

SCOTT

VIRGINIA

At a meeting of the Scott County Board of Supervisors begun and held in the Supervisors' meeting room located at the Community Services Building in Gate City, Virginia on Wednesday the 3rd day of January, 2024 at 8:30 a.m.

PRESENT: Darrel W. Jeter
L. Michele Glover
Eddie N. Skeen
Michael K. Brickey - Chairman
Danny M. Casteel
Christopher S. Maness – Vice-Chairman
Stefanie C. Addington

ABSENT: None.

County Administrator Freda Starnes called the meeting to order.

Supervisor Darrel W. Jeter gave the invocation and led the Pledge of Allegiance.

On a motion by Darrel W. Jeter, duly seconded by Stefanie C. Addington, this Board hereby sets the term of office for the Chairperson and Vice-Chairperson of the Board of Supervisors at one year.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey
Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Chairperson

Darrel W. Jeter nominated Michael K. Brickey

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter, this Board hereby ceases nominations and, by acclamation, appoints Michael K. Brickey to serve as Chairperson of the Board of Supervisors.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Chairman Michael K. Brickey presided over the remainder of the meeting.

Chairman Michael Brickey welcomed everyone to the meeting. He went on to say that it is good to see the citizens in attendance. Chairman Brickey pointed out that it is good to begin the meetings with prayer and the Pledge of Allegiance. This is a new board and our annual organization meeting for the year. Chairman Brickey thanked the members of the board for appointing him as Chairman and noted what an awesome responsibility it is. He added that he is only one vote, there are seven votes, and he is going to recognize that. There are many strong personalities on this Board that will gel into a good cohesive group. He went on to say that his job will be to conduct the meeting, keep it running smooth, and on topic. Chairman Brickey pointed out that the Board has 50 departments to budget. Our staff are professionals. They have gone to school for years to do what they are doing, and he expressed appreciation for them. At the end of the meeting, there will be a review of a list of questions that the new supervisors want answered. Chairman Brickey stated that it is a lot to learn, and he compared it to drinking out of a fire hose.

Vice – Chairperson

Eddie Skeen nominated Christopher S. Maness and L. Michele Glover seconded the nomination

Darrel W. Jeter nominated Stefanie C. Addington

Voting for Christopher Maness: Eddie N. Skeen, L. Michelle Glover, Danny M. Casteel,
and Christopher S. Maness.

Voting for Stefanie C. Addington: Darrel W. Jeter and Stefanie C. Addington

Chairman Michael K. Brickey did not vote.

Christopher S. Maness was appointed Vice-Chairperson.

A motion was made by Darrel W. Jeter and seconded by Stefanie C. Addington to set the meeting day and time on the first Wednesday of each month at 8:30 a.m.

Supervisor Michelle Glover pointed out that some of the citizens prefer evening meetings. She suggested morning meetings half the year and evening meetings half the year.

Supervisor Eddie Skeen suggested that the evening meetings begin with the time change.

Supervisor Glover suggested starting the meeting at 6:30 p.m. and change Wednesday to another day due to church services.

Supervisor Darrel Jeter pointed out that the Board tried evening meetings, however, there were not more people attending the meetings. He went on to say that switching back and forth might confuse people. Supervisor Jeter stated that he would go along with whatever the board wants to do.

Supervisor Stefanie Addington agreed and pointed out that the county staff will have to remain the duration of that day as well.

Supervisor Danny Casteel noted that a lot of people want evening meetings. He suggested six months of morning meetings and six months of evening meetings.

On a motion by Darrel W. Jeter, duly seconded by Stefanie C. Addington, this Board hereby set the meeting day and time on the first Wednesday of each month at 8:30 a.m.

Voting aye: Darrel W. Jeter, Michael K. Brickey and Stefanie C. Addington.

Voting nay: L. Michele Glover, Eddie N. Skeen, Danny M. Casteel, Christopher S. Maness.

MOTION FAILED

Supervisor Stefanie Addington stated that she is opposed to Wednesday evenings due to church services.

Supervisor Chris Maness agreed and inquired about other meetings that need to be scheduled around. In addition, he noted that it needs to be consistent so not to confuse people. He suggested starting earlier than 6:30 p.m. so that it is not such a long day for county employees.

Supervisor Chris Maness made a motion to set the meeting day and time on the first Tuesday of each month at 6:00 p.m.

There was discussion about other meetings that might interfere with this time.

Supervisor Michele Glover recognized that there are a lot of meetings on Tuesday and suggested Thursday.

Supervisor Chris Maness amended his motion

On a motion by Christopher S. Maness, duly seconded by L. Michele Glover, this Board hereby sets the meeting date and time the first Thursday of each month at 6:00 p.m.

Voting aye: L. Michele Glover, Eddie N. Skeen, Danny M. Casteel, Christopher S. Maness.

Voting nay: Darrel W. Jeter, Michael K. Brickey and Stefanie C. Addington.

On a motion by Christopher S. Maness, duly seconded by Darrel W. Jeter, this Board hereby approves the Rules of Procedure (Said Rules of Procedure attached to the minutes of this meeting; Minute Book 34 Attachment No: 31).

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter, this Board hereby amends the agenda by removing item 14c - S.C.O.T.T. Service Program update.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Supervisor Michele Glover inquired about the amended budget section of the minutes involving the County Attorney's salary increase being more than others.

The County Attorney clarified that it was deferred until December. She did not take the increase given in July. That is why her salary line item increased more than others.

On a motion by Darrel W. Jeter, duly seconded by Stefanie C. Addington, this Board hereby approves the December 6, 2023 minutes.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Chairman Michael Brickey opened Citizen Expression Period to receive public comments.

Peggy Tyus spoke about Snowflake Road. She welcomed the new and former members of the Board of Supervisors. Ms. Tyus addressed dirt roads and pointed out that everyone has been running on soup roads due to all the rain. She went on to say that something different needs to be done with the Six Year Plan. Since there are 250 miles of unpaved roads in Scott County, the Six Year Plan is not working to get roads paved. She pointed out that Virginia was awarded seven million dollars. A lot of it went to Big Stone Gap water projects, but she did not know about any for Scott County. She added that Scott County needs a piece of the pie, too. Ms. Tyus asked that everyone in attendance for Snowflake Road to stand. Then she asked for everyone in attendance for all dirt roads to stand. Ms. Tyus requested that money not needed for primary roads be moved to secondary roads. She went on to say that Mr. Kilgore needs to address this problem since that comes down from Richmond. She requested that Snowflake Road remain on the Six Year Plan.

Supervisor Skeen stated that Ms. Tyus is one of the main reasons that he is on the Board of Supervisors today. He went on to say that he appreciates what she is doing.

Richard Gillenwater from Midway addressed the Board. He went on to say that he spoke with the Board of Supervisors last year about the Six Year Plan. He added that surely there is a better way to get something done with the roads in Scott County. Mr. Gillenwater noted that the Board of Supervisors told him there was nothing they could do, and it was beyond their control. The Board of Supervisors suggested that he talk with Delegate Kilgore which he did. Mr. Gillenwater went on to say that he spoke with Delegate Kilgore recently, and Mr. Kilgore was under the impression that money had been supplied to Virginia Department of Transportation to do work on our roads, and he was surprised that nothing has been done. Mr. Gillenwater stated that some members of the Board of Supervisors talked with Mr. Kilgore and made the statement that there were going to be some big changes to roads in Scott County. Mr. Gillenwater stated

the only change that we have seen is that the weather has gotten worse. Nothing is being done. He totally supported what Ms. Tyus spoke about. There needs to be a different way of getting our roads fixed. In addition, he spoke about the lack of recycling in Scott County and two companies in Kingsport being Domtar that is recycling cardboard and Eastman that will be recycling plastic. He requested that county staff inquire about Scott County taking advantage of that to keep it out of our landfill and decrease costs.

Laura Bledsoe spoke about Snowflake Road and issues that affect her getting in and out of her home because of the road and her driveway situation. She went on to say that she can use one third of her driveway. The ruts are so big that she cannot get a vehicle in or out. Ms. Bledsoe added that she has a two car garage, but can only use one side of it. A lot of the problem is due to the way the road is angled. There is a drain tile under the road, but water has never touched that. It has rocks in it. A few weeks ago a FedEx driver got stuck in the ditch and blocked her driveway; furthermore, Ms. Bledsoe noted that she had to go through her yard and a hay field to get out on the road. She went on to say that she pays her taxes, and it is a shame that she cannot use her property as she intended. She requested that the Board tell those in Richmond that their Six Year Plan is not working. It is disheartening to see dead end roads paved, resurfaced, and our roads with pot holes that are horrible. Ms. Bledsoe went on to say that she wished people who make these decisions would come to Scott County and look at this situation. She pointed out that there is a zoo located on that road and encouraged the Board to drive around Snowflake.

Gary Baker from Boozy Creek welcomed those on the Board and noted that it is good to see a change. Mr. Baker stated that he is present because the ditch lines and roads are in bad shape. He went on to say that another heavy rain could wash out a section that could close the entire road. Some members of the Board of Supervisors stated there was nothing they could do. Mr. Baker stated that he does not know why the County Attorney or County Administrator cannot write letters to the Governor and Secretary of Transportation every week if needed to get some help. In addition, Virginia Department of Transportation has commented that the EPA is

why ditches have not been cleaned out; however, Tennessee has their ditches cleaned out. Also, Mr. Baker spoke about the Solid Waste Centers being closed on Sunday, and he went on to say the he did not think there was a big problem with people from Tennessee putting trash in Scott County dumpsters. He requested that the Solid Waste Centers be open 24 hours per day seven days per week. Mr. Baker expressed appreciation to the Board of Supervisors and hopes they can make a change.

Supervisor Eddie Skeen recognized that Delegate Terry Kilgore was in attendance, and he requested that the Chairman invite him to speak about road situations.

Chairman Michael Brickey asked Delegate Kilgore if he was ready to speak on that.

Delegate Terry Kilgore noted that he was in attendance to congratulate the Board of Supervisors, but he would speak on the road issues. Delegate Kilgore pointed out that many years ago there was a deal passed that hurt some of the rural areas because it put a lot of money on primary roads. He went on to say that he has been fighting for years to get some money for secondary roads. There is funding for primary roads and some of that money comes from federal and some from state. The roads are the responsibility of the Virginia Department of Transportation and the State of Virginia. It has been a never-ending battle. There was a bill passed to pave in place because of the cost for engineering to bring roads up to state standards. The legislation to allow paving in place is less expensive. In some parts of the State, they do not want their roads paved. Delegate Kilgore pointed out that his office is in contact with the Virginia Department of Transportation three to four times per week trying to get ditches cleaned for four counties. It is a funding issue. Delegate Kilgore stated that some meetings can be set up with the Commissioner of the Department of Transportation so that the Board of Supervisors can express their concerns during their visit to Richmond.

Supervisor Eddie Skeen announced there will be a work session with the Virginia Department of Transportation. Supervisor Skeen invited Delegate Kilgore to attend.

Delegate Kilgore replied that depends on when the work session will be held. He is obligated to be in Richmond the next three months. Delegate Kilgore offered to zoom in depending on the time, or his staff zoom in if he is not available.

Supervisor Eddie Skeen went on to say that Scott County needs something else because what we have now is not working.

Delegate Kilgore replied that the rural legislators have come together to address that. Southwest Virginia is a lot different than Southside because our roads are more difficult to pave because of the terrain. Southside is mostly paved, but that area is flat and does not cost as much to pave. Delegate Kilgore agreed if there is a commitment to a Six Year Plan, it needs to be a Six Year Plan. He went on to say that he looks forward to working with the Board of Supervisors not only on roads but Economic Development as well. He encouraged the Board to contact him about any issues they have. Delegate Kilgore added that Virginia has been blessed with a surplus this year. He thanked the Board of Supervisors for their service, recognized that it is a hard job, and thanked the Board for stepping up to the job.

Hearing no further comments, Chairman Michael Brickey closed the Citizen Expression Period and noted that the Board will take into consideration all that was addressed.

Chairman Michael K. Brickey opened a public hearing to receive comments on the possible adoption of an Ordinance to Amend and Reenact the Scott County Public Procurement Ordinance to amend at Article 2, Section 1 (G) to establish amounts for the small purchase procedure, competitive sealed bidding, and competitive negotiation.

Superintendent of Schools John Ferguson congratulated the Board and introduced Maintenance Supervisor Robbie Sallee. Mr. Ferguson reported that he requested increasing the minimum purchase amount for years because of the amounts charged for items.

Mr. Sallee stated that it has been a challenge since he has been the Maintenance Supervisor. It would be a tremendous help to increase the amount. The school maintenance department has eleven employees that range from carpentry, HVAC, electrical, and plumbing. We do a lot within the schools and do not contract it out. This is the reason we have the staff,

and it saves a lot of money. These limits keep us from getting work done and sometimes it is emergency work that needs to be done. He went on to say bids have to be obtained for parts over \$999.99, and that hinders the time to get the work done. Moving the minimum purchase to \$5,000 would be a tremendous help. People could be working instead of doing paperwork. He also mentioned that not everything they need is local.

Supervisor Maness inquired about the time that would be saved.

Mr. Sallee replied that he does not have any type of study on that. It will vary from maybe a week to hours depending on the items. He further stated that it holds things up trying to get a second and third bid.

Supervisor Stefanie Addington asked who would have the oversight if it is changed to \$5,000.

Chairman Brickey pointed out that Mr. Sallee represents maintenance within the school. There are other departments that do the same thing. He pointed out that it takes a lot of time to do a request for proposal.

Mr. Sallee stated that he is just responsible for maintenance, everything is approved through him, and then approved through Mr. Ferguson. He went on to say that it is frustrating to waste time when you know that you are wasting time.

Supervisor Brickey questioned how long the \$999.99 limit has been in effect.

County Administrator Freda Starnes replied four to five years. She went on to say that this is for all county offices.

Public Works Director Bill Dingus pointed out that this is needed as prices have increased. When a tire needs to be replaced, Mr. Dingus noted that he likes to get it done right away.

Hearing no further comments, the public hearing was closed.

On a motion by Darrel W. Jeter, duly seconded by Christopher S. Maness, this Board hereby approves the following:

**SCOTT COUNTY
PUBLIC PROCUREMENT ORDINANCE**

ORDINANCE NO. 2024-01

AMENDED: JANUARY 3, 2024

TABLE OF CONTENTS

ARTICLE 1 General Provisions

Section 1. Title; purpose; applicability	1
Section 2. Implementation	1
Section 3. Definitions	1
Section 4. Process for competitive sealed bidding	2
Section 5. Process for competitive negotiation	3

ARTICLE 2 Contract Formation and Administration

Section 1. Methods of procurement	6
Section 2. Architectural and professional engineering term contracting; limitations	7
Section 3. Job order contracting; limitations	8
Section 4. Cooperative procurement	8
Section 5. Competitive procurement by localities on state-aid projects	9
Section 6. Modification of the contract	9
Section 7. Discrimination prohibited; participation of small, women-owned, minority-owned, and service disabled veteran-owned businesses and employment services organizations	9
Section 8. Employment discrimination by contractor prohibited; required contract provisions	10
Section 9. Compliance with federal, state, and local laws and federal immigration law; required contract provisions	10
Section 10. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth	10
Section 11. Drug-free workplace to be maintained by contractor; required contract provisions	11
Section 12. Use of brand names	11
Section 13. Comments concerning specifications	11
Section 14. Prequalification generally; prequalification for construction	12
Section 15. Negotiation with lowest responsible bidder	13
Section 16. Cancellation, rejection of bids; waiver of informalities	13
Section 17. Exclusion of insurance bids prohibited	14
Section 18. Debarment	14
Section 19. Purchase of flags of the United States and the Commonwealth by public bodies	14
Section. 20 Preference for Virginia products with recycled content and for Virginia firms	14
Section 21. Preference for local products and firms; applicability	15
Section 22. Preference for energy-efficient and water-efficient goods	15
Section 23. Withdrawal of bid due to error	15
Section 24. Contract pricing arrangements	17
Section 25. Workers' compensation requirements for construction contractors and subcontractors	17
Section 26. Retainage on construction contracts	17
Section 27. Deposit of certain retained funds on certain contracts with local governments; penalty for failure to timely complete	17
Section 28. Public construction contract provisions barring damages for unreasonable delays declared void	18
Section 29. Bid bonds	19
Section 30. Performance and payment bonds	19
Section 31. Alternative forms of security	20

Section 32. Bonds on other than construction contracts..... 21
 Section 33. Action on performance bond..... 21
 Section 34. Actions on payment bonds; waiver of right to sue 21
 Section 35. Public inspection of certain records 21

ARTICLE 3
 Exemptions and Limitations

Section 1. Compliance with conditions on federal grants or contracts..... 22
 Section 2. Permitted contracts with certain religious organizations;
 purpose; limitations 23
 Section 3. Exceptions from competition for certain transactions..... 24

ARTICLE 4
 Prompt Payment

Section 1. Definitions 25
 Section 2. Exemptions 25
 Section 3. Retainage to remain valid 26
 Section 4. Prompt payment of bills by public bodies..... 26
 Section 5. Date of postmark deemed to be date payment is made 26
 Section 6. Payment clauses to be included in contracts 26

ARTICLE 5
 Remedies

Section 1. Ineligibility 27
 Section 2. Appeal of denial of withdrawal of bid 28
 Section 3. Determination of nonresponsibility 28
 Section 4. Protest of award or decision to award..... 29
 Section 5. Effect of appeal upon contract 30
 Section 6. Stay of award during protest 31
 Section 7. Contractual disputes 31
 Section 8. Legal actions 32
 Section 9. Administrative appeals procedure 33
 Section 10. Alternative dispute resolution..... 33

ARTICLE 6
 Ethics in Public Contracting

Section 1. Purpose 33
 Section 2. Definitions 33
 Section 3. Proscribed participation by public employees in procurement
 transactions 34
 Section 4. Disclosure of subsequent employment 34
 Section 5. Prohibition on solicitation or acceptance of gifts; gifts by
 bidders, offerors, contractor or subcontractor prohibited 34
 Section 6. Kickbacks 35
 Section 7. Participation in bid preparation; limitation on submitted bid for
 same procurement 35
 Section 8. Purchase of building materials, etc., from architect or engineer
 prohibited 35
 Section 9. Certification of compliance required; penalty for false statements... 36
 Section 10. Misrepresentations prohibited..... 36
 Section 11. Penalty for violation 36

ARTICLE 7
 Construction Management and Design-Build Contracting

Section 1. Definitions 36
 Section 2. Design-build or construction management contracts for local
 public bodies authorized 37

ARTICLE 8
Reporting Requirements for All Public Bodies

Section 1. Reporting requirements 38

ARTICLE 9
Severability and Effective Date

Section 1. Severability 38
Section 2. Effective date 38

ORDINANCE NO. 2024-01

SCOTT COUNTY PUBLIC PROCUREMENT ORDINANCE

Be it ordained by the Board of Supervisors of Scott County that the Scott County Public Procurement Ordinance is hereby amended at Article 2, Section 1(G) to establish new amounts for the small purchase procedure, competitive sealed bidding, and competitive negotiation and the entire ordinance as thus amended is reenacted and shall read as follows:

ARTICLE 1.

