

VIRGINIA: At the organizational meeting of the Smyth County Board of Supervisors
held at the County Administration Building on Tuesday, January 14, 2003.

PRESENT: All Board Members save Ms. Jennings and Mr. Perry.

STAFF: Edwin B. J. Whitmore, III; Mary Ann Evans; John H. Tate, Jr.; Mike
Carter;

Sally Morgan and Duncan McGregor.

Edwin B. J. Whitmore, III, Temporary Chairman, called the meeting to order.

Rev. Neville Mazingo led the invocation and Mr. Donnie Fullen led the Pledge of
Allegiance.

The Temporary Chairman opened the floor for nomination of Chairman of the
Smyth County Board of Supervisors.

Upon motion of Mr. Blevins, seconded by Ms. Neitch, Michael D. Roberts was
nominated.

Upon motion of Mr. Staley, no second was received, Donnie W. Fullen was nominated.

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and duly carried, that the nominations cease.

Vote was taken on Michael D. Roberts nomination: 3 Yea

2 Nay (Staley and Fullen)

2 Absent (Jennings and

Perry)

Michael D. Roberts is elected Chairman of the Smyth County Board of Supervisors for calendar year 2003.

Temporary Chairman turned the meeting over to the Chairman.

Chairman accepted nominations for Vice Chairman.

Upon motion of Mr. Blevins, no second was received, Darlene Neitch was nominated for Vice Chairperson.

Upon motion of Mr. Staley, no seconded was received, Donnie W. Fullen was nominated for Vice Chairman.

Mr. Blevins called for the question.

Vote was taken on Darlene Neitch: 3 Yea

1 Nay (Staley)

1 Abstain (Fullen)

2 Absent (Jennings and Perry)

Darlene Neitch is elected Vice Chairperson of the Smyth County Board of Supervisors for calendar year 2003.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Rules of Procedures will continue for operation of said Board with possible changes.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, Edwin B. J. Whitmore III is appointed Clerk of the Smyth County Board of Supervisors for calendar year 2003.

Upon motion of Mr. Blevins, seconded by Mr. Fullen, and duly carried, Michael L. Carter is appointed Assistant Clerk of the Smyth County Board of Supervisors for calendar year 2003.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board sets its meeting on the second Tuesday of each month at twelve noon, except the following months – August 13th, 2003 because of Local Governments Conference meeting on August 10th – 12th, 2003, and November 12th, 2003 because of Virginia Association of Counties meeting on November 9th – 11th, 2003.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the minutes of the December 10th and December 19th, 2002 meeting as presented.

During citizens time Jack Barbrow appeared representing the Saltville Volunteer Fire Department to request the Board assist said Department with a donation to match a grant for a pumper truck. Total cost of said grant is \$290,000. Mr. Barbrow stated one-half of the calls said department answers is in the Town and one-half in the Counties of Smyth and Washington. Said department had requested donations from the Town of Saltville and Washington County.

Following discussion, upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, said matter is hereby referred to the Budget Committee for consideration during fiscal 2003 – 2004 budget preparation.

John Taminger appeared during citizens time to request the Board have the engineering work done prior to the Virginia Department of Transportation paving said road through the East Hungry Mother Drive Water Project.

Robin Niehoff appeared to request a status report on the Groseclose Water Project.

Duncan McGregor, County Engineer, stated said project was being processed along with several other projects at the present time.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the Board approves and appropriates the sum of \$950,000 for General County expenditures during the month of January 2003.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$325,000 for Department of Social Services expenditures during the month of January 2003.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$3,200,000 for the Smyth County School Board Operations during the month of January 2003.

Upon motion of Mr. Blevins, seconded by Mr. Staley, and duly carried, the Board approves and appropriates the sum of \$500 for the Smyth County School Board Textbook fund during the month of January 2003.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$700,000 for the Smyth County School Board School Debt and Capital Outlay fund during the month of January 2003.

Upon motion of Mr. Fullen, seconded by Mr. Blevins, and duly carried, the Board approves and appropriates the sum of \$3,840.00 to Robert E. Gillespie for an On-site Sewer loan; legal fees in the amount of \$125.00 and recording cost in the amount of \$19.00 payable to J. L. Warren, Clerk. Total \$3,984.00.

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the County Administrator is authorized to pay bills in an amount not to exceed \$5,000.00 between Board meetings.

Vote: 4 Yea

1 Abstain (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the County Attorney is authorized to represent the Commissioner of Revenue on six civil cases pertaining to summons by East Tennessee Natural Gas Company on acquisition of land from county residents.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the County Attorney recommendation for the Treasurer of Smyth County to write off \$381.77 as uncollectible in the Birdie D. Terry, et als on the delinquent tax matter.

Vote: 4 Yea

1 Abstain (Staley)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the County Attorney recommendation that a check in the amount of \$199.56 payable to J. L. Warren, Clerk be written for the A. J. Bobbitt delinquent tax matter.

Vote: 4 Yea

1 Abstain (Staley)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the County Attorney recommendation that a check in the amount of \$99.56 payable to J. L. Warren, Clerk be written in the William K. McCallister delinquent tax matter.

Vote: 4 Yea

1 Abstain (Staley)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Staley, and duly carried, the Board approves the following Lease Agreement with Anne Anderson Surface and T. Edward Surface and approves payment in the amount of \$1,200.00 for the first year:

LEASE

This Lease made this the 14th day of January, 2003, by and between Anne Anderson Surface and T. Edward Surface, her husband, Route 1, Smyth County, Virginia, hereinafter referred to as Lessor, and the Smyth County Virginia Board of Supervisors, a Body Politic, 121 Bagley Circle, Suite 100, Marion, Virginia 24354, herein referred to as Lessee.

WITNESSETH

The parties hereto intend to be legally bound by this lease and in consideration of the promises and covenants herein the parties agree as follows:

1. Leasing: Lessor hereby leases unto the Lessee and Lessee hereby agrees to lease from the Lessor the premises described as a portion of the property acquired by the Lessor by deed of Dolly R. Repass dated August 6, 1981 and recorded in the Clerk's Office of the Circuit Court of Smyth County, Virginia, in Deed Book 325, Page 307, and being a portion of Tract 1 and a portion of Tract 2 of the said deed. The property is on State Route 16 and is shown on a plat dated December 9, 1991, prepared by

Kenneth M. Sells and attached to this lease as Exhibit A. The Exhibit has been initialed by both parties.

2. Term: The term of this lease shall be for an extended term of ten (10)

years beginning on January 1, 2003, and ending at midnight on December 31, 2012. In addition the Lessee shall have the right to renew this lease for two (2) successive five year terms beginning immediately upon the termination of this lease. If the Lessee should desire to extend the term of this lease, it shall give unto Lessor at least a ninety (90) day written notice prior to the end of the term of this lease. Upon each subsequent renewal the rental payment mentioned herein shall be negotiated in good faith between the parties.

3. Rent: The Lessee agrees to pay unto the Lessor the sum of One Thousand Two Hundred Dollars (\$1,200.00) annually for the lease of these premises, the receipt of which first years' payment is acknowledged by the Lessor upon the execution of this lease in the amount of One Thousand Two Hundred Dollars (\$1,200.00). The Lessee agrees to pay annual installments of rent each in the amount of One Thousand Two Hundred Dollars (\$1,200.00)

on or before January 1, of each successive year during the term hereof. In the event that this lease is extended by the option of the Lessee, rent shall

continue to be paid annually on the same schedule. All rental payments shall be paid to Anne Anderson Surface, Route 1, Sugar Grove, Virginia 24375.

