V I R G I N I A:

At a meeting of the Washington County Board of Supervisors held Thursday, April 30, 1992, at 7:00 p.m., at the County Administration Building in Abingdon, Virginia, the following were present:

PRESENT:

Joe W. Derting, Chairman
James T. Osborne, Vice Chairman
Kenneth G. Mathews
James P. Litton
Maurice H. Parris
Jackson Barker, Jr.
Cecil K. Simcox

Bruce E. Bentley, County Administrator
Cliff Walsh, County Attorney
Mark W. Seamon, Director of Accounting
Sandra M. Hatfield, CPS

****

1. Call to Order

The meeting was called to order by Mr. Joe W. Derting, Chairman of the Board.

****

2. Invocation and Pledge of Allegiance - Mr. James T. Osborne

Mr. James T. Osborne called upon those in attendance to participate in the Invocation of The Lord's Prayer after which he led in the Pledge to the Flag.

****

3. Approval of Agenda

On motion of Mr. Parris, second by Mr. Osborne, it was resolved to approve the amended agenda to include the following addition to Executive Session:

Section 2.1-344(a)(6) to discuss investing public funds where competition is involved and where if made public at this point the financial interest of the County would be adversely affected (specifically investing public funds and competing to induce local industrial expansion of a specific industry).

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

4. Approval of Minutes:

The following action was taken on Minutes:

:: Recessed Meeting of April 9, 1992

On motion of Mr. Mathews, second by Mr. Simcox, it was resolved to approve the minutes of April 9, 1992, as presented.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

*****

:: Regular Meeting of April 13, 1992

On motion of Mr. Parris, second by Mr. Osborne, it was resolved to approve the minutes of April 13, 1992, which were amended as follows:

Page 6023, Item No. 14 Continued, Paragraph 1:

On motion of Mr. Osborne, second by Mr. Mathews, it was resolved to submit an application for Revenue Sharing Funds for the following projects:

Emory & Henry Crossing	$ 43,000.00	$ 21,500.00
Wallace Crossing	63,625.00	31,812.50
Emory St. Rt. 609 Crossing	63,625.00	31,812.50
Maple Street Crossing	63,625.00	31,812.50
Big M Crossing	63,625.00	31,812.50
Meadowview Square	50,000.00	25,000.00

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

*****

:: Recessed Meeting of April 16, 1992

On motion of Mr. Osborne, second by Mr. Mathews, it was resolved to approve the minutes of April 16, 1992, as written.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

*****

:: Recessed Meeting of April 20, 1992

On motion of Mr. Litton, second by Mr. Parris, it was resolved to approve the minutes of April 20, 1992, as written.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

5. Citizen Comments

At this time, Mr. Derting invited comments from citizens in the audience on items that do not appear on the agenda.

Mr. Derting recognized Abingdon High School students who were in attendance as part of their government class assignment. There were approximately 14 students.

Joe Johnson, member of the General Assembly representing Washington County, addressed the Supervisors with the following requests:

Mr. Johnson reported an Eagle Scout, Josh Campbell, is working to earn a merit badge and desires to place a flag at the Washington County Park as his project. Mr. Johnson stated he donated the American flag to Mr. Campbell and requested the Board of Supervisors to assist Mr. Campbell in his project by purchasing the flag pole.

Mr. Johnson encouraged the Board of Supervisors to meet at an informal dinner with the Bristol City Council to discuss matters of mutual concern. He offered to host the dinner along with Senator Wampler, at no cost to the County, at Camp Waldo Miles, at a date and time that is

mutually acceptable. He emphasized the importance of the two jurisdictions working together on projects that will benefit both communities.

Mr. Johnson gave a brief review of legislative activities for the 1992 Session of the General Assembly. He stated at a later date he will appear before the Board of Supervisors to give a comprehensive report on legislation when it is finalized..

On motion of Mr. Litton, second by Mr. Osborne, it was resolved to appropriate $200.00 for the purchase of a flag pole for Josh Campbell, and further that the funds should come from reserves for contingency.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

On motion of Mr. Osborne, second by Mr. Mathews, it was resolved to meet with Bristol Virginia City Council at a date and time to be arranged by the County Administrator and City Manager.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

*****

Patrick Mannix address the Board of Supervisors commenting on unconfirmed reports that Bristol Virginia is breaking their agreement with Washington County on the E911 system.

