



**TOWN OF ABINGDON, VIRGINIA
WORK SESSION MEETING
MONDAY, JULY 10, 2017 – 5:30 P.M.
DOWNSTAIRS MEETING ROOM, MUNICIPAL BUILDING
WORK SESSION AGENDA**

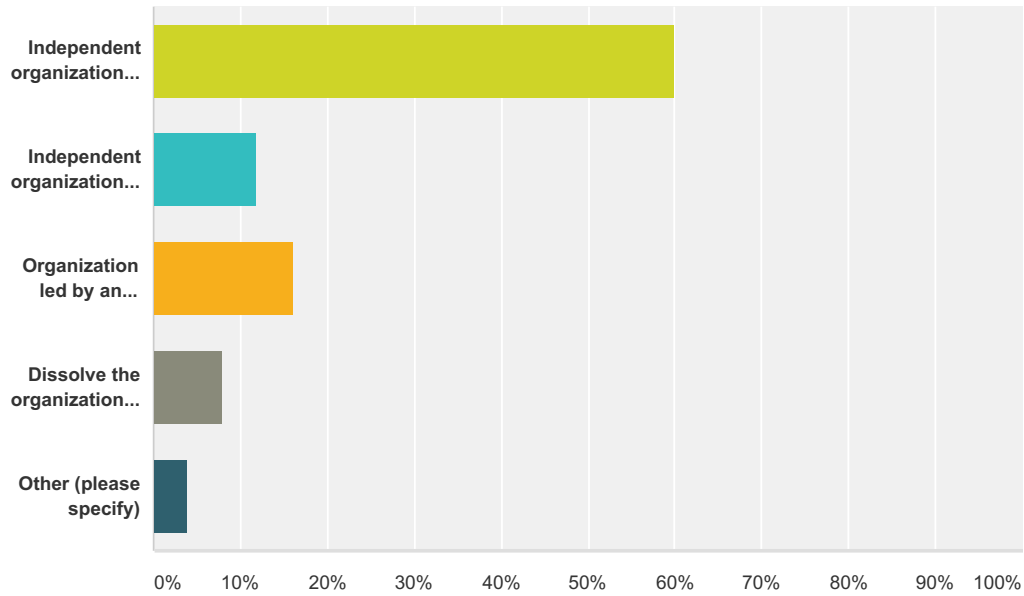
- A. Welcome – *Mayor Lowe*
- B. Roll Call – *Cecile Rosenbaum, Town Clerk*
- C. **New Items for Discussion**
 - 1. Discussion of Agreement with Abingdon Main Street organization – *Cathy Lowe, Mayor and representatives from Abingdon Main Street Board*
 - 2. Consideration of proposed Ordinance to Authorize Participation by the Town of Abingdon, VA in the VACO/VML Virginia Investment Pool for the Purpose of Investing in Accordance with the Code of Virginia, 1950, as amended, Sec. 2.2-4501 et seq. AND Sec. 15.2-1300 – *Greg Kelly, Town Manager*
 - 3. Discussion regarding security measures for Council meetings – *Rick Humphreys, Council Member*
 - 4. Discussion of live streaming of meetings for Planning Commission, HPRB, and BZA – *Cecile Rosenbaum, Asst. Town Manager/Clerk*
 - 5. Review of agenda items for the regular July 10, 2017 meeting – *Greg Kelly, Town Manager*
- D. **Updates on ongoing business**
 - 1. Consideration of amendment of bylaws for Tourism Advisory Committee – *Jayne Duehring, Dir. of Tourism*
 - 2. Discussion regarding comprehensive policy for usage of town owned property, particularly the Abingdon Market Pavilion – *Deb Icenhour, Town Attorney*
 - a. Discussion regarding rules for allowing dogs on the Abingdon Market Pavilion property

1. Update on any town ordinances – ***Deb Icenhour, Town Attorney***
 - Homestay Ordinance – ***Is on regular agenda for public hearing***
 - a. Business License
 - b. Sign
 - c. Tourism Zone
 - d. Fire Prevention/Protection
 - e. Fire Lane Violations
2. Update on RFP for ground penetrating radar at The Meadows – ***Greg Kelly, Town Manager (Councilman Craig requested an update on this matter)***
3. Update on air quality review for the Exit 17 area – ***Greg Kelly, Town Manager (Councilman Craig requested an update on this matter)***
4. Reports on the following town owned properties – ***Cecile Rosenbaum, Assistant Town Manager***
 - a. Breckenridge Cabin – nothing to report
 - b. Fields Penn – nothing to report
 - c. The Meadows House – nothing to report
 - d. Retirement (Muster Grounds) – ***Asbestos mitigation has been completed and town staff is working with contractors for bids on removal of the damaged back section of the house. Staff is also working on bids for painting of the exterior of the house.***

E. Recess to Regular Council meeting in Council Chambers

Q1 What model would you prefer to see for Abingdon Main Street in the future?

Answered: 25 Skipped: 0



Answer Choices	Responses
Independent organization that receives some funding from the Town of Abingdon (current model)	60.00% 15
Independent organization that receives NO funding from the Town of Abingdon	12.00% 3
Organization led by an employee of the Town of Abingdon	16.00% 4
Dissolve the organization and become a department of the Town of Abingdon	8.00% 2
Other (please specify)	4.00% 1
Total	25

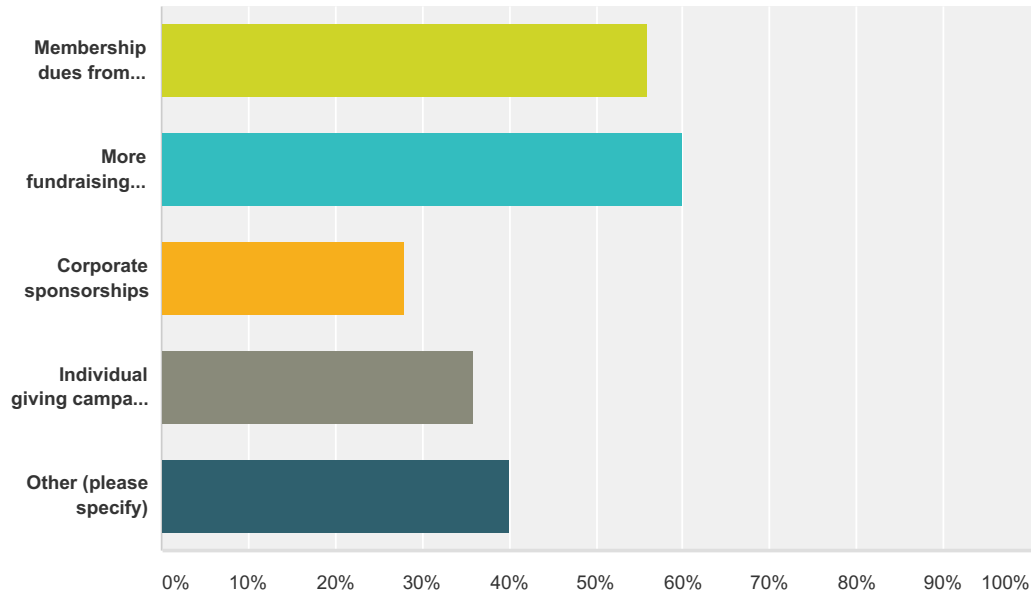
Q2 Why would you prefer to see this model?

Answered: 24 Skipped: 1

Q3 If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Answered: 25 Skipped: 0

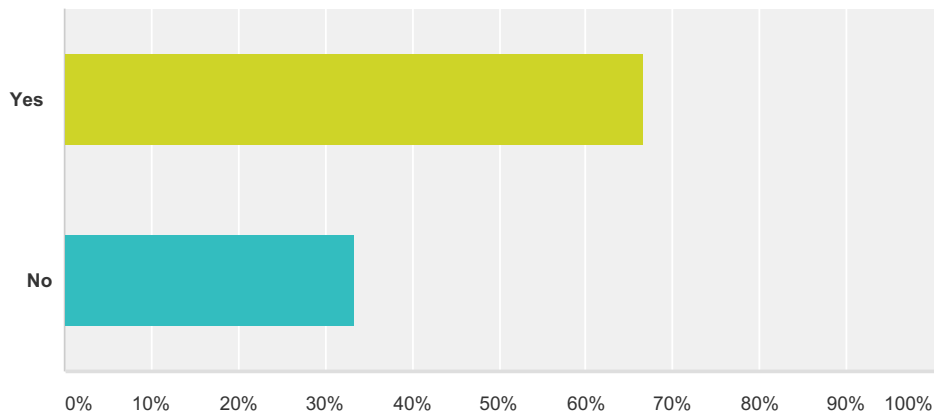
Abingdon Main Street Survey



Answer Choices	Responses
Membership dues from businesses within the downtown footprint	56.00% 14
More fundraising events like Thursday Jams or Main Street Busker Fest	60.00% 15
Corporate sponsorships	28.00% 7
Individual giving campaign from residents or businesses	36.00% 9
Other (please specify)	40.00% 10
Total Respondents: 25	

Q4 Are you willing to join Abingdon Main Street as a volunteer?

Answered: 24 Skipped: 1



Answer Choices	Responses
Yes	66.67% 16
No	33.33% 8

Total	24
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Q5 Do you have another comments you'd like to share?

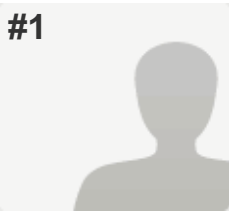
Answered: 13 Skipped: 12

Q6 Contact Information (Optional)

Answered: 12 Skipped: 13

Answer Choices	Responses	
Name	100.00%	12
Company	83.33%	10
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	100.00%	12
Phone Number	100.00%	12

#1



COMPLETE

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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives NO funding from the Town of Abingdon

Q2: Why would you prefer to see this model?

Better way to be an advocate if your job doesn't matter on if the town administration is uncomfortable.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint
 ,
 Corporate sponsorships,
 Individual giving campaign from residents or businesses
 ,
 Other (please specify)
 Jams and Busker Fest are not fundraising but a clever way for the town to get the benefits of selling alcohol. I believe it takes away from the core mission.

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

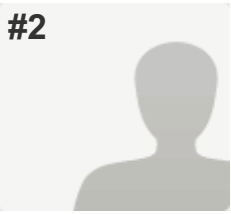
Q5: Do you have another comments you'd like to share?

Let those who are vested in Main Streets call the shots not beaurocrats.

Q6: Contact Information (Optional)

Name	Doug Beatty
Company	BoneFire
Email Address	doug@bonefirebrands.com
Phone Number	423 797-1647

#2



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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Other (please specify)
Non-profit arm/affiliate of the Town.

Q2: Why would you prefer to see this model?

Maintaining the 501c3 as a related organization would be beneficial for the Town - grant funding that can be received by the non-profit, etc. It could potentially be staffed as a PT person that reports to the Town's economic development staff.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

More fundraising events like Thursday Jams or Main Street Busker Fest

Q4: Are you willing to join Abingdon Main Street as a volunteer?

No

Q5: Do you have another comments you'd like to share?

My thanks to the board for tackling this challenging topic. AMS has struggled to find its place/momentum for years - no easy answers. Perhaps some discussion with Marion and Bristol Main Street programs to assess what turned the corners for them?

Q6: Contact Information (Optional)

Name

Loni Willey

Company

Past AMS board member

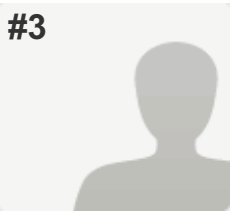
Email Address

willeycadmus@msn.com

Phone Number

2766286533

#3



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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives some funding from the Town of Abingdon (current model)

Q2: Why would you prefer to see this model?

Partnership with the town is vital, but it is just as important to have some level of neutrality, so citizens, business owners, and visitors concerns do not have to go through government bureaucracy.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

More fundraising events like Thursday Jams or Main Street Busker Fest

Corporate sponsorships,

Individual giving campaign from residents or businesses

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

Q5: Do you have another comments you'd like to share?

Respondent skipped this question

Q6: Contact Information (Optional)

Name

Nicole Childress

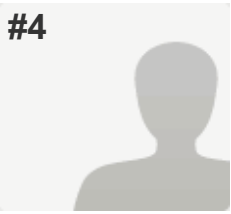
Email Address

missnicolechildress@gmail.com

Phone Number

4233831289

#4



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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives NO funding from the Town of Abingdon

Q2: Why would you prefer to see this model?

The merchants need coordinated representation. Their interests and issues are sometimes in opposition to the Town's opinions.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint

,

More fundraising events like Thursday Jams or Main Street Busker Fest

,

Corporate sponsorships,

Individual giving campaign from residents or businesses

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

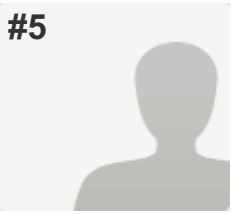
Q5: Do you have another comments you'd like to share?

It seems it has always been blurry as to exactly who and what AMS is, if it is or is not a town sponsored organization, and what their mission is. There does not seem to be strong merchant support for the organization in the past.

Q6: Contact Information (Optional)

Respondent skipped this question

#5



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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives some funding from the Town of Abingdon (current model)

Q2: Why would you prefer to see this model?

I believe the organizations independence is vital to its success and in the best interest of the business owners. If a resolution cannot with the TOA, then I would prefer to lose that funding and adjust the organizational priorities accordingly to maintain independence.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint
 ,
 More fundraising events like Thursday Jams or Main Street Busker Fest
 ,
 Corporate sponsorships,
 Individual giving campaign from residents or businesses

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

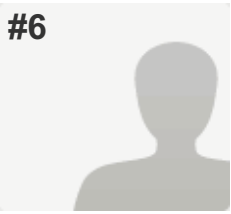
Q5: Do you have another comments you'd like to share?

I would love the opportunity to sit down with the AMS board and discuss possibilities. Before opening my business three years ago, I spent 15 years working in several non-profits as a departments heard, director, and consultant for organizational development/strategic planning. I would like to help navigate this transition however I can.

Q6: Contact Information (Optional)

Name	Lindsey Holderfield
Company	Paper Moon Studio
Email Address	papermoonabingdon@gmail.com
Phone Number	2766989510

#6



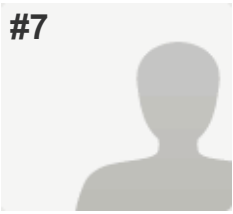
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	Because "If it ain't broke don't fix it." AMS has accomplished a lot over the last few years.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Other (please specify) Keep as is
Q4: Are you willing to join Abingdon Main Street as a volunteer?	No
Q5: Do you have another comments you'd like to share?	<i>Respondent skipped this question</i>
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

#7



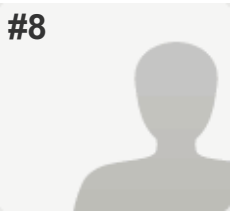
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Organization led by an employee of the Town of Abingdon
Q2: Why would you prefer to see this model?	To promote growth *other than* just on Main St.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Membership dues from businesses within the downtown footprint , More fundraising events like Thursday Jams or Main Street Busker Fest , Other (please specify) improvement of other areas
Q4: Are you willing to join Abingdon Main Street as a volunteer?	No
Q5: Do you have another comments you'd like to share?	When the program benefits "off streets", then I'm all in for volunteering
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

#8



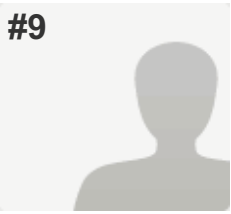
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	That follows the Main Street of America model.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Membership dues from businesses within the downtown footprint , More fundraising events like Thursday Jams or Main Street Busker Fest
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	We need a strong outgoing leader, and some merchants that want to do something besides complain.
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

#9



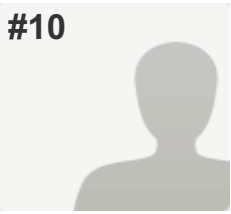
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	Keeps a good relationship with the town
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Other (please specify) individual donation
Q4: Are you willing to join Abingdon Main Street as a volunteer?	No
Q5: Do you have another comments you'd like to share?	<i>Respondent skipped this question</i>
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

#10



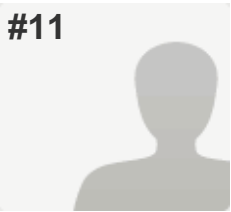
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	It is important to be a 501c3 non profit to qualify for many grants.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Other (please specify) If money isn't provided by town, director will spend all their time trying to raise money for salary, and on-the-ground work will suffer greatly.
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	I am a former Main Street Director in St. Paul, VA. Because of the town size, I only worked 20 hours a week. The town paid 100 percent of my salary and expenses, but my job was under the umbrella of the nonprofit St. Paul Tomorrow. Each month I submitted a 2+ page report to town council and gave quarterly updates at meetings. My reports were also in the town's weekly newspaper. I am happy to talk with you about my situation.
Q6: Contact Information (Optional)	
Name	Teresa Harless
Company	Former Main Street Manager, St. Paul
Email Address	vanaturegal@gmail.com
Phone Number	2766088505

#11



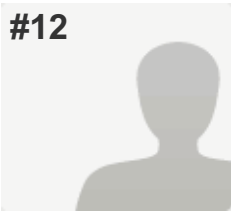
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	it works
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Membership dues from businesses within the downtown footprint , More fundraising events like Thursday Jams or Main Street Busker Fest
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	<i>Respondent skipped this question</i>
Q6: Contact Information (Optional)	
Name	max
Company	The Tavern
Email Address	max@abingdontavern.com
Phone Number	2764926289

#12



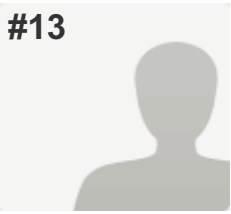
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Dissolve the organization and become a department of the Town of Abingdon
Q2: Why would you prefer to see this model?	I think the abingdon Main Street program as is it is now is a useless organization and a waste of funding.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	More fundraising events like Thursday Jams or Main Street Busker Fest
Q4: Are you willing to join Abingdon Main Street as a volunteer?	No
Q5: Do you have another comments you'd like to share?	<i>Respondent skipped this question</i>
Q6: Contact Information (Optional)	
Name	Anthony Perkins
Company	Anthony's Desserts
Email Address	anthonysdesserts@yahoo.com
Phone Number	2766231500

#13



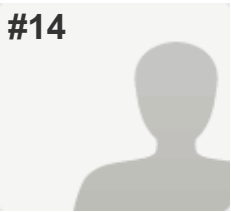
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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	Because there needs to be some independence on the part of the Main Street Director in working with the various business in town. Funding from the Town is vital to making the program work.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Other (please specify) None. If the Town has no more interest in the health of the downtown businesses, then I would have no interest in providing my support via my time or my resources.
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	I would be willing to volunteer - If the Town is willing to support us and others as business owners.
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

#14



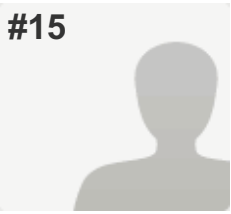
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Q1: What model would you prefer to see for Abingdon Main Street in the future?	Organization led by an employee of the Town of Abingdon
Q2: Why would you prefer to see this model?	mesh with what the Town is doing. simplify coordination. same team.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Other (please specify) none. Should be part of what the Town is doing
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	already volunteer. should not fund raise from businesses, individuals, etc. already too many demands.
Q6: Contact Information (Optional)	
Name	David L. Adams
Email Address	prufrock_24210@yahoo.com
Phone Number	2766281282

#15



COMPLETE

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PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives some funding from the Town of Abingdon (current model)

Q2: Why would you prefer to see this model?

Independent organization a preferred model. Allows for broader activities and wider range of thoughts about direction. If over controlled by parent organization/town, some creativity and character would be lost.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint

,
 More fundraising events like Thursday Jams or Main Street Busker Fest

,
 Corporate sponsorships,

Individual giving campaign from residents or businesses

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

Q5: Do you have another comments you'd like to share?

An organization that focuses on promoting the town and expanding/promoting community based activities is vital. It adds character and appeal to the town, attracts visitors as well as residents to be involved with the community. Provides opportunity for positive and enjoyable functions that benefit all who choose to participate.

Q6: Contact Information (Optional)

Name

Jim Suhrbier

Company

Geriatric pharmacy consultant

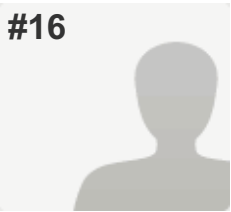
Email Address

jsuhrbiersr@yahoo.com

Phone Number

276/698-7740

#16



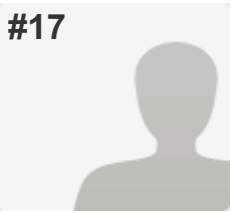
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IP Address: 47.40.225.126

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	Keeps nepotism out of the formula
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	<p>Membership dues from businesses within the downtown footprint</p> <p>,</p> <p>More fundraising events like Thursday Jams or Main Street Busker Fest</p> <p>,</p> <p>Individual giving campaign from residents or businesses</p>
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	Keep things independent, the way they are. A town's governmental entity is not always the best source for directing the viability of its businesses or the vision of its future success.
Q6: Contact Information (Optional)	
Name	marshall ballew
Company	independent musician who often plays in Abingdon
Email Address	marshallballew@charter.net
Phone Number	8285082146

#17



COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, May 09, 2017 9:56:32 AM
Last Modified: Tuesday, May 09, 2017 10:10:31 AM
Time Spent: 00:13:58
IP Address: 66.171.90.97

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Organization led by an employee of the Town of Abingdon

Q2: Why would you prefer to see this model?

This would keep the organization intact but hopefully would encourage the town to be more involved with AMS which would hopefully get more businesses to me involved as well.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Other (please specify)
 This would depend on the AMS agenda and plans for the future.

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

Q5: Do you have another comments you'd like to share?

From what I have seen at AMS meetings, it is the same FEW businesses that are in attendance. If the majority of the Main St businesses are not willing to participate, then AMS will not prosper. I would like regular updates to be sent out from this point forward as to what is happening.

Q6: Contact Information (Optional)

Name

Michelle Goodman

Company

Goodman Jewelers of Abingdon, Inc

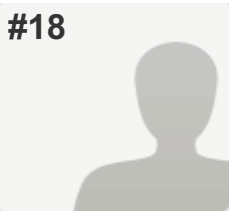
Email Address

michelle@goodmanjewelers.biz

Phone Number

276-676-3110

#18



COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, May 09, 2017 10:34:56 AM
Last Modified: Tuesday, May 09, 2017 10:53:35 AM
Time Spent: 00:18:39
IP Address: 68.32.231.246

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Organization led by an employee of the Town of Abingdon

Q2: Why would you prefer to see this model?

Stability

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Other (please specify)
 Abingdon Main Street should be fully funded by the Town of Abingdon, as it reaps benefits through increased tourism and taxes.

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

Q5: Do you have another comments you'd like to share?

