

Grayson County Board of Supervisors  
Regular Meeting  
September 8<sup>th</sup>, 2011

Members attending were: Mike Maynard, Larry K. Bartlett, Doug Carrico, Brenda Sutherland, and Joe Vaughan.

IN RE: CONSENT AGENDA

Mike Maynard made motion to approve the consent agenda; duly seconded by Joe Vaughan. Motion carried 5-0.

IN RE: BILLS

Jonathan Sweet explained the American Express bill and benefits.

IN RE: REPORTS, PRESENTATIONS OR REQUESTS

Willie Richardson, Region 4 Coordinator for the Virginia Department of Emergency Management (VDEM), discussed how important it is for the local government and the citizens of the Commonwealth to be prepared for emergencies. Preparation should be made to sustain you for 72 hours.

Ron Passmore, Chief of Grayson-Galax EMS, gave an update on their department. GGEMS is actively involved with achieving National Accreditation from the Commission on Accreditation of Ambulance Services, which is the National Gold Standard accreditation body. GGEMS was also recognized this year for new programs/services that have been established within the department. In the fall of 2009 the Tactical Medic program was established to provide Tactical EMS services to our coverage area. In 2010 an exercise/drill was conducted to examine and measure the abilities of the Tactical Medic Program. During this exercise/drill, the Tactical Medics were able to achieve all goals outlined for them. GGEMS Tactical Medic, Captain Billy Shore's photo appeared in the July/August Issue of "Virginia Lifeline-Faces of Virginia EMS". This marks the first time for GGEMS to be present in this publication. GGEMS was also recognized by the Regional EMS Council as the very first recipient of the new regional award for "Outstanding Achievement in EMS Health and Safety Award". This award is given to an EMS agency that has demonstrated comprehensive and significant accomplishments/programs that provide for the health, safety, and welfare of EMS providers.

Tom Jones, Chairman of Twin County Regional Airport Commission (TCRA) requested funding requirements for all projects. Larry K. Bartlett explained approximate funding at \$550,000 and the cost to the county could be as little as \$10,000 per year for Grayson County but the loan would be for the full amount of \$724,000.

Mike Maynard made motion to adopt the Resolution contingent upon approval with Carroll County and Galax City; duly seconded by Doug Carrico. Roll call vote as follows:

Ayes  
Larry K. Bartlett  
Doug Carrico  
Mike Maynard  
Joe Vaughan  
Brenda Sutherland

Nays

Motion carried 5-0.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
AGREEMENT PROVIDING FOR A NON-BINDING  
OBLIGATION OF THE COUNTY TO CONSIDER CERTAIN  
APPROPRIATIONS TO THE TWIN COUNTY AIRPORT COMMISSION, AND  
AGREEING TO CERTAIN MATTERS RELATED TO THE ISSUANCE AND  
SALE OF  
REVENUE BONDS OF THE TWIN COUNTY AIRPORT COMMISSION TO  
VIRGINIA RESOURCES AUTHORITY**

**WHEREAS**, the Twin County Airport Commission (**the “Commission”**) has been duly created by the General Assembly of the Commonwealth of Virginia in accordance with Chapter 379 of the Virginia Acts of Assembly of 1964, as amended;

**WHEREAS**, the Commission desires to issue revenue bonds in an estimated maximum principal amount of \$724,000 (**the “Airport Bonds”**), the proceeds of which, together with other available funds and grants, are expected to be sufficient to pay the costs of financing construction of a new T-Hanger and Commercial Hangar Building (**collectively, the “Project”**), all as more particularly described in Exhibit B to the Financing Agreement, dated as of October 1, 2011 (**the “Financing Agreement”**) between the Commission and the Virginia Resources Authority (**“VRA”**), as Administrator of the Virginia Airports Revolving Fund;

**WHEREAS**, the Commission has applied to VRA for the purchase of the Airport Bonds, and VRA has indicated that its agreement to purchase the Airport Bonds will be conditioned upon the County of Grayson, Virginia’s (**the “County”**) undertaking a non-binding obligation to appropriate from time to time moneys to the Commission in connection with payments due on the Airport Bonds;

**WHEREAS**, the Board of Supervisors of the County (**the “Board of Supervisors”**) desires to enter into a support agreement with the Commission setting forth the County’s agreement to undertake such a non-binding obligation (**the “Support**

**Agreement”)** and consents to the issuance of the Airport Bonds and the Commission entering into the Financing Agreement; and

**WHEREAS**, a draft of the Support Agreement has been presented to the Board of Supervisors at this meeting; and

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

1. It is determined to be in the best interests of the County and its citizens for the Board of Supervisors to enter into the Support Agreement and to consent to the issuance of the Airport Bonds and the Commission entering into the Financing Agreement.

2. In consideration of the Commission’s undertakings with respect to financing the Project, the Chairman or Vice-Chairman, either of whom may act, is hereby authorized and directed to execute and deliver the Support Agreement. The 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 or Vice-Chairman, the execution thereof by the Chairman or Vice-Chairman to constitute conclusive evidence of his or her approval of such completions, omissions, insertions or changes.

3. The County Administrator is hereby authorized and directed to carry out the obligations imposed by the Support Agreement on the County Administrator.

