4001-021070-8888-82 -	70.00	64971	12/17/2021	Radio System	05588
					CHECK TOTAL	70.00				
0000000	008535	PROFESS COMMUNIC SYSTEMS	529027	11/19/2021	4001-021070-8888-82 -	1,617.56	64973	12/17/2021	Radio System	05588
					CHECK TOTAL	1,617.56				
0000000	008535	PROFESS COMMUNIC SYSTEMS	529058	12/10/2021	4001-021070-8888-82 -	15.00	65030	12/22/2021	Radio System	05589
					CHECK TOTAL	15.00				
					MAJOR ACCT. TOTAL	41,887.81				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	002178	HUNGATE BUSINESS SERVICES	191636	11/30/2021	4001-022010-3005-	23.33	64863	12/10/2021	Services Contracts-Mainte	05583
0000000	002178	HUNGATE BUSINESS SERVICES	191950	12/03/2021	4001-022010-3005-	9.61	64863	12/10/2021	Services Contracts-Mainte	05583
					CHECK TOTAL	32.94				
0000000	003760	MCCOLLUM BOTTLED WATER	1067794	11/30/2021	4001-022010-5308-	12.50	64877	12/10/2021	Reimbursed Office Supplie	05583
0000000	003760	MCCOLLUM BOTTLED WATER	35156TK	11/12/2021	4001-022010-5308-	8.24	64877	12/10/2021	Reimbursed Office Supplie	05583
					CHECK TOTAL	20.74				
0000000	006618	SOUTHWEST SHREDDING DBA	25749	11/12/2021	4001-022010-5308-	35.00	64918	12/10/2021	Reimbursed Office Supplie	05583
					CHECK TOTAL	35.00				
0000000	000871	WYTHEVILLE OFFICE SUPPLY	51665	12/03/2021	4001-022010-5308-	600.86	64940	12/10/2021	Reimbursed Office Supplie	05583
					CHECK TOTAL	600.86				
0000000	003520	WALMART (COMM ATTY)	1639312524	12/07/2021	4001-022010-5308-	165.99	65046	12/22/2021	Reimbursed Office Supplie	05589
					CHECK TOTAL	165.99				
0000000	003760	MCCOLLUM BOTTLED WATER	38117TK	12/10/2021	4001-022010-5308-	15.53	65096	12/30/2021	Reimbursed Office Supplie	05592
					CHECK TOTAL	15.53				
0000000	006618	SOUTHWEST SHREDDING DBA	25925	12/09/2021	4001-022010-5308-	35.00	65105	12/30/2021	Reimbursed Office Supplie	05592
					CHECK TOTAL	35.00				
0000000	000871	WYTHEVILLE OFFICE SUPPLY	51815	12/07/2021	4001-022010-5308-	10.70	65115	12/30/2021	Reimbursed Office Supplie	05592
0000000	000871	WYTHEVILLE OFFICE SUPPLY	52057	12/14/2021	4001-022010-5308-	22.35	65115	12/30/2021	Reimbursed Office Supplie	05592
					CHECK TOTAL	33.05				
0000000	000335	MUTTER VALERIE	NOV21 MILEAGE	11/30/2021	4001-022010-5501-	97.44	64885	12/10/2021	Travel - Mileage	05583
					CHECK TOTAL	97.44				
0000000	000335	MUTTER VALERIE	DEC21 MILEAGE	12/21/2021	4001-022010-5501-	64.96	65026	12/22/2021	Travel - Mileage	05589
					CHECK TOTAL	64.96				
					MAJOR ACCT. TOTAL	1,101.51				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH			
0000000	002343	VISA	#2101 DEC21	11/30/2021	4001-022011-5203-	46.62	65045	12/22/2021	Telephone	05589			
					CHECK TOTAL	46.62							
0000000	000871	WYTHEVILLE OFFICE SUPPLY	61662	12/01/2021	4001-022011-5401-	42.08	64940	12/10/2021	Office Supplies/Equipment	05583			
					CHECK TOTAL	42.08							
					MAJOR ACCT. TOTAL	88.70							



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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	003139	CENTURYLINK	309836212 DEC21	11/26/2021	4001-031040-3005- CHECK TOTAL	1,412.43 1,412.43	64845	12/10/2021	Service Contracts-Mainten	05583
0000000	008341	INTRADO LIFE & SAFETY SOL	5049078	12/02/2021	4001-031040-3005- CHECK TOTAL	3,300.00 3,300.00	64865	12/10/2021	Service Contracts-Mainten	05583
0000000	008535	PROFESS COMMUNIC SYSTEMS	181026	12/01/2021	4001-031040-3005- CHECK TOTAL	3,735.00 3,735.00	64896	12/10/2021	Service Contracts-Mainten	05583
0000000	004661	SOUTHERN SOFTWARE	250048	12/02/2021	4001-031040-3005- CHECK TOTAL	904.00 904.00	64915	12/10/2021	Service Contracts-Mainten	05583
0000000	007785	FIDELITY POWER SYSTEMS	FPSMC0045087	12/03/2021	4001-031040-3005- CHECK TOTAL	1,350.00 1,350.00	64960	12/17/2021	Service Contracts-Mainten	05588
0000000	008195	MOBILE COMMUNICATIONS	80075109	12/09/2021	4001-031040-3005- CHECK TOTAL	3,662.40 3,662.40	64971	12/17/2021	Service Contracts-Mainten	05588
0000000	004459	TRANE	311461379	1/31/2021	4001-031040-3005- CHECK TOTAL	917.50 917.50	64994	12/17/2021	Service Contracts-Mainten	05588
0000000	000512	AEP/APPALACHIAN POWER CO	2381153226DEC21	11/24/2021	4001-031040-5101- CHECK TOTAL	83.52 83.52	64826	12/10/2021	Radio Site Improvements &	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2273474201DEC21	12/15/2021	4001-031040-5101- CHECK TOTAL	75.68 75.68	65076	12/30/2021	Radio Site Improvements &	05591
0000000	000512	AEP/APPALACHIAN POWER CO	2638350609DEC21	12/21/2021	4001-031040-5101- CHECK TOTAL	108.15 108.15	65076	12/30/2021	Radio Site Improvements &	05591
0000000	001245	JACK OWENS PLUMBING &HEAT	7842742	11/30/2021	4001-031040-8888-25- CHECK TOTAL	295.00 295.00	64866	12/10/2021	E-911 Signs	05583
0002483	004113	APCO INTERNATIONAL	00059051	11/29/2021	4001-031040-8888-27- CHECK TOTAL	1,963.44 1,963.44	64832	12/10/2021	RSAP Grant EMD Implement	05583
0002483	004113	APCO INTERNATIONAL	00059294	12/16/2021	4001-031040-8888-27- CHECK TOTAL	509.00 509.00	65006	12/22/2021	RSAP Grant EMD Implement	05589
0000000	007785	FIDELITY POWER SYSTEMS	FPS0072835	11/30/2021	4001-031040-9000- CHECK TOTAL	1,651.27 1,651.27	64857	12/10/2021	Capital Outlay	05583
0000000	007785	FIDELITY POWER SYSTEMS	FPS0072837	11/30/2021	4001-031040-9000- CHECK TOTAL	1,651.20 1,651.20	64857	12/10/2021	Capital Outlay	05583
0000000	007785	FIDELITY POWER SYSTEMS	FPS0072905	12/01/2021	4001-031040-9000- CHECK TOTAL	1,651.27 1,651.27	64857	12/10/2021	Capital Outlay	05583
0000000	007785	FIDELITY POWER SYSTEMS	FPS0072906	12/01/2021	4001-031040-9000- CHECK TOTAL	1,651.20 1,651.20	64857	12/10/2021	Capital Outlay	05583
MAJOR ACCT. TOTAL						24,921.06				

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0000000	008182	TOWN OF MARION	DEC21 FD	12/01/2021	4001-032020-5604-2 -	6,250.00	64924	12/10/2021	05587
					CHECK TOTAL	6,250.00			
0000000	003798	CHILHOWIE FIRE DEPT/EMS	DEC21 FD	12/01/2021	4001-032020-5604-3 -	7,708.33	64847	12/10/2021	05587
					CHECK TOTAL	7,708.33			
0000000	000729	ADWOLFE VOL. FIRE DEPART.	DEC21	12/01/2021	4001-032020-5604-40 -	3,083.33	64825	12/10/2021	05587
					CHECK TOTAL	3,083.33			
0000000	000731	ATKINS VOL. FIRE DEPART.	DEC21	12/01/2021	4001-032020-5604-41 -	3,083.33	64834	12/10/2021	05587
					CHECK TOTAL	3,083.33			
0000000	000732	NEBO VOLUNTEER FIRE DEPT.	DEC21	12/01/2021	4001-032020-5604-42 -	3,083.33	64887	12/10/2021	05587
					CHECK TOTAL	3,083.33			
0000000	000728	SUGAR GROVE VOL FIRE DEPT	DEC21 FD	12/01/2021	4001-032020-5604-43 -	3,083.33	64922	12/10/2021	05587
					CHECK TOTAL	3,083.33			
0000000	000725	SALTVILLE VOL. FIRE DEPT.	DEC21 FD	12/01/2021	4001-032020-5604-44 -	3,083.33	64900	12/10/2021	05587
					CHECK TOTAL	3,083.33			
					MAJOR ACCT. TOTAL	29,374.98			

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	008182	TOWN OF MARION	DEC21 EMS	12/01/2021	4001-032030-5604-3	10,000.00	64924	12/10/2021	Town of Marion EMS	05587	
					CHECK TOTAL	10,000.00					
0000000	003798	CHILHOWIE FIRE DEPT/EMS	DEC21 EMS	12/01/2021	4001-032030-5604-4	10,000.00	64847	12/10/2021	Town of Chilhowie EMS	05587	
					CHECK TOTAL	10,000.00					
0000000	008586	TOWN OF SALTVILLE, TREAS	DEC21	12/01/2021	4001-032030-5604-6	10,000.00	64926	12/10/2021	Town of Saltville EMS	05587	
					CHECK TOTAL	10,000.00					
0000000	000752	SUGAR GROVE LIFE SAV CREW	DEC21	12/01/2021	4001-032030-5604-7	3,083.33	64921	12/10/2021	Sugar Grove Rescue Squad	05587	
					CHECK TOTAL	3,083.33					
MAJOR ACCT. TOTAL						33,083.33					

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0000000	005221	SOUTHWEST VA REGIONAL	DEC21 OP	12/01/2021	4001-033010-7001-	-	64919	12/10/2021	Regional Jail Operational	05587
0000000	005221	SOUTHWEST VA REGIONAL	DEC21 DEBT	12/01/2021	4001-033010-7002-	-	64919	12/10/2021	Regional Jail Debt Servis	05587
CHECK TOTAL						43,202.41				
MAJOR ACCT. TOTAL						209,840.32				

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00000000	004950	MEDIA GENERAL-TRI-CITIES	2160777	SEP-OCT	10/31/2021	4001-034010-3007-	-	685.20	64878	12/10/2021	Advertising	05583
						CHECK	TOTAL	685.20				
00000000	004950	MEDIA GENERAL-TRI-CITIES	2160777	NOV21	11/28/2021	4001-034010-3007-	-	357.20	64970	12/17/2021	Advertising	05588
						CHECK	TOTAL	357.20				
00000000	004936	PITNEY BOWES PURCHASE FOW	NOVEMBER 2021	11/26/2021	4001-034010-5201-	-	25.10	64892	12/10/2021	Postal Services	05583	
						CHECK	TOTAL	25.10				
00000000	007573	MANSFIELD OIL COMPANY	SOLCD-721515	11/15/2021	4001-034010-5406-	-	86.06	64967	12/17/2021	Fuel	05588	
00000000	007573	MANSFIELD OIL COMPANY	SOLCD-724432	11/30/2021	4001-034010-5406-	-	157.96	64967	12/17/2021	Fuel	05588	
						CHECK	TOTAL	244.02				
00000000	002343	VISA	#1939 DEC21	11/30/2021	4001-034010-5504-	-	105.00	65045	12/22/2021	Travel (Convention & Educ	05589	
00000000	002343	VISA	#1939 DEC21	11/30/2021	4001-034010-5801-	-	165.00	65045	12/22/2021	Dues & Association Member	05589	
						CHECK	TOTAL	270.00				
00000000	008490	POWER HOME SOLAR	#40244	12/21/2021	4001-034010-5803-	-	26.00	65101	12/30/2021	Refunds	05592	
						CHECK	TOTAL	26.00				
MAJOR ACCT. TOTAL							1,607.52					

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	001797	SMYTH CO ANIMAL HOSPITAL	6965 NOV-DEC21	12/02/2021	4001-035010-3002-	CHECK TOTAL			Professional Services (Ve	05589
						961.49				
0000000	000512	AER/APPALACHIAN POWER CO	234622801DEC21	11/19/2021	4001-035010-5101-	CHECK TOTAL			Electrical Services	05584
						202.56				
0000000	000663	SMYTH COUNTY WATER & SEWE	2780 NOV21	11/19/2021	4001-035010-5103-	CHECK TOTAL			Water And Sewer	05583
						60.53				
0000000	003139	CENTURYLINK	309977725 DEC21	12/01/2021	4001-035010-5203-	CHECK TOTAL			Telecommunications	05588
						216.01				
0000000	000582	ARMY & NAVY	52224	12/03/2021	4001-035010-5410-	CHECK TOTAL			Uniforms And Wearing Appa	05588
						90.00				
0000000	007072	TABB T'S	3161	8/13/2021	4001-035010-5410-	CHECK TOTAL			Uniforms And Wearing Appa	05588
						417.00				
0000000	000582	ARMY & NAVY	52340	12/18/2021	4001-035010-5410-	CHECK TOTAL			Uniforms And Wearing Appa	05592
						144.99				
0000000	008674	BISE, NANCY	070821-1C	11/29/2021	4001-035010-5802-	CHECK TOTAL			Spay and Neuter Program	05583
						40.00				
0000000	008009	BLANKENBECKLER, JENNIFER	082021-1C	11/29/2021	4001-035010-5802-	CHECK TOTAL			Spay and Neuter Program	05583
						40.00				
0000000	006626	MARGARET B MITCHELL	1954246	12/01/2021	4001-035010-5802-	CHECK TOTAL			Spay and Neuter Program	05583
						115.00				
0000000	007995	ANIMAL CARE CLINIC	11 03 21 1D	11/05/2021	4001-035010-5802-	CHECK TOTAL			Spay and Neuter Program	05588
						60.00				
0000000	007026	COMMUNITY ANIMAL CLINIC	361854	12/14/2021	4001-035010-5802-	CHECK TOTAL			Spay and Neuter Program	05589
						55.00				
0000000	008683	GLADE CREEK ANIMAL HOSPTT	06 02 21-1D	6/08/2021	4001-035010-5802-	CHECK TOTAL			Spay and Neuter Program	05589
						60.00				
0000000	004634	WYTHE CO ANIMAL CLINIC	11672 JAXX	12/09/2021	4001-035010-5802-	CHECK TOTAL			Spay and Neuter Program	05592
						60.00				
MAJOR ACCT. TOTAL						2,522.58				

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	SMYTH COUNTY						
P/O	VEND.	VENDOR	INVOICE	INVOICE	ACCOUNT	NET	CHECK
NO.	NO.	NAME	NO.	DATE	NO.	AMOUNT	NO.
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0000000	004086	TREASURER OF VIRGINIA	BLEVINS, ROGER	12/02/2021	4001-035030-3001 -	20.00	64995 12/17/2021
					CHECK TOTAL	20.00	Professional Health Servi
					MAJOR ACCT. TOTAL	20.00	05588

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	BATCH
0000000	004110	VACORP	79582 DEC21	6/15/2021	4001-035050-2011-	4,074.00	65043	12/22/2021	05589
					CHECK TOTAL	4,074.00			
0000000	000920	AFTON COMMUNICATIONS CORP	279572	12/01/2021	4001-035050-5203-	47.80	64829	12/10/2021	05583
					CHECK TOTAL	47.80			
0000000	006696	VERIZON WIRELESS	9894209469	12/02/2021	4001-035050-5203-	40.01	65044	12/22/2021	05589
					CHECK TOTAL	40.01			
0000000	007573	MANSFIELD OIL COMPANY	SQICD-721515	11/15/2021	4001-035050-5408-	54.11	64967	12/17/2021	05588
0000000	007573	MANSFIELD OIL COMPANY	SQICD-724432	11/30/2021	4001-035050-5408-	85.67	64967	12/17/2021	05588
					CHECK TOTAL	139.78			
0000000	008679	ALPHA & OMEGA	9863	12/01/2021	4001-035050-7001-	293.45	65004	12/22/2021	05589
					CHECK TOTAL	293.45			
0000000	000761	MARION FRAME & ALIGNMENT	41403	10/21/2021	4001-035050-7003-	972.36	64876	12/10/2021	05583
					CHECK TOTAL	972.36			
0000000	002343	VISA	#2101 DEC21	11/30/2021	4001-035050-7003-	154.70	65045	12/22/2021	05589
					CHECK TOTAL	154.70			
0000000	008679	ALPHA & OMEGA	9863	12/01/2021	4001-035050-7006-	2,000.00	65004	12/22/2021	05589
					CHECK TOTAL	2,000.00			
					MAJOR ACCT. TOTAL	7,722.10			

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	004110	VACORP	79582 DEC21	6/15/2021	4001-042030-2011-	CHECK TOTAL 18,461.00	65043	12/22/2021	Workman Comp.-Common Carr	05589
0000000	004035	R & R ENTERPRISES, INC	63274	9/25/2021	4001-042030-3005-	55.00	64898	12/10/2021	Services Contracts -Maint	05583
0000000	004035	R & R ENTERPRISES, INC	65420	11/25/2021	4001-042030-3005-	CHECK TOTAL 110.00	64898	12/10/2021	Services Contracts -Maint	05583
0000000	008065	JOHN DEERE FINANCIAL	2575829	11/14/2021	4001-042030-3024-	CHECK TOTAL 2,939.96	64867	12/10/2021	Solid Waste Loader Paymen	05583
0000000	002043	BERRY HOME CENTERS	4394086	11/19/2021	4001-042030-3025-	CHECK TOTAL 34.99	64951	12/17/2021	Landfill Maintenance	05588
0000000	000856	SMYTH FARM BUREAU	11/18/21 SW	11/18/2021	4001-042030-3025-	40.23	64982	12/17/2021	Landfill Maintenance	05588
0000000	000856	SMYTH FARM BUREAU	11/19/21 SW	11/19/2021	4001-042030-3025-	38.24	64982	12/17/2021	Landfill Maintenance	05588
0000000	000856	SMYTH FARM BUREAU	11/22/21 SW	11/22/2021	4001-042030-3025-	1.43	64982	12/17/2021	Landfill Maintenance	05588
0000000	000856	SMYTH FARM BUREAU	11/29/21 TRANS	11/29/2021	4001-042030-3025-	CHECK TOTAL 91.90	64982	12/17/2021	Landfill Maintenance	05588
0000000	002043	BERRY HOME CENTERS	4395804	12/08/2021	4001-042030-3025-	CHECK TOTAL 44.95	65080	12/30/2021	Landfill Maintenance	05592
0000000	000856	SMYTH FARM BUREAU	DEC21	12/01/2021	4001-042030-3025-	2.00	65104	12/30/2021	Landfill Maintenance	05592
0000000	000856	SMYTH FARM BUREAU	12/17/21 TFER	12/17/2021	4001-042030-3025-	53.98	65104	12/30/2021	Landfill Maintenance	05592
0000000	000856	SMYTH FARM BUREAU	12/9/21 TFER	12/09/2021	4001-042030-3025-	CHECK TOTAL 107.26	65104	12/30/2021	Landfill Maintenance	05592
0000000	000512	AEP/APPALACHIAN POWER CO	2091539508DEC21	11/22/2021	4001-042030-5101-	49.97	64945	12/17/2021	Electrical Service	05588
0000000	000512	AEP/APPALACHIAN POWER CO	2129876906DEC21	11/22/2021	4001-042030-5101-	223.42	64945	12/17/2021	Electrical Service	05588
0000000	000512	AEP/APPALACHIAN POWER CO	2459344905DEC21	11/22/2021	4001-042030-5101-	21.50	64945	12/17/2021	Electrical Service	05588
0000000	000512	AEP/APPALACHIAN POWER CO	2600444901DEC21	11/22/2021	4001-042030-5101-	10.11	64945	12/17/2021	Electrical Service	05588
0000000	000512	AEP/APPALACHIAN POWER CO	2760316808DEC21	11/22/2021	4001-042030-5101-	CHECK TOTAL 540.60	64945	12/17/2021	Electrical Service	05588
0000000	004936	PITNEY BOWES PURCHASE POW	NOVEMBER 2021	11/26/2021	4001-042030-5201-	CHECK TOTAL 14.12	64892	12/10/2021	Postal Services	05583
0000000	000889	SOUTHERN STATES MARION CO	1082720	11/18/2021	4001-042030-5406-	5,457.82	64916	12/10/2021	Fuel Cost	05583
0000000	000889	SOUTHERN STATES MARION CO	1083458	11/22/2021	4001-042030-5406-	CHECK TOTAL 10,869.67	64916	12/10/2021	Fuel Cost	05583
0000000	008339	ADVANCE AUTO PARTS	7651130929186	11/05/2021	4001-042030-5408-	34.82	64824	12/10/2021	Vehicle & Powered Equip.	05583
0000000	008339	ADVANCE AUTO PARTS	7651131629576	11/12/2021	4001-042030-5408-	CHECK TOTAL 4.13	64824	12/10/2021	Vehicle & Powered Equip.	05583
0000000	007938	PROGRESSIVE TRACTOR, INC.	01-57107	11/15/2021	4001-042030-5408-	216.44	64897	12/10/2021	Vehicle & Powered Equip.	05583
0000000	007938	PROGRESSIVE TRACTOR, INC.	01-57130	11/16/2021	4001-042030-5408-	CHECK TOTAL 208.74	64897	12/10/2021	Vehicle & Powered Equip.	05583
0000000	007624	UNITY HYDRAULICS	31656	11/08/2021	4001-042030-5408-	CHECK TOTAL 67.32	64932	12/10/2021	Vehicle & Powered Equip.	05583

