

Range of Checking Accts: 100GENERAL to 100GENERAL Range of Check Dates: 09/12/24 to 10/03/24
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
100GENERAL					
216118	09/12/24	Alignment Check		VOID	
216119	09/12/24	ANTH0010 Anthem - Health	339.09		2087
216120	09/12/24	ANTH0015 Anthem - Dental	38.48		2087
216121	09/13/24	AFLAC005 Aflac	88.06		2089
216122	09/13/24	ANTH0010 Anthem - Health	8,026.87		2089
216123	09/13/24	ANTH0015 Anthem - Dental	602.56		2089
216124	09/13/24	DSSFL005 DSS FLOWER FUND	81.00		2089
216125	09/13/24	GRAY0105 Grayson Co Treasurer's Office	127.29		2089
216126	09/13/24	MINNE005 Minnesota Life	98.41		2089
216127	09/13/24	NTALI005 NTA LIFE	67.63		2089
216128	09/13/24	SKYLI005 DSS Christmas Club	973.00		2089
216129	09/13/24	VACU0005 VA CREDIT UNION, INC	125.00		2089
216130	09/13/24	WASHI010 WASHINGTON NATIONAL	29.39		2089
216131	09/13/24	ACEAR005 Ace Armory	15,000.00		2091
216132	09/13/24	MCDON005 McDonald Services, Inc.	37,500.00		2092
216133	09/13/24	TWCRI005 Candlewood Suites	4,396.88		2092
216134	09/23/24	1908C005 1908 Courthouse Foundation	2,475.00		2101
216135	09/23/24	ADAMS005 Adams Building Supply	2,023.80		2101
216136	09/23/24	ALANT005 ALAN TYE & ASSOCIATES, LC	1,869.90		2101
216137	09/23/24	AMAZ0005 Amazon Capital Services, Inc.	1,869.67		2101
216138	09/23/24	ANITA010 Anita Simpson	50.00		2101
216139	09/23/24	ANTH0010 Anthem - Health	9,373.13	09/25/24 VOID	2101 (Reason: printed in error)
216140	09/23/24	APPAL005 Appalachian Power	2,212.21		2101
216141	09/23/24	ARCET005 ARC 3 GASES	213.99		2101
216142	09/23/24	AVERY005 Avery Lindsey	50.00		2101
216143	09/23/24	BECKY025 Becky Rock	25.00		2101
216144	09/23/24	BERKLO05 Berkley Investments, LLC	872.00		2101
216145	09/23/24	BKTUN005 Bkt Uniforms	241.96		2101
216146	09/23/24	BLUE0025 Blue Ridge Parkway Association	2,550.00		2101
216147	09/23/24	BOUND005 Bound Tree Medical LLC	1,569.17		2101
216148	09/23/24	BRIGH005 brightspeed	60.79		2101
216149	09/23/24	BROWN020 Brown & Son, LLC	1,884.00		2101
216150	09/23/24	CARR0020 Carroll-Grayson-Galax Solid Wa	33,934.45		2101
216151	09/23/24	CENT0015 Century Link	44.90		2101
216152	09/23/24	CINTA005 Cintas Corp, #532	0.00	09/23/24 VOID	0
216153	09/23/24	CINTA005 Cintas Corp, #532	0.00	09/23/24 VOID	0
216154	09/23/24	CINTA005 Cintas Corp, #532	2,769.78		2101
216155	09/23/24	COMCA015 COMCAST BUSINESS	638.75		2101
216156	09/23/24	COROM005 Coro Medical LLC	654.64		2101
216157	09/23/24	CREST005 CRESTHAVEN FARMS, INC	50.00		2101
216158	09/23/24	DIVCO005 DivcoData	10,260.00		2101
216159	09/23/24	EMBRO005 Embroidery Ville	2,159.00		2101
216160	09/23/24	EZEE0005 EZEE Out Bail Bonds	1,000.00		2101
216161	09/23/24	FERGU015 Ferguson Waterworks #7575	427.47		2101
216162	09/23/24	FITZG005 Fitzgerald Peterbilt II, LLC	2,440.97		2101
216163	09/23/24	FOODC005 Food City, Store #866	852.76		2101
216164	09/23/24	FRIES020 Friesland Corp.	2,750.30		2101
216165	09/23/24	GALAX010 Galax Veterinary Clinic	95.00		2101
216166	09/23/24	GRANI010 Granite Telecommunications, LLC	3,100.01		2101
216167	09/23/24	GRAY0115 Grayson Landcare	50.00		2101
216168	09/23/24	GRAYS095 Grayson County High School	80.00		2101
216169	09/23/24	HIGHC005 High Country Springs, Llc	62.90		2101
216170	09/23/24	HOMED005 HDSupply Formerly Home Depot	1,058.20		2101
216171	09/23/24	INDE0015 Independence Tire Co	40.00		2101
216172	09/23/24	JDPOW005 JD POWER	303.00		2101
216173	09/23/24	JOHNA015 John Alexander	50.00		2101
216174	09/23/24	JOHNS015 John S. Fant	50.00		2101
216175	09/23/24	JOHNS045 Johnson Gen LLC.	9,749.69		2101
216176	09/23/24	JOYC0010 Joyce Rouse	50.00		2101

216177	09/23/24	KATHY060	Kathye Mendes	50.00		2101
216178	09/23/24	KNOWI005	KNOWiNK, LLC	1,150.00		2101
216179	09/23/24	KURTC005	Kurt Card	50.00		2101
216180	09/23/24	LANDS005	Landscape Supply, Inc.	2,384.44		2101
216181	09/23/24	LAURA040	Laura Bryant	50.00		2101
216182	09/23/24	LCR00005	LCR	188.19		2101
216183	09/23/24	LOWES015	Lowes Home Center	1,083.59		2101
216184	09/23/24	LUMEN005	Lumen	1,289.52		2101
216185	09/23/24	MANNM005	Mann Media, dba Our State	2,750.00		2101
216186	09/23/24	MANSF005	Mansfield Oil Company	0.00	09/23/24 VOID	0
216187	09/23/24	MANSF005	Mansfield Oil Company	0.00	09/23/24 VOID	0
216188	09/23/24	MANSF005	Mansfield Oil Company	22,371.42		2101
216189	09/23/24	MERRI005	Merritt Supply, Inc	77.05		2101
216190	09/23/24	MOLLY005	Molly Yates	600.00		2101
216191	09/23/24	MOUNT045	Mount Airy Media Group	335.00		2101
216192	09/23/24	NAPAA010	Napa Auto Parts	1,282.65		2101
216193	09/23/24	NEWR0030	New River Valley Reg Jail	98,588.40		2101
216194	09/23/24	NEXTG005	NextGen MRO Solutions LLC	615.24		2101
216195	09/23/24	NTAIN005	Nta, Inc.	22.50		2101
216196	09/23/24	NWCDI005	Nwcd, Inc	194.18		2101
216197	09/23/24	NXKEM010	NXKEM USA, LLC	334.36		2101
216198	09/23/24	OACOU005	OAC Outdoor Adventure Centeres	720.00		2101
216199	09/23/24	OUTFR005	Outfront Medical, LLC	969.46		2101
216200	09/23/24	PAPER005	Paper Clip	1,440.71		2101
216201	09/23/24	PITNE020	Pitney Bowes Global Financial	359.67		2101
216202	09/23/24	PMGNE005	PMG Newspapers, Central NC/VA	1,919.10		2101
216203	09/23/24	PRIN0015	Printelect	4,752.93		2101
216204	09/23/24	RADIO010	Radio Cardinal Communication	1,988.30		2101
216205	09/23/24	REBEK005	Rebekah Hines	23.55		2101
216206	09/23/24	RECOV005	Recovery Through Fitness	6,951.37		2101
216207	09/23/24	RIVER030	River Ridge Organics	50.00		2101
216208	09/23/24	ROSEM005	Rose Mary Cornett	50.00		2101
216209	09/23/24	SANDR070	Sandra L Terry	2,437.50		2101
216210	09/23/24	SANDS005	Sands Anderson Pc	2,794.00		2101
216211	09/23/24	SASSY005	Sassy's Good Eats	60.00		2101
216212	09/23/24	SCOTT015	SCOTT'S LANDSCAPING	32,997.00		2101
216213	09/23/24	SOUT0015	Southeast Energy, Inc	1,113.42		2101
216214	09/23/24	SOUTH030	Southwest Soils, Inc.	66.00		2101
216215	09/23/24	SPILL005	Spilman Thomas & Battle, PLLC	125.00		2101
216216	09/23/24	STAPL015	Staples, Inc.	100.23		2101
216217	09/23/24	STARW005	Starwind Software, Inc.	3,900.00		2101
216218	09/23/24	STRIC010	Stricher's, Inc.	1,044.65		2101
216219	09/23/24	SUSAN050	Susan Gleason	600.00		2101
216220	09/23/24	THEVI005	The Virginia Sportsman	1,050.00		2101
216221	09/23/24	TOWN0010	TOWN OF INDEPENDENCE	2,995.00		2101
216222	09/23/24	TREAS050	Treasurer Of Va	225.00		2101
216223	09/23/24	UNIFI005	Unifirst Corporation	142.24		2101
216224	09/23/24	UNIT0015	United Laboratories	605.76		2101
216225	09/23/24	UNITE015	United Industrial Services of	1,665.00		2101
216226	09/23/24	USCEL005	Us Cellular	0.00	09/23/24 VOID	0
216227	09/23/24	USCEL005	Us Cellular	1,528.13		2101
216228	09/23/24	VACOU005	Va Court Clerks' Assoc, Inc.	320.00		2101
216229	09/23/24	VADEP005	Va Dept Of Motor Vehicles	1,525.00		2101
216230	09/23/24	VAELE005	Va Electoral Board Association	200.00		2101
216231	09/23/24	VANES005	Vanessa Hollifield	25.00		2101
216232	09/23/24	VERIZ010	Verizon WiReless (PSA)	119.89		2101
216233	09/23/24	VIRGT055	VIRGINIA UTILITY PROTECTION SE	17.25		2101
216234	09/23/24	WVENT005	W&W Enterprises VA,LLC	800.00		2101
216235	09/23/24	WYTHE035	Wythe Co Physician Practices	320.00		2101
216236	09/23/24	XEROX005	Xerox Corporation	421.72		2101
216237	09/26/24	ANTH0015	Anthem - Dental	19.24		2103
216238	09/27/24	AFLAC005	Aflac	88.06		2105
216239	09/27/24	ANTH0010	Anthem - Health	7,349.99		2105
216240	09/27/24	ANTH0015	Anthem - Dental	576.54		2105