4. Utilities: Lessor shall make available any necessary right of ways in order for the Lessee to secure utilities to the premises. The Lessee shall be fully responsible for the payment of any and all utility bills including water, electric, heat, gas or lights during the terms of this lease or and continuance thereof.

5. Maintenance: The Lessee agrees that it will keep and maintain the premises in good condition during the term of this lease or any extension. The Lessee shall be permitted to construct any buildings or structures on the premises and, at the termination of this lease, Lessee shall be permitted a reasonable time to remove any such buildings or structures at Lessee's option. Any equipment, machinery or scales, etc. in and about the use of the premises for a convenience station may also be removed by the Lessee at the termination of this lease. In the event the Lessee determines to use a moveable building on the premises this moveable building may also be removed at the end of the lease.

6. Insurance: Lessee agrees to carry liability insurance on the premises and to name the Lessor as an additional insured thereon. The amount of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) single limit coverage.

7. Alternations and Improvements:

A. It is agreed that Lessee may make such alterations or improvements upon the grounds as it deems proper for it's purposes. In any such improvements the Lessee shall reseed areas not paved or graveled for use by the Lessee, and shall keep the property in a neat and tidy condition during the term of this lease, considering the use to which the same is being put for a convenience station for the public use of Smyth County, Virginia.

B. The Lessor further agrees that the Lessee may grade the adjacent premises, not covered by this lease, in order to improve the sight distance to the premises leased hereunder. Such grading shall be done only to provide adequate sight distance. In the event that the Lessee grades such premises he may grade or remove rock and soil, trees, brush and undergrowth there from. At the conclusion of such grading or removal, the Lessee shall seed and re-seed the extra premises until an adequate stand of grass is available. In the event that this area should again grow up so that it blocks the sight distance, then the Lessee may mow or trim the same.

8. Condemnation: If the leased premises shall be taken or condemned by any competent authority, or conveyed to such authority in view of a threatened or eminent condemnation, this lease shall thereupon be terminated as of the date of such taking or conveyance, and adjustment of

rental to such date; provided, however, if only a part of the leased premises should be taken or condemned or conveyed and the same does not destroy the practical use of the premises by Lessee for its purposes, then Lessee shall have the option of continuing to lease the remainder of the premises with an equitable abatement of rent.

9. Default: Lessee shall be in default in the event that rental payments hereunder have not been made within fifteen (15) days of the due date, or if there is any failure by Lessee to perform its obligations hereunder, or any breach of them, and the Lessor gives written notice thereof to the Lessee and the Lessee does not immediately (within thirty (30) days) cure such default, or begin to cure such default and proceed promptly until the same has been cured.

10. Taxes: Lessor shall pay the real estate due and payable on the real property leased. Lessee shall be responsible for the payment of any assessment for improvements upon the premises. The Lessee is a tax exempt body and no taxes should accrue on account of its use hereof. In the event that such taxes are assessed the Lessee shall either pay or provide for the release of such taxes. It is agreed between the parties hereto that the Lessee may record a short form memorandum of this lease, and the Lessor agrees to execute the same for recording. Any such recording shall be at the cost of the Lessee.

11. Binding Effect: The provisions of this lease shall apply to, bind and insure to the benefit of the parties, their successors, legal representatives and assigns, and any conveyance of the property herein the Lessor agrees that he will specifically make such conveyance subject to the terms and conditions of this lease.

12. Notices: It is agreed between the parties hereto that any notices herein shall be deemed to have been given if mailed in an envelope certified or registered mail, return receipt requested to the following addresses:

If to the Lessor: Anne Anderson Surface

745 Quarter Branch Road

Sugar Grove, Virginia 24375

If to the Lessee: Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, Virginia 24354

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ANNE ANDERSON SURFACE

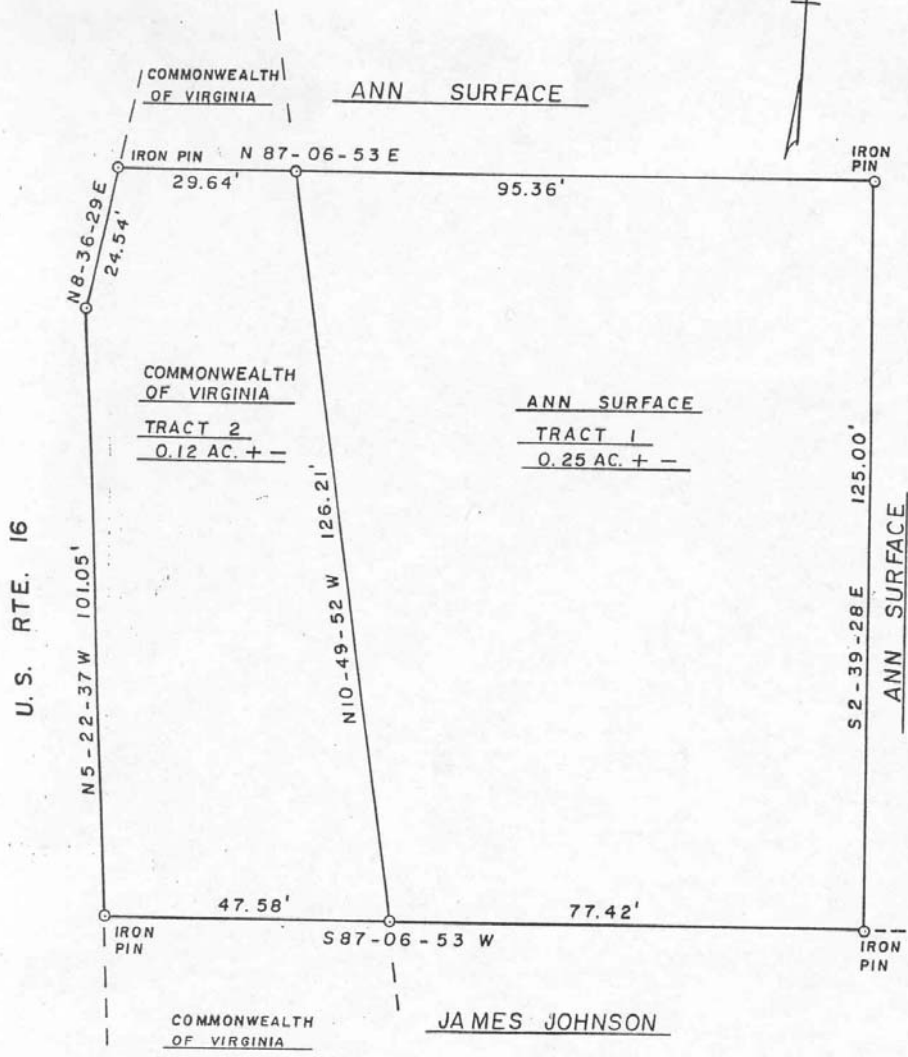
T. EDWARD SURFACE

SMYTH COUNTY, VIRGINIA BOARD OF SUPERVISORS

BY: _____

CHAIRPERSON

Exhibit A



U. S. RTE. 16

COMMONWEALTH OF VIRGINIA

ANN SURFACE

COMMONWEALTH OF VIRGINIA

TRACT 2
0.12 AC. +/-

ANN SURFACE

TRACT 1
0.25 AC. +/-

ANN SURFACE

COMMONWEALTH OF VIRGINIA

JAMES JOHNSON

SMYTH COUNTY

LOCATED IN THE RYE VALLEY MAG. DIST.
SMYTH COUNTY, VIRGINIA
SURVEYED BY KENNETH M. SELLS
CERTIFIED LAND SURVEYOR
DATE 12-9-91
SCALE 1" = 20'

