

AGENDA
BOARD OF SUPERVISORS
REGULAR MEETING
MARCH 9, 2021

1. Meeting called to order – 8:30 a.m., Board Room, County Administration Building.
2. Opening Prayer.
3. Pledge of Allegiance.
4. Approval of minutes of February 9, 2021 and February 23, 2021.
5. [Approval of monthly disbursements.](#)
6. Delegations:
 - a. 8:30 a.m. – Mr. Chad Alls, Director of Floyd County Social Services.
 - b. 9:00 a.m. – Public Comment Period.*
 - c. 9:15 a.m. – Constitutional Officers Reports.
 - d. 9:30 a.m. – Mr. Mark Bolt, Building Official
– Discussion of Recreation Building at Park.
 - e. 10:15 a.m. – Mr. David Clarke, Resident Engineer, Virginia Department of Transportation.
 - f. 10:45 a.m. – Mr. Kevin Sowers, Emergency Services Coordinator
– Discussion of Phase 2 Agreement with Federal Engineering.
 - g. 11:00 a.m. – Ms. Karla Turman, Planner, and Ms. Lydeana Martin, Community & Economic Development Director
– Update on draft changes to Subdivision Ordinance.
 - h. 2:00 p.m. – FY22 Budget Work Session.
7. County Administrator’s Report.
 - a. [Subdivision plats as approved by Agent for February 2021.](#)
 - b. [Resolution authorizing certain officers to sign County warrants.](#)
 - c. [Agreement between the Virginia Department of Health and the Floyd County Board of Supervisors for funding and services of the Floyd County Health Department.](#)
 - d. [Authorize applying for Creative Communities Partnership Grant from Virginia Commission for the Arts on behalf of Floyd Center for the Arts.](#)
 - e. [Renewal or rebid of mowing contract.](#)
 - f. [Release of Request for Proposals for Recreation Concessions.](#)
 - g. [Lease agreement for Indian Valley green box site.](#)
8. Old/New Business.
9. Board Member Time.
10. Adjournment.

**BOARD OF SUPERVISORS
REGULAR MEETING
FEBRUARY 9, 2021**

At a regular meeting of the Board of Supervisors of Floyd County, Virginia, held on Tuesday, February 9, 2021 at 8:30 a.m. in the Board Room of the County Administration Building thereof;

PRESENT: Joe D. Turman, Chairman; Jerry W. Boothe, Vice Chairman; Linda DeVito Kuchenbuch, and Lauren D. Yoder, Board Members; Cynthia Ryan, Acting County Administrator; Angie Ellis, Accounting Clerk; and Tabitha Hodge, Operations Manager livestream and film the meeting.

ABSENT: W. Justin Coleman, Board Member.

Agenda Item 1. - Meeting called to order.

Chairman Turman called the meeting to order at 8:30 a.m.

Agenda Item 2. – Opening Prayer.

The Opening Prayer was led by Ms. Cynthia Ryan.

Agenda Item 3. – Pledge of Allegiance.

Supervisor Kuchenbuch led in the Pledge of Allegiance.

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, and carried, it was resolved to amend the agenda and to immediately go into Closed Session under §2.2-3711 A.1., Personnel - Discussion of prospective candidate for appointment.

- Supervisor Coleman – absent
- Supervisor Yoder – yes
- Supervisor Kuchenbuch – yes
- Supervisor Boothe – yes
- Supervisor Turman – yes

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and carried, it was resolved to come out of closed session.

- Supervisor Coleman - absent
- Supervisor Kuchenbuch - yes
- Supervisor Yoder - yes
- Supervisor Boothe - yes
- Supervisor Turman – yes

On a motion of Supervisor Boothe, seconded by Supervisor Kuchenbuch, and carried it was resolved to adopt the following certification resolution:

CERTIFICATION RESOLUTION CLOSED MEETING

WHEREAS, this Board convened in a closed meeting on this date pursuant to an affirmative recorded vote on the motion to close the meeting to discuss §2.2-3711 A.1., Personnel - Discussion of prospective candidate for appointment, of the Virginia Freedom of Information Act;

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Board that such closed meeting was conducted to the conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby certifies that, to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were heard, discussed or considered in the closed meeting to which this certification applies; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting to which this certification applies.

Supervisor Coleman – absent
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman – yes

This certification resolution was adopted.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and carried, it was resolved to appoint Dr. Linda Millsaps as the County Administrator for Floyd County, effective March 1, 2021 (Document File Number 1158).

Supervisor Coleman - absent
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 4. – Approval of minutes of January 12, 2021 and January 26, 2021.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and carried, it was resolved to approve the January 12, 2021 and January 26, 2021 minutes as presented.

Supervisor Coleman – absent
Supervisor Yoder – yes
Supervisor Kuchenbuch – yes
Supervisor Boothe – yes
Supervisor Turman – yes

Agenda Item 5. – Approval of the monthly disbursements.

On a motion of Supervisor Yoder, seconded by Supervisor Boothe, and carried, it was resolved to approve the monthly disbursements and additional bills as presented.

Supervisor Coleman - absent
Supervisor Yoder - yes
Supervisor Kuchenbuch - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 7.a. - Subdivision plats as approved by Agent for January 2021.

No questions were asked.

Agenda Item 7.b. - E911 Road Name Request - Laurel Heather Pass.

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, and carried, it was resolved to approve the naming of Laurel Heather Pass, with the cost of the road sign installation to be paid by the County.

Supervisor Coleman - absent
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 7.c. - No bids received for Roof Replacement - Dog Pound.

Mr. Bolt requested permission from the Board to contact local contractors to see if he could obtain bids. Any bids received would be presented to the Board.

Chairman Turman - I know a local contractor that I would like to reach out to regarding the bid.

Ms. Ryan - Why don't you provide the information to Mr. Bolt and he will reach out to the contractor.

Chairman Turman - I think Mr. Bolt knows him as well.

Agenda Item 6.a. - Public Comment Period.

Chairman Turman read the handicap statement and opened the public comment period.

There were no public comments. Chairman Turman closed the public comment period.

Agenda Item 7.d. - Bids received for Front Loading Garbage Truck.

Ms. Ryan - We received ten bids. One of the bids was deemed not responsive because it was for a rear loading garbage truck. Two were received after the bid opening time. After

disqualifying the non-responsive bid, we had two from the same company that were the next lowest. One was for a 2020 model; it is a floor model used for demonstrations. The other was for a brand new 2022 model. I spoke with Mr. Thompson. He said that since there was only a \$9000.00 price difference, he would prefer to go with the 2022 model. Our recommendation is to accept the bid for the 2022 model front loading garbage truck.

On a motion of Supervisor Boothe, seconded by Supervisor Kuchenbuch, and carried, it was resolved to accept the bid from Equipment Works for \$249,851.00 for a 2022 Pete 530 (Document File Number 1159).

Supervisor Coleman - absent
Supervisor Yoder - yes
Supervisor Kuchenbuch - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 7.e. - Draft Contract with Southeast Rural Community Assistance Project, Inc. (SERCAP).

Ms. Lydeanna Martin joined the session by phone.

Ms. Ryan - I did not receive your email in time to give the Board the revised SERCAP agreement.

Ms. Martin - The only correction made was adding "SW" after Campbell Avenue in SERCAP's address. We previously discussed SERCAP's concerns with not getting paid for work performed. Ms. Ryan and I discussed a good faith offer of \$5,000.00 from the County. This is what we have drafted and have for you to consider. I discussed this with SERCAP, and it was acceptable to them. The contract in front of you includes this possibility, as well as some other clarifications that I made to the document.

Supervisor Kuchenbuch - What is the maximum amount?

Ms. Martin - The maximum from the Board with the contract as it is now is \$5,000.00. There is \$81,000.00 in the contract from Community Development Block Grant (CDBG) funds that would cover fifteen houses that sign on to the construction contract. The County's maximum outlay would be \$5,000.00.

Ms. Ryan - We felt like this was reasonable because our only alternative would be to go out to bid again. The time it would take to do that would delay this project. We thought \$5,000.00 seemed reasonable for the County.

Ms. Martin - I'd like to add that we've worked with this organization through the planning grant and application process. They are very good at what they do. They went above and beyond whenever we needed them to. We know they are a good partner.

Supervisor Kuchenbuch - We need to make sure the folks we get into this program really want to participate, so SERCAP will receive their payments. Will you remind me why SERCAP is a little gun-shy?

Ms. Martin - They were burned badly. They had signed on to do a project with ten or eleven houses. They were only paid for two of them even though they had completed all the work. It was a narrowly defined neighborhood, not like our situation. I feel confident that we can get to fifteen houses that ultimately sign on. It might take a few extra to get to that point. Life circumstances can change abruptly and sometimes people balk at the last minute. Ms. Wilsie and I will do everything we can to make sure that the people that enter the pipeline understand everything about the project and what they are getting into. It's not a perfect situation as circumstances can change.

Supervisor Kuchenbuch - Most definitely. We've certainly been reminded of that over the last year.

Supervisor Boothe - Several places where it mentions the County Administrator, should we add County Administrator or Assistant Administrator?

Ms. Martin - It makes sense to me. Whatever you all think.

Ms. Ryan - My impression is that it would be automatic.

Supervisor Yoder - When the County Administrator is unavailable, the Assistant Administrator automatically steps in.

Ms. Ryan - We removed names from the contract and replaced with titles. I do think it is automatic.

Supervisor Boothe - I know our side is clear. The wording in a contract is important.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and carried, it was resolved to approve the contract with SERCAP as presented with the amendment of the address correction (Document File Number 1160).

Supervisor Coleman - absent
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 7.f. - Determination of site for building at Recreation Park.

Ms. Ryan - Mr. Bolt did the original plans last year during the budget cycle. He has since spoken to Mr. Cox and there are some concerns. One concern is the site would not have adequate drainage. Mr. Bolt hasn't ruled the site out, but he would like to spend a nominal amount of money to hire someone to do some testing and determine if it is the best location, or if there might be a better location for the potential building.

Supervisor Boothe - There is a lot of fill down there. I don't know if the site was originally compaction tested.

Ms. Ryan - Yes, I think that is what he'd like to explore.

Supervisor Boothe - At one time there was a plan for an amphitheater below the ball field. It was a perfect spot if the drainage worked out. There will have to be a roadway that will continue off the top of the hill and swing around. If bore testing reveals this is the only acceptable site, I would suggest placing the office closest to the fields.

Supervisor Yoder - When I was on the Recreation Authority, we discussed building an office on the left side where there is pasture as you enter the park, right off of the paved road. It would be accessible without having to go back to the ball fields.

Supervisor Boothe - Is there enough room to accommodate the office and the storage facility?

Supervisor Yoder - There are two to three acres of pasture there.

Supervisor Boothe - Compaction wouldn't be an issue there.

Supervisor Yoder - If the office was there, it would be easy to monitor everything. It would also be easy to access. Even if the park was closed, people could still get to the office. Is the current proposed site in the existing parking lot?

Ms. Ryan - I am not sure of the exact site. This doesn't need to be approved today, we're putting it on your radar.

Supervisor Boothe - Let's have Mr. Bolt look at the site that Supervisor Yoder has mentioned. Ms. Ryan, have you received a response from Ms. Cox?

Ms. Ryan - We have encountered a problem in that Mr. Shortt said the deed has never been filed with the Clerk of Circuit Court. We have been unable to locate the original deed. I have a copy, and Ms. Cox has a copy. Mr. Durbin doesn't have it, and Mr. Shortt doesn't have it. Right now, we are searching for the original deed. I have a question to Mr. Durbin regarding if we need to go through the process of signing a new deed in order to get something recorded. Because of this, Ms. Cox has not responded to the original question as to whether this would be an acceptable use.

Supervisor Yoder - If we end up proceeding, this building would be a part of the budget?

Ms. Ryan - Yes. I discussed it with Davenport. You had asked them to be here today; they were unable to make it because there was not enough time to pull all the information together. We had an extensive conversation regarding the things the Board wants to do, offering the alternative of both total financing versus the financing and using part of the meals tax collection. We also discussed which items might fit better into use of the meals tax. They are

going to come up with some alternatives and plan on being here for this month's evening meeting.

Supervisor Kuchenbuch - You discussed the acceptable use of the meals tax with both?

Ms. Ryan - I discussed this with both Mr. Griffin and Mr. Durbin.

Supervisor Yoder - Originally, we discussed using it for fire and rescue, then we decided to expand it. We wanted it to be available to everyone for capital expenditures.

Supervisor Kuchenbuch - Mr. Durbin was okay with this?

Ms. Ryan - Yes, he wanted to know what had been presented to the public at the time that the ordinance was approved.

Agenda Item 7.g. - Green box site in Indian Valley.

Ms. Ryan - The green boxes have been removed from Indian Valley at the request of the property owner. Supervisor Coleman and Mr. Thompson are looking for another suitable site and are hoping to make it happen as soon as possible.

Supervisor Kuchenbuch - I looked back through my files. We looked at this in 2016. We wanted to keep things on our major byways. Access is difficult for large swaths of our County. I think we should put this topic on the agenda for our new County Administrator. I think we need to revisit this issue. At some point property owners aren't going to want to do this anymore. These issues will continue to come up.

Supervisor Boothe - It may get to the point where we have to actually purchase an acre of land for a site.

Supervisor Yoder - This Board, or a future Board, will get to the point where we need to build four or five sites around the County. These would be well maintained, and County owned.

Supervisor Boothe - Just please don't gate them.

Supervisor Yoder - People expect a higher level of service than driving into a muddy parking lot that has sink holes.

Supervisor Boothe - I've had many discussions and arguments regarding this issue. If we do gated sites, like Montgomery County, there will be a small percentage of our population that will continue to dump in old sites. I'm not opposed to centralized sites, but if they close the gates and lock them at four o'clock, I know what's going to happen.

Supervisor Yoder - Sixty percent of people work outside the County, so you can't close sites so that people can't access them when they aren't working. We have to make the sites available, and the Transfer Station.

Supervisor Turman - This is a complaint that I hear often. People go to dispose of trash and the Transfer Station is closed.

Ms. Ryan - Mr. Thompson has in his fiscal year 2022 budget to hire one more person. It might be worth considering if it could extend the hours at the Transfer Station on Saturdays.

Supervisor Kuchenbuch - When you drive into a site that is clean, you are far less likely to make it a mess. One resident suggested that if the Transfer Station isn't going to stay open, that we have a site that would act as a remote Transfer Station.

Supervisor Turman - One thing I've always advocated for is installing a chain link fence behind the green boxes to keep trash and debris from blowing onto the neighboring properties. It might also help keeping bears from dragging trash into the woods.

Supervisor Yoder - In my district, I think we'll have to find a new site every six months. The rotation could help the current situation by helping to break the bears' cycle.

Agenda Item 6.c. - Mr. William "Billy" Newcomb, Senior Program Manager with Draper Aden Associates.

Mr. Newcomb highlighted two issues concerning the Landfill:

1. Trench and Hillside Erosion Reclamation.
 - a. The County and the contractor have completed the repairs, reclamation, and stabilizing of the slope.
 - b. The Department of Environmental Quality (DEQ) has been informed and are satisfied with the results. DEQ will continue to keep an eye on the slope.
 - c. Draper Aden will do quarterly inspections to make everything remains stable until vegetation locks in.
2. Status of Groundwater Monitoring.
 - a. The Landfill continues to be in the corrective action monitoring program. This entails semi-annual sampling of the wells.
 - b. The well network is broken into different sets of wells.
 - Compliance wells, or assessment wells: These are monitored even when a site is not in corrective action.
 - Performance wells: The wells that are down gradient get the constituents of concern and the indicator perimeters for monitored natural attenuation, which is the correction action process.
 - Surveillance wells: These are designed to ensure the plume is not expanding.

Exceedances observed on the November 2020 event include:

Target Analyte	Location	Result (ug/L)	GPS (ug/L)
Cobalt	MW-8	56	8
Benzene	MW-8	36	5
alpha-BHC	MW-8	0.37	0.0072
Vinyl chloride	MW-8	7.5	2
1,1-Dichloroethane	MW-10	4.4	2.8
Benzene	MW-17	8.7	5
alpha-BHC	MW-17	0.46	0.0072
1,1-Dichloroethane	MW-17	13	2.8
Vinyl chloride	MW-17	31	2
Cobalt	MW-18	17	8
Benzene	MW-18	6.9	5
Tetrachloroethene	MW-18	5.7	5
Trichloroethene	MW-18	13	5
Vinyl chloride	MW-18	3.4	2
1,1-Dichloroethane	MW-19	21	2.8
Cobalt	S-4	11	8
Vinyl chloride	S-4	3	2
Cobalt	S-6	62	8

Pertinent Observations:

1. MW-10 is located on the adjacent property. MW-19 is on County property upgradient with respect to groundwater flow. Note that 1,1-Dichloroethane decreases in concentration as groundwater flows from MW-19 to MW-10. Further down from MW-10 on the adjacent property is MW-21, which does not exceed the Standard for any analyte. So, natural attenuation is occurring. More time is needed to let closure and natural attenuation decrease analyte concentrations.
2. Spring S-4 continues to show Groundwater Protection Standard exceedance; however, the frequency of exceedances is decreasing. DEQ is focused on S-4 because of their guidance regarding transfer of contaminants from groundwater to surface water. The County proposed interim measures to address this in 2018. DEQ continues to evaluate the situation. The reduced exceedances at S-4 is good news.
3. The other wells and analytes exceeding a Groundwater Protection Standard are routine observations and will ultimately be addressed by natural attenuation corrective action.