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	008397	ABINGDON EQUIPMENT INC	01-53304	11/12/2021	4001-042030-5408-	73.93	64943	12/17/2021	Vehicle & Powered Equip.	05588
0000000	008397	ABINGDON EQUIPMENT INC	01-53419	11/22/2021	4001-042030-5408-	69.05-	64943	12/17/2021	Vehicle & Powered Equip.	05588
0000000	008339	ADVANCE AUTO PARTS	765133420558	11/30/2021	4001-042030-5408-	10.44	64944	12/17/2021	Vehicle & Powered Equip.	05588
0000000	008301	MEADE EQUIPMENT	11279168	11/10/2021	4001-042030-5408-	2,452.28	64969	12/17/2021	Vehicle & Powered Equip.	05588
0000000	000638	NABA AUTO PARTS MARION	460942	11/17/2021	4001-042030-5408-	17.15	64972	12/17/2021	Vehicle & Powered Equip.	05588
0000000	000638	NABA AUTO PARTS MARION	460943	11/17/2021	4001-042030-5408-	22.99	64972	12/17/2021	Vehicle & Powered Equip.	05588
0000000	005100	TRUCKPRO	253-0077062	6/23/2021	4001-042030-5408-	1,163.46	64996	12/17/2021	Vehicle & Powered Equip.	05588
0000000	001444	WORLDWIDE EQUIPMENT	261217222	9/13/2021	4001-042030-5408-	526.75	64999	12/17/2021	Vehicle & Powered Equip.	05588
0000000	001444	WORLDWIDE EQUIPMENT	26M124316	9/16/2021	4001-042030-5408-	20.00	64999	12/17/2021	Vehicle & Powered Equip.	05588
0000000	001444	WORLDWIDE EQUIPMENT	26M124326	9/17/2021	4001-042030-5408-	20.00	64999	12/17/2021	Vehicle & Powered Equip.	05588
0000000	001444	WORLDWIDE EQUIPMENT	26M124328	9/20/2021	4001-042030-5408-	20.00	64999	12/17/2021	Vehicle & Powered Equip.	05588
0000000	008339	ADVANCE AUTO PARTS	765134721241	12/13/2021	4001-042030-5408-	28.30	65074	12/30/2021	Vehicle & Powered Equip.	05592
0000000	008339	ADVANCE AUTO PARTS	765135041599	12/16/2021	4001-042030-5408-	7.07	65074	12/30/2021	Vehicle & Powered Equip.	05592
0000000	000638	NABA AUTO PARTS MARION	461455	12/07/2021	4001-042030-5408-	43.86	65097	12/30/2021	Vehicle & Powered Equip.	05592
0000000	000856	SMYTH FARM BUREAU	12/16/21 SW	12/16/2021	4001-042030-5408-	135.95	65104	12/30/2021	Vehicle & Powered Equip.	05592
0000000	005100	TRUCKPRO	253-0081241	12/10/2021	4001-042030-5408-	6.99	65110	12/30/2021	Vehicle & Powered Equip.	05592
0000000	007993	UNIFIRST	2070869566	11/18/2021	4001-042030-5410-	34.32	64931	12/10/2021	Uniforms & Wearing Appare	05583
0000000	007993	UNIFIRST	2070872794	12/09/2021	4001-042030-5410-	34.32	65042	12/22/2021	Uniforms & Wearing Appare	05589
0000000	007993	UNIFIRST	2070873859	12/16/2021	4001-042030-5410-	34.32	65042	12/22/2021	Uniforms & Wearing Appare	05589
0000000	007993	UNIFIRST	2070871721	12/02/2021	4001-042030-5410-	34.32	65111	12/30/2021	Uniforms & Wearing Appare	05592
0000000	006145	W-L HAULING INC	12/1/2021	12/01/2021	4001-042030-8888-26	5,000.00	64998	12/17/2021	Transfer Station Lease	05588
0000000	004261	CITY OF BRISTOL VIRGINIA	9773	12/01/2021	4001-042030-8888-28	31,351.71	64955	12/17/2021	Trans. Station (Disposal)	05588
					CHECK TOTAL	31,351.71				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	000932	DRAPER ADEN ASSOCIATES	2021100330	10/31/2021	4001-042030-8888-51 -	1,471.00	64853	12/10/2021	Ground Water Monitoring &	05583	
0000000	000932	DRAPER ADEN ASSOCIATES	2021100327	10/31/2021	4001-042030-8888-52 -	987.00	64853	12/10/2021	Gas Monitoring & Flaring	05583	
CHECK TOTAL						2,458.00					
MAJOR ACCT. TOTAL						76,956.57					

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	004110	VACORP	79582 DEC21	6/15/2021	4001-042050-2011-	7,323.00	65043	12/22/2021	Workman Compensation	05589
					CHECK TOTAL	7,323.00				
0000000	000826	DELP SIGNS	1083	8/23/2021	4001-042050-3004-	72.00	64957	12/17/2021	Repair & Maintenance	05588
					CHECK TOTAL	72.00				
0000000	000856	SMYTH FARM BUREAU	11/8/21 CS	11/08/2021	4001-042050-3004-	85.95	64982	12/17/2021	Repair & Maintenance	05588
0000000	000856	SMYTH FARM BUREAU	11/9/21 CS	11/09/2021	4001-042050-3004-	39.95	64982	12/17/2021	Repair & Maintenance	05588
0000000	000856	SMYTH FARM BUREAU	12/1/21 SW	12/01/2021	4001-042050-3004-	33.78	64982	12/17/2021	Repair & Maintenance	05588
					CHECK TOTAL	159.68				
0000000	000568	THWEATTS PLUMB & ELEC LLC	15525	11/19/2021	4001-042050-3004-	18.76	64990	12/17/2021	Repair & Maintenance	05588
					CHECK TOTAL	18.76				
0000000	004035	R & R ENTERPRISES, INC	63274	9/25/2021	4001-042050-3005-	550.00	64898	12/10/2021	Serv. Contracts--(Hauling	05583
0000000	004035	R & R ENTERPRISES, INC	65420	11/25/2021	4001-042050-3005-	550.00	64898	12/10/2021	Serv. Contracts--(Hauling	05583
					CHECK TOTAL	1,100.00				
0000000	000512	AEP/APPALACHIAN POWER CO	2115311801DEC21	11/09/2021	4001-042050-5101-	16.69	64826	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2327294308DEC21	11/15/2021	4001-042050-5101-	16.80	64826	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2415660709DEC21	11/18/2021	4001-042050-5101-	52.90	64826	12/10/2021	Electricity	05584
					CHECK TOTAL	86.39				
0000000	000512	AEP/APPALACHIAN POWER CO	2425311806DEC21	11/10/2021	4001-042050-5101-	38.12	64827	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2481843601DEC21	11/12/2021	4001-042050-5101-	36.86	64827	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2588490504DEC21	11/17/2021	4001-042050-5101-	32.29	64827	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2607309206DEC21	11/12/2021	4001-042050-5101-	42.25	64827	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2637294303DEC21	11/15/2021	4001-042050-5101-	49.66	64827	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2762014005DEC21	11/15/2021	4001-042050-5101-	59.68	64827	12/10/2021	Electricity	05584
					CHECK TOTAL	258.86				
0000000	000512	AEP/APPALACHIAN POWER CO	2865726703DEC21	11/18/2021	4001-042050-5101-	31.01	64828	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2917309201DEC21	11/12/2021	4001-042050-5101-	8.19	64828	12/10/2021	Electricity	05584
0000000	000512	AEP/APPALACHIAN POWER CO	2917564607DEC21	11/17/2021	4001-042050-5101-	40.79	64828	12/10/2021	Electricity	05584
					CHECK TOTAL	79.99				
0000000	002295	TOWN OF MARION, TREAS.	5000455 NOV21	11/15/2021	4001-042050-5103-	29.70	64925	12/10/2021	Water & Sewer	05583
					CHECK TOTAL	29.70				
0000000	000663	SMYTH COUNTY WATER & SEWE	280 NOV21	11/19/2021	4001-042050-5103-	22.50	64981	12/17/2021	Water & Sewer	05588
0000000	000663	SMYTH COUNTY WATER & SEWE	6351 NOV21	11/19/2021	4001-042050-5103-	22.50	64981	12/17/2021	Water & Sewer	05588
0000000	000663	SMYTH COUNTY WATER & SEWE	646 NOV21	11/19/2021	4001-042050-5103-	22.50	64981	12/17/2021	Water & Sewer	05588
0000000	000663	SMYTH COUNTY WATER & SEWE	7742 NOV21	11/19/2021	4001-042050-5103-	30.30	64981	12/17/2021	Water & Sewer	05588
0000000	000663	SMYTH COUNTY WATER & SEWE	783 NOV21	11/19/2021	4001-042050-5103-	22.50	64981	12/17/2021	Water & Sewer	05588
0000000	000663	SMYTH COUNTY WATER & SEWE	839 NOV21	11/19/2021	4001-042050-5103-	22.50	64981	12/17/2021	Water & Sewer	05588
					CHECK TOTAL	142.80				
					MAJOR ACCT. TOTAL	9,271.18				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
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0000000	004110	VACORE	79582 DEC21	6/15/2021	4001-042070-2011-	-				
					CHECK	TOTAL				
						6.50	65043	12/22/2021	Workman Comp.-Common Car	05589
						6.50				
					MAJOR ACCT. TOTAL	6.50				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	008212	THE HOME DEPOT PRO	64886422	10/25/2021	4001-043020-3004-	415.75	64987	12/17/2021	Repair And Maintenance	05588
					CHECK TOTAL	415.75				
0000000	007949	ESITECH, INC.	2022QRT1	12/22/2021	4001-043020-3005-	15,192.00	65089	12/30/2021	Service Contracts-Mainten	05592
					CHECK TOTAL	15,192.00				
0000000	007136	KELSAN	3399401-00	12/10/2021	4001-043020-5405-	270.37	64966	12/17/2021	Laundry, Janitorial, Hous	05588
					CHECK TOTAL	270.37				
MAJOR ACCT. TOTAL						15,878.12				

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION BATCH
00000000	000512	AEP/APPALACHIAN POWER CO	254165640/DEC21	12/08/2021	4001-043030-5101-	- CHECK TOTAL	2,587.24 2,587.24	64945 12/17/2021	Electrical Service 05588
00000000	002295	TOWN OF MARION, TREAS.	4000875 NOV21	11/30/2021	4001-043030-5103-	- CHECK TOTAL	217.61 217.61	64992 12/17/2021	Water And Sewer Services 05588
00000000	007136	KEISAN	3399401-00	12/10/2021	4001-043030-5405-	- CHECK TOTAL	270.37 270.37	64966 12/17/2021	Laundry, Janitorial, Hous 05588
00000000	008212	THE HOME DEPOT PRO	648886422	10/25/2021	4001-043030-5407-	- CHECK TOTAL	415.75 415.75	64987 12/17/2021	Repair & Maintenance Supp 05588
MAJOR ACCT. TOTAL						3,490.97			



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P/O NO.	VEND. NO.	VENDOR NAME
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INVOICE  
NO.

INVOICE  
DATE

ACCOUNT  
NO.

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AMOUNT

CHECK  
NO.  
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CHECK  
DATEDESCRIPTION  
-----BATCH  
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00000000 000855 SMYTH CO HEALTH DEPT.

DEC21

12/01/2021

4001-051010-5601-

CHECK TOTAL

30,835.41  
30,835.41

64906 12/10/2021

Local Health Department P

05587

MAJOR ACCT. TOTAL

30,835.41

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE
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0000000	001218	MT ROGERS C S B	DEC21	12/01/2021	4001-052050-1006-7	-		
					CHECK TOTAL	16,331.83	64879	12/10/2021
					MAJOR ACCT. TOTAL	16,331.83		
								MT. Rogers Mental Health
								BATCH
								05587

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	008379	BLEVINS, ANGIE	SOCSEMTG122821	12/28/2021	4001-053010-1006-	-	50.00	Board Member Payments	05592
						CHECK TOTAL	50.00		
0000000	008131	BRADLEY, JUSTINE	SOCSEMTG122821	12/28/2021	4001-053010-1006-	-	50.00	Board Member Payments	05592
						CHECK TOTAL	50.00		
0000000	003244	HESS TOM	SOCSEMTG122821	12/28/2021	4001-053010-1006-	-	50.00	Board Member Payments	05592
						CHECK TOTAL	50.00		
0000000	000221	TEATERS NORMA PRATT	SOCSEMTG122821	12/28/2021	4001-053010-1006-	-	50.00	Board Member Payments	05592
						CHECK TOTAL	50.00		
0000000	004528	WADDLE, PATSY	SOCSEMTG122821	12/28/2021	4001-053010-1006-	-	50.00	Board Member Payments	05592
						CHECK TOTAL	50.00		
MAJOR ACCT. TOTAL							250.00		

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E/O NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	CHECK NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	000573	DISTRICT III GOV. COOP.	DEC21 COOP	12/01/2021	4001-056000-6002-	-	1,290.16	64852	12/10/2021	District III Gov. Co-Op	05587
0000000	000573	DISTRICT III GOV. COOP.	DEC21 TRANSP	12/01/2021	4001-056000-6003-	-	1,213.08	64852	12/10/2021	District III Gov Transpor	05587
						CHECK TOTAL	2,503.24				
0000000	000739	CHAMBER-COMMERCE SMYTH CO	DEC21	12/01/2021	4001-056000-6004-	-	4,583.33	64846	12/10/2021	Smyth Co Cham of Comm-Ass	05587
						CHECK TOTAL	4,583.33				
0000000	006131	SMYTH COUNTY TOURISM ASSC	DEC21	12/01/2021	4001-056000-6005-	-	7,500.00	64911	12/10/2021	Smyth Co Tourism Associat	05587
						CHECK TOTAL	7,500.00				
0000000	001683	MUSEUM OF THE MIDDLE	DEC21	12/01/2021	4001-056000-6012-2	-	1,000.00	64884	12/10/2021	Museum of the Middle App.	05587
						CHECK TOTAL	1,000.00				
0000000	003376	SMYTH CO FREE CLINIC	DEC21	12/01/2021	4001-056000-6012-7	-	4,166.66	64905	12/10/2021	Smyth County Free Clinic	05587
						CHECK TOTAL	4,166.66				
0000000	002315	LINCOLN THEATRE	DEC21	12/01/2021	4001-056000-6014-	-	833.33	64873	12/10/2021	Lincoln Theatre	05587
						CHECK TOTAL	833.33				
0000000	008612	SMYTH ANIMAL RESCUE	DEC21	12/01/2021	4001-056000-6052-	-	1,250.00	64903	12/10/2021	Smyth Animal Rescue	05587
						CHECK TOTAL	1,250.00				
0000000	008415	BLUE RIDGE DISCOVERY CTR	DEC21	12/01/2021	4001-056000-6055-	-	1,250.00	64838	12/10/2021	Blue Ridge Discovery Center	05587
						CHECK TOTAL	1,250.00				
						MAJOR ACCT. TOTAL	23,086.56				

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	BATCH
0000000	000811	WYTHEVILLE COMM. COLLEGE	DEC21	12/01/2021	4001-064010-5604-	1,958.66	64939	12/10/2021	05587
					CHECK TOTAL	1,958.66			
0000000	000514	VA HIGHLANDS COMM COLLEGE	DEC21	12/01/2021	4001-064010-5605-	4,116.25	64934	12/10/2021	05587
					CHECK TOTAL	4,116.25			
					MAJOR ACCT. TOTAL	6,074.91			

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	008642	WRIGHT, J PAIGE	NOV-DEC 2021	12/21/2021	4001-072000-5501-	-				
					CHECK TOTAL	198.80	65047	12/22/2021	Travel (Mileage)	05589
					MAJOR ACCT. TOTAL	198.80				

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	007997	SMYTH COUNTY PUBLIC	DEC21	12/01/2021	4001-073010-7302-	60,000.00	64909	12/10/2021	Smyth County Library	05587
CHECK TOTAL						60,000.00				
MAJOR ACCT. TOTAL						60,000.00				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	004950	MEDIA GENERAL-TRI-CITIES	2160777	NOV21	4001-081020-3007-	340.60	64970	12/17/2021	Advertising	05588
					CHECK TOTAL	340.60				
0000000	002343	VISA	#1939	DEC21	4001-081020-5504-	75.00	65045	12/22/2021	Travel (Conference Fees)	05589
					CHECK TOTAL	75.00				
0000000	000927	HURT & PROFFITT, INC.	68918	12/08/2021	4001-081020-8888-67 -	505.00	64963	12/17/2021	Mapping Services	05588
					CHECK TOTAL	505.00				
					MAJOR ACCT. TOTAL	920.60				



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	SMYTH COUNTY							
P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE
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0000000	000711	EVERGREEN WATER & SOIL	DEC21	12/01/2021	4001-082030-5604-4	2,500.00	64855	12/10/2021
					-	2,500.00		Evergreen Soil & Water Co
					CHECK TOTAL	2,500.00		BATCH
								05587
					MAJOR ACCT. TOTAL	2,500.00		



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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	004047	INTERCEPT YOUTH SERVICES	118843-102101	11/07/2021	4001-083040-5701-	-	1,333.28	64864	12/10/2021	CSA - Pool Funds	05586
0000000	004047	INTERCEPT YOUTH SERVICES	119110-102101	11/07/2021	4001-083040-5701-	-	6,793.99	64864	12/10/2021	CSA - Pool Funds	05586
0000000	004047	INTERCEPT YOUTH SERVICES	119111-102101	11/07/2021	4001-083040-5701-	-	6,709.99	64864	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		34,720.47				
0000000	006797	KANDIA HEALTH SERVICES	291	11/29/2021	4001-083040-5701-	-	1,350.00	64868	12/10/2021	CSA - Pool Funds	05586
0000000	006797	KANDIA HEALTH SERVICES	293	11/07/2021	4001-083040-5701-	-	950.00	64868	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		2,300.00				
0000000	008427	KIRK, TORI	GR66985-1	11/08/2021	4001-083040-5701-	-	735.00	64870	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		735.00				
0000000	005813	LIFELINE SERVICES	GR66986-1	11/07/2021	4001-083040-5701-	-	3,970.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66987-1	11/07/2021	4001-083040-5701-	-	3,940.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66988-1	11/07/2021	4001-083040-5701-	-	280.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66989-1	11/07/2021	4001-083040-5701-	-	650.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66990-1	11/18/2021	4001-083040-5701-	-	360.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66991-1	10/18/2021	4001-083040-5701-	-	1,040.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66992-1	11/17/2021	4001-083040-5701-	-	780.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66993-1	11/16/2021	4001-083040-5701-	-	520.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR66994-1	11/16/2021	4001-083040-5701-	-	280.00	64871	12/10/2021	CSA - Pool Funds	05586
0000000	005813	LIFELINE SERVICES	GR67040-1	11/03/2021	4001-083040-5701-	-	390.00	64871	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		12,210.00				
0000000	005813	LIFELINE SERVICES	GR67041-1	11/18/2021	4001-083040-5701-	-	130.00	64872	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		130.00				
0000000	008529	MANNING, CHRISTINA	GR66995-1	11/08/2021	4001-083040-5701-	-	804.00	64874	12/10/2021	CSA - Pool Funds	05586
0000000	008529	MANNING, CHRISTINA	GR66996-1	11/07/2021	4001-083040-5701-	-	775.00	64874	12/10/2021	CSA - Pool Funds	05586
0000000	008529	MANNING, CHRISTINA	GR66997-1	11/07/2021	4001-083040-5701-	-	93.77	64874	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		1,672.77				
0000000	008622	MUMPOWER, BARBARA	GR66998-1	11/07/2021	4001-083040-5701-	-	125.56	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	GR67000-1	11/07/2021	4001-083040-5701-	-	300.00	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	GR67001-1	11/07/2021	4001-083040-5701-	-	124.14	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	GR67003-1	11/07/2021	4001-083040-5701-	-	800.00	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	GR67004-1	11/08/2021	4001-083040-5701-	-	496.00	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	GR67005-1	11/08/2021	4001-083040-5701-	-	804.00	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	167448	11/07/2021	4001-083040-5701-	-	200.00	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	167449	11/07/2021	4001-083040-5701-	-	75.00	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	760001	11/15/2021	4001-083040-5701-	-	200.00	64882	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	760002	11/15/2021	4001-083040-5701-	-	95.00	64882	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		3,219.70				
0000000	008622	MUMPOWER, BARBARA	760003	11/29/2021	4001-083040-5701-	-	200.00	64883	12/10/2021	CSA - Pool Funds	05586
0000000	008622	MUMPOWER, BARBARA	760004	11/29/2021	4001-083040-5701-	-	75.00	64883	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		275.00				
0000000	008650	NCG FINANCIAL DEPT	4110662	11/07/2021	4001-083040-5701-	-	2,700.00	64886	12/10/2021	CSA - Pool Funds	05586
					CHECK TOTAL		2,700.00				

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION		BATCH
0000000	008294	NORTH SPRINGS BEHAVIORAL	DR1021	11/30/2021	4001-083040-5701-	3,944.85	64888	12/10/2021	CSA - Pool Funds		05586
0000000	008294	NORTH SPRINGS BEHAVIORAL	JC1021	11/30/2021	4001-083040-5701-	3,757.00	64888	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	7,701.85					
0000000	008611	PARKINSON, KIMBERLY	GRP7009-1	11/07/2021	4001-083040-5701-	270.00	64890	12/10/2021	CSA - Pool Funds		05586
0000000	008611	PARKINSON, KIMBERLY	GRP7010-1	11/07/2021	4001-083040-5701-	270.00	64890	12/10/2021	CSA - Pool Funds		05586
0000000	008611	PARKINSON, KIMBERLY	GRP7011-1	11/08/2021	4001-083040-5701-	1,028.00	64890	12/10/2021	CSA - Pool Funds		05586
0000000	008611	PARKINSON, KIMBERLY	GRP7025-1	11/08/2021	4001-083040-5701-	1,924.00	64890	12/10/2021	CSA - Pool Funds		05586
0000000	008611	PARKINSON, KIMBERLY	GRP7046-1	11/29/2021	4001-083040-5701-	225.00	64890	12/10/2021	CSA - Pool Funds		05586
0000000	008611	PARKINSON, KIMBERLY	GRP7047-1	11/29/2021	4001-083040-5701-	121.50	64890	12/10/2021	CSA - Pool Funds		05586
0000000	008611	PARKINSON, KIMBERLY	GRP7048-1	11/29/2021	4001-083040-5701-	121.50	64890	12/10/2021	CSA - Pool Funds		05586
0000000	008611	PARKINSON, KIMBERLY	GRP7049-1	11/29/2021	4001-083040-5701-	225.00	64890	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	4,185.00					
0000000	005317	PRESSLEY RIDGE	832816	11/07/2021	4001-083040-5701-	2,790.00	64895	12/10/2021	CSA - Pool Funds		05586
0000000	005317	PRESSLEY RIDGE	832817	11/07/2021	4001-083040-5701-	2,790.00	64895	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	5,580.00					
0000000	008570	RICHARDSON, TINA	GRP7014-1	11/08/2021	4001-083040-5701-	496.00	64899	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	496.00					
0000000	008337	SMITH, SONJA	GRP7015-1	11/08/2021	4001-083040-5701-	580.00	64902	12/10/2021	CSA - Pool Funds		05586
0000000	008337	SMITH, SONJA	GRP7016, 17, 18-1	11/08/2021	4001-083040-5701-	2,282.00	64902	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	2,862.00					
0000000	003014	SMYTH COUNTY DSS MASTERCARD	GRP7051-1	11/17/2021	4001-083040-5701-	1,086.01	64908	12/10/2021	CSA - Pool Funds		05586
0000000	003014	SMYTH COUNTY DSS MASTERCARD	GRP7052-1	11/22/2021	4001-083040-5701-	46.66	64908	12/10/2021	CSA - Pool Funds		05586
0000000	003014	SMYTH COUNTY DSS MASTERCARD	30186	11/07/2021	4001-083040-5701-	167.27	64908	12/10/2021	CSA - Pool Funds		05586
0000000	003014	SMYTH COUNTY DSS MASTERCARD	30974	11/29/2021	4001-083040-5701-	143.57	64908	12/10/2021	CSA - Pool Funds		05586
0000000	003014	SMYTH COUNTY DSS MASTERCARD	30976	11/22/2021	4001-083040-5701-	147.63	64908	12/10/2021	CSA - Pool Funds		05586
0000000	003014	SMYTH COUNTY DSS MASTERCARD	31082	11/15/2021	4001-083040-5701-	107.28	64908	12/10/2021	CSA - Pool Funds		05586
0000000	003014	SMYTH COUNTY DSS MASTERCARD	31096	11/07/2021	4001-083040-5701-	120.00	64908	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	1,818.42					
0000000	008158	SOUTHSTONE BEHAVIORAL	RTC-2142	11/29/2021	4001-083040-5701-	3,312.00	64917	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	3,312.00					
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7021-1	11/07/2021	4001-083040-5701-	48.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7022-1	11/07/2021	4001-083040-5701-	48.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7023-1	11/07/2021	4001-083040-5701-	48.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7056-1	11/29/2021	4001-083040-5701-	90.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7057-1	11/29/2021	4001-083040-5701-	90.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7058-1	11/29/2021	4001-083040-5701-	90.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7059-1	11/29/2021	4001-083040-5701-	90.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7060-1	11/29/2021	4001-083040-5701-	90.00	64928	12/10/2021	CSA - Pool Funds		05586
0000000	008678	TREASURER OF SMYTH COUNTY	GRP7061-1	11/29/2021	4001-083040-5701-	90.00	64928	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	684.00					
0000000	007923	WILLIAMS, LORINDA	GRP7024-1	11/08/2021	4001-083040-5701-	1,183.00	64937	12/10/2021	CSA - Pool Funds		05586
					CHECK TOTAL	1,183.00					
					MAJOR ACCT. TOTAL	186,673.73					