NOTE:
THIS TRACT SUBJECT TO ANY EXISTING
EASEMENTS, RIGHT OF WAYS AND
RESTRICTIONS.
NO TITLE REPORT FURNISHED

Vote: 4 Yea

1 Nay (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Staley, and duly carried, the Board approves the following Lease Agreement with S. H. Fleenor and Kevin Fleenor and approves payment in the amount of \$1,200.00 for the first year:

LEASE

This Lease made this the 14th day of January, 2003, by and between S. H. Fleenor and Kevin Fleenor, her husband, Route 2, Glade Spring, Virginia, 24354, hereinafter referred to as Lessor, and the Board of Supervisors of Smyth County, Virginia, a Body Politic, 121 Bagley Circle, Suite 100, Marion, Virginia, 24354, hereinafter referred to as Lessee.

WITNESSETH

The parties hereto intend to be legally bound by this lease and in consideration of the promises and covenants herein the parties agree as follows:

1. Leasing: Lessor hereby leases unto the Lessee and Lessee hereby agrees

to lease from the Lessor the premises described as a portion of the property
acquired

by the Lessor from George E. Murray by deed dated February 8, 1991, and
recorded

in the Clerk's Office of the Circuit Court of Smyth County, Virginia, in Deed
Book

416, Page 405. The property is on Virginia Secondary Route 610, and is shown
on

a plat dated August 28, 1991, prepared by Kenneth M. Sells, and attached to this
lease

as Exhibit A. The exhibit has been initialed by both parties.

2. Term: The term of this lease shall be for an extended term of ten (10)
years

beginning on September 1, 2002, and ending at midnight on August 31, 2011. In

addition the Lessee shall have the right to renew this lease for two (2) successive
five

year terms beginning immediately upon the termination of this lease. If the
Lessee

should desire to extend the term of this lease, it shall give unto Lessor at least ninety

(90) days written notice prior to the end of the terms of this lease. Upon each subsequent renewal the rental payment mentioned herein shall be negotiated in good faith between the parties.

3. Rent: The Lessee agrees to pay unto the Lessor the sum of One Thousand

Two Hundred Dollars (\$1,200.00) annually for the lease of these premises, the receipt of which first years' payment is acknowledged by the Lessor upon the execution of this lease in the amount of One Thousand Two Hundred Dollars (\$1,200.00). The Lessee agrees to pay annual installments of rent each in the amount of One Thousand Two Hundred Dollars (\$1,200.00) on or before September

1, of each successive year during the term hereof. In the event of that this lease is extended by the option of the Lessee, rent shall continue to be paid annually on the

same schedule. All rental payments shall be paid to R. E. Harris, Trustee, P. O. Box

37, Glade Spring, Virginia, 24340.

4. Utilities: Lessor shall make available any necessary rights of ways in order for the Lessee to secure utilities to the premises. The Lessee shall be fully responsible for the payment of any and all utility bills including water, electric,

heat, gas or lights during the term of this lease or and continuance thereof.

5. Maintenance: The Lessee agrees that it will keep and maintain the premises in good condition during the term of this lease or any extension. The Lessee shall be permitted to construct any buildings or structures on the premises and,

at the termination of this lease, Lessee shall be permitted a reasonable time to remove

any such buildings or structures at Lessee's option. Any equipment, machinery or scales, etc., in and about the use of the premises for a convenience station may also

be removed by the Lessee at the termination of this lease. In the event the Lessee determines to use a moveable building on the premises this moveable building may also be removed at the end of the lease.

6. Insurance: Lessee agrees to carry liability insurance on the premises and to name the Lessor as an additional insured thereon. The amount of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) single limit coverage.

7. Alterations and Improvements:

A. It is agreed that Lessee may make such alterations or improvements

upon the grounds as it deems proper for it's purposes. In any such improvements the Lessee shall reseed areas not paved or graveled for use by the Lessee, and shall keep the property in a neat and tidy condition during the term of this lease, considering the use to which the same is being put for convenience station for the public use of Smyth County, Virginia.

B. The Lessor further agrees that the Lessee may grade the adjacent premises, not covered by this lease, in order to improve the sight distance to the premises leased hereunder. Such grading shall be

done only to provide adequate sight distance. In the event that the Lessee grades such premises it may grade or remove rock and soil, trees, brush and undergrowth there from. At the conclusion of such grading or removal, the Lessee shall seed and reseed the extra premises until an adequate stand of grass is available. In the event that this area should again grow up so that it blocks the sight distance, then the Lessee may mow or trim the same.

8. Condemnation: If the leased premises shall be taken or condemned by any competent authority, or conveyed to such authority in view of a threatened or eminent condemnation, this lease shall thereupon be terminated as of the date of such taking or conveyance, and adjustment of rental to such date; provided, however, if only a part of the leased premises should be taken or condemned or conveyed and the same does not destroy the practical use of the premises by Lessee for its purposes, then Lessee shall have the option of continuing to lease the remainder of the premises with an equitable abatement of rent.

9. Default: Lessee shall be in default in the event that rental payments hereunder have not been made within fifteen (15) days of the due date, or if there is any failure by Lessee to perform its obligations hereunder, or any breach of them, and the Lessor gives written notice thereof to the Lessee and the Lessee does not immediately (within thirty (30) days) cure

such default, or begin to cure such default and proceed promptly until the same has been cured.

10. Taxes: Lessor shall pay the real estate due and payable on the

real property leased. Lessee shall be responsible for the payment of any assessment for improvements upon the premises. The Lessee is a tax exempt body and no taxes should accrue on account of its use hereof. In the event that such taxes are assessed the Lessee shall either pay or provide for the release of such taxes. It is agreed between the parties hereto that the Lessee may record this lease or a short form memorandum of this lease, and the Lessor agrees to execute the same for recording. Any such recording shall be at the cost of the Lessee.

11. Binding Effect: The provisions of this lease shall apply to, bind and inure to the benefit of the parties, their successors, legal representatives and assigns, and any conveyance of the property herein the Lessor agrees that he will specifically make such conveyance subject to the terms and conditions of this lease.