I believe it is time for the Town of Abingdon to step up and support the businesses along Main St with more promotional, advertising dollars and event attendance. It is the locally owned entities that provide local flavor, making Abingdon an attractive destination for tourism, seven days a week, 365 days a year. Less focus on festivals, big box stores and corporate entities that drain the local economy. Shine the light on the businesses of Main Street, the same way Ken Heath shines the light on Main St in Marion, VA. I have NEVER seen a director of tourism attend events, do promotions on local news and variety shows on TV or radio. Locals need to be engaged in tourism also.

Q6: Contact Information (Optional)

Name

R Dean Barr

Company

The Gallery @ Barr Photographica LLC

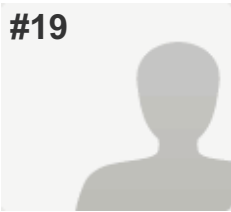
Email Address

thegallery@barrphotographics.com

Phone Number

276-628-1486

#19



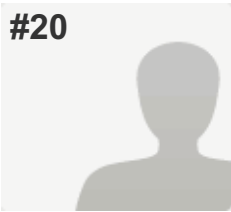
COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, May 09, 2017 10:53:28 AM
Last Modified: Tuesday, May 09, 2017 10:56:01 AM
Time Spent: 00:02:33
IP Address: 67.235.96.231

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	The best model is to have businesses setting direction with the Town's support rather than the reverse.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Membership dues from businesses within the downtown footprint , More fundraising events like Thursday Jams or Main Street Busker Fest , Corporate sponsorships, Individual giving campaign from residents or businesses
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	<i>Respondent skipped this question</i>
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

#20



COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, May 09, 2017 10:59:10 AM

Last Modified: Tuesday, May 09, 2017 11:00:34 AM

Time Spent: 00:01:23

IP Address: 96.33.111.56

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives some funding from the Town of Abingdon (current model)

Q2: Why would you prefer to see this model?

Autonomy

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint

More fundraising events like Thursday Jams or Main Street Busker Fest

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Respondent skipped this question

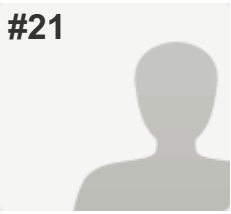
Q5: Do you have another comments you'd like to share?

Respondent skipped this question

Q6: Contact Information (Optional)

Respondent skipped this question

#21



COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, May 09, 2017 10:59:50 AM

Last Modified: Tuesday, May 09, 2017 11:00:55 AM

Time Spent: 00:01:04

IP Address: 68.32.225.115

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Dissolve the organization and become a department of the Town of Abingdon

Q2: Why would you prefer to see this model?

Respondent skipped this question

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint
,
Other (please specify) Mk.

Q4: Are you willing to join Abingdon Main Street as a volunteer?

No

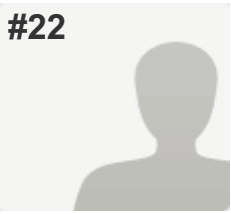
Q5: Do you have another comments you'd like to share?

Respondent skipped this question

Q6: Contact Information (Optional)

Respondent skipped this question

#22



COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, May 09, 2017 11:00:20 AM
Last Modified: Tuesday, May 09, 2017 11:04:43 AM
Time Spent: 00:04:23
IP Address: 68.34.167.1

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives NO funding from the Town of Abingdon

Q2: Why would you prefer to see this model?

Town government does not need to be involved. The best way for this to happen is to accept no Town funding. Usually when the Town of Abingdon and their bureaucrats become involved with a town project it has a detrimental effect.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint

,
More fundraising events like Thursday Jams or Main Street Busker Fest

,
Individual giving campaign from residents or businesses

Q4: Are you willing to join Abingdon Main Street as a volunteer?

Yes

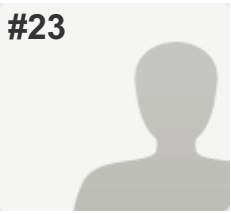
Q5: Do you have another comments you'd like to share?

Respondent skipped this question

Q6: Contact Information (Optional)

Respondent skipped this question

#23



COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, May 09, 2017 12:09:02 PM

Last Modified: Tuesday, May 09, 2017 12:11:37 PM

Time Spent: 00:02:35

IP Address: 97.89.29.169

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?

Independent organization that receives some funding from the Town of Abingdon (current model)

Q2: Why would you prefer to see this model?

To maintain an independent view of development.

Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)

Membership dues from businesses within the downtown footprint

More fundraising events like Thursday Jams or Main Street Busker Fest

Q4: Are you willing to join Abingdon Main Street as a volunteer?

No

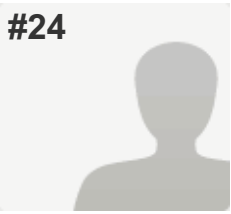
Q5: Do you have another comments you'd like to share?

Respondent skipped this question

Q6: Contact Information (Optional)

Respondent skipped this question

#24



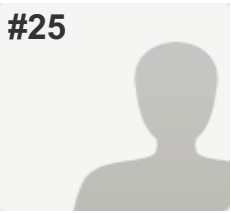
COMPLETE

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Last Modified: Tuesday, May 09, 2017 1:06:35 PM
Time Spent: 00:05:11
IP Address: 73.108.30.84

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	The independent model that we currently have ensures that the people of this town can retain a voice and a direct share in the operation and development of their downtown. It makes no sense to seat an elected official as director; the whole point of the organization is that it is a voice for the people *separate* from the elected governing body.
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	More fundraising events like Thursday Jams or Main Street Busker Fest , Individual giving campaign from residents or businesses
Q4: Are you willing to join Abingdon Main Street as a volunteer?	Yes
Q5: Do you have another comments you'd like to share?	<i>Respondent skipped this question</i>
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

#25



COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, May 09, 2017 1:27:45 PM
Last Modified: Tuesday, May 09, 2017 1:33:08 PM
Time Spent: 00:05:22
IP Address: 66.171.81.142

PAGE 1

Q1: What model would you prefer to see for Abingdon Main Street in the future?	Independent organization that receives some funding from the Town of Abingdon (current model)
Q2: Why would you prefer to see this model?	Offers best chance for the town to grow organically
Q3: If Abingdon Main Street ceases to receive funding from the Town of Abingdon, what funding sources would you support with your time or money? (Please check all that apply)	Membership dues from businesses within the downtown footprint , Corporate sponsorships
Q4: Are you willing to join Abingdon Main Street as a volunteer?	No
Q5: Do you have another comments you'd like to share?	<i>Respondent skipped this question</i>
Q6: Contact Information (Optional)	<i>Respondent skipped this question</i>

**MEMORANDUM OF AGREEMENT by and between THE TOWN OF
ABINGDON, VIRGINIA and ABINGDON MAIN STREET, INC.**

THIS AGREEMENT is entered into and executed by the Town of Abingdon, a Municipal Corporation organized pursuant to the Code of Virginia, 1950, as amended (hereinafter referred to as "Town") and Abingdon Main Street, Inc., a non-stock Corporation organized pursuant to the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, 1950, as amended (hereinafter referred to as "AMS"). This Agreement is made in accordance with the formal action taken by the Abingdon Town Council at its regular meeting on April 3, 2017 and in the interest of developing and supporting the revitalization of the historic business district of Abingdon, Virginia. This Memorandum of Agreement is an extension and modification of the original Memorandum of Agreement dated May 5, 2008 between the town of Abingdon and Abingdon Main Street. Such revitalization is sought to be accomplished through the establishment of AMS, an affiliate of the statewide program, Virginia Main Street Communities.

WHEREAS, it is hereby understood and agreed that the Town, as represented by its governing Council and Town Manager, and AMS, represented by its designated officer, have agreed to certain provisions to be honored between the parties.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. The Town hereby agrees to support the aforementioned program by continuing to be a financial partner, thereby extending financial support for and during a two (2) year period, beginning July 1, 2017 and extending to no later than June 30, 2019, subject to favorable evaluation, desirable outcome of program objectives, and at the discretion of the Town.
2. It is understood and agreed by the parties hereto that the Town's annual financial support shall be awarded through its fiscal budget and only if AMS secures additional financial support, in advance, from sources outside the government of the Town of Abingdon in an amount which equals or exceeds that which the Town agrees to fund herein.

3. The parties to this Agreement understand that the matching obligation described herein is in effect and applicable separately for each of the fiscal years, '2017 – '2019, and the individual budgets applicable thereto.

4. The Town agrees to provide office space (rent-free), and the use of furnishings, computer and copy equipment for the Executive Director of AMS for one (1) year, beginning July 1, 2017. The specific area to be assigned shall be at the sole discretion of the Town Manager or his designee, and shall be facilitated through the sharing of that which exists or is available within the offices and facilities of the Abingdon Tourism Department. The Town further acknowledges that the aforementioned office space rent-free arrangement shall be open to consideration for a possible one (1)-year extension, subject to the favorable evaluation of the program and availability of adequate and appropriate space, at the sole discretion of the Town Manager or his designee.

5. The Town further agrees to support and facilitate the operations of AMS by providing assistance to its Executive Director through allowing use of its part-time employees within the Tourism Department, subject to the availability of part-time employees having completed prior departmental assignments and/or responsibilities.

6. Abingdon Main Street agrees to provide the services of processing, documenting and distributing the salary and benefits of its Executive Director of AMS and any of its employee that it may hire. The town shall in no way be responsible to facilitate any of these services during the course of this agreement. through the Town's office network, support staff and systems.

7. In consideration of Town's support, AMS hereby agrees to the following terms:

- To provide the town with its projected budget on an annual basis to be delivered to the Office of the Town Manager no later than March 1st of each year thereby allowing for consideration and evaluation and in regard to the town's fiscal budget projection, fiscal year observed July 1 through June 30 of the following year;
- To hold regular business hours within the town of Abingdon and to meet regularly with existing and future downtown business owners to understand their needs and to provide them with what assistance and services AMS has to offer them;

- To hold regular meetings known as "Main Street After 5 pm" with existing and future business owners and to provide the town manager and the Community Development Director for the town of Abingdon with the dates and locations of said meetings;
- To attend all regular Town Council meetings and Tourism Advisory Committee meetings for the town of Abingdon;
- To provide town manager with a monthly report, which may be shared with the Town Council, on fundraising efforts and ongoing and completed projects of AMS, said report being due by the last week of the month;
- To present a quarterly report in person to the Abingdon Town Council and its citizens in attendance at a regularly convened Council meeting;
- To meet monthly with the Town Manager and discuss successes, proposals, and challenges;
- To work in unison with the town's Community Development Coordinator on downtown revitalization efforts and community events.
- To allow the Town Manager or his designee the opportunity any AMS board meetings or other meetings that the director may have throughout the year.

8. AMS hereby agrees to be available for presentation of annual financial and activity reports to Council as deemed desirable by the Town Manager.

This agreement may be revised by an amendment in writing adopted by the Town Council and Board of Directors of Abingdon Main Street, Inc.

The parties to this Agreement hereby acknowledge that Abingdon Main Street, Inc. and the Town of Abingdon are separate entities. The corporate employee(s) of Abingdon Main Street, Inc. work at the full pleasure of its Board of Directors. Accordingly, AMS acknowledges that it is responsible for procuring and maintaining separate insurance coverage for its employee(s) and any/all property owned by its corporate entity.

IN WITNESS WHEREOF, the parties hereby execute this agreement.

By Gregory W Kelly 5/22/17
Town Manager Date Town of Abingdon

By Scott Siker 5/22/17
President, AMS Date

COMMONWEALTH OF VIRGINIA COUNTY OF WASHINGTON, to wit: The foregoing Memorandum of Agreement was acknowledged before me this the 22 day of May, 2017, by Gregory Kelly, Town Manager for the Town of Abingdon, Virginia.

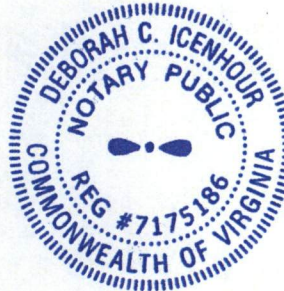
Notary Public Deborah C. Icenhour

My commission expires: _____

COMMONWEALTH OF VIRGINIA COUNTY OF WASHINGTON, to wit: The foregoing Memorandum of Agreement was acknowledged before me this the 22 day of May, 2017, by Scott Siker President for Abingdon Main Street, Inc.

Notary Public Deborah C. Icenhour

My commission expires: May 31, 2020



AN ORDINANCE TO AUTHORIZE PARTICIPATION BY THE [NAME OF COUNTY, CITY OR TOWN] IN THE VACO/VML VIRGINIA INVESTMENT POOL FOR THE PURPOSE OF INVESTING IN ACCORDANCE WITH SECTION 2.2-4501 *et seq.* AND 15.2-1300 OF THE VIRGINIA CODE.

WHEREAS, Va. Code § 15.2-1500 provides, in part, that every locality shall provide for all the governmental functions of the locality, including without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, the Investment of Public Funds Act (Va. Code §§ 2.2-4500 through 2.2-4519) lists the eligible categories of securities and investments in which municipal corporations, other political subdivisions and other public bodies are authorized to invest funds belonging to them or within their control; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision having a similar power, privilege or authority pursuant to agreements with one another for joint action in accordance with the provisions of that Code section; and

WHEREAS, the City of Chesapeake, Virginia and the City of Roanoke, Virginia have jointly established and are participating in the Virginia Investment Pool Trust Fund (the "Trust Fund"), also known as the "VACO/VML Virginia Investment Pool," and have provided in their trust agreement for participation by other eligible governmental entities that execute a trust joinder agreement; and

WHEREAS, it appearing to the [name of governing body] of the [City/County/Town] of _____ that it is in the best interests of the [City/County/Town] of

_____ to become a Participating Political Subdivision in the Trust Fund; and

WHEREAS, the Treasurer [substitute title of the chief investment officer in localities without a Treasurer] of the [City/County/Town] of _____, has the authority and responsibility under Virginia law to determine the manner in which public funds other than sinking funds under his/her control will be invested;

NOW, THEREFORE THE [GOVERNING BODY] OF THE [CITY/COUNTY/TOWN] OF _____ HEREBY ORDAINS:

§ 1 That, pursuant to Sections 2.2-4501 *et seq.* and 15.2-1300 of the Virginia Code, the [name of governing body] of the [City/County/Town] of _____ hereby establishes a trust for the purpose of investing funds, other than sinking funds, determined to derive the most benefit from this investment strategy, in investments authorized under the Investment of Public Funds Act, jointly with other participating political subdivisions and public bodies in the Trust Fund. A copy of the Virginia Investment Pool Trust Fund Agreement (the "Trust Fund Agreement") is attached and incorporated in this ordinance as Exhibit A.

§ 2 That the [name of locality] agrees to become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.

§ 3 That the [name of governing body] of the [City/County/Town] of _____ does hereby designate the Treasurer [or chief investment officer in localities without a Treasurer] of the [City/County/Town] of _____ to serve as the trustee of the [City/County/Town] of _____ with respect to the Trust Fund, and to determine what funds under his/her control shall be invested in the Trust Fund.

§ 4 That the [name of governing body] of the [City/County/Town] of _____ hereby authorizes the Treasurer [or chief investment officer in localities without a Treasurer] to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under the Virginia Investment Pool Trust Fund (“Trust Joinder Agreement”), a copy of which is attached and incorporated in this ordinance as Exhibit B.

§ 5 This ordinance shall become effective upon its adoption.

Exhibits: Trust Fund Agreement (“Exhibit A”)
Trust Joinder Agreement (“Exhibit B”)

**TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE
VACo/VML VIRGINIA INVESTMENT POOL**

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer/Chief Investment Officer of the _____, Virginia (herein referred to as the “Treasurer/Chief Investment Officer”), the _____, Virginia (herein referred to as the “Participating Political Subdivision”), and the Board of Trustees (herein collectively referred to as the “Trustees”) of the VACo/VML Virginia Investment Pool (herein referred to as the “Trust Fund”).

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer’s/Chief Investment Officer’s control shall be invested in the Trust Fund, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the “Agreement”), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of _____, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable _____, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees’ acceptance of this Trust Joinder Agreement, the _____, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of _____, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Treasurer/Chief Investment Officer shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Treasurer/Chief Investment Officer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Political Subdivision under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund shall provide administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this _____ day of _____, 20____.

**TREASURER/CHIEF INVESTMENT
OFFICER OF**

_____, **VIRGINIA**

ATTEST:

* * * *

ACCEPTANCE:

VACo/VML VIRGINIA INVESTMENT POOL

By: _____

**VIRGINIA INVESTMENT POOL
TRUST FUND AGREEMENT**

THIS AGREEMENT (the “Agreement”), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 107 hereof and their successors (the “Board of Trustees”). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*) of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the “Trust Fund”) hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et. seq.*); and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as

amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. NAME

The name of the trust created by this Agreement shall be the “Virginia Investment Pool Trust Fund” and the Board shall conduct the Trust’s activities, execute all documents and sue or be sued under that name. The Board may use such other designations, including “VIP”, and may adopt such other names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the Commonwealth of Virginia or the United States of America so as to protect and reserve the right of the Trust in and to such names.

Section 102. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

A. Administrator. The term “Administrator” means the Virginia Local Government Finance Corporation (d/b/a “VML/VACo Finance”) or any successor designated by the Board of Trustees to administer the Trust Fund.

B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund’s assets.

C. Business Day. Means a day on which banks are not required or authorized by law to close in the State and on which the Investment Advisor or Custodian is not closed.

D. Code. The term “Code” means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.

E. Custodian. The term “Custodian” means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.

F. Effective Date. The term “Effective Date” means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.

G. Participating Political Subdivision. The term “Participating Political Subdivision” means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, or is otherwise entitled to participate in accordance with State law, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.

H. Treasurer. The term “Treasurer” means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality’s funds in the Trust Fund created under this Agreement.

I. Chief Investment Officer. The term “Chief Investment Officer” means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term “Chief Investment Officer” may include certain individuals holding the title of “treasurer” for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

J. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

K. Investment Advisor. Shall mean any person or persons appointed, employed or contracted with by the Administrator on behalf of the Trust pursuant to Section 202 C. hereof.

L. Investment Policy. The term “Investment Policy” means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

M. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

N. State. The term “State” means the Commonwealth of Virginia.

O. Trust Fund. The term “Trust Fund” means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

P. Trust Joinder Agreement. The term “Trust Joinder Agreement” means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

Q. Trustees. The term “Trustees” means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 107 hereof and their successors.

R. Virginia Code. The term “Virginia Code” means the laws embraced in the titles, chapters, articles and sections designated and cited as the “Code of Virginia,” under the laws of the State.

S. VIP Stable NAV Liquidity Pool. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested to facilitate overnight liquidity and the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of \$1.00.

T. VIP 1-3 Year High Quality Bond Fund. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested in fixed income securities benchmarked with the Bank of America Merrill Lynch 1-3 Year Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

Section 103. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the

Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et. seq.)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees' Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

- a. The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.
- b. The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.
- c. The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.
- d. The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

- e. The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by U. S. mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund or by electronic mail. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present, shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The official books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the

Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 104. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.
2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments,

proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

5. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

7. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 104 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund; provided, however, the Board of Trustees need not take action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

8. To adopt rules and regulations governing the Trustees' operations and procedures.

9. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

10. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee

levels.

11. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

12. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

13. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

14. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

15. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

16. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

17. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 105. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 106. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 107. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of VACo and VML serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year

2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to

another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 107(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 107 will pertain equally to such individuals delegated authority under this provision.

9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 108. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations. The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop written Investment Policies establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policies, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policies shall serve as the description of the funding policies and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the

objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers (“Investment Manager”), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and
2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

E. Custodian. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust

from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and the Custodian.

The Board on behalf of the Trust shall employ a bank or trust company organized under the laws of the United States of America or the Commonwealth of Virginia. The Custodian shall be subject to such restrictions, limitations, and other requirements set forth in a Custodian Agreement to be entered into between the Board and the Custodian.

The Custodian shall have such duties as are set forth in the Custodian Agreement. Such Agreement shall also provide that it may be terminated at any time without cause and without the payment of any penalty on 45 days' written notice.

In the event that, at any time, the Custodian shall resign or shall be terminated the Board shall appoint a successor.

F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 103 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

I. Record of Shares. The Trust shall maintain records which shall contain:

- i. The names and addresses of Participating Political Subdivisions;
- ii. The number of shares representing their respective interests hereunder; and
- iii. A record of all allocations and redemptions.

Such records shall be conclusive as to the identity of the Participating Political Subdivisions to which shares are allocated. Only those Participating Political Subdivisions whose allocation of shares is recorded in the Trust records shall be entitled to receive distributions with respect to shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it, until it has given its appropriate address to the Trust.

J. Maintenance of Records. The Administrator, or such other entity appointed by the Board, shall record the allocations of shares in the records of the Trust,

K. No Transfer of Shares. The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, shares may be redeemed from one Participating Political Subdivision's account and the proceeds deposited directly into another Participating Political Subdivision's account upon instructions received from both respective Participants.

L. Limitation of Responsibility. The Board shall not, nor shall the Participating Political Subdivisions or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such shares by any Participating Political Subdivision or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participating Political Subdivision recorded as the Participating Political Subdivision to which such shares are allocated. The receipt of moneys by the Participating Political Subdivision in whose name any share is recorded or by the duly authorized agent of such Participating Political Subdivision shall be a sufficient discharge for all moneys payable or deliverable in respect of such shares and from all responsibility to see the proper application thereof.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the

responsibility for making payments from the Trust Fund, in accordance with rules and regulations established by the Board of Trustees. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Payments from the Trust to Participating Political Subdivisions. Any and all allocated shares may be redeemed at the option and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision upon and subject to the terms and conditions provided in this Agreement and the Informational Statement(s). The Trust shall, upon application of any Participating Political Subdivision, redeem from such Participating Political Subdivision allocated shares for an amount per share equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participating Political Subdivisions to withdraw funds from the Trust.

C. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT PORTFOLIOS.

The Trustees shall establish two (2) investment portfolios within the Trust Fund pursuant to the Investment Policies, for communication to, and acceptance by, Treasurers and Chief Investment Officers:

- i. VIP Stable NAV Liquidity Pool. Assets in this portfolio will be invested in such a manner to facilitate overnight liquidity as well as the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of \$1.00.
- ii. VIP 1-3 Year High Quality Bond Fund. Assets in this portfolio will be invested in fixed income securities benchmarked with the Bank of America Merrill Lynch 1-3 Year Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

The Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief

Investment Officers, as alternatives to the current investment options. The determination to add alternative investment options to the Investment Policies, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political

Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates,

determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand (\$250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10th)* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued under Section 106(A) (8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths ($\frac{3}{4}$) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The

Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief

Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination have been

complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in

any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013
Amended by Board of Trustees, January 24, 2014
Amended by Board of Trustees, June 19, 2015
Amended by Board of Trustees, September 23, 2016

[SIGNATURE PAGE FOLLOWS]

TOURISM ADVISORY COMMITTEE BYLAWS

ARTICLE I – NAME

The Tourism Advisory Committee of Abingdon (TAC or Advisory Committee) is an advisory body created by the Abingdon Town Council in 1991.