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0000000	004083	WALMART (COUNTY ADMIN)	1639340660	12/19/2021	4003-091060-5401-	133.83	65113	12/30/2021	Office Supplies	05592
					CHECK TOTAL	133.83				
0000000	008685	BURKE, MARTHA	ANIMAL DAMAGE	12/15/2021	4003-091060-5802-	40.00	65010	12/22/2021	Claims & Bounties	05589
					CHECK TOTAL	40.00				
0000000	007079	HUNT TED	ANIMAL DAMAGE	12/15/2021	4003-091060-5802-	300.00	65022	12/22/2021	Claims & Bounties	05589
					CHECK TOTAL	300.00				
MAJOR ACCT. TOTAL						473.83				

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SMYTH COUNTY  
SMYTH COUNTY

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PAGE 51

P/O  
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VEND.  
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VENDOR  
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AMAZON CAPITAL SERVICES

1KRV-NMK7-RF41

11/22/2021

4038-011010-9001-

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178.32

6483

/10/2021

Computer Hardware

05583

MAJOR ACCT. TOTAL

178.32

AP308MA		SMYTH COUNTY SMYTH COUNTY		A/P REGULAR CHECK REGISTER		TIME-16:37:53		PAGE		52	
P/O NO.	VEND NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION		BATCH
0000000	004109	VUDS	11210404	11/30/2021	4501-085010-3004-	42.00	64997	12/17/2021	Miss Utility		05588
0000000	001302	CHILHOWIE CHEVROEN SERVICE	12-10-21 WS	12/10/2021	4501-085010-3005-	15.00	65012	12/22/2021	Vehicle Maintenance		05589
0000000	000638	NAPA AUTO PARTS MARION	461591	12/10/2021	4501-085010-3005-	3.21	65027	12/22/2021	Vehicle Maintenance		05589
0000000	000889	SOUTHERN STATES MARION CO	1083459	11/22/2021	4501-085010-3006-	1,098.00	65036	12/22/2021	Fuel Cost		05589
0000000	000889	SOUTHERN STATES MARION CO	1084221	12/06/2021	4501-085010-3006-	1,188.72	65036	12/22/2021	Fuel Cost		05589
0000000	000512	AEP/APPALACHIAN POWER CO	2021844101DEC21	11/22/2021	4501-085010-5101-	234.53	64826	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2090725306DEC21	11/22/2021	4501-085010-5101-	14.73	64826	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2091723201DEC21	11/23/2021	4501-085010-5101-	22.80	64826	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2381148804DEC21	11/19/2021	4501-085010-5101-	86.51	64826	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2404920106DEC21	11/19/2021	4501-085010-5101-	107.12	64826	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2578448801DEC21	11/19/2021	4501-085010-5101-	24.00	64827	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2656222805DEC21	11/19/2021	4501-085010-5101-	668.22	64827	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2792962306DEC21	11/23/2021	4501-085010-5101-	14.55	64827	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2872344904DEC21	11/22/2021	4501-085010-5101-	10.86	64828	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2894642004DEC21	11/19/2021	4501-085010-5101-	172.91	64828	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2919595401DEC21	11/22/2021	4501-085010-5101-	561.02	64828	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2966764603DEC21	11/24/2021	4501-085010-5101-	10.27	64828	12/10/2021	Electricity		05584
0000000	000512	AEP/APPALACHIAN POWER CO	2007538909DEC21	11/11/2021	4501-085010-5101-	9.59	64945	12/17/2021	Electricity		05588
0000000	000512	AEP/APPALACHIAN POWER CO	2030186106DEC21	11/11/2021	4501-085010-5101-	28.45	64945	12/17/2021	Electricity		05588
0000000	000512	AEP/APPALACHIAN POWER CO	2250590409DEC21	12/09/2021	4501-085010-5101-	10.00	65003	12/22/2021	Electricity		05589
0000000	000512	AEP/APPALACHIAN POWER CO	2594153203DEC21	12/02/2021	4501-085010-5101-	284.86	65003	12/22/2021	Electricity		05589
0000000	000512	AEP/APPALACHIAN POWER CO	2007538909DEC21	12/14/2021	4501-085010-5101-	9.80	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2018186102DEC21	12/14/2021	4501-085010-5101-	9.12	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2030186106DEC21	12/14/2021	4501-085010-5101-	45.53	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2051786800DEC21	12/16/2021	4501-085010-5101-	9.12	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2082014008DEC21	12/14/2021	4501-085010-5101-	17.75	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2138949801DEC21	12/16/2021	4501-085010-5101-	283.15	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2141904108DEC21	12/16/2021	4501-085010-5101-	9.31	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2179409202DEC21	12/16/2021	4501-085010-5101-	80.71	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2249386109DEC21	12/14/2021	4501-085010-5101-	284.34	65075	12/30/2021	Electricity		05591
0000000	000512	AEP/APPALACHIAN POWER CO	2321386100DEC21	12/14/2021	4501-085010-5101-	30.75	65076	12/30/2021	Electricity		05591

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E/O	VEND.	VENDOR	INVOICE	INVOICE	ACCOUNT	NET	CHECK	CHECK	DESCRIPTION
NO.	NO.	NAME	NO.	DATE	NO.	AMOUNT	NO.	DATE	BATCH
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0000000	000512	AEB/APPALACHIAN POWER CO	2348866108DC21	12/14/2021	4501-085010-5101-	9.42	65076	12/30/2021	Electricity
0000000	000512	AEB/APPALACHIAN POWER CO	2394141408DC21	12/15/2021	4501-085010-5101-	9.90	65076	12/30/2021	Electricity
0000000	000512	AEB/APPALACHIAN POWER CO	2522934203DC21	12/15/2021	4501-085010-5101-	51.70	65076	12/30/2021	Electricity
0000000	000512	AEB/APPALACHIAN POWER CO	2539793204DC21	12/15/2021	4501-085010-5101-	76.86	65076	12/30/2021	Electricity
0000000	000512	AEB/APPALACHIAN POWER CO	2564186106DC21	12/14/2021	4501-085010-5101-	200.13	65076	12/30/2021	Electricity
0000000	000512	AEB/APPALACHIAN POWER CO	2812716302DC21	12/16/2021	4501-085010-5101-	971.71	65076	12/30/2021	Electricity
0000000	000512	AEB/APPALACHIAN POWER CO	2894186101DC21	12/14/2021	4501-085010-5101-	17.75	65076	12/30/2021	Electricity
			CHECK TOTAL			1,368.22			
0000000	000512	AEB/APPALACHIAN POWER CO	2960186100DC21	12/14/2021	4501-085010-5101-	17.75	65077	12/30/2021	Electricity
0000000	000512	AEB/APPALACHIAN POWER CO	2987018104DC21	12/16/2021	4501-085010-5101-	10.97	65077	12/30/2021	Electricity
			CHECK TOTAL			28.72			
0000000	004936	PITNEY BOWES PURCHASE POW	NOVEMBER 2021	11/26/2021	4501-085010-5201-	125.93	64892	12/10/2021	Postage
			CHECK TOTAL			125.93			
0000000	003139	CENTURYLINK	310266732 DEC21	11/22/2021	4501-085010-5203-	575.78	64845	12/10/2021	Telephone
			CHECK TOTAL			575.78			
0000000	002043	BERRY HOME CENTERS	4392687	11/08/2021	4501-085010-5405-	5.78	64835	12/10/2021	Maintenance Supplies
0000000	002043	BERRY HOME CENTERS	4392968	11/10/2021	4501-085010-5405-	49.38	64835	12/10/2021	Maintenance Supplies
			CHECK TOTAL			55.16			
0000000	008560	BLEVINS HARDWARE LLC	261708	12/02/2021	4501-085010-5405-	121.56	64952	12/17/2021	Maintenance Supplies
0000000	008560	BLEVINS HARDWARE LLC	261746	12/02/2021	4501-085010-5405-	59.99	64952	12/17/2021	Maintenance Supplies
0000000	008560	BLEVINS HARDWARE LLC	261785	12/02/2021	4501-085010-5405-	21.98	64952	12/17/2021	Maintenance Supplies
			CHECK TOTAL			203.53			
0000000	007841	FERGUSON	8292690-1	11/18/2021	4501-085010-5405-	296.10	64959	12/17/2021	Maintenance Supplies
0000000	007841	FERGUSON	8511778	10/12/2021	4501-085010-5405-	228.57	64959	12/17/2021	Maintenance Supplies
0000000	007841	FERGUSON	8640672	11/18/2021	4501-085010-5405-	976.81	64959	12/17/2021	Maintenance Supplies
0000000	007841	FERGUSON	8644750	11/18/2021	4501-085010-5405-	446.63	64959	12/17/2021	Maintenance Supplies
0000000	007841	FERGUSON	8644752	11/18/2021	4501-085010-5405-	26.99	64959	12/17/2021	Maintenance Supplies
0000000	007841	FERGUSON	8662339	11/24/2021	4501-085010-5405-	66.00	64959	12/17/2021	Maintenance Supplies
			CHECK TOTAL			2,041.10			
0000000	000856	SMITH FARM BUREAU	11/30/21 WS	11/30/2021	4501-085010-5405-	7.24	64982	12/17/2021	Maintenance Supplies
			CHECK TOTAL			7.24			
0000000	000889	SOUTHERN STATES MARION CO	1084338	12/08/2021	4501-085010-5405-	257.54	64983	12/17/2021	Maintenance Supplies
			CHECK TOTAL			257.54			
0000000	000568	THWEATTS PLUMB & ELEC LLC	15528	11/22/2021	4501-085010-5405-	58.96	64990	12/17/2021	Maintenance Supplies
			CHECK TOTAL			58.96			
0000000	008543	APPALACHIAN AGGREGATES LL	131948	12/15/2021	4501-085010-5405-	225.18	65078	12/30/2021	Maintenance Supplies
			CHECK TOTAL			225.18			
0000000	008560	BLEVINS HARDWARE LLC	263686	12/20/2021	4501-085010-5405-	4.99	65081	12/30/2021	Maintenance Supplies
			CHECK TOTAL			4.99			

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	007993	UNIFIRST	2070869566	11/18/2021	4501-085010-5410-	40.03	64931	12/10/2021	Uniforms	05583	
CHECK TOTAL						40.03					
0000000	007993	UNIFIRST	2070872794	12/09/2021	4501-085010-5410-	34.97	65042	12/22/2021	Uniforms	05589	
0000000	007993	UNIFIRST	2070873859	12/16/2021	4501-085010-5410-	34.97	65042	12/22/2021	Uniforms	05589	
CHECK TOTAL						69.94					
0000000	000582	ARMY & NAVY	52324	12/17/2021	4501-085010-5410-	134.95	65079	12/30/2021	Uniforms	05592	
0000000	000582	ARMY & NAVY	52327	12/17/2021	4501-085010-5410-	150.00	65079	12/30/2021	Uniforms	05592	
CHECK TOTAL						284.95					
0000000	007454	GREG'S HOME & AUTO	315-132169	6/28/2021	4501-085010-5410-	24.99	65090	12/30/2021	Uniforms	05592	
0000000	007454	GREG'S HOME & AUTO	315-134772	8/09/2021	4501-085010-5410-	41.95	65090	12/30/2021	Uniforms	05592	
0000000	007454	GREG'S HOME & AUTO	315-142524	12/18/2021	4501-085010-5410-	20.00	65090	12/30/2021	Uniforms	05592	
CHECK TOTAL						86.94					
0000000	007993	UNIFIRST	2070871721	12/02/2021	4501-085010-5410-	34.97	65111	12/30/2021	Uniforms	05592	
CHECK TOTAL						34.97					
0000000	006983	AMR INC. AQUAMATION	00565865	12/06/2021	4501-085010-5418-	739.00	64948	12/17/2021	Telemetry Replacement	05588	
CHECK TOTAL						739.00					
0000000	007421	BMS DIRECT	155133	11/30/2021	4501-085010-9004-	678.83	64839	12/10/2021	Processing of Bills	05583	
0000000	007421	BMS DIRECT	155133 NOV21	12/02/2021	4501-085010-9004-	3,000.00	64839	12/10/2021	Processing of Bills	05583	
CHECK TOTAL						3,678.83					
MAJOR ACCT. TOTAL						15,243.19					

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
00000000	002295	TOWN OF MARION, TREAS.	3000015 NOV21	11/30/2021	4501-085020-0102-	4,699.00	64992	12/17/2021	Atkins	05588
00000000	002295	TOWN OF MARION, TREAS.	837 NOV21	11/30/2021	4501-085020-0102-	2,730.00	64992	12/17/2021	Atkins	05588
					CHECK TOTAL	7,429.00				
00000000	002295	TOWN OF MARION, TREAS.	5000012 DEC21	12/15/2021	4501-085020-0103-	5.00	65041	12/22/2021	Route 16 South (Currin Va	05589
					CHECK TOTAL	5.00				
00000000	002295	TOWN OF MARION, TREAS.	4000598 NOV21	11/30/2021	4501-085020-0104-	7,570.00	64992	12/17/2021	HMSF/Walker's/Ebenezer	05588
00000000	002295	TOWN OF MARION, TREAS.	4000682 NOV21	11/30/2021	4501-085020-0104-1	140.50	64992	12/17/2021	EHM Park Main	05588
00000000	002295	TOWN OF MARION, TREAS.	4000683 NOV21	11/30/2021	4501-085020-0104-1	2,950.15	64992	12/17/2021	EHM Park Main	05588
00000000	002295	TOWN OF MARION, TREAS.	3000607 NOV21	11/30/2021	4501-085020-0105-	5.00	64992	12/17/2021	Industrial Park-Low	05588
00000000	002295	TOWN OF MARION, TREAS.	3000575 NOV21	11/30/2021	4501-085020-0106-	216.00	64992	12/17/2021	Merillat	05588
00000000	002295	TOWN OF MARION, TREAS.	3000608 NOV21	11/30/2021	4501-085020-0107-	5.00	64992	12/17/2021	Nicks Creek	05588
					CHECK TOTAL	10,886.65				
00000000	000536	TOWN OF CHILHOWIE, TREAS.	1600132001NOV21	11/30/2021	4501-085020-0202-	363.62	64991	12/17/2021	St. Clair's Creek	05588
00000000	000536	TOWN OF CHILHOWIE, TREAS.	700092001 NOV21	11/30/2021	4501-085020-0203-	59.65	64991	12/17/2021	Fox Valley Road	05588
00000000	000536	TOWN OF CHILHOWIE, TREAS.	1400141001NOV21	11/30/2021	4501-085020-0205-	16,080.24	64991	12/17/2021	Apple Valley Road Meter	05588
00000000	000536	TOWN OF CHILHOWIE, TREAS.	100170001 NOV21	11/30/2021	4501-085020-0206-	290.14	64991	12/17/2021	St. John's Crossing	05588
					CHECK TOTAL	16,793.65				
00000000	002296	TOWN OF SALTVILLE, TREAS.	900001001 NOV21	11/30/2021	4501-085020-0303-	3,542.01	64993	12/17/2021	Pleasant Heights	05588
00000000	002296	TOWN OF SALTVILLE, TREAS.	900003001 NOV21	11/30/2021	4501-085020-0304-	1,089.15	64993	12/17/2021	Midway	05588
00000000	002296	TOWN OF SALTVILLE, TREAS.	900004001 NOV21	11/30/2021	4501-085020-0305-	1,419.02	64993	12/17/2021	Poore Valley	05588
00000000	002296	TOWN OF SALTVILLE, TREAS.	600098001 NOV21	11/30/2021	4501-085020-0306-	79.46	64993	12/17/2021	Cardwell (Water Tank)	05588
					CHECK TOTAL	6,129.64				
00000000	000852	THOMAS BRIDGE WATER CORP.	12/01/2021	12/01/2021	4501-085020-0501-	921.42	64988	12/17/2021	Thomas Bridge	05588
00000000	000852	THOMAS BRIDGE WATER CORP.	1719 NOV21	11/30/2021	4501-085020-0600-	28.45	64988	12/17/2021	Sewer Station Meters	05588
00000000	000852	THOMAS BRIDGE WATER CORP.	1773 NOV21	11/30/2021	4501-085020-0600-	28.45	64988	12/17/2021	Sewer Station Meters	05588
					CHECK TOTAL	978.32				
00000000	000536	TOWN OF CHILHOWIE, TREAS.	900002501 NOV21	11/30/2021	4501-085020-0600-	4.40	64991	12/17/2021	Sewer Station Meters	05588
					CHECK TOTAL	4.40				
00000000	000852	THOMAS BRIDGE WATER CORP.	1222 NOV21	11/30/2021	4501-085020-0600-	28.45	65039	12/22/2021	Sewer Station Meters	05589
					CHECK TOTAL	28.45				
					MAJOR ACCT. TOTAL	42,255.11				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	CHECK TOTAL	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	002295	TOWN OF MARION, TREAS.	54 OCT21	12/01/2021	4501-085030-0001-	17,726.46	17,726.46	64992	12/17/2021	Town of Marion	05588
MAJOR ACCT. TOTAL						17,726.46					

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	001427	BOGGS MUNICIPAL SERVICES	15020	11/01/2021	4501-085060-0007-	1,580.00	64840	12/10/2021	Pumps & Motors Replacemen	05583	
0000000	001427	BOGGS MUNICIPAL SERVICES	15021	11/15/2021	4501-085060-0007-	3,098.00	64840	12/10/2021	Pumps & Motors Replacemen	05583	
CHECK TOTAL						4,678.00					
MAJOR ACCT. TOTAL						4,678.00					

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P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	008135	SYMBOL ARTS	0414400-IN	11/15/2021	4739-021070-8888-5	823.50	65038	12/22/2021	Sheriff Department Dare F	05589
					CHECK TOTAL	823.50				
0000000	001191	SHERIFF-PETTYCASH	497994	12/20/2021	4739-021070-8888-5	217.38	65102	12/30/2021	Sheriff Department Dare F	05592
					CHECK TOTAL	217.38				
					MAJOR ACCT. TOTAL	1,040.88				

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E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	CHECK NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	005127	SMYTH CO COMM, ATTORNEY	A CARTER	11/19/2021	4743-010000-0001-	-	44.60	64904	12/10/2021	Comm. Attorney	05583
					CHECK TOTAL		44.60				
0000000	005126	SMYTH COUNTY SHERIFF	A CARTER	11/19/2021	4743-010000-0002-	-	178.40	64910	12/10/2021	Sheriff	05583
					CHECK TOTAL		178.40				
0000000	001191	SHERIFF-PETTYCASH	497971	11/24/2021	4744-010000-2020-	-	667.19	64978	12/17/2021	SERT Team Training & Equi	05588
0000000	001191	SHERIFF-PETTYCASH	497973	12/01/2021	4744-010000-2020-	-	499.00	64978	12/17/2021	SERT Team Training & Equi	05588
					CHECK TOTAL		1,166.19				
0000000	003401	WALMART (SHERIFF)	1638814634	11/19/2021	4744-010000-5402-	-	18.83	64936	12/10/2021	Forensic Supplies	05583
					CHECK TOTAL		18.83				
0000000	001191	SHERIFF-PETTYCASH	497986	12/14/2021	4744-010000-5402-	-	15.98	65033	12/22/2021	Forensic Supplies	05589
					CHECK TOTAL		15.98				
MAJOR ACCT. TOTAL							1,424.00				
CHECK TYPE TOTAL							1,023,703.54				
FINAL TOTAL							1,023,703.54				

AP308WA		SMYTH COUNTY		SMYTH COUNTY		A/P MANUAL CHECK REGISTER		TIME-16:41:48		PAGE 1	
E/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH	
0000000	008441	ATKINS FIRST CHURCH OF GO	12-3-21	12/03/2021	4303-012010-0001 -	1,480.25	1274	12/06/2021	CBDG Grant Funding	05585	
					CHECK TOTAL	1,480.25					
0000000	008460	LOAVES & FISHES FOOD PANT	#28	12/06/2021	4303-012010-0001 -	6,412.50	1275	12/06/2021	CBDG Grant Funding	05585	
					CHECK TOTAL	6,412.50					
					MAJOR ACCT. TOTAL	7,892.75					

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006696 VERIZON WIRELESS

9892994035

11/16/2021

4748-010001-0001-

1

1,362.43

1272 12/22/2021

Purchase Equipment

05590

MAJOR ACCT. TOTAL

1,362.43

AP308WA		SMYTH COUNTY		A/P MANUAL CHECK REGISTER		TIME-16:41:48		PAGE 3		
P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH
0000000	006696	VERIZON WIRELESS	9894568038	12/08/2021	4749-010000-5203-	CHECK TOTAL 161.68	1262	12/30/2021	Cellphones	05593
0000000	008686	QLABS INC	2096-470-1121	12/06/2021	4749-010000-5401-	CHECK TOTAL 412.00	1261	12/22/2021	Office Supplies	05590
0000000	000668	BANK OF MARION	#1699466	11/05/2021	4760-010000-0002-	CHECK TOTAL 16.00	1001	12/22/2021	Comm. Attorney	05590
MAJOR ACCT. TOTAL						589.68				
CHECK TYPE TOTAL						9,844.86				
FINAL TOTAL						9,844.86				

AP308	SMYTH COUNTY CARES ACT			A/P REGULAR CHECK REGISTER			TIME-16:45:08			PAGE 1		
P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	CHECK DATE	DESCRIPTION	BATCH		
0000000	000536	TOWN OF CHILHOWIE, TREAS.	ARPA UTILITY	10/29/2021	4775-010000-0025-	141,928.74	10148	12/30/2021	Utility Relief Fund CARES Act	00023		
					CHECK TOTAL	141,928.74						
0000000	000506	TOWN OF MARION, TREAS.	ARPA UTILITY	10/29/2021	4775-010000-0025-	25,078.98	10149	12/30/2021	Utility Relief Fund CARES Act	00023		
					CHECK TOTAL	25,078.98						
0000000	002948	TREASURER OF SMYTH COUNTY	ARPA UTILITY	10/29/2021	4775-010000-0025-	5,858.67	10150	12/30/2021	Utility Relief Fund CARES Act	00023		
					CHECK TOTAL	5,858.67						
					CHECK TYPE TOTAL	172,866.39						
					FINAL TOTAL	172,866.39						



## Smyth County Planning Commission

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

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

To: Shawn Utt  
From: Clegg Williams *CW*  
Date: January 6, 2022  
Subject: Planning Commission Recommendation

After the joint public hearing held on Thursday, December 30, 2021, the Planning Commission reconvened their meeting. The following motion was rendered:

### **Recommendation on the Proposal for Robert de Camara for a Special Use Permit for an Airport**

David Spence, Planning Commissioner Saltville District Representative made the motion to recommend the Board of Supervisors approve Robert de Camara's application for a special use permit to establish an airport with the condition that it be a Visual Flight Rules (VFR) grass strip only. Graham Davidson, Jr., Planning Commissioner Chilhowie District Representative seconded the motion. The following vote was recorded.