12. Notices: It is agreed between the parties hereto that any notices herein shall be deemed to have been given if mailed in an envelope certified or registered mail, return receipt requested to the following addresses:

If to the Lessor:

R. E. Harris, Trustee

P. O. Box 37

Glade Spring, Virginia 24340

If to the Lessee:

Smyth County Board of Supervisors

121 Bagley Circle Suite 100

Marion, Virginia 24354

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

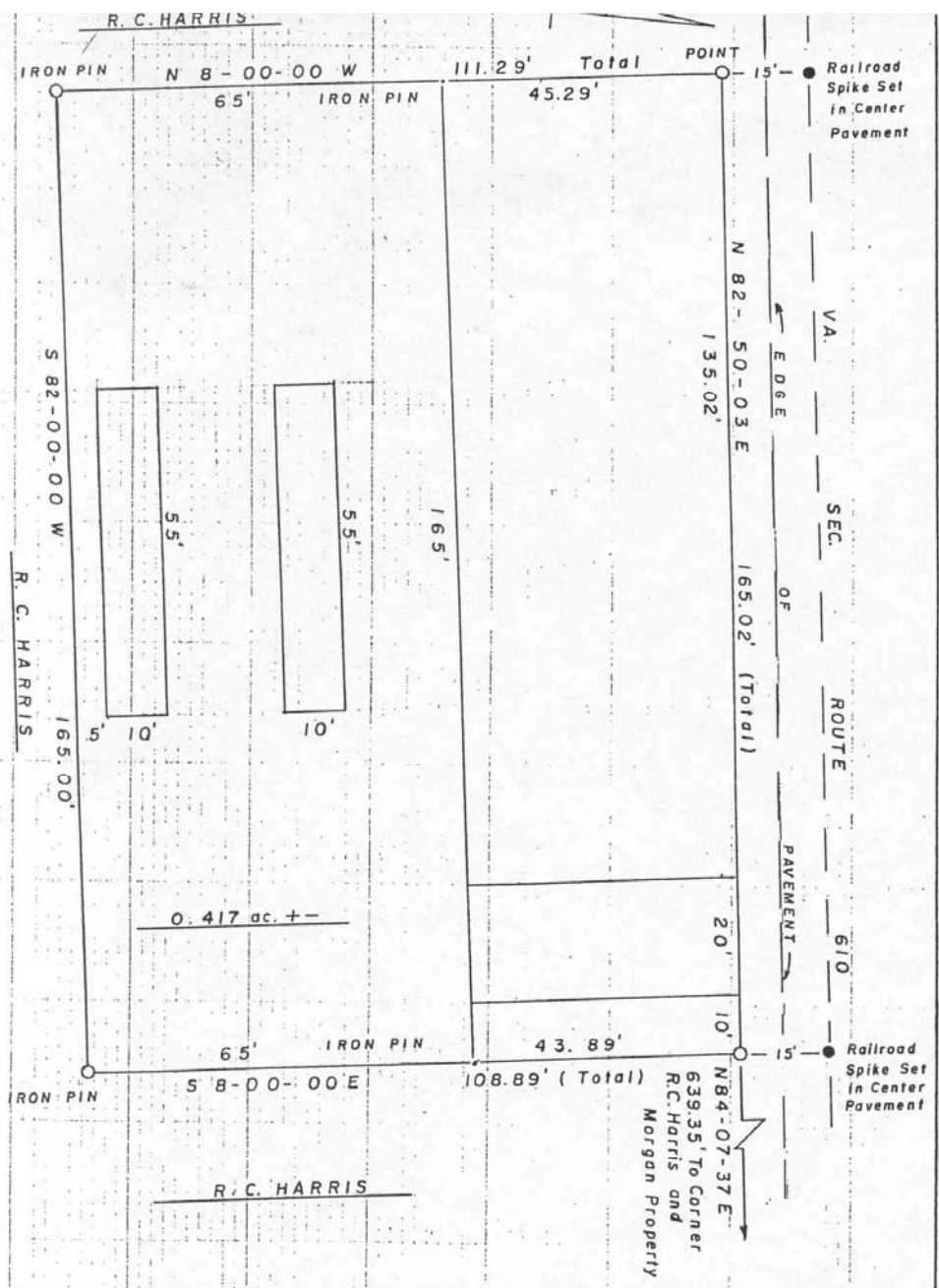
S. H. FLEENOR

KEVIN FLEENOR

SMYTH COUNTY, VIRGINIA BOARD OF SUPERVISOR

BY: _____

Chairperson



SMYTH COUNTY PUBLIC SERVICE AUTHORITY

LOCATED IN THE NORTH FORK MAG.
 DIST. SMYTH COUNTY, VIRGINIA
 SURVEYED BY KENNETH M. SELLS
 CERTIFIED LAND SURVEYOR
 DATE 8-28-91
 SCALE 1" = 20'

NOTE:
 THIS TRACT SUBJECT TO ANY EXISTING
 EASEMENTS, RIGHT OF WAYS AND
 RESTRICTIONS.
 NO TITLE REPORT FURNISHED

Exhibit A

Vote: 4 Yea

1 Nay (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Ms. Neitch, seconded by Mr. Staley, and duly carried, the Board approves the following Lease Agreement with Laura Copenhaver Industries, Inc. and approves payment in the amount of \$1,200.00 for the first year.:

LEASE

This Lease made this the 14th day of January, 2003, by and between Laura Copenhaver Industries, Inc., a Virginia Corporation, of Smyth County, Virginia, hereinafter referred to as “Lessor”, and the Board of Supervisors of Smyth County, Virginia, a Body Politic, 121 Bagley Circle, Suite 100, Marion, Virginia, 24354, hereinafter referred to as “Lessee”.

WITNESSETH

The parties hereto intend to be legally bound by this lease and in consideration of the promises and covenants herein the parties agree as follows:

1. Leasing: Lessor hereby leases unto the Lessee and Lessee hereby agrees

to lease from the Lessor the premises described as a tract of land, just north of and adjacent to the intersection of State Routes 617 and 665, just north of the Town of Marion, Smyth County, Virginia. The property is shown on a plat dated August 5, 1992, prepared by Kenneth M. Sells and attached to this lease as Exhibit A.

2. Term: The term of this lease shall be for ten (10) years beginning on September 1, 2002 and ending at midnight on August 31, 2012. In addition the Lessee shall have the right to renew this lease for two (2) successive five year terms beginning immediately upon the termination of this lease. If the Lessee should desire to extend the term of this lease, it shall give unto Lessor at least ninety (90) days written notice prior to the end of the terms of this lease. Upon each subsequent renewal the rental payment mentioned herein shall be negotiated in good faith between the parties.

3. Rent: The Lessee agrees to pay unto the Lessor the sum of One Thousand

Two Hundred Dollars (\$1,200.00) annually for the lease of these premises, the receipt of which said first year's end is acknowledged by the Lessor upon the execution of this lease. The Lessee agrees to pay annual installments of rent each in the amount of One Thousand Two Hundred Dollars (\$1,200.00) upon the execution of this lease and in each successive year during the term hereof. In the

event that this lease is extended by the option of the Lessee, rent shall continue to be paid annually on the same schedule. All rental payments shall be paid to Laura Copenhaver Industries at P. O. Box 149, Marion, Virginia 24354.

4. Utilities: Lessor shall make available any necessary right of ways in order for the Lessee to secure utilities to the premises. The Lessee shall be fully responsible for the payment of any and all utility bills including water, electric, heat, gas or lights during the term of this lease or and continuance thereof.

5. Maintenance: The Lessee agrees that it will keep and maintain the premises in good condition during the term of this lease or any extension. The Lessee shall be permitted to construct any buildings or structures on the premises and, at the termination of this lease, Lessee shall be permitted a reasonable time to remove any such buildings or structures at Lessee's option. Any equipment, machinery or scales, etc., in and about the use of the premises for a convenience station may also be removed by the Lessee at the termination of this lease. In the event the Lessee determines to use a movable building on the premises this moveable building may also be removed at the end of the lease.

6. Insurance: Lessee agrees to carry liability insurance on the premises and to name the Lessor as an additional insured thereon. The amount of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) single limit coverage.

7. Alteration and Improvements:

A. It is agreed that Lessee may make such alterations or improvements upon the grounds as it deems proper for it's purpose. In any such improvements the Lessee shall reseed areas not paved or graveled for use by the Lessee, and shall keep the property in a neat and tidy condition during the term of this lease, considering the use to which the same is being put for convenience station for the public use of Smyth County, Virginia.

B. The Lessor further agrees that the Lessee may grade the adjacent premises, not covered by this lease, in order to improve the sight distance to the premises leased hereunder. Such grading shall be done only to provide adequate sight distance. In the event that the Lessee grades such premises it may grade or remove rock and soil, trees, brush and undergrowth therefrom. At the conclusion of such grading or removal, the Lessee shall seed and reseed the extra premises until an adequate stand of grass is available. In the event that this area should again grow up so that it blocks the sight distance, then the Lessee may mow or trim the same.

8. Condemnation: If the leased premises shall be taken or condemned by any competent authority, or conveyed to such authority in view of a threatened or eminent condemnation, this lease shall thereupon be terminated as of the date of such taking or conveyance, and adjustment of rental to such date; provided, however, if only a part of the leased premises should be taken or condemned or

conveyed and the same does not destroy the practical use of the premises by Lessee for its purposes, then Lessee shall have the option of continuing to lease the remainder of the premises with an equitable abatement of rent.

9. Default: Lessee shall be in default in the event that rental payments hereunder have not been made within fifteen (15) days of the due date, or if there is any failure by Lessee to perform its obligations hereunder, or any breach of them, and the Lessor gives written notice thereof to the Lessee and the Lessee does not immediately (within thirty (30) days) cure such default, or begin to cure such default and proceed promptly until the same has been cured.

10. Taxes: Lessor shall pay the real estate due and payable on the real property leased. Lessee shall be responsible for the payment of any assessment for improvements upon the premises. The Lessee is a tax exempt body and no taxes should accrue on account of its use hereof. In the event that such taxes are assessed the Lessee shall either pay or provide for the release of such taxes. It is agreed between the parties hereto that the Lessee may record this lease or a short form memorandum of this lease, and the Lessor agrees to execute the same for recording. Any such recording shall be at the cost of the Lessee.

11. Use of premises: The parties acknowledge that Lessee will use the premises for the collection and temporary storage of solid waste and as a recycling center. This is known as a "convenient station". If Lessee leases any other site for use as a convenience station during the term of this lease and pays a rental amount greater than the rental paid to Lessor herein, the rent payable to

Lessor shall be increased to an amount equal to the amount paid under subsequent lease for the remainder of the term of this lease.

12. Lessee's right of termination. Lessee shall have the right to terminate this lease at any time by giving the Lessor sixty (60) days written notice of termination. Rent for the year of such termination shall be pro-rated to the date of termination and all rent subsequent to the date of termination shall be canceled. Upon termination of the lease, either by notice or at the end of a term, the Lessee shall vacate the premises, leaving the premises clean and free of debris.

13. Binding Effect: The provisions of this lease shall apply to, bind and insure to the benefit of the parties, their successors, legal representatives and assigns, and any conveyance of the property herein the Lessor agrees that he will specifically make such conveyance subject to the terms and conditions of this lease.

14. Notices: It is agreed between the parties hereto that any notices herein

shall be deemed to have been given if mailed in an envelope certified or registered mail, return receipt requested to the following addresses:

If to the Lessor:

Laura Copenhaver Industries

P. O. Box 149

Marion, Virginia 24354

If to the Lessee:

Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, Virginia 24354

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

LAURA COPENHAVER INDUSTRIES, INC.

BY: _____

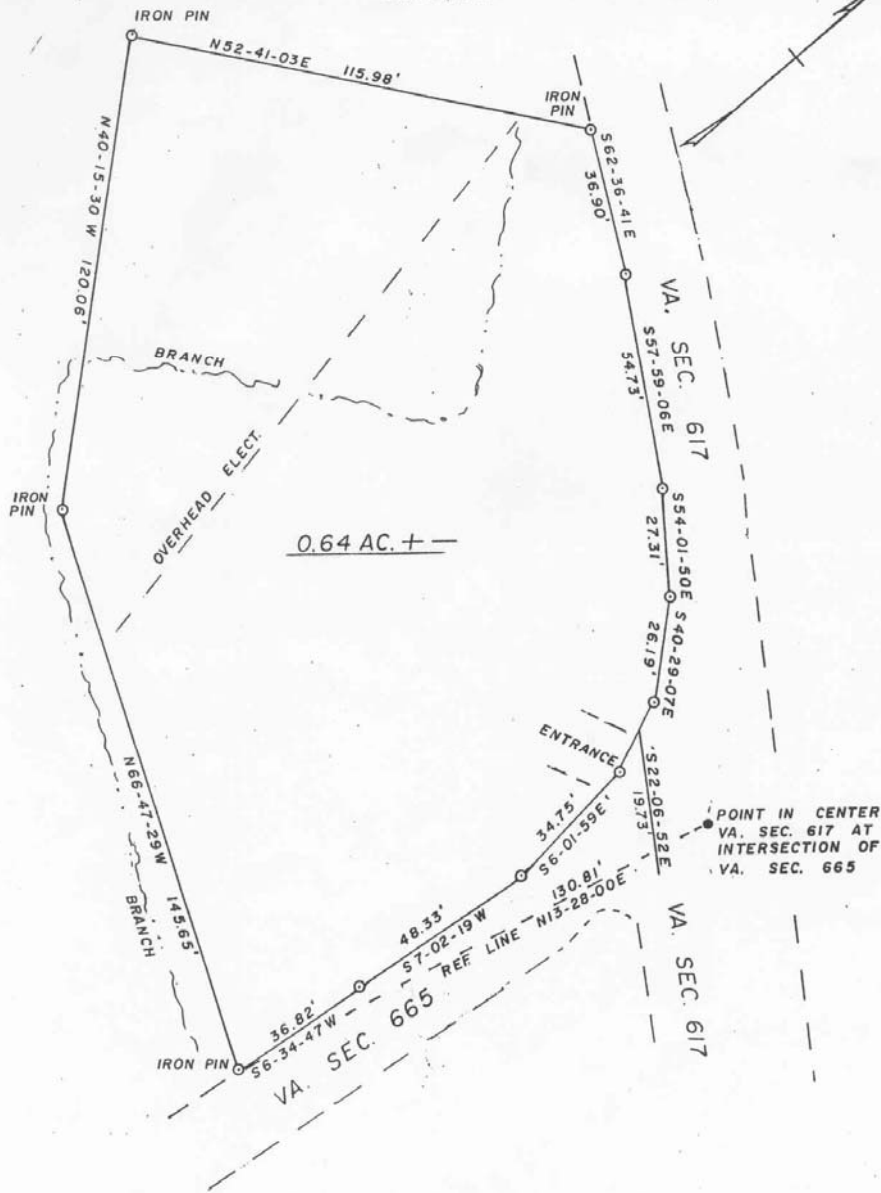
Thomas E. Copenhaver, President

SMYTH COUNTY BOARD OF SUPERVISORS

BY: _____

Chairman

Exhibit A



SMYTH COUNTY PUBLIC SERVICE AUTHORITY
LOCATED IN PARK DISTRICT
SMYTH COUNTY, VIRGINIA
SURVEYED BY KENNETH M. SELLS C. L. S.
DATE 8-5-92 SCALE 1"=30'
LEGAL REF.

