

AGENDA

Tuesday, March 13, 2018
4:00 PM

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

CLOSED SESSION

Code of Virginia, Section 2.2-3711 **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 (Pgs.2-19)

Request adoption of the February 13th, 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 Stephen Clear-Southwest Virginia Regional Jail

6:00 Aaron Floyd-Blue Ridge Discovery Center

NEW BUSINESS

***Committee Recommendations:**

- **Appointment Committee- M. Todd Dishner, Chair (Pg.20)**
- **Budget Committee-M. Todd Dishner, Chair (Pgs.21-25)**
- **Building and Grounds Committee-Rick Blevins, Acting Chair (Pg.26)**
- **Insurance Committee-Rick Blevins, Chair (Pg.27)**
- **Personnel Committee-M. Todd Dishner, Chair (Pg.28)**
- **Solid Waste Committee-R. Curtis Rhea, Chair (Pg.29-55)**

***Supervisor Comment Time**


The Smyth County Board of Supervisors held its regular meeting at 4:00 p.m., Tuesday, February 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 Travis Lee; 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.

 2/13/2018 4:07 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.5; Industrial/Business Prospects**; discussion concerning a business or industry considering expansion with no previous announcement being made. Saltville District Supervisor Roscoe D. Call 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.

 2/13/2018 5:01 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from Closed session.

 2/13/2018 5:01 PM It was moved by Vice Chairman Rye Valley District Supervisor Rick K Blevins, seconded by Chilhowie District Supervisor R. Curtis Rhea, 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.

 2/13/2018 5:02 PM Kendra Hayden, Administrative Assistant gave the invocation and Diane Spence, Director of Information Technology led the Pledge of Allegiance.

 2/13/2018 5:03 PM A motion was made by Saltville District Supervisor Roscoe D. Call, seconded by Chilhowie District Supervisor R. Curtis Rhea 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.


 2/13/2018 5:03 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Chilhowie District Supervisor R. Curtis Rhea to approve the minutes from the January 9th, 2018 meeting.

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.

 2/13/2018 5:03 PM Michael Carter, County Administrator presented the Board with information on the current FY2017-2018 budget and a current month analysis for appropriations.

 2/13/2018 5:13 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by North Fork District Supervisor Phil Stevenson to appropriate \$1,575,000.00 from the General Fund. The following is an explanation of the appropriations approved:

General County	
Accounts Payable Listing:	\$ 896,581.52
Payroll:	\$ 673,430.88
Auto Draft Rural Development:	\$ 8,974.00
AEP/Century Link Bills:	\$ 25,000.00
County Administration Fund:	\$ 5,000.00
 Total County Appropriation (Plus Carryover):	 \$1,575,000.00

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 North Fork District Supervisor Phil Stevenson 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	
(February 14-February 28, 2018)	\$ 340,000.00
(March 1-March 13, 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 Vice Chairman, Rye Valley District Supervisor Rick K. Blevins seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$3,880,000.00 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	\$2,800,000.00
Administration, Attendance, & Health	\$ 110,000.00
Transportation	\$ 160,000.00
Facilities	\$ 410,000.00
School Food Service	\$ 315,000.00
Technology	\$ 85,000.00
Total School Operating Fund:	\$3,880,000.00

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 North Fork District Supervisor Phil Stevenson to appropriate \$8,136.02 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 Chilhowie District Supervisor R. Curtis Rhea to appropriate \$3,022.99 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 Vice Chairman, Rye Valley District Supervisor Rick K. Blevins, seconded by North Fork District Supervisor Phil Stevenson to appropriate \$294,227.94 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 North Fork District Supervisor Phil Stevenson to appropriate \$470.69 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.

 2/13/2018 5:17 PM Chairman, Park District Supervisor M. Todd Dishner opened citizens time.


Ron Thomason, 408 Whitetop Road Chilhowie, spoke on behalf of the Smyth County Tourism Board in opposition of the discontinuation of the Assign-A-Highway program.

 2/13/2018 5:23 PM With no one else wishing to speak, Chairman Park District Supervisor M. Todd Dishner closed citizens time.