Vote: 5 yeas Pugh, Davidson, Jr., Wagoner, Shepherd, Spence  
0 nays  
1 abstain Campbell  
1 absent Dean

# 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. FRENCH, CLERK  
CHARLES M. BUCHANAN, JR.

ROGER L. FRYE  
DR. PAUL L. GRINSTEAD  
DR. KYLE N. RHODES  
TODD WILLIAMS

January 3, 2022

TO: Smyth County Board of Supervisors  
FROM: Smyth County School Board  
SUBJECT: January-March 2022 Appropriation Request

COUNTY SCHOOL OPERATING FUND	\$13,070,920.00
COUNTY SCHOOL DEBT AND CAPITAL OUTLAY FUND	\$ .00
SCHOOL TEXTBOOK FUND	\$ .00

Quarter 1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
	61000	62000	63000	64000	65000	67000	68000	Totals
Original Approved Budget	\$337,809,472.00	\$1,599,805.00	\$2,615,943.00	\$4,788,627.00	\$3,948,438.00	\$2,172,106.00	\$1,521,396.00	\$54,455,787.00
Quarter 1 Appropriation	\$9,452,368.00	\$399,951.00	\$653,986.00	\$1,676,019.00	\$987,110.00	\$2,172,106.00	\$532,489.00	\$15,874,029.00
Quarter 1 Supplemental Appropriation				\$210,678.00			\$100,000.00	\$100,000.00
FY2021 Carry-Over Appropriation				\$973,911.00				\$210,678.00
FY2022 ESSER II Budget Amendment								\$973,911.00
July 2021 Expenditures	\$689,891.52	\$85,404.99	\$78,379.14	\$401,230.63	\$54,871.15	\$540,634.50	\$76,338.56	\$1,926,750.49
August 2021 Expenditures	\$750,183.83	\$81,292.76	\$49,523.72	\$493,878.92	\$96,487.54	\$30.00	\$362,126.31	\$1,833,523.08
September 2021 Expenditures	\$3,168,066.01	\$156,121.86	\$203,031.18	\$830,061.50	\$143,181.66	\$0.00	\$187,388.82	\$4,687,851.03
Balance at End of Quarter 1	\$4,844,226.64	\$77,131.39	\$323,051.96	\$1,135,436.95	\$692,569.65	\$1,631,441.50	\$6,635.31	\$8,710,493.40
Quarter 2	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
	61000	62000	63000	64000	65000	67000	68000	Totals
Balance at Beginning of Quarter 2	\$4,844,226.64	\$77,131.39	\$323,051.96	\$1,135,436.95	\$692,569.65	\$1,631,441.50	\$6,635.31	\$8,710,493.40
Quarter 2 Appropriation	\$9,452,368.00	\$399,951.00	\$653,986.00	\$1,197,157.00	\$987,110.00	\$0.00	\$380,349.00	\$13,070,921.00
October 2021 Expenditures	\$3,108,721.83	\$140,723.97	\$187,993.32	\$522,202.93	\$319,482.46	\$231,150.00	\$97,193.27	\$4,607,467.78
November 2021 Expenditures	\$3,460,109.06	\$150,830.85	\$215,957.38	\$653,703.83	\$423,416.03	\$1,028,677.00	\$97,136.18	\$6,029,830.33
December 2021 Expenditures	\$3,190,356.75	\$134,970.84	\$185,314.63	\$473,064.91	\$660,501.16	\$30.00	\$180,243.59	\$4,824,481.88
Balance at End of Quarter 2	\$4,537,407.00	\$50,556.73	\$387,772.63	\$683,622.28	\$276,280.00	\$371,584.50	\$12,411.27	\$6,319,634.41
Quarter 3	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
	61000	62000	63000	64000	65000	67000	68000	Totals
Balance at Beginning of Quarter 3	\$4,537,407.00	\$50,556.73	\$387,772.63	\$683,622.28	\$276,280.00	\$371,584.50	\$12,411.27	\$6,319,634.41
Quarter 3 Appropriation	\$9,452,368.00	\$399,951.00	\$653,986.00	\$1,197,157.00	\$987,109.00	\$0.00	\$380,349.00	\$13,070,920.00
January 2022 Expenditures								\$0.00
February 2022 Expenditures								\$0.00
March 2022 Expenditures								\$0.00
Balance at End of Quarter 3	\$13,989,775.00	\$450,507.73	\$1,041,758.63	\$1,880,779.28	\$1,263,389.00	\$371,584.50	\$392,760.27	\$19,390,554.41

121 Bagley Circle  
Suite 200  
Marion, VA 24354



Chris Austin  
Director  
(276) 783-8148  
FAX (276) 783-6327

## *Smyth County Department of Social Services*

TO: SMYTH COUNTY BOARD OF SUPERVISORS

FROM: CHRISTOPHER L. AUSTIN, DIRECTOR

DATE: January 11<sup>th</sup>, 2022

A handwritten signature in dark ink, reading "Christopher L. Austin". The signature is written in a cursive style with a large, stylized "C" and "A".

Appropriation Request for checks written January 12<sup>th</sup>,  
2022 thru March 31<sup>st</sup>, 2022:

\$1,374,530

## CONSOLIDATED AMENDMENT AND CONSENT AGREEMENT

This **CONSOLIDATED AMENDMENT AND CONSENT AGREEMENT** (this “Agreement”) is dated \_\_\_\_\_, 2022 (the “**Closing Date**”) and is among the **VIRGINIA RESOURCES AUTHORITY (“VRA”)**, the **SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY (“SWVRJA”)** and the **CITY OF BRISTOL, VIRGINIA (“Bristol”)**, and acknowledged and consented to by the Existing Member Jurisdictions (as defined below).

### RECITALS

A. SWVRJA is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (the “**Act**”), consisting of members joining by resolutions duly adopted by the governing bodies of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the City of Norton (collectively, the “**Existing Member Jurisdictions**”) for the purpose of developing regional jail facilities (collectively, the “**Regional Jail**”) to be operated on behalf of the Existing Member Jurisdictions by SWVRJA;

B. SWVRJA and the Existing Member Jurisdictions (other than Tazewell County) entered into a Southwest Virginia Regional Jail Authority Service Agreement, dated February 1, 2003, which was amended to include Tazewell County, Virginia by an Amended Service Agreement, dated as of July 1, 2005 (together, the “**Service Agreement**”), pursuant to which SWVRJA constructed the Regional Jail and obtained financing therefor.

C. SWVRJA has issued and sold to VRA, a public body corporate and political subdivision of the Commonwealth of Virginia, its \$65,955,000 Jail Facilities Revenue and Refunding Bond, Series 2013, as amended by an Allonge in connection with the 2020 Bond as described below (the “**2013 Bond**”), the proceeds of which, together with other available funds, were used to finance and refinance the construction of the Regional Jail (the “**Project**”);

D. VRA purchased the 2013 Bond from a portion of the proceeds of its Series 2013A VRA Bonds (as more particularly defined in the below-defined **2013 Local Bond Sale and Financing Agreement, the “2013 VRA Bonds”**), in accordance with the terms of a Local Bond Sale and Financing Agreement dated as of April 4, 2013, between VRA and SWVRJA, as amended (the “**2013 Local Bond Sale and Financing Agreement**”);

E. SWVRJA has also issued and sold to VRA its \$37,880,000 Regional Jail Facility Revenue and Refunding Bond, Series 2020 (the “**2020 Bond**”), the proceeds of which, together with other available funds, were used to refund a portion of the 2013 Bond;

F. VRA purchased the 2020 Bond from a portion of the proceeds of its Series 2020A VRA Bonds (as more particularly defined in the below-defined **2020 Local Bond Sale and Financing Agreement, the “2020 VRA Bonds”**), in accordance with the terms of a Local Bond Sale and Financing Agreement dated as of April 14, 2020, between VRA and SWVRJA (the “**2020 Local Bond Sale and Financing Agreement**”);

G. VRA's purchase of the 2013 Bond and the 2020 Bond were also conditioned upon each of the Existing Member Jurisdictions undertaking non-binding obligations to appropriate from time to time moneys to SWVRJA in connection with payments due on the 2013 Bond and the 2020 Bond;

H. The City Council (**the “City Council”**) of the City of Bristol, Virginia (**“Bristol”**) has determined that the most cost-effective method to finance its jail facility needs is to join SWVRJA as a member jurisdiction and access the Regional Jail as a full member and has requested the same of SWVRJA;

I. Pursuant to the Service Agreement, consent from each of the existing Member Jurisdictions is required for the joinder of a new member and any related amendment to the Service Agreement in connection therewith and, pursuant to the 2013 Local Bond Sale and Financing Agreement and 2020 Local Bond Sale and Financing Agreement (**together, the “Financing Agreements”**), written consent from VRA is required for the same;

J. SWVRJA has indicated that for the required consents to join SWVRJA, Bristol must agree to a Second Amended Service Agreement, the form of which is attached hereto as **Exhibit A (the “Second Amended Service Agreement”)** where Bristol agrees to contribute to the payment of costs and expenses of SWVRJA pursuant to the formula set forth in the Second Amended Service Agreement and to a Support Agreement similar in form to those provided by the Existing Member Jurisdictions in connection with the issuance of the 2013 Bond and the 2020 Bond, the form of which is attached hereto as **Exhibit B (the “Bristol Support Agreement”)** and Bristol has agreed to same.

K. As set forth below, VRA, SWVRJA and Bristol desire to set forth VRA's consent to Bristol's joinder in SWVRJA and the execution and delivery of the Second Amended Service Agreement and to amend the Financing Agreements in connection with the joinder of Bristol and the execution and delivery of the Second Amended Service Agreement.

NOW THEREFORE, VRA, SWVRJA and Bristol agree as follows:

**ARTICLE I**  
**AMENDMENT TO FINANCING AGREEMENTS; DEFINITIONS**

**1.1 Amendments to Financing Agreements and Support Agreements.**

(a) The term "Service Agreement" as used in the Financing Agreements and the Local Indenture, as defined in the Financing Agreements, shall hereafter mean the Second Amended Service Agreement, plus any amendments or supplements thereto agreed upon by VRA in writing.

(b) The definition of "Member Jurisdictions" in the Financing Agreements and the Local Indenture is hereby amended to mean the Existing Member Jurisdictions, plus Bristol, plus any other political subdivisions of the Commonwealth approved by VRA in writing.

(c) The terms "Revenues" and "Operation and Maintenance Expense" as used in the Financing Agreements and the Support Agreements (including the Bristol Support Agreement) shall have the same meanings as the terms "Revenues" and "Operating Expenses" used in the Local Indenture, respectively.

**1.2 Definitions.** Unless otherwise defined or the context otherwise requires, each capitalized term used in this Agreement shall have the meaning set forth in the Financing Agreements.

**ARTICLE II**  
**VRA CONSENT**

**2.1 VRA Consent to Bristol Joinder.** VRA consents to the joinder of Bristol as a member of SWVRJA and to the execution and delivery of the Second Amended Service Agreement reflecting the same. The parties acknowledge and agree that VRA's consent is conditioned upon the execution and delivery of the acknowledgements of each of the Existing Member Jurisdictions in the form attached hereto as **Exhibit C** relating to the joinder of Bristol as a member of SWVRJA and the continuation of the Existing Member Jurisdictions of their obligations under their respective Support Agreements.

**2.2 Indemnification of VRA and SWVRJA and Payment of Costs.** To the extent permitted by law, Bristol agrees to indemnify, defend and save harmless VRA and SWVRJA, their officers, members, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, cost and expenses in any way connected with the joinder of Bristol as a member jurisdiction of SWVRJA, including, but not limited to, the execution and delivery of this Agreement, the Second Amended Service Agreement and the Bristol Support Agreement and any approvals in connection therewith. Bristol acknowledges and agrees to pay any expenses of SWVRJA or VRA and any professionals or advisors thereto in connection with Bristol joining SWVRJA, including, but not limited to, the execution and delivery of this Agreement, the Second Amended Service Agreement and the Bristol Support Agreement and any approvals in connection therewith.

### **ARTICLE III REPRESENTATIONS**

**3.1 No Default.** SWVRJA represents that no event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would currently constitute, an Event of Default under the Financing Agreements.

### **ARTICLE IV MISCELLANEOUS**

**4.1 Further Assurances.** SWVRJA and Bristol shall, to the fullest extent permitted by law, pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, revenues and other funds pledged or assigned by the 2013 Bond, the 2020 Bond and this Agreement, or as may be required to carry out the purposes of the 2013 Bond, the 2020 Bond and this Agreement.

**4.2 Successors and Assigns.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**4.3 Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**4.4 Ratification of Financing Agreements.** VRA and SWVRJA hereby reaffirm, ratify and confirm all terms of the Financing Agreements except as amended or modified by the terms of this Agreement.

**4.5 Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement, which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of VRA, SWVRJA and Bristol, as the case may be, only to the extent permitted by law.

**4.6 Headings.** The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

**4.7 Counterparts.** This Agreement and any Exhibit referenced herein may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY**

By: \_\_\_\_\_  
Stephanie L. Hamlett  
Executive Director

**SOUTHWEST VIRGINIA REGIONAL JAIL  
AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF BRISTOL, VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to:

**REGIONS BANK,**  
as Local Trustee as defined  
in the Financing Agreements

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION**  
as Trustee as defined in the  
Financing Agreements

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**SECOND AMENDED SERVICE AGREEMENT**

**EXHIBIT B**

**BRISTOL SUPPORT AGREEMENT**

**RESOLUTION OF THE SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY  
APPROVING THE CITY OF BRISTOL, VIRGINIA BECOMING A MEMBER OF THE  
AUTHORITY, THE EXECUTION AND DELIVERY OF AN AMENDED SERVICE  
AGREEMENT AND SUPPORT AGREEMENT OR AGREEMENTS IN CONNECTION  
THEREWITH**

**WHEREAS**, the Southwest Virginia Regional Jail Authority (the “**Authority**”) is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (the “**Act**”) by resolutions duly adopted by the governing bodies of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the City of Norton (collectively, the “**Member Jurisdictions**”) for the purpose of developing regional jail facilities (collectively, the “**Regional Jail**”) to be operated on behalf of the Member Jurisdictions by the Authority;

**WHEREAS**, the Authority and the Member Jurisdictions have entered into a Southwest Virginia Regional Jail Authority Service Agreement, dated February 1, 2003, which was amended to include Tazewell County, Virginia by an Amended Service Agreement, dated as of July 1, 2005 (together, the “**Service Agreement**”), pursuant to which the Authority constructed the Regional Jail and obtained financing therefor.

**WHEREAS**, the Authority has issued and sold to the Virginia Resources Authority (“**VRA**”), a public body corporate and political subdivision of the Commonwealth of Virginia, its \$65,955,000 Jail Facilities Revenue and Refunding Bond, Series 2013, as amended by an Allonge in connection with the 2020 Bond as described below (the “**2013 Bond**”), the proceeds of which, together with other available funds, were used to finance and refinance the construction of the Regional Jail (the “**Project**”);

**WHEREAS**, VRA purchased the 2013 Bond from a portion of the proceeds of its Series 2013A VRA Bonds (as more particularly defined in the below-defined 2013 Local Bond Sale and Financing Agreement, the “**2013 VRA Bonds**”), in accordance with the terms of a Local Bond Sale and Financing Agreement dated as of April 4, 2013, between VRA and the Authority, as amended (the “**2013 Local Bond Sale and Financing Agreement**”);

**WHEREAS**, the Authority has also issued and sold to VRA its \$37,880,000 Regional Jail Facility Revenue and Refunding Bond, Series 2020 (the “**2020 Bond**”), the proceeds of which, together with other available funds, were used to refund a portion of the 2013 Bond;

**WHEREAS**, VRA purchased the 2020 Bond from a portion of the proceeds of its Series 2020A VRA Bonds (as more particularly defined in the below-defined 2020 Local Bond Sale and Financing Agreement, the “**2020 VRA Bonds**”), in accordance with the terms of a Local Bond Sale and Financing Agreement dated as of April 14, 2020, between VRA and the Authority (the “**2020 Local Bond Sale and Financing Agreement**”);

**WHEREAS**, VRA's purchase of the 2013 Bond and the 2020 Bond were also conditioned upon each of the Member Jurisdictions undertaking non-binding obligations to appropriate from time to time moneys to the Authority in connection with payments due on the 2013 Bond and the 2020 Bond;

**WHEREAS**, the City Council (**the “City Council”**) of the City of Bristol, Virginia (**“Bristol”**) has determined that the most cost-effective method to finance its jail facility needs is to join the Authority as a member jurisdiction and access the Regional Jail as a full member and has requested the same of the Authority;

**WHEREAS**, pursuant to the Service Agreement, consent from each of the existing Member Jurisdictions is required for the joinder of a new member and any related amendment to the Service Agreement in connection therewith and, pursuant to the 2013 Local Bond Sale and Financing Agreement and 2020 Local Bond Sale and Financing Agreement, written consent from VRA is required for the same;

**WHEREAS**, the Authority has indicated that for the required consents to join the Authority, Bristol must agree to a Second Amended Service Agreement (**the “Amended Service Agreement”**) where Bristol agrees to contribute to the payment of costs and expenses of the Authority pursuant to the formula set forth in the Amended Service Agreement and to a Support Agreement similar in form to those provided by the existing Member Jurisdictions in connection with the issuance of the 2013 Bond and the 2020 Bond, the form of which is attached hereto as **Exhibit A (the “Bristol Support Agreement”)**.

**NOW, THEREFORE, BE IT RESOLVED BY THE SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY:**

1. The Authority Board hereby approves the following: (a) the joinder of Bristol as a member jurisdiction of the Authority as a member jurisdiction, (b) the execution and delivery of the Amended Service Agreement providing that Bristol receive the services and provide for payments pursuant to the formula set forth in the Amended Service Agreement and (c) the execution and delivery of the Bristol Support Agreement to secure Bristol’s share of debt service payments under the 2013 Bond and the 2020 Bond. As provided in the Service Agreement, the joinder of Bristol is not effective until all the existing Member Jurisdictions have approved such inclusion.
2. The Chairman and Vice Chairman of the Authority Board and the Authority Jail Superintendent, any of whom may act, are authorized to take all action necessary for Bristol to join the Authority as a member jurisdiction, including, but not limited to executing and delivering the Amended Service Agreement, substantially in the form of the existing Service Agreement, but including Bristol as a “Member Jurisdiction” thereunder and including the provisions set forth in the letter of conditions provided by the executive committee of the Authority attached hereto as **Exhibit B**, with such completions, omissions, insertions or changes not inconsistent with this resolution as may be approved by the Chairman and Vice Chairman of the Authority Board, in their sole discretion, the execution thereof by the Chairman and Vice Chairman of the Authority Board to constitute conclusive evidence of his or her approval of such completions, omissions, insertions or changes.

3. The Chairman and Vice Chairman of the Authority Board, either of whom may act, is hereby authorized and directed to execute and deliver the Bristol Support Agreement. The Bristol Support Agreement shall be in substantially the form presented to this meeting, which is hereby approved, with such completions, omissions, insertions or changes not inconsistent with this resolution as may be approved by the Chairman and Vice Chairman of the Authority Board, in their sole discretion, the execution thereof by the Chairman and Vice Chairman of the Authority Board to constitute conclusive evidence of his or her approval of such completions, omissions, insertions or changes.
4. The Chairman and Vice Chairman of the Authority Board and the Authority Jail Superintendent, any of whom may act, are hereby authorized and directed to carry out the obligations imposed by the Amended Service Agreement and the Bristol Support Agreement on the Authority, and to take all proper steps on behalf of the Authority as may be required or, including, but not limited to, any amendments, supplements or certifications under the Amended Service Agreement or Bristol Support Agreement in connection therewith, if any, or any other documents relating to the Amended Service Agreement, the Bristol Support Agreement and any payments in connection with the 2013 Bond and the 2020 Bond required by the Authority or VRA in connection with the matters described herein.
5. Nothing contained herein or in the Amended Service Agreement or the Bristol Support Agreement is or shall be deemed to be a lending of the credit of Bristol or any Member Jurisdiction to VRA or to any holder of the 2013 Bond or the 2020 Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of Bristol or any Member Jurisdiction.
6. The members of the Authority Board, the Authority Jail Superintendent and other employees, officers and agents of the Authority are authorized to take all actions and execute and deliver any and all other agreements, papers, instruments, opinions, certificates, affidavits and other documents, to accomplish other actions deemed necessary to accomplish the joinder of Bristol as a member jurisdiction of the Authority and the execution and delivery of the Amended Service Agreement and the Bristol Support Agreement, and to do or cause to be done any and all other acts and things necessary or proper for carrying out the purposes and intent of this resolution and the Amended Service Agreement and the Bristol Support Agreement, including any and amendments or supplements to the existing agreements entered into by the Authority and the Member Jurisdictions in connection with the 2013 Bond and the 2020 Bond reasonably requested by VRA. The same officers, employees and agents are authorized and directed to work with the Authority's financial advisor, Davenport & Company LLC, the Authority's bond counsel, Sands Anderson PC, and representatives of VRA, including without limitation McGuire Woods LLP, Bond Counsel to VRA, to perform all services and prepare all documentation necessary or appropriate for the execution and delivery of the Amended Service Agreement, the Bristol Support Agreement and any related documents or agreements.

7. The Authority acknowledges that Bristol has agreed to pay any expenses of the Authority or VRA and any professionals or advisors thereto in connection with Bristol joining the Authority and the Authority's approval hereof is expressly conditioned on such undertaking.
8. All actions previously taken by representatives or agents of the Authority in furtherance of the joinder of Bristol with the Authority and the execution and delivery of the Amended Service Agreement and the Bristol Support Agreement are hereby ratified and approved.
9. This resolution shall take effect immediately.

