

AGENDA

Tuesday, October 9, 2018
4:00 PM

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

CLOSED SESSION

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 and **A.7 Legal**; discussion with legal counsel and staff pertaining to actual or probable litigation.

5:00 CALL MEETING TO OPEN SESSION

Invocation and Pledge of Allegiance

ADOPTION OF AGENDA

Adopt the agenda and the additional agenda as presented

MINUTES OF PREVIOUS MEETINGS (Pgs.2-37)

Request adoption of the September 11th, 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 Leanna Kilby and Karen McDowell-National Day of Adoption Recognition (Pg.38)

NEW BUSINESS

***Consideration of Resolution for Mt. Rogers CSB Financing (Pgs.39-40)**

***Committee Recommendations:**

- **Appointment Committee-Rick Blevins, Chair (Pg.41)**
- **Budget Committee-Todd Dishner, Chair (Pgs.42-69)**
- **Building & Grounds Committee-Phil Stevenson, Chair (Pgs.70-90)**
- **Water/Sewer Committee-Roscoe Call, Chair (Pgs.91-96)**

***Supervisor Comment Time:**


The Smyth County Board of Supervisors held its regular meeting at 4:00 p.m., **Tuesday, September 11, 2018**. The location of the meeting was in the First-Floor Board Room of the County Office Building, 121 Bagley Circle, Suite 100, Marion, Virginia.

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

ABSENT: North Fork District Supervisor Phil Stevenson (1)

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

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

 9/11/2018 4:04 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting to order. A motion was made by Rye Valley District Supervisor Rick K. Blevins to add section A.1, Personnel Matters, under closed session to the agenda. Chilhowie District Supervisor R. Curtis Rhea seconded the motion.

After consideration, the motion PASSED by the following vote:

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

A motion was made by Rye Valley District Supervisor Rick K. Blevins to enter into closed session under Code of Virginia, Section 2.2-3711 – **A.1; Personnel Matters**; Discussion, consideration, or interviews of prospective candidates for employment and contracts **A.5; Industrial/Business Prospects**; discussion concerning a business or industry considering expansion with no previous announcement being made. **A.7 Legal**; discussion with legal counsel and staff pertaining to actual or probable litigation. Chilhowie District Supervisor R. Curtis Rhea seconded the motion.

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 5:20 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from Closed session.

It was moved by Rye Valley District Supervisor Rick K. Blevins, seconded by Saltville District Supervisor Roscoe D. Call, to adopt the following resolution certifying the business conducted in closed session as follows:

RESOLUTION

CERTIFICATION OF CLOSED SESSION

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

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

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


After consideration, the motion PASSED by the following vote:


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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 5:20 PM Kendra Hayden, CSA Coordinator gave the invocation and Michael Carter, County Administrator led the Pledge of Allegiance.

 9/11/2018 5:22 PM A motion was made by Chilhowie District Supervisor R. Curtis Rhea, seconded by Saltville District Supervisor Roscoe D. Call 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,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 5:22 PM It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Chilhowie District Supervisor R. Curtis Rhea to approve the minutes of the August 14th and August 23rd, 2018 meetings, with corrections as identified by Atkins District Supervisor Charles Atkins. Mr. Atkins will speak with staff following the meeting to address the changes to be made.


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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 5:23 PM Michael Carter, County Administrator presented the Board with information on the current FY2018-2019 Budget and a current month analysis for appropriations.

 9/11/2018 5:34 PM Chairman, Park District Supervisor M. Todd Dishner opened Citizens Time.

Ruth Bishop, 140 West Strother Street Marion, feels it is unfair there is not representation to the Library Board for the Park District and would like to see a 7-member Board for the Smyth County Public Library.

Barbara Armbrister, 531 Keller Lane, Marion, spoke concerning the Library Board and stated she would also like to see the Board have 7 members.

Robert Owens, 191 Rolling Creek Lane Marion, spoke concerning a request made by several citizens at a previous Board of Supervisors Meeting concerning an ATV business on an adjoining neighbor's property and would like an update from the County Attorney. Mr. Owens stated the business is still operating, but he felt like it was just a smaller crowd.

Jeff Campbell, County Attorney addressed Mr. Owens and stated a notice had been mailed to cease operations on September 12, 2018. The Board of Supervisors would have to act to pursue litigation against the property owners Mr. Owens is concerned about.

Susie Peake, 633 Middle Fork Road, Marion Virginia, also spoke concerning the ATV business, and thanked the Board of Supervisors and Staff for all of the help that has been given to remedy the issue within the neighborhood. Ms. Peak stated she felt the issue was getting better, but has escalated to the main road, where people were racing up and down the road with off road vehicles. Ms. Peak also feels like their homes are being targeted by the Rouse operation due to the complaints that have been filed.

Tom Hatcher, 121 Highland Circle, Marion, Virginia spoke concerning the flags that are flown at the Smyth County Courthouse. Mr. Hatcher stated he had gone by the Courthouse several times and the flags were not displayed, and feels it shows Smyth County as being unpatriotic.

Marvin Leslie, 184 Keller Lane, Marion, Virginia spoke concerning the Smyth County Public Library Board and would like to see each district within Smyth County represented.

Blake Frazier, 1272 Laurel Springs Road, Marion, Virginia spoke concerning several comments that were made by another citizen during a previous Board of Supervisors Meeting. Mr. Frazier stated he would like to see more unity and togetherness by Citizens and members of the Board of Supervisors. Mr. Frazier went on to express his support for the Director for the Smyth County Public Library and the good work he feels Mr. Farmer is doing for the Library and the Community.

Joe Terry, 1903 Tattle branch Road, Chilhowie, Virginia, stated he would like to see a School Resource Officer be placed in each school and would like to see the Board of Supervisors step up and do what it takes to keep all kids within Smyth County safe.


Kim Estep, 1305 Laurel Springs Road, Marion Virginia, also spoke in support of placing a School Resource Officer in each school. Ms. Estep asked what can be done by the Community to help with the funding of these positions.

Chilhowie District Supervisor R. Curtis Rhea informed Ms. Estep of the process that had taken place during the Budget Planning Cycle concerning the School Resource Officers. Mr. Rhea stated that two (2) additional Resource Officers had been placed in the FY18-19 budget, but Sheriff Chip Shuler opted to increase the pay of Deputies in order to retain employment.

Royal Oak District Supervisor Judy Wyant stated she was in full support of placing a School Resource Officer in each school.

Mac Buchanan, 5732 Valley Road Saltville, Virginia, spoke and stated that he may have lost his temper at the last Board Meeting, but many citizens have called and thanked him for speaking. Mr. Buchanan continued to speak, stating he had concerns with the Director for the Smyth County Public Library and County Administration.


 9/11/2018 6:08 PM Chairman, Park District Supervisor M. Todd Dishner closed Citizens Time.

 9/11/2018 6:08 PM Sarah Beamer, Director of Finance and Administrative Services for Mt. Rogers Community Services Board brought forward a Resolution for consideration, which would allow for Mt. Rogers to apply for an open line of credit. Several members of the Board asked Ms. Beamer questions concerning the guidelines for the loan. Michael Carter, County Administrator stated that a meeting with adjoining localities had been conducted and he felt it was a very productive meeting.

After further explanation of the request, the Resolution will be considered during the October 9, 2018 Board of Supervisors meeting.

 9/11/2018 6:21 PM Chairman, Park District Supervisor M. Todd Dishner called for a 10-minute recess.

 9/11/2018 6:38 PM Chairman, Park District Supervisor M. Todd Dishner called the meeting back to order from recess.

 9/11/2018 6:38 PM Chilhowie District Supervisor R. Curtis Rhea made a motion to approve entering into a lease for the Transfer Station site, allowing for execution of the document. 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,
Chilhowie District Supervisor R. Curtis Rhea.

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

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Chilhowie District Supervisor R. Curtis Rhea made a motion to allow staff to advertise for an Administrative Assistant for support with the duties for Economic Development, with starting pay to be similar to a first year Teacher or Sheriff Department Deputy.

Royal Oak District Supervisor Judy Wyant spoke and stated she felt the Economic Development Director position is very important to the County, and still feels a Director needs to be hired.

Atkins District Supervisor Charles Atkins stated he agreed with Royal Oak District Supervisor Judy Wyant.

Rye Valley District Supervisor Rick K. Blevins seconded the motion to allow for advertising of an Administrative Assistant.


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,
Chilhowie District Supervisor R. Curtis Rhea.

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

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 6:45 PM Michael Carter, County Administrator presented a letter of support as shown below, for the Comprehensive Harm Reduction Plan that was presented by Dr. Karen Shelton, Director Mt. Rogers Health District, during the August 14, 2018 Board Meeting.

September 11, 2018

Virginia Department of Health

Division of Disease Prevention

Comprehensive Harm Reduction Program

109 Governor Street, 3rd Floor

Richmond, VA 23219

To Whom It May Concern:

I am writing to express my agency's support for the comprehensive harm reduction program proposed in Smyth County, to be administered by the Mount Rogers Health District. There is a significant substance abuse problem in Smyth County, which endangers first responders and the community as a whole. This program will address the need to provide not only syringe services, but to offer a point of contact for people who use drugs to provide a wide range of services, include HCV and HIV testing, as well as a variety of vaccinations, referral for substance abuse treatment services, referral for social services, birth control options, and referral to medical care.

Sincerely,

Michael L. Carter

Rye Valley District Supervisor Rick K. Blevins made a motion to adopt the letter of support 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 Chairman, Rye Valley District Supervisor Rick K. Blevins,
Saltville District Supervisor Roscoe D. Call,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 6:52 PM Michael Carter, County Administrator presented the following recommendations from the Planning Commission:

Item #1: *Commissioner Joel Pugh made a motion to recommend approval of Cregger and Taylor's request for a Map Amendment to the Official Zoning Map of Smyth County, Virginia from Agricultural/Rural to Commercial (Western portion of Tax Map No. 56F-1-34 and 56F-1-35 and all of Tax Map No. 56F-1-33. Commissioner David Spence seconded the motion.*

After consideration, the motion PASSED by the following vote:

AYES: Sparks, Spence, Wagoner, Shepherd, Pugh, Davidson Jr., and Dean.

NAYS: None.

ABSTAINERS: None.

ABSENT: None.

Rye Valley District Supervisor Rick K. Blevins made a motion to accept the recommendation as presented from the Planning Commission. Chilhowie District Supervisor R. Curtis Rhea seconded the motion.

After consideration, the motion PASSED by the following vote:

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Item #2: *Commissioner Tony Dean made a motion to recommend approval of Sime Nursery's request for a Map Amendment to the Official Zoning Map of Smyth County, Virginia, from Residential to Agricultural/Rural (Tax Map No. 33-A-5A). Commissioner Hazel Wagoner seconded the motion.*

After consideration, the motion PASSED by the following vote:

AYES: Sparks, Spence, Wagoner, Shepherd, and Dean.

NAYS: Pugh and Davidson Jr.

ABSTAINERS: None.

ABSENT: None.

Rye Valley District Supervisor Rick K. Blevins made a motion to accept the recommendation as presented from the Planning Commission. Chilhowie District Supervisor R. Curtis Rhea seconded the motion.


After consideration, the motion PASSED by the following vote:

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 6:57 PM It was moved by Atkins District Supervisor Charles Atkins, seconded by Saltville District Supervisor Roscoe D. Call to appropriate \$2,300,000.00 from the General Fund. The following is an explanation of the appropriations approved:

General County

Accounts Payable Listing:	\$1,591,554.89
Payroll:	\$671,833.82
Auto Draft Rural Development:	\$8,974.00
Solid Waste Yard Truck:	\$20,000.00
AEP/Century Link Bills:	\$25,000.00
County Administration Fund:	\$5,000.00
Minus Beginning Appropriation:	\$(40,940.91)
New Carryover:	\$18,578.20
Total County Appropriation:	\$2,300,000.00

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Atkins District Supervisor Charles Atkins to appropriate \$410,000.00 from the General Fund for the Department of Social Services. The following is an explanation of the appropriations approved:

Social Services

(September 12-September 30, 2018)	\$ 350,000.00
(October 1-October 9, 2018)	\$ 60,000.00
Total Social Services:	\$ 410,000.00

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Atkins District Supervisor Charles Atkins to appropriate \$4,075,000.00 from the General Fund for the Smyth County School Board Operating Fund. The following is an explanation of the appropriations approved:

Schools-Operating Fund

Instruction	\$3,000,000.00
Administration, Attendance, & Health	\$ 120,000.00
Transportation	\$ 180,000.00
Facilities	\$ 420,000.00
School Food Service	\$ 240,000.00
Technology	\$ 115,000.00
Total School Operating Fund:	\$4,075,000.00

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Atkins District Supervisor Charles Atkins to appropriate \$255,901.00 from the Courthouse Project Fund for open invoices.

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

It was moved by Atkins District Supervisor Charles Atkins, seconded by Saltville District Supervisor Roscoe D. Call to appropriate \$23,791.72 from Sheriff Fund 748 for open invoices.

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

It was moved by Saltville District Supervisor Roscoe D. Call, seconded by Chilhowie District Supervisor R. Curtis Rhea to appropriate \$595.08 from Recovery Court Fund 749 for open invoices.

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Jeff Campbell, County Attorney presented a TROF Agreement for Speyside Bourbon Cooperage as shown below.

PERFORMANCE AGREEMENT

This Performance Agreement (this "Agreement") is made and entered into this 1st day of August, 2018, by and among the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), the SMYTH COUNTY BOARD OF SUPERVISORS (the "Grantee"), a political subdivision of the Commonwealth, and SPEYSIDE BOURBON COOPERAGE, INC., a Ohio corporation, (the "Company") whose Federal Employer Identification Number is 83-1050842.

WITNESSETH:

WHEREAS, the Grantee has been selected to receive a grant in the amount of \$415,000 (the "Grant") from the Commission for the Grantee's use in inducing the Company to construct or locate taxable assets and employ persons in Smyth County (the "Locality"); and

WHEREAS, the Grantee has indicated its desire to tender the Grant to the Company for its use and benefit, provided that the Company commits to the achievement of certain goals relating to employment and the construction or location of taxable assets in compliance with the terms hereof; and

WHEREAS, the Commission, the Grantee and the Company desire to set forth their understanding and agreement as to the use of the Grant, the obligations of each party hereto, the conditions under which the Grant must be repaid, and the obligations of each party hereto in the Event of Default (as defined herein); and

WHEREAS, the Commission has determined that the approval and funding of the Grant constitutes a valid public purpose for the expenditure of public funds and is consistent with and in furtherance of the Commission's public purposes as outlined in Section 3.2-3100, *et. seq.* of the *Code of Virginia* of 1950, as amended;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises, and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, warrant, covenant, and agree as follows:

Section 1. Disbursement of the Grant

After receipt by the Commission of this Agreement fully executed by all parties hereto, and provided that the Grantee is not in default on its obligations to the Commission as of the date first written above, the Commission shall disburse the Grant to the Grantee on one of the following schedules to be selected by the Grantee:

Schedule 1 – In Arrears. Not more than two (2) installments as requested by the Grantee in writing at such times as the Grantee may elect, subject to the reasonable approval of the Commission. The amount of each disbursement shall be limited to that portion of the Grant which has been earned by the Company based upon information described in Section 5 or 6 of this Agreement, as applicable, when the same is delivered to and approved by the Commission in its sole discretion.

Schedule 2 – In Advance. Not more than two (2) installments as requested by the Grantee in writing at such times as the Grantee may elect, subject to the reasonable approval of the Commission. The amount of each disbursement shall **not** be limited to that portion of the Grant which has been earned by the Company; however, each such disbursement shall only be made after the Grantee Certification attached hereto as **Exhibit B** has been completed by the Grantee and delivered to and approved by the Commission in its sole discretion.

Fifty percent (50%) of the Grant is allocated for the Company's taxable asset obligation set forth in Section 4 of this Agreement and fifty percent (50%) of the Grant is allocated for the Company's employment obligation set forth in Section 3 of this Agreement. Unless otherwise agreed to in writing by all parties to this Agreement, Grantee shall disburse all Grant proceeds to the Company or for the Company's benefit within 30 days of receipt of Grant proceeds from the Commission or return the undisbursed proceeds to the Commission.

Section 2. Grant Restrictions and Conditions

Under this Agreement, the Commission places no restriction on the use of the Grant proceeds by the Company, and imposes no conditions beyond those described herein. Should any such restrictions or conditions be imposed by the Grantee, the same shall be described in **Exhibit A**, which shall be attached hereto and made a part hereof, but which shall be binding upon the Company only if signed thereon by an authorized representative of the Company. The Grantee shall be responsible for enforcement of any restrictions or conditions described in said **Exhibit A**.

Section 3. Employment Obligation

The Company shall employ* at least 125 persons in the Locality with a quarterly aggregate payroll of at least \$942,906.25. Said employment and payroll will be in addition to those already employed in the Locality by the Company and paid during the calendar quarter ending on *June 30, 2018*, hereinafter called the "Base Quarter." Persons employed by the Company in the Locality shall be counted as employed hereunder only to the extent that they (a) exceed the aggregate number of employees at all Company locations within the Commonwealth of Virginia during the Base Quarter, and (b) are not counted as fulfillment of any other employment obligation made to the Commission by the Company under any other agreement.

Section 4. Obligations Regarding Taxable Assets

The Company shall locate or construct taxable assets in the Locality having an assessed value of at least \$26,000,000, as determined by the Locality's Commissioner of Revenue ("COR"). If the Locality elects to arrange for reimbursement to the Company of all, or any portion of, the tax paid by the Company on said taxable assets, or elects to waive all or any portion of such tax liability, the Company's aforementioned obligation to locate or construct taxable assets in the Locality shall not be waived or reduced. The Company shall receive credit for the value of all taxable assets so determined by the COR, notwithstanding the local taxing authority's election to waive or refund the taxes so levied. Said taxable assets will be in addition to

*For purposes of this Agreement the number of persons "employed" means the number of persons who received pay in any given quarter and is calculated by adding together the number of persons who received pay in each month of the quarter and dividing that sum by three (3).

those counted in fulfillment of any other taxable asset or capital investment obligation made to the Commission by the Company under any other agreement. If the Company is exempt from the payment of property taxes on certain assets by state law, the Company shall not be entitled to receive or keep any portion of the Grant allocated to its investment in those certain assets.

Section 5. Determination of Performance - Employment

In order to earn the Grant, the Company must meet its employment obligations hereunder not later than thirty-six (36) months after the end of the Base Quarter. The Company's employment obligations will be deemed to have been fully met when it can document any three (3) consecutive calendar quarters after the Base Quarter in which:

- (i) the average number of employees who received pay from the Company during each of those three (3) consecutive quarters exceeds the average number of employees who received pay in the Base Quarter by at least the number promised in Section 3 above, AND
- (ii) the total wages paid by the Company to employees in each of those three quarters exceed the wages paid by the Company to employees in the Base Quarter by at least the amount promised in Section 3 above, AND
- (iii) all such employees worked in the Locality, AND
- (iv) all Company employees in Virginia have been reported to the Virginia Employment Commission ("VEC") in accordance with VEC regulations. The Company's failure to satisfy such requirements shall be a breach hereof, and shall constitute an Event of Default hereunder by the Company. Employment gains by the Company in the Locality that are offset by employment losses elsewhere in Virginia shall not be counted as employment hereunder.

All determinations of performance made under this Section 5 shall be based upon reports made by, or on behalf of, the Company to the VEC including but not limited to *VEC Form FC-20 Employer's Quarterly Tax Report* and *O.M.B. Form No 1220-0134 Multiple Worksite Report - BLS 3020* (or any successor forms designated by VEC, or accepted by VEC in lieu thereof). If such tax filings include Company employees who did not work in the Locality, it shall be the duty of the Company to provide additional information sufficient to identify those employees who did work in the Locality. Employees of control affiliates (e.g., subsidiary companies, parent companies, entities under common ownership or control) or employees of independent contractors hired by the Company shall not be counted as employees of the Company in fulfillment of its promise hereunder UNLESS such entities and their relationship to the Company are disclosed to and approved by the Commission in writing, AND such entities supply the Commission with the same employment documentation as described herein. Employees of temporary employment agencies ("temps") who are assigned to work for the Company in the Locality shall not be counted UNLESS evidenced by letter from the temporary employment agency setting forth the number of man-hours so assigned during the Base Quarter and the 36 months immediately following the Base Quarter. Such man hours shall be credited to the Company's job-creation obligation at the rate of one job for one quarter for every 520 man hours evidenced by such letter.

**The number of persons who received pay in any given quarter is calculated by adding together the number of persons who received pay in each month of the quarter and dividing that sum by three (3).*

Section 6. Determination of Performance – Taxable Assets

In order to earn the Grant, the Company must meet its taxable asset obligations hereunder not later than thirty-six (36) months after the Base Quarter. Company assets located, constructed, or leased in the Locality prior to the Base Year will not be counted in fulfillment of the Company's taxable asset obligation. For purposes of this Agreement, the calendar year that includes the Base Quarter shall be called the "Base Year."

Leased assets not on record with the COR in the name of the Company will be counted in fulfillment of the Company's taxable asset obligation only if a copy of the lease is submitted to the Commission indicating that the asset(s) under lease meet the other requirements listed above and were not leased from the Locality or its control affiliates at a substantial discount from market rates.

The Company's achievement toward meeting its taxable asset obligation shall be based on asset values assessed by the COR for the Locality and shall be the sum of the following:

- a. the highest real property assessed value of record for any one of the three years, less and except the assessed value prior to the Base Year, PLUS
- b. the first personal property assessed value for each asset first appearing of record during the three calendar years following to the Base Year.

The Commission shall rely upon the information described above as the same is reported to the Commission by the COR in writing, without exception.

Taxable assets owned by subsidiary companies, related entities, or entities under common ownership or control shall not be counted as taxable assets of the Company in fulfillment of its taxable asset obligation hereunder UNLESS such entities and their relationships to the Company are disclosed to and approved by the Commission in writing, AND such entities supply the Commission with the same taxable assets documentation as described herein.

Section 7. Verification of Performance

The Company hereby expressly grants its consent for (a) the COR for the Locality to release to the Tobacco Commission or the Grantee records necessary to disclose the information required in this Section, and (b) the Virginia Employment Commission to release to the Tobacco Commission all Company employment records of any kind held by the Virginia Employment Commission.

If any of the taxable assets described in Section 4 have been acquired or improved on behalf of the Company by a lessor, the Company shall be responsible for gathering and reporting to the Commission information regarding the taxable assets acquired or improved by the lessor on behalf of the Company.

Section 8. Events of Default

If any of the following should occur within the thirty-six (36) month period after the end of the Base Quarter, it shall constitute an "Event of Default" and the Commission may, at its election, accelerate the

Company's obligation to repay the portion of the Grant that has not been earned as of the date of the Event of Default:

- a. The Company applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Company as bankrupt or insolvent or approving a petition seeking reorganization of the Company or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets which remains undismissed, undischarged or unstayed for a period of forty-five (45) days;
- b. The Company ceases to be of record and in good standing with the Virginia State Corporation Commission, and such failure is not cured within sixty (60) days from notice thereof, unless Company obligations hereunder have been assumed by another entity and that assumption was approved by the Commission and the Grantee;
- c. The Company fails, for reasons other than an Event of Force Majeure (as defined herein), to fulfill at least twenty-five percent (25%) of either its employment obligation described in Section 3 above or its taxable asset obligation described in Section 4 above within eighteen (18) months after the end of the Base Quarter;
- d. The Company's employment level is less than 75% of that found in the Base Quarter in more than 2 calendar quarters following the Base Quarter;
- e. The Company fails to provide verification to the Commission as described in Section 7, within sixty (60) days from a written request from the Commission; or
- f. The Company closes its business in the Locality for a period of more than thirty (30) days during the thirty-six (36) months following the Base Quarter.

Section 9. Repayment Obligation

In the event that the Company does not meet its obligations hereunder within thirty-six (36) months after the end of the Base Quarter, or an Event of Default occurs, the Company shall repay to the Grantee the unearned portion of the Grant that has been received by the Company, which is calculated as follows:

- a. A minimum increase in taxable assets is required before **any** portion of the Grant is earned by the Company, hereinafter called the Minimum Investment Requirement. The Minimum Investment Requirement is (a) \$1.0 million if the taxable asset obligation described in Section 4 hereof is higher than \$1.0 million **or** (b) one-half of the taxable asset obligation described in Section 4 hereof when listed as lower than \$1.0 million.
- b. Subject to the terms of Section 9.d. below, after exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to employment that is earned by the Company is determined by dividing the average number of employees receiving pay during the three consecutive quarters as determined in Section 5 above with the highest employee count by the number of jobs promised in Section 3.

- c. The method of computation set forth in Paragraph 9.b. above will be used only if the quarterly aggregate payroll for the three consecutive quarters described in Section 5 equals or exceeds that promised in Section 3. If that quarterly aggregate payroll is less than that promised in Section 3, the number of qualifying employees shall be reduced in proportion to the shortfall in quarterly aggregate payroll and the reduced number of employees shall be used to determine whether Company has satisfied its employment obligation hereunder.
- d. After exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to taxable assets that is earned by the Company is determined by dividing the greatest value of assets attested to by the COR under Sections 6 and 7 above by the taxable assets promised in Section 4.
- e. All unearned portions of the Grant shall be repaid by the Company to the Grantee not later than thirty (30) days after the date on which the Company is notified of the unearned amount. The Grantee agrees to remit the same to the Commission. Any refund owed by the Company to the Grantee hereunder shall immediately constitute an obligation of the Grantee to repay the Commission and such Grantee's obligation shall **not** be contingent upon successful collection of any amount from the Company. **The Grantee shall be liable for repayment to the Commission that portion of the Grant determined by the Commission to be due under the terms of this Section and hereby agrees to make such repayment without regard to whether Grantee has received repayment from the Company as further certified on Exhibit B attached hereto.**
- f. Interest shall accrue on unpaid balances at the rate of three percent (3%) per annum beginning on the 31st day after the Company is notified of the amount due.
- g. Monies due to the Locality pursuant to this Agreement, if any, shall be considered to be owed to the Treasurer for the Locality and subject to the Treasurer's statutory powers provided for in the Code of Virginia.
- h. If the Company does not meet its employment obligations or taxable asset obligations hereunder by the date which is thirty-six (36) months after the end of the Base Quarter because of an Event of Force Majeure (as defined herein), the date by which a requirement to meet such commitments shall be extended day-for-day for a period equal to the time elapsed during the Event of Force Majeure. "Event of Force Majeure" means any of the following: acts of God, strikes, lockouts, crime, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, draughts, or explosions.
- i. In the event the Commission is required to take legal action under this Agreement, the Grantee and the Company, jointly and severally, shall be liable for all of the Commission's costs expended for the administration and enforcement of this Agreement, including but not limited to reasonable attorney's fees and court costs.

Section 10. Acknowledgment and Notice

The Company and the Grantee each acknowledge and agree to its respective repayment obligation in accordance with this Agreement. Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail, undelivered) and addressed as follows:

if to the Company, to:

NAME: SPEYSIDE BOURBON COOPERAGE, INC.
ADDRESS: 6373 Lee Highway
Atkins, VA 24311
Attention: Darren Whitmer, General Manager

if to the Grantee, to:

NAME: SMYTH COUNTY BOARD OF SUPERVISORS
ADDRESS: 121 Bagley Circle, Suite 100
Marion, VA 24354
Attention: Mr. Michael Carter

if to the Commission, to:

NAME: TOBACCO REGION REVITALIZATION COMMISSION
ADDRESS: 701 East Franklin Street, Suite 501
Richmond, VA 23219
Attention: Evan Feinman, Executive Director

This Agreement constitutes the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights or obligations under this Agreement without the prior written consent of the Grantee and the Commission; provided that the Company shall have the right, without the consent of the Grantee or the Commission, to assign its rights (not its obligations) under this Agreement to any entity that controls, is controlled by, or is under common control with, the Company.

This Agreement is made, and intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of that state. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the Locality and such litigation shall be brought only in such court.

This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the sole discretion of the

Commission, be voidable by the Commission or interpreted as in effect as if such unenforceable provisions were not included therein.

The Company hereby warrants that from the date of this Agreement until all obligations hereunder have been satisfied that it is, and will remain, registered and in good standing with the Virginia State Corporation Commission and that the Company is, and will remain, legally authorized to conduct business in the Commonwealth of Virginia.

The provisions of this Agreement are intended to and shall survive closing, the delivery of any deed or other instrument, and any other event. If this Agreement has not been executed by all parties hereto and returned to the Commission within 90 days from the date hereof, the Grantee's and the Company's rights to the Grant Proceeds shall automatically terminate.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective as of the date first written above.

TOBACCO REGION REVITALIZATION
COMMISSION

By: _____
Evan Feinman, Executive Director

Date: _____

SMYTH COUNTY BOARD OF SUPERVISORS

By: M. Dale Smith
Title: Chairman, Smyth County
Date: 9-13-18

SPEYSIDE BOURBON COOPERAGE, INC.

By: _____

Title: _____

Date: _____

Exhibit B

Grantee Certification

The SMYTH COUNTY BOARD OF SUPERVISORS (the "Grantee"), a political subdivision of the Commonwealth, hereby certifies that (a) it unconditionally guarantees the Company's performance under and pursuant to the Performance Agreement (this "Agreement") dated as of August 1, 2018, by and among the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), the Grantee, and SPEYSIDE BOURBON COOPERAGE, INC., a Ohio corporation, (the "Company"), and (b) it holds collateral security from the Company sufficient to provide a secondary source of repayment in the event that the Company cannot or will not repay the unearned portion of the Grant (as defined in the Agreement) to the Commission. Such collateral security is described as follows:

The Grantee hereby acknowledges that the sufficiency of the collateral security for the Grant is the sole responsibility of the Grantee.

SMYTH COUNTY BOARD OF SUPERVISORS

By: M. Todd Diller

Title: Chairman

Date: 9-13-2018

Exhibit C

Revenue Sharing Addendum

The SMYTH COUNTY BOARD OF SUPERVISORS (the "Grantee"), a political subdivision of the Commonwealth, hereby guarantees to pay the TOBACCO REGION REVITALIZATION COMMISSION, a body corporate and political subdivision of the Commonwealth of Virginia (the "Commission"), an amount equal to 5% of all local tax revenue generated by the Grant described in the Performance Agreement (this "Agreement") dated as of August 1, 2018, by and among the, the Grantee, the Commission, and SPEYSIDE BOURBON COOPERAGE, INC., a Ohio corporation, (the "Company"). The total amount of Local tax revenue provided to the Commission shall be limited to 105% of the Grant amount.

"Local tax revenue" means the amount of taxes assessed by the Grantee to the Company under Title 58.1, Subtitle II of the *Code of Virginia*, including, but not limited to, real property taxes, business and occupational license taxes, machinery and tools taxes, and tangible personal property taxes.

"Generated by the Grant" means local taxes assessed on taxable property (personal and real) and activities built and/or generated by the Company in performance of its obligations in Section 3 and Section 4 of the Agreement. For new Companies, this shall be determined to be all applicable taxes generated by the Company. For expansions of existing Companies, this shall be all additional taxes above the tax year prior to the base year of this grant.

The amount of payment shall be calculated based on original assessments ("the Assessment") as issued to the Company by the Commissioner of the Revenue for Smyth County. Subsequent appeals or revised assessments shall be taken into consideration solely at the discretion of the Commission.

The payment obligation of Grantee under this Addendum is contingent upon receipt of tax payments by the Company.

The first payment is due and shall be made to the Commission within thirty (30) days of the due date found on the Company's tax assessment after the agreements are signed. Extensions to this date may be made at the sole discretion of the Commission.

In the event of a repayment obligation pursuant to Section 9 of the Agreement, any payments by Grantee to the Commission under this Addendum shall be credited to the Grantee.

Exhibit C cont.

The Company hereby expressly grants its consent for the Commissioner of the Revenue for Smyth County to release to the Commission records of all local tax assessments made to the Company for all tax periods including and beginning after August 1, 2018.

TOBACCO REGION REVITALIZATION
COMMISSION

By: _____
Evan Feinman, Executive Director

Date: _____

SMYTH COUNTY BOARD OF SUPERVISORS

By: M. Todd Dill

Title: Chairman

Date: 9-13-2018

SPEYSIDE BOURBON COOPERAGE, INC.

By: _____

Title: _____

Date: _____

Saltville District Supervisor Roscoe D. Call made a motion to approve the agreement as presented.
Atkins District Supervisor Charles Atkins 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,
Chilhowie District Supervisor R. Curtis Rhea,
Atkins District Supervisor Charles Atkins and
Royal Oak District Supervisor Judy Wyant.

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

 9/11/2018 7:04 PM Chairman, Park District Supervisor M. Todd Dishner brought forward the following recommendations from the Budget Committee:

Item#1: It is the Committee's recommendation to recommend approving the Resolution as shown below, which would allow for the financing of \$206,460.00 at an interest rate of 3.19% for 60 months for the purchase of two (2) trucks for Solid Waste.

Resolution Approving Financing Terms

WHEREAS: Smyth County, Virginia has previously determined to undertake a project for the financing of sanitation vehicles, and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The County hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated June 22, 2018. The amount financed shall not exceed \$206,460.00 the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.19%, and the financing term shall not exceed 5 years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other County fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of September, 2018.

By: _____

(Clerk)

By: _____

(Chairman or County Manager)

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Item #2: It is the Committee's recommendation to award the bid for a new copier lease for Juvenile and Domestic Relations Court to Tri-Cities Business Machines, at a cost of \$66.34 per month.

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Michael Carter, County Administrator presented the following recommendations from the Budget Committee:

Item #1: It is the Committee's recommendation to approve the budget transfer as shown below for the Smyth County Sheriff Department in the amount of \$4,520.00.

EXPENSE

From:	To:	Amount:
001-021070-1001 (Salaries)	001-021070-5408 (Vehicle Maint.)	\$4,520.00

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Item#2: It is the Committee's recommendation to award the bid for purchase of 911 Call Handling Equipment to Mobile Communications in the amount of \$168,390.48. The Committee also recommended the purchase of routers from Century Link in the amount of \$1,978.85 for a total of \$170,369.33 for the project. These items will be taken out of Fund 1, line item 031040-9000 (Capital Outlay).

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,

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Michael Carter, County Administrator spoke concerning a request that had been made by a citizen to fly all weather flags at the Courthouse. After discussion, the Budget Committee agreed the current procedures in place for the handling of the flags is sufficient and respectful.

Several Board of Supervisors Members also spoke concerning this request and stated they supported the procedures that are currently in place for the flag.



9/11/2018 7:19 PM Chilhowie District Supervisor R. Curtis Rhea brought forward the following recommendations from the Solid Waste Committee Recommendations:

Item #1: It is the Committee's recommendation to approve the contract with the City of Bristol as shown below, for disposal services, allowing for changes to be made by Mr. Campbell.

**2018 SOLID WASTE DISPOSAL AGREEMENT
CITY OF BRISTOL, VIRGINIA
AND
SMYTH COUNTY, VIRGINIA**

THIS ____ day of _____, 2018 by and between the **CITY OF BRISTOL, VIRGINIA**, a Virginia municipal corporation, (hereinafter "**the City**") and **SMYTH COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter "**the County**").

WITNESSETH:

PREMISES

The City has an integrated solid waste management facility consisting of a number of permitted operations; and

The City, with a landfill and related facilities, hereinafter the "Waste Management Facility," has sufficient capacity which can be used to satisfy some regional disposal needs; and

The City wishes to secure a known, ascertainable and quantifiable stream of waste for disposal to assure sufficient income to cover the costs of expansion and operation; and

The County as the Solid Waste Generator is directly or engaged in the collection and transportation of solid waste material; and

The County needs to secure a place for disposal of said solid waste.

NOW THEREFORE, in consideration of the above premises and the mutual benefit of the agreements hereinafter set forth, the City and the County do agree as follows:

SECTION I

DEFINITIONS: For purposes of this agreement, the following terms shall be defined as:

- a) Waste Management Facility: Sanitary landfill(s) together with all other solid waste processing and disposal facilities owned and operated by the City of Bristol, Virginia and permitted by the Virginia Department of Environmental Quality-Waste Division.
- b) Municipal waste; yard waste or brush; special wastes; recyclables. As defined in 9VAC20-80-10 et seq., as amended or replaced, being the Solid Waste Management Regulations of the Virginia Department of Environmental Quality-Waste Division.
- c) Fees. The fees, surcharges and taxes charged by the City to accept municipal waste from the County at its Waste Management Facility. These charges are on a per ton basis.
- d) Waste Generator. The sources and/or generators of municipal or special waste as may from time to time be agreed upon by the City and the County.

SECTION II

TERM: This Agreement will continue in full force and effect from its execution until September 30, 2023, at which time the County shall have the opportunity to renew said contract for a three (3) year term, conditions and fees to be negotiated at the time of renewal. The three (3) year renewal option shall be available if mutually agreed upon by the City and the County.

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

SECTION III

ACCEPTANCE OF WASTE: the City agrees:

- a) To maintain and operate a waste management facility pursuant to applicable statutes and regulations, as now exist or may hereafter be amended, and the City in its sole discretion finds it economically feasible to operate the facility.
- b) To accept County's municipal waste which meets the City's permit requirements, transported by or on behalf of the County and delivered to the City's waste management facility, except the following:
 1. Any sludge (wastewater treatment plant, industrial, etc.) or byproducts of production except as specifically noted in Section VI of this contract, liquid, hazardous, nuclear, chemical, medical, or anatomical or other controlled or restricted waste, except as permitted and otherwise agreed to by the City.
 2. Any wastes which the City cannot manage in its operation, with the equipment and processes being used by the City, regardless of chemical or organic content.
 3. Any yard waste or brush.

SECTION IV

OPERATING RULES:

- a) The City may promulgate and amend from time to time reasonable regulations for the operation of the waste management facility, the conduct of the drivers and others on the waste management facility premises, the routes and manner of transportation of solid waste over the City's streets and any other matter necessary or desirable for the safe and efficient operation of the waste management facility. The County agrees to abide by these regulations.
- b) The City must refuse disposal of any waste prohibited to be taken by this Agreement or to any applicable law, regulation, rule or order, even if only a part of the waste load is non-conforming. The County shall inspect all waste at the place of collection and remove any unacceptable waste before transporting it to the waste management facility. The City shall also inspect to determine whether the waste is conforming or non-conforming. The City shall immediately notify waste generator of the introduction of said non-conforming waste into the waste management facility. Waste generator shall have a reasonable opportunity to dispose of only such waste as is unacceptable hereunder and under law and for all reasonable expenses incurred by the City to remove unacceptable waste disposed of in the waste management facility by Waste Generator.
- c) All the waste shall be weighed, or its volume determined by the City, which determination shall be conclusive on the parties.
- d) If the County's vehicle should become incapacitated on the waste management facility, the City may move the vehicle but is not required to do so. The County's driver or agent shall make any necessary physical connections. The City shall have no liability for damage to the County's vehicle or property while moving. The City shall have the right to obtain contract aid at the expense of the County.

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

SECTION V

SOLID WASTE TESTING:

The County shall have any waste other than municipal solid waste and those other wastes specifically allowed by Section VI of this contract, tested with all requisite tests in an independent, certified laboratory acceptable to the City to determine if there is present any hazardous waste or pollution abatement waste which violate the Hazardous Waste Management Regulations as the same are promulgated from time to time by the Virginia Department of Environmental Quality-Waste Division, (currently designated 9 VAC 20-60-12 et seq.) If there is hazardous waste or pollution abatement waste present or it exhibits hazardous characteristics, the waste must be excluded. The waste shall also be adequately tested for leachability in the same laboratory. If the waste is leachable, additional tests will be performed to determine the total concentrations of all parameters listed on Addendum I, page 5, 6 and 7, as amended from time to time, of the City of Bristol, Virginia's Industrial Wastewater Discharge Permit 013. A copy of current Addendum I is attached hereto as Exhibit A. If any of these concentrations exceed the limits established by the permit, City, at its sole discretion, shall determine if the waste shall be excluded.

- a) The City reserves the right to reject any wastes that it deems unmanageable in its operation, regardless of its chemical or physical character.
- b) The County shall pay all costs associated with any test and with the redirection of any rejected waste.

SECTION VI

DELIVERY OF WASTE:

The County agrees:

- a) To not deliver any hazardous or other prohibited waste as set forth hereinabove.
- b) To deliver only solid waste which conforms to all then applicable federal, state and local laws, regulations, rules and orders relating to the transportation and disposal of waste, including City's facility permit. Said solid waste may consist of municipal solid waste and the following:
 1. White goods except those containing refrigerants or equipped with compressors
 2. Industrial Waste
 3. Wood waste other than yard waste and brush
 4. Special Waste as permitted by Virginia Solid Waste Management Regulations, Part V, Solid Waste Disposal Facility Standards, 9 VAC 20-80-250.C.16.x.
- c) To deliver waste completely containerized to prevent the escape of litter, liquids or odor. Vehicles failing to maintain this standard will be denied admittance to the waste management facility.

SECTION VII

FEE STRUCTURE:

For the initial term of this Agreement, the cost per ton for municipal and other permitted types of waste shall be based upon the following schedule plus the current DEQ fee (currently \$0.15):

Municipal Solid Waste:

\$ 16.55 per Ton	October 1, 2018 through September 30, 2019
\$ 16.80 per Ton	October 1, 2019 through September 30, 2020
\$ 17.05 per Ton	October 1, 2020 through September 30, 2021

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

\$ 17.30 per Ton October 1, 2021 through September 30, 2022
\$ 17.55 per Ton October 1, 2022 through September 30, 2023

Tire Disposal:

Tires in waste stream: \$ 2.00 per Tire

Tires per load: Cost plus \$15.00 per Ton

Current cost to City is \$90.00 per Ton.

No oversized tires will be accepted.

Tonnage:

There is no minimum tonnage to be disposed of by the County under this Agreement.

Payment shall be due within thirty days from receipt of an invoice from the City. If the County's account is sixty (60) days past due the City shall have the option to terminate this Agreement (other than payment obligations), or temporarily suspend disposal privileges until the account is brought current. The City may modify such payment policies (not to include fees except as here provided), from time to time upon thirty (30) days written notice to the County. If any federal or state tax or fee is imposed on the City for the operation of the waste management facility or on the City for the activities of the County or his subcontractor, then said costs shall be paid by the County upon notice of such change or addition to existing fees.

SECTION VIII

- a) The County shall carry, at a minimum, insurance as listed below:
 1. Auto liability - \$1 million minimum
 2. Worker's compensation - statutory limits
 3. General liability - \$1 million aggregate / \$1 million each occurrence
- b) The County shall have the City named as an additional insured on all liability insurance policies, and shall include the City as an additional insured on increased coverage whenever the County deems the increased coverage necessary. All insurance policies shall require sixty (60) days written notice to the City of cancellation, nonrenewable or significant changes in coverage.
- c) The County shall maintain a current certificate of insurance on file with the City that indicates the limits of the insurance and shows the City as an additional insured.
- d) The County's failure to maintain this insurance and the certificates, shall be a material breach of this contract.

SECTION X

INDEMNIFICATION:

The County agrees to indemnify and hold harmless the City, its officers, agents and employees from any claims and damages, whether at law or in equity, arising from or caused by the County's sole negligence through the use of any materials, goods or equipment of any kind or nature furnished by the City and/or any services of any kind or nature furnished by the City, provided that such liability is not attributable to the sole negligence of the City or through failure of the City to use the materials, goods or equipment in a manner as directed by the County.

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

The City agrees to indemnify and hold harmless the County, its officers, agents and employees from any claims and damages, whether at law or in equity, arising from or caused by the City's sole negligence through the use of any materials, goods or equipment of any kind or nature furnished by the County and/or any services of any kind or nature furnished by the County, provided that such liability is not attributable to the sole negligence of the County or through failure of the County to use the materials, goods or equipment in a manner as directed by the City.

Nothing herein shall be deemed as a waiver of either party's sovereign immunity to the extent that such immunity is applicable in any future dispute.

SECTION XI

INDEPENDENT CONTRACTOR:

The County shall select the means, method and manner of performing the services it provides. Nothing is intended or should be construed as creating a relationship of co-partners between the parties hereto or as making the County an agent, representative or employee of the City. The County is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The County represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the County or other persons while engaged in the performance of any work or services required by the County under this Agreement shall have no contractual relationship with the City except as specifically set forth in this Agreement, and shall not be considered employees of the City. Any and all claims that may arise under the Unemployment Compensation Act or the Worker's Compensation Act of the Commonwealth of Virginia on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the County, its officers, agents, contractors or employees shall in no way be the responsibility of the City. The County shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

SECTION XII

FAILURE TO PERFORM:

Neither party hereto shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, including but not limited to strikes or other labor disputes, riots, civil disturbance or sabotage, fires, floods, explosions, accidents, weather or acts of God affecting either party hereto. In the event of any of the circumstances listed in the preceding sentence or if any federal, state or local court or authority takes any action which would (i) close or restrict operations at the waste management facility, (ii) limit the quantity or prohibit the disposal of the waste at the waste management facility, or (iii) limit the ability of or prohibit the County from delivering waste to the waste management facility, the City shall have the right at its option, to reduce, suspend or terminate the County's access to the waste management facility immediately, without prior notice and without any additional liabilities between the parties.

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

SECTION XIII

ASSIGNMENT:

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other. Such written consent shall not be unreasonably withheld.

SECTION XIV

MISCELLANEOUS:

- a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- b) The laws of the Commonwealth of Virginia shall govern this Agreement.
- c) No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.
- d) No modification, release, discharge or waiver of any provision hereof shall be of any force or effect unless in writing, signed by all parties to this Agreement.
- e) If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.
- f) During the performance of this contract, the County agrees as follows:
 1. The County will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the county. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The County, in all solicitations or advertisements for employees placed by or on behalf of the County, will state that the County is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 4. The County will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- g) During the performance of this contract, the County agrees to (i) provide a drug-free workplace for the County's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the County's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the County that the County maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

SECTION XV

WASTE GENERATOR SOURCE AND INDEPENDENT CONTRACTOR CONTRACTS:

The County does hereby covenant and agree to provide to and keep on file with the City a manifest listing all current sources and types, e.g. MSW, commercial, etc., of solid waste, by jurisdiction, i.e. county, city or town, that are transported to the City's waste management facility. The County shall also provide the City with copies of contracts with any and all independent contractors whom the County may engage to transport solid waste to the City's waste management facility.

SECTION XVI

OBLIGATIONS OF THE COUNTY'S SUBCONTRACTOR(S):

All obligations of the County shall also be made the obligation of any subcontractor employed by the County to collect and/or transport waste to the City's waste management facility. The County shall include the imposition of these obligations upon any such independent subcontractor in its contract with the County, including a specific obligation that the City be named an additional insured in any insurance policies required and carried by the independent subcontractor.

SECTION XVII

NOTICES:

Any notices concerning this Agreement shall be sent to the following persons at the address indicated. Notices to the City shall be sent to:

City of Bristol, Virginia, Office of the City Manager
300 Lee Street, Bristol, Virginia 24201.

Notices to the County shall be sent to:

Smyth County, Virginia, Office of the County Administrator
121 Bagley Circle, Suite 100, Marion, VA 24354

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

WITNESS the signatures and seals of the parties the day, month and year first above written.

CITY OF BRISTOL, VIRGINIA

BY: _____
Randall C. Eads, Interim City Manager

ATTEST: _____
Nicole Storm, City Clerk

**STATE OF VIRGINIA
CITY OF BRISTOL**

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by Randall C. Eads, City Manager on behalf of the City of Bristol, Virginia, a Virginia
Municipal Corporation.

Notary Public
My Commission Expires _____

2018 Solid Waste Disposal Agreement
City of Bristol – Smyth County

WITNESS the signatures and seals of the parties the day, month and year first above written.

SMYTH COUNTY, VIRGINIA

BY: _____
Print Name & Title:

ATTEST: _____
Print Name & Title:

STATE _____
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____ on behalf of Smyth County, Virginia a political
subdivision of the Commonwealth of Virginia.

Notary Public
My Commission Expires _____

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.

Item #2: It is the Committee's recommendation to award the bid for the purchase of a Yard Truck to Berry Iron and Metal at the cost of \$20,000.00.

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

NAYS: None.

ABSTAINERS: None.

ABSENT: North Fork District Supervisor Phil Stevenson.


 9/11/2018 7:25 PM Supervisor Comment Time:

Rye Valley District Supervisor Rick K. Blevins stated it was nice to have Mr. Call back in the meeting.

Atkins District Supervisor Charles Atkins stated he felt it was a good meeting and the discussions that had taken place were productive.

Chilhowie District Supervisor R. Curtis Rhea clarified the comments concerning the Economic position and stated that Michael Carter, County Administrator was doing a good job, but an assistant was needed to aid in the position. Mr. Rhea also stated he would like for everyone to be thoughtful of the people working for the County and the job they are doing.

Saltville District Supervisor Roscoe D. Call stated he had received a request by a convenience station attendant to purchase a magnet to pick up nails and other debris that may be around the trash container.

 9/11/2018 7:29 PM Meeting adjourned.



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

PROCLAMATION

WHEREAS, the County of Smyth, Virginia recognizes the importance of providing safe, loving and permanent homes and families through adoption; and

WHEREAS, there are more than 100,000 children in foster care in the United States awaiting adoption and over 5,000 children in the Commonwealth of Virginia in foster care awaiting their forever families;

WHEREAS to help these children find permanent, nurturing families through education and to celebrate those that have found their forever families the Bristol/Washington/Smyth Best Practice Court Team will host the third annual Adoption Day Celebration for the 28th Judicial District on National Adoption Day, Saturday, November 17, 2018; and

NOW, THEREFORE, the County of Smyth, does hereby proclaim November 17, 2018, as

NATIONAL ADOPTION DAY

and encourages all citizens to join us in this worthy observance.

This Proclamation was adopted on the ____ day of ____ 2018.

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Saltville District
Roscoe D Call

North Fork District
Phil Stevenson

Chilhowie District
R. Curtis Rhea

Park District
M. Todd Dishner

Atkins District
Charles Atkins

Royal Oak District
Judy Wyant

Rye Valley District
Rick K Blevins

**Resolution of the Board of Supervisors of the County of Smyth, Virginia
Pursuant To Virginia Code Section 37.2-504.A.11
Authorizing Mount Rogers Community Services Board
To Incur a Borrowing Obligation**

RESOLUTION

WHEREAS, the County of Smyth, Virginia (the "County"), with the Counties of Bland, Carroll, Grayson, and Wythe, Virginia, and the City of Galax, established Mount Rogers Community Services Board ("MRCSB") as required by Section 37.2-500 of the *Code of Virginia, 1950, as amended* ("Code of Virginia"); and

WHEREAS, Section 37.2-504.A.11 of the *Code of Virginia* permits community services boards ("CSBs") to apply for and accept loans as authorized by the governing body of each city or county that established it; and

WHEREAS, Sections 37.2-508 and 37.2-608 of the *Code of Virginia* and *State Board Policy 4018* establish the annual *Community Services Performance Contract* as the primary accountability and funding mechanism between the Department of Behavioral Health and Developmental Services ("DBHDS") and each CSB; and

WHEREAS, DBHDS has included in the *FY 2019 Community Services Performance Contract*, in Exhibit J (Other CSB Accountability Requirements), section E (Financial Management), regarding financial management, a section that states *the CSB shall maintain an operating reserve of funds sufficient to cover at least two months of personnel and operating expenses*;

WHEREAS, MRCSB's personnel and operating expenses are budgeted at approximately \$61 million including regional/special project/restricted funds, and \$56 million excluding regional/special project/restricted funds, in the original budget for Fiscal Year 2019;

WHEREAS, two months of MRCSB's personnel and operating expenses based on the Fiscal Year 2019 original budget approximate \$10.2 million including regional/special project/restricted funds, and \$9.3 million excluding regional/special project/restricted funds;

WHEREAS, a line of credit of two months of personnel and operating expenses would total approximately \$10 million;

WHEREAS, the Board of Directors ("Board") of MRCSB has determined that it is necessary and desirable to obtain a line of credit in an amount up to that necessary to cover two months of personnel and operating expenses ("LOC Financing");

WHEREAS, by resolution, the Boards of Supervisors of the Counties of Carroll, Bland, Grayson, Smyth, and Wythe, Virginia, and the City Council of the City of Galax have been requested to authorize the Board to establish an LOC Financing of up to \$10 million; and

WHEREAS, a financial institution or other credit-granting entity will be requested to extend a line of credit commitment of up to \$10 million to MRCSB; and

WHEREAS, MRCSB's Executive Director, staff, and Board have determined that, in order to ensure compliance with the *FY 2019 Community Services Performance Contract*, Exhibit J (Other CSB

Accountability Requirements), section E (Financial Management), establishing an LOC Financing of up to \$10 million is prudent; and

WHEREAS, MRCSB seeks the County's authorization solely to meet the statutory requirement for governing body approval; and

WHEREAS, an LOC Financing of up to \$10 million will enable MRCSB to continue carrying out governmental activities in connection with its mental health, developmental disabilities, and substance use disorder services in the Counties of Carroll, Bland, Grayson, Smyth, and Wythe, Virginia, and the City of Galax; and

WHEREAS, MRCSB and the County understand and agree that no payments will be requested by MRCSB from the County in connection with any repayments of borrowings on the LOC Financing and that the LOC Financing will not constitute a debt or pledge of the full faith and credit of the County and will not impose any liability on the County, nor is the requested authorization a guarantee of the LOC Financing on the part of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF SMYTH, VIRGINIA:

1. That pursuant to the requirement of Section 37.2-504.A.11 of the *Code of Virginia*, authorization is hereby given to MRCSB for the above described LOC Financing of up to \$10 million to be applied for and accepted by MRCSB on the terms and conditions of the documents required by the Lender to evidence and secure the LOC Financing, and such authorization shall include any and all modifications to and refundings or refinancings of the LOC Financing (other than any modification which would increase the principal amount of the LOC Financing in excess of the amounts set forth herein).

2. The authorization of the above described LOC Financing of up to \$10 million to be applied for and accepted by MRCSB does not constitute an endorsement to the Lender of the creditworthiness of MRCSB nor is it a guarantee of the LOC Financing. Furthermore, the County shall not be obligated to pay nor to guarantee any debt incurred by MRCSB as a result of the LOC Financing to be applied for and accepted by MRCSB, nor any interest or other costs associated therewith. Accordingly, no debt of MRCSB shall constitute a debt or pledge of the faith and credit of the County, and the taxing power of the County shall not be pledged thereto.

3. This Resolution shall take effect immediately upon its adoption.

Adopted at the regular meeting of the Board of Supervisors of the County of Smyth, Virginia held on September 11, 2018.

Signed by _____
M. Todd Dishner, Chair of the Board

Date _____

Attested by _____
Michael Carter, County Administrator

Date _____

A meeting of the Smyth County Appointment Committee was held at the County Office Building on Monday, September 24, 2018 at 3:30 P.M.

Committee Members Present: Rye Valley District Supervisor Rick K. Blevins, Chair
Park District Supervisor M. Todd Dishner
Chilhowie District Supervisor, R. Curtis Rhea (entered meeting at 3:55)

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

Others Present: Approximately 25 citizens

Chairman, Rye Valley District Supervisor Rick K. Blevins called the meeting to order at 3:42 pm.

Chairman, Rye Valley District Supervisor Rick K. Blevins informed the committee of several appointments that needed to be made as shown below:

- Mt. Rogers Community Services Board Appointment
*Mr. Burton resigned and his term was set to expire December 31, 2018
- New River/Mt. Rogers Workforce Development Board
- CPMT Parent Representative

The Committee discussed the above-mentioned appointments with no recommendation being made. The Committee will continue to reach out to those in the Community that may be interested to fill the appointments.

- Library Board Appointment
*Mr. Burton resigned and his term was set to expire June 30, 2021

Charles Overbay, Mac Buchanan, Margaret Linford, Susan Rutherford, Frances Detwiller, Marvin Leslie, Chester Cole, and David Helms all spoke in support of having 7 members on the Smyth County Public Library Board, asking for each District to have representation.

Robb Farmer, Director, Smyth County Public Library spoke expressing his support for the Library, it's staff and the citizens of Smyth County.

Park District Supervisor M. Todd Dishner made a motion to recommend appointing Jane Tate to fill the remainder of Mr. Burton's appointment on the Smyth County Public Library Board. Chilhowie District Supervisor R. Curtis Rhea seconded the motion and all agreed unanimously.

With nothing further to discuss, Chairman Rye Valley District Supervisor Rick K. Blevins adjourned the meeting at 4:10 P.M.

A meeting of the Smyth County Budget Committee was held at the County Office Building on Monday, September 24, 2018 at 4:00 P.M.

Committee Members Present:

Park District Supervisor M. Todd Dishner, Chairman
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

Others Present:

1 Citizen

Chairman, Park District Supervisor M. Todd Dishner called the meeting to order at 4:12 P.M.

Michael Carter, County Administrator presented a request that has been received from the Konnarock-Green Cove-Laurel Valley Association for a refund of the festival permit that had been requested. The festival had to be cancelled due to weather, and the Association has requested a refund of the \$200.00. Mr. Carter informed the Committee an advertisement had been placed in the Smyth County News and Messenger for the Permit, at a cost of \$138.00. After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend refunding the difference of the cost for the permit minus the cost for the advertisement, in the amount of \$62.00 to the Konnarock-Green Cove-Laurel Valley Association. Rye Valley District Supervisor Rick K. Blevins seconded the motion. All agreed unanimously.

Scott Simpson, Assistant County Administrator presented two (2) agreements, as shown attached for the Back of the Dragon Overlook Project. With the approval of the agreements, the project would move into the construction phase. All costs associated with this project are grant funded with 80% from VDOT, and 20% from the Tobacco Commission.

Rye Valley District Supervisor Rick K. Blevins made a motion to recommend approving the agreements as presented for the Back of the Dragon Overlook Project. Chilhowie District Supervisor R. Curtis Rhea seconded the motion. All agreed unanimously.

Scott Simpson, Assistant County Administrator presented a budget transfer request as shown below for the Solid Waste Department, to allow for the purchase of two trucks needed to haul the solid waste.

From:	To:	Amount:
001-031040-9000 (Capital Outlay)	001-042030-3026 (SW Truck)	\$99,630.00
001-042030-1001 (Salaries)	001-042030-3026 (SW Truck)	\$13,800.00
001-042030-2005 (Hosp & Medical)	001-042030-3026 (SW Truck)	\$7,200.00
001-042030-5406 (Fuel)	001-042030-3026 (SW Truck)	\$5,000.00
001-042030-5408 (Vehicle Supply)	001-042030-3026 (SW Truck)	\$5,000.00

001-011010-9008 (Emergency Fund)	001-042030-3026 (SW Truck)	\$17,830.00
001-035050-7011(Emergency Mgmt. Fund)	001-042030-3026 (SW Truck)	\$9,000.00
001-081020-1001 (Salaries & Wages)	001-042030-3026 (SW Truck)	<u>\$22,000.00</u>
Total:		\$179,460.00

Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend approving the budget transfer request as presented for the Solid Waste Department in the amount of \$179,460. Rye Valley District Supervisor Rick K. Blevins seconded the motion. All agreed unanimously.

At 4:36 p.m. Chairman Park District Supervisor M. Todd Dishner adjourned the meeting.

**ENGINEER'S ESTIMATE OF PROBABLE PROJECT COSTS
ROUTE 16 BACK OF HTE DRAGON OVERLOOK IMPROVEMENTS**

Smyth County, VA
VDOT#: EN16-086-801 UPC#: 109250
Federal Project #: TAP-086-1 (058)

Date: 21 September 2018
JN: 31548

PRELIMINARY ENGINEERING PHASE				
Surveying	\$	14,400.00		
Environmental Document	\$	9,450.00		
Engineering / Design	\$	68,650.00		
Geotechnical Investigation	\$	3,350.00		
VDOT Review Fees ³	\$	3,000.00		
CONTRACTED PE PHASE COSTS	\$	98,850.00		
RIGHT OF WAY PHASE				
Right of Way ²	\$	1,600.00		
Utility Relocation	\$	1,600.00		
CONTRACTED RW PHASE COSTS	\$	3,200.00		
CONSTRUCTION PHASE				
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	1	LS	\$ 39,916.63	\$ 39,916.63
CONSTRUCTION SURVEY	1	LS	\$ 8,000.00	\$ 8,000.00
CLEARING & GRUBBING	1	LS	\$ 2,800.00	\$ 2,800.00
EARTHWORK	1	LS	\$ 45,000.00	\$ 45,000.00
AGGR. BASE MATL. TYPE 1 NO. 21B	158	TON	\$ 40.00	\$ 6,320.00
CG-12 DETECTABLE WARNING SURFACE	3	SY	\$ 500.00	\$ 1,500.00
FHWA T-2 GUARDWALL (DOUBLE SIDED)	951	VSF	\$ 300.00	\$ 285,300.00
CRUSHER RUN AGGR. NO. 25	29	TON	\$ 30.00	\$ 870.00
CEMENT CONCRETE SIDEWALK 4"	87	SY	\$ 120.00	\$ 10,440.00
6" STONE CURB	150	LF	\$ 85.00	\$ 12,750.00
MAINT. OF TRAFFIC	1	LS	\$ 20,000.00	\$ 20,000.00
ASPHALT CONCRETE TY. SM-9.5A	50	TON	\$ 125.00	\$ 6,250.00
ASPHALT CONCRETE TY. BM-25.0	99	TON	\$ 110.00	\$ 10,890.00
RUSTIC GUARDRAIL	25	LF	\$ 50.00	\$ 1,250.00
RELOCATE EXISTING GATE	1	EA	\$ 2,500.00	\$ 2,500.00
REMOVE EXISTING GUARDRAIL	50	LF	\$ 20.00	\$ 1,000.00
PERMANENT SEEDING	1	LS	\$ 3,000.00	\$ 3,000.00
CONSTRUCTION ENTRANCE	1	EA	\$ 3,500.00	\$ 3,500.00
TEMP. SILT FENCE TYPE A	405	LF	\$ 4.00	\$ 1,620.00
RELOCATE EXISTING SIGN	3	EA	\$ 1,500.00	\$ 4,500.00
SIGN PANEL	84	SF	\$ 75.00	\$ 6,300.00
SIGN POST WOOD 4" X 4"	6	EA	\$ 100.00	\$ 600.00
TY. B CL. VI PAVE. LINE MARKING 4"	83	LF	\$ 5.00	\$ 415.00
CONCRETE CLASS A3	1	CY	\$ 800.00	\$ 800.00
NS CONCRETE	5	CY	\$ 900.00	\$ 4,500.00
INFORMATION SIGN	1	EA	\$ 8,000.00	\$ 8,000.00
CONCRETE PARKING BLOCKS	3	EA	\$ 150.00	\$ 450.00
TRASH CAN	1	EA	\$ 2,500.00	\$ 2,500.00
BACK OF THE DRAGON OVERLOOK SIGN	1	EA	\$ 12,000.00	\$ 12,000.00
PICNIC TABLE	1	EA	\$ 2,500.00	\$ 2,500.00
SUB-TOTAL CONSTRUCTION COSTS			\$	505,471.63
BIDDING SERVICES				
Bidding Assistance ¹	\$	4,100.00		
CONTRACTED BIDDING COSTS	\$	4,100.00		
CONSTRUCTION IMPLEMENTATION				
Construction Contract Administration	\$	31,165.00		
Construction Inspection	\$	50,700.00		
Materials Testing	\$	7,500.00		
Contingency (10%)	\$	59,893.00		
VDOT Construction Oversight ³	\$	3,500.00		
ESTIMATED CONSTRUCTION PHASE COSTS	\$	662,329.63		
TOTAL ESTIMATED PROJECT COSTS (PE, RW, & CN)				
TOTAL ESTIMATED PROJECT COSTS	\$	764,379.63		

¹ Bidding Services were procured with Preliminary Engineering Services.

² Right of Way Services include production of plats and were procured under additional Task Order.

³ VDOT fees are estimated

⁴ Daily Inspection Services are estimated based on hourly rates

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS A Task under the Term Contract Agreement between Hurt & Proffitt and Smyth County, VA dated 12 February 2014, with extension through 12 February 2017, the effective date of this Task is 30 August 2018 ("Effective Date") between Smyth County, VA ("Owner") and Hurt & Proffitt, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Rt. 16 Back of the Dragon Scenic Overlook Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Contract Administration Services. ("Services"). *See Exhibit A for a detailed scope of services and Exhibit B for a summary of scope items, fees, and schedule.*

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: *See Exhibit B for a detailed project schedule and fee summary.*
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$31,165.
2. In addition to the Lump Sum amount, N/A

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional/Optional Services:* For Additional or Optional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional or Optional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional or Optional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or

reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 - Engineer's Hourly Rates, Exhibit A – Scope of Services, Exhibit B – Project Schedule & Estimated Fees.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.


Owner:

Engineer Hurt & Proffitt, Inc.

By: _____

By: _____

Print
name:
Title:
Date
Signed: _____

Print 
name: J. Michael Johnson
Title: Project Manager
Date
Signed: 30 August 2018

Engineer License or Firm's Certificate No. (if required): 0407004805

State of: Virginia

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

1861 Pratt Dr. Suite 1100
Blacksburg, VA 24060

mjohnson@handp.com

This is **Appendix 1, Engineer's Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated December 19, 2016.

Engineer's Hourly Rates

Average Hourly Labor Rates by Classification
Back of the Dragon Overlook
Smyth County, Virginia
Anderson & Associates, Inc.
Fed ID # 54-1035891

Year 1

Position	Direct Avg. Hourly Rate	Salary Escalation	Total Direct Labor	Overhead	Fee	FCOC	Billing Rate
		1.50%		220.23%	12%	0.32%	
Sr. Project Manager	\$43.15	\$0.65	\$43.80	\$96.46	\$13.46	\$0.14	\$153.86
Survey Manager	\$39.74	\$0.60	\$40.34	\$88.84	\$12.39	\$0.13	\$141.70
Project Manager	\$36.73	\$0.55	\$37.28	\$82.10	\$11.45	\$0.12	\$130.95
Senior Engineer	\$29.02	\$0.44	\$29.46	\$64.88	\$9.05	\$0.09	\$103.48
Party Chief	\$20.48	\$0.31	\$20.79	\$45.79	\$6.39	\$0.07	\$73.04
Survey Technician	\$15.58	\$0.23	\$15.81	\$34.82	\$4.86	\$0.05	\$55.54
Project Engineer	\$24.16	\$0.36	\$24.52	\$54.00	\$7.53	\$0.08	\$86.13
Project Surveyor	\$27.28	\$0.41	\$27.69	\$60.98	\$8.51	\$0.09	\$97.27
CADD Technician	\$20.10	\$0.30	\$20.40	\$44.93	\$6.27	\$0.07	\$71.67
Structural Engineer	\$52.61	\$0.79	\$53.40	\$117.60	\$16.40	\$0.17	\$187.57
Environmental Scientist	\$24.12	\$0.36	\$24.48	\$53.91	\$7.52	\$0.08	\$85.99

Year 2 (Optional)

Position	Direct Avg. Hourly Rate	Salary Escalation	Total Direct Labor	Overhead	Fee	FCOC	Billing Rate
		3.00%		220.23%	12%	0.32%	
Sr. Project Manager	\$43.80	\$1.31	\$45.11	\$99.35	\$13.86	\$0.14	\$158.46
Survey Manager	\$40.34	\$1.21	\$41.55	\$91.51	\$12.76	\$0.13	\$145.95
Project Manager	\$37.28	\$1.12	\$38.40	\$84.57	\$11.80	\$0.12	\$134.89
Senior Engineer	\$29.46	\$0.88	\$30.34	\$66.82	\$9.32	\$0.10	\$106.58
Party Chief	\$20.79	\$0.62	\$21.41	\$47.15	\$6.58	\$0.07	\$75.21
Survey Technician	\$15.81	\$0.47	\$16.28	\$35.85	\$5.00	\$0.05	\$57.18
Project Engineer	\$24.52	\$0.74	\$25.26	\$55.63	\$7.76	\$0.08	\$88.73
Project Surveyor	\$27.69	\$0.83	\$28.52	\$62.81	\$8.76	\$0.09	\$100.18
CADD Technician	\$20.40	\$0.61	\$21.01	\$46.27	\$6.45	\$0.07	\$73.80
Structural Engineer	\$53.40	\$1.60	\$55.00	\$121.13	\$16.90	\$0.18	\$193.21
Environmental Scientist	\$24.48	\$0.73	\$25.21	\$55.52	\$7.74	\$0.08	\$88.55

Year 3 (Optional)

Position	Direct Avg. Hourly Rate	Salary Escalation	Total Direct Labor	Overhead	Fee	FCOC	Billing Rate
		3.00%		220.23%	12%	0.32%	
Sr. Project Manager	\$45.11	\$1.35	\$46.46	\$102.32	\$14.27	\$0.15	\$163.20
Survey Manager	\$41.55	\$1.25	\$42.80	\$94.26	\$13.15	\$0.14	\$150.35
Project Manager	\$38.40	\$1.15	\$39.55	\$87.10	\$12.15	\$0.13	\$138.93
Senior Engineer	\$30.34	\$0.91	\$31.25	\$68.82	\$9.60	\$0.10	\$109.77
Party Chief	\$21.41	\$0.64	\$22.05	\$48.56	\$6.77	\$0.07	\$77.45
Survey Technician	\$16.28	\$0.49	\$16.77	\$36.93	\$5.15	\$0.05	\$58.90
Project Engineer	\$25.26	\$0.76	\$26.02	\$57.30	\$7.99	\$0.08	\$91.39
Project Surveyor	\$28.52	\$0.86	\$29.38	\$64.70	\$9.03	\$0.09	\$103.20
CADD Technician	\$21.01	\$0.63	\$21.64	\$47.66	\$6.65	\$0.07	\$76.02
Structural Engineer	\$55.00	\$1.65	\$56.65	\$124.76	\$17.40	\$0.18	\$198.99
Environmental Scientist	\$25.21	\$0.76	\$25.97	\$57.19	\$7.98	\$0.08	\$91.22

Direct Expenses:

Per Diem: \$41.00/day Meals & \$83.00/day Lodging, or as allowed by VDOT Regulations
(tax and surcharges will be billed for reimbursement in addition to the per diem limit)

Mileage: \$0.54/mile or as allowed by VDOT Regulations

Other charges for direct costs (Copies, Mailings, etc.) not in the scope of services will be billed at cost

Appendix 1, Standard Hourly Rates Schedule.

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and American Society of Civil Engineers. All rights reserved.

Category	Name
Sr. Project Manager	Littlejohn, Jessica Williams, Jason
Survey Manager	Martin, Neil A.
Project Manager	McGuire, Jay
Senior Engineer	Johnson, Jeremy Keenan, John
Party Chief	Clark, Mark Whetzel, Jon
Survey Technician	Hutchison, Daniel Mason, Matthew
Project Engineer	Fagan, Andrew Mannon, Eli
Project Surveyor	Lewis, Justin Shelor, Ronnie
CADD Technician	Allen, Matt Krantz, Adam Sharp, Christopher E.
Structural Engineer	Brock, Chris Miller, Don
Environmental Scientist	Kmetz, Nicole

Exhibit A – Scope of Services
30 August 2018

A. Scope of Services

The Back of the Dragon overlook on Route 16 is in the final stages of approval and the County will begin right of way acquisition immediately. With Hurt & Proffitt already contracted to perform Bidding Phase services, the County is looking for us to represent them through the Construction Phase.

Based on this understanding of the project, we propose the following services:

1. Construction Phase Services

- Assist with Contracting.
- Conduct a pre-construction conference and prepare minutes.
- Respond to requests for information and review shop submittals.
- Prepare up to 2 change orders to account for existing site conditions and changes to the proposed work.
- Conduct up to 3 monthly site visits and progress meetings with the contractor during construction to review completed construction and requested progress payment requests.
- Maintain a materials notebook throughout construction and prepare final submittal for VDOT upon final completion.
- Conduct a substantial completion walkthrough and prepare a punch list of work to be completed prior to final completion.
- Conduct a final completion walkthrough with VDOT and additional stakeholders and make recommendations for final payment and project closeout.

2. Project Administration Services

- Perform Project Administration services on behalf of the Owner as outlined in the LAP manual for compliance with Federal and State funding requirements, including EEO compliance interviews, and documentation, reimbursement submittals to VDOT, project progress updates, and certified payroll verifications.

B. Client's Responsibilities

The following items are specifically excluded from this contract and will be considered the responsibility of the Client or others designated by the Client. These items may or may not be required for completion of the project and are listed here solely to indicate that they are not included in this contract. Many of these items can be provided by Anderson & Associates, Inc. as additional services at our normal hourly rates or under separate lump sum contract.

1. Payment of all review, connection, and permit fees.
2. Legal services for plats, easements, or contract review.
3. Formal meetings and presentations with regulatory personnel, except as specifically described in the Scope of Services above.
4. Compensation for travel time and expenses for attendance at meetings not specifically mentioned in the scope of services above.
5. Testing of earthwork and excavation by a certified soils engineer or testing laboratory.
6. All other services not specifically mentioned in the Scope of Services above.

Engineering Fee Estimate and Schedule for
Back of the Dragon Overlook Contract Administration Services
Smyth County, Virginia
 30 August 2018

ID	Task Name	Cost	Duration	2018	2019
0	31827 - BACK OF THE DRAGON OVERLOOK CONSTRUCTION SERVICES	\$31,165.00	181 days		
1	1 Perform Construction Administration (6 months)	\$24,955.00	181 days		
2	1.1 Prepare Agreement and Insurance Requirements	\$630.00	5 days		
3	1.2 Prepare Notice to Proceed	\$220.00	5 days		
4	1.3 Conduct Pre-Construction Conference	\$1,000.00	1 day		
5	1.4 Respond to Requests for Information	\$1,180.00	44 days		
6	1.5 Review Shop Drawings/Submittals	\$3,175.00	44 days		
7	1.6 Prepare Change Orders (2 Included)	\$3,500.00	132 days		
8	1.7 Conduct 3 Monthly Progress Meetings/Minutes	\$2,850.00	46 days		
9	1.8 Review 6 Monthly Payment Requests	\$1,710.00	111 days		
10	1.9 Conduct Substantial Completion Walkthrough/Prepare Punch List	\$1,880.00	4 days		
11	1.10 Conduct Final Completion Walkthrough	\$1,560.00	1 day		
12	1.11 Compile Materials Notebook	\$5,850.00	99 days		
13	1.12 Project Close Out	\$1,400.00	22 days		
14	2 Perform Project Administration Services	\$6,210.00	143 days		
15	2.1 Perform EEO Compliance Interviews	\$1,170.00	143 days		
16	2.2 Certified Payroll Verifications	\$1,300.00	143 days		
17	2.3 Process Reimbursement Submittals	\$2,640.00	143 days		
18	2.4 Provide Project Progress Updates	\$1,100.00	143 days		

Hurt & Proffitt, Inc.

MATERIALS TESTING
\$ 7,500
INSPECTION
NTE \$50,700

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS A Task under the Term Contract Agreement between Hurt & Proffitt and Smyth County, VA dated 12 February 2014, with extension through 12 February 2017, the effective date of this Task is 21 September 2018 ("Effective Date") between Smyth County, VA ("Owner") and Hurt & Proffitt, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Rt. 16 Back of the Dragon Scenic Overlook Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Contract Administration Services. ("Services"). See Exhibit A for a detailed scope of services and Exhibit B for a summary of scope items, fees, and schedule.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: *See Exhibit B for a detailed project schedule and fee summary.*
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. Materials Testing Services: Lump Sum amount of \$7,500.
2. Part Time Inspection Services: To be paid on an hourly basis at \$65 per hour. We have estimated the budget for part time inspection services to be \$50,700 based on a six month construction schedule at 30 hours per week at \$65 per hour. Should the construction schedule or anticipated inspection efforts exceed this estimate, we will obtain approval from the County for additional budget prior to any additional work.

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional/Optional Services:* For Additional or Optional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional or Optional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional or Optional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the

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same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1 - Engineer's Hourly Rates, Exhibit A – Scope of Services, Exhibit B – Project Schedule & Estimated Fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.


Owner:

Engineer Hurt & Proffitt, Inc.

By: _____

By: _____

Print
name: _____

Print 
name: J. Michael Johnson

Title: _____

Title: Project Manager

Date _____

Date _____

Signed: _____

Signed: 21 September 2018

Engineer License or Firm's Certificate No. (if required): 0407004805

State of: Virginia

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

1861 Pratt Dr. Suite 1100
Blacksburg, VA 24060

mjohnson@handp.com

This is **Appendix 1, Engineer's Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated December 19, 2016.

Engineer's Hourly Rates

Average Hourly Labor Rates by Classification

Back of the Dragon Overlook

Smyth County, Virginia

Anderson & Associates, Inc.

Fed ID # 54-1035891

Year 1

Position	Direct Avg. Hourly Rate	Salary Escalation 1.50%	Total Direct Labor	Overhead 220.23%	Fee 12%	FCOC 0.32%	Billing Rate
Sr. Project Manager	\$43.15	\$0.65	\$43.80	\$96.46	\$13.46	\$0.14	\$153.86
Survey Manager	\$39.74	\$0.60	\$40.34	\$88.84	\$12.39	\$0.13	\$141.70
Project Manager	\$36.73	\$0.55	\$37.28	\$82.10	\$11.45	\$0.12	\$130.95
Senior Engineer	\$29.02	\$0.44	\$29.46	\$64.88	\$9.05	\$0.09	\$103.48
Party Chief	\$20.48	\$0.31	\$20.79	\$45.79	\$6.39	\$0.07	\$73.04
Survey Technician	\$15.58	\$0.23	\$15.81	\$34.82	\$4.86	\$0.05	\$55.54
Project Engineer	\$24.16	\$0.36	\$24.52	\$54.00	\$7.53	\$0.08	\$86.13
Project Surveyor	\$27.28	\$0.41	\$27.69	\$60.98	\$8.51	\$0.09	\$97.27
CADD Technician	\$20.10	\$0.30	\$20.40	\$44.93	\$6.27	\$0.07	\$71.67
Structural Engineer	\$52.61	\$0.79	\$53.40	\$117.60	\$16.40	\$0.17	\$187.57
Environmental Scientist	\$24.12	\$0.36	\$24.48	\$53.91	\$7.52	\$0.08	\$85.99

Year 2 (Optional)

Position	Direct Avg. Hourly Rate	Salary Escalation 3.00%	Total Direct Labor	Overhead 220.23%	Fee 12%	FCOC 0.32%	Billing Rate
Sr. Project Manager	\$43.80	\$1.31	\$45.11	\$99.35	\$13.86	\$0.14	\$158.46
Survey Manager	\$40.34	\$1.21	\$41.55	\$91.51	\$12.76	\$0.13	\$145.95
Project Manager	\$37.28	\$1.12	\$38.40	\$84.57	\$11.80	\$0.12	\$134.89
Senior Engineer	\$29.46	\$0.88	\$30.34	\$66.82	\$9.32	\$0.10	\$106.58
Party Chief	\$20.79	\$0.62	\$21.41	\$47.15	\$6.58	\$0.07	\$75.21
Survey Technician	\$15.81	\$0.47	\$16.28	\$35.85	\$5.00	\$0.05	\$57.18
Project Engineer	\$24.52	\$0.74	\$25.26	\$55.63	\$7.76	\$0.08	\$88.73
Project Surveyor	\$27.69	\$0.83	\$28.52	\$62.81	\$8.76	\$0.09	\$100.18
CADD Technician	\$20.40	\$0.61	\$21.01	\$46.27	\$6.45	\$0.07	\$73.80
Structural Engineer	\$53.40	\$1.60	\$55.00	\$121.13	\$16.90	\$0.18	\$193.21
Environmental Scientist	\$24.48	\$0.73	\$25.21	\$55.52	\$7.74	\$0.08	\$88.55

Year 3 (Optional)

Position	Direct Avg. Hourly Rate	Salary Escalation 3.00%	Total Direct Labor	Overhead 220.23%	Fee 12%	FCOC 0.32%	Billing Rate
Sr. Project Manager	\$45.11	\$1.35	\$46.46	\$102.32	\$14.27	\$0.15	\$163.20
Survey Manager	\$41.55	\$1.25	\$42.80	\$94.26	\$13.15	\$0.14	\$150.35
Project Manager	\$38.40	\$1.15	\$39.55	\$87.10	\$12.15	\$0.13	\$138.93
Senior Engineer	\$30.34	\$0.91	\$31.25	\$68.82	\$9.60	\$0.10	\$109.77
Party Chief	\$21.41	\$0.64	\$22.05	\$48.56	\$6.77	\$0.07	\$77.45
Survey Technician	\$16.28	\$0.49	\$16.77	\$36.93	\$5.15	\$0.05	\$58.90
Project Engineer	\$25.26	\$0.76	\$26.02	\$57.30	\$7.99	\$0.08	\$91.39
Project Surveyor	\$28.52	\$0.86	\$29.38	\$64.70	\$9.03	\$0.09	\$103.20
CADD Technician	\$21.01	\$0.63	\$21.64	\$47.66	\$6.65	\$0.07	\$76.02
Structural Engineer	\$55.00	\$1.65	\$56.65	\$124.76	\$17.40	\$0.18	\$198.99
Environmental Scientist	\$25.21	\$0.76	\$25.97	\$57.19	\$7.98	\$0.08	\$91.22

Direct Expenses:

Per Diem: \$41.00/day Meals & \$83.00/day Lodging, or as allowed by VDOT Regulations
(tax and surcharges will be billed for reimbursement in addition to the per diem limit)

Mileage: \$0.54/mile or as allowed by VDOT Regulations

Other charges for direct costs (Copies, Mailings, etc.) not in the scope of services will be billed at cost

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

Category	Name
Sr. Project Manager	Littlejohn, Jessica Williams, Jason
Survey Manager	Martin, Neil A.
Project Manager	McGuire, Jay
Senior Engineer	Johnson, Jeremy Keenan, John
Party Chief	Clark, Mark Whetzel, Jon
Survey Technician	Hutchison, Daniel Mason, Matthew
Project Engineer	Fagan, Andrew Mannon, Eli
Project Surveyor	Lewis, Justin Shelor, Ronnie
CADD Technician	Allen, Matt Krantz, Adam Sharp, Christopher E.
Structural Engineer	Brock, Chris Miller, Don
Environmental Scientist	Kmetz, Nicole

Exhibit A – Scope of Services
21 September 2018

A. Scope of Services

The Back of the Dragon overlook on Route 16 is in the final stages of approval and the County will begin right of way acquisition immediately. With Hurt & Proffitt already contracted to perform Bidding Phase services, the County is looking for H&P to provide part time inspection and Quality Assurance materials testing.

Based on this understanding of the project, we propose the following services:

1. Inspection and Testing Services

- Provide part time inspection for required construction activities as an hourly service.
- Provide quality assurance materials testing.

B. Client's Responsibilities

The following items are specifically excluded from this contract and will be considered the responsibility of the Client or others designated by the Client. These items may or may not be required for completion of the project and are listed here solely to indicate that they are not included in this contract. Many of these items can be provided by Anderson & Associates, Inc. as additional services at our normal hourly rates or under separate lump sum contract.

1. Payment of all review, connection, and permit fees.
2. Legal services for plats, easements, or contract review.
3. Formal meetings and presentations with regulatory personnel, except as specifically described in the Scope of Services above.
4. Compensation for travel time and expenses for attendance at meetings not specifically mentioned in the scope of services above.
5. Testing of earthwork and excavation by a certified soils engineer or testing laboratory.
6. All other services not specifically mentioned in the Scope of Services above.

Engineering Fee Estimate and Schedule for
Back of the Dragon Overlook Construction Inspection Services
 Smyth County, Virginia
 21 September 2018

ID	Task Name	May	Jun	2018	Jul	Aug	Sep	Oct	Nov	Dec	Jan
0	31827 - BACK OF THE DRAGON OVERLOOK PART TIME INSPECTION SERVICES										
1	1 Perform Construction Inspection and Testing (6 months)										
2	1.1 Provide Quality Assurance Materials Testing		6/18								12/18
3	1.2 Provide Part Time Inspection (Hourly)		6/18								12/18

Hurt & Proffitt, Inc.

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

Committee Members Present:

Rye Valley District Supervisor Rick K. Blevins, Acting Chair
Chilhowie District Supervisor R. Curtis Rhea

Staff Members Present:

Michael Carter, County Administrator
Kelly Woods, Administrative Assistant
Scott Simpson, Assistant County Administrator
Jeff Campbell, County Attorney

Others Present:

Tom Burkett, Treasurer
Jeff Richardson, Commissioner of Revenue
Becky Kress

Acting Chairman, Rye Valley District Supervisor Rick K. Blevins called the meeting to order at 3:36 P.M.

A motion was made by Chilhowie District Supervisor R. Curtis Rhea to enter into closed session under Code of Virginia, Section 2.2-3711 – **A.7** Legal; discussion with legal counsel and staff pertaining to actual or probable litigation. All agreed unanimously.

It was moved by Chilhowie District Supervisor R. Curtis Rhea, to adopt the following resolution certifying the business conducted in closed session as follows. All agreed unanimously.

**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.

Chilhowie District Supervisor R. Curtis Rhea made a motion to allow staff to seek an appraisal for an undisclosed parcel of land as discussed during closed session. All agreed unanimously.

Michael Carter, County Administrator presented a Budget Amendment request as shown attached (#1) by the Sheriff's Department. The Sheriff is requesting funds be placed into Fund 744-Special Investigation to allow for overtime pay as shown below. Funds will be totally reimbursed by the DEA.

<u>Expense</u>	<u>Amount</u>
744-011010-1001 (Salaries and Wages)	\$5,000.00
744-011010-2001 (FICA)	\$383.00
 <u>Revenue</u>	 <u>Amount</u>
744-010000-0006 (Other Revenue)	\$5,383.00

Chilhowie District Supervisor R. Curtis Rhea made a motion to approve the Budget Amendment as requested by the Sheriff's Department. All agreed unanimously.

Michael Carter, County Administrator presented a budget transfer request as shown below for the Sheriff's Department. The Department has vacancy savings from the Compensation Board that can be utilized for vehicle expenses and maintenance.

From:	To:	Amount:
001-021070-1001 (Salaries)	001-021070-5408(Vehicle Maint.)	\$4,520.00

Scott Simpson, Assistant County Administrator presented an update concerning the financing for the Solid Waste trucks with BB&T. During a previous Budget Committee meeting, members had asked if there was a way to terminate the financing for the trucks, due to being able to make the purchase within the FY18-19 Budget. Mr. Simpson stated that he had contacted BB&T, and the loan has closed but the option exists for the County to pay off the loan at a cost of \$2,794.01. After discussion, Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend paying off the loan with BB&T for the Solid Waste Trucks of \$206,460.00 with administrative costs to be \$2,794.01. All agreed unanimously.

Mr. Simpson then updated the Committee concerning project savings that were available from the Adwolfe Sewer Project. After all final payments, there is a recognized savings of \$20,220.92 from the project that can be used to purchase equipment. Staff is recommending to allow for the purchase of a new pick-up truck for the Water/Sewer Department. The last pickup truck purchased by the County had a cost of \$23,624.00, therefore it is estimated an additional \$4,000.00 would be needed. Utilization of savings within the FY18-19 Budget will be used to complete the purchase of the truck. This item was discussed by the Water/Sewer Committee on Tuesday, October 2, 2018, with the Committee agreeing with staff's recommendation to purchase a new pick up truck.

Chilhowie District Supervisor R. Curtis Rhea made a motion to recommend allowing the use of the savings from the Adwolfe Sewer Project in the amount of \$20,922.92 to purchase a truck for the Water/Sewer Department, with any additional funds needed to come from cost savings within the FY18-19 budget. All agreed unanimously.

At 4:58 p.m. Acting Chairman Rye Valley District Supervisor Rick K. Blevins adjourned the meeting.



Sheriff's Office of Smyth County

819 MATSON DRIVE • MARION, VIRGINIA 24354
PHONE (276) 782-4056 • FAX (276) 782-4058

B.C. "Chip" SHULER
Sheriff

October 2, 2018

Michael Carter, County Administrator
Smyth County Board of Supervisors
121 Bagley Circle, Suite 100
Marion, VA 24354

Dear Michael:

I am writing to follow up on our conversation this morning regarding a new line item for funds to be reimbursed to Smyth County by the Drug Enforcement Agency (DEA). These funds will be used to pay overtime worked by Lt. L.S. Prater, Smyth County Sheriff's Office who is now a sworn member of the DEA Task Force. I apologize for not including this line in my FY 2018/2019 Budget as this opportunity just become available for my Office. The line will need to have a \$5000.00 amount available and again the funds are totally reimbursed by DEA for overtime payment to Lt. Prater.

I am excited to be participating with the DEA Task Force as this is another tool for us to combat the drug situation in Smyth County. If you need any additional from me please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "B.C. Shuler", is written over a horizontal line.

Sheriff B.C. "Chip" Shuler
FBINA 234

BCS



Sheriff's Office of Smyth County

819 MATSON DRIVE • MARION, VIRGINIA 24354
PHONE (276) 782-4056 • FAX (276) 782-4058

B.C. "Chip" SHULER
Sheriff

October 1, 2018

Mike Carter, County Administrator
Smyth County Board of Supervisors
121 Bagley Circle, Suite 100
Marion, VA 24354

Dear Mike:

Our office has \$4,519.96 in our Compensation Board budget for office expenses. (See Fund Transfer Request Form). We are allowed to spend this sum for various things, including vehicle expenses/maintenance. I can only request reimbursement from the Compensation Board as I incur the expenses.

I am requesting the Board of Supervisors transfer the total sum of \$4,519.96 out of line 001-021070-1001 into the Sheriff's Office Fund 001, into line item 021070-5408.

I will pull down money for the vehicle expenses to have it reimbursed to the county as we incur these expenses.

Sincerely,

A handwritten signature in black ink, appearing to read "BCSh", followed by a horizontal line.

B.C. Shuler

BCB/km

Enclosure

FUND TRANSFER REQUEST

	ACTUAL	PENDING FROM	AVAILABLE	PENDING TO	AFTER
VACANCY SAVINGS...	4519.96	4519.96	0.00		0.00
TEMPORARY EMPLOYEE	12686.00	0.00	12686.00	0.00	12686.00
OFFICE EXPENSES...	4520.12	0.00	4520.12	4519.96	9040.08
TOTALS:	21726.08	4519.96	17206.12	4519.96	21726.08

REQUEST

TO:	FROM VACANCY SAVINGS	FROM TEMP EMPLOYEE	FROM OFFICE EXPENSES
TMP EMP			
OFF EXP	4519.96		
EQUIP			

OFFICER APPROVAL 10/01/2018	ID: SCBCE1	SHULER/KVM
CB APPROVAL	ID:	

FUND TRANSFER SUCCESSFUL

0027 = Key not supported by this emulation

A meeting of the Smyth County Board of Supervisors Building and Grounds Committee was held at the County Office Building on Tuesday, October 2, 2018 at 4:00 p.m.

Committee Members Present:

North Fork District Supervisor Phil Stevenson, Chair
Rye Valley District Supervisor Rick K. Blevins
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

North Fork District Supervisor Phil Stevenson, Chairman called the meeting to order at 4:12 p.m.

Michael Carter, County Administrator informed the Committee the appraisal for the Cornerstone Building had been completed and is on file inside the County Administrator's Office. A full copy is available for anyone who wishes to review it. After discussion of the options that may be available for the use of the Cornerstone Building, Saltville District Supervisor Roscoe D. Call made a motion to allow staff to solicit sealed bids for the sale of the Cornerstone Building, with the option to reject any and all bids if necessary. Rye Valley District Supervisor Rick K. Blevins seconded the motion. All agreed unanimously.

Mr. Carter updated the Committee concerning the Morrison Building and stated the appraisal for the building is pending retention of an appraiser by the State of Virginia. Mr. Carter will continue to update the Committee concerning the lease and/or option to buy the Morrison Building as information is provided by the State of Virginia. The Committee discussed the process that is being taken by staff concerning the lease and other options for the Morrison Building and expressed they are pleased with the way the situation is being handled.

Tina Combs, Maintenance Superintendent updated the Committee concerning each facility, stating there are no major problems, and each building is in working order.

Scott Simpson, Assistant County Administrator reviewed the Property Valuation Report as shown attached (#1). After review and discussion, Rye Valley District Supervisor Rick K. Blevins made a motion to recommend accepting the Property Valuation Report as presented with the exception of the Riverside Community Center, suggesting a stated value of \$500,000.00 for that facility. Saltville District Supervisor Roscoe D. Call seconded the motion. All agreed unanimously.

Having no other business to discuss, Chairman, North Fork District Supervisor Phil Stevenson adjourned the meeting at 4:36 pm.

Property Valuation Report For



Metis

**Smyth
County**



VACORP

Metis Services, Inc.; on behalf of VACORP

**Offered by:
Metis Services, Inc.
1315 Franklin Rd, SW
Roanoke, VA 24016
844-986-2705**

Site Visit Date: March 14, 2018



TABLE OF CONTENTS

PROLOGUE

	Page
• Opening Remarks	3
• Report Scope	3
• Valuation Methodology	4-5
• Conditions and Assumptions	5
• Required Action	6
• Section I Overview	6
• Section II Overview	6
• Questions & Comments	6-7

SECTION I – PROPERTY VALUATIONS

8-18

SECTION II – STATEMENT OF VALUES

19-20



Opening Remarks

This report is presented in order to provide Smyth County a valuation of selected Structures, Contents, and Electronic Data Equipment. The information contained herein has been collected through physical site visits, Member interviews, and use of the Total Component Methodology. Our report is intended to be used by Smyth County to help identify the Replacement Cost Value of the identified properties; however, the contents herein are our opinion, and the ultimate decision and responsibility of placing value on these structures relies on Smyth County. The report is not to be used for any other purpose other than that which is established above.

Report Scope

For the purposes of this report we have classified property as Buildings, Business Personal Property (contents) and Electronic Data Processing (EDP) equipment. If there is any other classification of properties, we have excluded them from this document.

Buildings: We performed interior and exterior inspections of the buildings we were assigned to value. We identified major building components and recorded the square footage of each building. Through the use of physical measurements, review of provided blueprints, or via discussion with the property owner, we were able to gather the necessary information to determine size and function of the buildings we visited.

Business Personal Property: The contents are valued in aggregate per building. We performed a physical walk-through of the building and notated contents data based on concentration of the building's use as well as quality of those items. We placed the collected data into statistical modeling to determine the value of the contents in the individual structure. Classification of buildings such as administration, utility, recreation, garage, schools, etc. was used as part of our process to establish values. Our physical inspection of the building determined the need to account for above or below average contents densities, in which case we adjusted the aggregate value against the information provided by the statistical data models. In addition to, or replacement of, the aforementioned we conducted interviews with the Member to assist with the valuation of contents.

Electronic Data Processing: Metis defines EDP as any type of equipment with semiconductors and microprocessors. EDP includes computers, network communication systems, telephone systems, radio systems, network copiers, point of sale equipment, 911 systems and fingerprinting machines.

Exclusions: Asset classifications not included in the scope of this report include, but are not limited to: infrastructure, land or its improvements, records, consumables, stored items, spare parts, fine art, mobile equipment, communication towers, contractor's equipment and property not owned by the Member.



Valuation Methodology

For the purpose of this report, we have relied on the Cost Approach for our valuation methodology, which considers the current cost of reproducing or replacing an asset. The new reproduction/replacement cost of the valued building asset is estimated on the basis of current labor and material prices. This methodology also takes into account allowances for overhead, profit, and provisions for professional and engineering fees, as well as other miscellaneous costs.

The valuation of contents and electronic data processing equipment (EDP) is acquired from a variety of sources; this includes historical data, physical inspection assessments, modeling (building type, size and occupancy calculations), property owner interviews, vendor or manufacture information or other third-party sources relevant to their expertise and special knowledge about the contents or EDP being evaluated. The information provided to us by these sources is received in good faith and believed to be reliable. However, due to the nature of this method, we do not express an affirmative opinion about the information provided by others and make no representation as to the accuracy or completeness of the information we've received from them. We reserve the right to adjust the valuation if a more accurate set of information is determined.

Total Component Methodology

We have constructed this report using Total Component Methodology (TCM) to determine a building's value. TCM software was used starting with the location of the building being valued to account for the climatic, seismic zone and high wind zone requirements of the building. All three of these location-sensitive issues ultimately have an effect on a building's design and value. We have used each building's postal code on which to establish proper labor rates and material costs.

The construction type of the building determines the structure of the building. This information dictates the framing system to be used as well as the structural floors and roof. When combined with the occupancy type of the building, the information completes the Total Component Methodology used in this report.

This approach to valuation utilizes the modeling concept to its fullest. In general terms, a model is an emulation or imitation of a collection of statistical data. The models used for this valuation are a compilation of research-based assumptions that represent the physical and aesthetic characteristics of a particular building occupancy and construction type. The set of building components that comprise a model are representative in kind, quality, and quantity of those items commonly found in a specific structure.



Reconstruction Cost

These models and methods are used to arrive at the Reconstruction Cost reflected in this report, which is the cost to replicate the building being valued, at current prices, using like kind and quality materials, construction standards, design/layout, quality of workmanship, and for the same building use. Reconstruction costs also include a number of site-specific and process-related costs that are experienced when rebuilding after a loss.

Conditions and Assumptions

Unless otherwise stated in the report, the following assumptions and limiting conditions apply to the service performed:

- **Report Date**

The information contained in this report is effective as of the date of our physical site visit. Any changes, alterations, or adjustments made to the property by the Member, third-parties, or as a result of natural events after the date of our visit are not the responsibility of Metis; further, we have no duty to document such subsequent deviations in this report. We performed our site visit on March 14, 2018.

- **Information From Third-Party Sources**

As part of our process during physical visits, site or Member management provided information on operational data for the structures, which could have included, but were not limited to structure value, materials, equipment, resale value, condition, or other elements of the location. While gathering information and assembling this report, we presume that any data supplied to us by any outside source are reliable; however, we have not sought additional verification.

- **Title and Compliance**

Our investigation did not include any research on property titles or outstanding liabilities that might exist. We did not conduct research into any governmental, zoning, or regulations as part of our report. Our information is presented with the assumption that property use and all boundaries are uncontested. Any inspection or determination of these items is beyond the scope of this report.

- **Distribution**

This report is meant solely for the use of the Member and VACORP. Any other use by or distribution to other parties is not intended. Further, the information contained herein is not to be used by third-parties as part of their operations, nor is this meant for those parties to rely on this report for any purpose.



PROLOGUE

Required Action

Please review and return a signed copy of Section II – Statement of Values. If information such as building name or address is incorrect, please mark corrections directly on the report, sign and email to sbrown@riskprograms.com. If you have questions about the report or the appraised values, please let us know.

Section I - Property Valuations

Section I provides a snap-shot description of each location being evaluated and monetary figures for each location; including the buildings, business personal property and electronic data processing equipment. Please note the properties included in this report for valuation were selected via the direction of the Member Services Department.

Section II – Statement of Values

This portion of the report provides a summary of the data contained within Section I in a spreadsheet format. This section should be reviewed and amended (if necessary) and then returned to the Member Services Department with the Member's signature.

Questions and Comments

VACORP contracted with a Metis Services, Inc., to visit your properties and review their covered values. We completed this report to establish the replacement cost for your properties so that you and VACORP both feel comfortable with the valuation.

Metis Services considered buildings valued at \$250,000 or greater but did not consider water tanks, signs, fencing, lighting, bleachers, outdoor tracks, and modular buildings.

Attached is the valuation report listing the valued buildings along with historical and updated values of the buildings, contents, and EDP.

Upon your approval of this report, VACORP will use these new property values in the event of a loss. Your updated statement of values will be available for the 2017-2018 renewal.

VACORP is happy to provide this member service and appreciates your assistance and cooperation during this project.



PROLOGUE

Thank you for reviewing and returning Section II of this document within the next 10 business days.

Service Provider / Member Services Department for VACORP:

Risk Management Programs, Inc.
1315 Franklin Road SW
Roanoke, VA 24016

(844) 986-2705 Toll Free Telephone

Member Services Manager – Stephanie Brown – email: sbrown@riskprograms.com

Member Services Director – Stephanie Heintzleman – email: sheintzleman@riskprograms.com



Section I

Property Valuations

Member Name: Smyth County Member #: 083
Location: 5 Building: Riverside Comm. Center-County
Building: 1 Address: Route 645, Riverside, VA 24416
Coordinates: 36.760502, -81.632349

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$2,248,500.00
Building Actual Cash Value:	\$1,570,500.00
Contents Replacement Cash Value:	\$0.00
EDP Replacement Cash Value:	\$0.00
Contents & EDP Total:	\$0.00
Total Replacement Cash Value:	\$2,248,500.00

General

Year Built:	1940
GSF:	15,788
Stories:	2
Occupancy:	Community Center
Renovation:	No Date:

Construction

ISO Class:	ISO 2 - Masonry
Roof:	Shingles, Asphalt
Exterior:	Brick on Masonry
Heating:	Steam/Hot Water w/Radiators
Cooling:	Heat Pump

Protection

Fire Alarm: ☐ Manual ☐ Auto ☐ Both ☒ None
Sprinkler: ☐ Yes ☒ No %:
Security System: ☐ Yes ☒ No ☐ CCTV ☐ Recorded on site

Miscellaneous

Vacant:	Yes
Building Condition:	Average
Roof Condition:	Average
Roof Age:	20+ Years

Special Comments:

Member Name:	Smyth County		Member #: 083
Location:	7	Building:	Morison Office Building
Building:	1	Address:	121 Bagley Circle, Marion, VA 24354
Coordinates:	36.833279, -81.513285		

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$12,819,000.00
Building Actual Cash Value:	\$8,460,500.00
Contents Replacement Cash Value:	\$1,490,000.00
EDP Replacement Cash Value:	\$491,000.00
Contents & EDP Total:	\$1,981,000.00
Total Replacement Cash Value:	\$14,800,000.00

General

Year Built:	1953
GSF:	66,408
Stories:	4
Occupancy:	Office
Renovation:	Yes Date: Various

Construction

ISO Class:	ISO 4 - Steel Frame
Roof:	Slate
Exterior:	Brick on Masonry
Heating:	Boiler & Piping only
Cooling:	ed Water, w/Air Handling Units

Protection

Fire Alarm:	<input type="checkbox"/> Manual	<input type="checkbox"/> Auto	<input checked="" type="checkbox"/> Both	<input type="checkbox"/> None
Sprinkler:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	%:	
Security System:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> CCTV	<input type="checkbox"/> Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average
Roof Condition:	Average
Roof Age:	20+ Years

Special Comments:



Section I

Property Valuations

Member Name: Smyth County Member #: 083
Location: 20 Building: Courthouse-County
Building: 1 Address: 109 West Main Street, Marion, VA 24354
Coordinates: 36.832987, -81.520207

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$21,922,500.00
Building Actual Cash Value:	\$16,442,500.00
Contents Replacement Cash Value:	\$2,087,000.00
EDP Replacement Cash Value:	\$726,000.00
Contents & EDP Total:	\$2,813,000.00
Total Replacement Cash Value:	\$24,735,500.00

General

Year Built:	1905
GSF:	83,599
Stories:	3
Occupancy:	Courthouse
Renovation:	Yes Date: 2017

Construction

ISO Class:	ISO 2 - Masonry
Roof:	Copper
Exterior:	Brick on Masonry
Heating:	Rooftop Unit
Cooling:	Rooftop Unit

Protection

Fire Alarm: ☐ Manual ☐ Auto ☒ Both ☐ None
Sprinkler: ☒ Yes ☐ No %: 100
Security System: ☒ Yes ☐ No ☒ CCTV ☒ Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average
Roof Condition:	Average
Roof Age:	1 - 5 Years

Special Comments: Previous valuation did not include extensive addition/remodel completed in 2015/2017. Most recent aerial imagery is from 2013 and does not show site as it is today. Historical data for EDP not available.

Member Name:	Smyth County		Member #: 083
Location:	24	Building:	New Parking Structure
Building:	1	Address:	109 East Court Street, Marion, VA 24354
Coordinates:	36.833822, -81.519431		

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$1,545,000.00
Building Actual Cash Value:	\$1,236,000.00
Contents Replacement Cash Value:	\$0.00
EDP Replacement Cash Value:	\$0.00
Contents & EDP Total:	\$0.00
Total Replacement Cash Value:	\$1,545,000.00

General

Year Built:	2012
GSF:	33,000
Stories:	2
Occupancy:	Parking Structure
Renovation:	No Date:

Construction

ISO Class:	6 - Reinforced Concrete Frame
Roof:	None
Exterior:	ete, Poured-in-Place, 7" to 10"
Heating:	None
Cooling:	None

Protection

Fire Alarm:	<input type="checkbox"/> Manual	<input type="checkbox"/> Auto	<input type="checkbox"/> Both	<input checked="" type="checkbox"/> None
Sprinkler:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	%	
Security System:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> CCTV	<input type="checkbox"/> Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average

Special Comments:



Section I

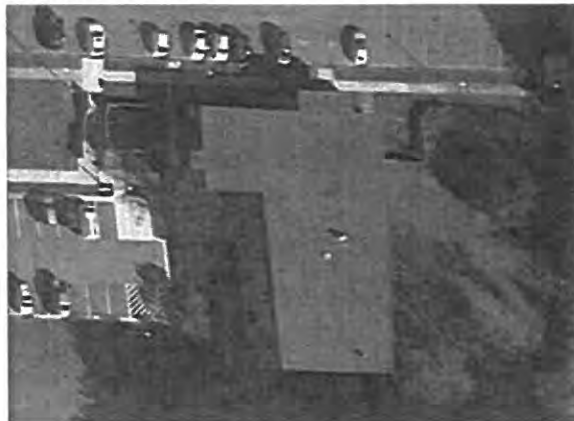
Property Valuations

Member Name: Smyth County Member #: 083
Location: 25 Building: Health Dept.-County
Building: 1 Address: 201 Francis Marion Lane, Marion, VA 24354
Coordinates: 36.852925, -81.503603

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value: \$2,244,000.00
Building Actual Cash Value: \$1,750,500.00
Contents Replacement Cash Value: \$0.00
EDP Replacement Cash Value: \$0.00
Contents & EDP Total: \$0.00
Total Replacement Cash Value: \$2,244,000.00

General

Year Built: 1979
GSF: 15,778
Stories: 2
Occupancy: Office
Renovation: No Date:

Construction

ISO Class: ISO 4 - Steel Frame
Roof: Single-Ply Membrane
Exterior: Brick on Masonry
Heating: Forced Warm Air
Cooling: ed Water, w/Air Handling Units

Protection

Fire Alarm: ☐ Manual ☐ Auto ☒ Both ☐ None
Sprinkler: ☐ Yes ☒ No %:
Security System: ☒ Yes ☐ No ☐ CCTV ☐ Recorded on site

Miscellaneous

Vacant: Yes
Building Condition: Average
Roof Condition: Average
Roof Age: 6 - 10 Years

Special Comments: All Contents/EDP are owned by agencies other than County.



Section I

Property Valuations

Member Name: Smyth County Member #: 083
Location: 30 Building: Library Smyth Bland Joint
Building: 1 Address: 118 S Sheffey St, Marion, VA 24354
Coordinates: 36.831211, -81.521212

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$3,676,000.00
Building Actual Cash Value:	\$2,977,500.00
Contents Replacement Cash Value:	\$1,457,000.00
EDP Replacement Cash Value:	\$289,500.00
Contents & EDP Total:	\$1,746,500.00
Total Replacement Cash Value:	\$5,422,500.00

General

Year Built:	1979
GSF:	20,354
Stories:	2
Occupancy:	Library
Addition:	Yes Date: 1989

Construction

ISO Class:	ISO 4 - Steel Frame
Roof:	Single-Ply Membrane
Exterior:	Brick on Masonry
Heating:	Heat Pump
Cooling:	Heat Pump

Protection

Fire Alarm: ☐ Manual ☐ Auto ☒ Both ☐ None
Sprinkler: ☒ Yes ☐ No %: 100
Security System: ☒ Yes ☐ No ☐ CCTV ☐ Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average
Roof Condition:	Average
Roof Age:	1 - 5 Years

Special Comments:



Section I

Property Valuations

Member Name: Smyth County Member #: 083
Location: 31 Building: Cornerstone Bldg
Building: 1 Address: 115 North Church Street, Marion, VA 24354
Coordinates: 36.833674, -81.519753

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$486,500.00
Building Actual Cash Value:	\$272,500.00
Contents Replacement Cash Value:	\$0.00
EDP Replacement Cash Value:	\$0.00
Contents & EDP Total:	\$0.00
Total Replacement Cash Value:	\$486,500.00

General

Year Built:	1950
GSF:	4,000
Stories:	2
Occupancy:	House/Office
Renovation:	Yes Date: Various

Construction

ISO Class:	ISO 1 - Frame
Roof:	Shingles, Asphalt
Exterior:	Siding, Vinyl
Heating:	Heat Pump
Cooling:	Heat Pump

Protection

Fire Alarm: ☐ Manual ☐ Auto ☐ Both ☒ None
Sprinkler: ☐ Yes ☒ No %:
Security System: ☐ Yes ☒ No ☐ CCTV ☐ Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average
Roof Condition:	Average
Roof Age:	20+ Years

Special Comments:

Member Name:	Smyth County		Member #: 083
Location:	32	Building:	E911 Center/Sheriffs Office
Building:	1	Address:	819 Matson Drive, Marion, VA 24354
Coordinates:	36.826016, -81.509295		

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$2,720,500.00
Building Actual Cash Value:	\$2,320,000.00
Contents Replacement Cash Value:	\$781,000.00
EDP Replacement Cash Value:	\$115,500.00
Contents & EDP Total:	\$896,500.00
Total Replacement Cash Value:	\$3,617,000.00

General

Year Built:	1985
GSF:	17,000
Stories:	1
Occupancy:	Sheriff/911
Renovation:	Yes Date: 2011

Construction

ISO Class:	ISO 2 - Masonry
Roof:	Steel
Exterior:	EIFS on Masonry
Heating:	Heat Pump
Cooling:	Heat Pump

Protection

Fire Alarm:	<input type="checkbox"/> Manual <input type="checkbox"/> Auto <input checked="" type="checkbox"/> Both <input type="checkbox"/> None
Sprinkler:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No %: 65
Security System:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CCTV <input type="checkbox"/> Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average
Roof Condition:	Average
Roof Age:	6 - 10 Years

Special Comments: Previous valuation did not include extensive remodel/addition completed in 2011. Historical data for contents/EDP not available.



Section I

Property Valuations

Member Name: Smyth County Member #: 083
Location: 40 Building: Konnarock Community Center
Building: 1 Address: 6535 Whitetop Rd, Troutdale, VA 24378
Coordinates: 36.673150, -81.605516

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$713,500.00
Building Actual Cash Value:	\$521,000.00
Contents Replacement Cash Value:	\$59,500.00
EDP Replacement Cash Value:	\$8,500.00
Contents & EDP Total:	\$68,000.00
Total Replacement Cash Value:	\$781,500.00

General

Year Built:	1980
GSF:	5,232
Stories:	1
Occupancy:	Community Center
Renovation:	No Date:

Construction

ISO Class:	ISO 1 - Frame
Roof:	Shingles, Asphalt
Exterior:	Brick on Frame
Heating:	Heat Pump
Cooling:	Heat Pump

Protection

Fire Alarm:	<input type="checkbox"/> Manual <input checked="" type="checkbox"/> Auto <input type="checkbox"/> Both <input type="checkbox"/> None
Sprinkler:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No %:
Security System:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> CCTV <input type="checkbox"/> Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average
Roof Condition:	Average
Roof Age:	20+ Years

Special Comments:

Member Name:	Smyth County		Member #:	083
Location:	42	Building:	Waste Transfer Station	
Building:	1	Address:	1042 Hwy 107, Chilhowie, VA 24319	
Coordinates:	36.811113, -81.698234			

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$832,000.00
Building Actual Cash Value:	\$661,500.00
Contents Replacement Cash Value:	\$31,500.00
EDP Replacement Cash Value:	\$0.00
Contents & EDP Total:	\$31,500.00
Total Replacement Cash Value:	\$863,500.00

General

Year Built:	1990
GSF:	9252
Stories:	1
Occupancy:	Waste Transfer Station
Renovation:	No Date:

Construction

ISO Class:	ISO 3 - Pre-Engineered Metal
Roof:	Steel
Exterior:	Siding, Metal or Other on Girts
Heating:	Electric Baseboard or Wall Unit
Cooling:	None

Protection

Fire Alarm:	<input type="checkbox"/> Manual	<input type="checkbox"/> Auto	<input type="checkbox"/> Both	<input checked="" type="checkbox"/> None
Sprinkler:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	%	
Security System:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> CCTV	<input type="checkbox"/> Recorded on site

Miscellaneous

Vacant:	No
Building Condition:	Average
Roof Condition:	Average
Roof Age:	20+ Years

Special Comments:



Metis

Section I

Property Valuations

Member Name: Smyth County

Member #: 083

Location: 43

Building: Animal Shelter at Maint Shop

Building: 1

Address: 287 Fox Valley Rd, Marion, VA 24354

Coordinates: 36.814877, -81.618919

Photo 1 - Front



Photo 2 - Aerial



Valuation Summary

Building Replacement Cash Value:	\$478,000.00
Building Actual Cash Value:	\$373,000.00
Contents Replacement Cash Value:	\$54,000.00
EDP Replacement Cash Value:	\$1,500.00
Contents & EDP Total:	\$55,500.00
Total Replacement Cash Value:	\$533,500.00

General

Year Built:	1990
GSF:	4892
Stories:	1
Occupancy:	Animal Shelter
Renovation:	No Date:

Construction

ISO Class:	ISO 2 - Masonry
Roof:	Shingles, Asphalt
Exterior:	Concrete Block, Split Face
Heating:	Forced Warm Air
Cooling:	Heat Pump

Protection

Fire Alarm:	<input type="checkbox"/> Manual <input type="checkbox"/> Auto <input type="checkbox"/> Both <input checked="" type="checkbox"/> None
Sprinkler:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No %:
Security System:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> CCTV <input type="checkbox"/> Recorded on site

Miscellaneous

Vacant	No
Building Condition	Average
Roof Condition	Average
Roof Age	20+ Years

Special Comments:



Metis

Smyth County
083

Section II

Statement of Values

LOC #	BLDG #	BUILDING NAME	BUILDING ADDRESS	STATUS	HISTORICAL BUILDING RCV	HISTORICAL CONTENTS RCV	HISTORICAL EDP RCV	NEW BUILDING RCV	NEW CONTENTS RCV	NEW EDP RCV	NOTES
5	1	Riverside Comm. Center-County	Route 645, Riverside, VA 24416	V	\$400,000	\$0	\$0	\$2,248,500	\$0	\$0	
7	1	Morrison Office Building	121 Bagley Circle, Marion, VA 24354	O	\$12,625,600	\$1,210,000	\$100,000	\$12,819,000	\$1,490,000	\$491,000	
20	1	Courthouse-County	109 West Main Street, Marion, VA 24354	O	\$20,640,800	\$1,100,000		\$21,922,500	\$2,087,000	\$726,000	
24	1	New Parking Structure	109 East Court Street, Marion, VA 24354	O	\$1,500,000	\$0		\$1,545,000	\$0	\$0	
25	1	Health Dept.-County	201 Francis Marion Lane, Marion, VA 24354	O	\$1,978,700	\$110,100	\$20,000	\$2,244,000	\$0	\$0	
30	1	Library Smyth Bland Joint	118 S Sheffey St, Marion, VA 24354	O	\$3,656,500	\$1,449,200	\$34,000	\$3,676,000	\$1,457,000	\$289,500	
31	1	Cornerstone Bldg	115 North Church Street, Marion, VA 24354	O	\$463,700	\$0	\$0	\$486,500	\$0	\$0	
32	1	E911 Center/Sheriffs Office	819 Matson Drive, Marion, VA 24354	O	\$2,750,000	\$325,000		\$2,720,500	\$781,000	\$115,500	
40	1	Konnarock Community Center	6535 Whitetop Rd, Troutdale, VA 24378	O	\$601,900	\$50,200	\$7,000	\$713,500	\$59,500	\$8,500	
42	1	Waste Transfer Station	1042 Hwy 107, Chilhowie, VA 24319	O	\$803,800	\$30,100	\$0	\$832,000	\$31,500	\$0	
43	1	Animal Shelter at Maint Shop	287 Fox Valley Rd, Marion, VA 24354	O	\$436,600	\$49,800	\$1,000	\$478,000	\$54,000	\$1,500	



Metis

Smyth County
083

Section II

Statement of Values

Status: O = Occupied V = Vacant	HISTORICAL COMBINED TOTAL	\$50,344,000
	NEW COMBINED TOTAL	\$57,277,500
	CHANGE	\$6,933,500
	PERCENTAGE CHANGE	13.77%

Please review; provide notes or comments (if needed), sign below and return to Member Services Department.

Print Name _____ Title _____ Signature _____ Date _____

A meeting of the Smyth County Water and Sewer Committee was held at the County Office Building on Tuesday, October 2, 2018 at 3:30 p.m.

Board Members Present: Saltville District Supervisor Roscoe D. Call, Chair
North Fork District Supervisor Phil Stevenson

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

At 3:33 p.m. Chairman, Saltville District Supervisor Roscoe D. Call called the meeting to order.

Scott Simpson, Assistant County Administrator presented a complaint that had been received concerning a leak on a property in Walker's Creek by Mr. Lishen. Mr. Simpson explained the details of the leak, and the outcome of the findings. The Department gave a standard leak adjustment but Mr. Lishen feels he should not have to pay any of the charges related to the leak. After discussion, North Fork District Supervisor Phil Stevenson made a motion to deny the request for any further leak adjustments. All agreed unanimously.

Mr. Simpson then presented a Task Order with The Lane Group, as shown attached, for technical assistance to develop the Megasite well as a potable drinking water source. The \$18,000.00 cost is fully covered by Grant Funds which are already committed to the County by Mt. Rogers Planning District Commission. Discussion continued on this item, with North Fork District Supervisor Phil Stevenson making a motion to recommend the Task Order as presented for The Lane Group. All agreed unanimously.

Scott Simpson, Assistant County Administrator presented an update to the Committee concerning the Banking RFP and interviews that had been conducted with the Bank of Marion and Paymentus. This would allow more services to citizens to aid in the ease of paying water/sewer bills. Mr. Simpson explained what each vendor had to offer, and after interviewing both, feels it is in the best interest to enter into an Agreement with the Bank of Marion. North Fork District Supervisor Phil Stevenson made a motion to recommend entering into an agreement with the Bank of Marion for ACH, on-line payments and credit card terminal services. All agreed unanimously.

Mr. Simpson then updated the Committee concerning project savings that were available from the Adwolfe Sewer Project. After all final payments, there is a recognized savings of \$20,220.92 from the project that can be used to purchase equipment. Staff is recommending to allow for the purchase of a new pick-up truck for the Water/Sewer Department. The last pickup truck purchased by the County had a cost of \$23,624.00, therefore additional funding of approximately \$4,000.00 would be necessary.

After discussion, North Fork District Supervisor Phil Stevenson made a motion to recommend the purchase of a truck for the Water/Sewer Department from the project savings for the Adwolfe Sewer, and to allow the supplemental funds needed to be utilized from cost savings within the Water/Sewer Departments FY18-19 budget. All agreed unanimously.

Water/Sewer Committee Meeting Minutes
Tuesday, October 2, 2018

With nothing else to discuss, Chairman, Saltville District Supervisor Roscoe D. Call adjourned the meeting at 4:07 P.M.

The Lane Group, Inc. - Task Order #1-2018

In accordance with the Master Agreement for Engineering Services Smyth County Term Contract – dated February 12, 2014 extended to February 12, 2019 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: **Chilhowie Industrial Park Well Development**
- B. Description: We understand Smyth County desires to develop an existing groundwater well for use as a public water supply source. The well is located on County-owned property located in the Chilhowie Industrial Park, near the water storage tank. The site has not yet received approval from the Virginia Department of Health (VDH) for development as a Class II-B potable water well.

The well was drilled by Rorrer Well Drilling to an approximate depth of 280 feet and was cased with temporary casing. A Well Completion Report is presently not available. A well drawdown test was performed and the results indicated a capacity of approximately 245 gallons per minute (gpm) without fully stressing the well. The driller reportedly estimated the well's actual yield capacity to be higher, closer to 400 gpm. Additional measures (Work) will be needed to demonstrate the well's suitability for public water supply. The additional Work measures may include video camera inspection of the existing well interior (if a Well Completion Report cannot be provided), removal of temporary casing, reaming of the existing well to a larger diameter, installation of new casing and grout, completion of a new 48-hour drawdown test, chemical/physical water testing, and then final well development after VDH approves the well test results. The design scope is based upon using a contractor (well driller) to modify and test the well and a private laboratory to collect and analyze groundwater samples.

Smyth County has requested a Task Order proposal to provide engineering assistance with those activities related to the well development.

1. Services of Engineer

Scope of work to be provided by Engineer is as follows:

- a. Meet with the VDH District Engineer to inspect the well site and request approval for development as a public water supply source.
- b. Prepare technical specifications for construction measures needed in order to modify the existing well to meet Class II-B well standards. The Specifications will be developed in accordance with the Virginia Department of Health's Waterworks Regulations. Testing requirements, including laboratory and field sample collection and water testing, will be identified in the documents. Note: The well pump and piping will be sized based upon estimates of yield from the

original driller. Provisions will be made in the specifications to change the pump and line sizes after the completion of the 48-hour drawdown test.

- c. Prepare Bidding Documents for review and approval by VDH, the County and its legal counsel.
- d. Assist Owner in soliciting bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
- e. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- f. Prepare Bid tabulation sheets and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- g. Periodic monitoring of well modification activities and well testing work will be provided.
- h. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional, Engineer will review Applications for Payment and accompanying supporting documentation.

2. Owner's Responsibilities

As identified in the Master Agreement.

3. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Submit Draft Bid/Spec Package	30 days from authorization to proceed
Bidding or Negotiating	30 days from approval of final design
Construction Phase	To be determined (estimated 8 weeks)

4. Payments to Engineer

- a. Standard Hourly Rates, Not to Exceed the Estimated Amounts Below:

- 1) The Standard Hourly Rates shall be as shown in the Master Agreement.
- 2) The compensation for engineering services identified under paragraph 1 of the Task Order is estimated to be **\$18,000.00** based on the following assumed distribution:

Phase	Estimated Compensation
Preliminary Site Inspection w/VDH	\$1,000.00
Specification & Bid Packet Prep	\$8,000.00
Bidding or Negotiating	\$4,000.00
Construction Observation	\$5,000.00
TOTAL	\$18,000.00


5. **Consultants: (Not Applicable)**
6. **Other Modifications to Master Agreement: (Not Applicable)**
7. **Attachments: (Not Applicable)**
8. **Documents Incorporated By Reference: (Not Applicable)**

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2018.

Engineer: **THE LANE GROUP, INC**

Owner: **SMYTH COUNTY BOARD OF SUPERVISORS**


 Signature _____ Date 9/19/18

Signature _____ Date _____

Matthew R. Lane, P.E.
 Name _____

Name _____

President
 Title _____

Title _____

DESIGNATED REPRESENTATIVE :

Matthew Lane, P.E.

Name

Project Manager

Title

310 West Main Street, Abingdon, VA 24210

Address

mlane@thelanegroupinc.com

E-Mail Address

(276) 206-8571

Phone

DESIGNATED REPRESENTATIVE:

Scott R. Simpson, P.E.

Name

County Engineer

Title

121 Bagley Circle, Suite 100

Marion, VA 24354

Address

E-Mail Address

(276) 783-3298

Phone