BOARD OF DIRECTORS’ MEETING
of the Western Virginia Regional Industrial Facility Authority
Friday, September 20, 2019 at 10:30 a.m.
Roanoke Valley-Alleghany Regional Commission (Top Floor Conference Room)
313 Luck Avenue, SW, Roanoke, VA 24016

AGENDA

1. Welcome, Call to Order ........................................................................................................... Chair Larrowe
2. Roll Call ..................................................................................................................................... Virginia Mullen
3. Approval of the July 19, 2019 WVRIFA Board Minutes, pp. 2-5 ........................................ Chair Larrowe
4. Public Comment Period ............................................................................................................ Chair Larrowe

The WVRIFA Board will allow a 30-minute public comment period in which a citizen may sign-up for up to three (3) minutes of speaking time.

5. Consideration for Proposed Contract for Engineering Services, pp. 6-14......................... John Hull
6. Request for Closed Meeting, p. 15.......................................................................................... Chair Larrowe

Pursuant to Section 2.2-3711 A.3. of the Code of Virginia, 1950, as amended, discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

7. End Closed Mtg/Reconvene Regular WVRIFA Board Meeting ........................................ Chair Larrowe
8. Adoption of Certification Resolution of Closed Meeting, p. 16........................................... Chair Larrowe
9. Action by the WVRIFA Board as a Result of the Closed Mtg. ............................................. Chair Larrowe
10. Presentation of Annual Report FY19, p. 17 ........................................................................... Beth Doughty
11. Resolution of Support for Valleypointe Parkway Improvements ........................................ John Hull
(to be distributed at the meeting)
12. Update on Water/Sewer Construction Project ..................................................................... John Hull
13. Other Business ...................................................................................................................... Chair Larrowe
14. Adjournment ......................................................................................................................... Chair Larrowe

ADMINISTERED BY:
Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org
MINUTES

The July Board of Directors’ meeting of the Western Virginia Regional Industrial Facility Authority (WVRIFA) was held on Friday, July 19, 2019 at 10:30 a.m. at the Roanoke Valley-Alleghany Regional Commission office (Top Floor Conference Room), 313 Luck Avenue, SW, Roanoke, VA.

1. **CALL MEETING TO ORDER**

Chairman Larrowe called the WVRIFA Board of Directors’ Meeting to order at 10:30 a.m.

2. **ROLL CALL**

Chairman Larrowe asked Meg Hibbert, substituting for Virginia Mullen, to call the roll of the WVRIFA Board. Ms. Hibbert reported that a quorum was present.

**Board Members Present:** Gary Larrowe, Botetourt County; Michael Burnette, Franklin County; Granger Macfarlane and Robert Ledger, City of Roanoke; Jill Loope and Dan O’Donnell, Roanoke County; Jay Taliaferro, City of Salem; and Barry Thompson, Town of Vinton.

**Staff Present:** Beth Doughty, WVRIFA Director and John Hull, WVRIFA Assistant Director; Sam Darby, WVRIFA Counsel; Sherry Dean and Meg Hibbert, Administrative Staff.

**Others Present:** Sean Horne, Balzer and Associates.

3. **APPROVAL OF CONSENT AGENDA ITEMS**

The following Consent Agenda items were distributed earlier: (A) June 21, 2019 WVRIFA Board Minutes and (B) Financial Reports as of June 30, 2019.

**WVRIFA Board Action:**

Dan O’Donnell moved for the approval of items A & B under the Consent Agenda, as distributed. The motion was seconded by James Taliaferro and carried.

4. **PUBLIC COMMENT PERIOD**

Chairman Larrowe opened the public comment period. No comments were received, and the comment period was closed.
5. **AUTHORIZATION TO PROCEED ON WATER/SEWER CONTRACT WITH E.C. PACE**

John Hull reported E.C. Pace Inc. was the low bidder at $355,345 to complete site improvements bringing water and sewer lines across Wood Haven Road to the Authority’s property. The firm expects to begin work by mid-August and substantially complete the project by the end of the year. The WVRIFA Participation Committee recommended approval by the full Board and asked the Board to authorize the executive director to sign the contract.