The members of the Authority Board voted as follows on the adoption of this Resolution:

<u>Authority Member</u>	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstentions</u>
-------------------------	-------------	-------------	---------------	--------------------

CERTIFICATE

I, \_\_\_\_\_, the undersigned Secretary/Treasurer of the Southwest Virginia Regional Jail Authority (the “Authority”), hereby certify that attached hereto is a true, correct and complete copy of a Resolution adopted by the Authority during an open meeting on \_\_\_\_\_, 2021, which Resolution has not been amended, modified or repealed as of the date hereof.

\_\_\_\_\_  
Secretary/Treasurer  
Southwest Virginia Regional Jail Authority

SEAL

## **EXHIBIT A**

### **SUPPORT AGREEMENT CITY OF BRISTOL, VIRGINIA**

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## **SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY**

### **SECOND AMENDED SERVICE AGREEMENT**

This Second Amended Service Agreement (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among the Southwest Virginia Regional Jail Authority (the “Authority”) and the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the Cities of Norton and Bristol, each of which is a political subdivision of the Commonwealth of Virginia (collectively the “Member Jurisdictions” and individually, a “Member Jurisdiction”).

### **RECITALS**

WHEREAS, pursuant to Article 3.1, Title 53.1 of the Code of Virginia, the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the City of Norton each adopted resolutions creating the Southwest Virginia Regional Jail Authority (the “Authority”) for the purpose of financing, acquiring, constructing and equipping regional jail facilities in the counties of Dickenson, Washington, and Scott (the “Jail Facilities”), and providing for its ongoing operation and maintenance for the benefit of the Member Jurisdictions; and,

WHEREAS, in order to pay the costs of constructing, equipping, maintaining and operating the Jail Facilities, the counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Washington, and Wise and the City of Norton, entered into a Service Agreement dated February 1, 2003, establishing their financial obligations to the Authority on terms and conditions set forth in said Agreement; and,

WHEREAS, the Authority and Member Jurisdictions agreed to accept Tazewell County as a Member Jurisdiction and entered into Amended Service Agreement dated July 1, 2005, reestablishing the financial obligations of the Member Jurisdictions to the Authority on terms and conditions set forth in said Amended Service Agreement; and,

WHEREAS, City of Bristol desires to become a Member Jurisdiction of the Authority and share certain costs with the equipping, maintaining, financing, and operating the Jail Facilities of the Authority; and,

WHEREAS, the Member Jurisdictions agree that City of Bristol will share in the costs of operation of the Jail Facilities as well as the debt service on the bonds or revenue

notes used to finance the construction of said Jail Facilities and renovations to the same based on the number of beds occupied by prisoners or inmates committed to the Sheriff of City of Bristol and housed at said Jail Facilities; and,

WHEREAS, City of Bristol will pay a per diem premium each day for every prisoner housed by the Authority up to a designated amount in addition to the debt service charge and Facilities Charge and Facilities Charges described herein to become a Member Jurisdiction; and,

WHEREAS, the Member Jurisdictions agree herein to pay certain amounts on the terms set forth in this Agreement to construct, renovate, equip, maintain, and operate the Jail Facilities of the Authority.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Authority and each of the Member Jurisdictions hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires.

“Agreement with Tazewell County” means the lease agreement between the Authority and Tazewell County to staff, operate, and maintain the Tazewell Jail Facility as the fourth jail facility of the Authority and the terms and conditions for Tazewell County to become a Member Jurisdiction.

“Annual Budget” has the meaning given to such term in Section 3.7.

“Applicable Laws” mean all applicable laws, ordinances, judgments, decrees, injunctions, writs, and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

“Authority” means the Southwest Virginia Regional Jail Authority.

“Authority Default” has the meaning given to such term in Section 8.1.

“Bonds” means revenue bonds and notes issued by the Authority in one or more series for permanent financing or refinancing of the design, site acquisition, construction,

equipping, financing, preoperational expenses, renovations, additions, and other costs of the Jail Facilities, including any additional revenue bonds and notes issued by the Authority for refunding of prior bonds or notes issued by it or for the financing of additional construction or improvements to the Jail Facilities.

“Chief Executive Officer” means the city manager, county administrator or other official exercising comparable authority, of each Member Jurisdiction.

“Debt Service Charge” means the charge imposed upon Tazewell County and City of Bristol as debt service on the bonds or revenue notes used to finance or refinance the Jail Facilities or renovations and additions to the same in the counties of Dickenson, Scott, and Washington based upon the number of beds occupied by prisoners committed to the Sheriff of Tazewell County and the Sheriff of the City of Bristol and housed at the Jail Facilities.

“Debt Service Reserve Fund” means the reserve fund established in Section 4.3.

“Expenses” mean all expenses which may reasonably be determined by the Authority to be attributable directly or indirectly to the ownership or operation of the Jail Facilities and payable as operating expenses in accordance with generally accepted accounting principles and state law and shall also include debt service payments on indebtedness of the Authority and other capital costs, required payments to the Operating Reserve Fund, required payments to the Debt Service Reserve Fund established in connection with the Bonds and other reasonable or necessary payments required to comply with covenants imposed by the Indenture and other documents under which Bonds are issued.

“Facilities Charge” and “Facilities Charges” means the amounts payable by the Member Jurisdictions as determined in accordance with the provisions of Section 4.1(a)(2).

“Facilities Charge Percentages” has the meaning given such term in Section 4.1(a)(2)(ii).

“Fiscal Year” means the annual accounting period from July 1 of one year to June 30 of the following year.

“Indenture” means the indenture of trust or trust agreement, as the same may be supplemented or amended from time to time, under which the Bonds are issued by the Authority.

“Jail Facility” means any of the jails operated by the Authority referred to herein as either Jail Facilities or Tazewell Jail Facility.

“Jail Facilities” means the three (3) separate regional jail facilities acquired, constructed, renovated, and equipped by and for the use of the Authority, from monies provided from proceeds of the Bonds and located in the Counties of Dickenson, Washington, and Scott, together with any additions or improvements thereto.

“Member Jurisdictions” means the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington, and Wise and the Cities of Norton and Bristol, each a political subdivision of the Commonwealth of Virginia, and such other political subdivision or subdivisions joining the Authority as provided in Section 5.7 but excluding any political subdivisions that may have withdrawn from the Authority as provided in Section 5.8.

“Member Jurisdiction” means any of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington, and Wise and the Cities of Norton and Bristol.

“Member Jurisdiction Default” has the meaning given to such term in Section 8.2.

“Net Expenses” means Expenses reduced by an amount equal to revenue received from (i) Non-Member Jurisdictions; (ii) Expenses of the Authority reimbursed by the Commonwealth of Virginia; and (iii) all other non-member revenue.

“Non-Member Jurisdictions” means political subdivisions or agencies thereof, including but not limited to, the federal government and the District of Columbia, which utilize the Jail Facilities.

“Non-Member Per Diem Rate” means the daily charge to Non-Member Jurisdictions for each Prisoner as determined from time to time by the Authority, unless specified by contract with the Authority, which initially shall be a rate not less than 150% of the Per Diem Rate.

“Notes” means bond anticipation notes issued by the Authority in November, 2001 and June, 2002 and refinancing or revenue anticipation notes from 2013 used to construct additions to the Jail Facilities and refinance 2020 VRA Bonds.

“Operating Reserve Fund” means the reserve fund established in Section 4.3.

“Per Diem Premium” means the charge imposed upon City of Bristol for admission or joinder to the Authority as a Member Jurisdiction.

“Per Diem Rate” means a uniform daily charge equal to Net Expenses divided by the total number of beds used by Member Jurisdictions in the preceding Fiscal Year divided

by 365 or 366 days, as the case may be; provided, however, for purposes of computing the Per Diem Rate prior to the Fiscal Year that begins on July 1, 2006, Net Expenses shall be divided by the estimated number of beds Member Jurisdictions are expected to use in the then current Fiscal Year divided by the estimated number of days the Jail Facilities are to be available for use in such Fiscal Year.

“Placed in Service” means the first day on which the Jail Facilities have been certified by the appropriate authority of the Commonwealth to accept Prisoners.

“Planning Study” means the feasibility study and conceptual design for the Jail Facilities prepared by Thompson & Litton, Engineers.

“Prisoner(s)” has the meaning given to such term in Section 3.1.

“Tazewell County” means Tazewell County, Virginia, a political subdivision of the Commonwealth, the tenth Member Jurisdiction of the Authority who did not participate in the issuance of the bonds or revenue notes used to finance the Jail Facilities in the Counties of Dickenson, Scott, and Washington.

“City of Bristol” means City of Bristol, Virginia, a political subdivision of the Commonwealth, the eleventh Member Jurisdiction of the Authority who did not participate in the issuance of the bonds or revenue notes used to finance the Jail Facilities or the renovations or additions to the same in the Counties of Dickenson, Scott, and Washington.

“Tazewell Jail Facility” means the jail facility located at the Courthouse in Tazewell, Virginia which was not acquired, constructed, or equipped from monies provided from proceeds of the bonds described herein used to construct the Jail Facilities.

## **ARTICLE II**

### **CONSTRUCTION AND FINANCING**

#### **Section 2.1 Construction of Jail.**

The Authority agrees to construct and equip the Jail Facilities substantially in accordance with the Planning Study.

#### **Section 2.2 Permits.**

The Authority will construct the Jail Facilities in accordance with the requirements of all Applicable Laws and the rules and regulations of the Virginia Board of Corrections. The Member Jurisdictions agree to provide reasonable assistance to the Authority in

complying with any such requirements, and will provide the Authority with any and all information that may be necessary in this regard.

### **Section 2.3 Jail Facilities: Agreement to Finance.**

The eligible construction cost of the Jail Facilities totaled approximately \$74,446,751. One-half of the eligible construction costs estimated at \$37, 223,376 was reimbursed by the Commonwealth of Virginia upon completion of construction. The Authority financed the cost of constructing and equipping the Jail Facilities, including but not limited to the costs of issuance and related expenses associated with such financing, through the issuance of the Bonds. In addition, the Authority issued the Notes to finance certain preliminary costs on an interim basis which were not repaid with a portion of the proceeds of the Bonds. The Member Jurisdictions each agree that the Bonds will be secured by, among other things, the payments made pursuant to this Agreement and that the Authority will be issuing the Bonds in reliance on the representations and obligations of each of the Member Jurisdictions set forth in this Agreement. To become a Member Jurisdiction, Tazewell County paid a per diem premium for a period of ten (10) years and allowed the Authority to assume control, staff, operate, and maintain the Tazewell Jail Facility as the fourth jail facility of the Authority. Furthermore, Tazewell County entered into an Agreement to sublease that portion of the Tazewell County Courthouse utilized as the Tazewell County Jail for the Authority to equip, operate, and maintain the same as the fourth Jail Facility of the Authority under such terms and conditions as may be deemed appropriate by the Authority.

The Authority in 2020 refinanced the 2013 Bonds and financed a portion of the construction and improvement of additions to the Jail Facilities in Dickenson, Washington, and Scott Counties through the Virginia Resources Authority with the remaining financing of the improvements to said Jail Facilities through the issuance of a grant revenue anticipation note. With the additions and improvements to the above named Jail Facilities, City of Bristol requested to become a Member Jurisdiction of the Authority and share in the cost of constructing, financing, equipping, and operating the Jail Facilities of the Authority. To become a Member Jurisdiction, City of Bristol shall pay the per diem premium described below in paragraph 4.7 in addition to all other payments and obligations pursuant to this Second Amended Service Agreement.

## **ARTICLE III**

### **PROVISIONS OF SERVICE, OPERATION, AND MAINTENANCE**

#### **Section 3.1 Acceptance of Prisoners.**

(a) Immediately after the Jail Facilities and Tazewell Jail Facility are Placed in Service, the Authority will accept Prisoners from each of the Member Jurisdictions (and to the extent space is available, from Non-Member Jurisdictions) who have been (i) duly arrested for committing a criminal offense and held over pending trial; or (ii) duly

convicted of committing a criminal offense and sentenced to a term of incarceration by a court having proper jurisdiction (the "Prisoners"). In the event the Jail Facilities and Tazewell Jail Facility are at capacity with Prisoners, the Authority shall continue to accept all Prisoners committed to it by a Member Jurisdiction and shall be responsible for arranging incarceration of such Prisoners, for transportation thereof and for all costs associated therewith.

(b) The Authority shall exercise its best efforts to keep the Jail Facilities and Tazewell Jail Facility full of Prisoners at all times. Prisoners of Member Jurisdictions shall be given a preference over those of Non-Member Jurisdictions; however, to the extent space is available, the Authority will endeavor to accept Prisoners from Non-Member Jurisdictions. The Authority shall attempt to place Member Jurisdiction Prisoners in the closest of the Jail Facilities and the Tazewell Jail Facility to such Member Jurisdiction. If a Non-Member Jurisdiction's Prisoner prevents placement in the closest of the Jail Facilities or Tazewell Jail Facility to such Member Jurisdiction, such Non-Member Jurisdiction's Prisoner shall be transferred to another of the Jail Facilities or Tazewell Jail Facility operated by the Authority, if space is available, to allow space for the Member Jurisdiction Prisoner at the closest of the Jail Facilities or Tazewell Jail Facility to such Member Jurisdiction. Non-Member Jurisdictions shall be responsible for all costs associated with such transportation unless otherwise provided for by contract with the Authority. Further, to the extent a Member Jurisdiction Prisoner is placed in one of the Jail Facilities or Tazewell Jail Facility that is not the closest to the Member Jurisdiction, then at such time as space is available in the closest of the Jail Facilities or Tazewell Jail Facility, the Authority agrees to transport the Member Jurisdiction Prisoner to such closest Jail Facility unless said Member Jurisdiction Prisoner is placed in a certain Jail Facility for a specific purpose other than lack of available space at the closest Jail Facility. The Authority is responsible for all costs associated with transportation of said Member Jurisdiction Prisoner.

### **Section 3.2 Commitment of Prisoners.**

(a) After the Jail Facilities are Placed in Service and until final Payment of the Bonds, each Member Jurisdiction agrees, to the extent permitted by law: (1) to be obligated to commit promptly all of its Prisoners to the custody of the Authority and (2) to refuse to pay for the incarceration of any Prisoner committed to the custody of its Sheriff that is incarcerated in any facility other than the Jail Facilities or Tazewell Jail Facility of the Authority unless in the case of either: (i) commitment of any such Prisoner to a facility other than the Jail Facilities or Tazewell Jail Facility is ordered by a court of competent jurisdiction; (ii) a court of competent jurisdiction orders the Member Jurisdiction to make such a payment; or (iii) the Authority, in breach of this Agreement, refuses to accept any such Prisoner. The Member Jurisdiction shall have the right to seek reimbursement of its costs for the incarceration of any such Prisoner from the Authority, if the Authority unjustifiably refuses to accept any such Prisoner.

(b) Upon the Jail Facilities and Tazewell Jail Facility being Placed in Service, each Member Jurisdiction, to the extent permitted by law, agrees that it shall cease to use its existing jail facilities except for use as temporary holding cells prior to commitment of Prisoners to the custody of the Authority.

(c) The Authority agrees to assist the Member Jurisdictions in evaluating the feasibility of utilizing its existing local jail facilities or in the demolition or conversion to other use of such existing local jail facilities.

### **Section 3.3 Transportation of Prisoners.**

Unless the Member Jurisdictions and the Authority agree otherwise, the Authority shall be responsible for the transportation of Prisoners from such Member Jurisdiction to the appropriate Jail Facility or Tazewell Jail Facility for processing and for all costs, expenses, and security relating to such Prisoners during transportation. The Authority agrees to provide transportation of such Prisoners to and from any and all court appearances and shall remain with and maintain responsibility for such Prisoners while such Prisoners await court appearance, unless otherwise agreed by the parties.

### **Section 3.4 Operation and Maintenance.**

The Authority will acquire, design, construct, equip, finance, operate, and maintain the Jail Facilities or Tazewell Jail Facility in accordance with the rules and regulations of the Virginia Board of Corrections and all other Applicable Laws. The Authority shall be an equal opportunity employer.

### **Section 3.5 Insurance.**

The Authority will maintain hazard, liability, or such other insurance as may be required by Applicable Law or which the Authority may deem advisable to protect the interest of the Authority and its Member Jurisdictions. Any such insurance policies shall include the Member Jurisdictions as additional insureds thereunder to the extent of their respective interest. Additionally, the Authority shall obtain surety or fiduciary bonds on Authority employees who have access to Authority funds, bank accounts, deposits or receivables.

### **Section 3.6 Annual Report.**

Within 30 days of the end of each of the Fiscal Year quarters, the Authority will provide each Member Jurisdiction with a statement of revenues and expenditures of the Authority for the preceding quarter, including data on the utilization of the Jail Facilities and Tazewell Jail Facility by the Member Jurisdictions and other users of the Jail Facilities.

The Authority will cause an annual audit to be performed and completed by October 31 of each year for the immediately preceding Fiscal Year by an independent certified public accountant. The final report shall include an estimate of the Fiscal Year-end adjustments to be paid by or credited to each Member Jurisdiction in the following Fiscal Year pursuant to Section 4.1 (a)(4) to reflect actual utilization of the Jail Facilities and Tazewell Jail Facility. A copy of the auditor's report will be delivered to the Chief Executive Officer of each Member Jurisdiction promptly upon completion.

### **Section 3.7 Annual Budget.**

The Authority shall provide to each Member Jurisdiction on or before each January 31st of each calendar year, the Authority's preliminary Annual Budget for the next Fiscal Year and on or before April 30 of each calendar year its final Annual Budget for the next Fiscal Year. Such Annual Budget shall set forth the Facilities Charge Percentage for each Member Jurisdiction, the projected number of Prisoners from each Member Jurisdiction, as well as any payment adjustments that are due to be paid or credited pursuant to Section 4.1(a)(4). The Authority agrees to set, and revise as needed, the Facilities Charges sufficient to generate revenue adequate to pay Net Expenses. Within ten (10) days of any revision to the Facilities Charge, the Authority shall notify each Member Jurisdiction of such revision. The Authority shall promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

Each Member Jurisdiction hereby directs its Chief Executive Officer to include in each annual budget submitted to the governing body of his or her jurisdiction or in an amendment thereto, sufficient funds to cover the payment of the Facilities Charge assessed by the Authority in each Fiscal Year including any subsequent revisions thereto during the course of such year. Each Member Jurisdiction hereby directs its Chief Executive Officer to notify the Authority (i) by July 1 of each year, of the amount so budgeted by the Member Jurisdiction and (ii) at any time, of any amendments to the amount so budgeted by the Member Jurisdiction.

To assist the Member Jurisdictions in estimating their obligations to the Authority, the Authority will develop a policy, which it may amend from time to time, for forecasting its revenues and expenditures over future periods of up to five (5) years beyond the then current Fiscal Year. The forecast will be revised annually and distributed to the Member Jurisdictions during the budget setting process.

### **Section 3.8 Books and Records; Fiscal Agent.**

The Authority will maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Jail Facilities and Tazewell Jail Facility. The books and records of account of the Authority

shall be audited annually by a firm of independent public accountants selected by the Authority. The Authority may contract with one of its Member Jurisdictions for the Member Jurisdiction to serve as fiscal agent for the Authority. All books of record and account and documents in the Authority's (or its fiscal agent's) possession relating to the Jail Facilities shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

### **Section 3.9 Preliminary Responsibilities.**

Before the Jail Facilities are Placed in Service, the Authority will be responsible for (i) the final design, construction and equipping of the Jail Facilities; (ii) the employment or procurement and equipping of the Jail Facilities; (iii) the adoption of rules, regulations, policies and guidelines for the operation and maintenance of the Jail Facilities, not inconsistent with the standards of the Virginia Board of Corrections; and (iv) the arrangements for financing the Jail Facilities.

### **Section 3.10 Annual Per Diem Rate Calculation.**

The Authority will provide each Member Jurisdiction, annually, following the end of each Fiscal Year, the calculation for the effective Per Diem Rate for such Member Jurisdiction for its usage of the Jail Facilities and Tazewell Jail Facility.

## **ARTICLE IV**

### **PAYMENTS**

### **Section 4.1 Payments from Member Jurisdictions.**

#### **(a) Facilities Charges.**

(I) In each Annual Budget, the Authority shall establish the Facilities Charge for the following Fiscal Year which shall be revised as necessary as provided in Section 3.7.

(2) (i) The Facilities Charge shall be invoiced quarterly by the Authority 30 days in advance of service and shall be payable no later than July 15, October 1, January 1, and April 1 in each year, beginning July 15, 2005. Notwithstanding the foregoing, if as a result of construction cost overruns, cost savings or delays in construction, or early completion of construction, or any combination thereof, it becomes necessary to accelerate or delay payment of the first Facilities Charge, the Authority and the Member Jurisdictions will make such adjustment as may be necessary or appropriate for timely payment of Net Expenses.

(ii) In order to facilitate the successful financing of the Jail Facilities, the Member Jurisdictions agree to pay their ratable share of the Facilities Charge as budgeted by the Authority in accordance with the percentages established annually pursuant to this Section (the “Facilities Charge Percentages”) notwithstanding the actual number of Prisoners committed or expected to be committed, subject to Fiscal Year-end adjustment to reflect actual use.

(A) Unless the Member Jurisdictions mutually agree upon other percentages due to a change in proportionate Prisoner populations, the Facilities Charge for each Member Jurisdiction shall be based upon the actual Prisoner count at the end of the fiscal year after reconciliation subject to Paragraph 4.7(a). For the period commencing on the date of this Agreement through the Fiscal Year ending June 30, 2022, the proposed Facilities Charge will be paid in accordance with the following percentages:

<b>Member Jurisdiction</b>	<b>Estimated Bed Usage</b>	<b>Facilities Charge Percentage</b>
Buchanan County	150	7%
Dickenson County	100	5%
Lee County	140	6%
Russell County	180	9%
Scott County	195	10%
Smyth County	195	10%
Tazewell County	320	16%
Washington County	320	16%
Wise County	205	10%
City of Norton	20	1%
City of Bristol	200	10%
<b>Total</b>	<b>2,025</b>	<b>100.00%</b>

(B) Beginning with the Fiscal Year that commences July 1, 2007, the budget Facilities Charge Percentages shall be adjusted each Fiscal Year to approximate the actual proportionate use of the Jail Facilities and Tazewell Jail Facility by the Member Jurisdictions as of the end of the immediately preceding Fiscal Year. Such actual proportionate use for each Member Jurisdiction shall be determined by a fraction the numerator of which shall be the number of Prisoner beds used by the Member Jurisdiction during the immediately preceding Fiscal Year and the denominator of which shall be the total number of Prisoner beds used by all Member Jurisdictions in the immediately preceding Fiscal Year. Notwithstanding the foregoing, the Authority and the Member

Jurisdictions may use such other method for annually adjusting budgeted Facilities Charge Percentages as may be mutually agreeable.

(3) If not paid when due, the Facilities Charge shall bear interest at  $\frac{3}{4}\%$  per month until paid; provided, however, that this provision shall not apply in instances where Applicable Law prescribes some other due date or late payment charge. If not paid on the date payment is due, a Member Jurisdiction shall be charged at the Non-Member Per Diem charge for its Prisoners in accordance with Section 4.1(c) until all amounts due and unpaid have been fully paid.