4. As provided by the Support Agreement, the Board of Supervisors hereby undertakes a non-binding obligation to appropriate to the Commission such amounts as may be requested from time to time pursuant to the Support Agreement, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Board of Supervisors do likewise during the term of the Support Agreement.

5. This resolution shall take effect immediately.

Adopted this 8<sup>th</sup> day of September, 2011.

**SUPPORT AGREEMENT  
COUNTY OF GRAYSON, VIRGINIA**

**THIS SUPPORT AGREEMENT** is made as of October \_\_, 2011, among the **BOARD OF SUPERVISORS OF THE COUNTY OF GRAYSON, VIRGINIA** (the **“Board of Supervisors”**), acting as the governing body of the County of Grayson,

Virginia (the “County”), the VIRGINIA RESOURCES AUTHORITY (“VRA”), as administrator of the VIRGINIA AIRPORTS REVOLVING FUND (the “Fund”) and TWIN COUNTY AIRPORT COMMISSION (the “Commission”), for the benefit of VRA, as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement, dated as of October \_\_, 2011 (the “Financing Agreement”), between VRA and the Commission.

#### **RECITALS:**

**WHEREAS**, the Commission has been duly created by the General Assembly of the Commonwealth of Virginia in accordance with the Chapter 379 of the Virginia Acts of Assembly of 1964, as amended (the “Act”);

**WHEREAS**, the Commission desires to issue revenue bonds in a principal amount of \$724,000 (the “Local Bond”), the proceeds of which, together with other available funds and grants, are expected to be sufficient to pay the costs of financing the construction of a new T-Hanger and Commercial Hangar Building, all as more particularly described in Exhibit B to the Financing Agreement (collectively, the “Project”);

**WHEREAS**, the Commission has applied to VRA, as Administrator of the Fund, for the purchase of the Local Bond, and VRA has indicated that its agreement to purchase the Local Bond will be conditioned upon the County undertaking a non-binding obligation to appropriate from time to time moneys to the Commission in connection with payments due on the Local Bond;

**WHEREAS**, the Board of Supervisors adopted on September 8, 2011, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board of Supervisors to consider certain appropriations in support of the Local Bond and the Project; and

**WHEREAS**, the Commission will be entering into the Financing Agreement with VRA which will require the Commission to make certain payments to or at the direction of VRA to repay the Local Bond and to comply with certain terms and conditions as set forth therein.

#### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.
2. The Commission shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

3. No later than [March 15] of each year, beginning [March 15, 2012], the Commission shall notify the Board of Supervisors of the amount (**the “Annual Deficiency Amount”**) by which the Commission reasonably expects the net Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement and the Local Bond, and (ii) any other payments due and owing by the Commission under the Financing Agreement (**the “Additional Payments”**) in full as and when due during the County’s fiscal year beginning the following July 1. Notwithstanding anything herein to the contrary, the obligation of the County, the County of Carroll, Virginia (**“Carroll County”**) and the City of Galax, Virginia (**the “City”**) hereunder shall be limited to the debt service obligations under the Financing Agreement and the Local Bond such that 1/3<sup>rd</sup> of such amount will be provided equally by the County, Carroll County and the City.

4. The County Administrator of the County (**the “County Administrator”**) shall include the Annual Deficiency Amount in the budget submitted to the Board of Supervisors for the following fiscal year as an amount to be appropriated to or on behalf of the Commission. The County Administrator shall deliver to VRA within ten days after the adoption of the County’s budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board of Supervisors has appropriated to or on behalf of the Commission an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Commission shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board of Supervisors in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board of Supervisors, and the Board of Supervisors shall consider such request at the Board of Supervisor’s next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify VRA as to whether the amount so requested was appropriated. If the Board of Supervisors shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County’s next fiscal year. Notwithstanding anything herein to the contrary, the County, Carroll County and the City’s obligation hereunder shall be limited to the debt service obligations under the Financing Agreement and the Local Bond such that 1/3<sup>rd</sup> of such amount will be provided equally among the County, Carroll County and the City.

7. The Board of Supervisors hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such

appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

8. The Board of Supervisors acknowledges that (i) VRA would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) VRA is treating this Agreement as a “local obligation” within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (**the “Virginia Code”**), which in the event of a nonpayment hereunder authorizes VRA to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Commission, VRA or to any holder of the Local 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 the County, nor shall anything herein contained legally bind or obligate the Board of Supervisors to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to PO Box 217, Grayson County Courthouse, Independence, Virginia 24348, Attention: County Administrator, (ii) if to the Commission, to 504 Hangar Road, Hillsville, Virginia 24343, Attention: Chairman, and (iii) if to VRA, to 1111 East Main Street, Suite 1920, Richmond, VA 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by Commission under the Financing Agreement have been paid in full.

13. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

## IN RE: MEMORIAL BENCH – INDEPENDENCE PEDESTRIAN TRAIL

Doug Carrico suggested honoring Shirley Gordon for all her hard work on the Independence Pedestrian Trail with a memorial bench. Doug Carrico made the motion; duly seconded by Brenda Sutherland. Mike Maynard suggested contacting the Town of Independence to see if they are going to recognize her and maybe the Town and County could partner together. Larry K. Bartlett made motion to suspend indefinitely at this time; duly seconded by Mike Maynard. Motion carried 5-0.

## IN RE: OLD BUSINESS

None

## IN RE: APPOINTMENTS

The Industrial Development Authority (IDA) Board is still in need of two (2) members. The Wythe-Grayson Regional Library Board of Trustees is still in need of another member. Brenda Sutherland reported that the Library Board will meet next week (Sept. 12-16).

## IN RE: UNANTICIPATED/MISCELLANEOUS REVENUES

None

## IN RE: SCHOOL BOARD MONTHLY REQUISITION

Brenda Sutherland moved to approve the appropriation of the School Board's monthly allocation in the amount of \$440,231.00 (1/12); duly seconded by Joe Vaughan. Motion carried 5-0.

## IN RE: GRAYSON COUNTY FUND BALANCE POLICY (GASB 54)

Jonathan Sweet explained the policy which reads:

### **I. Purpose**

The Board of Supervisors of Grayson County is dedicated to maintaining an appropriate level of fund balance sufficient to mitigate current and future financial risks and to ensure stable tax rates; and, therefore, formally establishes this policy for Grayson County's Fund Balance. This policy also authorizes and directs the County Administrator or his/her designee to prepare financial reports which accurately categorize fund balance as required by GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

### **II. Components of Fund Balance**

Fund balance is the difference between the assets and liabilities reported in a governmental fund. The following five fund balance classifications describe the relative strength of the spending constraints placed on the purposes for which the resources can be used:

- Nonspendable fund balance – amounts that are not in spendable form (such as inventory and prepaids) or are required to be maintained intact (corpus of a permanent fund);
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation;
- Committed fund balance – amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest level action to remove or change the constraint;
- Assigned fund balance – amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority; for all funds except the general fund, assigned fund balance is the residual fund balance classification;
- Unassigned fund balance – amounts that are available for any purpose; positive amounts are only reported in the general fund.

**III. Committed Fund Balance Policy**

The Grayson County Board of Supervisors is Grayson County's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Grayson County Board of Supervisors. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

**IV. Assigned Fund Balance Policy**

The Grayson County Board of Supervisors has authorized the County Administrator as the official authorized to assign fund balances to a specific purpose as approved by this fund balance policy.

**V. Minimum Unassigned Fund Balance Policy**

Grayson County will maintain an unassigned fund balance in the general fund equal to 10% of expenditures / operating revenues. Grayson County considers a balance of less than 10% to be cause for concern, barring unusual or deliberate circumstances.

**VI. Resource Flow Policy**

When fund balance resources are available for a specific purpose in more than one classification, it is Grayson County policy to use the most restrictive funds first in the following order: restricted, committed, assigned, and unassigned as they are needed.

*Adopted on September 8<sup>th</sup>, 2011, in Grayson County, Virginia.*

Joe Vaughan made motion to approve based on the correction suggested by Jonathan Sweet which was to the first paragraph replacing Finance Director with County Administrator or his/her designee; duly seconded by Mike Maynard. Motion carried 5-0.

**IN RE: FY 2012 PERFORMANCE CONTRACT – MT. ROGERS COMMUNITY SERVICES BOARD**

Jonathan Sweet stated the Board has approved funding this year for \$45,000 as requested. Performance Contract Summary as follows:

**MOUNT ROGERS COMMUNITY SERVICES BOARD**  
**FY-2012 Performance Contract Summary**

The Fiscal Year 2012 Performance Contract was submitted to the Department of Mental Health, Mental Retardation and Substance Abuse Services on July 15th. This initial submission included Community Service Board programming projected at a total of \$36,371,309 for the coming year. A summary of projected services to be provided during FY-2012 is attached.

The Performance Contract has been divided into three sections for FY-2012 – the actual contract document, Exhibits, and General Requirements.

The Performance Contract includes detailed information concerning requirements and procedures to be followed around the following areas:

- Joint Department and Community Services Board Requirements
  1. Continuity of Care Procedures
  2. Discharge Planning Protocols
  3. Procedures for Continuity of Care Between Community Services Boards and State Psychiatric Facilities
  4. Discharge Assistance Procedures
  
- State Requirements
  1. Continuity of Care
  2. Preadmission Screening
  3. Pre-discharge Planning
  4. Protection of Consumers
  5. Financial Management Requirements, Policies, and Procedures
  6. Procurement Requirements, Policies, and Procedures
  7. Reimbursement Requirements, Policies, and Procedures
  8. Human Resource Management Requirements, Policies, and Procedures
  9. Information Technology Capabilities and Requirements
  10. Licensing
  11. Quality of Care
  12. Planning
  13. Interagency Relationships
  14. Providing Information
  15. Forensic Services
  16. Subcontracting

- **Federal Requirements**
  1. General Federal Requirements
  2. Disaster Response and Emergency Preparedness Requirements
  3. Federal Certification Regarding Lobbying for the Mental Health and Substance Abuse Prevention and Treatment Block Grants
  
- **State and Federal Requirements**
  1. Employment Anti-Discrimination
  2. Service Anti-Discrimination
  
- **Department of MHMRSAS Requirements**
  1. Human Rights
  2. Licensing
  3. Policies and Procedures
  4. Reviews
  5. Planning
  6. Information Technology
  7. Providing Information

The breakdown between disability areas is \$23,228,293 for Mental Health Services; \$10,998,688 for Intellectual Disabilities Services, and \$2,144,328 for Substance Abuse Services.

The Performance Contract is an agreement between the Department and the Community Services Board which contains administrative and programming requirements that the CSB must be in compliance with in order to be licensed to provide certain services and to receive federal/state funding.

Following is a brief overview of the types of requirements addressed in the contract:

- **Services and Costs of Services**
- **Continuity of Care** (Preadmission Screening, Admission/Discharge to Services, Case Reporting, Interagency Relationships)
- **Consumer and Family Involvement** (Roles of Family Members, Family Involvement, Consumer Participation in Treatment Planning, Services Monitoring)
- **Quality of Care** (ISP, Data Access, Consumer Outcome Measures, Community Care Protocols, Board Performance Measures)
- **Protection of Consumers** (Human Rights, Consumer Disputes, Critical Incident Reporting)
- **Reporting Responsibilities** (Routine Reporting Requirements, Board Responsibilities, Participation in Department Information Systems)
- **Priority Populations** (Screening Instruments, Tracking and Reporting)
- **Board Requirements** (Administrative Requirements, Compliance with State/Federal Requirements, Procurement/Financial Management/Human Resources/Reimbursement/Information Technology Requirements, Licensing)

Mike Maynard made motion to approve; duly seconded by Joe Vaughan. Motion carried 5-0.

IN RE: RESOLUTION – SUPPORT OF RESTORATION OF STATE FUNDING FOR AID TO LOCALITIES

Jonathan Sweet explained the \$60,000,000.00 cut stating that last year it cost the county \$70,000.00 and we have budgeted \$96,000.00 for this year. Jonathan Sweet read the following Resolution:

**RESOLUTION OF  
THE GRAYSON COUNTY BOARD OF SUPERVISORS  
IN SUPPORT OF RESTORATION OF STATE FUNDING FOR AID TO  
LOCALITIES**

**WHEREAS**, state financial assistance for mandated and high priority programs, including public education, health and human services, public safety and constitutional officers, is \$800 million less in FY12 than in FY09; and,

**WHEREAS**, cities and counties must balance their budgets during a time in which future state assistance is unreliable, federal stimulus dollars are dwindling, and real estate assessments are declining; and,

**WHEREAS**, the Appropriation Act contains \$60 million in across-the-board cuts to cities and counties for both FY11 and FY12, under which localities are required to either elect to take reductions in particular state aid programs, or to send the State a check for the amounts determined by the Department of Planning and Budget (“Local Aid to the State”); and,

**WHEREAS**, the reductions are applied to essential services, including law enforcement, jail administration, foster care and child protection services, election administration and social services; and,

**WHEREAS**, the Grayson County does not have the authority to unilaterally decide to discontinue providing services such as election administration or to refuse to house and care for state prisoners in local and regional jails; and,

**WHEREAS**, the state budget cuts are not accompanied by any reductions in state-imposed mandates, standards and service requirements, nor do they provide any administrative flexibility for local agencies; and,

**WHEREAS**, the County remitted \$76,000.00 in FY11 and will be required to remit another \$96,000.00 in FY12; and,

**WHEREAS**, cities and counties will have provided the State with \$220 million by the close of FY12 for this “Local Aid to the State” program; and,

**WHEREAS**, these reductions shift State costs to local taxpayers and artificially increases the amount of state surplus revenue; and,

**WHEREAS**, State revenues have begun to recover and the State is expecting to have a revenue surplus for the second year in a row; and,

**WHEREAS**, revenue collections for Grayson County continue to reflect the struggling housing market, distressed economy and high unemployment; and,

**WHEREAS**, the State should not shift its share of the costs for mandates and responsibilities to local governments;

**NOW THEREFORE BE IT RESOLVED**, that the Grayson County Board of Supervisors respectfully requests the Honorable Bob McDonnell to submit a budget amendment to the 2012 session of the General Assembly to reverse the \$60 million reduction in funding for the current Fiscal Year, and to eliminate the aid to localities reduction in the budget submitted for subsequent FY 13 and FY 14;

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Grayson County Board of Supervisors respectfully requests that the members of the General Assembly support a budget amendment to the 2012 session of the General Assembly to reverse the \$60 million-a-year reduction in funding for the current Fiscal Year, and to eliminate the aid to localities reduction in the budget submitted for subsequent FY13 and FY14.

*Adopted this 8<sup>th</sup> day of September, 2011, in Grayson County Virginia.*

Motion to approve as read was made by Brenda Sutherland; duly seconded by Mike Maynard. Roll call vote as follows:

Ayes  
Larry K. Bartlett  
Doug Carrico  
Mike Maynard  
Joe Vaughan  
Brenda Sutherland

Nays

Motion carried 5-0.

IN RE: EMERGENCY ORDINANCE – AMENDING THE REDISTRICTING ORDINANCE OF 2011; CHANGING THE LOCATION OF CERTAIN POLLING PLACES FOR CERTAIN ELECTION PRECINCTS IN GRAYSON COUNTY, VIRGINIA

Jonathan Sweet gave a summary regarding the polling places to be considered. The Emergency Ordinance reads as follows:

**AN EMERGENCY ORDINANCE AMENDING  
THE REDISTRICTING ORDINANCE OF 2011  
OF GRAYSON COUNTY, VIRGINIA; CHANGING  
THE LOCATION OF CERTAIN POLLING PLACES  
FOR CERTAIN ELECTION PRECINCTS IN  
GRAYSON COUNTY, VIRGINIA**

**WHEREAS**, by Ordinance duly adopted, the County of Grayson has designated the Providence Elementary School as the polling place for the Providence Precinct in the Providence Election District, has designated the Bridle Creek Elementary School as the polling place for the Bridle Creek Precinct in the Wilson Election District, and has further designated Mt. Rogers Combined School as the polling place for the Mount Rogers Precinct in the Wilson Election District; and,

**WHEREAS**, it appears from information provided by the Grayson County Electoral Board that the three above mentioned polling places are unavailable as polling places for the upcoming November General Election because the schools in which those polling places are located are closed and for other reasons and that the Electoral Board recommends immediate changes of such polling places be adopted in time for the November General Election; and,

**WHEREAS**, in order to effectuate a change to those polling places in conformity with state law and to provide the United States Department of Justice time to review such changes, in order that such polling places can be utilized in the November 2011 election an Ordinance relocating the polling places must be adopted at least 60 days prior to the November 8, 2011 general election and that an emergency therefore exists requiring the adoption of this Ordinance pursuant to the authority of § 15.2- 1427(F) as an emergency ordinance;

**NOW THEREFORE, BE IT ORDAINED**, that the Redistricting Ordinance of 2011 of Grayson County is hereby Amended to change the polling place for the Providence Precinct in the Providence Election District from the Providence Elementary School to the New River Wildlife Center, 7107 Riverside Drive, Fries, Virginia 24330; and,

**AND BE IT FURTHER ORDAINED**, that the Redistricting Ordinance of 2011 of Grayson County is hereby Amended to change the polling place for the Bridle Creek Precinct in the Wilson Election District from the Bridle Creek Elementary School to the Grace Freewill Baptist Church, on Wilson Highway, Independence, Virginia 24348; and,

**AND BE IT FURTHER ORDAINED**, that the Redistricting Ordinance of 2011 of Grayson County is hereby Amended to change the polling place for the Mount Rogers Precinct in the Wilson Election District from the Mount Rogers Combined School to the Mount Rogers Community Center at 16309 Highlands Parkway, Whitetop, Virginia 24292.

The General Registrar for the County of Grayson is hereby authorized to take all measures necessary to comply with the laws of the United States of America and the Commonwealth of Virginia and all regulations thereof regarding a change in the Polling Precincts and for notification to the voters of the Providence Precinct in the Providence District, the Bridle Creek Precinct in the Wilson Election District, and the Mount Rogers

Precinct in the Wilson Election District of the change of polling locations.

The Board of Supervisors hereby declares that an emergency exists requiring that this Ordinance be effective immediately upon adoption for the next elections occurring in those precincts.

Roll call vote as follows:

<u>Ayes</u>	<u>Nays</u>
Larry K. Bartlett	
Doug Carrico	
Mike Maynard	
Joe Vaughan	
Brenda Sutherland	

Motion carried 5-0.

IN RE: MEMORANDUM OF UNDERSTANDING (MOU) – DEPRECIATION  
ALLOCATION AND PAYMENT OF OCCUPANCY COSTS WITH  
THE GRAYSON COUNTY DEPARTMENT OF SOCIAL SERVICES

Jonathan Sweet gave a brief summary of the MOU. Brenda Sutherland moved to approve the following MOU, duly seconded by Joe Vaughan. Motion carried 5-0.

## **Memorandum of Understanding Depreciation Allocation & Payment of Occupancy Costs**

This Memorandum of Understanding (MOU) between the County of Grayson, Virginia, and Grayson County Department of Social Services (“GCDSS”), is entered into for the purpose of allocation and payment of occupancy costs for the space occupied by the Grayson County Department of Social Services. For and in consideration of the terms and agreements herein made, Grayson County will provide office space to GCDSS at the following property or premises (the Premises”), together with full rights of ingress and egress, in the County of Grayson, Virginia. The premises are more particularly described as:

*Grayson County Department of Social Services, containing 6,060.2 square feet, located in the first floor of the Grayson County Courthouse, at 129 Davis St.; Independence, Virginia 24348 (facility fully meets ADA requirements).*

### **1. TERM:**

This Memorandum of Understanding is for the term of one (1) year. The “Term” shall commence on July 1, 2011 and shall continue until and terminate on June 30, 2012 (the “Termination Date” of the agreement between Grayson County DSS and the County

of Grayson, Virginia). The MOU shall automatically renew on the Termination Date, and each subsequent Termination Date, unless otherwise advised in writing by either party at least sixty (60) days prior to such Termination Date.

## **2. COST ALLOCATION METHOD & TERMS:**

GCDSS shall continue to pay Grayson County the sum of \$3,250.00 monthly (\$39,000.00 annually) as Operating and Maintenance Costs at the end of each month, and each month thereafter for the Term of this MOU or until the discontinuance of the use of space.

The payment of Operating & Maintenance Costs shall be made payable to the County of Grayson, Virginia (“Attention: Treasurer”), or to such other party and such other place as Grayson County may designate from time to time in writing as provided herein.

Allocation of costs to GCDSS shall include maintenance and operating expenses and shall be allocated based upon a total of 6,060.2 occupied square feet. These expenses are outlined in the Attachment A, calculation of Grayson County Operating and Maintenance Expenses as related to the percentage of building occupancy by GCDSS. Allocated expenses may be adjusted annually based on the County’s budgeted expenses and with written notice to GCDSS.

## **3. ACCESSIBILITY BY THE HANDICAPPED:**

(A) Prior to commencement of the initial term and delivery of possession, the County shall certify to GCDSS in writing that the premises complies with minimum requirements of the Americans with Disabilities Act of 1990 (the “ADA”). In the event the premises is not required to comply with the ADA, the County shall certify to GCDSS in writing that the premises comply with minimum requirements of the Virginia Uniform Statewide Building Code pertaining to access by disabled persons. As hereinafter used, the term “the standards” shall mean and incorporate those standards approved by the United States Department of Justice for meeting the minimum requirements of the Americans with Disabilities Act of 1990 or, if applicable, those standards issued or promulgated by the American National Standards Institute, entitled “American National Standard Specifications for Making Building and Facilities Accessible to and Usable by Physically Handicapped People,” ANSI-A117.1-1980, and the term “accessible” shall mean accessible to disabled individuals in accordance with the ADA. The minimum Virginia Uniform Statewide Building Code requirements are:

1. If public or private parking is provided, at least one accessible parking space shall be provided as close as possible to an accessible route to the primary building entrance.
2. Walks used as accessible routes to the building shall comply with the standards.

3. An accessible primary entrance to the building shall be at grade or ramped to grade in accordance with the standards.
4. An accessible entrance to the building shall comply with the standards.
5. At least one accessible route (corridors and doors) to the premises shall comply with the standards.
6. If support areas within the building (e.g. lunch rooms, cafeteria, etc.) are used by GCDSS, its employees or the public, such areas shall be accessible.
7. If GCDSS occupies floors other than the main floor of access to the building, at least one accessible elevator shall be provided.
8. Accessible public restrooms for each sex shall be provided, preferably on all floors. As a minimum, accessible restrooms shall be provided on the ground floor or the floor occupied by GCDSS if the building is four stories or less in height. If GCDSS occupies an area above the fourth floor, accessible public restrooms for each sex shall be provided on the floor occupied by GCDSS. If GCDSS occupies more than one floor, at least one accessible public rest room for each sex shall be provided on at least every fourth floor occupied by GCDSS.
9. All corridors, doors and spaces in or about the premises and used by the public or employees of GCDSS shall be accessible.
10. Directional signs complying with the standards shall be provided directing the public to the premises occupied by GCDSS.
11. Where the foregoing standards for accessibility by the disabled conflict with or are superseded by state, federal or local laws, ordinances, rules, or regulations setting forth standards for access by the disabled, the more favorable standards for accessibility by the disabled shall govern.

#### **4. MAINTENANCE:**

(A) The County covenants to keep, repair and maintain, at the County's expense, the premises and all plumbing, heating, air conditioning, electrical, and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the demised premises in good repair, condition and working order, suitable to the purpose and use for which GCDSS has occupied same, during the initial term and any renewal terms and, if necessary, shall make such alterations, additions and/or modifications of the premises and all equipment, electrical and mechanical devices and appliances thereon or serving same so as to comply at all times with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to health, safety, fire and public welfare. As used herein, the word "Repair" shall be deemed to include replacement of broken or cracked glass.

(B) If the County fails to keep, repair and maintain the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the premises in good repair, condition, and working order as provided in sub-paragraph 6(A), the GCDSS, at its option, may either (a) terminate this MOU and all obligations hereunder within 30 days after written notice of alleged deficiency is received by The County via certified or registered mail, or (b) proceed to make, or cause to be made, such upkeep, repair and/or maintenance, at County's expense, so as to render the demised premises suitable for the purpose and use for which same are leased, in which event, GCDSS may deduct the cost from future rent installments as they become due and/or may collect such cost from The County in any manner provided by law.

#### **5. UTILITIES:**

The County of Grayson shall provide, at The County's expense, all heating and air conditioning as conditions require, electricity, water, sewage and trash disposal, and janitorial services, to and for the demised premises during the initial term and any renewal terms. In the event that any one or more such utilities are not provided or are reduced, other than due to causes beyond the reasonable control of the County, and the failure to provide or reduction of same renders the premises unsuitable for the purpose and use for which the premises are leased, then GCDSS, in addition to any other remedy available at law or equity, shall be entitled to deduct from the total rent, or any installment thereof, the pre diem rental for each day that the premises are rendered unsuitable due to the failure to provide or reduction of such utilities.

#### **6. ALTERATION BY GCDSS:**

GCDSS may make such alterations, modifications, additions and/or improvements to the premises and may install or remove such fixtures and partitions as GCDSS may deem proper at the expense of the GCDSS, provided, however, that any structural alterations shall require the prior written consent of the County. All materials used in such alterations, modifications, additions or improvements, and all fixtures and partitions made and/or installed by GCDSS shall remain the property of the County, upon termination of the MOU, with the exception of modular furniture units which shall remain the property of GCDSS if purchased on GCDSS, and which GCDSS may remove from premises upon termination of the MOU.

#### **7. DAMAGE OR DESTRUCTION OF PREMISES:**

If the County fails to make or fails to complete repair and restoration of the premises within a reasonable time after GCDSS provides notices pursuant to sub-paragraph 9 (AB), the GCDSS, at its option, may either (a) immediately terminate this MOU and all obligations hereunder, or (b) proceed to make, or cause to be made, such repair and restoration, at the County's expense, in which event, the GCDSS may deduct

the cost of same from future occupancy cost installment payments as they become due and/or may collect such cost from the County in any manner provided by Law.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be duly executed intending to be bound thereby.

IN RE: PROCLAMATION – NATIONAL PREPAREDNESS MONTH

Jonathan Sweet gave a summary of the proclamation and Brenda Sutherland made motion to approve; duly seconded by Mike Maynard. Roll call vote as follows:

<u>Ayes</u>	<u>Nays</u>
Larry K. Bartlett	
Doug Carrico	
Mike Maynard	
Joe Vaughan	
Brenda Sutherland	

Motion carried 5-0.

**PROCLAMATION OF  
THE GRAYSON COUNTY BOARD OF SUPERVISORS  
IN SUPPORT AND RECOGNITION OF  
NATIONAL PREPAREDNESS MONTH**

**WHEREAS**, September is National Preparedness Month, a time set aside annually to encourage Americans to take necessary steps to prepare for emergencies in their homes, businesses and communities; and,

**WHEREAS**, this September marks the ten-year anniversary of the tragic terrorist attacks of 9/11, including a jet airplane crash into the Pentagon that killed 125 military and civilian public servants and 64 people on the plane; and,

**WHEREAS**, in observing this tenth anniversary of September 11, 2001, we honor the memory of those who were lost by doing all we can to ensure that our Virginia communities are prepared to respond and recover from all types of disasters and hazards; and,

**WHEREAS**, those who are prepared for emergencies recover faster and can help others who also may be affected, demonstrating community spirit in the face of adversity; and,

**WHEREAS**, emergency preparedness is a shared responsibility, and every family that is able should prepare to be self-sufficient for the first 72 hours after disaster strikes; and,

**WHEREAS**, Grayson County families can start their preparedness actions by making an emergency plan and stocking at least three days' of essential supplies including water and food that won't spoil and a hand-crank or battery-powered radio and extra batteries to hear emergency information;

**NOW, THEREFORE BE IT RESOLVED**, that the Grayson County Board of Supervisors, do hereby recognize September 2011 as **NATIONAL PREPAREDNESS MONTH** in Grayson County, Virginia, as a time to remember and a time to prepare, and encourages all citizens to be ready for emergencies by taking appropriate steps to prepare for emergencies at home, at work and through out our community.

*Adopted this 8<sup>th</sup> day of September, 2011, in Grayson County, Virginia.*

IN RE: RESOLUTION – REALIGNMENT OF JUDICIAL CIRCUITS AND DISTRICTS

Jonathan Sweet explained the suggested jurisdiction changes. Mike Maynard made motion to approve the resolution (listed below); duly seconded by Doug Carrico. Roll call vote as follows:

Ayes  
Larry K. Bartlett  
Doug Carrico  
Mike Maynard  
Joe Vaughan  
Brenda Sutherland

Nays

Motion carried 5-0.

**RESOLUTION  
OF THE GRAYSON COUNTY BOARD OF SUPERVISORS  
REALIGNMENT OF THE JUDICIAL CIRCUITS AND DISTRICTS OF THE  
COMMONWEALTH**

**WHEREAS**, during the 2011 Session, the General Assembly considered Senate Bill 1240 (“SB1240”) and House Bill 1990 (HB1990, and together the “Bills”), providing for realignment of the judicial circuits and districts of the Commonwealth; and,

**WHEREAS**, the Bills did not pass, but the Supreme Court of Virginia was asked by the Senate Courts of Justice Committee to review and recommend changes to the existing boundaries for Virginia’s judicial circuits and districts; and,

**WHEREAS**, accordingly, Chief Justice Cynthia V. Kinser, appointed a twenty-two member Committee to undertake the Judicial Boundary Realignment Study (“JBRs”); and,

**WHEREAS**, the Committee is currently considering three separate proposals, including: (1) HB1990-SB1240 Proposal (the “Janice/Edwards Proposal”); (2) JBRs Committee Proposal (“JBRs Proposal”); and, (3) JBRs Committee Regional Proposal (“Regional Proposal”); and,

**WHEREAS**, presently, the New River Valley Regional Jail Authority (the “Authority”) consists of the following Virginia localities: Bland County, Carroll County, Floyd County, Giles County, Grayson County, Pulaski County, City of Radford, and Wythe County (“Member Jurisdictions”); and,

**WHEREAS**, the Janice/Edwards Proposal and the JBRs Proposal would both change current judicial districts such that the current members of the Authority would be split into different judicial districts; and,

**WHEREAS**, Grayson County is concerned that adoption of the Janice/Edwards Proposal or JBRs Proposal may have negative impact on the Authority or the Authority’s member jurisdictions, and fiscal impact on the Authority and its Regional Members; and,

**WHEREAS**, the Regional Proposal retains current judicial boundaries and districts, but creates eleven or more judicial regions for purposes of managing the allocation of judges to meet changing needs of specific localities;

**NOW, THEREFORE SHALL THE FOLLOWING BE RESOLVED BY THE GRAYSON COUNTY BOARD OF SUPERVISORS:**

Grayson County opposes the adoption of the Janice/Edwards Proposal, or the JBRs Proposal;

Grayson County requests that in consideration of any realignment of the judicial circuits and districts of the Commonwealth, that the JBRs and the General Assembly consider all costs associated with such realignment, including collateral and incidental costs of incarceration, care and transportation of inmates sentenced to regional jails;

Grayson County recommends to each of its fellow member jurisdictions that they, likewise, oppose the Janice/Edwards Proposal and JBRs Proposal, and support the study of incidental and collateral costs in the consideration of any realignment proposal.

The County further recommends that its fellow member jurisdiction contact members of the Committee and Members of the General Assembly representing their respective jurisdiction, asking them to oppose the Janice/Edwards Proposal and the JBRS Proposal, and to carefully study and consider all collateral impacts any jurisdictional realignment may cause.

All other actions of the County in conformity with the purposes and intent of this Resolution are ratified, approved and confirmed.

This Resolution shall take effect immediately.

*Adopted this 8<sup>th</sup> day of September, 2011, in Grayson County Virginia.*

IN RE: PROCLAMATION – C.J. HARDWARE

Jonathan Sweet read the following Proclamation:

**Proclamation of the  
Grayson County Board of Supervisors  
in Recognition and Appreciation of**

**C. J. Hardware**

**WHEREAS, the Grayson County Board of Supervisors recognizes the value and benefits C.J. Hardware will bring to Grayson County; and,**

**WHEREAS, it is with extreme gratitude that the Grayson County Board of Supervisors acknowledges the efforts put forth to make this opportunity a reality for the good of our community; and,**

**WHEREAS, the Board feels strongly that your investments in Grayson County will be a mutually-rewarding experience for both your business and our citizens ;**

**NOW, THEREFORE, BE IT PROCLAIMED, that the Grayson County Board of Supervisors would like to extend our sincere and utmost appreciation to C.J. Hardware , and wish this business tremendous success;**

**NOW, THEREFORE, BE IT FURTHER PROCLAIMED, that the Grayson County Board of Supervisors officially welcomes C.J. Hardware Store to Grayson County, Virginia and enthusiastically receives you as the newest member of our business community.**

*Adopted September 8<sup>th</sup>, 2011, in Grayson County, Virginia.*

Brenda Sutherland made the motion to approve; duly seconded by Doug Carrico. Roll call vote as follows:

Ayes

Larry K. Bartlett  
Doug Carrico  
Mike Maynard  
Joe Vaughan  
Brenda Sutherland

Nays

Motion carried 5-0.

IN RE: PUBLIC HEARING

None, however, public hearings for the month of September will be held on Wednesday, September 14<sup>th</sup>, 2011 at 6:00 P.M. in the Grayson County Board Room.

IN RE: COUNTY ADMINISTRATOR'S REPORT

Jonathan Sweet gave the Board a progress update regarding various programs and projects for the month of September:

- The County received a thank you letter from Brian Reed, Fries Town Manager, thanking the County for waiving the permit fees for the Fries project
- Covered the minimal rate increase on medical insurance for the County employees
- Reported that the Day Report Program has saved the County approximately \$14,25.00; Year to Date cost \$33,112.00
- ASAP Community Service is working with our Day Report Program now
- Woodmen of the World will be having a memorial ceremony at the WCC Meeting Center on September 11<sup>th</sup>, 2011 at 1:00 p.m. for the 9-11 victims family
- Region 4 – Coordinators Roundtable will be held here in the boardroom on September 14<sup>th</sup>, 2011 at 1:00 p.m.
- Gave a Grayson County “green initiative” update
- Covered the T-8 light proposal
- Made mention of the recycling plan for Public Works to let the Board know they will see the business plan next month

IN RE: DEPARTMENT HEAD REPORTS

Larry K. Bartlett presented each report.

IN RE: VDOT DEVOLUTION UPDATE

Larry K. Bartlett covered the concern of the State transferring responsibility of the Secondary Road System to the counties.

IN RE: LAND USE TAXATION INFORMATION

Doug Carrico voiced his thought on using some of the Wildwood revenues to offset loss in the land use tax, therefore not passing the burden of the loss onto lot/house owners.

IN RE: REGISTERED SPEAKERS & PUBLIC COMMENT

None

IN RE: CLOSED SESSION

None

IN RE: ADJOURN