

# AGENDA

Tuesday, April 10, 2018  
4:00 PM

**4:00 CALL MEETING TO ORDER** (M. Todd Dishner, Chairman)

## **CLOSED SESSION**

Code of Virginia, Section 2.2-3711 **A.1; Personnel Matters;** Discussion, consideration, or interviews of prospective candidates for employment and contracts; **A.5; Industrial/Business Prospects;** discussion concerning a business or industry considering expansion with no previous announcement being made and **A.7 Legal;** discussion with legal counsel and staff pertaining to actual or probable litigation.

## **5:00 CALL MEETING TO OPEN SESSION**

Invocation and Pledge of Allegiance

## **ADOPTION OF AGENDA**

Adopt the agenda and the additional agenda as presented

## **MINUTES OF PREVIOUS MEETINGS**

Request adoption of the March 13<sup>th</sup> and March 22<sup>nd</sup>, 2018 meeting minutes

## **FINANCIAL STATUS**

Michael Carter – Inform the Board of the County's financial status

## **PAYMENT OF INVOICES**

Consideration of appropriations and accounts payable as listed on the additional agenda

## **5:15 CITIZENS TIME**

**5:30 VHCC-Small Business Development Center**

**5:45 Kathi Roark-Child Abuse Prevention Month**

**6:00 Wagstaff & Cartmell Law Firm-Opioid Litigation**

**6:15 Atkins Volunteer Fire Department-Request for Support of Financing**

## **NEW BUSINESS**

**\*Planning Commission Recommendation-Michael Carter**

**\*Committee Recommendations:**

- **Budget Committee-M. Todd Dishner, Chair**
- **Personnel Committee-M. Todd Dishner, Chair**
- **Water/Sewer Committee-Phil Stevenson, Acting Chair**

**\*Supervisor Comment Time**


The Smyth County Board of Supervisors held its regular meeting at 4:00 p.m., Tuesday, March 13, 2018. The location of the meeting was in the First-Floor Board Room of the County Office Building, 121 Bagley Circle, Suite 100, Marion, Virginia.

PRESENT: Chairman, Park District Supervisor M. Todd Dishner; Vice Chairman, Rye Valley District Supervisor Rick K Blevins; Saltville District Supervisor Roscoe D Call; North Fork District Supervisor Phil Stevenson; Chilhowie District Supervisor R. Curtis Rhea; Atkins District Supervisor Charles Atkins; Royal Oak District Supervisor Judy Wyant (7)

ABSENT: None.

STAFF: County Administrator Michael Carter; Assistant County Administrator Scott Simpson; County Attorney Jeff Campbell; Administrative Assistant Kelly Woods (4)

OTHERS: Stephanie Porter-Nichols, Smyth County News and Messenger, Deputy with the Smyth County Sheriff's Office and several citizens.

 3/13/2018 4:04 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting to order. A motion was made by Vice Chairman, Rye Valley District Supervisor Rick K Blevins to enter into closed session under Code of Virginia, Section 2.2-3711 – **A.1; Personnel Matters**; Discussion, consideration, or interviews of prospective candidates for employment and contracts; **A.5; Industrial/Business Prospects**; discussion concerning a business or industry considering expansion with no previous announcement being made. **A.7** Legal; discussion with legal counsel and staff pertaining to actual or probable litigation. North Fork District Supervisor Phil Stevenson seconded the motion

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 3/13/2018 5:01 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from Closed session.

It was moved by Vice Chairman Rye Valley District Supervisor Rick K Blevins, seconded by Saltville District Supervisor Roscoe D. Call, to adopt the following resolution certifying the

business conducted in closed session as follows:

RESOLUTION

CERTIFICATION OF CLOSED SESSION

WHEREAS, the Smyth County Board of Supervisors has convened in a closed session on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Smyth County Board of Supervisors that such a meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Smyth County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed session were heard, discussed or considered by the Smyth County Board of Supervisors.


After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 3/13/2018 5:02 PM Heather Street, IT System Specialist gave the invocation and Kelly Woods, Administrative Assistant led the Pledge of Allegiance.

 3/13/2018 5:02 PM A motion was made by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Phil Stevenson to adopt the agenda and additional agenda as presented.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,

Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 3/13/2018 5:03 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Phil Stevenson to approve the minutes from the February 13<sup>th</sup>, 2018 meeting.


Atkins District Supervisor Charles Atkins and Royal Oak District Supervisor Judy Wyant both stated they would like to see more details of each meeting placed in the minutes.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson and  
Chilhowie District Supervisor R. Curtis Rhea.

NAYS: Atkins District Supervisor Charles Atkins and Royal Oak District Supervisor Judy Wyant.

ABSTAINERS: None.

 3/13/2018 5:11 PM Michael Carter, County Administrator presented the Board with information on the current FY2017-2018 budget and a current month analysis for appropriations.


 3/13/2018 5:20 PM Chairman, Park District Supervisor M. Todd Dishner opened citizens time.


Sarah Gillespie, spoke on behalf of the Smyth County Chamber of Chamber, presenting an update to the Board concerning all the programs that are currently being offered by the Chamber. Ms. Gillespie also presented information on the upcoming Small Business Boot Camp the Chamber will host. Ms. Gillespie stated the request for funding in the FY18-19 budget had been submitted and they are asking for an increase in the per capita rate, due to a decrease in funding that had been previously received by the Anthem Commission Program. With healthcare reform, the program is no longer available.

Scott Shumaker, 618 Orchid Street, Marion Virginia, spoke as the Co-owner on Hungry Mother Adventures, stated he would like assistance from the County concerning the inspections that are needed for the zip lines, etc. that are offered by Hungry Mother Adventures. Several Board members asked Mr. Shumaker about the boundary fence that was to be in place as an exception to the permit that was issued, and Mr. Shumaker stated he would make sure the fence was installed.


Michael Carter, County Administrator explained to Mr. Shumaker the process taken for the inspections and the changes that had been made in the Building and Zoning Department in order to accommodate the needs for Smyth County. Mr. Carter stated that although carnival ride inspections had been

reinstated by the County, the inspection for the zip lines that was needed by Mr. Shumaker has not been offered by Smyth County.


 3/13/2018 5:41 PM With no one else wishing to speak, Chairman Park District Supervisor M. Todd Dishner closed citizens time.

 3/13/2018 5:41 PM Mr. Stephen Clear, Superintendent with Southwest Virginia Regional Jail gave an update concerning the Jail and the increased costs associated. Mr. Clear informed the Board the level of inmates had increased approximately 30% over the last several years, which attributes to the high cost for Smyth County. Mr. Clear explained the process that is taken by the Regional jail when calculating the percentages, and the factors that go into determining the usage of the facility as a result of the population of each locality.


Several Board members asked Mr. Clear questions concerning the process of determining each localities cost and why the costs are high.

 3/13/2018 6:12 PM Chairman, Park District Supervisor M. Todd Dishner called for a five (5) minute recess.

 3/13/2018 6:26 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from recess.

 3/13/2018 6:26 PM Aaron Floyd-Blue Ridge Discovery Center introduced himself to the Board and presented an overview of the Blue Ridge Discovery Center, requesting support from the Board for a grant application. Mr. Floyd stated with the grant application, the County is being asked to be the fiscal agent for the project, and the grant does not require any local match.

Michael Carter, County Administrator informed the Board that a Resolution supporting this project is on the agenda to be considered during the Budget Committee Recommendations.

 3/13/2018 6:39 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$1,780,000.00 from the General Fund. The following is an explanation of the appropriations approved:

General County	
Accounts Payable Listing:	\$ 1,129,130.12
Payroll:	\$ 669,493.20
Auto Draft Rural Development:	\$ 8,974.00
AEP/Century Link Bills:	\$ 25,000.00
County Administration Fund:	\$ 5,000.00
Minus Beginning Appropriation:	\$ (178,956.23)
New Carryover for March:	\$ 121,358.91

Total County Appropriation: \$1,780,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$400,000.00 from the General Fund for the Department of Social Services. The following is an explanation of the appropriations approved:

Social Services

(March 14-March 31, 2018) \$ 340,000.00

(April 1-April 10, 2018) \$ 60,000.00

Total Social Services: \$ 400,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Saltville District Supervisor Roscoe D. Call to appropriate \$4,090,000.00 from the General Fund for the Smyth County School Board Operating Fund. The following is an explanation of the appropriations approved:

Schools-Operating Fund

Instruction	\$3,000,000.00
Administration, Attendance, & Health	\$ 125,000.00
Transportation	\$ 260,000.00
Facilities	\$ 375,000.00
School Food Service	\$ 230,000.00

Technology	\$ 100,000.00
Total School Operating Fund:	\$4,090,000.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Saltville District Supervisor Roscoe D. Call to appropriate \$1,120.60 from the Sheriff's Fund 748 for open invoices.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Phil Stevenson to appropriate \$3,194.60 from the EDA Fund 4 for open invoices.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Rye Valley District Supervisor Rick K. Blevins to appropriate \$82,534.63 from Fund 307 for the Adwolfe Sewer Project.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$420.59 from fund 301 for the Courthouse Project.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

 3/13/2018 6:43 PM Chairman, Park District Supervisor M. Todd Dishner brought forward the following recommendations from the Appointment Committee:

It is the committee's recommendation to appoint Heather Williams, P.O. Box 397, Chilhowie, Virginia, to the SWIFA Board, as the Member at large for a four (4) year term, beginning March 1, 2018 and ending February 28, 2022.

Atkins District Supervisor Charles Atkins expressed his concern with the process of obtaining recommendations for vacancies to various Boards.

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

**ABSTAINERS:** None.

**ABSENT:** None.

Several Board members spoke concerning the Smyth County Public Library Board appointments, stating they would like to see equal district representation. Chairman, Park District Supervisor M. Todd Dishner stated that due to the current organization of the Library Board, it may take some time to achieve equal representation. Discussion continued on this item, with most Board members stating that further discussion would continue once the litigation with the former Smyth Bland Regional Library Board was resolved.

Rye Valley District Supervisor Rick K. Blevins made a motion to allow County Attorney, Jeff Campbell to seek the opinion of Smyth County Commonwealth Attorney Roy Evans, concerning the position of a current Board of Supervisor member who is also an employee of the Smyth County Public Library. North Fork District Supervisor Phil Stevenson seconded the motion.

After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.

 3/13/2018 6:57 PM Chairman, Park District Supervisor M. Todd Dishner brought forward the following recommendations from the Budget Committee:

It is the Committee's recommendation to approve the budget amendment as shown below for the Smyth County Sheriff's Office in the amount of \$5,000.00. This amendment will change the current FY2017-2018 budget from \$90,430,012.00 to \$90,435,012.00

**EXPENSE**

	<b>Amount</b>
739-021070-8888-5(Sheriff Dept. Dare Fund)	\$5,000.00

**REVENUE: (NEW LINE ITEM)**

739-010000-0003 (Dare Fund Balance)	\$5,000.00
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After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,

Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.

Michael Carter, County Administrator brought forward the following Resolution for consideration in support of the Blue Ridge Discover Center and read it aloud for the record.

*A RESOLUTION IN SUPPORT OF A GRANT APPLICATION FOR DHCS IRF FUNDS FOR THE BLUE RIDGE DISCOVERY CENTER*

**WHEREAS**, the County of Smyth has previously participated in Department of Housing and Community Development programs, to apply for funds to complete projects throughout the County;

**WHEREAS**, the County of Smyth has determined there is a need for economic development, job creation, and enhanced youth education resources; and

**WHEREAS**, the County of Smyth is acting according to the desires of County residents in supporting the renovation of the historic Konnarock Girls Training School; and

**WHEREAS**, the Department of Housing and Community Development has made available Industrial Redevelopment Fund grants of up to \$600,000 for the revitalization and reuse of vacant properties that will provide a measurable economic benefit to their local community and the region.

**NOW THEREFORE, BE IT RESOLVED**, the County of Smyth hereby agrees to submit a grant application for up to \$600,000 in DHCD IRF Funds to be used with ARC and other funding to renovate, revitalize, and reopen the Historic Konnarock Girls Training School building as the Blue Ridge Discovery Center, a major economic attraction and residential education facility for our communities within the County and the region.

Vice Chairman, Rye Valley District Supervisor Rick K. Blevins made a motion to adopt the resolution as presented. Chilhowie District Supervisor R. Curtis Rhea seconded the motion.

After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.

Chairman, Park District Supervisor brought forward the following recommendations from the Budget Committee.

It is the Committee's recommendation to approve the RFP as shown below for Attorney Services for Smyth County.

*The Smyth County Board of Supervisors will receive proposals from qualified Attorneys-at-Law to provide legal services for the Smyth County Board of Supervisors, Economic Development Authority, the Smyth County Planning Commission, and any other Public Body, as required for the position of County Attorney; proposals must be received by, March 30, 2018 at 4:00pm.*

*Please mail proposals to the following:*

*Smyth County Board of Supervisors*

*ATTN: Michael Carter*

*121 Bagley Circle, Suite 100*

*Marion, VA 24354*

*Proposals will be for fiscal year 2018-2019 with a contract option to renew for an additional two (2) years of services contingent upon successful renegotiations each additional year.*

*Proposals are being solicited under authority of §2.2-4302.2 of the Code of Virginia and will not include numerical scoring to be used in the evaluation of the proposal.*

*The following factors will be considered in the evaluation of each proposal and candidates are encouraged to provide definitive information:*

- 1. Previous experience or training in government related law.*
- 2. Educational background and experience.*
- 3. Professional competence in the field.*
- 4. General legal experience.*
- 5. Availability of service.*
- 6. Familiarity with Federal rules and regulations with regard to grant applications and grant procedures.*
- 7. Cost of services.*

After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,

Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.