Mr. Newcomb – I'll be happy to answer any questions.

Supervisor Boothe – At one point in time we were having a problem with chromium. Has that dissipated over time?

Mr. Newcomb – Yes it has. The issues with metals, like chromium, cobalt or lead, for example, are very different than the organic compounds. When you see metals in groundwater there is the potential it's from the bedrock or the soil itself. The way the regulations were written back in the 70's, total concentrations were required, meaning you pull a water sample out of the ground and acidify it. Then it is sent to the lab. You can't filter the sediment out of it. If there is a little sediment in your monitoring well and you acidify it, the metal concentrations will increase in that sample. When we see chromium, or another metal, it's not guaranteed that it came from the landfill. There is a higher likelihood that it's from the natural environment. The main focus for corrective action at the landfill is for organic compounds. DEQ has tacitly agreed they are not going to force a facility to conduct corrective action on metals. I'm less concerned about the metals than I am about the organics.

Supervisor Boothe – The natural filter system is working; nature is taking care of it. Is that a fair statement?

Mr. Newcomb – Yes, that is a fair statement. Along with looking at decreases in concentrations we also evaluate chemicals that are indicators for bacteria and chemical attenuation. We see indicators for that as well. For example, we see the generation of methane, we see the decrease in certain kinds of iron and the increase of other kinds of iron. Those are all part of the model that defines and describes how the natural attenuation occurs. We are seeing evidence that it is occurring. You are in the right corrective action program for the facility. The key is to get to the point where we can demonstrate that the issues have been taken care of and get you out of the monitoring program completely. That is the goal. It's going to take some more time. It's a better alternative than other forms of corrective action.

Supervisor Boothe – Do you ever look at it from the standpoint of the capped area versus the uncapped area?

Mr. Newcomb – We have in the past. For all the years we've been doing this work we've really come to focus on the area by MW-19 and MW-10, and the spring of course. We have looked at it in the past, I can't recall right now.

Supervisor Boothe – Early on, when we started this process, the train of thought was the uncapped area would get more dilution because surface water isn't kept out of the area. The capped area is essentially cooking, so there will be a higher concentration. Where are we in relation to this?

Mr. Newcomb – We are seeing more influence on where groundwater is flowing in terms of what the chemicals are in the groundwater than whether it's from the capped or uncapped areas. The transport of the chemicals in groundwater is really what is driving these concentration trends.

Supervisor Boothe – It was estimated that the capped area may take twenty to thirty years before it showed a decline so we could start backing out. We knew it would take longer to start backing out with the capped area because didn't have filtration or dilution from the rainwater. There is a higher concentration of contaminants in that area than in the uncapped area.

Mr. Newcomb – Yes, that is true. Once we begin the transport in groundwater from those areas then the natural attenuation process is what will draw the long term future of the concentration in the area.

Supervisor Kuchenbuch – Studying the maps, it appears that MW-8, MW-18, S-4, S-6 and S-7 receive water from both the capped and uncapped areas before it exits off our property. We have really made a lot of progress on these.

Mr. Newcomb – I believe so, yes.

Supervisor Kuchenbuch – It would be interesting to see a chart of how much we've improved over the last ten years.

Mr. Newcomb – This is exactly what we do with the case report. We look at a snapshot of the past four years in progress, then we also look at it from all the monitoring data we have to date. We've come a long way in the last twenty years, and the trend has continued over the last four years. It is complicated to assess the distribution of groundwater when there is fractured control. Contributions from the capped versus uncapped and transporting in the fractured bedrock is tricky.

Supervisor Boothe – Are the tests evaluated over time in correlation with droughts, or times of less rainfall?

Mr. Newcomb – Yes. We do a seasonality analysis. We have not seen a significant influence by local climate conditions over time with respect to the groundwater. The chemicals are dissolved in the groundwater in the first place, and the fractured control of the groundwater means that it comes from a deeper aquifer that doesn't get as much influence from the rainfall. If we were more concerned about the metals, we would do a more detailed analyses and may find a seasonal signature on the metals themselves. At this point they are not driving the corrective action. The metal concentration distributions will be influenced by the amount of sediment in the wells. Once every six months we purge water from the wells and sample them. This dynamic is more influential over the amount of sediment than local rainfall. Looking at the organic compound, we do not see a seasonal influence.

Supervisor Boothe – Am I correct in that most of our contaminants would be classified as thinners, hand cleaners, or similar components?

Mr. Newcomb – Yes, household chemicals, and maybe some light industrial like paint, paint thinners, degreasers, and oil. What we see in groundwater at this landfill is common and what we see at every other unlined landfill.

Supervisor Boothe – Thank you for the refresher.

Mr. Newcomb - I look forward to coming back in September with another update.

Supervisor Turman – Thank you for the update. We look forward to seeing you in September.

Agenda Item 6.d. – Mr. David Clarke, Resident Engineer, Virginia Department of Transportation (VDOT).

Mr. Clarke provided maintenance updates:

Snow preparation, removal, and clean-up	County wide
Potholes	Stonewall Road
Brush removal	Daniels Run Road
Shoulder work	Sowers Road, Route 8

Mr. Clarke – Looking ahead over the next month, assuming there is good weather, we will be doing regular maintenance; patching potholes and removing brush until we can get some hot asphalt. And we'll be taking care of the gravel roads. Can we do the Six Year Plan public hearing at the evening meeting in April?

Ms. Ryan – What time?

Mr. Clarke – Can we do the public hearing at 7:00 p.m.?

Ms. Ryan – We will say 7:00 p.m. or soon thereafter.

Mr. Clarke – There isn't a lot going on right now. We will be working on getting a through truck restriction for Fairview Church Road. It will either be not recommended or restricted. That's all I have.

Chairman Turman introduced the new County Administrator, Dr. Linda Millsaps, to Mr. David Clarke.

Supervisor Boothe – I'd like to thank everyone for their work during the weather events. Have you figured anything out about the tire and the gravel problem?

Mr. Clarke – The gravel has been tested and it passes all the requirements. It was tested for gradation, angularity, and it passes all the requirements.

Supervisor Boothe – It didn't just affect vehicles with older tires, it also affected newer tires purchased within the last couple of months. One person had two tires on their vehicle go flat at different times.

Mr. Clarke – We will keep an eye on it. Please let me know if it continues. Maybe we didn't get a good sample.

Supervisor Boothe – Were you able to look at the history on Woods Gap Road?

Mr. Clarke – I haven't found anything yet. There may be something in the Hillsville office. I will see what I can find before the hearing.

Supervisor Yoder – Thank you for your work during the snow events. I've had a few people mention the condition of the gravel roads. I think it's going to happen with freezing, thawing, and scraping. I wanted to ask you about the proposed work on Ponderosa Road SE. Would it be possible to go across the Parkway and do the section there?

Mr. Clarke – We can do any section where we can get a right of way.

Supervisor Yoder – People understood you probably won't get the loop that's there. But if we could do even 200 feet that would give them better traction and the snow may melt better. It's rough right now with substantial potholes.

Mr. Clarke – Any place on that route that doesn't require right of way we can get.

Supervisor Yoder – The part between Stuart Road and the Parkway is a low area that stays damp. It would be help get some traction in the area.

Supervisor Kuchenbuch – I want to thank all the crews who worked twelve hour shifts during the snow events. I have received more calls regarding Thunderstruck Road, people are requesting gravel. Did you take Route 615 home last time you were here?

Mr. Clarke – I did.

Supervisor Kuchenbuch – Did you see the tree I mentioned at the last meeting?

Mr. Clarke – I think I did, is it right at Dove Lane?

Supervisor Kuchenbuch – Yes, just past there.

Mr. Clarke – The tree fell over from the roots.

Supervisor Kuchenbuch – Correct. It is a big tree. I'm not sure what the solution is, but I think it's important to take care of it. Also, I know this is in Montgomery County, there is a big pothole on Christiansburg Pike. There are a lot of people who travel this road, it must be patched. It's getting deeper and deeper. It may end up being a sink hole if we're not careful.

Supervisor Turman – I've had three family members that have had flat tires. One of the tires had less than three thousand miles on it.

Mr. Clarke – Apparently, it's the western and eastern ends of the County.

Supervisor Turman – I can sum my district up in one word: gravel. I've told them it's a bad time to put it down. Thank you for all the work you've done.

Mr. Clarke – Thank you all very much. I'll see you next time.

Agenda Item 6.b. – Constitutional Officers

Sheriff Craig – Speaking of VDOT, everyone knows fire and rescue work on these snow days and holidays. But people forget about VDOT. Those folks don't get to be with their families on the holidays. Same with Appalachian Power (AEP). In law enforcement, we see these people out. I can tell you from my twenty some years here, they are out there working hard. We still have a deputy position open. We probably won't fill that position until closer to June, with the academy starting later. We made an offer on the open dispatch position, hopefully it will be accepted. Tanner Dean is still in the academy. Things seem to be going well. We've been dealing with weather issues, looks like we have some rain and ice coming up in the next couple of days. Mr. Sowers has been working with me on a grant. If we receive it, it will be something we bring to the Board.

Ms. Ryan – Sheriff Craig, I don't remember there being a vacant position when I was entering the salaried positions for your budget request.

Sheriff Craig – On the spreadsheet I submitted there is a vacant slot.

Ms. Ryan – For both the dispatch position and the deputy position?

Sheriff Craig – I know there is one for the deputy position. There isn't one for dispatch because currently we have an employee who is working who wants to leave. They want to move to a part time status and not keep a full time status. That's why it's not showing on the budget request. That's all I have. Do you all have anything for me today?

Supervisor Yoder – I appreciate how you really put a focus on community interaction. I keep seeing officers out in the community and involved. You don't approach your job just as law enforcement, you approach it as a community service.

Sheriff Craig – As Sheriff, I think it is important to go around and talk to people and meet people in the stores and shops. Normally during the work week there are a couple of days after lunch that I would go out in the community and visit the shops. The pandemic has caused me to stop this practice. We still try and get out as much as we can without putting people at risk. Later this week I receive my second vaccination.

Supervisor Turman – The sunshine calls are appreciated, especially during this time of isolation.

Sheriff Craig – We work with those folks to see if they want to get vaccinated and things like that. Ms. Ryan had suggested this. I know there are some other upcoming things that hopefully we can help you all out with.

Agenda Item 6.e. – Dr. John Wheeler, Superintendent, Floyd County Public Schools.

Dr. Wheeler – I don't have any major updates. We are going back to instruction four days a week. Our Health District has been instrumental in this progress. Pulaski County is next, then Giles County, Radford is attending full time, and Montgomery County is still deciding. We were very fortunate to get in on August 11th. The loss of learning in the state is unbelievable. I was on a State Superintendent call today, many school divisions are just beginning to do the things we were working on in July. There are still a lot of areas in the state that aren't offering any in-person classes. We are fortunate. We will continue with the mitigation and get these kids back to a normal schedule. We are about to head in to the last nine weeks.

Supervisor Boothe – That makes sense, talking about summer school continuing. I didn't realize there were that many areas behind.

Dr. Wheeler – Summer school is a venture we always look at to continue the experience. We modified it last year. It is not a pandemic discussion, it's what we want to be able to offer as much as we can. We are looking to do more with the mental and social health of the kids, we are in the planning stages. As far as the coronavirus, there will be more cases. We are fortunate in the New River Valley that there hasn't been school spread. We've had employees interested in getting vaccinated that hadn't signed up for the shot previously. The district has opened another window for us. The majority will get their second vaccination on February 17th and 18th. We are on track to finish the year right before Memorial Day. We are in as good of a place that we could be in right now from that standpoint. Everything is moving fairly well with the construction. The air conditioning should be finished by mid-April. We usually don't turn the coal burners off until mid-April. Mr. Cox is handling the construction business well.

Supervisor Boothe – Is the rest of the new construction project moving along?

Dr. Wheeler – It's going well. There are two phases, whatever area is available to work on, they do it. Due to the different phases of this project, the construction company three different areas they can work on. We are still on track for fall of 2023. Moving in and out won't be a problem because the first phase will be completed. We are within budget; we haven't hit the contingency fund on the interior standpoint. We've met with the teachers and the designers a couple of weeks ago. We'll get that populated first and then we'll work on the existing Career and Technical Education (CTE) building. Thank you. If anything comes up we will let you know.

Agenda 8. Old/New /Business.

Mr. Sowers – I'd like to address the board regarding the COVID vaccination sites. Ms. Ryan and Ms. Turman have been working hard. We've had some snags concerning availability of the vaccines. We are doing everything we can. The good news is numbers are declining. The staff is doing everything they can do get the appointments set up, unfortunately there aren't any vaccines available. We have all been contacted by citizens, I urge everyone to continue to be patient. Are there any questions or things that need to be addressed?

Ms. Ryan – I'd just like to add every time we're told what we need to have for a vaccine center, Mr. Sowers and I jump right on it to get it together so when they tell us they are ready to go we can roll it out. I had emailed you all about possibly hiring some of the election curbside people, and a couple of you have volunteered to help. I think it would be helpful to go ahead and have some of them hired as well so that any given day if the health center wants to come over, we have a pool of people to call. We could maybe start off with having four people on site, see how that goes, and then scale according to the need. I think it is great if you are there, but I'd like to have people on call as well. Ms. Ingram has supplied me with the list of the employees and offered us the tent and the propane tank if needed. And the folks on her list know how to efficiently set up the tent. Not only would we get they workers, they would already be trained on how to use the equipment.

Supervisor Kuchenbuch – Is there any idea when this would happen?

Ms. Ryan – The problem is there aren't any vaccines available.

Mr. Sowers – There are enough to support the center in Christiansburg, but that's it.

Supervisor Kuchenbuch – Some of the local pharmacies in the region have received vaccines.

Ms. Ryan – In the region, yes. The Pharm House has now been approved to have the vaccine. They have ordered some and think they can accommodate 75 vaccines a day on site. She does not know when she might get them, there is currently a waiting list.

Supervisor Kuchenbuch – The Event Center at Floyd EcoVillage has already done one.

Ms. Ryan – They did one for Wall Residences staff and residents only.

Supervisor Kuchenbuch – I understand that went very well.

Mr. Sowers – Yes, volunteer rescue helped with that as well.

Supervisor Yoder – I read on social media that the County was taking lists of people who want to be vaccinated. That is not true. You still must go through the Road to Wellness on the Health Department's website. The County has nothing to do with that.

Mr. Sowers – Yes, they verify the 1A's and the 1B's.

Supervisor Yoder – The County is not signing people up, as far as the general public is concerned. If someone in my district wanted to sign up, they'd have to go through the Health Department's website.

Ms. Ryan – And if they don't have internet access, they can call the library and their staff will enter the data for them.

Supervisor Yoder – I think there was a misunderstanding. I want people to understand that we're not keeping a special list.

Supervisor Kuchenbuch – Everyone who has received a vaccine has gone through the health department.

Mr. Sowers – Most of the staff here has not received the vaccine, myself included. We're all in this together.

Ms. Ryan – While we are on the subject, unfortunately we have run into some problems with the self-test site centers. I was asked last time if we really needed it, and if there was a problem with getting tested. At a manager's meeting I learned "no", there is not a problem with people getting tested, it's that the counties are trying to relieve the burden of testing from the health districts, allowing the health districts to concentrate on vaccines only. That's why the self-test centers have started popping up in discussions. The problem is New River Community Action thought they had identified a way to help us. They are not going to be able to after all. Before I proceed any further, I would like to get your opinion. I'd like to contact the ten largest employers in Floyd County and see how much use they think there is for a self-test site. I would hate for us to put all this work into this and not have it be something that was used.

Mr. Sowers - For these testing sites, we would keep the samples cool and transport them to Blacksburg.

Supervisor Kuchenbuch – For the most part, I'm hearing that people are traveling to Roanoke or Christiansburg to get tested.

Ms. Ryan – What do you think about contacting the employers to try and get a sense of how much need there is for one. And if there seems to be a need, let's proceed. If there's not, it's taking up a lot of time.

Supervisor Kuchenbuch – I've heard that everyone that has wanted to get tested has been able to.

Supervisor Yoder – I think it's a great idea to see what people are needing.

Supervisor Boothe – Maybe check with the school system? That's a large employer as well.

Mr. Sowers – I don't have anything else. Thank you.

-Closed Session § 2.2-3711 A.3., § 2.2-3711 A.5, and §2.2-3711 A.7, Disposal of real property, business expansion unannounced, and litigation of possible opioid settlement.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and carried, it was resolved to go into closed session under § 2.2-3711 A.3., Disposal of real property, § 2.2-3711 A.5., business expansion unannounced, and §2.2-3711 A.7., litigation of possible opioid settlement.

Supervisor Coleman – absent
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman – yes

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and carried, it was resolved to come out of closed session.