Mr. Mannix commented on the Virginia Highlands Airport expansion project raising questions over: the Certificate of Occupancy which was not issued until after the terminal was occupied; enforcement of zoning requirements for the permitting of an Airport; the need for a special use permit in a M-1 zone; the conditions for their grant funding; and, the position of the Virginia Highlands Airport Commission with regard to his questions.

Mr. Derting requested that Mr. Mannix direct these questions to the County Administrator for a response.

****

:: Mr. Litton's Report and Comments

Mr. Litton did not have a report to give and stated he may have comments to make later in the meeting.

****

6. Review of Special Use Permit, Bobby Lilly

Mr. Bentley presented background information surrounding the Board's approval of a special use permit issued to Bobby Lilly on October 31, 1991 which stipulated (1) No roads or mobile homes are to be located within 500' of Oak Hill Subdivision; (2) the four mobile homes are not to be rented and are to be occupied by family members only. He stated the special use permit is presented for review because of reports that there are violations of the restrictions.

Mrs. Cathie Freeman, County Planner, provided information concerning complaints over the use of Lot 25, owned by Mrs. Bessie Lilly, for a right-of-way onto the Bobby Lilly property, and her action to place a stop work order on further development of the property until the Board of Supervisors reviewed Mr. Lilly's special use permit.

Mr. Lilly provided the Board of Supervisors with a map with approximate locations of trailers and his intended access road through Lot No. 25.

Mr. Litton asked Mr. Lilly if he intends to use the right-of-way on Lot 25. Mr. Lilly affirmed his intent stating it is his only access to the property.

Mr. Simcox addressed Mr. Lilly reviewing the Board of Supervisors action to approve the special use permit on October 31, 1991, and confronted him with violating the conditions of the special use permit.

On motion of Mr. Simcox, second by Mr. Barker, it was resolved to withdraw the special use permit issued to Mr. Bobby Lilly effective immediately.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

7. Report on Washington County Soil Survey (Danny R. Hatch, VA Tech-Washington County Soil Survey Team)

Mr. Danny R. Hatch, Party Leader, Washington County Soil Survey, appeared before the Board of Supervisors to report that the soil inventory of Washington County is concluding and the mapping program and manuscript work will be completed by May 1992. He reported that as of June 1, 1992, the VA Tech-Washington County Soil Survey Team will no longer be in existence.

Mr. Hatch stated that the field work included drilling holes and mapping different soils of over 344,000 acres in Washington County. He encouraged the County to incorporate the results of the survey into their daily practices and put it in their land use planning documents.

Mr. Hatch reported holding two workshops with County government officials and real estate people. He stated he will conduct the last workshop on May 14, 1992 at 7:30 p.m. in the VPI Extension Conference Room. He invited the Supervisors to attend.

In concluding, Mr. Hatch expressed his appreciation to the Board of Supervisors and the staff for their support and cooperation throughout the soil survey program.

****

8. Request for Parade Permit, Virginia Special Olympics - Law Enforcement Torch Run (Major Charles R. Roark, Assistant Chief of Police, City of Bristol

On motion of Mr. Parris, second by Mr. Simcox, it was resolved to approve a parade permit for the Virginia Special Olympics - Law Enforcement Torch Run to be held on Saturday, May 30, 1992 beginning in Bristol, Virginia at 8:00 a.m., following U.S. 11 (Lee Highway) through Washington County, and finishing at the Smyth County Line at approximately 1:00 p.m.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

9. District III Request to Move Operations Into Old DMV Office (Jackson Barker, Jr.)

On motion of Mr. Barker, second by Mr. Mathews, it was resolved to allow District III to relocate their operations from the Elliott Building to the old DMV and Red Cross Offices on the ground level of the Courthouse building.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

10. Recess

On motion of Mr. Parris, second by Mr. Mathews, it was resolved to take a brief recess.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

11. Consideration of Appointment to Virginia Highlands Community College Board, 4 Year Term July 1, 1992 to June 30, 1996