It is the Committee's recommendation to approve a real estate tax refund request in the amount of \$1,593.47, for tax map number 42-1-4D, due to the miscalculation of square footage.

After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.

Chilhowie District Supervisor R. Curtis Rhea spoke concerning a request he had made during the Budget Committee Meeting on March 6, 2018. Mr. Rhea stated he would like to see the Board of Supervisors support the Small Business Boot camp that is offered by the Smyth County Chamber of Commerce.

Discussion continued on this matter between several Board members, with Chilhowie District Supervisor R. Curtis Rhea making a motion to request the Board of Supervisors allocate \$5000.00 in support of the Smyth County Chamber of Commerce Small Business Boot Camp. Atkins District Supervisor Charles Atkins seconded the motion.

Discussion continued by the Board of Supervisors considering this matter and many members stated they felt as if they didn't have enough information to vote appropriately on the matter.

Before the recording of the vote, County Attorney Jeff Campbell identified to the Board that if a member was uncertain or felt as if they didn't have enough information to vote on the issue, the Board member could consider voting no, which would allow a member of the prevailing side to bring the issue back for reconsideration at the next regular scheduled meeting of the Board.


After consideration, the motion FAILED by the following vote:

**AYES:** Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call and  
North Fork District Supervisor Phil Stevenson.

**ABSTAINERS:** None.

**ABSENT:** None.

 3/13/2018 7:19 PM Rye Valley District Supervisor Rick K. Blevins brought forward a recommendation from the Building and Grounds Committee. It is the Committee's recommendation to renew the agreement with Cook's Mechanical for HVAC services for an additional one-year term from April 1, 2018 through March 31, 2019.


After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.

 3/13/2018 7:22 PM Rye Valley District Supervisor Rick K. Blevins brought a recommendation before the Board of Supervisors from the Insurance Committee. It is the Committee's recommendation to accept the renewal for the Anthem/Local Choice employee health insurance plan for July 1, 2018 through June 30, 2019 at an increase of 4.1%, with the contribution rate from the County to the Employee at 80% and 79% for spouse and/or dependents.

Mr. Blevins also informed the Committee that a voluntary survey had been taken concerning spousal insurance coverage and relayed that information to the Board.

Royal Oak District Supervisor Judy Wyant stated she was astounded to see the number of spouses that have insurance available through their respective employers. As a cost saving measure, Ms. Wyant would like to see the County require the spouse to utilize the benefits that are available to them, stating she feels the Board has been very negligent with tax payer dollars concerning the Health Insurance.

Several Board members spoke stating that due to the compensation package the County offers, the benefits are often the reason an employee continues to work for Smyth County and do not want to see any additional benefits taken from employees or their family.


After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins  
Chilhowie District Supervisor R. Curtis Rhea.

**NAYS:** Royal Oak District Supervisor Judy Wyant.

**ABSTAINERS:** None.

**ABSENT:** None.

 3/13/2018 7:31 PM Chilhowie District Supervisor R. Curtis Rhea brought forward a recommendation from the Solid Waste Committee. It is the Committee's recommendation to approve the RFP's as shown attached (#1&#2) for Solid Waste Transportation and Disposal Services.


After consideration, the motion PASSED by the following vote:

**AYES:** Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chair, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
North Fork District Supervisor Phil Stevenson,  
Atkins District Supervisor Charles Atkins  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

**NAYS:** None.

**ABSTAINERS:** None.

**ABSENT:** None.

 3/13/2018 7:32 PM Chairman, Park District Supervisor M. Todd Dishner updated the Board concerning a Personnel Committee meeting that took place on Tuesday, February 27, 2018. Mr. Dishner stated the committee met to discuss the current opening for the Director of Community and Economic Development. The position has been advertised again, with the County receiving five (5) applications. Out of the five (5) applications received, two (2) candidates were selected for further consideration, and the Committee concurred with interviewing two (2). After the interviews take place, the Committee and staff will report a summary to the full Board of Supervisors.

 3/13/2018 7:35 PM Supervisor Comment Time

Royal Oak District Supervisor Judy Wyant thanked everyone for attending the meeting and their interest in local government. Ms. Wyant clarified her concern with the employee health insurance stating she does not want to see any employee lose a benefit, however if there is a cost savings to the County she feels compelled to look into and identify the information.

Rye Valley District Supervisor Rick K. Blevins stated he had enjoyed the meeting and stated Chairman, Park District Supervisor M. Todd Dishner was doing a good job.

Atkins District Supervisor Charles Atkins stated he felt the Board had accomplished a lot at the meeting tonight and hopes everyone can go home as friends. Mr. Atkins thanked the citizens for attending the meeting.

Saltville District Supervisor Roscoe D. Call thanked everyone for attending the meeting and stated the employees and citizens that visit the Saltville branch of the Smyth County Public Library were very pleased with the way Library is being operated.

Chairman, Park District Supervisor M. Todd Dishner thanked the citizens for attending the meeting and stated that it takes different views on each matter to make everything work for the County.

 3/13/2018 7:38 PM The meeting was continued to Thursday, March 22, 2018, at 7:00 P.M.

**Smyth County, Virginia  
Solid Waste Disposal Services  
(with option to bid on Transfer Services)  
Request for Proposals**

**I. General Description and Background**

Smyth County is currently seeking proposals for the disposal of waste generated within the County. The service area includes Smyth County and its incorporated Towns of Marion, Chilhowie and Saltville. Accurate records of tonnage received are currently kept at the existing transfer station operated by Smyth County. Provision must be made for the disposal of all non-hazardous waste generated within this service area.

For preparation of this proposal, the County's current total waste stream is 27,000 tons per year or 107 tons per day on a five (5) day basis. This figure reflects the County's current total waste stream and should not be considered a projection of the County's future waste streams, which may be higher or lower than the current total.

The County is seeking responsible parties for disposal of the waste noted above to a facility that meets, at a minimum, EPA Subtitle D criteria and is available no later than October 1, 2018. If the primary facility is under permitting, the Contractor shall furnish information on an existing, permitted facility backup for use under this proposal.

The specifics of the scope of work and alternatives are outlined in Section VII of this proposal. As there are currently many other alternatives available to the County, short term (3 and 5 years) for the contractual proposals are requested herein.

**II. Qualifications**

The Contractor must be fully qualified to perform the above described services. If subcontractors are employed, they must be identified. Evidence must be submitted that they also meet minimum qualifications. A minimum of five acceptable years (5 years) of experience in providing disposal services must be demonstrated. The Contractor must have the management, technical and financial qualifications to perform the services outlined in Section VI. The contractor must demonstrate access to sufficient waste disposal capacity to meet the schedule and needs as described in Section I. The Contractor must provide written documentation with the completed proposal that County's waste shall be accepted at the proposed disposal facilities.

**III. Examination of Site and Documents**

The Contractor is encouraged to familiarize himself with the Smyth County region and all waste records. Contractors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quality of labor, equipment, and materials required for the work. The Contractor shall make its own determinations as to relevant conditions and shall assume all risk and responsibility, and shall complete the work in and under the conditions it may encounter or create, without extra

cost to the County. The Contractor agrees that if it should execute the Contract with the County, the Contractor shall make no claim against the County because of estimates or statements made by any officer or agent of the County which may prove to be, in any respect, erroneous. The failure or omission by any Contractor to receive or examine any form, instrument, addendum, or other document shall in no way relieve that Contractor of any obligations with respect to this Request for Proposal or the Contract.

#### **IV. Information Not Guaranteed**

Information given in this Request for Proposals relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the Contractor. The accuracy of the data is not guaranteed.

#### **V. Definitions**

For the purpose of this proposal the following definitions apply:

*Contract:* This Request for Proposal, including all special provisions, Bid Bond, Payment Bond, Performance Bond, insurance certificate and any addenda or amendments to the foregoing documents agreed to by the County and the Contractor in writing.

*Contractor:* The private waste management firm and its subcontractors proposing to dispose of the County's waste.

*Commercial Waste:* All sold waste generated by establishments engaged in business operations other than manufacturing. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants and shopping centers.

*Construction Waste:* Solid waste which is produced or generated during construction of structures. Construction wastes consist of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not construction wastes.

*Debris Waste:* Wood, brush, and leaves from land clearing operations.

*Demolition Waste:* Solid waste which is produced by the destruction of structures and their foundations and includes the same materials as construction wastes.

*Hazardous Waste:* As described by the Virginia Hazardous Waste Regulation or the EPA.

*Industrial Waste:* Any solid waste generated by a manufacturing or industrial process that is not classified as hazardous or special by the regulations of the state of disposal.

*Municipal Solid Waste:* Waste which is normally composed of residential, commercial, and institutional solid waste.

*Service Area:* Smyth County, including all incorporated Towns, businesses and industries therein (unless excepted by the Contractor in the Bid).

*Sludge:* Any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial waste water treatment plant, water supply treatment plant, or air pollution control facility.

*Special Wastes:* Solid wastes that are difficult to handle, require special precautions, or create waste management problems in normal operations. Examples include asbestos, hospital wastes and sludge.

## **VI. Scope of Work**

### **A. Basic Services**

The basic services of this request for proposals are as follows:

1. Provide disposal of all non-hazardous waste collected from the County at a facility permitted for solid waste disposal by the State of location meeting a minimum EPA Subtitle D criteria. For purposes of the proposal it is assumed that 107 tpd (5 day basis) shall be generated in the categories originally identified.
2. Maximum allowable tipping fees shall be fixed for the municipal, and non-hazardous, non-special industrial wastes at the same rate. Tipping fees for special wastes, debris, etc., may vary with material and should be identified by the provider within the bid.
3. Annually provide the County with copies of all monitoring results, statistical evaluations, and correspondence with the State permitting agency.
4. Provide disposal to an alternate permitted facility at no additional cost to the County in the event that the contractual services are unavailable by October 1, 2018.
5. Proposal shall set forth information on any environmental impairment insurance that may be in place at the facility.
6. For the proposal, provide separate fees under this category for disposal for 3 and 5 year contracts on a per ton basis.

## **TRANSFER OPTION**

As an option, the proposal may also include a means to provide the transfer of all waste including municipal, industrial, commercial, construction, debris, demolition, yard, and special wastes collected at the Central Transfer Station. Transport of special waste generated within the County shall be evaluated on a case by case basis. Note for rail, it can be assumed that boxes would be located at the transfer station and trucked to either a rail siding in Smyth County or to a rail facility in an adjoining County.

The Contractor in preparation of his bid should assume that the transfer station is located at the existing landfill northwest of Chilhowie on Route 107.

A minimum of five acceptable years of experience in providing transfer services must be demonstrated.

### **VII. Rejection and Award of Proposals**

The County reserves the right to reject any or all proposals, to waive informalities, and to reissue any Request for Proposals. The County also reserves the right to award the contract as it deems will best serve its interest. The County reserves the right to waive any informality or irregularity in any proposal received and to reject any and all proposals, to accept a bid which, in the opinion of County and consistent with law, is in its best interest, and to negotiate with the low bidder should the proposed costs exceed available funds.

### **VIII. Submittal Content**

#### **A. Instructions to Contractor**

1. The Contractor must submit on the basic services. Incomplete proposals may be rejected. The Contractor in preparing this proposal should assume that 107 tpd (5 day average) are generated within the County.
2. Additional alternatives may exist. The Contractor may provide information on other potential alternatives only after satisfying Condition 1 above. This information should be general in nature with enough detail to allow the County to consider the alternative but not specific enough to require confidentiality. Fees are not required. The County then reserves the right to seek proposals from the other participants on the suggested alternative to obtain sufficient information for comparative purposes.
3. The Contractor must meet the requirements of all Sections of this proposal. Failure to meet all requirements shall result in disqualification of the proposal.

4. Any proposal resulting from this solicitation shall be valid for 180 days. No proposal may be withdrawn during this period. At the end of the 180 days, the proposal may be withdrawn at the written request of the Contractor. Likewise, the proposal may be extended beyond this time by a mutual agreement between the County and the Contractor.

5. Should subcontractors be utilized by the Contractor, all subcontractors shall be listed. Subcontractors are defined as independent services provided for disposal or transportation.

6. For the purposes of this proposal, ownership of the waste is defined as follows: *Waste belongs to the disposal site contractor once it is accepted at the landfill. Note that household hazardous waste and small quantity generators are included as part of the MSW waste stream and are not considered separate or to require special handling.*

7. The County reserves the right to contact the disposal facility, permitting agency or any references so provided to obtain first-hand knowledge of the facility, Contractor's performance, etc.

8. Any flow control or "put or pay" mechanisms standardly required by the Contractor shall be described in full in the proposal and how the lack of mechanisms may affect negotiations or costs.

#### B. Submittal Requirements

To be considered responsive, the proposals shall address the following areas:

1. Describe in detail the services the Contractor will provide under the basic services and each alternative. Include staffing, equipment, operating schedules and any other information necessary to fully explain the level of service proposed. Include the schedule and availability of the disposal site.