**WVRIFA Board Action:**
Dan O’Donnell moved that the Board accept the water and sewer contract with E.C. Pace. The motion was seconded by James Taliaferro and carried.

6. **AUTHORIZATION TO ENTER INTO BUSINESS READY SITES/VEDP CONTRACT**

John Hull summarized a draft of a Business Ready Sites/VEDP contract that obligates the Authority to clear approximately 30 acres of the Wood Haven site and develop a grading plan for a 50-acre pad in phases, as funding is available. The grant of $135,000 would offset the total project cost of roughly $550,000. The Participation Committee reviewed the contract and asked the Board to authorize the executive director to enter into the contract.

**WVRIFA Board Action:**
Jill Loope moved that the Board authorize the executive director to sign the Business Ready Sites/VEDP contract between the Virginia Economic Development Partnership and WVRIFA. The motion was seconded by Rob Ledger and carried.

7. **AUTHORIZATION TO ENTER INTO STORMWATER MAINTENANCE AGREEMENT WITH ROANOKE COUNTY INCLUDING AWARDING PUBLIC EASEMENT & REVIEW OF OTHER PERMITTING ITEMS**

John Hull summarized permits and actions necessary for WVRIFA to enter into a stormwater maintenance agreement with Roanoke County, and other permitting items for the site plan/subdivision plan known as Wood Haven Technology Park Infrastructure Improvements. Permitting applications were distributed prior to the meeting. The Participation Committee recommended that the Board authorize the executive director to execute the documents with necessary modifications that may come about due to County comment or that may result from contractor bonding requirements.

**WVRIFA Board Action:**
Michael Burnette moved that the Board approve the required associated documents and authorize the executive director to execute the documents with modifications that may be required due to County comment or contractor bonding requirements. The motion was seconded by Rob Ledger and carried.
8. ADVISEMENT ON OVERHEAD UTILITY PROJECT

John Hull updated the committee on the relocation of an overhead utility line from the north side of Wood Haven Road to the south side. This will require new and taller poles. He said Appalachian’s cost for the poles and reattachment of the power line is $63,471. Additional costs will be incurred by other utilities. Total costs are anticipated to be around $100,000. Work is anticipated to be completed by this fall.

9. ADVISEMENT OF DEMOLITION OF STRUCTURE AT 7627 WOOD HAVEN ROAD

John Hull gave an update on selection of a contractor for the demolition of a remaining house, garage and the removal of an underground storage tank on the Authority’s property. The underground tank should be removed by the second week of August and demolition of the house by this fall. The total cost is $22,727.

10. ADVISEMENT OF VDOT INDUSTRIAL ACCESS GRANT

John Hull said VDOT personnel are still reviewing a proposed lot layout to determine if the Wood Haven Technology Park road property is eligible for VDOT Industrial Access Grant funds. At this point an application won’t proceed until late August or September. He said once the Authority knows more about eligibility the Board can decide, whether to use its own capital funds or apply. If the Board decides to go with the VDOT option, construction might be delayed until the summer of 2020.

11. ADVISEMENT ON BOWER PROPERTY

Beth Doughty said the owner of the one remaining occupied house, Mr. Bower, has signed a contract to sell to WVRIFA, with 60 days to close. Mr. Bower will have one year to leave the property and after that, the house would be demolished. Balzer & Associates has been authorized to continue site renderings that include the property.

12. OTHER BUSINESS

- Road naming – In order to finalize the plat, WVRIFA has to name the road into the Wood Haven Technology Park. Beth Doughty stated she and John Hull researched available names and are proposing the road be named Innovation Drive. It is available, she said. Members of the Board agreed.

WVRIFA Board Action:
Dan O’Donnell moved to name the road Innovation Drive. The motion was seconded by James Taliaferro and carried.
Granger Macfarlane asked for a vote on Item 8, the Overhead Utility Project. Beth Doughty reminded the Board that a vote had been taken at the June 21, 2019 meeting and the item on today’s agenda was for update purposes only and did not require a vote.