Supervisor Coleman – absent
Supervisor Yoder – yes
Supervisor Kuchenbuch – yes
Supervisor Boothe -yes
Supervisor Turman – yes

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and carried it was resolved to adopt the following certification resolution:

CERTIFICATION RESOLUTION CLOSED MEETING

WHEREAS, this Board convened in a closed meeting on this date pursuant to an affirmative recorded vote on the motion to close the meeting to discuss § 2.2-3711 A.3., Disposal of real property, § 2.2-3711 A.5., business expansion unannounced, and §2.2-3711 A.7., litigation of possible opioid settlement, of the Virginia Freedom of Information Act;

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Board that such closed meeting was conducted to the conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby certifies that, to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were heard, discussed or considered in the closed meeting to which this certification applies; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting to which this certification applies.

Supervisor Coleman – absent
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman – yes

This certification motion was adopted.

Agenda Item 7.h. – Petition to abandon part of Rose Hill Road.

Ms. Ryan – We received a petition to abandon a section of Rose Hill Road. It is signed by all the people who live on that section of the road. Would you like me to move forward with the process it takes to do this? I contacted Ms. Morris because she has always handled these, and she

is willing to walk me through the process. I know it must be posted for thirty days, certified letters must be sent to people within a certain radius, and there needs to be a Public Hearing. Are you interested in this being pursued?

Supervisor Boothe – I think so. I have been contacted by some of the property owners. I think we should at least move forward with the process. Do we need a motion?

Ms. Ryan – All I need at this point is consensus.

Supervisor Kuchenbuch – So we have a discontinued portion that they now want to be abandoned.

Ms. Ryan – There are multiple parties to it. They have agreed to give each other easement access. It looks like they have drafted something, they haven't signed it yet.

Supervisor Boothe – We can move forward in the process, but prior to official abandonment, we need the documentation.

Supervisor Yoder – We also need to make sure no one is landlocked. It looks like some of the properties are already landlocked. We need to make sure that every property has access to that road either through a right of way or road frontage and is not landlocked.

Supervisor Boothe – Mr. Bolt will designate the start and stop points for the sign placement to ensure they are in the right spots.

Agenda Item 7.i. – Set dates for FY22 budget work sessions.

Ms. Ryan – I have the first draft of the budget ready. I have not had the chance to go back and check formulas and validate some of my assumptions on costs. I could have the budget completed and to you by some time next week. We need to set dates for the budget meetings. We also talked about having you meet as the Emergency Medical Services (EMS) Board and having Mr. Belcher bring you up to date. We could plan on 6:30 p.m. at the February 23rd meeting, that would give Mr. Belcher a set time. He needs to bring you up to date on some things. I spoke to Mr. Belcher and he is agreeable to meeting quarterly.

Supervisor Yoder – Our new County Administrator needs to be involved in the budget process.

Ms. Ryan – I've prepared one for Dr. Millsaps as well. We will set the dates for the March meetings on February 23rd.

Agenda Item 8. – Old/New Business.

Supervisor Turman – We had discussed sending flowers to Supervisor Coleman's family. The service is in Dublin. Please send an arrangement on behalf of the Board and we will reimburse you.

Agenda Item 10. – Adjournment.

On a motion of Supervisor Yoder, seconded by Supervisor Boothe, and carried, it was resolved to adjourn the meeting to February 23, 2021 at 6:30 p.m.

Cynthia Ryan, Acting County Administrator

Joe D. Turman, Chairman, Board of Supervisors

**BOARD OF SUPERVISORS
REGULAR MEETING
FEBRUARY 23, 2021**

At a regular meeting of the Board of Supervisors of Floyd County, Virginia, held on Tuesday, February 23, 2021 at 6:30 p.m. in the Board Room of the County Administration Building thereof;

PRESENT: Joe D. Turman, Chairman; Jerry W. Boothe, Vice Chairman; W. Justin Coleman, Linda DeVito Kuchenbuch, and Lauren D. Yoder, Board Members; Cynthia Ryan, Acting County Administrator; Angie Ellis, Accounting Clerk; and Tabitha Hodge, Operations Manager livestream and film the meeting.

Agenda Item 1. – Work Session to set dates for the FY22 budget work sessions.

The Board held discussion regarding the format, dates, and times for budget work sessions for Fiscal Year 2022. Meetings will be held at the County Administration Building. Dates and times were set as follows:

- March 3, 2021, 8:30 a.m.
- March 9, 2021, following the regularly scheduled Board meeting.
- March 23, 2021, 4:00 p.m.
- March 24, 2021, 8:30 a.m.
- March 31, 2021, 8:30 a.m.

Agenda Item 2. - Meeting called to order.

Chairman Turman called the meeting to order at 7:00 p.m.

Agenda Item 3. – Opening Prayer.

The Opening Prayer was led by Supervisor Coleman.

Agenda Item 4. – Pledge of Allegiance.

Supervisor Boothe led in the Pledge of Allegiance.

Agenda Item 5. – Approval of the monthly disbursements.

Questions and discussion followed.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Coleman, and carried, it was resolved to approve the monthly disbursements and additional bills as presented.

- Supervisor Coleman - yes
- Supervisor Yoder - yes
- Supervisor Kuchenbuch - yes
- Supervisor Boothe - no

Supervisor Turman – yes

Agenda Item 6.a. - Public Comment Period.

Chairman Turman read the handicap statement and opened the public comment period.

Mr. Bob Smith, Indian Valley District – I just had a question on the recent removal of the dumpsters. I had a situation where I had a little trailer that I hook up to my mower and run it down the hill and dump it. And I have a little car I used to take it once a week over to the rescue squad. Now I have to drive all the way to Willis. Just wanted to let you know that people aren't really happy with it, but we're that we can get the situation resolved. I just wanted to say that. But thank you all for all of your work. Thank you.

Ms. Kellean Gale, Indian Valley District – I have a question about something I read from the last meeting. It was about the Park, and the deed to the Park, and how that is not resolved. And yet the Board is looking to spend money on something they technically don't own, as I understand it. I would like some explanation on how that's happening. Because if you don't have the deed, you don't own the property. Our taxes should not be spent on property we don't own. Thank you.

Ms. Ryan – We normally don't respond to public comment, but I wanted to tell you the very happy news that the Recreation Park deed was recorded today.

Hearing no further comments, Chairman Turman declared the Public Comment Period closed.

Agenda Item 7. – Mr. David Rose, Davenport & Company LLC.

Mr. Rose discussed the debt and planning update for Floyd County.

1. Background – 2020 Plan of Finance Results.
 - a. 2020 Refinancing Opportunity – In July, the County refinanced \$8.1 million of existing debt through a direct bank loan from Truist Bank.
 - Achieved \$664,000 of savings over the life of the loan, including approximately \$197,000 of savings in FY 2021.
 - Released the lien on the Branwick Center, which had served as collateral for the refinanced 2016 Bond.
 - b. 2020 School Completion Financing – In November, the County completed a financing through the Virginia Public School Authority's (VPSA) Fall 2020 Pool.
 - Paid off and permanently financed the 2019 Interim Financing the County borrowed in December 2019 for the initial portion of the High School Project funding.
 - Locked in the rest of the financing needed for the \$14.5 million High School Project (i.e., the Completion Financing).
 - c. The County locked in a 20-year, all-in interest rate of 2.01% for the School Completion Financing.

- Davenport’s planning work initially estimated a 20-year interest rate of 3.25% for the School Completion Financing.
 - The County’s debt service will be lower than planning estimates by more than \$3 million over the life of the financing.
- d. As a result of the successful School Completion Financing, the incremental cost of the High School Projects is equivalent to approximately 1 penny on the County’s Real Estate Tax Rate.
 - e. Interest rates trends – Long term interest rates for Tax-Exempt and Taxable entities have continued to decline and remain at historical lows.
2. Capital Reserve Fund Recommendations.
 - a. Davenport’s ongoing multi-year capital planning work with the County has assumed that the County will establish, and strategically utilize a Capital Reserve Fund.
 - b. The County would strategically draw from the Capital Reserve Fund to pay for capital expenditures (i.e., debt service) during years in which expenditures exceed revenues.
 - c. Additionally, the Plan of Finance assumes that the County will deposit the \$197,000 of FY 2021 Refinancing savings into the Capital Reserve Fund.
 - d. To keep the multi-year Plan of Finance working as intended, Davenport recommends the following:
 - The Board of Supervisors authorize the creation of a Capital Reserve Fund.
 - Deposit \$197,000 of FY 2021 savings achieved by the 2020 Refinancing into the Capital Reserve Fund.
 3. Key Considerations.
 - a. The County needs to obtain funding for approximately \$8 million of new money capital needs over the next several months.
 - b. The County does not have a formal credit rating, but it is viewed as a solid credit for a local government, in large part due to the County’s historical maintenance of solid Unassigned Fund Balance Levels.
 - The County’s Unassigned Fund Balance as of 6/30/2020 (\$7.1 million) is equivalent to approximately 31% of the County’s FY 2020 General Fund Revenues (\$22.8 million).
 - c. A strong Unassigned Fund Balance is one of the most important financial metrics from the perspective of potential lenders and the National Credit Rating Agencies.
 - d. Long-term interest rates remain at historically low levels.
 - e. Given the County’s strong creditworthiness and the current historically low interest rate environment, the County may have a favorable opportunity to lock in permanent financing for some or all of the \$8 million of capital needs.
 - f. Davenport and County staff are recommending that the County establish a Capital Reserve Fund and deposit \$197,000 of 2020 Refinancing savings into the Capital Reserve Fund.
 - g. Additionally, the County has identified the Meals Tax as a potential source of funding for capital expenditures.
 - h. The County could implement Davenport’s recommendations with respect to the following to coincide with the FY 2022 Budget cycle and project timing:
 - Establishment of a Capital Reserve Fund and initial deposit of \$197,000 of refinancing savings.

- Obtaining Permanent Financing for up to \$8 million of capital projects.
 - Possible utilization of Meals Tax funds for capital funding.
- i. Meals Tax Funds.
- The County established a 4% Meals Tax effective at the beginning of Fiscal Year 2019.
 - Since FY 2019, the County has accumulated all revenues generated by the Meals Tax in a Meals Tax Fund. As of 12/31/2020 the Meals Tax Fund had accumulated a balance of approximately \$460,000.
 - For planning purposes, Davenport assumes that the Meals Tax will generate \$175,000 of revenues per year.
 - The County would like to use Meals Tax funds to provide funding for capital projects. More specifically, Davenport recognizes that the County would like to be able to tie expenditures of Meals Tax funds directly to specific projects.
 - Davenport prepared a capital funding scenario (Scenario 2) in which:
 - The County uses a portion of its Meal Tax Fund Balance to cash-fund the \$350,000 New Recreation Building/Office Remodeling project.
 - The County dedicates \$175,000 of annual Meal Tax revenues, beginning in FY 2022, to pay County debt service on capital projects.
 - Note: Estimated debt service on the \$1.82 million Shell Building Project is approximately \$161,000 per year for 15 years – roughly equivalent to estimated annual Meals Tax Revenues.
4. Real Estate Tax Rate.
- a. Real Estate Taxes are the main source of revenue for most local governments across the Commonwealth of Virginia.
 - b. The Board of Supervisors increased the County’s Real Estate Tax Rate from 55 cents per \$100 of Asset Value (AV) in FY 2018 to 60 cents per \$100 of AV in FY 2019.
 - c. Peer Comparative – The County’s current Real Estate Tax Rate plus the 1 incremental penny equivalent required to fund the school capital plan ($60¢ + 1¢ = 61¢$) is just below the Peer Group Median (\$0.615).
5. Capital Funding Analysis.
- a. The County has identified approximately \$10.9 million in new money projects that will need to be addressed over the next several months.
 - b. The County expects to receive approximately \$2.9 million of grant funding and will be responsible for the remaining \$8 million of funding.
 - c. In 2019, the County established a Line of Credit for up to \$3.5 million to provide funding for the Shell Building Project.
 - The interest rate on the 2019 Line of Credit is 3.25%.
 - The County can draw proceeds of the 2019 Line of Credit on an as-needed basis and pay interest on only the proceeds that have been drawn down.
 - The County established a flexible, low-cost interim financing vehicle because the final cost of the Shell Building Project was not yet known and it was not yet known whether or not the County would receive grant funding.
 - d. The cost of the Shell Building will be approximately \$4.6 million.
 - The County expects to receive approximately \$2.8 million in grant funding.
 - The County will be responsible for obtaining the remaining \$1.8 million in funding.

- e. Davenport analyzed capital funding scenarios in which the County funds \$8 million of capital funding requirements – including permanent financing for its \$1.8 million contribution to the Shell Building Project – during Spring of 2021.
 - Scenario 1 – Does not use Meals Tax Fund balance to cash fund capital or use revenues to pay debt service. Incremental Cost of the FY 2021 Financing is equivalent to 4.5 pennies (5.5 Pennies in Total).
 - Scenario 2 – Does use Meals Tax Fund to cash fund \$350,000 for new Recreation building and uses \$175,000 of recurring revenue to pay annual debt service. Incremental Cost of the FY 2021 Financing is equivalent to 2.0 pennies (3.0 Pennies in Total).
- f. Capital Funding Assumptions.
 - a. Debt Service Budget.
 - This analysis assumes the County begins with an annual, recurring budget of \$1,967,718 for Existing Debt Service.
 - Based on Adopted FY2021 Budget. Consists of \$1,007,867 from County revenues and \$889,311 from Schools.
 - In addition to the revenues specified above for Existing Debt Service, this analysis assumes the County’s budget includes \$125,000 for New Debt Service.
 - Based on the Adopted FY 2021 Budget. Consists of \$125,000 budget for debt service on new vehicle leases.
 - Scenario 2 assumes the County dedicates \$175,000 of Meals Tax Revenues to the payment of debt service.
 - This analysis does not factor in payments on the 2019 Line of Credit.
 - Capital Reserve Fund analysis assumes the County deposits \$197,000 of savings into a Capital Reserve Fund and strategically utilizes the Capital Reserve Fund to pay for debt service during years in which payments exceed revenues.
 - Penny Value additional revenues needed to pay for debt service are measured in terms of Real Estate Tax Equivalent units. Assumes the value of 1 penny on the Real Estate Tax Rate = \$189,000.
- 6. Next Steps.
 - a. February/March/April
 - Implement Plan of Finance for the 2021 Financing.
 - Implement Capital Reserve Fund recommendations.
 - Implement Meals Tax Fund strategies.
 - b. May/June
 - Close on 2021 Financing. Capital project funds in hand.
 - c. June/July
 - County adopts FY 2022 Budget

Supervisor Boothe - Regardless of how we move forward, are you recommending that we go ahead and set up the Capital Reserve Fund?

Mr. Rose – Yes, sir. And to dedicate the Meals Tax to help going forward to help defray that service, whether it’s \$8 million that you borrow, or \$7.5, or whatever it is.

Supervisor Yoder – I have two different things. The first is I am a little concerned about a 15 year finance on a radio system. I think we went too long on the last system and I don't want to put ourselves in a position where we are paying for something fourteen years from now when there is new technology.

Mr. Rose – Let me add to that. While your debt service is going to be basically level for the foreseeable future, I think it is fair to say that if we look out to years 13, 14, 15, you will have the opportunity several years out to start putting some funds away so that it could be paid off quicker than 15 years.

Supervisor Yoder – I don't want us to be in a position where we have to make it last for another five years because we're making payments on it. As far as dedicating meals tax, I think this is a good place to put it. If we picked individual items to dedicate to it, I would lean towards public safety and the trash truck.

Mr. Rose – Think of it this way, it's very fungible. It's basically the equivalent of \$175,000, with the assumption that it never grows. Just like the \$350,000, it is going to reducing the amount of debt we borrow. The \$175,000 that's continuous is going towards helping defer the equivalent penny increase.

Supervisor Kuchenbuch – Let's circle back to the Capital Reserve Fund. You're saying to take the \$197,000 which on your estimate is about the value of one penny of the real estate tax that would be needed, and the reason why you want to do that for us as a County is so that if there are times when our expenditures exceed our revenues, we have the funds we need.

Mr. Rose – Right now we know where the cash flows will work. The expenditures will exceed the revenues in the next couple of years. We want to use that \$197,000 to help defray the need to do more than the two pennies we talked about.

Supervisor Kuchenbuch – The expenditures will exceed the revenues because of what?

Mr. Rose – Because the debt service is going up because you are borrowing \$8 million.

Supervisor Kuchenbuch – Or is it on top of the \$14.5 million that we've already borrowed?

Mr. Rose – That's right, it's on top of that. That's exactly right.

Supervisor Coleman – We just need one penny to finish?

Mr. Rose – To pay the debt service.

Supervisor Boothe – It's one penny on the school project, and then two cents on the other.

Mr. Rose – As opposed to what we thought a year ago at this time, when we told you we would need two pennies for the school project. Instead, we ended up needing one penny.

Ms. Ryan – The \$197,000 came from the refinancing, it freed up the \$197,000, we already have that.

Mr. Rose – Yes, that’s right, it’s already there.

Supervisor Kuchenbuch – The \$197,000, if they had done this years ago, we would not have gotten into a problem back then. This is to protect us, isn’t it?

Ms. Ryan - No, it’s because we refinanced at a time when interest rates went down. That freed up some money. He’s saying now that we have this money freed up, let’s not just spend it on something else. Let’s put it in a place where we know where it is.

Mr. Rose - The other point is the unassigned fund balance at 31% is ample. In the world of best practices 31% is considered very strong. You all did a very good job of keeping expenditures under control and managing. Part of the reason you achieved such good interest rates and were able to refinance was because there were banks that wanted to lend to you at very attractive rates. Every local government is treated differently. By keeping the fund balance up, like you’re doing, it will be favorably viewed by the banks and the rating agencies.

Supervisor Boothe - You were talking about the refinancing. Way back we looked at it a little bit when we were at our worst. There wasn’t enough interest rate change to make it worthwhile. There was almost no savings. Unfortunately, it wasn’t an option for us at the time.

Mr. Rose - When I came to you about refinancing, all the results were better than the estimates we had going in. It’s a little bit of luck, and a bit of creating your own luck. With interest rates starting to rise, I’m hoping you will decide to move forward. Of course, this will be your call.

Supervisor Boothe - The budget you sent out to us is about \$740,000 and change short. On the expenditure side that includes the debt service estimate for this?

Ms. Ryan - I included an estimate for \$350,000 for the payment for the \$8 million.

Supervisor Boothe - You did not show any additional change on the revenue side?

Ms. Ryan - No, this is just the debt service payment. And I was just taking a guess at the \$350,000 on \$8 million.

Mr. Rose - It will be a little less. If you will go to page thirty. This is your existing debt. If you think about fifteen years from 2022, notice where the debt service is in 2037. That payment is a \$1.1 million, whereas in 2021 it is almost \$1.5 million. That goes to the point, Mr. Yoder, that yes, we’re going to be layering in some other debts but we’re still going to have some natural drop down within fifteen years. The sobering part of that is there will be other needs. The takeaway here is important, if you look at 2021 the debt service is 53.7%. What does

that mean? That means that in ten years almost 54% of all your principal is paid off. That is a good situation.

Supervisor Yoder - Looking at the overall scale of the economy, and the amount of money that's coming in, I've heard experts say there is a possibility of inflation. I'm interested in your thoughts. If there is a possibility of inflation in the next few years, and higher interest rates, now is the time to pull the trigger and do it.

Mr. Rose - I'm not an economist, half say one thing and half say another. When it's over they can always agree on the outcome. Here's my recommendation, if you have a need, do something. You set yourself up though, if there is a possibility of refinancing, to refinance. Interest rates may come down or there may be struggles to make the payments; hopefully that's not the case. I don't think anyone really knows what interest rates are going to do. Right now they are very favorable.

Supervisor Boothe - Another thing that will play into this, what is wanted for collateral?

Mr. Rose - We will certainly ask for a structure without collateral. It will most likely be the radio system.

Ms. Ryan - I have a question regarding the capital reserve when we fund it for the \$197,000. On page 32 you have your existing debt and the use of the capital reserve. You show using \$50,000 of it for FY 2022. Then on page 37, under Scenario I, using \$55,000. Would it be \$50,000 plus the \$55,000?

Mr. Rose - This is two different things, Ms. Ryan. This is the capital reserve on page 32 before you do anything new. Scenario 1 is when we use it for the Scenario. The amount is not on top of the original. It's two different scenarios. The first one is more theoretical. Look at the Scenarios separately, independently. Here's the proof, look at the ending capital reserve balance. It goes from \$197,000 to \$147,000, that's roughly \$50,000. On page 37 it goes from \$197,000 to basically \$192,000. You are only losing five.

Ms. Ryan – On page 42 under Scenario II, we'd be using \$12,000.

Mr. Rose – This is because if we use the capital reserve here, remember we're adding some pennies in. We're getting the benefit of some of those dollars coming in. That's why, looking at page 42, in the far right hand column versus page 37 look at any of the years and you'll notice that the cash flows are a little bit different because it's with certain dollars paying for certain things. In Scenario I, which we're not recommending, the ending dollars is \$18 million. This is because we don't always need the equivalent of four and a half extra pennies. That's as if you never dropped it down. What would happen in either of these scenarios is they both have extra dollars by the end. Those dollars would get sucked up on new capital projects that we don't even know about yet.

Ms. Ryan – Whatever we end up doing we need to keep this in mind, in that we will be drawing out of the capital reserve fund in FY 2022. Depending on which scenario we pick it will be one of these amounts.

Mr. Rose – Yes, think of that capital reserve as not going into an unassigned fund balance. It's going to be a separate fund. These things will also matter and impact what the capital reserve looks like from year to year: the exact timing when we borrow it, the exact interest rates that we have, and the exact final amount that we all agree on. We never assume you are earning interest on the capital reserve. Interest is not very high, but you are going to earn something, you should earn something. We don't assume this either, but it should be a positive over time.

Supervisor Yoder – In the current budget do we have some money going in for the interim debt for the Shell Building?

Mr. Rose – Yes, that's already factored in. The \$125,000 that you did was covering some of the payments for the ambulance and some other things.

Ms. Ryan – I think Supervisor Yoder is talking about the 2022 budget they just received.

Supervisor Yoder – I am talking about fiscal year 2021.

Mr. Rose – We were very careful back in December when we were working with you, it's not like we hadn't factored that in. There won't be a surprise. We estimated how much is being drawn down on the line of credit to help take care of the Shell Building until the grant monies come in.

Supervisor Kuchenbuch – I know this is all a matter of debt service on what we will be borrowing for now. It might have been instructive to hash mark the debt service that we incurred just this year.

Supervisor Yoder – There probably isn't a lot more debt that we can take on in the next few years. I think it's important to understand that for the next few years we aren't going to be able to take on more projects.

Mr. Rose – When we were doing the school project, we knew that the radio project and the Shell Building would be coming. The equipment, I'll call it, is an ongoing, constant need. These projects should basically hold you for a number of years, short of the federal or state government putting a mandate on something that we don't know about.

Supervisor Boothe - Or a catastrophe.

Mr. Rose – Yes. The unassigned fund balance is solid. You don't want to use it, but it's there if you need to.

Supervisor Yoder - The other issue you start getting to where things are a little unbalanced, carrying too much debt to the size of the budget.

Ms. Ryan – On page 16, the real estate tax rate, where we are comparing our rate to our peers. The current rate is 60¢, plus one for 61¢. Then on page 20, with Scenario II, it has two pennies, three pennies in total. I thought the one penny was already built into the 60¢.

Mr. Rose – No.

Ms. Ryan – I thought with the reassessment it was the equivalent of an increase, but it stayed the same rate.

Mr. Rose – Yes and no, meaning the equivalent got you to 60¢, but that was a separate part from the fact that you were still going to need an additional two pennies for the school. There was talk about going to 60¢ from 57¢, that was a discussion that was separate.

Supervisor Kuchenbuch – I want to go on record to make everybody understand that with the reassessment our tax rate went from 57¢ to 60¢. And now we're looking at 61¢, 62¢, possibly 63¢, bottom line. Not equivalencies, not anything else.

Mr. Rose – Yes.

Supervisor Yoder – I'm a strong advocate for not raising taxes. From my experience with fire and rescue, and I'm sure the Sheriff's office is in the same boat, I think we've got to have a radio system. We can't keep updating the existing system. I've been a huge supporter of the Shell Building for years and years. It's something this County desperately needs to get more jobs, and it's the only way we can grow our economy and be able to support our school system 20 years from now. We must grow our economy to meet the needs of our County. At some point we need other revenue sources, other than taxing landowners. It is amazing how the volume of calls has grown for rescue. Transport times are the same. With increasing calls, the equipment will wear out quicker. We are putting a lot of miles on the ambulances. Solid waste numbers keep going up. Regarding the fire truck, I think this fire truck is the wave of the future. More and more people are building back off the road in places that are difficult to access. I like the versatility of this truck. I think it will be extremely useful. I think all the items are very needed, if we had to do 3¢ to do it, I'd be in support of that.

Supervisor Boothe – I agree. I don't like it, but I agree. We're at a point where these items are needed.

Supervisor Yoder – You can point to how it will make citizens lives better. The money is being spent on things that will be impactful.

Supervisor Kuchenbuch – The radio system is needed. It's the idea of saving someone's life. Not just the first responder, but the person who is in need. I did not support spending \$14.5 million on the school project. I think we could have gotten more for less. There would have been more money for what we need here. My concern is Emergency Medical Services (EMS), our county is only aging and the need for EMS will grow.

Supervisor Boothe – I will give credit to the volunteer rescue squad. The numbers have grown, and they have picked up the pace.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to create a capital reserve fund and to transfer \$197,000 into that fund from the general fund.

- Supervisor Coleman – yes
- Supervisor Kuchenbuch – yes
- Supervisor Yoder – yes
- Supervisor Boothe – yes
- Supervisor Turman – yes

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and unanimously carried, it was resolved to authorize Davenport to move forward in seeking Requests for Proposals on Scenario 2.

- Supervisor Yoder – yes
- Supervisor Coleman – yes
- Supervisor Kuchenbuch – yes
- Supervisor Boothe – yes
- Supervisor Turman - yes

Agenda Item 8. – Closed Session § 2.2-3711 A.1., § 2.2-3711 A.3., and § 2.2-3711 A.5, Personnel for salary adjustment, Acquisition or disposition of public property for manufacturing and support services, and Prospective Business – discussion of prospective business location/expansion.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to go into closed session under § 2.2-3711 A.1., Personnel for salary adjustment, § 2.2-3711 A.3., Acquisition or disposition of public property for manufacturing and support services, and § 2.2-3711 A.5., Prospective Business – discussion of prospective business location/expansion.

- Supervisor Coleman – yes
- Supervisor Kuchenbuch – yes
- Supervisor Yoder – yes
- Supervisor Boothe – yes
- Supervisor Turman – yes

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and unanimously carried, it was resolved to come out of closed session.

- Supervisor Coleman – yes
- Supervisor Yoder – yes
- Supervisor Kuchenbuch – yes
- Supervisor Boothe -yes
- Supervisor Turman – yes

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and unanimously carried it was resolved to adopt the following certification resolution:

CERTIFICATION RESOLUTION

CLOSED MEETING

WHEREAS, this Board convened in a closed meeting on this date pursuant to an affirmative recorded vote on the motion to close the meeting to discuss § 2.2-3711 A.1., § 2.2-3711 A.3., and § 2.2-3711 A.5, Personnel for salary adjustment, Acquisition or disposition of public property for manufacturing and support services, and Prospective Business – discussion of prospective business location/expansion, of the Virginia Freedom of Information Act;

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Board that such closed meeting was conducted to the conformity with Virginia law;

NOW, THEREFORE, BE IT RESOVLED, that the Board hereby certifies that, to the best of each member's knowledge (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were heard, discussed or considered in the closed meeting to which this certification applies; and (2) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting to which this certification applies.

Supervisor Coleman – yes
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman – yes

This certification resolution was adopted.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and unanimously carried, it was resolved to approve a revenue budget supplement and an expenditure supplement in the amount of \$8,145.28 to the Commonwealth Attorney department salary line.

Supervisor Coleman – yes
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman - yes

Agenda Item 9. – Constitutional Officer's Report.

No Constitutional Officers were present.

Agenda Item 10.a. – Unspent funds in New River Health District.

Ms. Ryan – We received a notice from the New River Health District that we have some unspent funds. They asked if we wanted them to reimburse us or put it toward the budget for the next year.

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and carried, it was resolved to request reimbursement from the New River Health District.

Supervisor Coleman – yes
Supervisor Yoder – yes
Supervisor Kuchenbuch – no
Supervisor Boothe – yes
Supervisor Turman – yes

Agenda Item 10.b. – Updated agreement for Rehabilitation Specialist Services with Southeast Rural Community Assistance Project (SERCAP).

Ms. Ryan – We passed the Rehabilitation Specialist contract at the last meeting. It was something we agreed upon with SERCAP. The Department of Housing and Community Development (DHCD) said there were three words that need to be stricken, “including program income”.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and unanimously carried, it was resolved to amend the contract with SERCAP by striking “including program income” from the contract (Document File Number 1154).

Supervisor Coleman – yes
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman – yes

Agenda Item 10.c. – Discuss COVID self-test site based on information from Floyd County employers.

Ms. Ryan – You had asked me to survey the largest employers in Floyd County to determine if we need a COVID-19 self-test site. We were asked to start one by the health district so their resources could be freed up to administer vaccinations. The results from the eight employers I contacted are some have already gotten their employees vaccinated or they have already made other arrangements. I would recommend not moving forward with the self-test site. If we have consensus, we will not pursue the site.

By consensus the Board agreed that a COVID-19 self-test site will not be pursued at this time.

Agenda Item 10.d. – Quotes for fill and rock at proposed Indian Valley green box site.

Ms. Ryan – We received two quotes for fill and rock at the proposed Indian Valley green box site. They were very similar to each other. Would you like to address this Mr. Coleman?

Supervisor Coleman – We’ve been fortunate to have a property owner offer his personal property for the use of a green box site. It would house a number of green boxes as well as the recycling. Mr. Thompson and I have been surveying the area looking for a site. We have determined this property would be the best fit. It needs some maintenance to get it ready and safe for the trucks to operate on. The property owner is willing to sign an agreement committing to a number of years to protect the interests of the County. I have contacted Mr. Durbin to prepare a

draft of the agreement. I don't have it yet. Once I do, I will circulate it to you all. I think the citizens are missing the old site and need a new one as quickly as possible. At the appropriate time, I will be making a motion to accept one of the proposals to prepare the site.

Supervisor Yoder – Mr. Coleman, I think you have done a great job. I'd like to see us work on the other green box sites as well. There is a real need at some of these sites, and I receive a lot of comments regarding the condition of the sites. Some sites need gravel, some need fencing.

Supervisor Turman – Chain link fencing would help.

Supervisor Boothe – After this site is in place, maybe we will have Ms. Ryan explore what the cost would be to fence in the area. Then start moving through the County and assessing other sites.

Supervisor Kuchenbuch – Our boundary areas are lacking in service. Some constituents travel outside of the county for work. There aren't any sites on the outskirts of town. I think this is something we should look at. Our last trash study was five years ago.

Supervisor Boothe – Maybe it's time to do another assessment.

Supervisor Coleman – We could look at a five or six year plan.

Supervisor Yoder – We also need to look at where the recycling boxes are placed to make sure they are easily accessible. We need a study.

Supervisor Coleman – We need to supply stewardship to the properties that house the sites.

Supervisor Yoder – The better we keep our sites, the less likely people will be destructive.

Supervisor Kuchenbuch – Our citizens do an excellent job of maintaining the sites. We all need to work together.

Agenda Item 10.e. – Schedule Public Hearing for road abandonment on section of Rose Hill Road.

Ms. Ryan – We need to schedule a public hearing for the road abandonment for the section of Rose Hill Road. We must post the property for thirty days and send out certified letters to adjacent property owners. I talked to the person who is leading the effort and suggested April 27th. It's the same day as the public hearing for the Six Year Road Plan. We've had back to back public hearings in the past. Is April 27th acceptable to you?

Supervisor Boothe – Per your email, Mr. Dotson has made some suggestions to the property owners. I would ask that before we approve anything, we check to see what the property owners have done as far as right of ways are concerned.

Ms. Ryan – I saw that as well. I contacted Ms. Chaney, who Mr. Dotson had referred this project to. She did not understand what he was talking about. She is going to get in touch with Mr. Dotson and let me know. I have not heard back from her yet.

Supervisor Boothe – I understood it to mean some there is a business being operated there. This would be the only way a commercial entrance would come into play.

On a motion of Supervisor Boothe, and seconded by Supervisor Yoder, and unanimously carried, it was resolved to hold the Public Hearing for the abandonment of a section of Rose Hill Road on April 27, 2021 at 8 p.m. or soon thereafter.

Supervisor Kuchenbuch – yes

Supervisor Yoder – yes

Supervisor Coleman – yes

Supervisor Boothe – yes

Supervisor Turman – yes

Agenda Item 10.f. – Release of Request for Proposals for Recreation Concessions.

Ms. Ryan – When we received our audit, there were a couple of recommendations for Recreation. One was regarding the handling of cash with concessions. Currently they use volunteers. We thought the best thing to do would be to put it out as a Request for Proposals and see if any local businesses would be interested in entering a contract with us.

Supervisor Boothe – On the back of the second page where it mentions additional recommendations, the last line of number 1, I think the contracting pricing and amendments need to be approved by the County Administrator and not the Recreation Director. Regarding insurance, we need to make sure we are covered for more than just bodily injury. We need to be co-named on any insurance policy. And we need to make sure the insurance covers food born illnesses.

Supervisor Kuchenbuch – Has Mr. Durbin looked over this?

Ms. Ryan – Mr. Durbin drafted the terms and conditions.

Supervisor Coleman – On Section I, Concessionary Employees, would it be appropriate to state that employees would be subject to a background check? Or the company should be able to provide proof that the employees have been screened and found permissible to be around children?

Ms. Ryan – How would you phrase this?

Supervisor Coleman – It would say they provide a background check for employees; Mr. Durbin could confirm the verbiage.

Supervisor Boothe – Within this it mentions setting up a committee. I think we should put the bids out and then the County Administrator and the Board could review the bids, rather than just a committee.

Ms. Ryan – We envisioned something like the audit committee we had years ago. It would consist of the Recreation Director, the County Administrator, and maybe a Board member or a coach.

Supervisor Yoder – We could have a committee to make a recommendation.