 2/13/2018 5:23 PM Conrad Hill, Virginia Department of Transportation presented an update to the Board on several road projects that are currently being completed within the County and allowed for any Board member to present concerns they may have within their respective districts.

Chairman, Park District Supervisor M. Todd Dishner stated he was glad to see the progress that VDOT has made with the six-year plan.

North Fork District Supervisor Phil Stevenson thanked Mr. Hill for his dedication to Smyth County and asked for an update on McMullan Bridge. Mr. Hill stated the bridge is under review and he would advise the Board if it became successful for funding.

 2/13/2018 5:34 PM Harry Dean, member of Smyth-Washington Regional Industrial Facilities Authority Board, presented the Annual SWIFA Report. Mr. Dean thanked the Board for allowing him the time to present information. Mr. Dean stated the audit was conducted by an independent consultant and if the Board had any questions he would answer them to the best of his abilities.

Atkins District Supervisor Charles Atkins questioned if the figures in the report were projected figures.

Chilhowie District Supervisor R. Curtis Rhea questioned if there may be a conflict with the Chairman that currently serves on the SWIFA Board, whom is also the Chair of the Economic Development Authority for Washington County.

Royal Oak District Supervisor Judy Wyant asked Mr. Dean what progress had been made in the Industrial Park and if Smyth County was recovering the investment that has been made.

 2/13/2018 5:46 PM Chairman, Park District Supervisor M. Todd Dishner called for a five-minute recess.

 2/13/2018 5:52 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from recess.

 2/13/2018 5:52 PM Atkins District Supervisor Charles Atkins brought forward a recommendation from the Animal Control Committee. It is the Committee's recommendation to deny an Animal Damage Claim submitted by Lewis Olinger for 2 female sheep, in the amount of \$300.00, due to the death of the animals being caused by coyotes and as recommend by Animal Control.


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.

 2/13/2018 5:53 PM Michael Carter, County Administrator updated the Board of Supervisors on a nuisance extension that had been granted to Mr. Rocky Wilkinson for a property located at 5432 Sugar Grove Highway, in July 2017. Mr. Carter stated that Mr. Wilkinson had recently purchased the property and had requested more time to abate the nuisance.

Atkins District Supervisor Charles Atkins made a motion to grant an extension to the nuisance suspension previously granted on July 27, 2017 for a property located at 5432 Sugar Grove Highway,

Sugar Grove VA, for a period of six (6) months, expiring August 31, 2018. Vice Chairman, Rye Valley District Supervisor Rick K. Blevins 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.

 2/13/2018 5:59 PM Michael Carter, County Administrator presented a Resolution for consideration and read aloud for the record as shown below:

RESOLUTION

At a regular meeting of the Board of Supervisors of Smyth County held in Marion, Virginia this 13th day of February, 2018 it was duly moved and seconded that:

WHEREAS, State Route 604, Ramblewood Road, from U. S. Route 600 in an easterly direction to Route 800 in the Chilhowie Election District is traveled by motorists at a high rate of speed creating a hazard to the health, lives and property of citizens living in the area, as well as other motorists traveling through said area,

NOW, THEREFORE, BE IT RESOLVED, this Board requests that the Virginia Department of Transportation consider posting speed limits in the above-mentioned area.

Adopted this the 13th day of February, 2018.

North Fork District Supervisor Phil Stevenson made a motion to approve the Resolution as presented. Saltville District Supervisor Roscoe D. Call 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.



2/13/2018 6:02 PM Vice Chairman, Rye Valley District Supervisor Rick K. Blevins brought forward the following recommendations from the Appointment Committee.

It is the committee's recommendation to appoint R. Curtis Rhea, P.O. Box 2386, Chilhowie, to the Marion Downtown Revitalization Committee for a one (1) year term, beginning March 1, 2018 and ending on February 28, 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 and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: Chilhowie District Supervisor R. Curtis Rhea.

ABSENT: None.

It is the Committee's recommendation to appoint Royal Oak District Supervisor Judy Wyant, 1494 Scratch Gravel Road, Marion, as a member to the New River/Mt. Rogers Workforce Investment Area Consortium Board under a (1) year term beginning January 1, 2018 and ending December 31, 2018, with Atkins District Supervisor Charles Atkins serving as an alternate.

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 and
Chilhowie District Supervisor R. Curtis Rhea.

NAYS: None.

ABSTAINERS: Royal Oak District Supervisor Judy Wyant.

ABSENT: None.

Atkins District Supervisor Charles Atkins made a motion to recommend to the Judge of Smyth County Circuit Court, the re-appointment of Glen Wheeler, 175 Kiawana Road, Atkins, VA to represent the Atkins District on the Board of Zoning Appeals. Royal Oak District Supervisor Judy Wyant 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.

Saltville District Supervisor Roscoe D. Call made a motion to recommend to the Judge of Smyth County Circuit Court, the re-appointment of John DeBusk III, 1482 Cedar Branch Road, Saltville, VA to represent the Saltville District on the Board of Zoning Appeals. Royal Oak District Supervisor Judy Wyant 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.

Royal Oak District Supervisor Judy Wyant made a motion to appoint Tony Dean, 1686 Scratch Gravel Road, Marion, as the Royal Oak District Representative to the Planning Commission. Saltville District Supervisor Roscoe D. Call 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.

 2/13/2018 6:05 PM Michael Carter, County Administrator updated the Board regarding a question concerning the Smyth Wythe Airport contribution not being recorded in the FY17 audit. Mr. Carter stated the correction had been made by the auditing firm and a corrected copy was given to each Board member.

 2/13/2018 6:08 PM Scott Simpson, Assistant County Administrator presented the following recommendations from the Budget Committee.

It is the Committee's recommendation to approve the request for a tax refund in the amount of \$1,143.23 on tax map #48A1-3-14, due to the owner qualifying for a tax relief program offered by Smyth County.

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 the budget transfer as shown below for the CSA Department.

EXPENSE

From	TO	Amount
502-012010-0242(Back of the Dragon)	001-083040-5701 (CSA Pool Funds)	\$305,564.00

REVENUE

From	TO	Amount
502-012010-0147 (Back of the Dragon)	001-022500-0001 (CSA Pool Funds)	\$305,564.00

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

NAYS: Atkins District Supervisor Charles Atkins

ABSTAINERS: None.

ABSENT: None.

It is the Committee's recommendation to approve the budget amendment as shown below for the CSA Department. The Budget Amendment of \$93,137.00 will increase the FY2017-2018 from \$90,211,875.00 to \$90,305,012.00.

<u>EXPENSE</u>	<u>AMOUNT</u>
001-083040-5701 (CSA Pool Funds)	\$93,137.00

REVENUE (New Line Item)

001-022500-0005 (CSA Fund Balance)	\$93,137.00
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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.

It is the Committee's recommendation to approve the budget amendment as shown below for the Commonwealth Attorney's Office. The Budget Amendment of \$5,000.00 will increase the FY2017-2018 from \$90,305,012.00 to \$90,310,012.00.

<u>EXPENSE (New line item)</u>	<u>AMOUNT</u>
001-022010-8888-50 (Comm. Attorney Reimb. Training)	\$5,000.00

REVENUE (New Line Item)

001-023010-0005 (Comm. Attorney Reimb. Training)	\$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.

It is the Committee's recommendation to approve the budget transfer as shown below for the Board of Supervisors FY2017-2018 budget.

EXPENSE

From	Amount
001-011010-8888-60 (Unassigned Fund Balance)	\$4,000.00

TO	
001-011010-8100 (Court Appointed Attorney Fees)	\$4,000.00

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 the budget transfer as shown below for the Smyth County Basic 911 Department.

EXPENSE

From	Amount
001-031040-1001 (Full Time Salaries and Wages)	\$2,300.00

TO	
001-031040-1003 (Part Time Salaries and Wages)	\$2,300.00

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 the budget amendment as shown below for the Smyth County School Board. The Budget Amendment of \$90,000.00 will increase the FY2017-2018 from \$90,310,012.00 to \$90,400,012.00.

<u>EXPENSE</u>	<u>AMOUNT</u>
009-099990-5804 (Co. School Operation-Facilities)	\$90,000.00

<u>REVENUE</u>	
001-040000-0002 (Local Funds Transfer-Smyth Co. School Board)	\$90,000.00
009-022000-0001 (Local Funds Transfer-From General Fund)	\$-90,000.00

New Revenue Line Item:

001-040000-0005 (Local Funds Transfer-Use of Fund Balance)	\$90,000.00
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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.

It is the Committee's recommendation to approve the budget amendment as shown below for Fund 38 Dispatch Supplemental. The Budget Amendment of \$30,000.00 will increase the FY2017-2018 from \$90,400,012.00 to \$90,430,012.00.

<u>EXPENSE</u>	<u>AMOUNT</u>
038-011010-9005 (Specific Use)	\$30,000.00

REVENUE (New Line Item)

038-011010-0003 (Use of Fund Balance)	\$30,000.00
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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.

 2/13/2018 6:35 PM North Fork District Supervisor Phil Stevenson updated the Board of Supervisors on the Building and Grounds Committee meeting that was held on Friday, January 19, 2018 and stated that a Security Officer was now present in the County Administration Building and will rotate each floor, parking lot and associated grounds, monitoring them accordingly.

 2/13/2018 6:37 PM North Fork District Supervisor Phil Stevenson brought forward a recommendation from the Courthouse Committee. It is the Committee's recommendation to allow for utilization of a room at the Courthouse, procurement for electrical work and the installation of the data cabling, and boxes to complete the project for use by the Supreme Court.


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.

 2/13/2018 6:39 PM Vice Chairman, Rye Valley District Supervisor Rick K. Blevins updated the Board of Supervisors on the Insurance Committee Meeting that took place on Monday, February 5, 2018 to discuss the renewal rate for the Anthem/Local Choice Employee Health Insurance. The Committee would like to allow for review of proposed budgets for FY18-19 before they make a recommendation.

Royal Oak District Supervisor Judy Wyant asked what the total cost to the County was for Health Insurance, and stated she felt it was a significant part of the budget. Ms. Wyant asked for the total number of employees that participate in the Health Insurance, and asked that a break down of each category be read into the meeting.

 2/13/2018 6:45 PM Chairman, Park District Supervisor M. Todd Dishner brought forward a recommendation from the Personnel Committee. It is the Committee's recommendation to discontinue with

the Assign-A-Highway Program and additionally remove the monetary incentive given to those employees identified within the program in accordance with the Board of Supervisors minutes dated June 28, 2007, to be effective immediately.

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 and
Chilhowie District Supervisor R. Curtis Rhea.

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

ABSTAINERS: None.

ABSENT: None.



2/13/2018 7:07 PM Chilhowie District Supervisor R. Curtis Rhea brought forward a recommendation from the Solid Waste Committee. It is the Committee's recommendation to not continue with the current contract for Solid Waste Haul and Disposal Services and to place them out for new bids.

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.



2/13/2018 7:09 PM Saltville District Supervisor Roscoe D. Call brought forward the following recommendations from the Water/Sewer Committee.

It is the Committee's recommendation to test 22 wells at homes located along Spring Valley Road, for the presence or absence of bacteria. These results will provide backup documentation for a Virginia Department of Health Grant Application, which could provide up to \$12,500 per contaminated well towards the extension of public drinking water.

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 allow staff to pursue discussions with a landowner concerning a spring located along the Spring Valley Road section of Smyth County, to determine the feasibility of the site and to begin discussions regarding a possible option agreement on the site in order to perform the appropriate testing of the spring source.

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 allow staff to prepare a request for proposals for services that would allow the use of debit/credit cards or ACH (Automated Clearing House) debits for payment of Water/Sewer bills by the citizens of Smyth County.


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.

 2/13/2018 7:24 PM Chairman, Park District Supervisor M. Todd Dishner updated the Board concerning a recent trip that he attended with staff to Richmond. Mr. Dishner stated that he along with Mr. Carter and Mr. Simpson spoke to several Delegates and members of the Senate concerning several bills that could affect Smyth County.

 2/13/2018 7:32 PM Supervisor Comment Time:

Chilhowie District Supervisor R. Curtis spoke and stated the County is currently dealing with several issues and would like to encourage everyone to look at the bigger picture.


Atkins District Supervisor Charles Atkins stated he is concerned with the way Smyth County is doing business and would like to make sure the correct information is being given to citizens. Mr. Atkins also asked Mr. Carter to clarify if Board members can engage with departments to obtain information they request.

Rye Valley District Supervisor Rick K. Blevins invited all his fellow Board Members to attend Committee meeting so each is informed.

North Fork District Supervisor Phil Stevenson also stated that he encourages everyone to focus on the big picture and stated he appreciated the leadership shown by Michael Carter, County Administrator.

Royal Oak District Supervisor Judy Wyant stated that it had been a long meeting and she appreciated everyone who attended. Ms. Wyant stated that as a representative, no issue is small and feels it's important to hear each one.

Park District Supervisor M. Todd Dishner also thanked those in attendance of the meeting and would like for everyone to look at the bigger picture, and be on the same page.

 2/13/2018 7:46 PM Meeting adjourned.

A meeting of the Smyth County Appointment Committee was held at the County Office Building on Thursday, February 22, 2018 at 4:30 P.M.

Committee Members Present: Park District Supervisor M. Todd Dishner, Acting Chair
Chilhowie District Supervisor, R. Curtis Rhea

Staff Members: Michael Carter, County Administrator
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant

Acting Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 4:08 pm.

Kelly Woods, Administrative Assistant informed the committee of several appointments that needed to be made.

Chilhowie District Supervisor R. Curtis Rhea made a motion to appoint Heather Williams as the Member at Large representative to SWIFA, for a four-year term beginning March 1, 2018 and ending February 28, 2022. All agreed unanimously.

The Committee then discussed the Smyth County Library Board appointments, and options for having equal representation by all districts. Discussion continued on this item, with Chilhowie District Supervisor R. Curtis Rhea making a motion to recommend discussing the options with the full Board of Supervisors at their next scheduled meeting on March 13, 2018. All agreed unanimously.

With nothing further to discuss, Acting Chairman Park District Supervisor M. Todd Dishner adjourned the meeting at 5:19 P.M.

A meeting of the Smyth County Budget Committee was held at the County Office Building on Monday, February 22, 2018 at 3:30 P.M.

Committee Members Present:

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

Staff Members Present:

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

Others Present:

Sheriff Chip Shuler
Aaron Floyd, Blue Ridge Discovery Center
Gavin Blevins, Mt. Rogers Planning District Commission

The meeting was called to order at 3:55 P.M.

Michael Carter, County Administrator presented a budget amendment request by the Sheriff's Department as shown below:

FUND 739

EXPENSE	Amount
739-021070-8888-5 (Sheriff Dept. Dare Fund)	\$5,000.00
Revenue (New Line Item)	
739-010000-0003 (Dare Fund Balance)	\$5,00.00

This amendment will change the current FY2017-2018 budget from \$90,430,012.00 to \$90,435,012.00.

Chilhowie District Supervisor R. Curtis Rhea made a motion to approve the budget amendment as presented and all agreed unanimously.

Michael Carter, County Administrator presented a request that had been received by Mr. Aaron Floyd, Executive Director of the Blue Ridge Discovery Center, for the County to submit a grant application for up to \$600,000.00, to be the fiscal agent for the Discovery Center, and to adopt a Resolution of Support as shown attached (#1).

Discussion continued on this item, with Mr. Floyd and Mr. Blevins giving input on the project for the Blue Ridge Discovery Center and the requests being made to Smyth County. The deadline for the grant application is March 1, 2018. After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to move forward with the project for the Blue Ridge Discovery Center, allowing staff to provide what is needed to meet the deadline of March 1, 2018. All agreed unanimously.

Scott Simpson, Assistant County Administrator informed the Committee that due to rising costs and inconsistent service, the long-distance provider for the Sheriff's Department had been changed from Telescan to Century

Link.

Mr. Simpson then updated the Committee concerning the postage machine that is located in the County Administrator's Office, stating the lease had been renewed for another 3 years, with no change in cost.

Mr. Carter presented information to the Committee regarding a tree removal project at the Smyth Wythe Airport and the projected costs that may be associated. He also presented information to the Committee concerning the FY2018-2019 budget for the Southwest Virginia Regional Jail, stating that further discussion would take place during the upcoming budget meetings.

With nothing further to discuss, the meeting was adjourned at 4:53 P.M.



#1

Smyth County Board of Supervisors

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

Michael L. Carter
County Administrator

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

A RESOLUTION IN SUPPORT OF A GRANT APPLICATION FOR DHCD 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.

RESOLVED, this _____ day of March 2018.

SIGNED:

ATTEST:

M. Todd Dishner, Chairman

Clerk of the Board

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 Budget Committee was held at the County Office Building on Tuesday, March 6, 2018 at 3:30 P.M.

Committee Members Present:

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

Staff Members Present:

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

The meeting was called to order at 3:38 P.M.

Michael Carter, County Administrator reviewed Virginia Code Section 15.2-2503, time preparation and approval of budget with the Committee.

Mr. Carter then presented a request that had been received by the Smyth County 4-H Extension Office, asking the County to fund an internship position at a cost of \$2,584.00. After much discussion, the Committee made no recommendation but inquired if the individual could obtain college credit towards their course. Mr. Carter will follow up on the request with the Extension Office.

Michael Carter, County Administrator then presented the Committee an RFP for Attorney Services, as shown attached (#1). Rye Valley District Supervisor Rick K. Blevins made a motion to approve the RFP as presented. Chilhowie District Supervisor R. Curtis Rhea seconded the motion and all agreed unanimously.

Mr. Carter presented a request for a real estate tax refund in the amount of \$1,593.47, for tax map number 42-1-4D. The reason for the appeal and request of refund is due to a miscalculation of the square footage. Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend approving the real estate tax refund request as presented. Rye Valley District Supervisor Rick K. Blevins seconded the motion and all agreed unanimously.

Chilhowie District Supervisor R. Curtis Rhea inquired about the possibility of providing funding towards small business development similar to the Small Business Bootcamp program offered by the Smyth County Chamber of Commerce. Discussion continued on the matter with no recommendation coming from the Committee.

All recommendations will be presented to the full Board of Supervisors at their next scheduled meeting on Tuesday, March 13, 2018.

With nothing further to discuss, the meeting was adjourned at 4:53 P.M.

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.

A meeting of the Smyth County Board of Supervisors Building and Grounds Committee was held at the County Office Building on Tuesday, March 6, 2018 at 5:00 p.m.

Committee Members Present:

Rye Valley District Supervisor Rick K. Blevins, Acting Chairman
Saltville District Supervisor Roscoe D. Call

Staff Members Present:

Michael Carter, County Administrator
Scott Simpson, Assistant County Administrator
Kelly Woods, Administrative Assistant
Tina Combs, Maintenance Superintendent

Rye Valley District Supervisor Rick K. Blevins, Acting Chairman called the meeting to order at 5:00 p.m.

Scott Simpson, Assistant County Administrator informed the committee the HVAC services for the Smyth County Health Department, Smyth County Courthouse and the Smyth County Administration Building were about to expire. Options exist to renew the agreement for one year with Cook's Mechanical or to place the services out for new bids.

After discussion, Saltville District Supervisor Roscoe D. Call made a motion to recommend renewing the agreement with Cook's Mechanical Service for an additional one (1) year term. All agreed unanimously.

Having no other business to discuss, Acting Chairman, Rye Valley District Supervisor Rick K. Blevins adjourned the meeting at 5:12 pm.

A meeting of the Smyth County Insurance Committee was held at the County Office Building on Tuesday, March 6, 2018 at 4:30 P.M.

Committee Members

Present: Rye Valley District Supervisor Rick K. Blevins, Chair
Saltville District Supervisor Roscoe D. Call
Atkins District Supervisor Charles Atkins

Staff Members: Michael Carter, County Administrator
Scott Simpson, Assistant County Administrator
Lisa Richardson, Human Resources
Kelly Woods, Administrative Assistant

Chairman, Rye Valley District Supervisor Rick K. Blevins called the meeting to order at 4:30 P.M.

Lisa Richardson, Human Resource Manager presented information on the contract renewal for the Anthem/Local Choice employee health insurance plan for July 1, 2018 through June 30, 2019. Ms. Richardson informed the Committee the renewal rate for the County increased by 4.1% for FY18-19.

Saltville District Supervisor Roscoe D. Call made a motion to recommend to the Board of Supervisors to accept the renewal for the Anthem/Local Choice employee health insurance plan with the contribution rate from the County to the Employee at 80% and 79% for spouse and/or dependents, which is the same rate currently provided. Atkins District Supervisor Charles Atkins seconded the motion and all agreed unanimously.

Lisa Richardson, Human Resource Manager then presented information to the Committee concerning spousal insurance coverage. Of the 87 employees who carry a spouse on the County Insurance Plan, 42 spouses are eligible for coverage through their current employer, 32 spouses did not have any coverage offered, and 13 employees did not respond to the survey. This information had been requested to be compiled in a previous Committee meeting.

With no other matters to discuss, Chairman, Rye Valley District Supervisor Rick K. Blevins adjourned the meeting at 4:46 p.m.

A meeting of the Smyth County Personnel Committee was held at the County Office Building on Tuesday, February 27, 2018 at 4:15 P.M.

Committee Members Present: Park District Supervisor M. Todd Dishner, Chairman
Saltville District Supervisor Roscoe D. Call
North Fork District Supervisor Phil Stevenson

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

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 4:14 P.M.

Michael Carter, County Administrator presented an update for the Director of Community and Economic Development position that is currently open and stated the position had been advertised again, with the County receiving five (5) applications. Mr. Carter stated that staff had reviewed the applications, out of the five (5) received, two (2) candidates stood out for future consideration. Mr. Carter asked for input from the Committee on the interview process. After discussion, the Committee would like to proceed with interviews to include staff and the Personnel Committee.

The Committee narrowed down the candidates and concurred with interviewing one (1). After the interview takes place, the Committee and staff will report a summary to the full Board of Supervisors.

With nothing further to discuss, the meeting was adjourned at 4:52 P.M.

A meeting of the Smyth County Solid Waste Committee was held at the County Office Building on Tuesday, February 27, 2018 at 3:30 P.M.

Committee Members

Present:

Chilhowie District Supervisor R. Curtis Rhea, Chairman
North Fork District Supervisor Phil Stevenson
Atkins District Supervisor Charles Atkins

Staff Members:

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

Chairman, Chilhowie District Supervisor R. Curtis Rhea called the meeting to order at 3:32 pm.

Michael Carter, County Administrator presented two RFP's for Solid Waste Transportation and Disposal Services. Mr. Carter informed the Committee that notification had been sent out to W&L Hauling, who currently provides the hauling services and the City of Bristol, who currently provides the disposal services for Smyth County. Mr. Carter reviewed each RFP as shown attached (#1 & #2). After discussion, North Fork District Supervisor Phil Stevenson made a motion to approve the RFP's as presented for Solid Waste Transportation and Disposal services. Atkins District Supervisor Charles Atkins seconded the motion and all agreed unanimously.

With nothing else to discuss, Chairman, Chilhowie District Supervisor R. Curtis Rhea adjourned the meeting at 4:08 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.

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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.

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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.

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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.

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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
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Marion VA 24354

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- a) Workers Compensation
 - Coverage A: Statutory
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 - Per Occurrence: \$1,000,000
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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.

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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.

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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.

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

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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.

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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.