THIS TRACT IS SUBJECT TO ANY
EXISTING EASEMENTS, RIGHT OF
WAYS AND RESTRICTIONS
NO TITLE REPORT FURNISHED

Vote: 4 Yea

1 Nay (Fullen)

2 Absent (Jennings and Perry)

Upon motion of Mr. Blevins, seconded by Ms. Neitch, and duly carried, the matter of convenience station lease for the Wilkinson Mill site is approved, subject to said lease being signed by Lessor, and payment for said lease is approved in the amount of \$1,200.00.

Vote: 4 Yea

1 Nay (Fullen)

3 Absent (Jennings and Perry)

Upon motion of Mr. Fullen, seconded by Mr. Staley, and duly carried, the Board approves the recommendation of a personal property tax refund to Debra Jean Gillespie P. O. Box 2078 Chilhowie, Virginia 24319 in the amount of \$14.85 for calendar year 2002 as recommended by the County Attorney.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, the Board approves the following agreement:

AGREEMENT BETWEEN THE
COUNTY OF SMYTH, VIRGINIA

AND

THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES

REGARDING

LOCAL GOVERNMENT EXPENDITURES IN SUPPORT

OF FEDERAL PROGRAMS ADMINISTERED BY VDSS

This Agreement is entered into this first day of July 1, 2002, by and between the County of Smyth, Virginia (hereinafter referred to as the “the Locality”) and the Virginia Department of Social Services (hereinafter referred to as “VDSS”).

WITNESSETH

WHEREAS, the VDSS is the Single State Agency responsible for the Statewide administration and financing of major Federal human service programs, including (but limited to):

Temporary Assistance to Needy Families (authorized by Title IV-A
of the Social Security Act),

Child Support Enforcement (authorized by Title IV-D of the Social

Security Act),

Foster Care and Adoption Services (authorized by Title IV-E of the

Social Security Act), and

The Food Stamps Program (authorized by The Food Stamp Act and

other

Federal legislation); and

WHEREAS, the VDSS maintains a “state supervised” social services delivery system that is “locally administered” by the local Department of Social Services, within and on behalf of the Locality; and

WHEREAS, both VDSS and the Locality share a desire to expand local human services to the extent that resources are available to address otherwise unmet social needs; and

WHEREAS, the Locality has elected to make voluntary, necessary, and reasonable contributions of local and other unmatched non-Federal financial resources (over and above State mandated levels) to the costs of administering and providing human services under one or more of the above-referenced or other Federal programs administered by VDSS; and

WHEREAS, the financial contributions made by the Locality may be eligible for Federal Financial Participation (FFP), provided appropriate claims are made by VDSS to the cognizant Federal agencies; and

WHEREAS, both VDSS and Locality desire to assure that the Locality receives appropriate FFP earned on the financial contributions of the Locality; and

WHEREAS, both VDSS and the Locality desires to establish and maintain appropriate procedures within VDSS to assure that claims are filed in an accurate manner, the Locality is reimbursed on a timely basis, and the integrity of all contributions, expenditures, and claims are assured;

NOW, THEREFORE, VDSS and the Locality hereby agree as follows:

ARTICLE 1

DOCUMENTATION AND REPORTING OF LOCAL EXPENDITURES

- 1.1 The Locality agrees to maintain documentation of the expenditures that it incurs and the eligibility of the persons served consistent with procedures developed by VDSS and consistent with those services identified with the approved plan, as defined in the Scope of Services (Attachment A).
- 1.2 The Locality agrees to submit a claim to VDSS (on a quarterly basis) documenting and certifying the actual direct and indirect costs incurred by the Locality that have not been otherwise claimed for or reimbursed by VDSS or any other Federal reimbursement process.
- 1.3 The Locality shall attach to each claim a statement certifying that the expenditures being claimed for reimbursement are made from public funds and are reasonable and necessary for the efficient operation of the program

in question, The Locality shall also provide, for VDSS review, such documentation as VDSS may specify in order for VDSS to exercise its fiduciary responsibility as the Single State Agency for the Federal program (s) in question.

- 1.4 The Locality's services and expenditures shall adhere to applicable VDSS policy and all claims shall be in a form and format specified by VDSS. The Locality's claims shall use, as appropriate and with the prior approval of VDSS, statewide cost allocation methodologies in conjunction with other data as the basis for allocating costs.
- 1.5 The Locality agrees to form a local oversight board to administer the project or related funds resulting from this agreement. The Locality agrees to effect a separate written agreement (s) between this board and any subsequent local partner (s) participating in this agreement, for the purpose of defining the distribution of any funds resulting from this agreement.
- 1.6 The Locality agrees to provide such additional information as may be required by VDSS and the cognizant Federal agency to determine the appropriateness of its claim and to provide reasonable estimates of future expenditures.
- 1.7 VDSS agrees to include in its claim to the cognizant Federal agency the expenditures certified by the Locality under this Agreement.

- 1.8 VDSS agrees to reimburse the Locality for the FFP paid by the cognizant Federal agency attributable to the Locality's claim, less an administrative fee of up to five (5) percent.

VDSS shall not be obligated to process this claim for reimbursement on behalf of the Locality until VDSS has assured itself that the pass-through of FFP to the Locality is appropriate. VDSS agrees to make every effort to make sure that this pass-through takes place within 15 working days of receipt of those funds from the Federal government.

- 1.9 VDSS agrees to use the proceeds of the administrative fee to establish and maintain an orderly process for claiming appropriate FFP on behalf of the Locality.

The VDSS process will include the VDSS hiring of sufficient and trained staff or contractual assistance necessary to oversee the claiming process, monitoring the Locality's compliance with applicable Federal and State policies, and assuring (by either pre – or post-audit) the integrity of claims made under this Agreement.

- 1.10 VDSS agrees to annually review with the Locality the reasonableness of the

five (5) percent administrative fee. VDSS agrees to make every effort to assure that its costs are shared with other localities seeking to maximize

appropriate Federal funding for its services and, to the extent possible, reduce the fee to the Locality.

ARTICE 2

FEDERAL FINANCIAL PARTICIPATION

- 2.1 The Locality shall be eligible to receive applicable FFP on Locality contributions for which open-ended Federal funding is available or as otherwise provided by State or Federal law and regulation.

It is understood and agreed among the parties hereto that VDSS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of this Agreement.

- 2.2 The Locality shall not be entitled to receive reimbursement for FFP earned on programs where Federal funding is capped or the pass-through of FFP to the Locality would cause a reduction in FFP to another locality or to a program administered directly by VDSS.