Mr. Macfarlane asked for the minutes to note that if there had been a vote that day on Item 8, one member of the City of Roanoke would have voted no. Rob Ledger said the other City of Roanoke Board member stands by the previous month’s vote.

13. ADJOURNMENT

The WVRIFA Board of Directors meeting adjourned at 10:38 a.m.

___________________________                               ________________________
Barry W. Thompson, Secretary                               Attest
WVRIFA Board of Directors
This AGREEMENT, made as of August 21, 2019, is by and between the Undersigned Client (“Client”) and Balzer and Associates, Inc. (“Balzer”). The PROJECT is generally described as: Engineering Design Services for Wood Haven Technology Park (“Project”) and is located at: Wood Haven Road, Roanoke, VA (“Project Site”).

This Agreement consists of all documents which are incorporated herein by reference including but not limited to:

- Balzer and Associates, Inc. Standard Terms and Conditions (Exhibit B)
- Any documents specifically listed below:
  - Request for Proposal To Provide Engineering Design Services for Wood Haven Technology Park, Dated July 8, 2019 Issued by the Owner

I. SCOPE OF SERVICES.

A. Balzer shall perform the services outlined in either:
   - ☒ the attached Scope of Services and Fee Proposal (Exhibit A) Dated 8/14/2019; or
   - ☐ the Scope of Services and Fee Proposal listed below:

B. CHANGE IN SCOPE. Should the Client request that Balzer perform any services not included in this Agreement (“Additional Services”), and should Balzer agree to perform those services, any modification to this Agreement shall be made in accordance with the Standard Terms and Conditions.

II. FEE SUMMARY.

A. PROJECT FEE. The total fee for the Project is:
   - ☒ As defined in Exhibit A – A Specific Defined Scope and Fee Proposal for any/each requested Service will be provided for Client Authorization Prior to commencing work on any/each of the Requested Service.
   - ☐ Lump Sum Fee of
   - ☐ Billed Hourly

B. FEES FOR ADDITIONAL SERVICES. The Client shall pay for any Additional Services not defined in the Scope of Services in accordance with Balzer’s Hourly Rates. Unless requested by the Client, prior to commencement of any service not defined in the Scope of Work, Balzer shall notify Client of any additional fees that may be incurred.

C. HOURLY RATES

<table>
<thead>
<tr>
<th>Architecture</th>
<th>Surveying</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$190.00</td>
</tr>
<tr>
<td>Dept. Manager</td>
<td>$120.00 and $150.00</td>
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</tbody>
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Sr. Project Manager $135.00 and $160.00
Project Manager $90.00 and $125.00
Project Architect $75.00 and $100.00
Architectural Intern $55.00 and $75.00 and $90.00
Survey Technician $40.00, $55.00, $65.00, $85.00

Engineering / Landscape Architecture
Principal $190.00
Dept. Manager $135.00 and $165.00
Sr. Project Manager $135.00 and $160.00
Project Manager $100.00 and $125.00
Project Eng. / LA $90.00 and $100.00
Eng. Technician $60.00 and $75.00 and $90.00
LA Technician $60.00 and $75.00 and $90.00

Expert Witness 2x hourly billing rate
(preparation, research, depositions, testimony)

III. REIMBURSABLE EXPENSES.
Balzer may have expenses related to the following activities engaged in under this Agreement and on behalf of the Client ("Reimbursable Expenses") which are NOT included in the Project Fee:
A. Prints obtained from local government or other design firms.
B. Overnight mail and express deliveries.
C. In-House prints and deliveries.
D. Travel time, lodging, and vehicle mileage.
E. Review and Permit Fees
F. Any other normal actions taken in the completion of the Project not defined in the Scope.
The Client shall reimburse Balzer for any and all such Reimbursable Expenses at 1.1 times Balzer’s original cost.