General Provisions.

Section 1. Title; purpose; applicability.

A. This ordinance may be cited as the Scott County Public Procurement Ordinance.

B. The purpose of this ordinance is to enunciate County policies pertaining to governmental procurement from nongovernmental sources pursuant to the *Virginia Public Procurement Act* to include governmental procurement which may or may not result in monetary consideration for either party. This ordinance and the *Public Procurement Act* apply whether the consideration is monetary or nonmonetary and regardless of whether the public body, the contractor, or some third party is providing the consideration.

C. Procurement of any and all construction, goods or services for any department, office, agency, board, commission, authority, constitutional or County officer or employee of Scott County, including but not limited to the Scott County School Board, the Scott County Department of Social Services and all public bodies solely appointed by the Scott County Board of Supervisors shall conform to the provisions of this ordinance and the Scott County Purchasing Manual.

Section 2. Implementation. The implementation of the provisions of this ordinance shall be coordinated by and shall be under the supervision of the Scott County Administrator and the County Purchasing Administrator.

Section 3. Definitions. The words defined in this section shall have the meanings set forth below throughout this ordinance.

“*Competitive negotiation*” is the method of contractor selection set forth in Article 1, Section 5 of this ordinance.

“*Competitive sealed bidding*” is the method of contractor selection set forth in Article 1, Section 4 of this ordinance.

“*Construction*” means building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.

“*Goods*” means all material, equipment, supplies, printing, and automated data processing hardware and software.

“*Informality*” means a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

“*Nonprofessional services*” means any services not specifically identified as professional services in the definition of professional services.

“*Potential bidder or offeror*” for the purposes of Article 5, Section 4 and Article 5, Section 8 of this ordinance means a person who, at the time a public body negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

“*Professional services*” means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

“*Public body*” means any department, office, agency, commission, authority, constitutional or county office of Scott County, including but not limited to the Scott County Board of Supervisors, the Scott County School Board, the Scott County Department of Social Services, and all public bodies solely appointed by the Scott County Board of Supervisors.

“*Public contract*” means an agreement between a public body and a nongovernmental source that is enforceable in a court of law.

“*Responsible bidder*” or “*offeror*” means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

“*Responsive bidder*” means a person who has submitted a bid that conforms in all material respects to the Invitation to Bid.

“*Reverse auctioning*” means a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidders’ prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

“*Services*” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

Section 4. Process for competitive sealed bidding.

The process for competitive sealed bidding shall include the following:

1. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the procurement. Unless the public body has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. Any locality may include in the Invitation to Bid criteria that may be used in determining whether a bidder who is not prequalified by the Virginia Department of Transportation is a responsible bidder pursuant to § 2.2-4301 of the Code of Virginia (1950), as amended. Such criteria may include a history or good faith assurances of (i) completion by the bidder and any potential subcontractors of specified safety training programs established by the U.S. Department of Labor, Occupational Safety and Health

Administration; (ii) participation by the bidder and any potential subcontractors in apprenticeship training programs approved by state agencies or the U.S. Department of Labor; or (iii) maintenance by the bidder and any potential subcontractors of records of compliance with applicable local, state, and federal laws. No Invitation to Bid for construction services shall condition a successful bidder's eligibility on having a specified experience modification factor. When it is impractical to prepare initially a purchase description to support an award based on prices, an Invitation to Bid may be issued requesting the submission of unpriced offers to be followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation;

2. Public notice of the Invitation to Bid at least 10 days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website or the Scott County website. In addition, public bodies may publish in a newspaper of general circulation. In addition, bids may be solicited directly from potential contractors. Any additional solicitations shall include certified businesses selected from a list made available by the Department of Small Business and Supplier Diversity;

3. Public opening and announcement of all bids received;

4. Evaluation of bids based upon the requirements set forth in the Invitation to Bid, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability; and

5. Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple awards are so provided in the Invitation to Bid, awards may be made to more than one bidder.

For the purposes of subdivision 1, "experience modification factor" means a value assigned to an employer as determined by a rate service organization in accordance with its uniform experience rating plan required to be filed pursuant to subsection D of § 38.2-1913 of the Code of Virginia (1950), as amended.

Section 5. Process for competitive negotiation.

A. The process for competitive negotiation shall include the following:

1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors that will be used in evaluating the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities, specifications or qualifications that will be required. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals. No Request for Proposal for construction authorized by this section shall condition a successful offeror's eligibility on having a specified experience modification factor;

2. Public notice of the Request for Proposal at least 10 days prior to the date set for receipt of proposals by posting on the Department of General Services' central electronic procurement website or the Scott County website. Public bodies may also publish in a newspaper of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request. Posting on the Department of General Services' central electronic procurement website shall be required of any local public body if such local public body elects not to publish notice of the Request for Proposal in a newspaper of general circulation in the area in which the contract is to be performed. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities. In addition, proposals may be solicited directly from potential contractors. Any additional solicitations shall include certified businesses selected from a list made available by the Department of Small Business and Supplier Diversity; and

3. For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those

submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in § 2.2-2006 of the Code of Virginia (1950), as amended, a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror; or

4. For professional services, the public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § 2.2-4342 of the Code of Virginia (1950), as amended, proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § 2.2-1132 of the Code of Virginia (1950), as amended, until after the qualified offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror.

Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

B. Multiphase professional services contracts satisfactory and advantageous to the completion of large, phased, or long-term projects may be negotiated and awarded based on a fair and reasonable price for the first phase only, where the completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to entering into any such contract, the public body shall (i) state the anticipated intended total scope of the project and (ii) determine in writing that the nature of the work is such that the best interests of the public body require awarding the contract.

For the purposes of subdivision A 1, "experience modification factor" means a value assigned to an employer as determined by a rate service organization in accordance with its uniform experience rating plan required to be filed pursuant to subsection D of § 38.2-1913 of the Code of Virginia (1950), as amended.

ARTICLE 2.

Contract Formation and Administration.

Section 1. Methods of procurement.

A. All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation as provided in this section, unless otherwise authorized by law. *Effective July 1, 2023:* Local public bodies are encouraged to use eVA to offer an electronic submission option.

B. Professional services shall be procured by competitive negotiation.

C. Goods, services other than professional services, and insurance may be procured by competitive sealed bidding or competitive negotiation.

Upon a written determination made in advance by the public body, that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional set forth in Article 1, Section 5 of this ordinance. The basis for this determination shall be documented in writing and shall be forwarded to the Scott County Purchasing Agent.

D. Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances:

1. By any public body on a fixed price design-build basis or construction management basis as provided in Article 7; or

2. By any public body for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property upon a determination made in advance by the public body and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.

E. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination and shall be forwarded to the Scott County Purchasing Agent. The public body shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or the Scott County website and in addition, the public body may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first.

F. In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file and shall be forwarded to the Scott County Purchasing Agent. The public body shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Department of General Services' central electronic procurement website or the Scott County website, and in addition, the public body may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable.

G. The Scott County Board of Supervisors may establish purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for:

1. Goods and services other than professional services and non-transportation-related construction, if the aggregate or the sum of all phases is not expected to exceed \$50,000; and

2. Transportation-related construction, if the aggregate or sum of all phases is not expected to exceed \$35,000.

However, such small purchase procedures shall provide for competition wherever practicable.

Such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$20,000.

All public bodies proceeding with purchases under this subsection shall post a public notice on the Department of General Services' central electronic procurement website or other appropriate websites.

H. Upon a determination made in advance by the public body and set forth in writing that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination and shall be forwarded to the Scott County Purchasing Agent.

I. The purchase of goods or nonprofessional services, but not construction or professional services, may be made by reverse auctioning.

Section 2. Architectural and professional engineering term contracting; limitations.

A. A contract for architectural or professional engineering services relating to multiple projects may be awarded by a public body, provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.

Such contracts may be renewable for three additional terms at the option of the public body. Any unused amounts from one contract term shall not be carried forward to any additional term, except as otherwise provided by the Restructured Higher Education Financial and Administrative Operations Act (§ 23.1-1000 et seq. of the Code of Virginia (1950), as amended). The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed.

The sum of all projects performed in a contract term shall not exceed \$10 million, and the fee for any single project shall not exceed \$2.5 million.

B. Competitive negotiations for such architectural or professional engineering services contracts may result in awards to more than one offeror, provided (i) the Request for Proposal so states and (ii) the public body has established procedures for distributing multiple projects among the selected contractors during the contract term. Such procedures shall prohibit requiring the selected contractors to compete for individual projects based on price.

Section 3. Job order contracting; limitations.

A. A job order contract may be awarded by a public body for multiple jobs, provided (i) the jobs require similar experience and expertise, (ii) the nature of the jobs is clearly identified in the solicitation, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first. Contractors may be selected through either competitive sealed bidding or competitive negotiation.

B. Such contracts may be renewable for two additional one-year terms at the option of the public body. The fair and reasonable prices as negotiated shall be used in determining the cost of each job performed, and the sum of all jobs performed in a one-year contract term shall not exceed \$6 million. Individual job orders shall not exceed \$500,000.

C. For the purposes of this section, any unused amounts from one contract term shall not be carried forward to any additional term.

D. Order splitting with the intent of keeping a job order under the maximum dollar amounts prescribed in subsection B is prohibited.

E. No public body shall issue or use a job order, under a job order contract, solely for the purpose of receiving professional architectural or engineering services that

constitute the practice of architecture or the practice of engineering as those terms are defined in § 54.1-400. However, professional architectural or engineering services may be included on a job order where such professional services (i) are incidental and directly related to the job, (ii) do not exceed \$25,000 per job order, and (iii) do not exceed \$75,000 per contract term.

F. Job order contracting shall not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel, or overpass. However, job order contracting may be used for safety improvements or traffic calming measures for individual job orders up to \$250,000, subject to the maximum annual threshold amount established in this section.

Section 4. Cooperative procurement.

Any public body may participate in, sponsor, conduct, or administer a joint procurement agreement or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction as provided in § 2.2-4304 of the Code of Virginia (1950), as amended.

Section 5. Competitive procurement by localities on state-aid projects.

No contract for the construction of any building or for an addition to or improvement of an existing building by any public body for which state funds of not more than \$50,000 in the aggregate or for the sum of all phases of a contract or project either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided in this ordinance. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to this ordinance.

Section 6. Modification of the contract.

A. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the public body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

B. Any public body may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

C. Nothing in this section shall prevent any public body from placing greater restrictions on contract modifications.

D. The provisions of this section shall not limit the amount a party to a public contract may claim or recover against a public body pursuant to Section 7 of Article 5 of this ordinance or any other applicable statute or regulation. Modifications made by a political subdivision that fail to comply with this section are voidable at the discretion of the governing body, and the unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in Article 5, Section 7.

Section 7. Discrimination prohibited; participation of small, women-owned, minority-owned, and service disabled veteran-owned businesses and employment services organizations.

A. In the solicitation or awarding of contracts, no public body shall discriminate against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, each public body shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity, which list shall include all companies and organizations certified by the Department.

B. All public bodies shall establish programs consistent with all provisions of this ordinance and § 2.2-4310 of the Code of Virginia (1950), as amended, to facilitate the participation of small businesses, businesses owned by women, minorities and service disabled veterans, and employment services organizations in procurement transactions.

Section 8. Employment discrimination by contractor prohibited; required contract provisions.

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 9. Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Section 10. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

C. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator.

D. Any business entity described in subsection A that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Section 11. Drug-free workplace to be maintained by contractor; required contract provisions.

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 12. Use of brand names.

Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Section 13. Comments concerning specifications.

Every public body awarding public contracts shall establish procedures whereby comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposal can be received and considered prior to the time set for receipt of bids or proposals or award of the contract.

Section 14. Prequalification generally; prequalification for construction.

A. Prospective contractors may be prequalified for particular types of supplies, services, insurance or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedure shall be established in writing by the public body and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process.

B. Any prequalification of prospective contractors for construction by a public body shall be pursuant to a prequalification process for construction projects adopted by the public body. Such process shall be consistent with the provisions of this subsection.

The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. Such form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of Article 2, Section 32, of this ordinance.

In all instances in which the public body requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.

At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the public body shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to such contractor shall state the reasons for such denial of prequalification and the factual basis of such reasons.

A decision by a public body denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals the decision as provided in Section 1, Article 5 of this ordinance.

C. A public body may deny prequalification to any contractor only if the public body finds one of the following:

1. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the public body shall be sufficient to establish the financial ability of such contractor to perform the contract resulting from such procurement;

2. The contractor does not have appropriate experience to perform the construction project in question;

3. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

4. The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If the public body has not contracted with a contractor in any prior construction contracts, the public body may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. A public body may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

5. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of the *Virginia Public Procurement Act*, (ii) the *Virginia Governmental Frauds Act* (§ 18.2-498.1 et seq.), (iii) Chapter 4.2 (§ 59.1-68.6 et seq.) of Title 59.1 of the Code of Virginia (1950), as amended, or (iv) any substantially similar law of the United States or another state;

6. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

7. The contractor failed to provide to the public body in a timely manner any information requested by the public body relevant to subdivisions 1 through 6 of this subsection.

D. If a public body has a prequalification ordinance that provides for minority participation in municipal construction contracts, that public body may also deny prequalification based on minority participation criteria. However, nothing herein shall authorize the adoption or enforcement of minority participation criteria except to the extent that such criteria, and the adoption and enforcement thereof, are in accordance with the Constitution and laws of the United States and the Commonwealth.

E. The provisions of subsections B, C, and D shall not apply to prequalification for contracts let under § 33.1-12 of the Code of Virginia (1950), as amended.

Section 15. Negotiation with lowest responsible bidder.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the public body may negotiate with the apparent low bidder to obtain a contract price within available funds. However, such negotiation may be undertaken only under conditions and procedures described in writing and approved by the public body prior to issuance of the Invitation to Bid and summarized therein.

Section 16. Cancellation, rejection of bids; waiver of informalities.

A. An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. The reasons for cancellation or rejection shall be made part of the contract file and a copy of the reasons shall be forwarded to the Scott County Purchasing Agent. A public body shall not cancel or reject an Invitation to Bid, a Request for Proposal, any other solicitation, bid or proposal pursuant to this section solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

B. A public body may waive informalities in bids.

Section 17. Exclusion of insurance bids prohibited.

Notwithstanding any other provision of law, no insurer licensed to transact the business of insurance in the Commonwealth or approved to issue surplus lines insurance in the Commonwealth shall be excluded from presenting an insurance bid proposal to a public body in response to a request for proposal or an invitation to bid. Nothing in this section shall preclude a public body from debaring a prospective insurer pursuant to Section 15, Article 2 of this ordinance.

Section 18. Debarment.