- 2.3 The Locality agrees to reinvest the additional FFP received under this agreement to enhance and expand its human service programs or to develop new initiatives to better meet social services needs identified by Locality in collaboration with the VDSS, localities, and community-based organizations participating in coordinated activities.

- 2.4 The Locality agrees that not portion of the additional FFP received under this

agreement will be used to supplant local or other funding for social or other services that are part of this agreement, unless a written exception is approved by VDSS.

ARTICLE 3

LIABILITY

3.1 The Locality agrees to assume full responsibility for any financial obligations resulting from disallowances by the Federal Government of Federal reimbursements "received" by and attributable to Locality expenditure claims, pursuant to the terms of this agreement.

3.2 In the event that a Federal disallowance results in a loss of funds under this agreement, the Locality will make reimbursement to VDSS upon the final determination of any appeal made to the Federal government made by VDSS on behalf of the Locality.

3.3 Notwithstanding the obligation of the Locality to make full reimbursement as provided above, this Agreement authorizes VDSS to deduct any and all amounts disallowed by the Federal government from payments that would otherwise be made by VDSS to the Locality.

ARTICLE 4

AMENDMENTS

4.1 Either party may initiate a request to amend this Agreement by sending written notice, mailed first class, postage prepaid, to the following addresses.

If to VDSS:

Mr. D. Richard Wethington, Project Manager

Department of Social Services

Commonwealth of Virginia

730 E. Broad Street

Richmond, Virginia 23219-1849

If to Locality:

Mr. Edwin Whitmore, III, County Administrator

Smyth County Board of Supervisors

121 Bagley Circle, Suite 100

Marion, VA 24354

Unless a shorter period is agreed to, amendments must be submitted at least thirty (30) working days in advance of their proposed effective date.

4.2 The non-initiating party shall respond to the amendment request within thirty (30) working days of its receipt. Amendments must be approved in writing by both parties and executed by persons authorized to bind the respective parties.

Article 5

TERMINATION

5.1 This agreement shall cover all properly documented services provided by the

Locality that are subsequently submitted to the VDSS for allowable federal reimbursement within the terms of this agreement and within the federally defined timeframes for reimbursement. This agreement shall remain in effect until either party notifies the other party of its intent to terminate the agreement.

5.2 Termination shall take effect no sooner than 60 days after written notification

by one party to the other, unless an alternative date is agreed upon. Such notification will be mailed first class, postage prepaid, to the address listed in Section 4.1, above. If the Agreement is so terminated, then each party shall within sixty (60) working days of the termination date reimburse the other party for any monies owed.

5.3 The VDSS reserves the right to cancel and terminate this agreement, in part or

in whole, without penalty, upon 60 days written notice to the Locality.

Any contract cancellation notice shall not relieve either party of the

obligation to deliver and/or perform on all outstanding deliverables prior to the effective date of cancellation.

ARTICLE 6

RETENTION AND REVIEW OF RECORDS

- 6.1 Both parties, or their agent (s), agree to retain all books, records, and other documents which are relevant to this Agreement for no less than three (3) years after the date of the final report for the applicable period; a resolution of audit findings; or disposition of non-expendable property, whichever is later.
- 6.2 The Locality agrees that VDSS or its agent (s) shall, during the term of the Agreement and for three (3) years after the date of the final report for the applicable period, have reasonable access to and the right to examine any documents and financial records pertaining to the Agreement for the purposes of an audit of the payments made as a result of the Agreement.
- 6.3 The Locality agrees to include the terms of this agreement, by reference, in all sub-agreements or cooperative agreements with other entities providing services to the people of the Locality where the pass-through of Federal funding to those entities is contemplated.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

FOR VDSS:

For The Local Department:

Signature

Signature of Local Department of Social

Services Director

David A. Mitchell

V. J. Miller, Director

Deputy Commissioner

Date: _____

Date: _____

For the Locality:

Counsel for the Locality:

Michael D. Roberts, Chairman

John H. Tate, Jr., County Attorney

Date: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES FOR TITLE IV-E FOSTER CARE

PREPLACEMENT PREVENTION PROJECTS

ADMINISTRATION OF THE TITLE IV-E STATE PLAN

A. The Locality collaborates with various local agencies (a.k.a.; partner (s) to provide the delivery of social services within the community. As it relates to Title IV-E foster care and foster care pre-placement prevention, such services will

include the provision of case management and other Title IV-E allowable administrative support activities to children and families of children for the purpose of maintaining a safe and stable in-home setting for the child or to plan for out of home placement.

B. Among the Title IV-E Foster Care Prevention services to be provided, the LDSS

and partner (s) will be responsible for determining when a child receiving services

from the partner (s) may be considered to be a reasonable candidate for foster care (including all forms of out-of-home care). “Reasonable candidates” are those children for whom there is:

an eligibility determination form which has been completed by VDSS or

a

local department of social services to establish the child's eligibility under

Title IV-E; or

evidence of court proceedings in relation to the removal of the child from

the home (e.g., a petition to the court, a court order, or a transcript of the

court's proceedings); or

a defined case plan which clearly indicates that, in the absence of

effective

preventive services, foster care or other out-of-home placement is the

planned arrangement for the child.

C. With respect to those children determined to be "reasonable candidates," the

partner (s) agrees to perform administrative functions that are necessary for

the proper and efficient administration of the Title IV-E State Plan. These

functions

may include such administrative activities as:

referral to services,

preparation for and participation in judicial proceedings,

development of the case plan,

case reviews,

case management and supervision, and

a proportionate share of related agency overhead.

- D. The LDSS will maintain files at the LDSS showing evidence of the LDSS determination of reasonable candidacy. The determination of reasonable candidacy will be documented every six months in the service plan or a suitable addendum as prescribed by VDSS.
- E. The LDSS and partner (s) shall cease claiming Federal financial participation (FFP) for the administrative costs related to Title IV-E pre-placement prevention with respect to a child once that child is no longer considered to remain a “reasonable candidate.”

Once a child has been determined to be a “reasonable candidate” for foster care, that

child shall remain a reasonable candidate until one of the following three events take \ place:

1. Ages out – The child reaches his/her 18th birthday or up to the month a child completes his/her educational program if the child is expected to

complete that educational program by or within the month of his/her 19th birthday; or

2. Status changes – The child is no longer a “reasonable candidate,” that is:
 - the child is removed from his/her home and placed in out-of-home care; or
 - the child becomes ineligible for Title IV-E (if that was the criterion upon which reasonable candidacy was based); or
 - the judicial proceedings related to the child are changed to reflect the fact that placement of the child is out-of-home care is no longer the planned arrangement for the child (if that was the criterion upon which reasonable candidacy was based); or
 - the LDSS or partner (s), acting under the terms of a written agreement with the LDSS, determines that absent preventive services, out-of-home care is no longer the planned arrangement for the child (if that was the criterion upon which reasonable candidacy was based); or
3. Times out – Six months have elapsed since the child was last determined to

be a reasonable candidate OR a longer period if conditions have not changed (the same or reasonably equivalent conditions that led the child to be a reasonable candidate continue to exist for the child).

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the Budget Committee recommendation to accept Grant Number 03-G9359VA02, Title V-Stop in the amount of \$28,193.00 (Federal \$20,455.00 Local Match \$7,738.00).