IV. TERMS AND CONDITIONS.
This Agreement is governed by and subject to the Balzer and Associates, Inc. Standard Terms and Conditions ("Terms and Conditions"), substantially in the form of Exhibit B. The Terms and Conditions are available at Balzer’s website, http://www.balzer.cc/terms-and-conditions/. The online Terms and Conditions are incorporated by reference into this agreement. By executing this Agreement, the Client acknowledges having read and agrees to and intends to be bound by the Terms and Conditions.

V. BILLING AND TERMINATION.
As the Project progresses, we will bill you on a monthly basis for services performed during the preceding month or at the time of delivery of the completed documents. Payment is due within 30 days of our invoice date. Past due amounts shall bear interest at the rate of 1.5% per month. Any work requested by the Owner, which is not defined within the aforementioned scope of work for this Project will be billed on an hourly basis in accordance with Exhibit B. If the Project is terminated, abandoned, or suspended for more than 30 days, you will be billed for work completed to date. If the Project is restarted, costs for remobilization may be added to the original contract price.

VI. LIMITATION OF LIABILITY.
The Client shall limit the liability of Balzer, its directors, officers, agents, employees, sub-consultants to the Client, and any other personnel involved in the completion of this Project (including construction contractors and subcontractors) (collectively, “Design Professionals”) for any and all claims, losses, expenses, damages, obligations, deficiencies, or liabilities (including costs of investigation, interest, penalties, reasonable attorney’s fees), and any and all costs, expenses, and fees incident to any cause, suit, action, or proceeding (including those based on negligence, professional errors or omissions, strict liability, or breach of contractor
warranty), so that the total aggregate liability of the Design Professionals to all those named herein shall not exceed the total Project Fee.

VII. ENTIRE AGREEMENT.
This Agreement, together with the Terms and Conditions and all other documents expressly referred to herein, constitutes the complete and exclusive expression of the parties’ understanding on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on matters contained in this Agreement are expressly merged into and superseded by this Agreement.

VIII. COUNTERPARTS.
This Agreement may be executed in multiple counterparts, each of which is an original and all of which constitute only one agreement between the parties.

IX. AUTHORIZATION TO PROCEED.
A signed and dated copy of this Agreement will serve as authorization to proceed. Upon receiving a copy of this Agreement with Client’s signature, Balzer will begin work in accordance with the timeline provided. If this Agreement is not accepted, signed, and received by Balzer within 30 days of the date first written above, Balzer may amend, modify, withdraw, or void the Agreement.

CLIENT NAME: ____________________________
Authorized Signature: ______________________
Print Name: _______________________________
Title: _________________________________
Address: ______________________________________________________
Phone No.: _______________________________
Email: _______________________________________
Date: ________________________________
Employer ID or SSN: ____________________________
Accounts Payable Contact:
Name: ______________________________ 
Phone No.: _______________________________
Email: _______________________________________

Invoice Delivery Method:
☐ Email: ________________________________
☐ Mail: _________________________________

Client authorizes Balzer and Associates, Inc. to use this Project in its marketing and promotions, including its website. ☐ YES ☐ NO

BALZER AND ASSOCIATES, INC.
Signature: _______________________________
Name: Sean Horne ___________________________
Title: Executive Vice President 
Address: 1208 Corporate Circle 
________________________
Roanoke, Virginia 24018 
Phone: (540) 772-9580 
Fax: (540) 772-8050 
Email: shorne@balzer.cc 
Date: August 21, 2019
I. PROJECT DESCRIPTION AND UNDERSTANDING.

Balzer and Associates, Inc. understands that WVRIFA intends to continue with the development of the Wood Haven Technology Park and the proposed projects will require a variety of engineering and professional consulting services. This scope of services and fee proposal is intended to address the design and consulting services requested in the Request for Proposal to Provide Engineering Design Services dated July 8, 2019. It is understood that the scope of services outlined below may be modified from time to time to meet the needs of WVRIFA for work relating to Wood Haven Technology Park. Because these projects are still in an early planning stage, and each scope is not fully defined, Balzer and Associates, Inc. will provide WVRIFA with a defined scope and fee for each of the projects at the time the services may be requested and as the contract budget allows. Please note that some services may be provided by one of our subconsultants referenced in our response to the referenced RFP.