A. Prospective contractors may be debarred from contracting for particular types of supplies, services, insurance or construction, for specified periods of time. Any debarment procedure shall be established in writing by the public body. Any debarment procedure may provide for debarment on the basis of a contractor's unsatisfactory performance for a public body.

B. In addition, a prospective contractor shall be debarred from contracting with all public bodies and covered institutions whenever the Tax Commissioner so determines pursuant to § 58.1-1902 of the Code of Virginia (1950), as amended.

Section 19. Purchase of flags of the United States and the Commonwealth by public bodies.

Notwithstanding any provision of law to the contrary, whenever a state or local public body or school division purchases a flag of the United States or a flag of the Commonwealth for public use, such flag shall be made in the United States from articles, materials, or supplies that are grown, produced, and manufactured in the United States, if available.

Section 20. Preference for Virginia products with recycled content and for Virginia firms.

A. In the case of a tie bid, preference shall be given to goods produced in Virginia, goods or services or construction provided by Virginia persons, firms or corporations; otherwise the tie shall be decided by lot.

B. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractor and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, all public bodies may rely upon the accuracy of the information posted on this website.

C. Notwithstanding the provisions of subsections A and B, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

D. For the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

Section 21. Preference for local products and firms; applicability.

A. In case of a tie bid, preference may be given to goods, services and construction produced in Scott County or provided by persons, firms or corporations having principal places of business in Scott County, if such a choice is available; otherwise, the tie shall be decided by lot, unless the above Section 10 applies.

B. The provisions of this section shall apply only to bids submitted pursuant to a written Invitation to Bid.

Section 22. Preference for energy-efficient and water-efficient goods.

A. As used in this section, "FEMP" means the Federal Energy Management Program.

B. When in the course of procuring goods, if a local public body receives two or more bids for products that are Energy Star certified, meet FEMP-designated efficiency requirements, appear on FEMP's Low Standby Power Product List, or are Water Sense certified, such local public body may only select among those bids unless, before selecting a different bid, the local public body provides a written statement that demonstrates the cost of the products that are Energy Star certified, meet FEMP-designated efficiency requirements, appear on FEMP's Low Standby Power Product List, or are Water Sense certified was unreasonable.

Section 23. Withdrawal of bid due to error.

A. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

B. One of the following procedures for withdrawal of a bid shall be selected by the public body and stated in the advertisement for bids:

1. Bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice; or

2. Where the public body opens the bids one day following the time fixed for the submission of bids, the bidder shall submit to the public body or designated official his original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. The bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The contract shall not be awarded by the public body until the two-hour period has elapsed.

Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject

to the conditions of subsection F of § 2.2-4342 of the Code of Virginia (1950), as amended.

C. If a public body chooses to allow the withdrawal of bids for other than construction contracts, it shall follow the above-described procedure.

D. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

E. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.

F. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

G. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.

Section 24. Contract pricing arrangements.

A. Except as prohibited herein, public contracts may be awarded on a fixed price or cost reimbursement basis, or on any other basis that is not prohibited.

B. Except in case of emergency affecting the public health, safety or welfare, no public contract shall be awarded on the basis of cost plus a percentage of cost.

C. A policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section.

Section 25. Workers' compensation requirements for construction contractors and subcontractors.

A. No contractor shall perform any work on a construction project of a department, agency or institution of Scott County unless he (i) has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2 of the Code of Virginia (1950), as amended, and (ii) provides prior to the award of contract, on a form furnished by Scott County, evidence of such coverage.

B. The Virginia Department of General Services shall provide the form to such departments, agencies, institutions and political subdivisions. Failure of a department, agency, institution or political subdivision to provide the form prior to the award of contract shall waive the requirements of clause (ii) of subsection A.

C. No subcontractor shall perform any work on a construction project of a department, agency or institution of Scott County unless he has obtained, and continues to maintain for the duration of such work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 et seq.) of Title 65.2 of the Code of Virginia (1950), as amended.

Section 26. Retainage on construction contracts.

A. In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment.

B. Any subcontract for a public project that provides for similar progress payments shall be subject to the provisions of this section.

Section 27. Deposit of certain retained funds on certain contracts with local governments; penalty for failure to timely complete.

A. When contracting directly with contractors for public contracts of \$200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pike driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained, there shall be included in the Bid Proposal an option for the contractor to use an escrow account procedure for utilization of the public body's retainage funds by so indicating in the space provided in the proposal documents. In the event the contractor elects to use the escrow account procedure, the escrow agreement form included in the Bid Proposal and Contract shall be executed and submitted to the public body within fifteen calendar days after notification. If the escrow agreement form is not submitted within the fifteen-day period, the contractor shall forfeit his rights to the use of the escrow account procedure.

B. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent, and the surety shall execute an escrow agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth. The escrow agreement and all regulations adopted by the public body entering into the contract shall be substantially the same as that used by the Virginia Department of Transportation.

C. This section shall not apply to public contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

D. Any such public contract for construction with the county which includes payment of interest on retained funds, may require a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.

E. Any subcontract for such public project that provides for similar progress payments shall be subject to the provisions of this section.

Section 28. Public construction contract provisions barring damages for unreasonable delays declared void.

A. Any provision contained in any public construction contract that purports to waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay in performing such contract, either on his behalf or on behalf of his subcontractor if and to the extent the delay is caused by acts or omissions of the public body, its agents or employees and due to causes within their control shall be void and unenforceable as against public policy.

B. Subsection A shall not be construed to render void any provision of a public construction contract that:

1. Allows a public body to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractors, agents or employees;
2. Requires notice of any delay by the party claiming the delay;
3. Provides for liquidated damages for delay; or
4. Provides for arbitration or any other procedure designed to settle contract disputes.

C. A contractor making a claim against a public body for costs or damages due to the alleged delaying of the contractor in the performance of its work under any public construction contract shall be liable to the public body and shall pay it for a percentage of all costs incurred by the public body in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim that is determined through litigation or arbitration to be false or to have no basis in law or in fact.

D. A public body denying a contractor's claim for costs or damages due to the alleged delaying of the contractor in the performance of work under any public construction contract shall be liable and shall pay such contractor a percentage of all costs incurred by the contractor to investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the public body shall be equal to the percentage of

the contractor's total delay claim for which the public body's denial is determined through litigation or arbitration to have been made in bad faith.

Section 29. Bid bonds.

A. Except in cases of emergency, all bids or proposals for non-transportation-related construction contracts in excess of \$500,000 or transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia (1950), as amended, that are in excess of \$350,000 and partially or wholly funded by the Commonwealth shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.

B. No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

C. Nothing in this section shall preclude a public body from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$500,000 for non-transportation-related projects or \$350,000 for transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia (1950), as amended, and partially or wholly funded by the Commonwealth.

Section 30. Performance and payment bonds.

A. Upon the award of any (i) non-transportation-related public construction contract exceeding \$500,000 awarded to any prime contractor or (ii) transportation-related project authorized pursuant to Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia (1950), as amended, exceeding \$350,000 that is partially or wholly funded by the Commonwealth, the contractor shall furnish to the public body the following bonds:

1. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract, unless the contract is an indefinite delivery or quantity contract with a local public body and the local public body adopts an ordinance pursuant to subsection G.

2. A payment bond in the sum of the contract amount, unless the contract is an indefinite delivery or quantity contract with a local public body and the local public body adopts an ordinance pursuant to subsection G. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work.

B. Each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia.

C. If the public body is the Commonwealth, or any agency or institution thereof, the bonds shall be payable to the Commonwealth of Virginia, naming also the agency or institution thereof. Bonds required for the contracts of other public bodies shall be payable to such public body.

D. Each of the bonds shall be filed with the public body that awarded the contract, or a designated office or official thereof.

E. Nothing in this section shall preclude a public body from requiring payment or performance bonds for construction contracts below \$500,000 for non-transportation-related projects or \$350,000 for transportation-related projects authorized under Article 2 (§ 33.2-208 et seq.) of Chapter 2 of Title 33.2 of the Code of Virginia (1950), as amended, and partially or wholly funded by the Commonwealth.

F. Nothing in this section shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts that are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

G. For indefinite delivery or quantity contracts awarded pursuant to subsection A, any locality may by ordinance allow the contractor awarded such contract to furnish to the local public body a performance bond and a payment bond, each of which shall be equal to the dollar amount of the individual tasks identified in the underlying contract. Such contractor shall not be required to pay the performance bond and payment bond in the sum of the contract amount if the contracting locality has adopted such an ordinance pursuant to this subsection. For purposes of this section, "indefinite delivery or quantity contract" means a contract that only requires performance of contractual obligations upon the request of the locality and which establishes an annual cap for the total work that may be authorized for such contract.

Section 31. Alternative forms of security.

A. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.

B. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond.

C. The provisions of this section shall not apply to the Department of Transportation.

Section 32. Bonds on other than construction contracts.

A public body may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

Section 33. Action on performance bond.

No action against the surety on a performance bond shall be brought unless within five years after completion of the contract. For the purposes of this section, completion of the contract is the final payment to the contractor pursuant to the terms of the contract. However, if a final certificate of occupancy, or written final acceptance of the project, is issued prior to final payment, the five-year period to bring an action shall commence no later than 12 months from the date of the certificate of occupancy or written final acceptance of the project.

Section 34. Actions on payment bonds; waiver of right to sue.

A. Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in the furtherance of the work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of 90 days after the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due him for such labor or material. The obligee named in the bond need not be named a party to the action.

B. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

C. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

D. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

Section 35. Public inspection of certain records.

A. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq. of the Code of Virginia (1950), as amended).

B. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

C. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the public body decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

D. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

E. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

F. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 of the Code of Virginia (1950), as amended, shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq. of the Code of Virginia (1950), as amended); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

ARTICLE 3.

Exemptions and Limitations.

Section 1. Compliance with conditions on federal grants or contracts.

Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of this ordinance, a public body may comply with such federal requirements, notwithstanding the provisions of this ordinance, only upon the written determination of the public body, that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of this ordinance in conflict with the conditions of the grant or contract. The determination shall be forwarded to the Scott County Purchasing Agent.

Section 2. Permitted contracts with certain religious organizations; purpose; limitations.

A. It is the intent of the General Assembly, in accordance with the *Personal Responsibility and Work Opportunity Reconciliation Act of 1996*, P.L. 104-193, to authorize public bodies to enter into contracts with faith-based organizations for the purposes described in this section on the same basis as any other nongovernmental source without impairing the religious character of such organization, and without

diminishing the religious freedom of the beneficiaries of assistance provided under this section.

B. For the purposes of this section, “*faith-based organization*” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the *Personal Responsibility and Work Opportunity Reconciliation Act of 1996*, P.L. 104-193.

C. Public bodies, in procuring goods or services, or in making disbursements pursuant to this section, shall not (i) discriminate against a faith-based organization on the basis of the organization’s religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

D. Public bodies shall ensure that all invitations to bid, requests for proposals, contracts, and purchase orders prominently display a nondiscrimination statement indicating that the public body does not discriminate against faith-based organizations.

E. A faith-based organization contracting with a public body (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient’s religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) shall be subject to the same rules as other organizations that contract with public bodies to account for the use of funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law.

F. Consistent with the *Personal Responsibility and Work Opportunity Reconciliation Act of 1996*, P.L. 104-193, funds provided for the expenditure pursuant to contracts with public bodies shall not be spent for religious worship, instruction, or proselytizing; however, this prohibition shall not apply to expenditures pursuant to contracts, if any, for the services of chaplains.

G. Nothing in this section shall be construed as barring or prohibiting a faith-based organization from any opportunity to make a bid or proposal or contract on the grounds that the faith-based organization has exercised the right, as expressed in 42 U.S.C. (§ 2000 e-1 et seq.), to employ persons of a particular religion.

H. If an individual, who applies for or receives goods, services, or disbursements provided pursuant to a contract between a public body and a faith-based organization, objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

The public body shall provide to each individual who applies for or receives goods, services, or disbursements provided pursuant to a contract between a public body and a faith-based organization a notice in bold face type that states: “Neither the public body’s selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the appropriate person as indicated on this form.”

Section 3. Exceptions from competition for certain transactions.

- A. Any public body may enter into contracts without competition for:
1. The purchase of goods or services that are produced or performed by:
 - a. Persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired; or
 - b. Employment services organizations that offer transitional or supported employment services serving individuals with disabilities.

2. The purchase of legal services, provided that the pertinent provisions of Chapter 5 of the Code of Virginia (§ 2.2-500 et seq.) remain applicable, or expert witnesses or other services associated with litigation or regulatory proceedings.

B. The Scott County Economic Development Authority may enter into contracts without competition with respect to any item of cost of “authority facilities” or “facilities” as defined in § 15.2-4902 of the Code of Virginia (1950), as amended, or “facility” as defined in § 15.2-6400 of the Code of Virginia (1950), as amended.

C. Any public body may enter into contracts without competitive sealed bidding or competitive negotiation for insurance or electric utility services if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided that such association has procured the insurance or electric utility services by use of competitive principles and that the public body has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination and shall be forwarded to the Scott County Purchasing Agent.

D. The Scott County Department of Social Services in administering public assistance and social services programs as defined in § 63.2-100 of the Code of Virginia (1950), as amended, community services boards as defined in § 37.2-100 of the Code of Virginia (1950), as amended, or any public body purchasing services under the *Virginia Comprehensive Services Act for At-Risk Youth and Families* (§ 2.2-5200 et seq.) or the *Virginia Juvenile Community Crime Control Act* (§ 16.1-309.2 et seq.) for goods or personal services for direct use by the recipients of such programs without competitive sealed bidding or competitive negotiations if the procurement is made for an individual recipient. Contracts for the bulk procurement of goods or services for the use of recipients shall not be exempted from the requirements of Section 1, Article 2, of this ordinance.

E. The Scott County School Board may authorize any or all of its public schools to enter into contracts providing that caps and gowns, photographs, class rings, yearbooks and graduation announcements will be available for purchase or rental by students, parents, faculty or other persons using nonpublic money through the use of competitive negotiation as provided in this ordinance, competitive sealed bidding not necessarily being required for such contracts. The Virginia Superintendent of Public Instruction may provide assistance to the Scott County Public School System regarding this exception from competitive sealed bidding to permit competitive negotiation for such contracts.

ARTICLE 4.

Prompt Payment.

Section 1. Definitions.

As used in this article, unless the context requires a different meaning:

“*Construction contract*” means a contract relating to the construction, alteration, repair, or maintenance of a building, structure, or appurtenance to such building or structure, including moving, demolition, and excavation connected with such building or structure, or any provision contained in any contract relating to the construction of projects other than buildings.

“*Contractor*” or “*general contractor*” means the entity who has a direct contract with any public body as discussed in Section 5 of Article 4.

“*Payment date*” means either (i) the date on which payment is due under the terms of a contract for provision of goods or services; or (ii) if such date has not been established by contract, (a) 45 days after receipt of a proper invoice by the public body or its agent responsible under the contract for approval of such invoices for the amount of payment due, or (b) 45 days after receipt of the goods or services by the local government, whichever is later.

“*Subcontractor*” means any entity that has a contract to supply labor or materials to the contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

Section 2. Exemptions.

The provisions of this article shall not apply to (i) the late payment provisions contained in any public utility tariffs prescribed by the State Corporation Commission or (ii) payments for services provided under the state plan for medical assistance identified as potentially fraudulent, abusive, or erroneous in accordance with the program established pursuant to § 32.1-319.1 of the Code of Virginia (1950), as amended, and delayed until such time as the claim can be validated..

Section 3. Retainage to remain valid.

Notwithstanding the provisions of this article, the provisions of this ordinance relating to retainage shall remain valid.

Section 4. Prompt payment of bills by public bodies.

Every public body that acquires goods or services, or conducts any other type of contractual business with a nongovernmental, privately owned enterprise, shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or services; or (ii) if such date is not established by contract, not more than forty-five days after goods or services are received or not more than forty-five days after the invoice is rendered, whichever is later.

Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery.

Within twenty days after the receipt of the invoice for goods or services, the public body or its agent shall notify the supplier of any defect or impropriety that would prevent payment by the payment date.

Unless otherwise provided under the terms of the contract for the provision of goods or services, every public body that fails to pay by the payment date shall pay any finance charges assessed by the supplier that shall not exceed one percent per month.

The provisions of this section shall not apply to the late payment provisions in any public utility tariffs or public utility negotiated contracts.

Section 5. Date of postmark deemed to be date payment is made.

In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this ordinance.

Section 6. Payment clauses to be included in contracts.

Any contract awarded by any agency of local government in accordance with Article 4, Section 4 of this ordinance, shall include:

1. A payment clause that obligates the contractor on a construction contract, in the event that the contractor has not received payment from the local government for work performed by a subcontractor under such contract, to be liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the contractor shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor's receiving payment for amounts owed to that contractor. Any provision in a construction contract contrary to this section shall be unenforceable. Nothing in this subdivision shall be construed to (i) apply to or prohibit the inclusion of any retainage provisions in a construction contract or (ii) apply to contracts awarded solely for professional services

as that term is defined in § 2.2-4301 of the Code of Virginia (1950), as amended, where the public body is contracting directly with an architectural and engineering firm.