ARTICLE II – AUTHORITY

Section 1

The TAC operates under the authority delegated to municipalities under Title 15.2, Chapter 22, Code of Virginia (1950), as amended.

Section 1.2

The authority for the TAC was established on November 4, 1991 by a motion of the Abingdon Town Council.

ARTICLE III – PURPOSE AND DUTIES

Section 1 – Duties and General Responsibilities

The Abingdon Town Council's creation of a Tourism Advisory Committee is to pursue the following purposes and duties:

1. Encourage and support the goals and objectives of the town.
2. Provide an official channel of input on tourism issues from attractions and businesses to the office of tourism, town management and the town council.
3. Provide resources and support to the director of tourism by sharing information and experiences on tourism issues.
4. Cultivate cooperative efforts in advertising, publicity, research and other aspects of the promotion of tourism.
5. Coordinate tourism development with other agencies in order to avoid duplication of efforts.

Section 2 – Financial Duties and Responsibilities

- a) The tourism advisory committee shall have no authority to enter into any contract or incur any obligation binding the town.
- b) The committee shall assist the director of tourism in development and preparation of an annual budget for the division to be submitted to the town manager and subsequently to the town council, at the time designated by the town manager.

Section 3 – Planning Duties and Responsibilities

The tourism advisory committee shall investigate and determine the needs and interests of the community for tourism programs and facilities and recommend a tourism program to meet those needs.

ARTICLE IV – LOCAL COMMITTEE MEMBERSHIP

Section 1 – Composition, salaries and expenses

The TAC shall be composed of up to fifteen (15) members. The members shall receive no salary or other compensation for their services. The membership shall derive from the following:

- 1) One representative from the hotel-motel industry; and
- 2) One representative from the bed and breakfast industry; and
- 3) One representative from the attractions industry; and
- 4) One representative from the restaurant industry; and
- 5) One representative from the historic sites or museum industry; and
- 6) One representative from the retail or downtown merchant industry; and
- 7) One representative from the arts and culture industry; and
- 8) One representative from the field of higher education; and
- 9) One representative from the Washington County Chamber of Commerce; and
- 10) One representative from Abingdon Main Street; and
- 11) At large; and
- 12) At large; and
- 13) At large.

Section 2 – Ex officio members

(non-voting, non-debating)

- 1) One representative from the Abingdon Town Council; and
- 2) One representative from the Washington County Board of Supervisors.

Section 3 – Appointment and terms of members and vacancies

- a) The members of the tourism advisory committee shall be appointed by the Abingdon Town Council. The Town Council shall seek out and appoint persons with a high degree of interest, capacity and objectivity.
- b) The terms of office for the members of the tourism advisory committee shall be for three years or until their successors are appointed and qualified; the term of three members shall expire annually thereafter. Members are eligible to serve two consecutive three year terms and can be reappointed to the committee by the Abingdon Town Council.
- c) Vacancies in such committee occurring otherwise than by expiration of the term shall be filled by the council for the remainder of the unexpired term. New members filling an unexpired term shall be eligible for two full three year terms, without interruption.

ARTICLE V – OFFICERS AND ELECTIONS

The tourism advisory committee shall elect a Chairman for the committee annually in July. The term of the Chairman shall be one year.

The following officers of the tourism advisory committee shall be elected by the membership of the TAC from among the membership of the TAC: (1) Vice Chair; and (2) Secretary whose duties shall reflect common usages of Roberts Rules of Order.

Elections of officers shall be held annually at the July meeting of the TAC. Terms of each office shall be one year. Nominations will be made from the floor.

ARTICLE VI – COMMITTEES

The Chair may from time to time, with the consent of the TAC, recommend the establishment of special committees, including ad hoc committees, to study subjects of particular concern to the TAC and report their findings and recommendations to the TAC. Special Committee chairs must be appointed from among the members of the TAC. Special Committees shall consist of no fewer than two (2) TAC members and may include non-TAC members. All special committees shall take minutes to be presented at the next scheduled TAC meeting for all members to review.

ARTICLE VII – MEETINGS OF THE ADVISORY BOARD

Section 1 – Time and Place

Regular monthly meetings of the tourism advisory committee shall be held at 3:00 p.m. on the 1st Tuesday of the month at a Town-owned location determined by the Chair or another suitable public meeting space as determined by a majority vote of the TAC. Special meeting of the TAC may be called by the TAC Chair or 50% of TAC members provided that written or electronic notice to all members has been given five days in advance. Meetings of special committees will be scheduled and convened at the discretion of the appropriate committee chair.

All meetings of the tourism advisory committee shall be open to the public and records of the TAC shall be a public record as required by the Virginia Freedom of Information Act. The committee may meet in closed session only for the purposes stated in that Act.

Section 2 – Quorum

A majority of all members shall constitute a quorum.

Section 3 – Voting

In making any recommendation, adopting any plan, or approving any proposal, or position, action shall be taken by a majority vote of all members present. All votes of the TAC shall be made a matter of public record and shall be reflected in the minutes.

Section 4 – Minutes

Minutes of all regular or special sessions of the TAC shall be recorded and maintained in the Department of Tourism as a permanent record of TAC activities.

Section 5 – Attendance at Meetings

Any member of the TAC who shall fail to attend three (3) consecutive meetings may be considered to have resigned. The Chair shall, at his or her discretion, declare that a vacancy exists and proceed to have it filled by appointment for the remainder of the unexpired term in the manner provided for in Article IV, Section 3 of these Bylaws.

ARTICLE VIII – AMENDMENT OF BYLAWS

Any proposed amendment to these Bylaws shall be presented in writing to the members of the TAC at a regularly scheduled meeting and shall not be subject to a vote until the next regularly scheduled TAC meeting. Approval by a majority of the members of the TAC shall be required to recommend any proposed amendment of the Bylaws to the Town Council. Modifications to the bylaws must be reviewed and approved by the Town Council. The Town Council has sole authority to approve modifications to the Tourism Advisory Committee bylaws.

ARTICLE IX – SEVERABILITY

In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision here of the adopted Bylaws.

ARTICLE XI – EFFECTIVE DATE

These Bylaws become effective when adopted by the Town Council of Abingdon.

Approved this ____ day of _____, 20__.

**AN ORDINANCE OF THE COUNCIL
FOR THE TOWN OF ABINGDON, VIRGINIA
TO ENACT CHAPTER 18 - BUSINESS
ARTICLE VI., §18-35 - §18-40
HOMESTAY REGULATIONS**

WHEREAS, online brokers/marketplaces for travel and hospitality platforms, such as Airbnb, Craigslist, HomeAway, *et. al*, have been in existence in the United States for nearly a decade and use of same has grown exponentially and has begun to affect both global and local short stay rental markets; and

WHEREAS, being aware of same, the Council of the Town of Abingdon, Virginia has become concerned that its local hotels, motels and bed and breakfast establishments are being treated unfairly by being subjected to collecting and remitting municipal lodging taxes as well as being required to meet demands for business licensure, safety and insurance requirements while affiliates of said hospitality platforms or HomeStays are not; and

WHEREAS, Town officials have identified a considerable number of active HomeStay properties which are available on marketplace sites, have collected a list of same and have begun the contact process to introduce the ordinance to those who will be affected with instructions on compliance; and

WHEREAS, the General Assembly of the Commonwealth of Virginia has finally settled with a satisfactory statute on this matter after working the past several sessions to come up with a legislative product that would guide, enable and authorize its local governments to better add equality to the hospitality playing field by devising and planning its strategy for organizing and managing local HomeStay operations in the interests of the health, safety and welfare of the citizens and tourists of the Commonwealth and localities, respectively; and

WHEREAS, the Council of the Town of Abingdon, Virginia desires to join and participate in imposing a statewide scheme to support its business model and to demonstrate to the General Assembly of the Commonwealth its ability to manage at the local level; and

WHEREAS, this local government ordinance, authorized through the passage of bills through the Virginia House and Senate (namely, HB 1268 and SB 1578) during the 2017 Legislative Session and signed into law by Governor McAuliff in March of 2017, has been drafted to add to the Code of Ordinances for the Town of Abingdon by its Council and shall be placed within Chapter 18 – Business, Article VI., §18-35 - §18-40.; and

WHEREAS, Virginia localities need to utilize this authority successfully because continued future attempts in the legislature will be made to pre-empt local authority to manage.

Section 18-35. - Definitions.

As used in this article, unless the context requires a different meaning, terms used herein shall be defined as follows:

- **Booking transaction** means any transaction in which there is a charge to a transient by a host for the occupancy of any dwelling, sleeping, or lodging accommodations.
- **Hosting platform** means any person or entity that is not a host but facilitates reservations or collects payments for any booking transaction on behalf of a host through an online digital platform, such as Airbnb, *et al.*
- **Guest or transient** means a person who occupies a HomeStay unit.
- **HomeStay** means the accessory or secondary use of a residential dwelling unit or a portion thereof by a host to provide room or space that is intended for short term transient rental purposes in exchange for a charge for the occupancy. The primary use of the HomeStay unit shall remain residential and owner inhabited. For each booking transaction, all applicable taxes must be collected and remitted to the Town of Abingdon as required by Article V, Lodging Tax, §66-146. by the host. Such accessory or secondary use shall not create a landlord/tenant relationship.
- **Host** means the person who is the primary resident of a HomeStay unit offered for HomeStay lodging. In determining compliance with these regulations, the host has the burden of demonstrating that the dwelling unit is owner occupied and is his or her primary residence.
- **Primary resident** means the owner of the HomeStay unit who occupies the property as his or her principal place of residence and domicile.
- **Residential dwelling unit** means a residence where one (1) or more persons maintain a household.
- **Short-stay rental** means the provision of a room or space suitable for sleeping or lodging for less than 30 consecutive days in exchange for a charge for the occupancy.
- **Type A rentals** means rentals where the host is present during the HomeStay and no more than two (2) bedrooms of the HomeStay unit are rented.
- **Type B rentals** means all other rentals, including ones where more than two (2) bedrooms of the HomeStay unit are rented or the host is not present during the stay.

Section 18-36. - Registration and other requirements. ADD LANGUAGE ABOUT ANNUAL INSPECTION

- (a) No host shall operate a HomeStay unit or advertise a residential property for HomeStay use without the host first having registered with the departments of Business; Planning/Zoning and Building in the Town of Abingdon Offices at 133 W. Main Street, Abingdon, Virginia. Upon the applicant's initial visit with the Town offices, he/she will be furnished with a packet which will contain registration materials and forms.
- (b) The registration form and packet shall require the following information/response from applicant:
- 1) The complete contact information of the host, including name, telephone number, address, and email address of the host;
 - 2) Proof of ownership of primary residence.
 - 3) Payment of \$25 administrative fee beginning October 1, 2017.
 - 4) State tax ID information and/or social security number;
 - 5) Completion of a Town's business license application;
 - 6) Complete information regarding physical description of space which will be made available for HomeStay use, including proximity to neighbors, shared driveways or parking, etc;
 - 7) Planning/Zoning and Building approval;
 - 8) Official insurance coverage information and proof with regard to the HomeStay unit, the host and the guests; and
 - 9) If the HomeStay unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the registration application.
- (c.) Additional initial reminders/requirements shall include the following:
- 1) Signs, advertising, or any other exterior display on the property indicating that the HomeStay unit is being utilized, in whole or in part, as a HomeStay are not permitted;
 - 2) The host shall register with the Finance Department to collect and remit the Town's transient lodging tax as set forth in Article V, Lodging Tax, §66-146;
 - 3) **A host may register and operate only one (1) residential dwelling unit as a HomeStay in the Town;**
 - 4) The registration shall be valid January 1st (or from whatever date the registration first occurs) through December 31st of the calendar year, and shall be renewed annually, on or before March 1st;
 - 5) A valid registration will permit a maximum ninety (90) days of type A and type B rentals in each calendar year. Of these ninety (90) days of rentals, no more than thirty (30) days may be type B rentals. On each lodging tax return form filed with the Treasurer, the number of type A and type B rentals shall be listed

- 6) Said current safety issues must be made available and convenient to every room made available to guests, in the path of either ingress or egress within the sleeping room, including basements;
- 7) Interior directional "EXIT" signs;
- 8) Any sleeping area must have one (1) other adequate method of egress or escape beyond the entrance point;
- 9) Posted information regarding proper trash/garbage disposal;
- 10) Posted placard with full contact information regarding owner;
- 11) For purposes of Alcohol Beverage Control Act, HomeStay certain property rented on a short-term basis is considered a bed and breakfast establishment for purposes of Alcohol Beverage Control licensing and that the exception from Alcohol Beverage Control licensing for serving alcoholic beverages to guests in a residence does not apply if the guest is a short-term lessee of the residence.

Section 18-37. - Safety.

- (a) Prior to opening to the public, each host shall comply with all current safety issues, including but not limited to Underwriters Laboratory standards for smoke alarms and carbon monoxide detectors as follows:
 - 1) In all sleeping areas;
 - 2) In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit;
 - 3) In each story within the sleeping unit, including basements;
- (b) Any/all sleeping areas must have one (1) other adequate method of egress beyond the entrance point.
- (c) As part of the registration process, the host shall certify that the HomeStay unit meets the requirements of this section. The registration forms shall also provide that, as part of the registration, the host is agreeing to permit inspections of the home (at reasonable times and after notice has been provided) to address complaints. The failure to permit such an inspection is grounds for registration suspension.

Section 18-38. - Use regulations.

- (a) No recreational vehicles, buses, or trailers shall be parked on the adjoining or adjacent streets in conjunction with the HomeStay use. No commercial event, weddings and/or receptions shall be held during the stay.
- (b) The dates for trash and recycling collection shall be posted prominently in the HomeStay unit.

- (c) During each stay at the HomeStay unit, a principal guest shall be designated as the contact person for town officials in the event of safety or behavioral issues at the unit. The host shall provide this information upon request to authorized town officials.
- (d) The host shall not permit occupancy of a HomeStay unit for a period of less than twenty-four (24) hours.
- (e) The name and telephone number of the host or the host's responsible party shall be conspicuously posted within the HomeStay unit. The host shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental to address any problems associated with the HomeStay unit.
- (f) The principal guest of a HomeStay unit shall be at least eighteen (18) years of age.
- (g) The maximum number of adult guests in a HomeStay unit is **limited to six (6)**.
WHAT ABOUT THE CHILDREN AND FARRETS?
- (h) Hosts, guests and third parties shall be subject to and shall adhere to all federal, state and local ordinances statutes and/or applicable laws.

Section 18-39. - Registration suspension or cancellation.

- (a) A registration may be suspended or cancelled for the following reasons:
 - 1) Failure to collect and/or remit the transient occupancy tax.
 - 2) Three (3) or more substantiated complaints (including, but not limited to, parking on grass, noise, excess trash) within a twelve-month period.
 - 3) The failure of any HomeStay host to maintain his or her principal place of residence or domicile at the dwelling unit used as a limited residential lodging.
- (b) Before any suspension or cancellation can be effective, a duly designated officer of the town shall give written notice to the HomeStay host. The notice of suspension or cancellation issued under the provisions of this chapter shall contain:
 - 1) A description of the violations constituting the basis of the suspension or cancellation;
 - 2) If applicable, a statement of acts necessary to correct the violation; and
 - 3) A statement that if no request for a hearing is made within ten (10) days from the date of the notice, the registration will be suspended or cancelled;
- (c) The notice shall be given to the host by delivering a copy of the notice in person. If the host cannot be found, such notice shall be sent by:
 - 1) Certified mail or e-mail to the addresses in the registration form; and
 - 2) A copy of the notice shall be posted in a conspicuous place on the premises.

- (d) If requested, a hearing shall be held before the Town Manager and/or his designee. It is the burden of the host to demonstrate, by a preponderance of the evidence, why the suspension or cancellation should not go into effect. The decision of the Town Manager and/or his designee may be appealed to the town council.

Section 18-40. - Penalty.

It shall be unlawful to operate a HomeStay without registering as required by this article, after a registration has been suspended or cancelled or in violation of any other requirement of this article; the penalty shall be a fine of Two-hundred and fifty dollars (\$250.00) for the first occurrence and Five-hundred dollars (\$500.00) for each subsequent occurrence thereafter payable to the Treasurer for the Town of Abingdon.



**TOWN OF ABINGDON, VIRGINIA
REGULAR COUNCIL MEETING
MONDAY, JULY 10, 2017 – 7:30 P.M.
COUNCIL CHAMBERS
MUNICIPAL BUILDING**

Welcome to the Town of Abingdon, Virginia Regular Council Meeting. We appreciate your interest and we encourage public participation in our meeting. Your comments are important to our decision making process. Please note that there will be two (2) opportunities during the meeting for you to address the Council members. The first opportunity will come when the Mayor declares a public hearing open for comment. The second opportunity to address the council will come near the end of the Agenda when the Mayor will inquire if anyone wishes to speak to Council members regarding matters not listed on the Agenda. We do request that anyone addressing the Council, approach the podium, identify your first and last name and give your complete mailing address.

A. WELCOME – *Mayor Lowe*

B. ROLL CALL – *Cecile Rosenbaum, Town Clerk*

C. POSTING OF COLORS AND NATIONAL ANTHEM – *Abingdon Muster Grounds Musick group*

D. PLEDGE OF ALLEGIANCE – *Rick Humphreys, Vice Mayor*

E. APPROVAL OF MINUTES

- June 5, 2017 Work Session minutes
- June 5, 2017 Regular Meeting minutes
- June 12, 2017 Mid-month Work Session Minutes

F. PUBLIC COMMENTS – Please place your name on the sign-up sheet provided and comments are limited to three (3) minutes.

G. PETITIONS, PUBLIC HEARINGS AND FIRST READING OF ORDINANCES –

1. **PUBLIC HEARING – First Reading – Enactment of an Ordinance, Chapter 18 – Businesses – Article II – Licenses, Sec. 18-35 through 18-40 of the Code of Ordinances of the Town of Abingdon, VA – *Deb Icenhour, Town Attorney***

H. SECOND READINGS

1. **Second Reading** - Ordinance of the Council of the Town of Abingdon, Virginia Proposing a Real Property Tax Increase for the Fiscal Year 2017-2018 – **Gregory W. Kelly, Town Manager**

Council Agenda
July 10, 2017
Page Two

I. CONSIDERATION OF BIDS

1. Consideration of purchase of Hyper-Converged Server/Storage Upgrade and authorization of Town Manager to execute loan documents with First Bank and Trust in the amount of \$192,000 – **Floyd Bailey, Director of Information Technology**

J. REPORTS FROM THE TOWN MANAGER/ASSISTANT TOWN MANAGER

1. Consideration of appropriation of \$5,000 to the Overmountain Victory Trail Association for the support and development of a Master Plan for the OVNHT from Abingdon, VA to Elizabethton, TN – **Greg Kelly, Town Manager**
2. Consideration of appropriation for the Abingdon Muster Grounds Musick group – **Rick Humphreys, Council Member**
3. Consideration of adoption of revised bylaws for Tourism Advisory Committee – **Jayne Duehring, Dir. of Tourism**

K. RESOLUTIONS – None

L. OLD BUSINESS/WORK SESSION AGENDA ITEMS NOT COVERED DURING WORK SESSION MEETING

M. APPOINTMENTS TO BOARDS AND COMMITTEES

1. **Planning Commission**
 - Appointment to fill the term of Jayne Duehring who is not eligible to serve
2. **Virginia Highlands Small Business Incubator**
 - Appointment to fill the unexpired term of Dr. French Moore, Jr.

If Council so desires, Closed Session pursuant to the Code of Virginia, 1950, as amended, Section 2.2-3711(A)(1) for the purpose of considering applications to fill the positions on

N. COUNCIL MEMBER REPORTS

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O. ANNOUNCEMENTS

- July 12 – WOO-Commerce a Free WordPress Shopping Cart – VHSBI
- July 13 – Brent Cobb with Fritz & Co. – Thursday Jams
- July 15 – Basketmaker Barbara Holt- Holston Mountain Artisans
- July 19 – John C. Maxwell’s Laws of Leadership - VHSBI
- July 20 – Look Homeward – Thursday Jams
- July 20 – 10th Annual Show - Old Glade Antique Tractor Assn.- Fairview
- July 22 – Living History: Life in the Backcountry and the Battle of Kings Mountain – Muster Grounds
- July 22 – Carvers Mark and Jordan Blevins – Holston Mountain Artisans
- July 28 – August 6 – 69th Annual Virginia Highlands Festival
- July 28 – Battle of the Badges Blood Drive 2017 – Abingdon Police Department
- July 29 – Sinking Spring Cemetery Living History Tour
- July 29 – Sawdust and Quilt Festival – Holston Mountain Artisans
- July 29 – First Annual Antique Barn Open House and Cruise In – Abingdon Antique Barn
- August 3 – Fred Carter: Primitive Things of Toil and Love – William King Museum of Art
- August 7th – Abingdon Town Council Work Session & Regular Council Meeting

N. ADJOURNMENT

**TOWN OF ABINGDON
WORK SESSION MEETING
MONDAY, June 5, 2017 - 5:30 PM
ARTHUR CAMPBELL ROOM - MUNICIPAL BUILDING**

A Work Session meeting of the Abingdon Town Council was held on Monday, June 5, 2017 at 5:30 p.m. in the Arthur Campbell Room of the Municipal Building.

A. WELCOME - Mayor Lowe

B. ROLL CALL - Cecile Rosenbaum, Town Clerk

Members of Council Present:

Mrs. Cathy Lowe
Mr. Richard E. Humphreys
Mr. Robert M. Howard
Mrs. M. Cindy Patterson
Mr. J. Wayne Craig

Administrative/Town Staff:

Greg Kelly, Town Manager
Cecile Rosenbaum, Asst. Town
Manager/Clerk
Deb Icenhour, Town Attorney
Chuck Banner, Treasurer
Kim Kingsley, Paralegal/Deputy Treasurer
Matt Bolick, Dir. Of Const./Public Services
Jayne Duehring, Dir. of Tourism
C. J. McGlothlin, IT Department
Floyd Bailey, Director of IT Department
Tonya Triplett, Community Dev. Coordinator
Kevin Worley, Dir. of Parks and Outdoor Rec
Stacey Reichler, Dir. of HR
Jason Boswell, Code Enforcement Officer

The Council discussed the following:

1. Mayor Lowe asked that each Council appointee submit any absences they have planned at the beginning of each month and email the schedule to all the members of Council.
2. Mayor Lowe commented that several concerns had arisen at the Abingdon Farmer's Market and Pavilion over the allowance of dogs during the market hours. Mayor Lowe noted that she felt there should be one set of rules for each of the town's properties and that users of the properties should enforce the rules set by Council. Discussion ensued and Mayor Lowe asked that town staff meet with

the users of the Farmers Market and other properties to begin the process of developing a uniform set of rules for each of the town properties. Ms. Icenhour, Town Attorney commented that she had done research on Farmer's Markets across the Commonwealth and a large majority do place a ban on dogs during the market hours. Ms. Icenhour further commented that she had contacted the town's insurance carrier to inquire about liability and the underwriter commented "if you can ban dogs, that is the thing to do". Ms. Icenhour discussed the differences between service animals and companion animals. Service dogs have attended a highly skilled program and have a certification to accompany a patron who has a qualified disability and should be allowed on town property in all cases. Ms. Patterson inquired about the allowance of service dogs and Mr. Craig asked about the town's current rules.