2. Present the non-binding proposed fee schedule including all multipliers, factors or adjustments proposed. Provide a projection of total fees for the next five years based on current factors, multipliers and adjustments and the waste stream projections presented. All fees shall be presented on a per ton processed basis.

3. Fees shall indicate all variations for 3 and 5 year short term contracts. Any state taxes or local user fees should be itemized separately.

4. Present a Statement of Qualifications for this project. Address the financial capability to provide the service requested. Contractor and subcontractors shall have a minimum of 5 years' experience on similar jobs. Describe any environmental impairment insurance available and performance bond capability.

5. Present a Statement of Experience with similar operations, facilities and contracts. Provide at least three examples of similar projects. For each project listed, provide the project name, location, contact and contact's telephone number.
6. Describe the proposed primary disposal facility and backup facility (if necessary), giving its location, name, permit number and a statement concerning its ability to provide capacity for the County for up to a 20 year period of time. Also provide a statement regarding the facilities status with regard to the permitting and Financial Assurance Regulations of the State in which the facility is located.
7. Provide written documentation that the Service Area's waste shall be accepted at the disposal facility. The documentation should include some evidence of local government approval and any state or local conditions placed on outside waste. Non-binding commitments, verbal, or written, or potential commitments, will not be considered adequate and will serve to disqualify the proposal.
8. Provide a Statement of the financial assurance requirements of the State within which the primary disposal and backup facility (if necessary) is located and how the Contractor meets the requirements.
9. Provide a time schedule to bring the disposal services (and transfer services - optional) into operation. Provide the permitting schedule for the primary facility or copy of the permit as approved. Specifically describe how the required permits will be obtained if not in existence.
10. Complete explanation of all past bankruptcies and criminal convictions (if any) of the proposer, its officers, partners and owners, affiliated companies and or subsidiaries and key personnel in the Southeast region.
11. Complete explanation of all currently outstanding civil suits and governmental investigations, claims, suits, administrative or court orders with regard to transfer stations and landfills operated by the Contractor in the Southeast region.
12. Provide documentation as set forth in VI A.5.
13. Proposals must be submitted no later than 4:00 P.M. on April 20, 2018 at the address below.  
Smyth County Administrator's Office  
Attn: Michael Carter  
121 Bagley Circle, Suite 100  
Marion, VA 24354
14. An original and 3 copies of the proposal document are required. The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Request for Proposal may result in rejection of the proposal. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals shall not be considered.

15. Proposals having any erasures or corrections must be initialed by the offerer in ink. Proposals must be signed in ink.

16. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the proposer.

Any questions concerning the project should be directed to:

Mr. Michael Carter  
County Administrator  
121 Bagley Circle, Suite 100  
Marion, VA 24354;  
Telephone (276)783-3298 x 8301.

## IX. Special Provisions

The following provisions will be ultimately incorporated in the contract documents or revised as mutually agreeable to all parties during final negotiations.

### A. Performance Bond/Payment Bond

A performance bond or similar legal instrument in an amount equal to one year's disposal cost of the highest proposal received shall be required with the County as obligee guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor and materials in the work. If an instrument is utilized other than a performance bond, it must be identified with the proposal. The surety shall be a surety company or companies approved by the Virginia State Corporation Commission to transact business in Virginia. Forfeiture of the bond shall be immediate upon failure to execute any portion of the Contract. Attorneys-in-fact who sign performance or payment bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

### B. Insurance

1. Insurance in the following types and amounts will be required.

a) Worker's Compensation  
Coverage A: Statutory  
Coverage B \$100,000

b) Commercial General Liability  
(including Blanket Contractual Liability Coverage):  
Per Occurrence: \$1,000,000  
Personal/Advertising Injury: \$1,000,000  
General Aggregate: \$2,000,000  
Products/Completed Operations \$2,000,000 aggregate  
Fire Damage Legal Liability \$100,000

- c) Automobile Liability:  
Combined Single Limit: \$1,000,000
- d) Pollution: \$1,000,000

2. The following provisions shall be agreed to by the Contractor:

- a) Liability Insurance "Claims Made" basis: If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits and the extensions to be included as described previously in these provisions, remain the same.
- b) The Contractor must either:
  - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract: or
  - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

C. Transfer of Contract to Other Entities

The County is located in an active planning region. As such, it is possible that this contract may be transferred over to another entity at some time in the future. An example would be a regional authority. The respondents need to be aware that provisions for the transfer will be written into the final Contract document.

D. Payment of Subcontractors

The Contractor will be required to agree that:

1. Should any Subcontractor be employed by the Contractor for the provision of any goods or services under this contract, the Contractor agrees to the following:

- a) The Contractor shall, within seven days after receipt of any payments from the County pursuant to this contract, either:
  - Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or

- Notify the County and the Subcontractor, in writing, of the intention to withhold all or a portion of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to the County Administrator.

b) The Contractor shall pay interest to the Subcontractor, at the rate of one percent per month on all amounts owed to the Subcontractor that remain unpaid after seven (7) days following receipt of payment from the County for goods or services provided under this Contract, except amounts withheld under paragraph (a)(2) above.

c) The Contract shall 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.

d) The Contractor's obligation to pay an interest charge to the Subcontractor shall not be an obligation of the County.

e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

#### E. Term and Extensions

It is the intention of the County to review this contract for a short-term contract with built in renewals. The initial term shall start from the notice to proceed. The final terms and conditions for extension and termination will be established during contract negotiations. Operations must begin on or before October 1, 2018.

#### F. Identification

The Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County covenants with the County as follows:

1. The Contractor covenants to save, defend, keep harmless and indemnify the County, and all its agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however -caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under the agreement.

The terms of this hold harmless agreement shall continue in full force and effect until such time as the County determines that the covenants described in paragraph 1 immediately above, shall no longer be necessary.

2. In executing this agreement, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in paragraph 1 immediately

above. In executing this agreement, the Contractor expressly reserves any and all rights that the Contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.

G. Legal Proceedings and Applicable Law

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Smyth General District Court or the Smyth County Circuit Court. The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. The Contractor shall comply with applicable Federal, State and local laws and regulations.

H. Contract Form and Termination

The Contractor chosen will be required to execute a contract, the terms of which will be negotiated based on this Request for Proposals and the Contractor's response. The County reserves the right to terminate the contract upon 90 days written notice to the Contractor. In the event of termination pursuant to this paragraph, the Contractor shall be paid for all services provided through the date of termination. The contract will automatically terminate upon failure of the County to appropriate funds for its continuation.

I. Default

In case of failure to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, should the Contractor fail to remedy the default within 48 hours, may procure them from other sources and hold the Contractor responsible for any additional costs. This remedy shall be in addition to any other remedies which the County may have.

J. Taxes

All tax liabilities of any kind whatsoever arising under the terms of the contract are the responsibility of the Contractor.

K. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and the right to examine said materials during said period.

L. Reporting

The Contractor will, at a minimum, be required to submit monthly reports on tonnage of waste transported from the Central Transfer Facility by locality and category.

For operation of the landfill the Contractor shall also provide all manifests on the receipt and disposal of the waste on a monthly basis and information as soon as it is generated on all groundwater monitoring data, state inspections or notice of violations, all accidents and leachate testing/disposal. The County reserves the right to review the onsite records (exclusive of confidential financial statements) of the disposal facility at any time without prior notification.

Annually, the Contractor will prepare a report summarizing the data from the monthly reports. The annual report will describe any suggested operational changes planned for the coming fiscal year. The annual report will be due by December 1 of each year. In addition, any revised budgetary changes affecting tipping fees must be submitted no later than March 1 of each year.

**M. Subcontracting of Work**

The Contractor shall not subcontract portions of the Work defined in the Contract without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor and a schedule of its costs; fees, rates, and charges. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the County for all work performed by any subcontractor or special consultant.

**N. Independent Contractor**

The Contractor is an independent contractor and nothing contained in the Contract shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the County. If the successful Contractor is a corporation, the corporation must be registered to do business in the State of Virginia.

**O. Contractual Claims**

Written notice of the Contractor's intention to file any claim for money or other relief shall be given within ten (10) days after the occurrence of the event giving rise to the claim, or before proceeding with the work upon which the claim is based, if additional work is required. The written notice shall include an estimate of additional cost, number of days of delay, or other description of the nature of the claim. In the event of claims relating to an emergency endangering life or property, written notice shall be given within ten (10) days of the occurrence or no later than five days after commencement of the work, if additional work is required. Contractual claims, whether for money or other relief, shall be submitted, in writing, to the County no later than sixty (60) days after final payment. The County shall issue a decision regarding such claim, in writing, no later than sixty (60) days after submission of the claim.

**X. Criteria for Evaluation**

The proposals will be evaluated according to the following criteria. Proposers are welcome to submit supporting information which describes their ability to meet the criteria and exceed the performance of other contractors.

A. Prior experience in waste disposal (and waste transfer if option chosen). This will include the ability to provide safe waste disposal services (and to safely and efficiently haul waste if option chosen).

- B. Ability to have the proposed waste disposal services (and transfer services if option chosen) in place in time to meet the County's needs.
- C. Proposed fee schedule, including factors, multipliers and adjustments.
- D. Specifics of the proposals regarding the Contractor's financial stability.
- E. Ability to provide a performance bond and the most comprehensive level of insurance coverage to the County.
- F. Overall benefit to the Service Area.

## **XI. Certification**

The proposer will set forth the following in each proposal.

### **A. Non-Collusion**

The Contractor certifies that this proposal is made without collusion or fraud and that the Contractor has not offered or received any kickbacks or inducements from any other offerer, manufacturer or subcontractor with its proposal and that it has not conferred on any public employee having any official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money or anything of more than nominal value or promised, unless consideration of equal or greater value was exchanged.

### **B. Civil Rights Act**

The Contractor certifies to the County that the proposer will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provided that in every contract over \$10,000 the provisions in 1. and 2. below shall apply:

1. During performance of this agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal employment employer. Notices, advertisements and solicitations, placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

2. The Contractor shall include the provisions of Section XII, (B)(1) above in every subcontract or purchase over \$10,000 so that the provisions will be binding on every subcontractor or vendor.

C. Drug-Free Workplace

In accordance with Virginia Code Section 2.2-4312, during the performance of the Contract, Contractor agrees as follows:

1. Contractor shall provide a 'drug-free' workplace for its employees. Contractor shall 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

3. Contractor shall include the provisions of the foregoing subsections (1), (2), and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **XII. Method of Award**

Selection shall be made of Contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors involved in Request for Proposals including price. Interviews shall then be conducted with each of the Contractors so selected. Price shall be considered, but will not be the sole determining factor. The County reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the County.

# **Smyth County, Virginia Solid Waste Transportation Services Request for Proposals**

## **I. General Description and Background**

Smyth County is currently seeking proposals for the transport of waste generated within the County to a disposal site. The service area includes Smyth County and its incorporated Towns of Marion, Chilhowie and Saltville. Accurate records of tonnage received are currently kept at the existing transfer station operated by Smyth County. Provision must be made for the transport of all non-hazardous waste generated within this service area.

For preparation of this proposal, the County's current total waste stream is 27,000 tons per year or 107 tons per day on a 5 day basis. This figure reflects the County's current total waste stream and should not be considered a projection of the County's future waste streams, which may be higher or lower than the current total.

The County is seeking responsible parties for transport of the waste noted above to a facility that meets, at a minimum, EPA Subtitle D criteria and is available no later than October 1, 2018.

The specifics of the scope of work and alternatives are outlined in Section VI of this proposal. As there are currently many other alternatives available to the County, short term (3 and 5 years) contractual proposals are requested herein.

## **II. Qualifications**

The Contractor must be fully qualified to perform the above described services. If subcontractors are employed, they must be identified. Evidence must be submitted that they also meet minimum qualifications. A minimum of two acceptable years (2 years) of experience in providing transport services must be demonstrated. The Contractor must have the management, technical and financial qualifications to perform the services outlined in Section VI. The contractor must demonstrate access to sufficient waste transport equipment to meet the schedule and needs as described in Section I.

## **III. Examination of Site and Documents and Contractor's Determination of Conditions**

The Contractor is encouraged to familiarize himself with the Smyth County region and all waste records. Contractors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quality of labor, equipment, and materials required for the work. The Contractor shall make its own determinations as to relevant conditions and shall assume all risk and responsibility, and shall complete the work in and under the conditions it may encounter or create, without extra cost to the County. The Contractor agrees that if it should execute the Contract with the County, the Contractor shall make no claim against the County because of estimates or statements made by any officer or agent of the County which may prove to be, in any respect, erroneous. The

failure or omission by any Contractor to receive or examine any form, instrument, addendum, or other document shall in no way relieve that Contractor of any obligations with respect to this Request for Proposal or the Contract.

#### **IV. Information Not Guaranteed**

Information given in this Request for Proposals relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the Contractor. The accuracy of the data is not guaranteed.

#### **V. Definitions**

For the purpose of this proposal the following definitions apply:

*Contract:* This Request for Proposal, including all special provisions, Bid Bond, Payment Bond, Performance Bond, insurance certificate and any addenda or amendments to the foregoing documents agreed to by the County and the Contractor in writing.

*Contractor:* The private waste management firm and its subcontractors proposing to transport the County's waste.

*Commercial Waste:* All solid waste generated by establishments engaged in business operations other than manufacturing. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants and shopping centers.

*Construction Waste:* Solid waste which is produced or generated during construction of structures. Construction wastes consist of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not construction wastes.

*County:* The County of Smyth, Virginia.

*Debris Waste:* Wood, brush, and leaves from land clearing operations.

*Demolition Waste:* Solid waste which is produced by the destruction of structures and their foundations and includes the same materials as construction wastes.

*Hazardous Waste:* As described by the Virginia Hazardous Waste Regulation or the EPA.

*Industrial Waste:* Any solid waste generated by a manufacturing or industrial process that is not classified as hazardous or special by the regulations of the state of disposal.

*Municipal Solid Waste:* Waste which is normally composed of residential, commercial, and institutional solid waste.

*Service Area:* Smyth County, including all incorporated Towns, businesses and industries therein (unless excepted by the Contractor in the Bid.)

*Sludge:* Any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial waste water treatment plant, water supply treatment plant, or air pollution control facility.

*Special Wastes:* Solid wastes that are difficult to handle, require special precautions, or created waste management problems in normal operation. Examples include asbestos, hospital wastes and sludge.

## **VI. Scope of Work**

### **A. Basic Services**

The basic services of this request for proposals are as follows:

1. Provide transportation of all non-hazardous waste collected from the County to a facility permitted for solid waste disposal by the State of location meeting a minimum EPA Subtitle D criteria. For purposes of the proposal it is assumed that 107 tpd (5 day basis) shall be generated in the categories originally identified.
2. Provide a minimum of four (4) walking floor trailers with a maximum size of 48' length and 102" width and 2 trucks solely dedicated for use on this project and have at least one trailer and yard tractor on site at all times.
3. For the proposal, provide separate fees under this category for disposal for 3 and 5 year contracts on a per ton basis.
4. Note for rail, it can be assumed that boxes would be located at the transfer station and trucked to either a rail siding in Smyth County or to a rail facility in an adjoining County.
5. The Contractor in preparation of their bid should assume that the transfer station is located at the existing landfill northwest of Chilhowie on Route 107.
6. A minimum of two acceptable years of experience in providing transportation services must be demonstrated.
7. The Contractor's, employees shall maintain a valid CDL license to operate transport equipment from the respective state Division of Motor Vehicles.

8. It shall be the contractor's responsibility to determine appropriate haul routes to the potential disposal facilities and to comply with all Federal, State and local laws in performing the work.
9. The Contractor shall schedule waste deliveries with the disposal facility and shall cooperate in testing and inspections prior to disposal.
10. Payments shall be based on weight of solid waste transported as measured at the disposal site scales.

## **VII. Rejection and Award of Proposals**

The County reserves the right to reject any or all proposals, to waive informalities, and to reissue any Request for Proposals. The County also reserves the right to award the contract as it deems will best serve its interest. The County reserves the right to waive any informality or irregularity in any proposal received and to reject any and all proposals, to accept a bid which, in the opinion of County and consistent with law, is in its best interest, and to negotiate with the low bidder should the proposed costs exceed available funds.

## **VIII. Submittal Content**

### **A. Instructions to Contractor**

1. The Contractor must submit on the basic services. Incomplete proposals may be rejected. The Contractor in preparing this proposal should assume that 107 tpd (5 day average) are generated within the County.
2. Additional alternatives may exist. The Contractor may provide information on other potential alternatives only after satisfying Condition 1 above. This information should be general in nature with enough detail to allow the County to consider the alternative but not specific enough to require confidentiality. Fees are not required. The County then reserves the right to seek proposals from the other participants on the suggested alternative to obtain sufficient information for comparative purposes.
3. The Contractor must meet the requirements of all Sections of this proposal. Failure to meet all requirements shall result in disqualification of the proposal.
4. Any proposal resulting from this solicitation shall be valid for 180 days. No proposal may be withdrawn during this period. At the end of the 180 days, the proposal may be withdrawn at the written request of the Contractor. Likewise, the proposal may be extended beyond this time by a mutual agreement between the County and the Contractor.
5. Should subcontractors be utilized by the Contractor, all subcontractors shall be listed. Subcontractors are defined as independent services provided for transport of solid waste.

6. For the purposes of this proposal, ownership of the waste is defined as follows: *Waste belongs to the contractor once it is accepted at the County Transfer Station. Note that household hazardous waste and small quantity generators are included as part of the MSW waste stream and are not considered separate or to require special handling.*

7. The County reserves the right to contact the permitting agency or any references so provided to obtain first-hand knowledge of the Contractor's performance, etc.

8. Any flow control or "put or pay" mechanisms standardly required by the contractor shall be described in full in the proposal and how the lack of mechanisms may affect negotiations or cost.

9. The County is currently obtaining bids for waste disposal and this contract will only cover transportation to one disposal site. The County reserves the right to use alternate disposal sites for the bid prices quoted herein.

#### B. Submittal Requirements

To be considered responsive, the proposals shall address the following areas:

1. Describe in detail the services the Contractor will provide under the basic services and each alternative. Include staffing, equipment, operating schedules and any other information necessary to fully explain the level of service proposed. Include the schedule and availability of the disposal site.

2. Present the non-binding proposed fee schedule including all multipliers, factors or adjustments proposed for all potential disposal sites listed in Section XIII. Provide a projection of total fees for the next five years based on current factors, multipliers and adjustments and the waste stream projections presented. All fees shall be presented on a per ton processed basis.

3. Fee shall indicate all variations for 3 and 5 year short term contracts. Any state taxes or local user fees should be itemized separately.

4. Present a Statement of Qualifications for this project. Address the financial capability to provide the service requested. Contractor and subcontractors shall have a minimum of 2 years experience on similar jobs. Describe any environmental impairment insurance available and performance bond capability.

5. Present a Statement of Experience with similar operations, facilities and contracts. Provide at least three examples of similar projects. For each project listed, provide the project name, location, contact and contact's telephone number.

6. Provide a current inventory of equipment including model, year and equipment additions needed for this project.

7. Provide listing of average annual solid waste currently under contract to transport.

8. Provide a listing of employees and subcontractors to be used on the project.
9. Provide a time schedule to bring the transportation services into operation. Provide documentation showing permit status for business operation in Virginia and Tennessee. Specifically describe how the required permits will be obtained if not in existence.
10. Complete explanation of all past bankruptcies and criminal convictions (if any) of the proposer, its officers, partners and owners, affiliated companies and or subsidiaries and key personnel in the Southeast region.
11. Complete explanation of all currently outstanding civil suits and governmental investigations, claims, suits, administrative or court orders with regard to transportation of solid waste by the Contractor in the Southeast region.
12. Proposals must be submitted no later than 4:00 P.M. on April 20, 2018.

Smyth County Administrator's Office  
Attn: Michael Carter  
121 Bagley Circle  
Suite 100  
Marion VA 24354

13. An original and 3 copies of the proposal document are required. The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Request for Proposal may result in rejection of the proposal. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals shall not be considered.
14. Proposals having any erasures or corrections must be initialed by the offerer in ink. Proposals must be signed in ink.
15. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the proposer.
16. Any questions concerning the project should be directed to:

Mr. Michael Carter,  
County Administrator  
121 Bagley Circle  
Marion, VA 24354  
Telephone (276) 783-3298 x 8301

## **IX. Special Provisions**

The following provisions will be ultimately incorporated in the contract documents or revised as mutually agreeable to all parties during final negotiations.

A. Performance Bond/Payment Bond

A performance bond or similar legal instrument in an amount equal to one year's transportation cost of the highest proposal received shall be required with the County as obligee guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor and materials in the work. If an instrument is utilized other than a performance bond, it must be identified with the proposal. The surety shall be a surety company or companies approved by the Virginia State Corporation Commission to transact business in Virginia. Forfeiture of the bond shall be immediate upon failure to execute any portion of the contract.

Attorneys-in-fact who sign performance or payment bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

B. Insurance

1. Insurance in the following types and amounts will be required.

- a) Workers Compensation
  - Coverage A: Statutory
  - Coverage B: \$100,000
- b) Commercial General Liability (including Blanket Contractual Liability Coverage):
  - Per Occurrence: \$1,000,000
  - Personal/Advertising Injury: \$1,000,000
  - General Aggregate: \$2,000,000
  - Products/Completed Operations \$2,000,000 aggregate
  - Fire Damage Legal Liability \$100,000
- c) Automobile Liability:
  - Combined Single Limit: \$1,000,000
- d) Pollution: \$1,000,000

2. The following provisions shall be agreed to by the Contractor:

- a) Liability Insurance "Claims Made" basis: If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits and the extensions to be included as described previously in these provisions, remain the same.

b) The Contractor must either:

i. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract; or

ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

#### C. Transfer of Contract to Other Entities

The County is located in an active planning region. As such, it is possible that this contract may be transferred over to another entity at some time in the future. An example would be a regional authority. The respondents need to be aware that provisions for the transfer will be written into the final contract document.

#### D. Payment of Subcontractors

The Contractor will be required to agree that:

1. Should any Subcontractor be employed by the contractor for the provision of any goods or services under this contract, the Contractor agrees to the following:

a) The Contractor shall, within seven (7) days after receipt of any payments from the County pursuant to this contract, either:

- Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
- Notify the County and the Subcontractor, in writing, of the intention to withhold all or a portion of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to the County Administrator.

b) The Contractor shall pay interest to the Subcontractor, at the rate of one percent per month on all amounts owed to the Subcontractor that remain unpaid after seven (7) days following receipt of payment from the County for goods or services provided under this Contract, except amounts withheld under paragraph (a)(2) above.

c) The Contract shall 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.

d) The Contractor's obligation to pay an interest charge to the subcontractor shall not be an obligation of the County.

e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

E. Term and Extensions

It is the intention of the County to review this contract for either a short term contract with built in renewal. The initial term shall start from the notice to proceed. The final terms and conditions for extension and termination will be established during contract negotiations. Operations must begin on or before October 1, 2018.

F. Indemnification

The Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County covenants with the County as follows:

1. The Contractor covenants to save, defend, keep harmless and indemnify the County, and all its agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under the agreement.

2. The terms of this hold harmless agreement shall continue in full force and effect until such time as the County determines that the covenants described in paragraph 1 immediately above, shall no longer be necessary.

3. In executing this agreement, the Contractor represents and warrants the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in paragraph 1 immediately above. In executing this agreement, the Contractor expressly reserves any and all rights that the contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.

G. Legal Proceedings and Applicable Law

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Smyth General District Court or the Smyth County Circuit Court. The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. The Contractor shall comply with applicable Federal, State and local laws and regulations.

H. Contract Form and Termination

The Contractor chosen will be required to execute a contract, the terms of which will be negotiated based on the Request for Proposals and the Contractor's response. The County reserves the right to terminate the contract upon 90 days written notice to the contractor. In the event of termination pursuant to this paragraph, the contractor shall be paid for all services provided through the date of termination. The contract will automatically terminate upon failure of the County to appropriate funds for its continuation.

I. Default

In case of failure to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, should the Contractor fail to remedy the default within 48 hours, may procure them from other sources and hold the Contractor responsible for any additional costs. This remedy shall be in addition to any other remedies which the county may have.

J. Taxes

All tax liabilities of any kind whatsoever arising under the terms of the contract are the responsibility of the contractor.

K. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and the right to examine said materials during said period.

L. Reporting

The Contractor will, at a minimum, be required to submit monthly reports on tonnage of waste transported from the Central Transfer Facility by locality and category. Annually, the Contractor will prepare a report summarizing the data from the monthly reports. The annual report will describe any suggested operational changes planned for the coming fiscal year. The annual report will be due by December 1 of each year. In addition, any revised budgetary changes affecting tipping fees must be submitted no later than March 1 of each year.

M. Subcontracting of Work

The Contractor shall not subcontract portions of the Work defined in the Contract without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor and a schedule of its costs, fees, rates, and charges. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractors shall be coordinated by the Contractor and the contractor will be responsible to the County for all work performed by any subcontractor or special consultant.

N. Independent Contractor

The Contractor is an independent contractor and nothing contained in the Contract shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the County. If the successful Contractor is a corporation, the corporation must be registered to do business in the State of Virginia.

O. Contractual Claims

Written notice of the Contractor's intention to file any claim for money or other relief shall be given within ten (10) days after the occurrence of the event giving rise to the claim, or before proceeding with the work upon which the claim is based, if additional work is required. The written notice shall include an estimate of additional cost, number of days of delay, or other description of the nature of the claim. In the event of claims relating to an emergency endangering life or property, written notice shall be given within ten (10) days of the occurrence or no later than five (5) days after commencement of the work, if additional work is required. Contractual claims, whether for money or other relief, shall be submitted, in writing, to the county no later than sixty (60) days after final payment. The County shall issue a decision regarding such claim, in writing, no later than sixty (60) days after submission of the claim.

**X. Criteria for Evaluation**

The proposals will be evaluated according to the following criteria. Proposers are welcome to submit supporting information which describes their ability to meet the criteria and exceed the performance of other contractors.

- A. Prior experience in waste transportation. This will include the ability to safely and efficiently haul waste.
- B. Ability to have the proposed waste transportation services in place in time to meet the County's needs.
- C. Proposed fee schedule, including factors, multipliers and adjustments.
- D. Specifics of the proposals regarding the Contractor's financial stability.
- E. Ability to provide a performance bond and the most comprehensive level of insurance coverage to the County.
- F. Overall benefit to the Service Area.

**XI. Certification**

The proposer will set forth the following in each proposal.

A. Non-Collusion

The Contractor certifies that this proposal is made without collusion or fraud and that the contractor has not offered or received any kickbacks or inducements from any other offerer, manufacturer or subcontractor with its proposal and that it has not conferred on any public employee having any official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money or anything of more than nominal value or promised, unless consideration of equal or greater value was exchanged.

B. Civil Rights Act

The Contractor certifies to the County that the proposer will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provided that in every contract over \$10,000 the provisions, in 1. and 2. below shall apply:

1. During performance of this agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor, in all solicitations or advertisements for employees place by or on behalf of the Contractor, will state that the Contractor is an equal employment employer. Notices, advertisements and solicitations, placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.
2. The Contractor shall include the provisions of Section XI, (B)(1) above in every subcontract or purchase over \$10,000 so that the provisions will be binding on every on every subcontractor or vendor.

C. Drug-Free Workplace

In accordance with Virginia Code Section 2.2-4312, during the performance of the Contract, Contractor agrees as follows:

1. Contractor shall provide a 'drug-free' workplace for its employees.
2. Contractor shall 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

4. Contractor shall include the provisions of the foregoing subsections (1), (2), and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **XII. Method of Award**

Selection shall be made of Contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors involved in Request for Proposals including price. Interviews shall then be conducted with each of the Contractors so selected. Price shall be considered, but will not be the sole determining factor. The County reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the County.

### **X111. Potential Disposal Sites**

City of Bristol Landfill  
2125 Shakesville Road  
Bristol, VA 24201

Iris Glen Environmental Center  
1705 E. Main Street  
Johnson City, TN 37601

Advanced Disposal  
385 Harr Lane  
Blountville, TN 37617

Carter Valley Landfill  
2825 Carters Valley Road  
Church Hill, TN 37642

Any other additional site will be provided when determined.

The Smyth County Board of Supervisors held its continued meeting at 7:00 p.m., **Thursday, March 22, 2018**. The location of the meeting was in the First-Floor Board Room of the County Office Building, 121 Bagley Circle, Suite 100, Marion, Virginia.


**PRESENT:** Chairman, Park District Supervisor M. Todd Dishner; Vice-Chairman, Rye Valley District Supervisor Rick K Blevins; Saltville District Supervisor Roscoe D Call; Chilhowie District Supervisor R. Curtis Rhea; Atkins District Supervisor Charles Atkins; Royal Oak District Supervisor Judy Wyant (6)

North Fork District Planning Commissioner Norman Sparks; Park District Planning Commissioner Joel Pugh; Chilhowie District Planning Commissioner Graham Davidson Jr.; Rye Valley District Planning Commissioner Paul D. Shepherd; Atkins District Planning Commissioner Hazel Wagoner, Royal Oak District Planning Commissioner Tony Dean; Saltville District Supervisor David Spence (7)

**ABSENT:** North Fork District Supervisor Phil Stevenson (1)

**STAFF:** County Administrator Michael Carter; Assistant County Administrator Scott Simpson; Building & Zoning Administrator Clegg Williams; Administrative Assistant Sarah Parris; Administrative Assistant Kelly Woods; County Attorney Jeff Campbell (6)

**Others Present:** Stephanie Porter Nichols, Smyth County News and Messenger, Smyth County Sheriff's Department Deputy and several citizens were present.

 10/26/2017 7:00 PM Chairman of the Board of Supervisors, M. Todd Dishner and Norman Sparks Chairman of the Planning Commission, called the joint public hearing to order. Mr. Michael Carter, County Administrator read the advertisement as placed in the Smyth County News and Messenger and the rules for Public Hearings.

**BEFORE THE SMYTH COUNTY BOARD OF SUPERVISORS AND**

**SMYTH COUNTY PLANNING COMMISSION**

**BEFORE THE SMYTH COUNTY BOARD OF SUPERVISORS AND  
SMYTH COUNTY PLANNING COMMISSION**

The Smyth County Board of Supervisors and the Smyth County Planning Commission will conduct a joint public hearing on Thursday, March 22, 2018, at 7:00 P.M. or as soon after 7:00 P.M. as an application may be heard, in the Smyth County Office Building, 121 Bagley Circle, Marion, Virginia, to consider the following application(s) to the Zoning Ordinance of Smyth County, Virginia:

*An application from Debusk Farms LLC for a Special Use Permit for a Recreational Vehicle Park. The property is located between 1528 & 1366 Buckeye Hollow Road in Saltville, identified as Tax Map No. 41-A-109B and zoned Agricultural/Rural.*

At this public hearing, subject to the rules of procedure of the Board of Supervisors and Planning Commission of Smyth County, Virginia, any person may appear and state his/her views thereon.

Copies of the application(s) along with their maps/drawings are on file in the Office of the County Administrator of Smyth County. Copies are also maintained by the County Zoning Administrator at the address given above and may be viewed during regular business hours Monday through Friday.

In compliance with the Americans with Disabilities Act, persons requiring special assistance to attend and participate in this hearing should contact Clegg Williams, ADA Coordinator, at (276) 706-8315 at least 48 hours prior to the hearing.

Done by order of the Board of Supervisors and the Planning Commission.

Michael L. Carter, County Administrator  
Norman K. Sparks, Chairman of the Planning Commission

Clegg Williams, Building and Zoning Administrator explained John DeBusk's intention to construct and operate a recreational vehicle park on a tract of land he owns in Saltville. The property is located between 1528 and 1366 Buckeye Hollow Road, identified as tax map #41-A-109B, and is zoned Agricultural/Rural. Mr. Williams stated notice of the public hearing was advertised in the Smyth County News & Messenger on March 10 and March 17, 2018, along with a first class mailing to each of the applicants adjoining property owners.

Mr. DeBusk presented his business plan for the proposed recreational vehicle park (12 units) and answered questions from the Board of Supervisors and the Planning Commission.

Blaine Ward, 1371 Buckeye Hollow Road, Saltville spoke and stated he had concerns with security, increased traffic and the length of time the workers would be staying.

Tom and Janet Duchac, 1396 Buckeye Hollow Road, Saltville also spoke concerning the increased traffic and the noise at their driveway.

John DeBusk III, 1482 Cedar Branch Road, Saltville stated the property would only be used by Appalachian Power employees and their sub-contractors.

Tiffany Evans 209 Timberbrook Drive, Saltville expressed her concern about the potential impact the RV park would have on her water pressure, and asked if the County would provide support for the water. She also stated concerns about the security.

No one else chose to speak on this application.

Board of Supervisors Chairman, Park District Supervisor M. Todd Dishner and Planning District Commission Chairman Norman Sparks closed the joint public hearing.

The Board of Supervisors meeting relocated to the Fourth Floor Conference Room, therefore the remainder of the minutes will not contain a time stamp.

Chairman, Park District Supervisor M. Todd Dishner called the Board of Supervisors meeting back to order.

Chairman, Park District Supervisor M. Todd Dishner opened citizens time. With no one wishing to speak, Chairman, Park District Supervisor M. Todd Dishner closed citizens time.

Michael Carter, County Administrator brought forward a recommendation from the Budget Committee. It is the Committee's recommendation to approve a budget transfer request as shown below for the Commonwealth Attorney's Office in the amount of \$5,596.00.

**EXPENSE**

<b>From</b>	<b>TO (NEW LINE ITEMS)</b>	<b>Amount</b>
737-022010-8888-21	737-022010-1003(Part Time Salaries)	\$5,200.00
737-022010-8888-21	737-022010-2001 (FICA)	\$396.00

After consideration, the motion PASSED by the following vote:

AYES: Chairman, Park District Supervisor M. Todd Dishner,  
Vice Chairman, Rye Valley District Supervisor Rick K. Blevins,  
Saltville District Supervisor Roscoe D. Call,  
Atkins District Supervisor Charles Atkins,  
Chilhowie District Supervisor R. Curtis Rhea and  
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Supervisor Comment Time:

Atkins District Supervisor Charles Atkins asked for a clarification concerning the budget transfer request letter from the Commonwealth Attorney's, stating the line item to be used for the FICA appeared to be incorrect. Mr. Carter informed Mr. Atkins the correct line item would be used when making the transfer.

Chairman, Park District Supervisor M. Todd Dishner stated he would like to address the full Board of Supervisors concerning conduct of recent meetings at the April 10, 2018 regular scheduled meeting.

Meeting adjourned at approximately 7:45 P.M.



## **Smyth County Board of Supervisors**

121 Bagley Circle, Suite 100, Marion, VA 24354  
Phone (276) 783-3298 Fax (276) 783-9314  
[www.smythcounty.org](http://www.smythcounty.org)

*Michael L. Carter*  
County Administrator

*Scott R. Simpson, P.E.*  
Assistant County Administrator

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### **RESOLUTION**

#### **TO PROCLAIM THE MONTH OF APRIL AS**

#### **CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, The Smyth County Board of Supervisors recognizes that nearly 7,000 children in Virginia were determined to be abused and neglected in 2017; and

**WHEREAS** child abuse and neglect has been demonstrated to impact a victim's physical, mental and emotional health in ways that can have lifelong consequences; and

**WHEREAS** Effective child abuse prevention programs succeed because of partnerships among citizens, agencies, schools, religious organizations, law enforcement agencies, and the business community; and

**WHEREAS** Child abuse prevention is a community responsibility and finding solutions depends on involvement among all residents of Smyth County.

**NOW, THEREFORE, BE IT RESOLVED** that The Smyth County Board of Supervisors proclaims April as Child Abuse Prevention Month in Smyth County and urges all citizens to work together to reduce child abuse and neglect and insure the health and safety of its youngest citizens.

*Saltville District*  
*Roscoe D Call*

*North Fork District*  
*Phil Stevenson*

*Chilhowie District*  
*R. Curtis Rhea*

*Park District*  
*M. Todd Dishner*

*Atkins District*  
*Charles Atkins*

*Royal Oak District*  
*Judy Wyant*

*Rye Valley District*  
*Rick K Blevins*

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## WAGSTAFF & CARTMELL

### MEMORANDUM

TO: Michael Carter, County Administrator, Smyth County, VA  
FROM: Wagstaff & Cartmell LLP; Dumas Law Firm, LLC; Pascal Bruijn, LLC,  
Campbell Law Firm, PC, Chafin Law Firm, PC  
RE: Potential Opioid Epidemic Claims on Behalf of Smyth County, VA  
DATE: April 2, 2018

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### INTRODUCTION

We seek to represent Smyth County, VA, along with other counties and municipalities in the United States affected by the opioid crisis. The opioid epidemic in the United States is a serious public health crisis. Drug overdose is the leading cause of death among individuals under 50, exceeding deaths from car accidents. Sixty percent of drug overdose deaths come from opioid pain medicines, including hydrocodone (Vicodin, Lorcet, & Lortab), Oxycodone (Oxycontin, Percodan, Roxicet), methadone, fentanyl and morphine, as well as the street-drug, heroin, which sadly is on the rise from addicts transitioning from pain meds.

Actions and deliberate inactions by the manufacturers and distributors of opioid pain medicines, in direct violation of statutory and common law duties, caused and continue to fuel the opioid epidemic. Federal, state, county, and city governments are combatting the epidemic in several ways. One way is through targeted litigation, seeking to hold the primary wrongdoers accountable for their actions. Damages that Smyth County may seek to recover could include, for example: (1) reimbursement for Medicaid and other medical costs for care and treatment of overdose, addiction, and over-prescription; (2) additional costs of law enforcement, first responders, prosecutions, jails, and facilities attributable to the opioid crisis; (3) county-borne medical costs associated with babies born addicted to opioids; and (4) costs of social services and child care and protection services associated with opioid-addicted parents.

Smyth County will not be alone if it elects to pursue these claims. Dozens of states, counties, and cities have filed such claims, and eventually hundreds or more are expected to do so. In addition to recovering money for public expenditures, the litigation may seek and result in meaningful industry reforms, injunctive relief, and compliance with existing laws that have been too long ignored by manufacturers and distributors while reaping enormous profits by doing so.

This memorandum briefly summarizes the nature and basis for opioid-related lawsuits by counties, cities, and states against manufacturers and distributors of opioid pain medicines. We look forward to an opportunity to represent Smyth County, VA in making these claims.

### **OVERVIEW: OPIOID EPIDEMIC LITIGATION BY PUBLIC ENTITIES**

Based on recent and emerging new-case filings, we expect the formation of a federal Multi-District Litigation (“MDL”) to consolidate for discovery claims by states, counties, and cities against certain opioid drug manufacturers and distributors. Potential manufacturer defendants may include, among others, Purdue, Janssen, Endo, Allergan (formerly Actavis), Teva, Watson, and Covidien. Potential distributor defendants may include, for example: McKesson, Cardinal, and AmerisourceBergen. Causes of action in these lawsuits include, or may include: negligence, negligence per se, public nuisance, RICO, and unjust enrichment.

We have attached for your review some interesting and eye-opening graphics associated with the opioid epidemic. Our country has become awash in opioids. In 2015, enough opioids were prescribed in the US for every American to be medicated around the clock for three weeks. Since 1999, opioid overdoses have quadrupled in the US. The attached graphics demonstrate the severe impact of opioids on the US. The graphics also demonstrate the vast sums of money spent by manufacturers to fuel the epidemic. There are no studies that justify use of opioids for long-term chronic pain, yet opioids – thanks to a steady campaign of deceptive, “off-label-marketing” by drug companies and distributors – have become routinely prescribed on a long-term basis for management of chronic pain, despite their extremely addictive properties.

Manufacturers and distributors have legal duties under Federal Law to maintain controls against diversion of controlled substances into other than legitimate medical use. They also must disclose to the government any suspicious orders of controlled substances. Manufacturers and distributors have neglected these duties for increased profit. In fact, major distributors have been fined by the Federal Government for failing to meet their legal duties regarding opioids.

We have extensive experience in MDL litigation against Big Pharma. Few firms in the country, and none in our region that we know of, have more MDL litigation experience, particularly involving the pharmaceutical industry. These cases are complex and hard fought. Our lawyers have served as Leads and on Plaintiff Steering Committees in numerous MDL’s, including: Celebrex/Bextra; Avandia; Pelvic Mesh; Kugel Hernia Mesh; Risperdal; Benicar; IVC-Filter and Zolof. We will be happy to provide resumes for our MDL lawyers upon request. We anticipate playing a significant role in the anticipated Opioid MDL. We would welcome the opportunity to represent Virginia counties such as Smyth County.

### CONCLUSION

Our law firms have extensive experience representing public-entity clients and successfully pursuing claims of this nature. We look forward to providing you with further information on request and investigating and pursuing Smyth County's claims on its behalf.



## Smyth County Planning Commission

121 Bagley Circle, Suite 120, Marion, VA 24354  
Phone (276) 706-8316 Fax (276) 783-9314

Hazel Wagoner, Atkins District  
Graham Davidson Jr., Chilhowie District  
Norman Sparks, North Fork District  
Joel Pugh, Park District  
Tony Dean, Royal Oak District  
Paul Shepherd, Rye Valley District  
David Spence, Saltville District  
Clegg Williams, Zoning Administrator  
Sarah Parris, Administrative Assistant

To: Michael L. Carter  
From: Clegg Williams *CW*  
Date: March 28, 2018  
Subject: Recommendations from Planning Commission

After the joint public hearing on Thursday, March 22, 2018, the following motion was rendered:

**Debusk Farms, LLC – Special Use Permit:** Commissioner David Spence made a motion to recommend approval of Debusk Farms, LLC's request for a Special Use Permit for a Recreational Vehicle Park on Buckeye Hollow Road; Saltville (Tax Map #41-A-109B) with the stipulations that only Appalachian Power employees and their sub-contractors can use the park and the permit will expire in six-years. Commissioner Paul Shepherd seconded the motion.

After consideration, the motion PASSED by the following vote:

**AYES:** Sparks, Spence, Wagoner, Shepherd, Pugh, Davidson Jr., Dean  
**NAYS:** None.  
**ABSTAINERS:** None.  
**ABSENT:** None.

A meeting of the Smyth County Budget Committee was held at the County Office Building on Thursday, March 8, 2018 at 3:30 p.m.

**Committee Members Present:**

Chairman, Park District Supervisor M. Todd Dishner

Rye Valley District Supervisor Rick K. Blevins

**Staff Members Present:**

Michael Carter, County Administrator

Kelly Woods, Administrative Assistant

Scott Simpson, Assistant County Administrator

The following Budgets were presented and discussed.

\*Commissioner of Revenue-Jeff Richardson and Becky Kress

\*Treasurer-Tom Burkett and Debbie Schwartz

\*Commonwealth Attorney-Roy Evans and Valerie Mutter

\*Clerk of Circuit Court-John Graham and Shelia Johnson

Michael Carter, County Administrator updated the Committee concerning the VRS contribution rate and stated it will decrease from 10.02% to 8.11% for FY2018-2019.

At 4:56 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting. Next meeting will be held on March 15, 2018 at 3:30 p.m.

A meeting of the Smyth County Budget Committee was held at the County Office Building on Thursday, March 15, 2018 at 3:30 p.m.

**Committee Members Present:**

Acting Chairman, Rye Valley District Supervisor Rick K. Blevins  
Chilhowie District Supervisor R. Curtis Rhea  
Park District Supervisor M. Todd Dishner (entered meeting at 3:50 P.M.)

**Staff Members Present:**

Michael Carter, County Administrator  
Kelly Woods, Administrative Assistant  
Scott Simpson, Assistant County Administrator

Acting Chairman, Rye Valley District Supervisor Rick K. Blevins called the meeting to order at 3:32 P.M.

Michael Carter, County Administrator brought forward a budget transfer request in the amount of \$3,742.00 from the Maintenance Department as shown below. Mr. Carter explained this request would allow for the repairs needed on the cooling tower for the air unit located at the County Administration Building.

**TRANSFER:**

**EXPENSE**

From	TO	Amount
001-043020-5101(Courthouse Electricity)	001-043040-5407(County Bldg. Repair and Maint.)	\$3,742.00

After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend approving the budget transfer in the amount of \$3,742.00 for the Maintenance Department as presented. All agreed unanimously.

Scott Simpson, Assistant County Administrator brought forward a budget transfer request in the amount of \$3,983.00 from the Commonwealth Attorney's Office as shown below. Mr. Simpson stated the request was being made to allow for the use of a part-time/temporary position within the Commonwealth Attorney's office.

**TRANSFER:**

**EXPENSE**

From	TO (NEW LINE ITEMS)	Amount
737-022010-8888-21	737-022010-1003(Part Time Salaries)	\$3,700.00
737-022010-8888-21	737-022010-2001 (FICA)	\$283.00

After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend approving the budget transfer in the amount of \$3,983.00 for the Commonwealth Attorney's Office as presented. All agreed unanimously.

***\*\*This portion of the minutes was presented and approved at the March 22, 2018 Board of Supervisors Continued Meeting\*\****

Kelly Woods, Administrative Assistant presented a payment request for an invoice for the Sheriff's Department. The Sheriff Department is requesting for payment to be made to Auto World of Big Stone Gap in the amount of \$22,145.00 for a car that was damaged and has now been repaired.

After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend approving payment to Auto World of Big Stone Gap in the amount of \$22,145.00. All agreed unanimously.

As a follow up to a budget amendment made on February 13, 2018 for Fund 38, Scott Simpson, Assistant County Administrator brought forward proposals for the purchase and installation of a replacement microwave unit for the 911 Department. The option is available to the County to purchase an indoor or outdoor unit and currently an outdoor unit is installed. The benefit of an indoor unit removes the concern with tower climbs and allows for easier inspections to take place moving forward. It was identified to the Committee that each tower climb comes as a cost to the County of \$2,500.00. Proposals for both units are shown attached.

After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend the purchase of an indoor unit at a cost of \$99,844.80. Park District Supervisor M. Todd Dishner seconded the motion and all agreed unanimously.

The following Budgets were presented and discussed.

\*The Town of Chilhowie-Mr. John Clark, Town Manager and several members of the EMS/Fire Department were present.

\*The Town of Marion-Mr. Bill Rush, Town Manager

At 5:13 p.m. Acting Chairman Rye Valley District Supervisor Rick K. Blevins adjourned the meeting. Next meeting will be held on March 20, 2018 at 3:30 p.m.

Smyth County E-911  
121 Bagley Circle,  
Suite 110  
Marion, VA 24354

## Professional Communications

200 Professional Park Dr., SE Suite 1  
Blacksburg, VA 24060  
540-552-4443 or 800-277-1777  
Fax 540-951-0074

Proposal for: Shannon Williams

DATE: February 20, 2018

Hot Standby Microwave  
Indoor Replacement  
Single Link

### CAMBIUM SYSTEM PROPOSAL

ITEM	QTY	PART #	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		6 GHz Hot-Standby Microwave Radios. Equivalent Equip- ment for Existing Units. Dual Radio and Dual Modem Ethernet & T1. Cable, Connectors, Adapters. Activation Keys for Hot-Standby & 100M Capacity with ACM for Each Channel. 6 GHz Waveguide. Waveguide Hangers. Flex Adapters for 6 GHz. Cable Dehydrator/Pressurizer with Manifold. Pressure Window. Spare Equipment: Dual Modem with Licensing Keys (2 each), Hi-Split & Lo-Split MW Radio (2 each).	74,683.80	74,683.80
2	Link		Installation Costs, Inclusive of Mobilization & Testing, of a Single Microwave Link System		24,387.00

TERMS: \_\_\_\_% down Net \_\_\_\_ days.

Total Equipment Cost \$ 99,070.80

Lease or installment purchase contract:

Ship \$ 774.00

\$ \_\_\_\_\_ per mo. for \_\_\_\_\_ years.

Tax \$ Exempt

Total Purchase \$ 99,844.80

Prepared by: Bruce Grimes

Frequency Coord./License \$ Existing

Proposal valid for: \_\_\_\_ days.

Total \$ \_\_\_\_\_

Smyth County E-911  
121 Bagley Circle,  
Suite 110  
Marion, VA 24354

## Professional Communications

200 Professional Park Dr., SE Suite 1  
Blacksburg, VA 24060  
540-552-4443 or 800-277-1777  
Fax 540-951-0074

Proposal for: Shannon Williams

DATE: September 20, 2017

Hot Standby Microwave  
Replacement  
Single Link

### CAMBIUM SYSTEM PROPOSAL

ITEM	QTY	PART #	DESCRIPTION	UNIT PRICE	AMOUNT
1	1 Link		6 GHz Hot-Standby Microwave Radios. Equivalent Equipment for Existing Units. Dual Radio and Dual Modem Ethernet & T1. Cable, Connectors, Adapters. Activation Keys for Hot-Standby & 100M Capacity with ACM for Each Channel. Mounting Hardware. Cable Adapters. Flex Adapters for 6 GHz. Hardware as Required. Spare Equipment: Dual Modem with Licensing Keys (2 each), Hi-Split & Lo-Split MW Radio (2 each).	63,169.60	63,169.60
2			Installation Costs, Inclusive of Mobilization & Testing, of a Single Microwave Link System		16,724.00

TERMS: \_\_\_\_\_ % down Net \_\_\_\_\_ days.

Total Equipment Cost \$ 79,893.60

Lease or installment purchase contract:

Ship \$ 614.00

\$ \_\_\_\_\_ per mo. for \_\_\_\_\_ years.

Tax \$ Exempt

Total Purchase \$ 80,507.60

Prepared by: Bruce Grimes

Frequency Coord./License \$ Existing

Proposal valid for: \_\_\_\_\_ days.

Total \$ \_\_\_\_\_

A meeting of the Smyth County Budget Committee was held at the County Office Building on Tuesday, March 20, 2018 at 3:30 p.m.

**Committee Members Present:**

Chairman, Park District Supervisor M. Todd Dishner  
Rye Valley District Supervisor Rick K. Blevins  
Chilhowie District Supervisor R. Curtis Rhea

**Staff Members Present:**

Michael Carter, County Administrator  
Kelly Woods, Administrative Assistant  
Scott Simpson, Assistant County Administrator

**Others Present:**

Jim Talley

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:35 P.M.

Scott Simpson, Assistant County Administrator brought forward two (2) bids that were received for the purchase of a 2018 extended cab pickup truck for use by the Animal Control Department, as shown attached (#1 and #2).

After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend awarding the bid to Empire Ford in Abingdon, Virginia in the amount of \$23,625.00. Rye Valley District Supervisor Rick K. Blevins seconded the motion and all agreed unanimously.

The following Budgets were presented and discussed.

\*Board of Supervisors

\*Department of Social Services

\*"Other Category"

At 5:25 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting. Next meeting will be held on March 22, 2018 at 3:30 p.m.

## Scott Simpson

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**From:** Jason Hunter  
**Sent:** Thursday, March 22, 2018 3:54 PM  
**To:** Scott Simpson  
**Subject:** Empire Ford F-150 Bid

Hello Scott,

Working with the Motor Company I will be able to extend the price of the F-150 bid past the 31st of March 2018. I can maintain the bid price through the 13th of April 2018.

--

Thanks,  
Jason Hunter  
Sales Manager  
Empire Ford Lincoln  
276-628-2127

# EMPIRE FORD LINCOLN



LINCOLN

106 Jonesboro Road • P.O. Box 369 • Abingdon, VA 24212  
(276) 628-2127 • Bristol (276) 669-4118 • FAX (276) 628-1345

IMS2 screen capture

Page 1 of 1

CNGP530

## VEHICLE ORDER CONFIRMATION

03/06/18 13:54:03

==>

Dealer: F47400

2018 F-150

Page: 1 of 1

Order No: 8888 Priority: E5 Ord FIN: QB180 Order Type: 5B Price Level: 835  
Ord PEP: 100A Cust/Flt Name: SMYTH COUNTY PO Number:

RETAIL

RETAIL

X1E	F150 4X4 S/C	\$35220	53B	CLASS IV HITCH	\$95
	145" WHEELBASE		794	PRICE CONCESSION	
YZ	OXFORD WHITE			REMARKS TRAILER	
C	CLOTH 40/20/40			FLEX FUEL	
G	MED EARTH GRAY			SP DLR ACCT ADJ	
100A	EQUIP GRP			SP FLT ACCT CR	
	.XL SERIES			FUEL CHARGE	
	.17"SILVER STEEL		B4A	NET INV FLT OPT	NC
99B	3.3L V6 PFDI			DEST AND DELIV	1395
446	ELEC 6-SPD AUTO			TOTAL BASE AND OPTIONS	36710
	.265/70R-17			TOTAL	36710
X26	3.73 REG AXLE	NC		*THIS IS NOT AN INVOICE*	
	6500# GVWR			*TOTAL PRICE EXCLUDES COMP PR	
	JOB #2 ORDER				
	FRT LICENSE BKT	NC			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC01969

## EMPIRE FORD LINCOLN



LINCOLN

JASON HUNTER

Sales Manager

106 Jonesboro Rd.  
Abingdon, VA 24210  
www.empireford.net

Bus. (276) 628-2127  
Cell: (276) 492-4436  
Fax (276) 628-1345  
E-Mail: jason.empireford@gmail.com

Bid  
\$23,625

Good if unit ordered  
by 3/31/2018.

# **NOTICE**

## **INVITATION TO BID**

Smyth County, Virginia is now accepting bids for the purchase of the following vehicle:

One (1) 2018 model four-wheel drive, full-size ½ ton, extended cab pickup.

For bid information or specifications for this vehicle, contact Scott Simpson, Assistant County Administrator at (276) 783-3298 x 8302.

Bids will be accepted until 4:00 p.m., Friday, March 16, 2018 at the Smyth County Administrator's Office, 121 Bagley Circle, Suite 100, Marion, VA 24354.

Smyth County reserves the right to waive any irregularities in bids, accept other than the low bid, or reject any or all bids received.

## **TRUCK SPECIFICATIONS**

2018 Model  
Full-size ½ Ton Pickup  
Extended Cab  
**Color must be white**  
4 Wheel Drive  
6 Cylinder Engine  
Power Brakes  
Power Steering  
AM – FM Radio  
Standard Mirrors  
Rear Step Bumper  
Cloth Seats  
Automatic Transmission  
Air Conditioning  
Towing Package  
Warranty

**PIONEER CHEVROLET, Inc.**



1135 West Main Street  
ABINGDON, VIRGINIA 24210  
(276) 628-2101

SMYTH COUNTY VIRGINIA  
ADMINISTRATOR'S OFFICE  
121 BAGLEY CIRCLE SUITE 100  
MARION, VA. 24354

FIND ATTACHED  
SPECIFICATIONS FOR ONE 2018  
CHEVROLET SILVERADO EXT CAB 4x4  
1500

FULL SIZE PICK UP

MSRP:	\$38,090.00
-------	-------------

YOUR PRICE	\$36,892.00
------------	-------------

GM BID ASSISTANCE	-9,900.00
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TOTAL	\$26,992.00
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# OrderWORKBENCH

## Stored Configuration Detail - Config # VZDG54

BAC: 112731

BFC: 1

Name: PIONEER CHEVROLET INC.

Current as of 03/05/2018 - 01:13 PM EST

### BAC Information

Contact Name

DAN SMYTH

Phone #

Stock No.

### Fleet Information

Primary FAN: 897731

Bid Number:

PO #:

End-User FAN:

Bid Item #:

### Model/Order Information

Configuration

Description: 1WT WHITE SMYTH COUNTY

Model Year: 2018

Distrib. Entity: FLT

Allocation Group: CDBLLD

Request ID:

Requested TPW:

MSRP w/DFC †: \$38,090.00

Estimated Delivery Date:

Configuration Date: 03/05/2018

Division: CHEVROLET

Order Type: FBC - Fleet Political

Subdivision

Model: CK15753 - 1500

Silverado: 4WD Standard

Box Double Cab

### Vehicle Specifications

PEG: 1WT - 1WT Work Truck Preferred

Equipment Group

Primary Color: GAZ - Summit White

Trim: H2R - Base Cloth, Jet Black / Dark Ash,

Interior Trim

Engine: LV3 - Engine: 4.3L, V-6, Alum, Flex Fuel,

SIDI, V V T

Emissions:



## OrderWORKBENCH

### Ordered Options: A31: Power Windows

AE7: Seats: 40/20/40/ Split  
Front Bench  
AY0: Airbags- Head Curtain,  
Side Impact  
C5Y: GVW Rating 7100 Lbs  
E63: Body: Pick-Up Bed / Box  
FHS: E85 Flex Fuel Capable  
IOB: Radio, 7" Color Screen,  
Bluetooth, w/ USB Port  
KC4: Cooler, Engine Oil  
RBZ: Tires: P255/70 R17 All  
Season, Blackwall  
SAF: Spare Tire Lock  
U2J: SiriusXM Satellite Radio,  
Delete  
UQ3: Speaker System  
V22: Grille: Chrome Surround  
VH6: Bumper, Front, Black  
VK3: License Plate Front  
Mounting Hardware  
ZY1: Paint, Solid

### Transmission: MYC - 6-Speed Automatic

A60: Tailgate Lock  
AU3: Power Door Locks  
BG9: Floor Covering: Rubberized Vinyl,  
Black  
C67: Air Conditioning, Manual  
FE9: Federal Emissions  
GU6: Rear Axle, 3.42 Ratio  
K34: Cruise Control  
KG4: Alternator, 150 AMP  
RD6: Wheels: 17" Steel  
T4F: High Intensity Discharge Headlamps  
UE0: OnStar Delete  
UVC: Rear View Camera System  
V76: Recovery Hooks  
VJG: Bumper, Rear, Black  
Z82: Trailering Package

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† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPrising.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice.

**TRUCK SPECIFICATIONS**

2018 Model  
Full-size ½ Ton Pickup  
Extended Cab  
**Color must be white**  
4 Wheel Drive  
6 Cylinder Engine  
Power Brakes  
Power Steering  
AM – FM Radio  
Standard Mirrors  
Rear Step Bumper  
Cloth Seats  
Automatic Transmission  
Air Conditioning  
Towing Package  
Warranty

A meeting of the Smyth County Budget Committee was held at the County Office Building on Thursday, March 22, 2018 at 3:30 p.m.

**Committee Members Present:**

Chairman, Park District Supervisor M. Todd Dishner  
Rye Valley District Supervisor Rick K. Blevins  
Chilhowie District Supervisor R. Curtis Rhea

**Staff Members Present:**

Michael Carter, County Administrator  
Kelly Woods, Administrative Assistant  
Scott Simpson, Assistant County Administrator

**Others Present:**

Jim Talley

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:28 P.M.

Michael Carter, County Administrator presented a Budget Transfer request for \$1,613.00 requested by the Commonwealth Attorney's Office as shown below.

**EXPENSE**

From	TO (NEW LINE ITEMS)	Amount
737-022010-8888-21	737-022010-1003(Part Time Salaries)	\$1,500.00
737-022010-8888-21	737-022010-2001 (FICA)	\$113.00

After discussion, Rye Valley District Supervisor Rick K. Blevins made a motion to recommend approving the budget transfer request as presented in the amount of \$1,613.00. Chilhowie District Supervisor R. Curtis Rhea seconded the motion and all agreed unanimously.

***\*\*This portion of the minutes was presented and approved at the March 22, 2018 Board of Supervisors Continued Meeting\*\****

Michael Carter, County Administrator updated the Committee concerning the Chamber of Commerce Small Business Boot Camp contribution that had been brought up for discussion at the March 13, 2018 Board of Supervisors Meeting. Mr. Carter stated that a request for award had been received from the Chamber of Commerce for both calendar year 2017 and 2018 as a result of the recent completion of the Small Business Boot Camp and the projection of the program currently on going. Mr. Carter also identified the EDA has requested Sarah Gillespie, Executive Director, Smyth County Chamber of Commerce to attend the next meeting of the EDA, Wednesday, April 18<sup>th</sup> to provide an update on past recipients, the status of the program and any additional consideration for additional awards moving forward. After the meeting on

April 18<sup>th</sup>, Mr. Carter will report back to the budget committee the results of the EDA discussion on the issue.

All revenue lines were reviewed and discussed.

At 6:11 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting. Next meeting will be held on March 27, 2018 at 3:30 p.m.

A meeting of the Smyth County Budget Committee was held at the County Office Building on Tuesday, March 27, 2018 at 3:30 p.m.

**Committee Members Present:**

Chairman, Park District Supervisor M. Todd Dishner  
Rye Valley District Supervisor Rick K. Blevins  
Chilhowie District Supervisor R. Curtis Rhea

**Staff Members Present:**

Michael Carter, County Administrator  
Kelly Woods, Administrative Assistant  
Scott Simpson, Assistant County Administrator

**Others Present:**

Jim Talley

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:38 P.M.

The following Budgets were presented and discussed.

**\*Smyth County Sheriff Department**

- Fund 1
- Fund 738
- Fund 739
- Fund 742
- Fund 744
- Fund 748
- Dispatch

At 5:33 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting. Next meeting will be held on March 29, 2018 at 3:30 p.m.

A meeting of the Smyth County Budget Committee was held at the County Office Building on Thursday, March 29, 2018 at 3:30 p.m.

**Committee Members Present:**

Chairman, Park District Supervisor M. Todd Dishner  
Chilhowie District Supervisor R. Curtis Rhea

**Staff Members Present:**

Michael Carter, County Administrator  
Kelly Woods, Administrative Assistant  
Scott Simpson, Assistant County Administrator

**Others Present:**

Jim Talley

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:36 P.M.

Michael Carter, County Administrator presented a budget transfer request as shown below for the Maintenance Department.

**TRANSFER:**

**EXPENSE**

<b>From</b>	<b>TO</b>	<b>Amount</b>
001-043040-5408(Vehicle Repair)	001-043040-5405(Janitorial Supp.)	\$1,000.00
001-043020-5101(Electrical)	001-043020-3004(Repair and Maint.)	\$800.00
001-043020-5101(Electrical)	001-043020-5101-1(Parking Deck Utilities)	\$400.00
001-043030-5103(Water&Sewer)	001-043030-5407(Repairs and Maint.)	\$400.00

Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend approving the budget transfer for the Maintenance Department as presented. All agreed unanimously.

Scott Simpson, Assistant County Administrator brought forward a request for renewal of the tower agreements for the Emergency Communication towers that are located on Walker Mountain and Sugar Grove Mountain the County currently has with Appalachian Power, shown attached (#1). The original term limit of 10 years is set to expire in September, 2018, and the option exists to pay the lease in full or annually over the next 10 years. Staff would like to recommend to pay the lease annually over the next 10-year period.

Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend approval of the lease for another 10-year term and paying the lease on an annual basis. All agreed unanimously.

The following Budgets were presented and discussed.

- Wytheville Community College- Dr. Dean Sprinkle, Malcolm Brown, and Charles Clatterbuck
- Virginia Highlands Community College- Dr. Gene Couch, Mary Snead, Stacey Thomas

At 5:11 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting. Next meeting will be held on April 3, 2018 at 3:30 p.m.

## FIRST AMENDMENT TO TOWER LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE TOWER LICENSE AGREEMENT (this "Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **APPALACHIAN POWER COMPANY**, a Virginia corporation d/b/a AEP ("LICENSOR"), and **SMYTH COUNTY**, a political subdivision of the Commonwealth of Virginia ("LICENSEE").

### Background Information

A. Licensee and Licensor are parties to a Tower License Agreement ("License Agreement") that was fully executed on November 17, 2005 with a Rental Commencement Date of October 1, 2008. Licensor licensed to Licensee certain space on Licensor's Tower and land beneath the Tower located in Smyth County, Virginia more commonly known as AEP's **Walker Mountain Tower** (the "Tower"). The Tower's latitude is 35-54-06.4 and a longitude of -81-32-34.4.

B. Licensee and Licensor desire to modify Section 4 ("RENT") of the License Agreement.

C. All terms not otherwise defined herein shall have the definition set forth in the License Agreement.

### Statement of Agreement

The parties hereto acknowledge the accuracy of the above background information and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. License Agreement Amendments.** The License Agreement is hereby amended in the following manner:

- a. Effective October 1, 2018, the Base Rent for the "Term Extension" will be modified to an Annual Base Rent of One Thousand Seven Hundred Twenty Five Dollars (\$1,725) and this will be the annual rental amount due on each October 1<sup>st</sup> of the 10 year Term Extension.

**Section 2. Conflicts.** The parties intend this Amendment, and all provisions of the License Agreement, as modified by this Amendment, shall be construed as being consistent where possible; however, in the case of any inconsistencies between the terms and conditions in the License Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall control. Except as set forth in this Amendment, the License Agreement remains unchanged and in full force and effect, and the parties hereto hereby ratify and affirm the same.

This Amendment shall be deemed fully executed and effective as of the latest date set forth below.

**Licensee:**  
**SMYTH COUNTY, VIRGINIA**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Licensors:**  
**APPALACHIAN POWER COMPANY**

By: \_\_\_\_\_

Kenneth L Perdew  
Printed Name

Director, IT Infrastructure Engineering  
Title

\_\_\_\_\_  
Date

## FIRST AMENDMENT TO TOWER LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE TOWER LICENSE AGREEMENT (this "Amendment") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **APPALACHIAN POWER COMPANY**, a Virginia corporation d/b/a AEP ("LICENSOR"), and **SMYTH COUNTY**, a political subdivision of the Commonwealth of Virginia ("LICENSEE").

### Background Information

A. Licensee and Licensor are parties to a Tower License Agreement ("License Agreement") that was fully executed on October 29, 2007 with a Rental Commencement Date of October 1, 2008. Licensor licensed to Licensee certain space on Licensor's Tower and land beneath the Tower located in Smyth County, Virginia more commonly known as AEP's **Sugar Grove Tower** (the "Tower"). The Tower's latitude is 32-39-39.4 and a longitude of -95-29-30.8.

B. Licensee and Licensor desire to modify Section 4 ("RENT") of the License Agreement.

C. All terms not otherwise defined herein shall have the definition set forth in the License Agreement.

### Statement of Agreement

The parties hereto acknowledge the accuracy of the above background information and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. License Agreement Amendments.** The License Agreement is hereby amended in the following manner:

- a. Effective October 1, 2018, the Base Rent for the "Term Extension" will be modified to an Annual Base Rent of Seven Thousand Five Hundred Ninety Dollars (\$7,590) and this will be the annual rental amount due on each October 1<sup>st</sup> of the 10 year Term Extension.

**Section 2. Conflicts.** The parties intend this Amendment, and all provisions of the License Agreement, as modified by this Amendment, shall be construed as being consistent where possible; however, in the case of any inconsistencies between the terms and conditions in the License Agreement and the terms and conditions contained in this Amendment, the terms and conditions of this Amendment shall control. Except as set forth in this Amendment, the License Agreement remains unchanged and in full force and effect, and the parties hereto hereby ratify and affirm the same.

This Amendment shall be deemed fully executed and effective as of the latest date set forth below.

**Licensee:**  
**SMYTH COUNTY, VIRGINIA**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Licensor:**  
**APPALACHIAN POWER COMPANY**

By: \_\_\_\_\_

Kenneth L Perdew

Printed Name

Director, IT Infrastructure Engineering

Title

\_\_\_\_\_  
Date

A meeting of the Smyth County Budget Committee was held at the County Office Building on Tuesday, April 3, 2018 at 3:30 p.m.

**Committee Members Present:**

Chairman, Park District Supervisor M. Todd Dishner  
Rye Valley District Supervisor Rick K. Blevins  
Chilhowie District Supervisor R. Curtis Rhea

**Staff Members Present:**

Michael Carter, County Administrator  
Kelly Woods, Administrative Assistant  
Scott Simpson, Assistant County Administrator

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:36 P.M.

Michael Carter, County Administrator reviewed the Attorney Services Bids with the Committee. Mr. Carter stated that an RFP had been placed and two (2) proposals for services had been received. After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to interview both firms that submitted proposals, and to enter into competitive negotiations during the interview process. Rye Valley District Supervisor Rick K. Blevins seconded the motion and all agreed unanimously.

Scott Simpson, Assistant County Administrator brought forward a request from the Atkins Volunteer Fire Department. AVFD is seeking financing for the purchase of a new fire truck. In order for the fire department to obtain financing that is tax exempt, they are asking the Board to approve a Resolution as shown attached (#1). A representative from the Atkins Volunteer Fire Department will be present at the April 10, 2018 Board of Supervisors meeting to answer any questions that may arise. After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend adopting the resolution as presented. Rye Valley District Supervisor Rick K. Blevins seconded the motion and all agreed unanimously.

Michael Carter, County Administrator presented a budget transfer request from the Sheriff's Department in the amount of \$5,117.00 as shown below.

**TRANSFER:**

**EXPENSE**

From	TO	Amount
001-021070-1001(Salaries)	001-021070-5408(Vehicle Repair and Maint.)	\$5,117.00

The following Budgets were presented and discussed.

\*Smyth County School Board- Dr. Dennis Carter, Julie Bear, Jesse Choate, Paul Grinstead

Michael Carter, County Administrator updated the Committee concerning the Southwest Virginia Regional Jail. Mr. Carter stated the Regional Jail Authority had adopted a budget for FY2018-2019, with an inmate per diem of \$32.10 and a debt service per diem of \$7.93 for each participating locality. Currently Smyth County has 202 inmates being housed at the Regional Jail.

At 5:28 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting. Next meeting will be held on April 5, 2018 at 3:30 p.m.



## Smyth County Board of Supervisors

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*Michael L. Carter*  
County Administrator

*Scott R. Simpson, P.E.*  
Assistant County Administrator

### Resolution Approving the Financing by the Atkins Volunteer Fire Department Of up to \$186,500.00 for a new fire truck

**WHEREAS**, Atkins Volunteer Fire Department has determined to finance an amount of up to \$186,500.00 for the purchase of new fire truck;

**WHEREAS**, the United States Internal Revenue Code requires that for such financing to be carried out on a tax-exempt basis, the Board must first approve the financing;

**WHEREAS**, the Atkins Volunteer Fire Department has held a public hearing on the financing after published notice, as required by the Code;

**WHEREAS**, the Atkins Volunteer Fire Department has reported the proceedings of the hearing to this Board;

**NOW, BE IT THEREFORE RESOLVED**, the Smyth County Board of Supervisors approve the Atkins Volunteer Fire Departments entering into the financing, as required by the Code for the financing to be carried out on a tax-exempt basis. The Volunteer Fire Department's conduct of the required public hearing is approved.

I hereby certify the foregoing Resolution was duly adopted at a meeting of the Smyth County Board of Supervisors held on \_\_\_\_\_, 2018, and that a quorum was present and acting throughout such meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Clerk, Smyth County Board of Supervisors

*Saltville District*  
*Roscoe D Call*

*North Fork District*  
*Phil Stevenson*

*Chilhowie District*  
*R. Curtis Rhea*

*Park District*  
*M. Todd Dishner*

*Atkins District*  
*Charles Atkins*

*Royal Oak District*  
*Judy Wyant*

*Rye Valley District*  
*Rick K Blevins*

A meeting of the Smyth County Personnel Committee was held at the County Office Building on Monday, April 2, 2018 at 3:30 P.M.

**Committee Members Present:** Park District Supervisor M. Todd Dishner, Chairman  
North Fork District Supervisor Phil Stevenson

**Staff Members Present:** Michael Carter, County Administrator  
Lisa Richardson, Human Resource Manager  
Kelly Woods, Administrative Assistant

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 3:34 P.M.

Michael Carter, County Administrator brought forward the discussion of conducting personnel evaluations for employees. Mr. Carter informed the Committee that in the past, Smyth County performed written evaluations on employees but discontinued the practice upon legal advice provided by the County Attorney at the time. The Committee discussed the positive and negative aspects of the program and decided to table the discussion to allow for additional information and discussion to occur.

Mr. Carter also informed the Committee that he had received requests from a few departments requesting salary increases for their employees due to increased responsibilities associated with their positions. These requests range from \$1,200 to \$5,000.00. At this point, the Committee advises to continue to track the budget and revisit the issue once the FY18-19 budget projections are more stable.

With nothing further to discuss, the meeting was adjourned at 4:07 P.M.

A meeting of the Smyth County Water and Sewer Committee was held at the County Office Building on Monday, April 2, 2018 at 4:00 p.m.

**Board Members Present:** North Fork District Supervisor Phil Stevenson, Acting Chair  
Chilhowie District Supervisor R. Curtis Rhea

**Staff Present:** Michael Carter, County Administrator  
Scott Simpson, Assistant County Administrator  
Kelly Woods, Administrative Assistant  
Wally Blevins, Water Department Foreman

At 4:19 p.m. Acting Chairman, North Fork District Supervisor Phil Stevenson called the meeting to order.

Members of the Scott Family were in attendance to address the Committee and to offer a spring that is located on their property for the County to consider as a water source. Ms. Scott informed the Committee the spring flows at approximately 2 million gallons per day, and is near Highway 11 and Tranquility Lane, east of the Town of Marion. Further discussion continued concerning the feasibility of the spring, specifically the location as it relates to existing County water mains, pressure zones, mapping and cost estimates. The Committee directed Mr. Scott Simpson to gather further information for the potential use of the spring and the Committee will meet again on April 30, 2018 at 4:00 P.M. to discuss.

Mr. Simpson addressed the Committee regarding County Code section 23-1 (Code of Virginia 15.2-106), which identifies the fee associated with issuing a bad check or draft payment, which is then returned to the County due to insufficient funds. Mr. Simpson stated the fee is currently only applied to a check payment; however, the County is now receiving returned payments from the Paymentus system, which accepts credit and/or debit card payments and would like for the fee to be applied to those transactions as well. Chilhowie District Supervisor R. Curtis Rhea stated that due to banking regulations, he was unsure if a fee could be applied to this form of payment. Staff will follow up with the County Attorney for a written opinion on the issue.

Mr. Simpson then reviewed the current grants that have been awarded to Smyth County and are available for projects.

Technical Assistance (engineering)  
PDC - \$ 11,880 - no specific project  
PDC - \$ 20,000 – Well / Source Development  
PDC - \$ 20,000 – Grubmore Water Main Design  
Construction  
SERCAP - \$ 50,000 - Well / Source Development  
PDC - \$ 17,897 - no specific project

Michael Carter, County Administrator updated the Committee concerning further discussions with Wythe County regarding an interconnection of both County water systems to serve the Atkins area. To move the process further along, the Committee discussed a Resolution shown attached (#1), which would authorize the ability to submit a joint funding application to the Virginia Department of Health, in the maximum amount of \$35,000.00. This amount would cover the cost of the Preliminary Engineering

Report. Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend adopting the Resolution as presented. All agreed unanimously.

Scott Simpson, Assistant County Administrator then addressed the need for water sources in the Atkins and Cleghorn sections of Smyth County. The Committee discussed these options further, with Chilhowie District Supervisor R. Curtis Rhea making a recommendation to allow Staff to place an advertisement in the Smyth County News and Messenger asking for public input about private sources that may be available. All agreed unanimously.

Secondly, Chilhowie District Supervisor R. Curtis Rhea made a motion to request the EDA for access and the ability to evaluate the existing well located on the property at Pathway Park as a potential water source. All agreed unanimously.

Mr. Simpson then presented the results of Water Testing related to private wells along Grubmore Road, Daywood Lane, Little Walker Way, and Spring Valley Road. After discussion regarding the financial feasibility of the projects and the number of benefited customer, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend authorizing Staff to work on the submission of the grants needed to combine the projects on Daywood Lane and Grubmore Road. All agreed unanimously.

Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend adoption of a resolution as shown attached (#2), for new water source Preliminary Engineering Reports. All agreed unanimously.

With nothing else to discuss, Acting Chairman, North Fork District Supervisor Phil Stevenson adjourned the meeting at 5:24 P.M.

# VDH PLANNING GRANT PROGRAM RESOLUTION - 2018

**WHEREAS**, Smyth County and Wythe County has a specific need to work to establish an interconnection of their drinking water systems in order to provide water service to additional County residents, redundant water sources, and to allow for more stable long term financial planning of both Organizations;

**WHEREAS**, the Virginia Department of Health-Office of Drinking Water Planning Grant Funding Program fits the needs of these types of projects, and

**WHEREAS**, the Counties of Smyth and Wythe desire to compile a Preliminary Engineering Report which will outline the feasibility, benefits, and financial impacts and considerations of a regional interconnection;

**THEREFORE, BE IT RESOLVED**, the Smyth County Board of Supervisors and the Wythe County Board of Supervisors hereby agree to jointly and regionally seek grant funding from the Office of Drinking Water for the Preliminary Engineering Report of this regional interconnection in the following amount:

Smyth-Wythe Interconnection Preliminary Engineering Report      \$ 35,000

**THEREFORE, BE IT FURTHER RESOLVED** the Administrations of both localities shall immediately begin to process a funding application for this project and the County Administrators of the respective Counties be authorized to sign any and all documents to apply for and accept such funding contingent upon review and concurrence by the County Attorneys.

This \_\_\_\_ day of March, 2018.

This \_\_\_\_ day of March, 2018.

Smyth County, Virginia

Wythe County, Virginia

Motion by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Absent \_\_\_\_\_

Motion by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
M. Todd Dishner, Chairman

\_\_\_\_\_  
Tim A. Reeves, Chairman

\_\_\_\_\_  
Michael L. Carter, Clerk

\_\_\_\_\_  
Stephen D. Bear, Clerk

# VDH PLANNING GRANT PROGRAM CONSTRUCTION ASSISTANCE PROGRAM RESOLUTION - 2018

**WHEREAS**, Smyth County has a specific need to work to establish County owned water sources in order to operate the primary source for our systems, as well as provide water service to additional County residents, establish redundant water sources, and to allow for more stable long term financial planning of the County;

**WHEREAS**, the Virginia Department of Health-Office of Drinking Water Planning Grant Funding Program fits the needs of these types of projects, with Planning Grants and Small Construction Project Grants; and

**WHEREAS**, the County of Smyth desires to compile Preliminary Engineering Reports which will outline the feasibility, benefits, and financial impacts and considerations of new and additional water sources on each end of the County; and extend public water service to approximately 12 homes which have contaminated private wells;

**THEREFORE, BE IT RESOLVED**, the Smyth County Board of Supervisors hereby agree to seek grant funding from the Office of Drinking Water for the much needed projects in the following amounts:

New Water Source Preliminary Engineering Report - East End	\$ 35,000
New Water Source Preliminary Engineering Report - West End	\$ 35,000
Small Projects Construction Grant – Daywood/Grubmore	\$ 150,000

**THEREFORE, BE IT FURTHER RESOLVED** the Administration of Smyth County shall immediately begin to process funding applications for these projects and the County Administrator is authorized to sign any and all documents to apply for and accept such funding contingent upon review and concurrence by the County Attorney.

This 10<sup>th</sup> day of April, 2018.

Smyth County, Virginia

Motion by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
M. Todd Dishner, Chairman

\_\_\_\_\_  
Michael L. Carter, Clerk