II. SCOPE OF SERVICES

Balzer and Associates, Inc. will provide Civil Engineering, Survey, Environmental Engineering, Construction Management/Administration, Construction Testing and Inspection, Renderings, Landscape Architecture, Geotechnical Engineering and Professional Consulting Services for projects within and related to Wood Haven Technology Park. Prior to the start of any project, Balzer and Associates, Inc. will provide WVRIFA with a written scope and fee schedule for approval that specifically addresses the work being requested at the time. We understand the work may include, but may not be specifically limited to the following:

A. Phase 1 Pad Design and Permitting
   Master Grading and Storm Water Management Plans for 50 acres site, permitting for 30 Acres of Clearing and Design, Engineering and Permitting for 20 acre Pad within the 50 acre site. Services to include:
   1. Master Planning
   2. Civil Engineering and Grading Plans
   3. Storm Water Management Design
4. Erosion and Sediment Control Plans
5. Supplemental Surveying
6. Coordination of Site Plan Review Process
7. Site Related Permitting Assistance
8. Bidding Assistance

B. Industrial Access Road Design
   1. Design and Permitting of future Road Extension.

C. Buffer Landscape Plan.
   1. Design of Buffer Areas as may be required for work associated with this contract.

D. Zoning/Land use representation
   1. Rezoning Application for Bower Property
   2. Zoning Exhibits
   3. Zoning Representation at Public Meetings and Hearings

E. Construction/Contract Administration
   1. CA as may be required for projects associated with this contract
   2. CA as may be required for Phase 1 Road Construction

F. Construction Testing and Inspections
   1. Construction Testing and Inspections as may be required for projects associated with this contract.
   2. Construction Testing and Inspections as may be required for the Phase 1 Road Construction

G. Supplemental Survey Services
   1. Supplemental Survey Services as may be required for projects associated with this contract
   2. Supplemental Survey Services as may be required for Phase 1 Road Construction

H. Supplemental Geotechnical Services
   1. Supplemental Geotechnical Services as may be required for projects associated with this contract
   2. Supplemental Geotechnical Services as may be required for Phase 1 Road Construction

I. Other Services as May Be requested
   1. Renderings
   2. Environmental Services and Permitting
   3. Utility Design and Coordination
   4. Bidding Assistance
   5. Grant Assistance
   6. Planning Services
   7. Site Assessments
III. FEE SCHEDULE.

Balzer and Associates, Inc. Budget Estimates for the Scope of Services described in Section II above, are outlined in the table below.

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>FEE</th>
<th>TERMS</th>
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<td>A. Phase 1 Pad Design and Permitting</td>
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<td>B. Industrial Access Road Design</td>
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<td>G. Supplemental Survey Services</td>
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<td>H. Supplemental Geotechnical Services</td>
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<td>I. Other Services as May Be requested</td>
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IV. SUPPLEMENTAL SERVICES AND CONDITIONS.

Any service not specifically outlined above in Section II is not included in the Scope of Services and Fee Proposal.

If you find this proposal acceptable, please sign and return the attached Agreement. Should you have any questions, or if you need clarification on anything, please do not hesitate to contact me at (540) 772-9580. Thank you again for this opportunity and we look forward to hearing from you soon.

Respectfully Submitted,

BALZER AND ASSOCIATES, INC.

Sean Horne
Executive Vice President
August 21, 2019

Mr. John Hull
Assistant Director
Roanoke Valley-Alleghany Regional Commission
Western Virginia Regional Industrial Facility Authority
313 Luck Ave. SW
Roanoke, VA 24016

RE: Phase 1 50 Acre Pad Design – Engineering Services
General Services Contract -Engineering Design Services for Wood Haven Technology Park

Dear Mr. Hull,

Balzer and Associates, Inc. is pleased to present this Scope of Services and Fee Proposal for the design and permitting of the Phase 1 Pad at Wood Haven Technology Park. Outlined below are the anticipated Professional Services and Fees required to complete your Project. We thank you for the opportunity to submit this Proposal, and we are looking forward to working with you on your Project.