Upon motion of Mr. Staley, seconded by Ms. Neitch, and duly carried, the Smyth County Board of Supervisors affirms the Smyth County Projects as listed on the Transportation Priority Study by Mount Rogers Planning District Commission.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves the Budget Committee recommendation that the Juvenile & Domestic Relations Court made to loan a Minolta EP4230 copier used by their office to the Virginia State Police Regional Sub Office located at Southwestern State Hospital. Copier is to be accepted with the understanding no maintenance agreement to be provided by the County and said machine to be accepted as is.

Upon motion of Ms. Neitch, seconded by Mr. Blevins, and duly carried, BE IT
RESOLVED THAT THE ADOPTS THE FOLLOWING FORMS:

RESIDENTIAL ANTI-DISPLACEMENT AND
RELOCATION ASSISTANCE PLAN

Smyth County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income dwelling unit as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, Smyth County will make public and advise the state that it is undertaking such an activity and will submit to the state, in writing, information that identifies:

- (1) A description of the proposed assisted activity;
- (2) The general location on a map and approximate number of dwelling units by size

(number of Bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;

- (3) A time schedule for the commencement and completion of the demolition or conversion.
- (4) The general location on a map and approximate number of dwelling units by size that will be provided as replacement dwelling units;
- (5) The source of funding and a time schedule for the provision of replacement dwelling units;
- (6) The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least ten (10) years from the date of initial occupancy; and
- (7) Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low and moderate-income households in the jurisdiction.

Smyth County will provide relocation assistance to each low/moderate income household displaced by the demolition of housing or by the direct result of assisted activities. Such assistance shall be that provided under Section 104 (d) of the Housing and Community Development Act of 1974, as amended, or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The County's FY 2003 project includes the following activities:

- Purchase of telemedicine equipment

- Initial installation and training
- Instructional programming

The activities as planned will not cause any displacement from conversion of occupiable structures. As planned, the project calls for the use of existing right-of-way or easements to be purchased or the acquisition of tracts of land that do not contain housing. The County will work with the grant management staff, engineers, project area residents, and the Department of Housing and Community Development to insure that any changes in project activities do not cause any displacement from or conversion of occupiable structures.

In all cases, an occupiable structure will be defined as a dwelling that meets local building codes or a dwelling that can be rehabilitated to meet code for \$25,000 or less.

_____ Chief Administrative Official

Date _____

LOCAL BUSINESS AND EMPLOYMENT PLAN

1. Smyth County designates as its Local Business and Employment Project Area the boundaries of Smyth County.
2. The County, its contractors, and designated third parties shall in utilizing Community Improvement Grant funds utilize businesses and lower income

residents of the project area in carrying out all activities, to the greatest extent feasible.

3. In awarding contracts for work and for procurement of materials, equipment or services of the County, its contractors and designated third parties shall take the following steps to utilize businesses which are located in or owned in substantial part by persons residing in the Project Area are:

- A. The County shall ascertain what work and procurements are likely to take place through the Community Improvement Grant Funds.

- B. Smyth County shall ascertain through various and appropriate sources including:

Smyth County News

Saltville Progress

WOLD RADIO

the business concerns within the project area which are likely to provide materials, equipment and services which will be utilized in the activities funded through the Community Improvement Grant.

- C. The identified business concerns shall be apprised of opportunities to submit

bids, quotes or proposals for work or procurement contracts which utilize
CIG

funds.

C. To the greatest extent feasible the identified business and any other
project

are business concerns shall be utilized in activities which are funded with
CIGs.

4. In the utilization of trainees or employees for activities funded through CIG's
the County, its contractors and designates third parties shall take the following
steps to utilize lower income persons residing in the Project Area.

A. Smyth County in consultation with its contractors (including design
professionals) shall ascertain the types and number of positions for both
trainees and employees which are likely to be utilized during the project
funded by CIGs.

B. The County shall advertise through the following sources:

Smyth County News and Messenger

Saltville Progress

WOLD Radio

the availability of such positions with the information on how to apply.

C. The County, its contractors, and designated third parties shall be required to maintain a record of inquiries and applications by project area residents who respond to advertisements, and shall maintain a record of the status of such inquiries and applications.

D. To the greatest extent feasible, the County, its contractors, and designated third parties shall utilize lower income project area residents in filling training and employment positions necessary for implementing activities funded by CIGs.

5. In order to ascertain substantial compliance with the above affirmative actions and Section 3 of the Housing and Community Development Act of 1968, the County shall keep, and require to be kept by contractors and designated third parties, listing of all persons employed and all procurements made through the implementation of activities funded by CIGs. Such listings shall be completed and shall be verified by site visits and interviews, cross-checking of payroll reports and invoices, and through audits if necessary.

Chairman

Date

VIRGINIA: At a continued meeting of the Smyth County Board of Supervisors

held at the County Administration Building on Thursday, January

23, 2003, at 7:00 p.m.

PRESENT: All Board Members save Ms. Jennings, Roberts, and Mr. Perry.

STAFF: Edwin B. J. Whitmore, III; John H. Tate, Jr., and Mary Ann Evans.

The Vice Chairperson called the meeting to order.

Pursuant to notice duly published in a local newspaper, the Board proceeded to conduct a joint public hearing with the Smyth County Planning Commission on the following matters:

1. An application for a Special Use Permit from Phillip C. Gibson for a fruit and vegetable roadside market on Highway 11 near junction with Fox Valley Road

as permitted by Section 3-2.2 (j). The property is identified by tax map number 55A-4-7 and is zoned Agricultural/Rural.

2. An application for a Special Use Permit from Phillip C. Gibson to install a recreational vehicle on Highway 11 near junction with Fox Valley Road as permitted by Section 3-2.2 (j). The property is identified by tax map number 55-A-4-7 and is zoned Agricultural/Rural.

Two citizens were present.

No comments were received on either number 1 or number 2.

The Vice Chairperson closed the public hearing.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board agreed to enter into executive session to discuss acquisition of real property as outlined in Section 2.2-3711 (a) (3) of the Code of Virginia, as amended, and consultation with legal counsel as outlined in Section 2.2-3711 (a) (7) of the Code of Virginia, as amended.

The Vice Chairperson declared the executive session ended and the doors were opened to the public.

Vote: 4 Yea

3 Absent (Jennings, Perry, Roberts)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following resolution:

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

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

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Smyth County Board of Supervisors.

Vote: 4 Yea

3 Absent (Jennings, Perry, and Roberts)

The matter of Legal Services Agreement with Freeman Associates on the Allison Gap project was withdrawn from the Agenda.

Upon motion of Mr. Staley, seconded by Mr. Fullen, and duly carried, the Board approves and appropriates the sum of \$68,924.00 to King Ford Chrysler Plymouth for payment of four Sheriff's Department vehicles.

Vote: 4 Yea

3 Absent (Jennings, Roberts, and Perry)

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, the Board approves the transfer of \$20,000 in the Smyth County Industrial Development budget from line item 81030-8888-1 Incentive Fund to 81030-3002 Professional Services – Other.

Upon motion of Mr. Staley, seconded by Mr. Blevins, and duly carried, BE IT RESOLVED that the Smyth County Board of Supervisors adopts the following option with the Town of Marion:

