

AGENDA
BOARD OF SUPERVISORS
REGULAR MEETING
JANUARY 12, 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 [December 2, 2020](#); [December 8, 2020](#); [December 9-10, 2020](#); [December 17, 2020](#) and [January 4, 2021](#).
5. Approval of [monthly disbursements](#).
6. Delegations:
 - a. 8:45 a.m. – Mr. Chad Alls and Ms. Hope Estes, Floyd County Department of Social Services.
 - b. 9:00 a.m. – Public Comment Period.*
 - c. 9:15 a.m. – Mark Bolt, Building Official, [Reroofing maintenance building](#).
 - d. 9:30 a.m. – Constitutional Officers Reports.
 - e. 9:45 a.m. – Mr. David Clarke, Resident Engineer, Virginia Department of Transportation.
 - f. 10:30 a.m. – Dr. John Wheeler, Superintendent, Floyd County Public Schools.
 - g. 11:00 a.m. – Closed Session
 - §2.2-3711 A.1., Personnel – Discussion of prospective candidate for appointment;
 - §2.2-3711 A.5., Prospective Business – Discussion of prospective business or industry.
7. County Administrator’s Report.
 - a. [Subdivision plats](#) as approved by Agent for December 2021.
 - b. Authorize Acting County Administrator to execute [Community Development Block Grant #20-20-11 Floyd County VIDA Program Project](#).
 - c. Task Order between Floyd County and New River Valley Regional Commission for [Community Development Block Grant: Floyd County Scatter-Site Housing Rehabilitation Project](#).
 - d. Floyd County’s participation in the [New River Valley HOME consortium](#).
 - e. Resolution in opposition to any legislative effort to repeal or revise the Judicial Doctrine of [Qualified Immunity for Law Enforcement Officials](#).
 - f. [Request for a revenue supplement](#) in the amount of \$311,990.00 from federal sources and an expenditure supplement in the amount of \$149,230.00 going to Operation and Maintenance category for preparing, responding, and mitigating impacts of COVID-19 pandemic and \$162,760.00 going to Technology category in the FY21 School Budget.
 - g. Discussion of proposals received for financial and compliance audit services for the fiscal years ending June 30, 2021 through 2023.
 - h. [Discussion of current status of expenditures and balance in CARES money](#).
8. Old/New Business.

9. Board Member Time.

10. Adjournment.

*All persons desiring to be heard shall be accorded an opportunity to present written comments or oral testimony within such reasonable time limits as determined by the Board of Supervisors. Due to the public health threat posed by the COVID-19 coronavirus pandemic, current guidance by the Governor of Virginia and the Virginia Department of Health on social distancing and public gatherings, proper social distancing and protective measures will be observed at all times. Citizens who desire to provide public comment in person are asked to sit in designated spots as directed by staff until the citizen is invited to address the Board. The meeting will be streamed live via Internet. Any Floyd County citizen wishing to speak by phone may call County Administration at 540/745-9300 by 4:00 p.m. on January 11, 2021 and provide their telephone number and express their desire to provide comment by phone. Citizens who desire to provide public comment by phone will be called during the meeting. Any Floyd citizen can also provide written comments prior to the meeting and those comments will be provided to the Board of Supervisors, and entered into the official minutes of the meeting and summarized by the Chair or designee at the meeting for the benefit of the public. For detailed information, the public is directed to call the County Administration office.

**BOARD OF SUPERVISORS
DECEMBER 2, 2020**

The Board of Supervisors of Floyd County, Virginia convened at 7:30 a.m. on Wednesday, December 2, 2020 at the Office of their County Attorney, Sands, Anderson, in Christiansburg, Virginia and departed at 5:00 p.m.

PRESENT: Joe D. Turman, Chairman; Jerry W. Boothe, Vice Chairman, by call-in; W. Justin Coleman, Linda DeVito Kuchenbuch, Lauren D. Yoder, Board Members; Terri W. Morris, County Administrator; Steven Durbin, County Attorney.

The only item discussed during this time was interviews for the County Administrator's position, to be vacated December 31, 2020 by the current Administrator.

Joe D. Turman, Chairman, Board of Supervisors

Terri W. Morris, County Administrator

**BOARD OF SUPERVISORS
REGULAR MEETING
DECEMBER 8, 2020**

At a regular meeting of the Board of Supervisors of Floyd County, Virginia, held on Tuesday, December 8, 2020 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 DeVito Kuchenbuch, and Lauren D. Yoder, Board Members; Terri W. Morris, County Administrator; Cynthia Ryan, Assistant County Administrator, Tabitha Hodge, Operations Manager and Angie Ellis, Accounting Clerk to livestream and film the meeting.

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 Supervisor Coleman.

Agenda Item 3. – Pledge of Allegiance.

Chairman Turman led in the Pledge of Allegiance.

Agenda Item 4. – Approval of minutes of November 17, 2020.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Coleman, and unanimously carried, it was resolved to approve the minutes of November 17, 2020 as presented.

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

Agenda Item 5. – Approval of monthly disbursements.

Questions and discussion followed.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and unanimously carried, it was resolved to approve the December 2020 monthly disbursements and additional bills as presented.

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

Supervisor Turman – yes

Agenda Item 7.a. – Subdivision plats as approved by Agent for November 2020.

Ms. Morris – I will be happy to relay any questions or concerns regarding the November 2020 subdivision plats to Ms. Turman.

Agenda Item 7.b. – Appointment to Floyd-Floyd County Public Service Authority as the Town/County representative for a position beginning December 14, 2020 to December 13, 2024.

Ms. Morris – The Town was kind enough to advertise this Town/County position for us. I understand the incumbent was the only letter of interest received.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and unanimously carried, it was resolved to reappoint Mr. Rick Parrish to the Floyd-Floyd County Public Service Authority (PSA) as the Town/County representative for a position beginning December 14, 2020 and expiring December 13, 2024.

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

Agenda Item 7.c. – Pepper’s Ferry Regional Wastewater Treatment Authority Memorandum of Understanding (MOU).

Ms. Morris – This is the same MOU we have had with Pepper’s Ferry Regional Wastewater Treatment Authority for years and years. We don’t use them as much as we once did but we want to keep this in effect in case we do need to.

On a motion of Supervisor Boothe, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to approve the Pepper’s Ferry Regional Wastewater Treatment Authority Memorandum of Understanding and authorize the County Administrator to execute the MOU (Document File Number 1145).

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

Agenda Item 7.d. – Request from Sheriff to approve a one-time \$500 bonus payment effective December 1, 2020 for sworn positions in the Sheriff’s Office.

Ms. Morris – You have a request from the Sheriff to approve a one-time \$500 bonus for sworn officers. This directive comes from the State Compensation Board. They will fund their positions, but we have several County funded positions. The Sheriff is requesting funding from

his budget to take care of those. He indicates that he has enough in his budget to cover the bonuses for locally funded positions.

Supervisor Coleman – This item is regarding the Sheriff’s Office, of which I am an employee. The item would affect the entire department and not just me individually. Together we constitute a group of three or more individuals who are similarly employed by the Sheriff’s Office and similarly affected by the discussion. Therefore, the exception of State and Local Government Conflict of Interests Act section § 2.2-3112 A (i) applies to this situation and I am able to participate in this discussion fairly and in the public interest.

Vice Chairman Boothe – As a department head he has the authority to move funding around within his department. Please be sure to thank Sheriff Craig for keeping us informed of his decisions like this.

The Floyd County Board of Supervisors gave consensus for a one-time bonus payment of \$500 effective December 1, 2020 for sworn positions in the Sheriff’s Office.

Agenda Item 8. – Old/New Business.

Ms. Martin provided the current status on the new building at the Commerce Center and posed 3 questions to the Board:

- 1) There has been an update to the floor plan with an open area being made into a couple of offices;
- 2) The main floor will be about 13,392 sq. ft. and the mechanical will be up in the mezzanine directly above the offices to reduce wasted space;
- 3) Much of the mezzanine will be taken up with mechanical but there should be extra space that could be used for inventory or even become offices if needed;
- 4) It gets the space to around 16,000 sq. ft. at very little extra cost;
- 5) Right now, the proposed schedule if nothing goes wrong is:
 - a. Advertise for a contractor and inspector of services in February;
 - b. Interview and negotiate in March;
 - c. Sign contracts in April;
 - d. Mobilization and site work beginning at the end of April or first of May;
 - e. Actual building construction beginning in the fall;
 - f. We will have one year to complete the building construction according to the United States Economic Development Administration schedule.
- 6) Our first industrial subdivision will divide off parcel A where building 1 is and create a lot for a portion of the new road or driveway; the rest of the property will not be divided at the moment;
- 7) The first question is, “Do you have a preference for a road name for the new driveway?” The Floyd County Economic Development Authority (EDA) suggest Growth Center Drive but are open to what you recommend.

By consensus the Board agreed to allow the EDA to name the new driveway.

- 8) The next item are the sign locations – Thompson & Litton has proposed two sign locations. One for the whole Growth Center would be up at Commerce Center Drive

and would be 49' back from the edge of Virginia Department of Transportation's (VDOT's) pavement and 26' back from the front property line;

- 9) The other sign would be located along the other driveway and would be information about building 1.

Vice Chairman Boothe – If you put up the second sign and it is primarily for the one building and if you build another building you will either have to change that sign or prepare a new sign. I think I would do the one at the top and then let the company put one up on their property if they want one. It is really the EDA's decision.

Ms. Martin – That was what I was going to recommend. I think we can do without that second sign. The first sign at Commerce Center Drive would have slots for multiple buildings or tenants. It is roughly 7' wide and 6' tall.

- 10) The last question is regarding water and sewer availability fees from the PSA for building 1. When the Commerce Center was built, there was a parallel project to extend water and sewer to a subdivision. The County contributed \$92,000 to the PSA to meet their match obligation on a grant. The agreement was that the County would get 10 water and sewer connections in the future wherever and whenever they chose. To the best of Ms. Morris' and my recollection three of those prepaid water and sewer sets have been used to date – one for Hollingsworth & Vose Plant 2, one for the former Dreaming Creek Building and one for the Innovation Center. I would like to ask you to consider using one water and sewer set for building 1 which would save about \$8,000 in the budget.

Vice Chairman Boothe – I think that we should since that is what they are for.

Supervisor Kuchenbuch – I think we should. This seems to point out that there hasn't been a paper trail and we need to document what we have and use in the future.

On a motion of Supervisor Yoder, seconded by Supervisor Boothe, and unanimously carried, it was resolved to use one water and sewer availability set with the Floyd-Floyd County Public Service Authority for building 1 at the Floyd Growth Center.

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

Ms. Martin – I want to congratulate Ms. Morris on this capping off hundreds of Board meetings and her amazing service to Floyd County. I want to pass along word to each of you that businesses and self-employed people are very appreciative of the support you have provided to them through the CARES dollars. This last round, people told me they actually cried when we told them because of gratitude and relief. Things for the winter are looking bleak for many of them. Thank you very much.

Agenda Item 6.a. – Public Comment Period.

Chairman Turman read the handicapping statement and opened the floor for Public Comment.

Mr. Will Griffin, Courthouse District and Mayor of Town of Floyd – I am here at the request of Town Council to offer our congratulations and gratitude to Ms. Morris on her retirement after many years of service. We were thinking about it and we are pretty fortunate at the Town. Our front office, we love those two ladies and part of their ability to do their job comes from you as well. They both got their start under your umbrella. You did a fine job training them. We are very fortunate to have them, and we are very fortunate to have you in our community. We wish you the best.

Ms. Morris – Thank you very much. We didn't want to let you have them though.

Mr. Griffin – I know you didn't. We'll stop the pilfering now. On another note I serve as the Vice Chair of the PSA and I want to thank the County for the CARES money allotted for the water meters. That will be a big, big plus for the PSA. Thank you Chairman Turman and everybody. I wish you a happy holiday.

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

Agenda Item 6.b. – Constitutional Officers Reports.

Sheriff Craig stated that he had submitted a request for a \$500 bonus for sworn officers as approved by the General Assembly.

Ms. Morris – The Board has already approved your request.

Supervisor Kuchenbuch – Have you thought about your non-sworn employees?

Sheriff Craig – I think about them all the time. There are some other things that I will approach you about in the upcoming months. Through attrition, the way the Compensation Board works, and one soon to be vacant position which carries completely over; once we get close to the end of the budget cycle, I will approach you. It is easier to keep people here than having to keep retraining.

There is a ton of behind the scenes things that Ms. Morris has done for me and the Sheriff's Office. I was elected 5 years ago on my first term. On day one the majority of all the seniority retired. Literally I went from being 6 or 7 in experience to number 2 in experience and nobody to bounce things off. I didn't want to keep calling retired employees and Terri [Ms. Morris] stepped up. She was there to bounce things off. You have no idea how much I appreciate it. There were numerous times I stepped into her office and shut that door and asked for advice. She never steered me in the wrong direction, but she always looked out for the funds of the County too. Personally, I will truly miss you. I truly appreciate you and everything you have done for me. I cannot thank you enough. Enjoy yourself.

Supervisor Kuchenbuch – Thank you Sheriff Craig for always wanting to keep this Board informed on what you are doing. You don't have to do that, but the type of person you are is an open book and it is very gratifying to this Supervisor.

Ms. Morris – The Sheriff has helped us out by delivering masks in the community and items from New River Agency on Aging. It is teamwork.

Sheriff Craig – It really is. We all get along.

Agenda Item 6.c. – Public Hearing on Proposed Ordinance to Ensure Continuity of County Government in Response to the COVID-19 disaster.

Ms. Morris read the advertisement of the Public Hearing.

Mr. Durbin, County Attorney, provided an overview of the proposed Continuity of County Government ordinance which would largely accomplish the same measures as the previously adopted ordinance. Under the Code of Virginia Freedom of Information Act there is really only one way to vary from the standard provisions and that is during a declared emergency or disaster in which Board members can meet remotely without being physically present but that is only to respond directly to the disaster. That is too limiting. I don't think it was ever envisioned that we would have a pandemic quite like we are where actually meeting together sometimes and, in some circumstances, may serve not to respond to the pandemic but to worsen the pandemic. This is designed to give you some freedom to continue the operations of local government. We are seeing a spike nationwide and it may become necessary sometime in the near future to alter your current meeting procedures. It is recommended to have this in place just to give you that ability. The one passed in May can only stay in place 6 months at a time. Not only does this allow you to adopt alternative meeting procedures and delay certain actions if necessary due to the pandemic, it also delegates authority to constituent bodies to do the same. Hopefully before this ordinance elapses there will be no need for another one.

Vice Chairman Boothe – Three months from now if we no longer need it, we can rescind the ordinance and resume normal practices.

Chairman Turman opened the Public Hearing for public comments.

Hearing no comments, Chairman Turman declared the Public Hearing closed.

On a motion of Supervisor Coleman, seconded by Supervisor Yoder, and unanimously carried, it was resolved to adopt an Ordinance to Ensure Continuity of County Government in Response to the COVID-19 disaster (Document File Number 1146).

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

Agenda Item 7.e. – Approval of resolution to appropriate the third quarter of the approved FY21 budget.

Ms. Ryan – Basically this is the same request from last quarter, but last quarter you approved a one-step increase for all County employees beginning December 1. This quarter’s resolution appropriation includes a budget transfer from contingency in the amount of \$10,147.89 to continue the one-step increase for the third quarter – January through March 2021.

Supervisor Yoder – I am assuming that at the end of the year we will have to take that out of contingency to make it work?

Ms. Ryan – When you approve this resolution you are including that budget transfer from contingency. I am making the request as we appropriate each quarter, so we have a good idea where our contingency stands.

Supervisor Kuchenbuch – What is left in contingency now?

Ms. Ryan – I did not run that report, but we made transfers out of contingency for PSA’s valves and for the one-step increase for County employees for the month of December.

Supervisor Kuchenbuch – Would you please provide us with the contingency balance?

Ms. Ryan – Yes, I will do that.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to approve a Resolution of Appropriation for the third quarter of FY21 in the amount of \$9,224,807.50 and a budget transfer of \$10,147.89 from contingency to appropriate line items to continue a one-step pay increase for County employees for January 1, 2021 – March 31, 2020 (Document File Number 1147).

Supervisor Boothe – yes

Supervisor Coleman – yes

Supervisor Kuchenbuch – yes

Supervisor Turman – yes

Supervisor Yoder – yes

Agenda Item 7.e. – Discussion of Legislative Recommendations for the 2021 General Assembly.

Ms. Morris – I added the items you discussed last month. Are there other items you thought of since then that you would want to add? We can try to schedule the legislators to come in January if you so desire or we can just send this to them.

By consensus the Board requested that Delegate Rush and Senator Suetterlein be invited to the January meeting either in person or virtually.

Supervisor Coleman – I do not see in here the item I mentioned about second amendment issues.

Ms. Ryan – From typing the minutes, you proposed and asked for Board feedback, but nobody responded. I wasn't sure that there was consensus for that one.

By consensus the Board agreed to add under General Government, "Floyd County requests that the General Assembly respect Second Amendment rights."

Ms. Morris – Did you feel that the wording for qualified immunity for the Sheriff's Offices was strong enough?

Supervisor Coleman – Have you had a conversation with the Sheriff about it?

Ms. Morris – Not in a little while. He might have some different wording.

Supervisor Coleman – He may.

By consensus the Board approved the Legislative Recommendations for the 2021 General Assembly.

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

Mr. Clarke provided construction and maintenance updates:

a. On the maintenance side –

Pothole patching	We got to Black Ridge Road and Canning Factory Road.
Milling	Scheduled on Rt. 8 South.
Ditching and shoulder repair	Good Neighbors Road and Gallimore Road.
Patching	Sawmill Road and Indian Valley Road.
Weather events	Flooding and snow.
Road naming	We have the approval to do that, but we will need a resolution from the Board.

b. On the construction side –

6 Year Plan	Finished Quesenberry Road. We are doing preliminary work on Ponderosa Road. We are having a few right of way issues.
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Supervisor Yoder – Thank you. I was talking to a landowner on Boothe Creek Road about all the pipe repairs done there. It had major issues with road washouts after some of the floods. They did some big work there which held up after the last flood. He communicated to

me that he was very thankful for the fix there. I received several complaints about Goose Creek Road. People have told me that it is pretty bad. I appreciate everything you all do.

Supervisor Kuchenbuch – Goose Creek Road would probably be good to check each time we have a flooding event. There are culverts that have been sitting there since the major washout that should be removed. On White Oak Grove Road on the side of the road going towards Carriage Road, it looks like a whole section of the road is going to fall off. There is a large tree hanging over Sunny Ridge Road. I know we don't have a bucket truck, but it really needs to come down. There are two potholes on Dobbins Hollow Road. Thank you for all the work on the flooding. Please send an email to me explaining what is going on at Brush Creek Bridge on Old Pike Road.

Supervisor Coleman – Thank you for your research on a couple of projects. Thank you for Quesenberry Road which looks great and the naming projects. I will share those with the rest of you when it gets a little bit closer. I have two minor things. On White Rock Road near the intersection with Dulaney Road there is a lot of runoff. Dulaney Road is a gravel road and the gravel is going onto White Rock Road and settling and causing a hazard. On Indian Valley Road going toward Montgomery County up from White Rock Road, there is either a ditch that needs cleaning or a spring that has developed. Water is running across both lanes of the road. At this time of the year it can turn to ice. It is in a curve right beside Indian Creek. I appreciate all the work that has been done. I hope everyone has a Merry Christmas.

Vice Chairman Boothe – I, too, want to thank you for all the work that has been done. I especially want to mention the work they are doing at the Baptist Church to get water drained off. I think it will be a great help. I want to remind you that they still haven't painted and taken the parking spaces away at Milestones. Those need to be done. If we are not going to remove the part of the handicapped parking space at the Courthouse, then we need to line off the parking space beside it. Right now, if a handicapped person pulls in, they have trouble getting out. Can we at least line it off with tape or whatever so they can get in and out of a vehicle? I wish everyone a Merry Christmas and hopefully a safe winter.

Chairman Turman – In my district I still have people who want to know if they can get their roads machined. On Quesenberry Road people are really thankful for it, but there is one person who said a section is like going over a rumble strip.

Mr. Clarke – That loose stone should work itself out. The same thing happened on Diamond Knob Road.

Chairman Turman – Most people have told us they really appreciate it. I appreciate all of your hard work and wish you a Merry Christmas and Happy New Year.

Agenda Item 7.g. – Discussion of uses of CARES [The Coronavirus Aid, Relief, and Economic Security Act] money.

Ms. Morris – We think we have everything listed on the requests that we have received. You will see that we have \$558,000 left for distribution. One thought we had was if you wanted

to do another hazardous duty payment to those who received it before, and I would like to add Solid Waste employees this time.

Supervisor Kuchenbuch – Can we?

Ms. Morris – The auditor has said they can't tell us not to do it. We will document it very well. I saw in the Town Council meeting the other night that they were giving hazardous duty pay to all of their employees, even their office folks. They have agreed that if it is not approved, they will take it from their budget.

Supervisor Yoder – That is the real risk that we are taking. We will have to take it out of contingency if it is not approved. With Solid Waste I agree.

Ms. Morris – I really think that will be approved. They are in more contact with possible COVID exposure than the deputies. In Recycling you touch every piece of everything that comes through there. Ms. Ryan has calculated the cost.

Supervisor Kuchenbuch – What is the cost?

Ms. Ryan – If we were to pay hazardous duty pay to Solid Waste employees from March through December 2020 plus September through December for the employees who received it previously, it will be about \$225,000.

Vice Chairman Boothe – I need to make a statement for the record: Today's discussion involves the utilization of certain CARES Act or other funds for the benefit of small businesses and self-employed citizens of Floyd County. I am currently self-employed and conduct business as Jerry Boothe Hardwood Flooring and we also have a farming operation and such employment results in annual income in excess of \$5,000. However, because a large number of County citizens are also self-employed, any interest I would have in the CARES Act program under discussion would be the same as other County citizens who are self-employed, and together we constitute a group of three or more individuals who are affected by the transaction in question. Therefore, in this situation, the exception to the Virginia State and Local Government Conflict of Interests Act, VA Code Section 2.2-3112(b)(1) applies to this situation. In accordance with that section, I hereby declare that I am able to participate in this discussion and voting on this topic fairly, objectively and in the public interest.

Supervisor Kuchenbuch – I affirm the same statement. My businesses are Linda DeVito, Realtor with Blue Ridge Land and Auction and also Maple Spring Christmas Tree Farm.

Supervisor Yoder – I make the same declaration. I have an LLC as Lauren and Chelsa Enterprises. I do heating and Chelsa does photography plus my farm.

Supervisor Coleman – I make the same statement. I have a small farming operation under my name. I just started Freedom Arms LLC but have not made any income with that business.

Chairman Turman – I make the same statement. I own Sugar Tree Farm-Beef Cattle and I own Sugar Tree Farm Auctions.

Ms. Morris – I am not aware of any other requests. We have made one payment to the Task Force for \$100,300. They are not planning on spending the entire amount of money. We are going to do a food distribution through the Task Force. They did one Friday in Giles County. I have not had a chance to talk to their County Administrator to see how it turned out. They were expecting a big turnout. I talked to Plenty! and we want to do it with them in January. I asked about doing something in December, but I have not heard anything back from her.

Supervisor Kuchenbuch – I really think there is hunger in this County and a lot of it. It is not just food insecurity; people are hungry right now. I believe that we need to figure out a way to feed people, to help them in some way with their heating, electricity if we can. There are people in a bad way. I don't know how we can manage to make this work, but as much as we are helping people with their businesses I think there are so many people right now who are living on the edge from COVID.

Vice Chairman Boothe – I don't think we have time with this, but if we get the next round of money that they are talking about, Social Services has their heating and air program. Doesn't Community Action also have some type of program? We could actually divert funds to those two programs to help at least on the heating part. They only have a certain amount of money and they spread it out as evenly as they can. It may not pay somebody's whole bill, but it may pay a quarter of it. If we could add to that, I think that would do what you are talking about on the heating part.

Ms. Morris –The Director of Plenty! said they usually serve about 110 for their food distribution. Maybe we could add some extra things to that like a turkey or a ham or something special for the holidays. I haven't heard back from her yet.

Supervisor Yoder – My thought is maybe that there is a two-way win. For full disclosure I am farming but I don't want anything out of it. There are people in the County who are selling things. I wonder if there might be a way to work with food banks and with the farmers, so it is a win-win where we buy directly from them in the County.

Vice Chairman Boothe – It could help the business and the people at the same time.

Supervisor Yoder – Next week I have some dates with my USDA processor for meat. Maybe we could even go so far as buy animals from a farmer and have products come back to go right to Plenty! and other food banks.

Vice Chairman Boothe – That comes back to our cold storage venture. Even if places wanted to take this on, they would need more freezers. Could CARES money be used to provide storage for the meat and produce?

Ms. Morris – Do you have a dollar amount in mind to put toward that?

Supervisor Yoder – Do you think this would qualify – the food and storage space?

Ms. Morris – I'm not sure about the freezers but we'll check on that.

Vice Chairman Boothe – I wouldn't be above us paying for the freezers out of contingency if it is necessary to feed people.

Ms. Morris – I would suggest that we not put all of our money towards this in case there are other things. How about \$200,000?

Vice Chairman Boothe – How about up to \$200,000?

Ms. Morris – Our problem with the freezers is buying them and getting them here before December 31.

Supervisor Yoder – There is a potential that we will have to call a special meeting in December.

Chairman Turman – I like the up to \$200,000 because it gives us wiggle room.

By consensus the Board of Supervisors agreed that CARES money would be used for hazardous duty pay for Emergency Medical Services employees, Emergency Service employee, sworn officers in the Sheriff's Office and Solid Waste employees so that all will have received the pay from March through December and up to \$200,000 for food and associated costs to store and deliver the food to food banks for distribution to County residents.

Supervisor Kuchenbuch – I just want to talk to all of our citizens. There are so many who are not comfortable asking and they are in a situation right now...this gets emotional for me because there are so many that have found themselves in a difficult time through no fault of theirs. They are not used to or are uncomfortable with and they are very proud. I know if I were in the same situation it would be very hard for me to ask for a Christmas turkey or a ham. I don't know that I could do it. I just want people to know that we are here thinking about this because we want you to not go hungry. We are here. I don't mean to get emotional, but this is very difficult. It is very difficult times for folks.

Vice Chairman Boothe – I think we have done a lot to help businesses so far. We talked about doing a payout to citizens but that was stopped by the federal government. I think if this next round comes out, I think we may be able to do more for the individual. I know helping businesses is all in the same pyramid, but maybe gear more toward individuals, at least at first.

Supervisor Kuchenbuch – That is the problem...it has to be within the guidelines. I know the guidelines are there for a reason.

Ms. Morris – Part of the problem is the short timeframe.

Vice Chairman Boothe – A lot of it is the terminology, the language you use to get something to qualify.

Supervisor Yoder – I want to ask about firewood because a lot of older homes in the County still heat with wood.

Ms. Morris – We will check on that. Thank you for all of the good ideas.

Agenda Item 7.h. – Appointment of Acting County Administrator effective January 1, 2021.

Ms. Morris – You need to appoint an Acting County Administrator effective January 1 in order to be able to execute documents and take care of things. I discussed with you some additional pay for some of the staff members.

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and unanimously carried, it was resolved to appoint Cynthia Ryan as the Acting County Administrator effective January 1, 2021 and to approve the salary adjustments for staff as previously discussed with the County Administrator.

Supervisor Boothe – yes

Supervisor Coleman – yes

Supervisor Kuchenbuch – yes

Supervisor Turman – yes

Supervisor Yoder – yes

Agenda Item 6.e. – Mr. Scott Wickham, Partner with Robinson, Farmer, Cox Associates, PLLC.

Mr. Wickham handed out and discussed the highpoints of the FY21 Financial Statements and the Audit Presentation:

- 1) Pages 2-4 of the Financial Statements has the Independent Auditors' Report, which is the opinion on the County, School Board, and EDA and it is a good clean unmodified opinion. This means that we feel the numbers presented are accurate. There is one additional paragraph in there this year for restatement of beginning balances. The School Board had some savings on one of their capital leases and amended their agreement which caused the beginning balances to need to be restated.
- 2) Page 5 has Management's Discussion and Analysis which is prepared by the County Administrator and Assistant County Administrator. It provides a good overview of the entire financial statements.
- 3) Page 15 Exhibit 1 displays the Statement of Net Position with full accrual accounting, which is more comparable to business accounting. The negative balance for the School Board is common for school boards across the State and it is caused by a calculated liability for teachers' pension.
- 4) Page 17 Exhibit 3 is the Balance Sheet with the focus on the County using modified accrual accounting with a short-term view on cash and short-term receivables and payables. The item to look at is the unassigned fund balance and the County has \$7.1 million. You had a big increase in fund balance in total, but \$10.3 million is from unspent bond proceeds for projects.
- 5) Page 19 Exhibit 5 is the Income Statement with the focus on modified accrual accounting. Revenues were less than expenditures by \$3.3 million which is because

- of expenditures for capital projects. Most of that was spent from the restricted fund balance.
- 6) Pages 128-129 is the Government Auditing Standards report, which is the report on all the testing required to be done by the state and federal government to meet auditing standards. We have the same two findings we had in the prior year. Staff worked hard to get the journal entries correct for us when we show up. We see an improvement each year, but there were more challenges this year with the COVID pandemic and the information technology emergency. It was tougher than ever. It was in pretty good shape, but I had to propose some material adjustments. The other item is lack of segregation of duties in the Treasurer's Office. There is not sufficient staff to have checks and balances.
 - 7) Page 130 Internal Control over Compliance is the testing on federal programs. This is a good opinion. There were no items noted there. All the testing came back clean.
 - 8) Pages 132-133 provides a summary of the federal funds from the various agencies, including expenditures related to COVID-19 funding.
 - 9) Page 2 of the Audit Presentation shows a 5-year trend summary:
 - a. The increase in property taxes is about 4% per year.
 - b. There is an increase in intergovernmental federal funds and a lot of that is driven by increased Children's Services Act (CSA) cases.
 - c. Administration expenditures increased by 11% over the period. This year a lot of that was because of the information technology repairs to fix that issue.
 - d. The large health and welfare percentage increase is due to the rising number of cases in both CSA and Social Services.
 - e. The increased percentage in community development was from beginning capital projects.
 - f. Overall, there was a 7.65% increase in expenditures which is higher than usual but the increase in cases is out of your control and the capital projects you had planned.
 - g. Debt service increased by 4% per year which is comparable to the general property tax increase.
 - h. Fund balance increased by about 23% which is inflated because of having bond money on hand at the end of the year.
 - 10) Page 3 shows the unassigned fund balance as a total percentage of operating expenditures. You have 18.1% and the Government Finance Officers Association recommends a minimum fund balance of 2 months or 16.67%.
 - 11) Page 4 shows trend information on your tax assessment. The 10-year trend is pretty flat.
 - 12) Page 5 shows a summary of debt beyond your bonded debt. It includes the net pension liability and group life liability. You have increased your debt in the last couple of years, but it is still below the state average.
 - 13) Page 7 shows in pie charts the source of your revenues and the categories of expenditures.
 - 14) Page 8 cash investments for FY20 does not include the bond proceeds.
 - 15) Page 9 is trend information for the School Board. The sizeable decrease in charges for services is because school meals are free this year. There was an increase in federal funds to offset some of that.

- 16) Page 11 expenditures per capita compared to the state average you are well above the average in all categories. The FY19 state average is \$1,681 per capita for total expense for schools and you are still below that average.
- 17) Page 12 shows how significant an estimate the net pension is. The amount reported in your books is the 6.75% estimate that Virginia Retirement System will earn each year. Sometimes they do better than estimated and sometimes they do not do as well. This year they reduced their estimate from 7% to 6.75% which led to an increase in the liability of about \$600,000 for the County and more than that for the Schools.
- 18) Page 13 shows similar information for group life and for the School Board health insurance credit as well.
- 19) Pages 14-15 lists upcoming pronouncements but most of these have been delayed due to COVID.
- 20) Pages 16-17 are an independent accountants' report we send to the state on your census data in the Virginia Retirement System. You had no issues.
- 21) Pages 18-19 has audit recommendations. The main one is reconciling the Bright accounting system and Thomas Brothers LASER system monthly. There is also a recommendation for Recreation procedures.
- 22) Pages 20-22 discuss the process of the audit. It went very well. Your staff worked hard to have everything ready for us ahead of time. We tried to work remotely as best as we could in the spring. That was a challenge and then you had an information technology challenge. The overall audit process went well. The County was in a good position financially as of June 30, 2020.

Supervisor Kuchenbuch – How is your firm positioning itself for COVID-19's expenses?

Mr. Wickham – That is a great question. The partners in our office have met several times. We have had many email exchanges with partners in other offices. At this point today, there is still no audit guidance for CARES money. We were told in August that it would be early September; then we were told it would be October and now we are told soon. For audits so far we have used the same guidance you have and tried to interpret that. We are hoping that the guidance that comes out will be more detailed and technical and provide us with what is allowed and not allowed, but I don't know if that will be the case. It will come from the Office of Management and Budget which is different than the Department of Treasury which issued the original guidance. They could be completely different. I hope they are similar. When asked by localities if particular things are allowable, our general response is, "Does it seem to meet the requirements, particularly when you have multiple people in the group who have read the guidance and they feel it is eligible and then document the reason for the decision. That makes us feel that the process was done correctly.

Vice Chairman Boothe – Overall did you see anything that is in compliance, but gave you concern?

Mr. Wickham – The process of getting the right procedures in place for Recreation, since that is a new operation for you. But no, nothing concerning essentially. I think everything worked out very well this year.

Agenda Item 6.f. – Mr. Steve Durbin, County Attorney with Sands Anderson.

- Discussion of Floyd County Code Section 62-31 – Vision sight distance requirements; setbacks.

Mr. Durbin – Since last month I had a chance to look at the Code and your subdivision agent has had a chance to look at some examples and practical considerations.

Ms. Karla Turman, Floyd County Planner – I know you want to get the regular setback in the Code to match the subdivision ordinance. From what I understood from the discussion, it would be measured from the public right of way. In the subdivision ordinance it is measured from the public right of way. Mr. Bolt wanted to know where to measure the regular building setback and whether it relates to private roads. In the discussion there was a mention of the setback possibly being measured from the center of the road or the center of the right of way. Ms. Martin and I discussed this. There may be an issue with that depending on where the road is and how wide it is. Route 8 at Storkers Knob Road has approximately 76' to 80' wide right of way. If you measured the 35' from the center of the right of way, you would still be in the right of way. If it were a subdivision, they could not do that. We have several areas along Route 221 and Route 8 where the right of way is larger than 50'. In those areas the setback could still be in the right of way. We would ask you to take that into consideration when you talk about where to measure from. The center of the road is not always in the center of the right of way. Before your last meeting it was measured from the edge of the pavement, which is better than the center of the road. If you want to do it from the center of the road you could possibly do it in stages if the right of way is larger than 50' wide. Right now, in the subdivision ordinance if it is a 35' prescriptive easement it has to be 60' from the center of the road, which would be the property line for a prescriptive easement. But if it is a 35' right of way that is not a prescriptive easement then it only has to be 35' from the property line. This is confusing to people with different requirements if a property is going to be subdivided or not. The subdivision ordinance committee has been working on this. If the subdivision ordinance committee were to recommend private roads, then we would also need to discuss whether there would be a setback off that private road and that could change the other ordinance as well.

Mr. Durbin – In addressing the problem of measuring from the centerline from a legal standpoint you probably could do that and have your ordinance be valid, but I think it would be impractical to do that for the reason that Ms. Turman explained. When a 35' setback from the centerline is still within the right of way it is like there is no setback at all. The enabling legislation §15.2-2279 has two clauses that are worded differently. The first clause states, “Any locality may by ordinance regulate the building of houses in the locality including the adoption of off-street parking requirements, minimum setbacks and side yards and the establishment of minimum lot sizes.” There is no limitation on the language for houses. You might be able to measure from the center line and make the setback 75' or wherever you wanted to draw the line. But you would be limited for houses. When you go to the second clause that is your authority for other buildings. That clause provides, “Any locality may by ordinance require that no building be constructed within thirty-five feet of any street or roadway...” I really see that 35' limitation as the maximum setback that you can adopt for buildings. You are in the situation of potentially adopting different standards for buildings as you would for houses. You can measure from the edge of the finished road surface or the edge of the right of way. My recommendation for consistency is to measure from the edge of the right of way. And if you feel that 35' is too

much you can do less than that. The subdivision agent is measuring from the edge of the property.

Discussion was held as to whether the ordinance should be changed to address distance from edge of right of way or edge of finished road.

By consensus the Board asked Mr. Durbin to draft a definition for road that includes to measure from the edge of a finished road and eliminates private roads. They requested that he bring this definition back for the January meeting.

Ms. Turman – Ms. Martin asked me to ask if you approved the placement of the sign for the Floyd Growth Center, which is 20’ off of the right of way. It will fall under the direction Mr. Bolt was given for measurement. She wanted confirmation that the placement was still okay.

The Board stated that the placement was still okay, and a variance could be requested if necessary.

– Closed Session § 2.2-3711 A.7. and § 2.2-3711 A.8., Consultation with Legal Counsel Pending or threatened litigation and specific legal matters and § 2.2-3711 A.1. Personnel.

On a motion made by Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to go into closed session under § 2.2-3711 A.7. and § 2.2-3711 A.8., Consultation with Legal Counsel Pending or threatened litigation and specific legal matters – Update on pending opioid litigation, update on tax assessment litigation, discussion on possible enforcement of Solid Waste ordinance and § 2.2-3711 A.1. Personnel, Ongoing search for County Administrator.

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

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

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

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, 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.7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. and § 2.2-3711 A.8., Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. and § 2.2-3711 A.1. Personnel, Discussion, consideration, or interviews of prospective candidates for employment 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 in 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 – yes
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman – yes

This certification resolution was adopted.

– Training session with the Board.

Mr. Durbin provided a brief training on Board and Administrator duties:

- 1) 15.2-1401 provides the powers of the localities are invested in their governing bodies and any action that can be taken under this section must be a majority vote of the governing body;
- 2) Exceptions are planning done through the Planning Commission or some other specific statutory carve out;
- 3) There is immunity for members of Boards of Supervisors for any action arising from the exercise or failure to exercise discretionary or governing authority of the governing body;
- 4) Immunity does not apply to intentional misconduct or gross negligence; it does not apply to federal law such as employment decisions for discrimination, Americans with Disabilities Act, etc.;
- 5) The best practice to avoid individual concerns is to adopt good general policies and then delegating administrative decisions to the County Administrator;
- 6) The County Administrator by Code is the Chief Administrative Officer;
- 7) It is not mandatory in the traditional form of government which Floyd County observes, but almost every locality has at least a part-time County Administrator;

- 8) If a County Administrator is appointed, then 15.2-1541 applies and outlines those duties;
- 9) This section states that the chief administrative officer of a locality shall be the administrative head of government responsible to the governing body for the proper management of all affairs of the locality;
- 10) Basically, the Board sets policy and the County Administrator implements their policy;
- 11) Specifically, the duties are:
 - a. See that all ordinances, resolutions, directives and orders of the governing body and all laws of the Commonwealth required to be enforced through the governing body or officers subject to the control of the governing body are faithfully executed;
 - b. Make reports to the governing body from time to time as required or deemed advisable upon the affairs of the locality under his control and supervision;
 - c. Receive reports from, and give directions to, all heads of offices, departments and boards of the locality under his control and supervision;
 - d. Submit to the governing body a proposed annual budget, in accordance with general law, with his recommendations;
 - e. Execute the budget as finally adopted by the governing body;
 - f. Keep the governing body fully advised on the locality's financial condition and its future financial needs;
 - g. Appoint all officers and employees of the locality, except as he may authorize the head of an office, department and board responsible to him to appoint subordinates in such office, department and board;
 - h. Perform such other duties as may be prescribed by the governing body.

Mr. Durbin – The County Administrator serves the entire Board. The Board only acts officially through majority vote and duly help public meetings. In best practice, communications should be with the entire Board when practical unless it only involves a specific member of the Board.

Ms. Morris – I think we found out this year that sometimes there are things that the County Administrator can't tell you...if we are under a State police investigation and there were things that I wasn't being told either. That was pretty tricky.

Mr. Durbin – Sometimes there are things that need to be shared with the Chair specifically.

Chairman Turman – This past year there were issues that were only to be shared with the County Administrator and Chairman.

Mr. Durbin – In the traditional form of government when no County Administrator is appointed, the Board serves as the administrative body and has the legal authority to act as administrator in any gap period. In addition to being the presiding officer, the Chairman shall be the head of local government. In the event there is no chief administrative officer designated, it shall be the duty of the Chairman to see that the functions of the County Administrator are carried out if the governing body has not acted otherwise.

Supervisor Yoder – When we hire a new County Administrator, at that time can we go ahead and delegate the duties to the Assistant if for some reason the County Administrator was unable to serve for a time?

Mr. Durbin – That is in your good judgement.

Supervisor Yoder – With COVID going on, I am concerned about us not having immunity from HIPPA [Health Insurance Portability and Accountability Act] violations.

Mr. Durbin – You would have to be covered by HIPPA and it is a fairly narrow scope, health care providers, insurers, business associates of those covered by HIPPA. My advice is to not disclose any medical information even though you are not covered by HIPPA.

Supervisor Yoder – If we have to close the office because some employees have tested positive for COVID, how do I reply if a citizen asks why the office is closed? Some of the offices only have 1, 2, or 3 employees.

Mr. Durbin – Reply that the office is closed for safety reasons during the pandemic and do not provide any details as to who was exposed. Just state that COVID precautions require us to take this action. The reason I am being careful, like Conflict of Interest Act, some actions are not a violation, but there is still the public perception of a conflict. This situation is similar.

Supervisor Kuchenbuch – It would be good for the County Attorney and Ms. Ryan to work on a statement that can be emailed to the Board and other employees to use when asked about office closures.

Mr. Durbin – This goes back to the importance of acting with a unified voice and we are operating with the same information as quickly as possible.

Agenda Item 9. – Board Member Time.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to approve a Proclamation of Retirement for Ms. Terri Morris (Document File Number 1148).

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

Chairman Turman – We don't want to see you leave. You know that. We have all voiced our opinion 100 times. We will miss you that is for sure.

Supervisor Yoder – I just want to tell Ms. Morris how much I appreciate her. I know when I was first elected, I replaced one of your best friends and someone you served with for a long time. I really appreciate the professional way you helped me to get established in my role here. You have been a friend and a great, great counselor to this Board. You have been a help in

so many areas, whether it be budget or personnel. You have served in so many roles so efficiently. I got to thinking about it today when I was driving in and you probably trained me at Slaughters when I worked there. You have probably trained me twice. I want to express how much I really do appreciate it and I think I speak for the County as a whole and how much they appreciate you.

Supervisor Kuchenbuch – I also reiterate some of the things we said when you announced your retirement. Your dedication to this County goes way beyond just a Monday through Friday job. Your years of service and sacrifices have not gone unnoticed. I know the years ahead hold so many amazing things for you. I hope you will embrace them with the dedication and the level of commitment that you have done here for the 36 years you have been in this office.

Supervisor Coleman – As a newly elected person, you received me with open arms. You provided needed support. You made me feel like I could ask and not be criticized for asking. The instruction and guidance you gave me was more valuable than the New Supervisor training. Just the memories I have of being an employee of the County when you were the Assistant County Administrator, for some reason it sticks out in my mind, I always had questions about insurance. Whether by email or in person, with additions to the family you always provided answers with precision. I appreciate all your hard work for our community, the County, and personally. I appreciate what you have done. I wouldn't be where I am at now, almost 3 years into my first term. Thank you. I mean that.

Vice Chairman Boothe – I reflected my feelings to Ms. Morris. She has been here the entire time that I have and some. I have said it before, there are many times I would not have gotten through without her guidance and her insight. It has been appreciated. She has made a lasting impression on this County that is positive. As I've said before, many generations ahead will feel that positive effect.

Chairman Turman – I remember when Ms. Morris came to work. I was working at the Sheriff's department. Over the years she has answered questions for me. My wife, Mary, and I were talking on the way home last night. She was the Treasurer and you and she worked well together. You were able to keep the County going. Everybody is saying, "We will never be able to fill your shoes." There is 30 some odd years of knowledge going out the door. It is going to be hard to catch up. The next person may not be filling your shoes, but they have a lot to learn of what you are taking with you.

Ms. Morris – I really don't know where to start to express my gratitude for the honor of working for this County for this long. Even though there were some days when I wanted to pull my hair out, all in all it has been a good run. I counted up a while back and I've worked with 23 different Supervisors and 5 different County Administrators. I have to say I respected and appreciated each and every one for the difficult job they had or still have. I've learned from each of them. I had someone ask me a few weeks ago what one of my most memorable experiences has been since I've been here. There have been so many that I've threatened to write a book one day. One that I do remember well...it was when our office was still at the Courthouse. There was a lady who came in one day and she was so angry, so irate, just screaming at the top of her lungs at us about the smell from a chicken farm. We needed to do something about it. We tried to get a word in edgewise and we could not. She finally got so mad that she dropped a whole

grocery bag of chicken parts on our floor. Our secretary at that time just about lost her lunch. After we finally got a word in, we told her that chicken farm was not in this County and there wasn't anything we could do about it. She proceeded to leave our office with the chicken parts still on the floor. That was a memory. As I've told you all many, many times you have an amazing staff here now. I have full confidence in all of them that they will continue their dedication and keep it a good place. Thank you.

Chairman Turman – Every time I have come into this building, every one of them has been working. They are always at their desk working. They are so quiet I accuse them of being mad at each other.

Vice Chairman Boothe – I just have one question. Did Wister or Hamilton have to clean it up?

Ms. Morris – I think I did it, I believe.

Vice Chairman Boothe – Of course.

Supervisor Yoder – Ms. Morris was always cleaning up the messes of others.

By consensus the Board of Supervisors agreed to pay Ms. Morris for her accumulated annual and sick leave at an amount previously discussed.

Agenda Item 10. – Adjournment.

Chairman Turman – I will announce that we will be meeting within 15 days at an undisclosed location for interviews of prospective applicants for the County Administrator position.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and carried, it was resolved to adjourn the meeting to January 4, 2021 at 5:30 p.m.

Terri W. Morris, County Administrator

Joe D. Turman, Chairman, Board of Supervisors

**BOARD OF SUPERVISORS
DECEMBER 9-10, 2020**

At a meeting of the Board of Supervisors of Floyd County, Virginia, held on Wednesday, December 9, 2020 and Thursday, December 10, 2020, in the Montgomery County Chamber of Commerce Conference Room, Christiansburg, VA, thereof;

PRESENT: Joe D. Turman, Chairman; Jerry W. Boothe, Vice Chairman; W. Justin Coleman, Linda DeVito Kuchenbuch, Lauren D. Yoder, Board Members; Terri W. Morris, County Administrator; Steven Durbin, County Attorney.

The Chairman called the meeting to order at 10:30 a.m. on December 9, 2020.

On a motion of Supervisor Coleman, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to go into closed session under Section 2.2-3711, Paragraph A.1, Discussion, consideration and interviews of prospective candidates for the position of County Administrator.

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

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

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

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder 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 Personnel in accordance with Section 2.2-3711, Paragraph A.1 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 in 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 – aye

Supervisor Kuchenbuch – aye

Supervisor Yoder – aye

Supervisor Boothe – aye

Supervisor Turman – aye

This certification resolution was adopted.

The Board recessed until 7:00 p.m.

At 7:00 p.m., Chairman Turman called the meeting back to order. All members were present in person with the exception of Supervisor Coleman, who joined by phone.

On a motion of Supervisor Boothe, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to go into closed session under Section 2.2-3711, Paragraph A.1, Discussion, consideration or interviews of prospective candidates for the position of County Administrator.

Supervisor Coleman – aye

Supervisor Kuchenbuch – aye

Supervisor Yoder – aye

Supervisor Boothe – aye

Supervisor Turman – aye

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

Supervisor Coleman – aye

Supervisor Kuchenbuch – aye

Supervisor Yoder – aye

Supervisor Boothe – aye

Supervisor Turman – aye

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, 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 Personnel in accordance with Section 2.2-3711, Paragraph A.1 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 in 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 – aye
Supervisor Kuchenbuch – aye
Supervisor Yoder – aye
Supervisor Boothe – aye
Supervisor Turman – aye

This certification resolution was adopted.

The Board recessed to December 10, 2020 at 6:00 p.m.

At 6:00 p.m. on December 10, 2020, Chairman Turman called the meeting back to order. All members were present in person with the exception of Supervisor Coleman, who joined by phone.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to go into closed session under Section 2.2-3711, Paragraph A.1, Discussion, consideration or interviews of prospective candidates for the position of County Administrator.

Supervisor Coleman – aye
Supervisor Kuchenbuch – aye
Supervisor Yoder – aye
Supervisor Boothe – aye
Supervisor Turman – aye

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

Supervisor Coleman – aye
Supervisor Kuchenbuch – aye
Supervisor Yoder – aye
Supervisor Boothe – aye
Supervisor Turman – aye

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, 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 Personnel in accordance with Section 2.2-3711, Paragraph A.1 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 in 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 – aye
Supervisor Kuchenbuch – aye
Supervisor Yoder – aye
Supervisor Boothe – aye
Supervisor Turman – aye

This certification resolution was adopted.

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, and unanimously carried, it was resolved to adjourn.

Supervisor Coleman – aye
Supervisor Kuchenbuch – aye
Supervisor Yoder – aye
Supervisor Boothe – aye
Supervisor Turman – aye

Joe D. Turman, Chairman, Board of Supervisors

Terri W. Morris, County Administrator

**BOARD OF SUPERVISORS
SPECIAL CALLED MEETING
DECEMBER 17, 2020**

At a special called meeting of the Board of Supervisors of Floyd County, Virginia, held on Thursday, December 17, 2020 at 6:00 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 (joined by zoom), Linda DeVito Kuchenbuch, Lauren D. Yoder (joined by zoom), Board Members; Terri W. Morris, County Administrator; Steve Durbin, County Attorney.

The Chairman called the meeting to order at 6:00 p.m.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and unanimously carried, it was resolved to go into closed session under Section 2.2-3711, Paragraph A.1, Discussion, consideration or interviews of prospective candidates for employment as County Administrator.

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

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

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

On a motion of Supervisor Coleman, seconded by Supervisor Kuchenbuch, 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 Personnel in accordance with Section 2.2-3711, Paragraph A.1 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 in 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 – aye
Supervisor Kuchenbuch – aye
Supervisor Yoder – aye
Supervisor Boothe – aye
Supervisor Turman – aye

This certification resolution was adopted.

On a motion of Supervisor Coleman, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to adjourn.

Supervisor Coleman – aye
Supervisor Kuchenbuch – aye
Supervisor Yoder – aye
Supervisor Boothe – aye
Supervisor Turman – aye

Joe D. Turman, Chairman, Board of Supervisors

Terri W. Morris, County Administrator

**BOARD OF SUPERVISORS
REGULAR MEETING
JANUARY 4, 2021**

At a regular meeting of the Board of Supervisors of Floyd County, Virginia, held on Monday, January 4, 2021 at 5:30 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 and to livestream and film the meeting.

Agenda Item 1. – Meeting Called to Order.

Ms. Ryan called the meeting to order at 5:30 p.m.

Agenda Item 2. – Opening Prayer.

The Opening Prayer was led by Supervisor Coleman.

Agenda Item 3. – Pledge of Allegiance.

Ms. Ryan led in the Pledge of Allegiance.

Agenda Item 4. – Election of Chairman for calendar year 2021.

Supervisor Kuchenbuch moved to nominate Supervisor Yoder as Chairman of the Floyd County Board of Supervisors for calendar year 2021. The motion died for lack of a second.

Supervisor Coleman moved to nominate Supervisor Turman as Chairman of the Floyd County Board of Supervisors for calendar year 2021. Supervisor Boothe seconded the nomination.

Supervisor Yoder moved to nominate Supervisor Boothe as Chairman of the Floyd County Board of Supervisors for calendar year 2021. Supervisor Kuchenbuch seconded the nomination.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, the call for nominations of Chairman of the Floyd County Board of Supervisors was closed.

Ms. Ryan called for the vote of election of Chairman of the Floyd County Board of Supervisors for the calendar year of 2021 in the order the nominations were made. As the first nominee, Supervisor Turman was elected Chairman of the Floyd County Board of Supervisors for the calendar year of 2021.

Supervisor Boothe – yes

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

Ms. Ryan turned the Chair over to Chairman Turman.

Agenda Item 5. – Election of Vice Chairman for calendar year 2021.

Supervisor Coleman moved to nominate Supervisor Boothe as Vice Chairman of the Floyd County Board of Supervisors for calendar year 2021. The motion died for lack of a second.

Supervisor Yoder moved to nominate Supervisor Kuchenbuch as Vice Chairman of the Floyd County Board of Supervisors for calendar year 2021. Supervisor Kuchenbuch seconded the nomination.

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

Supervisor Kuchenbuch moved to nominate Supervisor Yoder as Vice Chairman of the Floyd County Board of Supervisors for calendar year 2021. Supervisor Boothe seconded the nomination.

Supervisor Yoder moved to nominate Supervisor Coleman as Vice Chairman of the Floyd County Board of Supervisors for calendar year 2021. Supervisor Coleman declined the nomination.

Chairman Turman called for the vote of election for Supervisor Yoder to be the Vice Chairman of the Floyd County Board of Supervisors for the calendar year of 2021.

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

On a motion of Supervisor Coleman, seconded by Supervisor Boothe, Supervisor Boothe was elected as Vice Chairman of the Floyd County Board of Supervisors for the calendar year 2021.

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

Agenda Item 6. – Setting of date/time for 2021 regular Board of Supervisors meetings.

On a motion of Supervisor Coleman, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to set the second Tuesday of each month at 8:30 a.m. and the fourth Tuesday of each month at 7:00 p.m. as the regular meetings of the Board of Supervisors for 2021.

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

Agenda Item 7. – Setting of alternate date/time for 2021 regular Board of Supervisors meetings in case of inclement weather.

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and unanimously carried, it was resolved to set the Thursday following the second Tuesday of each month at 8:30 a.m. and the Thursday following the fourth Tuesday of each month at 7:00 p.m. as the alternate date/time for 2021 regular Board of Supervisors meetings in case of inclement weather.

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

Agenda Item 8. – Consideration of Roberts Rules of Order as meeting protocol.

On a motion of Supervisor Yoder, seconded by Supervisor Coleman, and unanimously carried, it was resolved to adopt the Roberts Rules of Order Newly Revised for Small Groups as meeting protocol for 2021.

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

Agenda Item 9. – Discussion of format of Board minutes.

By consensus the Board requested that the 2021 Board minutes be written in the same format as in 2020 with just highlights and essentials for presentations and discussion, but that Public Comments and Public Hearings be verbatim.

Agenda Item 10. – Appointment to Floyd County Chamber of Commerce, one-year term, one Board of Supervisors member.

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, and carried, it was resolved to appoint Supervisor Linda Kuchenbuch to the Floyd County Chamber of Commerce for a one-year term for calendar year 2021.

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

Agenda Item 11. – Appointment to Floyd County Planning Commission, one-year term, one Board of Supervisors member.

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, and carried, it was resolved to re-appoint Supervisor W. Justin Coleman to the Floyd County Planning Commission for a one-year term for calendar year 2021.

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

Agenda Item 12. – Appointment to Floyd County Tourism Development Council, two-year term, one Board of Supervisors member.

On a motion of Supervisor Coleman, seconded by Supervisor Boothe, and carried, it was resolved to re-appoint Supervisor Linda Kuchenbuch to the Floyd County Tourism Development Council for a two-year term effective January 1, 2021.

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

Agenda Item 13. – Appointment of Chair and alternate to New Rivers/Mount Rogers Workforce Development Area Consortium Board of Directors, one-year term.

On a motion of Supervisor Boothe, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to re-appoint Chairman Turman as a member of the New River/Mount Rogers Workforce Consortium Board of Directors and to appoint the County Administrator or person acting in that position as alternate to that board for a one-year term for calendar year 2021.

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

Agenda Item 14. – Appointment to New River Valley Regional Commission, one-year term, one Board of Supervisors member.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and carried, it was resolved to re-appoint Supervisor W. Justin Coleman to the New River Valley Regional Commission for a one-year term for calendar year 2021.

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

Agenda Item 15. – Appointment to New River Valley HOME Consortium, one-year term, one Board of Supervisors member.

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and carried, it was resolved to re-appoint Supervisor Linda Kuchenbuch to the New River Valley HOME Consortium for a one-year term for calendar year 2021.

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

Agenda Item 16. – Appointment of VACO Legislative Contact, one-year term, one Board of Supervisors member.

On a motion of Supervisor Yoder, seconded by Supervisor Boothe, and carried, it was resolved to re-appoint Chairman Joe D. Turman as the VACo Legislative Contact for a one-year term.

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

Agenda Item 17.a. – Senator David Suetterlein.

Senator Suetterlein joined the meeting via Zoom and provided an update on issues the 2021 General Assembly will be addressing:

- 1) The regular session is scheduled to start one week from Wednesday [January 13, 2021];
- 2) Thirty-nine senators will be meeting in Richmond at the Science Museum, in a large room, socially distanced;
- 3) The House of Delegates is expected to have a virtual session which will look a lot like it did during the Special Session;

- 4) This session there are bill limits that are the most severe in the history of the General Assembly;
- 5) Senators can only introduce 12 bills and Delegates can only introduce 7 bills;
- 6) There is discussion about how long the session should be;
- 7) Last week we had a one-week overtime for Regular Session and then a very long Special Session;
- 8) There is discussion of limiting Regular Session to 30 instead of the traditional 46 days;
- 9) It will be an intense time since we won't all be together in that the House won't be with us;
- 10) The Governor indicated he wants to pass marijuana legalization this year which is complex to create a whole new industry which would likely be highly regulated;
- 11) We expect that there will be a Special Session to deal with redistricting;
- 12) Floyd County is one of the few that is 100% represented by one delegate and one senator;
- 13) Floyd County is the only one I represent 100% of;
- 14) Compact districts allow representatives to spend more time in one area;
- 15) The Commission passed by voters in the last election will hopefully come up with more compact districts in the future;
- 16) I hear from my Floyd constituents that they are concerned about the possibility of ending qualified immunity for law enforcement and that is expected to be an issue again this next session;
- 17) Over the past 14 months I have heard concerns from Floyd folks about an assault weapons ban. The definition is so broad that many Floyd citizens would have weapons that would automatically become illegal once it went into effect;
- 18) Another budget bill was just passed in November which will be the third this year.

Supervisor Coleman – You just discussed the two issues which I am most concerned about. Please keep qualified immunity and the Second Amendment in the forefront of your mind. We are always looking anxiously at the budget to make sure it doesn't put any more burden on the localities with unfunded mandates. Thank you for what you are doing and being with us tonight.

Vice Chairman Boothe – Happy Birthday. There are a couple of items I want to draw your attention to and one of them is in Transportation. VACo [Virginia Association of Counties] has agreed as part of their legislative package to expand the authority of Resident Administrators, such as Mr. Clarke in Christiansburg. A lot of their authority has been taken away from them. We want them to be able to set speed limits like they used to be able to do. The Department of Transportation needs looking at from top to bottom. The General Assembly are the ones to do that. In the Governor's budget ADM [average daily membership] funding would remain the same as it was last year for schools. With the virtual learning we have to be careful that the schools are not being cut with their daily attendance money coming from the State. Some form of virtual learning is here to stay so there needs to be allowances made in the funding formulas so that we don't get shortchanged and more funding has to come from the local government level.

Senator Suetterlein – We talked about the speed limit before and I agree with you on that. I'm not sure what the VACo proposal is so if you would, please send me anything specific that you have. I would be interested in seeing it because there is a good chance it will come through Senate Transportation. The ADM for the school and how it factors into funding, I am looking closely at that. I want to make sure we are not pursuing a policy that hurts the school divisions I represent. I don't think we are likely to reduce the total education funding, but I am going to be mindful that the approach used results in the best outcomes for the school divisions I represent.

Supervisor Kuchenbuch – Thank you for joining us tonight. I want to express my condolences to you in regards to the loss of your fellow Senator Chaffin just the other day. Please pass that along to other senators as well. One of the areas I am very concerned about is mental health through this entire pandemic and the strain it will have on some of our mental health services. Please be mindful of that as you proceed with funding mental health services for people who need the services. I echo Mr. Boothe's concern about school funding. This session will be important, but the next session after the pandemic is under control will require us to look at a lot of different things and how the Commonwealth has changed in terms of learning and attending school.

Senator Suetterlein – Thank you for what you said about Senator Chaffin. Senator Chaffin's not being there will be challenging on a personal level, but it will also be difficult because his jurisdictions are similar to the ones I represent. The seat is likely to remain unfilled for the vast majority of the session. There will be one less person offering a similar perspective on things like agriculture, K-12 public schools in our part of the Commonwealth, and Transportation in our part of the Commonwealth. Regarding mental health, I agree completely. We are not going to know for a long time how big an impact this is going to have on mental health. There have already been some proposals put forward trying to prepare for the long term. The Deeds Commission on Mental Health was set to expire and I think we need to continue having something like that. I appreciate your echoing the K-12 concerns.

Supervisor Coleman physically left the meeting at this point, but joined in by phone later in the meeting.

Supervisor Yoder – Thank you for being here this evening. Some of my concerns have already been discussed. We have already discussed the school system but it is a concern. For Floyd it is the largest part of our budget. I am a big "right to life guy." We don't have any other rights if we don't have a right to life. Without that, free speech and everything else goes by the wayside. I have been thinking about that in relation to the pandemic. Do you have any information on how the State is trying to roll out the vaccine?

Senator Suetterlein – The vaccine rollout is not going great in Virginia. Our neighbors in West Virginia are getting there at a much quicker rate. I am looking at ways we can make it go quicker like possibly removing some of the requirements on our medical professionals. We have a lot of nurses who are inactive in their licensure but the reality is that nothing has changed in how you give a vaccine, maybe we can waive some of those things. I was not thrilled when the Commissioner of Health talked about making vaccines mandatory. The Governor said that is not what we are announcing today. My aim is to encourage folks and make it as readily available as possible. I think we can get more people able to provide the vaccine than we have currently. We

will see in the next week or two what kind of feedback we get. I welcome any ideas as most come from our constituents.

Chairman Turman – I appreciate your time tonight. Happy Birthday again. You have already covered the items I am concerned about like anything that infringes on our Second Amendment rights. I am really against the legalization of marijuana. I think that is a slippery slope. We appreciate everything you do and you standing up for us in Richmond. If we can help you, just give us a call.

Senator Suetterlein – Thank you very much for making it so easy to talk with you tonight. We will officially start next Wednesday. I will be there on Monday. We will have a few different ways for folks to get in touch with us, including using zoom capability. My office staff will be Nikki Thacker and Michael Walsh. I appreciate hearing from you always.

Agenda Item 17.b. – Mr. Steve Durbin, Sands Anderson, Training in Conflicts of Interest.

Mr. Durbin provided training on Conflicts of Interest:

- 1) One purpose of the Act is to ensure that all levels of government remain untainted by corruption by ensuring that there is no personal interest in a transaction;
- 2) Another purpose is to establish a common body of law so that there is consistency throughout the Commonwealth and to promote openness by providing disclosure of certain information so that the public feels decisions are being made in the public's interest and not for personal interest;
- 3) Most prohibitions and requirements in the Act center around contracts and whether there is any personal interest in the contract or transaction;
- 4) Personal interest is defined as: A financial benefit or liability accruing to an officer or employee or to a member of his immediate family;
- 5) Immediate family means (i) a spouse and (ii) any other person who resides in the same household as the officer or employee and who is a dependent of the officer or employee;
- 6) Transaction means any matter considered by any governmental or advisory agency, whether in a committee, subcommittee, or other entity of that agency or before the agency itself, on which official action is taken or contemplated;
- 7) An official action is generally prohibited when personally interested in a transaction, and requires disclosure and often disqualification from consideration of the transaction;
- 8) Disclosure and disclaimer of §2.2-3115(H) for large groups is a statement of “(i) the transaction involved, (ii) the nature of the officer's or employee's personal interest affected by the transaction, (iii) that he is a member of a business, profession, occupation, or group the members of which are affected by the transaction, and (iv) that he is able to participate in the transaction fairly, objectively, and in the public interest.”;
- 9) Disclosure forms must be filed as a condition of assuming office. Thereafter, forms must be filed annually on or before February 1st, and no earlier than January 1st. The form to be filed is the Statement of Economic Interests, specified on website: ethics.dls.virginia.gov;

- 10) The following local officials are required to file the Real Estate Disclosure (counties, cities, and in towns over 3500 pop.) per §2.2-3115 (G): Planning commission members; members of board of zoning appeals; real estate assessors; county, city, or town managers; executive officers. The forms must be filed annually on or before February 1st, and no earlier than January 1st;
- 11) An officer or employee of a local government may not have a personal interest in any contract with their own entity (other than their own contract of employment);
- 12) As of January 1, 2017, knowing and intentional misstatement on the Statement of Economic Interests is a Class 5 Felony;
- 13) If an individual thinks they have a conflict, it is recommended that they check with their County Attorney, the Commonwealth's Attorney or the Conflicts of Interests and Ethics Advisory Council;
- 14) All elected officials are required to take Conflicts of Interest Act training within 2 months of taking office, and once every 2 years thereafter (§2.2-3132). The clerk of the public body maintains a record of the elected officials subject to the training requirements and the dates of training.

Vice Chairman Boothe called Supervisor Coleman who joined the meeting by phone from his home.

On a motion made by Supervisor Kuchenbuch, seconded by Supervisor Boothe, and unanimously carried, it was resolved to go into closed session under §2.2-3711 A.1. Personnel, Discussion of candidates for employment.

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

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, 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. Personnel, 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 in 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 – yes
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman – yes

This certification resolution was adopted.

Agenda Item 18.a. – Discussion of Change Orders on Collaboration and Career Development Center (CCDC) project.

Ms. Ryan – The next item is discussion of change orders on the CCDC project.

Vice Chairman Boothe – Are they asking for additional funds or just to switch around within existing funds?

Ms. Ryan – I would say they are asking for additional funds in order to comply with requirements of Department of Environmental Quality (DEQ) and Virginia Department of Transportation (VDOT).

Supervisor Kuchenbuch – I will go on record as saying this: It boggles my mind that on item number 2, that knowing what that road does in the rain, how all of a sudden...this is something that should have been known. VDOT is requiring 100% containment in each drain. Did nobody meet with VDOT beforehand, like Frith Construction or the architect? I want somebody here to talk to me about appropriating this kind of money. I appreciate that they tried to get the price down and the email thread showing what they had done, but that doesn't change things.

Ms. Ryan – Would you like for me to ask Ms. Erica Sunshine who is the Project Manager with Thompson & Litton to come to our January 12 meeting and maybe Dr. Wheeler also?

Supervisor Yoder – Whatever we do the Schools need to be involved in it.

Vice Chairman – We need to talk to Dr. Wheeler and it is between him and the School Board and the contractors. I don't know that we necessarily need the contractor here. The architects and Dr. Wheeler definitely.

Supervisor Kuchenbuch – I would think that Ms. Sunshine as the Project Manager.

Supervisor Yoder – I think the way I would put it would be whoever Dr. Wheeler would like to bring along. It is his project and the Chairman of the School Board, whoever they want to bring. If they want additional money they need to explain it.

Vice Chairman Boothe – Explain it and answer some questions. The DEQ requirement – I would have thought that with the sediment pond being on school property, it would have been known that it had to be fenced. Even though there is not constant water in it, it is still a hazard.

Supervisor Kuchenbuch – It seems to me that these items should have been known.

Supervisor Yoder – Wasn't there a contingency built into the contract anyway, though?

Ms. Ryan – Yes. I do not know how much, but there was extra built in.

Supervisor Yoder – That is what a contingency is for, maybe some of these items can be handled within that. We approved the project within that budget. I would think the only reason we would need to approve it is if they went over the contingency.

Ms. Ryan – We have to sign off on the change orders.

Supervisor Yoder – ...but not necessarily appropriate money is what I am saying.

Vice Chairman Boothe – If they can do it within the contingency of the \$14.5 million or whatever we set, I don't think we have to approve the money as they move it around.

Supervisor Yoder – We are the legal entity and have to sign off on it, the question for us is are you looking for more money or is it within the contract where you are moving money from contingency to cover costs, which we expected to begin with.

Chairman Turman – That is what I thought they were doing as they negotiated costs down.

Supervisor Kuchenbuch – The negotiation down was in the email thread. As far as I am concerned, I know the Board has approved this project, but I think the citizens of this County are owed a continual check on how monies are spent.

Supervisor Yoder – I completely agree with that, but it is also the responsibility of the School Board. What I don't want to do is somehow circumvent the School Board like we are trying to do their job. We have given them a budget and now it is their job to follow that budget.

Supervisor Kuchenbuch – But ultimately we have to sign these change orders.

Supervisor Yoder – Right, but if it is within their budget...

Vice Chairman Boothe – ...it would only be in a technicality standpoint.

Supervisor Yoder – If it is within the budget then it is the purview of the School Board. If it starts getting outside of the budget, that is when we kick in. That is when there will be some serious questions in my view.

Supervisor Kuchenbuch – I will just say again that I find all of these items on these change orders to be things that should have been known, the fence and the retention pond, even the soil in the new parking lot. I understand that there are soils in our County that can sometimes cause great difficulty. But I would have thought that there would have been extensive soil analysis done.

Vice Chairman Boothe – I know they did borings where they are doing the building. Were there no borings on the parking lot?

Supervisor Kuchenbuch – I hear your point that we have approved the project and the School Board has to look at it but I again say as a Supervisor of the Little River District, and enough people were concerned about this project who came to me, I am going to keep watching it.

Supervisor Yoder – There are two levels of concern for me. When it goes over \$14.5 million, that is when we have a bigger concern than moving money within the existing budget.

Vice Chairman Boothe – As far as approving these change orders it is just a technicality because technically we are responsible.

Supervisor Yoder – That would be the question I have – is this money coming out of contingency within the project or is it additional money that we would have to appropriate? My other question is the VDOT road. This is the first time I heard that the new road would be a public road, especially if we are discontinuing where it connects to. If that part is going to be discontinued, then what is the point of building a new road around the back of the school? It would be a dead end.

Vice Chairman Boothe – I don't know if it was a misunderstanding or what. We said we needed an access road for emergency vehicles to get all the way around the building, but I wasn't expecting it to be a VDOT standard road. If they don't do a VDOT standard road, there may be enough money saved there to cover some of this other stuff. I don't know why they chose to make that part up to VDOT standards.

Supervisor Yoder – That was out in left field for me.

Vice Chairman – Is that VDOT road adding to the drainage problem?

Supervisor Yoder – I think by paving the multiple parking lots it will cause a lot more issues.

Supervisor Kuchenbuch – I don't think we are even talking about that road right now. They are just talking about the construction area. From what I can understand there will be more coming down the pike.

Vice Chairman Boothe – I think we need someone at our next meeting and set aside time to discuss it and answer questions, whoever Dr. Wheeler wishes to bring with him is fine, the architect, the contractor, or if he wants to come by himself.

Supervisor Yoder – Dr. Wheeler and the School Board Chairman is who we should communicate with.

Ms. Ryan – I will invite them to the next meeting.

Supervisor Coleman – That sounds good to me. We need a little more information.

Agenda Item 19. – Adjournment.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and carried, it was resolved to adjourn the meeting to January 12, 2021 at 8:30 a.m.

Cynthia Ryan, Acting County Administrator

Joe D. Turman, Chairman, Board of Supervisors

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
011010	***BOARD OF SUPERVISORS***				
3600	ADVERTISING				
	34630	TRI-CITIES/SOUTHWEST VIRGI	2160892 DEC20	ADVERTISING	208.00
	34630	TRI-CITIES/SOUTHWEST VIRGI	2160975 DEC20	ADVERTISING	138.10
	42719	ROANOKE TIMES	6012414 DEC20	ADVERTISING	288.88
				ACCOUNT TOTAL	634.98 *
5810	DUES AND SUBSCRIPTIONS				
	22450	NATIONAL ASSOCIATION OF CO	265641	MEMBERSHIP DUES	450.00
				ACCOUNT TOTAL	450.00 *
5899	MISCELLANEOUS				
	16730	TAYLOR OFFICE SUPPLY, INC	121491	OFFICE SUPPLIES	25.70
	42888	SKYLINE NATIONAL BANK	PAYROLL NOV20	DIRECT DEPOSIT	32.65
				ACCOUNT TOTAL	58.35 *
				MAJOR TOTAL	1,143.33 **
012010	***COUNTY ADMINISTRATOR***				
3320	SERVICE CONTRACT				
	43096	U.S. BANK EQUIPMENT FINANC	430948869	ADMIN COPIER	56.48
				ACCOUNT TOTAL	56.48 *
5210	POSTAGE				
	30	PITNEY BOWES GLOBAL FINANC	3312743141	LEASING CHARGES	171.15
				ACCOUNT TOTAL	171.15 *
6001	OFFICE SUPPLIES				
	16730	TAYLOR OFFICE SUPPLY, INC	121491	OFFICE SUPPLIES	5.34
	19540	QUILL LLC	12914793	OFFICE SUPPLIES	133.99
	19540	QUILL LLC	12915837	1099 FORMS	16.99
	19540	QUILL LLC	12994070	INK PAD	5.99
	19540	QUILL LLC	13393113	APC BACKUP	76.99
	43177	AMAZON CAPITAL SERVICES	1JW9-D79W-HM31	1099 FORMS	26.66
				ACCOUNT TOTAL	265.96 *
				MAJOR TOTAL	493.59 **
012090	***COMM OF THE REVENUE***				
3320	MAINTENANCE, SERVICE AND				
	36270	COMMONWEALTH OF VA	T436500	RECURRING CHARGES	72.63
	42795	ETHOS TECHNOLOGIES	INV381652	CANON 4333-01	2.60
				ACCOUNT TOTAL	75.23 *
				MAJOR TOTAL	75.23 **
012130	***TREASURER***				
5240	DATA PROCESSING SERVICES				
	36270	COMMONWEALTH OF VA	T436500	RECURRING CHARGES	72.63
				ACCOUNT TOTAL	72.63 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	40924	BINDER	5.99

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	16730	TAYLOR OFFICE SUPPLY, INC	121329	TISSUE, BINDERS	24.87
	16730	TAYLOR OFFICE SUPPLY, INC	121481	MARKER PENS	22.54
				ACCOUNT TOTAL	53.40 *
6010		DMV ADMINISTRATIVE FEE			
	17070	DEPARTMENT OF MOTOR VEHICL	202036600591	DMV STOPS	225.00
				ACCOUNT TOTAL	225.00 *
				MAJOR TOTAL	351.03 **
013010	***ELECTORAL BOARD AND OFFICERS***				
1100	COMPENSATION OF BOARD MEM				
	23430	ROBERT CHARLES SMITH	JAN21	ELECTORAL BOARD COMP	276.58
	31940	MICHAEL MASLANEY	JAN21	ELECTORAL BOARD COMP	138.33
	37130	BRECC AVELLAR	JAN21	ELECTORAL BOARD COMP	138.33
				ACCOUNT TOTAL	553.24 *
3310	VOTING MACHINE REPAIRS AN				
	42870	HART INTERCIVIC	082800	VERITY-WARRANTY	1,600.00
				ACCOUNT TOTAL	1,600.00 *
				MAJOR TOTAL	2,153.24 **
013020	***REGISTRAR***				
5530	TRAVEL/EDUCATION/MEALS/LO				
	43118	FLOYD COUNTRY STORE, LLC	103	BOXED LUNCHES	136.00
				ACCOUNT TOTAL	136.00 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	41137	ENVELOPES, CALENDAR	61.49
	38920	VIRGINIA BUSINESS SYSTEMS	28221248	012-1180919-000	49.74
				ACCOUNT TOTAL	111.23 *
				MAJOR TOTAL	247.23 **
021010	***CIRCUIT COURT***				
1101	COMPENSATION OF JURORS				
	16280	CAROL T VAUGHN	JAN21 VAUGHN	GRAND JURY	30.00
	36190	SCOTT ALLEN	JAN21 ALLEN	GRAND JURY	30.00
	42220	JOY GARDNER	JAN21 GARDNER	GRAND JURY	30.00
	999999	DARIN BRITT	JAN21 BRITT	GRAND JURY	30.00
	999999	REX S POFF	JAN21 POFF	GRAND JURY	30.00
				ACCOUNT TOTAL	150.00 *
				MAJOR TOTAL	150.00 **
021020	***GENERAL DISTRICT COURT***				
3320	MAINTENANCE AND SERVICE C				
	30	PITNEY BOWES GLOBAL FINANC	3312715871	LEASING CHARGES	151.17
	42744	RICOH USA, INC	34435748	200-3147133-100	56.65
	42744	RICOH USA, INC	5060993767	CONTRACT 4363809	39.62
				ACCOUNT TOTAL	247.44 *
				MAJOR TOTAL	247.44 **

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
021040	***COUNTY ATTORNEY***				
1100	COMPENSATION OF ATTORNEY				
	22110	SANDS ANDERSON PC	456041	PROF SERVICES	2,439.00
				ACCOUNT TOTAL	2,439.00 *
				MAJOR TOTAL	2,439.00 **
021050	***JUVENILE & DOMESTIC COURT***				
3800	JUVENILE DETENTION				
	130	NEW RIVER VALLEY JUVENILE	131	PROF SERVICES	4,000.00
				ACCOUNT TOTAL	4,000.00 *
				MAJOR TOTAL	4,000.00 **
021060	***CLERK OF CIRCUIT COURT***				
3320	MAINTENANCE & SERVICE CON				
	38920	VIRGINIA BUSINESS SYSTEMS	28350534	013-1305291-000	231.48
				ACCOUNT TOTAL	231.48 *
3500	MICROFILMING/PRINTING/BIN				
	150	C.W. WARTHEN INC.	54647	DIGITIZE CDS	66.16
				ACCOUNT TOTAL	66.16 *
5210	POSTAGE				
	42796	RHONDA T. VAUGHN	12/21/20	POSTAGE	14.65
				ACCOUNT TOTAL	14.65 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	41102	TAPE (24)	77.04
	10	VIRGINIA OFFICE SUPPLY	41183	WIRELESS MOUSE	33.71
	7040	RITE PRINT SHOPPE & SUPPLI	0063409	OFFICE LABELS	271.00
	7040	RITE PRINT SHOPPE & SUPPLI	0063423	PENS	9.00
	16730	TAYLOR OFFICE SUPPLY, INC	121482	CARTRIDGE	142.82
	16730	TAYLOR OFFICE SUPPLY, INC	121647	TONER CARTRIDGE	246.74
				ACCOUNT TOTAL	780.31 *
6012	RECORD BOOKS				
	150	C.W. WARTHEN INC.	54635	CASEBINDERS,MISC	901.59
				ACCOUNT TOTAL	901.59 *
				MAJOR TOTAL	1,994.19 **
022010	***COMMONWEALTH'S ATTORNEY***				
3320	MAINTENANCE CONTRACTS				
	38920	VIRGINIA BUSINESS SYSTEMS	28264396	003-0983011-000	142.92
				ACCOUNT TOTAL	142.92 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	40865		7.10
	10	VIRGINIA OFFICE SUPPLY	41117	TYVECK CD SLEEVES	50.10
	19540	QUILL LLC	12872931	COPY PAPER	122.06
				ACCOUNT TOTAL	179.26 *
				MAJOR TOTAL	322.18 **

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031020	***SHERIFF***				
3310	REPAIRS & MAINTENANCE/AUT				
	180	TWO-WAY RADIO, INC.	101004953	TUNING FORKS	348.00
	42832	FLOYD AUTO PARTS	473202	WIPER BLADES	18.00
	42841	B & S AUTOMOTIVE SERVICE	0038614	SERVICE, LABOR	137.59
	42841	B & S AUTOMOTIVE SERVICE	0038648	INSPECTION	20.00
	42841	B & S AUTOMOTIVE SERVICE	0038655	MT/BAL TIRES, LABOR	373.77
	42841	B & S AUTOMOTIVE SERVICE	0038776	OIL CHANGE, SERVICE	52.55
	42841	B & S AUTOMOTIVE SERVICE	0038823	BRAKE LABOR	590.44
	42841	B & S AUTOMOTIVE SERVICE	0038833	TIRE ROTATION, MISC	59.14
	42841	B & S AUTOMOTIVE SERVICE	0038839	BATTERY	153.21
	42841	B & S AUTOMOTIVE SERVICE	0038870	ALIGNMENT	69.95
	42841	B & S AUTOMOTIVE SERVICE	0038999	RENEW BATTERY	153.14
	42841	B & S AUTOMOTIVE SERVICE	0039046	OIL CHG, INSPECTION	56.45
	42841	B & S AUTOMOTIVE SERVICE	0039067	OIL CHANGE, SERVICE	41.88
	42841	B & S AUTOMOTIVE SERVICE	0039070	REPAIR, SERVICE	680.12
	42841	B & S AUTOMOTIVE SERVICE	0039208	BRAKE LABOR, INSPECT	302.11
	42841	B & S AUTOMOTIVE SERVICE	0039251	OIL CHANGE/SERVICE	59.66
	42841	B & S AUTOMOTIVE SERVICE	0039269	BATTERY, INSPECTION	352.61
	42841	B & S AUTOMOTIVE SERVICE	0039283	OIL CHANGE, SERVICE	37.21
	42841	B & S AUTOMOTIVE SERVICE	0039324	INSPECTION	20.00
	42841	B & S AUTOMOTIVE SERVICE	0039349	OIL CHG, ROTATION	54.01
	42909	BUFFALO MOUNTAIN AUTO REPA	13255	OIL CHANGE	60.08
	43006	D&D AUTO REPAIR, LLC	3686	STATE INSPECTION	20.00
				ACCOUNT TOTAL	3,659.92 *
3320	MAINTENANCE & SERVICE CON				
	13390	XEROX CORPORATION	012171021	WC3550X	47.15
	35570	U.S. BANK EQUIPMENT FINANC	430364158	500-0548187-000	72.00
	42744	RICOH USA, INC	5061049943	CONTRACT 4460528	10.38
	42744	RICOH USA, INC	5061050012	CONTRACT 4457544	24.05
	42744	RICOH USA, INC	5061050027	CONTRACT 4457551	5.06
				ACCOUNT TOTAL	158.64 *
5230	TELEPHONE				
	28501	VERIZON WIRELESS	9869686861	WIRELESS	403.57
				ACCOUNT TOTAL	403.57 *
5848	SCHOOL ENTRY TEAM				
	14610	TOWN POLICE SUPPLY	0011188025090-0	PMAG 223	45.97
	43177	AMAZON CAPITAL SERVICES	1KWL-3JQH-LRH3	OPERATOR PINS	104.92
	43177	AMAZON CAPITAL SERVICES	1N73-RPW9-LHNY	SWAT PINS	221.42
				ACCOUNT TOTAL	372.31 *
6001	OFFICE SUPPLIES				
	10	VIRGINIA OFFICE SUPPLY	41114	MANILA FOLDERS	19.80
	16730	TAYLOR OFFICE SUPPLY, INC	121133	COPY PAPER	38.50
	16730	TAYLOR OFFICE SUPPLY, INC	121480	COPY PAPER	115.50
	16730	TAYLOR OFFICE SUPPLY, INC	121648	OFFICE SUPPLIES	15.63
				ACCOUNT TOTAL	189.43 *
6008	GAS, OIL, ETC.				
	11850	CLARK GAS & OIL	NOV20-1	SHERIFF/RESCUE FUEL	2,556.08
				ACCOUNT TOTAL	2,556.08 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
6011		POLICE SUPPLIES			
	10550	GALLS, LLC	017252423	DEFENSE SPRAY	91.00
	17070	DEPARTMENT OF MOTOR VEHICL	202033500760	SPECIAL ID	10.00
	42832	FLOYD AUTO PARTS	472761	PLASTI-DIP RED LIQ	11.02
	43177	AMAZON CAPITAL SERVICES	14KM-44PD-417W	AIR PUMP	14.48
				ACCOUNT TOTAL	126.50 *
8127		CAPITAL OUTLAY:TIRES			
	42841	B & S AUTOMOTIVE SERVICE	0038614	SERVICE, LABOR	503.91
	42841	B & S AUTOMOTIVE SERVICE	0038655	MT/BAL TIRES, LABOR	506.46
	42841	B & S AUTOMOTIVE SERVICE	0039101	MT/BAL TIRES, SVC	353.77
	42841	B & S AUTOMOTIVE SERVICE	0039233	MT/BAL TIRES, BR PAD	721.32
	42841	B & S AUTOMOTIVE SERVICE	0039344	MT/BAL TIRES	519.36
				ACCOUNT TOTAL	2,604.82 *
				MAJOR TOTAL	10,071.27 **
033010		***CORRECTIONS & DETENTIONS***			
6002		PRISONERS FOOD			
	310	SLAUGHTERS SUPERMARKET	9334 TRX153	MISC ITEMS	12.96
				ACCOUNT TOTAL	12.96 *
6005		JANITORIAL/LAUNDRY SUPPLI			
	310	SLAUGHTERS SUPERMARKET	9334 TRX285	CLEANING SUPPLIES	18.91
				ACCOUNT TOTAL	18.91 *
6011		POLICE UNIFORMS			
	42733	FIRE RESCUE & TACTICAL	4350	POLO, EMBROIDERY	129.96
	42733	FIRE RESCUE & TACTICAL	4351	POLO, EMBROIDERY	75.98
	42733	FIRE RESCUE & TACTICAL	4376	RAPID ASSAULT SHIRT	56.24
				ACCOUNT TOTAL	262.18 *
6022		EMPLOYEE PHYSICALS			
	42894	SAFETY & COMPLIANCE SERVIC	441289	PROGRAM FEE	200.00
	43004	SUNDOG PSYCHOLOGY, LLC	12/09/20	PRO SERVICES	300.00
	43004	SUNDOG PSYCHOLOGY, LLC	12/10/20	PRO SERVICES	300.00
				ACCOUNT TOTAL	800.00 *
				MAJOR TOTAL	1,094.05 **
034010		***BUILDING INSPECTIONS***			
3310		REPAIRS & MAINTENANCE/AUT			
	19710	B & S AUTOMOTIVE SERVICE	0039338	OIL CHANGE/SERVICE	58.41
				ACCOUNT TOTAL	58.41 *
5230		TELEPHONE			
	28501	VERIZON WIRELESS	9868572891	WIRELESS	79.54
				ACCOUNT TOTAL	79.54 *
5540		TRAVEL (CONVENTION & EDUC			
	43236	DUNCAN-PARNELL INC	1012246	TERRAFLEX	660.00
				ACCOUNT TOTAL	660.00 *
6001		OFFICE SUPPLIES			
	10	VIRGINIA OFFICE SUPPLY	41159	DESK CALENDARS	28.66
	16730	TAYLOR OFFICE SUPPLY, INC	121491	OFFICE SUPPLIES	5.35

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	43096	U.S. BANK EQUIPMENT FINANC	430948869	ADMIN COPIER	56.49
				ACCOUNT TOTAL	90.50 *
6008		GAS, OIL, ETC.			
	70	CLARK GAS AND OIL CO.	U9120249	REG GAS EXEMPT	37.93
	70	CLARK GAS AND OIL CO.	U9120395	REG GAS EXEMPT	41.21
				ACCOUNT TOTAL	79.14 *
6014		Web Service Monthly Fee			
	42672	INTERACTIVEGIS, INC.	5982	GIS MAINTENANCE	400.00
				ACCOUNT TOTAL	400.00 *
				MAJOR TOTAL	1,367.59 **
035010	***ANIMAL CONTROL***				
3500		PRINTING & BINDING			
	16730	TAYLOR OFFICE SUPPLY, INC	121483	TONER CARTRIDGE	122.74
	16730	TAYLOR OFFICE SUPPLY, INC	121688	TONER CARTRIDGES	459.42
				ACCOUNT TOTAL	582.16 *
5230		TELEPHONE			
	28501	VERIZON WIRELESS	9868572891	WIRELESS	145.77
				ACCOUNT TOTAL	145.77 *
5825		VETERINARY SERVICES			
	42821	TOWN & COUNTRY VETERINARY	506251	EXAM, RADIOGRAPHS	199.05
				ACCOUNT TOTAL	199.05 *
6003		SUPPLIES/UNIFORMS			
	42733	FIRE RESCUE & TACTICAL	4425	TACTICAL BELTS	145.48
				ACCOUNT TOTAL	145.48 *
6008		GAS, OIL, ETC.			
	70	CLARK GAS AND OIL CO.	U9120249	REG GAS EXEMPT	75.63
	70	CLARK GAS AND OIL CO.	U9120395	REG GAS EXEMPT	82.18
	70	CLARK GAS AND OIL CO.	U9290299	LPG DELIVERY	35.96
				ACCOUNT TOTAL	193.77 *
				MAJOR TOTAL	1,266.23 **
035030	***MEDICAL EXAMINER***				
3110		PROFESSIONAL HEALTH SERVI			
	37080	TREASURER OF VIRGINIA	10/25/20	PROF SERVICES	20.00
				ACCOUNT TOTAL	20.00 *
				MAJOR TOTAL	20.00 **
035050	***EMERGENCY SERV/HAZARDOUS MAT***				
5230		TELEPHONE			
	28501	VERIZON WIRELESS	9868572891	WIRELESS	40.01
				ACCOUNT TOTAL	40.01 *
5410		EQUIPMENT LEASE-UNITED CE			
	37040	US CELLULAR	20201224000318	TOWER REVENUE	267.89
				ACCOUNT TOTAL	267.89 *
5890		COMPUTER INCIDENT			
	36270	COMMONWEALTH OF VA	PO 536	LAPTOPS (40 DEVICES)	47,898.00
				ACCOUNT TOTAL	47,898.00 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5895		CORONAVIRUS EMERGENCY			
	43029	NIKKI KING	01052021	CLEANING SUPPLIES	22.50
	43292	ABIGAIL HARRIS	01032021	CLEANING SUPPLIES	6.49
				ACCOUNT TOTAL	28.99 *
6001		OFFICE SUPPLIES/COMPUTER			
	10	VIRGINIA OFFICE SUPPLY	41401	PAPER FOR PLOTTER	20.66
				ACCOUNT TOTAL	20.66 *
				MAJOR TOTAL	48,255.55 **
043020		***GENERAL PROPERTIES***			
1100		COMPENSATION OF CUSTODIAN			
	17100	FINN & FENWICK CLEANING SE	JAN21	CLEANING SERVICES	3,375.00
				ACCOUNT TOTAL	3,375.00 *
3310		REPAIRS			
	450	WILLS RIDGE SUPPLY INC.	511585	CRTG PLASTIC	12.99
	450	WILLS RIDGE SUPPLY INC.	515676	MISC ITEMS	45.38
	450	WILLS RIDGE SUPPLY INC.	515782	WRENCH, CABLE TIES	13.38
	450	WILLS RIDGE SUPPLY INC.	515783	MISC ITEMS	25.35
	450	WILLS RIDGE SUPPLY INC.	516416	HARDWARE	46.84
	450	WILLS RIDGE SUPPLY INC.	516417	MCA GROUND CONTACT	28.59
	10240	SECURITY LOCK & KEY, INC	0001076219	ALARM HARDWARE/SVC	86.20
	29490	MONTGOMERY SANITATION SERV	71091	DRAIN CLEANING/CAM	400.00
	42697	UPON THE EARTH SERVICES	1517	LABOR-SPREAD SALT	125.00
	42721	SMITH HEATING & AIR, INC.	10502	UNIT SERVICE/ADMIN	900.00
	42721	SMITH HEATING & AIR, INC.	10503	SERVICE EXT OFFICE	300.00
	42721	SMITH HEATING & AIR, INC.	10506	SERVICE EXT OFFICE	455.00
	42944	EMI SECURITY, LLC	108229	SECURITY MONITORING	156.00
				ACCOUNT TOTAL	2,594.73 *
3320		MAINTENANCE & SERVICE CON			
	290	CINTAS	4069572541	UNIFORMS	7.23
	290	CINTAS	4070231584	UNIFORMS	6.23
	290	CINTAS	4070893735	UNIFORMS	6.23
	290	CINTAS	4071501766	UNIFORMS	6.23
	290	CINTAS	4072143790	UNIFORMS	6.23
	26410	VALLEY BOILER & MECHANICAL	27156	PREV MAINTENANCE	166.65
	32500	OTIS ELEVATOR COMPANY	100400206303	2021 MTNC CONTRACT	6,686.52
				ACCOUNT TOTAL	6,885.32 *
3340		Computer Services Support			
	43110	TECH SQUARED INC	19757	MONTHLY SUPPORT	13,274.00
				ACCOUNT TOTAL	13,274.00 *
5110		ELECTRICAL SERVICE			
	420	APPALACHIAN POWER	OXFORD LT DEC20	OXFORD LIGHT	10.05
	420	APPALACHIAN POWER	787734260 NOV20	8829 FLOYD HWY N	31.66
				ACCOUNT TOTAL	41.71 *
5120		HEATING SERVICE			
	70	CLARK GAS AND OIL CO.	U9290297	LPG DELIVERY	64.40
	70	CLARK GAS AND OIL CO.	U9290329	LPG DELIVERY	509.92
	70	CLARK GAS AND OIL CO.	U9328076	LPG DELIVERY	350.68

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	70	CLARK GAS AND OIL CO.	U9328077	LPG DELIVERY	43.15
	70	CLARK GAS AND OIL CO.	U9328084	LPG DELIVERY	267.27
	70	CLARK GAS AND OIL CO.	U9328260	LPG DELIVERY	481.16
				ACCOUNT TOTAL	1,716.58 *
5140		PEST CONTROL			
	42706	DODSON PEST CONTROL	1000122494	PEST CONTROL SERVICE	120.00
				ACCOUNT TOTAL	120.00 *
5230		TELEPHONE			
	28501	VERIZON WIRELESS	9868572891	WIRELESS	31.62
				ACCOUNT TOTAL	31.62 *
6005		JANITORIAL SUPPLIES			
	90	DIAMOND PAPER CO., INC.	275401	PAPER PRODUCTS	1,808.00
	290	CINTAS	4070072305	MATS/SCRAPERS	191.49
	290	CINTAS	4071390904	MATS/SCRAPERS	191.49
				ACCOUNT TOTAL	2,190.98 *
6008		GAS AND OIL			
	70	CLARK GAS AND OIL CO.	U9120249	REG GAS EXEMPT	19.25
	70	CLARK GAS AND OIL CO.	U9120395	REG GAS EXEMPT	20.92
	70	CLARK GAS AND OIL CO.	U9120396	KEROSENE DYED	164.58
				ACCOUNT TOTAL	204.75 *
8134		FLOYD COUNTY SCHOOLS BOIL			
	19740	POWERS FENCE CO OF ROANOKE	5506	FCS FENCE	8,000.00
				ACCOUNT TOTAL	8,000.00 *
8136		CAPITAL OUTLAY: SCHOOLS C			
	30360	SCHNABEL ENGINEERING, LLC	2029717	FCHS CCDC	5,672.67
	31330	THOMPSON & LITTON, INC	97563	PROJECT 14991	12,250.29
	43173	FRITH CONSTRUCTION COMPANY	DEC20 FCHS	FCHS PROJECT	398,628.89
				ACCOUNT TOTAL	416,551.85 *
9140		DEBT SERVICE: CARTER 2015			
	4230	CARTER BANK & TRUST	JAN21 #67 21741	ACCOUNT 21741	16,063.20
				ACCOUNT TOTAL	16,063.20 *
9150		DEBT SERVICE: SKYLINE 201			
	42888	SKYLINE NATIONAL BANK	JAN21 9964734	LOAN 9964734	11,435.75
				ACCOUNT TOTAL	11,435.75 *
				MAJOR TOTAL	482,485.49 **
051010		***LOCAL HEALTH DEPARTMENT***			
5610		PAYMENT TO HEALTH DEPARTM			
	510	NEW RIVER HEALTH DISTRICT	FY21 3RD QTR	3RD QTR ALLOCATION	25,547.25
				ACCOUNT TOTAL	25,547.25 *
				MAJOR TOTAL	25,547.25 **
071020		***FLOYD COUNTY RECREATION***			
3310		REPAIRS AND MAINTENANCE			
	450	WILLS RIDGE SUPPLY INC.	514438	ANTIFREEZE	29.94
	450	WILLS RIDGE SUPPLY INC.	515067	TARPS	208.76
	1270	C.W. HARMAN & SON	355599	TURF BLEND	58.50
				ACCOUNT TOTAL	297.20 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
3320		MAINTENANCE CONTRACTS			
	43096	U.S. BANK EQUIPMENT FINANC	430948869	ADMIN COPIER	56.48
	43098	U.S. BANK EQUIPMENT FINANC	429678428	500-0522818-000	98.25
	43098	U.S. BANK EQUIPMENT FINANC	431986421	500-0522818-000	35.60
				ACCOUNT TOTAL	190.33 *
5230		TELEPHONE			
	28501	VERIZON WIRELESS	9868572891	WIRELESS	48.59
				ACCOUNT TOTAL	48.59 *
6001		OFFICE SUPPLIES			
	310	SLAUGHTERS SUPERMARKET	9363 TRX13	CLEANING ITEMS	31.05
				ACCOUNT TOTAL	31.05 *
6016		BOYS BASEBALL			
	43071	NCSI	5339	BACKGROUND CHECK	18.50
				ACCOUNT TOTAL	18.50 *
				MAJOR TOTAL	585.67 **
073010		***LIBRARY ADMINISTRATION***			
5640		CONTRIBUTION			
	4200	MONTGOMERY-FLOYD REGIONAL	FY21 3RD QTR	3RD QTR ALLOCATION	22,793.50
				ACCOUNT TOTAL	22,793.50 *
				MAJOR TOTAL	22,793.50 **
081200		***COMMUNITY DEVELOPMENT***			
5230		TELEPHONE			
	28501	VERIZON WIRELESS	9868572891	WIRELESS	48.59
				ACCOUNT TOTAL	48.59 *
6001		OFFICE SUPPLIES			
	19540	QUILL LLC	12457280	KEYBOARD, MOUSE	24.99
	43096	U.S. BANK EQUIPMENT FINANC	430948869	ADMIN COPIER	56.49
				ACCOUNT TOTAL	81.48 *
				MAJOR TOTAL	130.07 **
081500		***ECONOMIC DEVELOPMENT AUTHORITY**			
6075		EDA-COMMERCE PARK-PRELIM			
	42868	HURT & PROFFITT, INC.	63143	PROJECT 20191249	4,598.75
				ACCOUNT TOTAL	4,598.75 *
6087		EDA-BUILDING CONST COMMER			
	42749	NRV REGIONAL COMMISSION	11/30/20	GRANT ADMIN SERVICES	15,000.00
	42868	HURT & PROFFITT, INC.	63233	PROJECT 20201010	2,032.17
				ACCOUNT TOTAL	17,032.17 *
6088		EDA-C4 PROGRAM			
	42877	FLOYD COUNTY ECONOMIC	JAN21 C4/1	C4 2ND PLACE	1,497.95
	42877	FLOYD COUNTY ECONOMIC	JAN21 C4/2	C4 2ND PLACE	1,000.00
				ACCOUNT TOTAL	2,497.95 *
6096		COMMERCE PARK-PHASE 2-PRE			
	42868	HURT & PROFFITT, INC.	63232	PROJECT 20200117	9,495.03
				ACCOUNT TOTAL	9,495.03 *
				MAJOR TOTAL	33,623.90 **

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
082050	***MISCELLANEOUS PROGRAMS***				
5643	EMS COUNCIL DONATION				
	2170	WESTERN VIRGINIA EMS COUNC	204654	FY21, 1ST, 2ND, 3RD	3,479.25
				ACCOUNT TOTAL	3,479.25 *
5647	NR HIGHLANDS & RESOURCE C				
	4090	NEW RIVER-HIGHLANDS RC&D	FY21 3RD QTR	3RD QTR ALLOCATION	150.00
				ACCOUNT TOTAL	150.00 *
5651	ECONOMIC DEVELOPMENT ALLI				
	42922	ONWARD NEW RIVER VALLEY	AR-001182	3RD QTR ALLOCATION	3,911.00
				ACCOUNT TOTAL	3,911.00 *
5652	CHAMBER OF COMMERCE				
	4470	FLOYD COUNTY CHAMBER OF CO	4558	3RD QTR ALLOCATION	375.00
				ACCOUNT TOTAL	375.00 *
6038	REGIONAL JAIL PAYMENT				
	22640	NEW RIVER VALLEY REGIONAL	238	PROF SERVICES	40,281.90
				ACCOUNT TOTAL	40,281.90 *
6039	NRV DISABILITY SERVICES B				
	26790	NEW RIVER VALLEY SENIOR SE	FY21 2ND QTR	2ND QTR ALLOCATION	454.50
				ACCOUNT TOTAL	454.50 *
6078	FLOYD COUNTY HISTORICAL S				
	35450	THE FLOYD COUNTY HISTORICA	FY21 2ND QTR	2ND QTR ALLOTMENT	250.00
				ACCOUNT TOTAL	250.00 *
6087	FLOYD COUNTY HUMANE SOCIE				
	35750	FLOYD COUNTY HUMANE SOCIET	FY21 3RD QTR	3RD QTR ALLOCATION	250.00
				ACCOUNT TOTAL	250.00 *
6093	AMERICAN LEGION FLOYD POS				
	43085	AMERICAN LEGION POST 127	FY21 ALLOCATION	FY21 ALLOCATION	2,500.00
				ACCOUNT TOTAL	2,500.00 *
				MAJOR TOTAL	51,651.65 **
403230	***EMERGENCY MEDICAL SERVICES***				
3310	REPAIRS				
	42840	B & S AUTOMOTIVE SERVICE	0039100	EXHAUST LABOR	65.00
	42840	B & S AUTOMOTIVE SERVICE	0039182	ALIGNMENT/ROTATION	110.00
	42840	B & S AUTOMOTIVE SERVICE	0039419	HEADLIGHT CONNECTOR	76.39
				ACCOUNT TOTAL	251.39 *
5230	TELEPHONE				
	28501	VERIZON WIRELESS	9868572891	WIRELESS	120.09
				ACCOUNT TOTAL	120.09 *
5540	TRAINING				
	43293	PWW MEDIA, INC	2020-2125	REGISTRATION FEE	129.00
				ACCOUNT TOTAL	129.00 *
5810	DUES				
	42958	VIRGINIA ASSOCIATION OF VO	14750	MEMBERSHIP DUES	200.00
				ACCOUNT TOTAL	200.00 *
6001	OFFICE SUPPLIES				
	19540	QUILL LLC	12778896	MONITOR STAND	49.99
				ACCOUNT TOTAL	49.99 *

AP375H
1/07/2021
FUND # - 001

FLOYD COUNTY
LISTING OF INVOICES FOR 1/12/2021 -- 1/12/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
6004		MEDICAL AND LABORATORY SU			
	42833	BOUND TREE MEDICAL, LLC	83879797	MEDICAL SUPPLIES	281.51
	42833	BOUND TREE MEDICAL, LLC	83892976	MEDICAL SUPPLIES	764.28
	42837	ARC3 GASES	07608259	OXYGEN USP MEDICAL	49.48
	42837	ARC3 GASES	07620585	OXYGEN USP MEDICAL	47.08
	42837	ARC3 GASES	07632778	OXYGEN USP MEDICAL	29.80
				ACCOUNT TOTAL	1,172.15 *
6008		GASOLINE			
	11850	CLARK GAS & OIL	NOV20-2	EMS FUEL	1,099.19
				ACCOUNT TOTAL	1,099.19 *
6011		UNIFORMS/WEARING APPAREL			
	42733	FIRE RESCUE & TACTICAL	4354	COATS FOR STAFF	882.45
				ACCOUNT TOTAL	882.45 *
6014		OTHER OPERATING SUPPLIES			
	40550	RAM SOFTWARE SYSTEMS, INC	13646	AIM SAAS	500.00
				ACCOUNT TOTAL	500.00 *
				MAJOR TOTAL	4,404.26 **
				FUND TOTAL	696,912.94

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1/07/2021
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FLOYD COUNTY
LISTING OF INVOICES FOR 1/12/2021 -- 1/12/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
032030	**FIRE AND RESCUE FUND**				
3202	FIRE DEPARTMENT OPER. AND				
	420	APPALACHIAN POWER	574040803 NOV20	LOCUST GROVE FIRE	203.71
	2310	FLOYD COUNTY VOLUNTEER	FY21 3RD QTR	3RD QTR ALLOCATION	40,000.00
	42948	DAVID CLEMONS	JAN21	STATION 3 DRAIN FLD	418.00
				ACCOUNT TOTAL	40,621.71 *
3203	RESCUE SQUAD OPER. AND MA				
	1840	FLOYD COUNTY LIFESAVING AN	12/28/20	OPERATIONS BUDGET	7,250.00
				ACCOUNT TOTAL	7,250.00 *
				MAJOR TOTAL	47,871.71 **
				FUND TOTAL	47,871.71

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
042030	**SOLID WASTE**				
3140	LANDFILL MONITORING				
	340	DRAPER-ADEN ASSOCIATES	2020110436	PROJECT 5963-37	11,886.94
				ACCOUNT TOTAL	11,886.94 *
3310	REPAIRS AND MAINTENANCE				
	370	VIA'S TRUCK & TRACTOR REPA	0023948	MACK REPAIR	11,379.77
	370	VIA'S TRUCK & TRACTOR REPA	0024111	MACK REPAIR	1,552.42
	370	VIA'S TRUCK & TRACTOR REPA	0024168	16 PETE REPAIRS	3,393.79
	370	VIA'S TRUCK & TRACTOR REPA	0024191	MACK REPAIRS	1,203.89
	830	CARTER MACHINERY COMPANY,	2786442	BELTS, HARDWARE	131.02
	1270	C.W. HARMAN & SON	335978	CREDIT MEMO	37.97-
	1270	C.W. HARMAN & SON	353671	OIL, BELT	33.88
	41130	BOONE TRACTOR & IMPLEMENT	SI20584	PARTS	163.39
	41130	BOONE TRACTOR & IMPLEMENT	WI29366	PARTS	233.05
	41130	BOONE TRACTOR & IMPLEMENT	WW05681	WIRE NEW SWITCHES	52.05
				ACCOUNT TOTAL	18,105.29 *
5110	ELECTRICAL SERVICE				
	420	APPALACHIAN POWER	LFILL LT NOV20	OUTSIDE LIGHT	9.81
	420	APPALACHIAN POWER	533505157 NOV20	LANDFILL	322.68
				ACCOUNT TOTAL	332.49 *
5230	TELEPHONE				
	28501	VERIZON WIRELESS	9868572891	WIRELESS	34.34
				ACCOUNT TOTAL	34.34 *
5415	DEBT SERVICE/INTEREST:FOR				
	42888	SKYLINE NATIONAL BANK	JAN21 9971979	LOAN 9971979	419.60
				ACCOUNT TOTAL	419.60 *
6008	GAS, OIL, ETC.				
	70	CLARK GAS AND OIL CO.	U9120249	REG GAS EXEMPT	240.46
	70	CLARK GAS AND OIL CO.	U9120250	ROAD DSL EXEMPT	1,127.45
	70	CLARK GAS AND OIL CO.	U9120321	ROAD DSL EXEMPT	845.91
	70	CLARK GAS AND OIL CO.	U9120358	ROAD DSL EXEMPT	854.33
	70	CLARK GAS AND OIL CO.	U9120395	REG GAS EXEMPT	261.27
				ACCOUNT TOTAL	3,329.42 *
6014	OTHER OPERATIONAL SUPPLIE				
	290	CINTAS	4069572541	UNIFORMS	122.82
	290	CINTAS	4070231584	UNIFORMS	122.82
	290	CINTAS	4070893735	UNIFORMS	138.62
	290	CINTAS	4071501766	UNIFORMS	122.82
	290	CINTAS	4072143790	UNIFORMS	122.82
	41840	SOSMETAL PRODUCTS INC	1426121	GLASS CLEANER,TOWELS	130.29
	42920	FINN GRAPHICS INC.	00007868	SIGN FOR TRANSFER ST	420.00
	42991	WINZER	6778714	TIRE REPAIR SUPPLIES	95.57
	42991	WINZER	6778715	FLEET LIGHTING	97.28
	42991	WINZER	6779599	BULK CHEMICALS	1,001.74
	43026	K & K SAFETY	911	GLOVES	231.90
				ACCOUNT TOTAL	2,606.68 *
6023	CONTRACT SERVICES/HAULING				
	26980	OUTHOUSE TOILET RENTALS	7801	LEACH TANK PUMPED	275.00

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	26980	OUTHOUSE TOILET RENTALS	7848	LEACH TANK PUMPED	275.00
	36910	NEW RIVER RESOURCE AUTHORI	DEC20	TRASH HAULING	36,364.80
	36970	THOMPSON TRUCKING, INC	89587	TRASH HAULING	17,071.50
	36970	THOMPSON TRUCKING, INC	90078	TRASH HAULING	898.50
				ACCOUNT TOTAL	54,884.80 *
8106		CAPITAL OUTLAY:TIRES			
	43091	EVOLUTION WHEEL	2020/213	TIRES	2,900.00
	43291	SCOTTIE'S USED TIRES	5681	TIRES	4,560.00
				ACCOUNT TOTAL	7,460.00 *
				MAJOR TOTAL	99,059.56 **
042040		**RECYCLING**			
3310		REPAIRS & MAINTENANCE			
	70	CLARK GAS AND OIL CO.	S0008266	THERMOSTAT	111.28
	1270	C.W. HARMAN & SON	355946	ULTRA SNAP TRAP	9.98
				ACCOUNT TOTAL	121.26 *
3400		TIRE DISPOSAL TRANSPORTAT			
	43038	FRONTLINE LOGISTICS INC	FCTS-19/2	TICKET DIFFERENCE	83.85
				ACCOUNT TOTAL	83.85 *
5110		ELECTRIC SERVICE			
	420	APPALACHIAN POWER	533505158 NOV20	RECYCLE CENTER	460.15
				ACCOUNT TOTAL	460.15 *
6008		GAS/PROPANE/KEROSENE			
	70	CLARK GAS AND OIL CO.	U9120249	REG GAS EXEMPT	112.58
	70	CLARK GAS AND OIL CO.	U9120250	ROAD DSL EXEMPT	34.41
	70	CLARK GAS AND OIL CO.	U9120321	ROAD DSL EXEMPT	25.81
	70	CLARK GAS AND OIL CO.	U9120358	ROAD DSL EXEMPT	26.07
	70	CLARK GAS AND OIL CO.	U9120395	REG GAS EXEMPT	122.32
	70	CLARK GAS AND OIL CO.	U9290300	LPG DELIVERY	256.32
				ACCOUNT TOTAL	577.51 *
6014		COLLECTION BAGS, ETC.			
	2350	ASSOCIATED BAG COMPANY	G194277	POLY CAN LINERS	768.63
				ACCOUNT TOTAL	768.63 *
6023		HAULING REFRIGERATORS/SCR			
	17430	FRANKLIN CONTAINER SRVICE	10/13/20	SCRAP/CARDBOARD	1,051.00
	43090	SCOTT INDUSTRIES LLC	1294	RECYCLING	25.20
				ACCOUNT TOTAL	1,076.20 *
				MAJOR TOTAL	3,087.60 **
				FUND TOTAL	102,147.16

AP375H
 1/07/2021
 FUND # - 140

FLOYD COUNTY
 LISTING OF INVOICES FOR 1/12/2021 -- 1/12/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031400	**E911**				
3160		Mapping/Addressing			
	30770	KING-MOORE, INC	3916	ADDRESSING/MAPPING	604.50
				ACCOUNT TOTAL	604.50 *
3175		TRUNK LINE MO CHARGE/CITI			
	38030	VERIZON	NOV20 911	FC 911	11.16
				ACCOUNT TOTAL	11.16 *
3310		Repairs/Maintenance			
	43110	TECH SQUARED INC	19582	E911 EQUIPMENT	358.00
				ACCOUNT TOTAL	358.00 *
5230		TELEPHONE			
	34410	CITIZENS TELEPHONE COOP	02100911S20336	MTHLY ACCESS CHARGES	708.89
				ACCOUNT TOTAL	708.89 *
8116		WIRELESS DATA BASE COSTS			
	43096	U.S. BANK EQUIPMENT FINANC	430948869	ADMIN COPIER	56.49
				ACCOUNT TOTAL	56.49 *
				MAJOR TOTAL	1,739.04 **
				FUND TOTAL	1,739.04

AP375H
1/07/2021
FUND # - 250

FLOYD COUNTY
LISTING OF INVOICES FOR 1/12/2021 -- 1/12/2021

BEFORE CHECKS
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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
022010					
8001		COMMONWEALTH ATTORNEY DRU			
	28501	VERIZON WIRELESS	9866083322	WIRELESS	419.17
				ACCOUNT TOTAL	419.17 *
				MAJOR TOTAL	419.17 **
				FUND TOTAL	419.17
				TOTAL DUE	849,090.02

Approved at meeting of _____ on _____.

Signed _____
Title _____ Date _____

Title _____ Date _____

Title _____ Date _____

January 7, 2021

Floyd County Board of Supervisors

RE: Garage structure at the Floyd County Landfill

The Transfer Station would like the opportunity to request bids for the following projects:

1. Reroofing for the garage. The garage was built in 1975. The roof had a layer of coating applied some time before 2010. Rust has been bleeding through the coating, causing the roof to leak for the past two years. Through cost assessment, we found reroofing is cheaper than roof replacement.
2. Replacing the lights in the garage. The lights are old. Some have been replaced, though the majority of lights are not working. The recommendation for replacement would be new LED High Bay Lights with a changeable bulb. This would provide better lighting and save on electrical costs.

Thank you,

Sherrell Thompson
Mark Bolt

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.

December 2020 Plats

1 – Lot Subdivision, Tax Map # 43-48B (38.830 acres); New parcel “Lot Subdivision” 8.830 acres and remainder being 25.000 acres. Property of Nola May Strickler to be acquired by Robert Addison Pearce, located on Secondary Route 699 (Bluebird Rd NE) in the Court House Magisterial District on survey dated October 16, 2020, Job # 4829D by L. J. Quesenberry.

Lot Line Revision, Tax Map # 64-11A (7.5081 acres), Tax Map # 64-11B (7.7973 acres) and Tax Map # 64-12 (16.5131 acres); New acreages being Tax Map # 64-11A 2.0223 acres, Tax Map # 64-11B 13.4107 acres and Tax Map # 64-12 16.3855 acres. Property of HCNT Properties LLC, Terry E. Reed (Life Estate), and Anna G. Reed (Life Estate) located off of US Route 221 (Floyd Hwy S) in the Court House Magisterial District on survey dated October 5, 2020, Job #273-19 by John D. Lewis.

1 - Lot Subdivision, Tax Map # 21-95B (39.69 acres); New parcel 7.069 acres to be conveyed to B. W. Sonnenberg, and remainder being 32.62 acres. Property of B & S Agriculture, Inc., located on Secondary Route 641 (Timberline Rd SE) in the Locust Grove Magisterial District on survey dated December 2, 2020, Job # 9103 by D. Jeffrey Scott.

1 - Agricultural Subdivision, Tax Map # 78-104 (95.21 acres); New parcel 83.2134 acres (24.43± in Floyd County and 58.7817 acres in Patrick County, Tax Map # 4416-(-)-52) to be conveyed to Donald V. Stringfellow, and remainder being 12.000 acres located solely in Patrick County. Property of Maude B. Shelor Family Limited Partnership (F/K/A Fanny Boyd Anderson Family Limited Partnership) located on Secondary Route 758 (Willis Rd) in the Burks Fork Magisterial District on survey dated December 30, 2020, Job # 257-20 by John D. Lewis.

December 2020 Plats of Record

16.21 acres. Tax Map # 43-48C. Property of Robert Addison Pearce, located on Secondary Route 699 (Bluebird Rd NE) in the Court House Magisterial District on survey dated October 16, 2020, Job # 4829E by L. J. Quesenberry.

229.427 acres total. Boundary Survey only. Tax Map #'s 28-57 (55.477 acres – plat incorrectly identifies the parcel is Tax Map # 29-57), Tax Map # 28-58 (170.048 acres), and # 29-29A (3.902 acres). Property of Marion T. Jones, located on Secondary Route 615 (Christiansburg Pike NE) in the Alum Ridge Magisterial District on survey dated April 3, 2013, Job # 4416 by L. J. Quesenberry.

12.778 acres. Tax Map # 10-11. Property of Irvin Glenn Waldron, Alice W. Hamblin, and Mark R. Waldron, located on Secondary Route 645 (Twin Falls Rd NE) in the Locust Grove Magisterial District on survey dated September 18, 2020, Job # 9146 by D. Jeffrey Scott.

Subdivision Agent Report

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

Year: 2018	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	4	4	0	8	321.870	4	5	9	\$640.00
February	1	0	0	0	1	41.339	7	6	8	\$560.00
March	0	0	1	0	1	19.500	1	5	2	\$120.00
April	0	3	10	0	13	230.360	4	10	9	\$1,110.00
May	0	5	0	0	5	111.634	3	0	7	\$460.00
June	0	0	2	0	2	34.984	4	1	6	\$360.00
July	6	2	1	0	9	290.920	0	0	5	\$600.00
August	0	2	1	0	3	50.276	1	3	4	\$240.00
September	2	3	0	0	5	270.189	3	3	7	\$440.00
October	0	3	0	0	3	88.039	2	3	3	\$200.00
November	3	1	0	0	4	229.057	6	2	10	\$680.00
December	3	1	1	0	5	206.746	4	6	8	\$760.00
Y-T-D Total	15	24	20	0	59	1,894.914	39	44	78	\$6,170.00



Ralph S. Northam
Governor

R. Brian Ball
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Erik C. Johnston
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

December 10, 2020

Terri M. Morris
Floyd County Administrator
Floyd County
120 West Oxford Street
Floyd, Virginia 24091-2222

RE: Community Development Block Grant #20-20-11
Floyd County VIDA Program Project
Contract Execution

Dear Ms. Morris:

The Virginia Department of Housing and Community Development (DHCD) congratulates you on completing all the activities required for the execution of the Floyd County FY2020 Community Development Block Grant (CDBG) agreement for the VIDA Program.

Enclosed is the County's CDBG agreement. Please sign on the signature page and at the end of the Assurances. You will observe a notary public must acknowledge your signature. Return the signed agreement to me (in its entirety, whether mailed or scanned) at the DHCD Richmond Office. Upon receipt of the agreement, it will be signed by Mr. Jay Grant, DHCD's Deputy Director of Community Development. DHCD will then upload the executed contract into the Centralized Application and Management System (CAMS) and you can download a copy for your records. If you would like an original signature page, you can request it and DHCD will send you an original signature.

Thank you for your cooperation and we look forward to working with you during implementation of this project.

Sincerely,

Amanda Healy
Associate Director

Enclosures

- c: Lydeana Martin, Floyd County
- Kirsten Vroman, DHCD
- Joanne Peerman, DHCD

03-07/7-28-20

Partners for Better Communities



www.dhcd.virginia.gov

CONTRACT #20-20-11
GRANTEE: Floyd County
CFDA# 14.228

AGREEMENT

This AGREEMENT, entered into as of this **4th day of December, 2020**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and **Floyd County**, Virginia hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of Community Improvement Grants according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for CDBG funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE a COMMUNITY IMPROVEMENT GRANT in an amount of the total allowable, eligible costs in carrying out the ACTIVITIES included in Products herein described not to exceed Two Hundred Thousand dollars (\$200,000.00).
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its CDBG Grant.
3. The GRANTEE will commence, carry out and complete the following Products (more thoroughly described in the GRANTEE'S CDBG Proposal).

PROJECT TITLE: Floyd County VIDA Program

OUTCOMES: To assist low income households with a match savings program, resulting in purchasing a home or opening or expanding a business.

BENEFITS: A total of thirty-seven (37) persons in the project area will benefit from this project, all of whom are LMI, through the VIDA match savings program.

ACTIVITIES:

- A. Administration of this project in a timely and compliant manner, and**
- B. Thirty-seven (37) low and moderate-income individuals will complete the Virginia Individual Development Account Program for the purposes of launching or expanding a business, or purchasing a home.**

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost underruns or project savings, these costs shall revert to DHCD and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT'S ability to be funded initially.
6. The GRANTEE will initiate the ACTIVITIES required by the CONTRACT DOCUMENTS beginning **December 4, 2020**, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within **twelve (12) months** of the execution of this AGREEMENT, or more specifically on or before **December 3, 2021**. If the ACTIVITIES are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately twenty-one days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.
9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.
 - A. GRANTEE'S CDBG Proposal (including revisions);
 - B. CDBG AGREEMENT;
 - C. SPECIAL CONDITIONS;
 - D. GENERAL CONDITIONS;
 - E. ASSURANCES;
 - F. AMENDMENTS (none as of the date this Agreement was signed);
 - G. GRANT MANAGEMENT MANUAL (Those items specified as being required);
 - H. CONTRACT NEGOTIATION RECORD;
 - I. PROJECT MANAGEMENT PLAN;
 - J. PROGRAM INCOME PLAN; and
 - K. ANY PROJECT SPECIFIC PLAN AND/OR PROGRAM DESIGN.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: _____
Jay Grant, Deputy Director

City of Richmond,
Commonwealth of Virginia

I do certify that Jay Grant personally appeared before me and made oath that he is Deputy Director of the Department of Housing and Community Development and that he is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of _____, 20_____.

Notary Public Registration Number

FLOYD COUNTY

BY: _____ DATE: _____
Cynthia Ryan, Acting County Administrator

City/County/Town of _____,
Commonwealth of Virginia

I do certify that Cynthia Ryan personally appeared before me and made oath that she is Acting County Administrator of the Floyd County and that she is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____ day of _____, 20_____.

Notary Public Registration Number

SPECIAL CONDITIONS

1. Notwithstanding the effective date of this contract, **December 4, 2020**, eligible administrative expenses not to exceed \$5,000.00 incurred prior to this date have been approved for reimbursement. The effective date of this authorization is **July 23, 2020**.
2. A total of \$500.00 in leverage funds is committed to this project by the GRANTEE. Sources of funds are as follows:

<u>Local</u>	<u>\$500.00</u>
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These funds shall be expended prior to or in proportion to CDBG Funds within the budget, per activity. If additional leverage funds are committed to the project beyond those outlined above, the required leverage will remain at the originally approved amount. Documentation of the expenditure of these funds shall be maintained by the Grantee and reported to DHCD at the time of compliance reviews and request for final payment.

3. DHCD expects remittance requests for *each* CDBG-funded budget activity to be submitted *at least quarterly*. All remittance requests must be submitted via CAMS and shall be accompanied at least by a cover memorandum and copies of relevant invoices and checks. Remittances for administration expenses will be accepted and processed **only** on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the GRANTEE and the assigned Community Development Specialist. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. The GRANTEE must include a comparable compensation process for making payments to contractual service providers, and that process with benchmarks and a compensation schedule must be included in contracts with service providers.
4. All grant-related work shall occur using a management team concept and representing all stakeholders, including but not limited to neighborhood residents (sparkplugs), the engineer and/or architect, the rehab specialist, the housing program administrator, the grant administrator, the Chief Executive, the Director of Public Works, and the local Planner, as appropriate.
5. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project's progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.
6. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Project Management Plan.
7. Monthly progress reports must be submitted to DHCD. These reports must document CDBG and non-CDBG funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.

8. DHCD reserves the right to receive additional documentation pertaining to construction, professional service, non-professional service or other contracts obligating CDBG funds prior to approving drawdown requests.
9. Throughout the life of the project, the GRANTEE will ensure that the appropriate staff attends all relevant DHCD training. Depending upon the training being offered, this may include the grant manager, contract compliance officer and the financial manager.
10. Throughout the life of the project, the GRANTEE will ensure that the appropriate staff attends all required DHCD training, including the annual Grant Management Workshop. Depending upon the training being offered, the individuals who must attend may include the grant manager, the rehabilitation specialist, the federal labor standards contract compliance officer and/or the financial manager.
11. As the Centralized Application and Management System (CAMS) is implemented, at a minimum, the following must be observed:
 - A. The original executed GRANT AGREEMENT must be mailed to DHCD, along with the original Certification of Signatures and Address. Upon receipt of the AGREEMENT, it will be signed by DHCD's Deputy Director of Community Development. DHCD will upload the executed AGREEMENT into CAMS. The GRANTEE must download a copy and place it into the official grant project files. **If the GRANTEE would like an original signature page, the GRANTEE should request it when it returns the AGREEMENT.**
 - B. After the AGREEMENT has been executed, the GRANTEE must submit the project budget into CAMS.
 - C. After it has been signed by all required signatories except for the Community Development Specialist, the Project Management Plan, including the timeline, must be mailed to DHCD. The Plan will be signed by the Community Development Specialist and uploaded into CAMS.
 - D. All correspondence, including contract amendment and budget revision requests, must be uploaded into "Reports and Communication" in CAMS as *correspondence* documents.
 - E. All ACTIVITIES required by this contract must be uploaded into "Reports and Communication" in CAMS as *contract* documents.
 - F. All remittance requests must be submitted through "Remittance" in CAMS. If products are submitted in "Reports and Communication" at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.
 - G. The following pre-contract activity documents must be scanned in its entirety and as a single document and uploaded into "Reports and Communication" in CAMS as *contract* documents: Published Combined Notice of FONSI & NOI-RROF advertisement; Executed Request for Release of Funds and Certification; Executed Fair Housing Certification; Executed Program Income Plan, including the list of appointed Oversight Board members, if appropriate; Executed Program Design(s), including Oversight Board by-laws, if appropriate; Executed Industry

Agreements; and Executed Certification of Signatures and Address.

- H. All annual financial audit reports as required by this AGREEMENT shall be submitted through CAMS.

GENERAL CONDITIONS

1. **DEFINITIONS** - Whenever used in the **CONTRACT DOCUMENTS** the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
 - A. **AMENDMENT** - A formal addition or modification to the **CONTRACT DOCUMENTS** which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the **PROJECT**, or which affects the manner in which the **PROJECT** is to be carried out.
 - B. **APPLICANT** - The entity which made the proposal for **COMMUNITY IMPROVEMENT GRANT** funding and accepted responsibility for assuring compliance and performance of all conditions.
 - C. **ASSURANCES** - The **ASSURANCES** which are attached to this document.
 - D. **COMMUNITY IMPROVEMENT GRANT (CIG)** - The funds, the **PROJECT** and **PRODUCTS** to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by **DHCD** to the **GRANTEE** from **Community Development Block Grant** funds allocated by the U.S. Department of Housing and Urban Development.
 - E. **CONTRACT DOCUMENTS** - The legal agreement between **DHCD** and the **GRANTEE** including the **AGREEMENT** and all documents referenced in paragraph 9 thereof.
 - F. **GRANTEE** - The entity which is the recipient of **CIG** funds and as such must comply with **CONTRACT DOCUMENTS**.
 - G. **MANUAL** - The **Community Improvement Grant Management Manual**, which contains required forms and instructions for the administration of **CIG's** and provides required and non-required procedures for project management.
 - H. **PRODUCT** - A **PROJECT** activity which constitutes a specific portion of the **PROJECT**, and as such is covered by its own budget.
 - I. **PROJECT** - The physical activities undertaken to meet the overall stated objective for which **CIG** funding is utilized.
 - J. **PROJECT MANAGEMENT PLAN** - A plan prepared by the **Grantee**, which identifies roles, responsibilities, method of contract administration and oversight, key dates for task implementation and completion, analysis of potential problems and management organization.
 - K. **WORK** - All labor, equipment and materials necessary to produce the construction of the **PROJECT** as required by the **CONTRACT DOCUMENTS**.

- L. WRITTEN NOTICE - Any notice from one party to the AGREEMENT to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.
2. ADMINISTRATIVE PROCEDURES - The GRANTEE shall perform all contracted WORK and administer all grant funds and activities in conformance with the general terms and special conditions set forth where required in DHCD's MANUAL, and any WRITTEN NOTICES from DHCD.
3. ACCOUNTING RECORDS - The GRANTEE shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of the Code of Federal Regulations (24 CFR Part 85), the DHCD MANUAL requirements and any WRITTEN NOTICES from DHCD. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE locality.

4. COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION - No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by DHCD.
5. PROGRAM BUDGET - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the MANUAL, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 16 of these General Conditions.
6. RECORDS - The GRANTEE shall maintain such records in such a manner as prescribed in the MANUAL. Records shall be readily accessible to DHCD, appropriate State and Federal agencies, and the general public during the course of the project and shall remain intact and accessible for five years from final closeout. Except if any litigation claim or audit is started before the expiration of the five year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a five year period following final disposition.

7. **REPORTS** - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed in the MANUAL and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. **QUALITY CONTROL** - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.

The GRANTEE shall obtain a certification of inspection and final completion signed by the project engineer or by the person responsible for quality control at the completion of each construction ACTIVITY.

9. **COMMUNICATIONS - WRITTEN NOTICES** shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. *Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions.* All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person, uploaded into CAMS or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. **ACCESS TO BENEFITS** - No access or connection fees shall be charged to low- and moderate-income persons for access to improvements or benefits provided by grant funds. All low- and moderate-income persons identified in the proposal shall be assured access to and use of grant assisted improvements by regular user charges for the specified service.
11. **BENEFITS** - The PROJECT shall be implemented in such a manner so as to provide benefits to all persons identified in the project proposal. Affirmative steps shall be taken to assure direct benefit to low- and moderate-income persons in the number and extent identified in the proposal.
12. **PROGRAM INCOME** - Any income derived from activities financed with grant funds is program income and shall be utilized in the following manner:

- A. Program income earned during the life of the grant is considered Active Program Income. It must be tracked by contract year. A contract year begins with the effective date of the contract and concludes 364 days later. Grantees shall track all Program Income based on the date that it is earned and report said amounts to DHCD when requested. When Active Program Income exceeds \$35,000 in any given contract year, 100% of that income earned must be spent immediately for eligible project expenses in lieu of drawing down funds. The Grantee may be able to access the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement.

When Active Program Income is less than \$35,000 in a given contract year, it does not have to be expended immediately. It may be held in an interest bearing account. The Active Program Income and interest earned from it must be tracked by the Grantee. All Active Program Income earned in given program years in amounts of under \$35,000 per year can accumulate until the end of the project. The cumulative amount of these funds shall be used on eligible CDBG project activities at the end of the project. In these cases, the Grantee may use the program income in addition to the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement. Funds remaining at Administrative Closeout of the grant must be returned to DHCD.

- B. Miscellaneous revenue is proceeds received in a 12-month reporting period (July 1 – June 30) of less than \$35,000 from an administratively closed project funded with CDBG monies. No amount of miscellaneous revenue received in the reporting period may be expended until after the period has ended and that fiscal year's report has been submitted to and approved DHCD. Grantees must retain the funds until it is authorized by DHCD to expend the proceeds locally. It must be returned to DHCD, unless DHCD has approved a Program Income Plan. Program Income Plans must be revised when the Grantee wants to change the activities approved. The revised plan must be submitted to DHCD for review and approval.
- C. Inactive program income is all revenue received in a 12-month reporting period (July 1 – June 30) of \geq \$35,000 from an administratively closed project funded with CDBG monies. All inactive program income received in the 12-month reporting period will be held in reserve until after the reporting period has ended and that fiscal year's report has been submitted to and approved by DHCD.

At the time the report is submitted, a specific work plan and budget may be submitted, outlining the proposed use of inactive program income. A timeline to expend all funds within twelve (12) months must be included. Work plans will only be approved if the proposed activities are the same activities for which the proceeds were generated.

Inactive program income must be reported to DHCD along with the other required annual reports e.g.; Activity and Beneficiary, Section 3, and Contract and Subcontract Activity Reports at the end of the state fiscal year.

It must be reported for five years and then can be expended according to the approved Program Income Plan.

Projects assisted with tax credits or other equity investment type projects MUST return all of its inactive program income to DHCD. Contact Division of Community Development's Fiscal Analyst for instructions on how to do so.

- D. Any lump sum receipt of inactive program income of \$35,000 or more during a state fiscal year (July 1 – June 30) must be reported to DHCD at the time it is received and transmitted to DHCD within 60 days. Returned funds should be made payable to *Treasurer of Virginia*. The check's memo line should indicate the grant number and the type of funds being returned e.g.; CDBG inactive program income. A reference in the required audit is not sufficient.
 - E. Program income funds must be accounted for separately on the balance sheet. It must be tracked by the amounts due and received monthly by client's name, separated by active/inactive status and by contract number, project year and by amount expended annually. Copies of supporting documents must be placed in the grant project files.
13. CONTRACT SECURITY - The GRANTEE shall secure all materials and equipment, purchased or paid for with grant funds through insurance coverage of the full value of the same.
- All persons contracted, employed or otherwise utilized in the grant and having responsibility for the management, disposition, expenditure or use of Grant funds shall be bonded by a surety registered to do business in the Commonwealth of Virginia in an amount commensurate with their authority and potential liability.
14. METHOD AND TIMING OF PAYMENT - The GRANTEE shall utilize Request for Payment procedures as specified in the MANUAL. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested grant funds.
15. DRAWDOWN AND PAYMENT OF GRANT FUNDS - Drawdowns and expenditure of CDBG funds must be made subsequent to or in proportion to other funds within the budget per activity, and in accord with an agreed-upon pay-for-performance schedule.
16. BUDGET REVISIONS/AMENDMENTS - The GRANTEE shall not obligate, encumber, spend or otherwise utilize CIG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the

GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.

17. CHANGE ORDERS - DHCD must approve all change orders on construction contracts. Any change order, regardless of cost, which results in a change of project scope, will be a disallowed cost.
18. TERMINATION, SUSPENSION, CONDITIONS -

- A. FOR CAUSE - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

- B. FOR CONVENIENCE - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S CIG Proposal, or will be completed by the GRANTEE through its own or other resources; and
- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CIG recipient.

19. **SUBSEQUENT CONTRACTS** - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the PRODUCTS for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

Grantees shall obtain a financial disclosure report from all contractors, subcontractors, developers, and consultants which certifies the financial interest of all officers, directors, principal stockholders, or other persons who will have a \$50,000 or 10 percent or greater interest in the contract whichever is lower.

20. **POLITICAL ACTIVITY PROHIBITED** - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.
21. **INTEREST OF MEMBER OF AGENCY AND OTHERS** - No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
22. **OFFICIALS NOT TO BENEFIT** - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise therefrom.
23. **CERTIFICATIONS** - The GRANTEE certifies that it will comply with the following:
 - A. Freedom of Information Act;
 - B. Virginia Conflict of Interest Act; and
 - C. Virginia Fair Employment Contracting Act.

24. **BENEFICIARIES** - There are no third party beneficiaries of this AGREEMENT. The provisions contained in these CONTRACT DOCUMENTS represent the entire AGREEMENT between DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE'S CIG proposal, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE'S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE'S community or elsewhere as a third-party beneficiary of this contract.
25. **AUDITS** – All GRANTEES that receive funding during a program year and/or have projects in progress are required to submit financial statements to DHCD. Required statements are as follows: Financial Statement**, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Financial Statements that have been audited by an independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 (Regardless of source)	Financial Statement(s) prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 (Regardless of source)	Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 (Regardless of source)	Financial Statement(s) that have been audited by an Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

**Does not require preparation by a CPA

Required financial statements must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial Statement(s), audited financial statement(s), and 2 CFR 200 Subpart F audit only) - whichever comes first.

Entities must electronically submit their financial statement(s), reviewed financial statement(s), audit financial statement(s), 2 CFR 200 Subpart F audit in DHCD's Centralized Application and Management System (CAMS,) which requires the

organization to register in CAMS at <https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx>. Entities are required to have a DHCD reviewed and approved current audit or financial statement(s) in order to submit a remittance request.

Additional reporting requirement (for local governments and non-profit organizations)

In accordance with the Code of Federal Regulations, Title 2 CFR Part 200 Subpart F, non-Federal entities that expend \$750,000 or more in federal awards within the entity's fiscal year are required to complete a "Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations" (see Appendix A for sample form), upload your audit to CAMS and submit a copy of your Audited Financial Statement to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/files/2013%20Form%20SF-SAC.pdf>.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-audit-policy.pdf>.

ASSURANCES/CERTIFICATIONS

The GRANTEE hereby assures and certifies that:

1. It possesses legal authority to execute the PROJECT.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the PROJECT application including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the GRANTEE to act in connection with the PROJECT application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of GRANTEE approved by the Virginia Department of Housing and Community Development:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
 - b. Is authorized and consents on behalf of the GRANTEE and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
4. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations 2 CFR 200, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
5. It will comply with:
 - A. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - B. Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
 - C. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)

During the performance of this contract, the GRANTEE agrees as follows:

- (1) The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers ' representatives of the GRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The GRANTEE will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The GRANTEE will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The GRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the GRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

D. Subcontracts

Each contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

6. All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.
7. All parties to this contract hereby agree to comply with the provisions of Section 109 of the *Housing and Community Development Act or 1974*, as amended which provides: No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount – no minimum threshold.
8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
10. It will require buildings or facilities designed with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, in accordance with the Virginia Uniform Statewide Building Code. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

11. It will comply with Section 3 of the *Housing and Urban Development Act of 1968*, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
12. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control, and abatement of water pollution.
13. It will comply with Section 104 (1) of the *Housing and Community Development Act of 1974*, as amended, in that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.

Cynthia Ryan, Acting County Administrator

Date

Community Development Block Grant: Floyd County Scatter-Site Housing Rehabilitation Project

**Task Order between Floyd County and
New River Valley Regional Commission**

1. **Agreement:** This TASK ORDER is issued pursuant to the terms and conditions of this agreement between Floyd County (hereinafter referred to as the County) and the New River Valley Regional Commission (Commission).
2. **Purpose:** The purpose of this project is to rehabilitate or substantially reconstruct 15 homes in Floyd County that are owned or rented by households with low-to-moderate incomes. The project will also partner with several local and state organizations to leverage additional funding and resources to benefit these households.
3. **Outcomes:** Outcomes include the rehabilitation of nine (9) units, substantial reconstruction of six (6) units, all of which are low-to-moderate-income households, and the clearance of junk, debris, and dilapidated structures for Floyd residents.
- 4.
5. **Scope of Service:** The scope of services contained under this TASK ORDER include, but are not limited to the following:

Task 1: Pre-Contract Activities

- Establish a project Management Team, consisting of a minimum of one representative from Floyd County Board of Supervisors, County Administrator, project area representatives, Grant Manager, Floyd County Financial Manager, Building Official, Rehab Specialist, and community sparkplug.
- Complete items listed on CDBG Contract Negotiation Punch List, see Attachment A
- Task estimated completion – February 2021

Task 2: Administrative Oversight

- Coordinate monthly Management Team meetings
- Submit monthly meeting sign-in sheets and minutes to DHCD via CAMS
- Submit monthly progress reports to DHCD
- Maintain regular communication with Floyd County staff
- Assist in coordination of prequalified contractors' list with County and Rehab Specialist
- Assist in coordination of project construction: coordinate with County to confirm CDBG portion of invoices, reconcile invoices to budget, confirm appropriate signatures on invoices, receive notification of construction progress or any change orders
- Complete annual DHCD reporting requirements: CDBG Annual Activity and Beneficiary Report (CDBG Manual Appendix 25), Section 3 Summary Report (CDBG Manual Appendix 25), Annual Expenditure Report (provided by DHCD), and Contract and Subcontract Activity Report (CDBG Manual Appendix 26)
- Task estimated completion – February 2023

Task 3: Applicant Eligibility Verification & Construction Management Oversight

- Conduct intake for rehabilitation applicants, including applications and income verification documentation
- Coordinate with Rehab Specialist to ensure completion of HQS walkthroughs, work-writups, pre-bid meetings, bid packages, and recommendation of bid awards
- Coordinate with Housing Oversight Board to review and approve applicants, prequalified

- contractors, and contractor bids
- Prepare loan documentation
- Conduct loan closings with approved rehab applicants
- Coordinate temporary relocation for rehab participants, as needed
- Coordinate with Rehab Specialist to monitor construction progress, facilitate construction invoices and change orders, mitigate any conflicts, and provide all closeout paperwork
- Task estimated completion – February 2023

Task 4: Financial Oversight

- Maintain project budget across all funding sources (CDBG, USDA, Habitat for Humanity, FISH, Citizens, Sustain Floyd, Weatherization, Floyd County)
- Coordinate receipt and processing of project invoices in conjunction with Floyd County Finance Department
- Confirm proportionality of each invoice between CDBG funding, and leverage sources
- Submit regular draw down remittances through CAMS in conjunction with Floyd County Finance Department
- Track non-CDBG funding for proportionality and leverage documentation
- Task estimated completion – June 2019

Task 5: Track Beneficiaries

- Coordinate the tracking of project beneficiaries
- Report benefits to DHCD to facilitate grant closeout
- Task estimated completion - February 2023

6. Period of Performance: The work to be performed under this TASK ORDER shall be started on or about October 19, 2020 and continued until June 30, 2023 unless otherwise amended under the provisions of this TASK ORDER.
7. Cost of Service: The cost of service shall be \$80,000 billed to the County and reimbursed through grant funds. The County will be billed as project milestones in the attached Pay for Performance Budget (Attachment B) are achieved. Funding to the Commission is subject to annual appropriation of funds by the Floyd County Board of Supervisors.
8. The County agrees to make available any and all information, documentation or records requested by the Commission in order to complete the identified services outlined in this TASK ORDER.
9. Amendment and Termination: This TASK ORDER may be terminated if the project does not execute a contract with the Department of Housing and Community Development. This TASK ORDER may also be amended or terminated at any time by written notice from the County or the Commission. The Commission will be reimbursed for all services rendered up to the point of contract termination.

New River Valley Regional Commission
Kevin R. Byrd, Executive Director

DATE

Floyd County
Cynthia Ryan, Acting County Administrator

DATE

**FLOYD SCATTER SITE HOUSING REHAB PROJECT: PAY FOR PERFORMANCE BUDGET
CIG #20-20-16**

THRESHOLD	%	AMOUNT	CUMUL. %	CUMUL. AMOUNT	ESTIMATED TIMELINE
Execution of DHCD Contract	15%	\$12,000	15%	\$12,000	2/15/2021
Execution of Project Contracts - 15 @ \$1,000 each	19%	\$15,000	34%	\$27,000	ongoing
Contract Monitoring					
Submission of monthly reports - approx 24 @ \$250 each	8%	\$6,000	41%	\$33,000	Feb 2021 - Feb 2023
Monthly Mgmt Team Meeting - approx 24 @ \$250 each	8%	\$6,000	49%	\$39,000	Feb 2021 - Feb 2023
Construction Management					
Completion of 15 units @ \$2,000 each	38%	\$30,000	86%	\$69,000	Sept 2021 - Feb 2023
Achievement of Benefits	6%	\$4,500	92%	\$73,500	2/15/2023
Satisfactory Compliance Reviews - approx 2 @ \$2,500	6%	\$5,000	98%	\$78,500	interim: 2/2022 final: 2/2023
Administrative Closeout	2%	\$1,500	100%	\$80,000	4/2023

ATTACHMENT TO ALL NON-CONSTRUCTION CONTRACTS

Subpart A: Equal Employment Opportunity

1. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)
 - a. During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

Subpart B: Title VI of the Civil Rights Act of 1964, as Amended

All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.

Subpart C: Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount – no minimum threshold.

Subpart D: Section 3 of the Housing and Urban Development Act of 1968

(Applicable to all contracts/subcontracts valued at \$100,000 or more in federal funds)

1. The Section 3 area for this PROJECT is designated as the County of Floyd. Businesses and Residents of this County are considered “local” for project reporting purposes.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the *Housing and Urban Development Act of 1968*, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and that contracts in connection with the project be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.
3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:
 - a. The PUBLIC BODY and the CONTRACTOR shall analyze the tasks to be performed under this CONTRACT and identify:
 - (1) The opportunities for training and employment of lower income residents of the project area, and
 - (2) Contracts for construction contracts, non-construction contracts, materials and supplies in connection with the project to be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.

- b. After determining what construction contracts, non-construction contracts, materials and supplies will be needed to be procured by the CONTRACTOR to complete the contract:
 - (1) The CONTRACTOR shall fill all employment positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled. And, the CONTRACTOR will fill all vacant trainee positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available.
 - (2) The CONTRACTOR will subcontract to, and procure to the greatest extent feasible all construction contracts, non-construction contracts, materials and supplies necessary for the PROJECT from business concerns located and substantially owned by residents of the local (Section 3) county to the extent that such items are available, and of comparable quality and cost.
- c. The CONTRACTOR shall not circumvent these Section 3 requirements by:
 - (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the PROJECT; or
 - (2) Entering into procurement contracts immediately prior to undertaking work on the PROJECT.
- 4. The CONTRACTOR will include this Section in every subcontract for work in connection with this PROJECT and will at the direction of the PUBLIC BODY take corrective action pursuant to the SUBCONTRACT upon a finding that the SUBCONTRACTOR is in violation of these provisions. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of *Section 3 of the Housing and Urban Development Act of 1968*, and will not award any SUBCONTRACT unless the SUBCONTRACTOR has provided it with a preliminary statement of ability to comply with Section 3.
- 5. Compliance with the provisions of Section 3 and the provisions of this Section are a condition of the Federal financial assistance provided to the PROJECT, binding upon the PUBLIC BODY. Failure to fulfill these requirements shall subject the PUBLIC BODY, its contractors, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.

6. The parties to this CONTRACT verify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

Subpart E: Records Retention

The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Subpart F: Provisions Required by Law Deemed Inserted

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

Subpart G: Immigration Reform and Control Act of 1986

The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens.

Subpart H: Access to Records

The Public Body, the Virginia Department of Housing and Community Development, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

Subpart I: Drug-Free Workplace Act Assurances

The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

CDBG CONTRACT NEGOTIATION PUNCH LIST

Grant activities known as the Pre-contract Activities must be completed prior to the execution of the CDBG Agreement. These activities are listed below. They must be completed in consultation with the project's assigned Community Development Specialist (CDS). FAILURE ON THE PART OF THE GRANTEE TO COMPLETE PRE-CONTRACT ACTIVITIES BY February 19, 2021 MAY RESULT IN THE REVOCATION OF THE GRANT OFFER.

PRE-CONTRACT ACTIVITY	Date Approved by DHCD
1. Project Management Team (PMT): Finalize the membership.	_____
2. DHCD requires a facilitated management session (FMS) to be conducted by the CDS. A Project Management Plan and Timeline (including anticipated expenditure timeline) will be drafted at the FMS. (Appendix #13)	_____
3. Environmental Review Record/Request for Release of Funds (Appendix #2)	_____
4. Revised Project Budget/Pay-for-Performance Budget in CAMS (Appendix #3)	_____
5. Adopted Section 3 Business And Employment Plan (Appendix #4)	_____
6. Advertisements soliciting (1) Minority- and Female-Owned Businesses and (2) Section 3 County Businesses And Employees (Appendices #4 & #5)	_____
7. Adopted Non-Discrimination Policy (Appendix #6)	_____
8. Section 504 (1) Adopted Section 504 Self-Evaluation Plan/Checklist(s), Grievance Procedures, and 504 Coordinator Designation and (2) Section 504 Advertisement (Appendix #7)	_____
9. Adopted Anti-Displacement Plan (Appendix #8)	_____
10. Executed Certification of Yearly Action to Affirmatively Further Fair Housing uploaded in CAMS (Appendix #9)	_____
11. Completion of Procurement (Appendix #10): Grant Manager Rehabilitation Specialist Other:	_____ _____ _____
12. APPROVAL OF CONTRACTS/AGREEMENTS: Grant Management Services Rehabilitation Specialist	_____ _____ _____ _____

13. Completion/Approval of Programmatic Documents: Program Design Program Management Plan Program Income Plan Housing Rehab Program By Laws Other: _____	_____ _____ _____ _____																										
14. DOCUMENTATION OF 2 PUBLIC HEARINGS (Minutes and Sign-in Sheets)	_____																										
15. Executed Certification of Signatures and Address in CAMS (Appendix #27)	_____																										
16. Completion of Unresolved Issues	_____																										
17. Local Government Attendance At All Appropriate Workshops	_____																										
18. Clearance Of Findings On Previous PAAO Projects And Audit Submittals Up To Date CIG and PG Projects ARC Projects IPR Projects FY 2019 Audit Submittal	_____ _____ N/A _____																										
19. Documentation Of Availability And Expenditure Of All Funds Accepted As Leverage: <table border="0"> <thead> <tr> <th><u>Amount</u></th> <th><u>Source</u></th> </tr> </thead> <tbody> <tr> <td>\$ 1,400.00</td> <td>Floyd County-Lead Based paint</td> </tr> <tr> <td>\$ 100,000.00</td> <td>Habitat for Humanity</td> </tr> <tr> <td>\$ 6,000.00</td> <td>Floyd County Permit Waiver</td> </tr> <tr> <td>\$ 3,000.00</td> <td>Sustain Floyd- tree planting</td> </tr> <tr> <td>\$ 10,000.00</td> <td>Renovation Alliance</td> </tr> <tr> <td>\$ 15,000.00</td> <td>SERCAP</td> </tr> <tr> <td>\$ 3,000.00</td> <td>FISH-Volunteer Labor</td> </tr> <tr> <td>\$ 35,000.00</td> <td>Weatherization</td> </tr> <tr> <td>\$ 10,000.00</td> <td>USDA 504 Pending</td> </tr> <tr> <td>\$ 24,500.00</td> <td>Citizen Fiber Internet Pending</td> </tr> <tr> <td>\$ 173,400.00</td> <td>ACCEPTED TOTAL</td> </tr> <tr> <td>\$ 207,900.00</td> <td>Total Proposed Leverage Funding</td> </tr> </tbody> </table> Additional Information:	<u>Amount</u>	<u>Source</u>	\$ 1,400.00	Floyd County-Lead Based paint	\$ 100,000.00	Habitat for Humanity	\$ 6,000.00	Floyd County Permit Waiver	\$ 3,000.00	Sustain Floyd- tree planting	\$ 10,000.00	Renovation Alliance	\$ 15,000.00	SERCAP	\$ 3,000.00	FISH-Volunteer Labor	\$ 35,000.00	Weatherization	\$ 10,000.00	USDA 504 Pending	\$ 24,500.00	Citizen Fiber Internet Pending	\$ 173,400.00	ACCEPTED TOTAL	\$ 207,900.00	Total Proposed Leverage Funding	
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20. Full Pre-Contract Review	_____																										



To: Lydeana Martin, Floyd County
 John Mills, Giles County
 Emily Gibson, Montgomery County
 Elaine Holton, Pulaski County
 Melissa Skelton, City of Radford

From: Kim Thurlow, Housing & Community Development Initiatives Manager

Re: HOME Consortium Membership Renewal & Board Appointments

Date: December 15, 2021

Cc: Steve Ross, Chair, NRV HOME Consortium

Every three years HUD requires that the four counties and the City of Radford renew their membership in the Consortium (a town cannot be part of the Consortium unless the county it is in is a member). The HOME Consortium Cooperation Agreement signed by each Consortium members states that the Consortium member: "be notified in writing of its right not to participate for the successive three-year qualification period, six months prior to the expiration of the current agreement. Each member must notify the Lead Entity of its intention to renew the agreement or to allow it to expire no later than 90 days prior to the expiration of the current agreement. It is understood that non-participation by any one member may have the effect of discontinuing the Consortium and the forfeiture of future funding under the HOME Investment Partnership Program for all members."

The next three year period begins July 1, 2021. The HOME Consortium board appointments also coincide with the member renewal process. Therefore, by April 1st 2021 the four counties and City of Radford need to notify us if they will be continuing their membership in the HOME Consortium and who the two board appointees will be. Because a town cannot be part of the Consortium unless the county it is in is a member, it is the county that must make the two board appointments except in the case of Montgomery County, where, as the bylaws state: "As long as the Town of Blacksburg is the Lead Entity, one (1) representative shall be appointed by the Montgomery County Board of Supervisors and one representative shall be appointed by the Blacksburg Town Council." A county may delegate the appointment to a town as long as the county is a member of the Consortium, or it can decide to appoint someone that represents a town.

Please let me know if you have any questions or need additional information.

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF FLOYD COUNTY, VIRGINIA, HELD ON TUESDAY, JANUARY 12, 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; Cynthia B. Ryan, Acting County Administrator; Angie Ellis, Account Clerk; Tabitha Hodges, Operations Manager.

The following action was taken:

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

A RESOLUTION IN OPPOSITION TO ANY LEGISLATIVE EFFORT TO REPEAL OR REVISE THE JUDICIAL DOCTRINE OF QUALIFIED IMMUNITY FOR LAW ENFORCEMENT OFFICIALS.

WHEREAS, the General Assembly of Virginia is considering possible repeal or revision of the judicial doctrine of qualified immunity, and

WHEREAS, qualified immunity protects law enforcement officials from frivolous, vengeful, and harassing lawsuits while allowing full trial of any case with merit; and

WHEREAS, any legislative repeal or revision of qualified immunity would manifestly harm law enforcement by putting law enforcement officers at constant risk of unjustified lawsuits for almost every action they take; and

WHEREAS, any legislative repeal or revision of qualified immunity would require the taxpayers of the County of Floyd to pay for the defense of any and every claim against law enforcement officials, no matter how frivolous or unjustified; and

WHEREAS, repeal or revision would contribute to making law enforcement officials hesitate or refrain from becoming involved in some high-conflict situations because of the fear of liability, even for actions taken in good faith, and such hesitation or restraint will jeopardize public safety; and

WHEREAS, repeal or revision would make it harder to recruit and to retain the most highly qualified candidates for deputy positions because of the fear of repeated unjustified lawsuits; and

WHEREAS, efforts at repeal or revision represent ill-advised prejudice against the men and women of law enforcement who put their lives on the line every day to protect public safety,

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

1. That the County of Floyd opposes any legislative repeal or revision of the judicial doctrine of qualified immunity and urges the County's delegation to the General Assembly to oppose such effort.
2. The Clerk shall provide an attested copy of this resolution to all members of the County's delegation to the General Assembly.

Joe D. Turman
Board of Supervisors

ATTEST _____
Cynthia Ryan
Acting County Administrator



FLOYD COUNTY PUBLIC SCHOOLS

140 Harris Hart Road NE

Floyd, VA 24091

Telephone: (540) 745-9400 FAX: (540) 745-9496

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December 14, 2020

Mr. Joe D. Turman, Chairman
Floyd County Board of Supervisors
P.O. Box 218
Floyd, VA 24091

Dear Mr. Turman:

The Floyd County School Board requests the following revised revenue appropriation be made to the 2020-2021 school budget.

Type of Transaction	Source	Current Appropriation	Amount of Change	New Appropriation
Revenue	Federal Funds	\$ 1,868,758.00	\$ 311,990.00	\$ 2,180,748.00
	State Funds	\$ 13,012,307.00		\$ 13,012,307.00
	Other Funds	\$ 659,765.21		\$ 659,765.21
	County Funds Operational	\$ 7,604,080.00		\$ 7,604,080.00
	County Funds Capital Outlay	\$ -		\$ -
	County Funds Debt Service	\$ 889,311.00		\$ 889,311.00
	County Funds Capital Improvement Fund	\$ 56,580.30		\$ 56,580.30
	Total Revenues for all Categories	\$ 24,090,801.51	\$ 311,990.00	\$ 24,402,791.51

Changes that constitute this request are revenue changes from the following source:

Federal Funds:

\$311,990.00: These Federal Coronavirus Relief Funds (CRF) were awarded to help cover costs in preparing for, responding to, and mitigating the impacts of the COVID-19 pandemic.

I greatly appreciate your support of this request. Should you have any questions, please do not hesitate to contact me for assistance.

Sincerely,

John F. Wheeler, Ed. D.
Division Superintendent



FLOYD COUNTY PUBLIC SCHOOLS
140 Harris Hart Road NE
Floyd, VA 24091
Telephone: (540) 745-9400 FAX: (540) 745-9496

December 14, 2020

Mr. Joe D. Turman, Chairman
Floyd County Board of Supervisors
P.O. Box 218
Floyd, VA 24091

Dear Mr. Turman:

The Floyd County School Board requests the following revised expenditure appropriation be made to the 2020-2021 school budget.

Type of Transaction	Category	Current Appropriation	Amount of Change	New Appropriation
Expenditures	Instructional	\$ 15,170,938.50		\$ 15,170,938.50
	Administration	\$ 1,007,565.00		\$ 1,007,565.00
	Transportation	\$ 1,847,018.00		\$ 1,847,018.00
	Debt Service	\$ 889,311.00		\$ 889,311.00
	Facilities	\$ -		\$ -
	Operation & Maintenance	\$ 2,719,946.51	\$ 149,230.00	\$ 2,869,176.51
	Technology	\$ 1,269,019.50	\$ 162,760.00	\$ 1,431,779.50
	School Food	\$ 1,187,003.00		\$ 1,187,003.00
	Total Expenditures	\$ 24,090,801.51	\$ 311,990.00	\$ 24,402,791.51

Changes that constitute this request are expenditure changes from the following sources:

Operation & Maintenance:

\$149,230.00: These Federal Coronavirus Relief Funds (CRF) were awarded to help cover costs in preparing for, responding to, and mitigating the impacts of the COVID-19 pandemic.

Technology:

\$162,760.00: These Federal Coronavirus Relief Funds (CRF) were awarded to help cover costs in preparing for, responding to, and mitigating the impacts of the COVID-19 pandemic.

I greatly appreciate your support of this request. Should you have any questions, please do not hesitate to contact me for assistance.

Sincerely,

John F. Wheeler, Ed. D.
Division Superintendent

Revealing Potential and Realizing Dreams

7h

Received from CARES

\$ 2,748,080.00

	June report	Sept report	Dec report	Obligated	Total Expenditures	
COVID-19 testing and contact tracing	\$ 843.27		\$ 11,842.00		\$ 12,685.27	
Facilitate distance learning			\$ 40,881.96		\$ 40,881.96	
Food programs (freezer for Plenty!)			\$ 172,999.73	\$ 40,938.00	\$ 213,937.73	
Improve telework capabilities of public employees	\$ 2,388.93	\$ 16,591.04	\$ 8,880.06		\$ 27,860.03	
Payroll for public health and safety employees	\$ 1,455.20	\$ 225,650.50	\$ 271,582.72		\$ 498,688.42	
Personal protective equipment	\$ 9,608.00	\$ 25,025.94	\$ 117,338.32		\$ 151,972.26	
Public health expenses (ambulance & powerlift)	\$ 35,492.76	\$ 30,759.79	\$ 44,901.35	\$ 280,839.00	\$ 391,992.90	
Small business assistance		\$ 291,357.89	\$ 312,312.94		\$ 603,670.83	
Other	\$ 33,549.02	\$ 28,595.22	\$ 485,945.19		\$ 548,089.43	
Obligated by Schools				\$ 6,172.25	\$ 6,172.25	
Obligated by Town				\$ 38,516.10	\$ 38,516.10	
Obligated to Joint Task Force				\$ 152,834.00	\$ 152,834.00	
	\$ 83,337.18	\$ 617,980.38	\$ 1,466,684.27	\$ 519,299.35	\$ 2,687,301.18	\$2,687,301.18

Available

\$60,778.82

Floyd County ongoing expenses:

Finn & Fenwick COVID cleaning \$3755.00 monthly

Adobe software to edit Board meetings \$31.49 monthly



138 Wilson Street, Floyd, VA 24091
(540) 745-2565

January 6, 2021

Floyd County Board of Supervisors
P.O. Box 218
Floyd, VA 24091

Dear Board members,

As you are aware, the CARES Act recently extended the deadline to expend CRF funds to December 31, 2021. We understand the County has a small amount of funds remaining that have not yet been allocated. The Town of Floyd would like to request additional CRF funds for cleaning of the public restrooms and technology services for telework and virtual meeting capabilities.

With the CARES funds we received we have been able to properly clean and sanitize all town facilities, including the offices, town hall for meetings and the public restrooms, which benefits all businesses and the farmer's market during the tourist season. The largest project we supported was the PSA's water meter replacement project in which we contributed over \$36,000 or 47% of the total CARES funding we received. We have also been able to make multiple upgrades to our technological capabilities for staff to be able to work from home and for the Town Council, the Floyd-Floyd County PSA, and other organizations to be able to hold virtual meetings and broadcast our Council meetings live to anyone wishing to participate.

Our request for additional funding would cover all expenses related to cleaning the restrooms and continuing our ability to allow telework and virtual meeting capabilities for 2021. We estimate the cost of continuing these items to be \$11,592.

Thank you all for your continued service to our community and for the support not only to the Town with the CARES funds we received, but for the support you all provided to the businesses and residents over the last year.

Sincerely,

A handwritten signature in blue ink that reads "Kayla Cox".

Kayla Cox
Town Manager