1. Meeting called to order – 8:30 a.m., Board Room, County Administration Building.
2. Opening Prayer.
3. Pledge of Allegiance.
5. Approval of monthly disbursements.
6. Delegations:
   a. 9:00 a.m. – Public Comment Period.
   b. 9:15 a.m. – Constitutional Officers Reports.
   c. 9:30 a.m. – Mr. William “Billy” Newcomb, Senior Program Manager with Draper Aden Associates
      – Update on closed Floyd County Landfill, SWP 88.
   d. 10:00 a.m. – Mr. David Clarke, Resident Engineer, Virginia Department of Transportation.
   e. 10:30 a.m. – Dr. John Wheeler, Superintendent, Floyd County Public Schools.
   f. 11:00 a.m. – Closed Session
      – §2.2-3711 A.1., Personnel – Discussion of prospective candidate for Appointment.
7. County Administrator’s Report.
   a. Subdivision plats as approved by Agent for January 2021.
   b. E911 Road Name Request – Laurel Heather Pass.
   c. No bids received for Roof Replacement – Dog Pound.
   d. Bids received for Front Loading Garbage Truck.
   e. Draft contract with SERCAP.
   f. Determination of site for building at Recreation Park.
   g. Green box site in Indian Valley.
   h. Petition to abandon part of Rose Hill Road.
   i. Set dates for FY22 budget work sessions.
8. Old/New Business.
9. Board Member Time.
10. Adjournment.
BOARD OF SUPERVISORS
REGULAR MEETING
JANUARY 12, 2021

At a regular meeting of the Board of Supervisors of Floyd County, Virginia, held on
Tuesday, January 12, 2021 at 8:30 a.m. in the Board Room of the County Administration
Building thereof;

PRESENT: Joe D. Turman, Chairman; Jerry W. Boothe (joined by conference call),
Vice Chairman; W. Justin Coleman, Linda DeVito Kuchenbuch, and Lauren D. Yoder, Board
Members; Cynthia Ryan, Acting County Administrator; Angie Ellis, Accounting Clerk; and
Tabitha Hodge, Operations Manager to livestream and film the meeting.

Agenda Item 1. – Meeting Called to Order.

Chairman Turman called the meeting to order at 8:30 a.m.

Agenda Item 2. – Opening Prayer.

The Opening Prayer was led by Supervisor Coleman.

Agenda Item 3. – Pledge of Allegiance.

Chairman Turman led in the Pledge of Allegiance. Chairman Turman requested a
moment of silence in honor of former Board member, William “Bill” Curtis Hayden.

Agenda Item 4. – Approval of minutes of December 2, 2020; December 8, 2020;
December 9-10, 2020; December 17, 2020 and January 4, 2021.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and
unanimously carried, it was resolved to approve the minutes of December 2, 2020; December 8,
2020; December 9-10, 2020; December 17, 2020 and January 4, 2021 as presented.

  Supervisor Coleman – yes
  Supervisor Yoder – yes
  Supervisor Kuchenbuch – yes
  Supervisor Boothe – yes
  Supervisor Turman – yes

Agenda Item 5. – Approval of monthly disbursements.

Questions and discussion followed.

On a motion of Supervisor Turman, seconded by Supervisor Kuchenbuch, and carried, it
was resolved to approve the January 2021 monthly disbursements as presented.

  Supervisor Coleman – yes
  Supervisor Yoder – yes
Supervisor Kuchenbuch – yes
Supervisor Boothe – abstain
Supervisor Turman – yes

**Agenda Item 7a – Subdivision plats as approved by Agent for December 2020.**

Ms. Ryan – Would you like me to see if Ms. Turman is available?

There were no questions or discussion.

**Agenda Items 7b and 7c – Discussion of Community Development Block Grant #20-20-11, and Task Order regarding Floyd County Scatter-Site Housing Rehabilitation Project.**

Ms. Ryan – Lydeana Martin requested that we hold off on “b” and “c” until closer to the closed session so that she may join us for that part of the discussion.

**Agenda Item 7d – Discussion of Floyd County’s participation in the New River Valley HOME Consortium.**

Ms. Ryan – This is a three year contract. We need to decide if we want to renew for the next three years.

Vice Chairman Boothe – Is this the same contract we had before?

Ms. Ryan – Yes, I believe it is.

Supervisor Kuchenbuch – Do we have the agreement?

Ms. Ryan – Yes, it’s this one page. We’re just committing that we will be part of it for the next three years. Last time we did put in some money. I want to say it was around four thousand dollars to be a part of it. This agreement does not give us an amount, I would expect there would be a cost. And by being a part of this, this is the one where we received the money in order to do the townhomes. By being on this Consortium, it brings a lot of money into the county.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Coleman, and unanimously carried, it was resolved to accept the participation of Floyd County and the HOME Consortium Board for the New River Valley (Document File Number 1149).

Supervisor Coleman – yes
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman - yes

**Agenda Item 6a. – Mr. Chad Alls and Ms. Hope Estes, Floyd County Department of Social Services.**
Mr. Chad Alls – Social services is still closed to the public, operating by appointment only. Some of the staff is teleworking and others have staggered schedules when they are in office to keep socially distanced.

Ms. Estes explained the impacts COVID 19 has had on services:

- The Medicaid program has been the most impacted. No Medicaid cases can be closed unless one of the following is applicable: it is requested by the client, the client is deceased, or the client moves out of state permanently.
- Due to COVID, there are 379 late renewals to be reevaluated. This is in addition to all the ones that are due and all new applications.
- Renewals for the Supplemental Nutrition Assistance Program (SNAP) benefits have doubled and are delayed about six months.
- Medicaid and SNAP applications are expected to increase in the September through December range because unemployment benefits will be ending.

Supervisor Kuchenbuch – When I look at the chart it indicates the biggest amount of SNAP cases in May, June, and July. We’ve kind of leveled off in December, and you’re expecting us to increase?

Ms. Estes – Yes, because when the pandemic unemployment started, that $600 stimulus money was countable for our SNAP program, but not Medicaid. A lot of those people are timing out of that unemployment and starting to reapply.

Supervisor Kuchenbuch – So those 813, 815, 812, 799 during May through August, coincided with more people coming in due to the COVID situation. And this is expected to happen again.

Mr. Alls – The state has allocated a certain amount of overtime for Benefit Program Specialist at the lower match rate. We haven’t dipped into it because we haven’t gotten to the point of starting up again. Also, interviews for Temporary Assistance for Needy Families (TANF) have suspended.

Ms. Estes – The TANF and SNAP interviews are normally required for renewals. Currently they are being waived. Also, the new SNAP application interviews have been waived. This means if there is nothing questionable, but we need verification, we can send a check list. Or if something needs to be clarified we can call and do that over the phone. TANF interviews for the cash assistance program are still required. In person interviews for SNAP have been waived and can be performed over the phone. Daycare interviews must still be held in person.

Supervisor Kuchenbuch – So that helps to keep staff and the client safer.

Supervisor Yoder – When all this ends, there be a massive amount of paperwork.

Ms. Estes – Yes. What happened in March was it hit mid-month and we had already closed a lot of people who had not done their renewals or were over the income. The state went in and opened it in the Medicaid system, but not in our everyday eligible system. The states are
saying when COVID or the state of emergency ends, even if the state has opened it, not the local office, we will still have to evaluate them all.

Supervisor Kuchenbuch – Talking about overtime hours, you can bank those, so to speak.

Mr. Alls – Yes, they’ve given us a certain amount of money to spend for overtime as we see fit. We have not dipped into that yet because we really haven’t seen the influx at this time, but we will be seeing that. It’s like the old expression, kicking the can down the road. Well, eventually that can is going to have to stop and we’re going to have to pick it up.

Supervisor Yoder – Do you think that is something that they will allow you to do over a period of time? Or are they going to expect you to do it quickly?

Mr. Alls- They really haven’t said. We have deadlines we have to meet. My instinct says that when they realize how much backlog there is, they’ll be lenient and understand that we’ll have to get caught back up.

Supervisor Yoder – Just seems like if they say, the state of emergency ends and now you have to be up to date, that’s a massive amount of work.

Supervisor Kuchenbuch – We are lucky we’re not as big. I can’t imagine.

Supervisor Yoder – But that money would be matching money.

Mr. Alls - It has a fifteen and a half percent local match. The budget looks good, though the rate of return will not be as high as anticipated based on the amount of funds in the different budget lines with the different match rates. And one other piece of good news I’d like to report, is that I have been successful at entering into a regional agreement with Montgomery County Department of Social Services (DSS) and Giles County DSS. Montgomery County will be managing all of our pride resource foster homes. We will go from, we have four local homes right now, to a pool of around fifty homes. This will prevent us from having to use the therapeutic foster care that we sometimes have to use for children who don’t need that level of care, just because we don’t have the homes. The cost savings will be significant because the therapeutic foster homes have daily maintenance fees that can be anywhere from $80 to $250. We are paying for the program. I was able to use local funds because we have not been traveling this year due to COVID, so I was able to take advantage of that savings to do this. And, once again, I think the savings will be significant, especially for the Children’s Services Act (CSA) program.

Supervisor Kuchenbuch – How did this come about? Was it all of you talking? Did you reach out?

Mr. Alls - Montgomery County already had a plan working with Giles County. They knew that we were looking at trying to expand our resource homes because I had reached out to the regional consultant. They reached out to us and asked us to come on board as well. It’s a win-win because we have a capacity issue with the resource recruitment program downstairs. Montgomery County will take all that off us, they’ll manage our homes, take new referrals,
approve them, manage them, train them. Then we’ll be able to use that whole pool of foster homes instead of just the four homes we currently have now.

Supervisor Kuchenbuch - I asked Senator Sueterlein last week at the reorganizational meeting about mental health. Has there been an increase in any kind of mental health issues surrounding any of our programs? Is it measurable?

Mr. Alls - Not to the degree that I think it has been extremely significant at this point? The concern has been and continues to be with the children not going to school as they have been in the past, there is a lot of things we may be missing because those mandated reporters aren’t having that face to face time. Our Adult Program Services (APS) program has increased over the last couple of months in relation to the number of reports we are getting and the number of Uniform Assessment Interest (UAI) screenings that we’re receiving for Medicaid Elderly or Disabled with Consumer Direction (EDCD) waiver services within the home. That may be a result of the population in Floyd County also aging. As far as the Child Protective Services (CPS) referrals, we’ll have a spike for one week, then we’ll go back down the next week or two. We really don’t think we’ve seen the aftereffects of COVID 19.

Supervisor Kuchenbuch – Yes, it’s something that I’ve had on my mind. It’s concerning.

Mr. Alls – Our agency attorney said she thinks more and more kids will be coming into care as a result.

Supervisor Boothe – Is the heat and electrical assistance money used up yet?

Mr. Alls - We have seen a decline in individuals coming in for that assistance. American Electric Power (AEP) has suspended terminations. Also, eviction notices have been placed on hold. We’ve redesigned how we’re able to pay for some of these for emergency assistance needs. We’re maintaining those funds so when all this is over, we’ll be able to service more people.

Agenda Item 6d. – Constitutional Officers.

Sheriff Craig checked in to see if there were questions or concerns regarding the budget. There is currently a position open in dispatch. The department will be short one deputy for a couple of months. Tanner Dean is now in the training academy.

Supervisor Yoder – You have a lot of pressure on you, from a lot of different directions. We appreciate you, the officers, and folks in dispatch. It’s a rough time to be in law enforcement. Your approach to work and involvement in events has been very good for our community. You are building trust and a stronger community.

Sheriff Craig – I’m very thankful for the officers we’ve got. They roll with the punches. At times we get down but knowing how the Board and the community supports us makes a big difference.
Ms. Ryan – And I wanted to mention, later on the agenda we have a resolution in opposition of legislative efforts to revise the qualified immunity. Sheriff Craig has had an opportunity to review the resolution.

Supervisor Kuchenbuch – Yes. I was going to ask about that. But I also wanted to note that Law Enforcement Officer’s Day was Saturday and I wanted to publicly acknowledge this and let you all know how much I appreciate everybody. The level of care you give this County, it’s great to see how many folks come out and support you. It makes you feel good that we live in a community where there is trust. I think it goes back to how well connected you have been in this community since you came here and started your career, and that has paid dividends now that we are in turbulent, choppy waters. Kudos, thank you, and please thank everybody in the department.

Sheriff Craig – The way to win anybody’s heart is through food. There was a family on Christmas Eve that supplied a meal for officers and dispatch. It included shrimp and different meats. I know the family well and they wanted to do something nice, I didn’t realize it was going to be that nice. We are very blessed in this community. Hopefully when the officers are out, and dispatch, if they see you all they are thanking you for the support of the Board and the community. Thank you all. We’ve got drug court going on and circuit court, so I need to get back over there.

Agenda Item 6b – Public Comment Period

Chairman Turman – Opened public comment period and read the handicapped statement.

There were no public comments.

Agenda Item 6c. – Mark Bolt, Building Official

Mr. Bolt – The maintenance garage’s current roof is roughly 41 years old. It’s been leaking and painted in the past. It’s still leaking, and rust is bleeding through. Most of the lights are not working. Fifteen to seventeen lights would be needed. LED lights would be recommended. We could cut down on the amount of lights needed and save on energy and costs. Per the last quote, it would be $5000-$6000 for lights and installation. The lights would hopefully last nine years. The estimate for replacing the roof is $60,000. Another option is putting a new roof over the existing roof. This would cost around $25,000.

Ms. Ryan – I believe we had roofing in the budget this year for $25,000. We don’t have the lighting in the budget.

Discussion was held regarding costs for roof replacement and lighting.

Supervisor Boothe – As far as long term, it’s about the same?

Mr. Bolt – Yes, the re-roofing should last as long as a tear off roof.

Supervisor Boothe – Do you have an estimate on the lighting?
Mr. Bolt – No. The lighting will cost around $1,500.

Supervisor Kuchenbuch – $1,500 per light?

Mr. Bolt – No, for all the lights. We have to bid it out to get a good quote.

Supervisor Kuchenbuch – How many bids did we have on the roofing when we bid it out the first time?

Mr. Bolt – We did not do an official bid, I called and asked for an estimate from a local company. What we try to do is send it to bidders locally. If we don’t get enough bids, we go beyond. Re-roofing this building will require bids beyond Floyd County because we don’t have local people that can do this type of work. I will contact contractors and we can put an ad in the newspaper.

Supervisor Yoder – I would do the lights too. It might have to be a separate bid.

Mr. Bolt – We can probably find somebody local to do the lighting.

Supervisor Boothe – Have we tried to get our folks to repair and patch what’s there?

Mr. Bolt – Yes, Mr. Kenny Cox has tried a few times. The roof is so thin at this point, the concern is someone falling through.

Supervisor Boothe – We definitely want to fix the roof before we install new lights. Perhaps we could talk to a local contractor and see if they could coat it for us to get us through.

Mr. Bolt – I don’t think I’d waste the money.

Supervisor Boothe – I’m speaking about the worst of the leak spots, to stop it from leaking now. I’m not saying not to do the roof project, this would be a temporary fix to keep as much water out as we can.

Mr. Bolt – I’ll look into it and see what I can find out.

Supervisor Kuchenbuch – I do think the LED’s are the way to go.

Supervisor Turman – This is a structural and safety issue.

On a motion of Supervisor Coleman, seconded by Supervisor Yoder, and unanimously carried, it was resolved to advertise accept bids for the re-roofing and lighting projects at the transfer station.

Supervisor Coleman – yes
Supervisor Kuchenbuch – yes
Supervisor Yoder – yes
Supervisor Boothe – yes
Supervisor Turman - yes

Agenda Item 7e - Resolution in opposition to any legislative effort to repeal or revise the Judicial Doctrine of Qualified Immunity for Law Enforcement Officials.

On a motion of Supervisor Yoder, seconded by Supervisor Coleman, and unanimously carried, it was resolved to accept the resolution (Document File Number 1150).
  Supervisor Coleman - yes
  Supervisor Yoder - yes
  Supervisor Kuchenbuch - yes
  Supervisor Boothe - yes
  Supervisor Turman - yes

Agenda Item 7f - Request for a revenue supplement in the amount of $311,990.00 from federal sources and an expenditure supplement in the amount of $149,230.00 going to Operation and Maintenance category for preparing, responding, and mitigating impacts of COVID-19 pandemic and $162,760.00 going to Technology category in the FY21 School Budget.

Supervisor Kuchenbuch - Was there additional documentation to see what it was used for?

Ms. Ryan - On the page for the expenditures, it says preparing for, responding to, and mitigating the impacts. That’s all it says.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to approve the request for the revenue supplement.
  Supervisor Kuchenbuch - yes
  Supervisor Yoder - yes
  Supervisor Coleman - yes
  Supervisor Boothe - yes
  Supervisor Turman - yes

Agenda Item 7g - Discussion of proposals received for financial and compliance audit services for the fiscal years ending June 30, 2021 through 2023.

Ms. Ryan - We received two responses to our request for services. One was from the company we’ve used most recently. The other is a company out of Maryland. The company out of Maryland does perform some audits in Virginia. If you look in the proposals you received, you will see that most of those are larger counties, and most of them are up in the Washington D.C. area. However, they do service Roanoke County. Would you like to meet with the two companies, or just make a decision based on how responsive the two companies were compared to what we had requested.

Supervisor Yoder - This needs to be completed in the next few months?

Ms. Ryan - We usually have the preliminary phase of the audit start in March or April.
Supervisor Yoder - We choose a firm, and then negotiate on the price?

Ms. Ryan - Correct. You choose a firm and negotiate on price, and for if some reason could not come to an agreement, the firm is automatically eliminated. Then you go to the next firm to negotiate price. We can’t return to the first firm once we have found out about price. If it turns out you don’t like either price, we will have to bid it out again.

Supervisor Yoder - We’ve had no issues with the group we currently work with.

Ms. Ryan - Correct, they’ve been very good to work with. Not only do they do good audit work and know us and our accounting system, they are very responsive to questions.

Supervisor Yoder - Does anyone see a reason that we would want to switch?

Supervisor Coleman - I’ve always been impressed with Robinson, Farmer, and Cox (RFC).

Supervisor Kuchenbuch - They are always complimentary of our staff.

Supervisor Boothe - I think we should enter negotiations with RFC.

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and unanimously carried, it was resolved to enter negotiations with Robinson, Farmer, and Cox for the County’s auditing services.

Supervisor Coleman - yes
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 7h - Discussion of current status of expenditures and balance in CARES money.

Ms. Ryan - You have received a request from the Town for additional funding. I thought you would find it interesting to see how much has been spent by category for each recording period. And how much we currently have obligated, so you could see the total amount spent by category. We only have $60,778.00 left. It’s a little less than that, as there are ongoing monthly expenses. There is monthly COVID cleaning, and the Adobe Acrobat program. One thing regarding the Town’s request, if they had known it was going to be extended a year, they would not have put so much money in the Floyd-Floyd County Public Service Authority meter project. They would have held some back in order to continue with their monthly expenses.

Supervisor Coleman - I’m concerned that with testing sites in Floyd, and the cleaning involved, we might not have enough.

Supervisor Yoder - I think we should get more information. The Town and the County can bear the weight of the costs for a month. Then we can repay the bills if need be.
Supervisor Turman - I have a question for you, Mr. Boothe. The New River Valley Community Services (NRVCS) building, do they have a place to set up a vaccine site? The building is accessible for handicapped residents.

Supervisor Boothe - I think so. The inside is laid out with individual rooms, then there is a large area in the back. There is a front and rear entrance, the rear entrance is covered. I think we would have to put in a formal request to use the facility. I think the facility would work if it were approved.

Ms. Ryan - Another thing the joint task force asked us to look into was having a testing center in Floyd. I had considered using the facility you are discussing as a testing site.

Supervisor Boothe - It would probably work better as a testing site than a vaccination site.

Ms. Ryan - If we have a site here in Floyd, the Virginia Department of Health (VDH) would supply us with self-testing kits. People would drive in, receive the kit, and be coached on how to administer. If NRVCS would take this one they would hopefully have the staff to handle this. The person would do the test on site, then turn the test in to staff who would input the data in VDH's system. The kits have to be delivered to a site in Blacksburg by a certain time each day. It would likely be two or three days a week. We'd have to have someone on staff to transport the kits.

Supervisor Yoder - Would the CARES money cover the testing costs?

Ms. Ryan - As I understand it, VDH would supply the kits to us as part of the joint task force. I think the transport of the kits would be considered part of the testing.

Supervisor Boothe - Could we ask Community Action to transport the tests with their bus, and we could cover costs associated with it?

Ms. Ryan - I will find out.

Supervisor Yoder - I'd like our citizens to have the same advantages as other counties.

Ms. Ryan - We are working with both CVS and The Pharm House to find out when vaccines might be available. Once they are, we will publish the information on our website.

Supervisor Yoder - As a reminder, the County is still under a state of emergency. This gives our Emergency Management Coordinator and the Acting County Administrator power to make some of these decisions.

Agenda Item 6e - Mr. David Clarke, Resident Engineer, Virginia Department of Transportation (VDOT).

Mr. Clarke provided maintenance updates:
<table>
<thead>
<tr>
<th>Stone and gravel</th>
<th>Numerous gravel roads</th>
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<tbody>
<tr>
<td>Pipe repair</td>
<td>Spangler Mill Road</td>
</tr>
<tr>
<td>Pothole repair</td>
<td>Meadow Run, Jacks Mill, Route 8</td>
</tr>
<tr>
<td>Tree and brush removal</td>
<td>Route 8</td>
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Mr. Clarke - Mr. Boothe had texted me regarding the six year plan. Last year we held the Six Year Plan public hearing in February. We can hold it whenever you’d like to in the spring, February, March, or April. Last year we did it just before the restrictions were in place. It’s tough getting the public hearings in because of the new guidelines. I will gladly do what the Board would like regarding the public hearing. It is usually held at the evening meeting.

Supervisor Yoder - May I make a suggestion? I think it would be appropriate to wait a little while until the new County Administrator is in place so they could be involved and gain knowledge of the community.

Mr. Clarke - That is fine. Our six year planning process has been flexible this past year, knowing that some counties are having difficulty getting their public hearings scheduled. We like to get them done before July, because that’s the fiscal year. It doesn’t make a big difference here because you already know which projects you’re going to be working on. What you would be doing is revising the six year plan, adding to the end of the list, unless you decide to change the order.

Supervisor Yoder - If we waited until April, would that put you behind?

Mr. Clarke - No. You’ve done it later than February in the past, sometimes it’s been in April. I think last year we had it early because there were a lot of roads on the list, and we weren’t anticipating a lot of changes.

Supervisor Turman - I think April would be better.

Mr. Clarke - I will go ahead and plan on doing that.

Supervisor Yoder - Thank you for the patching on Jacks Mill Road. The work on Rt. 8 is wonderful. The only thing I’ve heard from residents are complaints about potholes on back roads. One thing that was brought to my attention was the shoulders in several areas on Route 221, the rain has washed out several areas. There is the pavement, then a ditch, then gravel. Thank you for all of your work.

Supervisor Kuchenbuch - There is a gully between Stonewall Road and Kings Store Road, you can’t miss it. There is also a tree on Rt. 615 between Thunderstruck Road and Bethlehem Church Road, on the left. I’m concerned with another big windstorm that the tree will fall. It needs to be taken care of, please. There is also a part of Thunderstruck Road that is being lost, towards Slushers Store Road.
Supervisor Coleman - I talked to Mr. Sowers yesterday. Some of the issues I mentioned have been taken care of. I appreciate that. I also want to say thanks to the guys who worked over the Christmas holiday.

Supervisor Boothe - Please extend our thanks to all the crews that worked through this bad weather. It seems years ago we had discussed trying to put rip rap on Thunderstruck Road. I can’t remember what the issue was. We’re either going to have to move the road or do something eventually. The road I texted you about, Woods Gap Road, I explained to the people how the process works. Between now and the Six Year Road Plan, could someone from VDOT go back and look? For some reason, I this was previously proposed for the Six Year Plan and the property owner wouldn’t sign off on the improvement.

Mr. Clarke - I will take a look and see if it’s been on the plan before.

Supervisor Turman - There are still problems on Fairview Church Road, it needs attention. Trucks are getting routed that way by their GPS systems. I’m not sure what the answer is. Folks don’t read signs; the road gets blocked up. I’m not disparaging the guys, I know it’s a hard job removing snow, but the road from Rt. 221 to Shady Grove Road, the blade was too deep, and the gravel was rolled to the edge. When it’s freezing, it’s like a speed bump. In some places it’s over a foot deep.

Mr. Clarke - I’ll have someone take a look at it.

Supervisor Turman - I know you all are shorthanded; we appreciate all the work you do.

Mr. Clarke - We rarely have a full crew on any given day.

Supervisor Kuchenbuch - How has the pandemic affected our crews here in Floyd?

Mr. Clarke - Floyd has been the least affected as far as the crews go. We take precautions during our morning meetings. We have an initiative to use cell phones so the crews can be distanced. We’ve had some secondary exposures, but no positive cases.

Supervisor Kuchenbuch - I wanted to echo what Supervisor Coleman said about the crews working over the holidays.

Mr. Clarke - The trucks are shared between the day and night crews. We have precautions for the shift changes to protect everyone. Thank you. We will work on getting the public hearing set up.

**Agenda 7b - Authorize Acting County Administrator to execute Community Development Block Grant #20-20-11 Floyd County Virginia Individual Development Account (VIDA) Program Project.**

Ms. Martin - The document you received for the Community Development Block Grant is for the VIDA project, the $200,00 to help with housing down payments and business development. There is one page that they approved changing this morning. If you turn to page
three, they had mistakenly put that we had twelve months to complete the project. They have now sent an amended page; it should now be twenty-four months. When you make your motion if you would note the amended document reflecting twenty-four months. I’m happy to answer any questions you might have, I just wanted to make you aware of the change.

Supervisor Boothe - That was the only change made?

Ms. Martin - Correct. It’s page three, number seven. It changes from twelve months to twenty-four.

On a motion of Supervisor Yoder, seconded by Supervisor Coleman, and unanimously carried, it was resolved to authorize the Acting County Administrator to execute the VIDA Program Project as amended (Document File Number 1151).

  Supervisor Coleman - yes  
  Supervisor Kuchenbuch - yes  
  Supervisor Yoder - yes  
  Supervisor Boothe - yes  
  Supervisor Turman - yes

Agenda Item 7c - Task Order between Floyd County and New River Valley Regional Commission for Community Development Block Grant: Floyd County Scatter-Site Housing Rehabilitation Project

Ms. Martin - The next item is a task order for the New River Valley Regional Commission. This is for our other community development block grant, the housing rehabilitation project. The regional commission will provide the grant management, that will include qualifying the individual households. The $80,000 for this contract is fully covered by the Block grant itself, and you’ll note it is for the two years plus three months to allow them to help us with the closeout documents at the end of the project. I’m happy to try and answer any questions you have.

Supervisor Boothe - They will administer it, but technically if something gets rejected, the County will be responsible for any funds that didn’t qualify?

Ms. Martin - That’s right. The County will still be the ultimate sign off. The Regional Commission will help prepare documents, but it’s still a County project. In terms of selecting contractors for each project, and the paying of those things, they will have to be formerly approved by a committee. This committee could be the same as the management team, or some subset thereof, to be involved in that process. We will be bringing that to all of you, and the other documents, at either the meeting later in this month, or the first meeting in February. I think we have until the 19th of February to get all the pre-contract documents done. There will be an oversight committee for going through the contract and those types of things.

Supervisor Boothe - And the committee will be reviewing to see if they qualify, correct?

Ms. Martin - Correct.
Supervisor Kuchenbuch - The contractors qualify? Or the homeowners?

Ms. Martin - My understanding is that it would be for both. The Regional Commission’s staff will be collecting the financial information from the individual households, but ultimately the oversight committee will be reviewing and scoring the applications. The County Administrator can certainly serve on there as well.

Supervisor Kuchenbuch - I also appreciate the detail in the pay for performance budget.

Supervisor Coleman - On the task force paperwork, number four is blank. Is that intentional?

Ms. Martin - Oh my goodness, I did not catch that. Can I investigate this and then we can talk about it briefly after Dr. Wheeler talks to the Board?

Ms. Ryan - Yes, of course.

Supervisor Turman - We will just put this on hold for a few minutes.

Supervisor Yoder - If you need help on the committee, I’d be happy to help you.

Ms. Martin - Mark has put out a request for a contractor to join the group that didn’t anticipate bidding on the work. There are a couple of people interested. We’ll have a process to go through and hopefully get one of them on the committee.

Agenda Item 6f - Dr. John Wheeler, Superintendent, Floyd County Public Schools.

Dr. Wheeler - We have a few updates with some of the questions you may have on the last order. Ms. Sunshine is here, she has the answers for you. If you will look at them, we’ll go through each item. Right now, things are going very well. We have a great contractor, Frith is really good. We are on task and on time. Ms. Sunshine is going to give a site map and answer any questions you may have.

Supervisor Boothe - Thank you for coming, I hope you are doing well. The first question, on the change order, you are not asking for additional funds. It would be funds taken out of contingency to pay for the change order, is that correct?

Ms. Sunshine - Yes, that’s correct. Dr. Wheeler is emailing you the handout we have here today. One of the exhibits is the estimated budget. On the bottom line, there is still the project contingency, the $4.5 million that was initially budgeted. Through all the line items we still have a project contingency of $389,828.

Supervisor Boothe - This question is for Dr. Wheeler. When we first started this project, we talked about abandoning a portion of the road from the top of the hill entering the high school around to the elementary school. If I’m reading correctly you are now proposing a state maintained road, the new entrance to the Collaboration Center and around the back of it. Is that correct?
Dr. Wheeler - That is not correct from the standpoint of the time frame. We are going to get a VDOT grade road in. Once we get further in the project, I think this is a discussion we will continue to have. We can do that at any time, none of that has been decided. I think the main thing is we’re going to get the drainage fixed. We’re going to get the best road possible. We’re going to get to a point where if there are any other variables from the standpoint of the road, and the road construction, we’ll have those known. We can go back and do that at any time.

Supervisor Boothe - So you are basically preparing the road so that if the School Board decided they wanted it, it would already be in place.

Dr. Wheeler - It would already be in place. It would be up to VDOT standards. Once the road is completed, before we occupy the building, we can have those discussions.

Supervisor Boothe - Has VDOT decided at the elementary school, and at the high school, if they want a cul-de-sac or a “T” turn around where we are abandoning the end of the road?

Dr. Wheeler - At this point, at one of the update meetings, I was talking to one of the representatives and all of it is doable. He said it can easily be done if we want to abandon it from our property line at the elementary school all the way down to Baker Street. All that is very doable with what we have now. We are going to be discussing this more and more. There is nothing we need to do to the construction of the road to make it more easily abandoned. I think it’s a possibility, but they were saying we’ll be able to do whatever we need to do. The objective hasn’t changed, we want to skewer our campuses.

Supervisor Boothe - And before we get into abandoning again, at some point and time, I saw plats of the properties that adjoin the road between the high school and the elementary school. For one of the properties it appeared the entire road came out of the property. We need to look into it regarding getting a right of way through the abandoned portion.

Dr. Wheeler - Right. All the details will be sorted out between Mark, VDOT, and us. There is enough variance where we would take over the road if we wanted to do that we’ll be able to accommodate all the people and serve our purpose.

Ms. Sunshine - There was a question about VDOT requiring 100% containment of the drain. The original design was a curve inlet with a drain that would be 100% containment. VDOT did not want grates in the road so they made us put in a curve inlet that was longer. There was also a question about will there be drainage problems because we are adding a larger parking lot and the road coming down the hill. Part of our design was to take care of all the drainage problems, and the ones created by the new buildings and the new roads. That is why we have the detention pond. Another addition that was not required, but Skyline requested was that we add blankets and matting to a 3 to 1 slope. This way drainage will not be a problem going into the subdivision behind the school.

There was also a question about the original design not containing the fence around the detention pond. It is recommended because it is a school, so we are providing one. That is within the cost of this change order.
Supervisor Kuchenbuch - The design of the pond is for a ten year storm event.

Ms. Sunshine - Correct. If water accumulates in the pond it should be out within 48 hours. Most of the time it would be dry. Next item, the original design was not to have a parking lot on the other side. We had a problem in a location where there was no boring done. We had a resolution to the problem, and it is incorporated into this change order. We don’t feel there are any other major items.

Supervisor Yoder - You’ve gotten the base down now. Now you’re just building up and will encounter problems.

Ms. Sunshine - They’ve put a lot of the drainage in already. Most of that work has been done. Since the borings have been done where the building is going to be, we don’t think we’ll run into any issues there. Are there any other questions?

Supervisor Yoder - Looking at the map of the borings, it looks like a road going in on the far side of the pond.

Ms. Sunshine - That was an initial concept, we decided not to go through with that one.

Dr. Wheeler - I have one thing for you all. When you come on site you have to have a construction hat. Dr. Wheeler handed out construction hats to each Board member.

Supervisor Kuchenbuch - Dr. Wheeler, our sports activities had to be reconfigured last week. I don’t remember receiving an email concerning the “why’s” involved.

Dr. Wheeler - If it’s not in school, if we don’t have a case associated, we’re not going to report on another school.

Supervisor Kuchenbuch - But there were positive cases in our school.

Dr. Wheeler - Not in our school. We were on break at that time. Even outside of sports, as we know, looking after the holiday people have done a great job staying home. Fall sports start February 4th. Coaches have done a great job.

Supervisor Kuchenbuch - Kudos to the custodial staff for cleaning as much as they have.

Dr. Wheeler - Five for five, you don’t know how happy they are not to have coal. The boiler rooms are clean, it is great. They are all very appreciative.

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, and unanimously carried, it was resolved to allow the Acting County Administrator to execute the change orders for the AIA construction contract (Document File Number 1152).

Supervisor Coleman - yes
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 7c - Task Order between Floyd County and New River Valley Regional Commission for Community Development Block Grant: Floyd County Scatter-Site Housing Rehabilitation Project continued.

Ms. Ryan - Ms. Martin did let us know that if you would approve 7c with the amendment of taking out number four, it would be renumbered.

On a motion of Supervisor Coleman, seconded by Supervisor Yoder, and unanimously carried, it was resolved to accept the Task Order between Floyd County and New River Valley Regional Commission for Community Development Block Grant: Floyd County Scatter-Site Housing Rehabilitation Project as amended to be executed by the Acting County Administrator (Document File Number 1153).
Supervisor Coleman - yes
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

- Closed Session § 2.2-3711 A.1. and § 2.2-3711 A.5., Personnel, discussion of prospective candidate for appointment and Prospective Business.

On a motion of Supervisor Coleman, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to go into closed session under § 2.2-3711 A.1., Personnel, discussion of prospective candidate for appointment, and § 2.2-3711 A.5., Prospective Business.
Supervisor Coleman - yes
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Coleman, and unanimously carried, it was resolved to come out of closed session.
Supervisor Coleman - yes
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

On a motion of Supervisor Turman, seconded by Supervisor Boothe, and unanimously carried, it was resolved to certify the closed session topics were discussed.
Supervisor Coleman - yes
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to approve an expenditure up to $9500 for the building in the Commerce Center.

Supervisor Coleman - yes
Supervisor Kuchenbuch - yes
Supervisor Yoder - yes
Supervisor Boothe - yes
Supervisor Turman - yes

Agenda Item 8 - Old/New Business.

Ms. Ryan - When the coronavirus first came, the federal government passed the Family First Coronavirus Response Act. As part of that act, if you had a certain amount of employees -and Floyd County qualifies-, you were required to offer emergency paid sick leave if an employee was under a federal, state, or local quarantine; was advised by a health care provider to self-quarantine; if the employee was caring for someone who was subject to that, experiencing symptoms of COVID themselves or caring for a child due to school closures. We have been providing two weeks of emergency paid sick leave if they met any one of those conditions as required by the federal government. The federal law expired December 31, 2020. Should we continue offering this, even though it’s no longer mandated? One benefit I see from us offering it is employees are more likely to follow the quarantine if they know they are going to get paid, than if they’re not. It’s only up to 80 hours, after the first 80 hours they have to use their own annual or sick time. And if they’re part time they are not getting paid. It does provide an incentive for people to quarantine.

Supervisor Yoder - It’s essentially keeping our other employees safer.

Ms. Ryan - That was the whole idea of it. I’m looking for consensus on this one. I’m hoping when the federal government comes back, they look at this and extend it.

Supervisor Kuchenbuch - My feeling is that it will be retroactive.

Supervisor Boothe - I think yes, if they meet the qualifying factors. Does this apply to employees we’re paying for and constitutional offices as well?

Ms. Ryan - It’s all employees, including constitutional officers.

Supervisor Yoder - I really appreciate how this Board supported the local food bank project. What really struck me was how many people in this community really work behind the scenes to get so much done. We probably don’t even realize. One of the locations received one of the small freezers, they were so excited about it. They couldn’t believe the County had helped buy it with federal funds. Another location said this is the first year they had been able to supply good produce this time of year. Usually after the summer, it’s only canned goods. We live in a great community. I’m thankful to live here and have these folks as my neighbors.
Supervisor Kuchenbuch - I received a text this morning from one of the facilities that has a food bank, Eagle’s Nest Regeneration. They were so appreciative of us bringing the meat to them and how much they received. They’ve seen an increase in need of over 50%.

Supervisor Yoder - Haven’s Chapel told me they went from 30 families per week to 70 families per week due to COVID.

Supervisor Boothe - Community Action used to have meals on wheels for the elderly, are they still providing this?

Supervisor Kuchenbuch - Yes, they are.

Supervisor Boothe - Were they able to participate in this latest round of stuff we were doing?

Supervisor Yoder - I delivered meat to them twice. I’m not sure how it was utilized.

Supervisor Boothe - I want to recognize the volunteer rescue squad, the call volume has gone up.

**Agenda Item 10 - Adjournment.**

One a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and carried, it was resolved to adjourn the meeting to January 26, 2021 at 6:30 p.m.

Cynthia Ryan, Acting County Administrator

Joe D. Turman, Chairman, Board of Supervisors
BOARD OF SUPERVISORS
REGULAR MEETING
JANUARY 26, 2021

At a regular meeting of the Board of Supervisors of Floyd County, Virginia, held on Tuesday, January 26, 2021 at 6:30 p.m. in the Board Room of the County Administration Building thereof;

PRESENT: Joe D. Turman, Chairman; Jerry W. Boothe, Vice Chairman; W. Justin Coleman, Linda DeVito Kuchenbuch, and Lauren D. Yoder, Board Members; Cynthia Ryan, Acting County Administrator; Angie Ellis, Accounting Clerk; and Tabitha Hodge, Operations Manager livestream and film the meeting.

Agenda Item 1. - Work Session with Ms. Lydeana Martin and Ms. Jennifer Wilsie, Community Development Block Grant, Floyd County Housing Rehabilitation Project.

Ms. Martin and Ms. Wilsie provided an update on the Community Development Block Grant, Floyd County Housing Rehabilitation Project:
1) The first six items in the package are CDBG boiler plate items that we can’t really change.
2) Item 7, the Floyd County Rehabilitation Housing Program Design, is unique to our project.
   a. The section on the scoring criteria is what we used in the planning grant process, to prepare the application.
   b. We will be reexamining that section in the next couple of weeks in case to see if it needs to be tweaked in any way.
   c. If we do change the scoring criteria, we will bring them back to you at the February meeting.
3) Item 7, the Floyd County Housing Rehabilitation Program Design; item 8, the Floyd County Housing Rehabilitation Management Plan and Timeline; and item 9, the Floyd County Housing Rehabilitation Program Income Plan are living documents and as we proceed and learn we can those documents. The Virginia Department of Housing and Community Development will allow that but will have to approve any changes.
4) Any changes in the Program Design we would bring that back to you, as that is the main, guiding document.
5) I also want to bring to your attention in the Program Design that we have changed that we were under contract with a housing rehabilitation specialist to will contract with a housing rehabilitation specialist.
   a. We anticipated receiving a housing rehabilitation contract last week, but we have not received that contract yet.
   b. I have been in conversation with the firm that worked with us in the planning grant process on the housing rehabilitation work.
   c. They are still working through a document and have expressed some concern. When they do work starting with an inspection of a house that wants to be considered for the program, they do a work write up and create bid documents.
After all this is done the homeowner has to sign off that they would officially like to participate in the program. If the homeowner decides not to participate, the rehabilitation specialist would not get paid by the grant for the work they’ve done up to that point.

d. We’re trying to figure out in our conversation how we can minimize the likelihood that someone would go deep into the process and then change their mind.

e. We’re trying to figure out we can limit that risk for them because they will probably want the county to share some of the risk.

f. The total amount they are paid for all of the work on a house — the inspection, the work write up, the bid documents, participating in hiring the contractor, then overseeing the contractor work, and signing off on it — is about $5,400. The work that has to be done prior to that is estimated at $1,500.

g. It’s not a huge amount of money, but I want to alert you to the fact that we’re waiting to see what we can work out.

h. I spoke to Ms. Ryan about it, and she encouraged me to advise them to think long and hard about what they ask us for as we will need to decide very quickly as to whether you want to do that or whether we’re going to go out to bid, and try to get someone else to do it.

i. We’re trying to follow through with the same company we worked with, but if we can’t reach an agreement, we do have the option of going to bid.

Supervisor Boothe - Can you remind us of the estimated amount of homes that this grant will cover?

Ms. Martin - Yes. We committed in the application to doing fifteen homes. Six of those would be what they call substantial construction which is really tearing down the old house and building a new one. There would be fifteen households served by the project.

Supervisor Boothe - The $1,500 per house if the homeowner decides not to do it, does that apply to both a remodel and a new build? Or is it a different number for new build?

Ms. Wilsie - I imagine that it would be similar. I don’t think what’s at stake is to the tune of $1,500 times 15. We’re talking about maybe a small margin of folks where they’re concerned it might take us going through 18 households before we get to the full 15. They are nervous about the few houses that might slip through the cracks, but it still takes a bit of work.

Ms. Martin - Mr. Boothe, they do have to go through the inspection process even if it’s pretty apparent that it’s likely to be a tear down and replace, they still must go through the process.

Supervisor Kuchenbuch – Why do you think they got cold feet?

Ms. Martin – That’s a good question. I was a little disappointed that this was the first that we’d heard of this concern. I think what happened is that they did a project in another locality recently that was quite different. You’ve heard us talk about ours being scattered site, where it’s all over the County. They did a project in a neighborhood where several people turned it down
after they did the inspection. Then there was nowhere else they could go because it was it was just the one project area. They couldn’t keep adding other people to the list to get fifteen participants. I think it was upsetting.

Supervisor Kuchenbuch – It made them a little skittish. If fifteen is our number and we have more than that in applications, you’ve made that clear to them, right?

Ms. Martin – Yes. I wasn’t sure whether to bring this up tonight because they’ve expressed two slightly different concerns. One is, what if we only get to eleven houses instead of fifteen? Then we won’t receive all the money. The other one is what if it takes eighteen houses to get to the fifteen? They are different concerns. I feel confident we can get to fifteen because we’ve got the whole County to work with.

Supervisor Kuchenbuch – Ms. Wilsie, how many other firms are out there that would do this kind of work?

Ms. Wilsie – When we bid this out for the planning grants, we received three applications. Only two of those were deemed viable by the project selection team. This firm was one of them. And there was one other. That doesn’t mean that there is all that there is. If the County were to bid out again, we could perhaps shake the bushes a little harder. Our experience was two that could do the work out of three applications that we received. And we chose one of them.

Supervisor Kuchenbuch – And that was before we had gotten the grant?

Ms. Wilsie – Correct.

Supervisor Kuchenbuch – Now that we have the money, maybe others would look at it differently.

Ms. Wilsie – Yes.

Supervisor Boothe – I read in here that from time to time there may be things that may come back to us. Will we get notification prior to that meeting?

Ms. Martin – Yes. Would that be in the case of an appeal of some sort?

Ms. Wilsie – There are a couple of things that could come back to them. If we change an oversite board member; if we make an amendment or change to the program design; or if there is a grievance that rises through the ranks. These are a few reasons. Hopefully the grievance is never something that needs to come.

Ms. Martin – We would alert you as soon as we saw it was headed your way. If you want to be in the loop sooner than that, let us know.

Supervisor Boothe – Yes, a “head’s up.” I don’t think it would be appropriate for us to have a private conversation with someone who is filing a grievance.
Supervisor Yoder – If there was an issue coming up it would be our responsibility to make sure the Board was aware.

Ms. Martin – Yes, that’s a great benefit of your willingness to serve on the Oversite Board, Mr. Yoder. You could help relay that information.

Supervisor Kuchenbuch – Jennifer, in other Counties where you work, do they have elected officials serving on these boards?

Ms. Wilsie – Yes.

Supervisor Kuchenbuch – Have we found when we went and got applications that there are some people that choose to live in conditions that we ordinarily think would work for this program? Have you come across any of these? Like someone who doesn’t have running water.

Ms. Martin – The way our process has really worked is by letting people volunteer if they are interested. Whether they’ve come to us directly or a related housing agency has referred them, all of the people on the list have raised their hand for assistance. We’ve tried to be clear; just because you’ve applied, it doesn’t mean you will be selected. Our full hope is that if this project goes well and we have a waiting list, we will pursue more grant money in the future.

Supervisor Yoder – Thank you both for all the work you’ve put into this.

Ms. Ryan – We need a vote from the board tonight to authorize signing these contracts.

Ms. Martin – A vote to approve these documents and authorize execution. All of these are still pre-contract documents. These are most of the pieces that need to be completed before we can get a contract from the Department of Housing and Community Development. Everything is due by February 19, 2021.

One a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to approve the documents and authorize execution (Document File Number 1154).

Supervisor Yoder – yes
Supervisor Kuchenbuch – yes
Supervisor Coleman – yes
Supervisor Boothe – yes
Supervisor Turman - yes

Agenda Item 2. – Meeting Called to Order.

Chairman Turman called the meeting to order at 7:00 p.m.

Agenda Item 3. – Opening Prayer.

The Opening Prayer was led by Supervisor Coleman.
Agenda Item 4. – Pledge of Allegiance.

Supervisor Yoder led in the Pledge of Allegiance.

Agenda Item 5. – Approval of Disbursements.

On a motion of Supervisor Boothe, seconded by Supervisor Coleman, and unanimously carried, it was resolved to approve the disbursements as presented.

- Supervisor Coleman – yes
- Supervisor Yoder – yes
- Supervisor Kuchenbuch – yes
- Supervisor Boothe – yes
- Supervisor Turman – yes

Agenda Item 6. – 7:00 p.m. Public Comment Period.

Chairman Turman read the handicap statement and opened the public comment period.

There were no public comments.

Agenda Item 10a. – Contract with Robinson, Farmer, Cox Associates for audit services for a three year term.

Ms. Ryan – At the last meeting it was approved for me to talk to them about a cost for services for the next three years. They have submitted their audit fee for fiscal years 2021, 2022, and 2023. For your information I have listed the previous fee for the past 3 years to compare to the current fee. The fee seems reasonable compared to what it has been. Not to mention that audit requirements have been increased due to COVID and other circumstances.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and unanimously carried, it was resolved to approve the contract and allow the Acting County Administrator to sign the document (Document File Number 1155).

- Supervisor Kuchenbuch – yes
- Supervisor Coleman – yes
- Supervisor Yoder – yes
- Supervisor Boothe – yes
- Supervisor Turman – yes

Agenda Item 7. – Ms. Amy Ingram, Registrar, and Mr. Brecc Avelllar, Electoral Board.

Mr. Avelllar – We’ve had a great year for election turnout. Citizens were happy about early voting. We want to thank you for supporting our efforts. We have some challenges coming up. There is a primary election in June that we had not planned on. We must conduct early voting, and staff it for 45 days. I am going to go through the short falls in our budget. The handout is in your packets. I’m prepared to answer any questions you may have. The bottom line
comes down to just under $14,000.00 that we need to ask you all to supplement us with to get us through the end of the year.

Ms. Ingram – We do anticipate having to have ten people per polling place and four people for the absentee.

Supervisor Yočer – It looks like only one party.

Ms. Ingram – The democrats will be holding a primary. The republicans will be holding a convention. We will try and conduct all the early voting upstairs in the office. If someone is disabled, we will go out to their car. We may have to have someone outside with a ballot box again. We won’t know all the rules until closer to the time.

Supervisor Yočer – I guess the General Assembly could change the rules. Can we use the CARES money for some of the additional funds?

Ms. Ryan – I think some of the $60,000.00 could be justified due to social distancing.

Supervisor Boothe – If the primary is changed, we can carry over the money into the next year.

Ms. Ryan – Yes, it can be carried over into the next year.

Ms. Ingram – We were originally told to plan for a June and August primary. We still don’t know if this will happen. This goes back to census data and redistricting.

Supervisor Yočer – What about local races?

Ms. Ingram – The new redistricting commission mentioned instead of having an August primary they may extend it and have a special election in March. A moment ago, I found out for local races that probably isn’t possible. I was advised to talk to the County Administrator and our attorney because I don’t think there is a provision without General Assembly action. We have Courthouse and Indian Valley, Supervisor and School Board that are defined by those requirements.

Supervisor Boothe – Where does the new election committee get the authority to extend the term of the House of Delegates until March?

Supervisor Kuchenbuch – You would think if they can do that for the House of Delegates, they could extend that to all localities.

Supervisor Yočer – So there is potential for many different primaries – local, House of Delegates, and this.

Ms. Ingram – If it’s a local primary, it must be on State primary day. There is an article I will share with you via email. It says that Virginia and New Jersey are the only states that have races based on districts in the census year.
Supervisor Yoder – Could we solve that problem ten years from now by changing the dates we get elected?

Supervisor Kuchenbuch – Yes, that would solve the problem.

Supervisor Yoder - In the past all five of us got elected at the same time.

Ms. Ingram – In the schedule of elections it would tell you how many localities have races this year. It is sixty localities. The state did get sued by two candidates to drop the number of signatures required due to COVID. The requirement was dropped from 10,000 to 2,000.

We also have an issue with our electronic pollbooks. We love our current system, unfortunately they have decided not to seek recertification in Virginia. The state has new minimum security standards that went into effect. There are four certified vendors in Virginia. Two have finished certification, and two that are in the midst of it and expected to certify. Of the four vendors, one has one client in Virginia, one vendor has two clients in Virginia, and the other two have the remaining clients. I would prefer to go with one that is tried and true. Hart is a vendor for Knowlnk Poll Pad. Hart is also our vendor for voting equipment. We have had great experiences using Hart for our optical scanners. They are responsive and good. We considered all four and are leaning towards Hart. All four estimates are within a couple thousand dollars of each other. The range is $22,000 – 25,000. The Poll Pad is a tablet that is an Apple based product. It easily accesses voter information and is user friendly. We can use what we currently have until the end of June. We’d like to replace the system quickly so we can be prepared for larger elections down the road. I am not aware of any grants or help available for funding.

Supervisor Boothe – You are talking about the $22,645. number?

Ms. Ingram – Yes.

Supervisor Kuchenbuch – Do we have to pay the annual poll fee?

Ms. Ingram – The first year covers licensure and support. On year two, it would pick up.

Supervisor Kuchenbuch – So that is a recurring fee?

Ms. Ingram – With our current poll book we have a recurring fee, but it’s much less than this.

Mr. Avellar – Instead of having to have two separate training sessions, we’ll only have one which will make up for some of the costs.

Supervisor Kuchenbuch – You also said that with the ease of the new device, it will speed things up. We don’t know what June is going to look like. And there may be new restrictions. Does it appear that the State will be providing COVID funding for elections?
Ms. Ingram – We have not heard either way. We do believe we have enough supplies for June.

Supervisor Boothe – Does this qualify for COVID?

Ms. Ryan – This is a grey area. You can’t use COVID money for anything that was already budgeted for. Did you have the June primary in your budget?

Ms. Ingram – I did have the June primary in the budget. November’s costs exceeded everything.

Supervisor Yoder - I think the only thing you can justify is the additional costs.

Ms. Ryan – That is what I’m thinking as well.

Supervisor Yoder – This is something we’ll have to buy regardless of COVID.

Ms. Ryan – What I recommend is using contingency for the $22,645 new pollbooks, but wait on the $13,000 amount. Tell them to go ahead, we might be able to use some of the CARES money for that. And at the end of the fiscal year, we can see how much we have available in department budgets and we can then take some out of contingency if need be.

Ms. Ingram – At the end, our entire department budget might come out over, and we could divert that money to cover it.

Supervisor Kuchenbuch – I have watched the electoral board and have been so impressed with their frugality and with making sure every citizen in this County was able to vote. And thank you to the Registrar and her staff.

Ms. Ingram – Thank you. We appreciate that.

Supervisor Yoder – On the $22,645, do we do that as a sole source, or do we bid it out?

Ms. Ingram – Elections are exempt from procurement of two or more vendors.

On a motion of Supervisor Boothe, seconded by Supervisor Yoder, and unanimously carried, it was resolved to approve transferring $22,645 from contingency to the Electoral Board for the purchase of new pollbooks.

  Supervisor Coleman – yes
  Supervisor Yoder – yes
  Supervisor Kuchenbuch – yes
  Supervisor Boothe – yes
  Supervisor Turman – yes

Agenda Item 8. – Representative from Federal Engineering to discuss radio system.
Mr. Sowers – I will turn my time over to Brad Barbour from Federal Engineering to discuss the recommendations report.

Mr. Barbour summarized the report as follows:

- Executive Summary, three phase process
  - Evaluate the current system, determine the key stakeholders’ requirements for a replacement system, and develop a conceptual design for the replacement system.
    - Conduct a project initiation and project goals review with the County and current radio system partners
    - Perform an existing system evaluation
    - Complete a coverage analysis and conceptual design to be utilized in the evaluation between analog and Project 25 (P25)
    - Deliver a public safety communications plan and summary presentation
  - Develop a Request for Proposal (RFP) and provide evaluation support
  - Support the implementation of the selected system
- Recommendations and Next Steps
  - Upgrade the existing analog system to a new system or replacing the current system with a P25 solution
  - Federal Engineering’s opinion is that the County should consider a P25 upgrade and expanding the existing system with a third site to improve coverage within the County. Funding and grant options are more readily available provided the new system is a public safety P25 standards-based system
  - Federal Engineering recommends a competitive procurement process to replace the existing analog system. This process would include the releasing of a RFP document. The RFP would allow for multiple vendors to provide proposals and pricing for the system expansion. The vendors would provide the detailed design of the system allowing for innovated approaches and placing system performance responsibilities on the vendors. The RFP should provide the vendors with the required functional specifications and include topics such as, but not limited to:
    - System functional operational requirements
    - Leveraging existing resources
    - Infrastructure equipment
    - Site subsystems
    - Dispatch equipment
    - Spectrum usage
    - Required coverage
    - System maintenance and support functions

Supervisor Yoder – Thank you to those involved. This is really important for the County. We have volunteers in dangerous situations because they love the County. The more we can do to keep all these folks safe, we need to step up and do it. It’s really important for the people we have, and it’s really important for our citizens.

Supervisor Kuchenbuch – How new is the P25 system?
Mr. Barbour – The P25 technology has been out since the late nineties. It’s a user driven approach developed by users around the world. This helps make sure it stays current. It continues to be refreshed and expanded, with new capabilities being added all the time.

Supervisor Kuchenbuch – I have a question specific to Virginia. How many legacy analog systems are left in the Commonwealth?

Mr. Barbour – I can’t give you an exact number. A lot of our rural clients are still on analog. The more rural the area, the more likely they are to still be on analog.

Supervisor Kuchenbuch – What other counties, other than Roanoke, are using the P25?

Mr. Barbour – Everyone in the Hampton Roads region, and the capital region.

Supervisor Kuchenbuch – How about around us? Just Roanoke?

Mr. Barbour – We are getting ready to start a project with the twin counties to the south of you, with Galax and the twin counties. They’ve asked us if there would be some synergy there if you guys decide to move forward. Maybe we could look at sharing some control equipment and things like that. I don’t know exact numbers.

Supervisor Kuchenbuch – In terms of frequencies, if we go with the full system and put the other site up in the northeastern section of the County, what do you believe is the difficulty in getting a new megahertz signal? Would that be difficult for us, or is the Federal Communications Commission looking at that in a new light?

Mr. Barbour – I don’t know that they are looking at you in a new light. One of the things we looked at is we could deploy the system with the frequencies that you have. We don’t foresee there being a licensing issue associated with doing that. The challenge is trying to deploy a new system on existing frequencies is it creates a split system. Some people will be operating on the old system, some people will be trying to migrate to the new system. You will lose a little bit of capacity on those during the transition. We could look at other bands, 700 or 800 are available. They would certainly be available in a rural area. Those frequencies don’t get used a lot in the State plans. The propagation systems for those bands are a little bit different, they don’t travel quite as far. Would we need to look at if we need more sites? Those are the risks to moving up within the band. The advantages are it’s a clean spectrum. You wouldn’t have the interference issues. You would not have the skip that occurs quite frequently with the UHF band. I wouldn’t foresee a problem licensing a new system, refreshing it on your existing channels with the added sites.

Supervisor Kuchenbuch – This was a very well written and understandable package. Thank you for doing such a good job.

Mr. Barbour – I’d like to thank Mr. Sowers and his staff. They really helped us out a lot as well. It’s key for us coming in as a consultant to be able to work with County staff to understand what the real issues are. We don’t try and come in with a presupposed opinion about what is needed.
Supervisor Kuchenbuch – Public safety and the safety of our first responders is of utmost importance.

Supervisor Boothe – Some of the equipment we are replacing is the same equipment I worked with in the nineties. This was prior to the P25 program being available. At the time, if this had been an option, we would have already been there. If we can make it safer for our first responders, we should do it.

Supervisor Yoder – And it's a lot safer for our citizens too.

Supervisor Turman – I started with the Sheriff's Department in '77. If I was in my driveway, I had to call Patrick County to sign me off. If I was in Supervisor Coleman's district I'd have to go to Pulaski. We are still way behind what it should be. Like Supervisor Yoder said, it's not only our officers' safety, it's our citizens too. It’s about time we upgraded.

Supervisor Coleman – I’d like to stress a few things. The first one is there was lot of work put into this. Supervisor Boothe and I met with Mr. Sowers several times. Mr. Sowers made sure nothing was left unturned. We spent about six hours going through various parts of the County obtaining GPS locations and sending them to Federal Engineering for review. One of the emptiest feelings is when tragedy befalls a friend, a neighbor, someone in your community, and not being able to effectively communicate. Communication is key, and we know that communication is one of the first things to go. Something we must provide as a Board, is the ability of our citizens to be cared for. This is a huge part of it. We can have the best equipment and apparatus, but if we can’t talk, we are hurting. I appreciate all the effort that has gone into this, I don’t take it lightly. It’s a big price tag, but it’s a big price tag either way. I hope we can come together and make something happen for our community.

Supervisor Kuchenbuch – One of the surprises I’ve found is that I didn’t realize how good coverage was in the valley. I thought we’d need three greenfield sites. Who are the P25 vendors?

Mr. Barbour – L3 Harris in Lynchburg, Motorola, PF Johnson are the three that you most likely will see.

Supervisor Kuchenbuch – Would you help with any grant work?

Mr. Barbour – We can certainly help you look at that. I know there is another window coming up on the State site. Another thing I want to point out if you are looking at grant funding on a federal perspective if there’s any available, P25 equipment is more likely to get grant funding than the analog equipment. Also, systems that are regional in nature are more likely to get federal grant funding. Something to think about if there were some synergies with the twin cities cooperative, that might be an option too. A regional package would be more likely to get grant funding.

Supervisor Kuchenbuch – We are talking about Grayson and Carroll counties?
Mr. Barbour – Yes, and the city of Galax.

Ms. Ryan – I am curious about the interoperability. Would we no longer be able to communicate with Patrick, Franklin, and Montgomery?

Mr. Barbour – Once you decide about what technology you’re going to use, we typically try and put in gateways that allow you to interconnect your system with their system. You’d still have interoperability to be patched to the dispatch center.

Supervisor Yoder – What’s the difference between P25 and analog just from mobile to mobile. Is there a difference with a handheld unit as far as how well it works?

Mr. Barbour – It’s close. As a rule, digital technology tends to operate at a little bit further range than analog. Analog gets scratchy, then there’s nothing. With digital it gets a little poppy and then it’s gone.

Ms. Ryan – Do the cost estimates include the costs for Federal Engineering to do the procurement or the project management?

Mr. Barbour – No, it does not.

Ms. Ryan - And it doesn’t include the land or any land development fees?

Mr. Barbour – It doesn’t include site acquisition costs. Site civils are included, site acquisitions are not.

Supervisor Kuchenbuch – I also noticed that you have HVACs [heating, ventilation, and air conditioning] and generators. Does Federal Engineering do any work with solar?

Mr. Barbour – We haven’t seen a lot of solar deployments. It’s certainly something we can look at depending on the size of the site. You’d probably be right on the borderline of doing solar. There might be some remote sites where we want to look at that. More typically you are looking at standard diesel or LP generators. They provide a little bit more robustness than solar does. We’ve done solar a lot on mountain top sites, especially if they are on forestry property.

Supervisor Boothe – We started addressing this in 2006, 2007. We tried to piecemeal it, completing it in stages. This is something we need to do in one fluid motion.

Supervisor Yoder – Interest rates are at a good point right now.

Mr. Barbour – The other problem with phased deployment is sub costs due to putting in certain equipment and then the process takes four to six years to get to the next phase. Now that equipment must either be upgraded or replaced. More and more of these systems are built with commercial off the shelf technology.

Ms. Ryan – Under Item 10d we have discussion of seeking financing. Do you want to decide about the equipment first and then talk about the financing? Or do you want to roll it all together in one conversation? It seems to be consensus to go with the P25 with four sites.
Mr. Sowers – I recommend to you all to go all in or not touch it. One other thing regarding channel spacing. Correct me if I’m wrong, with the P25, when you go from analog to digital, the one channel turns into two.

Mr. Barbour – It can. The P25 offers two different options. It offers phase one which is your standard one talk path per channel. Phase two offers two talk paths per channel. Phase two would be a little more expensive than what we’ve quoted, but it’s future proofing your system.

Mr. Sowers – The Sheriff’s Department has some room for growth as far as meeting some of their needs, and we’ll talk about that later.

Supervisor Kuchenbuch – When you were talking about 700 and 800, does that cost more money to go the new system?

Mr. Barbour – The band doesn’t drive the cost.

Supervisor Kuchenbuch – It would be the type of radios we’d buy.

Mr. Barbour – That would be the predominate factor.

Mr. Sowers – Correct me if I’m wrong, when you get into 700 and 800 it depends on how the wave can move, how it travels through a building. They conducted studies last time when we went to 450 megahertz. That megahertz was what worked best in Floyd to get the best range.

Mr. Barbour – The only caveat I would add to that is UHF does tend to be more prone to interference. It might propagate better, but it’s more subject to interference. It’s a little bit of a tradeoff.

Mr. Sowers - I would like to get approval from the Board to discuss a phase two with Federal Engineering. We’ll try and work out some of the details while you all work on the finance side. We won’t sign anything until it has come before the Board. I feel comfortable with the work that they’ve done and if we decide to go to the second step I would like to partner with Federal Engineering.

Ms. Ryan - With phase two you are talking about authorizing Federal Engineering to go out and develop the specifications and going out to bid.

Mr. Sowers – I would like to have a negotiation with Federal Engineering.

Supervisor Kuchenbuch – How do all the of the E911 upgrades work with this?

Mr. Sowers - We must get new consoles, that is worked into the plan. There are so many components, this is just one part. One of the things that sped this up, we were offered some tower space by AEP. It’s right next to our current location. I think now is the time to do it.
Supervisor Kuchenbuch - Do you think there will be federal funds? Is there state funding for Emergency Management?

Mr. Sowers - From time to time there is Homeland Security money available. There is other grant funding through Rescue and Fire that we can investigate. We’ve had some close calls; we need to do something about it.

**Agenda Item 10b. - Contract with Atlantic Emergency Solutions for an Enforcer 750 Gallon Pumper for a purchase price of $598,829.00.**

Mr. Sowers - I’d like to move on to the new engine for Station 2, the Willis Fire Department. I spoke with the representative earlier and removed some items bringing the price down to $579,393.00. We’ve done business with Pierce Manufacturing since 1985. We can save $18,476.00 if we prepay for the truck. The caveat is most banks want the title in 60 to 90 days. The company can provide a VIN number, but not an actual title. Sometimes the bank will accept the VIN in lieu of the title. If we don’t sign a bid for this truck within the next thirty days, the price will increase by 5%. If the Board feels confident to proceed, we can, if not the price will go up $30,000. This truck is equipped with EZ Track front suspension. This makes the truck all-wheel drive up to 20 miles per hour and is the same height as the two wheel trucks. This will enable us to access places we couldn’t get to before. It is a great expense, costing $45,000. This is a fairly new feature. What are your thoughts?

Supervisor Boothe - I think we should proceed.

Supervisor Yoder - Would you tell me what 750 gallon and what capacity pump it is?

Mr. Sowers - The 750 has the 25 gallon foam system on it. The overall length is 29 feet, 96 inches wide, 9 ft 6 in overall height. The Enforcer chassis is 450 horsepower, 1250 torque, and an Allison transmission. The cab holds six people, two in the front, four in the rear.

Supervisor Turman - How many feet of hose does the truck hold?

Mr. Sowers - This will vary according to the truck and the size of the hold. Most trucks have about 600 feet of supply line.

Supervisor Yoder - Did we receive more than one bid?

Mr. Sowers - Working with the Houston Galveston bid eliminates that process.

On a motion of Supervisor Coleman, seconded by Supervisor Boothe, and carried, it was resolved to approve the contract with Atlantic Emergency Solutions for an Enforcer 750 Gallon Pumper in the amount of $579,939.00 (Document File Number 1156).

- Supervisor Coleman – yes
- Supervisor Yoder – yes
- Supervisor Kuchenbuch – yes
- Supervisor Boothe – yes
- Supervisor Turman – yes
Agenda Item 10.c. – Request permission to go ahead with lighting update at Maintenance Shop prior to re-roof of facility.

Ms. Ryan – At the last meeting Mr. Bolt came before you and talked to you about going out to bid for a re-roof of the Maintenance Building at Solid Waste and he also said there was a need for new lighting at the Maintenance Building. At the time you approved the re-roof but said the lighting could wait until after the roof project. Mr. Bolt feels like he should proceed with the lighting now. He says the roof does not have any effect on where the lighting will be placed because none of them will be under areas that currently leaks. If you will authorize it, we will advertise the lighting project.

On a motion of Supervisor Kuchenbuch, seconded by Supervisor Yoder, and unanimously carried, it was resolved to authorize the Acting County Administrator to advertise replacement of lights at the Maintenance Building at Solid Waste.

  Supervisor Coleman – yes
  Supervisor Yoder – yes
  Supervisor Kuchenbuch – yes
  Supervisor Boothe – yes
  Supervisor Turman – yes

Agenda Item 10.d. – Discussion of seeking financing for equipment and other capital items.

Ms. Ryan – This Friday we are having a bid opening for the front loading garbage truck. At that point we will know the low bid for that item. The ambulance is already in the process of being built. Tomorrow we will have a signed contract for the fire pumper. By the end of this week we should have firm prices on those three items. In addition there is the radio system financing. Also, there is the other part of the Growth Center financing. Do we want to ask Davenport and Company to put a financing proposal together that includes all of these items? If so, for how many years do we want the financing to be? Do we want to finance everything or do we want to use unrestricted fund balance for part of the package? We can ask Davenport to present more than one alternative to us.

By consensus the Board agreed to ask Davenport to present more than one alternative for financing.

Ms. Ryan – I think based on the items to be included in the financing we will be looking at roughly $8 million.

Supervisor Yoder – With the equipment we probably can’t go beyond 10 years, can we?

Vice Chairman Boothe – That is my concern about combining the items. We might have to have two separate financings.

Vice Chairman Boothe – Are we going to be able to make it this year without doing the additional box on the ambulance?
Ms. Ryan – We have already ordered two ambulances this year – one to paid for out of CARES and for the other we have a grant that pays for almost half of it. Mr. Phillip Belcher [Operations Manager] talked to me the other day about his FY22 budget. I asked what he planned to do with the ambulances being replaced. He said in FY22 maybe we could put a new box on one and making it a backup.

Supervisor Kuchenbuch – Didn’t we have money in this year’s budget for the ambulance?

Ms. Ryan – We had the debt service payment on a loan for the garbage truck, fire engine, and one ambulance. One piece of good news is that we have waited so late in the year to procure these items that there will be no debt service payment in FY21.

Supervisor Yoder – With some of this already built into our budget, next year there will be some additional costs, but some of this is already built into a level funded budget.

Ms. Ryan – I would say the garbage truck, fire engine, and ambulance are built into it, but not the radio system or shell building.

Agenda Item 10.e. – Discussion of vaccine center one day a week in Floyd County.

Ms. Ryan – We were looking at the library as a possible site. Ms. Kamala Bauer very kindly offered the use of the Floyd Eco Center as a possible site. Two representatives from the New River Task Force came and looked at both the library and the Eco Center. They had some concerns about the parking situation at the library, the traffic flow, and they would have to use more room in the facility than had originally been offered. When they got out to the Floyd Eco Center and saw the parking, the road in, and the facility itself; they said it was ideal. Ms. Bauer has very graciously offered the use of the facility at no cost to the County. We can set it up once and leave it set up for the entire duration, which could take several weeks. She asked that we handle the road scraping if there is snow and the COVID cleaning. We will do a light cleanup after each event and a major COVID cleanup at the end of vaccine distribution.

Supervisor Kuchenbuch – I was floored when I got the initial email from Ms. Bauer and I sent it on to Ms. Ryan. This is an example of citizens working with County government to help all citizens here. It is a wonderful thing.

Ms. Ryan – Mr. Kevin Sowers is going to a New River Task Force meeting this Friday where they are supposed to provide more information about getting vaccine centers set up in localities. We are really working toward the goal of having a vaccine center here in Floyd. I want to let you know another way in which the library staff has stepped up to help in this situation. One of our concerns is that a lot of citizens do not have internet access, which is the preferred way to register for a vaccine. They have agreed that any Floyd County citizen in the 1b group who does not have internet and wants to get on the registration list to get an appointment, the citizen can call the library and the Branch Manager and Assistant Branch Manager will take their information and while the citizen is on the phone sign them into the Road to Access website. They are not actually making an appointment for the citizen, but they are providing the information so the New River Health District can call the citizen back to set up
an appointment. Also, Sheriff Craig is having the Dispatchers tell the people on the “Rise and Shine” call list about the Road to Wellness website and encouraging them to register or contact the library if they do not have internet access. Mr. Chad Alls in Social Services is having the Benefit Specialists do the same thing with citizens they contact. We are trying to get the word out in as many ways as we can.

Vice Chairman Boothe – Have you made any progress on a test center site?

Ms. Ryan – That is still in the works. Mr. James Pritchett has agreed that the New River Valley Community Services facility in Floyd can be used as a self-test kit site. He can provide one staff person and one computer three days a week. Giles County is already doing this. The Giles County Administrator says it takes about two people to do it. The most people they have seen on any day is 20 people. The person drives up and one staff person helps with parking and providing an overview of the process. The person drives through the site and the other staff person acts as a coach. The coach hands the person a kit and explains how to administer the test to himself. The person puts the used kit in a plastic bag, which is then put in a separate plastic bag and handed to the Coach. The Coach stores the self-test kit bags in a cooler. The tests have to be transported to Blacksburg on that morning. I still need to find another person and transportation of the tests.

Vice Chairman Boothe – I talked to an agency who might be able to help with this process.

Supervisor Yoder – Do we know if there is a shortage of available tests?

Ms. Ryan – It sounds like there are plenty of self-test kits.

Supervisor Yoder – Is it hard for someone to go and get tested?

Ms. Ryan – If you just want a test, I don’t think so. If you want a rapid test, I think that is a problem. Today Chris McClarney, the Giles County Administrator, said the self-test kits used to take 2 days to get a result. But this past week there have been so few people being tested that they self-test in the morning and get the results that same evening.

Supervisor Yoder – I was just wondering if there is a big need for a self-test site. Right now our focus needs to be on the vaccine center.

Ms. Ryan – Yes, we are putting our priority on getting a vaccine center, but would like to have a self-test site in Floyd for the convenience of our citizens.

Agenda Item 11. – Old/New Business.

Ms. Ryan – At a previous meeting we discussed how many Floyd-Floyd County Public Service Authority (PSA) connections had been prepaid and how many of those have been used. We received a listing and sign off sheet from PSA. If you are comfortable with it, please authorize me to sign it and we will continue to sign off as we use them in the future.
On a motion of Supervisor Kuchenbuch, seconded by Supervisor Boothe, and unanimously carried, it was resolved to authorize the Acting County Administrator to sign off on the use of a water and sewer availability for the Floyd Growth Center (Document File Number 1157).

Supervisor Coleman – yes
Supervisor Yoder – yes
Supervisor Kuchenbuch – yes
Supervisor Boothe – yes
Supervisor Turman – yes

Agenda Item 12. – Board Member Time.

Vice Chairman Boothe – I would like to ask that you consider using some of the $460,000 in Meals Tax Fund to build an office and storage area at the Recreation Park in order to make the current location available for use by another agency. I know another agency has been authorized to hire 2 more people. They will hire 1 and split an existing office.

Supervisor Yoder – That money is budgeted every year isn’t it?

Ms. Ryan – I am glad you asked that question. The way we budget we always have our revenues match our expenditures. When we budget money in the Meals Tax Fund that assumes we are going to use that money to pay capital expenditures that year. But we have never touched the Meals Tax Fund, which is why it has built up to $460,000. But we prepare the budget in such a way that it assumes we are using this collection to meet our expenditures for that year.

Supervisor Yoder – But that amount is included in our fund balance at the end of the year so if we spend it down we are essentially spending our fund balance down. Ideally we would change the way we budget and appropriate.

Ms. Ryan – I would recommend that either we don’t budget any revenue if we don’t plan to spend it that year or if we do budget to receive that we also budget as to what capital projects it is being used to purchase.

Ms. Kuchenbuch – You are asking to build something. We could also buy something.

Vice Chairman Boothe – As long as it was a capital expenditure. I would not want to see us use the Meals Tax for debt service.

Ms. Ryan – We could use it for the ambulance or garbage truck.

Supervisor Coleman – I am open to what you are proposing. I am wondering if Davenport will say this is what you can do.

Ms. Ryan – As one of the alternatives we can tell Davenport about this fund and find out how it can be used as part of a financing alternative.
Vice Chairman Boothe – I know the space problem is going to be a big problem before long. It might be better to finance a new building rather than just paying for it, but right now there is this money available that would qualify.

Supervisor Coleman – I think for due diligence we should do everything we can to look at all of our resources to make sure we are getting the best bang for our bucks.

Vice Chairman Boothe – The promise you made to the citizens when the Meals Tax passed was that it would be used for capital projects.

Supervisor Yoder – We have to use the Meals Tax for capital projects. Our fund balance has stayed fairly even for the past couple of years and we have shifted some money from one to another by not spending it.

Supervisor Kuchenbuch – We have to show what we spend this fund on. We owe that to our constituents.

Ms. Ryan – Absolutely. I think this is great that you brought this up for discussion.

Vice Chairman Boothe – Add this to the items for Davenport to look at and explain what I brought up and see which way is better.

Supervisor Yoder – But if we do that our fund balance goes down and we are going backwards on fund balance which puts us in a worse position.

Ms. Ryan – I think we should offer it as an alternative and see what it looks like if we use it and what it looks like if we don’t use it.

Supervisor Yoder – I am reluctant to spend fund balance because we finally got it to the point that our auditors say we are where we need to be.

Supervisor Kuchenbuch – …but $460,000 is from Meals Tax…

Vice Chairman Boothe – …which is supposed to be spent on capital projects.

Ms. Ryan – Once I have the actual numbers on some of the projects and equipment we discussed, I think the Recreation Building could be included as part of the $8 million.

Vice Chairman Boothe – There will also be renovation costs to the space.

Supervisor Yoder – $460,000 is a big chunk out of fund balance.

Ms. Ryan – Do you want to suggest an upper limit to Davenport as to how much of it you would be comfortable using?

Supervisor Coleman – I wouldn’t be comfortable make that determination. Tell them this is how much we have and this is our intentions.
Ms. Ryan – I want to check something with Mr. Scott Wickham, our County Auditor, tomorrow. The more I think about it the Meals Tax Fund might not be part of the unrestricted fund balance, because we put a restriction on items that can be purchased from it. If that is the case, then using it now will have no effect on our unrestricted fund balance that we are trying to build up.

Supervisor Yoder – That makes sense. My big concern is about future inflation and our current unrestricted fund balance may not be enough.

Ms. Ryan – If we can put the Recreation Building in the list of projects and equipment to be financed and keep it at $8 million, should I include it?

Supervisor Yoder – If we are borrowing money, we might as well do it all. Frankly a building is a better long-term investment than some of the other things like a garbage truck.

Supervisor Coleman – Do you think we will have some of this information by our next day meeting?

Ms. Ryan – We will know the garbage truck bid. I will email Mr. Wickham and ask about the classification of the Meals Tax Fund. I will email Mr. Rose at Davenport and see if he is available for our February 9 meeting.

Supervisor Coleman – I would like to have some of this information before we start budget discussions.

Agenda Item 13. – Adjournment.

On a motion of Supervisor Yoder, seconded by Supervisor Kuchenbuch, and carried, it was resolved to adjourn the meeting to February 9, 2021 at 8:30 a.m.

Cynthia Ryan, Acting County Administrator

Joe D. Turman, Chairman, Board of Supervisors
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## Before Checks

### Listing of Invoices for 2/09/2021 -- 2/09/2021

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**Major Total: 921.42**

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ACCOUNT TOTAL: 12,453.88
ACCOUNT TOTAL: 469.37
ACCOUNT TOTAL: 4,412.20
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FLOYD COUNTY
BEFORE CHECKS
LISTING OF INVOICES FOR 2/09/2021 -- 2/09/2021
PAGE 7
FUND # - 001
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| 3206   | STATE FIRE FUND PROGRAM  
FLOYD COUNTY VOLUNTEER | 02012021 | REIMBURSEMENT | 901.46 | ACCOUNT TOTAL | 901.46 * |

**FUND AND RESCUE FUND**

*ACCOUNT TOTAL 221.99 *

**ACCOUNT TOTAL 901.46 **

**MAJOR TOTAL 1,123.45 **

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**Fund Total**: 69,609.38
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**ACCOUNT TOTAL**

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**TOTAL DUE** 229,814.94

Approved at meeting of ____________________________ on ________________.

Signed ____________________________ ____________________________

Title Date

__________________________ ____________________________

Title Date

__________________________ ____________________________

Title Date
1) Trench and Hillside Erosion Reclamation

The trench repair was completed in the fall of 2020 and the DEQ has been informed. Draper Aden Associates perform quarterly inspections and photo-documentation. DEQ will continue to inspect the feature, so the County will have to continue to watch this area and make any repairs, reseeding to the slope, as needed. Draper Aden Associates is happy to continue our quarterly surveillance.

Photo of erosion before repairs:
Photo after repairs:
2) Status of Groundwater Monitoring

Due to continued observation of groundwater monitoring parameters exceeding Groundwater Protection Standards, the facility is required by DEQ, per Virginia Solid Waste Management Regulations (VSWMR), to maintain semiannual Corrective Action Monitoring.

The last sampling event occurred November 4, 2020. The next semiannual event will be conducted in May 2021.

Exceedances observed on the November 2020 event include:

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Pertinent observations:

- MW-10 is located on the adjacent property. MW-19 is on County property upgradient with respect to groundwater flow. Note that 1,1-Dichloroethane decreases in concentration as groundwater flows from MW-19 to MW-10. Further down from MW-10 on the adjacent property is MW-21, which does not exceed the Standard for any analyte. So, natural attenuation is occurring. More time is needed to let closure and natural attenuation decrease analyte concentrations.
• Spring S-4 continues to show Groundwater Protection Standard exceedance, however, the frequency of exceedances is decreasing. DEQ is focused on S-4 because of their guidance regarding transfer of contaminants from groundwater to surface water. The County proposed interim measures to address this in 2018. DEQ continues to evaluate the situation. But, the reduced exceedances at S-4 is good news.

• The other wells and analytes exceeding a Groundwater Protection Standard are routine observations and will ultimately be addressed by natural attenuation corrective action.

Per VSWMR, the County can petition DEQ to terminate corrective action and groundwater monitoring after all required monitoring parameters are below the Groundwater Protection Standard for three (3) consecutive years (six semiannual monitoring events).

A Corrective Action Status Evaluation (CASE) Report is due to be submitted to DEQ this year in August 2021. This 4-year report is required by VSWMR and provides a status of the corrective action progress. Data analysis to be completed for the 2021 CASE Report will provide an update on progress toward meeting these goals and when the County can petition for termination.
January 2021 Plats

3 - Family Subdivision, Tax Map # 32-80 (39.154 acres); New parcel “Lot 1” 2.000 acres to be conveyed to Joshua A. Stokes, New parcel “Lot 2” 2.000 acres to be conveyed to Jaysen L. Stokes and Catherine Stokes, New parcel “Lot 3” 2.000 acres to be conveyed to Megan M. Kaufmann and Jacob E. Kaufmann, and remainder being 33.154 acres. Property of James K. Stokes (AKA Kevin K. Stokes) and Robin M. Stokes, located on Secondary Route 639 (Boothe Creek Rd) in the Locust Grove Magisterial District on survey dated December 8, 2020, Job # 0079 by Douglas R. Meredith, Jr.

Approved by the Planning Commission December 2020

January 2021 Plats of Record

15.960 acres. Tax Map # 75-7. Property of Clovice Manilla Shockley, Paul McKinley Goad, Delene Faye Hodnett, and Christine G. Goad, located on Secondary Route 628 (Rock Church Rd SW) in the Burks Fork Magisterial District on survey dated December 11, 2020, Job # 2613 by Brian L. Sutphin.

0.2616 acres. Tax Map # 32-33A. Property of Rebecca C. Peters and Jesse A. Jones, located on US Route 221 (Floyd Highway S) and Secondary Route 664 (River Ridge Rd NE) in the Locust Grove Magisterial District on survey dated January 14, 2021, Job # 207-20 by John D. Lewis.
## Subdivision Agent Report

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<th>Subdivision Total Acreage</th>
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Updated 2/3/2021
Department of Emergency Management  
County of Floyd  
120 West Oxford Street  PO Box 218  Floyd, VA 24091  
Phone: 540-745-9359  Fax: 540-745-9305  

February 9, 2021  

RE: Request for Naming of Shared Drive; Tax Map #’s 073-45K, 073-45B & 073-39  

Dear Board Members,  

The Floyd County Emergency Management Department would like to submit a request for the naming of a shared drive consisting of three (3) or more dwellings along Tax Map #’s 073-45K, 073-45B and 073-39. All property owners along the shared drive have submitted signed road name request forms in agreeance upon the proposed name of “Laurel Heather Pass”. Therefore, the Floyd County Emergency Management Department would like to ask that the Floyd County Board of Supervisors review the proposed road name request and come to a decision on the naming of the above-mentioned shared drive.  

Thank you!  

Sincerely,  

Alicia Kaye Bosniak  
Building Official Secretary/E911 Data Technician
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<th>Contact Person</th>
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<td>Johnson Truck Center</td>
<td>Paul Amalfitano</td>
<td>500 Wilson Point Road, Baltimore, MD 21220</td>
<td><a href="mailto:pama@johnstono.com">pama@johnstono.com</a></td>
<td>443-425-7647</td>
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<td>Mid-Atlantic Waste Systems</td>
<td>Kevin Odenwelder</td>
<td>793 Union Street, Salem, VA 24153</td>
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<td>800-338-7274</td>
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<td>Excel Truck Group</td>
<td>C. Shane Brown</td>
<td>267 Lee Highway, Roanoke, VA 24019</td>
<td><a href="mailto:sbrown@excehl.com">sbrown@excehl.com</a></td>
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<td>18285 Lee Highway, Abingdon, VA 24210</td>
<td><a href="mailto:arnold.day@thetruckpeople.com">arnold.day@thetruckpeople.com</a></td>
<td>304-887-6528</td>
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<td>Norm Catterton</td>
<td>P.O. Box 708 Newington, VA 22122</td>
<td><a href="mailto:NCatterton@equipmentworksinc.com">NCatterton@equipmentworksinc.com</a></td>
<td>703-550-2685</td>
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<td>P.O. Box 708 Newington, VA 22122</td>
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<td>Maryland Industrial Trucks, Inc.</td>
<td>Tim Burns</td>
<td>1330 W. Nursery Road, Linthicum, Maryland 21090</td>
<td><a href="mailto:tburns@m-industrialtrucks.com">tburns@m-industrialtrucks.com</a></td>
<td>410-200-7344</td>
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<td>1330 W. Nursery Road, Linthicum, Maryland 21090</td>
<td><a href="mailto:tburns@m-industrialtrucks.com">tburns@m-industrialtrucks.com</a></td>
<td>410-200-7344</td>
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1/29/2021 Opened by: Cynthia Ryan, Acting County Administrator
1/29/2021 Witnessed by: Angela Ellis, Accounting Technician
Floyd County
120 West Oxford St.
Floyd VA 24091

Primary: 540-745-9300

22 Pete 520
Mileage in: 0 out:
Lic: ? Cyl Eng
Vin:
Eq:

Job01 2022 Front Load Pete DA

Labor: 0.00 hrs@$115.00/hr=$0.00

Paid

Received By: ________________________________

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Thank you for choosing Equipment Works, Inc.

**A Truck Chassis IS IN STOCK AND AVAILABLE PENDING PRIOR SALE. DELIVERY 120 DAYS FROM RECEIPT OF PO.**
BID SPECIFICATIONS FOR
FRONT END LOADING COMPACTION BODY

COUNTY OF FLOYD
IN THE STATE OF: VIRGINIA

DATE: December 29, 2020

It is the intent of these specifications to describe the minimum requirements of a complete front end loading compaction body with lifting arms to service pick-up sleeve front loader containerized refuse equipment and provide off loading of collected waste by means of full ejection.

DUMP OFF LOADING BODIES WILL NOT BE CONSIDERED

The omission of any standard feature description shall not alleviate the bidder from the responsibility of furnishing a complete body with all standard equipment of the manufacturer's latest improved model in current production as offered to commercial trade. The body shall conform in strength, quality of material and workmanship to that provided by the best manufacturing and engineering practices of the industry.

It is required that the units, as specified herein, shall be completely assembled and adjusted and that all equipment, including standard and optional equipment, be installed on a chassis furnished by others and unit made ready for continuous operation.

As it is our desire to buy American, bidders using components or parts of other than an American manufacture shall so state in their bid.

The bidder shall represent by his bid that all equipment to be furnished under this bid is new and unused.

All bidders shall attach a statement that the unit offered meets these specifications exactly, or list any exceptions fully and accurately.

The following bid specifications are the minimum acceptable specifications, based on economy and usability.

EACH BIDDER IS REQUIRED TO COMPLETE EVERY SPACE IN THE BIDDERS RESPONSE COLUMN BY CHECK (X) UNDER YES OR NO TO INDICATE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL NO RESPONSES AND ALL DEVIATIONS WHATSOEVER MUST BE FULLY EXPLAINED ON A SEPARATE PAGE. FAILURE TO DO SO CAN BE USED AS BASIS FOR REJECTION OF BID. FAILURE TO DELIVER UNIT AS PROPOSED WILL RESULT IN REJECTION OF UNIT.
SPECIFICATIONS AND STANDARDS

When factory-printed literature, submitted to support the bid, does not indicate compliance with the specifications and your company can meet these specifications by modifications, you must so state in writing that you can meet the specifications and the necessary modifications be listed. Such writing must be submitted at bid opening time as part of your bid. Bidders must state make and model number of the unit they are offering. Bids submitted shall be on the latest current model of equipment meeting specifications.

BODY CAPACITY

The net capacity of the body including the usable body and hopper volume shall be 40 cubic yards minimum.
If less than minimum, state yardage: 

BIDDER'S RESPONSE COLUMN

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BODY CONSTRUCTION

1) For maximum life the body sides, floor and roof, shall be constructed of a minimum 100,000 PSI yield steel.

2) Body dimensions:
   - 107-3/8" Height with Arms Down (Above chassis frame).
   - 119-1/4" Height with Arms Up (Above chassis frame).
   - 96" Width
   - Length: Body and Tailgate - 40 cu. yd. = 289"

3) For strength with light weight, the side, roof and floor sheet rearward of the hopper area shall be the radius outward on a continuous arc from each horizontal corner mating. This will allow maximum strength without the added weight of vertical or horizontal bracing.

4) Body minimum acceptable material rearward of hopper area.
   a. Floor 7 Ga. - 100,000 PSI yield steel.
   b. Sides 7 Ga. - 100,000 PSI yield steel.
   c. Roof 10 Ga. - 100,000 PSI yield steel.

5) Front roof reinforcement shall be 7 Ga. 50,000 PSI yield, 6-5/8" x 2-3/16" wide formed channel, reinforced with 7 Ga. 50,000 PSI yield steel plate. Rear roof reinforcement shall be 3" x 2" x 3/15" wall structural tube interlaced with rear corner post.
   a. Body retainer teeth, two rows, shall be provided.

6) Supporting the radius floor sheet shall be two (2) 7" high "Vee" Flange formed long sills with 13" of width at the floor sheet and 3" of width at the truck frame. The sills shall be formed of 7 Ga. 100,000 PSI yield steel, fully gusseted internally. The front of the "Vee" long sills shall butt into a 6" x 4" x ¼" wall structural tube cross member.

See List

---

2
TAILGATE (CONT'D.)

2) The tailgate shall be opened and unlocked by two (2) double acting hydraulic cylinders.
   a. Tailgate cylinders shall be a minimum 3" I.D. 33" stroke with 1-3/4" induction hardened chrome rod, buffer seal, DU rod bearing and canned wiper.
   b. The tailgate shall be secured by two (2) steel locks powered automatically by hydraulic cylinders. Locks shall capture latch pins (2 per side), pull and hold tailgate tight to rear of body. The tailgate shall open above horizontal position for clean ejection of load. Bodies that require additional cylinders to lock and unlock the tailgate or tailgates that must first slide vertically to unlock are not acceptable.

3) The tailgate shall be securely hinged, using 1" plates to the reinforced rear edge of the roof, tied directly into the rear post, and rotate on cold rolled steel hinge pins with a minimum of 2-1/2" diameter. The tailgate hinge plates shall be four (4) ½” plates with 3-1/2” diameter½” wall bosses.

4) Tailgate shall include a maintenance prop to prop tailgate open for servicing inside of the body.

5) Tailgate shall have a bulb type gasket seal to prevent leakage at the bottom and 41" up each side of tailgate. Seal must be installed on the tailgate.

6) An in-cab console mounted light and audible alarm will be provided to indicate the tailgate is not fully closed and locked.

LIFT ARMS

1) The lift arms shall be two (2) "U" shaped weldments, minimum 3-1/2" x 9-1/2" at rear, 8" at front bolted to a fully body width torque tube of 4" OD 5/8" wall seamless steel tube located at the forward bottom of the hopper directly behind the truck cab.

2) The arms shall be constructed of, full length,¾" x 3" 80,000 PSI yield outer and inner arm bars, with ¾" 100,000 PSI yield side plates, ½" 50,000 PSI yield cylinder anchor point. The arm mounting to torque tube block shall be 1-1/2" thick. The fork assembly end shall have a bolt on bearing assembly with pressed-in 3" bronze bearing (split bearing clock is not acceptable).

3) The lift arms shall be attached to the torque tube by (4) ¾" grade 8 bolts per side and shall be interchangeable between sides and units. The torque tube shall extend through the arm mounting plate.
LIFT ARMS (CONT'D.)

4) Body mounted torque tube shall rotate in two (2) bronze bearings easily accessible for lubrication, by the use of (2) zerk's, one from the top and one from the bottom. The bearing caps shall be mounted by (4) 10-3/4" x 5" long, grade 8 bolts per cap, vertical in position (horizontal bolts will not be accepted).

5) Lift arms shall have a minimum structural capacity of 10,000 lb. and a minimum lift capacity of 8,000 lb., measured at the center line of a standard 8 cu. yd. container.

6) With the arms full down, the lift-starting lever shall not be less than 24" and with arm full up, the arm lower-starting lever shall not be less than 11" to minimize torque tube bearing wear and baring cap forces.

7) Arm and fork cycle times shall not be more than 20 seconds.

8) Pick up, dump and disengagement will be done without the need for assistance and without the drive leaving the cab.

9) The lift arms, during the dump cycle must not obstruct or interfere with the opening of the cab doors on either side.

10) The lift arms shall be capable of lifting loaded containers from a truck dock with 10' maximum pocket height.

11) The arm assembly shall be designed to carry in the full raised or lowered position during travel between stops. (All cab over chassis except Condor.)

12) In the full raised position the lift arm shall rest on rubber bumpers attached to the center post, 54" minimum above the floor.

13) Main arm lift cylinders shall mount outboard of the body for easy accessibility.
   a. Lift arms shall be powered by two (2) 4-1/2" I.D. double acting hydraulic cylinders, 49" stroke, having a minimum 2" diameter hardened chrome plated rod, buffer seal, DU rod bearing, and canned wiper. Arm rotation shall be 102 degrees.

14) The pick-up forks shall be a minimum of 1" thick, 100,000 PSI yield steel and 51" in length with rubber container stops for noise suppression.

15) The forks shall be installed on a full width 3-1/2" O.D. 3/4" wall seamless steel tube. The fork weldment shall be attached to the arms using 3" dia. Pins and rotate in bolt-on pressed-in bronze bushed bearing equipped for easy lubrication. (Bolt on split bearing cap not acceptable).
   a. Fork rotation shall be by two (2) 4" I.D. double acting hydraulic cylinders 25" stroke, having a minimum 2" hardened chrome rod, buffer seal, DU rod bearing, and canned wiper. Fork rotation shall be 123 degrees. A fork cylinder stop kit shall be provided.
BODY CONSTRUCTION (CONT'D.)

7) The rear bolster shall be 7 Ga. 100,000 PSI channel 10-1/2" with 2-3/4" leg. The rear body corner post shall be ¼" 100,000 PSI yield formed channel 7-1/2" x 8" wide.

BIDDER'S RESPONSE COLUMN

YES NO

HOPPER CONSTRUCTION

1) Hopper size: The hopper shall be a minimum of 10 cubic yards. The hopper opening (packer to roof) shall be 101" x 80-1/4" wide.

2) The hopper long sills shall be 10" high x 3" wide, 7 Ga. 100,000 PSI yield steel interlaced with five (5) full hopper width structural tube cross members.
   a. Cross members shall be 4"x 3" x 3/16" wall full width structural tube.
   i. The transition cross member shall be 6" x 4" x ¼" wall tube located at the rear of the hopper floor.
   b. The cross members shall support and be welded securely to a one-piece hopper floor sheet of ¼" plate 400 BHN, 155,000 PSI yield.
   c. The cross members shall be supported by 7 Ga. Thick 8" long sleeves at each point of contact to the long sill and interlaced with long sill.

3) Hopper lower side walls shall be flat, 7 Ga. 100,000 PSI yield steel reinforced with 10 Ga. 100,000 PSI yield steel liner above the guide rail, measuring 22" to the first horizontal brace. Hopper upper side walls shall be flat, 10 Ga. 100,000 PSI yield steel.

4) Each hopper side shall be braced by a minimum of four (4) horizontal braces. The braces shall be 4" x 2" x 7 Ga. Formed channel, ¼" front post 2" x 5" wide and ¼" 100,000 PSI yield 7-1/2" x 6" wide center post.

5) An access door, 21" wide x 39" high, to the hopper area shall be provided on the street side of the body. This door must be sliding. No part of the door opening shall be to the rear of the packer panel. An interlock shall be provided to instantly stop all hydraulic operation if the access door is opened.

6) Hopper sump overlay shall be provided.

TAILGATE

1) The tailgate shall be a rounded type with a minimum 3.75 cu. yd. on 40 cu. yd. body capacity. Construction shall be a minimum of 10 Ga. 100,000 PSI yield steel. The vertical and horizontal braces shall be 7 Ga. 100,000 PSI yield.
LIFT ARMS (CONT’D.)

16) The design of the hopper, body and arms shall be such that the arms may be transported in the full raised position and the entire unit will not exceed an overall height of 13'6" (based upon 42" maximum chassis frame rail height).

BODY CAB SHIELD

1) A full width all steel cab shield shall be provided to protect the cab from spillage and damage. Cab shield shall be fabricated from 12 Ga. 50,000 PSI yield steel. Cab shield shall extend rearward to the body front wall to provide protection over turbo, engine extension, transmission and mufflers/tailpipes. A 10" cab shield extension shall be provided.

PACKING MECHANISM

1) The sweep of the hopper and load compaction shall be achieved by compactor panel traveling a minimum of 85-1/4".

2) The compactor panel shall be engineered and designated with a 22-1/2" vertical section packing surface (sloped packing section is not acceptable).

3) The packer panel shall be constructed of (4) 3" x 3" x ¼" vertical tubes, ¼" steel 100,000 PSI yield lower 22-1/2" packing face, 7 Ga. 100,000 PSI yield sloped section, 10 Ga. 100,000 PSI yield top vertical section reinforced by ¼" plate full width top cross member. The cylinder mounting, packing beam to be constructed of ¼" plate 100,000 PSI yield, with 2" formed leg by 8" wide center brace and ¼" plate 100,000 PSI yield, by 8" wide bottom brace.

4) Compactor panel shall be powered by twin 5-1/2" dia. Telescopic double acting hydraulic cylinders:

   180" stroke, 3 stage-40 cu.yd.

   All cylinder stages shall be chrome plated. The cylinders shall have cold rolled steel pins of not less than 2" dia. Stress proof steel on both ends. The pins shall be a free floating design.

   a. Total compaction force generated by these cylinders shall be 119,275 pounds minimum.

5) Compactor panel guide rails in the hopper area shall be two (2) 3/8" formed angle 50,000 PSI yield steel welded to 4" x 2" x ¼" steel tube. Each tube shall be topped with a wear bar of 3/8" x 3" AR500 180,000 PSI yield steel. Top of formed angle shall be reinforced with ¼" plate. The guide rails shall be 2-3/8" off the floor and extend the full length of the body.

   a. Compactor panel shall ride on two (2) 3/8" x 3" x 48" AR500 180,000 PSI yield steel shoes on the outside edge of packer panel.
PACKING MECHANISM (CONT'D.)

b. Compactor panel shall also ride on two (2) 3/8" x 6" x 18" AR500 180,000 PSI yield steel shoes in the center of the packer panel. The center shoes shall ride on two (2) 3/8\" x 6\" wide AR500 wear plates welded to the full length of the hopper floor.

6) The hydraulic system shall incorporate a hopper sweep cycle. The compaction panel shall sweep the hopper area and return to rest at the forward end of the body. The complete sweep cycle shall be automatic after the push of a single start button. The control switches for the packing system must be the proximity type.

7) The hydraulic system shall incorporate a dump limit control, when the packer is extended, to eliminate dumping behind the packer panel.

8) The body shall be equipped with - SLIDING - hopper cover. The hopper cover shall move forward and rearward to enclose the roof of the hopper.
   a. The hopper cover shall be constructed of 12 Ga. 50,000 PSI yield sheet reinforced by 2-1/2\" x 2-1/2\" x 3/16\" tube front cross member, 3\" x 2\" x 10 Ga. Second cross member. Must have drain hole to eliminate water and ice build up in hopper cover.
   b. The hopper cover shall be powered by a hydraulic cylinder having a minimum 3\" I.D. 89\" stroke with a 1-3/4\" chrome-plated rod. Cylinders to have hardened chrome rod, buffer seal, DU rod bearing, and canned wiper.

OFF LOADING BODY

1) The body design shall be a fully eject-off unloading by use of the 2nd and 3rd stages of the packing cylinder. The 2nd and 3rd stages to be interlocked using a gate position switch within the tailgate and operate only with the tailgate in the fully raised position.

OPERATING CONTROLS

1) The operating controls for lift arms, container forks, packing panel, tailgate locking and opening, hopper door, body ejection system for unloading or any optional device shall be located in the truck cab easily accessible to the operator while seated in a driving position. The controls shall be of the self-centering type, returning to neutral when released.

2) The control panel shall be housed in a weather resistant control box provided with marine grade rocker type switches. Control box shall contain a circuit card with Self Diagnostic LED lights and control relay switches. A Warning Buzzer and Indicator Light shall be provided to alert the operator of an unsafe travel condition.
   a. Each control function shall be properly labeled.
   b. Body wiring to be connected directly into the control panel with common type cable connections.
OPERATING CONTROLS (CONT'D.)

3) Indicator lights shall be on a separate dash mounted console within direct view of the operator to indicate "System On", "Pump On", "Hopper Door Closed", "Tailgate Open", "Tailgate Full Open", "Unsafe Travel", "Body Up", "Service Filter", and "Side Door Open".

4) All fork and arm movements shall be controlled by two lever control operating an air control valve.

5) Tailgate lock and lifting controls shall be a lock type switch to reduce the chance of an accidental operation. The tailgate shall have hardened safety lock pins (one per side) that must be removed manually before tailgate can be opened.

6) Control panel shall include an "Auto-pack Cycle" switch, which when activated, the compactor panel will complete one packing cycle. An Emergency "STOP" button shall be included which when activated will instantly render control panel inoperative.

BIDDER'S RESPONSE COLUMN

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HYDRAULIC SYSTEM

1) The system shall be designed to operate at a maximum of 2500 PSI.

2) A factory sealed pressure relief valve shall be provided to protect the hydraulic system. All hydraulic lines and tubing shall be equipped with 37 degrees flare fittings of sufficient size for the oil flow. All high pressure hydraulic tubing shall be corrosion protected using Zinc Di-Chromate coating and clamped using bolt on molded clamps. All high pressure hoses shall have a protective nylon sock.

3) A driveline driven front engine mounted cast iron flow diverter type pump, Muncie MLS-M pump, with overflow protection and capacity of not less than 42 GPM at 1200 RPM shall be provided. The suction line feeding the pump from the reservoir shall be no less than 2-1/2" diameter and shall mate to a 2" diameter pump suction inlet opening.

4) The 47 gallon oil capacity reservoir shall be equipped with a suction screen mounted internally, 6 micron absolute return line replaceable element filter, with electrical by-pass indicator, shut-off valve, screen filled port, 10" long magnet mounted in lower corner of the tank, sloped top to shed water, return line diffuser to eliminate aeration, channel over the suction screen to eliminate air ingestion, lower sump area, internal baffled and constructed of ¼" plate.

a. The return line filter shall have a Beta rating of 200=4.6 and a dirt holding capacity of 146 grams.

b. The hydraulic reservoir shall have two (2) 3micron filtered breather caps.

c. The hydraulic reservoir shall have a temperature gauge and an oil sight gauge with a minimum length of 5".

See list
HYDRAULIC SYSTEM (CONT'D.)

5) The hydraulic pump shall have a minimum 1-1/4" diameter pressure port and shall mate to a system pressure feed line with a minimum diameter of 1-1/4" and 1-1/2" pump overflow return to hydraulic reservoir.

6) The pressure line from the pump shall supply the body mounted five (5) spool main control valve. The control valve shall be air actuated by in cab controls.

7) All hydraulic functions shall be controlled by a sectional air operated hydraulic valve of no more than five (5) spools. The control valve shall be mounted at the front of the body. (Chassis mounted control valves are not acceptable.)

8) The control valve shall have a minimum of 1-1/2" return port equipped with a 2" diameter return line to the chassis mounted oil reservoir.

9) The hydraulic system shall have a fast retract valve in the packer system. A 10 micron high pressure filter shall be provided.

LIGHTING

1) All lighting shall comply with D.O.T. and F.M.V.S.S. 108 regulations.

2) For long life and ease of service, all clearance, tail, stop and back-up lights shall be plug-in type, grommet mounted, shock resistance, waterproof, with Lexan lens. They shall be Truck-Lite or approved equal.

3) Light package to include:
   a. (2) LED 4" high mounted stop/tail
   b. (2) LED 4" high mounted tumb/tail
   c. (1) LED mid body tum signal on each side
   d. (2) LED 4" low mounted stop/tail
   e. (2) LED 4" low mounted tum/tail
   f. (2) LED 4" low mounted back up lights
   g. (1) license plate light
   h. (1) LED center mounted brake light
   i. (1) center high mount rear strobe on tailgate
   j. (1) hopper flood light
   k. (2) tailgate mounted reverse activated flood lights

4) Wiring harness in round convoluted soft conduit to be provided. Wiring harness to be numbered, with automotive type plug-in connectors.

PAINTING

1) Body to be cleaned, deburred, weld spatter and slag removed prior to multi-stage chemical treatment/high pressure wash. Provide powder coat primer and finish coat to assure a long-lasting durable paint system with excellent adhesion, colorfastness, solid-hiding, abrasive resistance and ultraviolet protection.
PAINTING (CONT'D.)

2) In order to assure complete coverage and consistent thickness, the major assemblies will be painted prior to assembly.

3) Dry film thickness is to be minimum 4 to 6 mills coverage.

4) Paint to be baked at 325 degrees until fully cured.

5) Paint must pass minimum 1250 hours salt spray test for corrosion resistance.

6) Paint must pass UV test of 2000 hours for minimum loss of gloss and color shift.

7) Hydraulic cylinders and valves to be painted black semi-gloss.

8) Hose ends & hydraulic fittings to be anodized and be unpainted.

9) Hydraulic tubing to be zinc dichromate plated and unpainted.

10) Electrical harnesses, connections, switches, pneumatic tubing and fittings to be weatherproof and remain unpainted.

11) Underside of body and hopper floor to be undercoated (including hydraulic tubing) with full coverage of long members and between long members.

12) All pivot pins to be unpainted and zinc dichromate coated for corrosion resistance.

13) The finish coat color shall be white.

BIDDER'S RESPONSE COLUMN

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MOUNTING

1) Body installation shall be performed by the manufacturer or a factory authorized distributor.

2) Mounting shall be chassis and body manufacturer's engineering specifications.

WARRANTY

1) The body and hydraulics shall be covered by a minimum of one year warranty.

ADDITIONAL BODY OPTIONS TO BE PROVIDED:

1) A street side fold down body access ladder shall be provided.

2) Mud flaps front and rear of rear tandems shall be provided.

3) A three camera/one monitor system shall be provided, one camera rear facing mounted on tailgate, one camera top mounted to view top of body, one camera mounted to view packing panel.
SILENCE OF SPECIFICATIONS

The apparent silence of this specification and any supplemental specification as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

The right is reserved to reject any and all bids or to accept that deemed most advantageous to this office for value received.

Bid prices shall include delivery of the completed unit to: Floyd County Choice

Date: 1-29-2021

Name of Firm Bidding: Equipment Works, Virginia Truck Body
Address: 2805 Hill Park Ct, Lorton, VA 22079

Signed By: [Signature]
Title: Outside Sales Account Manager
Floyd County Exceptions 1-18-2021

All will comply except as listed below.

Body Construction

1. NO 80,000 PSA
2. Body Dimensions  110 inches arm down 119 arm in tuck position, Length of body
3. Yes
4. Side Walls
   a. Upper / Lower hopper sides – minimum 3/16” Brinell 400 abrasion resistant steel plate, 180,000 PSI tensile strength.

Body sides – minimum 10 gauge high tensile steel sheet, 80,000 PSI minimum yield.

Roof Minimum 10 gauge high tensile steel sheet 80,000 PSI minimum yield.
   a. Hopper floor – minimum 1/4” Brinell 400 180,000 PSI tensile strength.

Body floor – minimum 3/16” Brinell 400 180,000 PSI tensile strength

5. 7 gauge 50,000 PSA
6. The floor cross members shall be a minimum of 7 gauge 50,000 PSI 3” x 4” formed channels on 24” centers. The floor longitudinals shall be ¾” x 6” x 6” 50,000 PSI minimum yield formed box section
7. Yes
8. Yes
9. Yes
   Hopper Construction
   1. Yes
   2. No long sills
B. Yes
C. No Side bracing – minimum of four (4) 7 gauge 50,000 PSI minimum yield 4” x 2” formed channels
D.
3 Yes
4 Yes
5. Side Access Door - Access doors are on both street and curb sides. Side door is a swinging type. Door opening is 24 ½” wide by 32 ½” tall. Steps and grab handles shall be provided for
ease of entry. An electrical interlock shall be provided to disable the pump whenever the side door is open.

6. Yes

Tailgate

1. Yes

2. Yes
   a. Yes
   b. Yes

3. Yes
4. Yes
5. 60 inches exceeds
6. Yes

Lift Arms

1. Yes
2. No The lift arms will be 4" x 7" box reinforced type construction rated and capable of lifting 10,000 pound gross container and payload
3. Yes
4. Yes
5. Yes
6. Yes
7. 12-14 seconds exceeds
8. Yes
9. Yes
10. Yes
11. Yes
12. Yes
13. Yes
14. Yes
15. Yes a Yes
16. Yes

Body cab shielded

Yes

Packing mechanism

1 Yes

2. Yes
3. The lower packing panel face will be a minimum 1/4" T-1 100,000 PSI minimum yield, steel plate. The upper vertical face will be a minimum of 3/16", 100,000 PSI minimum yield. The packer will be reinforced with a combination of structural members for maximum rigidity
4. Yes A yes
5 yes
A yes
B yes

5. Yes
6. Yes
7. Yes
8. Yes
  a yes  B yes

Off loading body
  1. Yes

Operating controls
  1. Yes
  2. Yes
     A yes  b yes
  3. Yes
  4. Yes
  5. Yes.
  6. Yes

Hydraulic system
  1. 55 GPM at 1500 RPM
  2. Yes
  3. Yes
  4. 40 gallon hydronucleation tank
     A yes
     B yes
     C yes
     D yes
     5 yes
  6 yes
  7 yes
  8 yes
  9 yes

Lighting
  1. Yes
  2. Yes
  3. Yes
  4. Yes
5. Yes

Painting

Yes to all
FRONT LOADING GARBAGE TRUCK

- The truck chassis shall be of the tilt type with seating for two (2) persons.
- The chassis shall have a minimum rated front G.A.W.R. of 20,000 lbs. And rear G.A.W.R. of 44,000 lbs.
- The selection of a chassis and subsequent mounting of the compaction body shall be done in strict accordance with the recommendations of the truck manufacturer.
- A vertical exhaust system shall be provided and (manual) locking rear ends.
- The engine shall be a diesel with a minimum horsepower rating of 400 horsepower with 2-stage Jake engine brake, 110 volt block heater and 12 volt electric starting system.
- The truck shall be equipped with an Allison automatic transmission.
- Three sets of mud flaps shall be provided.
- Power steering shall be provided.
- The frame shall be of the highest quality steel rating with reinforcement to accommodate compaction body.
- The cooling system shall be heavy duty with a 1,000 square inch (minimum) radiator.
- The driver’s seat shall be of the air suspension type. The passenger seat may be of non-suspension type.
- Driver and passenger windows shall be power window type.
- Mirrors shall be power type, stainless steel 7x16 with heat element, 3 convex 8 inch SS mirrors.
- The fuel tank shall have a minimum capacity of 70 gallons.
- Warning lights and audible alarms, including back-up, gauge (Hobbs or equal) indicators for air pressure, temperature, oil pressure, voltmeter, tachometer, turn signs (manual cancelling) etc shall be provided.
- Combination heater/defroster with cab air conditioning, AM/FM radio with CD player and an air dryer (Bendix System Guard AD-9 heated or equivalent).
- All operating and safety systems in compliance with the regulations of all applicable State and Federal regulatory requirements, including but not limited to V.D.M.V., Federal Motor Vehicle Safety Standards, Inc. Federal EPA and Virginia DEQ shall be provided.
- Air brakes shall be provided with 4-wheel emergency rear brake, hand brake valve and 30/30 air brake chambers.
- Locking rear end with a ratio not to exceed a top speed of 60 to 65 miles per hour.
- Back tires shall be radial tubeless type rim tires 11x22.5 mud grip, minimum load range F:front tire size 425/65/R22.5 steel belted radial tubeless.
- The chassis and cab shall protect any and all materials and vehicle systems from corrosion and wear associated with normal operations of the vehicle in daily refuse collection and disposal operation.
- Manual and parts books warranty.
- No-idle shutdown, engine protection shutdown.
- Bed shall be 40 yards, with powdered coating for protection.
Two (2) stick joy controllers shall be provided.
Three (3) cameras with lights shall be provided: one camera viewing packer; one camera viewing box on top while dumping; one camera viewing the rear for backing.
Strobe lights on the rear of the truck shall be provided.
PART ONE – GENERAL

DESCRIPTION

1. Work Included: Furnish one (1) front-end loading compaction body with lifting arms mounted on a tandem axle truck chassis in accordance with this specification.

BID SUBMISSION

1. The bidder shall submit with this bid complete manufacturer’s information to ascertain compliance with this specification. Any exception to these specifications must be clearly detailed within the bid and any exceptions or differences explained in detail.

PRODUCT WARRANTY

1. The bidder providing the front end loading garbage truck shall submit with the bid all applicable warranties, their conditions and duration.

PART TWO – PRODUCTS

GENERAL

1. It is the intent of these specifications to describe the minimum acceptable specifications for a High Density Front Loading Refuse Compaction Body completely mounted on a truck chassis and fully operational.
2. The omission of any standard feature from these specifications shall not void the bidder’s responsibility to furnish a complete unit, new and unused, with all standard equipment of the manufacturer’s latest model in current production.

BODY

1. Body capacity 40 cubic yards, high compaction.
2. Body construction:
   a. Body shall be designed for mounting on a tilt cab chassis with heavy duty front bumper.
   b. Body shall be overhead loading design.
   c. The floor shall be constructed of at minimum ¼" t-1 steel (125,000 psi).
   d. The floor shall be reinforced with a system of lateral and longitudinal channel bracing attached directly to the body floor.
e. The side walls shall be constructed of #7 gauge high tensile steel (minimum) in the vicinity of the hopper and #7 gauge high tensile steel (minimum) in the rearward of the hopper area.

f. Roof construction shall be constructed of a minimum of #10 gauge high tensile steel.

g. The roof and sides shall be reinforced with high tensile braces.

h. The body shall be adequately braced and reinforced to withstand the repeated dumping of maximum loaded containers and the packing forces of the compactor plate with minimum distortion of any members.

i. The body shall be designed for ejection of the load by the compactor. The stroke of the compactor cylinder shall enable the compactor to travel the complete length of the inside body. When discharging load, compactor to travel the complete length of body.

j. The body shall be equipped with a side access door of 3.75 square feet (minimum) located at the front of the body. Exceed 5.69 square feet.

k. Access ladders to the roof located on the front and back shall be provided.

l. A minimum of two (2) rows of material retainor teeth shall be provided in the top of the body to minimize refuse fallback when the compactor is retracted.

m. The body shall include two (2) compactor head guide channels mounted on or near the floor on the inside body.

n. The hopper opening on the body roof shall be a minimum of 79” wide by 80” long. The hopper opening shall be designed to prevent any spillage of refuse onto the truck body, cab or surrounding ground. Exceed 101”x80 3/4”.

o. The body shall be equipped with a solid cab protector of the type which will not interfere with the tilt motion of the cab.

p. All high stress seams and all exterior abutments shall be continuously welded for strength and neatness of appearance. The body and floor shall be watertight 12” above the floor level. Exceed 41”.

q. A liquid sump shall be provided at the front of the body floor. A 3” diameter watertight drain with a quick-opening cover shall be located at the side of the body.

r. The body shall be equipped with an automatic hopper cover. The cover may be mechanical or hydraulic, but must operate automatically in conjunction with the movement of the container loading assembly. Bumpers or stops of some type shall be included to provide for quiet operation of the hopper cover.

**REAR DISCHARGE GATE**

1. The rear discharge gate shall be of a circular shape to assist in high volume of the loads.

2. The rear gate shall be constructed of high tensile steel and adequately reinforced to withstand the force of the compactor.

3. The opening shall allow for the full discharge of the compacted load.
4. The discharge gate shall be hinged at the top and raised by two (2) hydraulic cylinders.
5. A secure hydraulic latch shall be provided.
6. A neoprene gasket shall be provided at the sides and bottom of the discharge gate to prevent leakage.

**COMPACTOR HEAD**

1. The compactor face plate shall be constructed of ¼" t-1 (125,000 psi) steel.
2. The face plate shall be reinforced to provide maximum strength and rigidity.
3. The cylinder force to the compactor panel shall be a minimum of 115,000 lbs.
4. The compactor head shall travel the full length of the body for compaction and discharge of the load. Packing panel travels full length to discharge load. Full pack/full length for compacting – no longer.

**FRONT LOADING LIFT SYSTEM**

1. The front loading container lift system will be mounted to the lower front of the refuse body. Special reinforcing will be required at the torque tube mounting area.
2. The lifting system shall be designed to lift and dump a gross load of 8,000 lbs., from a ground level position.
3. The lift arms shall be provided with forks for the servicing of side sleeve containers of 8 through 10 cubic yard capacities.
4. At no time during the dumping cycle may any part of the lifting mechanism obstruct the opening of the cab doors.
5. The lift arms shall be of one-piece rigid construction to provide stability and reduce side play during the dumping cycle.
6. All bearings and bushings shall be replaceable. Lubrication fittings shall be installed at all necessary locations on the lifting system to provide for extended wear of all moving parts.
7. The lifting arms shall be equipped with chrome plated hydraulic cylinders of sufficient rated capacity to effectively operate with maximum rated load at rated efficiency. Compactor panel must sweep the hopper area and return to rest at forward end or body during packing cycle.
8. The lift system shall provide for the cushioning of the lift arms, either mechanically or hydraulically, to prevent damage to the hydraulic system during travel.
9. The hydraulic cylinders shall rotate containers into the hopper at a sufficient angle to quickly and cleanly discharge the material from the container into the hopper.
10. A loader switch, or lockout device, shall be provided to prevent the dumping of containers if the compactor head is not in the full forward position.

**HYDRAULIC SYSTEM**

3
1. A complete operational hydraulic system shall be provided.
2. A front mount air operated heavy duty hydraulic pump shall be provided of sufficient rated capacity for the hydraulic system.
3. A factory sealed pressure relief valve shall be provided to insure protection of all hydraulic components.
4. A reservoir of sufficient capacity shall be provided. The reservoir shall be vented and components protected with filters.
5. All high pressure hoses shall be braided wire construction, designed to withstand a pressure of four times the system pressure.
6. Fork and lift arm cylinders shall be double-acting with chrome plated shafts. Lift arms shall be fixed to where operator will not lose or drop containers into the truck.
7. Each hydraulic cylinder shall be fully rebuildable.
8. Indication lights for engaged hydraulic system shall be provided.

OPERATING CONTROLS

1. The control levers shall be mounted inside the cab within easy access to the driver.
2. Each control lever shall be properly labeled and indicate the direction of travel.
3. Enclosed cables and linkages shall be used to connect the controls to the hydraulic valve. No cables or mechanical linkages – air over hydraulic. All body controls must be air over hydraulic.

LIGHTING AND CAMERAS

1. Clearance, stop/tail lights, turn signals, back-up lights, reflectors and all other accessories, as required by I.C.C. and M.V.S.S. #108 shall be provided. A three camera/one monitor system shall be provided, one camera to be rear facing mounted on the tailgate, one camera to be top mounted to view the top of body, and one camera to be mounted to view the packing panel.
2. Lenses shall be of the high-impact type. All lights shall be corrosion and water resistant.
3. Tailgate shall be reverse activated flood lights.
4. Strobe light to be included on the tailgate.

PAINTING

1. The complete unit shall be thoroughly cleaned to remove all weld slag dirt, grease, or foreign matter. One (1) coat (1 ¼-1 ½ mils.) of zinc oxide primer and one (1) coat (2.6 mils.) of high gloss white acrylic enamel will be applied to all external surfaces including the chassis frame. All safety and warning decals shall be installed and visible on the vehicle and be in accordance with ANSI.Z-245.1. Provide powder coat primer and finish coat cover white.
TRUCK CHASSIS

1. The truck chassis shall be of the tilt cab type with seating for two (2) persons.
2. The chassis shall have a minimum rated front G.A.W.R. of 20,000 lbs. And rear G.A.W.R. of 44,000 lbs.
3. The selection of a chassis and subsequent mounting of the compaction body shall be done in strict accordance with the recommendations of the truck manufacturer.
4. A vertical exhaust system shall be provided and (manual) locking rear ends.
5. The engine shall be a diesel with a minimum horsepower rating of 400 horsepower – 1550 lb/ft@ 1200 RPM. Electronic controlled diesel with self-diagnostics. A two-stage Jake engine brake, 110 volt block heater and 12 volt electric starting system.
6. The truck shall be equipped with a heavy duty Allison automatic transmission (or equivalent) with a heavy duty cooling system.
7. Front and back mud flaps shall be provided (3 sets).
8. Power steering: no idle shutdown and engine protection shutdown shall be provided.
9. The frame shall be bolted construction of heat treated (110,000 psi) steel with rolled channel rails. Frame shall be of highest quality steel rating with reinforcement to accommodate compaction body.
10. The cooling system shall be heavy-duty with a 1,000 square inch (minimum) radiator.
11. The driver’s seat shall be of the air suspension type. The passenger’s seat may be of non-suspension type.
12. The driver’s and passenger’s windows shall be the power type
13. The fuel tank shall have a minimum capacity of 70 gallons with engine supply shut off valve at the tank.
14. Warning lights and audible alarms, including back-up, gauge (Hobbs or equal) indicators for air pressure, temperature, oil pressure, voltmeter, tachometer, turn signals (manual cancelling) etc shall be provided.
15. Combination heater/defroster with cab air conditioning, AM/FM radio and an air dryer (Bendix System Guard AD-9 heated or equal). The side view mirrors shall be activated to heat for cold weather conditions. The mirrors shall be 3 convex 8 inch SS mirrors.
16. All operating and safety systems in compliance with the regulations of all applicable State and Federal regulatory requirements, including but no limited to V.D.M.V., Federal Motor Vehicle Safety Standards, ICC, Federal Environmental Protection Agency and Virginia Department of Environmental Quality shall be provided.
17. Air brakes shall be provided with 4-wheel emergency rear brake, hand brake valve and 30/30 air brake chambers.
18. Rear end ratio shall not exceed a top speed of 60 to 65 miles per hour.
19. Back tires shall be radial tubeless type rim tires 11x22.5 mud grip, minimum load range F: front tire size 425/65R22.5 ply rating steel belted radial tubeless.
20. The chassis and cab shall protect any and all materials and vehicle systems from corrosion and wear associated with normal operations of the vehicle in daily refuse collection and disposal operation.
PART THREE

TESTING

1. Prior to delivery all components of the specified front end loading garbage truck shall be thoroughly tested to ensure proper working order after delivery.

SERVICE

1. Supplier shall have an established parts and service facility for repair during and after warranty. Field service shall include trained mechanics with equipment, tools and parts in a mobile service truck. Supplier must specify parts and service location(s) and their response time to Floyd County, including hourly service rates. See attachment.

TECHNICAL DIRECTION

1. Supplier shall provide a trained, qualified technician for the purpose of initial start-up, certification and instruction of operating personnel in the proper method of operation and maintenance of the front end loading garbage truck.

2. Comprehensive operation and maintenance manual shall be used as a source textbook for the operator training. A minimum of two (2) copies of this manual shall be supplied to the Purchaser. operation and maintenance manual shall include at least the following items:
   a. Parts list;
   b. Exploded views;
   c. Recommended lubrication and maintenance;
   d. Required procedures including schedule;
   e. Service manual;
   f. Internal systems diagrams, i.e. electrical, hydraulic;
   g. Detailed description of operating procedures;
   h. List of recommended maintenance and repair parts;
   i. Any component vendor information, eg transmission.

SPARE PARTS

1. As a minimum, the supplier shall furnish a manufacturer’s recommended priced spare parts list with his bid which the Owner may choose to purchase.

2. All special tools required for routine maintenance of the equipment shall be provided. All special tools shall be labeled.
PART FOUR – ALTERNATE BIDS

ALTERNATE BIDS

1. Alternate bids will be accepted for the following items:
   a. Alternate paint systems beyond what has been specified to decrease maintenance costs and increase life expectancy.
   b. This item must be bid as a separate item for inclusion in the base price.

PART FIVE – DELIVERY

The Bidder must provide the estimated date of delivery of the front loading garbage truck
Memo

To: Board of Supervisors
CC: Cindy Ryan, Tabitha Hodge
Date: 2/5/2021
RE: Housing Rehab Specialist Contract with SERCAP

As you know, SERCAP, who served as our Housing Rehab Specialist during the planning and application work for our project, has expressed concerns about their risks of doing a lot of inspections, testing, work write up, and bid documents and not getting paid from CDBG for it if the household/applicant decides not to sign the construction contract. (SERCAP had a project where they looked at 11+ houses and only got paid for 2.) Due to the extended delay in the project if we had to go out to bid for a new Rehabilitation Specialist, Cindy and I thought that offering up to a maximum of $5,000 from the County for work done but not paid by CDBG funds would be a fair compromise. That would cover at least 3 houses. They would be willing to accept that, if you all approve. They included a schedule of fees per task in their proposed contract. We had a few minor clarifications to the contract they shared with us (see attached.) We are awaiting their leadership/legal review, which we hope to have by Monday afternoon. We wanted to get this to you so you can review and consider the document, recognizing there could be a minor revisions by Tuesday a.m. We will share any concerns/changes from them as soon as we receive.

Please feel free to contact me ahead with any concerns.
AGREEMENT FOR
REHABILITATION SPECIALIST
SERVICES

By and Between
The County of Floyd

And

Southeast Rural Community Assistance Project, Inc (SERCAP)

THIS AGREEMENT entered into this 24 day of February 2021, by and between the County of Floyd, herein referred to as “LOCALITY” and Southeast Rural Community Assistance Project, Inc. (SERCAP), herein referred to as “REHAB SPECIALIST”, witnesseth;

WHEREAS, Community Development Block Grant funds have been awarded to the LOCALITY from the Virginia Department of Housing and Community Development under Title I of the Housing and Community Development Act of 1974, as amended, to rehabilitate and/or substantially reconstruct eligible, single family dwellings situated within the boundaries of Floyd Scatter-Site Housing Rehabilitation Project per the executed CDBG Agreement.

WHEREAS, the housing rehabilitation portion of the CDBG Agreement is a part of the overall Community Development Project which shall include the housing rehabilitation and/or substantial reconstruction of 15 eligible residential units.

WHEREAS, the LOCALITY has entered into a Contract Agreement with the Virginia Department of Housing and Community Development (VDHCD) to implement a housing rehabilitation program within 24-month time period to improve the Floyd County Scatter-Site Housing Rehabilitation Project; and

WHEREAS, the LOCALITY desires to engage the REHAB SPECIALIST to provide certain management services in connection with such undertaking;

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

1. **LOCALITY’S Responsibilities:** It shall be the LOCALITY’S responsibility to perform the following services:

   a. **General Support:** The LOCALITY shall provide assistance to the REHAB SPECIALIST for general administration of the project. Assistance shall include, but not be limited to, preparing and adopting all necessary pre-contract plans and policies, publishing all VDHCD-required display advertisements, tracking project management plan milestones, preparing and recording all required deeds of trust, arranging all meetings of the Project Management Team and the Housing Rehabilitation Program Board, and providing direction to the REHAB SPECIALIST.
b. **Housing Rehabilitation Improvements:** The LOCALITY or its agents shall be responsible for ensuring that the owner of a housing unit is eligible for receiving assistance prior to the address being provided to the REHAB SPECIALIST for initial inspection. This shall include verifying income and asset eligibility, property ownership and control eligibility, and the Rehab–Housing Oversight Board’s approval of the applicant’s application.

c. **Financial Record Keeping:** The LOCALITY will maintain the official set of financial records for the expenditures of the VCDBG funds in this project. This record shall be made available to the REHAB SPECIALIST for use in preparing all necessary reports, including providing copies of all construction contracts. The REHAB SPECIALIST will assist the LOCALITY in these activities, as needed. The LOCALITY shall also notify the REHAB SPECIALIST when final closeout is achieved.

d. **Responding to Documents:** The LOCALITY shall review and respond to documents received from the REHAB SPECIALIST in a timely fashion to ensure an orderly development of the project.

e. **Audit:** The LOCALITY shall conduct an audit of all VCDBG funds to be undertaken in conjunction with its annual audit and submit a copy of the audit to VCDBG no later than the first of every March.

f. **The Contracting Party for Related Activities:** The LOCALITY shall be the contracting party for all agreements and contracts associated with the project. The Certifying Officer for all contracts for this project is:

   **Cindy Ryan, Acting Floyd County Administrator**
   120 West Oxford Street
   Floyd VA, 24091

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reconstruction of 15 eligible residential units. The REHAB SPECIALIST is expected to have the skills necessary to accomplish these tasks, including knowledge of housing construction components and locally used construction materials.

The work provided will be done in cooperation with the GRANT ADMINISTRATOR. The services provided shall be on a schedule consistent with CDBG grant requirements and the approved project budget and management plan, as amended from time to time. Such services will include:

a. Prepare master specifications for contractors and LOCALITY'S files and update as appropriate. Supply a copy to the LOCALITY and DHCD.

b. Assist LOCALITY in the development of a list of pre-qualified contractors for submission to the Housing Rehab Oversight Board.

c. Perform an initial VDHCD Housing Quality Standards (HQS) inspection for deficiencies for each eligible dwelling, including: blower door test, chimney inspection, and inspection for failing paint conditions in compliance with applicable lead paint guidelines. Submit report(s) with results. Findings will be incorporated in specifications. Document existing condition(s) with photographs.

d. Ensure the services of a DPOR-licensed electrician is obtained to inspect electrical systems and provide a written report of all findings and any necessary solutions. The electrician must be independent from the contractor doing electrical work, or a Building Official certified by VDHCD to do electrical inspections.

e. Provide LOCALITY with a current copy of Lead Risk Assessor License. Submit annually a copy of the lead inspector's current Risk Assessor license as issued by DPOR. If necessary, ensure the services of a licensed lead inspector/risk assessor is obtained to test for the presence of lead paint in homes built prior to 1978. Findings will be incorporated in specifications.

f. Ensure the services of a licensed pest control professional is procured by the contractor to inspect for the presence of wood-destroying insects, to include a written report.

g. Meet with GRANT ADMINISTRATOR to compare the findings of the two preliminary inspections and the findings of the electrician. With the completed inspection findings, complete the work write-ups stipulating repairs, including drawings. When necessary, show location(s) of repair(s).

h. Preparation and submission of a cost estimate of specified repairs.

i. Conduct pre-bid conference and walk through of each property with owners and contractors, including a discussion of regulatory information. Assist in issuance of addendum, if necessary.
j. Preparation and release of bid documents in accordance with LOCALITY’S procurement rules.

k. Provide Lead-based Paint (LBP) Clearance Examination Reports with lab analysis attached. Provide LBP Hazard Reduction Completion Notice. All fees associated with lead clearance testing are included in the rehab specialist’s fees, but laboratory costs for evaluation of lead tests may be directly reimbursed to the rehab specialist with the submission of a separate invoice. The rehab specialist must provide the locality with a copy of the LBP lab invoice so costs can be allocated to the correct DHCD approved budget line item.

l. Initial asbestos inspection and related tests for all substantially reconstructed units and/or demolished units. The rehab specialist may be directly reimbursed for the inspection and testing of asbestos on eligible housing units per Appendix 68, attached, in the CDBG Grant Management Manual. The REHAB SPECIALIST must provide the locality with a copy of the invoice(s) so costs can be allocated to the correct DHCD approved budget line item.

m. Inform the GRANT ADMINISTRATOR if temporary relocation will be required due to lead-based paint requirements.

n. Accept and review bids for completeness and accuracy. Determine if the bids are within 10% of the cost estimate and within VDHCD’s cost limitations. If not, the REHAB SPECIALIST will recommend how the LOCALITY should proceed. Ensure that winning contractor(s) has had all VDHCD-required training.

o. Submit a bid tab and contract award recommendation.

p. Conduct negotiations with contractors, when necessary, to obtain prices within program limits.

q. Conduct pre-construction conference with owners and contractors, including a discussion of regulatory information.

r. Perform weekly inspections during construction, including ones at critical times in the construction process (e.g., electrical and plumbing rough-in, at 50%, and at completion) and submit inspection reports with findings. At a minimum, the inspection reports should document the date, time, weather conditions, percentage of work completed, number of worker(s) on site, observations and signature.

s. Monitor for contractor compliance with “Lead Safe Work Practices” regulations, document findings on the inspection reports, and ensure that work is done in accordance with lead procedures as outlined in the current CDBG Grant Management Manual.
t. Approve contractors’ request for payment based upon payment inspection and according to a drawdown schedule and Project Management Plan. Submit inspection report with payment approval to the GRANT ADMINISTRATOR.

u. Authorize and approve all change orders to the work write-up. Submit to VDHCD all change orders for review and concurrence before execution. VDHCD also requires time extension change orders, which must be fully executed before the termination date of the three-party construction contract.

v. Communicate with contractors, owners, and LOCALITY during construction to interpret contracts and resolve complaints.

w. Prepare punch-list for contractors’ completion.

x. Approve the contractors’ requests for payment based upon payment inspection and according to a 50%, 95% and 100% drawdown schedule and the Program Management Plan. Submit inspection report with payment approval.

y. Conduct final VDHCD HQS inspection of project, ensure full compliance with Bid documents and program requirements, including final blower door test, and submit report with results to the GRANT ADMINISTRATOR.

z. Prepare owner’s satisfaction statement for written approval of work and obtain contractor’s warranties, lien waivers, etc. prior to final payment. Secure Certification of Final Completion. Submit Project Completion Report with a copy of the Register of Contractors to the GRANT ADMINISTRATOR.

aa. Assist with annual compliance review as necessary, including accompanying VDHCD staff on housing inspections.

bb. Assist with Home Maintenance Education Program by providing beneficiaries with warranties and explaining said warranties to beneficiaries. Explain the operation of mechanical systems, well and septic system maintenance, and the need for any required alternative wastewater service agreement.

c. Attend Project Management Team, Housing Rehab Oversight Board, and neighborhood meetings, as necessary.

dd. Provide all required documentation to the GRANT ADMINISTRATOR.

3. **Time Of Performance:** The term of this Agreement shall commence on the date noted above and shall conclude upon administrative closeout of the Community Development Block Grant. It is anticipated that all REHAB SPECIALIST services, per unit, will be substantially complete within sixty (60) days of contract execution unless a Notice to Proceed with Construction is issued and specifies a different construction start date.
4. **Compensation And Method Of Payment:** The REHAB SPECIALIST shall be paid per unit rehabilitated and/or substantially reconstructed, not to exceed a total of $81,000.00. Each payment shall be divided into two (2) parts as outlined below. A total of 15 residential units will receive housing assistance and 0 vacant structures during the project.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rehabilitation Fees, Owner Occupied</strong> (currently estimated @ 8 units)</td>
<td>$5,400.00 @</td>
</tr>
<tr>
<td>per unit = $43,200.00 total est. cost</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>After Work Write-Up, Bid Package, signed 3-party contract (50% of rehab fee, owner occupied unit cost listed above)</td>
<td></td>
</tr>
<tr>
<td>After Construction Inspections, Completion, Final Report (50% of rehab fee, owner occupied unit cost listed above)</td>
<td></td>
</tr>
<tr>
<td><strong>Rehabilitation Fees, Investor Owned LMI Occupied</strong> (currently est. @ 1 unit) @</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>$5,400.00 per unit = $5,400.00 total est. cost</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>After Work Write-Up, Bid Package, signed 3-party contract (50% of rehab fee, inv. owned unit cost listed above)</td>
<td></td>
</tr>
<tr>
<td>After Construction Inspections, Completion, Final Report (50% of rehab fee, inv. owned unit cost listed above)</td>
<td></td>
</tr>
<tr>
<td><strong>Substantial Reconstruction Fees</strong> (currently estimated @ 6 units) @</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>$32,400.00 total est. cost</td>
<td>$32,400.00</td>
</tr>
<tr>
<td>After Work Write-Up, Bid Package, signed 3-party contract (50% of subst. reconstr. fee unit cost listed above)</td>
<td></td>
</tr>
<tr>
<td>After Construction Inspections, Completion, Final Report (50% of subst. reconstr. fee unit cost listed above)</td>
<td></td>
</tr>
</tbody>
</table>

**Individual items cost** (the following fees are included in the maximum cost referenced above and will be billed at actual cost up to these maximum limits. These costs are listed for possible individual billing later if a signed construction contract is not executed. **Additional total cost for services rendered with no executed contract will not exceed $5,000.**)

- Lead Paint initial inspection Fees ($500 each)
- Lead paint clearance inspections ($300 each)
- Asbestos Inspection, Testing (not to exceed $800 per unit)
- Blower Door Pre-Tests ($200 each)
- Blower Door Post-Tests ($200 each)
- HME supplies (1% of Project Cost up to $250.00)
- Initial walk-through, Work write-up or 3-party contract signing ($500.00 ea)

The [CONSULTANT] will only receive reimbursement for actual work completed for each individual unit per the above fee schedule. If additional services are required, after approval of the Grantee, Consultant, and Locality will negotiate the hourly rate and the reimbursement of travel costs; they will be funded solely from non-CDBG funds. These services would be invoiced at the negotiated rate per hour plus travel reimbursement at current Virginia mileage reimbursement schedule, or if for any reason an individual project is terminated for any reason by the Grantee, contractor, then these fees and costs will be funded solely from non-CDBG funds, paid by the Locality, and based upon services rendered to date of project termination.

**Commented [J4]:** I don’t believe we have any floated properties in the mix right now.

**Commented [J5]:** This $250 is reserved for the goodie physically given to the homeowner. It is NOT a compensation for the Rehab Specialist’s time.

**Commented [J6]:** Should this be Rehab Specialist?

**Commented [J7]:** Rehab Specialist?
As noted above, additional total costs for services to be paid from non-CDBG funds will not exceed $5,000.

The first payment shall be made upon the REHAB SPECIALIST’S submission of the following documentation if it has not been submitted earlier:

- Initial DHCD HQS Inspection Report, signed and dated;
- DHCD Supplemental Rehab Requirements Pre-Rehabilitation Work Write-Up Checklist;
- Pre-Construction Blower Door Test;
- Pre-Construction Electrical Inspection Certification;
- Pre-Construction Chimney Inspection Certification;
- Initial Asbestos Inspection and Testing; if necessary
- Master Specification Work Write-Up;
- Cost Estimate;
- Completion of a mandatory Pre-Bid Conference and necessary addenda;
- Preparation of Bid Tabulation and contract award recommendation;
- Review of all submitted bids for completeness and accuracy;
- Recommendation of award to the lowest, responsive bidder;
- REHAB SPECIALIST’S first request for payment.

If no construction contract is executed due to no fault of the REHAB SPECIALIST, the above payment may be funded with non-CDBG funds, including program income.

The second payment shall be made upon 100% completion of each rehabilitated or substantially reconstructed unit completed upon the REHAB SPECIALIST’S submission of the following documentation if it has not been submitted earlier:

**By the Contractor:**

- Building Permit;
- Building Inspector’s Rough-In Inspections;
- Exterminator Inspection/Treatment Reports;
- Building Inspector’s Final Inspection and/or Certificate of Occupancy;
- Affidavit of Release of Liens;
- Affidavit of Payment of Debts and Claims;
- Register of Contractors, Subcontractors and Suppliers;
- Register of Assigned Employees;
- All Warranties;
- CIG Disclosure Report, if the contract, including any change orders, is equal to or greater than $50,000; and
- Contractor’s final payment request showing the REHAB SPECIALIST’S approval.

**By the Rehab Specialist:**
• Weekly Progress Inspection Reports, submitted with the contractor’s 50% and 95% payment requests;
• Punch List and Punch List Inspection Report, submitted with the contractor’s 100% payment request;
• Final Blower Door Test Report;
• Final DHCD HQS Inspection Reports, signed and dated;
• DHCD Supplemental Rehab Requirements Post-Rehabilitation Work Write-Up Checklist;
• Current Copy of the Lead Risk Assessor DPOR license;
• LBP Clearance Examination Reports with lab analysis showing acceptable results;
• LBP Hazard Reduction Completion Notice;
• Certification of Homeowner’s Satisfaction;
• Rehab Specialist’s Final Payment Request; and
• All other documentation as requested by the GRANT ADMINISTRATOR.
If additional services are required, they will be funded solely from non-CDBG funds.

5. **Retention of Cost Records:** The REHAB SPECIALIST shall turn over all records of this project to the LOCALITY upon completion of this contract.

6. **Federal and State Agreement Requirements:** The REHAB SPECIALIST shall abide by all applicable Federal and State Agreement Requirements, as found in the “Attachment to All Non-Construction Contracts”, which is attached and made part of this contract.

7. **Status of Project Documents:** All project documents produced under this Agreement shall become the property of the LOCALITY upon final close-out of the CIG grant. The REHAB SPECIALIST is entitled to permanently retain appropriate copies of all project documents for reference purposes.

8. **Correspondence:** Any notice or communication required or allowed by this Contract shall be sent to the parties given below:

<table>
<thead>
<tr>
<th>For Rehab Specialist</th>
<th>For Locality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenneth J. Rodgers, SERCAP</td>
<td>Jennifer Wilsie, Senior Planner, New River</td>
</tr>
<tr>
<td></td>
<td>Regional Commission</td>
</tr>
<tr>
<td>347 Campbell Ave Roanoke VA 24016</td>
<td>6580 Valley Center Dr., Suite 124, Radford</td>
</tr>
<tr>
<td></td>
<td>VA 24141</td>
</tr>
<tr>
<td>540-345-1184 ext 115 <a href="mailto:krogers@sercap.org">krogers@sercap.org</a></td>
<td>540-639-9313, <a href="mailto:jwilsie@nrvrc.org">jwilsie@nrvrc.org</a></td>
</tr>
</tbody>
</table>

9. **Termination of Contract:**

   a. **Termination for Convenience:** Either party, by thirty (30) days written notice, may terminate this contract.

   b. **Termination for Default:** If the REHAB SPECIALIST fails to perform the services specified in this agreement or any extension or if the REHAB
SPECIALIST fails to comply with any other provisions of this contract, the LOCALITY may terminate this agreement for default. The LOCALITY shall terminate by delivering to the REHAB SPECIALIST a Notice of Termination specifying the nature of the default. If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the REHAB SPECIALIST was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the LOCALITY. The rights and remedies of the LOCALITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

c. **Termination for Funding Loss:** Either party, by seven (7) days written notice, may terminate this agreement upon determination of program fund depletion or program termination by VDHCD. In such event, the REHAB SPECIALIST shall be paid for all services performed up to and including the effective termination date.

d. **Opportunity to Cure:** The LOCALITY in its sole discretion may, in the case of a termination for breach or default, allow the REHAB SPECIALIST ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

10. **Delays:** The REHAB SPECIALIST shall notify, in writing, the LOCALITY as soon as the REHAB SPECIALIST has, or should have, knowledge, that an event has occurred which will delay the completion of the services to be provided. The REHAB SPECIALIST shall not be held liable for delays in housing rehabilitation project activities caused by the actions of any other party.

11. **Standard of Care:** The REHAB SPECIALIST shall provide advice, consultation, and services to the LOCALITY in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing at the time the services are provided under this contract.

12. **Assignability:** The REHAB SPECIALIST shall not assign or subcontract any interest in or obligation under this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the LOCALITY thereto; provided, however, that such consent shall not be unreasonably withheld. However, the REHAB SPECIALIST does have permission from the LOCALITY to subcontract out chimney inspections, lead paint inspections, and blower door tests, but any additional subcontracting would have to be requested.

13. **Binding on Parties:** This agreement shall be binding on the parties hereto, their respective heirs, devisees and successors and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing signed by the duly authorized agent or agents who executed this agreement.
14. **Governing Law:** This agreement shall be governed by and construed, interpreted, and endorsed in accordance with the laws of the Commonwealth of Virginia.

15. **Entire Agreement:** This writing contains all the agreements between the parties and there are no agreements, representations of warranties, except as contained herein. This agreement may not be amended except in writing, signed by both parties.

16. **Attachments:**

   a. Attachment to All Non-Construction Contracts
   b. CIG Disclosure Report

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, including the adopting of the type word and characters (SEAL) as their seal, the day and the year first above written.

BY: __________________________ DATE: ________
Hope Cupit, CPA, President & CEO, REHAB SPECIALIST

I do certify that above-listed parties personally appeared before me and made oath that he/she is duly authorized to execute the foregoing document.

My commission expires: __________________________.

Given under my hand this _____day of __________, 20____.

Notary Public __________________________ Registration Number

BY: __________________________ DATE: ________
Cynthia Ryan, Acting County Administrator, County of Floyd, LOCALITY/GRANTEE

City/County/Town of __________________________,
Commonwealth of Virginia

I do certify that above-listed parties personally appeared before me and made oath that he/she is duly authorized to execute the foregoing document.

My commission expires: __________________________.

Given under my hand this _____day of __________, 20____.

Notary Public __________________________ Registration Number
PETITION TO ABANDON PART OF ROSE HILL ROAD
FLOYD COUNTY, VIRGINIA

Petitioners, Lucille H. Miles and Robert A. Miles, Sr., Trustees of the Lucille H. Miles Living Trust; Constance K. Smith; Robert A. Dillard and Bonnie S. Dillard; Gregory Simmons; Darrell W. Hylton and April G. Hylton; William Layne Poff and Forrest S. Poff; and C. T. Higgins and Loretta C. Higgins, request that a portion of Rose Hill Road NW be abandoned and represent as follows:

1. Petitioners, Lucille H. Miles and Robert A. Miles, Sr., Trustees of the Lucille H. Miles Living Trust, are the owners of Tax Map No. 54-19. Their contact information is:
   Address: 7190 Power Line Rd, Gibsonville, NC 27249
   Phone No.: 336-449-4590

2. Petitioner, Constance K. Smith, is the owner of Tax Map No. 54-93. Her contact information is:
   Address: 463 Rose Hill Rd, Floyd, VA 24091
   Phone No.: 540-239-4785

3. Petitioners, Robert A. Dillard and Bonnie S. Dillard, are the owners of Tax Map No. 54-92. Their contact information is:
   Address: 355 Rose Hill Rd, Floyd, VA 24091
   Phone No.: 540-309-7110

4. Petitioner, Gregory Simmons, is the owner of Tax Map No. 54-21. His contact information is:
   Address: 1875 Goldenview Rd, Glade Hill, VA 24092
   Phone No.: 540-488-5613

5. Petitioners, Darrell W. Hylton and April G. Hylton, are the owners of Tax Map Nos. 54-20 and 54-22. Their contact information is:
   Address: 302 Rose Hill Rd NW, Floyd, VA 24091
   Phone No.: 540-250-0850

6. Petitioners, William Layne Poff and Forrest S. Poff, are the owners of Tax Map No. 54-91. Their contact information is:
7. Petitioners, C. T. Higgins and Loretta C. Higgins, are the owners of Tax Map No. 54-90. Their contact information is:
   Address: PO Box 194, Floyd, VA 24091
   Phone No.: 540-745-2615

8. Petitioners are owners of all of the real property abutting a discontinued portion of Rose Hill Road NW (Route No. 722), as shown on the tax map attached hereto as Exhibit A. The discontinued portion of the road begins where “End of State Maintenance” is marked on Exhibit A and continues to where the road ends at Laurel Branch Road NW (“Subject Roadway”).

9. Petitioners are all of the persons or entities currently utilizing Subject Roadway for access to other public roads; however, other vehicles occasionally attempt to travel on Subject Roadway until the road becomes too rough to continue so that they have to turn around and are known to use excessive speed.

10. Virginia Department of Transportation has discontinued maintenance of Subject Roadway, thereby indicating the road no longer serves as a public convenience.

11. Photographs of Subject Roadway are attached hereto as Exhibit B1-B7. Exhibit B1 is taken at the point where “End of State Maintenance” is marked on Exhibit A. The remaining photos (Exhibits B2-B7) continue along the Subject Roadway to Laurel Branch Road NW as shown in Exhibit B7.

12. No alternative routes exist for access to the Petitioners’ properties; however, Petitioners wish to continue private access over Subject Roadway and have agreed to convey and reserve easements unto each other.

13. Petitioners are seeking abandonment of said portion of road because no public necessity exists for the continuance of Subject Roadway as evidenced by the fact that Subject Roadway is no longer maintained by VDOT and only Petitioners have a need to use the Subject Roadway as they are all of the property owners benefitted by such use.

14. Petitioners maintain that the safety and welfare of the public would be served best
by abandoning Subject Roadway because non-property owners would be discouraged from using Subject Roadway and Petitioners would no longer have to worry about vehicles going too fast on Subject Roadway.

WHEREFORE, Petitioners request that the Floyd County Board of Supervisors abandon the portion of Rose Hill Road NW as shown on Exhibit A.

WITNESS the following signatures and seals:

Lucille H. Miles Living Trust

By Lucille H. Miles, Trustee
By Robert A. Miles, Sr., Trustee

Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 23 day of November, 2020, by Lucille H. Miles and Robert A. Miles, Sr., Trustees.

My commission expires: 08/20/2022

Shelby H. Andrews
Notary Public
Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 16th day of November, 2020, by Constance K. Smith.

My commission expires:  
October 31, 2021  
Notary ID: 3577916

Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 4th day of November, 2020, by Robert A. Dillard and Bonnie S. Dillard.

My commission expires: 
October 31, 2021  
Notary ID: 3577916
Commonwealth of Virginia,  
County of Floyd, to wit:  

The foregoing instrument was acknowledged before me this 8th day of November,  
2020, by Gregory Simmons.  

My commission expires:  
31-31-2022  
Notary ID: 7585452  

Tina Mcconnell  
Notary Public  
Commonwealth of Virginia  
Reg # 7585452  
My Commission Expires 31-31-2022  

(SEAL)  
Darrell W. Hylton  

(SEAL)  
April G. Hylton  

Commonwealth of Virginia,  
County of Floyd, to wit:  

The foregoing instrument was acknowledged before me this _____ day of November,  
2020, by Darrell W. Hylton and April G. Hylton.  

My commission expires:  

Notary ID:  

---------------------------------------------------------------------------------
Notary Public
Commonwealth of Virginia, County of Floyd, to wit:

The foregoing instrument was acknowledged before me this ___ day of November, 2020, by Gregory Simmons.

My commission expires:

Notary ID: ________________ Notary Public

Commonwealth of Virginia, County of Floyd, to wit:

The foregoing instrument was acknowledged before me this ___ day of November, 2020, by Darrell W. Hylton and April G. Hylton.

My commission expires: October 31, 2021
Notary ID: 357914 Notary Public
Commonwealth of Virginia,  
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 44th day of November, 2020, by William Layne Poff and Forrest S. Poff.

My commission expires:  
October 31, 2021  
Notary ID: 3577916

(Seal)  
William Layne Poff

(Seal)  
Forrest S. Poff

(Seal)  
C. T. Higgins

(Seal)  
Loretta C. Higgins

Commonwealth of Virginia,  
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 58th day of November, 2020, by C. T. Higgins and Loretta C. Higgins.

My commission expires:  
October 31, 2021  
Notary ID: 3577916

(Seal)  
C. T. Higgins

(Seal)  
Loretta C. Higgins

(Seal)  
Heather L. Olen
AGREEMENT

THIS AGREEMENT is made this _____ day of November, 2020, by and between LUCILLE H. MILES and ROBERT A. MILES, SR., Trustees, or their successors in trust, under the LUCILLE H. MILES LIVING TRUST, dated April 21, 1997, party of the first part, CONSTANCE K. SMITH, party of the second part, ROBERT A. DILLARD and BONNIE S. DILLARD, husband and wife, collectively party of the third part, GREGORY SIMMONS, party of the fourth part, DARRELL W. HYLTON and APRIL G. HYLTON, husband and wife, collectively party of the fifth part, WILLIAM LAYNE POFF and FORREST S. POFF, husband and wife, collectively party of the sixth part, and C. T. HIGGINS and LORETTA C. HIGGINS, husband and wife, collectively party of the seventh part.

WITNESSETH:

WHEREAS, the party of the first part is the owner of that certain tract of land acquired by Deed dated March 22, 2004, of record in the Clerk’s Office of the Circuit Court of Floyd County, Virginia as Instrument No. 040000881, located in the Courthouse Magisterial District of Floyd County, Virginia, containing 12-7/8 acres, more or less (Tax Map No. 54-19); and

WHEREAS, the party of the second part is the owner of that certain tract of land acquired by Deed of Gift dated March 17, 2016, of record in the aforesaid Clerk’s Office as Instrument No. 160000517, located in the Courthouse Magisterial District of Floyd County, Virginia, containing 49.2375 acres, more or less, being Tract No. 1, as shown on that certain plat of survey prepared by Jennings L. Bolt, LS, dated December 21, 2001, said survey of
record in the aforesaid Clerk’s Office in PC2-367, less and except that 0.500 of an acre, as
shown on that plat of survey prepared by Ed Register, LS, dated February 8, 2005, said survey
of record in the aforesaid Clerk’s Office in PC3-199 (Tax Map No. 54-93); and

WHEREAS, the party of the third part is the owner of that certain tract of land located
in the Courthouse Magisterial District of Floyd County, Virginia, containing 72.273 acres,
more or less, as shown on that plat of survey prepared by Roderick F. Pierson, LS, dated
January 21, 2014, said survey of record in the aforesaid Clerk’s Office as Instrument No.
140000160, and being all of the same land acquired by Deed of Gift dated March 10, 1998,
said Deed of record in the aforesaid Clerk’s Office as Instrument No. 980000678 and being a
portion of that land acquired by Deed of Gift dated November 4, 2008, said Deed of record in
the aforesaid Clerk’s Office as Instrument No. 080002735 (Tax Map No. 54-92); and

WHEREAS, the party of the fourth part is the owner of that certain tract of land
acquired by Deed of Gift dated October 15, 2015, of record in the aforesaid Clerk’s Office as
Instrument No. 150001864, located in the Courthouse Magisterial District of Floyd County,
Virginia, containing 1-1/8 acres, more or less (Tax Map No. 54-21); and

WHEREAS, the party of the fifth part is the owner of that certain tract of land acquired
by Deed dated February 4, 2013, of record in the aforesaid Clerk’s Office as Instrument No.
130000222, located in the Courthouse Magisterial District of Floyd County, Virginia,
containing 39.214 acres, more or less, as shown on that plat of survey prepared by David B.
Scott, LS, dated July 22, 1992, revised August 18, 1992, said survey of record in the aforesaid
Clerk’s Office as Instrument No. 130000287 (Tax Map No. 54-20); and

WHEREAS, the party of the fifth part is also the owner of that certain tract of land
acquired by Deed dated December 17, 2019, of record in the aforesaid Clerk’s Office as Instrument No. 190002189, located in the Courthouse Magisterial District of Floyd County, Virginia, containing 12.920 acres, more or less, as shown on that plat of survey prepared by David B. Scott, LS, dated July 22, 1992, said survey of record in the aforesaid Clerk’s Office in PC1-555A (Tax Map No. 54-22); and

WHEREAS, the party of the sixth part is the owner of that certain tract of land acquired by Deed of Gift dated June 15, 1989, of record in the aforesaid Clerk’s Office as Instrument No. 890001180, located in the Courthouse Magisterial District of Floyd County, Virginia, containing 5-2/3 acres, more or less, less and except that 1.203 acres as shown on that plat of survey prepared by Jennings L. Bolt, LS, dated September 14, 1992, said survey of record in the aforesaid Clerk’s Office in PC1-577C (Tax Map No. 54-91); and

WHEREAS, the party of the seventh part is the owner of that certain tract of land acquired by Deed of Gift dated October 1, 2008, of record in the aforesaid Clerk’s Office as Instrument No. 080002268, located in the Courthouse Magisterial District of Floyd County, Virginia, containing 2 acres, more or less, less and except that 0.051 of an acre shown on that plat of survey prepared by Jennings L. Bolt, dated February 22, 1992, said survey of record in the aforesaid Clerk’s Office in PC1-578B (Tax Map No. 54-90); and

WHEREAS, all of the aforesaid tracts of land are bordered by a discontinued portion of Virginia Secondary Route No. 722 (Rose Hill Road NW); and

WHEREAS, the parties hereto wish to petition the Floyd County Board of Supervisors to abandon said portion of road, so that it becomes a purely private road; and

WHEREAS, the parties hereto wish to continue private access over said road, in the
event the Floyd County Board of Supervisors grants their petition.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree to petition the Floyd County Board of Supervisors for abandonment in exchange for the following:

1. All parties hereto shall convey to each other perpetual, non-exclusive easements over the currently discontinued portion of Rose Hill Road NW upon its abandonment by Floyd County, for ingress and egress to Virginia State Secondary Route No. 719 (Laurel Branch Road NW) and for ingress and egress to the state maintained portion of Rose Hill Road NW; and

2. All parties hereto agree that up to two (2) gates may be placed on the abandoned portion of Rose Hill Road NW and that all landowners shall have access by keys or combinations to locks placed on said gates; and

3. Each party shall be responsible for maintenance of the portion of the abandoned road which runs along their property if they use the same for access.

4. The covenants set forth herein shall run with the land and shall be binding upon the heirs, successors, and assigns of the parties; and
WITNESS the following signatures and seals:

Lucille H. Miles Living Trust

By Lucille H. Miles (SEAL)
Lucille H. Miles, Trustee

By Robert A. Miles, Sr. (SEAL)
Robert A. Miles, Sr., Trustee

Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 23rd day of November, 2020, by Lucille H. Miles and Robert A. Miles, Sr., Trustees.

My commission expires Aug 20, 2023
Notary ID: 3214332

Shelby H. Anderson
Notary Public

Constance K. Smith (SEAL)

Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 23rd day of November, 2020, by Constance K. Smith.

My commission expires Aug 20, 2023
Notary Public

Shelby H. Anderson

5
WITNESS the following signatures and seals:

Lucille H. Miles Living Trust

By __________________________ (SEAL)
Lucille H. Miles, Trustee

By __________________________ (SEAL)
Robert A. Miles, Sr., Trustee

Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this ___ day of November, 2020, by Lucille H. Miles and Robert A. Miles, Sr., Trustees.

My commission expires:

Notary ID: __________ Notary Public

__ __________________________ (SEAL)
Constance K. Smith

Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this ___ day of November, 2020, by Constance K. Smith.

My commission expires:

October 31, 2021
Notary ID: 3577916

__________________________
Notary Public

HEATHER GALLMORE
REGISTRATION NO.: 357796
MY COMM. EXPIRES: 10/31/21
NOTARY PUBLIC
Commonwealth of Virginia,  
County of Floyd, to wit: 

Franklin

The foregoing instrument was acknowledged before me this ___ day of November, 2020, by Robert A. Dillard and Bonnie S. Dillard.

My commission expires: 

Notary ID: __________

Notary Public

Gregory Simmons

(Seal)

Commonwealth of Virginia,  
County of Floyd, to wit: 

Franklin

The foregoing instrument was acknowledged before me this 8th day of November, 2021, by Gregory Simmons.

My commission expires: 

01-31-2022

Notary ID: 7585952

Notary Public

Tina Mcconnell
Notary Public
Commonwealth of Virginia
Reg # 7585952
My Commission Expires 01-31-2022
Commonwealth of Virginia,  
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 44th day of November, 2020, by Robert A. Dillard and Bonnie S. Dillard.

My commission expires:  
October 31, 2021  
Notary ID: 357791e  
( SEAL )  
Heather Gallimore  
Notary Public

Commonwealth of Virginia,  
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this ___ day of November, 2020, by Gregory Simmons.

My commission expires:  
Notary ID: _________  
( SEAL )  
Gregory Simmons  
Notary Public
Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 17th day of November, 2020, by Darrell W. Hylton and April G. Hylton.

My commission expires:
October 31, 2021
Notary ID: 357796

Heather Gallimore
Notary Public

Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 4th day of November, 2020, by William Layne Poff and Forrest S. Poff.

My commission expires:
October 31, 2021
Notary ID: 357796

Heather Gallimore
Notary Public
Commonwealth of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 8th day of November, 2020, by C. T. Higgins and Loretta C. Higgins.

My commission expires: October 31, 2021
Notary ID: 357794

Notary Public