On motion of Mr. Mathews, second by Mr. Parris, it was resolved to nominate Mrs. Harriett DeBose to serve on the Virginia Highlands Community College Board to fill a four year term effective July 1, 1992 to June 30, 1996.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

12. Declare Surplus non-usable Items for Public Auction

On motion of Mr. Osborne, second by Mr. Mathews, it was resolved the following vehicle No. 1 from Social Services be transferred to the County Office and vehicle No. 2 from Social Services be transferred to the School Board:

YEAR	MAKE	MODEL	SERIAL NO.	MILEAGE
1. 1988	Chevrolet	Cavalier	1G1JC5110J165080	44,000
2. 1987	Chevrolet	Caprice	1G1BL51H2H916180	75,000

and further, that the following vehicles be declared surplus and be auctioned off at public sale on May 16, 1992:

1. 1987	Chevrolet	S-10 Pickup	1GCBS14E6H2177327	128,000
2. 1984	Chevrolet	Cavalier	1G1AC69POEJ267647	81,500
3. 1984	Chevrolet	Cavalier	1G1AC69T8EJ269257	86,000

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

On motion of Mr. Osborne, second by Mr. Mathews it was resolved to declare the following items at the Courthouse as surplus and sold at public auction on May 16, 1992:

1. desk typewriter
2. table
3. safe lock file cabinet
4. desk typewriter
5. copier machine
6. record filing cabinet
7. book shelve (8 stacks)
8. 3 small record files
9. 2- 5"x 14" record files
10. 3 drawer & one door file cabinet
11. 27 drawer paper or cardboard file cabinet
12. roll top file
13. 1 - Box adding machine paper
14. Royal typewriter
15. Remington adding machine
16. wooden cabinet 4 door
17. wooden number die press set (Hamilton)
18. Remington adding machine
19. IBM typewriter
20. outside night light
21. Remington typewriter
22. Baking oven Proctor-Silex
23. 3 drawer file cabinet
24. NCR cash register #225
25. 6 drawer metal file cabinet
26. Adler typewriter

and further, that the following items be declared surplus at Buildings and Grounds and sold at public auction on May 16, 1992:

1. 16 hp. Sears Craftsman Riding Mower with 4' scraper blade model #917-25-3725, serial #968-1175
2. Toro 21" mower
3. Sears Craftsman 10" motorized Bandsaw
4. 2 - 36" Ceiling Exhaust fans
5. Craftsman cordless screwdriver
6. 1 - lot 4" corrugated plastic pipe
7. 55 gal condensation tank
8. trampoline
9. 1 - overhead garage door
10. 2 - typewriters (Clerks Office)
11. 1 - green chair
12. 1 - black chair
13. black two wheel cart
14. 2 electrical covers
15. 2 boxes emergency lights
16. 1 box clamps
17. 1 paint stripper
18. 1 door
19. room air cleaner

20. 1 radiator
21. 4 post & 2 metal shelves
22. 1 oil filter
23. Gray metal desk
24. 80 gal electric water heater
25. 1 - switch box
26. 1 - electrical enclosure
27. 1 - lot fiberglass sheeting
28. 6 - steel pots
29. 1 - lot block re-enforcement wire
30. 1 - lot used roof tin
31. 1 - lot metal tubing
32. 2 wooden desks

and further, that the following item be declared surplus at the Treasury Building and sold at public auction on May 16, 1992:

1. Copy machine

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

13. <u>County Administrator Comments:</u>

The following action was taken on County Administrator's comments:

a. <u>Landfill Committee Meeting Time</u>

Mr. Bentley gave a brief verbal report of the Landfill Committee's decision to continue their meetings during daytime hours.

*****

b. <u>Rambo Estates Subdivision</u>

On motion of Mr. Parris, second by Mr. Mathews, it was resolved to authorize a transfer of $4,782.23 from Account 4101-5859 to Account 4101-5856 to fully cover Washington County's portion of the Rambo Estates Subdivision road assessment provided there are available funds for Whitetop View Subdivision road improvements, and further that payment be transmitted to the Virginia Department of Transportation in the amount of $17,282.23.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

*****

c. Communications

The following communications were received:

:: Congressman Rick Boucher supporting William King Regional Arts Center budget request;

:: Susan Clarke Schaar concerning Senate Joint Resolution 124 requesting cities and counties to fly the POW flag;

:: Allen R. Hammer, Department of Health, concerning US Gypsum Company revocation of health permit governing operation of the waterworks system;

:: G. W. Peaks, Department of Health, Office of Water Programs, concerning Preliminary Engineering Report for The Virginian Golf Course and Residential Community in Washington County;

:: M. K. Brittle, Resident Engineer, Department of Transportation concerning speed study on Route 645;

:: Ray D. Pethtel, Commissioner, Department of Transportation, concerning statewide study of maintenance area headquarters organization;

:: Letter to Mr. Herb Denny concerning delinquent landfill fees and further use of landfill;

:: Letter to Mr. Cleon Ward responding to complaint of littering on Route 825;

:: Notification of E-911 Committee Meeting, Wednesday, April 29, 1992, 7:00 p.m., Emergency Operations Center;

:: BEI Defense Systems Co. concerning shipment of material being held at Washington County Landfill and disposition of same;

:: Betsy K. White, Director, William King Regional Arts Center, concerning Arts Center activities;

:: Virginia Association of Counties Alert concerning SB 212.

*****

d. Reminders of meetings were received.

****

14. County Attorney's Reports

The following action was taken on County Attorney reports:

a. Draft RFP - E-911 Equipment

On motion of Mr. Osborne, second by Mr. Barker, it was resolved to advertise for proposals for E-911 PSAP equipment.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

Mr. Bentley reported Mr. Walsh received a response from the Attorney General's Office to the question of whether a locality may recover costs for the purchase, installation and maintenance of street signs to implement an enhanced 911 emergency telephone system through the special tax on telephone consumers authorized by Section 58.1-3813 of the Code of Virginia. He stated the Attorney General Office has provided an Opinion that the County may purchase and erect signs with E911 tax money.

*****

b. Authorization to Advertise Proposed Amendment to County Solid Waste Ordinance

On motion of Mr. Barker, second by Mr. Osborne, it was resolved to advertise proposed amendment to County Solid Waste Ordinance for public hearing.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

c. Cafeteria Plan

On motion of Mr. Mathews, second by Mr. Osborne, it was resolved to adopt Section 125 Flexible Fringe Benefit Plan for employees of Washington County as follows:

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I: PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II: DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01	Administrator	The Employer unless another has been designat ed in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA.
2.02	Beneficiary	Any person or persons designated by a partici pating Employee to receive any benefit payable under the Plan on account of the Employee's death.
2.03	Code	Internal Revenue Code of 1986, as amended.
2.04	Dependent	A Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152.
2.05	Effective Date	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	Elective	The amount the Participant Contributions authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	Eligible Employee	Employee meeting the eligibility require

ments for Plan participation as shown in Item C of the Adoption Agreement.

2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	As shown in Item A of the Adoption Agreement.
2.10	Employer	Amounts that have not been Contributions actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participant in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended.
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Plan Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Highly Compensated Employee	An Employee who at any time during Participant the Plan Year or preceding Plan Year (1) was a 5% owner; (2) earned more than $75,000 annually; (3) was a Company officer and earning more than $45,000; (4) earned more than $50,000 annually and was a member of the top-paid group during the same year; or (5) was a spouse or dependent of an individual described in 1 through 4. The Secretary of the Treasury shall adjust the $75,000 and $50,000 amounts at the same time and in the same manner as under Code Section 405(d).
2.15	Insurer	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.16	Key Employee	A Participant who is an officer of the Employer and has at least $45,000 annual compensation from the Employer, or such other amount as is prescribed by the Secretary of the Treasury from time to time, pursuant to Code Section 415(d)(1)(B) or is a 5% owner, or a 1% owner

with compensation from the Employer in excess of $150,000; provided, however, that no more than 50 Employees, or if the number of Employees is less than 500, the greater of three or 10% of the Employees shall be treated as officers.

2.17 Non-Elective A contribution amount made Contribution avail able by the Employer for the purchase of benefits elected by the Participant.

2.18 Participant An Employee who has qualified for Plan partic ipation as provided in Item C of the Adoption Agreement.

2.19 Plan The Plan referred to in Item A of the Adop tion Agreement as may be amended from time to time.

2.20 Plan Year The Plan Year will be specified in Item D of the Adoption Agreement.

2.21 Policy An insurance policy issued as a part of this Plan.

2.22 Reimbursement The person designated by the Recordkeeper Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan.

SECTION III: ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the entry date specified or the effective date of the Plan, whichever is later.

The Employer must notify the Employee of his eligibility to participate in the Plan so that the Employee shall complete the necessary enrollment forms on or before the entry date.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to

the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in family status or other allowable events as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
b. The date the Participant ceases to work for the Employer as an eligible Employee; or
c. The date of termination of the Plan; or

d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE. At the employer's option an employ ee's participation in the plan may be terminated at the occurrence of any of the events enumerated in Section 3.03; at the employer's option, despite the occurrence of any of the events enumerated in Section 3.03, an employee's participation in the plan may be continued through the end of the plan year in which the event occurred.

If the Employer permits an Employee who separates from the employment service of the Employer during a Plan Year to revoke his existing elections and terminate the receipt of benefits for the remaining portion of the Plan Year. The Employee may be prohibited, if he should return to the employe of the Employer, from making new benefit elections for the remaining portion of such Plan Year.

SECTION IV: CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer will pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 CHANGE OR DISCONTINUANCE OF PARTICIPANT CONTRIBUTIONS:

A Participant may not revise the rate of his Elective Contributions or discontinue making Elective Contributions except as follows:

a. The Participants may file a written election form with the Administrator on or before the end of any Plan Year revising the rate of their contributions or discontinuing such contributions effective as of the first day of the next following Plan Year.
b. The Participant may file a written election form with the Administrator to revoke any prior election and to make a new election with respect to the remaining portion of a Plan Year on account of and consistent with a change in family status or other change defined by Section 125 of the Internal Revenue Code and the regulations thereunder.

4.03 INSURANCE PREMIUMS: Should the amount of premiums for any Policy of a Participant change during the Plan Year, the Employer will automatically decrease or increase the Non-Elective Contribution of the Participant, within the maximum contribution limits, in the amount necessary to cover the changed premiums without further action by the Participant. If the coverage under the health plan provided by an independent, third-party provider is significantly curtailed or ceases during a period of coverage, the Committee may, on a reasonable and consistent basis, permit all affected Participants to revoke their elections with respect to the health plan and, in lieu thereof, to receive on a prospective basis coverage under another health plan with similar coverage that is provided under the Plan.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

SECTION V: GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Item C.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(2), and F(3) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement or such policy as the Board of Supervisors may select to replace the Group Hospital and Surgery Insurance policy identified in Item F(1) of the Adoption Agreement.

COBRA: To the extent required by Section 162(k) of the Code and Sections 601 through 607 of ERISA, Participants and Depen dents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage.

5.05 SECTION 105 AND 106 PLAN: It is the intention of the Employ er that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.06 CONTRIBUTIONS: Contributions for these benefits may be pro vided by the Employer on behalf of a Participant or may be provided by the participant on the participant's own behalf as provided for in Item E of the Adoption Agreement.

SECTION VI: DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designat ed to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit may be provid ed by the Employer on behalf of a Participant or may be provided by the participant on his own behalf as provided for in Item E of the Adoption Agreement.

SECTION VII: GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit may be provid ed by the Employer on behalf of a Participant or by the participant on his own behalf as provided for in Item E of the Adoption Agreement.

Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII: MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item C of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall estab lish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and

decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the sixtieth (60th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XI.

d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets or from contributions from the participant to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments become due and payable under this Medical Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain the property of the Employer. A Participant who terminates employment with the Employer during a Plan Year shall be entitled to reimbursement for Eligible Medical Expenses incurred during the remainder of the Plan Year as long as the Participant continues Plan participation during the remainder of the Plan Year.

f. COBRA. To the extent required by Section 162(k) of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Medical Expense Reimbursement Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of desired reimbursement

during the period that such individual is entitled to elect continuation coverage.

g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

8.04 ELIGIBLE MEDICAL EXPENSES: The phrase "Eligible Medical Expense" means any expense incurred by a Participant or any of his Dependents during a Plan Year that (i) qualifies as a medical care expense under Code Section 213 and meets the requirements outlined in Section 125 and its regulations, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been, and will not be paid or reimbursed by any other insurance plan, through damages, from any other source; provided, however, that no medical care expense shall be reimbursed unless the treatment giving rise to the expense is prescribed by a licensed practitioner of the healing arts in the State in which the treatment is provided. In addition, a medical care expense incurred by a Participant or the Participant's Dependent(s) prior to the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall not constitute an Eligible Medical Expense.

SECTION IX: DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item C of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the lesser of:

(i) the earned income of the Participant (or in the case of a married Participant, the earned income of the Participant's spouse, if less); or

(ii) $5,000 (2,500 for married Participants who file a separate return). Two Participants who are married to each other shall together be subject to the $5,000 benefit maximum of Section 9.03(b)(ii).

For purpose of this Section IX, the phrase "earned income" shall mean (i) wages, salaries, tips and any other compensation for services as an employee and (ii) net earnings from self-employment. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $200 per month in the case of one Dependent and $400 per month in the case of two or more Dependents.

c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the sixtieth (60th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XI.

d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets or by contributions from the employee to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain the property of the Employer. A Participant who terminates employment with the Employer during a Plan Year shall be entitled to reimbursement for Eligible Dependent Care Expenses incurred

during the remainder of the Plan Year provided the participant's contributions are adequate to fund the requested reimbursements.

f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees who are officers, owners or highly compensated (highly compensated as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

a. "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's dependent child who is under the age of 13 and with respect to whom the Participant is entitled to an exemption under Section 151(c) of the Code; or

(ii) a dependent or the spouse of a Participant who is physically or mentally incapable of caring for himself. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienical or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);

(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and

(iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;

(ii) paid or payable to a Dependent Care Service Provider; and

(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a dependent child under the age of 13, or (ii) regularly spends at least eight hours each day in the Participant's household. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or

(ii) a person who provides care or other services described in Section 9.04(a) and who is not a related individual described in Section 129(c) of the Code.

SECTION X: AMENDMENT AND TERMINATION

10.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

10.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XI: ADMINISTRATION

11.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

11.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper's compensation for its services as shall be agreed upon and set in a separate agreement between the Administrator and the Recordkeeper.

11.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration, interpreta tion and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

b. Recordkeeping. The Administrator shall, with the assistance of the Recordkeeper, keep full and complete records of the administration of the Plan. The Plan Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

11.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administra tor shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

11.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements,

the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

11.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities. Actions taken by an authorized delegate shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

11.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

11.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

11.09 CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this plan.

a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 11.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing

the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

11.10 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefore, and such payment so made shall be in complete discharge of the liabilities of the Plan

therefor and the obligations of the Administrator and the Employer.

SECTION XII: MISCELLANEOUS PROVISIONS

12.01 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

12.02 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

12.03 CONSTRUCTION:

a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

12.04 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees.

12.05 ERISA: The Plan shall be construed, enforced, and administered and the validity determined in accordance with the Employee Retirement Income Security Act of 1974, (ERISA, as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

*****

CONSIDERATION OF APPOINTMENT TO BOARD OF ZONING APPEALS

On motion of Mr. Parris, second by Mr. Litton, it was resolved to contact Mr. Barry Proctor to see if he is willing to serve on the Board of Zoning Appeals, and further, submit the names of Barry Proctor, W. D. Young, Jr. and Bob Vinyard to Judge Charles Smith for consideration and appointment to the Board of Zoning Appeals providing Mr. Proctor agrees to serve.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

*****

REQUEST FOR EVALUATION:

On motion of Mr. Barker, second by Mr. Simcox, it was resolved to evaluate the County Attorney in Executive Session on May 11, 1992.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

****

15. Consent Agenda:

There were no consent agenda items.

****

16. Board Member Reports

The following Reports were given by Board Members:

Mr. Barker reported he will be having an organization meeting for the petition drive to elect school board members.

Mr. Barker commented the Planning Commission did not act on reducing the acreage requirement for setting mobile homes at their meeting on Tuesday, April 28, 1992 and expressed concern that Washington County is losing resources when people move elsewhere. He expressed his view that the acreage requirement is too high for setting trailers on land.

*****

Mr. Parris prefaced a motion by stating his desire to change his vote on a motion made December 23, 1991 wherein it was resolved by a 4-3 vote "to forward a request to the Sheriff-Elect's Office requesting an investigation

of Mr. Patrick Mannix' complaints against the Sheriff's Department and Commonwealth Attorney's Office."

A discussion followed Mr. Parris' motion, second by Mr. Simcox, to rescind the action of December 23, 1991 related to the Mr. Mannix' complaints against the Sheriff's Department and Commonwealth Attorney's Office. Mr. Mathews expressed his desire to delay action until the County Attorney is present. Mr. Parris withdrew his motion until May 11, 1992 and requested this matter be placed on the agenda and acted upon as per the recommendation of the County Attorney.

*****

Mr. Mathews gave a verbal report on HB 1073 which allows landfills to be closed under federal rules.

****

17. Executive Session pursuant to Section 2.1-344(a)(6) of the 1950 Code of Virginia, as amended, in order to discuss investing where competition or bargaining is involved, where if made known initially the financial interest of the County could be adversely affected; and Section 2.1-344(a)(3) of the 1950 Code of Virginia, as amended, in order to discuss the acquisition or use of real property for a public purpose, specifically location of an in-County Transfer Station for an out-County receptor for solid waste and selection/negotiation for transportation and disposal of solid waste.

On motion of Mr. Barker, second by Mr. Osborne, it was resolved to go into Executive Session pursuant to Section 2.1-344(a)(6) of the 1950 Code of Virginia, as amended, in order to discuss investing where competition or bargaining is involved, where if made known initially the financial interest of the County could be adversely affected; and Section 2.1-344(a)(3) of the 1950 Code of Virginia, as amended, in order to discuss the acquisition or use of real property for a public purpose, specifically location of an in-County Transfer Station for an out-County receptor for solid waste and selection/negotiation for transportation and disposal of solid waste.

The vote on this motion was as follows (7-0):

Mr. Mathews	Aye	Mr. Litton	Aye	Mr. Derting	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Barker	Aye
Mr. Simcox	Aye				

As the Supervisors were leaving the meeting room, Mr. Mannix asked if the Supervisors would allow the Airport to operate. Mr. Parris responded that the Airport is a grandfathered use.

At 9:00 p.m. Mr. Ken Mathews came out of executive session and left the meeting stating for the record he does not agree with Mr. Canter sitting in on executive session.

On motion of Mr. Barker, second by Mr. Simcox, it was resolved to come out of executive session and proceed with business at hand in public.

The vote on this motion was as follows (6-0):

Mr. Litton	Aye	Mr. Derting	Aye	Mr. Barker	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Simcox	Aye

On motion of Mr. Barker, second by Mr. Parris, it was resolved to adopt the following resolution.

WHEREAS, the Washington County Board of Supervisors has convened an executive 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, 2.1-344.1 of the Code of Virginia requires a certification by the Washington County Board of Supervisors that such executive meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Washington County 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 executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion of convening the execu
tive meeting were heard, discussed or considered by the Washington County Board of Supervisors.

The vote on this motion was as follows (6-0):

Mr. Litton	Aye	Mr. Derting	Aye	Mr. Barker	Aye
Mr. Osborne	Aye	Mr. Parris	Aye	Mr. Simcox	Aye

****

18. <u>Recess to Monday, May 4, 1992 for purpose of continuing budget work sessions</u>

On motion of Mr. Parris, second by Mr. Simcox, it was resolved to recess the meeting to Monday, May 4, 1992 for the purpose of continuing budget work sessions.

The vote on this motion was as follows (6-0):

Mr. Litton	Aye	Mr. Derting	Aye	Mr. Osborne	Aye
Mr. Parris	Aye	Mr. Barker	Aye	Mr. Simcox	Aye

_____

Joe W. Derting, Chairman