4) By the end of each October following the immediately preceding Fiscal Year, the Authority shall reconcile the total amount of each Member Jurisdiction's payments to reflect the amount each Member Jurisdiction should have paid during such year based upon actual proportionate use of the Jail Facilities and Tazewell Jail Facility and compare it to the amount paid by each Member Jurisdiction. Any Member Jurisdiction which has underpaid shall be notified by the Authority of the amount of the shortfall, which amount shall be paid as an additional sum in equal quarterly installments over the next Fiscal Year. Any Member Jurisdiction that has overpaid shall be entitled to a refund or a credit, as such Member Jurisdiction may elect, in the amount of such overpayment to be applied in equal quarterly installments over the next Fiscal Year; provided, however, no Member Jurisdiction shall be entitled to a full credit until such time as the Authority has received payment of all underpaid amounts. In the event the Authority receives a portion but not all of the payments due for underpaid bills, the Authority shall apply the amount received ratably as a partial credit to the Member Jurisdictions which overpaid.

(b) The obligation of each Member Jurisdiction to pay the Facilities Charge in advance shall be subject to and contingent upon appropriations being made for such purpose by the governing body of such Member Jurisdiction.

(e) If Facilities Charges due and payable in advance as set forth in Section 4.1(a)(2) are not paid within 30 days of their respective due dates, each Member Jurisdiction hereby agrees to pay, on a monthly basis, the Non-Member Per Diem Rate for each Prisoner committed to the Jail Facilities or Tazewell Jail Facility during preceding calendar month. All payments pursuant to this paragraph shall be due and payable not later than 30 days following the date of the Authority's invoice setting forth the amounts due for the services rendered by the Authority in housing such Member Jurisdiction's Prisoners.

(d) Prior to the issuance of the Bonds, if for any reason the Jail Facilities are not Placed in Service, the Member Jurisdictions shall reimburse the Authority for all expenses, including debt service on the Authority's interim financings, not previously paid by the Member Jurisdictions pursuant to the percentages contained in the table in Section 4.1(a)(2): provided, however, that the payment required by any Member Jurisdiction, will be subject to the appropriation of funds for such purpose by the governing body of such

## Member Jurisdiction.

(e) Commencing on the date of issuance of the Bonds, if the Authority lacks sufficient funds to pay scheduled debt service on the Bonds, or to pay any debt service reserve funding requirements. The Authority shall promptly notify the Member Jurisdictions of the amount of each insufficiency. Upon such notification, each Member Jurisdiction agrees to pay, subject to the conditions contained in this paragraph, a portion of such deficit equal to its Facilities Charge Percentage then in effect for the then current Fiscal Year as determined pursuant to Section 4.1 (a)(2). Any such payment under this paragraph shall be subject to the appropriation of funds by the governing body of each Member Jurisdiction. In no event shall the obligation of any Member Jurisdiction, under this paragraph (e) or the immediately preceding paragraph (d) be deemed to constitute a debt within the meaning of the Constitution of Virginia.

(f) The Authority shall notify all Member Jurisdictions not later than 30 days after any payment due date if a Member Jurisdiction fails to pay any charge when due, and shall pursue with diligence the collection of such past due amount. The notice shall include a statement of the Authority's intention to adjust the remaining payments due during the Fiscal Year (and thereafter if such default is not cured) from all non-defaulting Member Jurisdictions and shall state the amount of the adjusted charge. The adjustment shall be based upon a reallocation of Facilities Charge Percentages to all non-defaulting Member Jurisdictions. Upon payment in full of the amount in arrears by the defaulting Member Jurisdiction the Authority shall readjust charges to the Member Jurisdictions to pre-default levels and credit all non-defaulting Member Jurisdictions in the appropriate amount for any excess payments previously made at the default adjusted rate. The Authority shall make other adjustments as may be necessary to the Facilities Charge during the Fiscal Year to meet expenses and to comply with any covenant entered into in connection with issuance of the Bonds.

### **Section 4.2 Payments from other Jurisdictions.**

Within the limits allowed by law, the Authority shall establish a Non-member Per Diem Rate for the care, maintenance and subsistence of Prisoners from Non-Member Jurisdictions. Such Non-Member Per Diem Prisoner charge shall be due and payable to the Authority from Non-Member Jurisdictions having Prisoners in the Jail Facilities no later than the fifteenth day of the month next following the month in which the charge was incurred and if not paid when due shall bear interest at the rate of 1% per month until paid; provided, however, that the provision as to interest on late payments shall not apply in instances where state law prescribes some other due date or late payment charge. Revenue received from all sources other than the Member Jurisdictions shall be used to pay Expenses.

### **Section 4.3 Operating Reserve Fund and Debt Service Reserve Fund.**

Upon the Jail Facilities being placed in Service, the Authority agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to not less than 60 days of Expenses, excluding debt service requirements, contained in the Annual Budget for such year. The Operating Reserve Fund will be established as a separate account and will be used to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its actual Net Expenses. Upon the issuance of the Bonds, the Authority agrees to provide for a Debt Service Reserve Fund to be held by the trustee under the Indenture and in an amount not less than the maximum annual debt service on the Bonds as further described in the Indenture. The Authority agrees to provide for contributions to the Debt Service Reserve Fund in each of its Annual Budgets to the extent necessary to maintain the amounts therein at not less than the minimum amount required. The Debt Service Reserve Fund will be established as a separate account held by the trustee under the Indenture for the Bonds.

#### **Section 4.4 Commonwealth Reimbursement Grants.**

Any funds that the Authority receives from the Commonwealth of Virginia as reimbursement for the cost of constructing the Jail Facilities will be applied immediately to the payment of the notes portion of the Bonds.

#### **Section 4.5 Limitation of Liability.**

The only obligation of the Member Jurisdictions to pay for the establishment, operation, or maintenance of the Jail Facilities and the Tazewell Jail Facility arises out of this Agreement. No such payment for future responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation. Nothing in this Agreement shall constitute a pledge of the full faith and credit of any Member Jurisdiction under any provision of its charter, if any, or the Constitution of Virginia.

#### **Section 4.6 Paragraph Reserved.**

#### **Section 4.7 Payments and Contributions by City of Bristol.**

(a) Per Diem Premium: City of Bristol shall pay the Authority a per diem premium, in addition to the debt service charge, Facilities Charge, and Facilities Charges set forth herein, of Two Dollars Seventy-Five Cents (\$2.75) per Prisoner committed to the Authority and housed at the Jail Facilities and Tazewell Jail Facility each day for ten (10) years commencing on the day Prisoners are committed to the Authority from City of Bristol pursuant to this Agreement. The per diem premium described herein shall be in addition to the debt service charge, Facility Charge, and Facilities Charges herein. Furthermore, City of Bristol shall pay the per diem premium herein based upon a minimum of two hundred (200) prisoners per day, or the actual number of inmates housed, whichever is

greater.

(b) **Debt Service Charge:** City of Bristol shall pay annually a debt service charge on the bonds or revenue notes used to finance or refinance the costs of construction of the Jail Facilities and the renovations and additions to the same. The debt service charge described herein in this Second Service Agreement shall be based upon a minimum of two hundred (200) prisoners per day, or the actual number of inmates housed, whichever is greater, committed to the Sheriff of the City of Bristol and housed by the Authority at the Jail Facilities located in Dickenson, Scott, and Washington Counties or the Tazewell Jail Facility. The debt service charge described herein shall be in addition to the Per Diem Premium set forth above and the Facilities Charge and Facilities Charges imposed annually on each Member Jurisdiction pursuant to the Service Agreements described herein and entered into by the Member Jurisdictions.

(c) City of Bristol shall donate two vehicles to the Authority upon approval of this Service Agreement capable of transporting prisoners.

(d) City of Bristol shall pay all legal fees in connection with becoming a Member Jurisdiction, including but not limited to, the approvals associated with the Bonds.

(e) The per diem premiums collected by the Authority for ten (10) years shall be reallocated or reimbursed at the end of each fiscal year to the other ten (10) Member Jurisdictions based upon the average number of Prisoners housed during the fiscal year by each of the other ten (10) Member Jurisdictions.

## **ARTICLE V**

### **ADDITIONAL AGREEMENTS**

#### **Section 5.1 Sale or Other Conveyance.**

Except as specifically permitted under the Indenture, the Authority will not sell, lease, sublease, assign, convey, or otherwise voluntarily dispose of any of the Jail Facilities or any material interest in the Jail Facilities unless the Bonds and any other debt incurred by the Authority have been paid or otherwise deemed paid or defeased in accordance with the Indenture or other agreements pursuant to which the Bonds or other debt was issued,

#### **Section 5.2 Further Documents and Data.**

The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

### **Section 5.3 Right to Access.**

Each of the Member Jurisdictions will have reasonable access to the Jail Facilities and Tazewell Jail Facility in order to monitor the Authority's compliance with the terms of this Agreement.

### **Section 5.4 Confidentiality.**

The Authority will maintain all records and files on the Prisoners on a confidential basis in accordance with all Applicable Laws. Each of the Member Jurisdictions will maintain the confidential nature of all records and files relating to the Prisoners in accordance with all Applicable Laws.

### **Section 5.5 Notification.**

The Authority will promptly furnish to each of the Member Jurisdictions a copy of any notice or order of any governmental authority asserting that the Authority, the Jail Facilities, or the Tazewell Jail Facilities are not in compliance in any material respect with any Applicable Law.

### **Section 5.6 Tax-Exemption Covenant; Continuing Disclosure.**

(a) The Authority intends to issue the Bonds in a manner such that the interest thereon is excludable from gross income for Federal income tax purposes under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended and applicable rules and regulations. The Authority and each of the Member Jurisdictions agrees that, after the Bonds have been issued, they will not take any action or omit to take any action, which would adversely affect such exclusion of interest.

(b) Pursuant to Section 15c2-12 (b) of the regulations issued by the Securities and Exchange Commission (the "Rule"), the Authority shall, and Member Jurisdictions may, be required to agree with the underwriters of the Bonds, and for the benefit of the owners of the Bonds, to supply certain national municipal securities information repositories for as long as the Bonds are outstanding certain financial information on an annual basis and notification of certain specified material events affecting the Authority and the Member Jurisdictions in compliance with such Rule. The requirements of this ongoing disclosure requirement will be set forth in a continuing disclosure agreement relating to the issuance of the Bonds. Each of the Member Jurisdictions agrees to comply with the ongoing disclosure requirements described above to the extent required therein, including, but not limited to, providing the Authority with timely notice of the occurrence of any of the

specified events which is material to its operations as set forth in the Rule.

#### **Section 5.7 Additional Members.**

Any city or county in Virginia may, with the approval of its governing body and with the consent of all the Member Jurisdictions, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Authority.

#### **Section 5.8 Withdrawal of Membership.**

(a) Any Member Jurisdiction may withdraw from membership in the Authority by resolution or ordinance of its governing body; however, no Member Jurisdiction shall be permitted to withdraw from the Authority after the Bonds have been issued and remains outstanding unless (1) the withdrawal is consented to by unanimous vote of the Member Jurisdictions; and (2) the withdrawing Member Jurisdiction shall have agreed to pay its proportionate share of the costs of the Jail Facilities financed with Bonds or other indebtedness, such proportionate share to be determined by multiplying the then unpaid principal portion of the Bonds or other indebtedness by the withdrawing Member Jurisdiction's average actual use of Prisoner beds (as determined by Section 4.1(e)(2)(ii)) in the two Fiscal Years immediately preceding the effective date of withdrawal plus such other amounts as shall be sufficient to pay any premium then due or to be due and interest accruing on the withdrawing Member Jurisdiction's proportionate share of such unpaid principal until the date the Bonds or other indebtedness shall be next eligible for redemption.

(b) The Member Jurisdictions shall not dissolve the Authority during any period in which Bonds or Notes are outstanding without providing by way of agreement or through some other arrangement for payment or defeasance of the principal of, premium, if any, and interest then remaining to be paid on such Bonds or Notes and any expenses related thereto. Any such agreement or arrangement shall be subject to the appropriation of funds for such purpose by the governing bodies of the Member Jurisdictions.

#### **Section 5.9 Preferential Hiring.**

Qualified employees of any of the correctional departments of the sheriffs of any of the Member Jurisdictions shall be given preferred consideration for employment at the Jail Facilities and Tazewell Jail Facility by the Authority, subject to the employment policies and procedures adopted by the Authority.

### **ARTICLE VI**

## **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF AUTHORITY**

In addition to the covenants in other Articles of this Agreement, the Authority represents, warrants, and covenants as follows:

### **Section 6.1 Organization, Authorization and Validity.**

The Authority is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Agreement enforceable against the Authority in accordance with the terms.

### **Section 6.2 Authority.**

The Authority has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

### **Section 6.3 Non-Contravention.**

The execution and delivery of this Agreement by the Authority and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the resolutions creating the Authority, the bylaws of the Authority or any material indenture, contract or other agreement or arrangement to which the Authority is a party or by which any of its properties are bound, or any Applicable Law by which the Authority is bound.

### **Section 6.4 Litigation.**

The Authority is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement.

### **Section 6.5 Approvals.**

Except for approvals that may be required by the Virginia Board of Corrections and any approvals that may be required for reimbursements from the Commonwealth of Virginia, the Authority does not require the consent or approval of any governmental body

to carry out the terms of this Agreement.

## **ARTICLE VII**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF MEMBER JURISDICTIONS**

Each of the Member Jurisdictions represents, warrants, and covenants as follows:

#### **Section 7.1 Organization. Authorization and Validity.**

Each of the Member Jurisdictions is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed, and delivered this Agreement. The obligations of each of the Member Jurisdictions in this Agreement are valid, legal, and binding agreements enforceable against each of the Member Jurisdictions in accordance with the terms of this Agreement.

#### **Section 7.2 Authority.**

Each of the Member Jurisdictions has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by it would prevent or materially and adversely affect its individual performance under this Agreement.

#### **Section 7.3 Non-Contravention.**

The execution and delivery of this Agreement by each of the Member Jurisdictions and the consummation of the transactions contemplated herein will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of any charter, resolution or ordinance, any material indenture, contract or agreement or arrangement to which it is a party or by which any of its properties are bound, or any Applicable Law by which it is bound.

#### **Section 7.4 Litigation.**

None of the Member Jurisdictions is a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge threatened, which would materially and adversely affect its ability to perform under this Agreement.

## **ARTICLE VIII**

## **DEFAULTS AND REMEDIES**

### **Section 8.1 Default by Authority.**

‘The occurrence of any one or more of the following events will constitute an “Event of Default” by the Authority (“**Authority Default**”):

(a) failure of the Authority to pay principal of or interest when due on any Bonds or Notes or other temporary or permanent financing for the Jail Facilities issued or obtained by the Authority pursuant to this Agreement;

(b) if the Authority is for any reason rendered incapable of performing any of its material obligations under this Agreement;

(c) the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

(d) the Authority defaults on any of its material obligations under any agreement pursuant to which the Bonds, the Notes or oilier temporary or permanent financing for the Jail Facilities are issued or obtained by the Authority pursuant to this Agreement and such default is not cured within the applicable cure period;

(e) any proceeding is instituted, with the consent or acquiescence of the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are tinder any circumstances payable from the funds of the Authority; or

f) the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Authority by any of the Member Jurisdictions.

### **Section 8.2 Default by Member Jurisdictions.**

(a) The occurrence of any one or more of the following events will constitute an “Event of Default” by any Member Jurisdiction (“**Menber Jurisdiction Default**”):

(1) failure of any of the Member Jurisdictions to make payments of Facilities Charges when due;

(2) failure of any of the Member Jurisdictions to make payments based on the Non-Member Per Diem Rate when due, if applicable;

(3) any of the Member Jurisdictions, for any reason, being rendered incapable of fulfilling its obligations under this Agreement; or

(4) any proceeding is instituted, with the consent or acquiescence of any of the Member Jurisdictions, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the finds of such Member Jurisdiction; or

(5) any of the Member Jurisdictions defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

(b) Notwithstanding anything contained in this Section to the contrary, (1) failure by a Member Jurisdiction to pay when due any payment required to be made under this Agreement (other than payments due pursuant to Section 4.1(c)) or (2) failure by a Member Jurisdiction to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement. either of which results from failure of such Member Jurisdiction to appropriate moneys for such purposes shall not constitute a Member Jurisdiction Default. Upon any such failure to appropriate, the provisions of Section 8.4(b) shall be applicable.

### **Section 8.3 Remedies of Member Jurisdictions.**

Upon the occurrence of an Authority Default, any of the Member Jurisdictions, after giving notice of such Authority Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement.

### **Section 8.4 Remedies of Authority.**

(a) Upon the occurrence of a Member Jurisdiction Default, the Authority, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the defaulting Member Jurisdiction to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement. The Authority may also refuse to accept Prisoners from such defaulting Member Jurisdiction until the default has been cured.

(b) If by June 30th of ally year the governing body of a Member Jurisdiction has

failed to appropriate moneys sufficient for the payment in the following Fiscal Year of its (i) Facilities Charges pursuant to the provisions Section 4. 1 (a)(2); and (ii) any other amounts due pursuant to the provisions Section 4.1(a)(4), the Chief Executive Officer of such Member Jurisdiction shall give notice to the Authority and the trustee under the Indenture of such failure within five (5) business days thereafter, and if no such appropriation has been made by the following July 15, the Authority may declare due and payable the Member Jurisdiction's proportionate share of the costs of the Jail Facilities financed with Bonds or other indebtedness, such proportionate share of costs to be determined as set forth in Section 5.8(a)(2), provided; however, such share shall be subject to annual appropriation by the governing body of such Member Jurisdiction. The Authority may also refuse to accept Prisoners from any Member Jurisdiction which fails to appropriate sums sufficient to meet its obligations under this Agreement.

#### **Section 8.5 Remedies Not Exclusive.**

No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy; and each remedy is cumulative and in addition to every other remedy given under this Agreement or hereafter existing at law, in equity or by statute.

### **ARTICLE IX**

#### **MISCELLANEOUS**

#### **Section 9.1 Severability of Invalid Provisions.**

If any clause, sentence, provision or section of this Agreement is held to be illegal or invalid by any Court, the invalidity of the clause, sentence, provision or section will not affect any of the remaining clauses, sentences, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, sentence, provision or section had not been contained in it.

#### **Section 9.2 Notices.**

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be effective when delivered in person or sent in the United States mail postage prepaid, to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

If to the Authority:

Stephen Clear, Superintendant  
Southwest Virginia Regional Jail Authority  
15205 Joe Derting Drive  
Abingdon, VA 24210

If to Buchanan County:

County Administrator  
P.O. Drawer 950  
Grundy, Virginia 24614

If to Dickenson County:

County Administrator  
P.O. Box 1098  
Clintwood, Virginia 24228

If to Lee County:

County Administrator  
P.O. Box 367  
Jonesville, Virginia 24263

If to Russell County:

County Administrator  
121 F. Main Street  
Lebanon, VA 24266

If to Scott County:

County Administrator  
112 Water Street. Suite I  
Gate City. Virginia 24251

If to Smyth County:

County Administrator  
121 Bagley Circle, Suite 100  
Marion, Virginia 24354

If to Tazewell County:

County Administrator  
108 E. Main St  
Tazewell, VA 24651

If to Washington County:

County Administrator  
205 Academy Drive  
Abingdon, Virginia 24210

If to Wise County:

County Administrator  
P.O. Box 570  
Wise, Virginia 24293

If to the City of Norton:

City Manager  
P.O. Box 618  
Norton, Virginia 24273

If to the City of Bristol

City Manager  
300 Lee Street  
Bristol, VA 24201

**Section 9.3 Execution of Agreement.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 9.4 Governing Law.**

This Agreement shall be governed by and construed and enforced in accordance with, the *laws* of the Commonwealth of Virginia.

**Section 9.5 Amendments.**

This Agreement may be changed or amended only with the consent of the Authority and each of the Member Jurisdictions. After the issuance of the Bonds, no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which the Bonds or other temporary or

permanent financing for the Jail Facilities are issued or obtained by the Authority.

**Section 9.6 Effective Date of Agreement.**

This Agreement will be effective from the date of its execution and delivery by all of the Member Jurisdictions and the Authority.

**Section 9.7 Waiver.**

Any waiver by any party of its rights under this Agreement must be in writing and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all monies required to be paid by the Member Jurisdictions under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

SOUTHWEST VIRGINIA REGIONAL JAIL  
AUTHORITY

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF BUCHANAN

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF DICKENSON

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF LEE

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF RUSSELL

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF SCOTT

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF SMYTH

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF TAZEWELL

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF WASHINGTON

BY: \_\_\_\_\_  
CHAIRMAN

COUNTY OF WISE

BY: \_\_\_\_\_  
CHAIRMAN

CITY OF NORTON

BY: \_\_\_\_\_  
MAYOR

CITY OF BRISTOL

BY: \_\_\_\_\_  
MAYOR

**EXHIBIT B**

**TERM SHEET FOR BRISTOL JOINDER**

To: SWVRJA Board Members

From: Stephen Clear

Subject: Executive Committee Meeting With the City of Bristol

On Friday September 10, the executive committee met with representatives from the City of Bristol. Below is a list of points of agreement to begin the formation of a contract.

1. City of Bristol will pay for all legal/financial fees needed to facilitate the agreement.
2. City of Bristol will purchase two vans to transport inmates between Bristol and the Abingdon facility.
3. The Authority will interview, with the intention of hiring, Bristol's current jail employees that do not stay with the Sheriff's Department. All employee hire dates will be transferred along with 12 weeks or less of previously accrued sick leave time. One week previously accrued PTO/Vacation will transferred. If there is a reason a specific individual cannot be hired by the Authority, the City of Bristol will be notified. Currently, we do not see this will be a problem.
4. Debt Service: The City of Bristol will be billed based upon their actual inmate count or the minimum of 200, whichever is higher.
5. City of Bristol will pay a premium of \$2.75 on the guaranteed 200 inmates for 10 years. The premium amount of \$200,750 a year will be paid directly to the localities at year end with the reconciliation. Payment to the localities will be based upon each locality's actual inmate count.

Please review the above information and if you have any questions do not hesitate to contact me. Vern will be updating the service agreement to include these points and for the full Board to approve in October.

Thanks

## **EXHIBIT C**

### **EXISTING MEMBER JURISDICTION ACKNOWLEDGEMENTS**

**ACKNOWLEDGMENT AND CONSENT OF EXISTING MEMBER JURISDICTION  
(SMYTH COUNTY)**

The County of Smyth, Virginia, as an existing member jurisdiction **(the “Existing Member Jurisdiction”)** of the Southwest Virginia Regional Jail Authority **(“SWVRJA”)** hereby acknowledges and consents as follows:

- (A) The Existing Member Jurisdiction consents and agrees to the joinder of the City of Bristol, Virginia **(“Bristol”)** as a member of the SWVRJA in accordance with the terms of the Second Amended Service Agreement and as described in the Consolidated Amendment and Consent Agreement dated \_\_\_\_\_, 2022 **(the “Consent Agreement”)** among SWVRJA, Bristol and the Virginia Resources Authority **(“VRA”)** and consents and agrees to the terms of the Consent Agreement.
- (B) The Existing Member Jurisdiction acknowledges and agrees that its undertaking under the Amended and Restated Support Agreement dated as of June 1, 2020 **(the “Support Agreement”)** among the Existing Member Jurisdiction, SWVRJA and VRA shall continue unchanged while the 2013 Bond and the 2020 Bond (each as defined in the Consent Agreement) and any obligation issued to refund the same remain outstanding, except that the Annual Deficiency Amount which may be requested to be appropriated thereunder shall be determined in accordance with the updated contribution formula provided under the Second Amended Service Agreement to include Bristol.