216241	09/27/24	DSSFL005 DSS FLOWER FUND	81.00	2105
216242	09/27/24	GRAY0105 Grayson Co Treasurer's Office	127.29	2105
216243	09/27/24	MINNE005 Minnesota Life	98.41	2105
216244	09/27/24	NTALIO05 NTA LIFE	67.63	2105
216245	09/27/24	SKYLI005 DSS Christmas Club	1,167.00	2105
216246	09/27/24	VACU0005 VA CREDIT UNION, INC	125.00	2105
216247	09/27/24	WASHIO10 WASHINGTON NATIONAL	29.39	2105
216248	09/30/24	AFLAC005 Aflac	494.58	2107
216249	09/30/24	AMER0010 American Heritage Life Ins Co	47.58	2107
216250	09/30/24	ANTH0010 Anthem - Health	63,626.53	2107
216251	09/30/24	ANTH0015 Anthem - Dental	4,089.90	2107
216252	09/30/24	BOSTO005 Boston Mutual Life Ins Co	604.19	2107
216253	09/30/24	GRAY0105 Grayson Co Treasurer's Office	1,564.23	2107
216254	09/30/24	INGO0005 Ing	100.00	2107
216255	09/30/24	MINNE005 Minnesota Life	997.58	2107
216256	09/30/24	VAAS0015 VACORP	799.92	2107
216257	10/03/24	ADAMS005 Adams Building Supply	4.78	2109
216258	10/03/24	AMAZO005 Amazon Capital Services, Inc.	255.66	2109
216259	10/03/24	APPAL005 Appalachian Power	1,108.80	2109
216260	10/03/24	BRIGH005 brightspeed	115.28	2109
216261	10/03/24	CARR0020 Carroll-Grayson-Galax Solid Wa	30,575.25	2109
216262	10/03/24	CENT0015 Century Link	32.14	2109
216263	10/03/24	COMCA015 COMCAST BUSINESS	274.12	2109
216264	10/03/24	COXSC005 Cox's Chapel Community Club	8,000.00	2109
216265	10/03/24	GRAY0040 Grayson/Galax Health Dept.	45,000.00	2109
216266	10/03/24	GRAY0055 Grayson Co School Board	9,929.74	2109
216267	10/03/24	GRAY0060 Grayson Co Sheriff's Office	668.82	2109
216268	10/03/24	GREAT010 Great American Financial Serv.	289.90	2109
216269	10/03/24	HIGHP005 High Peak Sportswear, Inc.	323.00	2109
216270	10/03/24	HURTP005 HURT & PROFFITT	2,220.00	2109
216271	10/03/24	INDUS005 Industrial Fire & Safety Inc.	1,163.50	2109
216272	10/03/24	JOHNS030 Johnson Controls US Holdings	1,138.48	2109
216273	10/03/24	KAPPR005 Kapp Rentals, LLC	7,500.00	2109
216274	10/03/24	LIDDL005 Liddle Litchen Cupboard LLC	540.49	2109
216275	10/03/24	MTR00020 Mt Rogers Planning Dist Comm	4,172.21	2109
216276	10/03/24	PAPER005 Paper Clip	95.59	2109
216277	10/03/24	PMGNE005 PMG Newspapers, Central NC/VA	182.75	2109
216278	10/03/24	TACS Taxing Authority Consulting	787.20	2109
216279	10/03/24	TOWNP005 Town Police Supply	4,352.00	2109
216280	10/03/24	USCEL005 Us Cellular	384.00	2109
216281	10/03/24	XEROX005 Xerox Corporation	309.94	2109
216282	10/03/24	ADALIO05 Adalina Nipper	29.99	2110
216283	10/03/24	APPAL020 Appalacian Power (ASAP)	200.00	2110
216284	10/03/24	BANKO005 Bank of Marion - Visa	1,182.27	2110
216285	10/03/24	COMM0015 Commission On Vasap	625.00	2110
216286	10/03/24	DONNA015 Donna B. Hill	242.10	2110
216287	10/03/24	HIGH0015 Highlands Center	600.00	2110
216288	10/03/24	KISER005 Kiser Computer Consulting, Llc	280.00	2110
216289	10/03/24	PAMWIO05 Pam Williams	68.23	2110
216290	10/03/24	TOWN0015 Town of Marion	100.00	2110

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	166	7	572,777.69	9,373.13
Direct Deposit:	0	0	0.00	0.00
Total:	166	7	572,777.69	9,373.13

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	166	7	572,777.69	9,373.13
Direct Deposit:	0	0	0.00	0.00
Total:	166	7	572,777.69	9,373.13

Totals by Year-Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
Broadband	4-114	9,749.69	0.00	0.00	9,749.69
General Fund	5-100	369,519.35	1,787.20	92,604.72	463,911.27

Opioid Settlement	5-112	14,451.37	0.00	0.00	14,451.37
CARES ACT	5-113	72,297.00	0.00	0.00	72,297.00
Broadband	5-114	4,550.80	0.00	0.00	4,550.80
	5-133	161.04	0.00	0.00	161.04
Water - PSA FUND	5-501	2,250.91	0.00	46.12	2,297.03
DMV/RETURNED CHECKS	5-607	<u>1,525.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,525.00</u>
Year Total:		464,755.47	1,787.20	92,650.84	559,193.51
	X-225	506.90	0.00	0.00	506.90
ASAP	X-714	<u>3,327.59</u>	<u>0.00</u>	<u>0.00</u>	<u>3,327.59</u>
Year Total:		3,834.49	0.00	0.00	3,834.49
Total of All Funds:		<u>478,339.65</u>	<u>1,787.20</u>	<u>92,650.84</u>	<u>572,777.69</u>

Totals by Fund	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	100	369,519.35	1,787.20	92,604.72	463,911.27
Opioid Settlement	112	14,451.37	0.00	0.00	14,451.37
CARES ACT	113	72,297.00	0.00	0.00	72,297.00
Broadband	114	14,300.49	0.00	0.00	14,300.49
	133	161.04	0.00	0.00	161.04
	225	506.90	0.00	0.00	506.90
Water - PSA FUND	501	2,250.91	0.00	46.12	2,297.03
DMV/RETURNED CHECKS	607	1,525.00	0.00	0.00	1,525.00
ASAP	714	3,327.59	0.00	0.00	3,327.59
Total of All Funds:		<u>478,339.65</u>	<u>1,787.20</u>	<u>92,650.84</u>	<u>572,777.69</u>

Grayson County Board of Supervisors
Regular Meeting
October 10, 2024

Members attending in person: R. Brantley Ivey, Michael S. Hash, Mary Dickenson Tomlinson and Mitchell D. Cornett. Tracy A. Anderson was unable to attend due to a family emergency.

Staff attending in person: Stephen A. Boyer, Mitchell L. Smith, and Linda C. Osborne

IN RE: OPENING BUSINESS

Supervisor Hash made the motion to approve the agenda/consent agenda which includes regular meeting minutes of September 12, 2024; bills & payroll for September

2024 and Grayson County Public Schools second quarter request; duly seconded by Supervisor Cornett. Motion carried 4-0.

IN RE: PUBLIC HEARING(S)

- A public hearing to receive public comment(s) to consider text amendments regarding added changes to the Grayson County Solid Waste Ordinance relating to the addition of an appeals process for residential home/structures and River Parcels.

Supervisor Hash made the motion to open the public hearing; duly seconded by Supervisor Tomlinson. Motion carried 4-0. Mr. Boyer noted that the appeals process is not listed in our ordinance and to add it, a public hearing is required – it’s listed as Section X in the ordinance

- Barry Branscome of Soapstone Rd/Galax/VA – signed up to speak but not sure if he needed to or not – wasn’t sure what was going to be discussed
- Susan Bennette of Cherry Ln Rd/Glade Valley/NC – owns property on the river, consider appeals & waiver process, takes own trash with them, cost to county to clean up
- Hank Duncan of Haunted Branch Rd of North Wilkesboro/NC – has health issues, no family to help with the cleanup, having property destruction/looters, need to place dumpster at river lots to help with cleanup

Supervisor Hash made the motion to close the public hearing; duly seconded by Supervisor Cornett. Motion carried 4-0. Supervisor Hash made the motion to adopt the amendment; duly seconded by Supervisor Cornett (listed below). Discussion took place and Supervisor Cornett suggested amending the appeals process to include disaster damage to the river lots and residential property. Supervisor Ivey noted an appeals process is needed – would like to suspend trash fees for the entire county but that’s \$1.8M and the county can’t afford that. Motion carried by roll call vote as follows: Michael S. Hash – aye; Mitchell D. Cornett – aye; Mary Dickenson Tomlinson – aye; R. Brantley Ivey – aye.

**AN ORDINANCE
OF GRAYSON COUNTY, VIRGINIA
SOLID WASTE DISPOSAL & COLLECTION ORDINANCE
COUNTY OF GRAYSON**

An ordinance providing for the health and welfare of the County of Grayson by regulating the storage, collection, and disposal of solid waste, the governing of solid waste collectors, and providing penalties for the violation thereof.

The County of Grayson hereby ordains as follows:

Section I

Short Title: This ordinance shall be known as the “Solid Waste Collection and Disposal Ordinance” of Grayson County, Virginia.

Section II

Definitions:

- A. The term **“garbage”** shall mean all animal and vegetable wastes resulting from the handling, preparation, cooking or consumption of foods.
- B. The term **“ashes”** shall mean the residue resulting from the burning of wood, coal, coke, or other combustible materials.
- C. The term **“rubbish”** shall include glass, metal, paper, plant growth, wood, or non-decaying solid wastes.
- D. The term **“solid waste”** shall mean all refuse, except body wastes, and shall include garbage, ashes, and rubbish.
- E. The term **“disposal”** shall include the storage, collection, disposal, or handling of refuse.
- F. The term **“person”** shall include any natural person, association, partnership, firm, or corporation.
- G. The term **“premises”** shall mean land, building, or other structure, vehicle, watercraft, or parts thereof upon or in which refuse is stored.
- H. **“Responsible Authority”** shall mean the legally designated authority of the County of Grayson who shall be authorized and directed to implement and enforce the provisions of this ordinance, or his authorized representative.
- I. The term **“door-to-door”** shall be construed as the entrance drive of Residential Units.
- J. The term **“public road”** shall mean each road in the county which has been designated a road number by the State Highway Department.
- K. **“Other”** – The singular shall include the plural and the masculine shall include the feminine and the neuter.
- L. The term **“Residential Unit”** shall mean a group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating.
- M. The term **“Multiple Residential Unit”** shall include: town houses, condominiums, apartment complexes, and manufactured home parks consisting of four or more Residential Units.
- N. The term **“Recreational Vehicle – Temporary Unit”** shall mean a vehicle which is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self propelled or permanently towable by a light-duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use that is present on January 1st, of that tax year on any parcel zoned as Shoreline Recreation.
- O. The term **“Recreational Vehicle –Permanent Unit”** shall mean a vehicle which is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self propelled or permanently towable by a light-duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use and meets the permit requirement for

placement and elevation and anchoring requirements for manufactured homes as stated in the Uniform Statewide Building Code.

- P.** The term “**Recreational River Parcel**” is a specific tract of land adjacent to or including a river that is primarily designated or used for recreational purposes. This term includes any parcel having river frontage that is not considered residential or any existing shoreline recreation zoned district or any parcels created for river usage to include existing and future parcels. Contiguous parcels with one owner will be counted as one parcel for solid waste collection services.

Section III

- A. Preparation of refuse:
1. All refuse shall be drained free of excess liquids before disposal
 2. All refuse shall be placed in an approved container.
 3. All garbage shall be placed securely in paper or plastic bags or boxed prior to placing in approved container.
 4. Rubbish to include tree trimmings must be cut into lengths of 12 inches or less if more than 1 inch in diameter and shall not exceed 3 inches in diameter. All trimmings must be placed in designated container.
- B. Solid Waste Containers:
1. All containers shall be:
 - a. Constructed of galvanized metal or plastic and shall have fitted lids
 - b. Heavy strength plastic garbage bags, securely tied
 2. No container shall be larger than 32 gallons nor exceed 40 pounds when filled with refuse.
 3. All containers and container storage bins must be kept clean and free of refuse build-up.
 4. The unloading side of all container storage bins cannot exceed a height of 32” from ground level.
- C. Storage of Refuse:
1. Each householder or person having solid waste must keep such solid waste within approved containers.

Section IV

- A. Collection:
1. Refuse containers shall for the purpose of collection, be placed at ground level, and be readily accessible to the collector.
 2. Refuse containers shall be placed at entrance drive to a Residential Unit or that of the Recreational Vehicle Unit, and shall be placed 3 to 4 feet from edge of public road.
 3. A maximum of four (4) 32 gallon/40 pound refuse containers shall be collected from any single residence per collection period.
- B. Collection Frequency:
1. Refuse collection shall be provided once a week for residential collection, except on days when the weather doesn't permit and on

holidays which are declared to be, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2. On such days when the collection route cannot be run according to Section IV, B-1, the collection route(s) missed that week will be made on the regularly scheduled pick-up date the following week.
3. Motels, restaurants, institutions, and commercial establishments may require more frequent collection, if determined by the governing body or the Health Department to be essential to protect the health of the public. Sanitary storage of refuse may be required.

C. Contractor:

1. The county may contract with a contractor for the collection and disposal of solid waste.
2. The contractor will be governed by this ordinance and the actual contract entered into by the County of Grayson and the contractor attached hereto.

D. Collection Equipment:

1. All vehicles used for collection of refuse shall be equipped with closed typed bodies or shall have enclosed cargo space.
2. It is unlawful to collect, haul, transport, or convey refuse in open unenclosed vehicles except from one's own residence to the approved sanitary landfill.

Section V

A. The following refuse shall be considered to be not acceptable for collection or disposal by the County of Grayson:

1. Dangerous materials or substances, such as poison, acid, caustics, infected materials, and explosives.
2. Unusual quantities or materials resulting from the repair, excavation, or construction of buildings or structures such as: earth, plastic, mortar, and roofing material. Maximum of 32 gallons or 40 pounds will be allowed per week in an approved container.
3. Materials which have not been prepared for collection in accordance with the regulations in Section IV (A).
4. Unusual quantities of solid waste resulting from industrial processes or agricultural processes, except upon negotiated arrangements with the Grayson County Board of Supervisors.
5. Any material which may be declared not acceptable by the Grayson County Board of Supervisors.

Section VI

A. Disposing of Refuse:

1. It shall be unlawful to dump, destroy, or otherwise dispose of solid waste within the jurisdictional limits of the County of Grayson except at County approved sanitary landfill.
2. Other methods of disposal must be approved by the Virginia State Health Department.

3. State/County Burning Laws will remain in effect.
- B. Littering is unlawful in the following areas:
1. Roadsides – State and County roads or rights of way.
 2. Public Property – Federal, State, or County owned property.
 3. Private Property – It will be the responsibility of the owner or the occupant of any premises within Grayson County for sanitary conditions of the premises occupied by him. It will be unlawful for any person to place, deposit, or allow to be placed or deposited on his premises any solid waste, except as designated by the terms of this ordinance.
 4. Any person seen disposing of refuse or who can be linked to the disposing of refuse on any of the premises stated in Section VI will be prosecuted in accordance with Section IX of this ordinance.

Section VII

- A. All owners of Residential Units as defined in Section II.L., all owners of Multiple Residential Units as defined in Section II.M. and all parcel owners in which the Recreational Vehicle Units as defined in Sections II.N .and O. rests, must subscribe to collection services as offered by Grayson County and any commercial establishment may subscribe after negotiated arrangements with contractor in accordance with Section VIII (A-2).
- B. Services to be offered are:
1. Door-to-door service for each Residential Unit, Multiple Residential Unit and Recreational Vehicle Units of Grayson County in accordance with Section IV (A-2).
 2. A Multiple Residential Unit of four or more Residential Units shall have bin service. The size and/or number of required bins shall be based on the number of Residential Units as per the Fee Schedule.
 3. Service will be provided at the sanitary landfill to all towns and commercial establishments providing that they transport their own refuse or contract for the transportation and pay a nominal sanitary landfill fee payable to Grayson County.
 4. Service will be provided at the sanitary landfill to all residents of Grayson County who hauls his own refuse except for those items not authorized for collection in Section V.

Section VIII

- A. Payment for Services:
1. Each owner of a Residential Unit, Multiple Residential Units, Recreational River Parcels, and the parcel owner in which the Recreational Vehicle Units rest, shall pay based on a collection fee schedule as adopted by the Grayson County Board of Supervisors. Payment shall be made to the Grayson County Treasurer's Office.
 2. Unit Owners qualifying for Elderly/Disabled Tax Relief and Disabled Veteran Relief, as determined by the Commissioner of Revenue, will

not be subject to payment for services as prescribed in this Section and shall not pay a fee for residential solid waste collection. All other provisions of this Ordinance shall apply

3. Participating industry and commercial establishments shall, under contract with Grayson County, pay based on a collection fee schedule as adopted by the Grayson County Board of Supervisors. Payment shall be made to the Grayson County Treasurer's Office.
4. The Grayson County Treasurer shall be responsible for collection of payment for services pursuant to Section VIII of the Ordinance and may utilize all appropriate collection remedies.

Section IX

A. Penalties:

1. Any person, firm or corporation violating the provisions of this Ordinance shall be guilty of a Class II Misdemeanor and upon conviction thereof, may be fined not less than the amount provided in the Code of Virginia for Class II Misdemeanors at the time of conviction. Each day may be considered a separate offense for ongoing violations. Notwithstanding the foregoing, violations of Sections V, VII and VIII of this Ordinance shall not constitute a misdemeanor but shall be handled administratively, including but not limited to discontinuance of service, and institution of civil collection proceedings for collection of unpaid service fees.
2. Enforcement of this ordinance is the responsibility of the Grayson County Treasurer's Office in conjunction with the Grayson County Sheriff's Department, town police in Grayson County, and the Grayson County Health Department. Citations should be issued to violators of this ordinance by the above-mentioned agencies.
3. Non-payment of a participating commercial establishment may constitute removal of any county provided bin or container. When removal of such bin or container has resulted, a charge of \$50.00 (fifty dollar) will be required to reinstate the account and return the bin or container to the location. A charge of \$100.00 (one hundred dollars) to reinstate the account and return the bin or container to the location will be required for each occurrence thereafter.

SECTION X

A. Appeals:

1. Any person wishing to appeal the charge for residential homes/structures and River Parcels to include disaster damage must complete an appeals form which may be obtained from the Grayson County Administration Office.

By: _____
R. Brantley Ivey, Chair
Grayson County Board of Supervisors

Attest: _____
Stephen A. Boyer, Clerk
Grayson County Board of Supervisors

CERTIFICATE OF VOTES

The record of the roll-call vote by the members of the Grayson County Board of Supervisors on the foregoing amended Ordinance, duly adopted upon a roll-call vote at a public meeting held on October 10, 2024, as follows:

<u>Name</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
R. Brantley Ivey				
Michael S. Hash				
Tracy A. Anderson				
Mary E. Dickenson Tomlinson				
Mitchell D. Cornett				

Adopted: June 25, 2009
Revised: June 14, 2012
Revised: September 12, 2024
Revised: October 10, 2024

➤ A public hearing to receive public comment(s) regarding the disposal by sale or lease of a portion of Tax Map #73A7-A-5 of the County of Grayson (listed below). Supervisor Cornett made the motion to open the public hearing; duly seconded by Supervisor Tomlinson. Motion carried 4-0. Mr. Boyer noted there is a piece of land just off our Public Works property and this is the initial step to move forward.

- No one signed up to speak

Supervisor Tomlinson made the motion to close the public hearing; duly seconded by Supervisor Cornett. Roll call vote as follows: Michael S. Hash – aye; Mitchell D. Cornett – aye; Mary Dickenson Tomlinson – aye; R. Brantley Ivey – aye.

1.55(+/-) Acre Portion of 73A7-A-5 Proposed Disposal by Sale or Lease



- A public hearing to receive public comment(s) pertaining to the possible disposition of the former Flat Ridge Elementary School to Flat Ridge Community Center and Recreational Park, Inc. pursuant to Virginia Code §15.2-1800.

Supervisor Hash made the motion to open the public hearing; duly seconded by Supervisor Tomlinson. Motion carried 4-0. Mr. Boyer noted that the county is moving forward with moving the Flatridge School to Flatridge Community Center – in order to do that the county has to terminate the current agreement, deed of gift and then the lease of polling place (to lease the space back for the election polls). Once approved, then we can move forward.

- No one signed up to speak

Supervisor Cornett made the motion to close the public hearing; duly seconded by Supervisor Tomlinson. Motion carried 4-0. Supervisor Cornett made the motion to approve the termination of the agreement, sign deed of gift and lease of polling place; duly seconded by Supervisor Tomlinson (listed below). Roll call vote as follows: Michael S. Hash – aye; Mitchell D. Cornett – aye; Mary Dickenson Tomlinson – aye; R. Brantley Ivey – aye.

TERMINATION AGREEMENT

By agreement of the parties, namely the BOARD OF SUPERVISORS OF GRAYSON COUNTY, VIRGINIA (hereinafter “Lessor”) and FLAT RIDGE COMMUNITY CENTER AND RECREATIONAL PARK, INC., (hereinafter “Lessee”) (collectively, “the Parties”), the Lease Agreement (hereinafter “the Lease”), entered into by the Parties, on January 14, 2003, for the tract or parcel of real estate, together with the improvements thereon, lying and being in the Wilson Magisterial District of Grayson County, Virginia, which was the former Flat Ridge Elementary School (hereinafter “the Premises”) is hereby terminated. The Parties are released from any and all obligations arising from the Lease.

IN TESTIMONY WHEREOF, the Board of Supervisors of Grayson County, Virginia has duly authorized its Chairman to execute this agreement.

BOARD OF SUPERVISORS OF
GRAYSON COUNTY, VIRGINIA

R. Brantley Ivey, Chair

IN TESTIMONY WHEREOF, Flat Ridge Community Center and Recreational Park, Inc. has caused this agreement to be executed by its President.

FLAT RIDGE COMMUNITY CENTER
AND RECREATIONAL PARK, INC.

President

COMMONWEALTH OF VIRGINIA
COUNTY/CITY/TOWN OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____,

2024, by R. Brantley Ivey, Chair of the Board of Supervisors of the County of Grayson, Virginia.

{SEAL}

Notary Public

Registration No.: _____

My commission expires: _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY/TOWN OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, _____ of Flat Ridge Community
Center and Recreational Park, Inc.

{SEAL}

Notary Public

Registration No.: _____

My commission expires: _____

Tax Map No. 31-A-85
Consideration: Gift

Exempt from recordation tax pursuant to Virginia Code § 58.1-811(C)(4) and
from grantor's tax pursuant to Virginia Code § 58.1-811(D).

Title Company: None
Prepared without benefit of title
examination.

DEED OF GIFT

THIS DEED OF GIFT (“Deed”) is made this 10th day of October, 2024, by and between the **GRAYSON COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“*Grantor*”), and the **FLAT RIDGE COMMUNITY CENTER AND RECREATIONAL PARK, INC.**, a Virginia corporation (“*Grantee*”).

WHEREAS, the hereinafter described property was acquired by the Grantor by Deed dated September 12, 2022, which Deed is recorded in the Clerk’s Office of the Circuit Court of Grayson County, Virginia, in Deed Book 391, at page 44 and to which Deed reference is hereby made; and

WHEREAS, Grantor has determined that it would be in the public interest to convey the property to Grantee to use as a community center and as a site for social, cultural, and recreational activities; and

WHEREAS, pursuant to the authority provided to the Board of Supervisors of Grayson County, Virginia found in §§ 15.2-1800 and 15.2-1813 of the Code of Virginia, 1950, as amended, and upon consideration after a public hearing duly advertised, the Board of Supervisors for Grayson County, Virginia has approved the conveyance of this Deed; and

WHEREAS, Grantee has accepted the conveyance of this Deed.

WITNESSETH:

NOW, THEREFORE, in consideration of Grantor's desire to make a deed of gift unto the Grantee to benefit the public and to use as a community center and as a site for social, cultural, and recreational activities, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Grantor does hereby GRANT and CONVEY to the Grantee with special warranty and in fee simple all of that certain tract or parcel

Prepared by and return to:

Stephen V. Durbin (VSB # 70963)
Sands Anderson PC
P.O. Box 2009
150 Peppers Ferry Road NE
Christiansburg, VA 24068-2009
540-260-9011 (telephone)
540-260-0022 (facsimile)

The existence of title insurance is unknown to the preparer of this Instrument.

of land situate, lying and being in the Wilson Magisterial District of Grayson County, Virginia, described as follows by survey of R.B. Berry, survey made 1/16/1950:

Beginning at the intersection of a fence along the east side of State Road No. 601, with a fence at a branch, being the N.W. corner of said tract, thence down the branch and with the fence S 77 degrees 40' E. – 226 ft. to a point on a large rock, about 20 ft. south of the fence and the branch, thence S. 44 degrees 05' E.-270 ft. to the north fence post of the north gap in the fence. Thence with the said fences S 7 degrees 50' W. 226 ft. S. 30 degrees 50' E – 11 ft. S. 12 degrees 05' W. 262 ft. to a corner with Dean Russell at the intersection of the fences at a branch thence up the branch and with the line fence N. 60 degrees 15' W. -334 ft. S. 80 degrees 55' W-247 ft. to the intersection of the line fence on the east side of the road, thence with the fence on the east side of the N. 19 degrees 20' E. – 55 ft. N. 15 degrees 10' E 487 ft. N. 36 degrees 50' E. 100 ft. to the beginning containing 6.57 acres more or less.

Together with one spring located on a hill about 200 yds. from the above-described land and a space ten ft. square on which to locate a reservoir and a right of way to a construct a pipeline with the right to enter for repair, maintenance and replacing pipes leading from the springs and reservoir to the land above deeded.

And being the same land acquired by the Grantor from Grayson County School Board by Deed dated September 12, 2002, which Deed is recorded in the Circuit Court Clerk's Office of Grayson County Virginia, in Deed Book 391, at page 44 and to which Deed reference is further made.

This conveyance was approved by the Board of Supervisors of Grayson County after a duly held public hearing on the 10th day of October, 2024, after due advertisement in accordance with § 15.2-1800 of the Code of Virginia, 1950, as amended, and the Chairman was authorized to sign this Deed on behalf thereof.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed.

GRANTOR:

GRAYSON COUNTY, VIRGINIA
BOARD OF SUPERVISORS, a political
subdivision of the Commonwealth of Virginia

By: _____ (SEAL)
(Printed) _____
(Title) _____

COMMONWEALTH OF VIRGINIA
COUNTY/CITY/TOWN OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by _____, _____ of the Board of Supervisors
of the County of Grayson, Virginia.

{SEAL}

Notary Public

Registration No.: _____

My commission expires: _____

APPROVED, as to form:

Stephen V. Durbin, Esq.
Grayson County Attorney

LEASE OF POLLING PLACE

This is a Lease made in the Grayson County, Virginia, this December 1, 2024, by and between **FLAT RIDGE COMMUNITY CENTER AND RECREATIONAL PARK, INC.**, a Virginia corporation (“Landlord”) and the **COUNTY OF GRAYSON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Tenant”).

WHEREAS, Landlord is the owner of the real property described herein by virtue of that certain Deed of Gift from Tenant to Landlord of even date herewith, and;

WHEREAS, the grant of the real property described herein was made subject to the condition that the property shall remain available to the Tenant for use as a polling location for so long as Tenant may have need of it.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the covenants herein contained, the Landlord agrees to lease to the Tenant, and the Tenant desires to lease from the Landlord a portion of the premises commonly known as the Flat Ridge Community Building, located at 8496 Flat Ridge Road in Troutdale for the purposes of establishing a polling place for the 102-Flatridge Voting Precinct of Grayson County.

1. **LEASED PREMISES.** Landlord hereby rents and leases to Tenant and Tenant hereby rents and hires from Landlord, upon the conditions hereinafter set forth, the portion of the community center building located at 8496 Flat Ridge Road, Troutdale, Virginia, which shall consist of a classroom or rooms sufficient for Tenant’s purposes of providing a polling place for elections, along with sufficient restroom facilities for workers and the voting public. (the “Premises”). Landlord further grants to the Tenant the license to use its access entrances, parking lot, and walkways for the purposes of accessing the Premises. Landlord shall ensure that parking for normal functions of the Landlord shall not interfere with the Tenant’s ability to use the access entrances, parking lot, and walkways for the purposes of accessing the Premises.

2. POSSESSION. Tenant shall have possession of the Premises, and shall have access to the licensed entryways, on each date of election established by the Virginia Board of Elections, local ordinance, or court order during the term of this Lease from 8:00 A.M. on the day prior to the election, its access shall continue until 11:59 P.M. on the night after the election (the "Time of Possession"). Landlord shall provide keys or access codes to the Premises at least by 8:00 A.M. on the day prior to every election, and the Tenant shall return the same by 5:00 P.M. on the second day following the election. As used herein, elections shall include general, special, primary and any other elections established by law.
3. INSPECTION OF PREMISES AND PLACEMENT OF EQUIPMENT. At a mutually agreeable time no sooner than seven (7) days prior to the election, and no later than the day prior to the election, Tenant shall be allowed access to the Premises to conduct an inspection of the condition of the Premises and to place its voting equipment inside the Premises. Tenant shall be allowed access to the Premises to retrieve its voting equipment at a mutually agreeable time no later than seven (7) days following the election.
 - 3.1 To the extent that Tenant makes a reasonable determination that the condition of the Premises is such that Landlord failed to comply with one or more of its responsibilities as described in more detail below at section 9, Landlord shall make all reasonable efforts to remediate the non-conforming conditions no later than the day before the election.
 - 3.2 Tenant shall maintain insurance on its voting equipment and shall maintain responsibility for its equipment while it is located in the Premises.
 - 3.3 Landlord shall not knowingly or intentionally allow access to the equipment by any unauthorized person while the equipment is in the Premises.
4. DATES OF ELECTIONS. Tenant shall notify Landlord, in writing, of the expected dates of upcoming elections by February 1 of every year during the term of this Lease. Should a special election be called, the Tenant shall notify Landlord of the expected date of the special election within seven (7) days of the Tenant being informed of the date for a special election.
5. TERM. The term of this lease shall commence at noon on December 1, 2024, and shall end at noon on November 30, 2029, unless otherwise terminated. This lease shall automatically renew for additional terms of five (5) years unless Tenant gives notice more than six (6) months preceding the end of the current lease term.
6. RENT. The Tenant shall pay as rent to Landlord at such address as the Landlord may indicate the sum of \$225.00 per election, without notice, demand, or offset, due and payable on the first day of January of each calendar year. All utilities shall be maintained in Landlord's name and shall be the responsibility of Landlord.
7. INSURANCE. Tenant agrees to obtain insurance policies covering its activities within the Premises, including coverage for fire, miscellaneous property, and personal liability coverage for the purposes of providing premises liability coverage for any damage that may occur to the Premises as the result of the Tenant's negligence, misconduct or other fault of Tenant, its agents or employees at any during the time of the Tenant's possession of the Premises.
8. INSPECTION AND CONDITION OF THE PREMISES. Tenant acknowledges that Tenant has inspected the Premises and that such is in acceptable condition to Tenant. Tenant hereby accepts the Premises in an "as is" condition, except as may be described in section 9 below, and acknowledges that Landlord has not made any express or implied warranties with respect to the Premises.
9. LANDLORD'S RESPONSIBILITIES. Landlord shall comply with the requirements of applicable building, housing and fire codes materially affecting health and safety. Landlord shall ensure that the Premises is well-maintained, equipped with sanitary facilities, proper electrical current, fixtures, and outlets necessary for use of voting machines and meet the requirements for accessibility for individuals with disabilities. Furthermore, Landlord agrees that it is Landlord's responsibility to ensure that, during the period of Tenant's occupancy of the Premises:

- 9.1. The Premises shall be in "broom clean" condition with no evidence of unsanitary conditions.
- 9.2. The Premises shall be equipped with clean restrooms in good working order with hot and cold running water and a supply of paper products sufficient for two full business days. The restrooms shall be accessible by County employees present at the Premises for the election.
- 9.3. The light fixtures shall be in good working order with fully functional light bulbs.
- 9.4. The climate control system shall be in good working order such that it will maintain a consistent temperature between 68°F and 72°F.
- 9.5. There shall be an area set aside or in a separate room containing a clean table and at least 4 chairs where County employees may sit during meal breaks.
10. COMPLIANCE WITH LAW. Landlord agrees that the Premises shall be in full compliance with the Americans with Disabilities Act, Voting Rights Accessibility for the Elderly and Handicapped Act and shall adhere to all statutory and regulatory restrictions related to polling places in accordance with the Code of Virginia. In the event said Premises fails to be in compliance with either Act, the Tenant shall immediately give written notice to the Landlord within seven (7) days of the noncompliance. The defect(s) which cause the Premises to fail to be in compliance must be rectified and/or remedied no later than thirty (30) days before the next regularly scheduled election. Moreover, in the event Landlord fails to rectify and/or remedy those conditions within thirty (30) days of the date of the next regularly scheduled election, the Tenant has the sole and exclusive right to immediately terminate this Lease.
11. TENANT'S RESPONSIBILITIES:
 - 11.1 Tenant agrees that after making use of the Premises, Tenant shall leave the Premises in as good a condition as Tenant found it, normal wear and tear excepted.
 - 11.2 Tenant is responsible for maintaining order in the Premises during its Time of Possession, and shall be responsible for its equipment and personnel at all times.
 - 11.3 Tenant shall not assign the Lease or sub-let the Premises or any portion thereof.
 - 11.4 In the event of (a) Tenant's material breach of this agreement; (b) the use of the Premises by Tenant or others for illegal purposes; or (c) a breach of Tenant's obligations under this agreement involving or constituting a criminal or willful act, which is not remediable and which poses a threat to health or safety, Landlord shall have the right to enter and retain possession of the Premises by any lawful means.
12. QUIET ENJOYMENT. Landlord agrees that so long as Tenant shall comply with the terms of this Lease, Tenant shall have quiet enjoyment of the Premises during the Time of Possession.
13. DAMAGE OR DESTRUCTION. If the Building shall be destroyed or damaged in any way by fire, flood, tornado or by the elements or otherwise, Tenant shall notify the Landlord immediately. If Premises are damaged or destroyed to the extent that the Premises are not suitable for the Tenant's use, either Landlord or Tenant may terminate this Lease, with thirty (30) day notice to the other party.
14. TERMINATION OF LEASE. Tenant may terminate this Lease at any time by giving a six (6)-month advance written notice to the Landlord.
15. ENTIRE AGREEMENT. This Lease constitutes the entire agreement among the parties and may not be modified or changed except by written instrument executed by both Landlord and Tenant.
16. CONSTRUCTION OF LEASE. This Lease shall be construed under the laws of the Commonwealth of Virginia.
17. COMPLIANCE WITH REGULATIONS. Tenant agrees that in the use of the Premises it will comply with all federal, state and local statutes, ordinances and regulations affecting the Property ("Laws").
18. NOTICES. Any notice required or permitted under this Lease to be given to the Landlord shall be deemed sufficiently given or served if delivered personally to:

(name)

(Address)

(phone)

With copy by email to:

_____ (email)

or at such other address or addresses as the parties may respectfully from time to time designate by written notice to the other.

Any notice required or permitted under this Lease to be given to the Tenant shall be deemed sufficiently given or served if delivered personally to both:

Stephen A. Boyer
County Administrator
Grayson County Courthouse
129 Davis St.
PO Box 217
Independence, Virginia 24348
Local : 276-773-2471
Toll Free: 800-752-5117
Fax: 276-773-3673

Zachary Hill
Director of Elections & General Registrar
129 Davis Street, Room #101
PO Box 449
Independence, Virginia 24348
Phone: 276-773-2842
Fax: 276-773-8042
zachary.hill@graysoncountyvva.gov

or at such other address or addresses as the parties may respectfully from time to time designate by written notice to the other.

19. MISCELLANEOUS.

19.1 The headings or captions of this agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this agreement or in any way affect this agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Tenant has caused this Lease to be executed in its name and on its behalf by Stephen A. Boyer, Grayson County Administrator, and Tenant has caused this agreement to be executed in his name, all as of the day and year first above written.

**COUNTY OF GRAYSON, VIRGINIA
TENANT**

By _____
Signature

Printed Name: Stephen A. Boyer

Title: Grayson County Administrator

STATE OF VIRGINIA,
COUNTY OF GRAYSON, To-wit:

The foregoing Lease was acknowledged before me this _____ day of _____, 2024 by
Stephen A. Boyer in his capacity as County Administrator.

My commission expires _____.

Notary Registration No. _____.

Notary Public

IN WITNESS WHEREOF, the Landlord has caused this Lease to be executed in its name and on its behalf by _____ its _____, all as of the day and year first above written.

FLAT RIDGE COMMUNITY CENTER AND RECREATIONAL PARK, INC.

LANDLORD

By _____
Signature

Printed Name: _____
Title: _____

STATE OF VIRGINIA,
COUNTY OF GRAYSON, To-wit:

The foregoing Lease was acknowledged before me this _____ day of _____, 2024
by _____.

My commission expires _____.

Notary Registration No. _____.

Notary Public

IN RE: COUNTY ADMINISTRATOR'S REPORT

Mr. Stephen A. Boyer gave the following report:

- AEP Info - 80% of county is served from the Woodlawn Center and 20% from the Glade Spring Center – 100% of county was affected by the storm – 200 crews were in the county with approximately 800-900 working in the county – 50 tree crews per day – 160 broken polls with several being replaced by helicopter – AEP done an outstanding job
- Storm occurred on Wed 09-25-24 continuing through Fri 09-27-24
- Discussed local declaration on afternoon of 09-26-24. No significant damage reports at that time.
- Established 24-hour EOC operations at Independence Volunteer Fire Department at 0700 on 09-27-24 with Phillip Adams operating as Incident Command
- Incident Management Team resources were requested from VDEM to assist EOC operations. Four personnel arrived on afternoon of 09-27-24 with IMT personnel continuing to operate until 09-30-24 when they were reassigned to the Regional Coordination Center in Abingdon.
- Declared Local State of Emergency at 0939 on Friday 09-27-24.
- Established seven points of distribution throughout the county providing food, bottled water and donated disaster relief supplies by 0900 on 09-30-24.

- Continued operating sites through afternoon of 10-04-24. Established site at 60 Corporate Lane on 10-09-24 with shutdown anticipated on 10-10-24.
- Coordinated hot meals in numerous sites over the period of the response through 10-09-24.
 - Assisted in coordinating numerous loads of donated supplies throughout POD sites and volunteer sites throughout the county through 10-09-24. Began declining donations on 10-07-24 due to lack of identified needs.
 - Shifted EOC to GATE Center on 10-07-24. EOC continues to operate between 0800 - 2000, shifting to Duty Chief nights and weekends.
 - Two minor injuries directly related to storm were transported for treatment.
 - One fatality related to storm occurred
 - Specific Challenges met during response:
 - Personnel – initial response from the county was effectively five people Phillip/Megan/Paul myself plus Ernest in IT all the Sheriff's office. The Sheriff's office brought every available resource they had. Also, DSS brought two people to the EOC. (AEP 1000 and we had 20)
 - Complete communication failure via landline, internet and cell phone service.
 - o Established StarLink internet at EOC
 - o Two portable radio caches established at EOC
 - o Established Central Communications (dispatching) at EOC for all storm related responses
 - o Acquired and set up StarLink internet at Courthouse, GCSO, Troutdale Fire/Rescue & Mount Rogers Fire/Rescue
 - Complete county-wide loss of electrical power
 - o Shifted to generator operations for EOC and all fire/rescue stations throughout county
 - o Established a working list of citizens dependent on oxygen concentrators and refrigerated medications
 - Completed two emergency oxygen orders from supplier
 - Began distributing oxygen cylinders to oxygen dependent citizens with rechecks every 6 - 8 hours
 - Coordinated with Mount Rogers Health District to provide emergency medications
 - Began distributing generators to identified medical needs as they became available
 - o Distributed bottled water for citizens on private well systems
 - o Began contracting for fuel to all emergency radio tower sites to maintain continuity provided by battery back-up systems
 - o Began contracted for fuel to all fire/rescue stations to support continued generator operations
 - o Provided generator support to replace failed generator on Pond Mountain tower site.

- Loss of power to Troutdale, Grant, Fries, Independence, Oldtown, and Fairview water systems
 - o As water tanks met minimum levels in Fries, Oldtown and Fairview, boiling water notices were issued and bottled water distribution occurred throughout the county as noted above
 - o Independence, Troutdale and Grant systems never got below minimums, allowing drinking water to continue for those customers. Water conservations efforts were initiated including stopping showers at distribution site in Grayson Highlands School.
 - o Requested trailer-mounted 250KW generator through VDEM to support Fries water plant. Generator arrived at same time power was restored to water plant
- Over 90% of roads impassable
 - o Began mapping of all county roads for access by emergency vehicles
 - Reconciled list daily against VDOT list of closures
 - o Coordinated chainsaw crews from Department of Forestry and Department of Corrections to begin clearing roads beginning morning of 09-28-24 (Donnie) Ralph Norris
 - o Volunteer fire/rescue personnel assisted clearing routes in their primary response areas
 - o Priority for chainsaw crews was primary roads, fire/rescue access, communications sites, known citizens with medical conditions
 - Chainsaw crews continued to operate under EOC direction until 10-09-24
 - All roads cleared of downed trees by 10-02-24 unless complicated by power lines
 - o Door-to-Door welfare checks by volunteer Fire Departments and Rescue Squad personnel, Virginia Department of Corrections personnel and GCSO personnel.
 - Condition reports forwarded to EOC for damage documentation and tracking needs of citizens
 - Over 90% of residences in county were directly checked by fire/rescue/LE resources by 10-06-24
- Note regarding responder support during operations to date:
 - The magnitude of the event balanced against the number of staff personnel is unrepresented for me. Every emergency service and law enforcement organization in the county stood up providing staffing and helping to coordinate response and recovery efforts. Many other members of the community also stepped up to take care of citizens in their communities.
 - Some of the agencies are, in no particular order:
 - o Fries Volunteer Fire Department & Rescue Squad
 - o Baywood Search and Rescue
 - o Independence Volunteer Rescue Squad

- Independence Volunteer Fire Department (Gary Hash)
silent consistent leadership
- Elk Creek Volunteer Rescue Squad
- Elk Creek Volunteer Fire Department (Brian)
- Rugby Volunteer Fire Department & Rescue Squad
- Troutdale Volunteer Fire Department & Rescue Squad
- Mount Rogers Volunteer Fire Department & Rescue Squad
- Grayson County Sheriff's Office
- Independence Police Department (Matthew)
- Virginia State Police
- Town of Independence
- GC Department of Social Services (Crystal Cureton)
- Virginia Department of Corrections (River North
Correctional Center) (Warden)
- Virginia Department of Transportation (15 hours a day
straight)
- Virginia Department of Forestry
- Virginia Department of Emergency Management
- Virginia Department of Health
- Virginia Department of Fire Programs
- Southwest Virginia Incident Management Team
- National Capitol Region Incident Management Team
- Central Virginia Incident Management Team
- Food Independence Food Bank
- Federal Emergency Management Agency
- Many, many volunteers across the state
- VIP Tours – Governor Younkin, Morgan Griffith (twice) Jed Arnold (twice) VA Attorney General, Senator Tim Kaine, Senator Mark Warner, Matt Lohr VA Secretary of Agriculture, Secretary of Public Safety Terrance Cole, Sec Of Transportation Shep Miller and Lt. Gov Winsome Sears
- Public Works – resumed normal routes on Monday 9/30 additionally we opened the convenience center for the entire week, and we strategically placed all the dumpsters we had throughout the county. Also opened up an account in Hillsville at the Solid Waste site so residents could take their trash there for free
- FEMA – Second place in Virginia to open a Disaster Recovery Center – how that happens is Paul/Phillip and Megan are talking to counterparts non-stop, I get the office space we make it easy for them to open up and all the VIP tours we effectively communicate the need and it gets done – we are meeting with them daily and hope is to open an one stop shop for agriculture – last I heard we have over 600 claims with FEMA but I am sure there are more and we need to get the word out
- Sarah and I set up an emergency relief fund and we currently have about 19k collected which will be distributed out to our citizens with needs

- I don't want to get ahead of myself but I was contacted by a foundation and after some long discussion and memos I am confident we will receive funding around 100k which we will distribute those funds equitably across our nine fire and rescue departments and we know of needs at Grant Grange, Whitetop Community Center and several of our local food banks
- Staff- lot of county staff helped in multiple roles – Keith and Dillon worked non-stop on supplies/Jada/Tracy assisted with helplines and supplies/Allen was in all weekend cleaning up
- Constitutional Officers – our clerk of the Court Renee Nester was here non-stop until the courthouse opened along with the Treasurer Sarah Has Trimble who has continued to volunteer in various roles.
- Once we settle down, staff will start the After-Action Report and I expect we will have multiple lessons learned, understand what went well and what went wrong. I will present that report to the BoS and make it available to anyone who is interested. Our mindset going forward will continue to be plan, execute then assess and as always there are things we will find that we could have done better. Nothing ever goes perfectly in tragedy but if we don't learn lessons then that's when failure really takes place.
- From the bottom of my heart thanks to all our emergency services, staff, volunteer organizations and all those that participated in serving our citizens including our Board of Supervisors who have not stopped since this started. I am indebted to you for your service to our community.

IN RE: REPORTS, PRESENTATION(S) OR REQUEST(S)

Mr. Kevin Spurlin, Ag & Natural Resources Agent gave the following update regarding the Ag-Focused Recovery Efforts following Hurricane Helene:

- \$70M annually in production in the Ag community
- VA Coop Ext. is mandated to do damage assessment
- Phase 1 – begin damage assessment – worked with USDA, New River Southwest Conservation District to come up with numbers to send into the state
- Damage assessment is estimated at \$125M with Grayson County making up 46% (just under \$58M) to the farm sector with a little over 600+ farms affected 100% (damaged/destroyed fences, debris removal, loss of produce/goods/feed (corn/hay) and livestock losses (cattle/horses)
- Phase 2 – teams of agents visiting with farmers; Virginia Cattleman's Association has donated a portable coral; Vaughan Basset has donated a facility to store supplies/feed; ton of out-pouring support; need to get the word out; served 28 people today.
- Mental aspect to this will be great – a lot of people are hurting – media requests and trying to tell our story so we're not forgotten – regional effort to donate funds has been set up – will need funds to cleanup and rebuild
- Reach out to his team to let them know need

Mr. Brandon Reeves, Executive Director of the Virginia Cattleman's Association spoke:

- Complimented Mr. Spurlin and his team on the work they are doing
- Talking with state officials weekly and others
- Important to give support
- Foundation through the Cattleman's Association has been set up for donations and to raise money with 100% going to the local counties with a benefit auction that will be taking place soon
- Wants to support and help
- Want to tell our story to the people in DC and Richmond and will help in any way to get the county all the help possible to rebuild

Mr. Spurlin noted that part of the Disaster Recovery Response they have set up a "tag-team" response and Mrs. Lyndsie Young will be the point of contact for people to call and share needs, whether it's hay, coral, or whatever and Mr. Spurlin coordinating the donations and getting those to the people in need. Supervisor Ivey noted how important it is to have an Extension Agent in rural ag communities and thanked Mr. Spurlin and his team for all their hard work.

Mr. Christian D. Barnard, Grayson County GIS Analyst gave the following GIS presentation:

- What is GIS – Geographic Information System – any type of map that contains data that is on the computer and walked the Board through the GIS link for the County explaining the different screens and information that can be found on each one.
- Noted that the "box" on the side of the screen is information that comes from the property card which is housed in the Commissioner of Revenue's office – currently we don't have the ability to link the property card to GIS yet – the Commissioner of Revenue is investing in an updated system and hopefully be up and running early next year.
- 500 unmatched properties when Mr. Barnard started with the County; currently there are 26 that are unmatched
- Grayson County updates our GIS monthly unlike other counties that only update once per year – once property sells, changes are made and then the GIS is updated

Supervisor Cornett noted that the GIS has been much improved since Mr. Barnard began with the County.

The Board took a recess at 6:50pm and reconvened at 6:57pm.

Mr. Stephen A. Boyer, County Administrator spoke regarding River Parcels:

- Noted that the County has 5 dumpsters with more being requested from the State – will talk to Mr. Luper about placing a dumpster on the river.

IN RE: OLD BUSINESS

None

IN RE: NEW BUSINESS

➤ Resolution – Declaration of Emergency Due to Hurricane Helene

Mr. Boyer noted that this is the last thing that needs to be completed – reading of the Resolution (listed below) was waived – Supervisor Hash made a motion to approve the Resolution for the Declaration of Emergency; duly seconded by Supervisor Tomlinson. Roll call vote as follows: Michael S. Hash – aye; Mitchell D. Cornett – aye; Mary Dickenson Tomlinson – aye; R. Brantley Ivey – aye.

**RESOLUTION
A RESOLUTION FOR DECLARATION FOR EMERGENCY
DUE TO HEAVY RAINS AND FLOODING DUE TO HURRICANE HELENE**

WHEREAS, the Grayson County Board of Supervisors does hereby find:

1. That due to heavy rains and localized flooding due to Hurricane Helene, Grayson County is facing dangerous conditions; and
2. That due to flooded roads, downed power lines, extended power outages and other conditions of extreme peril to life and property, conditions necessitate the proclamation of the existence of an emergency; and
3. The Director of Emergency Management has declared a local emergency; and
4. The Declaration was effectively filed on Friday, September 27, 2024 at 9:41 a.m.

NOW THEREFORE, IT IS HEREBY PROCLAIMED that the Grayson County Board of Supervisors consents to the Declaration of Emergency by the Director of Emergency Management and the emergency now exists throughout the County of Grayson; and

IT IS FURTHER PROCLAIMED AND ORDERED that the Grayson County Emergency Operations Plan is now in effect.

By: _____
R. Brantley Ivey, Chair
Grayson County Board of Supervisors

Attest: _____
Stephen A. Boyer, Clerk
Grayson County Board of Supervisors

CERTIFICATE OF VOTES

The record of the roll-call vote by the members of the Grayson County Board of Supervisors on the foregoing Resolution, duly adopted upon a roll-call vote at a public meeting held on October 10, 2024, as follows:

<u>Name</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
R. Brantley Ivey				
Michael S. Hash				
Tracy A. Anderson				
Mary E. Dickenson Tomlinson				
Mitchell D. Cornett				

➤ Building Permit Fee Waiver & Zoning Permit Fee Waiver

Mr. Boyer noted he's recommending a waiver of fees for all building permits for repairs associated with the recent hurricane for all residential/commercial construction projects along with waiver of fees for zoning permit fees. Supervisor Tomlinson made a motion to waive the building permit fee and the zoning permit fee in the wake of Hurricane Helene; duly seconded by Supervisor Hash. Motion carried 4-0

IN RE: INFORMATIONAL ITEMS

As presented.

IN RE: REGISTERED SPEAKER(S) AND PUBLIC COMMENT(S)

- Mary Young of Battlefield Dr/Independence/Va – thanked the Board for all their hard work and efforts during the hurricane – never seen anything like this before – fortunate to have great neighbors – important not to dwell on the damage
- Dwight Taylor of Homeplace Ln/Troutdale/Va – apologized to Supervisor Cornett for the way he spoke to them – spoke about generators and read an email
- Hank Dunken – no show
- Susan Mitchell of Wilson Hwy/Mouth of Wilson/Va – thanked the Board – also noted that students/teachers/staff/Food Independence – also thanked Supervisor Ivey for opening his home for their mother's funeral service
- Kevin Spurlin noted that Virginia Cooperative Extension has a resource page, ext.vt.edu and search for Hurricane Helene and you can find a lot of information other than ag
- Beth Schmid of Wilson Hwy/Mouth of Wilson/Va – thanked everyone for all they've done – thanked Supervisor Tomlinson for all her Facebook posts and thanked Supervisor Ivey for opening his home for their mother's funeral service
- Tim Winters of Gold Hill Rd/Mouth of Wilson/VA – spoke on the generators and would like to know why they were taken away when it was specified they were being donated to a certain area.

IN RE: BOARD OF SUPERVISORS' TIME

Supervisor Hash thanked everyone who reached out to help their neighbors – saw lots of folks working together – thanked God's Pit Crew, State Agencies, Federal Agencies – overwhelming to see everyone come together – Administration response was very professional – so many people to thank in Providence District – pray for all those affected – local food banks lost frozen foods, consider donating to those – thankful for the Tri-Area Health Pharmacy in Fries.

Supervisor Cornett spoke on the generator issue feels that since all the communications were down, there was a lot of miscommunication – feels EMS was looking out for the

County and those that needed help immediately – true character of the County came out during/after the hurricane, everyone came together – fire/rescue really stepped up along with AEP, VDOT, State/Federal agencies – looking forward to rebuild – continue to pray for everyone

Supervisor Tomlinson quoted Psalms 46: 1 & 2 and Matthew 22: 36-40 – saw more of love thy neighbor in the past 2 weeks than in my life – all supervisors pitched in and covered territories whether it was ours or not – Mr. Boyer is a driving force for our county – thanked the different agencies involved in helping us along with Paul Hoyle, Phillip Adams and Megan Barnes who are essential to our county and DOC, VDOT, AEP, and so many others.

Supervisor Ivey noted that we were hit hard but we are blessed – thanked State/Federal leaders/agencies, County staff and Steve Boyer for his leadership – thanked Grayson County citizens for their compassion, volunteerism and dedication to their communities.

IN RE: CLOSED SESSION

Supervisor Cornett made the motion to enter into closed session pursuant to §2.2-3711(A)(1) of the Code of Virginia to discuss personnel matter; duly seconded by Supervisor Hash.

Supervisor Hash made the motion to come out of closed session; duly seconded by Supervisor Tomlinson. Motion carried 4-0.

Whereas, the Grayson County Board of Supervisors has convened a closed session on the 10th day of October 2024, pursuant to an affirmative recorded vote and in accordance with provision of the Virginia Freedom of Information Act; and

Whereas, §2.2-3711 of the Code of Virginia requires a certification by this Board of Supervisors that such closed session was conducted in conformity with Virginia law;

Now, Therefore Be It Resolved that the Board of Supervisors hereby certifies that, to the best of each member's knowledge, (I) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed session to which this certification resolution applies, and (II) only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by the Board of Supervisors with recorded confirmation from members as follows: R. Brantley Ivey – I so certify; Michael S. Hash – I so certify; Mary Dickenson Tomlinson – I so certify; and Mitchell D. Cornett – I so certify.

IN RE: ADJOURN MEETING

Supervisor Cornett made the motion to adjourn; duly seconded by Supervisor Hash.
Motion carried 4-0.