I. PROJECT DESCRIPTION AND UNDERSTANDING.

Balzer and Associates, Inc. understands that WVRIFA intends to eventually develop a 50 acre graded pad site at the Wood Haven Technology Park, and initially clear 30 acres and construct a 20 acre pad site. This scope of services and fee proposal is intended to address the design and consulting services required to provide a Phased Grading and Storm Water Management Plan for the eventual 50 acre pad site which will include an initial phase for the construction of a 20 acre graded pad and 30 acres of clearing. It is understood that the Jurisdictional Determinations for all streams have already been obtained. While there will be no stream impacts associated with the initial 20 acre graded pad, we are proposing to permit the future stream disturbance with this project. It is our understanding that if obtained the stream permit will be valid for 7 years, and the impact fees do not need to be paid until the time the disturbance takes place. Once the plans are finalized a separate proposal will be provided for Construction Administration and Testing and Inspection.

II. SCOPE OF SERVICES

A. Grading and Storm Water Management Plans

Provide a 2 Phased Grading and Storm Water Management Plans for the proposed 50 acre Pad Site.

1. Site Dimensional and Layout Plan.
2. Grading and Storm Drainage Plan.
3. Utility Plan if necessary to show Utility relocations.
5. Sediment and Erosion Control Plan.
6. Storm Sewer drainage profiles.
7. Storm Water Computations (onsite capacity analysis, hydraulic grade line analysis, and inlet analysis).
8. Storm Water Management and Quality Design.
9. Construction Details for Site features.
10. Design coordination with other disciplines as required for the Project.
11. Submittal and processing of Site Plans with the Review Agencies.

12. Earthwork Evaluations/Estimates

13. Environmental Permitting for Future Stream Disturbance


15. Geotechnical Review of Existing Reports and applicable recommendation.

16. Review and Coordination with Permitting Agencies

17. Attend Meetings and Coordination with WVRIFA

2. Environmental Services

   Environmental Permitting for Future Stream Impacts to approximately 1,250 lf of stream.

   1. Submit a Nationwide Permit / Joint Permit Application to the proper agencies:
      i. United States Army Corps of Engineers
      ii. Department of Environmental Quality
      iii. Virginia Marine Resources Commission
   2. The Permit Application will include relevant drawing exhibits and a detailed impact summary.
   3. Stream evaluations for determination of stream credits impacted and need for mitigation.
   4. Determine a mitigation plan for the impact to wetlands and waters of the United States.
   5. In pursuing permit authorization, Balzer and Associates, Inc. will provide responses to additional information that may be requested from the Reviewing Agencies.
   6. Obtain a Permit from the above Agencies for any and all potential impacts to the waters of the United States within the Project limits.
   7. Coordinate the purchase of wetland and stream credits as required by the Permit.
   8. Does not include threatened or endangered species or archaeological and historic resource surveys, if required by the Regulatory Agencies.
   9. No wetland or stream mitigation / restoration design or feasibility is included.

3. Offsite / Downstream Storm Water Analysis

   1. Provide downstream analysis, as required to meet storm water regulation.

4. VSMP / SWPPP Permitting

   1. Coordinate VSMP Permit preparation and submittal.
   2. Prepare SWPPP, as required by the Locality and/or State of Virginia.

5. Permitting Assistance

   1. Assist Owner with Locality required paperwork necessary to obtain a Land Disturbing Permit.

B. Bidding Assistance

   Provide Bidding assistance for one bid process for the construction of the 20 acre pad site and 30 acres of clearing.

   1. Assist with the preparation of necessary Bid Documents
   2. Necessary Responses to Bidders questions
   3. Attend Prebid Meeting
   4. Attend Bid Opening
   5. Evaluation of Bids
III. FEE SCHEDULE.

Balzer and Associates, Inc. Budget Estimates for the Scope of Services described in Section II above, are outlined in the table below.