2. A payment clause that obligates the contractor to take one of the two following actions within seven days after receipt of amounts paid to the contractor by the local government for work performed by the subcontractor under that contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

b. Notify the agency of local government and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

3. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

4. An interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the agency of local government for work performed by the subcontractor under that contract, except for amounts withheld as allowed in subdivision 2 of this section.

5. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the agency of local government. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

ARTICLE 5.

Remedies.

Section 1. Ineligibility.

A. Any bidder, offeror or contractor refused permission to participate, or disqualified from participation, in public contracts shall be notified in writing. Prior to the issuance of a written determination of disqualification or ineligibility, the public body shall (i) notify the bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

Within ten business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The public body shall issue its written determination of disqualification or ineligibility based on all information in the possession of the public body, including any rebuttal information, within five business days of the date the public body received such rebuttal information.

If the evaluation reveals that the bidder, offeror or contractor should be allowed permission to participate in the public contract, the public body shall cancel the proposed disqualification action. If the evaluation reveals that the bidder should be refused permission to participate, or disqualified from participation, in the public contract, the public body shall so notify the bidder, offeror or contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten days after receipt of the notice by invoking administrative procedures meeting the standards of § 2.2-4365 of the Code of Virginia (1950), as amended, if available, or in the alternative by instituting legal action as provided in § 2.2-4364 of the Code of Virginia (1950), as amended.

B. If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulations, the sole relief shall be restoration of eligibility.

Section 2. Appeal of denial of withdrawal of bid.

A. A decision denying withdrawal of bid under the provisions of Section 20, Article 2 of this ordinance shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by invoking administrative procedures meeting the standards of Section 9, Article 5 of this ordinance, if available, or in the alternative by instituting legal action as provided in Section 8, Article 5 of this ordinance.

B. If no bid bond was posted, a bidder refused withdrawal of a bid under the provisions of this ordinance, prior to appealing, shall deliver to the public body a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

C. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

Section 3. Determination of nonresponsibility.

A. Following public opening and announcement of bids received on an Invitation to Bid, the public body shall evaluate the bids in accordance with element 4 of the definition of "Competitive sealed bidding" in Section 3, Article 1 of this ordinance. At the same time, the public body shall determine whether the apparent low bidder is responsible. If the public body so determines, then it may proceed with an award in accordance with element 5 of the definition of "Competitive sealed bidding" in Section 3, Article 1 of this ordinance. If the public body determines that the apparent low bidder is not responsible, it shall proceed as follows:

1. Prior to the issuance of a written determination of nonresponsibility, the public body shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents that relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

2. Within ten business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The public body shall issue its written determination of responsibility based on all information in the possession of the public body, including any rebuttal information, within five business days of the date the public body received the rebuttal information. At the same time, the public body shall notify, with return receipt requested, the bidder in writing of its determination.

3. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten days after receipt of the notice by invoking administrative procedures meeting the standards of Section 9, Article 5 of this ordinance, if available, or in the alternative by instituting legal action as provided in Section 8, Article 5 of this ordinance.

The provisions of this subsection shall not apply to procurements involving the prequalification of bidders and the rights of any potential bidders under such prequalification to appeal a decision that such bidders are not responsible.

B. If, upon appeal pursuant to Section 8 or Section 9, Article 5, it is determined that the decision of the public body was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms of the Invitation to Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question or directed award as provided in subsection A of Section 8, Article 5 of this ordinance or both.

If it is determined that the decision of the public body was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, and an award of the contract has been made, the relief shall be as set forth in subsection B of Section 4, Article 5 of this ordinance.

C. A bidder contesting a determination that he is not a responsible bidder for a particular contract shall proceed under this section, and may not protest the award or proposed award under Section 4, Article 5 of this ordinance.

D. Nothing contained in this section shall be construed to require a public body, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

E. Any determination that a low bidder is not responsible that uses such factors listed in the Invitation to Bid as a basis for its decision shall be presumptively considered an honest exercise of discretion.

Section 4. Protest of award or decision to award.

A. Any bidder or offeror, who desires to protest the award or decision to award a contract shall submit such protest in writing to the public body, or an official designated by the public body, no later than ten days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the public body in the manner prescribed in the terms or conditions of the Invitation to Bid or Request for Proposal. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Section 1, Article 2 of this ordinance. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under Section 32, Article 2 of this ordinance, then the time within which the protest shall be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under said Section 32, or at such later time as provided in this section. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The public body or designated official shall issue a decision in writing within ten days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten days of receipt of the written decision by invoking administrative procedures meeting the standards of Section 9, Article 5 of this ordinance, if available, or in the alternative by instituting legal action as provided in Section 8, Article 5 of this ordinance. Nothing in this subsection shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation to Bid or Request for Proposal.

B. If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The public body shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided.

Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the public body may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

C. Where a public body or an official designated by that public body determines, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article 6 of this ordinance, the public body or the designated official may enjoin the award of the contract to a particular bidder.

Section 5. Effect of appeal upon contract.

Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this ordinance shall not be affected by the fact that a protest or appeal has been filed.

Section 6. Stay of award during protest.

An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest as provided in Section 4, Article 5 of this ordinance, or the filing of a timely legal action as provided in Section 8, Article 5 of this ordinance, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

Section 7. Contractual disputes.

A. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

B. Each public body shall include in its contracts a procedure for consideration of contractual claims. Such procedure, which may be contained in the contract or may be specifically incorporated into the contract by reference and made available to the contractor, shall establish a time limit for a final decision in writing by the public body. If the public body has established administrative procedures meeting the standards of Section 9, Article 5 of this ordinance, such procedures shall be contained in the contract or specifically incorporated in the contract by reference and made available to the contractor.

C. If, however, the public body fails to include in its contracts a procedure for consideration of contractual claims, the following procedure shall apply:

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.

2. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the public body's chief administrative officer or his designee. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the public body fails to render a decision within 90 days of submission of the claim. Failure of the public body to render a decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the public body's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

D. A contractor may not invoke administrative procedures meeting the standards of Section 9, Article 5 of this ordinance, if available, or institute legal action as provided in Section 8, Article 5 of this ordinance, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified in the contract or, if no time is specified, then within the time provided by subsection C. A failure of the public body to render a final decision within the time provided in subsection C shall be deemed a final decision denying the claim by the public body.

E. The decision of the public body shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by the public body by invoking administrative procedures meeting the standards of Section 9, Article 5 of this ordinance, if available, or in the alternative by instituting legal action as provided in Section 8, Article 5 of this ordinance.

Section 8. Legal actions.

A. A bidder or offeror, actual or prospective, who is refused permission or disqualified from participation in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the Scott County Circuit Court challenging that decision, which shall be reversed only if the petitioner establishes that the decision was not (i) an honest exercise of discretion, but rather was arbitrary or capricious; (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid; or (iii) in the case of denial or prequalification, based upon the criteria for denial of prequalification set forth in subsection B of Section 13, Article 2 of

this ordinance. In the event the apparent low bidder, having been previously determined by the public body to be not responsible in accordance with Section 3, Article 1 of this ordinance, is found by the court to be a responsible bidder, the court may direct the public body to award the contract to such bidder in accordance with the requirements of this section and the Invitation to Bid.

B. A bidder denied withdrawal of a bid under Section 20, Article 2, of this ordinance may bring an action in the Scott County Circuit Court challenging that decision, which shall be reversed only if the bidder establishes that the decision of the public body was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid.

C. A bidder, offeror or contractor, or a potential bidder or offeror on a contract negotiated on a sole source or emergency basis in the manner provided in Section 1, Article 2 of this ordinance, whose protest of an award or decision to award under Section 4, Article 5 is denied, may bring an action in the Scott County Circuit Court challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is not (i) an honest exercise of discretion, but rather is arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation to Bid or Request for Proposal.

D. If injunctive relief is granted, the court, upon request of the public body, shall require the posting of reasonable security to protect the public body.

E. A contractor may bring an action involving a contract dispute with a public body in the Scott County Circuit Court.

F. A bidder, offeror or contractor need not utilize administrative procedures meeting the standards of Section 9, Article 5 of this ordinance, if available, but if those procedures are invoked by the bidder, offeror or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the public body agrees otherwise.

G. Nothing herein shall be construed to prevent a public body from instituting legal action against a contractor.

Section 9. Administrative appeals procedure.

A. By resolution, the public body may establish an administrative procedure for hearing (i) protests of a decision to award or an award, (ii) appeals from refusals to allow withdrawal of bids, (iii) appeals from disqualifications and determinations of nonresponsibility, (iv) and appeals from decisions on disputes arising during the performance of a contract, or (v) any of these. Such administrative procedure shall provide for a hearing before a disinterested person or panel, the opportunity to present pertinent information and the issuance of a written decision containing findings of fact. The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final and conclusive and shall not be set aside unless the same are (a) fraudulent, arbitrary or capricious; (b) so grossly erroneous as to imply bad faith; or (c) in the case of denial of prequalification, the findings were not based upon the criteria for denial of prequalification set forth in Section 13, Article 2 of this Ordinance. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.

B. Any party to the administrative procedure, including the public body, shall be entitled to institute judicial review if such action is brought within thirty days of receipt of the written decision.

Section 10. Alternative dispute resolution.

Public bodies may enter into agreements to submit disputes arising from contracts entered into pursuant to this chapter to arbitration and to utilize mediation and other alternative dispute resolution procedures. Alternative dispute resolution procedures entered into by school boards shall be nonbinding.

ARTICLE 6.

Ethics in Public Contracting.

Section 1. Purpose.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the *Virginia State and Local Government Conflict of Interests Act* (§ 2.2-3100 et seq. of the Code of Virginia), the *Virginia Governmental Frauds Act* (§ 18.2-498.1 et seq. of the Code of Virginia), and Articles 2 (§ 18.2-438 et seq.) and 3 (§ 18.2-446 et seq.) of Chapter 10 of Title 18.2 of the Code of Virginia.

The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the *Virginia State and Local Government Conflict of Interests Act*.

Section 2. Definitions.

As used in this this article.

“*Immediate family*” means a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

“*Official responsibility*” means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

“*Pecuniary interest arising from the procurement*” means a personal interest in a contract as defined in the *Virginia State and Local Government Conflict of Interests Act* (§ 2.2-3100 et seq. of the Code of Virginia).

“*Procurement transaction*” means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

“*Public employee*” means any person employed by a public body, including elected officials or appointed members of public bodies.

Section 3. Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by subdivisions B 1, 2, and 3 of § 2.2-3112 of the Code of Virginia (1950), as amended, no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;
2. The employee, the employee’s partner, or any member of the employee’s immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;
3. The employee, the employee’s partner, or any member of the employee’s immediate family has a pecuniary interest arising from the procurement transaction;
4. The employee, the employee’s partner, or any member of the employee’s immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Section 4. Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the public body unless the employee or former employee provides written notification to the public body, or a public official if designated by the public body, or both, prior to commencement of employment by that bidder, offeror or contractor.

Section 5. Prohibition on solicitation or acceptance of gifts; gifts by bidders, offerors, contractor or subcontractor prohibited.

A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The public body may recover the value of anything conveyed in violation of this subsection.

B. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Section 6. Kickbacks.

A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 7. Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, a public body may permit such person to submit a bid or proposal for that procurement or any portion thereof if the public body determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body.

Section 8. Purchase of building materials, etc., from architect or engineer prohibited.

A. No building materials, supplies or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person employed as an independent contractor by the public body to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in § 2.2-3101 of the Code of Virginia (1950), as amended.

B. No building materials, supplies or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in the building or structure to the independent contractor employed by the public body to furnish architectural or engineering services in which such person has a personal interest as defined in § 2.2-3101 of the Code of Virginia (1950), as amended.

C. The provisions of subsections A and B herein shall not apply in cases of emergency.

Section 9. Certification of compliance required; penalty for false statements.

A. Public bodies may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.

B. Any public employee required to submit a certification as provided in subsection A of this section who knowingly makes a false statement in the certification shall be punished as provided in Section 12, Article 6 of this ordinance.

Section 10. Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

Section 11. Penalty for violation.

Any person convicted of a willful violation of any provision of this article shall be guilty of a Class 1 misdemeanor. Upon conviction, any public officer or employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

ARTICLE 7.

Construction Management and Design-Build Contracting

Section 1. Definitions.

As used in this article, unless the context requires a different meaning:

"Complex project" means a construction project that includes one or more of the following significant components: difficult site location, unique equipment, specialized building systems, multifaceted program, accelerated schedule, historic designation, or intricate phasing or some other aspect that makes competitive sealed bidding not practical.

"Construction management contract" means a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner and may also include, if provided in the contract, the furnishing of construction services to the owner.

"Department" means the Department of General Services.

"Design-build contract" means a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, or other item specified in the contract.

"Public body" means the same as that term is defined in § 2.2-4301.

"State public body" means any authority, board, department, instrumentality, agency, or other unit of state government. "State public body" does not include any covered institution; any county, city, or town; or any local or regional governmental authority.

Section 2. Design-build or construction management contracts for local public bodies authorized.

A. Any local public body may enter into a contract for construction on a fixed price or not-to-exceed price construction management or design-build basis, provided that the local public body (i) complies with the requirements of this article and (ii) has by ordinance or resolution implemented procedures consistent with the procedures adopted by the Secretary of Administration for utilizing construction management or design-build contracts.

B. Prior to making a determination as to the use of construction management or design-build for a specific construction project, a local public body shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall (i) advise such public body regarding the use of construction management or design-build for that project and (ii) assist such public body with the preparation of the Request for Proposal and the evaluation of such proposals.

C. A written determination shall be made in advance by the local public body that competitive sealed bidding is not practicable or fiscally advantageous, and such writing

shall document the basis for the determination to utilize construction management or design-build. The determination shall be included in the Request for Qualifications and be maintained in the procurement file.

D. Procedures adopted by a local public body for construction management pursuant to this article shall include the following requirements:

1. Construction management may be utilized on projects where the project cost is expected to be less than the project cost threshold established in the procedures adopted by the Secretary of Administration for utilizing construction management contracts, provided that (i) the project is a complex project and (ii) the project procurement method is approved by the local governing body. The written approval of the governing body shall be maintained in the procurement file;

2. Public notice of the Request for Qualifications is posted on the Department's central electronic procurement website, known as eVA, at least 30 days prior to the date set for receipt of qualification proposals;

3. The construction management contract is entered into no later than the completion of the schematic phase of design, unless prohibited by authorization of funding restrictions;

4. Prior construction management or design-build experience or previous experience with the Department's Bureau of Capital Outlay Management shall not be required as a prerequisite for award of a contract. However, in the selection of a contractor, the local public body may consider the experience of each contractor on comparable projects;

5. Construction management contracts shall require that (i) no more than 10 percent of the construction work, as measured by the cost of the work, be performed by the construction manager with its own forces and (ii) the remaining 90 percent of the construction work, as measured by the cost of the work, be performed by subcontractors of the construction manager, which the construction manager shall procure by publicly advertised, competitive sealed bidding to the maximum extent practicable. The provisions of this subdivision shall not apply to construction management contracts involving infrastructure projects;

6. The procedures allow for a two-step competitive negotiation process; and

7. Price is a critical basis for award of the contract.

E. Procedures adopted by a local public body for design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department for state public bodies.

ARTICLE 8.

Reporting Requirements for All Public Bodies

Section 1. Reporting requirements.

All public bodies subject to the provisions of this chapter shall report no later than November 1 of each year to the Director of the Department on all completed capital projects in excess of \$2 million, which report shall include at a minimum (i) the procurement method utilized, (ii) the project budget, (iii) the actual project cost, (iv) the expected timeline, (v) the actual completion time, and (vi) any post-project issues.

ARTICLE 9.

Severability and Effective Date

Section 1. Severability.

If any section, article, paragraph, sentence, phrase or word of this ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such judgment or decree shall not affect the validity of any other portions of said ordinance.

Section 2. Effective date.

This ordinance shall be effective upon its date of adoption and shall supersede prior Scott County Public Procurement Ordinances and Resolutions which were previously adopted pursuant to the *Virginia Public Procurement Act*.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by Eddie. N. Skeen, duly seconded by L. Michele Glover, this Board hereby approves the small purchase procedure updated amounts (Said amounts attached to the minutes of this meeting; Minute Book 34 Attachment No: 32).

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by Stefanie C. Addington, duly seconded by Christopher S. Maness, this Board hereby ratifies an MOU with Appalachian Community Action and Development Agency to apply for a planning grant feasibility study (Said MOU attached to the minutes of this meeting; Minute Book 34 Attachment No: 33).

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by L. Michele Glover, duly seconded by Stefanie C. Addington, this Board hereby authorizes that Kevin Helms be added to the bank account as Treasurer and as the Finance Officer for grant documents and the former Treasurer Mitzi Owens be removed from the bank account and as the Finance Officer for grant documents.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter, this Board hereby appropriates the following:

\$2,500 to 1000-31200-406009 Sheriff's Office – Repairs/Maintenance of Vehicles

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter, this Board hereby appropriates the following:

Rescue Services – Four for Life

\$21,724.56 to 1000-32300-405621 Rescue Services - Four For Life

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by L. Michele Glover, duly seconded by Darrel W. Jeter, this Board hereby accepts the E911 Office VA 9-1-1 Services Board PSAP Grant Funding for FY24 Staffing Recognition grant# FY24-STAFF-097 with and awarded amount of \$36,250.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by L. Michele Glover, duly seconded by Darrel W. Jeter, this Board hereby accepts E911 Office VA 9-1-1 Services Board PSAP Grant Funding for FY24 Data Maintenance and Data Transfer grant# FY24-DMDT-032 with an awarded amount of \$5,000.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by L. Michele Glover, duly seconded by Darrel W. Jeter, this Board hereby accepts Sheriff's Office DCJS Bryne Justice Assistance Grant (JAG) Local Law Enforcement Block (LOLE) grant# FFY23 with an awarded amount of \$3,434.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Capital Improvement Committee

Chairman Michael K. Brickey appointed Supervisor Darrel W. Jeter and L. Michele Glover to serve a three-year term on the Capital Improvement Committee.

It was the consensus of the Board that Christopher S. Maness serve a four-year term as the elected official on the Community Policy Management Team.

Regional Jail Authority (Elected Official)

Supervisor Stefanie C. Addington nominated Darrel W. Jeter

On a motion by Michael K. Brickey, duly seconded by Christopher S. Maness this Board hereby ceases nominations and, by acclamation, appoints Darrel W. Jeter to serve a four-year term as the elected official on the Regional Jail Authority.

Voting aye: L. Michele Glover, Eddie N. Skeen, Michael K. Brickey
Danny M. Casteel, Christopher S. Maness, and Stefanie C.
Addington.

Voting nay: None.

Abstain: Darrel W. Jeter.

Appalachian Community Action and Development Agency (Elected Official)

Stefanie C. Addington nominated Eddie N. Skeen

Christopher S. Maness seconded the nomination

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Eddie N. Skeen was elected to serve a four-year term as the elected official on the Appalachian Community Action and Development Agency Board.

Social Services Board (Elected Official)

Stefanie C. Addington nominated Michael K. Brickey and L. Michele Glover seconded

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter, this Board hereby ceases nominations and, by acclamation, appoints Michael K. Brickey to serve a four-year term as the elected official on the Social Services Board.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

LENOWISCO Board (Elected Official)

Stefanie C. Addington nominated Darrel W. Jeter

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter this Board hereby ceases nominations and, by acclamation, appoints Darrel W. Jeter to serve a four-year term as the elected official on the LENOWISCO Board.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

LENOWISCO Board (Elected Official)

Danny Casteel nominated Eddie N. Skeen

On a motion by Michele Glover, duly seconded by Darrel W. Jeter this Board hereby ceases nominations and, by acclamation, appoints Eddie N. Skeen to serve a four-year term as the elected official on the LENOWISCO Board.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

LENOWISCO Board (Elected Official)

Stefanie C. Addington nominated Michael K. Brickey

On a motion by Darrel W. Jeter, duly seconded by Stefanie C. Addington this Board hereby ceases nominations and, by acclamation, appoints Michael K. Brickey to serve a four-year term as the elected official on the LENOWISCO Board.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Economic Development Authority

Stefanie C. Addington nominated Larry Culbertson

On a motion by Darrel W. Jeter, duly seconded by L. Michele Glover this Board hereby ceases nominations and, by acclamation, appoints Larry Culbertson to serve a four-year term on the Economic Development Authority Board.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Appalachian Community Action and Development Agency (Citizen Appointment)

Stefanie C. Addington nominated Marshall Tipton

On a motion by Darrel W. Jeter, duly seconded by Christopher S. Maness, this Board hereby ceases nominations and, by acclamation, appoints Marshall Tipton to serve a four-year term on the Appalachian Community Action and Development Agency Board.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Chief Local Elected Official (CLEO Board)

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter, this Board hereby appoints Michael K. Brickey to serve on the Chief Local Elected Official Board.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

County Administrator Freda Starnes presented the claims and related reports (Said reports being attached to the minutes of this meeting; Minute Book 34 Attachment No: 34).

On a motion by Stefanie C. Addington, duly seconded by Darrel W. Jeter, this Board hereby orders that:

- (a) Social Services Fund be allowed the sum of \$411,515.28 for voucher numbers 50013168-50013257, 50013436-50013445, 50013500-50013507, 50013585-50013595, and Wire 114, 108, 109, 110, 111, 112, 113.
- (b) General Fund be allowed the sum of \$2,416,775.56 for voucher numbers 50013258, 50013260-50013290, 50013292-50013295, 50013297-50013305, 50013307-50013321, 50013323-50013347, 50013407-50013435, 50013466-50013471, 50013473-50013477, 50013479-50013489, 50013491-50013498, 50013522-50013529, 50013532-50013549, 50013559, 50013561-50013564, 50013566-50013573, 50013575-50013584, 50013596-50013610, 50013612-50013614, 50013616-50013641, 50013676-50013686 and Wire 107, 109, 110, 111, 112, 113.
- (c) Health Insurance Reimbursement Fund be allowed the sum of \$210,759.00 for voucher number 50013560.
- (d) Courthouse Security be allowed the sum of \$15,592.69 for voucher number 50013492 wire 107 and 109.
- (e) Motor Vehicle Violation Fines be allowed the sum of \$39.95 for voucher number 50013259. (f) Law Library Fund be allowed the sum of \$398.62 for voucher number 50013306 and 50013428.
- (f) Wireless Grant – 911 be allowed the sum of \$2,094.21 for voucher number 50013490 and wire 107 and 109.
- (g) Regional Improvements Fund be allowed the sum of \$1,647.00 for voucher number 50013531.
- (h) Weapons Permit Fund be allowed the sum of \$1,840.09 for electronic tax payroll.
- (i) CWAO Forfeiture Asset Fund be allowed the sum of \$20.71 for voucher numbers 50013563.
- (j) CPMT be allowed the sum of \$89,047.27 for voucher numbers 50013653-50013668.
- (k) Coal Road Tax Fund be allowed the sum of \$32.80 for voucher number 50013472.
- (l) Capital Projects Fund be allowed the sum of \$463.25 for voucher number 50013488 and 50013545.
- (m) American Rescue Plan Act Fund be allowed the sum of \$102,572.10 for voucher numbers 50013291, 50013296, 50013322, 50013478, 50013530, 50013574, 50013611, 50013615.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

On a motion by Darrel W. Jeter, duly seconded by Christopher S. Maness, this Board hereby approves two personal days each year and Good Friday Holiday through December 2027 for county employees.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

Economic Development Director John Kilgore gave an update (Said update being attached to the minutes of this meeting; Minute Book 34 Attachment No: 35).

Break: 10:12 a.m.

Reconvene: 10:30 a.m.

On a motion by L. Michele Glover, duly seconded by Christopher S. Maness, this Board hereby changes the meeting day and time to the first Tuesday of each month at 6:00 p.m.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

County Administrator Freda Starnes presented the topics for discussion that involved questions from the incoming members of the Board of Supervisors and answers from various departments.

Rural Roads:

1. How is the VDOT budget determined for each county? *Answer provided by Freda Starnes*

Highway funding for the Six Year Plan is derived from state and federal gasoline taxes, vehicle title fees, vehicle sales tax and one-half percent of state's sales tax and distributed to the primary, urban and secondary systems after addressing maintenance, administrative costs and other priorities established in the Code of Virginia. Funds are allocated to the interstate system exclusive of federal funds and then distributed to the primary, secondary and urban systems based on a funding formula as codified in Section 33.1-23.1. Forty percent of the amount available for systems construction is allocated to the primary system, and thirty percent each is made available to the secondary and urban systems. Each distribution is exclusive of federal-aid matching funds.

Distribution of the available secondary construction funds is based on Section 33.1-23.4, of the Code of Virginia which establishes a 20% area and 80% population factor. The area of each county is derived by Geographic Information Systems Mapping and population figures are obtained from the Weldon Cooper Center. The distribution formula results in less-populated areas receiving less funding than urbanized areas.

Distribution of Unpaved Roads Funds is based on the ratio of unpaved secondary roads in the county serving fifty or more vehicles per day to the total number of such roads in the Commonwealth as indicated in Section 33.1-23.1:1, of the Code of Virginia. The Unpaved Roads Fund was created by the General Assembly to address the need for paving secondary unpaved roads.

The predictability of funding amounts is greatly dictated by the financial climate of the times and changes of funding levels by the federal government. Therefore, in dealing with construction funds, especially in the Secondary Six-Year Plan, the Department is dealing with approximations or projections. The Second Six-Year Plan is based on estimated funding which is provided by the Financial Planning Division. Most recently in the FY 24 allocations, Scott County received the fifth highest allocation among all counties statewide and most among the twelve county Bristol District.

2. Explain the six-year plan for paving roads. *Answer provided by Freda Starnes*

Each year, local boards of supervisors are provided funding from Federal and State sources through the Virginia Department of Transportation (VDOT). There are several different types of funds, and each fund has a specified set of criteria that must be met in order for the funds to be spent. These funds are passed through VDOT to be used in localities across the Commonwealth of Virginia in development of the Secondary Six-Year Plan (SSYP).

The Secondary Six-Year Plan is a document that outlines planned spending for transportation projects proposed for improvement or construction over the next six (6) fiscal years. The SSYP is a list of prioritized projects across the County that the Board of Supervisors selects to receive a portion of the transportation funds in order to complete improvements: hard surfacing, widening, bridge improvements, etc. It is updated annually and is the means by which the funding from VDOT is allocated for the immediate fiscal year. The SSYP also identifies planned program funding for the next five (5) fiscal years.

Funding is allocated for the first fiscal year of the SSYP, but the remaining five (5) years are merely estimates of future allocations. Fiscal years start on July 1 and end on June 30. The SSYP is updated each year as revenue estimates are updated, priorities are revised, project schedules and costs change, or projects are completed. The updating process typically takes place in May-June of each year in Scott County.

The SSYP may be discussed at one (1) or more meetings of the Board of Supervisors each year, and a Public Hearing must be held prior to adoption of the final Plan.

3. What factors are considered when adding projects to the 6-year plan, traffic count, house density etc? *Answer provided by Freda Starnes*
The plan has been successful in completing road projects that have been on the list.

When it is time to add new roads to the plan each BOS member will choose one road. The BOS members then votes/ranks each of the roads from 1-7 in order of their preference. Results are tallied and that is the order the roads are placed on the plan. Roads can only be added if there is new money available from VDOT. VDOT assists by providing estimates of the construction cost for the proposed roadways and the total available funds for the allocation period. With this information the Board is able to choose the project(s) for inclusion in the updated plan. There is currently approximately 250 miles of unpaved roadway in Scott County which ranks second statewide.

VDOT has a revenue-sharing program that allows a locality to apply for a revenue-sharing grant. The program is structured to allow localities to apply for projects to construct, reconstruct, or perform maintenance on roadways. Funds are limited statewide for the program and project eligibility is prioritized based upon guidelines adopted by the Commonwealth Transportation Board. The grant is 1:1 match. This means that if the grant were awarded it would be a matching grant. For example, if the county applied for \$100,000, the state portion would be \$100,000.

4. Explain the workorder process for road repairs. ***Answer provided by Allan Sumpter***
 VDOT has a Customer Service Center (CSC) that citizens can contact 24/7/365 using either the Internet at www.My.VDOT.Virginia.gov or calling the call center at 1-800-367-7623. The customer will be asked to provide information in either system including name, address, contact information and the nature of the concern. The customer is provided with a unique service request number that they can use as a reference for updates in the future. Based upon the type of need, the request is forwarded to the appropriate party in VDOT for investigation and resolution. Maintenance issues in Scott County are directed either to the Pattonsville or Fort Blackmore Area Headquarters depending on the location. Safety sensitive issues such as fallen trees blocking a roadway or damages caused by inclement weather are first priority and attempts to deal with them are made as soon as possible. Routine maintenance items such as mowing, grading unpaved roads, cleaning ditches, etc. are investigated and work is prioritized within the area headquarters work plan as timely as possible. Sometimes work requires review by the Residency office given the complexity of the problem. Also, some work requires obtaining additional authorizations such as environmental permits that are issued by other agencies such as the Department of Environmental Quality or Corp of Engineers. These types of situations can extend the completion time of the work by weeks or several months. When a customer request is received VDOT staff attempts to contact the customer to discuss the concern within three (3) business days and provide them with information about what can be done and an expected timeline for work to be performed. If delays occur, updates are provided to the customer. The customer can also use the service request number to contact the call center or enter in on the website for general updates. The Scott County website has a link under the resident section with the link to report a problem to VDOT.

5. How can residents track the progress of their workorder? ***Answer provided by Allan Sumpter***
 This question has been answered as part of question number 4 regarding the process for requesting road repairs.

6. What is the mowing contractors' bidding process and their typical mowing schedules? ***Answer provided by Allan Sumpter***
 VDOT uses the statewide eVA procurement system to solicit all maintenance contract work including mowing. Contracts are developed at the Residency level in accordance with VDOT Central Office requirements and advertised for bids, typically in the winter months. Like all contracts, an evaluation of bids is performed after the bid date and a decision made regarding award. At the onset of the mowing season, a pre-work meeting is held with the contractor to discuss their work plan and discuss safety items. VDOT

tasks the contractors to perform mowing within the scope of VDOT's Best Practices. These practices include typically mowing primary routes three (3) times each season including completion of the first cycle prior to the Memorial Day holiday and the last cycle approximately close to the first frost of the fall season. Secondary routes are typically mowed twice per season. Weather conditions are a strong variable each mowing season and thus, additional or less mowing cycles may be requested of the contractor to address the seasonal conditions. VDOT area headquarters also performs mowing on some low volume routes as well as site specific mowing at locations such as intersections for sight distance.

7. There appears to be staffing issues within our county VDOT dept. Is there anything that the County can do to assist with their recruiting efforts. *Answer provided by Allan Sumpter*

VDOT presently has a staffing level of twenty-seven (27) employees assigned to the maintenance offices located in Scott County. During calendar year 2024, there have been several employees who have left the agency due to resignations or retirement. Recruitment efforts has resulted in employment of three (3) new employees and there are an additional (5) employees who are in the final stages of hiring. There have also been (3) positions filled by internal transfers from other work units. Presently, VDOT has not experienced any issues with recruitment for the Scott County offices. It should also be noted that VDOT uses contractors to supplement its workforce in Scott County including hired equipment to assist maintenance crews as needed. Service contracts such as mowing, traffic control, tree trimming and asphalt patching are also used as needed to accomplish work.

VDOT has produced a number of resources to assist County personnel in obtaining information regarding its operations. One is the "Board of Supervisors Manual" which is a reference for Board members regarding common VDOT activities that Boards often have questions about. Also, for reference is the "VDOT Best Practices Manual" regarding maintenance activities and the "Revenue Sharing Program Guidelines" which provides information about that program mentioned earlier in the response to question three.

We would like to schedule a public **work session** as soon as practical to resolve the ongoing road issues with the following participants. We would also like to survey the County school bus drivers and postal carriers for unsafe road conditions prior to the meeting.

- a. Scott County Board of Supervisors.
 - b. Scott County Administrator.
 - c. State Senator Pillion.
 - d. State Delegate Kilgore.
 - e. VDOT representatives from Wise, Bristol and the local County department managers.
- We ask that they be prepared to discuss the outstanding County work orders and completion plans.

Sample survey below: Provided by Bill Dingus

Survey on Unsafe Road Conditions in Scott County

Introduction: Thank you for participating in this survey. Your insights are vital in addressing and improving road safety within Scott County. This survey is designed to gather information on unsafe road conditions as observed by school bus drivers, Sheriff's deputies, and U.S. postal carriers. Your detailed responses will contribute to creating safer roads for our community.

Section 1: Personal Information (Optional)

1.1 Name: _____

1.2 Profession:

- School Bus Driver

- Sheriff's Deputy
- U.S. Postal Carrier

1.3 Contact Information (optional): _____

Section 2: Unsafe Road Conditions Observation

2.1 Please list specific locations where you have observed unsafe road conditions within Scott County. Include street names, intersections, or landmarks.

- Location 1: _____
- Location 2: _____
- Location 3: _____
- (Continue as needed on additional pages)

2.2 Describe the unsafe conditions you observed. Examples may include potholes, inadequate signage, poor visibility, etc.