**COUNTY OF SMYTH, VIRGINIA**

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
County Administrator



**Smyth County, Virginia**  
**121 Bagley Circle, Suite 100**  
**Marion, VA 24354**  
**(276) 783-3298 p**

*Atkins District*  
*Chilhowie District*  
*North Fork District*  
*Park District*  
*Royal Oak District*  
*Rye Valley District*  
*Saltville District*

*Charles E. Atkins*  
*Michael L. Sturgill*  
*Charles P. Stevenson*  
*Kristopher S. Ratliff, DPh*  
*S. Courtney Widener*  
*Lori H. Deel*  
*Roscoe D. Call*

*County Administrator*  
*Assistant County Administrator*

*Shawn M. Utt*  
*Alicia Richardson*

January 6, 2022

To: Members, Smyth County Board of Supervisors

CC: Smyth County Leadership Team

From: Shawn M. Utt, Smyth County Administrator

RE: Appointments Necessary for 2022

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The following appointments will need consideration:

**1. Annual Appointments:**

**a. Area Beautification Committee**

Recommend reappointing the following to additional 1-year terms, all set to expire 12-31-2022:

Phyllis Griffith (Rye Valley)	Loretta Hogston (Saltville)
Sherian Medley (Park)	Tina Henderson (Royal Oak)
Melissa Hall (Atkins)	Rachel Beverly (Chilhowie)
Sharon Buchanan (North Fork)	

**b. Community Policy Management Team (CPMT)**

Recommend reappointing the following to additional 1-year terms, all set to expire 12-31-2022:

Chris Austin (DSS rep, Committee Chair)	Darcy Janson (Juvenile Court Service)
	- Amy Johnson & Kevin Downs (alternates)
Lisa Bourne (Private Provider rep, TDT Director)	Blake Frazier (Parent Representative)
Kim Sturgill (SCSB rep)	Julie Earp (Health Dept. rep)
KJ Holbrook (Mt. Rogers CSB rep)	Shawn Utt (Smyth Co rep)
- Morgan Greer (Mt. Rogers CSB alt.)	- Kendra Hayden (Smyth Co alt.)

**c. Keep Southwest Virginia Beautiful**

Recommend reappointing Manuel Street to a 1-year term, to expire 12-31-2022.

**d. Southwest Virginia Regional Recycling & Solid Waste Working Group**

Recommend reappointing Manuel Street to a 1-year term, to expire 12-31-2022.

**e. District Three Governmental Cooperative Board**

Recommend reappointing Charles Atkins (voting member) and Kris Ratliff (alternate) to additional 1-year terms, each to expire 12-31-2022.

f. **Marion Downtown Revitalization Committee**

Recommend reappointing Charles Atkins (voting member) and Kendra Hayden (alternate) to additional 1-year terms, each to expire 12-31-2022.

2. **Additional Appointments**

a. **Mount Rogers ASAP Board**

With Mrs. Wyant's term on the Board of Supervisors ending December 31, 2021, we will need to discuss who the Board's representative will be. Ed Stringer currently serves as the County's citizen representative (his term ends 3-31-2023).

b. **Mount Rogers Community Services Board**

Joanne Groseclose's term expired on 12-31-2021 and is eligible for up to two additional 3-year terms. I would like to recommend her reappointment to an additional 3-year term, to expire 12-31-2024.

c. **Mount Rogers PDC Board**

Roscoe Call has represented the County on the PDC board for many years. His term expired on December 31<sup>st</sup> and I would recommend he be reappointed to an additional 4-year term, to expire 12-31-2025.

We are also awaiting a recommendation from the Town of Saltville for their representative for the PDC Board.

d. **Pathway Regional Industrial Facilities Authority**

We will need to appoint the County's 3 members of the Pathway RIFA Board. In the ordinance, it states the Board should appoint a member from the Board of Supervisors, a member from the Economic Development Authority and the Chief Administrative Officer (ie, County Administrator). As of the writing of this memo, I have not received a recommendation from the EDA for their proposed representative. However, I would like to recommend that we go ahead and appoint a representative from the Board of Supervisors and the County Administrator seats. We will have a recommendation from the EDA by the second January meeting.

	Question	Answer
Filing Period	<ul style="list-style-type: none"> <li>When are the forms due?</li> </ul>	<ul style="list-style-type: none"> <li>The regular filing period begins on January 1 and ends on February 1</li> <li>Failure to file before the deadline will result in a \$250 late filing penalty.</li> </ul>
	<ul style="list-style-type: none"> <li>Is there a way to get an extension?</li> </ul>	<ul style="list-style-type: none"> <li>Extensions may be granted but in very limited circumstances that are detailed on the Council's website. A completed <i>Deadline Extension Request</i> must be submitted to the Council to be considered.</li> <li>The Council's website is: <a href="https://ethics.dls.virginia.gov">ethics.dls.virginia.gov</a></li> </ul>
Guide to Completing the Form	<ul style="list-style-type: none"> <li>Is there some sort of guide available to help me figure out what information I should be including on my form?</li> </ul>	<ul style="list-style-type: none"> <li>Yes! The <i>Guide to Completing the Statement of Economic Interests</i> can be found on the Filing Resources page of the Council's website. Each section of the form is explained in detail with accompanying examples.</li> <li>The Council's website is: <a href="https://ethics.dls.virginia.gov">ethics.dls.virginia.gov</a></li> </ul>
Definitions	<ul style="list-style-type: none"> <li>Who counts as a member of my immediate family?</li> </ul>	<ul style="list-style-type: none"> <li>"Immediate family" is defined in the definitions that accompany the form.</li> <li>To access the definitions in the online filing system, click the <i>Definitions</i> button that appears in the top right of your screen when you are viewing your form.</li> </ul>
Instructions	<ul style="list-style-type: none"> <li>What is the time period that I am reporting on?</li> </ul>	<ul style="list-style-type: none"> <li>The instructions on Schedules A through E are all structured in the present tense because they are requesting information that is accurate as of the date you submit your form.</li> <li>The instructions on Schedules F through the remainder of the form all contain the phrase "in the prior calendar year" because they are requesting information about the immediately previous calendar year.</li> </ul>
	<ul style="list-style-type: none"> <li>Do I have to list the names of my children?</li> </ul>	<ul style="list-style-type: none"> <li>Please review the very first page of instructions when you access your form. Information on how to list your children can be found there.</li> </ul>
Street Addresses	<ul style="list-style-type: none"> <li>I have to list the street address for all my businesses/properties/rental properties, right?</li> </ul>	<ul style="list-style-type: none"> <li>No. The form specifically instructs you not to list street addresses on any Schedule. You should list only the address information requested in the column header of the Schedule you are completing.</li> </ul>
Salary	<ul style="list-style-type: none"> <li>I don't see any place to disclose my salary. Where should I put this?</li> </ul>	<ul style="list-style-type: none"> <li>You should not include your salary anywhere on the form, because the form does not request this information. As a government officer or employee your salary is already public information accessible via other documents.</li> </ul>

Debts/Schedule B	<ul style="list-style-type: none"> <li>Do I list my mortgage?</li> </ul>	<ul style="list-style-type: none"> <li>The instructions of Schedule B instruct you <u>not</u> to include “any loan secured by a recorded lien on property if such lien is at least equal to the value of the loan.” If the value of your house is equal to or greater than the loan amount, do not include it.</li> <li>Most home mortgages are secured by recorded liens. Please check with your lender if you are unsure if your mortgage is secured.</li> </ul>
	<ul style="list-style-type: none"> <li>Do I list my car loan?</li> </ul>	<ul style="list-style-type: none"> <li>The instructions of Schedule B instruct you <u>not</u> to include “any loan secured by a recorded lien on property if such lien is at least equal to the value of the loan.” If the value of your car is equal to or greater than the loan amount, do not include it.</li> <li>Most car loans are secured by recorded liens. Please check with your lender if you are unsure if your car loan is secured.</li> </ul>
	<ul style="list-style-type: none"> <li>Do I list my student loans?</li> </ul>	<ul style="list-style-type: none"> <li>The instructions of Schedule B instruct you <u>not</u> to include “any debt owed to any government.”</li> <li>You will need to determine if your student loan is held by the US federal government or by a private lender. If you have questions about this you will need to contact your lender.</li> </ul>
Securities/Schedule C	<ul style="list-style-type: none"> <li>I don’t understand what I am supposed to list on Schedule C.</li> </ul>	<ul style="list-style-type: none"> <li>Please review the <i>Guide to Completing the Statement of Economic Interests</i> found on the Filing Resources page of the Council’s website. A detailed explanation of the instructions of Schedule C along with examples is provided on pages 12-13.</li> <li>The Council’s website is: <a href="http://ethics.dls.virginia.gov">ethics.dls.virginia.gov</a></li> </ul>
	<ul style="list-style-type: none"> <li>All my investments are managed by a broker at an investment company. I have no idea what’s in my account. Do have to list these securities?</li> </ul>	<ul style="list-style-type: none"> <li>Yes. If you have control over your securities, you are required to report them regardless of whether or not you elect to exercise that control or designate it to another individual.</li> </ul>
	<ul style="list-style-type: none"> <li>I have over 100 stocks in my investment account. Can I just list my investment account as a whole on one line?</li> </ul>	<ul style="list-style-type: none"> <li>No. Your investment account is not a security; it is the vehicle you have opted to use to hold your securities. You must list all securities valued over \$5,000, separately, per the instructions of Schedule C.</li> <li>The online form is designed to allow an extraordinarily high number of line entries on Schedule C. We’ve never had anyone hit the limit.</li> </ul>

		<ul style="list-style-type: none"> <li>• If you are a local filer using the fillable PDF form, you will need to: <ul style="list-style-type: none"> <li>○ Complete/fill in the table until all lines are used</li> <li>○ Print out the table listing your securities</li> <li>○ Go back into the form, delete the securities you listed so the table is again blank, then continue listing your securities and print the table</li> <li>○ Continue these steps until all of your securities are properly reported</li> <li>○ Securities <b>MUST</b> be listed in the table provided on the form; you may <b>NOT</b> simply attach a listing of your investments or a copy of your brokerage report</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>• Can I attach a summary of my investment account instead of listing all my securities on Schedule C?</li> </ul>	<ul style="list-style-type: none"> <li>• No. Attachments should not be used as a substitute for properly completing the form.</li> <li>• If you are a state filer using the online filing system, the system does not support or accept uploads or attachments.</li> <li>• If you are a local filer using the fillable PDF form, please carefully review the instructions on the very last page of your form.</li> </ul>
	<ul style="list-style-type: none"> <li>• Do I have to list what's inside my VRS or retirement account?</li> </ul>	<ul style="list-style-type: none"> <li>• Yes, unless you have a defined benefit account.</li> <li>• The instructions of Schedule C specifically instruct you to "INCLUDE securities held in . . . (ii) individual retirement arrangements (IRAs); (iii) defined contribution plans, including plans established in accordance with sections 401, 403, or 457 of the Internal Revenue Code . . ."</li> <li>• Please review the <i>Guide to Completing the Statement of Economic Interests</i> found on the Filing Resources page of the Council's website. A detailed explanation of the instructions of Schedule C along with examples is provided on pages 12-13.</li> <li>• The Council's website is: <a href="http://ethics.dls.virginia.gov">ethics.dls.virginia.gov</a></li> </ul>

<b>Amending a Submitted Form</b>	<ul style="list-style-type: none"> <li>I forgot to put something down on my form, what do I do?</li> </ul>	<ul style="list-style-type: none"> <li>If you file using the online filing system, once the form has been completed and submitted to the Council, it is locked and you are only able to view the form from the dashboard in your portal.</li> <li>To make a change to a previously submitted online form, you may call the Council at <b>804.698.1810</b> or send an email to <b>ethics@dls.virginia.gov</b> requesting that your form be unlocked.</li> <li>If you are a local government officer or employee and file on paper, please call the Council at <b>804.698.1810</b> or send an email to <b>ethics@dls.virginia.gov</b> for instructions on how to amend your form.</li> </ul>
	<ul style="list-style-type: none"> <li>My assets have now changed in the middle of the year after the filing deadline has passed. How do I update my form to reflect these changes?</li> </ul>	<ul style="list-style-type: none"> <li>Unless the information you submitted during the filing period was inaccurate, you should not amend your form.</li> <li>Remember that the form only asks for information that is accurate as of the date you submit the form and information regarding the previous calendar year. If you amend your form to include current information after the filing period has passed, your form will no longer be completed correctly.</li> <li>Include any changes in your next regular annual filing.</li> </ul>

# Virginia Conflict of Interest and Ethics Advisory Council

## STATE AND LOCAL

### STATEMENT OF ECONOMIC INTERESTS

Issued December 2018



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#### Instructions

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State and local officers and employees required to file pursuant to §§ 2.2-3114, 2.2-3115, or 2.2-3116, or as designated by their local governing body are **REQUIRED** to complete and file the Statement of Economic Interests as a condition to assuming office, and then annually while serving as an officer or employee.

The filing deadline is February 1 for the prior calendar year. Statements may not be dated or submitted prior to January 1.

**For State Filers:** You must file this form with the Virginia Conflict of Interest and Ethics Advisory Council.

**For Local Filers:** You must file this form with the clerk of the appropriate local governing body.

You are not required to list the names of minor children on this form. Instead, you may indicate minor children by listing them as "Minor Child A, Minor Child B, etc."

The tables on Schedules A through I are to be completed **ONLY** if you answer "Yes" to any of the questions on those Schedules.

You may provide any additional comments you wish to include with this statement at the end of the form. Please note that any such comments are a part of your filing and will be available to the public. You may not add attachments as a substitute for properly filling out any part of this form.

Candidates must comply with §§ 24.2-500 through 24.2-503 and §§ 2.2-3114, 2.2-3115, and 2.2-3116 of the Code of Virginia.

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**DEFINITIONS**


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**"ADVISORY AGENCY"** means any board, commission, committee or post which does not exercise any sovereign power or duty, but is appointed by a governmental agency or officer or is created by law for the purpose of making studies or recommendations, or advising or consulting with a governmental agency.

**"BUSINESS"** means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, trust or foundation, or any other individual or entity carrying on a business or profession, whether or not for profit.

**"CLOSE FINANCIAL ASSOCIATION"** means an association in which the person filing shares significant financial involvement with an individual and the filer would reasonably be expected to be aware of the individual's business activities and would have access to the necessary records either directly or through the individual. "Close financial association" does not mean an association based on (i) the receipt of retirement benefits or deferred compensation from a business by which the person filing this statement is no longer employed, or (ii) the receipt of compensation for work performed by the person filing as an independent contractor of a business that represents an entity before any state governmental agency when the person filing has had no communications with the state governmental agency.

**"CONTINGENT DEBT"** means a debt that is not presently fixed or determined but may become fixed or determined in the future with the occurrence of some certain event.

**"GIFT"** means any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, or other item having monetary value. It includes services as well as gifts of transportation, lodgings and meals, whether provided in-kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.

**"GIFT" does not include** (i) any offer of a ticket, coupon, or other admission or pass unless the ticket, coupon, admission, or pass is used; (ii) honorary degrees; (iii) any athletic, merit, or need-based scholarship or any other financial aid awarded by a public or private school, institution of higher education, or other educational program pursuant to such school, institution, or program's financial aid standards and procedures applicable to the general public; (iv) a campaign contribution properly received and reported pursuant to Chapter 9.3 (§ 24.2-945 et seq.) of Title 24.2; (v) any gift related to the private profession or occupation or volunteer service of an officer or employee or of a member of his immediate family; (vi) food or beverages consumed while attending an event at which the filer is performing official duties related to his public service; (vii) food and beverages received at or registration or attendance fees waived for any event at which the filer is a featured speaker, presenter, or lecturer; (viii) unsolicited awards of appreciation or recognition in the form of a plaque, trophy, wall memento, or similar item that is given in recognition of public, civic, charitable, or professional service; (ix) a devise or inheritance; (x) travel disclosed pursuant to the Campaign Finance Disclosure Act (§ 24.2-945 et seq.); (xi) travel paid for or provided by the government of the United States, any of its territories, or any state or any political subdivision of such state; (xii) travel provided to facilitate attendance by a legislator at a regular or special session of the General Assembly, a meeting of a legislative committee or commission, or a national conference where attendance is approved by the House Committee on Rules or its Chairman or the Senate Committee on Rules or its Chairman; (xiii) travel related to an official meeting of, or any meal provided for attendance at such meeting by, the Commonwealth, its political subdivisions, or any board, commission, authority, or other entity, or any charitable organization established pursuant to § 501(c)(3) of the Internal Revenue Code affiliated with such entity, to which such person has been appointed or elected or is a member by virtue of his office or employment; (xiv) gifts with a value of less than \$20; (xv) attendance at a reception or similar function where food, such as hors d'oeuvres, and beverages that can be conveniently consumed by a person while standing or walking are offered; or (xvi) gifts from relatives or personal friends.

**"GOVERNMENTAL AGENCY"** means each component part of the legislative, executive or judicial branches of state and local government, including each office, department, authority, post, commission, committee, and each institution or board created by law to exercise some regulatory or sovereign power or duty as distinguished from purely advisory powers or duties.

**"IMMEDIATE FAMILY"** means (i) a spouse and (ii) any other person who resides in the same household as the officer or employee and who is a dependent of the officer or employee.

**"LOBBYIST"** means:

1. An individual who is employed and receives payments, or who contracts for economic consideration, including reimbursement for reasonable travel and living expenses, for the purpose of lobbying;
2. An individual who represents an organization, association, or other group for the purpose of lobbying;
- or
3. A local government employee who lobbies.

**"PERSONAL FRIEND"** does not include any person that the filer knows or has reason to know is (a) a lobbyist registered pursuant to Article 3 (§ 2.2-418 et seq.) of Chapter 4 of Title 2.2, (b) a lobbyist's principal as defined in § 2.2-419, (c) for local officers and employees, a person, organization, or business who is or is seeking to become a party to a contract with the local agency of which he is an officer or an employee, or (d) for state officers and employees, a person, organization, or business who is or is seeking to become a party to a contract with the state governmental or advisory agency of which he is an officer or an employee or over which he has the authority to direct such agency's activities.

**"RELATIVE"** means, for the purposes of the definition of "gift," the donee's spouse, child, uncle, aunt, niece, nephew, or first cousin; a person to whom the donee is engaged to be married; the donee's or his spouse's parent, grandparent, grandchild, brother, sister, step-parent, step-grandparent, step-grandchild, step-brother, or step-sister; or the donee's brother's or sister's spouse or the donee's son-in-law or daughter-in-law.

**"TRUST"** If you or a member of your immediate family, separately or together, are the only beneficiaries of a trust, treat the trust's assets as if you own them directly. For purposes of this definition, "beneficiary" means a person with a vested present or future beneficial interest in a trust but does not include a person with a contingent beneficial interest in a trust.

If you or your immediate family has a proportional interest in a trust, treat that proportion of the trust's assets as if you own them directly. For example, if you and your immediate family have a one-third interest in a trust, complete your Statement as if you own one-third of each of the trust's assets.

If you or a member of your immediate family created a trust and can revoke it without the beneficiaries' consent, treat its assets as if you own them directly.

HOWEVER, if you or a member of your immediate family is the beneficiary of a trust that can be revoked without the beneficiaries' consent, do not treat the trust's assets as if you own them.

**"WIDELY ATTENDED EVENT"** means an event at which at least 25 persons have been invited to attend or there is a reasonable expectation that at least 25 persons will attend the event and the event is open to individuals (i) who are members of a public, civic, charitable, or professional organization, ((ii) who are from a particular industry or profession, or (iii) who represent persons interested in a particular issue.

# Virginia Conflict of Interest and Ethics Advisory Council

## STATE AND LOCAL

### STATEMENT OF ECONOMIC INTERESTS

NAME:				
OFFICE OR POSITION HELD OR SOUGHT:		AGENCY NAME		ARE YOU FILING THIS FORM AS A CANDIDATE FOR ELECTION TO THIS OFFICE?  <input type="radio"/> YES <input type="radio"/> NO
BUSINESS ADDRESS:	STREET		TELEPHONE:	
	CITY	STATE	ZIP	OFFICE   HOME
EMAIL ADDRESS:				
FIRST AND LAST NAMES OF MEMBERS OF IMMEDIATE FAMILY:				

**Online filings:** This Statement of Economic Interests will be available to the public via the searchable database on the Virginia Conflict of Interest and Ethics Advisory Council website, as required by § 30-356.

**Local paper filings:** This Statement of Economic Interests is open for public inspection, as required by § 2.2-3115.

**REPORT TO THE BEST OF INFORMATION AND BELIEF** Information required on this Statement must be provided on the basis of the best knowledge, information, and belief of the individual filing the Statement as of the date of this report.

### AFFIRMATION

I swear or affirm that the information provided on this statement is full, true, and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Officer or Employee

Any filer who knowingly and intentionally makes a false statement of a material fact on the Statement of Economic Interests is guilty of a Class 5 felony.

\_\_\_\_\_  
Date

#### FOR OFFICE USE ONLY

Date Received:

Received By: \_\_\_\_\_

State and Local Statement of Economic Interests

SCHEDULE A  
OFFICES, DIRECTORSHIPS, AND EMPLOYMENT

NAME: \_\_\_\_\_

QUESTIONS:

1. Do you or a member of your immediate family receive remuneration, benefits, or compensation for service as an officer or director of a business?

Yes ☐ No ☐

If yes, complete the table for each such business.
2. Do you or a member of your immediate family receive salary or wages in excess of \$5,000 annually from any employer? DO NOT INCLUDE salary received from a state or local governmental or advisory agency.

Yes ☐ No ☐

If yes, complete the table for each such employer.

INSTRUCTIONS:

Disclose each:

- Business of which you or a member of your immediate family is an officer or director and receives remuneration, benefits, or compensation for service as an officer or director
- Employer paying you or a member of your immediate family salary or wages in excess of \$5,000 annually

NAME OF BUSINESS OR EMPLOYER	LOCATION OF BUSINESS OR EMPLOYER (CITY OR COUNTY, AND STATE)	POSITION HELD	BY WHOM	Check whether Office or Directorship OR Employment	
				OFFICE OR DIRECTORSHIP	EMPLOYMENT
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

State and Local Statement of Economic Interests

**SCHEDULE B**  
**PERSONAL DEBTS**

NAME: \_\_\_\_\_

**QUESTIONS:**

1. Do you owe more than \$5,000 to any one creditor, including any contingent debt to any one creditor?

DO NOT INCLUDE any debt owed to any government or any loan secured by a recorded lien on property if such lien is at least equal to the value of the loan.

Yes ☐ No ☐

*If yes, complete Table(s) 1A, 1B, and/or 1C*

2. Does a member of your immediate family owe more than \$5,000 to any one creditor, including any contingent debt to any one creditor?

DO NOT INCLUDE any debt owed to any government or any loan secured by a recorded lien on property if such lien is at least equal to the value of the loan.