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<tr>
<th>SERVICE</th>
<th>FEE</th>
<th>TERMS</th>
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<td>A. Grading and Storm Water Management Plans</td>
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<td>B. Bidding Assistance</td>
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<td>TOTAL</td>
<td>$70,000</td>
<td>Fixed Fee</td>
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IV. SUPPLEMENTAL SERVICES AND CONDITIONS.

Any service not specifically outlined above in Section II is not included in the Scope of Services and Fee Proposal.

If you find this proposal acceptable, please authorize this work by signing below. The services outlined in this proposal will be performed in accordance with the terms and conditions of our Contract with WVRIFA for Engineering Design Services for Wood Haven Technology Park Dated August 21, 2019. Should you have any questions, or if you need clarification on anything, please do not hesitate to contact me at (540) 772-9580. Thank you again for this opportunity and we look forward to hearing from you soon.

Respectfully Submitted,

BALZER AND ASSOCIATES, INC.

Sean Horne
Executive Vice President

Client Acceptance

__________________________________
Client Name

__________________________________
Authorized Signature

__________________________________
Printed Name and Title

__________________________________
Date
September 3, 2019

Dear Authority Members:

This is to request a Closed Meeting during the next scheduled meeting of the Western Virginia Regional Industrial Facility Authority on Friday, September 20, 2019 at 10:30 a.m. at the Roanoke Valley-Alleghany Regional Commission (Top Floor Conference Room), 313 Luck Ave., SW, Roanoke, VA 24016.

The Closed Meeting is in pursuant to Section 2.2-3711 A. 3. of the Code of Virginia, 1950, as amended, for the purpose of discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Sincerely,

Gary Larrowe
Chairman
CERTIFICATION RESOLUTION

RESOLUTION CERTIFYING CLOSED MEETING WAS HELD IN CONFORMITY WITH THE CODE OF VIRGINIA

WHEREAS, the Western Virginia Regional Industrial Facility Authority has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Western Virginia Regional Industrial Facility Authority that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED, that the Western Virginia Regional Industrial Facility Authority hereby certifies that, to the best of each member’s knowledge:

1. Only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting which this certification resolution applies; and

2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Western Virginia Regional Industrial Facility.

The 20th day of September, 2019

Administered by:
Roanoke Valley-Alleghany Regional Commission
P.O. Box 2569, Roanoke, VA 24010
540.343.4417 / info@wvrifa.org / www.wvrifa.org
Annual Report FY 2019

The following is a list of significant actions and accomplishments of the Western Virginia Regional Industrial Facility Authority between July 2018 and June 2019.

I. Gary Larrowe, Botetourt County administrator, was re-elected to serve as chair in December 2018.

II. The Western Virginia Regional Industrial Facility Authority went through the land use process with Roanoke County resulting in rezoning of 109 acres to a planning technology district in July 2018.

III. The WVRIFA received grants from the Virginia Economic Development Partnership ($135,000) and Appalachian Power Company ($15,000).

IV. The WVRIFA entered into an option agreement with VDOT for 0.36 acres and 0.10 acres needed for right-of-way for the I-81 auxiliary land project. The option agreement calls for $12,100 for the property.

V. The WVRIFA entered into an option agreement to purchase 2.02 acres known as the Bower property for $580,000.

VI. The WVRIFA went through procurement processes and engaged Balzer Associates for design and engineering services on the utility extensions related to entrance road construction. After procurement, E.C. Pace was awarded the contract for construction of the extensions and grading of the entrance road. Work is to begin in August 2019.

VII. Administration: The WVRIFA extended its agreement with the Roanoke Valley-Alleghany Regional Commission to provide administrative/staff support. The Roanoke Regional Partnership continues to provide administrative and technical oversight. An audit is underway by Robinson, Farmer, Cox Associates for FY 2019.

VIII. Franklin County Project: The WVRIFA undertook actions in May of 2019 through a participation agreement with Franklin County that was formed July 2018 and completed its role as agent to receive and distribute approximately $265,000 in funds from Franklin County for a railroad switch in Rocky Mount.

Respectfully submitted: