

A/P Check Listing by Check

Report Dates : 01/11/2013-02/14/2013

Check	Vendor	Date	Amount
22792	AUDITOR OF PUBLIC ACCOUNTS	01/15/2013	2,665.86
22793	GRAYSON CO HEALTH DEPT	01/15/2013	41,827.50
22794	PRINTELECT	01/15/2013	5,688.25
22795	US DEPT OF TREASURY	01/30/2013	848.18
22796	RURAL DEVELOPMENT	02/06/2013	970.00
22797	A & B PRINTING	02/14/2013	216.00
22798	ADAMS BUILDING SUPPLY	02/14/2013	1,070.58
22800	APPALACHIAN POWER	02/14/2013	7,052.52
22801	AFTON COMMUNICATIONS CORP	02/14/2013	160.00
22802	AMERICAN EXPRESS	02/14/2013	8,340.60
22803	ANDERSON & ASSOCIATES, INC	02/14/2013	390.00
22804	ARCET EQUIPMENT COMPANY	02/14/2013	47.84
22805	B & B TIRE SERVICE, INC	02/14/2013	5,638.00
22806	BKT UNIFORMS	02/14/2013	162.47
22807	BLEVINS WORKSHOP, INC	02/14/2013	293.38
22808	BLUE RIDGE CROSSROADS EDA	02/14/2013	29,713.92
22809	CARQUEST OF ALLEGHANY	02/14/2013	947.55
22810	CARTER MACHINERY CO., INC.	02/14/2013	378.44
22811	CARROLL-GRAYSON-GALAX SWA	02/14/2013	28,481.00
22812	REBACCA CHAPMAN	02/14/2013	180.00
22813	CHOCKLETT PRESS	02/14/2013	498.00
22814	CINTAS CORP, #532	02/14/2013	996.70
22816	CENTURY LINK	02/14/2013	2,805.84
22817	CNA SURETY	02/14/2013	1,750.00
22818	COMCAST CABLE	02/14/2013	261.78
22819	CREATIVE PRODUCT SOURCING-DARE	02/14/2013	351.81
22820	DECATUR ELECTRONICS, INC.	02/14/2013	3,300.00
22821	THE DECLARATION	02/14/2013	157.92
22822	TREASURER OF VA - DEPT GEN SER	02/14/2013	100.00
22823	DISTRICT III GOVERNMENTAL COOP	02/14/2013	8,854.00
22824	DEPT OF PROF & OCCUP REGS	02/14/2013	80.00
22825	DS WRIGHT INSURANCE AGENCY	02/14/2013	6,050.00
22826	DELLA SUE ELLIS	02/14/2013	835.00
22827	FASTENAL CO.	02/14/2013	275.66
22828	FIELDER ELECTRIC MOTOR REPAIR	02/14/2013	307.14
22829	FLEETPRIDE	02/14/2013	2,884.72
22830	FLORES & ASSOCIATES, LLC	02/14/2013	1,984.26
22831	FOLEY CREATIVE SOLUTIONS	02/14/2013	165.47
22832	CITY OF GALAX	02/14/2013	10,299.88
22833	GALLS, LLC	02/14/2013	23.85
22834	THE GAZETTE	02/14/2013	647.86
22835	GAZETTE PRESS, INC	02/14/2013	2,449.00
22836	GRAYSON CO COMMONWEALTH'S ATTY	02/14/2013	278.39

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COUNTY OF GRAYSON

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<u>Check</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>
22837	GRAYSON CO SCHOOL BOARD	02/14/2013	1,172.03
22838	GRAYSON CO SHERIFF'S OFFICE	02/14/2013	23.12
22839	GRAYSON FLORIST & GIFTS	02/14/2013	144.75
22840	GALAX GRAYSON EMS	02/14/2013	10,097.30
22841	GRAYSON HIGHLANDS FAM MEDICINE	02/14/2013	150.00
22842	GRAYSON CO TREASURER'S OFFICE	02/14/2013	20.00
22843	GRAYSON EXPRESS	02/14/2013	23.80
22844	OBIE HACKLER	02/14/2013	175.00
22845	HD SUPPLY	02/14/2013	326.01
22846	SUSAN HERRINGTON	02/14/2013	45.87
22847	HIGH COUNTRY SPRINGS	02/14/2013	39.00
22848	EDWARD W. HINES	02/14/2013	480.00
22849	SUSAN HODGES	02/14/2013	456.77
22850	IACP NET	02/14/2013	120.00
22851	INTERNATIONAL CODE COUNCIL	02/14/2013	77.50
22852	IDEACOM MID ATLANTIC	02/14/2013	176.00
22853	INDEPENDENCE OIL, LLC	02/14/2013	2,578.99
22854	INDEPENDENCE TIRE CO	02/14/2013	325.86
22855	TOWN OF INDEPENDENCE	02/14/2013	366.05
22856	INTERSTATE ALL BATTERY CENTER	02/14/2013	79.35
22857	KATE IRWIN	02/14/2013	225.00
22858	LEONARD'S COPY SYSTEMS, INC	02/14/2013	90.00
22859	MATTHEW BENDER & CO, INC	02/14/2013	1,397.61
22860	LINEBERRY'S GARAGE & WRECKER	02/14/2013	175.00
22861	LINGO NETWORKS	02/14/2013	62.95
22862	LOWE'S HOME CENTERS, INC	02/14/2013	237.57
22863	MACHINE & WELDING SUPPLY CO	02/14/2013	30.74
22864	MAIN ST TIRE & AUTO	02/14/2013	41.60
22865	MANSFIELD OIL COMPANY	02/14/2013	16,188.34
22866	ANTONINA MARINO	02/14/2013	20.65
22867	MIKE MAYNARD	02/14/2013	633.81
22868	MERRITT SUPPLY, INC	02/14/2013	168.49
22869	MT ROGERS COMMUNITY SERVICE BD	02/14/2013	12,500.00
22870	NADA USED CAR GUIDE	02/14/2013	75.00
22871	NATIONAL ASSOC OF TOWN WATCH	02/14/2013	35.00
22872	NOBLE INDUSTRIAL SUPPLY GROUP	02/14/2013	227.34
22873	NEW RIVER VALLY JUVENILE	02/14/2013	3,441.27
22874	NEW RIVER VALLEY REG JAIL	02/14/2013	92,885.20
22875	NWCD, INC	02/14/2013	945.20
22876	DLP TWIN CO REG HOSPITAL, LLC	02/14/2013	40.00
22877	OVERHEAD DOOR CO OF ROANOKE	02/14/2013	8,700.00
22880	PAPER CLIP	02/14/2013	2,152.78
22881	PITNEY BOWES GLOBAL FINC SERV	02/14/2013	168.00

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COUNTY OF GRAYSON

Report Dates : 01/11/2013-02/14/2013

<u>Check</u>	<u>Vendor</u>	<u>Date</u>	<u>Amount</u>
22882	PEACE OF MIND COUNSELING	02/14/2013	300.00
22883	PIEDMONT TRUCK CENTER, INC	02/14/2013	13,175.81
22884	PRONETS	02/14/2013	37.00
22885	PURCHASE POWER	02/14/2013	585.98
22886	QUALITY AUTO PARTS	02/14/2013	63.70
22887	CENTURY LINK	02/14/2013	492.96
22888	RCI	02/14/2013	1,402.50
22889	RID-A-BUG EXTERMINATING CO	02/14/2013	55.00
22890	ROTEINER DRAPERY & CARPET	02/14/2013	105.00
22891	RURAL DEVELOPMENT	02/14/2013	2,415.00
22892	SAFETY KLEEN SYSTEMS, INC	02/14/2013	246.72
22893	SAFLAB	02/14/2013	55.50
22894	SANDS ANDERSON PC	02/14/2013	1,326.00
22895	SOUTHEAST ENERGY, INC	02/14/2013	1,638.00
22896	MITCH SMITH	02/14/2013	26.44
22897	DANNY SMITH	02/14/2013	653.49
22898	SOUTHERN SOFTWARE, INC	02/14/2013	207.35
22899	SOUTHER REG COMM CORRECTIONS	02/14/2013	87.00
22900	SUNTRUST BANK	02/14/2013	148.65
22901	SUNTRUST BANK	02/14/2013	15.73
22902	SUNTRUST BANK	02/14/2013	214.39
22903	SUNTRUST BANK	02/14/2013	65.00
22904	SUNTRUST BANK	02/14/2013	2,746.63
22905	SUNTRUST BANK	02/14/2013	11.27
22906	SUNTRUST BANK	02/14/2013	48.40
22907	SUNTRUST BANK	02/14/2013	76.33
22908	SUNTRUST BANK	02/14/2013	57.53
22909	SUNTRUST BANK	02/14/2013	792.51
22910	SUNTRUST BANK	02/14/2013	159.35
22911	SUNTRUST BANK	02/14/2013	153.76
22912	SUNTRUST BANK	02/14/2013	25.70
22913	SUNTRUST BANK	02/14/2013	8.10
22914	SUNTRUST BANK	02/14/2013	10.40
22915	SUPREME COURT OF VA	02/14/2013	4,371.00
22916	SPRING VALLEY GRAPHICS	02/14/2013	357.50
22917	TREASURERS' ASSOCIATION OF VA	02/14/2013	270.00
22918	TWIN CO AIRPORT COMMISSION	02/14/2013	6,773.98
22919	TOWN POLICE SUPPLY	02/14/2013	36.00
22920	TRANSCOURSE	02/14/2013	898.79
22921	TOWN OF TROUTDALE	02/14/2013	470.00
22922	TRUCK SERVICE ENTERPRISE, INC	02/14/2013	42.45
22923	US CELLULAR	02/14/2013	1,440.23
22924	US POSTAL SERVICE	02/14/2013	600.00

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Report Dates : 01/11/2013-02/14/2013

Check	Vendor	Date	Amount
22925	VACORP	02/14/2013	2,500.00
22926	V.A.L.E.C.O.	02/14/2013	90.00
22927	VIRGINIA TECH - BURSAR'S OFFIC	02/14/2013	12,496.60
22928	VA BUILDING/CODE OFFICIAL ASSO	02/14/2013	35.00
22929	VA DEPT OF AG & CONSUMER SERV	02/14/2013	245.16
22930	VA ELECTORAL BOARD ASSOCIATION	02/14/2013	240.00
22931	VA EMPLOYMENT COMMISSION	02/14/2013	455.00
22932	VERIZON WIRELESS	02/14/2013	240.06
22933	VA INFORMATION TECH ASSOC	02/14/2013	54.05
22934	WALKERS WELDING & MUFFLER SHOP	02/14/2013	327.26
22935	WATT'S TROPHIES	02/14/2013	62.50
22936	WELD BUILT FABRICATION, INC	02/14/2013	788.00
22937	WINANS TECH	02/14/2013	1,060.00
22938	XEROX CORPORATION	02/14/2013	422.37
22939	APPALACHIAN POWER	02/14/2013	138.41
22940	BANK OF MARION - VISA	02/14/2013	1,204.76
22941	BIRDS COMPUTERS	02/14/2013	40.00
22942	BRISTOL OFFICE SUPPLY	02/14/2013	22.00
22943	CENTURY LINK	02/14/2013	51.79
22944	COMMISSION ON VASAP	02/14/2013	842.55
22945	GAZETTE PRESS, INC	02/14/2013	239.00
22946	GRAYSON CO TREASURER'S OFFICE	02/14/2013	521.08
22947	HIGHLANDS COMMUNITY SERIVCES	02/14/2013	180.00
22948	HOLIDAY INN	02/14/2013	176.00
22949	DAREN LEAKE, TREASURER	02/14/2013	250.00
22950	LLT'S PAVING	02/14/2013	35.00
22951	TOWN OF MARION	02/14/2013	48.44
22952	MT ROGERS COMMUNITY SERVICE BD	02/14/2013	330.00
22953	OFFICE DEPOT	02/14/2013	22.91
22954	RALPH PRICE	02/14/2013	1,800.00
22955	J.L. REEDY	02/14/2013	226.20
22956	SALEM PRINTING	02/14/2013	361.82
22957	JASON SEXTON	02/14/2013	25.00
22958	GARY UMBERGER	02/14/2013	93.09
22959	WYTHEVILLE OFFICE SUPPLY	02/14/2013	70.00
22960	ROBIN BEDSAUL	02/14/2013	280.00
22961	FLORES & ASSOCIATES, LLC	02/14/2013	2,077.87
22962	HIGH MOUNTAIN DESIGNS, LLC	02/14/2013	150.00
22963	PAPER CLIP	02/14/2013	119.90
22964	SAFE HAVEN CHILD VISITATION	02/14/2013	500.00
22965	TWIN COUNTY E-911 REG. COMM.	02/14/2013	29,764.34
504231	AFLAC	01/31/2013	1,676.30
504232	AMERICAN HERITAGE LIFE INS CO	01/31/2013	155.12

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Check	Vendor	Date	Amount	
504233	ANTHEM BLUE CROSS/BLUE SHIELD	01/31/2013	15,417.12	
504234	ANTHEM BLUE CROSS/BLUE SHIELD	01/31/2013	12,677.01	
504235	ANTHEM BLUE CROSS/BLUE SHIELD	01/31/2013	1,971.00	
504236	ANTHEM BLUE CROSS/BLUE SHIELD	01/31/2013	465.57	
504237	ASSURANT EMPLOYEE BENEFITS	01/31/2013	2,761.50	
504238	JADA BLACK	01/31/2013	46.56	
504239	BOSTON MUTUAL LIFE INS CO	01/31/2013	140.42	
504240	DIV OF CHILD SUPPORT ENFORCEME	01/31/2013	822.57	
504241	US DEPT OF TREASURY	01/31/2013	60,246.69	
504242	GRAYSON CO TREASURER'S OFFICE	01/31/2013	1,126.12	
504243	MINNESOTA LIFE	01/31/2013	437.77	
504244	PIEDMONT TRUCK CENTER, INC	01/31/2013	6,632.07	Void
504245	TWIN CO UNITED WAY	01/31/2013	25.00	
504246	VA DEPT OF TAXATION	01/31/2013	10,203.00	
504247	VIRGINIA RETIREMENT SYSTEM	01/31/2013	44,713.28	
504248	VRS GROUP LIFE INSURANCE	01/31/2013	2,667.58	
999997	US DEPT OF TREASURY	01/31/2013	156.90	
9999998	RURAL DEVELOPMENT	02/06/2013	986.00	
9999999	VA DEPT OF TAXATION	01/30/2013	2.00	
99999998	US DEPT OF TREASURY	01/31/2013	9.22	
Total Checks Listed:		602,340.43		
Total Checks Voided: (6,632.07)		
Total Check Amount:		595,708.36		

Grayson County Board of Supervisors
 Regular Meeting
 February 14th, 2013

Members attending were: Thomas "Mike" Maynard, Kenneth R. Belton and Brenda Sutherland. David M. Brewer and John K. Brewer were absent.

IN RE: CONSENT AGENDA

Kenneth R. Belton made the motion to approve the consent agenda; duly seconded by Brenda Sutherland. Motion carried 3-0.

IN RE: REPORTS, PRESENTATIONS OR REQUESTS

Deanna L. Cox, CPA with Robinson, Farmer, Cox Associates, presented the FY 2012 Financial Report for Grayson County.

IN RE: APPOINTMENTS

Planning Commission

- Mike Maynard made the motion to appoint Robert Felicito of the Wilson District; duly seconded by Brenda Sutherland. Motion carried 3-0.

New River Recreation, Conservation & Development

- Jonathan D. Sweet noted that due to commitments with his job, Mr. Doug Carrico is unable to serve on this board. Jonathan D. Sweet recommended Elaine HOLETON as Grayson County's representative. Brenda Sutherland made the motion to appoint Elaine HOLETON; duly seconded by Kenneth Belton. Motion carried 3-0.

Emergency Services Director

- Jonathan D. Sweet recommended Thomas "Mike" Maynard. Kenneth R. Belton made the motion to appoint Thomas "Mike" Maynard; duly seconded by Brenda Sutherland. Motion carried 3-0.

Industrial Development Authority (County IDA)

- Due to declining health, H.V. Lindsey, Jr. has resigned his position. Brenda Sutherland is talking with someone to finish Mr. Lindsey's term.

IN RE: UNANTICIPATED/MISCELLANEOUS REVENUES

Kenneth R. Belton moved to appropriate \$4,251.70 of Unanticipated/Miscellaneous Revenue to the appropriate funds; duly seconded by Brenda Sutherland. Motion carried 3-0.

IN RE: SCHOOL BOARD MONTHLY REQUISITION

Brenda Sutherland moved to approve the appropriation of the School Board's monthly allocation in the amount of \$381,574.25; duly seconded by Kenneth R. Belton. Motion carried 3-0.

IN RE: TWIN COUNTY E-911 REGIONAL COMMISSION – BY-LAWS

Membership changes under Section One – Membership to the by-laws were presented as follows: #2 – One Carroll County Administrator (*adding or Designee*); #4 – One Galax City Administrator (*replacing Administrator with Manager or Designee*); and #6 – One Grayson County Administrator (*adding or Designee*). Brenda Sutherland made the motion to approve the changes; duly seconded by Kenneth R. Belton. Motion carried 3-0.

IN RE: 2012 PUBLIC FACILITY LEASE REVENUE BOND – RESOLUTION OF MODIFICATION AND MODIFICATION AGREEMENT (RHS-USDA)

Jonathan D. Sweet presented the Resolution listed below regarding the change of interest rate for the Public Facility Lease Revenue Bond. Brenda Sutherland made the motion to approve the Resolution; duly seconded by Kenneth R. Belton. Roll call vote follows the Resolution. Motion carried 3-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF GRAYSON, VIRGINIA
APPROVING MODIFICATION TO 2012 LEASE REVENUE BOND**

WHEREAS, the Board of Supervisors (**the “Board of Supervisors”**) of the County of Grayson, Virginia (**the “County”**) has determined to modify the outstanding \$250,000 Public Facility Lease Revenue Bond, Taxable Series 2012 (**the “Existing Bond”**), issued by the Industrial Development Authority of the County of Grayson (**the “Authority”**) on September 11, 2012 to the United States of America, acting by and through Rural Housing Service, an agency of the United States Department of Agriculture (**“RHS”**);

WHEREAS, the Existing Bond financed the acquisition, design, construction, equipping and furnishing of the Project (as defined in the below-referenced Lease Agreement) to accomplish certain purposes of the Virginia Industrial Development and Revenue Bond Act (**the “Act”**), and the County provided its moral obligation in support of the payment of the Existing Bond;

WHEREAS, in relation to the issuance of the Existing Bond, the County leased certain property (**the “Property”**) to the Authority pursuant to a Deed of Ground Lease, dated as of September 11, 2012 (**the “Ground Lease”**) and, in turn, the Authority leased the Property to the County pursuant to a Deed of Financing Lease, dated as of September 11, 2012 (**the “Lease Agreement”**) wherein the County agreed to pay rental payments thereunder equal to the debt service on the Existing Bond;

WHEREAS, both the Ground Lease and the Lease Agreement were assigned by the Authority to RHS as security for the Existing Bond pursuant to an Assignment Agreement, dated as of September 11, 2012 (**the “Assignment”**);

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Grayson, Virginia:

1. All costs and expenses in connection with the undertaking of the issuance of the Allonge and the modification to the Existing Lease Documents with the Modification Documents, including the Authority’s expenses, the fees and expenses of the Bond Counsel, and other fees and expenses related thereto, shall to the extent not payable from proceeds of the Allonge shall be paid from other funds of the County. If for any reason the Allonge is not issued, it is understood that all such expenses shall be paid by the County and that the Authority shall have no responsibility therefor.
2. The following plan for issuance of the Allonge and modification of the Existing Lease Documents is approved. The Authority shall modify (i) the terms of the Existing Bond by issuance of the Allonge which will adjust the existing interest rate on the Existing Bond from 3.375% to 3.5% per annum and the resulting monthly payments thereunder from \$950 to \$970 and (ii) the Existing Lease Documents with the Modification Documents. The obligation of the Authority to pay principal and interest on the Allonge will be limited to rent payments received from the County under the Modification Documents which modify the Existing Lease Documents. The Allonge to the Existing Bond will continue to be secured by the Existing Lease Documents as modified by the Modification Documents. If the Board of Supervisors exercises its right not to appropriate money for rent payments, RHS may terminate the Lease Agreement or otherwise exclude the County from possession of the Property. The obligation of the County to pay rent thereunder will be subject to the Board of Supervisors of the County making annual appropriations for such purpose. The Board of Supervisors on behalf of the County has adopted this resolution as its moral

obligation to the repayment of the Allonge which modifies the Existing Bond. The issuance of the Allonge and the Modification Documents on the terms set forth herein is hereby approved.

3. The Board of Supervisors hereby approves the County entering into the Modification Documents and the Allonge in the principal amount of up to \$250,000 on terms approximately the same as the Existing Bond, payable as to interest at an interest rate of 3.5%, on an accrual basis of 30 day months and 360 day years, with such changes as may be approved by the officer executing them whose signature shall be conclusive evidence of his approval of the same. The County Administrator or Chairman are each hereby authorized to determine the final terms of the Allonge and the Modification Documents, whose determination shall be conclusive, as evidenced by his execution of such Allonge or Modification Documents.
4. The Chairman or Vice Chairman of the Board of Supervisors, or either of them, and the County Administrator and Clerk of the Board of Supervisors are each hereby authorized and directed to execute the Modification Documents and the Allonge.
5. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.
6. All other acts of the officers of the County that are in conformity with the purposes and intent of this resolution and in furtherance of the plan of financing and the issuance and sale of the Allonge which modifies the Existing Bond, are hereby approved and ratified.

7. The County by acceptance of this financing agrees to indemnify, defend and save harmless, to the extent permitted by law, the Authority, its officers, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the Authority, the issuance of the Allonge which modifies the Existing Bond, the Modification Documents or the lease of the Property.

8. Nothing in this Resolution, the Allonge which modifies the Existing Bond or the Modification Documents shall constitute a debt or a pledge of the faith and credit of the Authority or the County, and the Authority shall not be obligated to make any payments under the Allonge which modifies the Existing Bond or the Modification Documents except from payments made by or on behalf of the County under the Lease Agreement as modified by the Modification Documents pursuant to annual appropriation thereof in accordance with applicable law.
9. This resolution shall take effect immediately.

Adopted this, the 14th, day of February, 2013, in Grayson County, Virginia.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Grayson, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on February 14th, 2013, by the Board of Supervisors with the following votes:

Aye: Kenneth R. Belton
Thomas "Mike" Maynard
Brenda Sutherland

Absent: David M. Sexton
John K. Brewer

Nay: None

Abstentions: None

Brenda Sutherland made the motion to approve the Modification Agreement; duly seconded by Kenneth Belton. Roll call vote as follows: Kenneth R. Belton – Aye; Thomas "Mike" Maynard – Aye; Brenda Sutherland – Aye. Motion carried 3-0.

Tax Map Parcel Number(s): 73A-7-A-5

Exemption claimed from recording taxes pursuant to Section 58.1-809 of the Code of Virginia of 1950, as amended, as this Modification Agreement is supplemental to the Assignment Agreement, dated as of September 11, 2012, the Deed of Financing Lease, dated as of September 11, 2012 and the Deed of Ground Lease, dated as of September 11, 2012 each recorded on September 11, 2012 in the Clerk's Office of the Circuit Court of

Grayson County, Virginia as Instrument Number 120001725, Instrument Number 120001723 and Instrument Number 120001722, respectively, and the sole purpose and effect of this Modification Agreement is to modify the terms, conditions, parties or provisions of the instruments referenced above, without increasing the amount of the principal obligation secured thereby and with the same lender.

**EXEMPT FROM CLERK'S FEE PURSUANT TO VIRGINIA CODE SECTION
17.1-266
AND SECTION 58.1-809 AND SECTION 58.1-811E**

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (**the "Modification Agreement"**), dated as of _____, 2013, is by and among the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF GRAYSON, a political subdivision of the Commonwealth of Virginia, (**the "Authority"**), and the COUNTY OF GRAYSON, VIRGINIA (**the "County"**), each as "Grantors" for indexing purposes and United States of America, acting by and through RURAL HOUSING SERVICE, an agency of the United States Department of Agriculture (**"RHS"**) as "Grantee" for indexing purposes.

RECITALS

1. The Board of Supervisors (**the "Board of Supervisors"**) of the County determined at its meeting on _____, 2013 to modify its outstanding obligations with RHS pursuant to the \$250,000 Public Facility Lease Revenue Bond, Series 2012, issued September 11, 2012 (**the "Existing Bond"**) by the Authority.
2. The Existing Bond financed the acquisition, design, construction, equipping and furnishing of the Project (as defined in the below referenced Lease Agreement) for the County to accomplish certain purposes of the Virginia Industrial Development and Revenue Bond Act (**the "Act"**), and the County provided its moral obligation in support of the payment of the Existing Bond.
3. In relation to the issuance of the Existing Bond, the County leased the Property (as defined in the Lease Agreement) to the Authority pursuant to a Deed of Ground Lease, dated as of September 11, 2012 (**the "Ground Lease"**), recorded on September 11, 2012 in the Clerk's Office of the Circuit Court of Grayson County, Virginia as Instrument Number 120001722, for a term expiring on September 11, 2052 (the maturity date of the Existing Bond), subject to all Basic Rent (as defined in the Lease

Agreement) having been paid, in order to provide sufficient security for the Existing Bond, and, in turn, the Authority leased the Property to the County pursuant to a Deed of Financing Lease, dated as of September 11, 2012 (**the “Lease Agreement”**) recorded on September 11, 2012 in the Clerk’s Office of the Circuit Court of Grayson County, Virginia as Instrument Number 120001723, in the Clerk’s Office of the Circuit Court of Grayson County, Virginia, wherein the County agreed to pay rental payments thereunder equal to the debt service on the Existing Bond.

4. Both the Ground Lease and the Lease Agreement were assigned by the Authority to RHS as security for the Existing Bond pursuant to an Assignment Agreement, dated as of September 11, 2012 (**the “Assignment”**) recorded on September 11, 2012 in the Clerk’s Office of the Circuit Court of Grayson County, Virginia as Instrument Number 120001725, in the Clerk’s Office of the Circuit Court of Grayson County, Virginia.
5. RHS has requested to amend certain terms of the Existing Bond to conform with its loan program, including increasing the interest rate on the Existing Bond from an interest rate of 3.375% to 3.5% per annum and increasing the resulting monthly payment from \$950 per month to \$970 per month (the "Requested Modifications").
6. The issuance of the Allonge (defined below) requires certain modifications to the existing Ground Lease, Lease Agreement and Assignment (**the “Lease Documents”**) to conform to the Requested Modifications.

NOW THEREFORE in consideration of the mutual covenants set forth herein and other good and valuable consideration the receipt asufficiency of which is hereby acknowledged by the parties, the following terms and conditions are agreed to:

1. **The Existing Bond.** RHS represents and warrants that it is the sole holder and owner of the Existing Bond and that no default or event of default exists in relation to the Existing Bond. The Existing Bond shall be amended in accordance with the Allonge in the form attached hereto as Exhibit A (**the “Allonge”**), which original executed Allonge shall be attached to the Existing Bond as an amendment to the Existing Bond.

2. Amendment of Ground Lease. The Ground Lease is hereby amended to reflect that any reference therein to the Bond, shall mean the Existing Bond as amended by the Allonge and that any reference to the Lease Agreement shall mean the Lease Agreement as amended by this Modification Agreement.

3. Amendment of Lease Agreement.

(a) The Lease Agreement is hereby amended to reflect the definitions in Section 1 are modified as follows:

“Bond” shall also include the Existing Bond as amended by the Allonge. “Bond Resolution” shall mean the resolution adopted by the board of directors of the Authority on May 31, 2012 authorizing the issuance and sale of the Authority's \$250,000 Public Facility Lease Revenue Bond, Taxable Series 2012, and providing for the form, details and payment thereof, as amended by the resolution adopted by the board of directors of the Authority on _____, 2013 authorizing the execution and delivery of the Allonge and the Modification Agreement.

(b) The third sentence of Section 4.2(a) of the Lease Agreement is amended to state as follows: "Basic Rent payments also includes 10% of the monthly debt service payment due (\$97.00) as a portion of the payment necessary to build up a debt service reserve fund in an amount equal to one year's annual debt service or \$11,640.00 until fully funded.

(c) Exhibit A to the Lease Agreement is replaced by Exhibit A-1 attached hereto.

(d) Any reference to the Lease Agreement, Ground Lease or Assignment shall include this Modification Agreement.

4. Amendment of Assignment.

(a) The Assignment is hereby modified such that any reference to the Bond shall mean the Existing Bond as amended by the Allonge.

(b) Any reference in the Assignment to the Lease Agreement, Ground Lease or the Assignment shall include the amendments to such agreements reflected in this Modification Agreement.

5. **Continuing Lien on Leased Property.** All amendments to the Lease Documents made by virtue of this Modification Agreement shall be subject to the duly recorded lien of RHS on the Property arising therefrom. The Authority and the County shall execute and deliver any and all documents requested by RHS to acknowledge or continue such lien under applicable law.
6. **Remaining Provisions.** Except as expressly modified by this Modification Agreement, the Lease Documents executed in connection with the Existing Bond shall remain unchanged and in full force and effect as if this Modification Agreement had not been executed.
7. **Choice of Law.** This Modification Agreement shall be governed by the laws of the Commonwealth of Virginia.
8. **Counterparts; Headings.** This Modification Agreement may be executed in any number of counterparts, each of which shall be an original, which together shall constitute but one and the same Modification Agreement. The headings of the sections of this Modification Agreement are inserted for convenience only and do not comprise a part of this Modification Agreement.

WITNESS the following signature and seals:

COUNTY OF GRAYSON, VIRGINIA

By:

 Chairman, Board of Supervisors of
 the County of Grayson, Virginia

COMMONWEALTH OF VIRGINIA)
 At Large)

The foregoing instrument was acknowledged before me in the City/County of _____, Virginia, this ___ day of _____, 2013, by _____, Chairman of the Board of Supervisors of the County of Grayson, Virginia.

My commission expires: _____.

My Commission ID number is _____

 Notary Public

COMMONWEALTH OF VIRGINIA)

At Large)

The foregoing instrument was acknowledged before me in the City/County of _____, Virginia, this ____ day of _____, 2013, by _____, Chairman of the Industrial Development Authority of the County of Grayson.

My commission expires: _____.

My Commission ID number is _____

Notary Public

EXHIBIT A

**ALLONGE DATED AS OF _____, 2013 ATTACHED TO
\$25,000 INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF
GRAYSON, PUBLIC FACILITY LEASE REVENUE BOND, SERIES 2012
ISSUED ON SEPTEMBER 11, 2012**

Pursuant to the Resolution adopted by the Board of Directors of the Industrial Development Authority of the County of Grayson (**the "Authority"**) on _____, 2013 regarding the Authority's \$3,450,500 Public Facility Lease Revenue Bond, Series 2012 issued on April 3, 2012 (**the "Bond"**):

(a) The second paragraph of the Bond is amended to read as follows:

The Industrial Development Authority of the County of Grayson (**the "Authority"**), a public body politic and corporate of the Commonwealth of Virginia for value received, hereby promises to pay, solely from the revenues hereinafter described and pledged to the payment thereof, to the United States of America, or registered assigns, a sum equal to the amount of principal advances made hereunder but not to exceed the sum of

TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS
(\$250,000)

and to pay to the registered owner hereof interest on the unpaid principal from the date hereof until payment of the entire principal sum at the rate of three and one-half percent (3.5%) per year, in installments of combined principal and interest of \$970 (or such lesser amount as agreed to by RHS) beginning on the 7th day of October and on the same day of each month thereafter for a period of forty years, until paid. If not sooner paid, the final installment shall be due and payable forty years from the date of Bond. The payment of every installment shall be applied first to interest accrued to the payment date and then to principal. If the Closing Date actually occurs on the 29th, 30th or 31st day of a month, then the closing date for purposes of this paragraph shall be deemed to be the 28th day of such month. Installments of both principal and interest shall be payable in lawful money of the United States of America by check or draft mailed to the registered owner at its address as it appears on the registration books kept for that purpose at the office of the Secretary of the Authority who was appointed as Registrar. This Bond shall be registered as to principal and interest. The final installment of principal shall be payable upon presentation and surrender hereof at the office of the Registrar.

(b)Any reference to the Bond Resolution includes the amending and restating resolution adopted by the board of directors of the Authority on _____, 2013 authorizing the execution and delivery of this Allonge and the Modification Agreement dated as of _____, __, 2013 (**the "Modification Agreement"**) among the Authority, the County of Grayson, Virginia and United States of America, acting by and through Rural Housing Service, an agency of the United States Department of Agriculture.

(c)Any reference in the Assignment to the Lease Agreement, Ground Lease or the Assignment shall include the amendments to such agreements reflected in this Modification Agreement.

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE COUNTY OF GRAYSON**

(SEAL)

By: _____
Chairman

Attest:

Secretary

EXHIBIT A-1

Scheduled Basic Rent Payments

The loan will be scheduled for repayment over a period of 40 years. Payments will be equal amortized monthly installments with an interest rate of 3.5% and a monthly amortization factor of .00380, which provides for a monthly payment of \$970, in addition, a debt service reserve is required and must be accumulated at the rate of 10% of the monthly debt payment until a sum equal to one annual installment is accumulated.

IN RE: MUTUAL AID AGREEMENT – INTER-JURISDICTIONAL ARRANGEMENTS FOR
EMERGENCY SERVICES (CARROLL AND GRAYSON COUNTIES, CITY OF GALAX AND
GALAX-GRAYSON EMS)

Jonathan D. Sweet presented the following changes to the Mutual Aid Agreement: #7 – remove Galax City Manager as applicable, or to his designee and add *Galax City Police Chief*; added #14; and added *Rick Clark , Chief of Police under the City of Galax*. Kenneth R. Belton made the motion to approve the changes; duly seconded by Brenda Sutherland. Motion carried 3-0.

MUTUAL AID AGREEMENT

THIS AGREEMENT, MADE THIS 14TH DAY OF February, 2013 by and between the **SHERIFF OF THE COUNTY OF CARROLL** ("Carroll County Sheriff"); the **SHERIFF OF THE COUNTY OF GRAYSON** ("Grayson County Sheriff"); **THE COUNTY OF CARROLL, VIRGINIA** ("Carroll") a political subdivision of the Commonwealth of Virginia; the **COUNTY OF GRAYSON, VIRGINIA** ("Grayson"), a political subdivision of the Commonwealth of Virginia; the **CITY OF GALAX, VIRGINIA** ("Galax"), a political subdivision of the Commonwealth of Virginia and **GALAX-GRAYSON EMERGENCY MEDICAL SERVICES**, ("GGEMS");

WHEREAS, Carroll County, the City of Galax, and Grayson County have determined, through their governing bodies, that their respective disaster operation plans and programs would be better served by inter-jurisdictional arrangements among the parties for the provision of emergency services across jurisdictional lines in the event of a disaster or emergency; and,

WHEREAS, the parties hereto have determined that the provision of emergency services and law enforcement aid across jurisdictional lines will increase their ability to preserve the health, safety and welfare of the citizens of entire area;

WHEREAS, Virginia law authorizes reciprocal agreements for the provision of law enforcement and emergency services in the event of disaster or emergency; and

WHEREAS, the parties desire that the terms and conditions of this Mutual Aid Agreement ("Agreement") be established; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, each party hereby covenants and agrees, each with the other, as follows:

1. In conformity with § 15.2-1730.1 of the Code of Virginia, 1950, as amended, and in conformity with other provisions of the Code of Virginia including § 15.2-1724, as amended, the parties hereto will endeavor to provide law enforcement support each to the other all within the capabilities available at the time such support is necessary and within the terms of this Agreement.

2. In addition to law enforcement services, and in conformity with § 44-146.20 of the Code of Virginia, 1950, as amended, the parties hereto will endeavor to provide other forms of emergency services support to the other parties in conformity with the resources available to each party at the time that a request for support or assistance hereunder is made by any member party. For purposes of this Agreement, "Emergency Services" shall include without limitation emergency management services, public works, fire-fighting services, law enforcement, rescue and emergency medical response services, and communications.
3. Nothing contained in the Agreement should in any manner be construed to compel any of the parties hereto to provide emergency law enforcement or other Emergency Services in response to a request from a member party when, in the opinion of the party to whom the request is made, the personnel, equipment or services in question are needed or are being used within the boundaries of that jurisdiction. In such event, the party to whom the request is made shall advise the requesting party that the requested personnel, equipment or services cannot be made available to the requesting party.
4. No parties to this Agreement or any employee of any party to this agreement shall be liable to any other party hereto for any loss, damage, personal injury or death to law enforcement or other Emergency Services personnel or equipment resulting from the performance of this Agreement, whether such loss, damage, injury or death shall occur within or without the jurisdictional boundaries of the respective parties hereto. It is specifically agreed that the law enforcement and other Emergency Services personnel, providing or receiving such assistance, shall have all the authority, benefits, immunity from liability, and exemptions from laws, ordinances and regulations as they would have when acting within their own jurisdictions.

5. It is specifically agreed that the law enforcement and other Emergency Services personnel providing or receiving assistance hereunder shall have all the pension, relief, disability, worker's compensation, life and health insurance, and other benefits enjoyed by said employees as when acting within their respective jurisdictions.
6. There shall be no liability to any of the parties hereto for reimbursement for injuries to law enforcement or other Emergency Services personnel or for damages or injury to equipment arising in connection with a response to a request for emergency assistance hereunder. Neither shall the parties be liable to each other for any other costs associated with or arising out of the rendering of assistance pursuant to this Agreement.
7. Requests for law enforcement assistance hereunder shall be addressed to the Carroll County Sheriff, the Grayson County Sheriff, or the Galax City Police Chief. Requests for other such Emergency Services support hereunder shall be addressed to the chief executive officer of each party hereto, or his designee. The parties shall cooperate each with the other, and with each emergency response entity within their respective jurisdictions, including but not limited to volunteer fire departments and emergency medical service providers, to prepare standard operating procedures for coordinating and dispatching responders to requests for aid made pursuant to this Agreement.
8. The party making a request hereunder shall have and maintain a radio communication system for use by the parties hereto and create and maintain a mutual aid implementation plan as part of their communications standard operation procedure manual.
9. All services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the Local Government within its boundaries shall extend to its participation in rendering assistance

outside its boundaries. It is understood for the purpose of the Agreement that the responding party is rendering aid once its' personnel or equipment is *en route* to the jurisdiction of the party receiving the assistance, and has left the jurisdictional boundaries of the party providing the assistance.

10. All deputies, police officers, and other law enforcement agents of the parties to this agreement shall, when providing assistance in response to a request for emergency aid hereunder, shall have full police powers within the jurisdiction of the party requesting such aid, including the authority to make arrests in such jurisdiction under any and all applicable laws of the Commonwealth of Virginia or local ordinances and to perform the other duties of a law enforcement officer, such authority shall be in conformance with Sections 15.2-1724 and 15.2-1730 of the Code of Virginia, 1950, as amended.
11. The personnel of any party shall, when rendering assistance to a party requesting aid hereunder, act under the direction of the appropriate official designated by the requesting jurisdiction; provided, however, that the ultimate control of the personnel of any party rendering assistance shall remain with the appropriate officers or supervisors of the party providing such assistance. The personnel or equipment engaged in providing assistance hereunder shall be directed to return to their own jurisdictions in the event that the appropriate officer or supervisor of the jurisdiction providing assistance determines that the return of such

personnel or equipment is needed in the jurisdiction providing the assistance.

12. This Agreement repeals and supersedes all previous written agreements or oral understandings relating to the provision of mutual aid of law enforcement or other Emergency Services. This Agreement represents the sole document regulating the provision of emergency law enforcement or other Emergency Services.
13. This Agreement may be terminated at any time by any party giving thirty (30) days written notice to that effect to the other parties hereto.
14. The parties hereto recognize that portions of Grayson County, Carroll County and the City of Galax are isolated and that the most practical access to portions of one jurisdiction may be through the other jurisdiction. Therefore, the parties agree that to further protect the public health, safety and welfare the request for assistance authorized by this Agreement may be on a continuing and regular basis, including routine patrol, in such geographic areas and for such time period(s) and duration as the Sheriff of either County and/or the Chief of Police may agree and provide by written memorandum.

This agreement has been authorized and approved by the Sheriff of the County of Carroll, Virginia; the Sheriff of the County of Grayson, Virginia; the County of Carroll, Virginia; the County of Grayson, Virginia; the City of Galax, Virginia and the Board of Directors of the Galax-Grayson Emergency Medical Services.

COUNTY OF CARROLL

David Hutchins, Board Chairman

Gary Larrowe, County Administrator

JB Gardner, Sheriff

**COUNTY OF GRAYSON
EMERGENCY**

Thomas M. Maynard, Board Chairman

Jonathan D. Sweet, County Administrator

Thomas M. Maynard, Emergency Service Director

Richard Vaughan, Sheriff

CITY OF GALAX

C.M. Mitchell, Mayor

Keith Barker, City Manager

Rick Clark, Chief of Police

GALAX-GRAYSON

MEDICAL SERVICES

Ron Passmore, Emergency Services Director

Chairman of the Board of Directors – GGEMS

IN RE: COUNTY ADMINISTRATOR'S REPORT

Jonathan D. Sweet gave the Board an update regarding various programs and projects for the month of January along with upcoming events:

- POLICIES AND PLANNING UPDATE:
Trans Occupancy Tax – Senate Bill No. 720 0 - A Bill to amend and reenact § **58.1-3819** of the Code of Virginia, relating to transient occupancy tax; Grayson County. (senator Carrico)
- CITIZEN OPPORTUNITIES:
WCC will be holding two career Fairs:
March 13, 2013 at the Wytheville, Meeting Center in Wytheville
April 18, 2013 at WCC at the Crossroads Institute in Galax, VA
- PUBLIC WORKS:
Large Item pick-up *Schedule (An Additional Service that is included with our curbside pick-up service...) will be advertised in both local newspapers along with on our website
- PERSONNEL UPDATE:
Jennifer Snow, our CSA coordinator has given her notice to leave Grayson Co. She has accepted a position with the Virginia Dept. of Social Services as Title IV-E Auditor. Her last day will be tomorrow.
- ECONOMIC & COMMUNITY DEVELOPMENT UPDATE:

Prison / River North Correctional Facility – shared the news that the prison could Possibly open in October 2013 instead of January 2014.
- UTILITY AUDIT:
All utility invoices were examined. No overcharges were identified.
- Telecommunications Audit:
All telecommunications accounts were examined. One error was identified and future savings opportunity noted.
CenturyLink: Erroneous cramming charges were identified on the below account and the below refund was issued.
 - 309366967: \$758.10
- Sales Tax Audit:
All invoices were examined for incorrect taxes. Several errors were identified and corrected with each provider. The following credits were issued.

U.S. Cellular:

- 176903392: \$710.10
- 814637560: \$150.94

CenturyLink:

- 309719271: \$125.31 (4,991.24)
- Total Credits Realized: \$6,079.23

Looking at an Addendum to the contract, as there may be some ways to further reduce the County's costs going forward.

THANK YOU:

Thank you to the various County Volunteer Fire Departments and Rescue Squads for their service to the citizens of Grayson County in response to the January 17 weather event that left many of our folks without power. Their willingness to extend a helping hand and provide comfort and shelter to those in need warrants our acknowledgment. As the Deputy Director of Emergency Management, I would like to extend my sincere and utmost appreciation and gratitude to all of our volunteers who took it upon themselves to be of service to those in a time of need and am proud of the job our volunteers do for the benefit and safety of Grayson County and our citizens.

IN RE: GRAYSON COUNTY SHOOTING RANGE – GENERAL UPDATE

Jonathan D. Sweet noted staff respectfully recommends, based on the results of the gas monitoring performed by REIC, to discontinue consideration of constructing a public shooting range at the proposed site (known as the closed Grayson County landfill across Cornerstone Rd. from Grayson County landfill #459), due to the potential presence of lingering decomposition gases remaining on the site and the likely costs to the project to mitigate this potential issue. Thus, staff further recommends we identify alternative locations that would be considered more conducive for locating a public shooting range if the Board so chooses to advance this project.

IN RE: DEPARTMENT HEAD REPORTS

As presented.

IN RE: GRAYSON COUNTY COMPREHENSIVE PLAN UPDATE

Elaine HOLETON, Planning and Community Development Director updated the Board regarding Grayson County's Comprehensive Plan. The existing Comprehensive Plan in use today, was drafted in 2005 with review in 2009. To meet State Code requirements a new plan will be required by 2015. The Planning Commission decided to completely rewrite the existing Comprehensive Plan, thus giving it fresh eyes for planning the future of the county. Mt. Rogers Planning District Commission was chosen as contractual assistance for research, design and composition of the plan. The Department of Planning & Community Development, members of the Planning Commission and Mt. Rogers PDC are working together throughout the year to complete this document with a target deadline of December 2013 for completion.

The Planning Commission began work on the plan in July of 2012. At that time, a Comprehensive Plan steering committee was formed to research the best approach, goals for the plan, deadlines and contractual assistance to complete the plan.

To achieve a user friendly design of the new plan, the Focus page concept was developed. I have included a focus page for your review in the handout. There will be 13 chapters in the new Comprehensive Plan. Each chapter will have a series of focus pages to convey the messages of the chapter. The last chapter will include recommended goals and strategies for the future of Grayson County. The work on this portion of the plan will occur throughout the summer.

A website has been developed to share information about the plan and to facilitate access to the citizen survey .www.plangrayson.com

To manage efficient work on the plan, three review committees were formed from members of the Planning Commission. Each review committee is responsible for editing content areas or chapters of the plan through interface with the staff of Mt Rogers PDC. In an effort to fully understand the issues facing the county, the Planning Commission sponsored a leadership survey in October. The Leadership Survey was presented to 173 community leaders in Grayson County who have active roles in the content areas of housing, land use, economy/employment, civic/community, transportation, education, healthcare and recreation, public health and safety, public facilities and services, agriculture, forestry/wildlife and county leadership. Leaders were asked about strengths, weaknesses, opportunities and threats to the county as it related to their area of expertise. They were also given the opportunity to present comments on Grayson County in general, including strategies for the future. Of the 173 individuals who received the leadership survey, 72 survey responses were received with a 42% rate of return. The results were compiled and will be used to develop focus pages, design

the citizen survey and develop recommended strategies. To truly become a “comprehensive plan” citizen input was required. After countless drafts and rewrites by the Planning Commission, the citizen survey was drafted and became active on January 25th. The public can access the survey at www.plangrayson.com and in paper format at 12 locations across the county. The citizen survey will end on March 25th. To encourage full participation the Planning Commission mailed 8300 reminders to every household, business and post office box in the county. The results of the citizen survey will provide useful information and we encourage all citizens of the county to participate. In the months ahead, the Planning Commission will work with Mt. Rogers PDC to analyze the data, compile research and draft the document. We look forward to presenting the first draft of the Comprehensive Plan to the Board of Supervisors in the summer of 2013. On behalf of the Planning Commission, we would like to thank you for your interest and support of the 2013 Grayson County Comprehensive Plan.

IN RE: REGISTERED SPEAKERS & PUBLIC COMMENT

Lauren Self, representing the Twin County Humane Society, spoke giving an update on the Animal Shelter along with their effort in working with other rescues and the animals in the shelter along with decreasing the euthanasia rate at the animal shelter from ninety (90) percent to around sixty (60) percent.

IN RE: CLOSED SESSION

Thomas “Mike” Maynard made the motion to go into closed session pursuant to §2.2-3711 (A)(5) of the Code of Virginia, relating to a discussion of an undisclosed prospective business or industry or the expansion of an existing business or industry and pursuant to § 2.2-3711(A)(1) of the Code of Virginia, involving discussion relating to personnel matters; duly seconded by Brenda Sutherland. Motion carried 3-0. Brenda Sutherland made the motion to come out of executive session; duly seconded by Kenneth R. Belton. Motion carried 3-0.

Whereas, the Grayson County Board of Supervisors has convened a closed session on this 14th day of February, 2013, pursuant to an affirmative recorded vote and in accordance with provision of the Virginia Freedom of Information Act; and

Whereas, Section §2.2-3712 of the Code of Virginia requires a certification by this Board of Supervisors that such closed session was conducted in conformity with Virginia law;

Now, Therefore Be It Resolved, that the Board of Supervisors hereby certifies that, to the best of each member's knowledge, (I) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed session to which this certification resolution applies, and (II) only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by the Board of Supervisors with recorded confirmation from members as follows: Kenneth R. Belton – I so certify; Thomas M. Maynard – I so certify; Brenda Sutherland – I so certify.

IN RE: ADJOURN

Brenda Sutherland made the motion to adjourn; duly seconded by Kenneth R. Belton.
Motion carried 3-0.