

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF MONTGOMERY COUNTY, VIRGINIA HELD ON THE 11TH DAY OF FEBRUARY, 2002 AT 7:15 P.M. IN COURTROOM B, COUNTY COURTHOUSE, CHRISTIANSBURG, VIRGINIA:

PRESENT:	Mary W. Biggs	-Chairman
	Larry N. Rush	-Vice Chairman
	Annette S. Perkins	-Supervisors
	Gary D. Creed	
	John A. Muffo	
	C. P. Shorter	
	James D. Politis	
	L. Carol Edmonds	-Assistant County Administrator
	Martin M. McMahon	-County Attorney
	T. C. Powers, Jr.	-Planning Director
	Angela Hill	-Financial Management Services Director
	Bobby Parker	-Public Information Officer
	Judy W. Kiser	-Assistant to the County Administrator

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The Chairman called the meeting to order and the Pledge of Allegiance was recited.

PUBLIC ADDRESS SESSION

George Smith , a member of the Alleghany Library Building Committee, provided an update on the Alleghany Library project. Mr. Smith reported the architect will soon forward preliminary plans to the County. Area civic clubs have raised approximately \$50,000, and property has been purchased for the library site.

Margaret Smith addressed her concerns about the Carilion New River Valley Medical Center's request to rezone 120 acres from R-2 to PUD-COM. She acknowledged the fact that Carilion had paid to put in larger sewer lines than were needed to build the hospital but found the \$1 million cost overrun to be excessive. With plans for a hotel and VDoT's rest stop tripling its bathroom facilities, Ms. Smith asked how the County can be sure that adding St. Albans to the system will not cause the 177 corridor capacity to be exceeded at peak flow.

There being no further speakers, the public address session was closed.

DELEGATIONS

Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2001

Deanna Cox of Robinson, Farmer, Cox Associates, presented the Comprehensive Annual Financial Report for Fiscal Year ended June 30, 2001. The Chair asked that a chart be provided to Board members explaining undesignated fund balance.

AMEND CONSENT AGENDA

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously, the Consent Agenda was amended to include Resolutions Committee in the resolution of support for Supervisor Annette Perkins' appointment to VACo Steering Committees. The vote was as follows:

<u>AYE</u>	<u>NAY</u>
Annette S. Perkins	None
John A. Muffo	
Gary D. Creed	
C. P. Shorter	
Larry N. Rush	
James D. Politis	
Mary W. Biggs	

CONSENT AGENDA

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously, the Consent Agenda dated February 11, 2002 was approved as amended. The vote was as follows:

<u>AYE</u>	<u>NAY</u>
Annette S. Perkins	None
John A. Muffo	
Gary D. Creed	
C. P. Shorter	
Larry N. Rush	
James D. Politis	
Mary W. Biggs	

VACo Steering Committee-Mary W. Biggs-Education Steering Committee

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously,

WHEREAS, Supervisor Mary W. Biggs has been invited to serve on the Virginia Association

of Counties (VACo) Education Steering Committee.

NOW, THEREFORE, BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia authorizes the County Administrator to reimburse Supervisor Biggs for expenses arising from attendance at committee meetings.

BE IT FURTHER RESOLVED, The Board of Supervisors endorses Supervisor Biggs' participation on the Education Steering Committee.

VACo Steering Committees-Annette S. Perkins-Conference Planning Committee, Resolutions Committee and Transportation Committee

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously,

WHEREAS, Supervisor Annette S. Perkins has been invited to serve on the Virginia Association of Counties (VACo) Conference Planning Committee, Resolutions Committee and as Vice Chair on the Transportation Committee.

NOW, THEREFORE, BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia authorizes the County Administrator to reimburse Supervisor Perkins for expenses arising from attendance at committee meetings.

BE IT FURTHER RESOLVED, The Board of Supervisors endorses Supervisor Perkins' participation on the Conference Planning Committee, Resolutions Committee and the Transportation Committee.

VACo Steering Committee-John A. Muffo-Community Development & Planning Committee

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously,

WHEREAS, Supervisor John A. Muffo has been invited to serve on the Virginia Association of Counties (VACo) Community Development & Planning Committee.

NOW, THEREFORE, BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia authorizes the County Administrator to reimburse Supervisor Muffo for expenses arising from attendance at committee meetings.

BE IT FURTHER RESOLVED, The Board of Supervisors endorses Supervisor Muffo's participation on the Community Development & Planning Committee.

OLD BUSINESS

Remove from Table-Beliveau Development Corp. Rezoning Request

On a motion by C. P. Shorter, seconded by Gary D. Creed and carried unanimously,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia the Beliveau Development Corp.'s request to rezone 2.2 acres from Agriculture (A-1) to Residential (RM-1) located at 3030-3032 Peppers Ferry Road in the Prices Fork Magisterial District is hereby **removed from the table.**

The vote on the foregoing motion was as follows:

<u>AYE</u>	<u>NAY</u>
John A. Muffo	None
Gary D. Creed	
C. P. Shorter	
James D. Politis	
Annette S. Perkins	
Larry N. Rush	
Mary W. Biggs	

Rezoning Request-Beliveau Development Corp.

On a motion by John A. Muffo, seconded by Annette S. Perkins and carried,

ORDINANCE 2002-2
An Ordinance Amending the Zoning
Classification of 2.2 Acres from
Agriculture (A-1) to Residential (RM-1)

BE IT ORDAINED, By the Board of Supervisors of Montgomery County, Virginia that it hereby finds that the proposed rezoning is in compliance with the Comprehensive Plan and meets the requirement for public necessity, convenience, general welfare and good zoning practice, and therefore the zoning classification of that certain tract or parcel of land consisting of 2.2 acres is hereby amended and rezoned from the zoning classification of Agriculture (A-1) to Residential (RM-1) subject to the following proffered conditions:

1. A minimum of 25 feet of existing vegetation buffer shall be maintained wherever grading conditions allow.
2. The project will be developed in substantial conformance with plan dated February 28, 2001.

This action was commenced upon the application of Beliveau Development Corp. (Agent: Yvan Beliveau).

This tract or parcel of land located at 3030-3032 Peppers Ferry Road and is identified as Tax Parcel No. 64-A-33A in the Prices Fork Magisterial District. The property lies in an area designated as Urban Expansion in the Comprehensive Plan.

This ordinance shall take effect upon adoption.

The vote on the foregoing ordinance was as follows:

AYE

C. P. Shorter
James D. Politis
Annette S. Perkins
John A. Muffo
Larry N. Rush
Mary W. Biggs

NAY

Gary D. Creed

Special Use Permit-Calvin Glenn Hall

On a motion by Gary D. Creed, seconded by James D. Politis and carried unanimously,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that Calvin Glenn Hall's request for a Special Use Permit in Agricultural (A-1) on a 0.53 acre tract to allow a private garage in excess of 850 square feet and sixteen (16) feet in height is hereby approved subject to the following conditions:

3. Private garage shall be complete and property brought into compliance within six (6) months of approval of the special use permit by the Board of Supervisors.
4. Garage shall not exceed 1680 square feet in area.
5. Garage shall be private and not used for any work of a commercial nature.

The property is located at 5500 Periwinkle Road and is identified as Tax Parcel No. 47A-A-32A (Account ID #007813) in the Shawsville Magisterial District. The property lies in an area designated as Urban Expansion Area in the Comprehensive Plan.

The vote on the foregoing resolution was as follows:

AYE

C. P. Shorter
James D. Politis
Annette S. Perkins
John A. Muffo
Larry N. Rush
Gary D. Creed
Mary W. Biggs

NAY

None

Special Use Permit-Gary L. & Maxine L. Morris

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that the Gary L. & Maxine L. Morris request for a Special Use Permit, with possible conditions, in Agricultural (A-1) on a 1.957 acre tract to allow a private garage in excess of 850 square feet and sixteen (16) feet in height is hereby approved subject to the two conditions listed below.

1. Private garage shall not exceed 1,232 square feet in area and 21 feet in total height.
2. Garage shall be private and not used for any work of a commercial nature.

The property is located at 3750 Surface Road and is identified as Tax Parcel No. 119A-8-7 (Account ID #034884) in the Riner Magisterial District. The property lies in an area designated as Rural Expansion Area in the Comprehensive Plan.

The vote on the foregoing resolution was as follows:

<u>AYE</u> John A. Muffo Larry N. Rush Gary D. Creed James D. Politis Annette S. Perkins C. P. Shorter Mary W. Biggs	<u>NAY</u> None
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Special Use Permit-C. B. Linkous

On a motion by C. P. Shorter, seconded by James D. Politis and carried unanimously,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that the CB Linkous (Agent: Greg Linkous) request a Special Use Permit in Agriculture (A-1) on a 4.3 acre tract, with possible conditions, on Tax Parcel No. 67-A-222A (Account ID #036257) for a contractor's equipment storage yard is hereby approved subject to the following ten conditions listed below. Property is located at 333 Merrimac Road in the Prices Fork Magisterial District. The property lies in an area designated Urban Expansion Area in the Comprehensive Plan.

1. The owner will construct an 8' privacy fence adjacent to the proposed equipment building and surrounding an area large enough to accommodate the storage of all inoperable vehicles awaiting repair, equipment parts, and smaller, non-vehicular, paving equipment.
2. The property will contain no more than thirty (30) vehicles or pieces of heavy equipment related to the contracting and paving business at any one time. All vehicles and equipment will be

maintained in good working condition. Equipment, which can be licensed and tagged (gravel trucks, etc), or heavy equipment (back hoes, scrapers, rollers) in good working order can be stored outside of a fenced contractors yard, at least three hundred and fifty (350) feet from the right of way of Merrimac Road and no closer than ten (10) feet from the side and rear property lines. All other equipment, materials, supplies, and inoperable vehicles must be stored within the fenced area. In addition, the owner may construct a pole barn adjacent to one side of the fenced area or to the side of the equipment shed to facilitate the storage of materials, which may be effected by the weather.

3. No "for-hire" repair work will occur on site.
4. There will be no storage of fuel on site.
5. Any lighting installed on site will be dusk to dawn, "full cut-off" type fixtures to avoid glare onto adjacent properties.
6. In addition to the fenced storage yard, the owner will plant evergreens along the rear edge of the graded portion of the property and intermittently along the northern edge of the property, extending from the end of the Sheppard Property to the rear property line in order to augment existing screening. Finally, the owner will construct a 175' long, 6' high privacy fence, extending from the two evergreens adjacent to the paved parking area to 10 feet beyond the rear corner of the last trailer in Sheppard's Mobile Home Park. Given the close proximity of the manufactured homes to the property line (varying between 2' and 4.5', the fence will limit the view of the forward portion of the contractor's yard and will limit access to the Linkous property from the Sheppard property. Screening on the southern portion of the property is sufficient and does not appear to need additional work.
7. The building size shall be limited to no more than 2,800 square feet and the height shall not exceed 20 feet. In addition, if needed, the owner may construct either an open-sided attached storage shed or pole barn adjacent to either the fence or to the equipment repair structure, not to exceed a total of 1000 square feet in order to replace the existing bus storage facilities.
8. Given the residential character of the area, onsite work shall be limited to the hours between 7:00 a.m. and 8 p.m., unless otherwise required for emergency uses such as snow removal.
9. The two buses and the sand storage unit must be removed from the property within sixty (60) days of the final inspection for the equipment repair building. All other inoperable vehicles and equipment must be stored within the fenced area adjacent to the equipment repair building.
10. All work specified in this document must be completed within sixty (60) days after the final inspection for the equipment repair building. Failure to comply with all conditions of this Special Use Permit after due notice from the Zoning Administrator shall result in revocation of the permit from the Board of Supervisors.

The vote on the foregoing resolution was as follows:

AYE

NAY

John A. Muffo None
Larry N. Rush
Gary D. Creed
James D. Politis
Annette S. Perkins
C. P. Shorter
Mary W. Biggs

Rezoning Request-Maddy Realty, LLC

On a motion by James D. Politis, seconded by Gary D. Creed and carried unanimously,

ORDINANCE 2002 - 3

**An Ordinance Amending the Zoning
Classification of 21.62 acres from
Agriculture (A-1) to Rural Residential (RR)**

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that it hereby finds that the proposed rezoning is in compliance with the Comprehensive Plan and meets the requirement for public necessity, convenience, general welfare and good zoning practice, and therefore the zoning classification of that certain tracts or parcels of land consisting of 21.62 acres of land is hereby amended and rezoned from the zoning classification of Agriculture (A-1) to Rural Residential (RR) subject to the following proffered conditions:

1. The entrance(s) to the subdivision shall meet all applicable VDOT standards, including site distance requirements;
2. The well and septic system requirements shall meet all applicable Health Department Standards;
3. In the event that the proposed gas pipeline is approved and the easement has been purchased, applicant shall identify and locate the easement on the final subdivision plat prior to recordation.

This action was commenced upon the application of Maddy Realty LLC.

This tract or parcel of land is located on Fairview Church Road and is identified as Tax Parcel Nos. 127-A-23 (Acct ID #00729) in the Riner Magisterial District. The property currently lies in an area designated as Agriculture/Rural in the Comprehensive Plan.

This ordinance shall take effect upon adoption.

The vote on the foregoing ordinance was as follows:

<u>AYE</u>	<u>NAY</u>
Larry N. Rush	None

Gary D. Creed
Annette S. Perkins
C. P. Shorter
John A. Muffo
James D. Politis
Mary W. Biggs

Rezoning Request-Carilion New River Valley Medical Center

On a motion by Larry N. Rush, seconded by Gary D. Creed and carried,

**ORDINANCE 2002 - 4
An Ordinance Amending the Zoning
Classification of Approximately 120 acres
from Residential (R2) to
Planned Unit Development Commercial (PUD-COM)**

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that it hereby finds that the proposed rezoning is in compliance with the Comprehensive Plan and meets the requirement for public necessity, convenience, general welfare and good zoning practice, and therefore the zoning classification of that certain tracts or parcels of land consisting of approximately 120 acres of land is hereby amended and rezoned from the zoning classification of Residential (R2) to Planned Unit Development Commercial (PUD-COM). The zoning classification is subject to the following proffered condition:

1. That the use of the subject property shall be limited to the following uses permitted by right: conference or training center; day care center; medical care facility; office, administrative, business or professional; equipment sales and service; hospital, medical center, emergency care; senior living facilities.
2. Additional right of way along Barn Road to be dedicated from Carilion to increase total right of way to fifty (50) feet (See attached Master Plan Carilion New River Valley Medical Center). Location of right of way may vary depending on final road design.

This action was commenced upon the application of Carilion New River Valley Medical Center.

This tract or parcel of land is located at 2900 Lamb Circle and is identified as Tax Parcel No. 104-A-26 (Acct ID #009207) in the Riner Magisterial District. The property currently lies in an area designated as Planned Commercial in the Comprehensive Plan.

The approved concept development plan is Master Plan Carilion New River Valley Medical Center Draper Aden Associates Project No. B01256-03 dated 12-03-01.

This ordinance shall take effect upon adoption.

The vote on the foregoing ordinance was as follows:

AYE

Gary D. Creed
Annette S. Perkins
C. P. Shorter
John A. Muffo
Larry N. Rush
Mary W. Biggs

NAY

James D. Politis

Special Use Permit-Sarah M. Wall, Life Estate (Agent: Mac Wall)

On a motion by Larry N. Rush, seconded by C. P. Shorter and carried unanimously,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that the Sarah M. Wall, Life Estate (Agent: Mac Wall) request for a Special Use Permit, with possible conditions, in Agricultural (A-1) on a 19.72 acre tract to allow a creamery is hereby approved subject to the five conditions listed below. The property is located at the South-east intersection of Prices Fork Road and Merrimac Road and is identified as Tax Parcel No. 52-A-137,138 (Account ID #020273) in the Price's Fork Magisterial District. The property lies in an area designated as Agriculture in the Comprehensive Plan:

1. Project shall be constructed in substantial conformance with the concept plan dated December 3, 2001. Project shall occupy no more than 6.7 acres and shall contain no more than 2000 square feet of restaurant area and no more than 2000 square feet of retail sales of items not handcrafted, grown or produced on the Wall Farm.
2. Special Use Permit authorizes a "farm enterprise" that shall consist of uses such as:
 - a. Processing of dairy products (creamery) and other products such as tea, juice and water. The processing facility shall not exceed an average capacity of 1500 gallons of processed product per day.
 - b. Retail sales of dairy products, bottled beverages, baked goods, meats, eggs, produce, crafts and farm products (e.g., hay, gates, water troughs, etc.).
 - c. Educational and entertainment activities consistent with the farming operation such as farm and creamery tours, hay rides, corn mazes, etc.
 - d. Any other uses similar in type, scope and intensity as determined by the Zoning Administrator.
3. Project shall be subordinate to an ongoing agricultural operation and part of an Agricultural and Forestal District.

4. Entrances shall be approved by VDOT prior to issuance of any building permits. All service and shipping traffic will use the Merrimac Road entrance.
5. Ten (10) feet of additional right of way along the entire eastern property line shall be granted to facilitate the future widening of Merrimac Road.

The vote on the foregoing resolution was as follows:

<u>AYE</u>	<u>NAY</u>
Annette S. Perkins	None
John A. Muffo	
Larry N. Rush	
James D. Politis	
Gary D. Creed	
C. P. Shorter	
Mary W. Biggs	

NEW BUSINESS

Resolution Authorizing Electric Service Contract Extension

On a motion by James D. Politis, seconded by Gary D. Creed and carried unanimously,

RESOLUTION AUTHORIZING ELECTRIC SERVICE CONTRACT EXTENSION

WHEREAS, The VML/VACo-Appalachian Power Company (APCo) Steering Committee (the "Committee") comprised of representatives of local governments and political subdivisions has for many years negotiated on behalf of such governmental units within the service area of APCo the terms of standard contract forms which have included rates for the purchase of electricity supply and delivery service and for the installation, maintenance and delivery service for street lights by and for said governmental units from APCo as a single source provider; and

WHEREAS, The most recent such contracts for the period beginning July 1, 2000 will terminate on June 30, 2002; and

WHEREAS, On or about February 12, 2001, APCo agreed with the Committee to extend the term of such contracts to December 31, 2003 at rates set forth in the Company's Schedule 17 on file with the Virginia State Corporation Commission (the "Commission") and;

WHEREAS, On or about July 24, 2001, American Electric Power Co. ("AEP"), parent

corporation of APCo, filed a proceeding in the Federal Energy Regulation Commission ("FERC") seeking approval of amendment of its intercompany agreement which inter alia affects the supply and computation of the price for electricity furnished to APCo in excess of that produced by APCo, in which proceeding the Steering Committee and the Town of Wytheville appeared and objected; and

WHEREAS, In consideration of the Committee and the Town of Wytheville agreeing to a negotiated settlement of the FERC proceeding which provides substantial protection against potential escalation of the fuel factor which is a component of APCo's total pricing for electricity supplied to its retail customers, including the governmental units, APCo has granted to the governmental units the election to (1) terminate the current contracts on June 30, 2002, or (2) extend the contracts at Schedule 17 rates to December 31, 2003 pursuant to the offer dated February 12, 2001, or (3)(a) to extend the current contracts through June 30, 2007, at rates contained in APCo's unbundled Standard Rate Schedules, or any successor or replacement schedules then on file and approved by the Commission; and (b) to extend street light service at rates as in effect July 1, 2000, but subject to changes in the fuel factor; provided that election (3) is conditioned upon the governmental unit so electing, notifying APCo of its election within 90 days of December 18, 2001, that (i) it has chosen APCo to provide generation service through June 30, 2007, and (ii) that it will not chose a different supplier prior to such date; and (iii) it will not request the Commission to determine rates and provisions for default service different from that provided under its contract, as amended by election (3); and

WHEREAS, The Steering Committee has recommended that the governmental units, including this jurisdiction, exercise election (3) above, that is, the extension of current contracts with APCo for electric service and delivery thereof from July 1, 2002 through June 30, 2007, including street light contracts, at the rates and subject to the conditions all as set forth in the letter dated December 18, 2001 signed on behalf of APCo and AEP and on behalf of the Steering Committee and the Town of Wytheville, all by counsel, which is attached hereto as Exhibit A and incorporating letters dated February 12 and February 15, 2001 attached hereto as Exhibits B1 and B2; and

WHEREAS, On consideration whereof, it appearing to the Board of Supervisors of Montgomery County, Virginia that there is only one source practically available which can and will supply electricity service and delivery thereof for the entire needs of the County at established rates for such bundled service or unbundled generation service for the period from July 1, 2002 through December 31, 2007, as negotiated and recommended by the Committee; and it further appearing that even if there should develop a truly competitive market in the APCo area for generation service, it is questionable whether the Virginia Electricity Restructuring Act (the "Act") provides for capped rates or default rates for public authorities in the APCo area, and if not could place this jurisdiction at a disadvantage in the event it elects to contract with an alternative supplier or if such alternative supplier should default and be unable to provide the electricity; and it further appearing that notice hereof has been posted or published as specified in Va. Code § 2.2-4303E that competitive sealed bidding and competitive negotiation for such services for such period, are not fiscally advantageous to the public because the procurement process for electric services in a competitive market, even if there should be such a market, must be of such flexibility to provide a rapid response to fluctuating market conditions on a daily, or even hourly, basis; and it further appearing that the contract extensions recommended and agreed to by the Committee will provide this jurisdiction with a safeguard against excessive electricity generation costs both at this date and in the foreseeable future due to a lack of real competition in this area of Virginia; and

WHEREAS, In addition to the fact that no other source is practically available for such electric services for such period, the APCo offer to extend the contracts, being for a limited time, i.e., ninety (90) days from December 18, 2001, is such that an emergency does exist inasmuch as such period is not sufficient for this jurisdiction to correctly assess its entire needs for electric service, whether for the short term or through June 30, 2007, to prepare and receive requests for proposals and to review, consider and act upon any proposals which may possibly be received.

NOW, THEREFORE BE IT RESOLVED, That this jurisdiction accepts the offer of APCo to extend its current contract for electric service on a bundled basis, including its street light contract, from July 1, 2002 through June 30, 2007, as set forth in Exhibit A and as agreed and recommended by the Committee.

BE IT FURTHER RESOLVED, That in accordance with the conditions in APCo's offer this jurisdiction agrees that (i) it has chosen APCo to provide generation service through June 30, 2007, (ii) that it will not choose a different supplier prior to such date, and (iii) that it will not request the State Corporation Commission to determine rates and provisions for default service different from that provided in the contracts, as amended and extended as set forth above.

BE IT FURTHER RESOLVED, That the County Administrator is authorized to execute and deliver on behalf of this jurisdiction all documents as shall be deemed appropriate to carry out the foregoing action.

The Clerk is directed to notify APCo of the aforesaid election and agreement by transmitting a copy hereof to counsel for the Committee, Howard W. Dobbins, 1021 East Cary Street, P.O. Box 1320, Richmond, VA 23218-1320, who is authorized to deliver the same to APCo.

The vote on the foregoing resolution was as follows:

<u>AYE</u>	<u>NAY</u>
John A. Muffo	None
Larry N. Rush	
James D. Politis	
Gary D. Creed	
C.P. Shorter	
Annette S. Perkins	
Mary W. Biggs	

Department of Social Services-Involuntary Consolidation of Local Social Services Agencies

On a motion by James D. Politis, seconded by C. P. Shorter and carried unanimously,

WHEREAS, The Commonwealth of Virginia currently maintains a locally administered and state supervised social service delivery system for its independent counties and cities; and

WHEREAS, The budget proposed by Governor Gilmore has identified consolidation of local

departments of social services as a means of reducing the State budget by one million dollars for FY 2003 and three million dollars for FY 2004; and

WHEREAS, State and locally initiated studies of local social service agency consolidation conclude that consolidation is appropriate in only select instances and that such studies further conclude that consolidations may well result in increased administrative complexity and increased costs to state and local governments; and

WHEREAS, Such consolidation if implemented will have significant negative fiscal impact to Montgomery County as well as serious adverse effects on clients in Montgomery County; and

WHEREAS, The Montgomery County Board of Supervisors is committed to the efficient and effective delivery of services to the citizens of Montgomery County and the Commonwealth of Virginia; and

WHEREAS, The Montgomery County Board of Supervisors recognizes the fiscal dilemma that currently exists in the Commonwealth.

NOW, THEREFORE, BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia supports consolidation of local departments of social services only when such consolidation is conceived and accomplished by the local governments involved.

BE IT FURTHER RESOLVED, That decisions about consolidation of local social services delivery systems and associated administrative functions based on the impact on quality of service and fiscal impacts of such consolidation should remain in the purview of local government as currently provided in the laws of the Commonwealth.

The vote on the foregoing resolution was as follows:

<u>AYE</u>	<u>NAY</u>
John A. Muffo	None
Larry N. Rush	
James D. Politis	
Gary D. Creed	
C.P. Shorter	
Annette S. Perkins	
Mary W. Biggs	

Water Agreement-Public Service Authority/Blacksburg/Montgomery County-Authorization for Chairman to Sign

On a motion by C. P. Shorter, seconded by James D. Politis and carried unanimously,

BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia hereby approves the following Agreement between the Montgomery County Public Service Authority, the Town of Blacksburg and the County of Montgomery, for the sale and purchase of potable water to serve the Price's

Fork Service Area.

BE IT FURTHER RESOLVED, The Chair is hereby authorized to execute said agreement on behalf of the Board of Supervisors.

CONTRACT FOR THE SALE AND PURCHASE
OF POTABLE WATER
TO SERVE
THE PRICE'S FORK SERVICE AREA

THIS CONTRACT for the for the sale and purchase of water is made and entered into this **15 the** day **February, 2002** by and between the TOWN OF BLACKSBURG, 300 South Main Street, Blacksburg, Virginia 24060, Party of the First Part (hereinafter referred to as "Town"), and the MONTGOMERY COUNTY PUBLIC SERVICE AUTHORITY, Post Office Box 746, Christiansburg, Virginia 24073, Party of the Second Part (hereinafter referred to as the "PSA"). The MONTGOMERY COUNTY BOARD OF SUPERVISORS is a signatory to this Contract for the reasons stated herein.

WITNESSETH:

WHEREAS, the PSA is organized and established under the provisions of Section 15.2- 5100 et seq. of the 1950 Code of Virginia, the Virginia Water and Waste Authorities Act, for the purpose of constructing and operating a water supply distribution system within the service area described in this Agreement, and to accomplish this purpose the Authority will require a supply of potable water;

WHEREAS, the PSA has secured a supply of potable water for the Price's Fork area of Montgomery County, from Alliant Techsystems Inc., a Delaware corporation which has been granted the use of certain facilities located in Pulaski and Montgomery Counties, in the Commonwealth of Virginia, known as the Radford Facilities Army Ammunition Plant.

WHEREAS, the PSA's contract with Alliant Techsystems, Inc. carries a twenty year term, renewable at the mutual consent of the parties for an additional twenty year term; and, the contract contains a "Government Noninterference" clause, which permits the federal government to override the PSA's access to the supply of potable water, if required by the federal government's needs;

WHEREAS, the PSA requires a reliable substitute source of potable water for a tenn of 40 years, in order to meet its obligations to repay loans from the Rural Development Agency for the construction of the public water system infrastructure for the Price's Fork area.;

WHEREAS, the Town is a member of the Blacksburg-Christiansburg-V.P.I. Water Authority and as such owns a supply of treated water;

WHEREAS, the Town did, at a regular meeting of the Blacksburg Town Council, on the 12th day of February, 2002, agree to sell treated water to the PSA in accordance with the provisions of the Virginia Water and Waste Authorities Act, under the terms and conditions contained herein, and authorized the Mayor to execute this Agreement on its behalf;

WHEREAS, by Resolution adopted by the PSA on the 4th day of February 2002, which Resolution is attached hereto and made a part hereof and marked Exhibit "A", the PSA authorized the purchase of water from the Town in accordance with the terms set out herein, and authorized the execution of this Agreement by its Chairman and Secretary;

WHEREAS, by Resolution adopted by the Montgomery County Board of Supervisors at a meeting on the 11th day of February, 2002, its Chair is authorized to sign this Contract and to make the representations, set forth herein, upon which the Town relies in entering this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth:

A. THE TOWN AGREES:

1. Substitute water source

Town agrees that if PSA's supply of potable water from Alliant Techsystems Inc., for the Rice's Fork area is interrupted, Town will sell potable water to PSA under the terms of this Agreement. For the purposes of this paragraph, an "interruption" will include the temporary interruption of water supply under the "Government Noninterference" clause of PSA's contract with Alliant Techsystems. "Interruption" will also include the non-renewal of the PSA's contract with Alliant Techsystems due to the refusal of Alliant Techsystems or its successor. In the event that PSA loses its supply of potable water under the Alliant Techsystems contract due to reasons beyond PSA's control, Town will supply potable water to PSA per the terms of this agreement.

2. Service Area

Town agrees to furnish the PSA, at the point of delivery hereinafter specified, during the term of this Contract and for any renewal or extension thereof, potable treated water as provided by the Town by the Blacksburg-Christiansburg-VPI Water Authority to the following area:

The Prices Fork area, consisting of that section of the unincorporated County bounded on the east by the Town of Blacksburg corporate limits, on the south by Stroubles Creek, on the west by the New River, and on the north by Giles County, as shown on the map attached hereto as Exhibit B. Excluded from this service area is an area generally north, which area is already designated as a service area in the water service agreement between the parties for the Merrimac/Price's Mountain area, dated July 1, 1998.

3. Point of Delivery

Town will deliver water to the point where Price's Fork Road intersects the Town corporate limit, or as near thereto as may be determined according to good engineering practices JY the Blacksburg Director of Planning and Engineering, in consultation with the Blacksburg Director of Public Works and the Director of the Montgomery County Public Service Authority. fown will extend a water main from its existing facilities to the point of delivery, at the expense Jf the PSA.

4. Quantity of Water

Town shall make available to PSA potable water at an average rate of up to 260,000 gallons per day (gpd) and a maximum of 510,000 gpd, at a withdrawal rate not to exceed 500 gallons per minute (gpm), as supplied to the Town by the Blacksburg-Christiansburg- V.P .1. Water Authority (hereinafter "Water Authority").

This quantity of water shall be reduced on a gallon-for-gallon basis by any water obtained by the PSA or by any other water purveyor, from any other water source, to serve the service area.

Emergency failures of pressure or supply due to main supply line breaks, breakdown at the water treatment plant, problems with the water storage tanks, power failures, flood, fire and llse of water to fight fire, earthquake or other catastrophe or act of God shall excuse the Town from this provisIon for such reasonable period of time as may be necessary to restore service. The sale of water shall be totally contingent upon the Town having an available supply of water for resale after all present customers of the

Town, as well as all future customers within the corporate limits of the Town, are serviced.

5. At Delivery Point

To furnish water to the point of delivery at a reasonably constant pressure. Emergency failures of pressure or supply due to main supply line breaks, breakdown at the water treatment plant, problems with the water storage tanks, power failures, flood, fire and use of water to fight fire, earthquake or other catastrophe or act of God shall excuse the Town from this provision for such reasonable period of time as may be necessary to restore service.

6. Price

To sell water at a price that reflects the actual cost of acquiring potable water from the Water Authority and distributing the water to the point of delivery. The Town will calculate this price annually, on or before May 1 of each year. The price will then become effective on July 1 of each year. The Town's data and calculations shall be made available to the P.S.A. upon request. The price shall include the wholesale price of the water, as established by the Water Authority. In addition, the Town will calculate the additional cost of distributing the water to the point of delivery, including a figure for the operation and maintenance of the pump stations and distribution lines involved in transporting the water to the point of delivery, calculated as a percentage of the wholesale cost.

B. THE PSA AGREES:

1. Notice

PSA will provide the Town as much advance written notice of its intent to purchase water under this Contract as reasonably possible. At the earliest date that the PSA becomes aware of a potential interruption in water supply, or of a potential non-renewal of the Alliant Techsystems contract, PSA shall notify the Town in writing of the potential activation of its rights to purchase under this contract.

2. Rates and Payment Date

a. To pay the Town, not later than the 10th working day after receipt of the itemized statement, the established price for water delivered in the preceding month. In any month that the average daily consumption at the point of delivery exceeds the maximum GPD set forth in paragraph A.3., the PSA agrees to pay two hundred fifty percent (250%) of the "wholesale" rate charged the Town of Town per

1000 gallons by the Blacksburg-Christiansburg-V.P.I. Water Authority during that month, for all gallons in excess of the maximum set forth above.

Emergency conditions due to main supply line breaks, power failures, flood, fire and use of water to fight fire, earthquake or other catastrophe or act of God which cause or result in water consumption or usage in excess of said Schedule shall not be subject to the 250% rate. It is expressly agreed that water consumption in excess of maximum GPD set forth in paragraph A.3 which is occasioned by drought or other dry conditions shall not be considered to be caused by catastrophe or other act of God and shall be subject to the two hundred fifty percent (250%) rate as set forth above.

b. To pay the Town, not later than the thirtieth (30th) calendar day after receipt of the itemized statement, for the Town's reasonable costs directly attributable to extending its water main to the point of delivery. These costs shall include, but not be limited to, all engineering, easement acquisition, construction, materials, labor, and inspection costs.

3. Moratorium on New Connections.

If the average daily water consumption within the service area shall exceed in any year, the maximum GPD set forth in paragraph A.3. for that year, the PSA agrees to provide a moratorium against new connections within such service area to its system until such time as the water consumption for any subsequent year is equal to or less than that set forth in paragraph A.3 for such subsequent year or until this Agreement is amended.

4. Metering Equipment

To furnish, install, operate, and maintain at the point of delivery the necessary metering equipment, including a meter house and/or pit, meter stub-out, and required devices of standard type for properly measuring the quantity of water delivered to the PSA and to calibrate such metering equipment whenever requested by the Town but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period of time, the amount of water furnished during such period shall be deemed to be

the same amount of water delivered in the billing period immediately prior to the failure, unless Town and PSA shall agree upon a different amount. The Town shall read the metering equipment before the last day of each month. An appropriate official of the PSA shall have access, at all reasonable times, to the meter for the purpose of verifying its readings.

The size of meter for each service line shall be determined by the Town on the basis of projected amount of water needs for that service area for a period of five (5) years. At the time a larger meter is needed, the PSA shall furnish a meter which is acceptable to the Town which the Town shall install at PSA's expense and return the replaced meter to the PSA. PSA will install check valves on the downstream side of such meters.

5. Acquisition of Land for Housing Metering Equipment, and/or Pit

The PSA shall acquire any and all land necessary for housing of the metering equipment, meter house and/or pit and shall execute all easements and agreements necessary for the Town to effectuate this Contract.

6. Storage and Distribution Facilities

a. The PSA shall be responsible for the acquisition, construction, maintenance, and operation of all downstream facilities from the point of delivery, including all water storage and distribution facilities required for water service to the service area.

b. PSA agrees to construct and operate storage facilities with a minimum capacity of water sufficient to supply the service area for 48 hours, based on current average daily usage. The PSA shall update this figure on an annual basis, and shall add storage capacity if required to meet this minimum standard.

c. PSA agrees to construct and operate a storage and distribution system capable of providing fire protection to the service area, per the standards set forth by the Virginia Department of Health.

7. Service Area

The PSA agrees that it will not resell any water it purchases from the Town under this Contract outside of the service area delineated on the map described in B.

C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE Town AND THE PSA AS FOLLOWS:

1. Effective Date/ Term of Contract

This Contract shall take effect February 15, 2002. This Contract shall expire **December 31, 2042**. The contract may be renewed or extended for such term or terms as maybe agreed upon by the Town and PSA.

2. Modifications of Contract

The provisions of this Contract may be modified or altered by written mutual agreement of the parties and the Water Authority.

3. Regulatory Agencies

That this Contract is subject to such rules, regulations, or laws as may be promulgated by Blacksburg-Christiansburg-V.P.I. Water Authority, State or Federal Government agencies or authorities.

4. Termination of Contract

a. In the event of violation of the tenns of this Contract, written notice of such violation shall be given the violating party. If such violation is not corrected within thirty (30) days of such notification, the Contract may be tenninated upon written notice to the violating party at least thirty (30) days prior to the date oftennination.

b. The Town may tenninate this Contract if the PSA negotiates a higher maximum gallons per day quantity of potable water from Alliant Techsystems, Inc., or its successor, without the prior amendment of this Agreement.

c. The Town is also authorized to terminate this Contract under this provision if the PSA purchases a greater quantity of water for the Service Area than the maximum gallons per day established by paragraph A.(4) of this agreement on a sustained basis. A "sustained basis" shall be a period of nine consecutive months or any nine months within a twelve consecutive month period. Before tenninating the agreement under this paragraph C.(4)(c), the Town will provide the PSA

written notice of its intention, and an opportunity to cure the violation for a period of ninety days.

c. The Contract may be terminated, prior to its stated expiration date, by the mutual consent of both parties upon ninety (90) days written notice.

5. Service Area Land Use and Development Representations

Town is entering into this Contract in reliance upon certain representations, made by the Montgomery County Board of Supervisors, with respect to the potential development pattern of the service area. contained in a document entitled, "Price's Fork Area Residential Build Out," prepared by the Montgomery County Department of Planning and Inspections, dated October, 2000, attached hereto as Exhibit C. In addition, the Town is relying upon the Montgomery County Comprehensive Plan. This Contract is signed by the chair person of the Montgomery County Board of Supervisors, on behalf of the Board of Supervisors, after being duly authorized to do so by resolution adopted in open session during a meeting of the Board on **February 11, 2002.** to confirm the Board's intention to follow its Comprehensive Plan when making land use decisions affecting the Service Area. The Board reserves to itself its legislative discretion to amend the Comprehensive Plan from time to time. The Town will have an opportunity to comment on any Comprehensive Plan amendment that the Board may consider, prior to Board action on the amendment. The Board is committed to using the Comprehensive Plan as a guide for the development of the Service Area.

6. In the event that any section, paragraph, sentence clause, or word of this Contract is declared by any Court of competent jurisdiction, to be unlawful, invalid or beyond the powers of either of the parties hereto, the remaining provisions of this Contract shall remain in full force and effect.

7. In the event of any occurrence rendering the PSA incapable of performing under this Contract, any successor of the PSA, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the PSA hereunder.

8. In the event that the PSA becomes a member of the Blacksburg-Christiansburg- V.P .1. Water Authority, this Contract shall be voidable at the option of either party hereto upon thirty (30) days written notice to the other party.

9. This Contract is contingent upon the approval of the Blacksburg-Christiansburg- V .P .1. Water

Authority, pursuant to section 3.2 of the Agreement dated March 1, 1977 by and between the Blacksburg-Christiansburg-V.P.1. Water Authority, the Town of Blacks burg, and the Town of Christians burg, and the Board of Visitors of Virginia Polytechnic Institute and State University.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in three (3) counterparts, each of which shall constitute an original.

TOWN OF BLACKSBURG, VIRGINIA

By: (S) Roger E. Hedgepeth
Roger E. Hedgepeth, Mayor

ATTEST:

(S) Donna Boone-Caldwell
Town Clerk

MONTGOMERY COUNTY PUBLIC
SERVICE AUTHORITY

By: (S) James D. Politis
James Politis, Chair

ATTEST:

(S) Mary W. Biggs
Secretary

MONTGOMERY COUNTY
BOARD OF SUPERVISORS

By: (S) Mary Biggs
Mary Biggs, Chair

ATTEST:

(S) Jeffrey D. Johnson
County Administrator

The vote on the foregoing resolution was as follows:

AYE

John A. Muffo
Larry N. Rush
James D. Politis
Gary D. Creed

NAY

None

C.P. Shorter
Annette S. Perkins
Mary W. Biggs

INTO WORK SESSION

On a motion by Annette S. Perkins, seconded by James D. Politis and carried unanimously,

BE IT RESOLVED, The Board of Supervisors hereby enters into Work Session for the purpose of discussing the following:

1. Budget Status

The vote on the foregoing motion was as follows:

<u>AYE</u>	<u>NAY</u>
John A. Muffo	None
Larry N. Rush	
James D. Politis	
Gary D. Creed	
C.P. Shorter	
Annette S. Perkins	
Mary W. Biggs	

OUT OF WORK SESSION

On a motion by C. P. Shorter, seconded by Larry N. Rush and carried unanimously,

BE IT RESOLVED, The Board of Supervisors ends their Work Session to return to Regular Session. The vote was as follows:

<u>AYE</u>	<u>NAY</u>
C. P. Shorter	None
Annette S. Perkins	
John A. Muffo	
Larry N. Rush	
James D. Politis	
Gary D. Creed	

COUNTY ATTORNEY'S REPORT

IDA Bond Issuance At the next meeting of the Industrial Development Authority (IDA) a resolution will be proposed to authorize issuance of up to \$5 million revenue bond for Warm Hearth (Showalter Center) to refund outstanding revenue bonds and for repair and maintenance and equipment changes. The proposed resolution will be on the Board of Supervisors agenda following approval by the IDA.

COUNTY ADMINISTRATOR'S REPORT

Noise at Corning At the Board's January 28, 2002 meeting, W. P. Turpin addressed the Board about excessive noise coming from Corning and asked for the Board's help in resolving the problem. Staff has communicated with Mr. T. J. Cox at Corning and Mr. Cox has volunteered to provide a written chronology of action taken by Corning over the past year in an effort to pinpoint the problem. This information will be forwarded to Board members.

BOARD MEMBERS' REPORTS

Supervisor Rush-SUP's for Private Garages on Consent Agenda Supervisor Rush asked that resolutions approving special use permits for private garages over 850 square feet be placed on the Consent Agenda. By consensus of the Board, all future requests for special use permits for private garages over 850 square feet will be placed on the Consent Agenda for approval.

Parks and Recreation-Road going to Frog Pond Supervisor Rush reported the Parks and Recreation Commission is concerned about the road leading into the Frog Pond being completed prior to the Frog Pond opening in May. Staff was asked to contact the Virginia Department of Transportation and request the status of road construction in this area.

Supervisor Muffo-Legislative Day Supervisor Muffo reported a spirit of cooperation, with the General Assembly Delegates working together with the County and the two Towns.

Price's Fork Elementary The principal at Price's Fork Elementary is happy with the traffic situation at the school since the Sheriff's Department has assigned a Deputy to the area.

Supervisor Shorter-E-911 House Numbers Supervisors Shorter thanked the Public Information Officer for getting out information to the citizens about the need to display house numbers to help fire/rescue personnel identify addresses when answering emergency calls.

Speed Study on Norris Run Road In response to a request from the Board of Supervisors for the Department of Transportation (VDoT) to conduct a speed study on Norris Run Road, VDoT said said they do not post speed limits on stone stabilized roads. Supervisor Shorter asked that VDoT be requested to do a speed study on the portion of the road that is paved.

Kipps Farms development-sewer lines Supervisor Shorter asked if there was anything the Board of Supervisors could do to move this along, or whether the Board should get involved. Staff was asked to contact the Town of Blacksburg (Kipps Farms is in the town limits) and find out if this is something the Utilities Committee needs to discuss.

Supervisor Biggs-New River Community College The New River Community College has asked for a letter of support from the Board of Supervisors to our legislators for the budgetary needs of the New River Community College and the Virginia Community College System. It was the consensus of the Board that a letter of support be sent to our State Senator and State Delegates.

Board Retreat By consensus of the Board, a Retreat was scheduled for Friday, March 1, 2002 at 6:30 p.m. and Saturday, March 2, 2002 from 9:00 a.m. to 2:00 p.m. The March 1st Retreat will be held at the Farmhouse Restaurant and the March 2nd Retreat will be held at the Montgomery County Government Center.

League of Women Voters The League of Women Voters has invited the Board of Supervisors to a breakfast on February 21, 2002 at 7:00 a.m. at the Red Lion Inn in Blacksburg. In addition to the Chair, Supervisors Rush, Muffo and Perkins plan to attend.

County/School Liaison The Chair asked that the subject of the Schools responding to the Planning Department when inquiries are made on the effect a requested rezoning will have on the school system be placed on the agenda for the next County/School Liaison meeting.

Resolutions for Joe C. Stewart The Chair extended an invitation for Board members to be present when the Board's resolution of appreciation is presented to former Board member Joe C. Stewart. A resolution of appreciation will also be presented by the PSA.

INTO CLOSED MEETING

On a motion by C. P. Shorter, seconded by Larry N. Rush and carried unanimously,

BE IT RESOLVED, The Board of Supervisors hereby enters into Closed Meeting for the purpose of discussing the following:

- Section 2.1-3711 (1) Discussion, Consideration or Interviews of Prospective Candidates for Employment; Assignment, Appointment, Promotion, Performance, Demotion, Salaries, Disciplining or Resignation of Specific Public Officers, Appointees or Employees

of any Public Body

1. Industrial Development Authority
2. Office on Youth Advisory Board

The vote on the foregoing motion was as follows:

AYE

C. P. Shorter
Annette S. Perkins
John A. Muffo
Larry N. Rush
James D. Politis
Gary D. Creed
Mary W. Biggs

NAY

None

OUT OF CLOSED MEETING

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously,

BE IT RESOLVED, The Board of Supervisors hereby ends their Closed Meeting to return to Regular Session. The vote was as follows:

AYE

C. P. Shorter
Annette S. Perkins
John A. Muffo
Larry N. Rush
James D. Politis
Gary D. Creed
Mary W. Biggs

NAY

None

CERTIFICATION OF CLOSED MEETING

On a motion by Larry N. Rush, seconded by James D. Politis and carried unanimously,

WHEREAS, The Board of Supervisors of Montgomery County has convened a Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia

Freedom of Information Act; and

WHEREAS, Section 2.2-3711 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 of Supervisors of Montgomery County, Virginia 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 meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion conveying the closed meeting were heard, discussed or considered by the Board.

VOTE

YES

C. P. Shorter
Annette S. Perkins
John A. Muffo
Larry N. Rush
James D. Politis
Gary D. Creed
Mary W. Biggs

NAYS

None

ABSENT DURING VOTE

None

ABSENT DURING MEETING

None

APPOINTMENTS

Industrial Development Authority

On a motion by Larry N. Rush, seconded by C. P. Shorter and carried unanimously,

BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia hereby reappoints **James A. Mattox** to the Industrial Development Authority effective February 12, 2002 and expiring February 11, 2006.

The vote on the foregoing resolution was as follows:

AYE

C. P. Shorter

Annette S. Perkins

John A. Muffo

Larry N. Rush

James D. Politis

Gary D. Creed

Mary W. Biggs

NAY

None

Office on Youth Advisory Board

On a motion by Larry N. Rush, seconded by Gary D. Creed and carried unanimously,

BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia hereby reappoints **Robert E. Anderson** to the Office on Youth Advisory Board effective February 12, 2002 and expiring February 11, 2005.

The vote on the foregoing resolution was as follows:

AYE

C. P. Shorter

Annette S. Perkins

John A. Muffo

Larry N. Rush

James D. Politis

Gary D. Creed

Mary W. Biggs

NAY

None

ADJOURNMENT

On a motion by C. P. Shorter, seconded by Larry N. Rush and carried unanimously, the Board adjourned to Monday, February 25, 2002 at 7:15 p.m. The vote was as follows:

AYE

C. P. Shorter

Annette S. Perkins

John A. Muffo

Larry N. Rush

James D. Politis

Gary D. Creed

Mary W. Biggs

NAY

None

The meeting adjourned at 10:15 p.m.