3. Mayor Lowe reported that Dr. French Moore, Jr. was very ill and his family had indicated that he was no longer able to serve on the Virginia Highlands Small Business Incubator. Ms. Rosenbaum noted that the vacancy would be advertised and applications would be included in the July Council packet for consideration.
4. Mr. Kelly, Town Manager reported that the Meadows project was moving forward and the town was under a deadline of July 12th to purchase wetlands mitigation credits from The Nature Conservancy. Mr. Kelly noted that the cost of the credits was \$354,650 and it would be necessary for Council to authorize him to drawdown funds from the bond proceeds in that amount in order to purchase the credits. Ms. Patterson asked about the timeline relative to the wetlands. Mr. Kelly also commented that it was time to begin the process of acquiring the rights of way properties necessary to complete the Green Spring Road realignment project and the cost of those acquisitions was \$419,563. Mr. Kelly noted that Council would have to make an additional motion to authorize him to drawdown the funds from the bond proceeds for the purchase of the rights of way and that motion would need to be made in regular meeting.
5. Stacey Reichler, Dir. of Human Resources reported that the corrections to the town's revised Employee Manual had been made and asked Council to approve the manual during the regular meeting. Ms. Reichler noted that the manual had been changed to reflect VACO as the town's insurance representative as of July 1st.
6. Ms. Rosenbaum inquired if Council members felt they would benefit from some training on Sharefile which is the new program to load the Council packet. Council members agreed to meet on Monday, June 12th at noon and devote 30 minutes to training on how to open Sharefile.
7. Ms. Icenhour reported on the "Homestay" Ordinance, also commonly referred to as "Air BnB". Ms. Icenhour noted that there are 2 types of Homestay hosts and type A is where the host is present while patrons are staying in the residence and type B is where the host is not present while the occupants are staying. Mr. Craig inquired about a hosts need to comply with ADA regulations. Mr. Humphreys indicated that he would like for Council to review the Ordinance in its entirety at the June 12th mid-month meeting.
8. Matt Bolick, Dir. of Public Services/Construction reported that he had received

the contract from CHA for the design of the proposed sports complex on The Meadows property. Mr. Bolick noted that the timeline presented by CHA would include 30% plans by mid-July. Mr. Craig commented that the contract should be changed to reflect the AIA format. Ms. Patterson inquired how much CHA had been paid for the conceptual drawings of the sports complex.

9. Mr. Bolick presented the proposed redesign of the Exit 17 Smartscale project and Mr. Craig commented that he would like for Mr. Bolick to contact Davenport & Company to get their feedback as it relates to their recent Traffic Impact analysis for the town.
10. Mr. Bolick reported on several items that needed to be declared surplus and asked Council to authorize their sale on the online surplus site.
11. Mr. Craig inquired about the process for confirming newly hired department heads.
12. Mayor Lowe commented that there was a Proclamation on the agenda for the Garden Club and that Ms. Patterson would be handling that item during the meeting.
13. Mr. Craig commented that he would like to see the Park Street project move forward. Mr. Kelly noted that it appeared there may be VDOT funds available to help move this project along and he would keep Council up to date as he continues to work with VDOT. Mr. Craig commented that the Council needs to prioritize the replacement of sewer lines in town and set aside annual funds to do so. Mr. Craig also commented on the need for a committee to address the I and I issues that the town is facing relative to sewer capacity. Mr. Kelly reported that he would set up a committee known as the "Town Infrastructure Committee" to address the issues Mr. Craig mentioned and include the Park Street project. The committee members will include Mr. Craig, Mr. Howard, Mr. Kelly and town staff Mr. Kelly will appoint to the committee.

Mayor Lowe declared a 5-minute recess for Council and staff to reconvene in Council Chambers for the regular meeting.

Cathy C. Lowe, Mayor

Cecile Rosenbaum, Town Clerk

**TOWN OF ABINGDON
REGULAR COUNCIL MEETING
MONDAY, JUNE 5, 2017 – 7:30 PM
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

A Regular Council meeting of the Abingdon Town Council was held on Monday, June 5, 2017 at 7:30 p.m. in the Council Chambers of the Municipal Building.

A. WELCOME - Mayor Lowe

B. ROLL CALL – Cecile Rosenbaum, Town Clerk

Members of Council Present:

Mrs. Cathy C. Lowe, Mayor
Mr. Richard E. Humphreys, Vice Mayor
Mr. Robert M. Howard
Mrs. M. Cindy Patterson
Mr. J. Wayne Craig

Administrative/Town Staff:

Greg Kelly, Town Manager
Cecile Rosenbaum, Asst. Town Mgr/Town Clerk
Deb Icenhour, Town Attorney
C J McGlothlin, IT Department
Chuck Banner, Director of Finance
Stacey Reichler, Director or HR
John McCormick, Fire Chief
Kevin Worley, Dir. of Parks & Rec
Jayne Duehring, Dir. of Tourism
Matt Bolick, Dir. of Public Services/Const.
Jennifer Johnson/Melisha Wynne Dir. of Park/Rec
Kim Kingsley, Paralegal/Deputy Treasurer
Tonya Triplett, Comm. Development Coordinator
Jason Boswell, Code Enforcement Officer

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council member Cindy Patterson.

D. APPROVAL OF MINUTES

On motion by Mr. Humphreys, seconded by Mr. Howard, the Council, approved the minutes of the May 1, 2017 Work Session meeting, the May 1, 2017 Regular meeting, and the May 15, 2017 mid-month Work Session meeting minutes as presented.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

E. CONFIRMATION OF NEW TOWN DEPARTMENT HEADS

1. Consideration of confirmation of Jayne Duehring as Director of Tourism

On motion of Mr. Craig, seconded by Mr. Humphreys, Council members confirmed the hire of Jayne Duehring as the Director of Tourism for the Town.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

2. Consideration of confirmation of Matt Bolick, as Director of Public Services/Construction.

On motion of Mr. Howard, seconded by Ms. Patterson, Council members confirmed the hire of Matt Bolick as the Director of Public Services/Construction for the Town.

The roll call vote was as follows:

Mr. Craig	Aye
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Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

Mr. Kelly commented that Jason Boswell, Code Enforcement Officer and Tyler Vencill, Town Engineer had agreed to carry the duties of the Planning Department in addition to their regular positions. Mr. Kelly thanked both gentlemen for their willingness to assume this role and for their team spirit.

F. PROCLAMATION AND SPECIAL PRESENTATION

a. Proclamation Recognizing June 4-10 As National Garden Week

Cindy Patterson, Council Member presented the representatives of the Abingdon Garden Club with a Proclamation declaring June 4-10 as National Garden Week. Ms. Patterson also presented the group with documents that had belonged to her grandmother, Mrs. Debusk who was a member of the Garden Club and a floral judge for many years.

G. Public Comments

Residents who provided comments were:

- Stephen Jett, resident of Court Street, Abingdon
- Rich Macbeth, resident of Panorama Drive, Abingdon
- Jim Moore, resident of College Street, Abingdon
- Joe Levine, resident of Green Spring Road, Abingdon

H. PETITIONS, PUBLIC HEARINGS, AND FIRST READING OF ORDINANCES

1. **PUBLIC HEARING** – First Reading of Ordinance – Ordinance of the Council of the Town of Abingdon, Virginia Proposing a Real Property Tax Increase for the Fiscal Year 2017-2018

Greg Kelly, Town Manager reported that this Ordinance was before Council for consideration as Washington County had contracted for all properties to be reassessed for value as required every four (4) years. Mr. Kelly noted that the assessment totals increased thereby increasing the town's tax revenue. Mr. Kelly commented that it was important to note that the Council did not authorize a real property tax increase but the Ordinance was required because the reassessment values increased. Mr. Kelly confirmed the town's real property tax rate of \$.28 cents per \$100 would remain the same.

Mayor Lowe declared the public hearing open. Hearing no comments from the public, Mayor Lowe closed the public hearing.

Mr. Kelly noted that no action was required by Council and the Ordinance would be on the regular July agenda for second reading and adoption by Council.

2. **PUBLIC HEARING** – Consideration of proposed sale of property, 2,125 square feet or .049 acres, more or less, being a portion of Tax Map No. 012-2-28, currently owned by the Town of Abingdon, 133 West Main Street, Abingdon, Virginia.

Deb Icenhour, Town Attorney and Matt Bolick, Dir. of Public Services and Construction reported to Council that town resident Mike Edwards wished to purchase a small portion of property beside the tennis courts on Church Street for the sum of \$2,500. Ms. Icenhour noted that the matter was before Council for public hearing and recommended that Council approve the sale.

Mayor Lowe declared the public hearing open.

Mike Edwards asked Council to approve this sale.

Hearing no further comments, Mayor Lowe closed the public hearing.

On motion of Mr. Howard, seconded by Mr. Humphreys, Council approved the sale of property being 2,125 square feet or .049 acres, more or less, and being a portion of Tax Map No. 012-2-28, to Mike Edwards for the amount of \$2,500.

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

I. SECOND READINGS

1. **Consideration of General Fund & Sewer Fund Budget proposal for the Town of Abingdon, Virginia for the fiscal year beginning July 1, 2017 through June 30, 2018.**

Greg Kelly, Town Manager summarized the budget process and noted that this was the second reading before Council. Mr. Kelly noted that some changes by Council included a \$0.25 to \$0.35 cigarette tax increase; a \$2.00 solid waste per can increase; and a \$0.21 personal property tax increase, with all other tax rates and user fees remaining the same.

Mr. Kelly stated that the Town's hazardous duties employees will be enrolled in LEOS and the police officers have agreed to cover a larger portion of their health insurance to fund the program.

Mr. Kelly reported that it was important to note that the total general fund included \$6.5M for the Green Spring Road Realignment project.

Mayor Lowe read a certification from the Code of Virginia, 1950, as amended, Sec. 2.2-3112(A)(2) stating that she was "able to participate in the transaction fairly, objectively, and in the public interest". Mayor Lowe noted that she was an employee of the Virginia Highlands Small Business Incubator and that the Incubator received funding from the Town of Abingdon.

Mr. Craig inquired about the status of Incubator as it related to non-town employees receiving VRS benefits. Mr. Kelly noted that the town has asked VRS for an official opinion on the matter and to date have not heard from them. Mr. Kelly commented that the town will terminate the current process of facilitating benefits on behalf of the Incubator as soon as the VRS decision is received. Ms. Patterson commented that she was in favor of the Incubator but wanted all actions on their behalf to be done legally.

On motion by Mr. Humphreys, seconded by Mr. Howard, the Council approved the General Fund & Sewer Fund Budget as presented for the Town of Abingdon, Virginia for the fiscal year beginning July 1, 2017 through June 30, 2018.

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

J. CONSIDERATION OF BIDS – None.

K. REPORTS FROM THE TOWN MANAGER/ASSISTANT TOWN MANAGER

1. Consideration of authorization to drawdown bond funds for the cost of the wetlands mitigation and the acquisition of the right of way properties relative to the Meadows property.

Greg Kelly, Town Manager Mr. Kelly, Town Manager reported that the Meadows project was moving forward and the town was under a deadline of July 12th to purchase wetlands mitigation credits from The Nature Conservancy. Mr. Kelly noted that the cost of the credits was \$354,650 and it would be necessary for Council to authorize him to drawdown funds from the bond proceeds in that amount in order to purchase the credits. Mr. Kelly noted that the funds would be reimbursed to the town should circumstances arise that the credits were not needed. Ms. Patterson inquired who determined the cost of the credits needed for purchase. Mr. Kelly responded that Suzy Sidharta, Conservation Coordinator with The Nature Conservancy had provided the figure. Ms. Patterson commented that the amount was a sizeable and she wanted to see ballfields for the children.

On motion of Mr. Humphreys, seconded by Mr. Howard, the Council authorized Greg Kelly, Town Manager to drawdown bond funds in the amount of \$354,650, payable to The Virginia Aquatic Resources Trust Fund, for the purchase of wetland mitigation credits for The Meadows project.

Mr. Craig	Nay
Mrs. Patterson	Nay
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

Mr. Kelly noted that in addition to the wetlands mitigation credit purchase, it was necessary for Council to authorize him to drawdown funds to acquire the necessary rights of way needed for the Green Spring Road Realignment project. Mr. Kelly commented that the acquisition costs were \$419,563. Mr. Kelly asked that Council make their approval contingent upon the issuance of the permit by the Army Corps of Engineers and DEQ.

On motion of Mr. Howard, seconded by Mr. Humphreys, the Council authorized Greg Kelly, Town Manager to drawdown the amount of \$419,563 for the acquisition of rights of way needed for the Green Spring Road Realignment project contingent on the issuance of the permit for The Meadows Project by the Army Corps of Engineers/Department of Environmental Quality.

Mr. Craig	Nay
Mrs. Patterson	Nay
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

2. Consideration of award of contract to CHA for the design of the proposed sports complex on the Meadows property; authorization of the Town Manager to execute any and all documents associated with the contract; and to drawdown funds from the bond proceeds for payment to CHA for their services.

Greg Kelly, Town Manager commented that Councilman Craig, Councilman Howard, Mr. Kelly and town staff had assembled a committee to review the proposals received for the design of the sports complex on The Meadows property. Mr. Kelly noted that the Committee recommended the firm of CHA out of Blacksburg for the design services. Mr. Craig asked that the contract be reformatted to AIA standards and that the insurance premium be increased by CHA.

On motion of Mr. Humphreys, seconded by Mr. Howard, the Council awarded the design services for the sports complex project to the firm of CHA and authorized the Town Manager, Greg Kelly, to execute any and all documents associated with the contract and to drawdown funds from the bond proceeds for the payment of CHA for their services contingent upon the contract being reformatted to AIA standards and the increase of the insurance premium.

Mr. Craig	Aye
Mrs. Patterson	Nay
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

3. Consideration of Approval of the Employee Handbook

Stacey Reichler, Dir. of Human Resources commented that Council had reviewed the proposed Employee Handbook for town employees and all suggested changes had been made. Ms. Reichler noted that she had also made the changes in the handbook necessary to reflect that VACO would be the town's insurance carrier effective July 1, 2017.

On motion of Mr. Craig, seconded by Mrs. Patterson, the Council approved the Employee Handbook for town employees.

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

Mr. Humphreys thanked Ms. Reichler and Ms. Rosenbaum for their work in putting the new handbook together for review.

4. Consideration of approval of equipment to be sold as surplus.

Matt Bolick, Director of Public Services/Construction reported that several pieces of town equipment were no longer operational and could be declared surplus. Mr. Bolick noted the equipment consisted of a 1989 GMC Rear Load trash truck, a 2007 Exmark Zero Turn Mower, and a Vermeer Stump Grinder.

On motion of Mrs. Patterson, seconded by Mr. Humphreys, the Council approved the following items as surplus: a 1989 GMC Rear Load trash truck, a 2007 Exmark Zero Turn Mower, and a Vermeer Stump Grinder and authorized town staff to place them on the government surplus site for sale.

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

5. Consideration of moving the July Work Session and Regular Council meetings to July 10th, 2017.

On motion of Mr. Humphreys, seconded by Mr. Craig, Council agreed to move the July Work Session and Regular meetings to Monday, July 10, 2017.

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

L. RESOLUTIONS – None.

M. OLD BUSINESS OR MATTERS NOT COVERED AT WORK SESSION

N. APPOINTMENTS TO BOARDS AND COMMITTEES

On motion of Mr. Howard, seconded by Mr. Humphreys, Council members went into Closed Session pursuant to Section 2.2-3711(A)(1) of the Code of Virginia, 1950, as amended, for the purpose of discussing appointments to the Planning Commission and the Tourism Advisory Committee.

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

On motion of Mr. Humphreys, seconded by Mr. Howard, the Council reconvened in regular session.

The roll call vote was as follows:

Mr. Craig	Aye
------------------	------------

Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

Cecile Rosenbaum, Clerk, read the following certification to be adopted by the Council members:

WHEREAS, the Council of the Town of Abingdon, Virginia has convened in a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions set forth in the Virginia Freedom of Information Act; and

WHEREAS, Sec. 2.2-3712(D) of the Code of Virginia, 1950, as amended, requires a certification by the Town Council that such closed meeting was conducted in conformity with Virginia law; and

NOW THEREFORE, be it resolved, that the Council of the Town of Abingdon, Virginia hereby certifies that to the best of each member's knowledge (i) only public business matters lawfully exempted from an open meeting requirement by Virginia law were discussed in closed meeting to which this certification resolution applies and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Town Council.

The certification was as follows:

Mr. Craig	I so certify
Mrs. Patterson	I so certify
Mr. Howard	I so certify
Mr. Humphreys	I so certify
Mayor Lowe	I so certify

On motion of Mr. Howard, seconded by Mr. Humphreys, Council appointed Scott Wilson to serve on the Planning Commission for the unexpired term of Maggie Costello.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

On motion of Ms. Patterson, seconded by Mr. Humphreys, Council appointed Katie Blankenship as the business owner representative and Kathy Shearer as the Member at Large to serve on the Tourism Advisory Committee.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

Mayor Lowe inquired if Stephen Jett and Link Elmore would be willing to attend the Planning Certification classes if they were appointed to the Planning Commission.

Mayor Lowe read the announcements.

Mayor Lowe declared the meeting adjourned.

Cathy C. Lowe, Mayor

Cecile Rosenbaum, Town Clerk

**TOWN OF ABINGDON
MID-MONTH WORK SESSION
MONDAY, JUNE 12, 2017 – 12:00 noon
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

A mid-month work session of the Abingdon Town Council was held on Monday, June 12, 2017 at 12:00 noon in the Arthur Campbell Meeting Room of the Municipal Building.

A. WELCOME – Mayor Lowe

B. ROLL CALL – Cecile Rosenbaum, Town Clerk

Members of Council Present:

Mrs. Cathy C. Lowe, Mayor
Mr. Richard E. Humphreys, Vice Mayor
Mr. Robert M. Howard
Mrs. M. Cindy Patterson
Mr. J. Wayne Craig

Administrative/Town Staff:

Greg Kelly, Town Manager
Cecile Rosenbaum, Asst. Town Mgr/Clerk
Deb Icenhour, Town Attorney
Floyd Bailey, Dir. of IT
C J McGlothlin IT Department
Chuck Banner, Director of Finance
Stacey Reichler, Director or HR
Matt Bolick, Dir. of Public Services/Const.
Kim Kingsley, Paralegal/Deputy Treasurer
Jason Boswell, Code Enforcement Officer
Tyler Vencill, Town Engineer

1. Floyd Bailey, Director of Information Technology provided a training session on Sharefile, a new format for opening Council packets on i-pads. Mr. Bailey commented that if anyone wished to have more training, one on one, please let him know and he and the IT staff could accommodate that request.
2. Mr. Humphreys and Ms. Patterson both commented for the record that they were Bed and Breakfast owners in town and did plan to participate in the discussion of the Homestay Ordinance. Mr. Humphreys and Ms. Patterson both read the certification from the Code of Virginia, 1950, as amended, Sec. 2.2-3112(A)(2) stating that he/she was “able to participate in the transaction fairly, objectively, and in the public interest”.

3. Ms. Icenhour, Town Attorney presented Council with the proposed “Homestay” Ordinance, also known as “Air BnB”. Lengthy discussion ensued as Council members worked through each part of the proposed Ordinance. Council agreed that the Ordinance was ready for inclusion on the July 10th agenda for first reading and public hearing.
4. Mr. Kelly reported that he had confirmed that the town had Urban Construction Funds from VDOT that could be used to facilitate the Park Street project. Mr. Kelly noted that Council would have to provide a small percentage of a match that would total \$20,000. Mr. Kelly commented that the project had to begin before December 31, 2017 and staff would be working on the RFP for project scope before that deadline.
5. Mayor Lowe commented on the use of colorful umbrellas in the town’s walkable alley ways.
6. Mayor Lowe commented on the Virginia Highlands Festival’s plans to move the arts portion back to the Barter Green area. Discussion ensued relative to designating areas in town for artists to sell their work.
7. Ms. Icenhour noted that the mural commissioned by Abingdon Main Street was in need of maintenance to preserve the paint colors.
8. Councilman Howard requested that the town staff consider painting a stop sign on Russell Road at the intersection with Valley Street to assist traffic with stopping in the left lane.
9. Mr. Howard commented on the Board of Supervisors lack of appropriation of funding for Abingdon Fire Department in their annual budget. Discussion ensued regarding the number of calls the town’s department makes in the County. Mr. Craig commented that he would like to see action taken to make the funding situation more fair for the department.
10. Vice Mayor Humphreys declared the meeting adjourned.

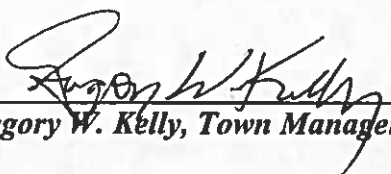
Cathy C. Lowe, Mayor

Cecile Rosenbaum, Town Clerk



NOTICE OF PUBLIC HEARING

The Town of Abingdon will hold a public hearing before the members of the Town Council at 7:30 p.m. on Monday, July 10, 2017, in the Council Chambers of the Town Hall, 133 West Main Street, Abingdon, Virginia, to receive comments from the public regarding an enactment of an Ordinance, Chapter 18 – Businesses – Article II – Licenses, §18-35 - §18-40 of Ordinances of the Town of Abingdon, Virginia. This notice is given pursuant to the Code of Virginia 1950, as amended, §15.2-1427 and §15.2-2204. A copy of the proposed ordinance is available for inspection in the Office of the Town Manager, Municipal Building, 133 West Main Street, Abingdon, Virginia.

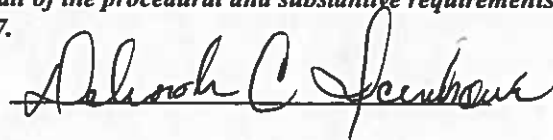

Gregory W. Kelly, Town Manager

Please advertise in Bristol Herald Courier under the Town of Abingdon Seal on:

Sunday, June 25, 2017

Sunday, July 2, 2017

I, Deborah C. Icenhour, Town Attorney for the Town of Abingdon, Virginia, do hereby acknowledge that this notice is true and correct in form and that it meets all of the procedural and substantive requirements set forth in the Town Code, this the 12th day of June, 2017.



Please send confirmation once advertisement has been completed, together with invoice, to Deborah C. Icenhour, Town Attorney, P. O. Box 789, Abingdon, Virginia 24212-0789.

ANNOUNCEMENTS

Special Notices

DRPT PUBLIC NOTICE The Virginia Department of Rail and Public Transportation (DRPT) is requesting public comment on its draft State Management Plans (SMP) for the following Federal Transit Administration (FTA) funded programs:

Section 5310 - Enhanced Mobility of Seniors & Individuals with Disabilities.
 Section 5311 - Formula Grants for Rural Areas.
 Section 5316 - Job Access and Reverse Commute
 Section 5317 - New Freedom
 Section 5339 - Buses and Bus Facilities Program

The SMP is a document that describes the state's policies and procedures in administering FTA programs. The SMP for the FTA Sections 5310, 5311, 5316, 5317, and 5339 programs can be found at <http://www.drpt.virginia.gov>. All comments for these draft plans can be submitted to drptpr@drpt.virginia.gov, until June 30, 2017 DRPT is committed to ensuring that no person is excluded from participation in, denied the benefits of its services, or subject to discrimination on the basis of race, color, national origin, age, sex, religion, disability or family status as protected by Title VI and Title VII of the Civil Rights Act of 1964. If you need special accommodations under the Americans with Disabilities Act (ADA), require translation services (free of charge), or would like additional information on DRPT's nondiscrimination policies and procedures, please visit the DRPT website at www.drpt.virginia.gov or contact the Title VI Compliance Officer, Mike Mucha, at (804) 786-6794, or by mail to 600 E. Main Street, Suite 2102, Richmond, VA 23219.

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Proposals, Requests For

ANNOUNCEMENTS

Yard and Estate Sales

Indoor (rain or shine) Estate Sale Saturday, June 24th, 7am-4pm. 13004 Lindell Road, Meadowview, VA. Garage tools, woodworking tools, furniture, mens/womens clothes, kitchen & household items.

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Miscellaneous for Sale

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NOTICE OF PUBLIC HEARING

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Gregory W. Kelly, Town Manager

Proposals, Requests For

INVITATION FOR BIDS

The Town of Damascus, Virginia requests sealed bids for construction of a multi-use trail and bridge. The Work includes but is not limited to installation of a pre-manufactured pedestrian bridge, bridge abutments, compacted gravel trail, bollards, guardrail, associated sitework, and safety measures. This project is funded by TEA-21 funds through VDOT and has DBE requirements.

A non-mandatory pre-bid meeting will be held at **11:00 a.m. on Thursday, July 13, 2017 at the Washington County Library and Visitor's Center located at 310 Water Street, Damascus, VA.**

Sealed bids will be received at **2:00 p.m. on Thursday, August 3, 2017 at the Town offices located at 208 West Laurel Ave, Damascus, VA.**

The Town of Damascus, Virginia reserves the right to reject any or all bids, to waive any informalities and to accept that bid deemed to be in the best interest of the Town. If the Bid is in the amount of \$10,000 or more, the BIDDER and the SUBCONTRACTORS must comply with the provisions of the Executive Order 11246, which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. BIDDERS must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on basis of race, color, creed, or national origin.

To receive detailed information for bidders, please contact:
 Hill Studio (540) 342-5263
 Amy Saunders at Hill Studio, asaunders@hillstudio.com
 Sandy Thompson at Hill Studio, sthompson@hillstudio.com

NOTICE TO ALL DBE/MBE/WBE CONTRACTORS/ALL SUPPLIERS

W-L Construction & Paving, Inc. will be accepting quotes for the following projects.

Mountain Empire Airport Project #31-51-0031
 Virginia Highlands Airport Project #3-51-0001

This project will be bid on Tuesday, June 27, 2017. All quotes for these projects needs to be submitted by 5:00 p.m. Monday, June 26th, 2017. You may fax your quotes to the W-L office at 276-646-8179. They may also be emailed to the following address: jnorman@w-lconstruction.com.

Should you have any questions concerning this project, please call 276-646-3804.

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276-628-8577

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1080 West Main Street Abingdon, VA
Mon - Sat, 10am to 6:30pm
Sun, 1pm to 6pm
276-525-1122

Lawn, Garden Equipment

JOHN DEER LA130. 21hp, 48" cut, sunshade, 580 hrs, well maintained, \$700. **276-669-5617**

Auctions

DEALER'S CHOICE LIVE PUBLIC AUCTION - Saturday July 8th @ 11am 2109 8th Ave South, Nashville, Tennessee 37204 - 615-383-7030 www.DealersChoiceAuction.com Barry Wilkinson /Auctioneer, TAL#2463 FL#1832

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Auctions

PUBLIC AUTO AUCTION JULY 1st @ 10 am. Repo's - Dealer Trades Ins - Public Owned. MAYCO Auctions - TN Firm #6090. Office # 731-424-0328 or Cell: 731-845-6015. www.MaycoAuctions.com for details. 105 Law Rd, Jackson TN 38305

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HOUSE, LOT & MULTIPLE GARAGES

29425 Hillman Highway, Meadowview, Virginia
Saturday, July 8, 2017 • 10:00 A.M.
The Estate of Edwin B. Jennell



This is a great opportunity to own a 1200 square foot, 3 bedroom, 1 bath brick ranch in Meadowview, Virginia! The house is a blank slate that is ready to be renovated or remodeled to your taste! The bathroom and kitchen have been partially demolished and are ready to be redone to your taste! The hardwood floors have been protected by carpet and are in great shape! There is also a full walk-out basement! The property also has a detached 24' x 24' 2 car garage and a detached 24' x 28' garage with room for a studio apartment above! The location is just seconds from Emory & Henry and I-81! It would be great as a rental or a permanent residence! It sells ABSOLUTE, you set the price.

DIRECTIONS: From I-81: Take Exit 24 (Meadowview), follow Rt. 80 West for .2 miles, turn right onto Hillman Hwy. (Rt. 609), go .5 miles to Auction on left.
TERMS: 5% down, balance @ closing.
INSPECTION: Sunday, July 2 from 2:00 to 3:00 P.M.

Please note under title X the purchaser of a single family residence has a maximum of 10 days to conduct a risk assessment or inspection of a structure built before 1978 for the presence of lead-based paint and/or lead based paint hazards. The date of the appearance of the first advertisement for this property begins this 10 day time period. Seller and Auction Company assume that purchaser has inspected structures situated on the property prior to bidding and that property is suitable for purchasers use. Purchasers should rely strictly upon their own judgement in bidding.

For Further Information Contact

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 Auctioneer
DAVID COUNTS
 Va. Auctioneer #0326
 Abingdon, Virginia
 (276) 628-8123

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 Marion, Virginia
 (276) 783-3444
 Fax (276) 628-8633

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Trustee Sales

NOTICE OF SUBSTITUTE TRUSTEES' SALE OF 713 CUMBERLAND STREET, BRISTOL, VA 24201

Pursuant to the terms of a Deed of Trust recorded on June 23, 2014 in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 595 Page 0156, Instrument # 140000836, Justin E. Wimmer and wife, Pamela Hendrickson-Wimmer, conveyed to Sandy Boy, Trustee, the hereinafter described real estate to secure the payment of a note in the original principal amount of \$32,000.00. Michael Page and Caroline Bruce were appointed Substitute Trustees by Substitution of Trustee recorded on June 10, 2017 in the Clerk's Office of the Circuit Court of the City of Bristol, Virginia, in Deed Book 627, Page 0682, Instrument # 140000836. Default has been made in the due on sale clause and other provisions of the Deed of Trust have been violated, and Eastman Credit Union, the holder of said indebtedness has declared the entire amount due and payable as provided in said Deed of Trust, and the Substitute Trustees have been directed to foreclose the Deed of Trust in accordance with the terms thereof, the public is hereby notified that the undersigned Substitute Trustees will sell the hereinafter described real estate at public auction, to the highest and best bidder, for cash in hand, on Wednesday, July 5, 2017 at 10:00 a.m. at the main entrance to the City of Bristol Courthouse in Bristol, Virginia at 497 Cumberland St, Bristol, VA 24201.

Located in the City of Bristol, Virginia, and further described as follows:

BEGINNING at a point in the middle of the rock wall on Cumberland Street one hundred four (104) feet, more or less, west from the north-west intersection of Johnson and Cumberland Streets, corner to property now belonging to Irene Latifé Howard; thence with the north side of Cumberland Street in a westerly direction sixty-two and one half (62 1/2) feet, more or less, to an alley; thence with the east side of said alley in a northerly direction one hundred four (104) feet, more or less, to the Gannon line (formerly belonging to Fannie J. Wolf); thence with the Gannon property in an easterly direction sixty-two and one half (62 1/2) feet, more or less, to a point in a rock wall, corner to said Howard property; thence in a southerly direction with said Howard line, one hundred four (104) feet, more or less, to the BEGINNING.

BEING the same property conveyed to Justin E. Wimmer and wife, Pamela Hendrickson-Wimmer, by Deed dated June 20, 2014, of record in the Office of the Clerk of the Circuit Court of the City of Bristol, Virginia in Deed Book 595, Page 0156, Instrument # 140000836.

Tax Map 27-1-7-8

The property will be sold "AS IS". The real estate will be conveyed by Special Warranty deed, subject to all rights, reservations, leases, covenants, conditions, easements and restrictions superior to the deed of trust as they may lawfully affect the real estate. Neither the Substitute Trustees nor the holder of the note secured by the deed of trust will deliver possession of the property to the successful bidder.

The purchaser at the sale will be required to pay all closing costs except the grantor's recording tax. If a party other than the holder of the note is the successful bidder real estate taxes will be assumed by the successful bidder and shall be paid at closing.

Additional terms may be announced at the sale.

Caroline Bruce, Substitute Trustee
 Michael Page, Substitute Trustee

Interested parties: David Robinson

FOR FURTHER INFORMATION CONTACT:

Shannon Bradshaw
 Foreclosure Coordinator
 Eastman Credit Union
 P.O. Box 1989
 Kingsport, TN 37660
 (423) 349-1279

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ANNOUNCEMENTS

Yard and Estate Sales

ESTATE YARD SALE
19080 Lee Hwy.,
Abingdon VA
Saturday July 1, 11am-6pm
Sunday July 2, 8am-5pm

HUGE MULTI-FAMILY YARDSALE!
Tons of baby clothes and toys!
Women's and Mens clothing and shoes!
HOUSEWARES, KITCHEN ITEMS, ANTIQUES and FURNITURE!
Re-doing all the decor on the inside of the house and everything must go!!
23306 Larwood Lane Bristol Virginia 24202 - Saturday July 1st from 8:00am- 3:00pm NOT STARTING before 8:00am!!!

MERCHANDISE

Miscellaneous for Sale

Central Boiler Outdoor Wood Furnace \$5490 for non residential use \$6690 for Residential.
1307 N. Main St.,
Marion, VA - 336-501-1618

Doodlebug Gardens Daylilies
Going out of business
Cheap prices! Buy one get one **FREE!** 423-538-3467

SAWMILLS from only \$4397.00-MAKE & SAVE MONEY with your own bandmill-Cut lumber any dimension. In stock ready to ship! FREE Info/DVD:
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Antiques

BETHEL SCHOOL HOUSE ANTIQUES
Huge Red Tag Sale
19407 Bethel Rd
Abingdon VA
Tue - Sat, 10am - 5pm
276-628-8577
Now Featuring: Swann-Craft
Primitives by Marty

The Antique Barn
1080 West Main Street
Abingdon, VA
Mon - Sat, 10am to 6:30pm
Sun, 1pm to 6pm
276-525-1122

Auctions

10th ANNUAL SUMMER AUCTION Customer Appreciation Fish Fry Saturday, July 15th, 2017 @ 9:00 am. Consign Now Monday thru Friday at 5930 Hwy 128 S Savannah, TN 38372. Give our office a call at 731-926-2486 or visit gsa-live.net

Call to Advertise in the Classifieds!

NATIONAL SUICIDE PREVENTION LIFELINE
1-800-273-TALK
www.suicidepreventionlifeline.org
Tennessee Suicide Prevention Network
"Saving Lives in Tennessee"
TTY line: 1-800-799-4TTY (4889)

Auctions

GET THE WORD OUT about your next auction! Save Time & \$\$\$.
One Call For All. Your ad can appear in this newspaper + 97 other TN newspapers. For more info, contact this newspaper's classified dept. or call 865-584-5761 ext. 117.

HUGE ANTIQUE AUCTION JULY 7TH
5330 5235 hwy 421s MT.CITY www.auctionzip.com #9694 over 100 pictures

FARM MART

Fresh Produce

Blueberries and Black Raspberries
After 230pm please
15335 Greenway Road Meadowview VA

RECREATION

Boats

14ft. fish and ski boat, 33 hp, outboard, trailer & accessories, excel cond. For pictures see Craig's List under tricities boats, Bonita. \$1900. 276-783-4251

Ranger 1991 361V: 150 Johnson, Ranger trailer, Lorange, Hummingbird \$5500. 423-764-4924



TVA approved Boat House (12'Wx32'L) Pvt Mstr Bdrm, living area, kitchenette. Pontoon Boat (for visiting neighbors/ exploring) Located on Holston Lake at Laurel Marina. **Asking Price \$65,000. Contact Buster (423) 943-1533**

Campers, Travel Trailers

Cabin A Expedition 2005 Tvl Tr.
Hard shell, 1 axle, lite wt, bath, kit, Queen bed, AC/heat. Excel cond.
\$7,500 OBO. 540-789-7173.

Motor Homes, RVs



Like new 2012 Winnebago Access Premier, 31 ft., full body paint, 6,100 mi, E-450 super duty engine, 1 lrg slide out, 2 televisions, queen bed, microwave/convection oven, leather sofa & chairs, reg. gas, plenty of storage inside and out, back up camera, no carpet, lrg electric awning, surround sound, 4000 watt Onan generator.
New Price \$59,900 FIRM
Call: 276-791-9193 or 276-791-5895 anytime

TRANSPORTATION

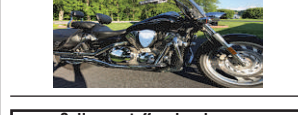
Auto for Sale

66 Mustang 289 auto 91,650 actual miles, new metallic blue paint, Pony package, AC, Runs like new! \$9,995
423-797-1700 or leave message

CHEVY 2002 S-10 5spd, 4cyl, bedliner, bedcover, TA Radial Tires, Nice Wheel Covers. Good Cond \$4000. 423-878-2938 or 423-217-7081

Motorcycles

2006 Honda VTX 1300c Exe cond, Extras, 22K m. \$3900. 276-739-7786

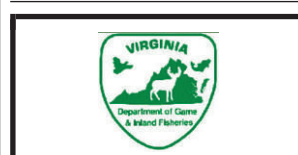


Sell your stuff and make some fast cash!

LEGAL ADS

Proposals, Requests For

Elizabethton Municipal Airport Runway 24-Extension, Tennessee Project ID: (2017 OAAF). Vic Davis Construction Inc. is accepting bids and proposals from all interested parties. WBE/DBE is encouraged to reply. Please contact Tyler Davis at 423-817-7338. Fax questions or proposals to 423-246-1627. Project bids Tuesday, July 11, 2017 at 1:00PM.



NOTICE OF INVITATION FOR BIDS

Sealed bids are invited for: Marion Hatchery Concrete Raceway Repairs project at 1910 Hatchery Drive, Marion, VA, 24354. Department of Game and Inland Fisheries Project No.: 403-13316-006. **Scope:** The project is generally described as raceway repairs including four raceway pond bottoms, eight retaining walls, two caps, four caps with infiltration barriers, sloping entrance ramp into each raceway. **Bid Deadline:** 1:00 pm, July 25, 2017 at VA Dept. of Game and Inland Fisheries Attn: Jenna Evers, VCCO 7870 Villa Park Drive PO Box 90778 Henrico, VA 23228

eVA registration required
A Bid Bond is required for bids over \$100K.
Pre-Bid conference - at 1910 Hatchery Drive, Marion, VA 24354 on July 14, 2017 at 10:00am
Attendance is Mandatory
Withdrawal of Bid due to error: Procedures per Section 2.2-4330, Code of Virginia
Invitation for Bids, including plans and specifications, are available by emailing Jenna Evers, jenna.evers@dgif.virginia.gov Phone (804) 367-9587

PUBLIC NOTICE

INVITATION FOR BIDS Intercom System

The Bristol Virginia Public School System is requesting bids for a new intercom system at Virginia High School. The sealed bid form must be in the Bristol Virginia School Board Office, 220 Lee Street, Bristol, VA 24201, no later than 2:00 p.m. Eastern Standard Time on Friday, July 28, 2017. No FAXED bid forms will be accepted. A complete copy of the Scope of Work for this solicitation may be obtained at www.bvps.org or by contacting Meghan Mangrum at 276-821-5624. An optional pre-bid walk-through will be held at the Virginia High School at 10:00 a.m. on Thursday, July 6, 2017. The Bristol Virginia School Board reserves the right to accept any bid and to reject any and all bids.

Motorcycles

2007 KAW-HANNIGAN 1600cc TRIKE
Sale or trade for motor home!
276-608-8087

Truck, Bus, Tractor Trailer

1987 Ford E-350 24 Passenger Bus
6.9 Diesel, automatic, power steering /brakes, front and rear heat/air, new tires, \$4495. OBO
Call 423-538-5174 from 8A - 5P, ask for Larry

1997 FORD RANGER XLT, 2.3L, Automatic Overdrive, AC, Power Steering /Brakes, 1 Owner, 68K mi, MUST SEE! \$3,995.00 423-538-5174 (8am - 5pm, ask for Larry)

Call to Advertise in the Classifieds!

Legal Notices



NOTICE OF PUBLIC HEARING

The Town of Abingdon will hold a public hearing before the members of the Town Council at 7:30 p.m. on Monday, July 10, 2017, in the Council Chambers of the Town Hall, 133 West Main Street, Abingdon, Virginia, to receive comments from the public regarding an enactment of an Ordinance, Chapter 18 - Businesses - Article II - Licenses, §18-35 - §18-40 of Ordinances of the Town of Abingdon, Virginia. This notice is given pursuant to the Code of Virginia 1950, as amended, §15.2-1427 and §15.2-2204. A copy of the proposed ordinance is available for inspection in the Office of the Town Manager, Municipal Building, 133 West Main Street, Abingdon, Virginia.

Gregory W. Kelly, Town Manager

TRANSPORTATION

Automotive-Wanted

\$\$\$ CASH \$\$\$
Wanted to buy cars & trucks for parts. Running, wrecked or junk! 423-335-0941

We pay top dollar\$ for Junk Cars, & Trucks. Fast Free Pkup. Call: 276-356-2889

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Outdoor Wood Furnace
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COMPLETE HERD DISPERSAL
◆ For FRED ANDIS - ABINGDON, VA
◆ 55 Females Total
◆ 40 Spring Pairs (Angus sired)
◆ 15 Will be heavy bred
90% Blacks & BWF
Mostly 5-7 Years Old
Good herd health program
• HERE'S A SUPER NICE SET OF MOMMA COWS.. THAT ARE FRONT YARD TYPE.
FRIDAY, JULY 7 • 2 PM
TRI-STATE LIVESTOCK MARKET
ABINGDON, VA
* Don't miss this opportunity on some great females*
Call 276-623-3623 or 276-210-5801 for more info

ANGUS BULLS FOR SALE

70 Bulls to choose from
Aging from 10-19 months old.
8 Short horn angus cross bulls
Starting at \$1500.00

Call Mike Anderson:
276-623-5900

Recycle Your Stuff for Cash in the Classifieds

Call or go online to browse, buy or sell!

HERALD COURIER

Call 276.645.2525 or go to HERALDCOURIER.com/classifieds.

CLASSIFIED ADVERTISING HOLIDAY DEADLINES
Due To the Independence Day Holiday, the following Advertising Deadlines will be in effect:

- IN COLUMN LINE ADS -

ADS FOR: **DEADLINE:**
WEDNESDAY, JULY 5 MONDAY JULY 3, 3:00 PM

- CLASSIFIED DISPLAY -

ADS FOR: **DEADLINE:**
WEDNESDAY, JULY 5 FRIDAY JUNE 30, 4:00 PM

★ THE CLASSIFIED ADVERTISING DEPARTMENT WILL BE CLOSED TUESDAY JULY 4, 2017 ★

**AN ORDINANCE OF THE COUNCIL
FOR THE TOWN OF ABINGDON, VIRGINIA
TO ENACT CHAPTER 18 - BUSINESS
ARTICLE VI., §18-35 - §18-40
HOMESTAY REGULATIONS**

WHEREAS, online brokers/marketplaces for travel and hospitality platforms, such as Airbnb, Craigslist, HomeAway, *et. al*, have been in existence in the United States for nearly a decade and use of same has grown exponentially and has begun to affect both global and local short stay rental markets; and

WHEREAS, being aware of same, the Council of the Town of Abingdon, Virginia has become concerned that its local hotels, motels and bed and breakfast establishments are being treated unfairly by being subjected to collecting and remitting municipal lodging taxes as well as being required to meet demands for business licensure, safety and insurance requirements while affiliates of said hospitality platforms or HomeStays are not; and

WHEREAS, Town officials have identified a considerable number of active HomeStay properties which are available on marketplace sites, have collected a list of same and have begun the contact process to introduce the ordinance to those who will be affected with instructions on compliance; and

WHEREAS, the General Assembly of the Commonwealth of Virginia has finally settled with a satisfactory statute on this matter after working the past several sessions to come up with a legislative product that would guide, enable and authorize its local governments to better add equality to the hospitality playing field by devising and planning its strategy for organizing and managing local HomeStay operations in the interests of the health, safety and welfare of the citizens and tourists of the Commonwealth and localities, respectively; and

WHEREAS, the Council of the Town of Abingdon, Virginia desires to join and participate in imposing a statewide scheme to support its business model and to demonstrate to the General Assembly of the Commonwealth its ability to manage at the local level; and

WHEREAS, this local government ordinance, authorized through the passage of bills through the Virginia House and Senate (namely, HB 1268 and SB 1578) during the 2017 Legislative Session and signed into law by Governor McAuliff in March of 2017, has been drafted to add to the Code of Ordinances for the Town of Abingdon by its Council and shall be placed within Chapter 18 – Business, Article VI., §18-35 - §18-40.; and

WHEREAS, Virginia localities need to utilize this authority successfully because continued future attempts in the legislature will be made to pre-empt local authority to manage.

Section 18-35. - Definitions.

As used in this article, unless the context requires a different meaning, terms used herein shall be defined as follows:

- **Booking transaction** means any transaction in which there is a charge to a transient by a host for the occupancy of any dwelling, sleeping, or lodging accommodations.
- **Hosting platform** means any person or entity that is not a host but facilitates reservations or collects payments for any booking transaction on behalf of a host through an online digital platform, such as Airbnb, *et al.*
- **Guest or transient** means a person who occupies a HomeStay unit.
- **HomeStay** means the accessory or secondary use of a residential dwelling unit or a portion thereof by a host to provide room or space that is intended for short term transient rental purposes in exchange for a charge for the occupancy. The primary use of the HomeStay unit shall remain residential and owner inhabited. For each booking transaction, all applicable taxes must be collected and remitted to the Town of Abingdon as required by Article V, Lodging Tax, §66-146. by the host. Such accessory or secondary use shall not create a landlord/tenant relationship.
- **Host** means the person who is the primary resident of a HomeStay unit offered for HomeStay lodging. In determining compliance with these regulations, the host has the burden of demonstrating that the dwelling unit is owner occupied and is his or her primary residence.
- **Primary resident** means the owner of the HomeStay unit who occupies the property as his or her principal place of residence and domicile.
- **Residential dwelling unit** means a residence where one (1) or more persons maintain a household.
- **Short-stay rental** means the provision of a room or space suitable for sleeping or lodging for less than 30 consecutive days in exchange for a charge for the occupancy.
- **Type A rentals** means rentals where the host is present during the HomeStay and no more than two (2) bedrooms of the HomeStay unit are rented.
- **Type B rentals** means all other rentals, including ones where more than two (2) bedrooms of the HomeStay unit are rented or the host is not present during the stay.

Section 18-36. - Registration and other requirements.

- (a) No host shall operate a HomeStay unit or advertise a residential property for HomeStay use without the host first having registered with the departments of Business; Planning/Zoning and Building in the Town of Abingdon Offices at 133 W. Main Street, Abingdon, Virginia. Upon the applicant's initial visit with the Town offices, he/she will be furnished with a packet which will contain registration materials and forms.
- (b) The registration form and packet shall require the following information/response from applicant:
- 1) The complete contact information of the host, including name, telephone number, address, and email address of the host;
 - 2) Proof of ownership of primary residence.
 - 3) Payment of \$25 administrative fee beginning October 1, 2017.
 - 4) State tax ID information and/or social security number;
 - 5) Completion of a Town's business license application;
 - 6) Complete information regarding physical description of space which will be made available for HomeStay use, including proximity to neighbors, shared driveways or parking, etc;
 - 7) Planning/Zoning and Building approval;
 - 8) Official insurance coverage information and proof with regard to the HomeStay unit, the host and the guests; and
 - 9) If the HomeStay unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the registration application.
- (c.) Additional initial reminders/requirements shall include the following:
- 1) Signs, advertising, or any other exterior display on the property indicating that the HomeStay unit is being utilized, in whole or in part, as a HomeStay are not permitted;
 - 2) The host shall register with the Finance Department to collect and remit the Town's transient lodging tax as set forth in Article V, Lodging Tax, §66-146;
 - 3) **A host may register and operate only one (1) residential dwelling unit as a HomeStay in the Town;**
 - 4) The registration shall be valid January 1st (or from whatever date the registration first occurs) through December 31st of the calendar year, and shall be renewed annually, on or before March 1st;
 - 5) A valid registration will permit a maximum ninety (90) days of type A and type B rentals in each calendar year. Of these ninety (90) days of rentals, no more than thirty (30) days may be type B rentals. On each lodging tax return form filed with the Treasurer, the number of type A and type B rentals shall be listed
 - 6) Said current safety issues must be made available and convenient to every room made available to guests, in the path of either ingress or egress within the sleeping room, including basements;

- 7) Interior directional "EXIT" signs;
- 8) Any sleeping area must have one (1) other adequate method of egress or escape beyond the entrance point;
- 9) Posted information regarding proper trash/garbage disposal;
- 10) Posted placard with full contact information regarding owner;
- 11) For purposes of Alcohol Beverage Control Act, HomeStay certain property rented on a short-term basis is considered a bed and breakfast establishment for purposes of Alcohol Beverage Control licensing and that the exception from Alcohol Beverage Control licensing for serving alcoholic beverages to guests in a residence does not apply if the guest is a short-term lessee of the residence.

Section 18-37. - Safety.

- (a) Prior to opening to the public, each host shall comply with all current safety issues, including but not limited to Underwriters Laboratory standards for smoke alarms and carbon monoxide detectors as follows:
 - 1) In all sleeping areas;
 - 2) In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit;
 - 3) In each story within the sleeping unit, including basements;
- (b) Any/all sleeping areas must have one (1) other adequate method of egress beyond the entrance point.
- (c) As part of the registration process, the host shall certify that the HomeStay unit meets the requirements of this section. The registration forms shall also provide that, as part of the registration, the host is agreeing to permit inspections of the home (at reasonable times and after notice has been provided) to address complaints. The failure to permit such an inspection is grounds for registration suspension.

Section 18-38. - Use regulations.

- (a) No recreational vehicles, buses, or trailers shall be parked on the adjoining or adjacent streets in conjunction with the HomeStay use. No commercial event, weddings and/or receptions shall be held during the stay.
- (b) The dates for trash and recycling collection shall be posted prominently in the HomeStay unit.
- (c) During each stay at the HomeStay unit, a principal guest shall be designated as the contact person for town officials in the event of safety or behavioral issues at the unit. The host shall provide this information upon request to authorized town officials.

- (d) The host shall not permit occupancy of a HomeStay unit for a period of less than twenty-four (24) hours.
- (e) The name and telephone number of the host or the host's responsible party shall be conspicuously posted within the HomeStay unit. The host shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental to address any problems associated with the HomeStay unit.
- (f) The principal guest of a HomeStay unit shall be at least eighteen (18) years of age.
- (g) The maximum number of adult guests in a HomeStay unit is **limited to six (6)**.
- (h) Hosts, guests and third parties shall be subject to and shall adhere to all federal, state and local ordinances statutes and/or applicable laws.

Section 18-39. - Registration suspension or cancellation.

- (a) A registration may be suspended or cancelled for the following reasons:
 - 1) Failure to collect and/or remit the transient occupancy tax.
 - 2) Three (3) or more substantiated complaints (including, but not limited to, parking on grass, noise, excess trash) within a twelve-month period.
 - 3) The failure of any HomeStay host to maintain his or her principal place of residence or domicile at the dwelling unit used as a limited residential lodging.
- (b) Before any suspension or cancellation can be effective, a duly designated officer of the town shall give written notice to the HomeStay host. The notice of suspension or cancellation issued under the provisions of this chapter shall contain:
 - 1) A description of the violations constituting the basis of the suspension or cancellation;
 - 2) If applicable, a statement of acts necessary to correct the violation; and
 - 3) A statement that if no request for a hearing is made within ten (10) days from the date of the notice, the registration will be suspended or cancelled;
- (c) The notice shall be given to the host by delivering a copy of the notice in person. If the host cannot be found, such notice shall be sent by:
 - 1) Certified mail or e-mail to the addresses in the registration form; and
 - 2) A copy of the notice shall be posted in a conspicuous place on the premises.
- (d) If requested, a hearing shall be held before the Town Manager and/or his designee. It is the burden of the host to demonstrate, by a preponderance of the evidence, why the suspension or cancellation should not go into effect. The decision of the Town Manager and/or his designee may be appealed to the town council.

Section 18-40. - Penalty.

It shall be unlawful to operate a HomeStay without registering as required by this article, after a registration has been suspended or cancelled or in violation of any other requirement of this article; the penalty shall be a fine of Two-hundred and fifty dollars (\$250.00) for the first occurrence and Five-hundred dollars (\$500.00) for each subsequent occurrence thereafter payable to the Treasurer for the Town of Abingdon.



**AN ORDINANCE OF THE COUNCIL
OF THE TOWN OF ABINGDON, VIRGINIA
PROPOSING A REAL PROPERTY TAX INCREASE
FOR THE FISCAL YEAR 2017-2018**

WHEREAS, the Code of Virginia 1950, as amended, §58.1-3255 requires that all real property is assessed at fair market value at least every four (4) years to assure that each property is valued fairly and that property taxes are calculated using the assessed value and the tax rate; and

WHEREAS, as required by the Code of Virginia 1950, as amended, Washington County Virginia conducted a general reassessment in 2016; and

WHEREAS, based upon the aforementioned, the Council for the Town of Abingdon, Virginia proposes to increase property tax levies for the Fiscal Year 2017-2018 as set forth hereunder; and

WHEREAS, the Town Council of Abingdon, Virginia expects to review and make necessary modifications to its FY 2017-2018 budget, in the Town's best financial interest, basing same upon the aforementioned projected tax revenue increase; and

WHEREAS, a public hearing was advertised and conducted on May 1, 2017, in accordance with Section 58.1-3321 of the Code of Virginia, 1950, as amended, concerning the increased property tax levies for the Fiscal Year 2017-2018, as are set forth herein; and

WHEREAS, the first reading of this Ordinance was held by the Council of the Town of Abingdon, Virginia on June 5, 2017.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Abingdon, Virginia, pursuant to Section 58.1-3321, *et seq.*, of the Code of Virginia, 1950, as amended, the following Ordinance:

1. Assessment Increase: The total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by four and ninety-five percent (4.95%)
2. Lowered Rate Necessary to Offset Increased Assessment: The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total

assessed value of real estate, with the exclusions set forth in the Code of Virginia, 1950, as amended, §58.1-3321, would be \$0.2668 per \$100 of assessed value, or the “lowered tax rate”.

3. Effective Rate Increase: The Town of Abingdon proposes to adopt a tax rate of \$0.28 per \$100 of assessed value. The difference between the lowered tax rate and the proposed rate would be \$0.132 per \$100, or 4.95%. This difference will be known as the “effective tax rate increase”. Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. Proposed Total Budget Increase: Based on the proposed real property tax rate and changes in other revenues, the total budget of the Town of Abingdon will exceed last year’s budget by 0.328 percent, subject to any applicable adjustments made by the Council prior to final adoption of the FY 2017-2018 budget.

BE IT FURTHER ORDAINED that this Ordinance of adoption of real property tax increase for the Fiscal Year 2017-2018 shall take effect on the ____ day of July, 2017.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, Virginia, I hereby certify that I have reviewed the foregoing proposed Ordinance proposing a real property tax increase for the Fiscal Year 2017-2018 of the Town of Abingdon to reflect the foregoing amendments, modifications and additions and find it to be in the correct form this the ____ day of May, 2017.

____ Deborah C. Icenhour
Town Attorney for the Town of Abingdon,
Virginia

This ordinance was adopted on the ____ day of July, 2017 to take effect on the ____ day of _____, 2017.

Cathy Lowe, Mayor
Town of Abingdon, Virginia

The undersigned clerk of the Town of Abingdon, Virginia (the “Town”), hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on June 5, 2017. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution was as follows:

MEMBERS	ATTENDANCE	VOTE
Cathy Lowe, Mayor		
Richard E. Humphreys, Vice Mayor		
Robert M. Howard		
Wayne Craig		
Cindy Patterson		

WITNESS MY HAND and the seal of the Town of Abingdon as of the ___ day of June, 2017.

(SEAL)

Clerk, Town of Abingdon

Town of Abingdon
Information Technology Department



Hyper-Converged Server/Storage Upgrade
Overview and Quotes

	Cisco HyperFlex	Nutanix (4 Node)	Nutanix (3 Node)	
Server	\$137,842.00	\$151,308.24	\$118,111.44	Pricing
Switching	\$18,816.00	\$15,346.00	\$15,346.00	
CDWG Vmware	\$10,800.00	\$10,800.00	\$10,800.00	
Exchange	\$16,358.00	\$14,336.00	\$14,336.00	
BCTI Labor	\$33,000.00	\$33,000.00	\$33,000.00	
Total	\$216,816.00	\$224,790.24	\$191,593.44	
Total without labor	\$183,816.00	\$191,790.24	\$158,593.44	
Vendor	BCTI	CDWG	CDWG	
Nodes	4	4	3	Specs
Switches	2 - Cisco Nexus 3524x	2 - Cisco Nexus 3524x	2 - Cisco Nexus 3524x	
Processors	2 - 2.2 Ghz, 10 Core, 20MB Cache	2 - 2.4 GHZ, 10 Core, 25 MB Cache	2 - 2.4 GHZ, 10 Core, 25 MB Cache	
Memory	256G/Node	256G/Node	256G/Node	
Storage	16.19 Usable 25-31.5 after Compression	20 Usable 30 after Compression	15 Usable, 22.5 After Compression	
Disk Bays Used	11 of 24 Disk Bays Used	24 of 24 Disk Bays Used	18 of 24 Disk Bays used	
Storage Expandable	Yes	No	No	
Method of Expansion	Add Drives to Existing Nodes	Can only add another node and chassis	Can only add another node	
End of Sale	3-5 Years	No Time Table	No Time Table	
End of Service	5 Years after EOS	7 Years	7 Years	

Cisco
HyperFlex

Quoted by:

Bailey Computing Technology Incorporated (BCTI)
Johnson City, Tennessee

From: Cyndee Purdy-Godsey
To: [C.J. McGlothlin](#); [Floyd Bailey](#)
Subject: [BULK] Town of Abingdon
Date: Tuesday, June 20, 2017 3:54:49 PM
Attachments: [image001.png](#)
[Town of Abingdon - Cisco Hyperflex - 06-19-17.pdf](#)
Importance: Low

Please find attached the revised quote with a Nexus 3K and 9K option. I have also forwarded the email from Cisco below regarding the performance and difference between both options.

Cyndee Purdy-Godsey

Account Executive

BCTI

Phone: 423.283.0543

Cell: 423-943-8504

Email: cpurdy-godsey@bcti.com

From: Jamie Ellis (jamielli) [<mailto:jamielli@cisco.com>]
Sent: Monday, June 19, 2017 7:23 PM
To: Cyndee Purdy-Godsey <cpurdy-godsey@bcti.com>; Margaret Dillard (margdill) <margdill@cisco.com>
Cc: Jacob Gray (jacgray) <jacgray@cisco.com>; Kyle Jaeger (kyjaeger) <kyjaeger@cisco.com>
Subject: Re: TOA

Hey Cyndee,

Thanks for reiterating your concerns about the switching options. I confirmed with our engineers once again. The Nexus 3Ks are low-latency switches that some of our most enterprise customers use for high-frequency trading. Compared to the Catalyst switches originally proposed, they will certainly have the performance to support your environment.

Once again, these are not typically core switches, which is why Jacob recommended the 9Ks. They are not future-proofed in terms of features and roadmaps, but the 3Ks has one of the best price-to-performance ratios in our portfolio and should be fine. Let us know what else you need. Thanks.

Loyally,
Jamie

Jamie Ellis || Data Center Specialist
jamielli@cisco.com || (267) 615-3942



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PO Box 8456
 Gray, TN 37615
 Ph: (423) 283-0543 Fax: (423) 282-8887

QUOTE	
Date:	6/19/2017

NETWORKING • TRAINING • DEVELOPMENT

Quote **Cisco HyperFlex Converged Infrastructure Solution**
 Prepared For: **Converged Infrastructure**
 Account Exec: **Cyndee Purdy-Godsey**
 Prepared By: **Chase Boles, CCDP**

Item #	Qty	Description	Unit Price	Total Price
		Overview: 4 Hosts (each with 256GB RAM, 2 Sockets and 20 Cores, 11 x 1.2TB SAS Drives,	-	-
		1 x 1.6TB SSD - Ent. Perf. Caching, 1 x 120GB SSD H-Flex, 2 x 64GB SD - Boot), 4 x 10GB to Switches,	-	-
		Cisco HyperFlex HX Software, 5 Year of Maintenance/Subscriptions	-	-
1	1	UCS SP HX240c Capacity + Addnl 2xFl reqd	-	-
2	2	UCS SP Hyperflex System 6296 FI w/ 18p LIC	5,863.00	11,726.00
3	10	SMARTNET 8X5XNBD UCS SP Hperflex System 6296 FI w/ 18p LIC	882.00	8,820.00
4	2	UCS 6296UP Chassis Accessory Kit	-	-
5	2	UCS Manager v3.1 for HyperFlex	-	-
6	6	UCS 6200 Series Expansion Module Blank	-	-
7	8	UCS 6296UP Fan Module	-	-
8	8	10GBASE-SR SFP Module	-	-
9	8	8 Gbps Fibre Channel SW SFP+, LC	-	-
10	4	UCS 6296UP Power Supply/100-240VAC	-	-
11	4	(Not sold standalone) UCS SP HX240c w/2xE52630v4,8x32Gmem	15,828.00	63,312.00
12	20	SNTPC 8X5XNBD UCS SP HX240c Hyperflex System w/2xE52609v4,8x3	597.00	11,940.00
13	8	2.20 GHz E5-2630 v4/85W 10C/20MB Cache/DDR4 2133MHz	-	-
14	32	32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v	-	-
15	44	1.2 TB 12G SAS 10K RPM SFF HDD	-	-
16	4	120 GB 2.5 inch Enterprise Value 6G SATA SSD (boot)	-	-
17	4	1.6TB 2.5 inch Ent. Performance 6GSATA SSD(3X endurance)	-	-
18	4	Right PCI Riser Bd (Riser 1) 2onbd SATA bootdrvs+ 2PCI slts	-	-
19	4	Cisco UCS VIC1227 VIC MLOM - Dual Port 10Gb SFP+	-	-
20	8	64GB SD Card for UCS Servers	-	-
21	8	1200W / 800W V2 AC Power Supply for 2U C-Series Servers	-	-
22	8	Heat sink for UCS C240 M4 rack servers	-	-
23	8	10GBASE-CU SFP+ Cable 3 Meter	-	-
24	4	Cisco 12Gbps Modular (non-RAID) SAS HBA	-	-
25	4	Factory Installed - vSphere SW (End user to provide License)	-	-
26	4	Factory Installed - VMware vSphere6 Fnd SW Download	-	-
27	4	Cisco HyperFlex HX Data Platform SW Subscription 5 Yr v2.0	10,511.00	42,044.00
			-	-
		TOTAL		\$ 137,842.00

NOTE: Unless otherwise stated pricing includes shipping, handling, and delivery to customer site. Pricing does not include sales tax. Organizations exempt from sales tax must provide a copy of their exemption certificate. A minimum of 75% down payment is required for all orders. Pricing for labor is tiered and based on the skills required to perform the work. Tier pricing ranges from \$105 to \$175/hr weekdays (8:00am-5:00pm), weekends and after business hours are billed at 1.5 times, holidays at 2 times, unless otherwise noted. Service, travel, and remote support will be billed in 15 min increments with a one hour minimum for onsite service. This quote is confidential and not to be shared, copied, or distributed outside the organization named on this quote. Pricing is valid for 30 days unless changed by the manufacturer.

Please sign and return this document to process items as an order.

Authorized Signature: _____

Signature confirms acceptance of above terms, prices and conditions.

Nutanix

Quoted by:

CDW Government

Reston, Virginia

From: Nicole Tuzzolino
To: [C.J. McGlothlin](#)
Subject: Nutanix
Date: Wednesday, June 21, 2017 7:13:17 AM
Attachments: [image001.png](#)

He didn't send a PDF, but he did send this!

4 nodes =

30TB effective capacity WITH 1.5X storage efficiency (Compression, Dedupe turned on)
20TB effective capacity with NO storage efficiency being utilized

3 nodes =

22.5TB effective capacity WITH 1.5X storage efficiency (Compression, Dedupe turned on)
15TB effective capacity with NO storage efficiency being utilized

Nicole Tuzzolino

Senior Account Manager | [CDW-G](#)

Phone: 866.850.5223 | Fax: 847.990.8124 | Mobile: 301.448.0243





NX-3360 w/ 256GB RAM Proposal



Prepared For: Town of Abingdon
 Customer #: 1481471
 Attention: CJ McGlothlin
 Project:
 Date: 6/15/2017

Submitted By: Nicole Tuzzolino
 Senior Account Manager
 Phone: (203) 851-7147
 E-Mail: nicotuz@cdwg.com
 Quote #:

	Qty.	Part Numbers	Description	Unit Sell	Extended Sell	
Hardware	1	NX-3360-G5-11150	NX-3360-G5-11150 3 NODES	\$62,344.80	\$62,344.80	
	6	C-CPU-2640V4	INTEL XEON PROCESSOR 2.4GHZ 10-CORE BROADWELL E5-2640 V4 25M	\$0.00	\$0.00	
	12	C-HDD-2TB-2.5	2TB 2.5 HDD	\$0.00	\$0.00	
	6	C-SSD-1920GB-2.5-C	1.92TB 2.5IN SSD	\$0.00	\$0.00	
	3	C-NIC-10G-2-SI	10GBE DUAL SFP+ SI NETWORK ADAPTER	\$0.00	\$0.00	
	1	C-CBL-NONE	SPARE CABLE	\$0.00	\$0.00	
	24	C-MEM-32GB-DDR4-2400	32GB DDR4 MEMORY MODULE	\$0.00	\$0.00	
	2	EDU-C-ADM5-OLPLUS	PLATFORM ADMINISTRATION 5.0 ONLINE PLUS CURRICULUM	\$561.12	\$1,122.24	
				Hardware Total:	\$63,467.04	
Software	3	L-PRO-3060-G5	LICS PRO FOR NX-3060-G5	\$3,464.16	\$10,392.48	
					Software Total:	\$10,392.48
Support	1	S-PRD-3060-G5-5YR	5YR PRDCTN SYS SUP FOR NX-3060-G5	\$39,261.60	\$39,261.60	
					Support Total:	\$39,261.60
Services	3	CNS-INST-1-NC	NUTANIX CONSULTING DELIVERED NUTANIX CLUSTER DEPLOYMENT	\$1,413.44	\$4,240.32	
	1	CNS-T&E-NC	T&E PRICED PER UNIT ESTIMATE COUNT BY PROJ LOC & DURATION	\$750.00	\$750.00	
					Services Total:	\$4,990.32
					Extended Sell	
					Solution Total:	\$118,111.44

Prepared By: Andrew Wall (Solution Architect)
 Prices are contingent on final pricing approval from Manufacturer
 Quote provided based on specification provided by customer. No workload validation has been done.
 The terms and conditions provided on this link apply: <http://www.cdwg.com/content/terms-conditions/default.aspx>
 Applicable Taxes and Shipping not shown.



NX-3460 w/ 256GB RAM Proposal



Prepared For: Town of Abingdon
 Customer #: 1481471
 Attention: CJ McGlothlin
 Project:
 Date: 6/15/2017

Submitted By: Nicole Tuzzolino
 Senior Account Manager
 Phone: (203) 851-7147
 E-Mail: nicotuz@cdwg.com
 Quote #: 1111378

	Qty.	Part Numbers	Description	Unit Sell	Extended Sell
Hardware	1	NX-3460-G5-11150	NX-3460-G5-11150 4 NODES	\$77,576.80	\$77,576.80
	8	C-CPU-2640V4	INTEL XEON PROCESSOR 2.4GHZ 10-CORE BROADWELL E5-2640 V4 25M	\$0.00	\$0.00
	32	C-MEM-32GB-DDR4-2400	32GB DDR4 MEMORY MODULE	\$0.00	\$0.00
	16	C-HDD-2TB-2.5	2TB 2.5 HDD	\$0.00	\$0.00
	8	C-SSD-1920GB-2.5-C	1.92TB 2.5IN SSD	\$0.00	\$0.00
	4	C-NIC-10G-2-SI	10GBE DUAL SFP+ SI NETWORK ADAPTER	\$0.00	\$0.00
	1	C-CBL-NONE	SPARE CABLE	\$0.00	\$0.00
	2	EDU-C-ADM5-OLPLUS	PLATFORM ADMINISTRATION 5.0 ONLINE PLUS CURRICULUM	\$561.12	\$1,122.24
Hardware Total:					\$78,699.04
Software	4	L-PRO-3060-G5	LICS PRO FOR NX-3060-G5 Product stocked by manufacturer. Delivery times vary.	\$3,464.16	\$13,856.64
Software Total:					\$13,856.64
Support	1	S-PRD-3060-G5-5YR	5YR PRDCTN SYS SUP FOR NX-3060-G5 Product stocked by manufacturer. Delivery times vary.	\$52,348.80	\$52,348.80
Support Total:					\$52,348.80
Services	4	CNS-INST-1-NC	NUTANIX CONSULTING DELIVERED NUTANIX CLUSTER DEPLOYMENT	\$1,413.44	\$5,653.76
	1	CNS-T&E-NC	T&E PRICED PER UNIT ESTIMATE COUNT BY PROJ LOC & DURATION	\$750.00	\$750.00
Services Total:					\$6,403.76
Solution Total:					\$151,308.24

Extended Sell

Prepared By: Andrew Wall (Solution Architect)
 Prices are contingent on final pricing approval from Manufacturer
 Quote provided based on specification provided by customer. No workload validation has been done.
 The terms and conditions provided on this link apply: <http://www.cdwg.com/content/terms-conditions/default.aspx>
 Applicable Taxes and Shipping not shown.

**VMware
&
Microsoft Exchange 2016**

Quoted by:
CDW Government
Reston, Virginia

QUOTE CONFIRMATION



DEAR CJ MCGLOTHLIN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HZHT106	6/1/2017	EXCHANGE	1481471	\$12,798.99

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS GSA EXCH SRV STD 2016 Mfg. Part#: 312-04372 Electronic distribution - NO MEDIA Contract: CDW-G GSA Schedule (GS-35F-0195J)	1	3845876	\$494.99	\$494.99
MS GSA EXCH STD 2016 UCAL Mfg. Part#: 381-04439 Electronic distribution - NO MEDIA Contract: CDW-G GSA Schedule (GS-35F-0195J)	200	3845878	\$61.52	\$12,304.00

PURCHASER BILLING INFO		SUBTOTAL	\$12,798.99
Billing Address: TOWN OF ABINGDON ACCOUNTS PAYABLE PO BOX 789 ABINGDON, VA 24212-0789 Phone: (276) 628-3167 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$12,798.99
		DELIVER TO	
Shipping Address: TOWN OF ABINGDON CJ MCGLOTHLIN PO BOX 789 ABINGDON, VA 24212 Phone: (276) 628-3167 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G SALES CONTACT INFORMATION



Joe Barese

(866) 819-6497

josebar@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR CJ MCGLOTHLIN,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HZHT032	6/1/2017	VMWARE	1481471	\$10,800.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMware vSphere Standard (v. 6) - license Mfg. Part#: VS6-STD-F-L1 UNSPSC: 43232302 Electronic distribution - NO MEDIA Contract: Standard Pricing	6	3658639	\$900.00	\$5,400.00
FED VMWARE VSPH STD 1P PSS 3Y Mfg. Part#: VS6-STD-3P-SSS-F Electronic distribution - NO MEDIA Contract: Standard Pricing	6	3658669	\$900.00	\$5,400.00

PURCHASER BILLING INFO		SUBTOTAL	\$10,800.00
Billing Address: TOWN OF ABINGDON ACCOUNTS PAYABLE PO BOX 789 ABINGDON, VA 24212-0789 Phone: (276) 628-3167 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$10,800.00
		DELIVER TO Shipping Address: TOWN OF ABINGDON CJ MCGLOTHLIN PO BOX 789 ABINGDON, VA 24212 Phone: (276) 628-3167 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Nicole Tuzzolino (866) 850-5223 nicotuz@cdwg.com
--	--

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
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First Bank
& Trust Company

Member FDIC

P.O. Box 1008 • Abingdon, VA 24212 • 276-623-0128 • Fax: 276-623-0510

June 30, 2017

Mr. Chuck Banner
Director of Finance
Town of Abingdon
P. O. Box 789
Abingdon, VA 24212

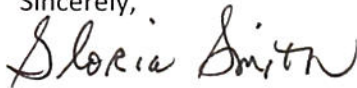
Dear Chuck:

We appreciate the opportunity afforded us to provide the Town of Abingdon, Information Technology Department, a loan in the amount of \$192,000 for Hyper-Converged Server/Storage Upgrade.

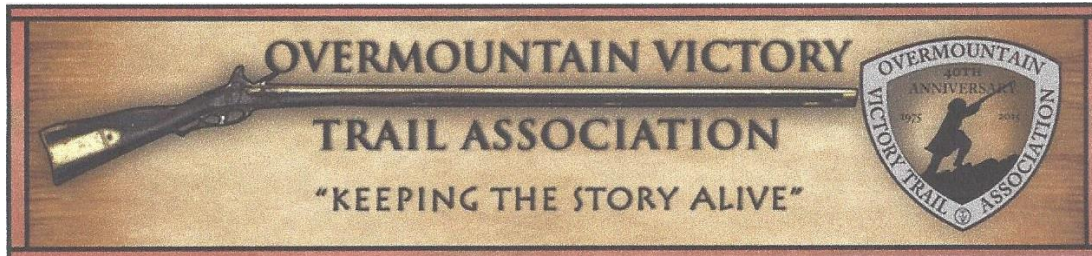
Per our discussion, the loan term will be 48 months with interest payable semi-annually (6 months after the loan closing) and principal payable annually, starting in July 2018. The loan will be secured with the Town of Abingdon's Money Market account in which a hold is placed on the account balance equal to the amount of the loan balance. The amount of the hold is reduced each time a principal payment is made. The rate of the loan will be 1% above the current interest rate of the Money Market account, which is currently 0.45%. If the Money Market rate increases or decreases, the loan rate will adjust accordingly. During the term of the loan, the account continues to earn interest. Securing the loan with the Money Market account provides an easy and quick closing without any closing fees.

If you have any questions, please contact me at (276) 628-9558. I look forward to working with you.

Sincerely,



Gloria Smith
Assistant Vice President
NMLS# 491095



Town of Abingdon
Kevin Costello
Director of Tourism and Economic Development
P.O 789
Abingdon, VA. 24212
kcostello@abingdon-va.gov

Invoice: \$5000.00

Mailing Address: OVTA
Attn: Master Plan Abingdon to Elizabethton
1780 Muster Place
Abingdon, VA 24210

To support development of a Master Plan for the OVNHT from Abingdon, VA to Elizabethton, TN.

Project Title: Master Plan, Abingdon, VA to Elizabethton, TN

**Reference: COOPERATIVE AGREEMENT P16AC01540 Mod 1
BETWEEN THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE AND ROCKY MOUNT CHAPTER OF THE OVERMOUNTAIN
VICTORY TRAIL ASSOCIATION**

DUNS NO: 784338662

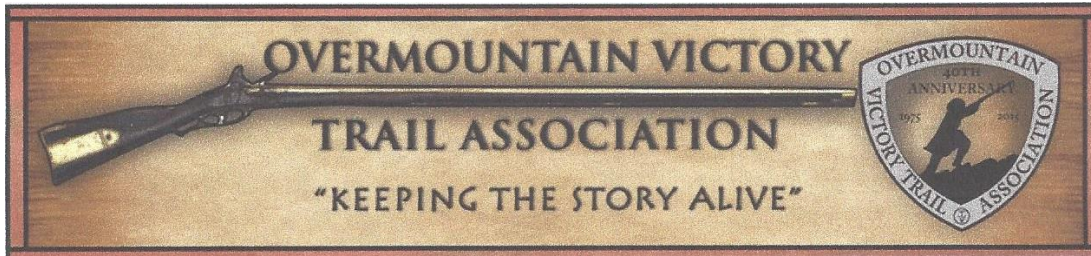
1780 MUSTER PL

ABINGDON, VA 24210

Objective:

The objective of this Agreement is to complete a Master Plan (MP) for the development and management of that portion of the route of the Overmountain Victory National Historic Trail (OVNHT) which traverses from Abingdon, VA to Elizabethton, TN. This segment of the OVNHT is approximately 38 miles in length and stretches through Washington County, VA, Sullivan County, TN and Carter County, TN.

The Overmountain Victory Trail Association is a 501[c]3 organization, with the Rocky Mount, TN Chapter operating under the umbrella the parent organization. For accounting control purposes, all moneys are routed to the OVTA at the address above.



Designated monies are then distributed to the Rocky Mount Chapter as needed for the Master Plan contract.

I am attaching the signature page of our Cooperative Agreement and the MOU currently in the signature cycle. Please let me know of anything else you may need. We are also available about any time to do a program about the Overmountain Militia Men's March to Kings Mountain. We presented our program to well over 25,000 people in 2016 with your support and assistance.

With Many Thanks and HUZAH!

Tom Vaughan
President: Rocky Mount Chapter of the OVTA
1162 Pemberton Road
Bristol, TN 37620

Cell: 423-366-8639
Email: tpvaughan@aol.com

Attachments: 2

Date: _____
(Partner signature)
(John Slaughter, Southern Campaign of the American Revolution Parks Group, Superintendent)

Tom Vaughan
Date: 6 Apr 2017
(Partner signature)
(Tom Vaughan, Overmountain Victory Trail Association Rocky Mount Chapter, President)

Date: _____
(Partner signature)
(Greg Kelly, Town of Abingdon, Town Manager)

Date: _____
(Partner signature)
(Jason Berry, Washington County, County Administrator)

A. Torbett
Date: 4/10/2017
(Partner signature)
(Ambre Torbett, Sullivan County, Director, Planning & Codes Department)

Date: _____
(Partner signature)
(Don Hartman, City of Elizabethton, Planning & Economic Development Director)

Leon Humphrey
Date: 4/10/17
(Partner signature)
(Leon Humphrey, Carter County, Mayor)

Rex Montgomery
Date: 4/11/2017
(Partner signature)
(Rex Montgomery, Bristol Metropolitan Transportation Planning Organization, Coordinator)

Trudy Hughes
Date: April 6, 2017
(Partner signature)
(Trudy Hughes, East Tennessee Foundation, Director of Regional Advancement)

CeeGee McCord
Date: 4/11/2017
(Partner signature)
(CeeGee McCord, Eastman, Director of Global Public & Community Affairs)

Irene Wells
Date: 4/11/17
(Partner signature)
(Irene Wells, Town of Bluff City, Mayor)

(Partner signature)
(John Slaughter, Southern Campaign of the American Revolution Parks Group, Superintendent)

Date: _____



Date: 6 Apr 2017

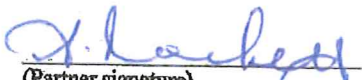
(Partner signature)
(Tom Vaughan, Overmountain Victory Trail Association Rocky Mount Chapter, President)

(Partner signature)
(Greg Kelly, Town of Abingdon, Town Manager)

Date: _____

(Partner signature)
(Jason Berry, Washington County, County Administrator)

Date: _____

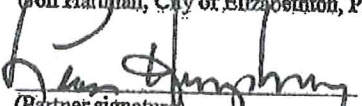


Date: 4/10/2017

(Partner signature)
(Ambre Torbett, Sullivan County, Director, Planning & Codes Department)

(Partner signature)
(Don Hartman, City of Elizabethton, Planning & Economic Development Director)

Date: _____



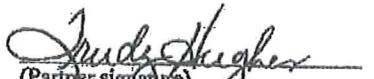
Date: 4/10/17

(Partner signature)
(Leon Humphrey, Carter County, Mayor)



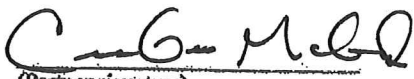
Date: 4/11/2017

(Partner signature)
(Rex Montgomery, Bristol Metropolitan Transportation Planning Organization, Coordinator)



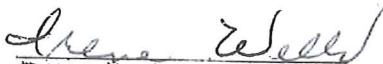
Date: April 6, 2017

(Partner signature)
(Trudy Hughes, East Tennessee Foundation, Director of Regional Advancement)



Date: 4/11/2017

(Partner signature)
(CeeGee McCord, Eastman, Director of Global Public & Community Affairs)



Date: 4/11/17

(Partner signature)
(Irene Wells, Town of Bluff City, Mayor)

MODIFICATION NUMBER 1 to
COOPERATIVE AGREEMENT
P16AC01540
BETWEEN
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
AND
OVERMOUNTAIN VICTORY TRAIL ASSOCIATION
(ROCKY MOUNT CHAPTER)
DUNS NO: 784338662
1780 MUSTER PL
ABINGDON, VA 24210
WASHINGTON COUNTY

CFDA: 15.954 – National Park Service Conservation, Protection, Outreach and Education

Project Title: Master Plan, Abingdon, VA to Elizabethton, TN

Previous Federal Funding: \$50,000

Amount of Federal Funds Obligated by this Action: \$11,500

Total Amount of Award (includes cost share): \$100,000

Period of Performance: August 17, 2016 - August 30, 2018

GENERAL

The purpose of this modification is to: 1) provide additional funding to assist with the National Historic Trail design costs in order to facilitate completion of the Master Plan without further delays; 2) extend the period of performance; 3) change the Awarding Officer; and 4) account for recipient matching share.

MODIFICATION

The following Articles are modified:

ARTICLE IV – TERM OF AGREEMENT

The period of performance is extended through August 30, 2018.

ARTICLE V – KEY OFFICIALS

The NPS Awarding Officer is changed from Gentry Sharpe to Alison Smith.

For the NPS:

Awarding Officer (AO): Alison Smith
NPS Southeast Region
100 Alabama St. SW, 1924 Building
Atlanta, GA 30303

Ph: (404) 507-5754
e-mail: alison_smith@nps.gov

ARTICLE VI – AWARD AND PAYMENT

NPS will provide additional funding to the Overmountain Victory Trail Association (OVTA) in an amount not-to- exceed \$11,500.00 for the approved Statement of Work and budget.

Total project costs are as follows:

NPS Funding: \$ 61,500.00
OVTA Match: \$ 38,500.00
Total Project Cost: \$100,000.00 (NTE)

Account information: PR – 0020121456

ARTICLE XIII – ATTACHMENTS

The following documents are incorporated by reference and made a part of this Agreement:

SF-424/424A/424B

All other terms and conditions remain unchanged.

SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed this modification on the date(s) set forth below.

**FOR THE OVERMOUNTAIN VICTORY TRAIL ASSOCIATION
(ROCKY MOUNT CHAPTER)**

Tom Vaughan /s/ 03/30/2017

Tom Vaughan Date
President Rocky Mount Chapter

FOR THE NATIONAL PARK SERVICE

Alison Smith Date
Awarding Officer

TOURISM ADVISORY COMMITTEE BYLAWS

ARTICLE I – NAME

The Tourism Advisory Committee of Abingdon (TAC or Advisory Committee) is an advisory body created by the Abingdon Town Council in 1991.

ARTICLE II – AUTHORITY

Section 1

The TAC operates under the authority delegated to municipalities under Title 15.2, Chapter 22, Code of Virginia (1950), as amended.

Section 1.2

The authority for the TAC was established on November 4, 1991 by a motion of the Abingdon Town Council.

ARTICLE III – PURPOSE AND DUTIES

Section 1 – Duties and General Responsibilities

The Abingdon Town Council's creation of a Tourism Advisory Committee is to pursue the following purposes and duties:

1. Encourage and support the goals and objectives of the town.
2. Provide an official channel of input on tourism issues from attractions and businesses to the office of tourism, town management and the town council.
3. Provide resources and support to the director of tourism by sharing information and experiences on tourism issues.
4. Cultivate cooperative efforts in advertising, publicity, research and other aspects of the promotion of tourism.
5. Coordinate tourism development with other agencies in order to avoid duplication of efforts.

Section 2 – Financial Duties and Responsibilities

- a) The tourism advisory committee shall have no authority to enter into any contract or incur any obligation binding the town.
- b) The committee shall assist the director of tourism in development and preparation of an annual budget for the division to be submitted to the town manager and subsequently to the town council, at the time designated by the town manager.

Section 3 – Planning Duties and Responsibilities

The tourism advisory committee shall investigate and determine the needs and interests of the community for tourism programs and facilities and recommend a tourism program to meet those needs.

ARTICLE IV – LOCAL COMMITTEE MEMBERSHIP

Section 1 – Composition, salaries and expenses

The TAC shall be composed of up to fifteen (15) members. The members shall receive no salary or other compensation for their services. The membership shall derive from the following:

- 1) One representative from the hotel-motel industry; and
- 2) One representative from the bed and breakfast industry; and
- 3) One representative from the attractions industry; and
- 4) One representative from the restaurant industry; and
- 5) One representative from the historic sites or museum industry; and
- 6) One representative from the retail or downtown merchant industry; and
- 7) One representative from the arts and culture industry; and
- 8) One representative from the field of higher education; and
- 9) One representative from the Washington County Chamber of Commerce; and
- 10) One representative from Abingdon Main Street; and
- 11) At large; and
- 12) At large; and
- 13) At large.

Section 2 – Ex officio members

(non-voting, non-debating)

- 1) One representative from the Abingdon Town Council; and
- 2) One representative from the Washington County Board of Supervisors.

Section 3 – Appointment and terms of members and vacancies

- a) The members of the tourism advisory committee shall be appointed by the Abingdon Town Council. The Town Council shall seek out and appoint persons with a high degree of interest, capacity and objectivity.
- b) The terms of office for the members of the tourism advisory committee shall be for three years or until their successors are appointed and qualified; the term of three members shall expire annually thereafter. Members are eligible to serve two consecutive three year terms and can be reappointed to the committee by the Abingdon Town Council.
- c) Vacancies in such committee occurring otherwise than by expiration of the term shall be filled by the council for the remainder of the unexpired term. New members filling an unexpired term shall be eligible for two full three year terms, without interruption.

ARTICLE V – OFFICERS AND ELECTIONS

The tourism advisory committee shall elect a Chairman for the committee annually in July. The term of the Chairman shall be one year.

The following officers of the tourism advisory committee shall be elected by the membership of the TAC from among the membership of the TAC: (1) Vice Chair; and (2) Secretary whose duties shall reflect common usages of Roberts Rules of Order.

Elections of officers shall be held annually at the July meeting of the TAC. Terms of each office shall be one year. Nominations will be made from the floor.

ARTICLE VI – COMMITTEES

The Chair may from time to time, with the consent of the TAC, recommend the establishment of special committees, including ad hoc committees, to study subjects of particular concern to the TAC and report their findings and recommendations to the TAC. Special Committee chairs must be appointed from among the members of the TAC. Special Committees shall consist of no fewer than two (2) TAC members and may include non-TAC members. All special committees shall take minutes to be presented at the next scheduled TAC meeting for all members to review.

ARTICLE VII – MEETINGS OF THE ADVISORY BOARD

Section 1 – Time and Place

Regular monthly meetings of the tourism advisory committee shall be held at 3:00 p.m. on the 1st Tuesday of the month at a Town-owned location determined by the Chair or another suitable public meeting space as determined by a majority vote of the TAC. Special meeting of the TAC may be called by the TAC Chair or 50% of TAC members provided that written or electronic notice to all members has been given five days in advance. Meetings of special committees will be scheduled and convened at the discretion of the appropriate committee chair.

All meetings of the tourism advisory committee shall be open to the public and records of the TAC shall be a public record as required by the Virginia Freedom of Information Act. The committee may meet in closed session only for the purposes stated in that Act.

Section 2 – Quorum

A majority of all members shall constitute a quorum.

Section 3 – Voting

In making any recommendation, adopting any plan, or approving any proposal, or position, action shall be taken by a majority vote of all members present. All votes of the TAC shall be made a matter of public record and shall be reflected in the minutes.

Section 4 – Minutes

Minutes of all regular or special sessions of the TAC shall be recorded and maintained in the Department of Tourism as a permanent record of TAC activities.

Section 5 – Attendance at Meetings

Any member of the TAC who shall fail to attend three (3) consecutive meetings may be considered to have resigned. The Chair shall, at his or her discretion, declare that a vacancy exists and proceed to have it filled by appointment for the remainder of the unexpired term in the manner provided for in Article IV, Section 3 of these Bylaws.

ARTICLE VIII – AMENDMENT OF BYLAWS

Any proposed amendment to these Bylaws shall be presented in writing to the members of the TAC at a regularly scheduled meeting and shall not be subject to a vote until the next regularly scheduled TAC meeting. Approval by a majority of the members of the TAC shall be required to recommend any proposed amendment of the Bylaws to the Town Council. Modifications to the bylaws must be reviewed and approved by the Town Council. The Town Council has sole authority to approve modifications to the Tourism Advisory Committee bylaws.

ARTICLE IX – SEVERABILITY

In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision here of the adopted Bylaws.

ARTICLE XI – EFFECTIVE DATE

These Bylaws become effective when adopted by the Town Council of Abingdon.

Approved this ____ day of _____, 20__.

DATE	MITTEES WILLING TO SERV	NAME	ADDRESS
6/2/2015	Planning Commission Planning Commission, or all others	Michael Weaver	610 Colonial Road SW
6/4/2015		John Honeycutt	466 Court Street Abingdon
6/19/2015	Planning Commission	Sue Ann Morris	278 Henderson Court
6/24/2015	Planning Commission	Mark Goodman	305 Bogey Drive
6/26/2015	Planning Commission	Doug Ellis	135 Longview Drive 16088 Majestic Dr., Bristol
7/22/2015	Sustain Abingdon	Sherri Leab	Works in Abingdon
7/30/2015	Sustain Abingdon	Tom McMullen	267 Whites Mill Road
7/31/2015	Sustain Abingdon	Tim Wade	14629 Branch Street
8/28/2015	HPRB	James Bunn II	153 Valley Street NE
8/25/2015	HPRB	Doug Covington	Works in Abingdon 22638 Remington Dr.
8/30/2015	Planning Commission Planning Commission,	Evie J. Hunt	Works in Abingdon
9/1/2015	BZA	Kenny Shuman	164 West Valley Street
9/1/2015	HPRB	Franklin D. Brown	219 Buckingham Court
9/7/2015	Planning Commission Planning Commission, BBCA,BZA,EDA,HPRB,Sust	Joe Levine	350 Green Spring Road
9/7/2015	ain, Incubator	Don Adams	20080 Tall Oaks Drive
9/9/2015	Tree Commission	Chris Sullivan	172 Country Club Drive
9/14/2015	Sustain Abingdon BBCA, BZA,HPRB,Muster Grounds Planning	Barbara Williamson	499 Nicholas Street SE
9/14/2015	Commission, Sustain	Fred Johnson	164 Park Street
9/14/2015	Sustain Abingdon	Tracy Underwood	16316 Granda Pl.
9/15/2015	Sustain Abingdon	Thomas Keys	100 Trailview Drive
9/21/2015	Fairview Redevelopment &	Mark Hagy	790 Falcon Drive
10/13/2015	Housing	Mike Rush	610 Colonial Road SW

	Sinking Springs		15326 Greenway Rd
10/23/2015	Cemetery Committee	Michael Farris	Meadowview, Town
11/21/2015	Fairview	Michael Hagy	Business
	Sinking Springs		322 Morningside Lane
10/16/2015	Cemetery Committee	Sigrid Phillips	445 Circle Drive
	Planning Commission or		
5/5/2016	HPRB	Jayne Duehring	128 Crestview Drive
6/6/2016	HPRB	Byrum Geisler	228 East Main Street
	EDA, HPRB, Sustain		
	Abingdon, VA. Highlands		829 Taylor St., Bristol, TN
8/1/2016	Small Bus, Incub.	Chase Mitchell	Works at WKM
			22175 Twin Oaks Rd. E&H
8/12/2016	HPRB, Muster Ground	Justin Gobble	Student
	EDA, Planning		19349 Old Jonesboro Road,
8/18/2016	Commisson, TAC	Kathleen Bundy	Works at Barter
	Muster Grounds, Tree		
	Commission, Incubator,		
8/19/2016	EDA	Tarn Rosenbaum	180 Crestview Drive
	Sustain Abingdon, BZA,		
	HPRB, Planning		
8/18/2016	Commission	Bradley Conkle	29085 Hart Run Drive
			215 Longview Drive
8/26/2016	BZA	John Kelly	Abingdon
	EDA, Planning		
8/29/2016	Commission	Shana Carrico	368 Beverly Drive Abingdon
			325 Morningside Lane, NE,
8/30/2016	EDA	James Turner	Abingdon
	BZA, EDA, Tree		
	Commission, VA.		
	Highlands Small Bus.		
9/5/2016	Incubator	Edward Morgan	259 Bradley Street, Abingdon

	Willing to serve on any and all committies	Rich Macbeth	1139 Panorama Drive Abingdon 26481 Watauga Road Works at ASD
11/3/2016	Sustain Abingdon Sustain Abingdon, Tree commission	Gina Patrick	
11/17/2016	EDA, HPRB, Planning, Sustain Abingdon, TAC,	Melissa Kalb	1151 Panorama Dr.
1/12/2017	VHSBI	Randy J. LaFollette	22464 Watauga Road
1/23/2017	HPRB HPRB, Planning Commission (updated 3-7- 17)	Kristi Hartshorn	356 Augusta Drive
1/23/2017	EDA, HPRB, Planning, Tree Commission	Stephen C. Jett	333 Court Street, NE
1/23/2017	Tree Commission	Carr Blankenship, III	861 Barclay Drive
3/13/2017	TAC	Adie Lee	P O Box 867
3/29/2017	Planning Commission	Leslie Bradley	143 Stonewall Heights
4/1/2017	Planning Commission	Link Elmore	520 Court Street
4/1/2017	Planning Commission	Scott N. Wilson	430 Baugh Lane
4/18/2017	TAC	Katy A. Blankenship	P O Box 365
5/2/2017	TAC	Kathy Shearer	P O Box 117, Emory, VA 6434 Clinch Mtn Road (Bus. Owner)
5/11/2017	TAC	Lisa Kestner Quigley	
5/18/2017	Planning Commission	Ramsey White	125 W Valley Street
6/7/2017	TAC	Kalonn G. Roberts	241 Whispering Woods Drive
6/15/2017	EDA; Planning; RAC; TAC	Muhammad Hasham	21205 Vances Mill Road
6/21/2017	TAC	Samir Patel	1093 Berry Drive

PLANNING COMMISSION

CURRENT MEMBERS – APPOINTMENT & EXPIRATION DATES

4-YEAR TERMS

4th Monday each month, 5:30pm, Arthur Campbell Room

Staff Contact: Jason Boswell and Tyler Vencill, Interim Directors of Planning

(Updated June, 2017)

Committee Member	Address	Phone #/ Email	Appointment Date	Term Expiration Date	Eligible for Another Term
Rick Humphreys Council Member	107 Park St. Abingdon, VA 24210	608-3465 rhumphreys@abingdon-va.gov	July 1, 2014	2 year term Expires: June 30, 2018	No
Janice Rice Reeves 1 st term	247 Valley St., NW	676-0210 reevesjv@yahoo.com	March, 2015	March, 2019	Yes
Scott N. Wilson	430 Baugh Lane	676-3023 swilson@T-L.com	June, 2017	June, 2021	Yes
Vacant (fill the unexpired Wayne Craig term)			July, 2015	July, 2019	Yes
Kenny Shuman	164 W. Valley St. Abingdon, VA 24210	628-3944 698-5368 © 619-6040 (W) Kenny.Shuman@healthsm art.com	Sept. 7, 2015	Sept. 7, 2019	Yes
R. Wayne Austin	806 Birdie Dr., Abingdon, VA 24210	276-628-7167 rwas@bvu.net	May 7, 2012 (Reappt Nov 2013)	Expires: November 4, 2017	Yes
Greg Kelly, Town Manager, Secretary	P.O. Box 789 Abingdon, VA 24212	276-628-3167 gkelly@abingdon-va.gov			Continual



**Town of Abingdon
Board and Commission Application**

The Abingdon Town Council has adopted this application for use by individuals interested in appointment to any of the Town's advisory boards and commissions. To ensure your application will receive full consideration, please answer all questions completely. Questions? Call 276-492-2149

Please return this application either:

- In person (3rd floor of the Town Hall), 133 West Main Street, Abingdon, VA;
- By mail, Boards and Commissions, Town of Abingdon, P.O. Box 789, Abingdon, VA 24212; or
- kkingsley@abingdon-va.gov

PLEASE PRINT OR TYPE

Name H. RAMSEY WHITE JR. Date: 5/17/17

Address 175 W. Valley St. City/State Ab. Zip 24210

Do you live inside the Town limits of Abingdon? YES NO

Telephone: Home 628-5556 Work 629-4377 / 628-3534
Cell _____ Fax _____

Email Address: (required) va.grace@gmail.com

PLACE OF EMPLOYMENT: Higher Ed Center / Fayette

Address: Abingdon

Description of job duties: Director of College for Older Adults

EDUCATIONAL BACKGROUND Please list including names of all schools and years attended.

UNC - CH 1962 - 1965

Guilford College - 1965 - 1968

Old Dominion Univ. - 1972 - 1973

MCV/Ven 1974 - 1978

Rec. 5/18/17

Are you currently serving on a board or commission of the Town of Abingdon? Yes No

If so, which Board(s) or Commission(s)? BEA

When do(es) your present term(s) expire? (mm/yy)
9/18

Have you ever served on any boards or commissions in the past either here or in other localities?
Yes No

If so, what were they and when did you serve? Planning Commission, Abingdon, VA 2004-2014

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to (see attached list and board and commission description):

Planning Commission

Why do you wish to serve the Town in this capacity? Do you have an area of interest or background that you believe would be a beneficial service in this capacity? If so, what is it and how would it be helpful?

I have been on the Commission before and completed the certification course in town planning.

To the best of my ability, all information on this application is truthful.

SIGNATURE



Thank you for your interest in appointment to the Town of Abingdon's Advisory Boards and Commissions.

Members of the Planning Commission, Economic Development Authority, Board of Zoning Appeals, and Housing and Redevelopment Authority, Historic Preservation Review Board are required to complete a Statement of Economic Interest.

Please circle any other committees you are willing to serve on

Board of Building Code Appeals	Planning Commission
Board of Zoning Appeals	Recreation Advisory Commission
Economic Development Authority	Sinking Springs Cemetery Committee
Fairview Committee	Sustain Abingdon Committee
Historic Preservation Review Board	Tourism Advisory Committee
Housing and Redevelopment Authority	Tree Commission
Muster Grounds Steering Committee	Virginia Highlands Small Business Incubator



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- By mail, Boards and Commissions, Town of Abingdon, P.O. Box 789, Abingdon, VA 24212; or
- kkinsley@abingdon-va.gov

PLEASE PRINT OR TYPE

Name MUHAMMAD HASHAM Date: 06/15/2017

Address 21205 VANCES MILL RD City/State ABINGDON Zip 24211

Do you live inside the Town limits of Abingdon? YES YES NO NO

Telephone: Home _____ Work _____
Cell 276-608-3884 Fax _____

Email Address: (required) mr_hasham@hotmail.com

PLACE OF EMPLOYMENT: COMMUNITY MEDICAL CARE

Address: 142 HIGHLAND DRIVE LEBANON, VA

Description of job duties: ACCOUNTS/ADMINISTRATION

EDUCATIONAL BACKGROUND Please list including names of all schools and years attended.

BACHELOR'S OF SCIENCE - (PAKISTAN)
MASTER OF BUSINESS ADMIN. (PAKISTAN)
B.S MAJOR (ACCOUNTING) - UVA WISE - SENIOR YEAR 3.6504

Rec. 6/16/17

Are you currently serving on a board or commission of the Town of Abingdon? Yes ___ No

If so, which Board(s) or Commission(s)?

NA

When do(es) your present term(s) expire? (mm/yy)

Have you ever served on any boards or commissions in the past either here or in other localities?

Yes ___ No

If so, what were they and when did you serve? N/A

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to (see attached list and board and commission description):

Economic DEVELOPMENT, PLANNING COMMISSION
ANY/ALL ADVISORY COMMITTEE

Why do you wish to serve the Town in this capacity? Do you have an area of interest or background that you believe would be a beneficial service in this capacity? If so, what is it and how would it be helpful?

MY SKILLS INCLUDE: Good administration of all the Clinic
keep track of all the expenses. Being new ideas to make
work more efficient. Keep supplying that could
benefit my work.

To the best of my ability, all information on this application is truthful.

SIGNATURE 

Thank you for your interest in appointment to the Town of Abingdon's Advisory Boards and Commissions.

Members of the Planning Commission, Economic Development Authority, Board of Zoning Appeals, and Housing and Redevelopment Authority, Historic Preservation Review Board are required to complete a Statement of Economic Interest.

Please circle any other committees you are willing to serve on

Board of Building Code Appeals	<input checked="" type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Board of Zoning Appeals	<input checked="" type="checkbox"/> Recreation Advisory Commission
<input checked="" type="checkbox"/> Economic Development Authority	Sinking Springs Cemetery Committee
Fairview Committee	Sustain Abingdon Committee
Historic Preservation Review Board	<input checked="" type="checkbox"/> Tourism Advisory Committee
Housing and Redevelopment Authority	Tree Commission
Muster Grounds Steering Committee	Virginia Highlands Small Business Incubator



**Town of Abingdon
Board and Commission Application**

The Abingdon Town Council has adopted this application for use by individuals interested in appointment to any of the Town's advisory boards and commissions. To ensure your application will receive full consideration, please answer all questions completely. Questions? Call 628-3167
Return this application either online, in person, by mail or by fax to the Town of Abingdon, ATTN: Town Manager, P.O. Box 789, 133 West Main Street, Abingdon, VA 24212. FAX 276-698-3328

PLEASE PRINT OR TYPE

PERSONAL INFORMATION

Name Leslie Bradley Date March 29, 2017

Address 143 Stonewall Hts City/State Abingdon Zip 24210

Do you live inside the Town limits of Abingdon? YES X NO _____

Telephone: Home 628 4763 Work _____
Cell _____ Fax _____

Email Address: (required) lbrad4763@bvu.net

PLACE OF EMPLOYMENT NorthCross School

Address Roanoke, VA

Description of job duties: Chairman English Dept.
Chair Curriculum Committee K-12
now retired

EDUCATIONAL BACKGROUND Please list including names of all schools and years attended.

University of Richmond 65-69

Hollins University 1980-82

St. Andrews University, Scotland 1996-97

Year Scholarship Study

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Abingdon? Yes _____ No X

It so, which Board(s) or Commission(s)? _____

When do(es) your present term(s) expire? (mm/yy) _____

*Town of Abingdon
Board and Commission Application*

Have you ever served on any boards or commissions in the past either here or in other localities?

Yes ___ No X

If so, what were they and when did you serve?

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to (see attached list and board and commission description):

Planning Commission

Why do you wish to serve the Town in this capacity? Do you have an area of interest or background that you believe would be a beneficial service in this capacity? If so, what is it and how would it be helpful?

I wish to serve on the Planning Commission because I care about Abingdon having a prosperous future + want to participate in making decisions about the issues it faces. The care and attention to the aesthetics of the town, its natural beauty in its landscape need to be preserved while business development + economic opportunities need to flourish. While I have not served on a town commission, I have worked on many educational committees, local + national.
To the best of my ability, all information on this application is truthful.

SIGNATURE Lisette P. Bradley

Thank you for your interest in appointment to the Town of Abingdon's Advisory Boards and Commissions.

Members of the Planning Commission, Economic Development Authority, Board of Zoning Appeals, and Housing and Redevelopment Authority are required to complete a Statement of Economic Interest.

Please check any other committees you are willing to serve on

<input type="checkbox"/> Board of Building Code Appeals	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Board of Zoning Appeals	<input type="checkbox"/> Recreation Advisory Commission
<input type="checkbox"/> Economic Development Authority	<input type="checkbox"/> Sinking Springs Cemetery Committee
<input type="checkbox"/> Fairview Committee	<input type="checkbox"/> Sustain Abingdon Committee
<input checked="" type="checkbox"/> Historic Preservation Review Board	<input type="checkbox"/> Tourism Advisory Committee
<input type="checkbox"/> Housing and Redevelopment Authority	<input type="checkbox"/> Tree Commission
<input type="checkbox"/> Muster Grounds Steering Committee	<input type="checkbox"/> Virginia Highlands Small Business Incubator



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*****PLEASE PRINT OR TYPE*****

PERSONAL INFORMATION

Name Link Elmore Date 4/1/2017

Address 520 Court St City/State Abingdon Zip VA

Do you live inside the Town limits of Abingdon? YES NO

Telephone: Home _____ Work _____
Cell 276-492-7814 Fax _____

Email Address: (required) linkelmore@gmail.com

PLACE OF EMPLOYMENT City of Johnson City

Address 601 E. Main St, 37601

Description of job duties: Geospatial Project Manager- I manage the enterprise

GIS database and coordinate mapping and I.T. projects that use GIS data.

EDUCATIONAL BACKGROUND Please list including names of all schools and years attended.

Virginia Tech, 2009-2012

VCU, 1999-2001

BTSR, 1994-1998

Tennessee, 1990-1994

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Abingdon? Yes No

If so, which Board(s) or Commission(s)? N/A

When do(es) your present term(s) expire? (mm/yy) N/A

*Town of Abingdon
Board and Commission Application*

Have you ever served on any boards or commissions in the past either here or in other localities?

Yes X No

If so, what were they and when did you serve?

Abingdon Tree Commission, 2007-2009, Virginia Creeper Trail Club, 2004-2009

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to (see attached list and board and commission description):

Abingdon Planning Commission

Why do you wish to serve the Town in this capacity? Do you have an area of interest or background that you believe would be a beneficial service in this capacity? If so, what is it and how would it be helpful?

My professional training is as a geographer with a focus on geographic information systems and information technology. I have experience with land use planning and am familiar with the zoning code and comprehensive plan. I currently work in municipal government in Tennessee and have previously worked as an employee of the Commonwealth of Virginia and am familiar with the structure and functions of local and state government. I believe I can be an asset to the commission and would like to be of service to my community.

To the best of my ability, all information on this application is truthful.

SIGNATURE _____

Thank you for your interest in appointment to the Town of Abingdon's Advisory Boards and Commissions.

Members of the Planning Commission, Economic Development Authority, Board of Zoning Appeals, and Housing and Redevelopment Authority are required to complete a Statement of Economic Interest.

Please check any other committees you are willing to serve on

<input type="checkbox"/> Board of Building Code Appeals	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Board of Zoning Appeals	<input type="checkbox"/> Recreation Advisory Commission
<input type="checkbox"/> Economic Development Authority	<input type="checkbox"/> Sinking Springs Cemetery Committee
<input type="checkbox"/> Fairview Committee	<input type="checkbox"/> Sustain Abingdon Committee
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*****PLEASE PRINT OR TYPE*****

PERSONAL INFORMATION

Name Stephen C. Jett Date 1-23-16

Address 333 Court St, NE, Abingdon City/State VA Zip 24210-2921

Do you live inside the Town limits of Abingdon? YES NO

Telephone: Home 276-676-2292 Work _____
Cell _____ Fax _____

Email Address: (required) scjett@hotmail.com

PLACE OF EMPLOYMENT retired

Address _____

Description of job duties: former professor of Geography & Textiles and Clothing, teaching, research and writing, public service

EDUCATIONAL BACKGROUND Please list including names of all schools and years attended.

- The University School, diploma cum laude, 1950-1956
- Princeton University, AB cum laude, 1956-1960 (Geology)
- University of Arizona, 1963, special student (Anthropology)
- Johns Hopkins University, Ph.D., 1960-1964 (Geography)

BOARD PREFERENCE

Are you currently serving on a board or commission of the Town of Abingdon? Yes ___ No

rec 1/23/17

If so, which Board(s) or Commission(s)? _____

When do(es) your present term(s) expire? (mm/yy) _____

**Town of Abingdon
Board and Commission Application**

Have you ever served on any boards or commissions in the past either here or in other localities?

in Abingdon, board of viewers for a traffic-management study Yes No *in Davis, CA, on Historic and Landmarks Commission (1969-73), General Plan Noise Element Study Committee (1974-1976), Ad Hoc Citizen's Noise Committee (Chair, 1997-1998), Bicentennial Committee (1975-1976)*

If so, what were they and when did you serve? _____

Please list the name(s) of the board(s) to which you are applying or seeking reappointment to (see attached list and board and commission description):

Historic Preservation Review Board

Why do you wish to serve the Town in this capacity? Do you have an area of interest or background that you believe would be a beneficial service in this capacity? If so, what is it and how would it be helpful?

I am a retired professional geographer among whose specialties are culture-historical geography, resource and environmental conservation, tourism resources and planning. I have a personal interest in historic preservation and have restored four historic houses in France. The essence of Abingdon is its historic-architectural heritage, which in turn supports its economic mainstay, tourism. I would like to help maintain and enhance this legacy.
To the best of my ability, all information on this application is truthful.

SIGNATURE Steph C. Jett

Thank you for your interest in appointment to the Town of Abingdon's Advisory Boards and Commissions.
Members of the Planning Commission, Economic Development Authority, Board of Zoning Appeals, and Housing and Redevelopment Authority are required to complete a Statement of Economic Interest.

Please check any other committees you are willing to serve on

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<input type="checkbox"/> Board of Zoning Appeals	<input type="checkbox"/> Recreation Advisory Commission
<input type="checkbox"/> Economic Development Authority	<input type="checkbox"/> Sinking Springs Cemetery Committee
<input type="checkbox"/> Fairview Committee	<input type="checkbox"/> Sustain Abingdon Committee
<input type="checkbox"/> Historic Preservation Review Board	<input type="checkbox"/> Tourism Advisory Committee
<input type="checkbox"/> Housing and Redevelopment Authority	<input type="checkbox"/> Tree Commission
<input type="checkbox"/> Muster Grounds Steering Committee	<input type="checkbox"/> Virginia Highlands Small Business Incubator

DATE	MITTEES WILLING TO SERV	NAME	ADDRESS
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6/19/2015	Planning Commission	Sue Ann Morris	278 Henderson Court
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7/30/2015	Sustain Abingdon	Tom McMullen	267 Whites Mill Road
7/31/2015	Sustain Abingdon	Tim Wade	14629 Branch Street
8/28/2015	HPRB	James Bunn II	153 Valley Street NE
8/25/2015	HPRB	Doug Covington	Works in Abingdon 22638 Remington Dr.
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9/1/2015	BZA	Kenny Shuman	164 West Valley Street
9/1/2015	HPRB	Franklin D. Brown	219 Buckingham Court
9/7/2015	Planning Commission Planning Commission, BBCA,BZA,EDA,HPRB,Sust	Joe Levine	350 Green Spring Road
9/7/2015	ain, Incubator	Don Adams	20080 Tall Oaks Drive
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9/14/2015	Sustain Abingdon BBCA, BZA,HPRB,Muster Grounds Planning	Barbara Williamson	499 Nicholas Street SE
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5/5/2016	HPRB	Jayne Duehring	128 Crestview Drive
6/6/2016	HPRB	Byrum Geisler	228 East Main Street
	EDA, HPRB, Sustain		
	Abingdon, VA. Highlands		829 Taylor St., Bristol, TN
8/1/2016	Small Bus, Incub.	Chase Mitchell	Works at WKM
			22175 Twin Oaks Rd. E&H
8/12/2016	HPRB, Muster Ground	Justin Gobble	Student
	EDA, Planning		19349 Old Jonesboro Road,
8/18/2016	Commisson, TAC	Kathleen Bundy	Works at Barter
	Muster Grounds, Tree		
	Commission, Incubator,		
8/19/2016	EDA	Tarn Rosenbaum	180 Crestview Drive
	Sustain Abingdon, BZA,		
	HPRB, Planning		
8/18/2016	Commission	Bradley Conkle	29085 Hart Run Drive
			215 Longview Drive
8/26/2016	BZA	John Kelly	Abingdon
	EDA, Planning		
8/29/2016	Commission	Shana Carrico	368 Beverly Drive Abingdon
			325 Morningside Lane, NE,
8/30/2016	EDA	James Turner	Abingdon
	BZA, EDA, Tree		
	Commission, VA.		
	Highlands Small Bus.		
9/5/2016	Incubator	Edward Morgan	259 Bradley Street, Abingdon

	Willing to serve on any and all committies	Rich Macbeth	1139 Panorama Drive Abingdon 26481 Watauga Road Works at ASD
11/3/2016	Sustain Abingdon Sustain Abingdon, Tree commission	Gina Patrick	
11/17/2016	EDA, HPRB, Planning, Sustain Abingdon, TAC,	Melissa Kalb	1151 Panorama Dr.
1/12/2017	VHSBI	Randy J. LaFollette	22464 Watauga Road
1/23/2017	HPRB HPRB, Planning Commission (updated 3-7- 17)	Kristi Hartshorn	356 Augusta Drive
1/23/2017	EDA, HPRB, Planning, Tree Commission	Stephen C. Jett	333 Court Street, NE
1/23/2017	Tree Commission	Carr Blankenship, III	861 Barclay Drive
3/13/2017	TAC	Adie Lee	P O Box 867
3/29/2017	Planning Commission	Leslie Bradley	143 Stonewall Heights
4/1/2017	Planning Commission	Link Elmore	520 Court Street
4/1/2017	Planning Commission	Scott N. Wilson	430 Baugh Lane
4/18/2017	TAC	Katy A. Blankenship	P O Box 365
5/2/2017	TAC	Kathy Shearer	P O Box 117, Emory, VA 6434 Clinch Mtn Road (Bus. Owner)
5/11/2017	TAC	Lisa Kestner Quigley	125 W Valley Street
5/18/2017	Planning Commission	Ramsey White	
6/7/2017	TAC	Kalonn G. Roberts	241 Whispering Woods Drive
6/15/2017	EDA; Planning; RAC; TAC	Muhammad Hasham	21205 Vances Mill Road
6/21/2017	TAC	Samir Patel	1093 Berry Drive