Ms. Ryan – That’s what we did with the audit. We had a committee that made recommendations to the Board. We will make the changes to the document and bring it back to the Board.

Agenda Item 10.g. – Bids for Lighting and at Transfer Station Maintenance Building.

Ms. Ryan – We received four bids for the lighting project. The lowest one was for \$7,230.00. It was from Harris Construction. All four bids met specifications, contractor’s license, and had proof of liability insurance. Mr. Bolt looked over the bids and recommended the bid from Harris Construction for your approval.

On a motion of Supervisor Yoder, and seconded by Supervisor Boothe, and unanimously carried, it was resolved to accept the bid from Harris Construction for \$7,230 for the Lighting project at the Transfer Station Maintenance Building (Document File Number 1161).

Supervisor Yoder – yes
Supervisor Kuchenbuch – yes
Supervisor Coleman – yes
Supervisor Boothe – yes
Supervisor Turman – yes

Agenda Item 10.h. – Bids for new roof over the existing roof at Transfer Station Maintenance Building.

Ms. Ryan – We received three bids. The lowest one was from Price Building for \$27,443.00. We had \$25,000 budgeted for this project. This is slightly over. They all have the contractor’s license, the certificate of liability, and they all met bid specifications. Mr. Bolt recommends Price Building.

On a motion of Supervisor Kuchenbuch, and seconded by Supervisor Coleman, and unanimously carried, it was resolved to accept the bid from Price Building for \$27,443.00 for the installation of a new roof over the existing roof at the Transfer Station Maintenance Building (Document File Number 1162).

Supervisor Yoder – yes
Supervisor Kuchenbuch – yes
Supervisor Coleman – yes
Supervisor Boothe - yes
Supervisor Turman – yes

Agenda 11. – Old/New Business.

There was no Old/New Business.

Agenda Item 12. – Board Member Time.

Supervisor Coleman expressed gratitude for the flowers sent for his grandmother's funeral.

Agenda Item 10. – Adjournment.

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and unanimously carried, it was resolved to adjourn the meeting to March 3, 2021 at 8:30 a.m.

Cynthia Ryan, Acting County Administrator

Joe D. Turman, Chairman, Board of Supervisors

AP375H FLOYD COUNTY BEFORE CHECKS
 3/05/2021 LISTING OF INVOICES FOR 3/09/2021 -- 3/09/2021 PAGE 1
 FUND # - 001

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
011010	***BOARD OF SUPERVISORS***				
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	75.00
	41320	VACORP	66854	LODA/WORKERS COMP	75.00
				ACCOUNT TOTAL	150.00 *
				MAJOR TOTAL	150.00 **
012010	***COUNTY ADMINISTRATOR***				
2700	WORKER'S COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	39.00
	41320	VACORP	66854	LODA/WORKERS COMP	39.00
				ACCOUNT TOTAL	78.00 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	42262	CLASP ENVELOPES	10.69
	10	VIRGINIA OFFICE SUPPLY	42282	FOLDERS	25.60
	2050	NEW RIVER OFFICE SUPPLY	013432-00	OFFICE SUPPLIES	311.73
	16730	TAYLOR OFFICE SUPPLY, INC	122532	TAB FILE FOLDERS	20.34
	19540	QUILL LLC	14923072	CORD COVER	32.58
	19540	QUILL LLC	15024201	COPIER PAPER	55.96
	19540	QUILL LLC	15035477	WIRELESS MOUSE	24.99
	37980	ULINE	51707741	ADMIN DESK	710.56
	43177	AMAZON CAPITAL SERVICES	1GY3-PHPT-4QJW	ARCHIVAL BOXES	74.99
				ACCOUNT TOTAL	1,267.44 *
6008	GAS AND OIL				
	70	CLARK GAS AND OIL CO.	U9120599	REG GAS EXEMPT	11.06
	70	CLARK GAS AND OIL CO.	U9120786	REG GAS EXEMPT	15.86
				ACCOUNT TOTAL	26.92 *
				MAJOR TOTAL	1,372.36 **
012090	***COMM OF THE REVENUE***				
2700	WORKER'S COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	30.60
	41320	VACORP	66854	LODA/WORKERS COMP	30.60
				ACCOUNT TOTAL	61.20 *
3320	MAINTENANCE, SERVICE AND				
	42795	ETHOS TECHNOLOGIES	INV387392	4333-01	4.56
				ACCOUNT TOTAL	4.56 *
				MAJOR TOTAL	65.76 **
012130	***TREASURER***				
2700	WORKER'S COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	26.50
	41320	VACORP	66854	LODA/WORKERS COMP	26.50
				ACCOUNT TOTAL	53.00 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	41984	INK CARTRIDGES	87.98
				ACCOUNT TOTAL	87.98 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
6010		DMV ADMINISTRATIVE FEE			
	17070	DEPARTMENT OF MOTOR VEHICL	202105900371	DMV STOPS	100.00
				ACCOUNT TOTAL	100.00 *
				MAJOR TOTAL	240.98 **
013010	***ELECTORAL BOARD AND OFFICERS***				
2700		WORKER'S COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	12.50
	41320	VACORP	66854	LODA/WORKERS COMP	12.50
				ACCOUNT TOTAL	25.00 *
				MAJOR TOTAL	25.00 **
013020	***REGISTRAR***				
2700		WORKER'S COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	17.70
	41320	VACORP	66854	LODA/WORKERS COMP	17.70
				ACCOUNT TOTAL	35.40 *
				MAJOR TOTAL	35.40 **
021010	***CIRCUIT COURT***				
6001		OFFICE SUPPLIES			
	16730	TAYLOR OFFICE SUPPLY, INC	122357	OFFICE SUPPLIES	113.08
				ACCOUNT TOTAL	113.08 *
				MAJOR TOTAL	113.08 **
021020	***GENERAL DISTRICT COURT***				
3320		MAINTENANCE AND SERVICE C			
	42744	RICOH USA, INC	34694502	200-3147133-100	56.65
	42744	RICOH USA, INC	5061453828	CONTRACT 4363809	12.16
				ACCOUNT TOTAL	68.81 *
				MAJOR TOTAL	68.81 **
021040	***COUNTY ATTORNEY***				
1100		COMPENSATION OF ATTORNEY			
	22110	SANDS ANDERSON PC	465544	PROF SERVICES	10,404.00
				ACCOUNT TOTAL	10,404.00 *
				MAJOR TOTAL	10,404.00 **
021060	***CLERK OF CIRCUIT COURT***				
2700		WORKERS COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	36.50
	41320	VACORP	66854	LODA/WORKERS COMP	36.50
				ACCOUNT TOTAL	73.00 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
3320		MAINTENANCE & SERVICE CON			
	38920	VIRGINIA BUSINESS SYSTEMS	28729243	013-1305291-000	216.08
				ACCOUNT TOTAL	216.08 *
5210		POSTAGE			
	42796	RHONDA T. VAUGHN	02162021	POSTAGE	15.00
				ACCOUNT TOTAL	15.00 *
6001		OFFICE SUPPLIES			
	16730	TAYLOR OFFICE SUPPLY, INC	122357	OFFICE SUPPLIES	15.11
				ACCOUNT TOTAL	15.11 *
				MAJOR TOTAL	319.19 **
022010	***COMMONWEALTH'S ATTORNEY***				
2700		WORKERS COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	46.40
	41320	VACORP	66854	LODA/WORKERS COMP	46.40
				ACCOUNT TOTAL	92.80 *
				MAJOR TOTAL	92.80 **
031020	***SHERIFF***				
2700		WORKERS COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	5,000.00
	41320	VACORP	66854	LODA/WORKERS COMP	5,000.00
				ACCOUNT TOTAL	10,000.00 *
3310		REPAIRS & MAINTENANCE/AUT			
	42673	GARRET MILLER	11022020	'13 FUSION REPAIRS	618.09
	42841	B & S AUTOMOTIVE SERVICE	0039719	OIL CHANGE/INSPECT	48.13
	42841	B & S AUTOMOTIVE SERVICE	0039726	OIL CHANGE/TIRE ROT	51.45
	42841	B & S AUTOMOTIVE SERVICE	0039758	OIL CHANGE	35.17
	42841	B & S AUTOMOTIVE SERVICE	0039832	FLAT REPAIR/PLUG	8.00
	42841	B & S AUTOMOTIVE SERVICE	0039904	OIL CHANGE/TIRE ROT	51.45
	42841	B & S AUTOMOTIVE SERVICE	0039922	OIL CHANGE/TIRE ROT	87.97
	42841	B & S AUTOMOTIVE SERVICE	0039990	FLAT REPAIR/PLUG	8.00
	43006	D&D AUTO REPAIR, LLC	3815	OIL CHANGE/TIRE ROT	49.47
	43006	D&D AUTO REPAIR, LLC	3816	OIL CHANGE	42.90
	43299	TRI-COUNTY GLASS, INC.	02232021	WINDSHIELD REPAIR	55.00
				ACCOUNT TOTAL	1,055.63 *
3320		MAINTENANCE & SERVICE CON			
	42744	RICOH USA, INC	34694795	200-3163022-100	43.54
	42744	RICOH USA, INC	5061447015	CONTRACT 4460528	12.08
	42744	RICOH USA, INC	5061447082	CONTRACT 4457551	6.99
	42744	RICOH USA, INC	5061447327	CONTRACT 4457544	22.85
	42744	RICOH USA, INC	9028779476	200-3161982-100	84.45
				ACCOUNT TOTAL	169.91 *
5230		TELEPHONE			
	28501	VERIZON WIRELESS	9873912525	WIRELESS	428.42
				ACCOUNT TOTAL	428.42 *
5540		TRAVEL (CONVENTION & EDUC			
	43300	GLOCK PROFESSIONAL, INC.	TRP/100148084	TRAINING COURSE	250.00
				ACCOUNT TOTAL	250.00 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5852		LINE OF DUTY COVERAGE			
	41320	VACORP	66853	LODA/WORKERS COMP	1,842.51
	41320	VACORP	66854	LODA/WORKERS COMP	1,842.51
				ACCOUNT TOTAL	3,685.02 *
6001		OFFICE SUPPLIES			
	16730	TAYLOR OFFICE SUPPLY, INC	121971.1	CARTRIDGE TAPE	28.26
	16730	TAYLOR OFFICE SUPPLY, INC	122525	CARTRIDGE, LABELS	150.18
				ACCOUNT TOTAL	178.44 *
6008		GAS, OIL, ETC.			
	11850	CLARK GAS & OIL	FEB21-1	FUEL/SHERIFF	3,638.10
				ACCOUNT TOTAL	3,638.10 *
6011		POLICE SUPPLIES			
	14610	TOWN POLICE SUPPLY	34802	TACTICAL GEAR	1,104.32
	42733	FIRE RESCUE & TACTICAL	4091	SHIRTS/EMBROIDERY	78.98
				ACCOUNT TOTAL	1,183.30 *
8127		CAPITAL OUTLAY:TIRES			
	42841	B & S AUTOMOTIVE SERVICE	0039730	MT/BAL TIRES	579.36
				ACCOUNT TOTAL	579.36 *
				MAJOR TOTAL	21,168.18 **
033010	***CORRECTIONS & DETENTIONS***				
2700		WORKERS COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	422.50
	41320	VACORP	66854	LODA/WORKERS COMP	422.50
				ACCOUNT TOTAL	845.00 *
6001		OFFICE SUPPLIES			
	16730	TAYLOR OFFICE SUPPLY, INC	122392	TAPE CARTRIDGES	26.45
				ACCOUNT TOTAL	26.45 *
6022		EMPLOYEE PHYSICALS			
	42894	SAFETY & COMPLIANCE SERVIC	441808	PROF SERVICES	48.00
	42894	SAFETY & COMPLIANCE SERVIC	441809	PROF SERVICES	48.00
				ACCOUNT TOTAL	96.00 *
				MAJOR TOTAL	967.45 **
034010	***BUILDING INSPECTIONS***				
2700		WORKERS COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	388.30
	41320	VACORP	66854	LODA/WORKERS COMP	388.30
				ACCOUNT TOTAL	776.60 *
6001		OFFICE SUPPLIES			
	10	VIRGINIA OFFICE SUPPLY	42262	CLASP ENVELOPES	10.69
				ACCOUNT TOTAL	10.69 *
6008		GAS, OIL, ETC.			
	70	CLARK GAS AND OIL CO.	U9120599	REG GAS EXEMPT	34.32
	70	CLARK GAS AND OIL CO.	U9120786	REG GAS EXEMPT	49.21
				ACCOUNT TOTAL	83.53 *
6014		Web Service Monthly Fee			
	42672	INTERACTIVEGIS, INC.	5996	MONTHLY MAINTENANCE	400.00
				ACCOUNT TOTAL	400.00 *
				MAJOR TOTAL	1,270.82 **

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
035010	***ANIMAL CONTROL***				
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	482.00
	41320	VACORP	66854	LODA/WORKERS COMP	482.00
				ACCOUNT TOTAL	964.00 *
3310	REPAIRS & MAINTEN-RADIO/A				
	1270	C.W. HARMAN & SON	357511	OUTLET, CORD EXT	16.98
	42871	B & S AUTOMOTIVE SERVICE	0039749	BRAKE LABOR/EXHAUST	511.82
				ACCOUNT TOTAL	528.80 *
5852	LINE OF DUTY COVERAGE				
	41320	VACORP	66853	LODA/WORKERS COMP	212.75
	41320	VACORP	66854	LODA/WORKERS COMP	212.75
				ACCOUNT TOTAL	425.50 *
6004	RABIES TREATMENT				
	25860	MONTGOMERY COUNTY HEALTH	01-MAR-21	PROF SERVICES	1,299.96
				ACCOUNT TOTAL	1,299.96 *
6008	GAS, OIL, ETC.				
	70	CLARK GAS AND OIL CO.	U9120599	REG GAS EXEMPT	155.05
	70	CLARK GAS AND OIL CO.	U9120786	REG GAS EXEMPT	222.31
				ACCOUNT TOTAL	377.36 *
6010	AMMUNITION				
	10550	GALLS, LLC	017598241	BLACKHAWK STORM XT	51.75
				ACCOUNT TOTAL	51.75 *
				MAJOR TOTAL	3,647.37 **
035030	***MEDICAL EXAMINER***				
3110	PROFESSIONAL HEALTH SERVI				
	37080	TREASURER OF VIRGINIA	01072021	PROF SERVICES	20.00
				ACCOUNT TOTAL	20.00 *
				MAJOR TOTAL	20.00 **
035050	***EMERGENCY SERV/HAZARDOUS MAT***				
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	170.25
	41320	VACORP	66854	LODA/WORKERS COMP	170.25
				ACCOUNT TOTAL	340.50 *
5410	EQUIPMENT LEASE-UNITED CE				
	37040	US CELLULAR	20210222000317	TOWER REVENUE	267.89
				ACCOUNT TOTAL	267.89 *
5530	TRAVEL (MEALS & LODGING)				
	42740	VEMA	4238	MEMBERSHIP RENEWAL	75.00
				ACCOUNT TOTAL	75.00 *
5895	CORONAVIRUS EMERGENCY				
	43286	WFDD	1070-00004-0002	SHOP FLOYD ADVERT	390.00
	43286	WFDD	1169-00003-0001	SHOP FLOYD ADVERT	1,440.00
	999999	FLOYD COUNTY VOLUNTEER RES	02212021	VACCINATION CLINIC	300.00
				ACCOUNT TOTAL	2,130.00 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
6008		GAS/OIL			
	70	CLARK GAS AND OIL CO.	U9120599	REG GAS EXEMPT	13.13
	70	CLARK GAS AND OIL CO.	U9120786	REG GAS EXEMPT	18.83
				ACCOUNT TOTAL	31.96 *
				MAJOR TOTAL	2,845.35 **
043020	***GENERAL PROPERTIES***				
1100	COMPENSATION OF CUSTODIAN				
	17100	FINN & FENWICK CLEANING SE	MAR21	CLEANING SERVICES	3,375.00
				ACCOUNT TOTAL	3,375.00 *
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	134.15
	41320	VACORP	66854	LODA/WORKERS COMP	134.15
				ACCOUNT TOTAL	268.30 *
3310	REPAIRS				
	450	WILLS RIDGE SUPPLY INC.	521221	ICE MELT/DELIVERY	1,775.94
	450	WILLS RIDGE SUPPLY INC.	521873	SALT SPREADER	342.44
	29160	ELECTRICAL SUPPLY INC.	128695	HARDWARE/MISC	69.86
	42721	SMITH HEATING & AIR, INC.	10616	DISPATCH SERVICE	560.00
	42831	FLOYD AUTO PARTS	480970	MISC HARDWARE	36.56
				ACCOUNT TOTAL	2,784.80 *
3320	MAINTENANCE & SERVICE CON				
	290	CINTAS	4076704772	UNIFORMS	6.23
	290	CINTAS	4077348772	UNIFORMS	6.23
	26410	VALLEY BOILER & MECHANICAL	27445	PREV MAINTENANCE	166.65
	28150	ELEVATING EQUIPMENT	47674	ELEVATOR INSPECTION	560.00
	28150	ELEVATING EQUIPMENT	47746	ELEVATOR SAFETY TEST	200.00
				ACCOUNT TOTAL	939.11 *
3340	Computer Services Support				
	43110	TECH SQUARED INC	20067	TECH/SUPPORT MTNCE	13,274.00
				ACCOUNT TOTAL	13,274.00 *
5120	HEATING SERVICE				
	70	CLARK GAS AND OIL CO.	.	LPG DELIVERY	517.75
	70	CLARK GAS AND OIL CO.	U9120700	OFFROAD DIESEL	26.90
	70	CLARK GAS AND OIL CO.	U9291242	LPG DELIVERY	376.09
	70	CLARK GAS AND OIL CO.	U9291375	LPG DELIVERY	148.37
	70	CLARK GAS AND OIL CO.	U9291560	LPG DELIVERY	587.27
	70	CLARK GAS AND OIL CO.	U9328955	LPG DELIVERY	331.27
				ACCOUNT TOTAL	1,987.65 *
6005	JANITORIAL SUPPLIES				
	90	DIAMOND PAPER CO., INC.	278505	MULTIFOLD TOWELS	94.88
	290	CINTAS	4076529452	MATS/SCRAPERS	191.49
				ACCOUNT TOTAL	286.37 *
6008	GAS AND OIL				
	70	CLARK GAS AND OIL CO.	U9120599	REG GAS EXEMPT	40.56
	70	CLARK GAS AND OIL CO.	U9120786	REG GAS EXEMPT	58.15
				ACCOUNT TOTAL	98.71 *
8134	FLOYD COUNTY SCHOOLS BOIL				
	31330	THOMPSON & LITTON, INC	98043	PROJECT 14408	4,705.59