Yes ☐ No ☐

*If yes, complete Table(s) 2A, 2B, and/or 2C*

## State and Local Statement of Economic Interests

### SCHEDULE B PERSONAL DEBTS

NAME: \_\_\_\_\_

#### TABLES 1A, 1B, and 1C

#### INSTRUCTIONS:

Disclose personal debts, including contingent debts, owed by you to each category of creditor by checking the appropriate category listed in TABLE 1A. To calculate the amount of personal debt to disclose for each category of creditor, include all debts owed to creditors within each category, but DO NOT INCLUDE any debt owed to any one creditor in an amount of \$5,000 or less.

If you owe a personal debt to a business creditor that is not included in any category of creditor listed in TABLE 1A, disclose such debt in TABLE 1B. List the name of the business creditor and its principal business activity.

If you owe a personal debt to an individual creditor, disclose such debt in TABLE 1C. Identify the name of the individual creditor and his principal business or occupation.

If you owe a personal debt jointly with another person who is not a member of your immediate family, disclose only your share of the debt.

If you owe a personal debt jointly with a member of your immediate family, disclose any such debt in TABLE 1A, 1B, or 1C, as appropriate, as if you are solely liable for the total amount of the debt, and DO NOT DISCLOSE such debt in TABLE 2A, 2B, or 2C.

#### DO NOT REPORT:

- Any debt owed to any one creditor in an amount of \$5,000 or less
- Any debt owed to any government, including student loans held by the United States federal government
- Any loan secured by a recorded lien on property if such lien is at least equal to the value of the loan

State and Local Statement of Economic Interests

SCHEDULE B  
PERSONAL DEBTS

NAME: \_\_\_\_\_

My personal debts are as follows:  
Table 1A. Creditor categories:

CHECK APPROPRIATE CATEGORIES	AMOUNT OF PERSONAL DEBT (check one)	
	\$5,001 to \$50,000	MORE THAN \$50,000
Banks, credit unions, and other savings institutions	<input type="checkbox"/>	<input type="checkbox"/>
Other loan or finance companies	<input type="checkbox"/>	<input type="checkbox"/>
Issuers of credit cards	<input type="checkbox"/>	<input type="checkbox"/>
Insurance companies	<input type="checkbox"/>	<input type="checkbox"/>
Stock, commodity, or other brokerage companies	<input type="checkbox"/>	<input type="checkbox"/>
Private educational institutes	<input type="checkbox"/>	<input type="checkbox"/>

Table 1B. Other business creditors:

NAME OF CREDITOR	CREDITOR'S PRINCIPAL BUSINESS ACTIVITY	AMOUNT OF PERSONAL DEBT (check one)	
		\$5,001 to \$50,000	MORE THAN \$50,000
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Table 1C. Individual Creditors:

NAME OF CREDITOR	CREDITOR'S PRINCIPAL BUSINESS OR OCCUPATION	AMOUNT OF PERSONAL DEBT (check one)	
		\$5,001 to \$50,000	MORE THAN \$50,000
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

## State and Local Statement of Economic Interests

### SCHEDULE B PERSONAL DEBTS

NAME: \_\_\_\_\_

#### TABLES 2A, 2B, and 2C

#### INSTRUCTIONS:

Disclose personal debts, including contingent debts, owed by a member of your immediate family to each category of creditor by checking the appropriate category listed in TABLE 2A. To calculate the amount of personal debt to disclose for each category of creditor, include all debts owed to creditors within each category, but DO NOT INCLUDE any debt owed to any one creditor in an amount of \$5,000 or less.

If a member of your immediate family owes a personal debt to a business creditor that is not included in any category of creditor listed in TABLE 2A, disclose such debt in TABLE 2B. List the name of the business creditor and its principal business activity.

If a member of your immediate family owes a personal debt to an individual creditor, disclose such debt in TABLE 2C. Identify the name of the individual creditor and his principal business or occupation.

If a member of your immediate family owes a personal debt jointly with another person not yourself who is not a member of your immediate family, disclose only his share of the debt.

If you owe a personal debt jointly with a member of your immediate family, report any such debt in TABLE 1A, 1B, or 1C, as appropriate, as if you are solely liable for the total amount of the debt, and DO NOT DISCLOSE such debt in TABLE 2A, 2B, or 2C.

#### DO NOT REPORT:

- Any debt owed to any one creditor in an amount of \$5,000 or less
- Any debt owed to any government, including student loans held by the United States government
- Any loan secured by a recorded lien on property if such lien is at least equal to the value of the loan

State and Local Statement of Economic Interests

SCHEDULE B  
PERSONAL DEBTS

NAME: \_\_\_\_\_

The personal debts of members of my immediate family are as follows:  
Table 2A. Creditor categories:

CHECK APPROPRIATE CATEGORIES	AMOUNT OF PERSONAL DEBT (check one)	
	\$5,001 to \$50,000	MORE THAN \$50,000
Banks, credit unions, and other savings institutions	<input type="checkbox"/>	<input type="checkbox"/>
Other loan or finance companies	<input type="checkbox"/>	<input type="checkbox"/>
Issuers of credit cards	<input type="checkbox"/>	<input type="checkbox"/>
Insurance companies	<input type="checkbox"/>	<input type="checkbox"/>
Stock, commodity, or other brokerage companies	<input type="checkbox"/>	<input type="checkbox"/>
Private educational institutes	<input type="checkbox"/>	<input type="checkbox"/>

Table 2B. Other business creditors:

NAME OF CREDITOR	CREDITOR'S PRINCIPAL BUSINESS ACTIVITY	AMOUNT OF PERSONAL DEBT (check one)	
		\$5,001 to \$50,000	MORE THAN \$50,000
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Table 2C. Individual Creditors:

NAME OF CREDITOR	CREDITOR'S PRINCIPAL BUSINESS OR OCCUPATION	AMOUNT OF PERSONAL DEBT (check one)	
		\$5,001 to \$50,000	MORE THAN \$50,000
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

## State and Local Statement of Economic Interests

### SCHEDULE C SECURITIES

NAME: \_\_\_\_\_

#### QUESTION:

Do you or a member of your immediate family, separately or together, own securities valued in excess of \$5,000 invested in one business or Virginia governmental entity?

INCLUDE securities held in (i) trusts; (ii) individual retirement arrangements (IRAs); (iii) defined contribution plans, including plans established in accordance with sections 401, 403, or 457 of the Internal Revenue Code; and (iv) any other type of investment account.

INCLUDE securities not held in your name or the name of a member of your immediate family if you or a member of your immediate family retains the right to control such securities or the right to receive the income from such securities.

Yes ☐ No ☐

*If yes, complete the table for each such security.*

#### INSTRUCTIONS:

Disclose each business or Virginia governmental entity in which you or a member of your immediate family, separately or together, own securities valued in excess of \$5,000.

INCLUDE securities held in (i) trusts; (ii) individual retirement arrangements (IRAs); (iii) defined contribution plans, including plans established in accordance with sections 401, 403, or 457 of the Internal Revenue Code; and (iv) any other type of investment account.

INCLUDE securities not held in your name or the name of a member of your immediate family if you or a member of your immediate family retains the right to control such securities or the right to receive the income from such securities.

#### "Securities" INCLUDES:

- Stocks
- Bonds
- Mutual funds
- Limited partnerships
- Commodity futures contracts

#### "Securities" EXCLUDES:

- Defined benefit plans, including pension plans
- Certificates of deposit
- Money market funds
- Annuity contracts
- Insurance policies
- Securities issued by the U.S. government or other government securities not issued by the Commonwealth or its political subdivisions.

## State and Local Statement of Economic Interests

## SCHEDULE C SECURITIES

NAME:

List the issuer and type of each security. List separately each security held in an IRA, defined contribution plan, or other type of investment account, if such security is valued in excess of \$5,000.

For defined contribution plans administered by the Commonwealth or its political subdivisions, list the administering agency as the issuer of the security, unless the security is held in a self-directed brokerage account, in which case list the issuer of the security.

[illegible]

## State and Local Statement of Economic Interests

### SCHEDULE D BUSINESS INTERESTS AND RENTAL PROPERTY

NAME: \_\_\_\_\_  
QUESTIONS:

1. Do you or a member of your immediate family own, separately or together, a business that has a value in excess of \$5,000?

OR

Do you or a member of your immediate family, separately or together, have an interest in a business and the interest owned by you or a member of your immediate family has a value in excess of \$5,000? DO NOT INCLUDE any securities disclosed on Schedule C.

Yes ☐ No ☐

*If yes, complete Table 1.*

2. Do you or a member of your immediate family own, separately or together, a rental property that has a value in excess of \$5,000?

OR

Do you or a member of your immediate family, separately or together, have an interest in a rental property and the interest owned by you or a member of your immediate family has a value in excess of \$5,000?

Yes ☐ No ☐

*If yes, complete Table 2.*

State and Local Statement of Economic Interests

SCHEDULE D  
BUSINESS INTERESTS AND RENTAL PROPERTY

NAME:

Table 1: Business Interests

Disclose each business owned by you or a member of your immediate family with a value in excess of \$5,000 and each interest in a business owned by you or a member of your immediate family with a value in excess of \$5,000. DO NOT REPORT any securities disclosed on Schedule C.

If the business is owned or operated under a trade, partnership, or corporate name, list that name. If the business is not owned or operated under a trade, partnership, or corporate name, describe the nature of the business.

NAME OF BUSINESS OR NATURE OF BUSINESS	LOCATION OF BUSINESS (CITY OR COUNTY, STATE, AND COUNTRY)	GROSS INCOME (CHECK ONE)		
		\$50,000 or LESS	\$50,001 to \$250,000	MORE THAN \$250,000
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Table 2: Rental Property

Disclose each rental property owned by you or a member of your immediate family with a value in excess of \$5,000 and each interest in rental property owned by you or a member of your immediate family with a value in excess of \$5,000.  
List each rental property individually.

If the rental property is owned or recorded under a trade, partnership, or corporate name, list that name. DO NOT LIST the street address for any rental property. No address will be redacted from this table.

NAME IN WHICH RENTAL PROPERTY IS OWNED OR RECORDED	LOCATION OF RENTAL PROPERTY (CITY OR COUNTY, STATE, AND COUNTRY)	TYPE OF RENTAL PROPERTY (RESIDENTIAL, COMMERCIAL, ETC.)	GROSS INCOME (CHECK ONE)		
			\$50,000 or LESS	\$50,001 to \$250,000	MORE THAN \$250,000
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

State and Local Statement of Economic Interests

SCHEDULE E  
REAL ESTATE

NAME: \_\_\_\_\_

QUESTION:

Do you or a member of your immediate family, separately or together, hold an interest valued at more than \$5,000 in real property? DO NOT INCLUDE your principal residence or any real estate disclosed on Schedule D. INCLUDE real estate held in trust.  
Yes ☐ No ☐  
*If yes, complete the table below.*

INSTRUCTIONS:

Disclose all real estate in which you or a member of your immediate family holds an interest valued at more than \$5,000. List each parcel individually. INCLUDE real estate held in trust.

DO NOT REPORT:

- Your principal residence
- Any real estate disclosed on Schedule D

List only the city or county, state, and country where each real estate is located. **DO NOT LIST any street addresses. No addresses will be redacted from this schedule.**

List the name or names in which the real estate is owned or recorded. If you or a member of your immediate family holds an interest in the real estate but it is owned or recorded in a name other than your name or your immediate family member's name, list that name.

TYPE OF REAL ESTATE	LOCATION OF REAL ESTATE (CITY OR COUNTY, STATE, AND COUNTRY)	NAME OR NAMES IN WHICH REAL ESTATE IS OWNED OR RECORDED

## State and Local Statement of Economic Interests

### SCHEDULE F PAYMENTS FOR TALKS, MEETINGS, AND CONFERENCES

NAME: \_\_\_\_\_

QUESTION:

Did you receive in your capacity as an officer or employee of your agency any lodging, transportation, money, or other thing of value with a combined value exceeding \$100 during the prior calendar year for:

- your presentation of a talk or series of talks at the same event, or participation in a meeting

OR

- your attendance at a meeting, conference, or event where your attendance at the meeting, conference, or event was designed to educate you on issues relevant to your duties as an officer or employee of your agency, or to enhance your knowledge and skills relative to your duties as an officer or employee of your agency?

DO NOT INCLUDE:

- Payments and reimbursements from the Commonwealth or its political subdivisions for meetings attended in your capacity as an officer or employee of your agency
- Payments and reimbursements from an employer already listed on Schedule A or from a source of income listed on Schedule D
- Payments and reimbursements if you returned the payment or reimbursement within 60 days

INCLUDE a payment if you donated it to a charity and claimed or plan to claim it as a charitable deduction on your taxes.

Disclose any lodging, transportation, money, or other thing of value received that does not satisfy the criteria listed above as a gift on Schedule G.

Yes ☐ No ☐

*If yes, complete the table below.*

State and Local Statement of Economic Interests

SCHEDULE F  
PAYMENTS FOR TALKS, MEETINGS, AND CONFERENCES

NAME: \_\_\_\_\_

INSTRUCTIONS:

Disclose each source from which you received in your capacity as an officer or employee of your agency lodging, transportation, money, or any other thing of value with a combined value exceeding \$100 for:

- your presentation of a talk or series of talks at the same event, or participation in a meeting

OR

- your attendance at a meeting, conference, or event where your attendance at the meeting, conference, or event was designed to educate you on issues relevant to your duties as an officer or employee of your agency, or to enhance your knowledge and skills relative to your duties as an officer or employee of your agency.

SOURCE OF PAYMENT	DESCRIPTION OF EVENT	LOCATION OF EVENT (CITY OR COUNTY, STATE, AND COUNTRY)	DATE(S) OF EVENT	TOTAL VALUE	CHECK IF YOU RECEIVED A TRAVEL WAIVER FROM THE COUNCIL FOR THIS EVENT
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

## State and Local Statement of Economic Interests

### SCHEDULE G GIFTS

**NAME:** \_\_\_\_\_

**QUESTION:**

Did you or a member of your immediate family receive from any (i) lobbyist; (ii) lobbyist's principal; or (iii) contractor any gift or combination of gifts with a value exceeding \$50 during the prior calendar year??

For local officers and employees, a contractor is a person, organization, or business who is or is seeking to become a party to a contract with the local agency of which you are an officer or an employee.

For state officers and employees, a contractor is a person, organization, or business who is or is seeking to become a party to a contract with the state governmental or advisory agency of which you are an officer or an employee or over which you have the authority to direct such agency's activities.

DO NOT INCLUDE gifts with a value of less than \$20. Such items are exempted from the definition of a gift and should not be aggregated together or reported.

Yes ☐ No ☐

*If yes, complete the table below.*

State and Local Statement of Economic Interests

SCHEDULE G  
GIFTS

NAME: \_\_\_\_\_

INSTRUCTIONS:

Disclose each lobbyist, lobbyist's principal, or contractor that, during the prior calendar year, gave you or a member of your immediate family any gift or combination of gifts with a value exceeding \$50.

Identify the recipient and donor of each such gift. Disclose the exact gift or event, the date on which you accepted it, and the value of the gift. If an exemption from the \$100 gift cap established in § 2.2-3103.1 applies, mark the applicable exemption.

NAME OF RECIPIENT	NAME OF DONOR	EXACT GIFT OR EVENT	DATE ACCEPTED	VALUE	GIFT CAP EXEMPTION
					<input type="checkbox"/> Widely attended event <input type="checkbox"/> Personal friend <input type="checkbox"/> Archived gift from a foreign dignitary
					<input type="checkbox"/> Widely attended event <input type="checkbox"/> Personal friend <input type="checkbox"/> Archived gift from a foreign dignitary
					<input type="checkbox"/> Widely attended event <input type="checkbox"/> Personal friend <input type="checkbox"/> Archived gift from a foreign dignitary

## State and Local Statement of Economic Interests

### SCHEDULE H PAYMENTS FOR REPRESENTATIONS AND OTHER SERVICES GENERALLY

NAME: \_\_\_\_\_

#### QUESTIONS:

**DO NOT COMPLETE Questions 1 and 2 if you are completing this disclosure statement in your capacity as an officer or employee of a LOCAL governmental or advisory agency.**

#### PAYMENTS FOR REPRESENTATIONS BY YOU

1. Did you represent any business before any state governmental agency during the prior calendar year for which you received compensation in excess of \$5,000 for such representation?

DO NOT INCLUDE compensation for the performance of other services unrelated to the representation before the state governmental agency when calculating the amount of compensation received from a business. If you have job responsibilities other than those involving such representation, you should prorate your salary to determine the portion attributable to your representation.

DO NOT REPORT any business that you represented before a court or judicial officer, or where the representation consisted solely of the filing of mandatory papers and any subsequent representation regarding the mandatory papers.

Yes ☐ No ☐

*If yes, complete Table 1.*

#### PAYMENTS FOR REPRESENTATIONS BY ASSOCIATES

2. Did persons with whom you have a close financial association represent any business before any state governmental agency during the prior calendar year for which compensation was received in excess of \$5,000 for such representation?

DO NOT INCLUDE members of your immediate family when determining with which individuals you have a close financial association, unless you and your immediate family member are employed by or work for the same business or organization.

DO NOT INCLUDE compensation for the performance of other services unrelated to the representation when calculating the amount of compensation received from a business. If your associate has job responsibilities other than those involving such representation, you should prorate his salary to determine the portion attributable to his representation.

DO NOT REPORT any business that such persons represented before a court or judicial officer, or where the representation consisted solely of the filing of mandatory papers and any subsequent representation regarding the mandatory papers.

Yes ☐ No ☐

*If yes, complete Table 2.*

#### PAYMENTS FOR OTHER SERVICES GENERALLY

3. Did you or persons with whom you have a close financial association furnish services to any business operating in Virginia during the prior calendar year for which compensation was received in excess of \$5,000 for such services?

DO NOT INCLUDE members of your immediate family when determining with which individuals you have a close financial association, unless you and your immediate family member are employed by or work for the same business or organization.

DO NOT INCLUDE compensation reported on Table 1 or Table 2 of this schedule.

Yes ☐ No ☐

*If yes, complete Table 3.*

State and Local Statement of Economic Interests

SCHEDULE H  
PAYMENTS FOR REPRESENTATIONS AND OTHER SERVICES GENERALLY

NAME: \_\_\_\_\_

TABLE 1  
PAYMENTS FOR REPRESENTATIONS BY YOU  
*DO NOT COMPLETE this table if you are completing this disclosure statement in your capacity as an officer or employee of a local governmental or advisory agency.*

INSTRUCTIONS:

Disclose each business that you represented before any state governmental agency during the prior calendar year for which you received compensation in excess of \$5,000 for such representation.

For each business, list the type of business, the name of the state governmental agency before which you appeared on behalf of the business, and the purpose of the representation.

DO NOT INCLUDE compensation for the performance of other services unrelated to the representation before the state governmental agency when calculating the amount of compensation received from a business.

DO NOT REPORT:

- Any business that you represented before a court or judicial officer
- Any business where the representation consisted solely of the filing of mandatory papers and any subsequent representation regarding the mandatory papers

TYPE OF BUSINESS	NAME OF AGENCY	PURPOSE OF REPRESENTATION	AMOUNT OF COMPENSATION RECEIVED		
			\$5,001 to \$50,000	\$50,001 to \$250,000	MORE THAN \$250,000

State and Local Statement of Economic Interests

SCHEDULE H  
PAYMENTS FOR REPRESENTATIONS AND OTHER SERVICES GENERALLY

NAME: \_\_\_\_\_

TABLE 2  
PAYMENTS FOR REPRESENTATIONS BY ASSOCIATES  
*DO NOT COMPLETE this table if you are completing this disclosure statement in your capacity as an officer or employee of a local governmental or advisory agency.*

INSTRUCTIONS:

Disclose each business that persons with whom you have a close financial association represented before any state governmental agency during the prior calendar year for which compensation was received in excess of \$5,000 for such representation.

For each business, list the type of business, the name of the state governmental agency before which such persons appeared on behalf of the business, and the purpose of the representation.

DO NOT INCLUDE compensation for the performance of other services unrelated to the representation when calculating the amount of compensation received from a business.

DO NOT REPORT:

- Any business that such persons represented before a court or judicial officer
- Any business where the representation consisted solely of the filing of mandatory papers and any subsequent representation regarding the mandatory papers

TYPE OF BUSINESS	NAME OF AGENCY	PURPOSE OF REPRESENTATION	AMOUNT OF COMPENSATION RECEIVED		
			\$5,001 to \$50,000	\$50,001 to \$250,000	MORE THAN \$250,000

State and Local Statement of Economic Interests

SCHEDULE H  
PAYMENTS FOR REPRESENTATIONS AND OTHER SERVICES GENERALLY

NAME: \_\_\_\_\_

TABLE 3  
PAYMENTS FOR OTHER SERVICES GENERALLY

INSTRUCTIONS:

Disclose each business operating in Virginia to which you or persons with whom you have a close financial association furnished services during the prior calendar year for which compensation was received in excess of \$5,000 for such services.

Identify the businesses, by category, for which services were furnished and the type of service rendered to such businesses. To calculate the amount of compensation to report for each business category, include compensation received from all businesses within each category.

DO NOT INCLUDE compensation reported on Table 1 or Table 2 of this schedule.

BUSINESS CATEGORY	TYPE OF SERVICE RENDERED	AMOUNT OF COMPENSATION RECEIVED		
		\$5,001 to \$50,000	\$50,001 to \$250,000	MORE THAN \$250,000
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## State and Local Statement of Economic Interests

### SCHEDULE I REAL ESTATE CONTRACTS WITH GOVERNMENTAL AGENCIES

**NAME:** \_\_\_\_\_

**QUESTION:**

Do you or a member of your immediate family, separately or together, hold an interest valued in excess of \$5,000 in real estate that is the subject of a contract with a governmental agency?

State officers and employees report only contracts with state governmental agencies. Local officers and employees report only contracts with local governmental agencies. Constitutional officers report only contracts with local governmental agencies.

Yes ☐ No ☐ *If yes, complete the table below.*

**INSTRUCTIONS:**

Disclose each contract with the applicable governmental agency for the sale, exchange, or leasing of real estate in which you or a member of your immediate family holds an interest valued in excess of \$5,000.

**"Interest" INCLUDES:**

- Options
- Land contracts
- Easements
- Corporate, partnership, or trust interests

Disclose all contracts that are currently pending or that have been completed within the prior calendar year. Disclose all contracts regardless of the disclosure of the interest or the real estate on another schedule.

You do not need to disclose a contract for the leasing of real estate if your interest is derived through an ownership interest in a business and your ownership interest does not exceed three percent of the total equity of that business.

DESCRIBE THE CONTRACT (SALE, EXCHANGE, LEASE, ETC.)	PARTIES TO THE CONTRACT		LOCATION OF REAL ESTATE (CITY OR COUNTY, AND STATE)	VALUE OF CONTRACT (CHECK ONE)		
	GOVERNMENTAL AGENCY	OTHER PARTY		\$5,001- \$50,000	\$50,001- \$250,000	MORE THAN \$250,000
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## State and Local Statement of Economic Interests

### Additional Information

NAME: \_\_\_\_\_

You may provide any additional information you wish to be included with your Statement of Economic Interests on this page. Please note any information you provide on this page will become part of your Statement of Economic Interests and will be open to the public. You MAY NOT add attachments as a substitute for properly filling out any part of this form.

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