- Observation 1: _____
- Observation 2: _____
- Observation 3: _____
- (Continue as needed on additional pages)

2.3 Please provide any additional comments or details regarding the unsafe road conditions you have observed.

Section 3: Frequency and Timing

3.1 How frequently do you encounter these unsafe road conditions?

- Daily
- Weekly
- Monthly
- Rarely

3.2 Are there specific times of the day when these unsafe conditions are more prevalent? (e.g., morning, afternoon, evening)

Section 4: Collaboration and Communication

4.1 Do you currently communicate road safety concerns with other professionals in your field (e.g., school bus drivers, Sheriff's deputies, U.S. postal carriers)?

- Yes
- No
- Occasionally

4.2 If yes, how is this communication typically facilitated? (e.g., meetings, email, radio communication)

Section 5: Suggestions and Recommendations

5.1 What suggestions do you have for improving road safety at the mentioned locations?

5.2 Do you have any other recommendations for overall road safety in Scott County?

Section 6: Conclusion

Thank you for taking the time to complete this survey. Your input is essential for creating safer roads in Scott County. If you have additional comments or concerns, please feel free to share them below.

Additional Comments:

Supervisor Eddie Skeen commented on the response Mr. Sumpter provided about work orders. Supervisor Skeen noted that residents call the customer service number and are assigned a number. Within thirty days, they will have an on-site visit. A short time after that, they will be contacted by phone about the status, and a work plan will be explained. The resident will be informed if there are any changes to that plan. Supervisor Skeen asked the residents in attendance if that is the way it works for them.

Ms. Tyus responded that she has never received a call back. During the summer, there was one dust control treatment, and she called several times but never heard back from them.

Supervisor Skeen reported that he heard from the residents during his campaign. He went on to say that residents are saying that there is no communication. Once a work order is submitted, it ends at that point.

Chairman Michael Brickey added that the Board of Supervisors attended meetings in Richmond with the Department of Transportation and was promised that they would send monthly updates on everything in Scott County. Chairman Brickey went on to say that the Board received reports for two months. When we go back in February, it will be brought up again.

County Administrator Freda Starnes pointed out that Mr. Sumpter will be at the February meeting.

Supervisor Skeen added that it seems to be a disconnect between Mr. Sumpter's office and the field. What he outlined in his answer is perfect. If it worked that way, everyone would be happy. Supervisor Skeen reported that he is hearing totally opposite from Mr. Sumpter's response. He went on to say that a resident was having issues with site distance due to overgrown kudzu coming off a state route onto Route 71. She had to listen for oncoming traffic because she could not see. Mr. Sumpter stated that he has a full staff; however, a response to a work order was that they are understaffed locally. There is a disconnect between the Wise office and the field offices.

Supervisor Danny Casteel added that he has heard this several times. He went on to say that he is not aware of any place in the county that was mowed three times. He added that deer step out of the high grass on to Highway 65, and there is no way to avoid hitting them.

Supervisor Casteel commented that the information the County Administrator read sounds good, but it does not work that way with the Virginia Department of Transportation. Supervisor Casteel stated that he tried to sign up several years ago to mow and was told that it would be two years before contracts would be awarded. Supervisor Casteel went on to say that he waited and contacted Virginia Department of Transportation thirty days in advance and was told they had been filled; however, he did not receive anything from Virginia Department of Transportation to be considered. Supervisor Casteel stated that he did not want the residents of Scott County to think the Board of Supervisors are not listening because we have all had the same issues. He went on to say that is something that he will be looking at to see if these problems can be solved.

An unidentified person in attendance spoke about lines being painted on Rye Cove Memorial and a few weeks later a crew put slurry over top of those newly painted lines. It was a waste of money to stripe the lines and have to stripe them again.

Chairman Brickey suggested that the Board address these issues with Mr. Sumpter in February.

Cell Service Dead Zones:

1. There are widespread cell phone dead zones throughout the County. What is the current state for improved coverage?

An answer to this question will be supplied at the Board meeting.

We would like to schedule a public **work session** to discuss this important issue with the following participants:

- a. Scott County Board of Supervisors
- b. Scott County Administrator.
- c. Scott County Telephone Co-Op Manager.
- d. State Senator Pillion.
- e. State Delegate Kilgore.
- f. Cell Phone Company Representatives, Verizon, T-Mobil etc...FCC Representative.

County Administrator Freda Starnes stated that she talked with the Building Code Official David Gilmer, and he has not had any work orders or new contacts with cell companies recently. She went on to say that the two most recent cell towers are located on Route 72, and in Nickelsville.

Supervisor Eddie Skeen thanked Bill Dingus for putting together a survey on unsafe roads in Scott County. He inquired about the Board holding a work session on roads and cell

towers in April. He addressed having a workshop to include Delegate Terry Kilgore, Senator Todd Pillion, and Virginia Department of Transportation representatives from the Bristol, Wise, and local offices.

County Administrator Freda Starnes offered to see what the schedule looks like for those individuals.

Trash and Convenience Centers: *Answer provided by Bill Dingus*

1. What is the current strategy for hours of operation at convenience centers?

Currently the convenience centers are staffed 24-hours per week. Duffield has two attendants each working 24 hours. It is understandable that if we have attendants present for only 24 hours a week while keeping the sites open beyond that timeframe, it raises the question of whether the current expenditure on attendants is justified. Maintaining attendants for an extended period or round-the-clock would be cost-prohibitive. The decision to have attendants for limited hours is primarily driven by the need to balance operational costs while still ensuring reasonable oversight at the Solid Waste Centers. It would require a careful evaluation to determine if the current allocation of funds for attendants provides a satisfactory balance between cost-effectiveness and meeting the necessary supervision requirements.

The convenience comes at a price. Meeting the residents' demand to keep the sites open 24/7 incurs expenses and issues. If we were to have attendants consistently present, we would need to either reduce the operating hours to match the current 24-hours we have budgeted for attendants. If we return to the previous 48-hour system, we would have to add to the budget. Increasing to 48 hours of operation would significantly raise labor costs, amounting to 14 sites multiplied by 24 hours multiplied by the hourly wage of \$14.31, resulting in a substantial increase in expenses just for staffing the sites.
 $24 \text{ hours additional per site} * 14 \text{ sites} * 52 \text{ weeks} * \$14.31 \text{ per hour} = \$250,024$

2. Why are the centers closed at times during normal scheduled operation?

If a Solid Waste Center is closed during its scheduled operational hours, it is typically due to all bins being at full capacity, unable to accept additional trash until serviced by a garbage truck. Unfortunately, if left open, experience has shown that individuals may continue to add waste on top of full bins or litter the area around them, creating both problematic and hazardous situations. While we acknowledge the inconvenience this may cause, adjustments are usually minimal, with individuals typically having to wait no more than a few hours to access the site. It's worth noting that there are alternative options available, as one of the other 13 sites within the county is likely open during this time. Additionally, the transfer station remains accessible for citizens to deposit their trash from 8 am to 4 pm, Monday through Saturday. Usually, we only see sites full on Monday

mornings, right after a holiday, or if there is some sort truck trouble or driver issue that delays the run.

3. Closed on Sunday?

The Solid Waste Centers are closed on Sundays and on six holidays (New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas) due to several reasons. First, in order to prevent the sites from becoming overfilled, our garbage trucks need to be operating. Most of the sites require emptying every day (six days a week). This means that employees would have to work on those holidays and Sundays. Additionally, the landfill we transport waste to is closed on those specific days, causing a bottleneck at the transfer station if we were operating. The semi-trucks responsible for hauling trash to the landfill wouldn't be operating on those days either. According to Department of Environmental Quality regulations, we cannot leave solid waste on the transfer floor, so we can't accumulate it at the transfer station until Monday. If the sites were open on Sundays but the trucks didn't run, the sites would quickly fill up, resulting in many sites being closed on Monday morning until a garbage truck could service them. It is better to be closed on a scheduled day (Sunday) than to have an unscheduled closing on Monday morning when citizens are trying to get into the sites to dispose of their trash.

4. Can more containers be added?

While some of the Solid Waste Centers have room to accommodate additional dumpsters, the number of dumpsters at the site is not necessarily the limiting factor for the amount of solid waste that the county can keep moving through our waste stream. It is the number and capacity of our trucks. Use Duffield Solid Waste Center as an example: there are currently 14 dumpsters at that site, with enough space to double that to 28. A packer truck can only handle about 25 dumpsters before needing to unload. Even if Duffield had 28 dumpsters, the truck would fill up requiring a trip to the transfer station or landfill before servicing other sites on that run such as Clinchport and Rye Cove. This situation would lead Clinchport and Rye Cove to fill up and have to close before the truck could get back to service them.

5. What are procedures for contractor dumping?

Commercial establishments are permitted to utilize solid waste centers exclusively for bagged commercial waste and recyclables. At the county's solid waste transfer station commercial haulers and contractors are charged a tipping fee for commercial waste as determined by the Board of Supervisors and outlined in a resolution, currently set at \$40 per ton. The process for a contractor to dispose of waste at the transfer station involves the following steps: The contractor transports solid waste to the transfer station, and upon arrival, the loaded truck is weighed at the scale house. Once the loaded truck weight is recorded, the contractor proceeds to the designated dumping location based on the type of material, such as mixed municipal solid waste, brush and wood cuttings, block, brick, concrete, or metal. After dumping the solid waste, the contractor returns to the scale house, where the empty weight is recorded. Subtracting the empty weight from the loaded weight determines the weight of the disposed solid waste. A ticket is issued to the contractor with these weight measurements, along with the corresponding amount owed for dumping. Payment is made at the scale house unless the contractor has established an account with the county, in which case they are billed on a monthly basis.

6. What is the conviction rate for misuse?

We've successfully prosecuted cases involving severe misuse, like dumping on the ground caught on cameras or even an incident where someone disposed of a live calf in a dumpster. However, it's challenging to secure convictions for everyday, less egregious misuses. Often, fines for these cases are minimal. To address this, we prioritize education, aiming to confront and warn individuals about potential legal consequences for their actions.

7. Is camera evidence more effective than attendants?

There have been times that camera evidence was essential to a case, or in just getting an idea of what and when something occurred. The cameras are beneficial too in that we can

real-time view them remotely to check the conditions at a site. Having an attendant on site is the best way to deter misuse of the sites. Currently, the county employs a total of 14 part-time attendants stationed at each of the sites. Each of these attendants work a total of 24 hours per week. However, a challenge arises due to the extended operating hours of most the sites, which are open 24/7 from Monday through Saturday. During certain periods, there is a significant amount of time when no attendants are present at the sites. Regrettably, this lack of supervision during those hours has resulted in occasional abuse of the sites. Instances include overloading the roll-off boxes beyond their capacity, which can lead to operational difficulties and potential hazards. There have also been instances of contamination in the metal recycling bin due to improper disposal of non-metal items. Additionally, some individuals have been disposing of items in the solid waste stream that should be handled separately or recycled appropriately. There have been numerous reports of commercial businesses and contractors unlawfully utilizing the site to evade the tipping fees imposed at the county's Transfer Station. Addressing these issues is crucial to maintaining the effectiveness and sustainability of the solid waste management system in Scott County. Exploring solutions to ensure adequate supervision during all operating hours or implementing measures to discourage abuse and encourage responsible disposal practices would greatly contribute to the overall efficiency of the sites.

8. Would County stickers be a deterrent to out of area usage?

County stickers would be a way to identify residents, however in the situation described in answer for question 7 it would not be very effective.

9. How are recycling bins working?

The reduction in county recycling efforts can be attributed, in part, to changes in the global recycling landscape, notably influenced by China's policies known as "Operation Sword" and "Operation Shield."

Operation Sword: China's Operation Sword, implemented in 2018, imposed stricter quality standards on imported recyclables, particularly on contaminants in paper and plastic waste. This made it challenging for many countries, including the United States, to meet the new requirements and continue exporting recyclables to China.

Market Disruption: The stringent standards set by Operation Sword led to a significant reduction in the amount of recyclable materials accepted by China. This created a global shift in the recycling market, causing disruptions and making it more difficult for counties to find suitable outlets for their recyclables.

Economic Impact: With China scaling back its role as the world's largest importer of recyclables, the demand for these materials decreased, impacting the economic viability of recycling programs. Counties and Cities across the country faced challenges in finding alternative markets for their recyclables, leading to a decline in recycling efforts.

Operation Shield: Subsequently, China introduced Operation Shield in 2020, which further restricted imports of solid waste, including certain types of recyclables. This added another layer of difficulty for countries and localities attempting to export recyclables to China.

Policy Adjustments: In response to these changes, many countries, including the U.S., had to reevaluate and adjust their recycling policies and infrastructure. This often involved redefining what materials are accepted for recycling, investing in domestic recycling facilities, and encouraging more sustainable waste management practices. In summary, China's Operation Sword and Operation Shield significantly altered the global recycling landscape by imposing stricter standards and restrictions on the importation of recyclables. This, in turn, had a cascading effect on county recycling efforts as they faced challenges in finding markets and adapting to evolving international policies.

The Director of Public Works helped establish and actively participates in the SWVA Regional Recycling and Solid Waste Working Group. This group is dedicated to discussing and identifying recycling markets and exploring alternative solutions. Notably,

early discussions were held with Eastman Chemical Company, slated to host a new \$250 million methanolysis facility. This facility is poised to have a global impact on the recycling of PET plastics and will be particularly significant for Scott County's future recycling endeavors.

Currently, the county engages in metal recycling. Metal is gathered in bins at the Solid Waste Center, transported to the landfill, and deposited in the designated "metal pile." Once the metal pile reaches approximately 300,000 lbs, it is put out for bidding. Vendors submit bids specifying the amount they are willing to pay per hundredweight (100 lbs). The contract is awarded to the highest bidder, who then removes the metal for recycling. Following the removal, the vendor issues a payment to the county based on the weight of the recycled metal.

Efforts are ongoing to locate recycling vendors within a reasonable distance for paper and cardboard recycling, but at present, none are available. The county remains committed to exploring opportunities and solutions for expanding its recycling initiatives.

10. How is comingled trash ie. metal and wood processed?

Metal is gathered in bins at the Solid Waste Center, transported to the landfill, and deposited in the designated "metal pile." Once the metal pile reaches approximately 300,000 lbs, it is put out for bidding. Vendors submit bids specifying the amount they are willing to pay per hundredweight (100 lbs). The contract is awarded to the highest bidder, who then removes the metal for recycling. Following the removal, the vendor issues a payment to the county based on the weight of the recycled metal. Bulk item and wood is placed with the other solid waste and sent to the landfill. Brush and tree trimming are collected in a pile and burned on site.

11. What are the regulations for uncovered trash at the transfer station?

According to DEQ regulations, operating the Transfer Station with a Permit by Rule mandates that waste must be securely managed by the end of the day. In summary, the standard procedure is to ensure that no trash remains on the transfer floor overnight.

12. What does the Waste Management Company contract entail for the landfill and transport?

The contract with Waste Management spans 12 pages and over 3,000 words. In essence, it permits us to transfer our non-hazardous municipal waste to Waste Management's Blountville EcoSafe Landfill, subject to a specified tip-and-fee structure detailed in the contract. This fee decreases once a certain poundage is reached. Additionally, the contract involves a Waste Management subcontractor providing trailers at the transfer station for us to load. We compensate them for transporting the waste to the EcoSafe Landfill.

13. When do the County route employees dump at the Blountville landfill?

This is a daily route. From April (when we started direct hauling) to November 365 county packer truckloads (3539.47 tons) have been direct hauled to the Eco Safe Landfill in Blountville TN. Haul fee savings for 2023 is expected to exceed \$50,000.

14. When trying new methods, are test sites selected before full implementation system wide?

Certainly, when making minor adjustments, we often experiment at one site before deciding to expand or discontinue based on the results. For larger initiatives, like installing a compactor at a site, the challenge arises as we need to continue operating with the existing setup concurrently. Implementing logistical and systematic changes across the board is preferable to avoid juggling both approaches for an extended period.

Litter Control Department: Answer provided by Bill Dingus

1. Primary responsibilities?

Providing litter control services; receiving and processing litter complaints; manages Assign-a-Highway program; maintains appropriate records and files; prepares reports. (these are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

Receives and investigates citizen complaints regarding litter during regular work hours and after hours if necessary.

Investigates illegal dumpsites.

Issues citations for litter violations and/or illegal dumping.

Appears in court on a variety of cases involving litter control violations. Establishes schedules and oversees Assign-a-Highway using probationers assigned to community service. Maintains appropriate records.

Works closely with probation officers in carrying out Assign-a-Highway.

Provides public information on County litter laws.

Assists law enforcement agencies in seizure and narcotics investigations and with incidents involving litter and illegal dumping.

Keeps appropriate records.

Participates in area litter-related boards/groups.

Is a member of Keep Southwest Virginia Beautiful.

Participates in County and regional litter campaigns.

Acts as Animal Control Officer in that officer's absence, following rules of such position.

Assists with tasks during an emergency declaration in the County.

Performs related tasks as required.

The Litter Control Officer is cross-trained with the Animal Control Officer and backs one another up.

Serves on the Solid Waste Committee.

2. Who is responsible for roadside trash pick-up?

VDOT holds overall responsibility for all county roads and roadsides, including addressing litter and trash issues. Various programs contribute to roadside maintenance, such as the Assign-a-Highway Program supervised by the Litter Control Officer, probation-assigned crews, and participants in the SCOTT Program. Additionally, regional or state prisons may deploy crews for roadside cleanup.

3. Who removes the filled bags?

After collecting trash in orange bags, the locations are reported to VDOT who takes charge of removing these bags from the roadside. The Litter Control officer emails VDOT every two weeks to give them the known locations of the orange bags.

Supervisor Michele Glover pointed out that Weber City has discontinued trash pickup. She went on to say that has been a problem for those folks having to go to Yuma or Hiltons. Supervisor Glover inquired about another site being developed to help with this since there could be more trash going to Hiltons and Yuma.

The County Administrator replied that she has met with Virginia Department of Transportation about acquiring a piece of land at Moccasin Gap for a site; however, that is still in the works.

Public Works Director Bill Dingus added that Weber City has about 800 households that receive trash pickup. A number of them may have a private contract for trash pickup and a number of them may start visiting those sites. In six months, there may be some tangible numbers. Yuma is full every day. Hiltons may become full more often now. If the Virginia Department of Transportation property does not work out, we may have to look at an alternative location.

Supervisor Glover noted that she lives near the site in Hiltons, has noticed more vehicles, and the site appears busy.

Mr. Dingus pointed out that there was household pickup in Weber City until this past week.

The County Administrator replied that it ended the first of January.

Supervisor Glover pointed out that a lot of people were calling about issues with the trash being picked up.

Supervisor Eddie Skeen asked if adding more bins would create more tonnage or would there be the same amount of tonnage.

Mr. Dingus replied that the number of dumpsters at the sites is not the limiting factor on how much waste can be moved through the county. Mr. Dingus addressed the waste stream from buying things at the store, to your trash can, to the waste site, to the transfer station, and to the landfill. He went on to say that is a waste stream. Not every site has room for additional dumpsters. Duffield does have room. There are about fourteen dumpsters at Duffield. There is

room for fourteen more; however, the truck that visits Duffield Monday morning can handle 25 dumpsters before it has to go to the transfer station or direct haul to the landfill. If the truck picks up 25 at Duffield, it would not be able to go to Clinchport or Rye Cove and other sites. Those sites would be full and have to close.

Supervisor Skeen asked what is wrong with placing more dumpsters where there is room and leaving the trash in them.

Mr. Dingus replied that would help until they all fill up and then we would still be at the capacity to pick up what we could.

Supervisor Skeen stated that people see the site is full, and it goes over the hill on their way home. Supervisor Skeen went on to say that he would rather have it at the site with extra dumpsters than over the hill.

Mr. Dingus addressed adding fourteen more dumpsters at the Duffield site. When they all fill up, the truck can hold 25. All fourteen sites have to be picked up. By the time a truck gets back to Duffield, fourteen have filled up again; therefore, the drivers would never catch back up.

Supervisor Skeen asked if adding more dumpsters to that site means there is more tonnage at that site. If you have 50 tons per week at Duffield and 15 more dumpsters are added, and there is still 50 tons; why not have extra dumpsters there and let people use them instead of throwing it over the hill. Mr. Skeen went on to say it can be picked up whenever the truck driver can get to it.

Mr. Dingus replied that might work sometimes, but 12 to 13 sites are visited six days per week. If a site is not visited, it fills up. They are filled up the next morning.

Supervisor Skeen replied there will still be empty dumpsters. Supervisor Skeen stated that he would prefer it be sitting there waiting to be picked up than thrown over the hill. People do not like to go and not be able to unload. That would prevent the gate from being closed.

Supervisor Stefanie Addington asked if more dumpsters need to be purchased.

Mr. Dingus replied that more dumpsters would need to be purchased. The capacity is the number of trucks we have. Increasing more trucks and more drivers would increase the capacity to keep it moving through the waste stream.

Supervisor Skeen inquired about commercial businesses using the convenience center.

Mr. Dingus replied that a business can take a bag of trash or recyclables to the solid waste centers.

Mr. Skeen asked how Gate City and Weber City handle commercial trash.

Mr. Dingus replied that he would have to ask them. He went on to say that Pal's contracts with Waste Management.

Mr. Skeen stated that he thinks remodeling homes fills up the bins.

Mr. Dingus agreed. Contractors abuse the solid waste sites because they are not manned. Convenience comes with a cost. The sites cannot be manned 24 hours per day and open 24/7 Monday through Saturday. Tennessee trash and misuse cannot be controlled.

Mr. Skeen inquired about requiring contractors to go to the transfer station to unload.

Mr. Dingus replied they are required to do that.

Mr. Skeen asked if it is illegal for contractors to use one of the sites.

Mr. Dingus replied yes.

Mr. Skeen questioned what evidence is needed to prosecute misuse.

Mr. Dingus replied a witness or camera footage. There have been convictions for dropping it on the ground. Normally, it is a very lenient prosecution. There has not been a lot of luck getting big fines.

Supervisor Skeen addressed education measures as a preventive.

Mr. Dingus replied that he does not know why anyone would not be educated on littering and using their sites appropriately, but we do have people who litter and misuse the sites. It is just a selfish mentality.

Supervisor Stefanie Addington mentioned the litter awareness campaign.

Mr. Dingus replied there is a litter awareness campaign each year. The Litter Control Officer has participated in school litter control programs.

Mr. Skeen asked what is done with metal bins at the transfer station.

Mr. Dingus replied that there are metal bins and junk bins for furniture. People are supposed to put the metal in the metal bins for recycling and furniture in the other bin. When it is too mixed up to separate, it is sent on to the landfill. He went on to say that the county has been successful with recycling metal. There is 3,000 to 4,000 pounds recycled each year. When the metal bin is filled at the site, it is hauled to a metal pile. Mr. Dingus stated that he puts out a request for proposals when the pile reaches 300,000 pounds. The one who gets the bid, picks the

metal up, runs it across the scale at the transfer station, and sends the county a check. Mr. Dingus noted that the last check was \$17,000.

Supervisor Skeen asked about DEQ prohibiting trash from being stored on the floor of the transfer station.

Mr. Dingus replied that they do prohibit that. It cannot be left on the transfer station floor. It has to be picked up and does not allow us to have a second shift.

Supervisor Skeen asked about the Virginia Department of Transportation removal of orange bags.

Mr. Dingus replied that there are three circumstances that you would see orange bags on the side of the road. The first situation involves the Assign-a- Highway Program that is administered by the Litter Control Officer. People on probation are placed in this program and assigned a section of highway by the Litter Control Officer. They report where they have picked up trash to the Litter Control officer. The Litter Control Officer sends an email to the Virginia Department of Transportation to pick up the orange bags. The second situation involves the S.C.O.T.T. Service Program. Someone from that program contacts the Virginia Department of Transportation to pick up the orange bags. The third situation involves the jail or prisons taking a crew out to a pick up trash along roadways. Mr. Dingus stated that he does not know their process for contacting the Virginia Department of Transportation. He noted that the Virginia Department of Transportation is responsible for picking up the orange bags.

Mr. Skeen questioned if that is working.

Mr. Dingus replied no. He went on to say that he gets frustrated when he sees faded orange bags.

Supervisor Skeen noted that there is enough staff to get the job done according to Mr. Sumpter. Supervisor Skeen inquired about delays at the Blountville Landfill.

Mr. Dingus replied that there are delays occasionally. They are going through the process of closing a cell and opening another and that has caused some delays the past few weeks. It runs smooth for the most part. We have saved approximately \$50,000 since April by direct hauling minus some fuel costs. In addition, direct hauling reduces the stress on the transfer station.

Commissioner of Revenue Office/Taxes: Responses provided by Tammy Tiller

1. Six years vs. four-year reassessment benefits?

Advantages:

- More cost effective.
- Less public outcry due to less change over time.
- Possibility of missing bubbles in the real estate market or avoiding drastic changes in value.

Disadvantages:

- Property values not reflecting market value. This could result in property owners being unfairly assessed.
- More opportunity for missed structures due to property owner's building without a permit.
- Data integrity issues stemming from a longer amount of time passing before the information is looked at.
- Possibility of more drastic changes in value if values fluctuate significantly during the lapsed time between reassessments.

2. Advantages vs. disadvantages of in-house accessor?

Advantages:

- Better handling of the data and more knowledgeable about the market.
- More control over the process.

Disadvantages:

- Less cost effective in most cases.
- The county takes on the burden of public outcry.
- The county has less control of their information and data.
- The county has less control over public relations.

3. "Land Use "classification vs. current method?

Advantages - qualifying/ control uses of the land. Does not apply to residence. Less tax liability to the land owner as long as within the land use program.

Disadvantages: refer to VA code 58.1-3237

Complex, ROLLBACK TAXES come into calculation for the land use difference once removed from land use.

Note - This has been looked at by Scott County in the past.

* I would suggest a committee and more research study to have a more complete understanding of land use.

4. Personal property tax, when is the Kelly Blue Book updated for purposes of vehicle valuations.

Scott County has subscribed to the NADA which is now JD Power. We Always use the valuations listed in the JANUARY EDITION of the TAX YEAR being processed.

NOTE -We do not have this option directly this year as it's not being offered by JD Power. We are speaking with a couple of vendors to weigh the best option for this service for 2024. Regardless, there will be a higher fee per vehicle being valued since we can't go directly to J D POWER.

Interdepartmental Communication: Answers provided by Freda Starnes

1. Suggestions on improving communications and working relationships between, Treasurer, Commissioner of Revenue and School system.

I suggest that the Board of Supervisors respect the independence of the Treasurer and Commissioner of Revenue. These positions are elected officials and do not answer to the Board of Supervisors. Yes, a lot of their funding is mandated (county is required to pay) but they have sole responsibility for their offices and staff.

A joint meeting with the members of the school board may help to improve communication with the school system. Again, you are mandated to pay a local match

but the school system has sole responsibility on how those funds are spent. The County Administrator and School Superintendent have a good working relationship. The county and school system have a central purchasing and central accounting department. This means that the county office processes all school system payroll and all school system purchase orders and checks for bill payment. Staff from the county and school work really well together to accomplish their work.

2. **PSA vs. Scott County roles?**

The Board of Supervisors appoint members to the PSA board. The PSA board oversees the PSA Director and they have the responsibility of operating the water and sewer infrastructure in the county. The PSA Director gives a quarterly update to the Board of Supervisors. To my knowledge there are no communication issues between the PSA and county.

Eddie Skeen questioned services provided to the school system that the county is paying.

The County Administrator Freda Starnes replied that there are three staff members who do a lot with the school from running payroll to checks. Ms. Starnes estimated that to be about \$43,000. There are 39 dumpsters that are at different schools sites. Those calculate to \$150,000 if they were picked up the same throughout the year. That would be about \$120,000 if summer is taken into consideration.

External Communication: *Answer provided by Bill Dingus*

1. What procedures are followed within each department when receiving resident phone calls and providing follow up?

As a local county government staff member, the procedures for handling resident phone calls and providing follow-up may vary depending on the department. However, a general overview of the common steps followed:

1. Initial Reception:

- When a call comes in, the call is typically received by a designated staff member or the receptionist at the front desk within the department.
- The staff member should greet the caller warmly and professionally, identifying themselves and their role within the department.

2. Information Gathering:

- The staff member should gather relevant information from the resident, including their name, contact details, and a description of the issue or question.

3. Resolution or Referral:

- If the staff member can address the resident's concern immediately, they provide necessary information or take appropriate action.
- If the matter requires further investigation or involves another department, the staff member may refer the resident to the appropriate contact person or department.

4. Follow-Up:

- If the issue requires additional time to be resolved, the staff member commits to a timeframe for follow-up and communicates this to the caller.
- The staff member ensures that the appropriate team or individual is aware

of the resident's concern and is working towards a resolution.

Eddie Skeen noted that people call the county office and don't hear from anyone. One area is Animal Control. He inquired about the policy for Animal Control.

Bill Dingus replied that a lot of times the Animal Control Officer will get a call about an issue. He will resolve the issue, but he has not called the person back to tell them it has been resolved. Mr. Dingus stated that he has talked with the Animal Control Officer about calling the person to let them know the status. It is not that the situation is not being taken care of.

Supervisor Michelle Glover asked if he is the only one responding to Animal Control calls.

Mr. Dingus responded that the Animal Control Officer and Litter Control Officer are cross-trained. He went on to say that the laws can be enforced by a police officer as well. That is usually not in their scope.

The County Administrator added that the proper way to handle calls can be shared with the staff.

Supervisor Danny Casteel asked if Animal Control works eight hours per day.

Mr. Dingus replied that Animal Control and Litter Control work four ten hour days, and they rotate being off. Other than that, they go out on a call if it is an emergency.

Supervisor Danny Casteel asked how to get in contact with Animal Control for an emergency.

Mr. Dingus replied that E911 can be called.

Supervisor Casteel replied wrong answer. He went on to say that he tried that for a pig he had in his yard. Supervisor Casteel reported that the response from E911 was that they are busy at that time and will call back later. Supervisor Casteel stated that he waited from 6:00 p.m. until midnight for a call back. He then called E911 again and was told that they would send Animal Control out the next morning. Supervisor Casteel pointed out that the Animal Control Officer did call, and he was a nice fellow. He went on to say that the Animal Control Officer did show up and found the pig that had been rooting up his yard. There needs to be better communication, but it was not the Animal Control Officer's fault.

Mr. Dingus replied that he does not know what was going on with E911 that day.

Normally, E911 is called if it is an emergency.

EDA Department: - See attached responses by John Kilgore
(Attachment Book 34 Attachment 36)

1. Over the last five years, what tools are working and not working when recruiting new prospects?
2. What is the County's role in identifying potential prospects?
3. What is the vetting process for new prospects?
4. Explain the working relationship between the EDA and Scott County BOS.
5. How does property ownership get designated by EDA vs. Scott County?
6. Which properties currently under the EDA and Scott County control are not producing revenue?
7. What does the Riverside property include, buildings and land, total acreage?
8. What is the status of the Riverside property?
9. What is the Riverside agreement?
10. Does the Riverside property create any revenue or expenses for Scott County taxpayers?
11. What is occupancy status of the Crooked Road Tech. Center?
12. Which buildings in Thomas Village are owned by the County or EDA? [The county owns the Thomas Village Community Center that is currently leased by Three Bells Methodist Church.](#)

Supervisor Eddie Skeen stated that the incentive package is what draws people in, and Scott County does not have a big incentive package. He went on to say that it is based on county revenue and asked the Director of Economic Development if he agrees.

Director of Economic Development John Kilgore replied that he works with the State Regional Authority. An example is the TeleTech building. The Regional Authority loaned the money at zero percent to build that. It was leased back to the organization at a lower cost. That incentive has helped. The county has a designated enterprise zone that provides tax money back to the company.

Supervisor Eddie Skeen inquired about expenses for the property now that it is vacant.

Mr. Kilgore replied that there is some revenue from two properties on the front end of that property. VCEDA has not asked for rent payments.

Social Services: Responses provided by Lana Mullins

1. What is the working relationship between Social Services and Scott County?
The Department of Social Services has an excellent relationship with the County Administrators Office.
2. How are foster parents and children monitored including communications?
The provision of foster care services is based on state and federal regulations and monitored for compliance by both state and federal monitoring.

Foster Parents are approved through a detailed approval process including a family assessment, background checks, home inspection and training. The monitoring of a foster home is at a minimum of a quarterly visit in the home regardless of a child being placed in the home. Monitoring is more frequent during the times a child is placed in the home.

All children in foster care must have a monthly contact by their caseworker regardless of where the child is placed. However, depending on the needs of the child contact could be daily or weekly.

Communications are not monitored unless there is a safety concern that would warrant monitoring communications. We strive to provide children in care with as much normalcy as possible. Children in care typically have supervised visitation with their biological parents which allows their communications with their parents to be monitored until the case progresses to unsupervised visitation. The degree of communications which are monitored are on a case-by-case basis and based on the assessment of the child's safety.

3. Vehicle allocation and usage?

The Department of Social Services is provided an operating budget from the state to administer the agency. This includes all operating expenses including vehicles. The Director (with the local DSS Board's approval) determines when vehicles are purchased based on the availability of funds within the administrative budget. The purchase of vehicles is managed to maintain a safe and dependable fleet of vehicles rotating older vehicles out of the fleet as they reach high mileage and/or develop maintenance concerns. The vehicles are used for all agency travel within the county as well as statewide and out of state travel. There are designated vehicles allocated to specific units within the Department. For example, the Department has specific vehicles for Child Protective Services on-call equipped with police radios and available 24 hours a day for emergency response. The Department has other vehicles for use by all staff and these vehicles are signed out by the individual staff member using the vehicle.

Public Works: Answer provided by Bill Dingus

1. How are Animal Control calls handled after hours.

For Animal Control calls received after regular hours, the Animal Control officer exercises discretion to assess if it qualifies as an emergency involving harm to a person or property. If deemed an emergency, the officer will respond to the site if possible or contact other departments to address the issue. If it doesn't qualify as an emergency, the incident is logged and the Animal Control officer investigates during the next day business hours.

2. Who is responsible for providing supplies and cleaning the port-a-potty at convenience centers.

We contract with a company who provides that service. We've encountered challenges with our port-a-potty contractor due to issues with some of their specific employees. Fortunately, the problem appears to be resolved, and we haven't experienced any issues in the past few weeks since they made a change in their personnel.

3. How often are convenience center sites graded and graveled?

Sites undergo grading and graveling as needed, guided by a budget of approximately \$10,000 allocated for site improvement across 14 locations. Typically, a load of gravel at each site costs around \$600. We strive to maintain gravel at all sites within budgetary constraints.

4. Who is responsible for grading sites?

While not strictly their responsibility, the maintenance crew for General Properties has taken on the task of grading the sites using a small coyote tractor equipped with a box blade and a recently purchased front-end loader. This proactive approach has significantly decreased the reliance on gravel loads for site maintenance, providing a cost-effective tool for shaping and upkeep.

Regional Jail:

1. What is the funding formula State vs. County. *Answer provided by Freda Starnes*

The Commonwealth pays the salaries for all regional jail employees. The localities pay \$43.61 per inmate per day for operating expenses and \$9.27 per inmate per day for debt service.

Provided by Stephen Clear

There is no standard funding formula. The state budget is determined every year. The Authority receives reimbursement for salaries and FICA benefits for funded positions. We also receive a per diem for inmates held of \$5 (starting this December, it was \$4) for each inmate held awaiting trial and \$15 for each inmate considered state responsible. I have attached the 2023 reconciliation that shows how the actual per diem is determined for the localities (total expenses less state, federal, and misc. revenues). The remaining expenses are divided among the localities based upon actual inmate numbers. This is why some counties are reimbursed and some have to pay at the end of the year.



Southwest Virginia Regional Jail Authority
Reconciliation of Local Revenues
Year Ending June 30, 2023



Operating Expenditures (Does not include Debt Service)		47,235,806.99
Total Expenditures		47,235,806.99
Inmate Medical Claims from FY23	1,500,000.00	
Update and Replace Cameras	572,320.00	
Fence installation - DUF & HAY	224,386.00	
Generator Replacement - DUF	250,386.00	
Total Carryover Requested		2,547,092.00
Revenues:		
Total Federal Revenue	3,214,559.86	
Total State Revenue	23,198,156.21	
Total Other Revenue	3,733,848.62	
Total Revenues Other Than Local Contributions		30,146,564.69
Local Contributions Required to Balance Year Ending June 30, 2023:	Budget	Actual
	22,117,944.28	19,636,334.30
Total Inmate Days Participating Localities	589,110.00	515,405
Per Diem Required for Participating Localities	37.54	38.10

Total Debt Service Expenditures	Budget	Actual
	4,400,000.00	4,566,345.27
Local Contributions Required for Debt Service	4,400,000.49	4,566,345.27
	Budget	Actual
Total Number of Inmate Days for Participating Localities	527,060	470,289 *
Per Diem Required for Participating Localities	8.35	9.71

*Tazewell County only pays debt service on inmates held in other facilities.

NOTE:		
Compensation Board 2021 Jail Cost Report	All Jails	Regional Jails
Local Contribution - Operating (Does not include Debt Service)	59.03	39.61

2. How is the Life Saving Crew compensated for medical transports? *Answer provided by Freda Starnes*

EMS agencies that transport from the Duffield Regional Jail have their billing agency submit a request to the regional jail insurance clerk who then authorizes a claim number or denies. If a claim number is approved, they then submit for payment. This is a new billing procedure and in 2023 Duffield Fire and Rescue have been paid for all calls except three.

3. Are all regional participants sharing equally in this cost? *Answer provided by Freda Starnes*

The regional jail costs are determined by the number of inmates that are estimated for each county. Each locality pays the same for an individual inmate, so yes, the cost is split equally. Each locality is given a budget for the upcoming fiscal year and that budget shows their estimated number of local inmates. The locality pays the regional jail that amount during the fiscal year. If a locality exceeds the number of inmates budgeted for them, the locality will receive an invoice at the beginning of the next fiscal year. If a locality ends the fiscal year with less inmates than budgeted, the locality will receive money back.

4. Why are inmates released onto the streets of Duffield without transportation out of the area when they have finished their sentence? *Answer provided by Stephen Clear*

When inmates are released from any of the facilities, they are offered rides back to the county court houses of their original charges. This has been offered from the beginning.

Most do not want to wait for the ride, they live in a different county than the charge, or they do not want to ride with an authority employee. They are free individuals at this point and we cannot make them. A few of the facilities are serviced by county transportation buses and have groups of volunteers that offer rides. The rides from volunteers are usually set before release through churches. Even with rides offered, many will not wait.

5. What are the financial benefits to the County tax payers for the Scott Services Program with consideration given to jail cost savings vs. management and administrative cost?

Answered by the Office of the Commonwealth's Attorney.

To date, the Scott County Occupational Training and Treatment program ("S.C.O.T.T. Service") has saved the county over \$4.6 million in jail costs savings. SCOTT Service enrolls between fifty to sixty participants at any one time and has maintained this capacity throughout its existence. This figure does not take into account the residual savings of those served given the skills and opportunities to be successful.

This program serves the citizens of Scott County by providing resources to combat drug addiction through a supportive opportunity to encourage and empower those living in our community to make lifelong changes for the better. Substantial connections can be identified and supported for these at-risk individuals through a cohesive relationship between community partners. These partnerships along with the diligent efforts of staff to empower and encourage success foster not only a major cost savings to the county but supports those served to develop job and educational skills to become productive citizens.

Additionally, another cost savings technique offered to the citizens of Scott County and performed through SCOTT Service are in the form of capital improvements. Our participants partner with and support local departments like Scott County Public Works, Scott County Park and Golf Course, Scott County Schools, Pioneer Center, and the Scott County Sheriff's Office and Courthouse to perform and assist with various projects which creates another major cost savings to the county. Conservatively, we estimate these capital improvement cost savings to the county through SCOTT Service total \$150,000 to \$200,000 per year.

SCOTT Service is an alternative sentencing possibility, pre-conviction diversion opportunity and restrictive bond option used in many ways depending on the particular case to reduce the aforementioned jail costs. Not only can our participants be sentenced to the program but the courts have the opportunity to utilize the program as a condition of bond or in a pre-trial manner. This allows the participant to be heavily monitored through the SCOTT Service program, saves on the daily jail costs, and while on bond creates an opportunity for the participant to show gains and the desire to make changes.

We have always maintained a very conservative approach in terms of costs. Experienced staff is vital to the success of our program. Administrative costs are necessary to continue providing services and creating opportunities to serve and support our participants from pre-trial to post graduation. We maintain working relationships with those we serve well after graduation. We realize a supportive person in someone's life can empower and foster productivity which leads to success. The success of our program is directly correlated to the tireless efforts from staff to support those we serve. There is no amount of money or savings we can put on the success of breaking the cycle of addiction and creating or returning our fellow Scott Countians to productive tax-paying citizens.

6. What is the inmate recidivism rate? ***Answered by the Office of the Commonwealth's Attorney.***

The SWVRJA does not track recidivism rates for their facilities. The Bureau of Prisons reports a recidivism rate of 43% whereas the last reported recidivism numbers for the DOC were 20.6% in FY18. SCOTT Service holds a success rate of 55%. To our knowledge, only a handful of successful participants have re-offended. We correlate this success to our dedicated staff ensuring our participants continue to have what they need to remain successful along with the will and desire of our participants to continue the progress they made while supported in the program to sustain lifelong, positive changes.

In the event a participant is unsuccessful and a term of incarceration is necessary, staff work diligently along with the local defense bar and court staff to identify a realistic reduction in incarceration giving credit for time served while enrolled in SCOTT Service. The work with our participants is continuous and success is our goal. Second chances and a supportive, encouraging environment are vital to a person's path to recovery and the confidence to make lasting changes.

Chairman Michael Brickey commended all the work that the S.C.O.T.T. Service Program has provided. He noted that there was a lot done at Keith Memorial Park by those in this program last year.

Supervisor Eddie Skeen addressed the fee to be in the S.C.O.T.T. Service Program.

Commonwealth's Attorney Kyle Kilgore pointed out that each inmate pays \$200 per month to be in the program. It is a built-in punishment. He went on to say that the program provides the opportunity to save the county some money along with the \$200 obligation to be in the program.

Supervisor Eddie Skeen inquired about the average daily count on job sites.

Mr. Kilgore replied that he would have to check on that. The program administrator was supposed to give a presentation today but had a medical emergency.

Sheriff's Office: - see attached responses by Sheriff Edds
(Attachment Book 34 Attachment 37)

Residents are requesting additional patrols in their communities as drug trafficking is on the rise. The sheriff has said that he has two deputies in the County on night shift and could use two additional deputies.

1. How could this be funded?
2. Are grants available for law enforcement personnel?
3. Are School Resource Officers available to assist outside the school property if needed?
4. Do School Resource Officers receive the same training as the other deputies.
5. Are School Resource Officers available to the County during school vacations and holidays?

Supervisor Eddie Skeen inquired about any maintenance provided for Sheriff's vehicles by the school garage.

Sheriff Jeff Edds replied that oil changes and minor repairs such as brake replacement are done.

Supervisor Skeen asked if they do more than that.

Sheriff Edds replied that is all they do.

Supervisor Skeen asked if that is an asset.

Sheriff Edds replied yes.

Supervisor Skeen inquired about the cost savings.

Sheriff Edds replied that two years ago another garage was used and the budget decreased rapidly.

Major J.C. Starnes reported that the cost for an oil change is \$45 to \$50. In the past, the school bus garage did more in depth things like water pumps and starters. Times have changed now and the school system is the same way. They are doing more with less. They have been gracious enough to do the oil changes, stickers, and tire rotations.

Sheriff Edds went on to say that is really convenient and a quick turnaround.

Supervisor Skeen added that the Board is looking at ways to hire more people. This might be one area that would help us.

Sheriff Edds added that it would really help if the school bus garage could do more in-depth repair.

Supervisor Skeen inquired about officers sharing a vehicle.

Sheriff Edds replied not usually. He went on to say that he tries to keep spares but that is dwindling down. The cost of repair is out-weighing their value.

Supervisor Skeen asked about the cost of a new vehicle fully equipped.

Sheriff Edds replied that a Dodge Durango is approximately \$34,000 and \$56,000 fully equipped.

County Administrator Freda Starnes added that the cost would be more like \$65,000 fully equipped.

Sheriff Edds confirmed that he has three deputies at night. If one deputy is on vacation, that leaves two. He went on to say if two deputies are off at the same time, then a single deputy is left to cover the entire county with no backup.

Supervisor Brickey noted that two years ago the Board approved another deputy position to take care of vacation and holidays.

County Administrator Freda Starnes added that was emergency overtime pay. That was to cover if someone is out and a deputy has to cover on their off day. They can get paid overtime instead of comp time. The amount budgeted is \$10,000.00

Sheriff Edds talked about the time involved with paperwork for the deputies as well. It is a balancing act. He went on to say that he does not like the scenario of them working with no backup. It is not safe. The investigators are busy as well. It takes a lot of time to investigate crimes. The crime has tripled in the last two years.

Supervisor Brickey commended the Sheriff's office for doing a good job. He pointed out that an officer goes out with Department of Social Services personnel as needed.

Major J.C. Starnes added that officers are called out in the middle of the night to respond from home. They need their vehicle at home to respond.

School System:

We have gotten numerous comments and questions in regards to the Scott County School System. We think it is best to pass this on to our respective District School Board members at this time to give them an opportunity to address during their monthly public meetings. We would like to revisit this if our residents do not think that their questions and concerns have not been adequately addressed.

Tourism:

We have seen a tremendous growth in tourism as more and more people are discovering the natural beauty of SW Va. We want to be more proactive in developing a plan to take full advantage of this great financial opportunity for our area. We would like to have a public work session with participants chosen from the following list:

- | | |
|---|--|
| 1. Scott County Board of Supervisors and Adm. | 11. Scott County Extension |
| 2. Scott County Tourism Director. | 12. Gate City Frontier |
| 3. Scott County EDA Director. | 13. Clinch River Valley Initiative |
| 4. Scott County Town Mayors. | 14. Friends of SW Va. |
| 5. Spearhead Trails Director. | 15. Crooked Road |
| 6. Clinch River Park Manager. | 16. High Knob Enhancement |
| 7. Natural Tunnel State Park Manager. | 17. Va. Tourism |
| 8. Carter Fold Representative. | 18. Daniel Boone Wilderness Trail Assoc. |
| 9. Heart of Appalachia. | 19. Scott County Horse Assoc. |
| 10. Clinch River District Jefferson National Forest | |

Personnel and Administration: *Answers provided by Freda Starnes*

1. Do all county positions have a job description?
Yes, all county positions that report to the County Administrator have a job description.
2. Do all county employees receive a performance appraisal?
Yes, all county employees that report to the County Administrator have an annual performance evaluation.
3. Is an employee handbook provided to all employees?
Yes, all new employees that report to the County Administrator receive a copy of the personnel plan.
4. Is there a Human Resource Director.
The county doesn't have a Human Resource Director.
5. How are positions compensated County vs. State.
Payroll is processed once per month with a pay date of the 25th. The county pays for all payroll expenses upfront. Constitutional officers request reimbursement from the compensation board for themselves and their staff. Those monies are received and deposited at the Treasurer's office. County employees are paid by revenue brought in by the county with no funding from the state, unless a portion of the salary is grant funded.
6. How are salaries determined, starting through maximum?
Starting salaries for employees reporting to the County Administrator are determined by a pay scale that was adopted by the Board of Supervisors in June 2023. The scale consists of a minimum, midpoint and maximum. The Board of Supervisors contracted with Baker Tilly in December 2022 to complete a job evaluation, market assessment and develop a pay plan. The Board of Supervisors chose 10 localities to use as comparable peers to collect base pay information. This information was used to establish the pay plan that was adopted by the Board in June 2023.
7. What is the annual salary progression plan?
Cost of living increases often are granted when the compensation board increases pay for state employees and/or when the county budget allows. The county personnel plan allows for a merit increase, up to 2% annually, for employees that have a satisfactory performance evaluation. A recommendation from the department director and approval by the County Administrator is required for any merit increase.
8. Which County positions receive the use of a county vehicle?
Any licensed county employee can log out a county vehicle for use on county business.
9. Which County positions are authorized a county vehicle for personal use?
The personal use of county vehicles by county employees is prohibited.
10. Are there any restrictions on the vehicles that are authorized for personal use?
The personal use of county vehicles by county employees is prohibited.
11. How are vehicles acquired; purchase vs. lease, new vs. used?
Vehicles are purchased on state contract, when available. Since 2020, it has been very difficult to obtain vehicles on state contract. When not available to purchase on state contract, vehicles are purchased by sealed bid. New vehicles are purchased either in a budget line item or financed. The county currently doesn't participate in a lease program. All vehicles are owned by the county.
12. Do we have a grant writer?
The county doesn't have a designated grant writer. The County Administrator, Assistant County Administrator and staff have successfully applied for grants and administered those grants.

13. Is there an opportunity for a grant writer on an as need basis?

At this time, my answer would be no. The greatest amount of work involving grants is gathering the information to formulate the narrative. Staff would still need to do the majority of this work. An outside contractor wouldn't know the details of the county to formulate the narrative. Instead of just a grant writer, a grant manager, would be a big benefit. One person could write the grant as well as ensure that all reporting and reimbursements have been completed.

Supervisor Eddie Skeen spoke on behalf of the new members saying the questions were pulled from discussion with residents during their campaign. They were presented to the County Administrator, and she got others involved. He went on to say that he appreciates her efforts and requested that this be made available on the website or newspaper.

The County Administrator offered to talk with the newspaper staff and indicated that it can be added to the website.

Supervisor Eddie Skeen concluded that the information presented today would take 12 months for people to hear.

There was some discussion with Treasurer Kevin Helms about tax tickets being billed twice per year.

Mr. Helms stated that he plans to look at that; however, it would take two years to implement.

Chairman Brickey inquired about other counties billing twice.

Mr. Helms replied that a lot of counties do that.

Supervisor Casteel asked if that can be done this year.

Mr. Helms replied no; however, you can pay at any time. Many county employees and teachers pay monthly.

On a motion by L. Michele Glover, duly seconded by Christopher S. Maness, this Board hereby adjourns the meeting to February 6, 2024 at 6:00 p.m.

Voting aye: Darrel W. Jeter, L. Michele Glover, Eddie N. Skeen, Michael K. Brickey, Danny M. Casteel, Christopher S. Maness, and Stefanie C. Addington.

Voting nay: None.

CHAIRMAN

CLERK