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	43037	NOR-WELL COMPANY, INC	5316	191050 FCHS	117,600.50
				ACCOUNT TOTAL	122,306.09 *
8136		CAPITAL OUTLAY: SCHOOLS C			
	30360	SCHNABEL ENGINEERING, LLC	2030556	FCHS CCDC PROJECT	5,010.47
	31330	THOMPSON & LITTON, INC	98045	PROJECT 14491	12,305.07
	43173	FRITH CONSTRUCTION COMPANY	01312021	FCHS PROJECT	230,358.45
	43173	FRITH CONSTRUCTION COMPANY	02282021	FCHS PROJECT	23,831.11
				ACCOUNT TOTAL	271,505.10 *
9140		DEBT SERVICE: CARTER 2015			
	4230	CARTER BANK & TRUST	MAR21 #69 21741	ACCOUNT 21741	16,063.20
				ACCOUNT TOTAL	16,063.20 *
9150		DEBT SERVICE: SKYLINE 201			
	42888	SKYLINE NATIONAL BANK	MAR21 9964734	LOAN 9964734	11,435.75
				ACCOUNT TOTAL	11,435.75 *
				MAJOR TOTAL	444,324.08 **
071020		***FLOYD COUNTY RECREATION***			
2700		WORKERS COMPENSATION INSU			
	41320	VACORP	66853	LODA/WORKERS COMP	9.00
	41320	VACORP	66854	LODA/WORKERS COMP	9.00
				ACCOUNT TOTAL	18.00 *
3320		MAINTENANCE CONTRACTS			
	43098	U.S. BANK EQUIPMENT FINANC	437096720	500-0522818-000	31.80
				ACCOUNT TOTAL	31.80 *
6001		OFFICE SUPPLIES			
	37090	ELECTRONIC SYSTEMS, INC	IN1770376	CN17576-01	66.55
	42817	CYNTHIA RYAN	02232021	REIMBURSEMENT	27.00
				ACCOUNT TOTAL	93.55 *
				MAJOR TOTAL	143.35 **
073010		***LIBRARY ADMINISTRATION***			
2700		WORKERS COMPENSATION INSU			
	41320	VACORP	66853	LODA/WORKERS COMP	27.86
	41320	VACORP	66854	LODA/WORKERS COMP	27.86
				ACCOUNT TOTAL	55.72 *
				MAJOR TOTAL	55.72 **
081200		***COMMUNITY DEVELOPMENT***			
2700		WORKERS COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	450.00
	41320	VACORP	66854	LODA/WORKERS COMP	450.00
				ACCOUNT TOTAL	900.00 *
				MAJOR TOTAL	900.00 **
081500		***ECONOMIC DEVELOPMENT AUTHORITY**			
6096		COMMERCE PARK-PHASE 2-PRE			
	42868	HURT & PROFFITT, INC.	64167	PROJECT 20200117	2,462.85
				ACCOUNT TOTAL	2,462.85 *
				MAJOR TOTAL	2,462.85 **

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
082050	***MISCELLANEOUS PROGRAMS***				
6038	REGIONAL JAIL PAYMENT				
	22640	NEW RIVER VALLEY REGIONAL	293	PROF SERVICES	31,629.60
				ACCOUNT TOTAL	31,629.60 *
6057	DEPT JUV JUSTICE GRANT-IN				
	130	NEW RIVER VALLEY JUVENILE	1	PROF SERVICES	659.00
				ACCOUNT TOTAL	659.00 *
6089	ROANOKE REGIONAL SMALL BU				
	42974	ROANOKE REGIONAL SBDC	02242021	3RD QTR ALLOCATION	1,500.00
				ACCOUNT TOTAL	1,500.00 *
				MAJOR TOTAL	33,788.60 **
083010	***COOPERATIVE EXTENSION PROGRAM***				
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	37.50
	41320	VACORP	66854	LODA/WORKERS COMP	37.50
				ACCOUNT TOTAL	75.00 *
				MAJOR TOTAL	75.00 **
403230	***EMERGENCY MEDICAL SERVICES***				
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	7,641.70
	41320	VACORP	66854	LODA/WORKERS COMP	7,763.70
				ACCOUNT TOTAL	15,405.40 *
3310	REPAIRS				
	42840	B & S AUTOMOTIVE SERVICE	0040201	MASS AIR/GLOW PLUG	824.09
	42924	FLOYD AUTO PARTS	481043	BOXED CAPSULES	11.25
	42924	FLOYD AUTO PARTS	481123	CREDIT MEMO	1.64-
	42924	FLOYD AUTO PARTS	481125	HIGH/LOW BEAMS	11.25
				ACCOUNT TOTAL	844.95 *
6004	MEDICAL AND LABORATORY SU				
	42833	BOUND TREE MEDICAL, LLC	83955312	MEDICAL SUPPLIES	1,007.31
	42833	BOUND TREE MEDICAL, LLC	83961953	MEDICAL SUPPLIES	77.99
	42833	BOUND TREE MEDICAL, LLC	83961954	MEDICAL SUPPLIES	314.90
	42833	BOUND TREE MEDICAL, LLC	83963926	MEDICAL SUPPLIES	428.28
	42837	ARC3 GASES	07780042	OXYGEN USP MEDICAL	78.94
	42837	ARC3 GASES	07789197	OXYGEN USP MEDICAL	29.80
	42837	ARC3 GASES	07799570	CYLINDER RENTAL	120.96
				ACCOUNT TOTAL	2,058.18 *
6008	GASOLINE				
	11850	CLARK GAS & OIL	FEB21-2	FUEL/EMS	1,072.36
				ACCOUNT TOTAL	1,072.36 *
6015	DATA SERVICE CONNECTION P				
	40550	RAM SOFTWARE SYSTEMS, INC	14080	AIM SAAS	500.00
				ACCOUNT TOTAL	500.00 *
6016	LINE OF DUTY COVERAGE				
	41320	VACORP	66853	LODA/WORKERS COMP	1,701.12

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FLOYD COUNTY
LISTING OF INVOICES FOR 3/09/2021 -- 3/09/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
	41320	VACORP	66854	LODA/WORKERS COMP	1,701.12
				ACCOUNT TOTAL	3,402.24 *
				MAJOR TOTAL	23,283.13 **
				FUND TOTAL	547,839.28

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FLOYD COUNTY
LISTING OF INVOICES FOR 3/09/2021 -- 3/09/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
032030	**FIRE AND RESCUE FUND**				
3215	LINE OF DUTY COVERAGE				
	41320	VACORP	66853	LODA/WORKERS COMP	3,307.62
	41320	VACORP	66854	LODA/WORKERS COMP	3,307.62
				ACCOUNT TOTAL	6,615.24 *
				MAJOR TOTAL	6,615.24 **
				FUND TOTAL	6,615.24

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
042030	**SOLID WASTE**				
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	2,976.50
	41320	VACORP	66854	LODA/WORKERS COMP	2,976.50
				ACCOUNT TOTAL	5,953.00 *
3310	REPAIRS AND MAINTENANCE				
	370	VIA'S TRUCK & TRACTOR REPA	0024380	MACK REPAIRS	902.20
	450	WILLS RIDGE SUPPLY INC.	521972	SPEED BUMP RUBBER	1,466.00
	450	WILLS RIDGE SUPPLY INC.	522106	MISC	29.15
	450	WILLS RIDGE SUPPLY INC.	522161	CREDIT MEMO	.90-
	1270	C.W. HARMAN & SON	357303	BITE BAR	11.98
	42805	EXCEL TRUCK GROUP	1327273R	SERVICE	282.21
	42831	FLOYD AUTO PARTS	481733	HOSE FITTINGS/HOSE	140.80
	42831	FLOYD AUTO PARTS	481964	BOXED MINIATURES	13.28
	42831	FLOYD AUTO PARTS	482024	LIGHT BULB	13.88
				ACCOUNT TOTAL	2,858.60 *
5415	DEBT SERVICE/INTEREST:FOR				
	42888	SKYLINE NATIONAL BANK	MAR21 9971979	LOAN 9971979	419.60
				ACCOUNT TOTAL	419.60 *
6008	GAS, OIL, ETC.				
	70	CLARK GAS AND OIL CO.	U9120599	REG GAS EXEMPT	66.75
	70	CLARK GAS AND OIL CO.	U9120642	ROAD DSL EXEMPT	874.51
	70	CLARK GAS AND OIL CO.	U9120711	ROAD DIESEL	75.88
	70	CLARK GAS AND OIL CO.	U9120712	ROAD DSL EXEMPT	1,144.87
	70	CLARK GAS AND OIL CO.	U9120777	ROAD DSL EXEMPT	1,157.11
	70	CLARK GAS AND OIL CO.	U9120786	REG GAS EXEMPT	95.70
				ACCOUNT TOTAL	3,414.82 *
6014	OTHER OPERATIONAL SUPPLIE				
	290	CINTAS	4076704772	UNIFORMS	122.82
	290	CINTAS	4077348772	UNIFORMS	122.82
	42991	WINZER	6813029	BULK CHEMICALS	1,016.38
	42991	WINZER	6818286	BOOT BRUSH	87.33
				ACCOUNT TOTAL	1,349.35 *
6021	GRAVEL, STONE				
	42771	SALEM STONE	73337	STONE	785.40
				ACCOUNT TOTAL	785.40 *
6023	CONTRACT SERVICES/HAULING				
	26980	OUTHUSE TOILET RENTALS	7931	LEACH TANK PUMPED	275.00
	36910	NEW RIVER RESOURCE AUTHORI	FEB21	TRASH HAULING	27,145.60
				ACCOUNT TOTAL	27,420.60 *
				MAJOR TOTAL	42,201.37 **
042040	**RECYCLING**				
2700	WORKERS COMPENSATION				
	41320	VACORP	66853	LODA/WORKERS COMP	585.18
	41320	VACORP	66854	LODA/WORKERS COMP	585.18
				ACCOUNT TOTAL	1,170.36 *

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FLOYD COUNTY
 LISTING OF INVOICES FOR 3/09/2021 -- 3/09/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
3310		REPAIRS & MAINTENANCE			
	42831	FLOYD AUTO PARTS	480563	OIL FILTER/OIL	56.47
	42951	BATTERY MART	4241	ADAPTORS, C-31	96.45
				ACCOUNT TOTAL	152.92 *
3400		TIRE DISPOSAL TRANSPORTAT			
	43038	FRONTLINE LOGISTICS INC	FCTS-2	OUTGOING TIRES	3,315.00
				ACCOUNT TOTAL	3,315.00 *
6008		GAS/PROPANE/KEROSENE			
	70	CLARK GAS AND OIL CO.	U9120599	REG GAS EXEMPT	222.09
	70	CLARK GAS AND OIL CO.	U9120642	ROAD DSL EXEMPT	96.15
	70	CLARK GAS AND OIL CO.	U9120711	ROAD DIESEL	8.34
	70	CLARK GAS AND OIL CO.	U9120712	ROAD DSL EXEMPT	125.87
	70	CLARK GAS AND OIL CO.	U9120777	ROAD DSL EXEMPT	127.22
	70	CLARK GAS AND OIL CO.	U9120786	REG GAS EXEMPT	318.42
				ACCOUNT TOTAL	898.09 *
				MAJOR TOTAL	5,536.37 **
				FUND TOTAL	47,737.74

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 3/05/2021
 FUND # - 140

FLOYD COUNTY
 LISTING OF INVOICES FOR 3/09/2021 -- 3/09/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031400	**E911**				
2700		WORKERS COMPENSATION			
	41320	VACORP	66853	LODA/WORKERS COMP	190.23
	41320	VACORP	66854	LODA/WORKERS COMP	190.23
				ACCOUNT TOTAL	380.46 *
3160		Mapping/Addressing			
	30770	KING-MOORE, INC	3954	ADDRESSING	461.50
				ACCOUNT TOTAL	461.50 *
8112		ROAD SIGN MAINTENANCE			
	36110	JZ SIGNS	3707	E911 ROAD SIGNS	72.51
				ACCOUNT TOTAL	72.51 *
				MAJOR TOTAL	914.47 **
				FUND TOTAL	914.47
				TOTAL DUE	603,106.73

Approved at meeting of _____ on _____.

Signed _____

Title _____
 Title _____
 Title _____

Date _____
 Date _____
 Date _____

7a

Karla Turman, Subdivision Agent
120 West Oxford Street
P O BOX 218 FLOYD VA 24091
PHONE: 540-745-9300 FAX: 540-745-9305

Note: Leading Numbers
represent the # of tracts
created.

February 2021 Plats

1 –Family Subdivision, Tax Map # 10-185 (41.61 acres); New parcel 2.0272 acres to be conveyed to Susan Nichols Agnew and remainder being 39.5828 acres. Property of Harold E. Nichols, located on US Route 221 (Floyd Hwy N) in the Locust Grove Magisterial District on survey dated July 21, 2016, Job # 127-16 by John D. Lewis.

1 –Family Subdivision, Tax Map # 19-81D (14.426 acres); New parcel “A” 1.002 acres to be conveyed to Christina Richardson and remainder being 13.424 acres. Property of Christopher S. Richardson and Brandi M. Richardson, located on Secondary Route 670 (Wilson Cemetery Rd) in the Little River Magisterial District on survey dated January 8, 2021, Job # 15797-11 by Charles H. Forbes IV.

Lot Line Revision, Tax Map # 50-5 (6.000 acres), Tax Map # 50-5A (30.005 acres) and Tax Map # 50-7 (24.380 acres); New acreages being Tax Map # 50-5 22.943 acres, Tax Map # 50-5A 3.378 acres and Tax Map # 50-7 34.064 acres. Property of Phillips & Turman Tree Farms and Steven K. Bechtold & Kalinda R. Bechtold located on Secondary Route 787 (Indian Valley Rd NW) in the Indian Valley Magisterial District on survey dated January 12, 2021, Job # 4539B by L. J. Quesenberry.

February 2021 Plats of Record

63.816 acres and 20 ft. right-of-way. Tax Map # 23-7. Property of Jewell Alden Higgs, Douglas Gordon Higgs, and Dianne Higgs Criner to be acquired by Terri Higgs & Michael Higgs, located on Secondary Route 655 (Higgs Rd) in the Indian Valley Magisterial District on survey dated January 20, 2021, Job # 5001A by L. J. Quesenberry.

0.408 acres. Tax Map # 54-100F. Property of Kristen D. Dickerson to be acquired by Richard Burton, located on Secondary Route 722 (Rose Hill Rd NW) in the Court House Magisterial District on survey dated January 12, 2021, Job # 1661A by L. J. Quesenberry.

0.518 acres. Tax Map # 63-8. Property of Dana Maxwell Tomlinson, located on Secondary Route 750 (Alum Ridge Rd) and US Route 221 (Floyd Hwy S) in the Burks Fork Magisterial District on survey dated February 5, 2021, Job # 5029 by L. J. Quesenberry.

Subdivision Agent Report

Year: 2021	Agricultural	Family	Utility Lots, Lot or Standard Subdivisions	Cemetery	Total Lots Created	Subdivision Total Acreage	Lot Line Revision Plats	Plat/Parcel of Record	Number of Surveys Signed	Plat Fees Collected
January	0	3	0	0	3	39.154	0	2	3	\$105.00
February	0	2	0	0	2	56.036	1	3	6	\$230.00
March					0					
April					0					
May					0					
June					0					
July					0					
August					0					
September					0					
October					0					
November					0					
December					0					
Y-T-D Total	0	5	0	0	5	95.190	1	5	9	\$335.00

Year: 2020	Agricultural	Family	Utility Lots, Lot or Standard Subdivisions	Cemetery	Total Lots Created	Subdivision Total Acreage	Lot Line Revision Plats	Plat/Parcel of Record	Number of Surveys Signed	Plat Fees Collected
January	0	0	1	1	2	60.628	2	3	7	\$260.00
February	0	1	2	0	3	104.333	2	7	12	\$350.00
March	0	2	0	0	2	105.574	5	6	11	\$510.00
April	0	3	1	0	4	312.649	3	4	10	\$230.00
May	0	3	0	0	3	90.613	2	5	9	\$300.00
June	0	3	1	0	4	124.507	1	7	11	\$420.00
July	0	4	3	0	7	105.083	4	7	13	\$790.00
August	1	5	4	0	10	416.087	4	5	13	\$970.00
September	1	1	4	1	7	231.470	5	2	13	\$755.00
October	2	4	8	0	14	269.167	8	5	18	\$1,350.00
November	0	1	1	0	2	17.184	2	2	6	\$300.00
December	1	0	2	0	3	173.730	1	3	7	\$290.00
Y-T-D Total	5	27	27	2	61	2,011.026	39	56	130	\$6,525.00

Year: 2019	Agricultural	Family	Utility Lots, Lot or Standard Subdivisions	Cemetery	Total Lots Created	Subdivision Total Acreage	Lot Line Revision Plats	Plat/Parcel of Record	Number of Surveys Signed	Plat Fees Collected
January	2	0	1	0	3	80.563	4	4	6	\$340.00
February	0	1	1	0	2	122.291	2	4	4	\$270.00
March	0	0	0	0	0	0.000	3	2	3	\$180.00
April	0	1	0	0	1	39.731	3	6	4	\$250.00
May	1	0	0	0	1	93.400	3	4	8	\$350.00
June	1	0	1	0	2	99.190	0	4	2	\$120.00
July	1	3	6	0	10	151.570	3	5	6	\$700.00
August	2	2	6	0	10	413.970	3	2	9	\$790.00
September	0	2	0	0	2	133.610	4	4	7	\$340.00
October	0	0	3	0	3	39.008	4	5	11	\$390.00
November	2	2	0	0	4	266.735	3	5	10	\$370.00
December	0	3	0	0	3	186.525	1	2	6	\$280.00
Y-T-D Total	9	14	18	0	41	1,626.593	33	47	76	\$4,380.00

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF FLOYD COUNTY, VIRGINIA, HELD ON TUESDAY, MARCH 9, 2021 AT 8:30 A.M. IN THE BOARD ROOM OF THE COUNTY ADMINISTRATION BUILDING, THEREOF:

PRESENT: Joe D. Turman, Chairman; Jerry W. Boothe, Vice Chairman; W. Justin Coleman, Linda D. Kuchenbuch, and Lauren D. Yoder, Board Members; Linda S. Millsaps, County Administrator; Cynthia B. Ryan, Assistant County Administrator.

The following action was taken:

On a motion of Supervisor , seconded by Supervisor , and carried, it was resolved to adopt the following resolution:

WHEREAS, at a regular meeting of the Board of Supervisors it was deemed desirable to authorize certain parties to sign County warrants;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Floyd County, Virginia, does authorize the following officers to sign County warrants for the County of Floyd.

- | | |
|---|--|
| 1. Joe D. Turman
Jerry Boothe | Chairman, and/or in his absence,
Vice Chairman, and |
| 2. Linda Millsaps
Cynthia Ryan | County Administrator, and/or in her absence,
Assistant County Administrator |
| 3. Melissa Keith
Pamela Stinnett
Ciera Boyd | Treasurer, and/or in her absence,
Chief Deputy or
Deputy |

Joe D. Turman
Board of Supervisors

ATTEST _____
Linda S. Millsaps
County Administrator

J.C.

AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND THE FLOYD COUNTY BOARD OF SUPERVISORS FOR FUNDING AND SERVICES OF THE FLOYD COUNTY HEALTH DEPARTMENT

This agreement ("Agreement") for the services to be provided by the Floyd County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and the Floyd County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Floyd County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$208,403.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Floyd County will provide by appropriation and in equal quarterly payments a sum of \$103,400.00 local matching funds and \$0.00 one-hundred percent local funds for a total of \$103,400 local funds for this fiscal year.

In addition, the Board of Supervisors has approved the Floyd County Health Department to carry forward \$0.00 in local matching funds for a total of \$0.00 matching funds and an additional \$0.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Floyd County Health Department, which shall perform public health services in Floyd County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2020. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan , the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan , the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Floyd County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.

- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

 Robert W. Hicks
 Deputy Commissioner for Community Health Services
 Virginia Department of Health

 Local authorizing officer signature

 Date

 Authorizing officer printed name

 Noelle Bissell, MD
 District Health Director
 New River Health District

 Authorizing officer title

 Date

 Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
 Local Government Agreement, Attachment A(2.)

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

For Each Service Provided, Check Block for Highest Income Level Served			
COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- 32.1-122.03 ; State Health Plan Link Virginia Plan for Well-Being 2016-2020			X
COMMUNICABLE DISEASE SERVICES	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- 32.1-46			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57, Districts may provide counseling Code Link- 32.1-57			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- 32.1-35 , 32.1-39 , 32.1-43			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- 32.1-36 , 32.1-36.1 , 32.1-39			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- 32.1-49 , 32.1-50 , 32.1-50.1			X
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- 32.1-77 , 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE **ASSURED** BY LOCAL HEALTH DEPARTMENTS
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services; diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links 32.1-77 , 32.1-89 , 32.1-90			X
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links 32.1-65 , 32.1-67 , 32.1-68			X
Well child care up to age ____ (enter age) Board of Health Code Link 32.1-77	X		
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link 32.1-11			X
Blood lead level testing Code Link 32.1-46.1 , 32.1-46.2			X
Outreach, Patient and Community Health Education Code Link 32.1-11 , 32.1-11.3 ,			X
Community Education Code Link 32.1-11 , 32.1-23			X
Pre-school Physicals for school entry Code Link 22.1-270	X		
Services for Children with Special health care needs Title V, Social Security Act Code Link 32.1-77			X
Child restraints in motor vehicles Code Link 46.2-1095 , 46.2-1097			X
Babycare, Child : DMAS MOA			X
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link 32.1-77		X	
Babycare, Maternal : DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p>Investigation of communicable diseases: Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-32.1-35, 32.1-39</p>	X
<p>Marinas: Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-32.1-246</p>	X
<p>Migrant labor camps: Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-32.1 Chapter 6 Article 6</p>	X
<p>Milk: Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- 3.2-5206, 3.2-5208</p>	X
<p>Alternative discharging sewage systems: Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-32.1-164</p>	X
<p>Onsite sewage systems: Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-32.1-163</p>	X
<p>Rabies: Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- 3.2-6500</p>	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>Restaurants/eating establishments: Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- 35.1-14</p>	<p>X</p>
<p>Hotels/Motels: In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-35.1-13</p>	<p>X</p>
<p>Wells: Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-32.1-176.4</p>	<p>X</p>
<p>Homes for adults: The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Juvenile Justice Institutions: Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-35.1-23</p>	<p>X</p>
<p>Jail inspections: Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-53.1-68</p>	<p>X</p>
<p>Daycare centers: At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p>Radon Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-32.1-229.</p>	<p>X</p>
<p>Summer camps/ Campgrounds: Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-35.1-16, 35.1-17</p>	<p>X</p>

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- 32.1-330	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- 2.2-5201 , 2.2-5211	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- 2.2-5305 , 2.2-5306	X
Vital Records Code Link- 32.1-254 , 32.1-255 , 32.1-272	X
Immunizations for maternity and post-partum patients Code Link- 32.1-11 , 32.1-325 , 54.1-3408 .	X
AIDS Drug Assistance Program (ADAP) Code Link- 32.1-11 ,	X
Emergency Preparedness and Response Code Link- 32.1-42 , 32.1-43 et seq., 32.1-229 ,	X
HIV Counseling, Testing and Referral Code Link- 32.1-37.2	X

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
COMMUNICABLE DISEASE SERVICES			
Foreign Travel Immunizations			
Other:			
CHILD HEALTH SERVICES			
Disabled disability Waiver Screenings DMAS MOA Code Link-32.1-330Other:			
Other			
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Other:			
FAMILY PLANNING SERVICES	Income A only	Defined by Federal Regulations	All
Nutrition Education			
Preventive Health Services			
Pre-Conception Health Care			
Other:			
MEDICAL SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
Community Education			
Other			

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All

DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(2.)

VIRGINIA DEPARTMENT OF HEALTH
COMMUNITY HEALTH SERVICES

PUBLIC HEALTH ENVIRONMENTAL SERVICES PROVIDED
UNDER LOCAL ORDINANCE OR CONTRACT

Neither the <i>Code of Virginia</i> nor Regulations of the Board of Health requires the following services to be provided by the local health department	Place an X in this column if service is provided for locality	Local ordinance code cite	Provide a brief description of local ordinance requirements
Water supply sanitation- Inspection of Water Supplies. Code Link- 15.2-2144 on local regulation			
Other Environmental – identify services below			

Grants / Creative Communities Partnership Grants

- **Application and Forms**

- **Online Grants System [HERE](#)**
- [Creative Communities Partnership Certification of Assurances](#)
- [Creative Communities Partnership Sub Grantee Information Form](#)

- **Purpose**

Creative Communities Partnership Grants encourage local governments to support the arts.

- **Description**

The Commission will match, up to \$4,500, subject to funds available, the tax monies given by independent town, city, and county governments to stand-alone arts organizations. The money, which does not include school arts budgets or arts programming by local governments, committees or councils of government, nor departments such as parks and recreation, may be subgranted either by a local arts commission/council or directly by the governing body.

- **Eligible Applicants**

Independent city, town, or county governments in Virginia.

- **Eligible Activities**

Grants to independent arts organizations for arts activities in the locality, including activities that promote cultural equity and access. The Commission does not match payments paid to performers for specific performances. Local governments seeking such funding should apply to the Performing Arts Touring Assistance Program.

- **W-9 Form Requirement**

All organizations applying to the Virginia Commission for the Arts are required to provide a Virginia W-9 Form. Download a W-9 form, [HERE](#).

- **DUNS Number Requirement**

All applicants must include their DUNS number when applying for a grant. Obtaining your DUNS number is a free, straightforward process. For more information, [click here](#).

- **Deadlines**

The online application is due on April 1, 2021 by 5:00 PM for local government grants awarded in 2021-2022.

NOTE: A local government that has not approved its budget by the grant deadline may apply conditionally and confirm the application as soon as possible.

- **Amount of Assistance**

Up to \$4,500, subject to funds available. Local government match must be from local government funds; federal funds may not be included.

- **Criteria for Evaluating Applications**

- Artistic quality of the organizations supported by the city/county/town
- Clearly defined policies and procedures for awarding local funds to arts organizations
- Degree of involvement of artists and arts organizations in the local process of awarding grants
- Demonstrated community impact Description of ongoing local government support for arts programs and funding

- **Application Review/Payment Procedure**

1. Local governments must complete and submit the online application by the deadline. **THERE ARE NO EXCEPTIONS.**
2. The Commission staff reviews each application for completeness and eligibility.
3. The Commission staff makes recommendations on levels of funding for each application.
4. The Commission board reviews the staff recommendations and takes final action on the applications.
5. After confirmation of the grant award, each local government must complete the online final report/confirmation form that its governing board has appropriated the matching funds and the funds from the Commission. This confirmation must include the appropriate page of the local government's approved 2021 - 2022 budget and a copy of the check (s) to the sub-grantee (s). The Commission will pay the grant in full after receiving this confirmation. **The deadline for the final report/confirmation is February 1, 2022.**

Note: If the local government receives more than \$750,000 in yearly federal expenditures from Commonwealth agencies, local government may be asked to submit their Single Audit.

7.e.



P.O. Box 465
Floyd, VA 24091
540-651-4803

Estimate

Name / Address
Floyd County Board Of Supervisors P O Box 218 Floyd, VA 24091

Date	Estimate #
2/25/2021	2021-073

Project: Floyd County Administration Building

Description	Qty	Rate	Total
<p>The terms of this agreement shall be from the date first signed until December 31st, 2021 unless either party with 30 day written notice, chooses to terminate services/contract.</p> <p>Mowing.....Mowing will include edge trimming areas where mower can not reach, blowing grass clippings off all hard surfaced areas, walkways, stairs, and asphalt areas. Price is per time.</p> <p>Description Of Property:</p> <p>Frequency.....Mowing shall occur every 7(SEVEN) days when turf is actively growing. Inclement weather conditions may delay scheduled service.</p> <p>Quality.....All services by Rakestraw Lawn Care, shall be performed in accordance with accepted turf grass practices.</p> <p>Additional Services.....Additional services may be requested by client and shall be made part of this contract and shall be billed in addition to contract.</p> <p>Insurance.....Rakestraw Lawn Care, shall carry adequate Workman's Compensation Insurance for all personnel and shall carry General Liability Insurance.</p> <p>Billing will be preformed at the end of each month for services provided for that month. Payment is due by the 15th of every month or completion of job. Late fees will be applied if payment is more than 30 days late at a rate of 2% interest. Customer agrees to pay all Attorney's fees and any other cost incurred during collections. All court proceedings will be held in Floyd County VA. Additional requested work that is not listed on this estimate will be billed as a separate line item on bill at a rate of \$45.00 per man hour, \$125.00 per hour for equipment use, and material cost. If there are any questions please feel free to contact us at any time. Rakestraw Lawn Care, Inc. agrees to indemnify and hold harmless Floyd County from any and all claims arising from performance of this contract for the mowing season.</p> <p>Customer Signature: <i>was \$40.00</i> Date: <i>\$100.00</i></p>	1	55.00	55.00
			0.00
Total			\$55.00



P.O. Box 465
 Floyd, VA 24091
 540-651-4803

Estimate

Name / Address
Floyd County Board Of Supervisors P O Box 218 Floyd, VA 24091

Date	Estimate #
2/25/2021	2021-074

Project: Floyd County Courthouse

Description	Qty	Rate	Total
<p>The terms of this agreement shall be from the date first signed until December 31st, 2021 unless either party with 30 day written notice, chooses to terminate services/contract.</p> <p>Mowing.....Mowing shall include trimming of grass and blowing clippings from sidewalks, porches, and driveways.</p> <p>Description Of Property:</p> <p>Frequency.....Mowing shall occur every 7(SEVEN) days when turf is actively growing, Inclement weather conditions may delay scheduled service.</p> <p>Quality.....All services by Rakestraw Lawn Care, shall be performed in accordance with accepted turf grass practices.</p> <p>Additional Services.....Additional services may be requested by client and shall be made part of this contract and shall be billed in addition to contract.</p> <p>Insurance.....Rakestraw Lawn Care, shall carry adequate Workman's Compensation Insurance for all personnel and shall carry General Liability Insurance.</p> <p>Billing will be preformed at the end of each month for services provided for that month. Payment is due by the 15th of every month or completion of job. Late fees will be applied if payment is more than 30 days late at a rate of 2% interest. Customer agrees to pay all Attorney's fees and any other cost incurred during collections. All court proceedings will be held in Floyd County VA. Additional requested work that is not listed on this estimate will be billed as a separate line item on bill at a rate of \$45.00 per man hour, \$125.00 per hour for equipment use, and material cost. If there are any questions please feel free to contact us at any time. Rakestraw Lawn Care, Inc. agrees to indemnify and hold harmless Floyd County from any and all claims arising from performance of this contract for the mowing season</p> <p>Customer Signature: <u>was \$40.00</u> Date: <u>was \$100.00</u></p>	1	30.00	30.00
			0.00
Total			\$30.00



P.O. Box 465
 Floyd, VA 24091
 540-651-4803

Estimate

Name / Address
Floyd County Board Of Supervisors P O Box 218 Floyd, VA 24091

Date	Estimate #
2/25/2021	2021-077

Project: Jessie Peterman Memorial Library

Description	Qty	Rate	Total
<p>The terms of this agreement shall be from the date first signed until December 31st, 2021 unless either party with 30 day written notice, chooses to terminate services/contract.</p> <p>Mowing.....Mowing shall include trimming of grass and blowing clippings from sidewalks, porches, and driveways.</p> <p>Description Of Property:</p> <p>Frequency.....Mowing shall occur every 7(SEVEN) days when turf is actively growing, Inclement weather conditions may delay scheduled service.</p> <p>Quality.....All services by Rakestraw Lawn Care, shall be performed in accordance with accepted turf grass practices.</p> <p>Additional Services.....Additional services may be requested by client and shall be made part of this contract and shall be billed in addition to contract.</p> <p>Insurance.....Rakestraw Lawn Care, shall carry adequate Workman's Compensation Insurance for all personnel and shall carry General Liability Insurance.</p> <p>Billing will be preformed at the end of each month for services provided for that month. Payment is due by the 15th of every month or completion of job. Late fees will be applied if payment is more than 30 days late at a rate of 2% interest. Customer agrees to pay all Attorney's fees and any other cost incurred during collections. All court proceedings will be held in Floyd County VA. Additional requested work that is not listed on this estimate will be billed as a separate line item on bill at a rate of \$45.00 per man hour, \$125.00 per hour for equipment use, and material cost. If there are any questions please feel free to contact us at any time. Rakestraw Lawn Care, Inc. agrees to indemnify and hold harmless Floyd County from any and all claims arising from performance of this contract for the mowing season</p> <p>Customer Signature: <u>Was</u> \$40.00 Date: <u>1100.00</u></p>	1	50.00	50.00
			0.00
Total			\$50.00



P.O. Box 465
 Floyd, VA 24091
 540-651-4803

Estimate

Name / Address
Floyd County Board Of Supervisors P O Box 218 Floyd, VA 24091

Date	Estimate #
2/25/2021	2021-075

Project: Floyd County Innovation Center			
Description	Qty	Rate	Total
The terms of this agreement shall be from the date first signed until November 15Th 2021 , unless either party with 30 day written notice, chooses to terminate services/contract.			
Mowing.....Mowing shall include trimming of grass and blowing clippings from sidewalks, porches, and driveways.	1	was \$80.00 90.00	90.00
Description Of Property:			
Frequency.....Mowing shall occur every 7(SEVEN) days when turf is actively growing, Inclement weather conditions may delay scheduled service.			
Quality.....All services by Rakestraw Lawn Care, shall be performed in accordance with accepted turf grass practices.			
Additional Services.....Additional services may be requested by client and shall be made part of this contract and shall be billed in addition to contract.			
Insurance.....Rakestraw Lawn Care, shall carry adequate Workman's Compensation Insurance for all personnel and shall carry General Liability Insurance.			
Billing will be preformed at the end of each month for services provided for that month. Payment is due by the 15th of every month or completion of job. Late fees will be applied if payment is more than 30 days late at a rate of 2% interest. Customer agrees to pay all Attorney's fees and any other cost incurred during collections. All court proceedings will be held in Floyd County VA. Additional requested work that is not listed on this estimate will be billed as a separate line item on bill at a rate of \$45.00 per man hour, \$125.00 per hour for equipment use, and material cost. If there are any questions please feel free to contact us at any time. Rakestraw Lawn Care, Inc. agrees to indemnify and hold harmless Floyd County from any and all claims arising from performance of this contract for the mowing season			0.00
Customer Signature: <u>was \$40.00</u> Date: <u>\$100.00</u>			
Total			\$90.00



P.O. Box 465
 Floyd, VA 24091
 540-651-4803

Estimate

Name / Address
Floyd County Board Of Supervisors P O Box 218 Floyd, VA 24091

Date	Estimate #
2/25/2021	2021-076

Project: Floyd County Recreation Park			
Description	Qty	Rate	Total
The terms of this agreement shall be from the date first signed until December 31st, 2021 unless either party with 30 day written notice, chooses to terminate services/contract.			
Mowing.....Mowing shall include trimming of grass and blowing clippings from sidewalks, porches, and driveways.	1	180.00	180.00
Description Of Property:		was \$155.00	
Frequency.....Mowing shall occur every 7(SEVEN) days when turf is actively growing, Inclement weather conditions may delay scheduled service.			
Quality.....All services by Rakestraw Lawn Care, shall be performed in accordance with accepted turf grass practices.			
Additional Services.....Additional services may be requested by client and shall be made part of this contract and shall be billed in addition to contract.			
Insurance.....Rakestraw Lawn Care, shall carry adequate Workman's Compensation Insurance for all personnel and shall carry General Liability Insurance.			
Billing will be preformed at the end of each month for services provided for that month. Payment is due by the 15th of every month or completion of job. Late fees will be applied if payment is more than 30 days late at a rate of 2% interest. Customer agrees to pay all Attorney's fees and any other cost incurred during collections. All court proceedings will be held in Floyd County VA. Additional requested work that is not listed on this estimate will be billed as a separate line item on bill at a rate of \$45.00 per man hour, \$125.00 per hour for equipment use, and material cost. If there are any questions please feel free to contact us at any time. Rakestraw Lawn Care, Inc. agrees to indemnify and hold harmless Floyd County from any and all claims arising from performance of this contract for the mowing season			0.00
Customer Signature: <u>Was \$40.00</u> Date: <u>\$100.00</u>			
Total			\$180.00

T.F.

Cindy Ryan

From: Durbin, Stephen V. <sdurbin@sandsanderson.com>
Sent: Friday, February 26, 2021 11:00 AM
To: Cindy Ryan
Cc: Jacob Agee
Subject: RE: Board requested changes to Recreation RFP

Good morning, Cindy and Jacob.

With regard to the background check provision, I have some heartburn about offering to conduct the background check on behalf of the vendor. First, I'm not sure that we actually have any authority to conduct a background check on a vendor's employees, I'd have to look into that, because typically you have to fit certain limited justifications for the background check--such as employers who have made a contingent offer of employment, or for a consumer who is seeking to lease real estate, and similar limited justifications. Second, even assuming that we have legal authority to do the background check on behalf of the vendor, I am concerned that if the County were to perform the check, it starts to look like we are setting up a joint employment relationship with the vendor's employee, rather than an independent contractor relationship. I could look into this further if there is a real desire to conduct the background checks by the County, but my suggestion at this stage would be to put the obligation on the vendor, and strike the language saying we can do the check for them.

As to the insurance provision relating to foodborne illness, we could simply add, in the same place where you have inserted the additional insured provision that "the policies of insurance required hereunder shall specifically cover injuries resulting from foodborne illness, and the Contractor shall provide evidence satisfactory to the County that the required coverage is in place."

If these two changes sound good to you, I would be happy to make them, although I have no concerns if you do that on your end as well. Whichever you prefer.

Finally, as to the additional insured provision, I think the Board's addition is probably OK, but the draft document I sent already states in Paragraph 11 that the liability coverage shall include the BOS and County as additional insured. I used to include the language in Paragraph 12, as the Board has proposed, but concerns were raised in the past by certain nitpicky construction contractors and engineers stating that we were going a bit beyond what we can really do, because technically we can't be additional insured on worker's comp or professional liability policies. That is why we separated it out under a "liability coverage" paragraph, so as to distinguish it from workers comp and professional liability. I have no problem with the proposed addition, but there are a few contractors out there who may raise a concern. You could always specifically exclude worker's comp and professional liability to address that.

Thanks,
Steve

Stephen V. Durbin
Attorney
Sands Anderson PC

concessionaire shall keep neat, clean and in a sanitary condition all premises and the surrounding areas used by him/her during the term of the contract. All refuse and waste materials created by the concessionaire's operations excluding that in seating areas shall be promptly disposed of after each event at the expense of the concessionaire. Waste foods will be kept in closed containers until removed from the playing field.

The entire area within the radius of twenty-five (25) feet of each stand, commissary and work area shall be kept clean and free from all rubbish. All obstructions shall be removed by the concessionaire.

The concessionaire must employ the necessary personnel before, during and after the hours of any event to comply with this provision. At the Recreation Park, the Department will furnish outdoor trash receptacles. The Department will be responsible for dumping the trash receptacles.

The concessionaire shall not permit any waste, injury or damage upon or to the stadium, playing fields or the equipment or appurtenances. At the expiration of the concession contract, the concessionaire shall leave the stadium and other facilities and their equipment in at least the same condition as that in which they were at the commencement of the contract, less normal wear and tear.

I. **Concession Employees**

Concession operator will complete a background check for each employee scheduled to work the food unit while on Floyd County property or at a Floyd County sponsored event. The concession operator agrees not to employ anyone who has been convicted of crimes against vulnerable persons, including children, the elderly or the disabled; crimes of dishonesty; or crimes using or threatening violence including, but not limited to the use, display or threat of a weapon.

Concession employees shall at all times reflect personal cleanliness. Concession employees shall at all times be polite and courteous in their dealings with patrons. Concession employees shall not unreasonably disturb or offend spectators or interfere with the program event in progress. The Recreation Department shall be the sole judge in the determination of such matters.

IV. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. **GENERAL REQUIREMENTS:**

11. Liability Coverage

Unless otherwise expressly excepted in the procurement announcement documents prepared by the County, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 12 "Insurance and Bond Requirements" set forth below and shall name the Board of Supervisors and the County as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' notice prior to cancellation or other termination of such insurance. The County shall be named as a co-insured on all such policies and evidence of such status as a co-insured shall be provided to the County prior to the time the contract is executed by the County.

12. Insurance and Bond Requirements

The Contractor shall maintain the following insurance to protect it and County from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

The Firm agrees to indemnify, defend, and hold harmless the County and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the County or its officers, agents, or employees, alleging damage or injury arising out of the acts or omissions of Firm or its agents and employees; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the County or its officers, agents, or employees.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable	Statutory limits
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.
Premises – Operations	\$1,000,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$2,000,000 Aggregate

Including:

Underground Hazard (U)
Explosion and Collapse
Hazard (XC)

Independent Contractors – County’s
Protective Bodily Injury Liability and
Property Damage Liability Combined

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Completed Operations - Products Liability
Bodily Injury Liability and Property
Damage Liability Combined for five (5)
years after payment

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Contractual Bodily Injury Liability and
Property Damage Liability Combined in
accordance with Agreement between County
and Contractor

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Personal Injury with Employee’s Exclusion
C deleted

\$2,000,000 Aggregate

Automobile Bodily Injury Liability and
Property Damage Liability Combined
covering all automobiles, trucks, tractors,
trailers, or other automobile equipment,
whether owned, non-owned, or hired by the
Contractor

\$1,000,000 Per Accident

Umbrella/Excess Liability

\$2,000,000 Each Occurrence
\$2,000,000 Aggregate

Professional Liability Insurance

\$2,000,000 Limit of Liability (When
applicable to the services to be provided
under the contract)

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.
- B. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.
- C. The policies of insurance required hereunder shall specifically cover injuries resulting from foodborne illness, and the Contractor shall provide evidence satisfactory to the County that the required coverage is in place.

7.9.

LEASE

THIS LEASE is entered into as of the ___ day of March, 2021, by and between **DOUGLAS R. PHILLIPS**, (“Landlord”) and **FLOYD COUNTY**, a political subdivision of the Commonwealth of Virginia (“Tenant”), upon the following terms and conditions.

WHEREAS, Landlord owns certain land, located in the Indian Valley Magisterial District of Floyd County Virginia, identified as Tax Map # 49-52C, containing approximately 10.13 acres (the "Property"); and,

WHEREAS, the Tenant wishes to lease from Landlord, and Landlord wishes to lease to Tenant that portion of the Property, abutting _____, and having dimensions of one hundred (100) feet by one hundred (100) feet as more particularly indicated on the map attached hereto as Exhibit A (the "Premises"); and

WHEREAS, as consideration for the lease of the Premises, Tenant is in agreement to invest significant sums in improving the Premises, including filling, compacting and grading the Premises, and Landlord agrees that such improvements constitute good and valuable consideration for the lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration as recited herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings specified herein:

1.1. **Premises**. “**Premises**” means that certain lot, piece or parcel of land described herein and as depicted in Exhibit A, which is incorporated herein by this reference.

1.2. **Term**. “**Term**” means the period from _____, 2021, (“**Commencement Date**”) through _____, 2031, unless sooner terminated as provided in this Lease.

1.3. **Rent**. “**Rent**” means One Dollar and No Cents (\$1.00), payable once yearly over the course of the Term.

1.4. **Tenant’s Permitted Use**. “**Tenant’s Permitted Use**” means to use the land for placement of solid waste, otherwise known as “greenboxes,” and recycling collection drop off containers for Floyd County residents, and for the filling, compacting grading and maintenance of the site, entrances, driveways, appropriate security fencing and any other such improvements as necessary to comply with any applicable laws and regulations concerning land use for this purpose; and other specific uses as allowed in writing by Landlord.

1.5. Landlord's Address for Notices. "*Landlord's Address for Notices*"
means:

Douglas R. Phillips
P.O. Box 497
Floyd, VA 24091
- - - (telephone)

1.6. Tenant's Address for Notices. "*Tenant's Address for Notices*"
means:

Floyd County Office of the County Administrator
Linda S. Millsaps
County Administrator
Floyd County
P.O. Box 218
Floyd, VA 24091
540-745-9300 (telephone)
540-745-9305 (facsimile)
lmillsaps@floydcova.org

With a copy to:

Stephen V. Durbin, Esquire
Sands Anderson PC
150 Peppers Ferry Rd, NE
P.O. Box 2009
Christiansburg, Virginia 24068-2009
540-260-3033 (telephone)
540-260-0022 (facsimile)
sdurbin@sandsanderson.com

ARTICLE 2 – LEASE OF PREMISES

2.1. Lease of Premises. Landlord, for and in consideration of the Rent and the covenants, conditions and agreements hereinafter described to be kept and performed by Tenant, does hereby rent, demise and lease the Premises to Tenant, and Tenant leases the Premises from Landlord, upon the terms contained in this Lease.

2.2. Term. This Lease shall continue during the Term, unless terminated as provided herein.

2.3. Extension Rights the parties may extend the term of this lease at any time by mutual agreement.

2.4. Rent. During the Term, Tenant shall pay to Landlord the Rent, in advance on the first day of each calendar year, without notice, demand, abatement, deduction or offset, in lawful money of the United States at Landlord's Address for Notices or to such other person or at such other place as Landlord may designate from time to time by written notice given to Tenant.

2.5. Acceptance of Premises. Tenant agrees to accept the Premises in "as is" physical condition as of the Commencement Date without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same).

ARTICLE 3 - USE OF PREMISES

3.1 Tenant's Permitted Use. Tenant shall use the Premises only for Tenant's Permitted Use and shall not use or permit the Premises to be used for any other purpose. Tenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to conduct Tenant's Permitted Use.

3.2 Compliance with Laws. Tenant shall not use the Premises or permit the Premises to be used in any manner that violates any applicable laws, ordinances, or regulations.

ARTICLE 4 – OPERATING EXPENSES

4.1 Utilities. No utilities are contemplated at this time. Tenant shall obtain Landlord's permission before installing any utilities on site.

4.2 Real Estate Taxes. Landlord shall pay real estate taxes on the Premises during the Term.

4.3 Services. Landlord is not obligated to provide any services to the Premises except as otherwise specifically stated in this Lease, and is not liable for any stoppage of, or interruption in furnishing, any services to the Premises.

ARTICLE 5 – MAINTENANCE AND REPAIRS

5.1 Landlord's Obligations. Landlord shall maintain and repair, at its cost and expense, any part of the parcel of land unoccupied or not a part of the Tenant's Permitted Use.

5.2 Tenant's Obligations. Tenant, at its sole cost, shall develop and maintain and keep in good repair and condition the Premises and site work described herein.

ARTICLE 6 – ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6.1 Landlord's Consent: Conditions. Tenant shall not make or permit to be made any alterations, additions, or improvements in or to the Premises, except for the site work described

herein. Tenant shall regularly inspect the Premises and prevent any accumulation of solid waste outside of the permitted containers.

6.2 Liens. Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep the Premises free from all liens.

6.3 Lease Termination. Upon expiration or earlier termination of this Lease, or any renewal or extension hereof, Tenant shall surrender the Premises to Landlord in the same condition as when the site improvements were originally installed, subject to reasonable wear and tear. All alterations shall become a part of the Premises and shall become the property of Landlord. Tenant shall remove the solid waste and recycling containers and any attendant property.

ARTICLE 7 – INSURANCE

7.1 Property Insurance. Tenant shall procure and maintain, at its sole expense, property and liability insurance protecting Tenant's fixtures, equipment and other property located on the Premises.

7.2 Liability Insurance. Tenant shall procure and maintain, at its sole expense, liability insurance applying to the use and occupancy of the Premises.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.1 Memorandum of Lease. Tenant shall have the right to record a memorandum of Lease evidencing this agreement, and Landlord agrees to execute same upon request for recordation.

8.2 Subordination This Lease, and the rights of Tenant hereunder, are and shall be subject and subordinate to the interests of (i) present and, subject to the conditions described hereinafter, future mortgages and deeds of trust encumbering all or any part of the Premises; (ii) all past and future advances made under any such mortgages or deeds of trust. Upon demand, Tenant shall execute, acknowledge and deliver any instruments reasonably requested by Landlord or any such Mortgagee to effect the purposes of this section;

8.3 Quiet Enjoyment. Provided that Tenant performs all of its obligations hereunder, Tenant shall have and peaceably enjoy the Premises during the Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

8.4 Estoppel Certificate. Tenant agrees upon not less than ten (10) days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate certifying to any current or prospective mortgagee such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee may require in connection with Landlord's financing.

8.5 Entry by Landlord. Landlord may enter the Premises at all reasonable times to inspect the Premises, exhibit it to prospective purchasers or any other reasonable purpose.

8.6 Notices. All notices shall be served personally or by registered or certified mail, postage prepaid, or commercial overnight delivery, addressed as provided herein for notices or as the parties may otherwise designate.

8.7 Entire Agreement. This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection with such leasing.

8.8 Successors and Assigns. Tenant may not assign or sublet all or any part of this Lease without Landlord's consent, which consent will not be unreasonably withheld or delayed. Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein shall bind and benefit the successors and permitted assigns of the parties hereto.

8.9 Governing Law. This Lease is governed by, and construed and performed in accordance with, the laws of the Commonwealth of Virginia without regard to any choice of law provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

TENANT:
FLOYD COUNTY

By: _____
(Printed) _____
(Title) _____

LANDLORD:
DOUGLAS R. PHILLIPS

By: _____
(Printed) _____
(Title) _____

Exhibit A

Plat